

82 July 12

# STATE REGISTER

STATE OF MINNESOTA

RECEIVED

JUL 12 1982

LEGISLATIVE REFERENCE LIBRARY

STATE CAPITOL

ST. PAUL, MN. 55155



VOLUME 7, NUMBER 2

July 12, 1982

Pages 29-68



**Printing Schedule for Agencies**

Issue Number	*Submission deadline for Executive Orders, Adopted Rules and **Proposed Rules	*Submission deadline for State Contract Notices and other **Official Notices	Issue Date
<b>SCHEDULE FOR VOLUME 7</b>			
3	Friday July 2	Monday July 12	Monday July 19
4	Monday July 12	Monday July 19	Monday July 26
5	Monday July 19	Monday July 26	Monday Aug 2
6	Monday July 26	Monday Aug 2	Monday Aug 9

\*Deadline extensions may be possible at the editor's discretion; however, none will be made beyond the second Wednesday (12 calendar days) preceding the issue date for rules, proposed rules and executive orders, or beyond the Wednesday (5 calendar days) preceding the issue date for official notices. Requests for deadline extensions should be made only in valid emergency situations.

\*\*Notices of public hearings on proposed rules and notices of intent to adopt rules without a public hearing are published in the Proposed Rules section and must be submitted two weeks prior to the issue date.

Instructions for submission of documents may be obtained from the Office of the State Register, 506 Rice Street, St. Paul, Minnesota 55103, (612) 296-0930.

The *State Register* is published by the State of Minnesota, State Register and Public Documents Division, 117 University Avenue, St. Paul, Minnesota 55155, pursuant to Minn. Stat. § 15.051. Publication is weekly, on Mondays, with an index issue in September. In accordance with expressed legislative intent that the *State Register* be self-supporting, the subscription rate has been established at \$130.00 per year, postpaid to points in the United States. Second class postage paid at St. Paul, Minnesota. Publication Number 326630. (ISSN 0146-7751) No refunds will be made in the event of subscription cancellation. Single issues may be obtained at \$3.00 per copy.

Subscribers who do not receive a copy of an issue should notify the *State Register* Circulation Manager immediately at (612) 296-0931. Copies of back issues may not be available more than two weeks after publication.

The *State Register* is the official publication of the State of Minnesota, containing executive orders of the governor, proposed and adopted rules of state agencies, and official notices to the public. Judicial notice shall be taken of material published in the *State Register*.

Albert H. Quic  
**Governor**

Carol Anderson Porter  
**Editor**

James J. Hiniker, Jr.  
**Commissioner**  
**Department of Administration**

Paul Hoffman, Robin PanLener, Roy Schmidtke, Jean Walburg  
**Editorial Staff**

Stephen A. Ordahl  
**Director**  
**State Register and**  
**Public Documents Division**

Margaret Connelly  
**State Register Index Editor**

Debbie Kobold  
**Circulation Manager**

# CONTENTS

## MCAR AMENDMENTS AND ADDITIONS

Inclusive listing for Issues 1-2..... 32

## PROPOSED RULES

### Commerce Department

#### Commissioner of Securities and Real Estate

Proposed Adoption of Uniform Conveyancing  
Blanks to Replace Uniform Conveyancing  
Blanks 54-M through 57-M (Contracts for Deed)  
and 58-M and 59-M (Assignments of Contracts for  
Deed). Originals of Which Are Filed with the  
Secretary of State, and Copies of Which Are Set  
Out following Minn. Stat. Ann. Chapter 507:  
Creating Two new Residential Mortgage Blanks  
and an Affidavit of Identity and Survivorship for  
Death Occurring after December 31, 1979 ..... 33

### State Board of Education

#### Education Department

##### Instruction Division

Proposed Temporary Rules Governing Public  
School Automobile Driver Education [request  
for public comment] ..... 48

### Energy, Planning and Development Department

#### Energy Division

Proposed Rules Governing the Home Energy  
Disclosure Program [notice of intent to adopt rules  
without a public hearing] ..... 50

### Public Safety Department

#### Driver & Vehicle Service Division

Proposed Rules Governing Drivers License and  
Motor Vehicle Records. Name of Applicant  
[notice of intent to adopt rules without a public  
hearing] ..... 52

## ADOPTED RULES

### Natural Resources Department

Commissioner's Order No. 2117: Regulations for  
the Payment of Pelting Fees, Superseding  
Commissioner's Order No. 2085 ..... 54  
Commissioner's Order No. 2120: Regulations for  
the Guiding of Bear Hunters and the Issuance of  
Bear Hunting Guide Licenses Superseding  
Commissioner's Order No. 2071 ..... 55

## SUPREME COURT

### Decisions Filed Friday, July 2, 1982

81-341 Perry Conley v. Mary Downing, Appellant.  
Pine County ..... 56  
81-359 St. Paul School District No. 625, *et al.*, v.  
Columbia Transit Corporation, The Home  
Indemnity Company, Appellant, The Anderson  
Agency, The St. Paul Companies, Ramsey  
County ..... 56  
81-780 Eldon Waldbillig v. State Farm Mutual  
Automobile Insurance Company, Appellant.  
Hennepin County ..... 56  
51736 Arrowhead Regional Corrections Board v.  
The Honorable Robert S. Graff, Judge of Aitkin  
County Court, Appellant, Aitkin County ..... 56

### Decisions Filed Monday, June 28, 1982

82-331 James William Cummings, Appellant, v.  
State of Minnesota, Ramsey County ..... 56  
82-374 State of Minnesota v. Michael George Hyatt,  
Appellant, Ramsey County ..... 56  
82-375 Gregory Morton Payne, petitioner,  
Appellant, v. State of Minnesota, Ramsey County ... 56  
82-376 Preston T. Ridsdale, petitioner, Appellant, v.  
State of Minnesota, Ramsey County ..... 56  
82-377 Terry P. Biskey, petitioner, Appellant, v.  
State of Minnesota, Ramsey County ..... 57  
82-379 Richard W. Bruestle, petitioner, Appellant,  
v. State of Minnesota, Ramsey County ..... 57  
82-382 Michael Scot Burns, petitioner, Appellant, v.  
State of Minnesota, Ramsey County ..... 57  
82-430 Ronald Palm, petitioner, Appellant, v. State  
of Minnesota, Cottonwood County ..... 57  
82-623 Daniel Joseph Hittle, petitioner, Appellant,  
v. State of Minnesota, Cass County ..... 57

## STATE CONTRACTS

### Economic Security Department

#### Office of Economic Opportunity

Community Services Block Grant Alternative  
Energy Program ..... 57

### Energy, Planning, and Development Department

#### Energy Division

##### Office of Energy Analyses

St. Cloud Solid Waste Study ..... 58

## OFFICIAL NOTICES

### Commerce Department

#### Insurance Division

Notice of Publication of List of Unavailable Lines  
of Coverage—Surplus Lines ..... 59

### State Board of Education

#### Education Department

#### Public Safety Department

Outside Opinion Sought Regarding Proposed Rules  
Governing Qualifications for School Bus Drivers ..... 59

### Military Affairs Department

Notice of State Surplus Property Sale ..... 60

### Natural Resources Department

Petition(s) Concerning the Designation of Certain  
Public Waters and Wetlands in Norman County  
[notice of and order for hearing] ..... 61

### Natural Resources Department

Petition(s) Concerning the Designation of Certain  
Public Waters and Wetlands in Red Lake County  
[notice of and order for hearing] ..... 62

### Transportation Department

Amended Order and Notice of Street and Highway  
Routes Designated and Permitted to Carry the  
Gross Weights Allowed under Minn. Stat. § 169.832  
(Order No. 66807) ..... 63

Errata ..... 64

## NOTICE

### How to Follow State Agency Rulemaking Action in the *State Register*

State agencies must publish notice of their rulemaking action in the *State Register*. If an agency seeks outside opinion before promulgating new rules or rule amendments, it must publish a **NOTICE OF INTENT TO SOLICIT OUTSIDE OPINION**. Such notices are published in the **OFFICIAL NOTICES** section. Proposed rules and adopted rules are published in separate sections of the magazine.

#### The **PROPOSED RULES** section contains:

- Calendar of Public Hearings on Proposed Rules.
- Proposed new rules (including Notice of Hearing and/or Notice of Intent to Adopt Rules without A Hearing).
- Proposed amendments to rules already in existence in the Minnesota Code of Agency Rules (MCAR).
- Proposed temporary rules.

#### The **ADOPTED RULES** section contains:

- Notice of adoption of new rules and rule amendments (those which were adopted without change from the proposed version previously published).
- Adopted amendments to new rules or rule amendments (changes made since the proposed version was published).
- Notice of adoption of temporary rules.
- Adopted amendments to temporary rules (changes made since the proposed version was published).

All **ADOPTED RULES** and **ADOPTED AMENDMENTS TO EXISTING RULES** published in the *State Register* will be published in the Minnesota Code of Agency Rules (MCAR). Proposed and adopted **TEMPORARY RULES** appear in the *State Register* but are not published in the MCAR due to the short-term nature of their legal effectiveness.

The *State Register* publishes partial and cumulative listings of rule action in the MCAR **AMENDMENTS AND ADDITIONS** list on the following schedule:

Issues 1-13, inclusive	Issue 39, cumulative for 1-39
Issues 14-25, inclusive	Issues 40-51, inclusive
Issue 26, cumulative for 1-26	Issue 52, cumulative for 1-52
Issue 27-38, inclusive	

The listings are arranged in the same order as the table of contents of the MCAR.

# MCAR AMENDMENTS AND ADDITIONS

## TITLE 3 AGRICULTURE

### Part 1 Agriculture Department

3 MCAR §§ 1.0388-1.0404 (proposed) .....	5
Agr 402, 404 (proposed repeal) .....	5

## TITLE 4 COMMERCE

### Part 1 Commerce Department

Uniform Conveyancing Blanks to Replace Uniform Conveyancing Blanks 54-M through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which Are Filed with the Secretary of State, and Copies of Which Are Set Out following Minn. Stat. Ann. Ch. 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and

Survivorship for Death Occurring after December 31, 1979

[proposed] .....	33
------------------	----

## TITLE 5 EDUCATION

### Part 1 Education Department

EDU 143 [Temp]-EDU 146 [Temp] (proposed) .....	48
EDU 142 C. (proposed temporary repeal) .....	48

## TITLE 11 PUBLIC SAFETY

### Part 1 Public Safety Department

11 MCAR §§ 1.6101-1.6106 [proposed] .....	52
---	----

## TITLE 12 SOCIAL SERVICE

### Part 3 Housing Finance Agency

12 MCAR § 3.002 [Temp] (proposed) .....	11
---	----

# PROPOSED RULES

Pursuant to Minn. Laws of 1980, § 15.0412, subd. 4h, an agency may propose to adopt, amend, suspend or repeal rules without first holding a public hearing, as long as the agency determines that the rules will be noncontroversial in nature. The agency must first publish a notice of intent to adopt rules without a public hearing, together with the proposed rules, in the *State Register*. The notice must advise the public:

1. that they have 30 days in which to submit comment on the proposed rules;
  2. that no public hearing will be held unless seven or more persons make a written request for a hearing within the 30-day comment period;
  3. of the manner in which persons shall request a hearing on the proposed rules;
- and
4. that the rule may be modified if modifications are supported by the data and views submitted.

If, during the 30-day comment period, seven or more persons submit to the agency a written request for a hearing of the proposed rules, the agency must proceed under the provisions of § 15.0412, subds. 4 through 4g, which state that if an agency decides to hold a public hearing, it must publish in the *State Register* a notice of its intent to do so. This notice must appear at least 30 days prior to the date set for the hearing, along with the full text of the proposed rules. (If the agency has followed the provisions of subd. 4h and has already published the proposed rules, a citation to the prior publication may be substituted for republication.)

Pursuant to Minn. Stat. § 15.0412, subd. 5, when a statute, federal law or court order to adopt, suspend or repeal a rule does not allow time for the usual rulemaking process, temporary rules may be proposed. Proposed temporary rules are published in the *State Register*, and for at least 20 days thereafter, interested persons may submit data and views in writing to the proposing agency.

## Department of Commerce Commissioner of Securities and Real Estate

### Proposed Adoption of Uniform Conveyancing Blanks to Replace Uniform Conveyancing Blanks 54-M through 57-M (Contracts for Deed) and 58-M and 59-M (Assignments of Contracts for Deed), Originals of Which Are Filed with the Secretary of State, and Copies of Which Are Set Out following Minn. Stat. Ann. Chapter 507; Creating Two New Residential Mortgage Blanks and an Affidavit of Identity and Survivorship for Death Occurring after December 31, 1979

#### Notice of Intent to Adopt Rules without a Public Hearing

Notice is hereby given that the State Securities and Real Estate Division proposes to adopt the above-entitled forms without a public hearing. The commissioner has determined that the proposed adoption of these forms will be noncontroversial in nature and has elected to follow the procedures set forth in Minnesota Statutes § 15.0412, subd. 4h (1980).

Persons interested in these forms shall have 30 days to submit comments on the proposed forms. The proposed forms may be modified if the modifications are supported by the data and views submitted to the agency and do not result in a substantial change in the proposed language.

Unless seven or more persons submit written requests for a public hearing on the proposed forms within the 30-day comment period, a public hearing will not be held. In the event a hearing is required, the agency will proceed according to the provisions of Minn. Stat. § 15.0412, subds. 4-4f.

Persons who wish to submit comments or a written request for a public hearing should submit such comments or request to:

Mr. Daniel W. Hardy  
Assistant to the Commissioner  
Securities and Real Estate Division  
Department of Commerce  
500 Metro Square Building  
Saint Paul, Minnesota 55101  
Telephone: (612) 296-5689

**KEY: PROPOSED RULES SECTION** — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

## PROPOSED RULES

---

Authority for the adoption of these forms is contained in Minn. Stat. § 507.09 (1980). Additionally, a statement of need and reasonableness that describes the need for and reasonableness of each provision of the proposed forms and identifies the data and information relied upon to support the proposed forms has been prepared and is available for inspection by the public, during regular business hours, at the above address.

Upon adoption of the final forms without a public hearing, the proposed forms, this notice, the statement of need and reasonableness, all written comments received, and the final forms as adopted will be delivered to the Attorney General for review as to form and legality, including the issue of substantial change. Persons who wish to be advised of the submission of this material to the Attorney General, or who wish to receive a copy of the final forms as proposed for adoption, should submit a written statement of such request to Mr. Hardy.

The proposed forms follow this notice.

June 11, 1982

Mary Alice Brophy  
Commissioner of Securities and Real Estate

### Rules as Proposed (all new material)

**4 MCAR § 1.5000 Contract for deed with individual seller.** The recommended form for a contract for deed when there is an individual seller is contained in Exhibit 4 MCAR § 1.5000-1.

**4 MCAR § 1.5001 Contract for deed with joint tenants as purchasers.** The recommended form for a contract for deed when the purchasers are joint tenants is contained in Exhibit 4 MCAR § 1.5001-1.

**4 MCAR § 1.5002 Contract for deed from a corporation or partnership seller.** The recommended form for a contract for deed when there is a corporation or partnership seller is contained in Exhibit 4 MCAR § 1.5002-1.

**4 MCAR § 1.5003 Contract for deed from a corporation or partnership to joint tenants.** The recommended form for a contract for deed from a corporation or partnership to joint tenants is contained in Exhibit 4 MCAR § 1.5003-1.

**4 MCAR § 1.5004 Assignment of contract for deed by an individual.** The recommended form for an assignment of a contract for deed by an individual seller, purchaser, or assignee is contained in Exhibit 4 MCAR § 1.5004-1.

**4 MCAR § 1.5005 Assignment of contract for deed by a corporation or partnership.** The recommended form for an assignment of a contract for deed by a corporate or partnership seller, purchaser, or assignee is contained in Exhibit 4 MCAR § 1.5005-1.

**4 MCAR § 1.5006 Affidavit of identity and survivorship.** The recommended form for an affidavit of identity and survivorship for death occurring after December 31, 1979 is contained in Exhibit 4 MCAR § 1.5006-1.

**4 MCAR § 1.5007 Residential mortgage between individuals.** The recommended form for a residential mortgage between individuals is contained in Exhibit 4 MCAR § 1.5007-1.

**4 MCAR § 1.5008 Residential mortgage from individual to a corporation or partnership.** The recommended form for a residential mortgage from an individual as mortgagor to a corporation or partnership as mortgagee is contained in Exhibit 4 MCAR § 1.5008-1.

Exhibit 4 MCAR § 1.5000-1

CONTRACT FOR DEED Form No. 54-M Minnesota Uniform Conveyancing Blanks (1979) Miller-Davis Co., Minnesota

Form with fields for delinquent taxes, County Auditor, By Deputy, and mortgage registry tax payment data.

THIS CONTRACT FOR DEED is made on the above date by ... (marital status) Seller (whether one or more), and ... Purchaser (whether one or more).

Seller and Purchaser agree to the following terms: 1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property in ... County, Minnesota, described as follows:

- 2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions: (a) Covenants, conditions, restrictions, declarations and easements of record, if any; (b) Reservations of minerals or mineral rights by the State of Minnesota, if any; (c) Building, zoning and subdivision laws and regulations; (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and (e) The following liens or encumbrances:
3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall: (a) Execute, acknowledge and deliver to Purchaser a ... Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions: (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract; (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and

- (iii) The following liens or encumbrances: ; and
(b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchaser shall pay to Seller, at ... the sum of ... as and for the purchase price for the Property, payable as follows:

- 5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.
6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19... and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

- 7. PROPERTY INSURANCE. (a) INSURED RISKS AND AMOUNT. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of ... If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller. (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause. (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.
8. DAMAGE TO THE PROPERTY. (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. Strike outs indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. Strike outs indicate deletions from proposed rule language.

# PROPOSED RULES

- (b) **PURCHASER'S ELECTION TO REBUILD.** If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.
9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**
- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or person or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. **WASTE, REPAIR AND LIENS.** Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

18. **HEADINGS.** Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. **ASSESSMENTS BY OWNERS' ASSOCIATION.** If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
- (a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
- (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
- (i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
- (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
- (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.

20. **ADDITIONAL TERMS:**

SELLER(S)	PURCHASER(S)
_____	_____
_____	_____
_____	_____

State of Minnesota } ss.

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

State of Minnesota } ss.

County of \_\_\_\_\_

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

**FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.**



**Exhibit 4 MCAR § 1.5001-1**

**CONTRACT FOR DEED Form No. 55-M** Minnesota Uniform Conveyancing Blanks (1979) Miller & Davis Co., Minneapolis  
Individuals to Joint Tenants

No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required _____, 19____.	<div style="border: 1px solid black; width: 100%; height: 100%; margin-bottom: 5px;"></div> (reserved for recording data)
_____ County Auditor	
By _____ Deputy	
_____ (reserved for mortgage registry tax payment data)	MORTGAGE REGISTRY TAX DUE HEREON: \$ _____ Date: _____, 19____

(iii) The following liens or encumbrances:

- \_\_\_\_\_ ; and
- (b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchasers shall pay to Seller, at \_\_\_\_\_, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), as and for the purchase price for the Property, payable as follows:

THIS CONTRACT FOR DEED is made on the above date by \_\_\_\_\_, \_\_\_\_\_ (marital status)  
 Seller (whether one or more), and \_\_\_\_\_, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in \_\_\_\_\_ County, Minnesota, described as follows:

- 5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.
- 6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19\_\_\_\_ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:

together with all hereditaments and appurtenances belonging thereto (the Property).

- 2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
  - (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
  - (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
  - (c) Building, zoning and subdivision laws and regulations;
  - (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
  - (e) The following liens or encumbrances:

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

- 3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:
  - (a) Execute, acknowledge and deliver to Purchasers a \_\_\_\_\_ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
    - (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
    - (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and

- 7. PROPERTY INSURANCE.
  - (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of \_\_\_\_\_. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
  - (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
  - (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.
- 8. DAMAGE TO THE PROPERTY.
  - (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

**KEY: PROPOSED RULES SECTION** — Underlining indicates additions to existing rule language. **Strike outs** indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. **Strike outs** indicate deletions from proposed rule language.

# PROPOSED RULES

- (b) **PURCHASERS' ELECTION TO REBUILD.** If Purchasers are not in default under this contract, or after curing any such default, and if the mortgages in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.
9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**
- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. **WASTE, REPAIR AND LIENS.** Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

18. **HEADINGS.** Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. **ASSESSMENTS BY OWNERS' ASSOCIATION.** If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
- (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
- (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
- (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
- (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
- (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

20. **ADDITIONAL TERMS:**

SELLER(S)	PURCHASERS
_____	_____
_____	_____
_____	_____
_____	_____
State of Minnesota	} ss.
County of _____	

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)	
	SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL
State of Minnesota	} ss.
County of _____	

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)	
	SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)
---

**FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.**

Exhibit 4 MCAR § 1.5002-1

CONTRACT FOR DEED Form No. 56-M Minnesota Uniform Conveyancing Blanks (1978) Miller-Davis Co., Minneapolis Corporation or Partnership Blanks

Form containing fields for delinquent taxes, County Auditor signature, recording data, and mortgage registry tax due.

(iii) The following liens or encumbrances:

(b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchaser shall pay to Seller, at \_\_\_\_\_, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), as and for the purchase price for the Property, payable as follows:

THIS CONTRACT FOR DEED is made on the above date by \_\_\_\_\_, a \_\_\_\_\_ under the laws of \_\_\_\_\_, Seller, and \_\_\_\_\_, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms: 1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchaser hereby buys, real property in \_\_\_\_\_ County, Minnesota, described as follows:

- 5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty.
6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19\_\_\_\_ and in all subsequent years.

together with all hereditaments and appurtenances belonging thereto (the Property). 2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions: (a) Covenants, conditions, restrictions, declarations and easements of record, if any;

- 7. PROPERTY INSURANCE. (a) INSURED RISKS AND AMOUNT. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of \_\_\_\_\_.
(b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
(c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchaser's prompt and full performance of this contract, Seller shall: (a) Execute, acknowledge and deliver to Purchaser a \_\_\_\_\_ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions: (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract; (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and

8. DAMAGE TO THE PROPERTY. (a) APPLICATION OF INSURANCE PROCEEDS. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. Strike outs indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. Strike outs indicate deletions from proposed rule language.

# PROPOSED RULES

- (b) **PURCHASER'S ELECTION TO REBUILD.** If Purchaser is not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this contract in accordance with paragraph 8 (a) above.
9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**
- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. **WASTE, REPAIR AND LIENS.** Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

18. **HEADINGS.** Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. **ASSESSMENTS BY OWNERS' ASSOCIATION.** If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
- (a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
- (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
- (i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
- (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and
- (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.

20. **ADDITIONAL TERMS:**

<p><b>SELLER</b></p> <p>_____</p> <p>By _____</p> <p>Its _____</p> <p>By _____</p> <p>Its _____</p>	<p><b>PURCHASER(S)</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	---

State of Minnesota } ss.  
County of \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ under the laws of \_\_\_\_\_ on behalf of the \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Minnesota } ss.  
County of \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

**FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.**

**Exhibit 4 MCAR § 1.5003-1**

**CONTRACT FOR DEED Form No. 57-M** Minnesota Uniform Contracting Blanks (1978) Miller-Davis Co., Minneapolis  
 Corporation or Partnership to Joint Tenants

No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required _____, 19____.	_____ County Auditor  By _____ Deputy
_____ (reserved for mortgage registry tax payment data)	_____ (reserved for recording data)  <b>MORTGAGE REGISTRY TAX DUE HEREON:</b> \$ _____ Date: _____, 19____

THIS CONTRACT FOR DEED is made on the above date by \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_ under the laws of \_\_\_\_\_  
 Seller, and \_\_\_\_\_  
 \_\_\_\_\_, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. **PROPERTY DESCRIPTION.** Seller hereby sells, and Purchasers hereby buy, real property in \_\_\_\_\_ County, Minnesota, described as follows:

- together with all hereditaments and appurtenances belonging thereto (the Property).
2. **TITLE.** Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:  
 (a) Covenants, conditions, restrictions, declarations and easements of record, if any;  
 (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;  
 (c) Building, zoning and subdivision laws and regulations;  
 (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and  
 (e) The following liens or encumbrances:
3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchasers' prompt and full performance of this contract, Seller shall:  
 (a) Execute, acknowledge and deliver to Purchasers a \_\_\_\_\_ Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:  
 (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;  
 (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and

(iii) The following liens or encumbrances:

- \_\_\_\_\_ ; and
- (b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.
4. **PURCHASE PRICE.** Purchasers shall pay to Seller, at \_\_\_\_\_, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), as and for the purchase price for the Property, payable as follows:

5. **PREPAYMENT.** Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.
6. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 19\_\_\_\_ and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows:
- Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.
7. **PROPERTY INSURANCE.**  
 (a) **INSURED RISKS AND AMOUNT.** Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of \_\_\_\_\_. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.  
 (b) **OTHER TERMS.** The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.  
 (c) **NOTICE OF DAMAGE.** In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.
8. **DAMAGE TO THE PROPERTY.**  
 (a) **APPLICATION OF INSURANCE PROCEEDS.** If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.

**KEY: PROPOSED RULES SECTION** — Underlining indicates additions to existing rule language. **Strike outs** indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. **Strike outs** indicate deletions from proposed rule language.

# PROPOSED RULES

- (b) **PURCHASERS' ELECTION TO REBUILD.** If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undischarged escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8 (a) above.
9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**
- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.
12. **WASTE, REPAIR AND LIENS.** Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

18. **HEADINGS.** Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. **ASSESSMENTS BY OWNERS' ASSOCIATION.** If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
- (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
- (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
- (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
- (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
- (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

20. **ADDITIONAL TERMS:**

<p><b>SELLER</b></p> <p>_____</p> <p>By _____</p> <p>Its _____</p> <p>By _____</p> <p>Its _____</p>	<p><b>PURCHASERS</b></p> <p>_____</p> <p>By _____</p> <p>Its _____</p> <p>By _____</p> <p>Its _____</p>
---	---

State of Minnesota } ss.  
County of \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ under the laws of \_\_\_\_\_ on behalf of the \_\_\_\_\_

NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK

State of Minnesota } ss.  
County of \_\_\_\_\_ }

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

NOTARIAL STAMP OR SEAL OR OTHER TITLE OR RANK

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

**FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASERS' INTEREST IN THE PROPERTY.**

Exhibit 4 MCAR § 1.5004-1

**ASSIGNMENT OF CONTRACT FOR DEED** Miller-Davis Co., Minneapolis  
By Individual Seller, Purchaser or Assignee **Form No. 58-M** Minnesota Uniform Conveyancing Blanks (1981)

<p>No delinquent taxes and transfer entered;          Certificate of Real Estate Value          ( ) filed ( ) not required</p> <p>_____, 19____</p> <p style="text-align: center;">County Auditor</p> <p>By _____ Deputy</p>	
--	--

Date: \_\_\_\_\_, 19\_\_\_\_ (reserved for recording data)

**FOR VALUABLE CONSIDERATION,**

Assignor (whether one or more), hereby sells, assigns and transfers unto \_\_\_\_\_ (Mental status)

Assignee (whether one or more), the \_\_\_\_\_ (Seller's or Purchaser's) interest in that certain  
 Contract for Deed dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, made by \_\_\_\_\_

as Seller, and \_\_\_\_\_  
 as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in  
 and for the County of \_\_\_\_\_, State of Minnesota,  
 on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, as (Document No. \_\_\_\_\_  
 in Book \_\_\_\_\_ of \_\_\_\_\_ (Recording information—County Recorder) page \_\_\_\_\_) and/or  
 (Document No. \_\_\_\_\_ (Filing information—Registrar of Titles) in Volume \_\_\_\_\_ page \_\_\_\_\_)

for the sale and conveyance of real property in said County and State, described as follows:

(If more space is needed, continue on back)

Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby  
 assumes and agrees to keep and perform.

Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of  
 \$ \_\_\_\_\_ with interest thereon from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 and that Assignor has good right to sell, transfer and assign said Contract for Deed.

ASSIGNOR(S)

\_\_\_\_\_  
 \_\_\_\_\_

State of Minnesota }  
 County of \_\_\_\_\_ } ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 by \_\_\_\_\_

<p style="text-align: center;"><small>NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)</small></p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<p style="text-align: center;"><small>SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT</small></p> <p style="text-align: center;"><small>THIS INSTRUMENT WAS DRAUGHT BY (NAME AND ADDRESS):</small></p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
---	--

Tax Statements for the real property described in this instrument should be sent to (include name and address of Assignee)

**KEY: PROPOSED RULES SECTION** — Underlining indicates additions to existing rule language. **Strike outs** indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. **Strike outs** indicate deletions from proposed rule language.

Exhibit 4 MCAR § 1.5005-1

ASSIGNMENT OF CONTRACT FOR DEED **Form No. 59-M** Miller-Davis Co., Minneapolis  
Mn. Corporate or Partnership Seller, Purchaser or Assignee Minnesota Uniform Conveyancing Blanks (1981)

No delinquent taxes and transfer entered;  
Certificate of Real Estate Value  
( ) filed ( ) not required

\_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_  
County Auditor  
By \_\_\_\_\_ Deputy

Date: \_\_\_\_\_, 19\_\_\_\_ (reserved for recording data)

FOR VALUABLE CONSIDERATION, \_\_\_\_\_  
a \_\_\_\_\_ under the laws of \_\_\_\_\_,  
Assignor, hereby sells, assigns and transfers unto \_\_\_\_\_  
Assignee (whether one or more), the \_\_\_\_\_ (Seller's or Purchaser's) interest in that certain  
Contract for Deed dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, made by \_\_\_\_\_  
as Seller, and \_\_\_\_\_  
as Purchaser, recorded and/or filed in the office(s) of the County Recorder and/or Registrar of Titles in  
and for the County of \_\_\_\_\_, State of Minnesota,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, as (Document No. \_\_\_\_\_  
in Book \_\_\_\_\_ of \_\_\_\_\_ (Recording information - County Recorder) \_\_\_\_\_) and/or  
(Document No. \_\_\_\_\_ in Volume \_\_\_\_\_ of \_\_\_\_\_ (Recording information - Registrar of Titles) \_\_\_\_\_) page \_\_\_\_\_  
for the sale and conveyance of real property in said County and State, described as follows:

(If more space is needed, continue on back)

Subject to all the covenants of Assignor in said Contract for Deed contained, which Assignee hereby  
assumes and agrees to keep and perform.

Assignor hereby covenants that there remains unpaid under said Contract for Deed the sum of  
\$ \_\_\_\_\_ with interest thereon from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
and that Assignor has good right to sell, transfer and assign said Contract for Deed.

ASSIGNOR

By \_\_\_\_\_  
Its \_\_\_\_\_

State of Minnesota }  
County of \_\_\_\_\_ } ss. By \_\_\_\_\_  
Its \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_  
the \_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_ a \_\_\_\_\_  
under the laws of \_\_\_\_\_, on behalf of the \_\_\_\_\_

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Tax Statements for the real property described in this instrument should  
be sent to the (a) (name and address of Assignee)





PROPOSED RULES

Exhibit 4 MCAR § 1.5007-1

RESIDENTIAL MORTGAGE Present to Minn. Stat. Sec. 47.20 (1981) Individual to Individual Form No. 41 1/2-M Miller Davis Co., Minneapolis Minnesota Uniform Conveyancing Blanks (1981)

(reserved for mortgage registry tax payment data)

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON: \$

THIS INDENTURE, Made this day of 19 between (Marital Status), Mortgagor (whether one or more), and Mortgagor (whether one or more),

WITNESSETH, That the Mortgagor, in consideration of the sum of DOLLARS, to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of, and State of Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property). TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows: that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall pay to the Mortgagee the sum of DOLLARS, according to the terms of a promissory note of even date herewith (the Note), the final payment being due and payable on with interest at the rate of percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows: 1. to pay the principal sum of money and interest as specified in the Note; 2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto; 3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss

payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies. 4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances; 5. to commit or permit no waste on the Property and to keep it in good repair; 6. to complete forthwith any improvements which may hereafter be under course of construction on the Property, and; 7. to pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows: 1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof. 2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstatement after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale. 3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address:

or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest. IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

State of Minnesota } County of

The foregoing instrument was acknowledged before me this day of 19 by

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS MORTGAGE MAY GIVE OTHER PARTIES PRIORITY OVER THIS MORTGAGE.

Exhibit 4 MCAR § 1.5008-1

RESIDENTIAL MORTGAGE Form No. 42 1/2 - M Minnesota Uniform Conveyancing Blanks (1991)

(reserved for mortgage registry tax payment data)

MORTGAGE REGISTRY TAX DUE HEREON: \$ (reserved for recording data)

THIS INDENTURE, Made this \_\_\_ day of \_\_\_, 19\_\_\_, between \_\_\_ Mortgagor (whether one or more), and \_\_\_ Mortgagee,

WITNESSETH, That the Mortgagor, in consideration of the sum of \_\_\_ DOLLARS, to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of \_\_\_ and State of Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the Property). TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows: \_\_\_; that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall pay to the Mortgagee the sum of \_\_\_ DOLLARS, according to the terms of a promissory note of even date herewith (the Note), the final payment being due and payable on \_\_\_ with interest at the rate of \_\_\_ percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows: 1. to pay the principal sum of money and interest as specified in the Note; 2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto; 3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of \_\_\_ at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss

payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies. 4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances; 5. to commit or permit no waste on the Property and to keep it in good repair; 6. to complete forthwith any improvements which may hereafter be under course of construction on the Property, and; 7. to pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows: 1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof. 2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale. 3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: \_\_\_ or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest. IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand the day and year first above written.

MORTGAGOR

State of Minnesota } II. County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 19\_\_\_ by \_\_\_\_\_

NOTARIAL STAMP OR SEAL, (OR OTHER TITLE OR RANK) SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAILURE TO RECORD OR FILE THIS MORTGAGE MAY GIVE OTHER PARTIES PRIORITY OVER THIS MORTGAGE.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. Strike outs indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. Strike outs indicate deletions from proposed rule language.

## PROPOSED RULES

---

### State Board of Education Department of Education Instruction Division

#### Proposed Temporary Rules Governing Public School Automobile Driver Education Programs

##### Request for Public Comment

Notice is hereby given that the State Board of Education is proposing to adopt temporary rules to govern Public School Automobile Driver Education Programs as authorized by Chapter 548, Laws of 1982. The proposed temporary rules appear following this notice.

All interested persons are hereby afforded the opportunity to submit data and views on the proposed temporary rules for 20 days immediately following publication of this material in the *State Register*. Comments should be submitted in writing to Joseph E. Meyerring, Traffic Safety Education Specialist, Department of Education, 685 Capitol Square Building, 550 Cedar Street, St. Paul, MN 55101.

The proposed temporary rules may be modified if the modifications are supported by the data and views submitted to the Department.

After the 20 day comment period the proposed temporary rules with modifications, if any, will be sent to the Office of the Attorney General for final approval as to form and legality. The temporary rules shall take effect immediately upon the Attorney General's approval.

The temporary rules shall remain in effect until July 1, 1983 or until permanent rules are adopted, whichever occurs first.  
June 8, 1982

John J. Feda, Secretary

##### Temporary Rules as Proposed (all new material)

Chapter Eight: Health and Safety  
Education Instruction and Training  
Minimum Standards for Elementary and Secondary Schools

**EDU 143 [Temporary] Automobile driver education programs.** A school district offering automobile driver education programs, directly or indirectly, shall comply with the requirements of EDU 144 to EDU 146.

**EDU 144 [Temporary] Instructional requirements for automobile driver education.**

A. Classroom curriculum. A written classroom curriculum guide must be available to and used by each teacher conducting classroom instruction. The curriculum must include at least the following opportunities for students:

1. to analyze and assess several decision-making models and factors influencing highway-user decisions;
2. to analyze and simulate making decisions about the effect of alcohol and other drugs on behavior and driving performance;
3. to analyze and practice making decisions about using occupant restraints;
4. to identify and analyze a variety of driving decisions about highway users and roadway characteristics;
5. to analyze and practice making decisions about a vehicle's speed under the different driving conditions;
6. to know the content and purpose of motor vehicle and traffic laws and rules for safe driving performance;
7. to identify, analyze, and describe proper procedures for a variety of driving situations;
8. to gather information and practice making decisions about automobile ownership and maintenance;
9. to identify, analyze, and practice making decisions related to drivers' attitudes and emotions; and
10. to explore alternative ways to become better drivers and to improve highway transportation.

B. Laboratory curriculum. A written laboratory curriculum guide must be available to and used by each teacher conducting laboratory instruction. The curriculum must include at least the following:

1. orientation to the purpose, content, and procedures for laboratory instruction;

2. orientation to gauges and instruments, and preparing to move the vehicle;
3. basic skills in speed control and tracking on forward and backward paths;
4. orientation to driving and initial techniques in scanning for, recognizing, and responding to obstacles;
5. basic skills in parking, turning, backing, turning around, lane changing, crossing intersections, and passing maneuvers;
6. reduced-risk city driving, highway driving, freeway driving, and interacting with other highway users;
7. strategies for perceiving and responding to adverse and special conditions and emergencies; and
8. formal evaluation, self evaluation, and planning for future improvement.

C. Place for on-street instruction. All on-street instruction shall be conducted on a planned practice driving route. It shall not be on actual routes used for road tests for state driver licenses.

D. Classroom instruction. At least 30 hours of classroom instruction must be scheduled over no less than three weeks with no more than two clock hours per day.

E. Laboratory instruction. Laboratory instruction must include at least six clock hours of on-street instruction or the equivalent. The clock hours or the equivalent must be scheduled over no less than two weeks and not more than 18 weeks with no more than two clock hours per day.

1. If automobile-driving simulator instruction is provided and is not counted as classroom time, four clock hours of simulator instruction may be substituted for one clock hour of on-street instruction.

2. If off-street driving range instruction is provided, two clock hours of driving range instruction may be substituted for one clock hour of on-street instruction.

3. When simulator or driving range instruction is substituted for on-street instruction, the on-street instruction time may not be reduced to less than three clock hours. However, when both simulator and driving range instruction are substituted, on-street instruction time may not be reduced to less than two clock hours.

F. Sequence when simultaneous instruction. At least five clock hours of classroom instruction must have been completed before beginning laboratory instruction, when both phases of the program are conducted during the same time period.

G. Sequence when successive instruction. Successful completion of classroom instruction is mandatory for enrollment in laboratory instruction, when the two phases of the program are conducted during separate time periods. The time period between the phases of instruction must not exceed six months.

H. Occupant restraints. Instructors must ensure that all vehicle occupants use restraints at all times during laboratory instruction.

I. Permit or driver's license. Instructors must ensure that students are in actual possession of a valid Minnesota driver instruction permit or driver's license before giving on-street driving instruction.

J. Course credit. Driver education courses may carry credit toward graduation for students, whether offered directly or indirectly, as a separate course or part of another course. Credit for driver education must be granted under the same standards that credit is granted for satisfactory completion of other courses. A student must not be granted credit toward graduation for completing a driver training course provided wholly or partially by a commercial driver training school not meeting all requirements of EDU 144 to EDU 146.

K. Program modification. A school district which does not provide on-street instruction may offer classroom instruction only after it has consulted with a commercial driving school or other on-street provider. The district must modify its program to minimize duplication of training.

L. Authorized school official. A school district must identify an authorized school official to be responsible for certifying satisfactory completion of the program. The official need not be licensed under 5 MCAR § 3.083 unless that person also is an instructor in the program.

1. When a student satisfactorily completes the driver education program, including both classroom and on-street instruction, the authorized school official must furnish the student a certificate of course completion.

**KEY: PROPOSED RULES SECTION** — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

## PROPOSED RULES

---

---

2. When a student satisfactorily completes classroom instruction and intends to complete the program with another provider, the authorized school official must furnish the student verification statement of completion of classroom instruction.

3. When a student under 16 years of age fails to continue or successfully complete the driver education course, including on-street instruction, the authorized school official must immediately notify the Department of Public Safety, Driver and Vehicle Services Division.

M. Annual report. Before September 1 of each school year, each district must submit an annual report identifying the authorized school official and all teachers who will be teaching students during that school year and during the following summer. The report must be submitted to the Department of Education on forms supplied by it.

### EDU 145 [Temporary] Vehicle requirements for automobile driver education.

A. Safety standards. Each vehicle used for laboratory instruction for automobile driver education must comply with all federal and state motor vehicle safety standards for the model year of the vehicle.

B. Required equipment. Each vehicle used for on-street instruction must have the following equipment:

1. dual control brakes;
2. outside and rearview mirror for the driver's use and separate rearview mirror for the instructor's use;
3. sunvisors for both the driver and the front seat passenger;
4. windshield washers, wipers, and defroster; and
5. occupant restraints for each occupant of the vehicle.

C. Display of sign. Each vehicle used for on-street instruction must conspicuously display a sign on the rear which reads "Student Driver." The background and letters of the sign must be of contrasting colors. The lettering must be at least two but not more than five inches high. The sign must be removed when the vehicle is used for purposes other than driver education instruction.

D. Required maintenance. Each vehicle used for laboratory instruction must be maintained in safe operating condition through routine care and servicing.

E. Firearms, hazardous or toxic substances prohibited. No firearms, hazardous substances, or toxic substances may be transported in a driver education vehicle. For the purpose of this subpart, "firearms" has the definition given it in Minn. Stat. § 97.40, subd. 34; "hazardous substances" and "toxic substances" have the definitions given them in Minn. Stat. § 24.33, clauses (d) and (e).

F. Insurance or self-insurance required. The district shall provide a plan of reparation security covering each vehicle used and complying with the provisions of the Minnesota No-Fault Automobile Insurance Act, Minn. Stat. §§ 65B.41-65B.71, except that residual liability coverage must be provided in the following amounts: not less than \$100,000 because of bodily injury to or death of any one person in any one accident; not less than \$300,000 because of bodily injury to or death of two or more persons in any one accident; and not less than \$50,000 because of damage to or destruction of property of others in any one accident.

EDU 146 [Temporary] Teacher requirements for automobile driver education. All teachers providing automobile driver education instruction must be appropriately licensed by the Board of Teaching.

Temporary repealer. Rule EDU 142 C. is repealed during the time temporary rules EDU 143 to EDU 146 are effective.

## Department of Energy, Planning and Development Energy Division

### Proposed Rules Governing the Home Energy Disclosure Program

#### Notice of Intent to Adopt Rules without a Public Hearing

Notice is hereby given that the Department of Energy, Planning and Development proposes to adopt the above-entitled rules without a public hearing. The commissioner has determined that the proposed adoption of these rules will be noncontroversial in nature and has elected to follow the procedures set forth in Minnesota Statutes § 15.0412, subdivision 4h (1981 Supp).

Notice of intent to adopt rules was originally mailed in November, 1981, and published in the *State Register* at 6 SR 922-937 on November 16, 1981. A subsequent notice was mailed on June 25, 1982. However, because the previous notices were determined to be inadequate, the department is again giving notice of its intent to adopt these rules.

---

---

## PROPOSED RULES

Persons interested in these rules shall have until August 31, 1982, to submit comments on the proposed rules. The proposed rules may be modified if the modifications are supported by the data and views submitted to the department and do not result in a substantial change in the proposed language.

Unless seven or more persons submit written requests for a public hearing on the proposed rules within the specified comment period, a public hearing will not be held. In the event a public hearing is required, the department will proceed according to the provisions of Minnesota Statutes § 15.0412, subdivision 4-4f.

Persons who wish to submit comments or a written request for a public hearing should submit such comments or request to:

Greg Hubinger, Residential Programs Manager  
Energy Division  
980 American Center Building  
150 East Kellogg Boulevard  
St. Paul, Minnesota 55101 (612) 297-2117

Authority for adoption of these rules is contained in Minnesota Statutes § 116H.129 and 116H.08(a). Additionally, a statement of need and reasonableness that describes the need for and reasonableness of each provision of the proposed rules and identifies the data and information relied upon to support the proposed rules has been prepared and is available from Greg Hubinger upon request.

Upon adoption of the final rules without a public hearing, the proposed rules, this notice, the statement of need and reasonableness, all written comments received, and the final rules as adopted will be delivered to the Attorney General for review as to form and legality, including the issue of substantial change. Persons who wish to be advised of the submission of this material to the Attorney General, or who wish to receive a copy of the final rules as proposed for adoption, should submit a written statement of such request to Greg Hubinger.

The rules as proposed were published in the *State Register*, November 16, 1982 (6 SR 922-937). These proposed rules implement several changes to the Home Energy Disclosure Program:

1. In accordance with the requirements of Minn. Stat. 116H.129, subd. 7, the number of features evaluated increases from 8 to 23. These measures include the heating system, renewable resource measures, additional insulation measures and load management.
2. In accordance with Minn. Stat. 116H.129, subd. 6, evaluators are required to take additional training and to pass a revised certification examination that enables them to perform the upgraded disclosure report.
3. Liability and errors and omissions insurance protection replaces the previous requirement for bond coverage.
4. Provided they are properly certified, real estate agents are now permitted to perform evaluations on listings they hold and contractors are also able to complete evaluations.
5. No certification fee is required for evaluators upgrading their certification.

Copies of this notice and the proposed rules are available and may be obtained by contacting Greg Hubinger.

Minnesota Statutes, chapter 10A, requires each lobbyist to register with the Ethical Practices Board within five days after he/she becomes a lobbyist. Lobbying includes attempting to influence rulemaking by communicating or using others to communicate with public officials. A lobbyist is generally any individual who spends more than \$250 per year for lobbying or any individual who is engaged for pay or authorized to spend money by another individual or association and who spends more than \$250 per year or five hours per month at lobbying. The statute provides certain exceptions. Questions should be directed to the Ethical Practices Board, 41 State Office Building, St. Paul, Minnesota, 55155, telephone (612) 296-5165.

June 28, 1982

Kent E. Eklund, Commissioner  
Department of Energy, Planning  
and Development

**KEY: PROPOSED RULES SECTION** — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

# PROPOSED RULES

---

---

## Department of Public Safety Driver & Vehicle Service Division

### Proposed Rules Governing Drivers License and Motor Vehicle Records, Name of Applicant

#### Notice of Intent to Adopt Rules without a Hearing

Notice is hereby given that the State Department of Public Safety is proposing to adopt the above entitled rules without a public hearing. The Commissioner of Public Safety has determined that the proposed adoption of these rules will be noncontroversial in nature and has elected to follow procedures set forth in Minn. Stat. § 15.0412, subd. 4h.

Persons interested in these rules shall have 30 days to submit comments on the proposed rules. The proposed rules may be modified prior to final adoption if modifications are supported by the data and views submitted to the Department of Public Safety and do not result in a substantial change in the proposed language.

Unless seven or more persons submit written requests for a public hearing on the proposed rules within the 30-day comment period, a public hearing will not be held. The written request must be specific on which rule(s) a hearing is desired. Identification of the particular objection, the suggested modifications, and the reasons or data relied upon to support the suggested modifications are desired. In the event a public hearing is required, the department will proceed according to the provisions of Minn. Stat. § 15.0412, subd. 4-4f.

Persons who wish to submit comments or a written request for a public hearing, or persons who wish to receive a copy of this notice and/or a copy of the proposed rules, should address their correspondence to the address below and include the name of the rulemaking:

Diane Hamilton  
Department of Public Safety  
211 Transportation Building  
St. Paul, MN 55155

The department's authority to adopt the proposed rules is contained in Minn. Stat. §§ 299A.01, 15.0411 subd. 3 and generally Chapters 168, 168A, and 171. A statement of need and reasonableness that describes the need for and reasonableness of each provision of the proposed rules and identifies the data and information relied upon to support the proposed rules has been prepared and is available from the Department of Public Safety upon request.

Upon adoption of the final rules without a public hearing, the proposed rules, this Notice, the statement of need and reasonableness, all written comments received, and the final rules as adopted will be delivered to the Attorney General for review as to form and legality, including the issue of substantial change. Persons who wish to be advised of the submission of this material to the Attorney General, or who wish to receive a copy of the final rules as proposed for adoption, should submit a written request to the above address.

Please be advised that Minn. Stat. Chapter 10A requires each lobbyist to register with the State Ethical Practices Board within five days after he or she commences lobbying. Minn. Stat. § 10A.01, subdivision 11 defines a lobbyist as any individual: (a) engaged for pay or other consideration, or authorized by another individual or association to spend money, who spends more than five hours in any month or more than \$250, not including his own travel expenses and membership dues, in any year, for the purpose of attempting to influence legislative or administrative action by communicating or urging others to communicate with public officials; or (b) who spends more than \$250, not including his own travel expenses and membership dues, in any year, for the purpose of attempting to influence legislative or administrative action by communicating or urging others to communicate with public officials. The statute provides certain exceptions. Questions should be directed to the Ethical Practices Board, 41 State Office Building, St. Paul, Minnesota 55155, telephone (612) 296-5615.

The department estimates that there will be no cost to local public bodies in the state to implement the rules for the two years immediately following their adoption, within the meaning of Minnesota Statutes § 15.0412, subdivision 7.

A copy of the proposed rules is attached to this notice.

John P. Sopsic, Commissioner

#### Rules as Proposed (all new material)

##### 11 MCAR § 1.6101 Purpose and scope.

A. Purpose. The purpose of 11 MCAR §§ 1.6101-1.6106 is to provide general standards for the administration of the laws



requiring that full names appear on driver licenses and motor vehicle records and to provide standards for subsequent name changes on these documents.

B. Scope. The scope of 11 MCAR §§ 1.6101-1.6106 is intended to be confined within the framework and to be consistent with the provisions of Minn. Stat. chs. 168, 168A and 171.

**11 MCAR § 1.6102 Definitions.**

A. Purposes. For the purposes of 11 MCAR §§ 1.6101-1.6106, the following terms have the meaning given them.

B. Driver's license and motor vehicle registration records. Driver's license and motor vehicle registration records include:

1. all applications for drivers' licenses, instruction permits and Minnesota identification cards;
2. all applications for motor vehicle certificates of title; and
3. all applications for motor vehicle registration plates.

C. Full name. Full name means the first name, middle name and surname.

D. First name. First name means the name given at birth that appears first in a person's full name.

E. Middle name. Middle name means the name given at birth between a person's first name and surname.

F. Surname. Surname means the last name borne in common by members of a family.

**11 MCAR § 1.6103 Name, name combination, length.**

A. Full name required. The full name is required on driver licenses and motor vehicle records. It is comprised of the first name, one or more middle names and one or more surnames.

B. Length of full name. The full name may not exceed 28 characters and spaces. If the full name exceeds 28 characters and spaces, it will be abbreviated by the Department of Public Safety in a manner that will permit proper record storage and printing on the record.

C. Name combinations. If a person has more than one middle name or more than one surname, they may be used in combination separated by a hyphen. If only one name in a combination is to be used on the document, the name used must be the first name of the combination name.

**11 MCAR § 1.6104 Documentation of proof of name and identity.**

A. Generally. At the time of application for a driver's license or motor vehicle registration record, the applicant shall present a Minnesota driver's license or Minnesota identification card if either one of these has been issued to the applicant. If the applicant possesses a driver's license, chauffeur's license or instruction permit from another jurisdiction it must be surrendered.

B. Other documentation. If the applicant cannot supply the documentation specified in A., one of the following will be accepted as proof of name and identity:

1. an original or certified copy of the birth certificate of the applicant;
2. an identification card issued to the applicant by the United States Armed Services;
3. an alien identification card form 194 or a passport issued to the applicant if it meets the full name requirement specified in 11 MCAR § 1.6103;
4. a certificate of motor vehicle title or registration issued to the applicant by another jurisdiction if it meets the full name requirement specified in 11 MCAR § 1.6103;
5. a certified school record of the applicant;
6. a baptismal record of the applicant; or
7. confirmation of the name and identity of an applicant under 19 years of age by a parent, spouse or guardian who must accompany the applicant and furnish proof of his or her name and identity as provided in 1.-6. or in A.

**11 MCAR § 1.6105 Documentation for change of name on driver's license or motor vehicle registration and title application records.**

A. Generally. When a change of name is required by law or requested by an applicant, the documentation in B. and C. is required.

**KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.****

## PROPOSED RULES

---

---

B. Specific Documentation. If the applicant is required by law or desires to change his or her surname, add an additional middle name or surname or change any name, the applicant shall supply the most appropriate document from the following:

1. applicant's certificate of marriage or a certified copy;
2. applicant's marriage license or certified copy;
3. a certified copy of a court order;
4. a certified copy of a divorce decree or dissolution of marriage granted the applicant that specifies the name changes requested; or
5. a certified copy of naturalization papers issued to the applicant.

C. Surname in place of middle name. After December 31, 1982, an applicant may use the applicant's surname prior to marriage on the driver's license in place of the middle name. The following is acceptable as proof of that name:

1. an original or certified copy of the applicant's birth certificate;
2. the baptismal record of the applicant; or
3. a driver's license or instruction permit of the applicant showing the surname of the applicant prior to marriage.

### 11 MCAR § 1.6106 Variances.

A. Commissioner may grant. The commissioner of Public Safety may grant variances from 11 MCAR §§ 1.6101-1.6105.

B. Application for variance. If a person questions or disagrees with the provisions of 11 MCAR §§ 1.6101-1.6105 as applied to him or her, he or she may make written application to the commissioner of Public Safety or his designee for a variance from one or more of the provisions of 11 MCAR §§ 1.1101-1.6105.

C. Documentation and review. A person applying for a variance must submit written documentation of the reasons why a variance should be granted. The commissioner of Public Safety or his designee shall review the request for the variance and grant or deny the request within 30 days of receipt of the request. The person shall be notified of the decision by mail within the 30 day period.

## ADOPTED RULES

---

---

The adoption of a rule becomes effective after the requirements of Minn. Stat. § 15.0412, subd. 4, have been met and five working days after the rule is published in the *State Register*, unless a later date is required by statutes or specified in the rule.

If an adopted rule is identical to its proposed form as previously published, a notice of adoption and a citation to its previous *State Register* publication will be printed.

If an adopted rule differs from its proposed form, language which has been deleted will be printed with strike outs and new language will be underlined, and the rule's previous *State Register* publication will be cited.

A temporary rule becomes effective upon the approval of the Attorney General as specified in Minn. Stat. § 15.0412, subd. 5. Notice of his decision will be published as soon as practicable, and the adopted temporary rule will be published in the manner provided for adopted rules under subd. 4.

---

## Department of Natural Resources Commissioner's Order No. 2117

### Regulations for the Payment of Pelting Fees, Superseding Commissioner's Order No. 2085

Pursuant to authority vested in me by law, I, Joseph N. Alexander, Commissioner of Natural Resources, hereby prescribe the following regulations for the payment of pelting fees.

Section 1. In any case where a person who is not an employee of the Department of Natural Resources performs any necessary service in recovering, treating, preserving or transporting the pelt of any protected fur-bearing wild animal which was accidentally killed or was lawfully killed on account of causing or threatening injury or damage, such person shall be entitled to a pelting fee in the amount of 25 percent of the proceeds of the sale of the pelt, provided:

a. That no such person shall possess or transport a fisher, otter, pine marten, fox, bobcat, lynx, or timber wolf until such person notifies the local conservation officer, other authorized department employee, or regional enforcement office, of the killing and receives authorization to possess, transport, and pelt the animal; and

b. That such person may possess or transport mink, muskrat, beaver, badger or raccoon only if the local conservation officer or other authorized employee of the Department is notified within 24 hours of such killing and before any pelting is begun; and

c. Such person voluntarily releases the pelt and carcass to the local conservation officer or other authorized department employee at the earliest practicable opportunity. No pelting fees shall be paid on muskrats.

Sec. 2. Claims for pelting fees shall be submitted in writing in such manner and form as the director of the Division of Enforcement shall prescribe. Every claim shall be certified as to the facts therein stated by the conservation officer or department employee receiving the pelt and shall be subject to the approval of the director of the Division of Enforcement. No claim shall be so certified or approved unless the claimant has used due care and diligence in recovering, treating, preserving and transporting the pelt so as to maintain the value of the same as far as practicable. No claim shall be paid until certified and approved. Only one pelting fee shall be paid for each pelt submitted in accordance with the provisions of this order.

Sec. 3. Commissioner's Order No. 2085 is hereby superseded.

Dated at Saint Paul, Minnesota, this 18th day of June, 1982.

Joseph N. Alexander  
Commissioner of Natural Resources

## Department of Natural Resources

### Commissioner's Order No. 2120

#### Regulations for the Guiding of Bear Hunters and the Issuance of Bear Hunting Guide Licenses Superseding Commissioner's Order No. 2071

Pursuant to authority vested in me by law, I, Joseph N. Alexander, Commissioner of Natural Resources, hereby prescribe the following regulations for the guiding of bear hunters and the issuances of bear hunting guide licenses.

Section 1. No person shall for compensation place bait afield for the purpose of attracting bear or guide or otherwise assist hunters who seek to take bear without first obtaining a bear hunting guide license. No license to take bear is necessary to guide bear hunters unless the guide is shooting or attempting to shoot a bear.

Sec. 2. All persons engaging in the activities described in Section 1 of this order shall be subject to all provisions of this order and the commissioner's order regulating the taking of bear.

Sec. 3. Applications for bear hunting guide licenses can be obtained from the Department of Natural Resources License Bureau, 625 North Robert Street, Saint Paul, Minnesota 55101.

Sec. 4. No bear hunting guide license shall be issued after the day before the opening day of the season for the taking of bear by firearms.

Sec. 5. All licensed bear hunting guides shall complete the report form provided with the license and return it to the Department of Natural Resources, Division of Fish & Wildlife, at the address specified on the form no later than 10 days after the close of the bear season. Failure to submit this report or failure to provide all requested information shall result in ineligibility for a bear hunting guide license for the following bear season.

Sec. 6. This order shall remain in effect until amended, rescinded or superseded.

Commissioner's Order No. 2071 is hereby superseded.

Dated at Saint Paul, Minnesota, this 17th day of June, 1982.

Joseph N. Alexander  
Commissioner  
Department of Natural Resources

**KEY: PROPOSED RULES SECTION** — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

# SUPREME COURT

---

---

## Decisions Filed Friday, July 2, 1982

### Compiled by John McCarthy, Clerk

**81-341 Perry Conley v. Mary Downing, Appellant. Pine County.**

A misstatement in the amount of attorneys fees due in a notice of cancellation of a contract for deed does not necessarily render the notice void where the vendee is not prejudiced by the error.

An attorney's failure to submit responsive pleadings to a motion for summary judgment is a proper ground for granting a motion to vacate under Minn. R. Civ. P. 60.02 where the moving party has a reasonable defense to the action and an excuse for failing to respond, where she has acted with due diligence after judgment is entered, and where no substantial prejudice will result to the other party.

Reversed and remanded. Amdahl, C. J.

**81-359 St. Paul School District No. 625, et al., v. Columbia Transit Corporation, The Home Indemnity Company, Appellant, The Anderson Agency, The St. Paul Companies. Ramsey County.**

Evidence that insurance company would have insured School District had it been requested to do so is insufficient to prove existence of insurance contract.

Exclusion in insurance policy for bodily injury arising out of use of motor vehicle includes within its scope negligent supervision of students and negligent bus loading procedures.

Trial court's award of attorneys fees to respondent Gulf Insurance Company is reversed.

Reversed. Amdahl, C. J. Dissenting, Yetka, J., and Todd, J. Took no part, Otis, J.

**81-780 Eldon Waldbillig v. State Farm Mutual Automobile Insurance Company, Appellant. Hennepin County.**

Under Minn. Stat. § 65B.43, subd. 3 (1980), a part of the Minnesota No-Fault Insurance Act, benefits provided are not recoverable by a policy-owner from his no-fault insurer when he sustained injuries while attempting to start the engine of a backhoe attached to a truck chassis when the backhoe engine, electrical system and operational controls are separate from those on the truck and when, at the time of the accident causing the injuries, the tandem truck-backhoe was not being used as a motor vehicle.

Reversed. Kelley, J. Dissenting, Todd, J., and Yetka, J.

**51736 Arrowhead Regional Corrections Board v. The Honorable Robert S. Graff, Judge of Aitkin County Court, Appellant. Aitkin County.**

Per Curiam. Took no part, Kelley, J.

## Decisions Filed Monday, June 28, 1982

**82-331 James William Cummings, Appellant, v. State of Minnesota. Ramsey County.**

District court properly denied postconviction petition for resentencing according to the Minnesota Sentencing Guidelines where petitioner failed to meet his burden of proving that his early release from sentence would not present a danger to the public and would not be incompatible with the welfare of society.

Affirmed. Amdahl, C. J.

**82-374 State of Minnesota v. Michael George Hyatt, Appellant. Ramsey County.**

District court properly denied postconviction petition for resentencing according to the Minnesota Sentencing Guidelines.

Affirmed. Amdahl, C. J.

**82-375 Gregory Morton Payne, petitioner, Appellant, v. State of Minnesota. Ramsey County.**

District court properly denied postconviction petition for resentencing according to the Minnesota Sentencing Guidelines where petitioner failed to meet his burden of proving that his early release from sentence would not present a danger to the public and would not be incompatible with the welfare of society.

Affirmed. Amdahl, C. J.

**82-376 Preston T. Ridsdale, petitioner, Appellant, v. State of Minnesota. Ramsey County.**

District court properly denied postconviction petition for resentencing according to the Minnesota Sentencing Guidelines where

petitioner failed to meet his burden of proving that his early release from sentence would not present a danger to the public and would not be incompatible with the welfare of society.

Affirmed. Amdahl, C. J.

**82-377 Terry P. Biskey, petitioner, Appellant, v. State of Minnesota. Ramsey County.**

District court properly denied postconviction petition for resentencing according to the Minnesota Sentencing Guidelines.

Affirmed. Amdahl, C. J.

**82-379 Richard W. Bruestle, petitioner, Appellant, v. State of Minnesota. Ramsey County.**

District court properly denied postconviction petition for resentencing according to the Minnesota Sentencing Guidelines where petitioner failed to meet his burden of proving that his early release from sentence would not present a danger to the public and would not be incompatible with the welfare of society.

Affirmed. Amdahl, C. J.

**82-382 Michael Scot Burns, petitioner, Appellant, v. State of Minnesota. Ramsey County.**

District court properly denied postconviction petition for resentencing according to the Minnesota Sentencing Guidelines.

Affirmed. Amdahl, C. J.

**82-430 Ronald Palm, petitioner, Appellant, v. State of Minnesota. Cottonwood County.**

District court properly denied postconviction petition for resentencing according to the Minnesota Sentencing Guidelines where petitioner failed to meet his burden of proving that his early release from sentence would not present a danger to the public and would not be incompatible with the welfare of society.

Affirmed. Amdahl, C. J.

**82-623 Daniel Joseph Hittle, petitioner, Appellant, v. State of Minnesota. Cass County.**

District court properly denied postconviction petition for resentencing according to the Minnesota Sentencing Guidelines where petitioner failed to meet his burden of proving that his early release from sentence would not present a danger to the public and would not be incompatible with the welfare of society.

Affirmed. Amdahl, C. J.

---

---

## **STATE CONTRACTS**

Pursuant to the provisions of Minn. Stat. § 16.098, subd. 3, an agency must make reasonable effort to publicize the availability of any consultant services contract or professional and technical services contract which has an estimated cost of over \$2,000.

Department of Administration procedures require that notice of any consultant services contract or professional and technical services contract which has an estimated cost of over \$10,000 be printed in the *State Register*. These procedures also require that the following information be included in the notice: name of contact person, agency name and address, description of project and tasks, cost estimate, and final submission date of completed contract proposal.

---

### **Department of Economic Security Office of Economic Opportunity**

#### **Notice of Request for Proposals for Community Services Block Grant Alternative Energy Program**

The Department of Economic Security will fund alternative energy projects in various parts of the State under the Community Services Block Grant Alternative Energy Program. Projects must be designed to demonstrate that new business activity with new jobs can result from the utilization of renewable energy resources. In addition, each project must benefit low income citizens of the State. Project proposers will be expected to identify potential funds from other public or private sources which could match funds provided under this program.

## STATE CONTRACTS

---

---

Persons wishing to obtain the Request for Proposals may contact:

Beverly J. Gleeson, Director  
Office of Economic Opportunity  
Minnesota Department of Economic Security  
American Center Building—6th Floor  
Kellogg and Robert Streets  
St. Paul, Minnesota 55101

Potential project sponsors must send a letter to the same address by August 12, 1982, expressing their intent to apply for funds.

### **Department of Energy, Planning, and Development Energy Division Office of Energy Analyses**

#### **Notice of Request for Proposals for St. Cloud Solid Waste Study**

Proposals are requested from consulting firms to work with the Energy Division of the Minnesota Department of Energy, Planning, and Development and other state agencies on a project to assess the feasibility of a solid waste energy facility at the St. Cloud Reformatory.

The objective of this project is to determine if a facility that would burn solid waste from the St. Cloud area and provide supplemental heating and electricity to the reformatory could be privately financed, owned and operated through energy and other tax incentives. The Energy Division seeks to enter into a cooperative effort with potential investors and consultants to perform a feasibility study.

Authorization for this study has been provided by the following legislation from the 1982 session:

Chapter 569, SF1965

##### **Sec. 36. (ST. CLOUD SOLID WASTE STUDY.)**

The commissioner of energy, planning and development shall conduct or contract with appropriate consultants for the conduct of a study of the design, development, feasibility, and cost aspects of the use of solid wastes generated in the St. Cloud area to provide supplemental heating and electrical energy at the Minnesota correctional facility—St. Cloud. The commissioner shall report the results of the study together with his recommendations thereon to the legislature as soon as practicable after completion of the study, but in no event later than January 1, 1983.

No money may be spent by the commissioner under this section unless one-half of the amount to be spent to conduct or contract for the study has been provided to the commissioner by gift from private persons interested in the study. The commissioner shall consult with those persons concerning the selection of any consultant under this section.

##### **Sec. 38. (APPROPRIATION.)**

\$25,000 of the amount appropriated by Laws 1981, Chapter 334, Section 11, Subdivision 1, from the state building fund is cancelled and reappropriated to the commissioner of energy, planning and development for the purpose of conducting or contracting for the study directed by section 36. None of the money appropriated in this section shall be spent unless the legislative commission on waste management approves a work program of the department showing that the conditions prescribed in section 36 have been met and showing the scope of the proposed activities of the department in carrying out section 36.

It is anticipated that this study will cost approximately \$50,000. The State of Minnesota will fund \$25,000 of this and \$25,000 will be contributed by persons representing investors.

The work scope and project are outlined in the RFP document. The work scope includes the following. Major work areas:

1. Preliminary Technical Feasibility.
2. Preliminary Economic Feasibility.
3. Legal and Institutional Issues.
4. Preliminary Business Plan.

Consultant teams that respond to this RFP should be competent in each of these areas.

---

---

## OFFICIAL NOTICES

Each proposal must include a letter of intent to contribute \$25,000 to the funding of this project by "private persons interested in the study" who are willing to pursue financing and/or ownership of a waste refuse facility in St. Cloud if the results of this study are positive. The formal RFP may be requested and inquiries should be directed to:

Ronald E. Sundberg, Manager Engineering Analysis  
Energy Division  
Minnesota Department of Energy, Planning, and Development  
980 American Center Building  
150 East Kellogg Boulevard  
St. Paul, Minnesota 55101

It is anticipated that the activity to accomplish these services will not exceed a total cost to the state of \$25,000. The deadline for the submission of completed proposals will be 4:30 p.m., August 2, 1982.

This notice does not obligate the state to complete the project. The state reserves the right to cancel this solicitation if it is considered to be in the best interests of the state.

---

---

## OFFICIAL NOTICES

Pursuant to the provisions of Minn. Stat. § 15.0412, subd. 6, an agency, in preparing proposed rules, may seek information or opinion from sources outside the agency. Notices of intent to solicit outside opinion must be published in the *State Register* and all interested persons afforded the opportunity to submit data or views on the subject, either orally or in writing.

The *State Register* also publishes other official notices of state agencies, notices of meetings, and matters of public interest.

---

### Department of Commerce Insurance Division

#### Notice of Publication of List of Unavailable Lines of Coverage—Surplus Lines

As required by Minn. Stat. § 60a.201, subd. 4, the commissioner of insurance maintains a list of those lines of insurance for which coverages are believed to be generally unavailable from licensed insurers. The commissioner is required to make available this list to all licensees.

The initial list was published in December 1981. The current list includes amendments to Section 5B and 5C reflecting changes in insurance coverages presumed to be generally unavailable in the admitted market. These coverages may be placed with eligible surplus lines insurers by surplus lines agents without declination by licensed insurers.

Any person wishing a copy of this list or who wishes to request changes in this list at the time of the next publication may do so by contacting: Donald Peterson, Insurance Division, 500 Metro Square Building, St. Paul, MN 55101.

Future notice of publication of this list shall appear in the *State Register* unless the commissioner determines that no change in the list from previous publication will be made.

Thomas L. O'Malley  
Temporary Commissioner of Insurance

### State Board of Education Department of Education Department of Public Safety

#### Notice of Intent to Solicit Outside Opinion Regarding Proposed Rules Governing Qualifications for School Bus Drivers

Notice is hereby given that the State Departments of Education and Public Safety are seeking information or opinions from sources outside the agencies in preparing to promulgate rules governing general requirements and background check governing

## OFFICIAL NOTICES

---

qualifications for school bus drivers. The changes will establish criteria upon which the Department of Public Safety will issue, deny or cancel a school bus driver endorsement.

The promulgation of these rules is authorized by Minn. Stat. § 171.321, which requires the agencies to jointly prescribe rules governing the qualifications of individuals to drive school buses.

The State Departments of Education and Public Safety request information and comments concerning the subject matter of these rules. Interested or affected persons or groups may submit statements of information or comment orally or in writing. Written statements should be addressed to:

Diane Hamilton  
Department of Public Safety  
211 Transportation Building  
St. Paul, MN 55155  
Telephone: (612) 296-7096

Gerald Pavek  
Department of Education  
550 Cedar Street  
St. Paul, MN 55101  
Telephone: (612) 296-2839

Oral statements will be received during regular business hours over the telephone at (612) 296-7096 or (612) 296-2839 and in person at the above addresses.

All statements of information and comment shall be accepted until August 16, 1982. Any written material received by the State Departments of Education and Public Safety shall become part of the record in the event that the rules are promulgated.

July 1, 1982

John P. Sopsic  
Commissioner of Public Safety

John J. Feda, Secretary  
State Board of Education

## Department of Military Affairs

### Notice of State Surplus Property Sale

The State Department of Military Affairs offers for sale by sealed bids the National Guard Armory at 419 South Minnesota Avenue, St. Peter, Minnesota 56082. The property is legally described as follows:

Lot 3 and North 10½ feet of Lot 4, Block 201, Original Plat, and a permanent easement and right-of-way over the easterly 20 feet of the southerly 55.5 feet of Lot 4, Block 201, along and adjacent to the alley at the easterly end of said Lot 4.

The sale shall include the improved site, which measures approximately 76.5' × 155', the armory building described as follows:

The original armory is a masonry structure with concrete floors. It was built in 1912 and has about 5000 square feet of ground floor area. There is an attached vehicle storage addition built in 1941 which has about 2880 square feet. It is of masonry construction with concrete floor and overhead heaters.

The property will be available for inspection by appointment only. Arrangements for showing may be made by contacting Robert Junge at the address and telephone in an ensuing paragraph.

Sealed bids for the purchase of the property will be received in the Office of Real Estate Management, Room G-22 State Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155, until 2:30 p.m. on July 29, 1982, at which time and place bids will be publicly opened and read aloud.

**BIDS IN AN AMOUNT LESS THAN \$75,000.00 WILL NOT BE ACCEPTED.**

Bids will be accepted only if submitted on forms supplied by the state. Bid forms with complete instructions as to the bidding procedure may be obtained by contacting Robert Junge, Unit Administrator, St. Peter National Guard Armory, 419 South Minnesota Avenue, St. Peter, Minnesota 56082, telephone 507/931-2710, or Howard Eicher, Assistant Director, Real Estate Management, at the St. Paul address in the previous paragraph, telephone 612/296-6674.

To qualify as an acceptable bid, a bid must be accompanied by bid security in the form of a cashier's check or a certified check or a money order payable to the State of Minnesota in an amount not less than 10% of the bid. The bid security will act as a down payment for the successful bidder. Bid security for all unsuccessful bidders will be returned within 15 days to each respective unsuccessful bidder.



The successful bidder will have the option of making payment of the balance remaining after use of the bid security as a down payment by one of the two following methods.

1. Payment in full of the remaining balance no later than October 29, 1982;
2. Payment of the remaining balance in not less than equal annual installments for not to exceed five years, with principal and interest payable annually in advance at the rate of 14½% per annum on the unpaid balance, by certified check or cashier's check payable to the State Treasurer on or before June 1 of each year.

In the event the successful bidder elects to make payment in installments in accordance with option (2) above, the State of Minnesota will enter into a contract for deed with the successful bidder. The contract for deed will set forth the conditions of the sale.

Bidders are advised that the property is offered "as is." Possession will be transferred to the successful bidder on or about October 15, 1982, if the successful bidder has (1) made payment in full, or (2) entered into a contract for deed with the State of Minnesota.

When payment in full has been received by the State of Minnesota, the State shall convey the property by QUIT CLAIM DEED. The State of Minnesota *will not* furnish an abstract. Prospective bidders are hereby admonished that the state assumes no obligation to perform any acts or to pay for any expenses incurred in connection with possible title deficiencies except to deliver an executed QUIT CLAIM DEED. Interested prospective bidders are advised to inspect the real estate and conditions of title in order to insure full knowledge of existing conditions.

The State of Minnesota will pay the real estate taxes, if any, due and payable against this property in the year 1982 and all prior years. The successful bidder shall be responsible for the payment of all real estate taxes due and payable in 1983, if any, and in all succeeding years.

The State of Minnesota will pay in full all special assessments due and payable against this property as of the date of the sale.

The Adjutant General reserves the right to reject any or all bids and to waive informalities therein.

## Department of Natural Resources

### Petition(s) Concerning the Designation of Certain Public Waters and Wetlands in Norman County

#### Notice of and Order for Hearing

It is hereby ordered and notice is hereby given that a public hearing in the above-entitled matter pursuant to Minn. Stat. § 105.391, subd. 1 (1980) will be held in the County Commissioner's Room, Court House, Ada, MN, on August 4, 1982 commencing at 9:30 a.m. and continuing until all persons have had an opportunity to be heard. The hearing will be conducted by a three-person hearings unit consisting of County representative Lawrence H. Woodbury, 2505 N. University Drive, P.O. Box Su 5054, Fargo, ND 58102, Department of Natural Resources representative Merlyn Wesloh, Route 5, Box 41A, Bemidji, MN 56601, and County Soil and Water Conservation District representative Wally Bernhardson, Lockhart, MN 56555.

Each of the waters listed in this notice is the subject of a petition for a hearing. The issue to be determined at the hearing is whether the following waters shall be designated public waters or wetlands pursuant to Minn. Stat. § 105.391 (1980) and the criteria contained in Minn. Stat. § 105.37, subds. 14 and 15 (1980). Please take notice that waters listed in para. A.2. may sometimes also be considered for designation, in the alternative, as wetlands.

#### A. PUBLIC WATERS

##### 1. Watercourses.

<u>Name</u>	<u>Section</u>	<u>Township</u>	<u>Range-to-Section</u>	<u>Township</u>	<u>Range</u>
None					

##### 2. Preliminarily designated under section 105.37, subds. 14(a)-14(h).

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
54-81: Unnamed	3:34	143:144	45
54-84: Unnamed	15	143	45

## OFFICIAL NOTICES

### B. WETLANDS

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
54-15: Unnamed	12	146(Sundal)	44
54-18: Unnamed	25,36	144(W. Hendrum)	49
54-37: Unnamed	24	145(Waukon)	43
54-53: Unnamed	2	146(Sundal)	44
54-85: Unnamed	23	143(Rockwell)	45

Within 60 days following completion of the hearing, the hearings unit shall issue its findings of fact, conclusions and an order, which shall be considered the decision of an agency in a contested case for purposes of judicial review pursuant to Minn. Stat. §§ 15.0424 and 15.0425 (1980).

Any activity that would change the course, current or cross section of public waters or wetlands requires a permit from the Commissioner of Natural Resources. Minn. Stat. § 105.42, subd. 1 (1980). Designation as public waters or wetlands does not transfer ownership of the bed or shore, does not grant the public any greater right of access to those waters than was available prior to designation and does not prevent a landowner from utilizing the bed of those waters for pasture or cropland during periods of drought. Minn. Stat. § 105.391, subds. 10 and 12 (1980).

All petitioners may be represented by counsel or anyone else of their choosing and shall be given an opportunity to be heard orally, to present and cross-examine witnesses and to submit written data, statements or arguments. Petitioners should bring all evidence bearing on these matters including maps, records or other documents.

Failure to attend may result in the challenged waters being designated public waters or wetlands and may prejudice your rights in this and subsequent proceedings.

Questions concerning this Notice and Order may be directed to any member of the hearings unit or to

David B. Milles  
DNR—Division of Waters  
Third Floor, Space Center Building  
444 Lafayette Road  
St. Paul, MN 55101  
Telephone: 612/296-0516.

July 6, 1982

Joseph N. Alexander, Commissioner  
Department of Natural Resources

## Department of Natural Resources

### Petition(s) Concerning the Designation of Certain Public Waters and Wetlands in Red Lake County

#### Notice of and Order for Hearing

It is hereby ordered and notice is hereby given that a public hearing in the above-entitled matter pursuant to Minn. Stat. § 105.391, subd. 1 (1980) will be held in the Courtroom, Court House, Red Lake Falls, MN, on July 21, 1982 commencing at 9:30 a.m. and continuing until all persons have had an opportunity to be heard. The hearing will be conducted by a three-person hearings unit consisting of County representative Orrin G. Linder, Plummer, MN 56748, Department of Natural Resources representative Merlyn Wesloh, Route 5, Box 41A, Bemidji, MN 56601, and County Soil and Water Conservation District representative Ronald Anderson, Red Lake Falls, MN 56750.

Each of the waters listed in this notice is the subject of a petition for a hearing. The issue to be determined at the hearing is whether the following waters shall be designated public waters or wetlands pursuant to Minn. Stat. § 105.391 (1980) and the criteria contained in Minn. Stat. § 105.37, subds. 14 and 15 (1980). Please take notice that waters listed in para. A.2. may sometimes also be considered for designation, in the alternative, as wetlands.

#### A. PUBLIC WATERS

##### 1. Watercourses.

<u>Name</u>	<u>Section</u>	<u>Township</u>	<u>Range-to-Section</u>		<u>Township</u>	<u>Range</u>
Little Black River	29 (Basin 57-1)	152	45	10	151	45
Cyr Creek	27	150	44	25	151	45
Seeger Creek	28	151	44	19	151	44
Unnamed to Clearwater River	28	151	43	23	151	44
Unnamed to Clearwater River	26	151	43	27	151	43
Unnamed to Poplar River	15	150	42	8	150	42
Brooks Creek	31	150	41	10	150	42

2. Preliminarily designated under section 105.37, subds. 14(a)-14(h).

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
None			

**B. WETLANDS**

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
63-12: Unnamed	13, 14, 24, 25; 30	151 (Equality; Johnson)	40; 39

Within 60 days following completion of the hearing, the hearings unit shall issue its findings of fact, conclusions and an order, which shall be considered the decision of an agency in a contested case for purposes of judicial review pursuant to Minn. Stat. §§ 15.0424 and 15.0425 (1980).

Any activity that would change the course, current or cross section of public waters or wetlands requires a permit from the Commissioner of Natural Resources. Minn. Stat. § 105.42, subd. 1 (1980). Designation as public waters or wetlands does not transfer ownership of the bed or shore, does not grant the public any greater right of access to those waters than was available prior to designation and does not prevent a landowner from utilizing the bed of those waters for pasture or cropland during periods of drought. Minn. Stat. § 105.391, subds. 10 and 12 (1980).

All petitioners may be represented by counsel or anyone else of their choosing and shall be given an opportunity to be heard orally, to present and cross-examine witnesses and to submit written data, statements or arguments. Petitioners should bring all evidence bearing on these matters including maps, records or other documents.

Failure to attend may result in the challenged waters being designated public waters or wetlands and may prejudice your rights in this and subsequent proceedings.

Questions concerning this Notice and Order may be directed to any member of the hearings unit or to

David B. Milles  
 DNR—Division of Waters  
 Third Floor, Space Center Building  
 444 Lafayette Road  
 St. Paul, MN 55101  
 Telephone: 612/296-0516.

July 6, 1982

Joseph N. Alexander, Commissioner  
 Department of Natural Resources

**Department of Transportation**

**Amended Order and Notice of Street and Highway Routes Designated and Permitted to Carry the Gross Weights Allowed under Minn. Stat. § 169.832.**

**Order No. 66807**

Whereas, the Commissioner of Transportation has made his Order No. 66400 as amended by Orders Nos. 66446, 66550, 66628, 66690, and 66768 designating and permitting certain street and highway routes, or segments of those routes, to carry the gross weights allowed under Minnesota Statutes § 169.832, and

## OFFICIAL NOTICES

---

Whereas, the commissioner has determined that the additional following routes, or segment of routes, should be designated to carry the gross weights allowed under Minnesota Statutes § 169.832.

IT IS HEREBY ORDERED that Commissioner of Transportation Order No. 66400 is amended this date by adding the following designated streets and highway routes, or segment of routes, as follows:

### TRUNK HIGHWAYS

T.H. 63 — From Jct. T.H. 14 in Rochester to Jct. T.H. 61 at Lake City (Effective July 12, 1982.) (Seasonal.)

T.H. 251 — From Maple Island to Jct. I-35 (Effective August 1 each year.) (Seasonal.)

July 1, 1982

Richard P. Braun  
Commissioner of Transportation

## Errata

At State Register, Volume 6, Number 51, June 21, 1982, pp. 2270-2307, Proposed Amendments to Life Support Transportation Service Rules and Repeal of Emergency Medical Technician Registration Rules, make the following changes:

- page 2279, 7 MCAR § 1.607 A.2.c., second line, change the second "mouth" to "mask";
- page 2281, 7 MCAR § 1.607 F.7., in the last line change "suggests" to "suggested";
- page 2282, 7 MCAR § 1.608 A.1.f.(2), change "miles" to "mile";
- page 2284, 7 MCAR § 1.610 B., fifth line, change "1.604" to "1.624";
- page 2288, 7 MCAR § 1.615 A.5., change "capacity" to "capability";
- page 2288, 7 MCAR § 1.615 A.7., change "communications" to "communication."

STATE OF MINNESOTA

State Register and Public Documents Division  
117 University Avenue  
St. Paul, Minnesota 55155

**ORDER FORM**

**State Register.** Minnesota's official weekly publication for agency rules and notices, executive orders of the Governor, state contracts, Supreme Court and Tax Court decisions.

\_\_\_\_\_ Annual subscription \$130.00  
\_\_\_\_\_ Single copies \$3.00 each

**Minnesota Guidebook to State Agency Services 1982-83** A 750-page reference guide to services provided by Minnesota agencies.

\_\_\_\_\_ Single copy \$9.00 + \$.45 sales tax = \$9.45 each

**Session Laws of Minnesota—1981.** Two volumes. Laws enacted during the 1981 legislative session. Inquire about back volumes. \$25 + \$1.25 (sales tax) = \$26.25.

**State Register Binder.** Durable 3½ inch, forest green binders imprinted with the *State Register* logo.

\_\_\_\_\_ *State Register Binder* \$6.00 + \$.30 (sales tax) = \$6.30\* each

**State Register Index.** Contains cumulative findings aids to Volume 5 of the *State Register*, including MCAR Amendments and Additions, Executive Orders List, Executive Orders Index, Agency Index, Subject Matter Index.

\_\_\_\_\_ Single copy \$5.00

**Worker's Compensation Decisions.** Volume 34. Selected landmark decisions of the Worker's Compensation Court of Appeals. Available by annual subscription, with quarterly update service.

\_\_\_\_\_ Annual subscription \$50.00

**Documents Center Catalog—Spring/Summer 1982.** Complete listing of all items available through the Documents Center. Agency rules, brochures, studies, catalogs, maps, prints, commemorative items and much more.

\_\_\_\_\_ FREE COPY

\*To avoid Minnesota sales tax, please include your Certificate of Exempt Status issued by the Minnesota Department of Revenue.

Please enclose full amount for items ordered. Make check or money order payable to "State of Minnesota."

**EACH ORDER MUST INCLUDE ADDITIONAL \$1.00 FOR POSTAGE AND HANDLING.**

Name \_\_\_\_\_

Attention of: \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

**FOR LEGISLATIVE NEWS**

Publications containing news and information from the Minnesota Senate and House of Representatives are available free to concerned citizens and the news media. To be placed on the mailing list, write or call the offices listed below:

**Briefly/Preview**—Senate news and committee calendar; published weekly during legislative sessions. Contact Senate Public Information Office, Room B29 State Capitol, St. Paul MN 55155, (612) 296-0504.

**Perspectives**—Publication about the Senate. Contact Senate Information Office.

**Weekly Wrap-Up**—House committees, committee assignments of individual representatives, news on committee meetings and action, House action and bill introductions. Contact House Information Office, Room 8 State Capitol, St. Paul, MN, (612) 296-2146.

**This Week**—weekly interim bulletin of the House. Contact House Information Office.

Legislative Reference Library  
Room 111 Capitol  
Interoffice