UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA		
UNITED STATES OF AMERICA,	· x	
Plaintiff,	: :	Civil No.
V.	:	
CITY OF CASS LAKE, MINNESOTA,	:	
Defendant.	: : · X	
	2.8	

CONSENT DECREE

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I. BACKGROUND

- A. The United States of America ("United States" or "Plaintiff"), on behalf of the Administrator of the U.S. Environmental Protection Agency ("EPA"), filed a Complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607 ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the St. Regis Paper Company Superfund Site in Cass Lake, Minnesota ("the Site").
- B. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional response actions in the future.
- C. In performing response actions at the Site, EPA has incurred response costs and will incur additional response costs in the future.
- D. The United States alleges that the City of Cass Lake, Minnesota ("City," or "Settling Defendant") is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site.
- E. Settling Defendant does not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the Complaint.
- F. The United States has reviewed the Financial Information and Insurance
 Information submitted by Settling Defendant to determine whether Settling Defendant is
 financially able to pay response costs incurred and to be incurred at the Site. Based upon this
 Financial Information and Insurance Information, the United States has determined that Settling

Defendant has limited financial ability to pay for response costs incurred and to be incurred at the Site.

G. The United States and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant. Solely for the purposes of this Consent Decree and the underlying Complaint, Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon Settling Defendant and its successors and assigns. Any change in legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

IV. **DEFINITIONS**

- 3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:
- a. "Affected Property" means all real property at the Site and any other real property, owned or controlled by Settling Defendant, where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement response actions at the Site.
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.
- c. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.
- d. "Day" or "day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.
- e. "DOJ" shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.
- f. "Effective Date" shall mean the date upon which the approval of this

 Consent Decree is recorded on the Court's docket.

- g. "EPA" shall mean the U.S. Environmental Protection Agency and its successor departments, agencies, or instrumentalities.
- h. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- i. "Final Record of Decision" shall mean the final Record of Decision (and all attachments) for the St. Regis Paper Company Superfund Site that will be signed by EPA in the future, and after lodging of this Consent Decree.
- j. "Final Remedial Action" shall mean activities associated with implementing the Final Record of Decision.
- k. "Financial Information" shall mean those financial documents identified in Appendix B.
- l. "Insurance Information" shall mean those insurance documents identified in Appendix C.
- m. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at http://www2.epa.gov/superfund/superfund-interest-rates.
- n. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

- o. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.
 - p. "Parties" shall mean the United States and the Settling Defendant.
 - q. "Plaintiff" shall mean the United States.
- r. "Proprietary Controls" shall mean easements or covenants running with the land that (a) limit land, water, or other resource use and/or provide access rights and (b) are created pursuant to common law or statutory law by an instrument that is recorded in the appropriate land records office.
- s. "RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).
- t. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.
 - u. "Settling Defendant" shall mean the City of Cass Lake, Minnesota.
- v. "Site" shall mean the St. Regis Paper Company Superfund Site, encompassing approximately 163 acres, located on the south side of Cass Lake, Minnesota at Sections 15 and 16, T145N, R31W in Cass County, Minnesota, and generally shown on the map included in Appendix A. Because work is ongoing at the Site, Site boundaries may shift or expand as determined by EPA after the Effective Date of this agreement.
- w. "St. Regis Paper Company Superfund Site Special Account" shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).
 - x. "State" shall mean the State of Minnesota.
 - y. "Tribe" shall mean the Leech Lake Band of Objibwe.

z. "United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objectives of the Parties are (1) for Settling Defendant to make a cash payment towards response costs and commit to cooperation with the United States in implementing future response actions at the Site, as provided in Section VI, and (2) to resolve Settling Defendant's alleged civil liability for the Site under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, as provided in the Covenants by Plaintiff in Section XI, subject to the Reservations of Rights by United States in Section XII.

VI. PAYMENT OF RESPONSE COSTS

- 5. <u>Payment of Response Costs</u>. Settling Defendant shall pay to EPA the principal amount of \$30,000. The payment shall be made within 30 Days after the Effective Date and, if timely paid, shall include no Interest.
- 6. Settling Defendant shall make payment at https://www.pay.gov to the
 U.S. Department of Justice account, in accordance with instructions provided to Settling
 Defendant by the Financial Litigation Unit ("FLU") of the U.S. Attorney's Office for the District
 of Minnesota after the Effective Date. The payment instructions provided by the FLU will
 include a Consolidated Debt Collection System ("CDCS") number, which shall be used to
 identify all payments required to be made in accordance with this Consent Decree. The FLU will
 provide the payment instructions to:

Sue Uhrinak City Clerk-Treasurer City of Cass Lake P O Box 877 Cass Lake, MN 56633 218-335-2238 casslake@midconetwork.com

on behalf of Settling Defendant. Settling Defendant may change the individual to receive payment instructions on its behalf by providing written notice to DOJ and EPA of such change in accordance with Section XVII (Notices and Submissions).

- 7. <u>Deposit of Payment</u>. The total amount to be paid pursuant to Paragraph 5

 (Payment of Response Costs) shall be deposited by EPA in the St. Regis Paper Company

 Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.
- 8. <u>Notice of Payment</u>. At the time of payment, Settling Defendant shall send notice that payment has been made (a) to EPA in accordance with Section XVII (Notices and Submissions), (b) to DOJ in accordance with Section XVII; and (c) to the EPA Cincinnati Finance Center (CFC) at:

EPA CFC by email: cinwd_acctsreceivable@epa.gov

EPA CFC by regular mail: EPA Cincinnati Finance Center

26 W. Martin Luther King Drive

Cincinnati, Ohio 45268

Such notice shall reference the CDCS Number, Site/Spill ID Number 05J2, and DJ Number 90-11-3-06790/3.

VII. OBLIGATIONS OF SETTLING DEFENDANT TO COOPERATE AND ASSIST IN RESPONSE ACTION

- 9. <u>Agreements Regarding Access and Non-Interference</u>. Settling Defendant shall, with respect to its Affected Property:
- a. Provide the United States and potentially responsible parties who have entered or may enter into an agreement with the United States for performance of response actions at the Site (hereinafter "Performing Parties"), and their representatives, contractors, and subcontractors with access at all reasonable times to its Affected Property, without any charge, to conduct any activity relating to response actions at the Site including the following activities:
 - (1) Verifying any data or information submitted to the United States;
 - (2) Conducting investigations regarding contamination at or near the Site;
 - (3) Obtaining samples;
 - (4) Assessing the need for, planning, implementing, or monitoring response actions;
- (5) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendant or its agents, consistent with Section XV (Access to Information);
 - (6) Assessing any Performing Party's response actions;
 - (7) Assessing Settling Defendant's compliance with the Consent Decree;
- (8) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, under the Consent Decree; and
- (9) Implementing, monitoring, maintaining, reporting on, and enforcing any institutional controls or any land, water, or other resource use restrictions regarding the Affected Property.

- b. Refrain from using its Affected Property in any manner that EPA determines will (i) pose an unacceptable risk to human health or to the environment due to exposure to hazardous substances or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of response actions at the Site. Specifically, Settling Defendant shall:
 - (1) Prohibit activities which could interfere with response actions at the Site;
 - (2) Prohibit use of contaminated groundwater;
- (3) Prohibit activities which could result in exposure to contaminants in subsurface soils and groundwater;
- (4) Ensure that any new structures on the Affected Property will not be constructed in a manner which could interfere with response actions at the Site; and
- (5) Ensure that any new structures on the Affected Property will be constructed in a manner, approved by EPA, which will minimize potential risk of inhalation of contaminants.
- 10. Settling Defendant shall not Transfer its Affected Property without first securing EPA's approval of, and transferee's consent to, an agreement that: (i) is enforceable by the United States; and (ii) requires the transferee to provide access to and to refrain from using the Affected Property to the same extent as is provided under Paragraph 9 (Agreements Regarding Access and Non-Interference).
- 11. <u>Implementation of Land Use Restrictions.</u> If EPA determines in a decision document prepared consistent with the NCP that institutional controls, including Proprietary Controls, state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed regarding the Affected Property, Settling Defendant shall cooperate with EPA's efforts to secure and ensure compliance with such institutional controls.

12. Notice to Successors-in-Title.

- a. Settling Defendant shall, within 15 Days after the Effective Date, submit for EPA approval a notice to be filed regarding its Affected Property in the appropriate land records. The notice must: (1) include a proper legal description of the Affected Property; (2) provide notice to all successors-in-title: (i) that the Affected Property is part of, or related to, the Site; (ii) that EPA has performed and/or selected a response action for the Site; (iii) that EPA may perform and/or select additional response actions for the Site; and (iv) that potentially responsible parties are or may be required to implement current or future response actions; and (3) identify any documents requiring implementation of the response action. Settling Defendant shall record the notice within 10 Days after EPA's approval of the notice and submit to EPA, within 10 Days thereafter, a certified copy of the recorded notice.
- b. If EPA notifies Settling Defendant that any Proprietary Control will be needed on its Affected Property, Settling Defendant shall, within 45 Days after such notice, submit for EPA approval a proposed notice of the Proprietary Control to any Successors-in-Title to ensure that Site remedies are protected and to prevent potential environmental exposures. Settling Defendant shall record the notice within 10 Days after EPA's approval of the notice and submit to EPA, within 10 Days thereafter, a certified copy of the recorded notice.
- c. Settling Defendant shall, prior to entering into a contract to Transfer its

 Affected Property, or 60 Days prior to Transferring its Affected Property, whichever is earlier:
- (1) Notify the proposed transferee that EPA has performed and/or has selected a response action regarding the Site, that EPA may perform and/or select additional response actions regarding the Site, and that potentially responsible parties are or may be

required to implement response actions regarding the Site, including information identifying any document requiring such implementation; and,

- (2) Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee.
- 13. In the event of any Transfer of its Affected Property, unless the United States otherwise consents in writing, Settling Defendant shall continue to comply with any remaining obligations under the Consent Decree.
- 14. Notwithstanding any provision of this Consent Decree, the United States retains all of its access authorities and rights, as well as all of its rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

VIII. FAILURE TO COMPLY WITH CONSENT DECREE

15. <u>Interest on Payments</u>. If Settling Defendant fails to make the payment required by Paragraph 5 (Payment of Response Costs) by the required due date, Interest shall accrue on the unpaid balance from the Effective Date through the date of payment.

16. <u>Stipulated Penalty</u>.

- a. If any amounts due to EPA under Paragraph 5 (Payment of Response Costs) are not paid by the required date, Settling Defendant shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 15 (Interest on Payments), \$400 per violation per day that such payment is late.
- b. If Settling Defendant does not comply with the access and/or institutional controls provisions of Section VII (Obligations of Settling Defendant to Cooperate and Assist in

Response Action), Settling Defendant shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, \$400 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within 30 Days after the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "Stipulated Penalties" and shall be made by Fedwire EFT to:

Federal Reserve Bank of New York ABA = 021030004 Account = 68010727 SWIFT address = FRNYUS33 33 Liberty Street New York, NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

Each payment shall reference the CDCS Number, Site/Spill ID Number 05J2, and DJ Number 90-11-3-06790/3.

- d. At the time of any payment under this Paragraph, Settling Defendant shall send notice that payment has been made to EPA and DOJ in accordance with Paragraph 8 (Notice of Payment).
- e. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.
- 17. Penalties shall continue to accrue as provided in Paragraph 16 during any dispute resolution period, but need not be paid until the following:

- a. If the dispute is resolved by agreement of the parties or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owed shall be paid to EPA within 15 Days after the agreement or the receipt of EPA's decision or order;
- b. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Defendant shall pay all accrued penalties determined by the Court to be owed to EPA within 60 Days after receipt of the Court's decision or order, except as provided in Paragraph 17.c;
- c. If the District Court's decision is appealed by any Party, Settling

 Defendant shall pay all accrued penalties determined by the District Court to be owed to the

 United States into an interest-bearing escrow account, established at a duly chartered bank or
 trust company that is insured by the FDIC, within 60 Days after receipt of the Court's decision or
 order. Penalties shall be paid into this account as they continue to accrue, at least every 60 Days.

 Within 15 Days after receipt of the final appellate court decision, the escrow agent shall pay the
 balance of the account to EPA or to Settling Defendant to the extent that it prevails.
- 18. If Settling Defendant fails to pay stipulated penalties when due, Settling Defendant shall pay Interest on the unpaid stipulated penalties as follows: (a) if Settling Defendant has timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to Paragraph 15 until the date of payment; and (b) if Settling Defendant fails to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 16.e until the date of payment. If Settling Defendant fails to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

- 19. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.
- 20. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.
- 21. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Section VI (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

IX. DISPUTE RESOLUTION

- 22. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes regarding this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of Settling Defendant that have not been disputed in accordance with this Section.
- 23. A dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute. Any dispute regarding this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 Days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute.

24. Statements of Position.

- a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, Settling Defendant invokes the formal dispute resolution procedures of this Section by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by Settling Defendant. The Statement of Position shall specify Settling Defendant's position as to whether formal dispute resolution should proceed under Paragraph 25 (Record Review) or 26.
- b. Within 45 Days after receipt of Settling Defendant's Statement of Position, EPA will serve on Settling Defendant its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 25 (Record Review) or 26. Within 15 Days after receipt of EPA's Statement of Position, Settling Defendant may submit a Reply.
- c. If there is disagreement between EPA and Settling Defendant as to whether dispute resolution should proceed under Paragraph 25 (Record Review) or 26, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if Settling Defendant ultimately appeals to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 25 and 26.

- 25. Record Review. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation, the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree, and the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendant regarding the validity of the ROD's provisions.
- a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.
- b. The Director of the Superfund Division, EPA Region 5, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 25.a. This decision shall be binding upon Settling Defendant, subject only to the right to seek judicial review pursuant to Paragraphs 25.c and 25.d.
- c. Any administrative decision made by EPA pursuant to Paragraph 25.b shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by Settling Defendant with the Court and served on all Parties within 10 Days after receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the

dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendant's motion.

- d. In proceedings on any dispute governed by this Paragraph, Settling

 Defendant shall have the burden of demonstrating that the decision of the Superfund Division

 Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of

 EPA's decision shall be on the administrative record compiled pursuant to Paragraph 25.a.
- 26. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.
- a. The Director of the Superfund Division, EPA Region 5, will issue a final decision resolving the dispute based on the statements of position and reply, if any, served under Paragraph 24. The Superfund Division Director's decision shall be binding on Settling Defendant unless, within 10 Days after receipt of the decision, Settling Defendant files with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendant's motion.
- 27. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Settling Defendant under this Consent Decree, unless EPA agrees or the Court determines otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute, as provided in Paragraph 17. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable

provision of this Consent Decree. In the event that Settling Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Paragraph 16 (Stipulated Penalties).

X. JUDGMENT AND NOTICE OF LIEN

28. Settling Defendant consents to the entry of a judgment in favor of the United States for \$30,000, plus Interest running from the 30th day after the Effective Date until the date of payment.

XI. COVENANTS BY PLAINTIFF

29. Except as specifically provided in Section XII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), regarding the Site. With respect to present and future liability, these covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. These covenants are also conditioned upon the veracity and completeness of the Financial Information and the Insurance Information provided to EPA by Settling Defendant and the financial, insurance, and indemnity certification made by Settling Defendant in Paragraph 50. These covenants extend only to Settling Defendant and do not extend to any other person.

XII. RESERVATION OF RIGHTS BY UNITED STATES

30. <u>United States' Pre-Certification Reservations</u>. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, and/or to issue an administrative order, seeking to compel Settling Defendant to perform further response actions

relating to the Site and/or to pay the United States for additional costs of response if, (a) prior to Certification of Completion of the Final Remedial Action for the Site, (1) conditions at the Site, previously unknown to EPA, are discovered, or (2) information, previously unknown to EPA, is received, in whole or in part, and (b) EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the remedial actions at the Site are not protective of human health or the environment.

- 31. <u>United States' Post-Certification Reservations</u>. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, and/or to issue an administrative order, seeking to compel Settling Defendant to perform further response actions relating to the Site and/or to pay the United States for additional costs of response if, (a) subsequent to Certification of Completion for the Final Remedial Action for the Site, (1) conditions at the Site, previously unknown to EPA, are discovered, or (2) information, previously unknown to EPA, is received, in whole or in part, and (b) EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the remedial actions at the Site are not protective of human health or the environment.
- 32. For purposes of Paragraph 30 (United States' Pre-Certification Reservations), the information and the conditions known to EPA will include only that information and those conditions known to EPA as of the date the Final Record of Decision is signed and set forth in the Final Record of Decision and the administrative record supporting the Final Record of Decision. For purposes of Paragraph 31 (United States' Post-Certification Reservations), the information and the conditions known to EPA shall include only that information and those

conditions known to EPA as of the date of Certification of Completion for the Final Remedial Action and set forth in the Final Record of Decision, the administrative record supporting the Final Record of Decision, the post-Final Record of Decision administrative record, or in any information received by EPA pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Final Remedial Action.

- 33. General Reservation of Rights. The United States reserves, and this Consent

 Decree is without prejudice to, all rights against Settling Defendant with respect to all matters

 not expressly included within Section XI (Covenants by Plaintiff). Notwithstanding any other

 provision of this Consent Decree, the United States reserves all rights against Settling Defendant

 with respect to:
- a. liability for failure of Settling Defendant to meet a requirement of this
 Consent Decree;
 - b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability based on the ownership or operation of the Site by Settling

 Defendant when such ownership or operation commences after signature of this Consent Decree

 by Settling Defendant;
- e. liability based on Settling Defendant's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant; and

- f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.
- 34. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information or the Insurance Information provided by Settling Defendant, or the financial, insurance, or indemnity certification made by Settling Defendant in Paragraph 50, is false or, in any material respect, inaccurate.

XIII. COVENANTS BY SETTLING DEFENDANT

- 35. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:
- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Minnesota State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state and/or Tribal law, relating to the Site.

- 36. Except as provided in Paragraph 38 (claims against other PRPs) and Paragraph 43 (Res Judicata and other Defenses), these covenants shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XII (Reservation of Rights by United States), other than in Paragraph 33.a (liability for failure of Settling Defendant to meet a requirement of the Consent Decree) or 33.b (criminal liability), but only to the extent that Settling Defendant's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.
- 37. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).
- 38. Settling Defendant agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that it may have for response costs relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendant.

XIV. EFFECT OF SETTLEMENT/CONTRIBUTION

39. Except as provided in Paragraph 38 (claims against other PRPs), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section XIII (Covenants by Settling Defendant), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and

causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

- 40. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement pursuant to which Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section XII (Reservations of Rights by United States), other than in Paragraphs 33.a (liability for failure of Settling Defendant to meet a requirement of Consent Decree) or 33.b (criminal liability), the "matters addressed" in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.
- 41. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes

a judicially-approved settlement pursuant to which Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

- 42. Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 Days prior to the initiation of such suit or claim. Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within 10 Days after service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA and DOJ within 10 Days after service or receipt of any Motion for Summary Judgment, and within 10 Days after receipt of any order from a court resolving a Motion for Summary Judgment or setting a case for trial, for matters related to this Consent Decree.
- 43. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section XI.

XV. ACCESS TO INFORMATION

44. Settling Defendant shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents and other information in electronic form) (hereinafter referred to as "Records") within its possession or

control or that of its contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Affected Property.

45. Privileged and Protected Claims.

- a. Settling Defendant may assert that all or part of a Record is privileged or protected as provided under federal law, provided it complies with Paragraph 45.b, and except as provided in Paragraph 45.c.
- b. If Settling Defendant asserts a claim of privilege or protection, it shall provide Plaintiff with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Defendant shall provide the Record to Plaintiff in redacted form to mask the privileged or protected information only. Settling Defendant shall retain all Records that it claims to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Settling Defendant's favor.
- c. Settling Defendant may make no claim of privilege or protection regarding:
- (1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

- (2) the portion of any Record that Settling Defendant is required to create or generate pursuant to this Consent Decree.
- A6. Business Confidential Claims. Settling Defendant may assert that all or part of a Record submitted to Plaintiff under this Section or Section XVI (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Settling Defendant shall segregate and clearly identify all Records or parts thereof submitted under this Consent Decree for which Settling Defendant asserts a business confidentiality claim. Records submitted to EPA determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Defendant that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7) or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Defendant.
- 47. Notwithstanding any provision of this Consent Decree, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XVI. RETENTION OF RECORDS

48. Until 10 years after the Effective Date, or 5 years after EPA issues the Final Record of Decision establishing a remedy for soil contamination at the Site (whichever is later), Settling Defendant shall preserve and retain all non-identical copies of Records now in its possession or control, or that come into its possession or control, that relate in any manner to its liability, or the liability of any other person, under CERCLA with respect to the Site. These record retention requirements shall apply regardless of any retention policy to the contrary.

- 49. After the conclusion of the record retention period, Settling Defendant shall notify EPA and DOJ at least 90 Days prior to the destruction of any such Records, and, upon request by EPA or DOJ, except as provided in Paragraph 45 (Privileged and Protected Claims), Settling Defendant shall deliver any such Records to EPA.
- 50. Settling Defendant certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:
- a. not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States, and that it has fully complied with any and all EPA requests for information regarding the Site and Settling Defendant's financial circumstances, including but not limited to insurance and indemnity information, pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927;
- b. submitted to EPA financial information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted to EPA and the time Settling Defendant executes this Consent Decree; and
- c. fully disclosed any information regarding the existence of any insurance policies or indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to EPA upon request such insurance policies, indemnity agreements, and information.

XVII. NOTICES AND SUBMISSIONS

51. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals

at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

As to DOJ by email: eescasemanagement.enrd@usdoj.gov

Re: DJ # 90-11-3-06790/3

As to DOJ by regular mail: EES Case Management Unit

U.S. Department of Justice

Environment and Natural Resources Division

P.O. Box 7611

Washington, D.C. 20044-7611 Re: DJ # 90-11-3-06790/3

As to EPA: Thomas Turner

Associate Regional Counsel

U.S. Environmental Protection Agency

77 W. Jackson Blvd. Chicago, IL 60604 turner.thomas@epa.gov

As to Setting Defendant: Sue Uhrinak

City Clerk-Treasurer City of Cass Lake P O Box 877

Cass Lake, MN 56633

casslake@midconetwork.com

XVIII. RETENTION OF JURISDICTION

52. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIX. INTEGRATION/APPENDICES

53. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations,

agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the map of the Site.

"Appendix B" is a list of the financial documents submitted to EPA by Settling Defendant.

"Appendix C" is a list of the insurance documents submitted to EPA by Settling Defendant.

"Appendix D" is a list of properties within Site boundaries that are owned by Settling Defendant as of the date of lodging of this Consent Decree.

XX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

- 54. This Consent Decree shall be lodged with the Court for a period of at least 30 Days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.
- 55. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XXI. SIGNATORIES/SERVICE

56. Each undersigned representative of Settling Defendant and the Deputy Chief, U.S. Department of Justice, Environment and Natural Resources Division, Environmental

Enforcement Section, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

- 57. Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.
- 58. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendant agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XXII. FINAL JUDGMENT

59. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendant. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS DAY OF	, 2017.
	United States District Judge

Signature Page for Consent Decree Regarding St. Regis Paper Company Superfund Site

FOR THE UNITED STATES OF AMERICA:

Dated

Karen Dworkin

Deputy Chief

Environmental Enforcement Section

U.S. Department of Justice

P.O. Box 7611

Washington, D.C. 20044-7611

Bonnie A. Cosgrove

Thomas A. Benson (Massachusetts Bar No. 660308)

Environmental Enforcement Section

U.S. Department of Justice

P.O. Box 7611

Washington, D.C. 20044-7611

Gregory G. Brooker Acting United States Attorney District of Minnesota

Friedrich A. P. Siekert Assistant United States Attorney MN Attorney ID No. 0142013 District of Minnesota 600 United States Courthouse 300 South Fourth Street Minneapolis, MN 55415 (612) 664-5600 Signature Page for Consent Decree Regarding St. Regis Paper Company Superfund Site

FOR THE ENVIROMENTAL PROTECTION AGENCY:

15/2017

Margaret M. Guerriero

Acting Director, Superfund Division

Region 5

U.S. Environmental Protection Agency

77 W. Jackson Blvd. Chicago, IL 60604

T. Leverett Nelson

Regional Counsel

U.S. Environmental Protection Agency

77 W. Jackson Blvd.

Chicago, IL 60604

Signature Page for Consent Decree Regarding St. Regis Paper Company Superfund Site

FOR THE CITY OF CASS LAKE:

8-24-17 Data

Name (print): Jerry Smith
Title: Mayor, City of Cass Lake

Address: P O Box 877, Cass Lake Mn 56633

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Sue Uhrinak

Title:

City Clerk-Treasurer
City of Cass Lake

Company: Address:

P O Box 877

Cass Lake Mn 56633

Phone:

218-335-2238

Email:

casslake@midconetwork.com

APPENDIX A Site Map



APPENDIX B

List of Financial Documents

- 1. The City of Cass Lake's Annual Financial Report for FY 2014 (May 20, 2015).
- 2. The City of Cass Lake's Annual Financial Report for FY 2015 (April 29, 2016).
- 3. The City of Cass Lake's Annual Financial Report for FY 2016 (April 21, 2017).
- 4. Letter from Curtis Meyer regarding Cass Lake Sewer and Water Improvements (undated).
- 5. Letter from Jeffery A. Sepesi regarding City of Cass Lake request for Settlement of CERCLA Liability for St. Regis Superfund Site Based on Ability to Pay (February 25, 2015).
- 6. Letter from Wayne LaDuke (Mayor) regarding The City of Cass Lake request for Settlement of CERCLA Liability for St. Regis Superfund Site Based on Ability to Pay (February 25, 2015).
- 7. Email from Jeffrey Sepesi conveying financial information (September 18, 2015).
 - a. Memorandum of Understanding between the Leech Lake Band of Ojibwe and the City of Cass Lake (undated).
 - b. Cass Lake Street Improvement Estimate Invoice for \$775,997.00 (July 16, 2014).
 - c. Copy of Resolution passed by the City of Cass Lake accepting payment from Leech Lake (August 13, 2014).
 - d. Copy of check issued to the City of Cass Lake in the amount of \$251,850.00 (September 25, 2014).
 - e. 2014 Streets Engineer's Invoice for \$974,170.73 (February 2015).
- 8. Email from Sue Uhrinak regarding City of Cass Lake Expenses (September 30, 2015).
 - a. Blue Cross Blue Shield Insurance Rates (01/01/2016).
 - b. Higgins Air Conditioning and Refrigeration, Inc. Invoice for \$5,905.00 (July 1, 2015).
 - c. Higgins Air Conditioning and Refrigeration, Inc. Invoice for \$12,465.00 (July 10, 2015).
 - d. A J Glass Invoice for \$3.600.00 (July 13, 2015).
 - e. Higgins Air Conditioning and Refrigeration, Inc. Invoice for \$8,240.00 (July 31, 2015).

APPENDIX C

List of Insurance Documents

- 1. The Western Casualty and Surety Company Insurance Policy 9/1/1967 9/1/1970 (September 1, 1967).
- 2. The Western Casualty and Surety Company Insurance Policy 9/1/1970 9/1/1973 (September 1, 1970).
- 3. Memo from League of Minnesota Cities Insurance Trust (LMCIT) Administrator and Underwriting Manager to LMCIT Members and Agents regarding 2014-15 Coverage Changes, Rates, and Dividends (November 12, 2014).
- 4. Email from Jeffery Sepesi regarding Cass Lake insurance policies (May 21, 2015).
- 5. Letter from Scott T. Godkin regarding The Western Casualty and Insurance Insurance Company (December 8, 2015).
- 6. Email from Scott T. Godkin regarding Cass Lake insurance (July 12, 2016).

APPENDIX D

List of Properties within Site Boundaries Owned by Settling Defendant
(As of the Date of Lodging of the Consent Decree)



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Parcel Number: 85-016-1401

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

Lake Number:

0

Lake Name:

Acres:

0.83

School District:

115

Legal Description:

TH PT OF SE NE LYG N OF FIRST ST S OF PLAT OF WEST CASS LAKE & BEING S OF GRT NO RY RT OF WAY LESS SOLD

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$3,700.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$3,700.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00

Jun 30, 2017



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Parcel Number: 85-344-1750

2.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 11 & 12 BLK 17 & ADJ VAC 1ST ST S & N1/2 OF ADJ VAC ALLEY, WEST CASS LAKE

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$2,800.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$2,800.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



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Parcel Number: 85-344-1740



General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 7 THRU 10 BLK 17 & ADJ VAC 1ST ST S & N1/2 OF ADJ VAC ALLEY, WEST CASS LAKE

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$5,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$5,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



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Parcel Number: 85-344-1730

4.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 5 & 6 BLK 17 & ADJ VAC 1ST ST S & N1/2 OF ADJ VAC ALLEY, WEST CASS LAKE

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$2,500.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$2,500.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



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Parcel Number: 85-344-1720

5

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 3 & 4 BLK 17 & ADJ VAC 1ST ST S & N1/2 OF ADJ VAC ALLEY, WEST CASS LAKE

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$2,500.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$2,500.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



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Parcel Number: 85-344-1710

6

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 1 & 2 BLK 17 & ADJ VAC 1ST ST S & ADJ W1/2 OF VAC 3RD AVE W & N1/2 OF ADJ VAC ALLEY

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$4,200.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$4,200.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



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Parcel Number: 85-344-1760

7,

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 13 THRU 17 BLK 17 & S1/2 OF ADJ VAC ALLEY, WEST CASS LAKE

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$6,900.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$6,900.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



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Parcel Number: 85-344-1780

8.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 19 & 20 BLK 17 & S1/2 OF ADJ VAC ALLEY, WEST CASS LAKE

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$2,500.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$2,500.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



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Parcel Number: 85-344-1790

9.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 21 THRU 24 BLK 17 & S1/2 OF ADJ VAC ALLEY & W1/2 OF ADJ VAC 3RD AVE W, WEST CASS LAKE

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$6,700.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$6,700.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 49 of 71 Parcel Report

Parcel Number: 85-337-0011

0.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

W 150 FT OF OUTLOT B, ORIGINAL PLAT TOG WITH W 150 FT OF N1/2 OF VAC 1ST ST

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$1,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$1,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00

Jun 30, 2017



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 50 of 71 Parcel Report

Parcel Number: 85-337-0010

11.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

OUTLOT B LESS W 150 FT THRF & N1/2 OF ADJ VAC PORTION OF 1ST ST S, O P

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$2,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$2,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 51 of 71 Parcel Report

Parcel Number: 85-344-2430

12

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 4 THRU 6 BLK 24

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$3,800.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$3,800.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 52 of 71 Parcel Report

Parcel Number: 85-344-2420

13.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOT 3 BLK 24

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$1,300.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$1,300.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 53 of 71 Parcel Report

Parcel Number: 85-344-2410

14

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 1 & 2 BLK 24

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$2,800.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$2,800.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 54 of 71

Parcel Report

Parcel Number: 85-344-2460

15.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

311 THIRD ST SW

CASS LAKE 56633

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 13 THRU 24 BLK 24

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$16,500.00

Estimated Building Value:

\$52,800.00

Estimated Total Value:

\$69,300.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 55 of 71 Parcel Report

Parcel Number: 85-344-2640

16.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

16

Township:

145

Range:

31

Plat:

WEST CASS LAKE

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 9 & 10 BLK 26

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$2,500.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$2,500.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 56 of 71 Parcel Report

Parcel Number: 85-337-2440

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 19 THRU 24 BLK 24

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$12,400.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$12,400.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 57 of 71 Parcel Report

Parcel Number: 85-337-2710

18.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

8 THIRD ST SW

CASS LAKE 56633

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 1 THRU 12 BLK 27 & W1/2 OF ADJ VAC CENTRAL AVE, O P

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$15,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$15,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00

Jun 30, 2017



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 58 of 71 Parcel Report

Parcel Number: 85-337-2830

19

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOT 1 BLK 28 & E1/2 OF ADJ VAC CENTRAL AVE, O P

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$2,500.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$2,500.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 59 of 71 **Parcel Report**

Parcel Number: 85-338-0010



General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT, 2ND DIVISION

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

BLKS A, B & C & ADJ N1/2 OF VAC 1ST ST S, ORIGINAL PLAT, 2ND DIV, LESS W150 FT OF SAID BLK C & ALSO LESS W150 FT OF N1/2 OF VAC 1ST ST LYG SLY OF SAID W150 FT OF BLK C

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$3,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$3,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 60 of 71 Parcel Report

Parcel Number: 85-337-2010

21.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 1 THRU 14 BLK 20 & S1/2 OF ADJ VAC 1ST ST S & E1/2 OF ADJ VAC CENTRAL AVE & ADJ VAC ALLEY, O P

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$19,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$19,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 61 of 71 Parcel Report

Parcel Number: 85-338-2010

22.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT, 2ND DIVISION

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 1 THRU 10 BLK 20 & ADJ VAC ALLEY & W1/2 OF ADJ VAC 1ST AVE E & S1/2 OF ADJ VAC 1ST ST S, O P, 2ND DIVISION

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$15,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$15,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00

Jun 30, 2017



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 62 of 71 Parcel Report

Parcel Number: 85-337-2110

23.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PQ BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 1 THRU 5 BLK 21 & ADJ N1/2 OF VAC ALLEY

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$6,900.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$6,900.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00

Jun 30, 2017



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 63 of 71 Parcel Report

Parcel Number: 85-338-2110

24.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT, 2ND DIVISION

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 1 THRU 10 BLK 21 & ADJ VAC ALLEY & W1/2 OF ADJ VAC 1ST AVE E, O P, 2ND DIVISION

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$15,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$15,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 64 of 71 **Parcel Report**

Parcel Number: 85-337-2120

25.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 6 THRU 14 BLK 21 & ADJ VAC ALLEY, O P

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$11,900.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$11,900.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 65 of 71 Parcel Report

Parcel Number: 85-338-3510

26,

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT, 2ND DIVISION

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 1 THRU 24 BLK 35 & ADJ VAC ALLEY & ELY 1/2 OF ADJ VAC 1ST AVE E & ADJ S1/2 OF VAC 1ST ST S & W1/2 OF VAC 2ND AVE E ADJ LOT 12

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$33,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$33,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 66 of 71 Parcel Report

Parcel Number: 85-338-3410

27.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT, 2ND DIVISION

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 1 THRU 24 BLK 34 & ADJ VAC ALLEY & E1/2 OF ADJ VAC 1ST AVE E, O P, 2ND DIVISION

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$12,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$12,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 67 of 71 Parcel Report

Parcel Number: 85-338-2930

28.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT, 2ND DIVISION

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOTS 8 THRU 12 BLK 29

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$5,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$5,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

\$0.00

Current Year Balance Due:

\$0.00



CASE 0:17-cv-04367-SRN-LIB Document 2-1 Filed 09/22/17 Page 68 of 71 **Parcel Report**

Parcel Number: 85-338-3230

29.

General Information

Township/City:

CASS LAKE CITY

Taxpayer:

CITY OF CASS LAKE

PO BOX 877

CASS LAKE MN 56633

Property Address:

Section:

15

Township:

145

Range:

31

Plat:

ORIGINAL PLAT, 2ND DIVISION

Lake Number:

0

Lake Name:

Acres:

0.00

School District:

115

Legal Description:

LOT 12 BLK 32

2017 Tax Information

Class Code 1:

Municipal - All Other

Class Code 2:

Unclassified

Class Code 3:

Unclassified

Homestead:

Non Homestead

Estimated Land Value:

\$2,000.00

Estimated Building Value:

\$0.00

Estimated Total Value:

\$2,000.00

Total Taxable Value:

\$0.00

Net Tax (Specials Not Included):

\$0.00

Total Special Assessments:

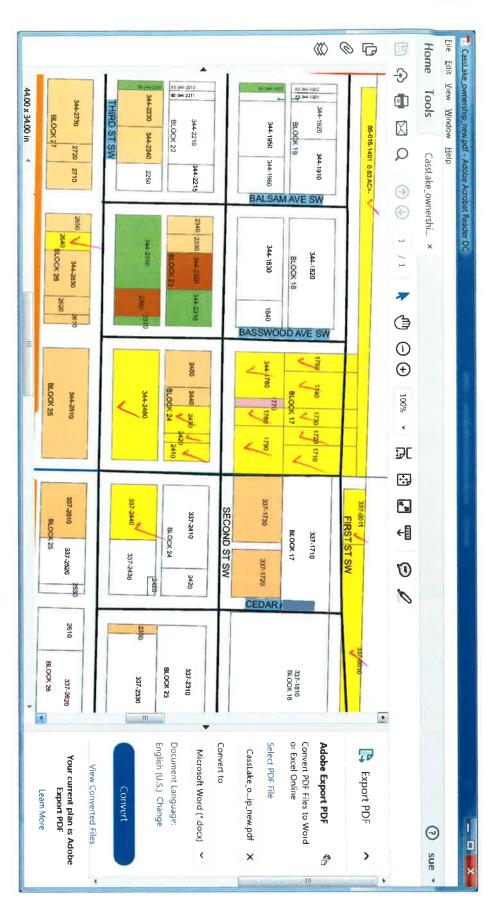
\$0.00

Current Year Balance Due:









32.

