



Cindy R. Landon, Right of Way Specialist
PO Box 248
Hastings, MN 55033
Direct Dial 612.449.3463
CLandon@HenningProfessionalServices.com

April 28, 2025

Independent School District No. 709
Attn: Bryan Brown, Manager of Facilities
Central Administration Building
215 North First Ave. E.
Duluth, MN 55802

Re: Offer Packet
MnDOT London Road
Parcel: 6925-904-005
Property: 301 N. 40th Ave. E., Duluth, MN 55804

Dear Independent School District No. 709:

As discussed with Sonya Henning, MnDOT has contracted with Henning Professional Services, Inc. to assist with the right of way acquisition for the above-mentioned London Road project. Enclosed you will find the following in the offer packet folder:

Left side of the folder:

1. Brochure
2. Offer Letter
3. Appraisal
4. Parcel sketch
5. Legal Description of the acquisition area
6. Right of Way Plat

Right side of the folder:

1. Copy of offer letter with return envelope
(Please sign the 2nd page to acknowledge you have received the appraisal and return to me in the enclosed self-addressed stamped envelope.)
2. W-9 form (Please complete and return to me in the enclosed self-addressed stamped envelope.)
3. Temporary Easement and Board Resolution Approving Temporary Easement – sample
4. Appraisal Reimbursement Claim form
5. Acquisition Incidental Claim form

Please contact me after you have received this offer to further discuss over the phone or to schedule a time to meet. You can reach me at CLandon@HenningProfessionalServices.com and by phone at 612-449-3463 with any questions or concerns you may have.

If you are agreeable with the offer and don't have any additional questions, you may move forward with the documents. Please have the Board approve the Temporary Easement and complete a Resolution. A sample is enclosed. Please then have two original Temporary Easements signed in front of a notary public, and return the Resolution and Temporary Easements to me, along with a completed W-9 form. The documents for your completion are clipped to the enclosed Pre-paid Priority Mail envelope.

Upon receipt of the signed Resolution, Temporary Easement and W-9 form, I will submit your file to MnDOT for closing and payment.

On behalf of MnDOT, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of this process.

Sincerely,



Cindy R. Landon
Acquisition Agent for MnDOT
Enclosures

Guidebook



for Property Owners

GUIDE FOR PROPERTY OWNERS



DEPARTMENT OF TRANSPORTATION

The Minnesota Department of Transportation is responsible for the administration, planning, construction, maintenance, and safety of the State's highway system and airports. Each year MnDOT makes efforts to reduce traffic congestion and crashes through the use of the State's expanded trunk highway and federal interstate and airport programs. As a result, the State may be required to purchase property owned by individual citizens.

This guide outlines the laws and procedures MnDOT must follow in the land acquisition process. Please review the information carefully to better understand your legal rights as a property owner.

For MnDOT projects, to request this document in an alternative format, call:

MnDOT's Disability Programs Coordinator
651-366-4718 (Metro), or
1-800-657-3774 (Greater Minnesota)
(Please request one week in advance.)

For assistance in placing your call
TTY, Voice, ASCII, or Hearing Carry Over
Dial 711 -or- 1-800-627-3529
(Minnesota Relay)

November 2022

GENERAL INFORMATION



How MnDOT Acquires Property:

Minnesota law allows the State and certain other governmental agencies to acquire property for public purposes such as schools, parks, libraries, recreation facilities, airports and highways.

The Constitution of the United States and the State of Minnesota requires a payment of "Just Compensation" to the owner for property being acquired or damaged for public use.

Payment of "Just Compensation" means that the owner is entitled to the fair market value of their property, which is generally defined as the amount the buyer and seller agree upon based on a valuation of the property.

Prior to Land Acquisition:

During the land acquisition process, a survey crew may request permission to enter your land to obtain information for the planning and engineering of the proposed improvement or project.

Often times a public hearing or an informational meeting will be held to give you a chance to participate in the process of determining the location and design of the highway. (The time and place of these hearings or opportunities for hearings will be advertised in the local newspaper.)

A State agent will contact you to discuss and learn the nature and interest of those persons

involved with the property. It is unlikely at this time that the agent will have complete knowledge of the final State proposal as construction plans are still being developed.

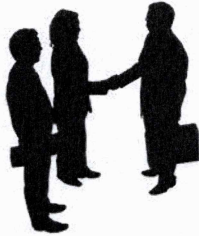
The State will then send a qualified valuation professional to estimate the market value of the State's proposed land acquisition. The valuation professional will contact you at that time giving you the opportunity to accompany him/her during the inspection of your property. The valuation is normally based on studies of recent similar sales of property in your area.

In some instances, if the State determines there are minimal damages to the property, a short form appraisal or minimum damage acquisition will be prepared.

The State will present the owner a copy of the valuation report at the time of the offer.

Please note: you may be contacted again by authorized personnel to obtain other necessary information prior to the time an offer for purchasing can begin.

SECTION I

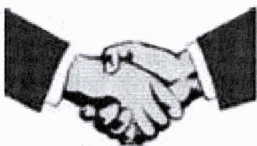


Minnesota law allows MnDOT to acquire land through the following methods:

- Direct Purchase
- Eminent Domain

Acquisition of Land or Rights by Direct Purchase:

Efforts will be made first to acquire your property through the direct purchase procedure. Direct purchase means a State representative will contact you in an attempt to purchase the property based on the estimated market value provided from the valuation. You will then be given a written statement that includes the amount being offered for the property rights. In instances where only a part of the property is to be acquired, the statement will separate the amount of money to be paid for property and the amount (if any) for damages to the remainder of the property. The State will provide you with a copy of the valuation report. If the acquisition leaves you with an uneconomic remnant, the State will offer to purchase that remnant.



If you accept the offer, you will sign an "Offer to Sell and Memorandum of Conditions" which gives the State permission to buy your property. You will also sign the actual "deed" which conveys the property to the State.

In certain cases, the State will not need to purchase the actual property but will need to purchase certain "rights" from the property. These rights may include drainage easements, extinguishment of access, temporary easements, etc. In this case, you will only sign the actual document that grants those rights to the State.



The State will, at its own expense, furnish all documents necessary to complete the sale or purchase of rights, to make the necessary examination of title, and to record the documents of conveyance. All documents are subject to, and are conditional upon, written acceptance by the State or other acquiring authorities.

After the legal documents have been recorded, payment will be processed. If there is a mortgage and all or a major portion of the property is being acquired, a separate check payable to the mortgage holder will be drawn for the remaining balance of the mortgage including interest to the date of payment. The check for your equity will be mailed directly to you. If only a part of your property is to be acquired, the State will ask for a partial release of mortgage. In this instance, the mortgage holder will also be named on the check. It is strongly recommended that you contact your mortgage holder to determine distribution of the funds prior to the signing of legal documents.

By agreement, you may retain and remove any or all improvements located on your property, but removal of such improvements must be made at your own expense. The salvage value of the improvements retained by you will be deducted from the amount of the offer.

The State will reimburse you for certain incidental expenses incurred in transferring title to the State and a State agent will assist you in filing a claim.

Examples of the types of reimbursements are as follows:

- A. Service fees charged by the mortgage holder for release of mortgage
- B. Prepayment penalty of mortgage
- C. Abstract costs
- D. Court costs

You are also eligible for reimbursement of any reasonable appraisal costs performed by a licensed appraiser, up to a maximum of \$1,500 for single family and two-family residential property and minimum damage acquisitions, and up to a maximum of \$5,000 for other types of property. The owner must submit to the acquiring authority the information necessary for reimbursement, including a copy of the owner's appraisal.

If any of your property is being acquired, it will be necessary that all current and delinquent real estate taxes, as well as all special assessments, be paid in full. The State agent will advise you on the payment of taxes due.

Unless some unusual circumstance exists, you will be able to occupy your property for a period of 90 days from the date of acceptance. This period will be increased to 120 days if the construction timetable permits such an extension. No charge to the owner will be made for occupancy during this period. However, if you request to stay longer than the 120 days, and the State agrees, you must sign a lease for the property at a rate (fair market value) determined by the State.

In addition to receiving the fair market value for the land or rights taken, you may be entitled to certain relocation benefits. A relocation or purchasing agent will provide you with the necessary information and a relocation booklet that explains the program.

Minimum Compensation:

Pursuant to Minnesota Statutes 117.187, when a person or entity that holds fee title "must relocate, the amount of damages payable at a minimum, must be sufficient for an owner to purchase a comparable property in the community and not less than the condemning authorities payment or deposit under section 117.042, to the extent that the damages will not be duplicated in the compensation otherwise awarded to the owner of the property."

This dollar amount may be more than the State's certified appraised value of your property. If this is the case you will be advised of the amount separately in the State offer letter to you as the owner.

Please note: If you have to move from your home; a decent, safe, and sanitary replacement dwelling must be available to you, on a nondiscriminatory basis, prior to your displacement.

Please refer to Section III Relocation Payments on page 12, and/or MnDOT's relocation booklet: *"Relocation Assistance: Your Rights and Benefits."*



You are not required to give up possession of your property until:

1. You have been paid the agreed purchase price, or
2. You have been paid an award of commissioners, or
3. An amount at least equal to the State's approved appraisal of the value of your property is deposited with the court for your benefit, or

4. The award resulting from a condemnation proceeding is deposited with the court.



SECTION II

Land Acquisition By Eminent Domain:

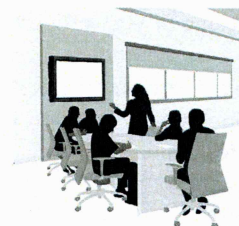
Eminent domain is a legal process used for acquiring property for public purposes. Eminent domain, also known as condemnation, is used when the price of the property cannot be agreed upon by the seller and buyer or when title to the property is defective. The State must start the process early to assure the property will be acquired and vacated in time to meet construction contract requirements. After an offer has been made, you will be given at least 30 days in which to consider it before the eminent domain process begins.

A petition is filed with the court administrator. A hearing on the petition will be scheduled and notice of this hearing will be served on you in the same manner as any civil action to fulfill the requirement of State law.

The notice of the hearing on the petition will inform you of the hearing date, time, place and type of acquisition. The notice also will describe the property to be acquired and will contain a list of the names of all parties who are shown to have an interest in the property.

The hearing on the petition is usually held in the courthouse of the county in which the property is located. An attorney will represent the State and will present the petition to the court. A State representative also will be available to answer questions regarding engineering details, design aspects of the project and construction matters. The court will appoint three qualified and impartial persons to act as commissioners. The commissioners will view each piece of property, hold valuation hearings and determine the damages that the property will, in their opinion, sustain as a result of the acquisition.

After the three court-appointed commissioners have taken their oath of office, they will arrange for viewings and hearings with you and other affected property owners. You will be notified of the date and time when a viewing or valuation hearing will be held.



It is the general policy of the State to have an attorney from the Office of the Attorney General and an engineer present at the viewings and hearings. Their function is to assist the commissioners and property owners by answering technical questions of a legal or engineering nature.

The chairperson of the commission, who presides over the hearings, will likely invite you to express your opinion as to the amount of damages you feel your property has sustained and to furnish such evidence for purposes of assisting the commissioners in determining an award of damages. You may represent yourself at these hearings, or you may choose to be represented by an attorney. Whether or not you hire an attorney is your decision.

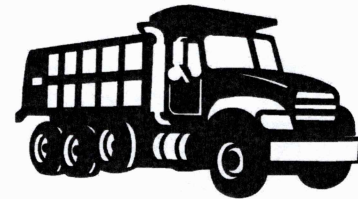
Title and possession of the property shall pass to the State after filing of the award by the court-appointed commissioners. However, the State usually requires title and possession of all or part of the owner's property prior to the filing of an award by the court-appointed commissioners. In these cases, the State will, at least 90 days prior to the date on which possession is to be taken, notify the owner of the intent to possess the property. Prior to taking title and possession, the State will pay to the owner, or deposit with the court, an amount equal to the State's approved appraisal of value. Title and possession is set for 35 days after the hearing on the petition. This is commonly referred to as the "Quick-Take" Law of the State of Minnesota. Interest is paid on the amount of the award that exceeds the Quick-Take payment.

You may wish to retain a licensed real estate appraiser to provide you with an appraisal of the market value of your property.

The commissioners may award reasonable appraisal fees not to exceed a total of \$1,500 for residential property and \$5,000 for other types of property, unless the appraisal fee was previously reimbursed. An appraisal must not be used or considered in condemnation commissioners hearing, nor may the appraiser who prepared the appraisal testify, unless a copy of the appraiser's written report is provided to the opposing party at least five days before the hearings.

If a business or trade is destroyed by a taking, the owner may be compensated for loss of going concern. The owner must notify the State of the owner's intent to claim compensation for loss of going concern within 60 days of the first hearing before the court. Documentation related to a loss of going concern claim must be used or considered in a condemnation commissioner's hearing unless the documentation is provided to the opposing party at least 14 days before the hearing.

When Can Construction Start:



The State may begin to use the property when it obtains title and possession of it. Title and possession passes when you are paid for the property or at a later date specified in the purchase agreement.

If your property is acquired through eminent domain, title and possession will pass as stated in the preceding section.

You may also grant permission to the State for it to enter your property and begin construction prior to title and possession passing. You could do this by signing a Right of Entry or a Permit to Construct.

Appealing the Commissioner's Award:



It is important to note that if you are dissatisfied with the commissioner's award, you have the right to appeal to the District Court. The State also has the right to appeal the award.

Any appeal must be made within 40 days to the Court Administrator from the date the commissioners file their award. A notice of such appeal must be mailed to all parties of record having an interest in property described in the appeal. Within 10 days of such mailing any other party may appeal. The 40 days are counted from the date of the filing of the commissioner's award with the Court Administrator, not from the date you received the notice of the award from the State.

If the State appeals the award, you will be notified by letter from the Office of the Attorney General. The law states that unless proper appeal is taken by either party within 40 days, neither party can amend or adjust the amount, terms or conditions of the award. If no appeal is taken, payment will be made following the expiration of the 40-day appeal period. If only one party appeals the commissioner's award, the appealing party may later dismiss the appeal and the award, plus interest, will be paid.

Just Compensation by a Jury:



If you or the State, or both, appeal to the District Court, the compensation to which you are entitled becomes a question to be decided in a trial by jury. Simply because an appeal is taken by either party does not necessarily mean the matter will go to court.

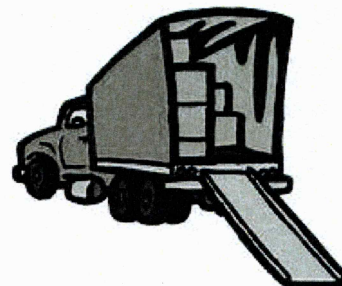
The State will make a diligent effort to settle the case prior to trial.

However, as noted earlier, the law states the State cannot amend or adjust the amount of the commissioner's award unless proper appeal is taken by either party within the time allowed.

If the appeal is settled out of court, you can expect final payment by the State within 45 days of receipt of a properly signed stipulation and settlement. If the appeal goes to trial in District Court, final payment will be made within 45 days after a final judgment. When the jury verdict is appealed to a higher court, final payment will await the disposition of that appeal.

SECTION III

Relocation Payments:



In accordance with the Federal Uniform Relocation Act and subsequent legislation, you may be entitled to relocation assistance for such things as replacement housing, closing costs, moving costs, and business reestablishment costs. An agent of the State will review your eligibility for relocation benefits.

MnDOT's relocation program is more fully explained in its booklet: "*Relocation Assistance: Your Rights and Benefits*." It describes the program and various benefits and payments available to assist displaced persons. Please request your copy of the booklet from MnDOT if you have not received one.

SECTION IV

Additional Information:



Taxpayer Identification Numbers

The Internal Revenue Service (IRS) requires the property owner to furnish the State with a Taxpayer Identification Number before payment can be made. An approved form (IRS W-9) will be provided by the State.

Minnesota Well Disclosure

State law requires that sellers of real estate inform prospective buyers of any wells located on the property, even if those wells are not in use. If any wells are present, the seller completes a formal Well Disclosure Certificate provided by the State.

SUMMARY AND CONCLUSION



The information in this *Guide for Property Owners* is brief and general. If you desire additional information, please request assistance from the State.

All agents of the State are committed to providing better and safer highways for public use. We realize our obligation to all property owners to be respectful of your rights while carrying out the duties of highway construction. We are ready to assist you in any way that we can during this process.



If at any time you have questions, you are invited to seek the services of the State or visit the Web site at:

www.dot.state.mn.us/landmanagement



Please contact the Minnesota Department of Transportation at the following phone numbers:

District 1 - Duluth	218-725-2700
District 2 - Bemidji	218-755-6500
District 3 - Brainerd	218-828-5700
District 4 - Detroit Lakes	218-846-3600
District 6 - Rochester	507-286-7500
District 7 - Mankato	507-304-6100
District 8 - Willmar	320-231-5195
Metro District - Roseville	651-234-7500

The address for the Director of the Office of Land Management, Minnesota Department of Transportation is:

Transportation Bldg., MS 630
395 John Ireland Blvd.
St. Paul, MN 55155
General Information No. 651-366-5000

The address for the Office of the Attorney General, Transportation Division is:

445 Minnesota Street, Suite 1800
St. Paul, MN 55101-2134

When writing the department for assistance, please be sure to mention:

1. The "C.S." number
(state project number):
Example: *C.S. 6982 (35=395) 907*
2. The parcel number
assigned to your property:
Example: *Parcel 201; Parcel 3A; Parcel 14BB; Parcel 10; etc.*
3. Title of the condemnation action
that affects your property:
Example: *"State vs. John Jones, et al"*
4. The name of the state's attorney and/
or department engineer who dealt with
you regarding your property.

Prepared by:
Minnesota Department of Transportation
Office of Land Management
October 2019

Guidegraphic.doc

Non-Discrimination Notice

Federal and state law prohibit discrimination on the basis of race, color, national origin, sex, age, disability, low-income status, creed, religion, marital status, sexual orientation, gender identity, and status with regard to public assistance. MnDOT is committed to ensuring that no person is subjected to discrimination on the basis of these protected classes under any and all programs, services, or activities administered by the department. Additionally, MnDOT is committed to ensuring that its programs incorporate access for people with limited English proficiency. Please contact MnDOT Office of Civil Rights at 651-366-3073 with questions or assistance related to this policy.

Limited English Proficiency Notice

To request this document in another language, please send e-mail and attach document to languageservices.dot@state.mn.us.

Para pedir este documento en otro idioma, envíe un correo electrónico y adjunte el documento a languageservices.dot@state.mn.us.

Yog xav kom muab daim ntawv no sau ua lwm hom lwm, thov sau ntawv nrog daim ntawv tuaj rau ntawm languageservices.dot@state.mn.us.

Si aad u codsato dukumeentigan oo ku qoran luqad kale, fadlan e-mail u soo dir oo ku soo lifaaq dukumiintiga languageservices.dot@state.mn.us.



Office of Land Management

395 John Ireland Blvd.
St. Paul, MN 55155-1899

Date: April 28, 2025

The Independent School District of the City of
Duluth
Central Administration Building
215 North First Ave East
Duluth, MN 55802

State Project #: 6925-145RW
Control Section #: 6925 (61=103) 904
Project Job #: TRW239185
County: St. Louis
Parcel: 5 - Independent School District 709
Property Address: 301 N. 40th Ave. E., Duluth, MN 55804

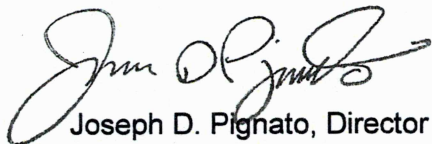
The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing an interest in your property for improvements to Highway 61. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the property interest being purchased. The certified appraised amount offered to you is \$6,200.00. This amount is for damages or loss in value to the remainder property.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this purchase offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact your MnDOT representative.

Sincerely,



Joseph D. Pignato, Director
Office of Land Management

Enclosures:

"Guide for Property Owners" Booklet

Legal Description describing acquisition

Offer to Sell and Memorandum of Conditions (reference copy if applicable)

Conveyance Instrument (reference copy if applicable)

"Relocation Assistance" Booklet (if applicable)

Valuation Report

Appraisal Reimbursement Claim form

Acquisition Incidental Claim form

Plat map (if applicable)

Parcel sketch

Receipt of Valuation Report:

Date: _____

Owner: _____

APPRAISAL REPORT

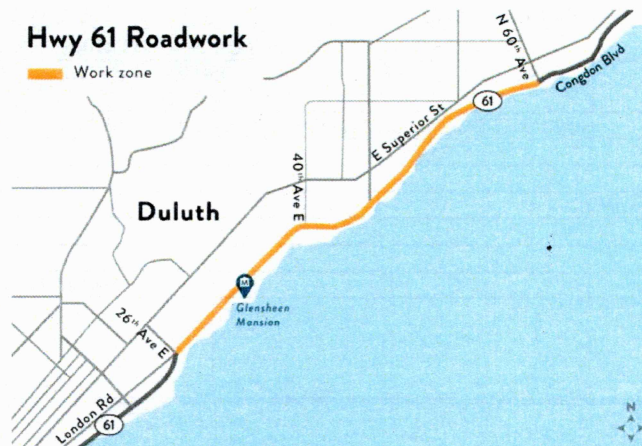
Client Information:

Minnesota Department of Transportation

Project: SP#6925-145 London Road/Hwy 61
Reconstruction Project
Control Section: 6925 (61=103) 904
Parcel: #5
County: St. Louis County
Owner: Independent School District 709
Parcel Address: 301 N 40th Ave E, Duluth, MN



Looking At Subject Improvement From N 40th Ave E



Report Prepared By:

Kelly A. Lindstrom
January 2025

Report Summary - Parcel #5

Address/Location:	301 N 40th Ave E, Duluth, MN			
Project Information:	SP#6925-145 London Road/Hwy 61 Reconstruction Project			
Property Type:	Residential			
Property Owner:	Independent School District 709			
Interests Appraised:	Fee simple estate			
Appraisal Purpose:	To provide a market value estimate of the acquisition area's fee simple interest.			
Client & Appraisal Use:	MnDOT, and/or its assigns, will utilize the report for purposes related to a proposed acquisition related to the London Road/Hwy 61 Reconstruction Project. The Minnesota Department of Transportation (MnDOT) has approved the Duluth London/Hwy 61 Road Reconstruction Project. The project will include the installation of roundabouts at the intersections of London Rd and S 26 th Ave E and N 40 th Ave E. The project will enhance intersection improvements (left turn lanes, raised pedestrian refuge islands, and lane configuration/pavement marking modifications) through the corridor. The project will also include pavement resurfacing, drainage improvements, upgrading sidewalks to ADA standards, tree removal and replacements, lighting improvements, and a Rapid-Flashing Beacon for pedestrian crossing at S 32 nd Ave E.			
Improvement Description:	School. Appraisal conducted for subject's underlying land only, along with any impacted improvements (excluding building improvements which are not expected to be impacted by the acquisition).			
Site Description:	Shape: Irregular Site Size Before (Per MnDOT): 1,237,104 SF (28.4 AC) (Valued as 12,176 SF) <u>ACQUISITION:</u> Approx. 6- Year Temporary Construction Easement - 12/1/2030: 5,228 SF (0.12 AC) Site Size After: 1,237,104 SF (28.4 AC) (Valued as 12,176 SF) Impacted Improvements: None General Topography: Level to gently sloping The subject's impacted area is not located within a flood plain Frontage: N 40 th Ave E & E Superior St			
Project Area AADT 2023:	London Rd: 17,258 (26 th Ave E) -10,834 (60 th Ave. E)			
Zoning:	R1: Residential-Traditional			
Present Use:	School			
Highest and Best Use Before and After Acquisition - Vacant & Improved	Residential as allowed within its zoning.			
Five Year Sales History:	The subject has been owned by Independent School District 709 for a period in excess of five years. The appraiser is not aware of any active listings or pending sales.			
Property Tax ID:	010-2680-00510			
Partial Legal Description:	THAT PART OF W 1/2 OF SW 1/4 LYING S OF SUP ST N OF THE D AND I R RY AND E OF A LINE 20 RODS E OF THE W LINE OF SAID FORTIES...			
Total Assessor's Market Value (For Taxes Payable 2025):	<u>ASSESSMENT YEAR</u> 2024	<u>LAND</u> \$369,700	<u>BUILDING</u> \$37,292,600	<u>TOTAL</u> \$37,662,300
Payable 2025 Property Tax:	\$0.00 (2024 Estimated Market Valuation of \$37,662,300)			
ALLOCATION OF ACQUISITION:				
Permanent Diminution in Value:			\$0.00	
Plus: Temporary Construction Easement:			\$6,200.00	
Plus: Cost to Cure/Acquired Items:			\$0.00	
Total Estimated Damages (Rounded):			\$6,200.00	
Approach to Value & Date of Valuation:			Sales Comparison Approach as of January 16, 2025	
Appraiser(s):			Kelly A. Lindstrom Certified General Appraiser, MN 20315256 Nicholas K. Lindstrom Residential Appraiser - Trainee, MN 40897797	

Property Inspection

Kelly A. & Nicholas K. Lindstrom inspected the subject property on January 16, 2025, as shown by the photographs following the St. Louis County GIS Aerial Map.

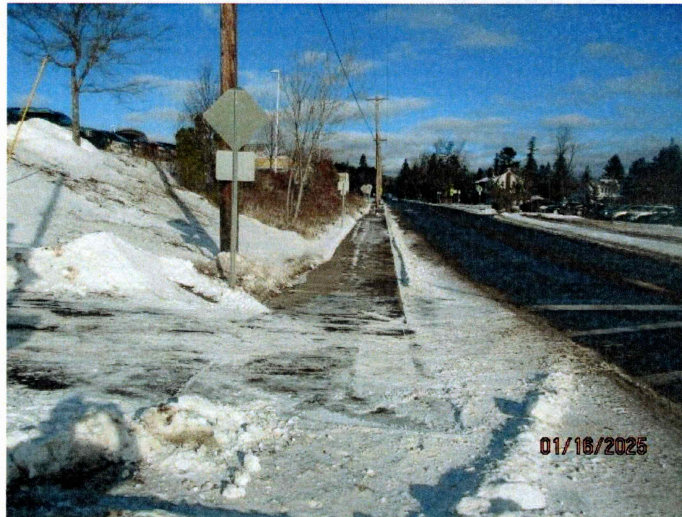
St. Louis County GIS Aerial Map



Subject Photographs



Looking At Subject Improvement From N 40th Ave E



Looking Northerly from Southeastern Edge of Acquisition



Looking Southerly along Acquisition Area from Subject Access

Acquisition and Parcel Sketch

The property is expected to be impacted by the acquisition that includes a 5,228 SF temporary construction easement related to the London Rd/Hwy 61 Reconstruction Project. The temporary construction easement is expected to encumber the area for an approximate 6-year period (January 16, 2025, through December 1, 2030). Any structural improvements on the site, and conformity of the improvements, will not be impacted by the project. Please see the following parcel sketches indicating the proposed acquisition area.



DEPARTMENT OF
TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 6925 (61=103) 904

State Project: 6925-145RW

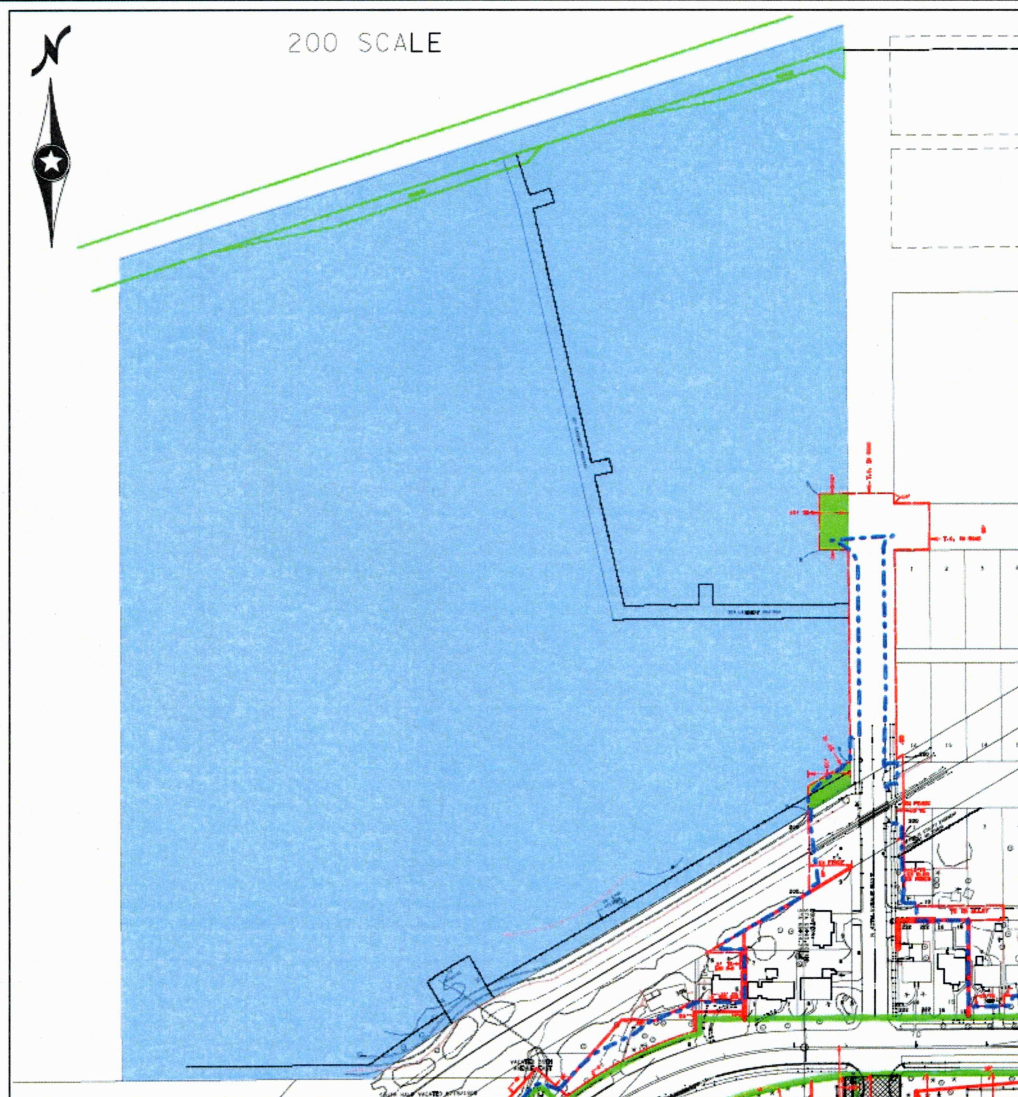
County: St. Louis

Owner: Independent School District 709

Parcel Number: 5

Sheet 1 of 1

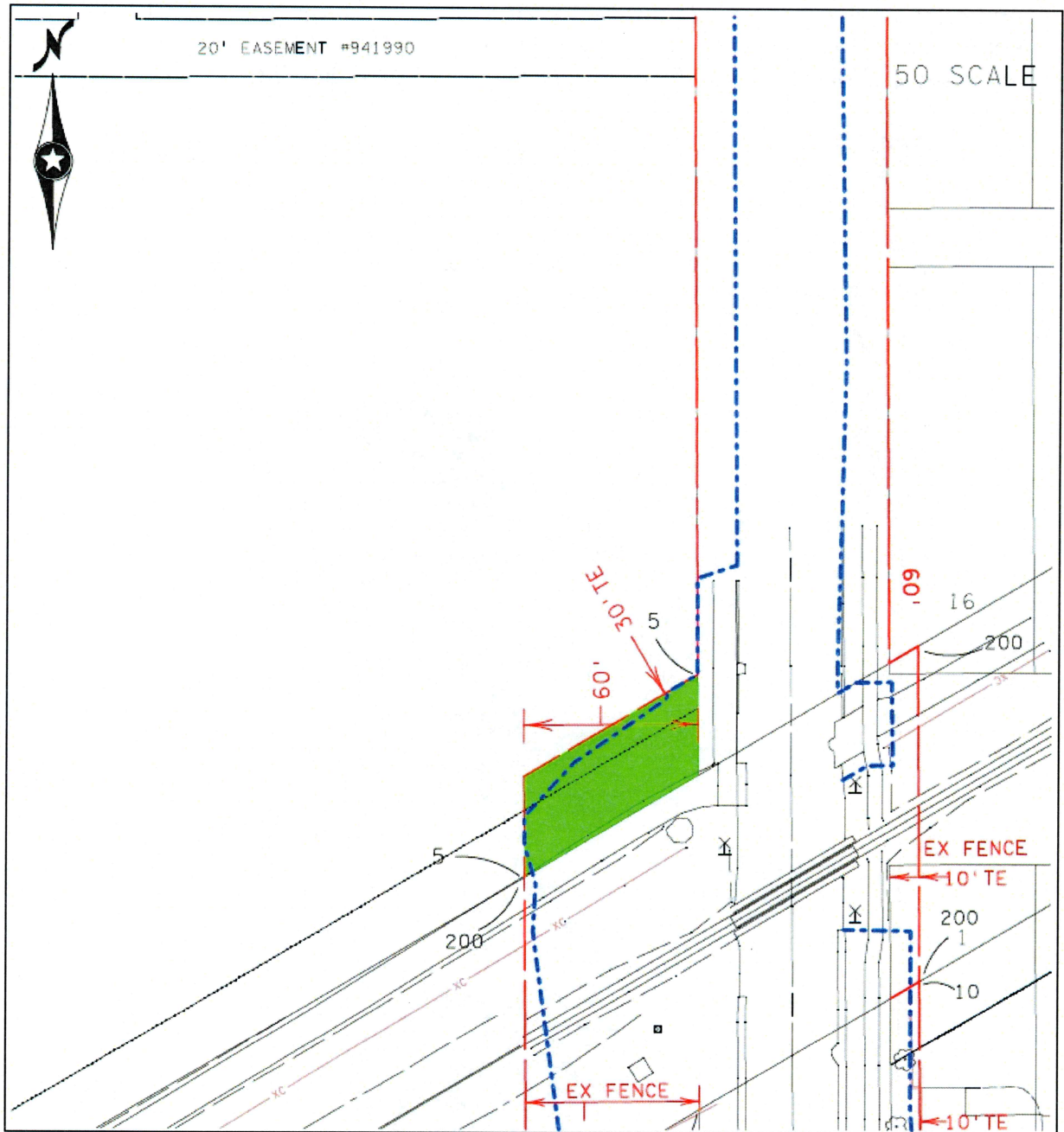
Scale 1 inch = 200 ft.

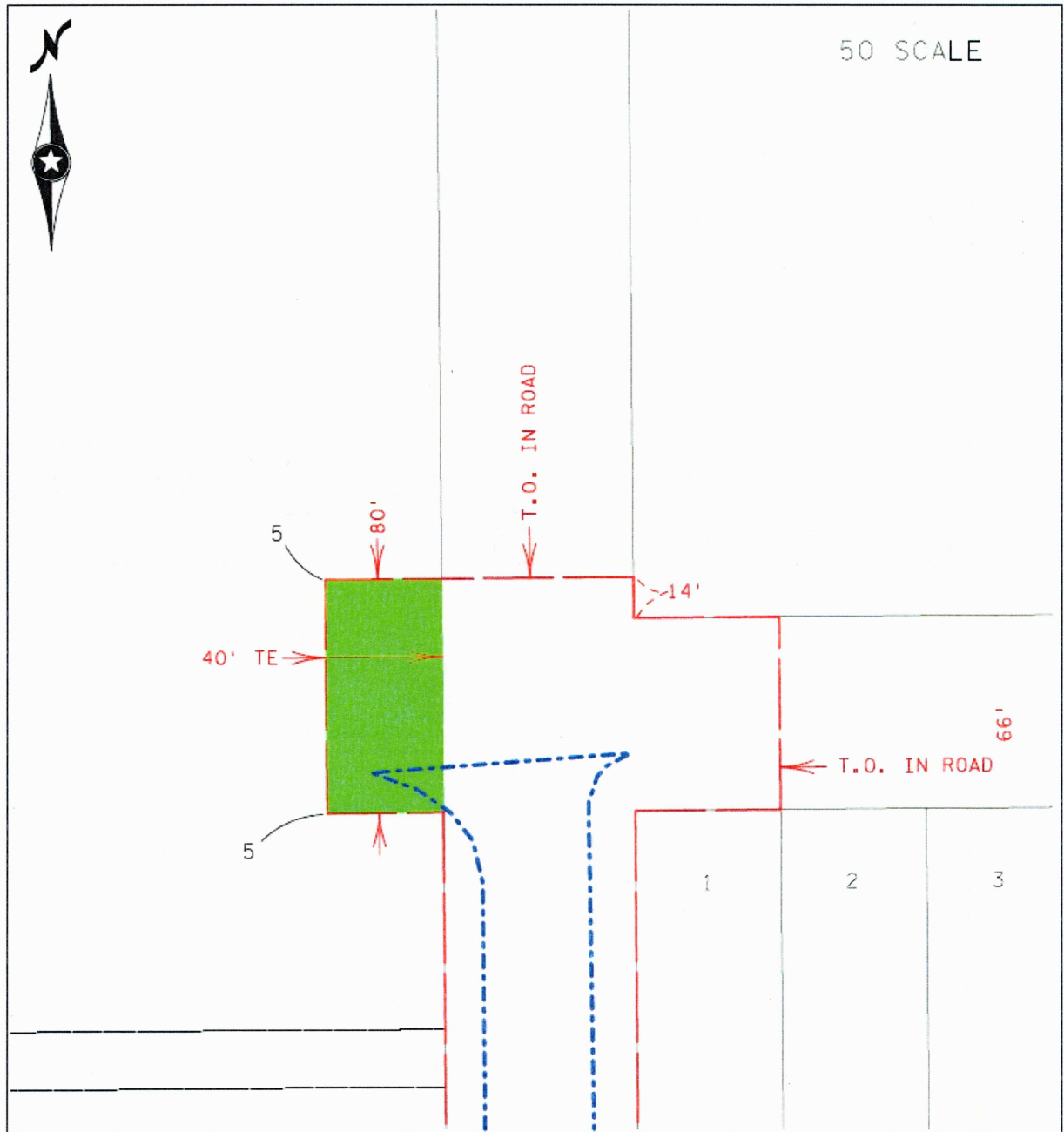


Layout sketch by Delroy Klemetsen

Created on September 27, 2024

Parcel #5 Independent School District 709





Layout sketch by Delroy Klemetsen

Created on September 27, 2024


C.S. 6925(61=103)904)
S.P. 6925-145
SECTION 7 - TOWNSHIP 50 NORTH - RANGE 13 WEST

PARCEL NUMBER	MNDOT PLAT	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS	BALANCE	TEMPORARY EASEMENT		TORRENS NUMBER
				ACRES	ACRES	ACRES	EXPIRES	
5	69-205	Independent School District 709	SW1/4 / SW1/4	28.40	28.40		12/01/2030	132302.0

COMPUTED AREAS

Layout sketch by Delroy Klemetsen

Created on September 27, 2024

Acres to Square Feet Conversion is 1 Acre = 43,560 SF

Legal Description

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

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Kelly Lindstrom, Certified General Appraiser
10779 Falling Water Lane, Unit #C
Woodbury, MN 55129
651-230-4440

March 25, 2025

Mr. John Hinzmann, Principal Land Surveyor
Minnesota Department of Transportation
1123 Mesaba Ave,
Duluth, MN 55811

RE: Appraisal Report for Parcel #5
Property Owner: Independent School District 709
SP#6925-145RW London Road/Hwy 61 Reconstruction Project

Dear Mr. Hinzmann:

Pursuant to your request, an inspection and appraisal have been made of the above referenced property. The appraisal estimates the fee simple market value of a proposed acquisition located along the roadway frontage of the subject property as of January 16, 2025 (the date of the most recent property inspection) subject to the certification and the assumptions and limiting conditions herein stated. As structural improvements are not expected to be physically or monetarily impacted by the acquisition, this is a strip taking appraisal, whereby only the area being impacted will be appraised together with affected site improvements, if any. Strip taking appraisals are most often used in nominal taking cases in which the remainder's highest and best use is not affected and a before and after appraisal is not economically practical.

The proposed acquisition includes an approximate 6-year temporary construction easement (expiring 12/1/2030) related to SP#6925-145RW London Road/Hwy 61 Reconstruction Project. **The subject property's large size for its location is atypical in the Duluth single-family housing market. To provide a more accurate appraisal of the subject properties value, the extraordinary assumption that the subject property would be subdivided into smaller lots is being applied. The subject will be valued as though it was the same size as a neighboring property, PID: 010-2960-00910, which is 12,176 SF, similarly irregular in shape, and has similar roadway and railroad frontage to the subject.** methods and reasoning used in the analyses, as well as the data gathered during the investigation of the property and marketplace are also detailed in this report.

After careful consideration of all the pertinent factors influencing fair market value, it is my opinion that the market value of the proposed acquisition, in fee simple estate, as of January 16, 2025 (the date of the most recent property inspection) is **\$6,200.00**.

This appraisal report has been completed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of The Appraisal Foundation, Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and (Mn/DOT) Right-of-Way (R/W) Manual, Section 200. All statements of fact contained in this report upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct to the best of my knowledge.

Please feel free to contact me if you have any questions regarding this report. Thank you for the opportunity to assist you in this valuation matter.

Respectfully Submitted,



Kelly Lindstrom, Resident Appraiser - Certified General (Minnesota License # 20315256)
Parcel #5 Independent School District 709

CERTIFICATION

Project: SP#6925-145 London Road/Hwy 61 Reconstruction Project

Parcel: #5 Independent School District 709

I hereby certify:

That on January 16, 2025, Kelly Lindstrom, Certified General Appraiser, personally inspected the property herein appraised. The property owner, Independent School District 709, did not accompany the appraiser on the property inspection. She has also personally made a field inspection, to the extent possible, of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in this appraisal report.

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true and the information upon which the opinions expressed therein are based as correct, subject to the limiting conditions herein set forth.

That I understand that said appraisal is to be used by MnDOT, and its assigned representatives, for purposes related to a proposed acquisition for the London Road/Hwy 61 Reconstruction Project.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to real property appraisal and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under established State or Federal law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have performed services as an appraiser within the previous three-year period immediately preceding acceptance of this assignment.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That in making this appraisal, I have disregarded any increase or decrease in the value caused by the project influence rule for which the property is being acquired.

That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of MnDOT until authorized by agency officials to do so, or until we are required to do so, by due process of law, or until we are released from the obligation by having publicly testified as to such findings.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

That use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I, Kelly Lindstrom, have completed the Standards and Ethics Education Requirement as a practicing affiliate of the Appraisal Institute.

That my independent opinion of the market value of the proposed acquisition as of January 16, 2025 (the most recent inspection date) is \$6,200.00 and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.

Dated: March 25, 2025



Kelly A. Lindstrom
Certified General Appraiser; Minn. # 20315256

CERTIFICATION

Project: SP#6925-145 London Road/Hwy 61 Reconstruction Project
Parcel: #5 Independent School District 709

I hereby certify:

That on January 16, 2025, Nicholas K. Lindstrom inspected the property herein appraised from the existing right of way. He has also personally made a field inspection, to the extent possible, of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in this appraisal report.

That to the best of my knowledge and belief the statements contained in the appraisal hereinabove set forth are true and the information upon which the opinions expressed therein are based as correct, subject to the limiting conditions herein set forth.

That I understand that said appraisal is to be used by MnDOT, and its assigned representatives, for purposes related to a proposed acquisition for the London Road/Hwy 61 Reconstruction Project.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to real property appraisal and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under established State or Federal law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have performed services as an appraiser within the previous three-year period immediately preceding acceptance of this assignment.

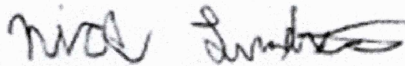
That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That in making this appraisal, I have disregarded any increase or decrease in the value caused by the project influence rule for which the property is being acquired.

That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of MnDOT until authorized by agency officials to do so, or until I am required to do so, by due process of law, or until we are released from the obligation by having publicly testified as to such findings.

That my independent opinion of the market value of the proposed acquisition as of January 16, 2025 (the most recent inspection date) is \$6,200.00 and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.

Dated: March 25, 2025



Nicholas K. Lindstrom
Resident Appraiser - Trainee
Minn. # 40897797

Discussion of Assignment and Conditions

MnDOT (client and intended user) requested that we perform an appraisal to determine the fair market value of the proposed acquisition that includes a 5,228 SF temporary construction easement along the subject's roadway frontage as indicated on the inspection photos and parcel sketches contained within this report.

Reporting Requirements

This report is designed to comply with the reporting requirements of Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice that addresses report specifications. The appraisal is presented in an "Appraisal Report" format, as described in 2024-2025 USPAP Standards Rule 2-2 (a). Supporting documentation not contained in the report is retained in the appraiser's work file. Only summary discussions of the data, reasoning, and analyses are contained herein as required by USPAP and as allowed by MN/DOT requirements, detailed in the Right of Way Manual.

Intended Use of the Report (Purpose and Function of the Report)

The intended use (purpose) of this appraisal is to provide an opinion of the fair market value of the acquisition(s) for MnDOT who intends to use this report (function) for purposes related to the London Road/Hwy 61 Reconstruction Project.

Date of Valuation

The date of valuation is the date of the property inspection, January 16, 2025.

Extraordinary Assumptions

An extraordinary assumption is something specific to the assignment that is assumed to be true but is not certain. If it turns out to be untrue, the value conclusion would be impacted. It is different than a general assumption, which could be applicable to any assignment. **The subject property's large size for its location is atypical in the Duluth single-family housing market. In order to provide a more accurate appraisal of the subject properties value, the extraordinary assumption that the subject property would be subdivided into smaller lots is being applied. The subject will be valued as though it was the same size as a neighboring property, PID: 010-2960-00910, which is 12,176 SF, similarly irregular in shape, and has similar roadway and railroad frontage to the subject.** We relied on information provided and made available by the client and public records as to the subject's and comparable sales' sizes and characteristics not readily apparent during the property inspections. If this information is incorrect, valuation conclusions could be impacted. **We relied on the property inspection and parcel sketch information and notations indicating acquisition sizes/locations and specific impacts, if any, that will impact the subject.** If additional improvements are impacted, value conclusions could be impacted. The following general assumptions have been made related to the proposed project:

1. There will be no interruption of access to the subject resulting from the project.
2. There will be no damages to subject improvements unless stated within this report, impacted items within the existing right of way are not compensable within the scope of this report.

3. The areas of the driveways, mailboxes, and maintained grasses will be repaired or replaced in a similar fashion to that prior to the project.
4. Any temporary easement acquisition area is being returned to its pre-acquisition elevation with no significant slope changes.

If any of these assumptions are incorrect, value conclusions may be impacted. No additional extraordinary assumptions were utilized in this report unless otherwise noted.

Hypothetical Conditions

A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis. The subject property was valued as vacant land, as any existing structural improvements are not expected to be impacted. If this information is incorrect, valuation conclusions would be impacted. No hypothetical conditions were utilized in this report.

Competency

The appraisers certify that they have the knowledge and experience to complete this appraisal assignment competently.

Property Rights Appraised

The subject property is appraised by estimating the market value of the fee simple interest of the subject's underlying land. Fee Simple Interest, as considered throughout this report is defined in *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police power and escheat".

Exposure Time and Marketability

Exposure Time and Marketing Time are defined within *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

Exposure Time: *"The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market."*

Marketing Time: *"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."*

The market values are based on the property having approximately three to nine months of exposure time prior to the effective date of the appraisal. The marketing time of the subject property is considered to be approximately three to six months.

Market Value

Market Value is defined within *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

"The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;*
- 2. Both parties are well informed or well advised, and each is acting in what they consider their best interest;*
- 3. A reasonable time is allowed for exposure in the open market;*
- 4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Market value, unless otherwise noted, shall represent cash equivalent terms where the seller receives all cash for their interest. The property may be financed at typical market terms under this definition.

Approaches to Value

A property's value can be estimated through three approaches to value. The three approaches are based on the market's interpretations of value, and they are the Cost Approach, the Income Approach, and the Sales Comparison Approach. Only the Sales Comparison Approach has been fully developed for this assignment and utilized similarly zoned vacant land sales obtained from listing services and County Records. The cost approach was utilized to value any impacted landscaping and improvements located within the acquisition area.

Scope of Appraisal (Appraisal Methodology)

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied, all based upon the following problem-identifying factors stated elsewhere in this report:

1. Client
2. Intended use
3. Intended user
4. Type of opinion
5. Effective date of opinion
6. Relevant characteristics about the subject

The appraisal task is to estimate the subject's market value of the acquisition as of the effective date of this report.

Appraisal Methodology Summary

The following data and concepts pertaining to the subject property have been examined and analyzed.

- Physical characteristics of the real property including:
 1. Inspection of subject on January 16, 2025, in order to gather information about the subject's characteristics as relevant to the valuation.
 2. Review of county aerial and Google Earth aerial images.
 3. Analysis and observations of the local market and the subject's location and place within this local market.
- Non-physical characteristics of the real property including:
 1. Property rights
 2. Legal description
 3. Existing easements of record
 4. Tax and assessment data
 5. Zoning data
 6. Future land use data
- Observations and data regarding the subject's market and indicators within this market (by reviewing sales of similar properties from the Assessor's Office and comparable data listing services) including:
 1. Comparative analysis of factors considered relevant that influence value.
 2. Supply and demand generators of the market.
 3. Financing options available within the market.
 4. Perception of the future market.
- Utilizing the above data and concepts, the following analyses occurred:
 1. Highest and best use of the subject property.
 2. All three approaches to value were considered, given the subject is being valued as vacant, the sales comparison approach was considered applicable and therefore utilized.
 3. After gathering, verifying through public record searches and independent verifications with transaction participant(s) and analyzing the relevant data, the estimated market value was concluded for the subject property as if vacant.
 4. Reconciliation of approaches and final estimate of value.

- This Appraisal Report was prepared and summarizes the data, work performed, analysis, and conclusions.

Economic Market Data

The City of Duluth enjoys a relatively stable economy supported by strong infrastructure including major roadways that provide easy access to the major cities of Minneapolis and St. Paul. The city's economy is considered to be a stand-alone economy as the majority of its residents seek employment inside its city borders, primarily in the business/industrial districts of Duluth. Analysis of data reveals a trend of development with a reasonably stable real estate market.

Neighborhood Description

The subject abuts N 40th Ave E & E Superior St along its frontage. N 40th Ave E runs in a generally Northerly-Southerly direction, while E Superior St runs in a generally Northeasterly-Southwesterly direction in the subject's area on the western side of Lake Superior. The subject's immediate neighborhood is primarily residential, with some commercial and industrial properties to the southwest of 26th Ave E.

Zoning

The subject is zoned R1: Residential-Traditional. There are many permitted and conditional uses allowed within the district; a copy of the zoning is retained in the appraisers work file.

TABLE 50-14.5-1 R-1 DISTRICT DIMENSIONAL STANDARDS		
		LOT STANDARDS
Minimum lot area per family (One-family) ^{(1) (2)}		The smaller of 4,000 sq. ft. or average of developed 1-family lots on the block face
Minimum lot area per family (Two-family) ^{(1) (2) (3)}		The smaller of 3,000 sq. ft. or average of developed 2-family lots on the block face
Minimum lot area per family (Townhouse) ⁽¹⁾		3,000 sq. ft.
Minimum lot frontage (one-family) ⁽¹⁾		The smaller of 40 ft. or average of developed lots with similar uses on the block face
Minimum lot frontage (two-family and townhouses) ⁽¹⁾		The average of developed lots with similar uses on the block face, but not less than 40 feet.
		STRUCTURE SETBACKS
Minimum depth of front yard		The smaller of 25 ft. or average of adjacent developed lots facing the same street
Minimum width of side yard (one- and two-family)	General	6 ft.
	Lots with less than 50 ft. but more than 25 ft. frontage	Combined width of side yards must be at least 12 ft., with no side yard less than 3 ft. wide
	Lots with 25 ft. or less of frontage	Combined width of side yards must be at least 8 ft., with no side yard less than 3 ft. wide
Minimum width of side yard (all other principal structures)		10 ft. if adjacent to another lot
		25 ft. if adjacent to platted street
Corner Lot: width of front side yard	Dwelling	15 ft.
	Detached accessory building	15 ft.
	All other Principal Structures	25 ft.
Minimum depth of rear yard		25 ft.
		STRUCTURE HEIGHT
Maximum height of building		30 ft.
⁽¹⁾ Determined using "Lots on the block face" definition. When doing this calculation, exclude the subject lot from the calculation. ⁽²⁾ Lots without municipal sewer must also meet requirements of 50-21.2. ⁽³⁾ Existing structures that have a change of use from one-family to two-family must meet minimum lot area and frontage, but not setbacks. For lots with less than the minimum lot frontage, refer to 50-38.5 Section 50.21 Dimensional standards contains additional regulations applicable to this district.		

Currently, the zoning ordinance does not deduct easement feet when determining eligibilities. It is highly unlikely that the subject parcel would be rezoned as it is currently zoned as guided in Comprehensive Land Use Plan. The subject, as it exists, is a legal lot of record and is considered a conforming use. It is considered conforming as to site size and conforming as to setback requirements, before and after acquisition.

Other Legal Restrictions

We are not title experts and have depended upon information provided by the client regarding the location of the existing right-of-way (based on the mapping provided) and any easements within the acquisition area(s). We are not aware of any additional atypical encumbrances or restrictions that may be placed on the existing property that would affect the subject's value.

Highest and Best Use-Before & After Acquisition

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Seventh Edition*, as:

The reasonably probable and legal use of vacant land or an improved property that is physically possible appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The highest and best use is further differentiated, within *The Dictionary of Real Estate Appraisal, Seventh Edition*, as vacant and as improved:

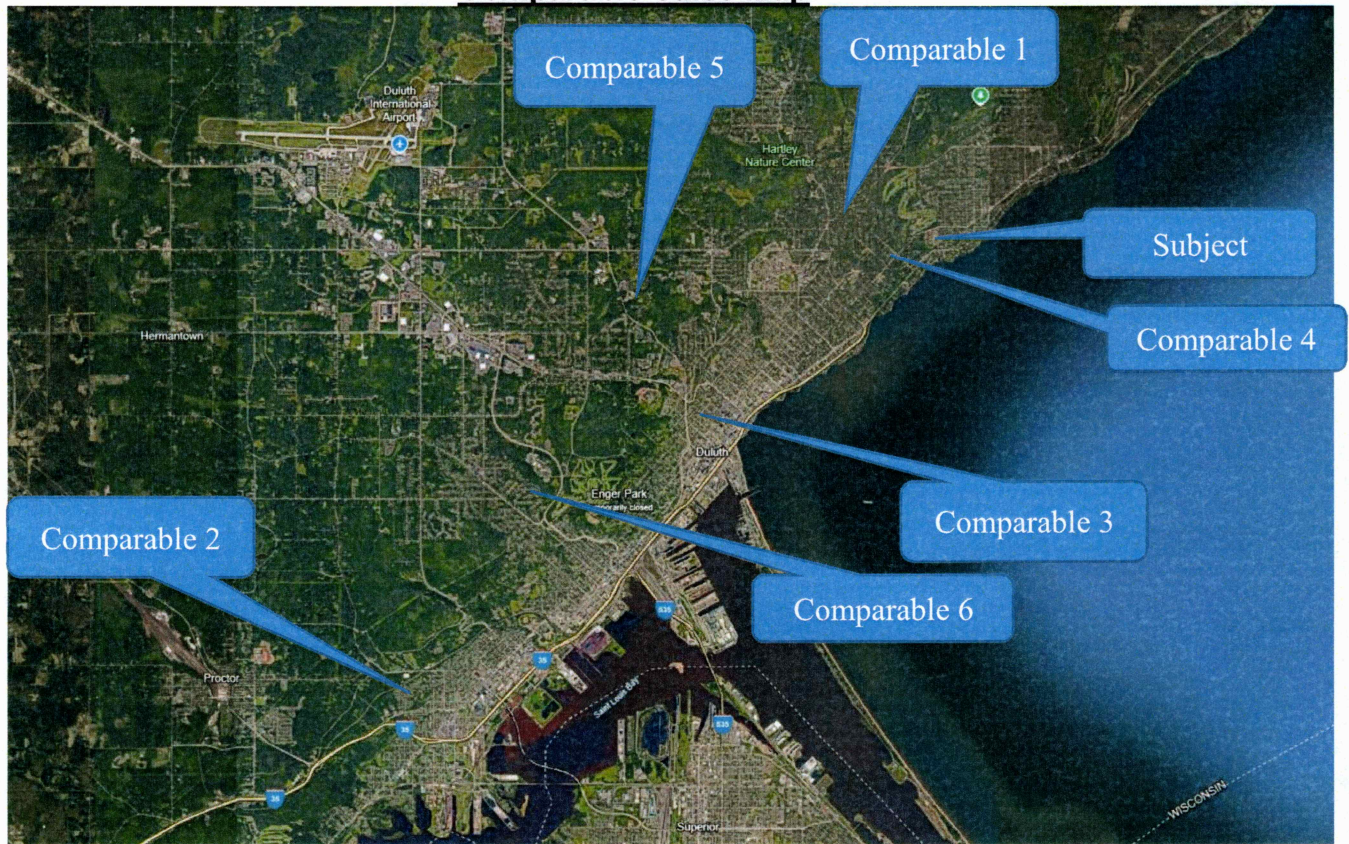
Highest and best use of land or site as though vacant: Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Highest and best use of property as improved: The use that should be made of a property, as it exists. An existing improvement should be retained as is, so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and construction a new one.

The four tests of highest and best use are: physically possible, legally permissible, financially feasible, and maximally productive.

The highest and best use, as vacant and as improved, is not impacted by the acquisition. Given the contributory value, based on the assessed value, of the improvements to the underlying land, the highest and best use, as improved, is continued use as improved. The highest and best use, as vacant and as improved, is for residential development as allowed by its zoning.

Comparable Sales Map



Sales Comparison Chart							
	SUBJ.	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
PID	010-2680-00510	010-1850-00690	010-2660-03560	010-1350-01580	010-0710-00170	010-0315-00250	010-2890-00800
Address	301 N 40th Ave E	XXX Dunedin Ave	8XX N. 62nd Ave W	122 E 8th St	XXXX E 4th St	XXXX Chinook Dr	XXX Appalachian St
City	Duluth	Duluth	Duluth	Duluth	Duluth	Duluth	Duluth
Buyer / Seller		Jill Petracek/ Daniel J. & Mika Kinney	Joseph Radig/ Rodney & Theresa Cummings	Kyle D. Landwehr/ Dennis J. Niskanen	David M Gould & Darcy J. Widmayer/ Darrel T. & Carol A. Musick	Gaining Ground Assets Limited Partnership/ Kevin Ehrenreich	Jeremy & Marsha Jones/ Linda & James Gross
Sale Price		\$20,000	\$25,000	\$50,000	\$65,000	\$38,000	\$42,000
Spec. Conditions		None	None	None	None	None	None
Financing/ Terms		Typical	Typical	Typical	Typical	Typical	Typical
Motivations		Typical	Typical	Typical	Typical	Typical	Typical
Date of Sale/ Mkt. Conditions 5%/Year		4/2024 3.78%	4/2024 3.78%	3/2023 9.20%	5/2023 8.36%	3/2024 4.20%	4/2024 3.78%
Adjusted Sale Price		\$20,756	\$25,945	\$54,600	\$70,434	\$39,596	\$43,588
Price Per SF		\$2.53	\$2.75	\$5.17	\$4.67	\$1.70	\$1.61
Size SF	1,237,104 (Valued as 12,176)	8,210 -	9,420 -	10,557 =	15,094 =	23,353 +	27,129 +
Zoning	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional	R1: Residential-Traditional
Utilities	Municipal	Similar	Similar	Similar	Similar	Similar	Similar
Shape/ Topography	Irregular/ Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping	Rectangular Generally level to gently sloping
Comparability		-	-	-	-	-	-
Location	Duluth	Duluth ++	Duluth ++	Duluth =	Duluth =	Duluth ++	Duluth ++
Overall Comparability		= Approximately	= Approximately	- Less Than	- Less Than	++ Greater Than	++ Greater Than
Estimated Value \$/SF		\$2.53/SF	\$2.75/SF	\$5.17/SF	\$4.67/SF	\$1.70/SF	\$1.61/SF

Adjustments:

Date of Sale/Market Conditions: Sales were researched from 2021-2024, with the most similar sales selected for analysis. In a typical market, adjustments are generally made to reflect the passage of time to reflect either the appreciation (an upward adjustment) or depreciation (a downward adjustment) reflected in the marketplace over a period. All Sales Closed within 2023-24, and an upward adjustment of 5%/year is applied to all comparable sales, commensurate with their sale dates.

Site Size: The subject is being valued on a per square foot/SF basis, the assumption being that lots of approximately the same size will have a similar value on a square foot basis with larger sites commanding a discount and smaller sites commanding a premium. The adjustment for the comparable sales is applied commensurate with their market perceived variance in terms of size in the final reconciliation.

Zoning: All comparable sales and the subject are considered similar in zoning and allow for residential development; no adjustments applied.

Utilities: The subject has access to municipal water / sewer. All Comparable Sales are similar, no adjustment is applied.

Shape/Topography: Comparable sales and the subject are considered reasonably similar in general topography and conducive to development, but the subjects irregular shape is considered inferior to development in comparison to the comparable sales rectangular shape, which is the preferred shape in the residential marketplace.

Location: The comparable sales are adjusted due to neighborhood and proximity to Lake Superior. The London Road neighborhood and the subject's proximity to Lake Superior is considered highly desirable in the residential marketplace, while it's close to proximity to the railroad tracks on the north side of the property and the subsequent noise pollution caused by the passing of trains is considered an inferior locationally. All Comparable Sales are considered to be inferior to the subject locationally.

Reconciliation of the Subject's Land Value and Estimate of Acquisition Value

After adjustments have been considered, an indicated value range of the subject's per square foot (SF) value is believed to be between approximately \$2.53-2.75/SF, given it is most similar to Comparable Sales One and Two. All comparable sales were considered with the greatest weight placed on the adjustments made for the subject's size and location. The subject is considered to have a likely value in the marketplace of \$2.75/SF. Due to the acquisition being a temporary construction easement, there is believed to be no permanent diminution in the subject's property value.

Temporary Easement Valuation

The property is subject to a proposed temporary construction easement that will encumber an area of 5,228 SF for an approximately 6-year period (January 16, 2025, through December 1, 2030). The temporary construction easement is valued as if the land were rented at an appropriate land capitalization rate for the duration of the

encumbrance. We applied a land capitalization rate of 8%, as the property owner will be responsible for real estate taxes through the lease period.

Encumbered Land Area:	5,228 SF
Multiply By Indicated Market Value/SF:	X <u>\$2.75/SF</u>
Estimated Value of Encumbered Land:	\$14,377.00
Multiply by Land Capitalization Rate:	X <u>8%</u>
Annual Rental Value:	\$1,150.16
PV Factor (6-Yrs Discounted at 5%/Yr):	X <u>5.33</u>
	\$6,130.35
Temporary Easement Value (Rounded):	\$6,200.00

Acquired Items/Cost to Cure Valuation

Any impact to existing driveways and maintained yards will be repaired/replaced as part of the project. There are believed to be no impacted items through the project.

The acquired items/cost to cure valuation has an estimated value of \$0.00.

FINAL ESTIMATE OF DAMAGES

The appraisers' final summation of the acquisition, as of January 16, 2025, is presented as follows:

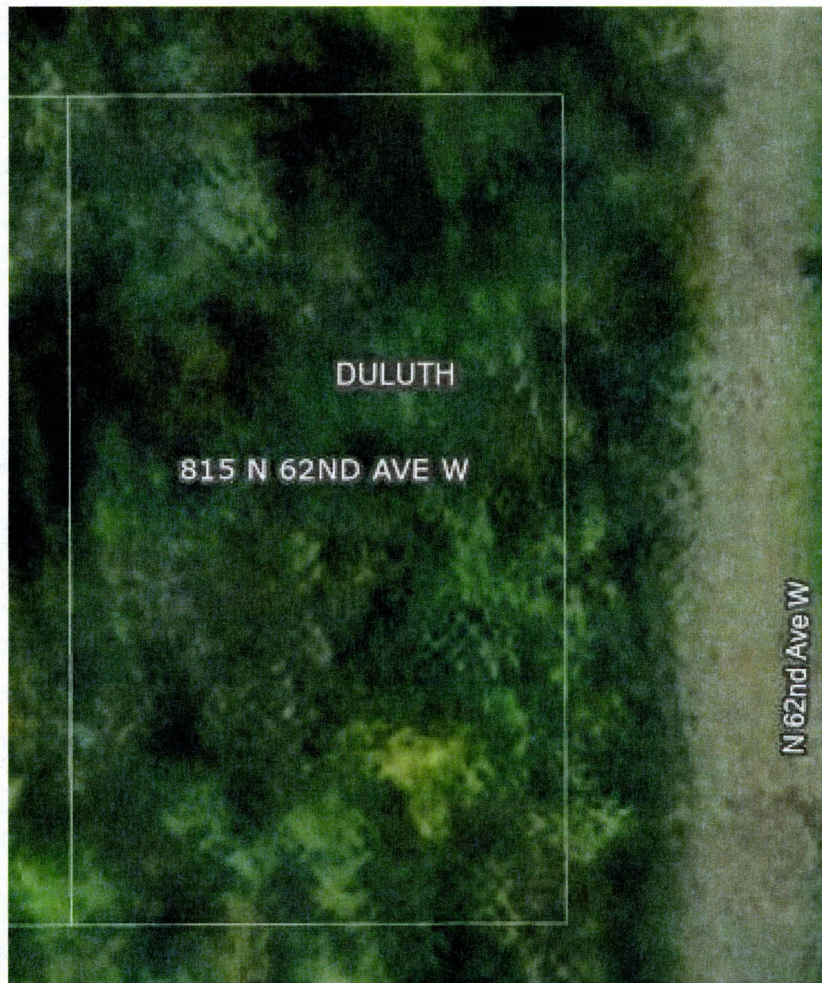
Permanent Diminution in Value:	\$0.00
Temporary Construction Easement:	\$6,200.00
Cost to Cure/Acquired Items:	<u>\$0.00</u>
Total Estimated Damages (Rounded):	\$6,200.00

ADDENDA

Comparable Images



Comparable One: eCRV #1635755



Comparable Two: eCRV #1635530



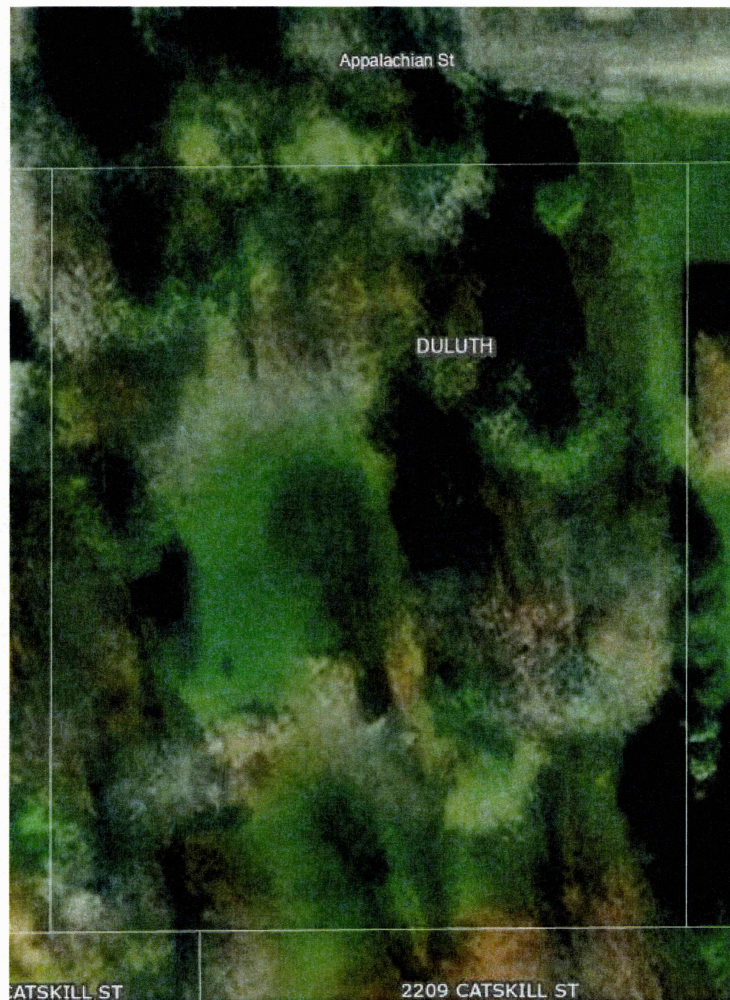
(St. Louis County GIS has property labelled as 124 E 8th St, eCRV has property listed as 122 E 8th St)
Comparable Three: eCRV #1518455



Comparable Four: eCRV #1540916



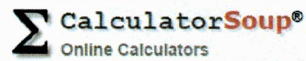
Comparable Five: eCRV #1632001



Comparable Six: eCRV #1640305

Present Value of Cash Flow Sample

Present Value of Cash Flows Calculator



[Calculators](#) > [Financial](#) > [Time Value of Money](#) > Present Value of Cash Flows Calculator

[Basic Calculator](#)

Present Value of Cash Flows Calculator

Present Value of Cash Flows

Interest Rate: %
discount rate per Period

Compounding:
times per Period

Cash Flows at:
of each Period

Number of Lines:

Line	Periods	Cash Flows
1	<input type="text" value="1"/> @	<input type="text" value="1.00"/>
2	<input type="text" value="1"/> @	<input type="text" value="1.00"/>
3	<input type="text" value="1"/> @	<input type="text" value="1.00"/>
4	<input type="text" value="1"/> @	<input type="text" value="1.00"/>
5	<input type="text" value="1"/> @	<input type="text" value="1.00"/>
6	<input type="text" value="1"/> @	<input type="text" value="1.00"/>

Answer:

For the Cash Flow Series
PV = \$5.33

Cash Flow Stream Detail

Period	Cash Flow	Present Value
1	1.00	1.00
2	1.00	0.95
3	1.00	0.91
4	1.00	0.86
5	1.00	0.82
6	1.00	0.78
	Total:	5.33

[How could this calculator be better?](#)

[Get a Widget for this Calculator](#)

© CalculatorSoup

Calculate the present value (PV) of a series of future cash flows. More specifically, you can calculate the **present value of uneven cash flows** (or even cash flows). To include an initial investment at time = 0 use [Net Present Value \(NPV\) Calculator](#).

Calculator Inputs

Periods

This is the frequency of the corresponding cash flow. Commonly a period is a year or month. However, a period can be any repeating time unit that payments are made. Just be sure you are consistent with weeks, months, years, etc for all of your inputs.

Rate per period

This is your discount rate or your expected rate of return on the cash flows for the length of one period.

Compounding

is the number of times

compounding will occur during a period. You might have a yearly rate and compounding is 12 times per yearly period, monthly.

Payments at Period Beginning or End

Choose if payments are made at the beginning of each period (like an annuity due in advance) or at the end of each period (like an ordinary annuity in arrears)

Cash Flows

The cash flow (payment or receipt) made for a given period or set of periods

<https://www.calculatorsoup.com/calculators/financial/present-value-cash-flows-calculator.php>

Zoning

50-14 Residential Districts

50-14.5 Residential-Traditional (R-1).

A. Purpose.

The R-1 district is established to accommodate traditional neighborhoods of single-family detached residences, duplexes and townhouses on moderately sized lots. This district is intended to be used primarily in established neighborhoods. Many of the dimensional standards in this district require development and redevelopment to be consistent with development patterns, building scale, and building location of nearby areas. Uses are allowed as shown in Table 50-19.8;

TABLE 50-14.5-1

R-1 DISTRICT DIMENSIONAL STANDARDS

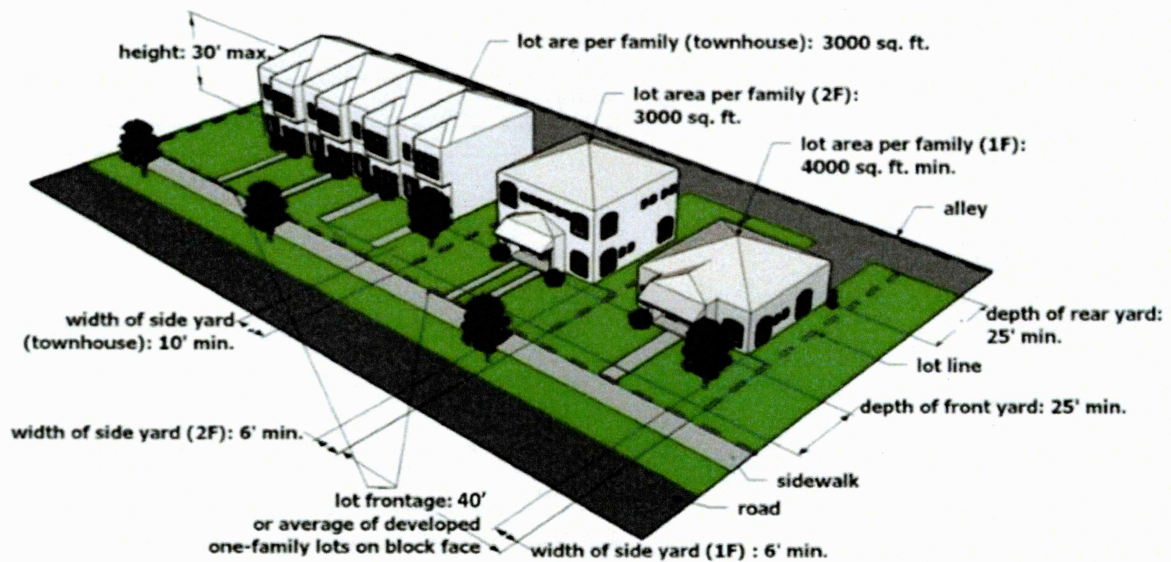
LOT STANDARDS		
Minimum lot area per family (One-family) ^{(1) (2)}	The smaller of 4,000 sq. ft. or average of developed 1-family lots on the block face	
Minimum lot area per family (Two-family) ^{(1) (2) (3)}	The smaller of 3,000 sq. ft. or average of developed 2-family lots on the block face	
Minimum lot area per family (Townhouse) ⁽¹⁾	3,000 sq. ft.	
Minimum lot frontage (one-family) ⁽¹⁾	The smaller of 40 ft. or average of developed lots with similar uses on the block face	
Minimum lot frontage (two-family and townhouses) ⁽¹⁾	The average of developed lots with similar uses on the block face, but not less than 40 feet.	
STRUCTURE SETBACKS		
Minimum depth of front yard	The smaller of 25 ft. or average of adjacent developed lots facing the same street	
Minimum width of side yard (one- and two-family)	General	6 ft.
	Lots with less than 50 ft, but more than 25 ft frontage	Combined width of side yards must be at least 12 ft., with no side yard less than 3 ft. wide
	Lots with 25 ft or less of frontage	Combined width of side yards must be at least 8 ft., with no side yard less than 3 ft. wide
Minimum width of side yard (all other principal structures)	10 ft. if adjacent to another lot	
	25 ft. if adjacent to platted street	
Corner Lot: width of front side yard	Dwelling	15 ft.
	Detached accessory building	15 ft.
	All other Principal Structures	25 ft.
Minimum depth of rear yard	25 ft.	
STRUCTURE HEIGHT		
Maximum height of building	30 ft.	
⁽¹⁾ Determined using "Lots on the block face" definition. When doing this calculation, exclude the subject lot from the calculation.		
⁽²⁾ Lots without municipal sewer must also meet requirements of 50-21.2.		
⁽³⁾ Existing structures that have a change of use from one-family to two-family must meet minimum lot area and frontage, but not setbacks. For lots with less than the minimum lot frontage, refer to 50-38.5		
Section 50.21 Dimensional standards contains additional regulations applicable to this district.		

B. Example.



C. Illustration.

R-1 Example Lot Layout



(Ord. No. 10044, 8-16-2010, § 6; Ord. No. 10096, 7-18-2011, § 7; Ord. No. 10225, 5-28-2013, § 1; Ord. No. 10337, 11-24-2014, § 1; Ord. No. 10421, 11-9-2015, § 1; Ord. No. 10659, 10-28-2019 §1)

Assumptions and Limiting Conditions

The certification of this appraisal report is subject to the following assumptions and limiting conditions:

1. The subject's improvement(s), if any, are not expected to be impacted by the acquisition, as such; this appraisal values the subject property (land only).
2. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the marketability of the title.
3. The property is assumed to be under responsible ownership and management.
4. The property is appraised as though clear and free of any liens, encumbrances, or indebtedness, unless stated otherwise.
5. To the best of this appraiser's belief, the information contained in this report is true and reported correctly. The information in this report, while not guaranteed, has been taken from sources or records believed to be reliable.
6. The Appraiser assumes that there exist no hidden defects with the site, sub-soil, or improvements, which would render it more or less valuable.
7. Disclosure by the Appraiser of the contents of this appraisal report is subject to review in accordance with the by-laws and regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. The Appraiser is not required to appear in court or give testimony because of having made this report, unless arrangements have been made in advance.
9. This report, or any portions thereof, will not be distributed, or otherwise disseminated, to anyone other than the person whom commissioned this or those involved in the certification, except as required by law.
10. This entire appraisal report must be considered as a whole and any excerpts or portions from this report cannot be considered separately.
11. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws, as well as applicable zoning regulations and restrictions, unless otherwise stated in this report.
12. It is assumed that all required licenses, consents or other authority from any local, state, or federal governments has been obtained or can be renewed.
13. It is assumed that the subject improvements, if any, are within the stated boundaries, and that there are no encroachments on neighboring property, or

neighboring encroachments on the subject property, unless otherwise stated in this report.

14. The existence of potentially hazardous material such as urea-formaldehyde foam insulation, asbestos, and existence of toxic water, toxic waste, or radon gas may have an effect on the value of the property. The Appraiser is not qualified to determine if such substances are present. The client may wish to consult an expert in this field.
15. Acceptance of or use of this appraisal report constitutes an understanding of and acceptance of these assumptions and limiting conditions.

STATE OF MINNESOTA



KELLY ANN LINDSTROM
LINDSTROM KELLY A
10779 FALLING WATER LANE UNIT C
WOODBURY, MN 55129

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
KELLY ANN LINDSTROM

LINDSTROM KELLY A
10779 FALLING WATER LANE UNIT C
WOODBURY, MN 55129

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

Resident Appraiser : Certified General

License Number: 20315256

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 06, 2023.

A handwritten signature in cursive script, reading "Grace Arnold".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Telephone: (651) 539-1599

Email: licensing.commerce@state.mn.us

Website: commerce.state.mn.us

Notes:

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

STATE OF MINNESOTA



NICHOLAS KYLE LINDSTROM
2900 THOMAS AVE S APT 1529
MINNEAPOLIS, MN 55416

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
Nicholas Kyle Lindstrom

2900 THOMAS AVE S APT 1529
MINNEAPOLIS, MN 55416

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of
Resident Appraiser : Trainee

License Number: 40897797

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect
until August 31, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand this December 27, 2023.

A handwritten signature in cursive script, appearing to read "Grace Arnold".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Telephone: (651) 539-1599

Email: licensing.commerce@state.mn.us

Website: commerce.state.mn.us

Notes:

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

Control Section: 6925 (61=103) 904

State Project: 6925-145RW

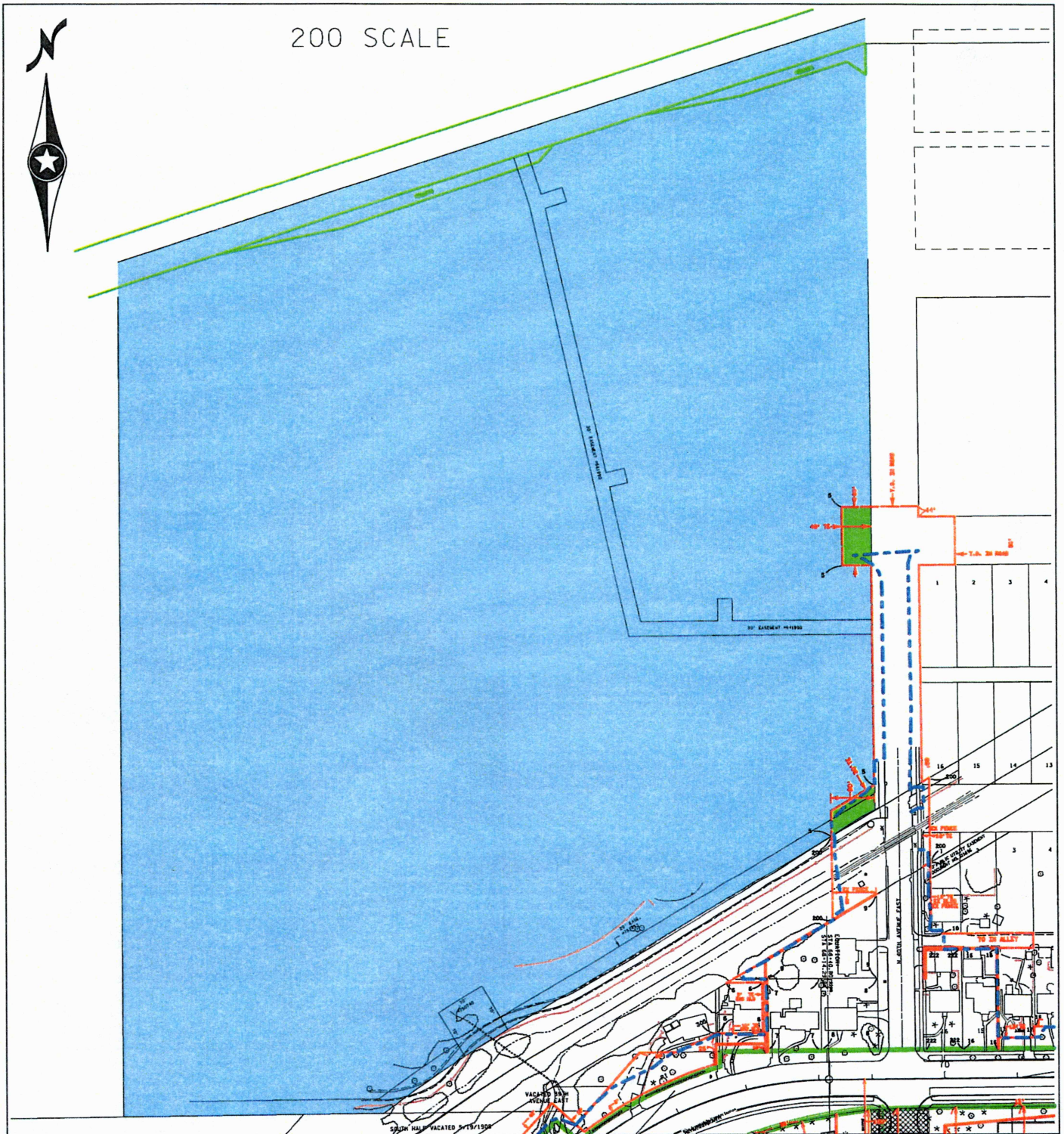
Owner: Independent School District 709

County: St. Louis

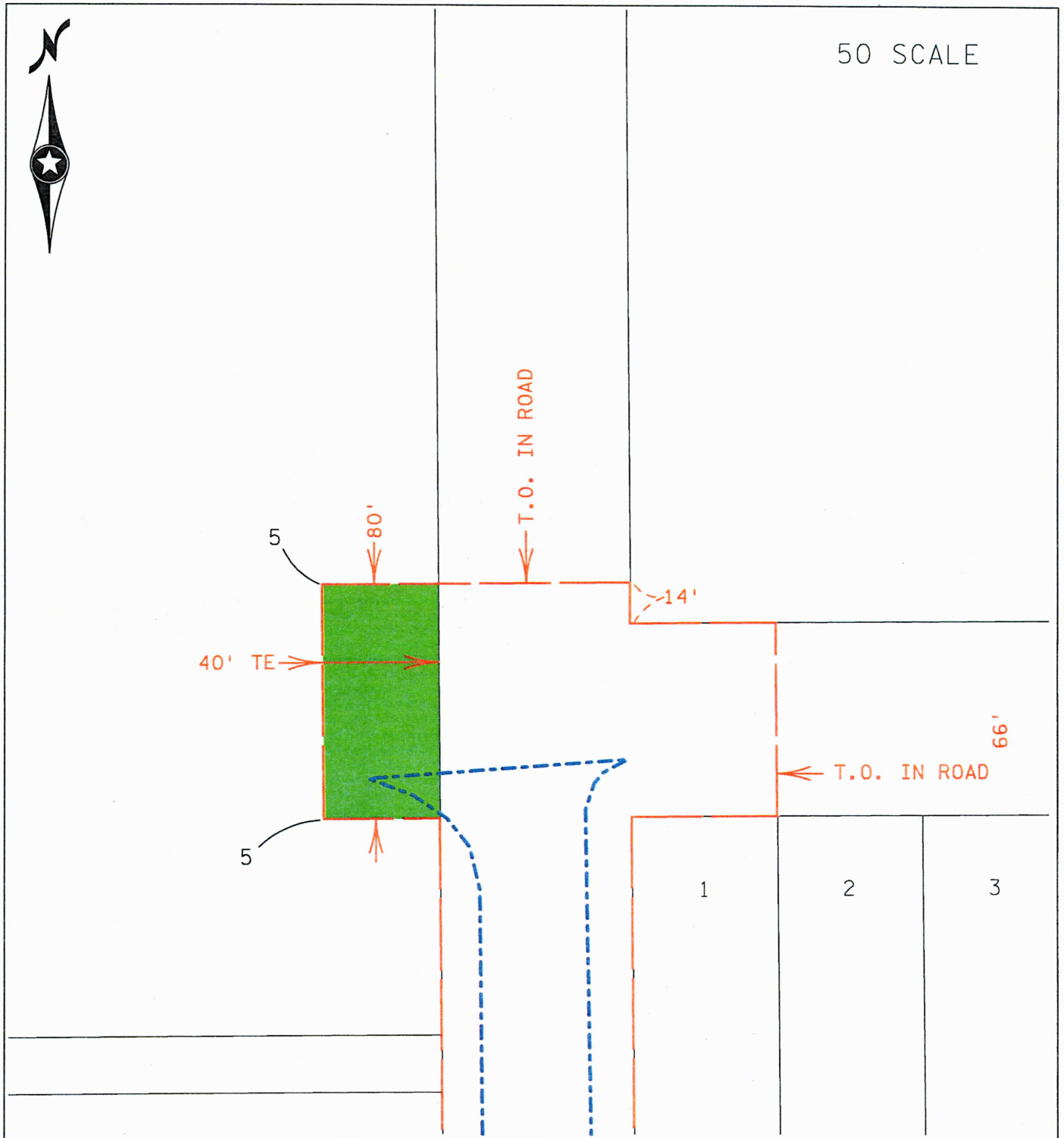
Parcel Number: 5

Sheet 1 of 1

Scale 1 inch = 200 ft.








C.S. 6925(61=103)904)
S.P. 6925-145
SECTION 7 - TOWNSHIP 50 NORTH - RANGE 13 WEST

PARCEL NUMBER	MNDOT PLAT	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS	BALANCE	TEMPORARY EASEMENT		TORRENS NUMBER
				ACRES	ACRES	ACRES	EXPIRES	
5	69-205	Independent School District 709	SW1/4 / SW1/4	28.40	28.40	0.12	12/01/2030	132302.0

COMPUTED AREAS

December 2, 2024
6925-904-5

SL
BIA
AS

Parcel 5 C.S. 6925 (61=103) 904

S.P. 6925-145RW

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 69-205

CONTROL SECTION NO. 6925 (61=103) 901
CONTROL SECTION NO. 6925 (61=103) 903
CONTROL SECTION NO. 6925 (61=103) 904

IN GOVERNMENT LOTS 1 AND 2 OF SECTION 18, T.50 N., R.13 W.,
IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, T.50 N., R.13 W.,
ST. LOUIS COUNTY, MINNESOTA

RIGHT OF WAY IN SECTION 7 C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TORRENS NUMBER	NEW T.H. R/W ACRES MORE OR LESS	TEMPORARY EASEMENT ACRES MORE OR LESS	PERMANENT R/W INTEREST
5	INDEPENDENT SCHOOL DISTRICT 729	SW1/4 SW1/4	132302.0		0.12	12/01/2030

RIGHT OF WAY IN DAHLBERG ADDITION TO EAST DULUTH DIVISION C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	NEW T.H. R/W SQ. FEET MORE OR LESS	TEMPORARY EASEMENT SQ. FEET MORE OR LESS	EXPIRES	PERMANENT R/W INTEREST
6	WALTER F. MAHME	LOTS 4 & 5 VAC. LONDON ROAD	807	2,248	12/01/2030	FEE

RIGHT OF WAY IN LONDON ADDITION OF DULUTH C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TORRENS NUMBER	NEW T.H. R/W SQ. FEET MORE OR LESS	TEMPORARY EASEMENT SQ. FEET MORE OR LESS	PERMANENT R/W INTEREST
10	ANDREW J. BROWN	LOT 5, BLOCK 2	267933.0		1,044	12/01/2030
17	GREGORY A. WHITE	LOT 14, BLOCK 2			750	12/01/2030
18	SHELBY NELSON	LOT 15, BLOCK 2			1,500	12/01/2030
19	MADELINE JOHNSON	LOTS 11 & 12, BLOCK 2			1,000	12/01/2030
20	JOHANN M. LUNDENBERG	LOT 10, BLOCK 2			325	12/01/2030
21	THOMAS L. GRASSINGER	LOT 16, BLOCK 3			600	12/01/2030
24	BRUCE A. TRUEBENBACH	LOT 14, BLOCK 3			751	12/01/2030
225	CRAGS H. WOOD	LOT 8, BLOCK 2			650	12/01/2030
226	JAMES ARTHUR LUNDENBERG II	LOT 16, BLOCK 3			250	12/01/2030
232	PHILIP A. JOHNSON	LOT 14, BLOCK 3	218958.0		500	12/01/2030
233	MARC J. MCLENNAN	LOTS 11 & 12, BLOCK 3			600	12/01/2030

NOTE: LONDON ADDITION OF DULUTH IS ALSO KNOWN AS LONDON ADDITION TO DULUTH

RIGHT OF WAY IN SECTION 18 C.S. 6925 (61=103) 904						
PARCEL	OWNER	LOCATION	TORRENS NUMBER	NEW T.H. R/W ACRES MORE OR LESS	TEMPORARY EASEMENT ACRES MORE OR LESS	PERMANENT R/W INTEREST
38	THOMAS G. BELL III	GOV'T LOT 1	261056.0		0.04	12/01/2030
39	ANNE L. MAHME TRUST AGENT	GOV'T LOT 1	329173.0		0.02	12/01/2030
237	RANDY ALLAN BRANTON	GOV'T LOT 1	336650.0		0.02	12/01/2030

NOTE: PARCELS 38, 39, AND 237 ARE ALSO KNOWN AS "RESERVED FOR PROPRIETORS" ON LONDON ADDITION OF DULUTH

RIGHT OF WAY IN EAST DULUTH C.S. 6925 (61=103) 901						
PARCEL	OWNER	LOCATION	NEW T.H. R/W SQ. FEET MORE OR LESS	TEMPORARY EASEMENT SQ. FEET MORE OR LESS	EXPIRES	PERMANENT R/W INTEREST
106	COUNTY OF ST. LOUIS	LOT 11, BLOCK 31		367	12/01/2030	

NOTE: FOR BALANCE OF PARCEL 106 SEE PLAT 69-204

RIGHT OF WAY IN SECTION 7 AND LONDON ADDITION OF DULUTH C.S. 6925 (61=103) 901						
PARCEL	OWNER	LOCATION	NEW T.H. R/W SQ. FEET MORE OR LESS	TEMPORARY EASEMENT SQ. FEET MORE OR LESS	EXPIRES	PERMANENT R/W INTEREST
200	ST. LOUIS AND LAKE COUNTIES REGIONAL RAILROAD AUTHORITY	SW1/4 SW1/4 LOT 14, BLOCK 10 LONDON STREET		6,940	12/01/2030	
				1,156	12/01/2030	

NOTE: LONDON ADDITION OF DULUTH IS ALSO KNOWN AS LONDON ADDITION TO DULUTH

RIGHT OF WAY IN REGISTERED LAND SURVEY NO. 64 C.S. 6925 (61=103) 903						
PARCEL	OWNER	LOCATION	TORRENS NUMBER	NEW T.H. R/W SQ. FEET MORE OR LESS	TEMPORARY EASEMENT SQ. FEET MORE OR LESS	PERMANENT R/W INTEREST
240A	ZWAGO COOPERATIVE AT LAKE SUPERIOR	TRACT D	352268.0		998	12/01/2030
		TRACT A	299711.0	5,522	50,118	12/01/2030 FEE
340	LAKE SHORE INC.	TRACT B	331911.0	7,210	26,624	12/01/2030 FEE

NOTE: TEMPORARY COMMISSENER'S ORDERS IN PUBLIC ROADS WILL EXPIRE ON 12/01/2030

RIGHT OF WAY IN PLAT OF RE-ARRANGEMENT OF PART OF EAST DULUTH AND OF FIRST ADDITION TO EAST DULUTH AND DAHLBERG ADDITION TO EAST DULUTH DIVISION C.S. 6925 (61=103) 903						
PARCEL	OWNER	LOCATION	NEW T.H. R/W SQ. FEET MORE OR LESS	TEMPORARY EASEMENT SQ. FEET MORE OR LESS	EXPIRES	PERMANENT R/W INTEREST
305	VINCE E. ALLEN	LOT 12, BLOCK 31, R.E.D. VAC. 39TH AVE EAST	2,630	300	12/01/2030	FEE
		LOT 1, DAHLBERG ADDITION VAC. LONDON ROAD	1,297	7,588	12/01/2030	FEE

NOTE: R.E.D. DENOTES RE-ARRANGEMENT OF PART OF EAST DULUTH AND OF FIRST ADDITION TO EAST DULUTH

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	---------------------------------	-------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

TEMPORARY EASEMENT

C.S. 6925 (61=103) 904
Parcel 5
County of St. Louis

Date: _____

For and in consideration of the sum of Six Thousand, Two Hundred Dollars (\$6,200.00), The Independent School District of the City of Duluth, also known as Independent School District No. 709, a public corporation under the laws of the state of Minnesota, Grantor, hereby grants to the State of Minnesota, Grantee, a temporary easement to be used for highway purposes on all that part of the following described property in St. Louis County, Minnesota:

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantor is the owner of the above-described premises and has the lawful right and authority to convey and grant the temporary easement herein granted.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this temporary easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the temporary easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

THE INDEPENDENT SCHOOL DISTRICT OF THE
CITY OF DULUTH, also known as Independent
School District No. 709

By _____

Its _____

And _____

Its _____

STATE OF MINNESOTA)
)SS.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of The Independent School District of the City of Duluth, also known as Independent School District No. 709, a public corporation under the laws of the state of Minnesota, on behalf of the public corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

RESOLUTION # _____

INDEPENDENT SCHOOL DISTRICT NO. 709

**A RESOLUTION TO ALLOW THE MINNESOTA DEPARTMENT OF
TRANSPORTATION (Mn/DOT) TO ACQUIRE A TEMPORARY EASEMENT
FROM INDEPENDENT SCHOOL DISTRICT NO. 709 (ISD #709)**

BE IT RESOLVED, by the Board of ISD #709, which in consideration of Six Thousand, Two Hundred dollars (\$6,200.00) to be paid by the State of Minnesota, Department of Transportation, that ISD #709 allows the acquisition of a temporary easement by direct purchase to the State of Minnesota, described as follows:

All of the following:

A temporary easement for highway purposes in that part of the Southwest Quarter of the Southwest Quarter of Section 7, Township 50 North, Range 13 West, shown as Parcel 5 on Minnesota Department of Transportation Right of Way Plat Numbered 69-205 as the same is on file and of record in the office of the Registrar of Titles in and for St. Louis County, Minnesota, by the temporary easement symbol; the title thereto being registered as evidenced by Certificate of Title No. 132302.0, said easement shall cease on December 1, 2030, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

The foregoing resolution was introduced and moved for adoption by _____ and seconded by _____.

	<u>Yes</u>	<u>No</u>	<u>Other</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted this _____ day of _____, 20____.

Printed Name: _____

Its: _____

Attest: _____

Printed Name: _____

Its: _____

**Minnesota Department of Transportation
APPRAISAL REIMBURSEMENT CLAIM**

FOR OFFICIAL USE ONLY

Name (Payee) The Independent School District of the City
of Duluth

Address Central Administration Building

City/State/Zip Duluth, MN 55802

Dist. D1 - Duluth

S.P. 6925-145RW

Parcel 5

C.S. 6925 (61=103) 904

Job # TRW239185

Fed No. State Funds

County St. Louis

Prop. Owner Independent School District 709

Parcel Address 301 N. 40th Ave. E.

City/State/Zip Duluth, MN 55804

Note: W-9 for payee must accompany this claim.

FOR OFFICIAL USE ONLY

Approved Amount \$ _____

Approved By _____
District Authorization (DE or ADE) Date

Mail Check to:

Name _____

Address _____

City/State/Zip _____

FOR OFFICIAL USE ONLY

Vendor Number: _____

NAME AND ADDRESS OF QUALIFIED APPRAISER

Name of Appraiser _____

MN License # _____

Address _____

City/State/Zip _____

NOTE: Paid receipt and signed/dated appraisal report from above-named appraiser must accompany this form.

I, the undersigned, do hereby certify that the above information is correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or have received compensation or reimbursement for, any expense in connection with this claim. I understand that any falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:

DISTRICT 1-DULUTH
1123 MESABA AVE.
DULUTH, MN 55811
PHONE (218) 725-2700

Date _____

Name (print) _____

Signature _____

Telephone _____

Email _____

(8/2020)

**Minnesota Department of Transportation
ACQUISITION INCIDENTAL CLAIM**

☐ Advance Claim ☐ Partial Claim ☐ Final Claim

FOR OFFICIAL USE ONLY	
Name (Payee)	<u>The Independent School District of the City of Duluth</u>
Address	<u>Central Administration Building, 215 North First Ave East, Duluth, MN 55802</u>
Dist.	<u>D1 - Duluth</u>
S.P.	<u>6925-145RW</u>
C.S.	<u>6925 (61=103) 904</u>
Parcel	<u>5</u>
C.ID.	<u>TRW239185</u>
Fed No.	<u>State Funds</u>
County	<u>St. Louis</u>
Prop. Owner	<u>Independent School District 709</u>
Parcel Address	<u>301 N. 40th Ave. E.</u>
City/State/Zip	<u>Duluth, MN 55804</u>

FOR OFFICIAL USE ONLY	
Approved Amount \$ _____	
Approved By _____	District Authorization _____ Date _____
Approved By _____	OLM Authorization _____ Date _____
Date Application Approved _____	
Mail Check to:	
Name _____	
Address _____	
City/State/Zip _____	

FOR OFFICIAL USE ONLY
Vendor Number: _____

A. Service fees of Mortgagee for Partial Release of Mortgage	\$ _____
B. Pre-payment penalty charged by Mortgagee	\$ _____
C. Abstract costs (Optional - see explanation on back of form)	\$ _____
D. Legal Fees or Court costs	\$ _____
E. Misc. Pre-Approval Fees	\$ _____
TOTAL PAYMENT	\$ _____

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States; OR, I attest, under penalty of perjury, that myself and/or members of this partnership, association or corporation are lawful citizens of United States or aliens lawfully admitted for residency and authorized to conduct business in the United States.

I, the undersigned, do hereby certify that the above information is correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or have received compensation or reimbursement for, any expense in connection with this claim. I understand that any falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:

DISTRICT 1-DULUTH
1123 MESABA AVE.
DULUTH, MN 55811
PHONE (218) 725-2700

Date _____ Telephone _____

Name (print) _____

Signature _____

(see over for instructions on filling a claim)

BEFORE YOU MAIL THIS CLAIM, PLEASE READ BELOW

Have you **enclosed proper receipts** where the need for such receipt is indicated in the instructions?
Have you **signed** this claim form and indicated the address to which you wish the reimbursement check mailed?

INSTRUCTIONS FOR FILING OF CLAIM

- A. ☐ **SERVICE, RECORDING or RELATED FEES CHARGED BY MORTGAGEE FOR A PARTIAL RELEASE or SATISFACTION OF MORTGAGE**
Mortgage Partial Release fees may, if requested by the Owner, be paid directly to the Mortgagee by the Agency, or be reimbursed if paid directly to the Mortgagee by the Owner. (See instructions below.)
- B. ☐ **PRE-PAYMENT PENALTY or RELATED FEES CHARGED BY MORTGAGEE**
Mortgage Pre-Payment Penalties may, if requested by the Owner, be paid directly to the Mortgagee by the Agency, or be reimbursed if paid directly to the Mortgagee by the Owner. (See instructions below.)

Instructions for Filing Claims for Items A. or B. above:

- If requesting **direct payment by the Agency to a Mortgagee**, submit this completed claim form, along with:
 - ☐ a letter from the Owner to the Agency, requesting direct payment be made to the Mortgagee; and
 - ☐ a copy of the Mortgagee's fee statement or letter indicating the amount due
- If requesting **reimbursement of fees paid directly to the Mortgagee**, then submit this claim form, along with evidence of fees receipted and processed by the Mortgagee. Such evidence must, at a minimum, include:
 - ☐ a copy of the Mortgagee's fee statement or letter indicating the amount due; and at least one of the following:
 - ☐ a copy of a receipt of payment from the Mortgagee; or
 - ☐ the original cancelled check paid to the Mortgagee; or
 - ☐ other evidence that payment has been received and processed by the Mortgagee; or
 - ☐ in the case of a Partial Release, a copy of the executed Partial Release document.

- C. ☐ **ABSTRACT COSTS (Optional)**
We emphasize that this particular item is entirely optional. It is not required by the state that you incur any expenses whatsoever. It is only if you wish to have your property abstract up-dated to show the state's acquisition that these instructions apply.
- You are eligible to be reimbursed for only *that cost of an abstract continuation which is attributable to the State's acquisition.*
 - You cannot be reimbursed by the State for: (1) the entry on your abstract of any transfer which took place before or after the transfer to the State; (2) Abstractor's Certificate; (3) Tax Certificates; (4) Lien or Judgment searches.
 - *It is likely that the abstract cost reimbursement will be considerable less than the total cost that you will incur.*
 - *Special Instructions:* To qualify for this reimbursement, you must take or send your property abstract to a Registered Abstractor or to the Office of the Register of Deeds in the County where the affected property is located. The property abstract may then be brought up to date by the Abstractor or Register of Deeds. When the Abstractor or the Register of Deeds has been paid for his services, the claimant should ask for a receipt which includes a *completely itemized breakdown of the total fee charged. The breakdown must indicate what portion of the fee is attributable of those entries which deal with only the State's acquisition.*

If you decide to forego the up-dating of the abstract, and thereby waive your eligibility to reimbursement for this item, please indicate by writing in ink the word "none" and your initials in the blank opposite item "C" on the claim form. Such a waiver will have no effect whatever on your eligibility to be reimbursed for other expenses you may have incurred, if any.

- D. ☐ **COURT or RELATED COSTS**
You are eligible to be reimbursed (upon presentation of an itemized receipted bill) for expenses incurred, including reasonable attorney, notary or similar fees, for obtaining a court-approved agreement for a guardian or conservator to sell to the state under M.S. '525.67 and the guardian's or conservator's deed.
- E. ☐ **Miscellaneous Fees Pre-Approved by MnDOT Legal to Facilitate File Closing**