

AGENDA

THE **BOARD OF ADJUSTMENT** WILL ASSEMBLE FOR A HEARING OF APPEALS FROM THE AITKIN COUNTY ZONING ORDINANCE ON February 5, 2025 **AT 4:00 P.M.** IN THE **AITKIN COUNTY GOVERNMENT CENTER BOARD ROOM, 307 SECOND STREET NW, AITKIN, MN 56431**. THE FOLLOWING APPLICATIONS WILL BE REVIEWED.

1. Call the meeting to order.
2. Roll call.
3. Approve the agenda for the February 5, 2025 Board of Adjustment meeting.

Old Business:

4. WILLIAM L COOK TRUSTEE, 20379 529TH LANE, MCGREGOR, MN 55760, is requesting a variance from the maximum allowed 30 cubic yards of material to excavate and/or place 600 cubic yards of material in a bluff impact zone. S 400 OF LOT 2 & THE NE SW LESS APPROX 26 AC & LESS THE PT IN DOC 480415, Section Twenty-nine (29), Township Fifty (50), Range Twenty-three (23), Aitkin County, MN.

APP-2024-001279

5. KIT & SHARYL LARSON TRUSTEE, 2507 166TH AVE NW, ANDOVER, MN 55304, are requesting a variance from the required 100 foot ordinary high water level setback on a recreational development lake (Dam) to a setback distance of 45 feet to construct a 1020 square foot one and a half story residence, which is in the shore impact zone. .37 AC LOT 4 BK 113 DDS PG 393. Section Thirty-five (35), Township Forty-seven (47), Range Twenty-five (25), Aitkin County, MN.

APP-2024-002116

New Business:

6. R & R LANDSCAPING & CONSTRUCTION, 21929 TATRO ROAD, IRONTON, MN 56455, is requesting an after the fact variance from Section 5.05 of the Zoning Ordinance to exceed the square footage limits of a sign, in an area zoned open. UND 1/3 INT IN S1/2 NE, E1/2 NW, NE SW, E1/2 SE SW LESS HY & LESS 1.38 AC, N1/2 SE & SW SE LESS HWY & LESS 33 AC. Section Twenty-eight (28), Township Forty-seven (47), Range Twenty-six (26), Aitkin County, MN.

APP-2025-000007

7. Approval of minutes, January 8, 2025.
8. Adjourn.

AITKIN COUNTY ZONING

Property Location

Property:	Property Location			Legal Description			Property Attributes		Owner Information	Tax Payer Information
	Parcel Number	Property Address	Township or City Name	Legal Description	Plat Name	Section-Township-Range	Lake Class	Lake Name	Owner Name(s)	Taxpayer Name(s)
	31-0-054203	37590 STATE HWY 47 AITKIN MN 56431	SPENCER TWP	UND 1/3 INT IN S1/2 NE, E1/2 NW, NE SW, E1/2 SE SW LESS HY & LESS 1.38 AC, N1/2 SE & SW SE LESS HWY & LESS 33 AC		S:28 T:47 R:26			LEDIN, ROBERT TRUSTEE	R & R LANDSCAPING & CONSTRUCTION
Driving directions to the proposed project from Aitkin:	aitkin to hwy 47									
Is the above parcel located in the Shoreland Zoning District?	<u>Yes</u>									

Detailed Narrative

<p>Enter a Detailed Narrative (If you have a prepared narrative please state "See attached" and attach the document below):</p>	<p>enlarge sign</p>
<p>Provide the Ordinance(s) and the Section(s) of the Ordinance(s) from which you are requesting a variance:</p>	<p>spencer twp</p>
<p>Are you requesting a variance to a road right-of-way setback in one of these Townships? Fleming, Glen, Lakeside, Pliny, Shamrock, Wagner</p>	<p><u>No</u></p>

Supplemental Data

<p>Attach completed form here:</p>	<p>File 1: 3365_001.pdf</p>
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A Scaled Drawing or Survey

<p>Scaled Drawing or Survey Checklist:</p>	<p><u>Location and dimensions for all lot lines.</u></p>
<p>Attach a Scaled Drawing or Survey:</p>	<p>File 1: 3407_001.pdf File 2: farm_sign_2.pdf</p>

Side Profile Sketch of the Structure

Attach a side profile sketch of your proposed structure or addition here (if applicable):

File 1: [farm_sign_2.pdf](#)

Certificate of Septic Compliance

Please attach a copy of one of the following:
- A current compliance inspection on the existing septic system.
- A design for a new/replacement septic system.

File 1: [farm_sign_2.pdf](#)

Shoreland Performance Worksheet

Complete the Shoreland Performance Worksheet and attach here:

File 1: [farm_sign.pdf](#)

Standard Erosion Control Plan

Attach the completed Standard Erosion Control Plan here:

File 1: [farm_sign.pdf](#)

Property Deed

Attach the property deed(s):	File 1: 3364_001.pdf
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Terms

General Terms

The landowner or authorized agent hereby certifies that to the best of their knowledge the application and supporting documents are a factual representation of the proposed project. The landowner or authorized agent agrees that, in making application, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicant's responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.

Submittal of the above materials does not always constitute a complete application. Other information may be necessary to complete the application based on the type of request and onsite inspection.

I acknowledge that by submitting this application, the application and its attachments are public information.

Invoice #62076 (01/07/2025) Expected Payment Method: Unknown

Charge	Cost	Quantity	Total
Recording Fee added 01/07/2025 12:43 PM \$46 Flat Fee	\$46.00	x 1	\$46.00
Variance added 01/07/2025 12:43 PM \$650 Flat Fee	\$650.00	x 1	\$650.00
Grand Total			
		Total	\$696.00
		Payment 01/07/2025	\$696.00
		Due	\$0.00

[Results \(Go to top\)](#)

Signature accepted

Failed to send [Variance Ready for Action](#) notification to:

Approvals

Approval	Signature
Applicant	online submittal - 01/07/2025 2:29 PM - witnessed by Kim Burton d5dfdc579ab1d29b157f31dc346c1539 fb98e4bf34e0a20704f96f55dd94259d
#1 Administrative Review	Kim Burton - 01/08/2025 11:52 AM ee3828f99a8951a6022ae430f7a7d52f 1a4d79c65e05b6cca54ca8898fa4a0b8
#2 Board of Adjustment Approval	

Public Notes

Text:	<div style="border: 1px solid gray; height: 300px; width: 100%;"></div>
File(s):	<div style="border: 1px dashed gray; height: 30px; width: 100%;"></div>

Admin Checklist

This review has been started by:	Kim Burton ▼
Zoning District of project location:	Open ▼
Project located in the floodplain?	No ▼
Is the parcel a Lot of Record before 1-21-92 or have alternate sites been identified?	Yes ▼
Is this an after-the-fact application?	Yes ▼

Numbers

	Current Number	Next from Sequence
UID #	212948	<i>not applicable</i>
App. #	<input type="text" value="2025-000007"/>	«« 2025-000008
Permit #	<input type="text"/>	«« 2025-0003

Print View

PART I: SUPPLEMENTAL DATA TO VARIANCE APPLICATION

Aitkin County Environmental Services
307 Second St. NW, Room 219, Aitkin, MN 56431
Phone: 218.927.7342 Fax: 218.927.4372
www.co.aitkin.mn.us

Note: Place an "X" by each item below that applies to your variance request. Then, fill out **only** the applicable following section(s) that apply, as directed. **If a section does not apply to your request, leave it blank.**

What is the reason(s) for applying for the variance? Place an "X" by each applicable item.

- Setback issues for a proposed new structure: **Complete Section 1** **SIGN**
- Setback issues for an alteration to an existing nonconforming structure: **Complete Section 2**
- Setback issues for a septic system: **Complete Section 3**
- Land alteration: **Complete Section 4**
- Creating a lot not in conformance with the minimum Ordinance standards: **Complete Section 5**
- Other: attach separate sheet explaining variance request

Section 1 – New Structure(s)

Check all that apply and fill in requested information:

- Basement One Story Level
 Crawlspace Story-and-a-Half Level
 Walk-out Basement 2nd Story Level
- Proposed # of Bedrooms _____ Proposed Structure Height _____ ft.
- Existing Total Building Coverage _____% Proposed Total Building Coverage _____%
- Existing Total Impervious Surface Coverage _____% Proposed Total Impervious Surface Coverage _____%

"Building Coverage" means the ground surface covered by any building or appurtenance, including, but not limited to, decks, platforms, overhangs and projections therefrom, outdoor furnaces, fishhouses, sheds, carports, lean-to's, or any similar building. –as per the Aitkin County Shoreland Management Ordinance.

"Impervious surface coverage" means any structure, facility or surface that sheds water including structures and facilities, sewage treatment system absorption areas (equal to 190 sq.ft./bedroom), retaining walls, and roadway surfaces and parking areas. Impervious surface does not include eaves of two feet and less. – Per the Aitkin Count Shoreland Management Ordinance.

Itemized square footage of proposed structure(s):

24 x 8 SIGN

Lake

HWY 47

sign

Drive

40 acres

CRV Filed
No Delinquent Taxes and Transfer Entered
Kirk Peysar, County Auditor
Penalty as per MS507.235 Exempt

Doc No: **A468922**

CND 1/3

Certified Filed and/or Recorded on
1/5/2022 9:00 AM

REC FEE \$46.00
eCRV # 1249563

Office of the County Recorder
Aitkin County, Minnesota
Michael T. Moriarty, County Recorder

Package: **75801** Tara

This cover sheet was added by the Aitkin County Recorder's Office to allow space for the recording information of this document. It is not intended to alter the document/certified copy.

This cover sheet is now a permanent part of the recorded document.

(Top 3 inches reserved for recording data)

CONTRACT FOR DEED

by **Business Entity**

DATE: May 6, 2021

ECRW: 1249563

THIS CONTRACT FOR DEED (the "**Contract**") is made on the above date by Robert Ledin, a single person and Robert Ledin, trustee and successor trustee of The Ledin Living Trust dated June 17, 2009 ("**Seller**"), and **R and R Landscaping and Construction** ("**Purchaser**").

Seller and Purchaser agree to the following terms:

1. Property Description. Seller hereby sells and Purchaser hereby buys real property in Aitkin County, Minnesota, described as follows:

See attached Exhibit A

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto (the "**Property**"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

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 (without effective forfeiture provisions) and declarations of record, if any;
- (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
- (c) Utility and drainage easements which do not interfere with present improvements;
- (d) Applicable laws, ordinances, and regulations;
- (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
- (f) The following liens or encumbrances: None.

3. **Delivery of Deed and Evidence of Title.** Upon Purchaser's full performance of this Contract, Seller shall:

- (a) Execute, acknowledge, and deliver to Purchaser a Warranty Deed and a Trustee's 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), (d), and (e) 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: None
- (b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

4. **Purchase Price.** Purchaser shall pay to Sellers at Seller's direction, the sum of Four Hundred Sixty-Five Thousand Seven Hundred Fifty and 0/100 Dollars (\$ 465,750.00), as and for the purchase price (the "Purchase Price") for the Property, payable as follows:

Fifty Thousand and 0/100 Dollars (\$50,000.00) paid upon the execution and delivery of this Contract, the receipt and sufficiency of which the Seller acknowledges. The remaining balance of Four Hundred Fifteen Thousand Seven Hundred Fifty and 0/100 Dollars (\$415,750.00) payable in equal successive yearly installments of One Hundred Thousand and 0/100 Dollars (\$100,000.00) each, commencing December 1, 2021 and continuing each year on the 1st day of December thereafter until December 1, 2025 when the entire principal balance is due thereon; with interest thereon at a rate of Zero percent (0%) interest.

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.** 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: Buyer shall pay all.

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 all subsequent years. 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. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, 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.

7. Property Insurance.

(a) Insured Risks and Amounts. Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements, and fixtures, without deduction for physical depreciation. 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.

(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 "Repairs") 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 (60) days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs 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 Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. 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 Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains 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.

(c) Owners' Association. If the Property is subject to a recorded declaration, 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 amount as are required by this Contract, then: (i) Purchaser's obligation in the Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) 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.

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, cost, 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 (10) 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 in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments 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. Compliance with Laws. Except for matters which Seller has created, suffered, or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

14. Recording of Contract; Deed Tax. Purchaser shall, at Purchaser's expense, record this Contract in the Office of the County Recorder or Registrar of Titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minn. Stat. 507.235 for failure to timely

record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.

15. Notice of Assignment. If either Seller or Purchaser assigns its interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.

16. 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 the 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 or take any actions reasonably necessary to cure defaults there under and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.

17. Defaults and Remedies. The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term 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 or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, 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 (including escrow payments, if any) 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. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

18. Binding Effect. The terms of this Contract shall run with the land and bind the parties hereto and the successors in interest.

19. Headings. Headings of the paragraphs of this Contract are for convenience only and do not define, limit, or construe the contents of such paragraphs.

20. Additional Terms:

Seller

Purchaser

LEDIN LIVING TRUST

By: [Signature]
Robert Ledin
Its: trustee

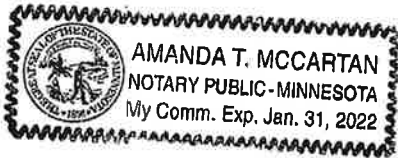
[Signature]
R and R Landscaping and Construction
Gregory Rono, President

[Signature]
Robert Ledin

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on May 6, 2021, Robert Ledin, a single person and Robert Ledin, trustee and successor trustee of The Ledin Living Trust dated June 17, 2009, Sellers

(Stamp)



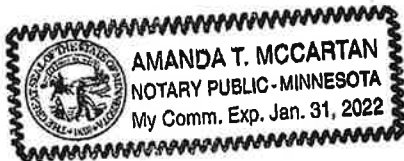
[Signature]
(signature of notarial officer)

Title (and Rank): Notary Public
My commission expires:

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on May 6, 2021, by Gregory Rono, as President of R and R Landscaping and Construction.

(Stamp)



[Signature]
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Christine M. Bright
Haberkorn Law Offices, Ltd.
122 2nd St. NW
Aitkin, Minnesota 56431

**TAX STATEMENTS FOR THE REAL PROPERTY
DESCRIBED IN THIS INSTRUMENT SHOULD BE
SENT TO:**

(insert legal name and residential or business address of
Grantee)

R and R Landscaping and Construction
42880 260th Lane
Aitkin MN 56431

Note: Failure to record this contract for deed may give other parties priority over Purchaser's interest in the property.

THIS CONTRACT FOR DEED ADDENDUM (this "Addendum") is attached to and made a part of that certain Contract for Deed dated
May 6, 2021 (month/day/year) between Robert Ledin, a single person and Robert Ledin, trustee and successor trustee of (insert name of Seller)
The Ledin Living Trust, dated June 17, 2009 (insert name of Seller) ("Seller"),
and R and R Landscaping and Construction (insert name of Purchaser) ("Purchaser").

The terms and conditions contained in the Addendum shall supersede any conflicting provisions contained in this Contract. Unless defined in this Addendum, all capitalized terms have the same meaning as in the Contract. Only those provisions checked in the "Yes" column, below, shall be included and be part of this Addendum.

Yes No

- A. Late Payment Fee.** If any payment is not received by Seller within fifteen (15) days of the date when due, Purchaser shall additionally pay to Seller, to the extent allowed by law, a late charge of four percent (4%) of the amount of the delinquent payment.
- B. Transfer Restrictions.** Purchaser may not sell, assign, or otherwise transfer Purchaser's interest in this Contract, or the Property, or any part thereof, or if Purchaser is an entity, the controlling interest in Purchaser may not be transferred without the written consent of Seller, which consent:
 - (check only one box) shall be granted or withheld in the sole discretion of Seller.
 - shall not be unreasonably withheld, or delayed by Seller.
- C. Escrows.** In Addition to the monthly payments of principal and interest, Purchaser shall deposit with Seller, with each payment, an amount representing one-twelfth (1/12) of the annual real estate taxes, installments of special assessments, and insurance premiums with respect to the Property (or such other amount as Seller is required to deposit under any underlying encumbrance on the Property). The amount of such taxes, special assessments, and insurance premiums, when unknown, shall be estimated by Seller. Such deposit shall be used by Seller to pay real estate taxes, installments of special assessments, and insurance premiums with respect to the Property when due. If Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts so paid from payments next coming due under this Contract. If the balance deposited with Seller is insufficient to pay such real estate taxes, special assessments and insurance premiums when due, Purchaser shall pay the deficiency to Seller upon written demand.
- D. Property Improvements.** Except for work reasonably necessary to permit Purchaser to comply with Purchaser's obligations under this Contract, Purchaser shall not hire or perform any repairs or improvements to or replacements of the Property having an aggregate cost in excess of _____ Dollars (\$ _____) without securing the prior written consent of the Seller. Purchaser will not cause or permit any mechanics' liens to be recorded against the Property. Purchaser agrees to defend, indemnify, and hold Seller harmless from any loss, damage, or expense incurred by Seller with respect to any party asserting a mechanics' lien claim, it being understood and agreed that this undertaking shall survive cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.
- E. Hazardous Substances.** Purchaser shall not bring, store, generate, or treat hazardous wastes or substances or petroleum products upon the Property, except for small quantities which are stored and used in compliance with applicable law. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Seller with respect to such substances, or products, it being understood and agreed that this obligation will survive the cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.

Note: This document must be attached to a contract for deed and cannot be independently recorded.

F. Alternative Acceleration Remedy. If Purchaser fails to timely perform any term of this Contract, Seller may elect, on thirty (30) days written notice given to Purchaser, to declare the entire unpaid Purchase Price, together with accrued interest thereon, immediately due and payable in full and commence an action against Purchaser to collect all amounts due hereunder. Purchaser shall have the right to reinstate this Contract at any time before entry of final judgment against Purchaser for amounts due hereunder if Purchaser: (i) pays Seller all sums due hereunder as of the date of reinstatement; (ii) cures any other defaults existing under this Contract as of the date of reinstatement; and (iii) pays all expenses incurred by Seller in enforcing this Contract, including, but not limited to, reasonable attorneys' fees and costs. Seller shall deliver the deed for the Property in the manner required by paragraph 3 of this Contract when all amounts due hereunder have been paid.

G. Nonrecourse Obligation. Notwithstanding any other provision contained in this Contract to the contrary, if Purchaser defaults in Purchaser's performance of this Contract, Seller's sole remedy shall be to cancel this Contract in accordance with Minn. Stat. 559.21, as the same may from time to time be amended. Seller specifically waives any right it may have to commence an action for the specific performance of this Contract or any right it may have to seek an award of damages against Purchaser.

H. Additional Provisions.

Title to Fee Simple estate, as to Parcel 1, vested as Robert Ledn, Trustee or his successors in trust, under The Ledn Living Trust, dated June 17, 2009:

The South Half of the Northeast Quarter (S 1/2 of NE 1/4); the East Half of the Northwest Quarter (E 1/2 of NW 1/4); The Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4); the East Half of the Southeast Quarter of the Southwest Quarter (E 1/2 of SE 1/4 of SW 1/4); the North Half of the Southeast Quarter (N 1/2 of the SE 1/4) of Section Twenty-eight (28), Township Forty-seven (47), Range Twenty-six (26), Aitkin County, Minnesota

AND that part of the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section Twenty-eight (28), Township Forty-seven (47), Range Twenty-six (26), Aitkin County, Minnesota, described as follows: Beginning at the Southwest corner of said Quarter Quarter; thence North along the West line of said Quarter Quarter to the Northwest corner of said Quarter Quarter; thence East along the North line of said Quarter Quarter a distance of 330 feet; thence southwesterly on a line to a point on the South line of said Quarter Quarter which is 100 feet East of the Southwest corner of said Quarter Quarter; thence West along the South line of said Quarter Quarter to the point of beginning.

Parcel Nos.:

31-0-054201

31-0-054202

31-0-054203

EXHIBIT A

File No.: 21-0773

Parcel 1:

→ The South Half of the Northeast Quarter (S 1/2 of NE 1/4); the East Half of the Northwest Quarter (E 1/2 of NW 1/4); The Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4); the East Half of the Southeast Quarter of the Southwest Quarter (E 1/2 of SE 1/4 of SW 1/4); the North Half of the Southeast Quarter (N 1/2 of the SE 1/4) of Section Twenty-eight (28), Township Forty-seven (47), Range Twenty-six (26), Aitkin County, Minnesota

→ **AND** that part of the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section Twenty-eight (28), Township Forty-seven (47), Range Twenty-six (26), Aitkin County, Minnesota, described as follows: Beginning at the Southwest corner of said Quarter Quarter; thence North along the West line of said Quarter Quarter to the Northwest corner of said Quarter Quarter; thence East along the North line of said Quarter Quarter a distance of 330 feet; thence southwesterly on a line to a point on the South line of said Quarter Quarter which is 100 feet East of the Southwest corner of said Quarter Quarter; thence West along the South line of said Quarter Quarter to the point of beginning.

Parcel Nos.:

31-0-054201

31-0-054202

31-0-054203

AND

Parcel 2:

→ The Southeast Quarter of the Southeast Quarter, (SE 1/4 of SE 1/4) of Section Twenty-eight (28), Township Forty-seven (47), Range Twenty-six (26), Aitkin County, Minnesota, Aitkin County, Minnesota

Parcel No.:

31-0-055600

