

AGENDA

**THE AITKIN COUNTY PLANNING COMMISSION WILL ASSEMBLE FOR A HEARING ON
JANUARY 26, 2026 AT 4:00 P.M.
IN THE BOARD ROOM OF THE AITKIN COUNTY GOVERNMENT CENTER (THIRD FLOOR)
307 SECOND STREET NW, AITKIN, MINNESOTA 56431
THE FOLLOWING ITEMS WILL BE REVIEWED:**

- 1. Call the meeting to order.**
- 2. Roll call.**
- 3. Approve Agenda.**
- 4. Election of Officers for 2026:**
 - **Election of Chairperson**
 - **Election of Vice Chair**
 - **Election of Secretary**

NEW BUSINESS:

- 5. David Edwin Burgstaler of Smokey Oak Properties LLC, 27253 Burgstaler Rd, Aitkin, MN 56431**
Requesting a Conditional Use Permit to operate an automation and manufacturing facility. PART OF SW NE AS IN DOC 297005, SECTION TWENTY-SEVEN (27), TOWNSHIP FORTY-SEVEN (47), RANGE TWENTY-SEVEN (27), Aitkin County, Minnesota.
APP# 2025-001060
- 6. Approval of Minutes, DECEMBER 15, 2025 Planning Commission Meeting.**
- 7. Adjourn.**

For more information, visit www.co.aitkin.mn.us/departments/env/
or contact Planning & Zoning at 218-927-7342 or aitkinpz@aitkincountymn.gov

AITKIN COUNTY ZONING

NOTICE OF HEARING

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David Edwin Burgstaler of Smokey Oak Properties LLC, 27253 Burgstaler Rd, Aitkin, MN 56431

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AITKIN COUNTY ZONING



Conditional Use Permit (general) App. # 2025-001060, UID # 218159
App. Status: Pending Review

Aitkin County Planning & Zoning / Environmental Services
307 Second St. NW Room 219, Aitkin, MN 56431
Email: aitkinpz@aitkincountymn.gov
Phone: 218-927-7342
Fax: 218-927-4372

Contact Information

Are you the property owner?	<u>Yes</u>
Applicant Contact Info:	<div>Name: David Edwin Burgstaler</div> <div>Phone: [REDACTED]</div> <div>Email Address: [REDACTED]</div> <div>Mailing Address: [REDACTED] [REDACTED]</div>
Have you had a pre-application meeting with the Planning & Zoning Department?	<u>Yes</u>

Project Location

Property:	Property Location								Property Attributes	
	Parcel Number	Property Address	Township or City Name	Owner Name(s)	Taxpayer Name(s)	Legal Description	Plat Name	Section-Township-Range	Lake Class	Lake Name
	01-0-064000	42254 STATE HWY 210 AITKIN, MN 56431	AITKIN TWP	SMOKEY OAK PROPERTIES LLC	SMOKEY OAK PROPERTIES LLC	PART OF SW NE AS IN DOC 297005		S:27 T:47 R:27		
Driving directions from Aitkin to Property:	42254 STATE HWY 210 AITKIN, MN 56431 North side of the Highway, west of Unclaimed Freight.									

Brief Narrative

Brief Narrative:	We want to move our small automation business into the buildings.
Provide a detailed explanation on why and how this proposal is meeting the Comprehensive Land Use Plan for Aitkin County.:	We are a small business that looks to grow in the Aitkin area. The price of building a new building in a commercial area was to expensive for us to afford. We need more space to be able to grow and hopefully add more jobs to the area.
How will this proposal be compatible with existing land uses?	We will not be covering any more ground than what is allowed for how it is currently zoned.
Is this proposal meeting the Findings of Fact?	<u>Yes</u>

Detailed Operational Plan

Detailed Operational Plan:	We are a automation and manufacturing facility, building custom control panels and assembling lumber stacking equipment. We are typically open Monday - Friday, 6am to 5pm. We have five full time employees and occasionally some part time help. We will have UPS/FedEx deliveries almost daily with Freight truck deliveries/pickups 3-4 times a month. All work will be completed indoors with the occasional moving of material between buildings.
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A Scaled Drawing

Attach Scaled Drawing:	File 1:  Site_Plan_120425.pdf
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Septic Compliance

Is there an existing septic system on the property?	<u>Yes</u>
If you answered Yes, please attach one of the following: - A current compliance inspection on the existing septic system. - A design for a new/replacement septic system.	File 1:  SepticCompliance.pdf

Property Deed

Please attach the property deed(s):	File 1:  SOP_Property_Deed_12102025.pdf
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Terms

Conditional Use Terms & Conditions

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.

The landowner or authorized agent may make application for a zoning permit agreeing to do such work in accordance with all Aitkin County Ordinances. The landowner or authorized agent agrees that the application, site plan, and all other attachments submitted herewith are true and accurate and shall become a part of the permit. The landowner or authorized agent agrees that, in making application for a zoning permit, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County, State, or Federal Ordinances or Statutes.

IT IS THE APPLICANTS SOLE RESPONSIBILITY TO CONTACT OTHER LOCAL, COUNTY, STATE, OR FEDERAL AGENCIES TO ENSURE THE APPLICANT HAS COMPLIED WITH ALL RELEVANT ORDINANCES OR STATUTES.

All corners of the proposed structure(s) need to be staked with visible flags, ribbon, or lathes prior to onsite inspection by Aitkin County.

Conditional Use Permit fees are non-refundable if denied or approved.

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

Invoice #67190 (12/10/2025) Expected Payment Method: Pay Online - Card or ECheck

Charge	Cost	Quantity	Total
Conditional Use Application Fee added 12/10/2025 1:50 PM \$650 Flat Fee	\$650.00	x 1	\$650.00
Recording Fee added 12/10/2025 1:50 PM \$46 Flat Fee	\$46.00	x 1	\$46.00
Grand Total			
		Total	\$696.00
		Payment 12/10/2025	\$696.00
		Due	\$0.00

Approvals

Approval	Signature
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Applicant	Carrie S. Burgstaler - 12/10/2025 1:55 PM 8484ee0705f3ff6598b74a9a67e91b4c ed005179d2434988b4bca78b4b90af5c
#1 Admin	Shannon Wiebusch - 12/10/2025 2:34 PM ceda549e5dbbe4a7058b768a18597aa3 04922604be6e8076d2109eb1dcdfdf0f9
#2 Planning Commission	

Public Notes

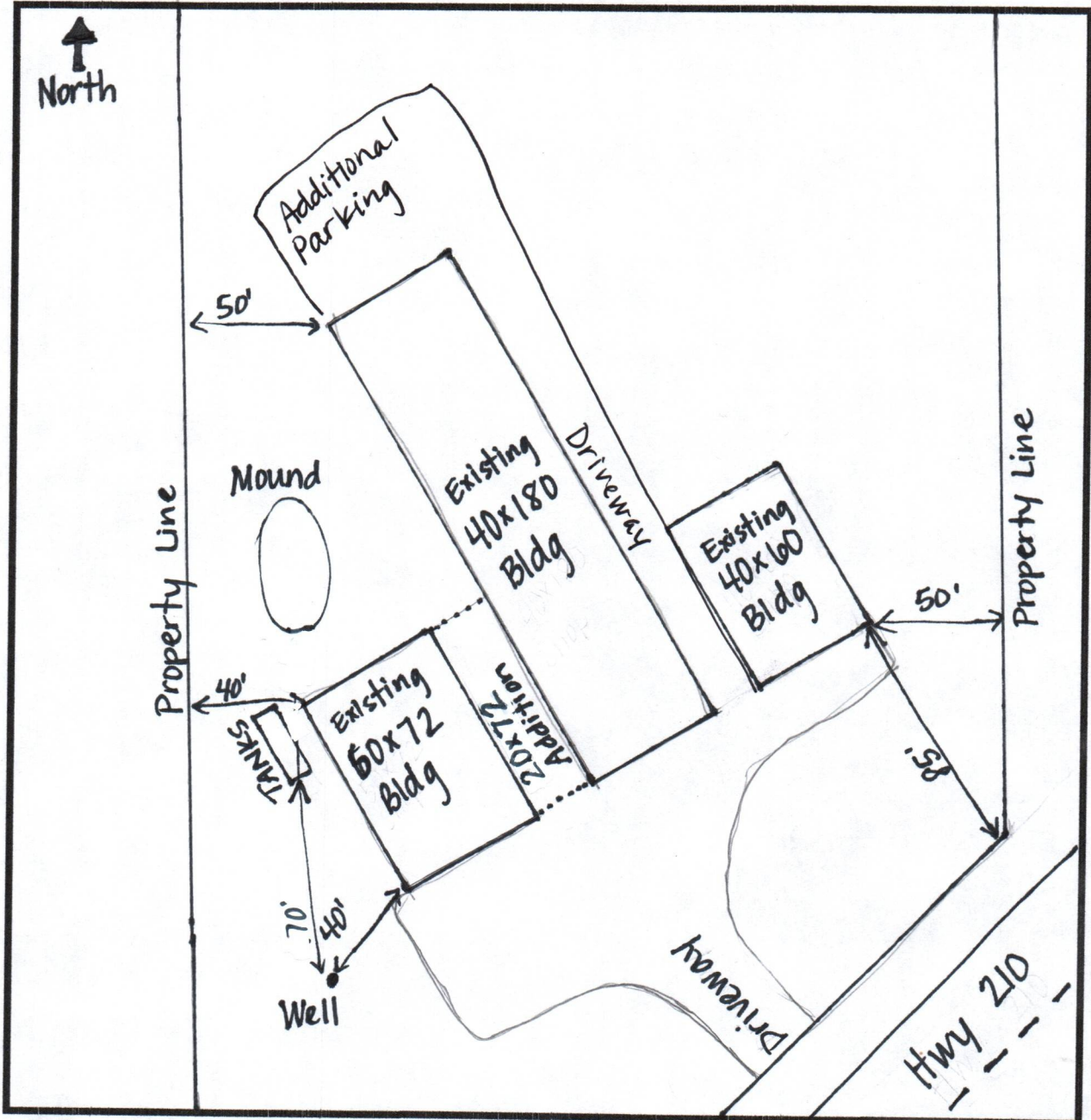
Text:	PC Meeting date: January 26, 2026
File(s):

AITKIN COUNTY BUILDING PERMIT SITE PLAN

Please indicate the location of: Wells, well setback to system components, buildings, septic system components, reserved septic system area, property lines, waterways, and buried lines. Include size, length, and appropriate distances from fixed reference points. Provide a North directional arrow!

Property ID: 01-0-064000

Address: 42254 State Hwy 210, Aitkin MN 56431



01-0-064000

2023 Press Submit/Enter to continue or enter new parcel/tax year.

Parcel	Account	Asmt year	Tax year	Type
01-0-064000	698	2022	2023	RE
Primary owner 115548 RENSTROM, ALLEN G TRUSTEE		Hold tax statement	Escrow	Notes
Taxpayer 118037 JL PROPERTIES		FALCO 4 C.D.	Undeliverable tax address N	Lease type
Ref. parcel 00-2-010000640	Dept	Commissioner dist 1	Emergency#	Surveyed
Lake #/Name		TIF district	MH court number	UDI 100.00%
Physical address 42254 STATE HWY 210 AITKIN 56431		TIF knock down date	User defined	Billing P

Unique Taxing Area

UTA-Township/City	AMBU	****	****	****	Unit
1 AITKIN TWP	00	00	00	00	
School district	State UTA code				
1 ISD 0001 - Aitkin	1	1	00		

Property Description

Description

version 2

PART OF SW NE AS IN DOC 297005

Acres Lot Block Plat - Description

3.78

Sect/Twp/Range

27 47.0 27

Compliance inspection report form
Existing Subsurface Sewage Treatment System (SSTS)

Doc Type: Compliance and Enforcement

Instructions: Inspector must submit completed form to Local Governmental Unit (LGU) and system owner within 15 days of final determination of compliance or noncompliance. Instructions for filling out this form are located on the Minnesota Pollution Control Agency (MPCA) website at <https://www.pca.state.mn.us/sites/default/files/wq-wwists4-31a.pdf>.

Property information

Local tracking number:

Parcel ID# or Sec/Twp/Range: 01-0-064000 27-47-27 Reason for inspection:Local regulatory authority info: Aitkin CountyProperty address: 42254 State Hwy 210 Aitkin, Mn. 56431Owner/representative: Allen Renstrom - J4L PropertiesOwner's phone: Tom 821-0215Brief system description: 2 bed room moundKim 218-380-3636**System status**System status on date (mm/dd/yyyy): Aug. 4, 2025☒ **Compliant – Certificate of compliance***☐ **Noncompliant – Notice of noncompliance**

(Valid for 3 years from report date unless evidence of an imminent threat to public health or safety requiring removal and abatement under section 145A.04, subdivision 8 is discovered or a shorter time frame exists in Local Ordinance.)

Systems failing to protect ground water must be upgraded, replaced, or use discontinued within the time required by local ordinance.

An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance or under section 145A.04 subdivision 8.

***Note: Compliance indicates conformance with Minn. R. 7080.1500 as of system status date above and does not guarantee future performance.**

Reason(s) for noncompliance (check all applicable)

- ☐ Impact on public health (Compliance component #1) – *Imminent threat to public health and safety*
- ☐ Tank integrity (Compliance component #2) – *Failing to protect groundwater*
- ☐ Other Compliance Conditions (Compliance component #3) – *Imminent threat to public health and safety*
- ☐ Other Compliance Conditions (Compliance component #3) – *Failing to protect groundwater*
- ☐ System not abandoned according to Minn. R. 7080.2500 (Compliance component #3) – *Failing to protect groundwater*
- ☐ Soil separation (Compliance component #5) – *Failing to protect groundwater*
- ☐ Operating permit/monitoring plan requirements (Compliance component #4) – *Noncompliant - local ordinance applies*

Comments or recommendations**Certification**

I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

By typing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.

Business name: Tom O'NeilCertification number: 3365Inspector signature: Tom O'NeilLicense number: 2132

(This document has been electronically signed)

Phone: 927-6070Cell 218-820-2993**Necessary or locally required supporting documentation (must be attached)**

- ☒ Soil observation logs
- ☒ System/As-Built
- ☐ Locally required forms
- ☐ Tank Integrity Assessment
- ☐ Operating Permit
- ☒ Other information (list):

Timber Lakes Tank Inspection

Sewage tank integrity assessment form

Subsurface Sewage
Treatment Systems (SSTS) Program

Doc Type: Compliance and Enforcement

Purpose: This form may be used to certify the compliance status of the sewage tank components of the SSTS. **This form is not a complete SSTS inspection report, only a tank integrity assessment, and may only certify sewage tank compliance status when entirely completed and signed by a qualified professional.** SSTS compliance inspection report forms can be found at: <https://www.pca.state.mn.us/water/inspections>.

Instructions: This form may be completed, and signed, by a Designated Certified Individual (DCI) of a licensed SSTS inspection, maintenance, installation, or service provider business who personally conducts the necessary procedures to assess the compliance status of each sewage tank in the system. Only a licensed maintenance business is authorized to pump the tank for assessment. A copy of this information should be submitted to the system owner and be maintained by the licensed SSTS business for a period of five (5) years from the assessment date.

When this form is signed by a qualified certified professional, it becomes *necessary supporting documentation* to an Existing System Compliance Inspection Report: *Compliance inspection form - Existing system (wq-wwists4-31b)*. This form can be found on the MPCA website at <https://www.pca.state.mn.us/water/inspections>.

The information and certified statement on this form is **required** when existing septic tank compliance status is determined by an individual other than the SSTS Inspector that submits an inspection report. This form represents a third party assessment of SSTS component compliance and is allowable under Minn. R. 7082.0700, subp. 4(B)(1). This form is valid for a period of three years beyond the signature date on this form unless a new evaluation is requested by the owner or owner's agent or is required according to local regulations. Additional Administrative Rule references for this activity can be found at Minn. R. 7082.0700, subp. 4(B),(C), and (D) and; Minn. R. 7083.0730(C).

Owner informationOwner/Representative O'Neil, Tom - RepProperty address: 42254 State Highway 210 Aitkin, MN 56431 - SepticLocal Regulatory Authority: Aitkin CountyParcel ID: 01-0-064000**System status**System status on date (mm/dd/yyyy): 8/4/2025☒ **Certificate of sewage tank compliance**☐ **Notice of sewage tank non-compliance****Compliance criteria:**The SSTS has a seepage pit, cesspool, drywell, leaching pit, or other pit - "**Failure to Protect Groundwater.**"☐ Yes* ☒ NoThe SSTS has a sewage tank that leaks below the designed operating depth - "**Failure to Protect Groundwater.**"☐ Yes* ☒ NoThe SSTS presents a threat to public safety by reason of structurally unsound (damaged, cracked, or weak) maintenance hole cover(s) or lids or any other unsafe condition - "**Imminent Threat to Public Health or Safety.**"☐ Yes* ☒ No**Any "yes" answer above indicates sewage tank non-compliance.****Company information**Company name: Timber Lakes Septic Service IncBusiness license number: L455**Designated Certified Individual (DCI) information**Print name: Dave PoreeCertification number: C10184

I personally conducted the work described above as a Designated Certified Individual of a Minnesota-licensed SSTS inspection, maintenance, installation, or service provider Business. I personally conducted the necessary procedures to assess the compliance status of each sewage tank in this SSTS.

By typing/signing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.

Designated Certified Individual's signature: Dave Poree

(This document has been electronically signed.)

Date (mm/dd/yyyy): 8/4/2025

Property Address: 42254 State Hwy. 210 Aitkin, Mn. 56431
Business Name: Tom O'Neil

Date: Aug. 4, 2025

1. Impact on public health – Compliance component #1 of 5

Compliance criteria:

System discharges sewage to the ground surface ☐ Yes* ☒ No

System discharges sewage to drain tile or surface waters. ☐ Yes* ☒ No

System causes sewage backup into dwelling or establishment. ☐ Yes* ☒ No

Any "yes" answer above indicates the system is an imminent threat to public health and safety.

Describe verification methods and results:

Everything looked good and owner said everything work fine

Attached supporting documentation:

☐ Other: _____

☐ Not applicable

2. Tank integrity – Compliance component #2 of 5

Compliance criteria:

System consists of a seepage pit, cesspool, drywell, leaching pit, or other pit? ☐ Yes* ☒ No

Sewage tank(s) leak below their designed operating depth? ☐ Yes* ☒ No

If yes, which sewage tank(s) leaks: _____

Any "yes" answer above indicates the system is failing to protect groundwater.

Describe verification methods and results: _____

Attached supporting documentation:

☒ Empty tank(s) viewed by inspector

Name of maintenance business: TimberLakes

License number of maintenance business: L455

Date of maintenance: Aug. 4, 2025

☐ Existing tank integrity assessment (Attach)

Date of maintenance (mm/dd/yyyy): _____ (must be within three years)

(See form instructions to ensure assessment complies with Minn. R. 7082.0700 subp. 4 B (1))

☐ Tank is Noncompliant (pumping not necessary – explain below)

☐ Other: _____

Property Address: 42254 State Hwy. 210 Aitkin, Mn. 56431

Business Name: _____

Date: Aug 4, 2025

3. Other compliance conditions – Compliance component #3 of 5

3a. Maintenance hole covers appear to be structurally unsound (damaged, cracked, etc.), or unsecured?

☐ Yes* ☒ No ☐ Unknown

3b. Other issues (electrical hazards, etc.) to immediately and adversely impact public health or safety? ☐ Yes* ☒ No ☐ Unknown

**Yes to 3a or 3b - System is an imminent threat to public health and safety.*

3c. System is non-protective of ground water for other conditions as determined by inspector?

☐ Yes* ☒ No

3d. System not abandoned in accordance with Minn. R. 7080.2500?

☐ Yes* ☒ No

**Yes to 3c or 3d - System is failing to protect groundwater.*

Describe verification methods and results:

Everything looked good

Attached supporting documentation: ☐ Not applicable ☐

4. Operating permit and nitrogen BMP* – Compliance component #4 of 5 ☒ Not applicable

Is the system operated under an Operating Permit?

☐ Yes ☐ No If "yes", A below is required

Is the system required to employ a Nitrogen BMP specified in the system design? ☐ Yes ☐ No If "yes", B below is required

BMP = Best Management Practice(s) specified in the system design

If the answer to both questions is "no", this section does not need to be completed.

Compliance criteria:

a. Have the operating permit requirements been met?

☐ Yes ☐ No

b. Is the required nitrogen BMP in place and properly functioning?

☐ Yes ☐ No

Any "no" answer indicates noncompliance.

Describe verification methods and results:

Attached supporting documentation: ☐ Operating permit (Attach) ☐

Property Address: 42254 State Hwy. 210 Aitkin, Mn 56431
Business Name: Tom O'Neil

Date: Aug. 4, 2025

5. Soil separation – Compliance component #5 of 5

Date of installation 10-15-1993 ☐ Unknown
(mm/dd/yyyy)

Shoreland/Wellhead protection/Food beverage lodging? ☐ Yes ☒ No

Compliance criteria (select one):

5a. For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment: ☒ Yes ☐ No*

Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.

5b. Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment: ☐ Yes ☐ No*

Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*

5c. "Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules 7080. 2350 or 7080.2400 (Intermediate Inspector License required ≤ 2,500 gallons per day; Advanced Inspector License required > 2,500 gallons per day) ☐ Yes ☐ No*

Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.

*Any "no" answer above indicates the system is failing to protect groundwater.

Describe verification methods and results:

Attached supporting documentation:

- ☒ Soil observation logs completed for the report
☐ Two previous verifications of required vertical separation
☐ Not applicable (No soil treatment area)
☐

Indicate depths or elevations

A. Bottom of distribution media	<u>20" min.</u>
B. Periodically saturated soil/bedrock	<u>10"</u>
C. System separation	<u>30"</u>
D. Required compliance separation*	<u>24</u>

*May be reduced up to 15 percent if allowed by Local Ordinance.

Upgrade requirements: (Minn. Stat. § 115.55) An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.

SOILS CHARTS FOR BOTH PROPOSED AND ALTERNATE SITES

1 (PROPOSED) SOILS DATA

DEPTH (INCHES)	TEXTURE	MUNSELL COLOR
0-8	loam	10yr 3/2
8-13	loam and fine Sand mixed from construction	10yr 3/2 + 5/3
13-16	fine Sand	10yr 5/3-5/4
Water in hole by 12"		

2 (PROPOSED) SOILS DATA

DEPTH (INCHES)	TEXTURE	MUNSELL COLOR
0-7	loam	10yr 3/2
7-9	loamy fine Sand	10yr 5/3
9-13	fine Sand	10yr 5/4
Mottles at 10"		

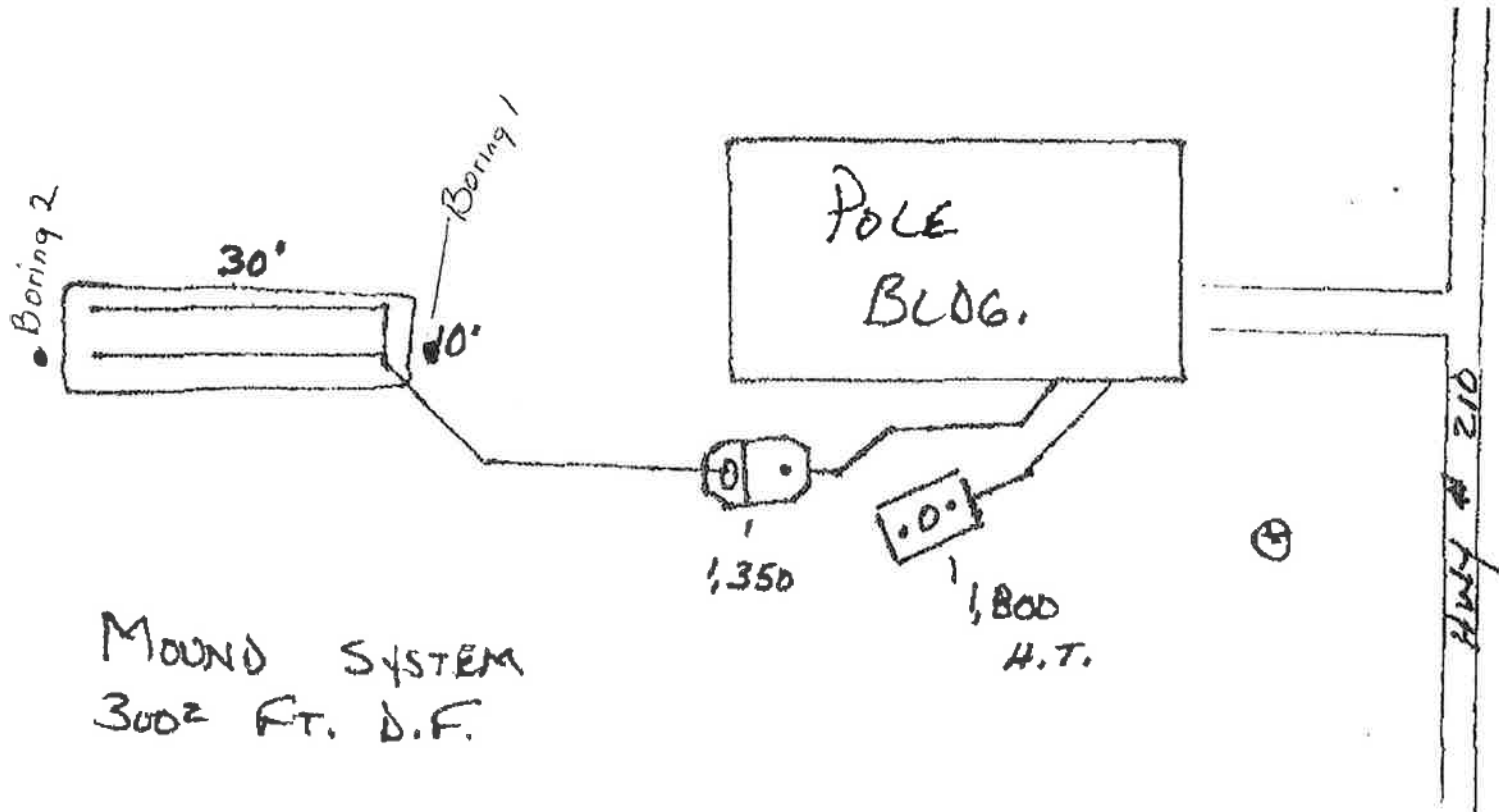
1 (ALTERNATE) SOILS DATA

DEPTH (INCHES)	TEXTURE	MUNSELL COLOR

2 (ALTERNATE) SOILS DATA

DEPTH (INCHES)	TEXTURE	MUNSELL COLOR

ADDITIONAL SOIL BORINGS MAY BE REQUIRED



MOUND SYSTEM
3002 F.T. D.F.

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

Doc No: **A489005**
Certified Filed and/or Recorded on
9/8/2025 9:51 AM

CND 3/3
REC FEE \$46.00
eCRV # 1800719

COPY

Office of the County Recorder
Aitkin County, Minnesota
Tara Snyder, County Recorder
Package: **98064** 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 and Business Entity

eCRV: 1800719

DATE: September 2, 2025

THIS CONTRACT FOR DEED (the “**Contract**”) is made on the above date by JL Properties a general partnership under the laws of Minnesota (“**Seller**”), Smokey Oak Properties LLC, a limited liability company under the laws of Minnesota (“**Purchaser**”). (Check box if ☐ joint tenancy.)

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 EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION.

The Seller is not an investor seller.

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, 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 Seller at a place designated by Seller the sum of Five Hundred Nineteen Thousand and NO/100 (\$519,000.00), as and for the purchase price (the "**Purchase Price**") for the Property, payable as follows:

A down payment in the amount of \$129,750.00 in certified funds due on or before September 2, 2025, the Date of Closing and the remaining balance of \$389,250.00 payable in equal monthly installments of Three Thousand Eight Hundred Three and 71/100's Dollars (\$3,803.71), inclusive of interest at the rate of Three and twenty-five hundredths Percent (3.25%) per annum, commencing October 1, 2025, and continuing on the 1st day of each month thereafter until all accrued interest and principal has been paid in full. Payments shall apply first to interest and the balance to principal.

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: Seller and Purchaser shall prorate real estate taxes to the Date of Closing.

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:** Check here if ☐ an addendum to this Contract containing additional terms and conditions is attached hereto.

21. **Statutory Disclosure for Contracts for Deed.** Complete if Seller qualifies as a multiple seller under Minn. Stat. § 559.202. By initialing here _____ Purchaser acknowledges receipt at least five business days before signing this Contract for Deed of the disclosure statement entitled "Important Information About Contracts for Deed" required by Minnesota Statutes, section 559.202, subdivision 3.

Seller

Purchaser

JL Properties, a general partnership

Smokey Oak Properties LLC

By: Thomas Lundberg
Thomas Lundberg
Its: Partner

By: Carrie Burgstaler
Carrie Burgstaler
Its: President

By: Peggy Lundberg
Peggy Lundberg
Its: Partner

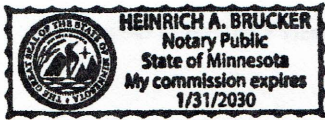
By: Daniel Jones
Daniel Jones
Its: Partner

By: Kimberly Jones
Kimberly Jones
Its: Partner

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on September 2, 2025, by Thomas Lundberg and Peggy Lundberg of JL Properties, a general partnership, under the laws of Minnesota, on behalf of the partnership.

(Stamp)



Heinrich A. Brucker
(signature of notarial officer)

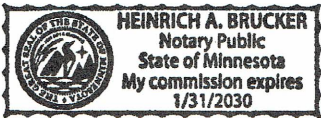
Title (and Rank): Notary Public

My commission expires: January 31, 2030
(month/day/year)

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on September 2, 2025, by Daniel Jones and Kimberly Jones of JL Properties, a general partnership, under the laws of Minnesota, on behalf of the partnership.

(Stamp)



Heinrich A. Brucker
(signature of notarial officer)

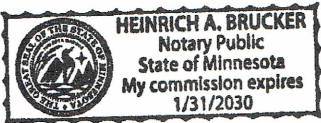
Title (and Rank): Notary Public

My commission expires: January 31, 2030
(month/day/year)

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on September 2, 2025, by Carrie Burgstaler, President of Smokey Oak Properties, LLC, a limited liability company under the laws of Minnesota, on behalf of the company.

(Stamp)



Heinrich A. Brucker
(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: January 31, 2030
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Heinrich A. Brucker
Ryan & Brucker, Ltd
201 Minnesota Avenue North
P.O. Box 388
Aitkin, MN 56431
(218) 927-2136
Atty. Reg. No. 025695X

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

Smokey Oak Properties LLC
27253 Burgstaler Road
Aitkin, MN 56431

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

EXHIBIT A

SWNE
27-47-27

Commencing at the Northeast corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Twenty-seven (27), Township Forty-seven (47), Range Twenty-seven (27), running thence west twenty-four and seventy-five one-hundredth feet (24.75) feet to the place of beginning; thence west five hundred thirty-one (531) feet; thence South Seven Hundred Fifty-two (752) feet to the north line of State Highway 210; thence Northeasterly along the North line of said Highway to a point Twenty-four and Seventy-five one hundredths (24.75) feet West of the East line of said forty; thence North Two Hundred Thirty-two (232) feet to the point of beginning; containing 0.22 acre, more or less.

EXCEPT

That part of the Southwest Quarter of the Northeast Quarter of Section Twenty-seven (27), Township Forty-seven (47) North, Range Twenty-seven (27) West, shown as Parcel 31 on Minnesota Department of Transportation Right of Way Plat Numbered 01-6 as the same is on file and of record in the office of the County Recorder in and for Aitkin County, Minnesota.

FURTHER EXCEPTING

That part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Twenty-seven (27), Township Forty-seven (47), Range Twenty-seven (27), described as follows:

Commencing at the northeast corner of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$, and running thence west Twenty-four and 75/100ths (24.75) feet to the point of beginning; thence West Two Hundred Forty-nine and 3/10ths (249.3) feet, thence South parallel to the East line of said forty a distance of Four Hundred Seventy and 7/10ths (470.7) feet, more or less, to the northwesterly right-of-way line of U.S. Highway 210, thence northeasterly along said highway right-of-way line a distance of Three Hundred Forty-two and 1/10th (342.1) feet to a point South of the point of beginning, thence North to the point of beginning; subject to highway easements of record.

Subject to reservations, restrictions and easements of record, if any.