North American state bank

Belgrade Office

PO Box 189

Belgrade, MN 56312-0189

Phone: 320.254.8271 Toll-Free: 888.254.8271 Fax: 320.254.8274

Website: www.nasbank.com

June 24, 2008

Ms. Amy Ness, Project Manager Minnesota Pollution Control Agency 7678 College Road #105 Baxter, MN 56425

RE: Former KC's Kwik Stop, LEAK00014698

Parcel #R46.28260.000

Legal Description: Lot 12 and the North Half of Lot 11 in Block 5 in Ille's Addition to the Village of Brooten, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Stearns County, Minnesota.

Ms. Ness,

North American State Bank respectfully requests to be released from volunteer Responsible Party status regarding the above-named tank leak site. The bank feels that it is protected from Responsible Party status by provisions in State Statutes that address lender's liability for petroleum releases.

To the best of my belief and knowledge, the history of this leak site is as follows:

November, 1996 – Kurt and Celeste Kirckof purchased the operating gas station and convenience store from Clement and La Verne Reining. North American State Bank took the first of several mortgages to assist in the purchase of this business and improvements to it.

July, 1998 (on or about) – North American State Bank was notified by a third party that the business doors were locked. There was no business activity at the site and the gas tanks had been pumped dry by Kirckof. A call to the Kirckofs confirmed the business closing.

August 12, 1998 – Kurt and Celeste Kirckof filed personal and business bankruptcy (See enclosed document).

December 8, 1998 – North American State Bank petitioned the bankruptcy court to release the business real estate, since the debtor had abandoned it and the liens exceeded the value of the property. The court released the property from bankruptcy. (See enclosed document).

November 4, 1999 – After publishing errors which wasted months of time, the bank's foreclosure sale was finally scheduled for November 4, 1999. (See enclosed Document).

November 6, 2000 – After the expiration of a one-year redemption period, the bank took foreclosure title to the property and immediately moved to list the property for sale. (See enclosed document).

February 2, 2002 – After receiving several unfruitful offers for the property over the past eighteen months, the bank received a reasonable offer from DeWayne and Sherrill Toutges. No business of any sort had taken place at the site since the Kirckofs locked the doors in July, 1998. It is clear from the purchase agreement that the bank was in process of receiving bids to remove the tanks. (See enclosed document).

April 26, 2002 – The bank received its first letter from MPCA regarding the site. The letter states that we may not be responsible for the leak, but may volunteer to take corrective action. The bank did volunteer to take corrective action. (See enclosed document).

November 21, 2002 – After the site was 'cleaned up', the property sale to the Toutges closed. (See enclosed document).

The Toutges have leased the site as a liquor store since they purchased it. Significant expense and time have been expended by the bank since 2002 for extensive ground water monitoring, monitoring well permits, and remediation activities in an adjacent residence, where fumes in the basement required a ventilation system. Additional remediation work in the dwelling is being requested by MPCA at this time. The bank was also assessed a 15% reimbursement penalty from each reimbursement for the prior owner's failure to provide leak detection.

The bank respectfully requests to be released from volunteer Responsible Party status. If any additional information is required, please contact me. Thank you very much for your consideration.

Brian Borgerding, President

1, -

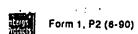
Julius Blumberg, Inc. NYC 10013





FORM 1 VOLUNTARY PETITION

. Unite	d States Bank	ruptcy Court		VOLUNTARY
			MINNESOTA	PETITION
IN RE (Name of debtor-II individual, e	•	e)	1 '	EBTOR (Spouse) (Last, First, Middle)
KIRCKOF, KURT HER				CELESTIE CLARE
ALL OTHER NAMES used by debtor i (Include married, maiden and trade n	n the last 6 years ames)		ALL OTHER NAMES (Include married, married)	Sused by the joint debtor in the last 6 years aiden and trade names.)
K-C'S KWIK STOP KIRCKOF AUTO BODY			BROWER, CE	ELESTIE
SOC. SEC./TAX I.D. NO. (If more tha	n one, state all)		SOC. SEC./TAX I.D.	. NO.(If more than one, state all)
469-92-4532	•		470-88-658	
STREET ADDRESS OF DEBTOR (No. and street, city, state, zip)			ľ	OF JOINT DEBTOR (No. and street, city, state, zip)
ROUTE 1, BOX 153 BROOTEN MN 56316			ROUTE 1, E	
BROOTEN MM 56516	COUNTY OF R	ESIDENCE OR ACE OF BUSINESS	BROOTEN MN	COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS
MAILING ADDRESS OF DEBTOR (IF	STEARNS		MAILING ADDRESS	STEARNS OF JOINT DEBTOR (If different from street address)
		·		(
COCATION OF PRINCIPAL ASSETS (If different from addresses listed abo	ve)	,	of business or prin	n domiciled or has had a residence, principal place cipal assets in this District for 180 days eding the date of this petition or for a longer part of in in any other District.
HIGHWAY 55 AND WES' BROOTEN MN 56316	TERN AVENUE	5	l There is a bank	ruptcy case concerning debtor's affiliate, general ship pending in this District.
	FORMATION REGAR	DING DEBTOR (Che	, —	
TYPE OF DEBTOR	•	CHAP	TER OR SECTION OF BA	ANKRUPTCY CODE UNDER WHICH THE
	Corporation Publicly H		TON IS FILED (Check on	e box)
<u>~</u> ₩	Corporation Not Public	1 14.3		·
Partnership []	Municipality	Cha	pter 9	er 12
NATURE OF DEBT			g fee attached.	<u>-</u>
Non-Business Consumer A. TYPE OF BUSINESS (check one bo	Business - Complete A	&B below Filin	g fee to be paid in installr	nents. (Applicable to individuals only) Must attach ort's consideration certifying that the debtor is
Farming Transportation	·		AND ADDRESS OF LAW	stallments. Rule 1006(b). See Offical Form No.3 FIRM OR ATTORNEY
Professional Manufacturin	g/ Constructi	ion NEL	SON OBENLAND	& DOEBBERT
Retail/Wholesale Mining	∏Real Estat	605	SOUTH LAKES	
Railroad Stockbroker	☑Other Bus	1 022	NWOOD MN 563	
B. BRIEFLY DESCRIBE NATURE OF E			none No. (320)63	
GAS STATION & CONTAUTO BODY REPAIR S			DAVID NELSON	ESIGNATED TO REPRESENT THE DEBTOR
AUTO BODI REPAIR S	SHOP	L	tor is not represented by a	an attorney
STATISTICAL ADMIN (Estimate	IISTRATIVE INFORMA os only) (Check applic	ATION (28 U.S.C. 60		THIS SPACE FOR COURT USE ONLY
Debtor estimates that funds will be a		· · · · · · · · · · · · · · · · · · ·	ors ·	·
Debtor estimates that after any exemexpenses paid, there will be no fund	npt property is exclude	ed and administrative		
ESTIMATED NUMBER OF CREDITOR	s			
<u>]1-15</u> <u>⊠</u> 16-49 <u></u> [50-		□ 200-999 []1000-over	
ESTIMATED ASSETS (in thousands of			over	
☑Under 50 ☐50-99 ☐100-499 ☐5 ESTIMATED LIABILITIES (in thousand		1 0,000-99,000		•
Under 50 ∏50-99 ₹100-499 ∏5	•	∏10,000-99,000 [over 7 100,000	
ESTIMATED NUMBER OF EMPLOYEE	 .	<u> </u>		·
]0 []1-19	20-99	100-999	1000-over	.*
STIMATED NO. OF EQUITY SECUR	ITY HOLDERS - CH 1			
]0 []1-19	20-99	100-499	500-over	







IMB OF DEBLOY KURT HERBERT K CELESTIE CLARE		Case No(Court use only)
	FILING O	FPLAN
For Chapter 9, 11,12 and 13 cases only. Check a A copy of debtor's proposed plan dated is attached.	• •	Debtor intends to file a plan within the time allowed by statute, rule, or order of the court.
PRIOR BANKRUPTCY	CASE FILED WITHIN LAS	T 6 YEARS (If more than one, attach additional sheet)
ocation Where Filed	Case Number	Date Filed
PENDING BANKRUPTCY CASE FILED BY	ANY SPOUSE PARTNER	R, OR AFFILIATE OF THIS DEBTOR (if more than one, attach additional sheet.)
Name of Debtor	Case Number	Date
·		
Relationship	District	Judge
	j	
	REQUE	ST FOR RELIEF
ebtor requests relief in accordance with the chap		
	CION	NATURES
0 4/	ATTO	RNEY
	X	Date 8/10/0
ignature		0/12/98
MDIVIDUAL JOINT DE	STOR(S)	CORPORATE OR PARTNERSHIP DEBTOR
I declare under penalty of perjury that the information is true and correct.	nation provided in this	I declare under penalty of perjury that the information provided in this petition is true and correct, and that the filing of this petition on behalf
		of the debtor has been authorized.
·		. ·
ignature of Debtor		Signature of Authorized Individual
ate		
		Print or Type Name of Authorized Individual
gnature of Joint Debtor	 	Title of Individual Authorized by Debtor to File this Petition
ate		Date
EXHIBIT "A" (To b	e completed if debtor is a	corporation requesting relief under chapter 11.)
Exhibit "A" is attached and made a part of this pe		
_		ITH PRIMARILY CONSUMER DEBTS (See P.L. 98-353 322)
nd choose to proceed under chapter 7 of such title	11,12 or 13 of title 11, Uni 9.	ited States Code, understand the relief available under each such chapter,
If I am represented by an attorney, exhibit "B" ha	as been completed.	
	·	
		Date
gnature of Debtor		
		Date
gnature of Joint Debtor		5-1.
		•
EXHIBIT "B" (To be completed by atto-	ney for individual chapter	r 7 debtor(s) with primarily consumer debts.)
I, the attorney for the debtor(s) named in the for	egoing petition, declare th	nat I have informed the debtor(s) that (he, she, or they) may proceed under
apter 7, 11, 12, or 13 of title 11, United States Co	ode, and have explained the	he relief available under each such chapter.
Λ _Λ /		-
<i>*************************************</i>	\mathcal{V}	Date 8/12/98
gnazure of Atterney		0/12/98

MN-200 Rev 10/91

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

	21011401 01 .	
In Re:		BKY. Case No.: 98-60908 DDO
KURT & CEI	LESTE KIRCKOF,	Chapter 7 Case
	Debtor(s).	
NOTIC	E TO U.S. TRUSTEE OF SAI	LE, ABANDONMENT, OR LEASE
The undersignestate, as follows and	ned trustee of the estate of the D moves the Court for such orders	ebtor(s) named above will abandon property of the as may be necessary or appropriate:
Business Rea	l estate described in Exhibit "A	A" \$95,000.00(Scheduled Value)
Said property is subje		e estate will abandon the above-referenced property. t mortgage in favor of North American State Bank,
The trustee standard notice or filed a notice	ates that there is no creditors' co of appearance, pursuant to appl	ommittee, and that no entity has filed a request for icable rules.
Dated: 12/8/9	<u>8</u>	Paul J. Sandelin, Trustee Attorney I.D. 188359 308 First Street P.O. Box 298 Pequot Lakes, MN 56472 (218) 568-8481
	has reviewed and agrees with	hereby acknowledges service and certifies that the the reduced notice and disposition of the property
Dated		UNITED STATES TRUSTEE Barbara G. Stuart

EXHIBIT A

REAL ESTATE KURT K. AND CELESTIE C. KIRCKOF Bky No. 98-60908 DDO

Land located in the County of Stearns, State of Minnesota, described as follows, to-wit:

Parcel 1:

Lot 12 and the North Half of Lot 11 in Block 5 in Ille's Addition to the Village of Brooten, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Steams County;

Parcel 2:

The Easierly 650 feet of the Southerly 1,200 feet of the Southwest Quarter of Section 20, Township 124 North, Range 35 West.



ANDERSON LARSON HANSON AND SAUNDERS

Reply to Willmar

* L. WAYNE LARSON

September 16, 1999

GREGORY R. ANDERSON

***** RODNEY C. HANSON **JON C. SAUNDERS**

Stearns County Sheriff

TRAVIS J. BENSON

P.O. Box 217

St. Cloud, MN 56302

→ RONALD C. ANDERSON

Of Counsel

Attn: Sherrie, Civil Process

North American State Bank v. Kurt Kirckof and Celeste Re:

Enclosed please find a Notice of Mortgage Foreclosure Sale scheduled

for November 4, 1999 at 10:00 A.M. at your office. Please note that

this was originally scheduled for October 14, but due to a publication

Kirckof

Dear Sherrie:

WILLMAR

331 Southwest Third Street

PO Box 130

Willmar, Minnesota 56201

Phone: 320.235.4313

Fax: 320.235.8180

Sincerely,

ANDERSON LARSON HANSON & SAUNDERS, P.L.L.P.

error, it was necessary to reschedule it.

BIRD ISLAND

145 South Main Street

Jon C. Saunders

PO Box G

JCS/lak

Phone: 320,365 4868

Bird Island, Minnesota 55310

Enclosure

Fax: 320.365.4872

North American State Bank pc:

◆ Civil Trial Specialist Certified by the Minnesota State Bar Association

★ Qualified neutral under Rule 114 of the Minnesota General Rules of Practice

EXCLUSIVE RIGHT TO SELL OR EXCHANGE

4	I hamby give to The W. HARRISON COMPANY the surface of The W. HARRISON SA
02	I hereby give to The W. HARRISON COMPANY the exclusive right until 30, to sell or exchange the following described real estate owned by me:
	Lat 15 + No 1 (Latilli Block Cal Tile's address Village
	Parcel # 46.252 60000 PM County, State of MENNESO AM, for the price of \$ 74,900.00 43,500 upon the following terms: \$ 1000 Earnest
	Located in State of Mensota, for
	Money and the balance as follows:
	Cash OR TERMS to supplied blues
	Money and the balance as follows: Cash or Terms to qualified by ER at closing,
	Possession to be given Date of closing
	Possession to be given <u>Date of closing</u> Final Settlement to be <u>Date of closing</u>
	I represent that I am now the sole Owner in fee simple of the property referred to above, and upon the execution of an Earnest Money contract, I agree to furnish as abstract of title continued to date, showing good title to said premises in myself, and further agree to execute a deed or contract for deed, in accordance with the terms of sale.
	We agree to pay The W. HARRISON COMPANY at his office at William of Mr.
	of the selling price (a) if he finds a Buyer who
	shall be ready, willing and able to purchase during said period upon the price and terms above
	stated or at any other price by the Owner, or his authorized agent, or any other price and terms that may be agreed upon, or (b) if said property is sold by the Owner, or his authorized agent, or
	any other person or persons during said period, or (c) if said property is sold by the Owner with-
	in 180 days after the termination of this contract to any person, firm, or corporation to
	whom this property has been presented by the listing Broker or any other persons representing
	him, providing listing Broker furnishes the Owner in writing the names of persons to whom this
	property has been represented within 72 hours after the expiration of this contract.
	In the event of forfeiture by a prospective Buyer of any Earnest Money deposited upon the
	described property, the Earnest Money deposit shall be divided equally between Seller and The
	W. HARRISON COMPANY. Any payment to The W. HARRISON COMPANY under this sec-
	tion shall not exceed commission referred to in the paragraph above.
	Accepted Nov 6, \$2000 Dated this date November 6 2000
	Juan Legerding, V.P. The Harrison Co
	The reduced to
	NORTH AMERICAN STATE BANK Lavid & WELLER agent

EARNEST MONEY CONTRACT

RECEIVED OF DEWayNE + Sherrill Toutges
Three thousand and wife hereafter referred to as buyer(s)
The thousand fur hundred and modellars (\$ +, 500,000), as
Earnest Money, and in part payment for the purchase of the following described property situated in
the County of Stearns and State of Minesoth, viz
DEC 31 Temp-125 Range 035
Ille's add
Lot 12 1 N2 of Lot 11 BIR 15
Which seller(s) have this day, through THE W. HARRISON COMPANY authorized agent, sold and agreed to convey to said buyer(s) for the sum of
forty two thousand five hundred and not DOLLARS (\$ 42, 500.00)
on the terms as follows, vix:
One thousand Leve hundred and 1/100 - DOLLARS (\$ 1500.00)
in hand paid as above and the balance follows
\$41,000 due on date of closing.
34,500
Propayments may not exceed \$in any calendar year.
The real estate taxes:
payable in 19 shall be paid by the seller, and real estate taxes payable in 19 and
thereafter shall be paid by the buyer.
payable in <u>2002</u> shall be prorated to the day of closing and real estate taxes
payable in <u>2003</u> and thereafter shall be paid by the buyer.
Physical possession of the buildings shall be given date of closing 19
Physical possession of the buildings shall be given <u>date of Closing</u> 19 Physical possession of the land shall be given <u>date of Closing</u> 19
The seller agrees that all buildings and fixtures in the above described property shall be included in this sale.
It is understood that complete abstract of title continued to date is to be furnished to the purchaser(s) at the expense of the seller(s), after which // days is to be allowed the purchaser(s) for examination of title.
It is agreed that if the title to said premises is not good and cannot be made good, this agreement shall be void, and the above earnest money refunded. But if the title to said premises is now good,

the right to either party to enforce the specific performance of this contract.

Billian in 100, Lubrait 1500,00 More as Easinest money

It is agreed and understood by all parties to this agreement that said forfeiture shall in no way affect

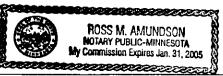
in the name of the seller(s), or is made good in him, and said purchaser refuses to accept the same,

said above mentioned earnest money shall be forfeited.

The state of the s	truction of any buildings on the premises prior to the repair to the premises prior to the
	(s) makes available to the purchaser(s) all insurance
and the state of t	ailable, the purchaser(s) shall be required to fulfill his
and the second s	this agreement, the seller(s) agree(s) to maintain at
least the amount-of insurance, existing on this da	te, and continuing until the execution of the Contract
101 Deed. If property to destroye	ed before closing Earnest Money
A Contract for Deed (Minnesota Uniform Contract	t for Deed Form) shall be executed by and between
	19, and the seller(s) warrants
	s against said property as of that date,
except:	
It is especially understood and agreed that this s	sale is made subject to approval by the owner(s) of
	RISON COMPANY agent is in no manner liable or
	ot for the return of said earnest money as herein pro-
vided.	· · · · · · · · · · · · · · · · · · ·
The purchaser hereby instructs THE W HARRIS	SON COMPANY that the above mentioned earnest
	t until this offer is accepted by the seller(s), and the
	DMPANY will hold said earnest money stated above,
	rest parties, said earnest money shall be deposited
in the trust account of THE W. HARRISON COMI	PANY within a reasonable period of time.
LISTING AGENT OR BROKER STIPULATES TH	AT HE SHE IS REPRESENTING THE
SELLER/BUYER IN THIS TRANSACTION.	
hereby agree to purchase the sabove mentioned, and also agree to the condition expressed.	said property for the price and upon the terms is of forfeiture and all other conditions herein Sharpe Toother
·	
the undersigned, owner(s) of the	e above described land, do hereby ratify the
above sale and agreement.	
	Norman August Car Roman
	TWATE THERE - TATE / JUNIC
•	nian Source De.
•	NORTH AMERICAN STATE BUNIC Man Dougaling PRESIDENT
State of	1 K65106W1
County of	
On thisday of	_A.D. 19, before me, a notary public within
and for said County and State, personally appeare	ed
to me known to be the same person described in a	
acknowledged that he executed the same as	free act and deed.

ADDEND TO EARNEST MONEY CONTRACT

The undersigned parties to a Earnest money contract
dated 2-12 . 59002 on property known as II/ES OSA
Lot -011 Blh - oos Lot 12 4 N2 of Lot 11 Bthereby mutually agree to
amend said contract as follows:
Sæller will insure that Heating Unit air conditioning + plumbing is in working endition.
conditioning + plumbing is in working evidetion.
first and pump.
Seller is Responsable for tank Removal +
Lieposal and is responsible for and Contamination due to leakage. + back tell
contamination due to leakage. + book till
Notes.
This purchase agreement is contingent on
Seller reviewing bids on tank Removal
& disposal: This contract will be nucl +
Doid and Earnest money returned to buyer
if an acceptable bid on removal is not
Reciened
All other conditions of the Earnest money contract to remain the same.
Dated 2-12-02 De Wagne Touter
Buyer
Buyer Buyer
NORTH AMERICAN STATE BANK
Seller
Seller Seller
,



THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Ross M. Amundson Amundson & Johnson, P.A. 217 West James Street P. O. Box 241 Paynesville, MN 56362 320-243-3878 Atty. Reg. No. 186466

DeWayne A. Toutges Sherrill L. Toutges 230 - 1st Street Brooten, MN 56316

SCR

be sent to (include name and address of Grantee):

