



# COUNTY OF BECKER

## *Planning and Zoning*

915 Lake Ave, Detroit Lakes, MN 56501  
Phone: 218-846-7314 ~ Fax: 218-846-7266

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### PLANNING COMMISSION NOTICE OF PUBLIC HEARING

**\*\*HEARING DATE AND LOCATION\*\***

**Tuesday, May 8, 2018 @ 7:00 P.M.**

**3<sup>rd</sup> Floor Jury Assembly Room New Addition-Becker County Courthouse**  
Detroit Lakes, MN 56501

APPLICANT: Danny Olson  
17705 Co. Hwy. 1  
Lake Park, MN 56554

Project Location: County Highway 4, Lake Park, MN

APPLICATION AND DESCRIPTION OF PROJECT: Request approval of a Preliminary Plat.

LEGAL LAND DESCRIPTION: Tax ID number: **06.0248.005** 17-138-043 PT GOVT LOT 4: COMM NE COR TH WLY 330', SLY 412.5', ELY 330' TO E LN, NLY 412.5' TO POB; & S1/2 OF SE1/4 EX 5.74 AC IN NE COR AKA 06.0254.001; & EX 6.72 AC IN SW1/4 OF SE1/4 ON S LN AKA 06.0248.0003; & EX 10 AC FOR 06.0248.001

**Replies/Comments:** Interested parties are invited to submit to the Becker County Department of Planning, Zoning, and Land Use, written facts, arguments or objectives before the scheduled date of the Hearing. These statements should bear upon the suitability of the location and the adequacy of the Project and should suggest any appropriate changes believed to be desirable. Replies may be addressed to:

**PLANNING AND ZONING DEPARTMENT**  
**915 Lake Avenue**  
**Detroit Lakes, MN. 56501**

**FAX Number 218-846-7266**  
**EMAIL: [zoning@co.becker.mn.us](mailto:zoning@co.becker.mn.us)**

If you have questions about the Project, feel free to call 218-846-7314.

**Jurisdiction:** This Project comes under the Regulatory Jurisdiction of the Becker County Zoning Laws.

**Regulatory Authority:** This Application will be reviewed according to the provisions of the Becker County Zoning Ordinance. The decision whether to issue a Permit will be based on an evaluation of the probable impact including cumulative impacts, of the proposed activity. That decision will reflect the concern for both protection and utilization of important resources. All factors, which may be relevant to the proposal, will be considered including the cumulative effects: Land Use, Shoreline Protection, Water Supply and Conservation, Safety, Economics, in General, the Needs and Welfare of the People.

**\*\* Weather conditions may change the Hearing date and time. If bad weather occurs, please listen to the local Detroit Lakes Radio Stations or contact the Zoning Office, by 4:30 PM on day of Hearing, for possible rescheduling of the Hearing.**



SUBDIVISION / ZONE CHANGE  
**BECKER COUNTY  
PLANNING & ZONING**

915 LAKE AVENUE, DETROIT LAKES, MN 56501  
PHONE (218) 846-7314 - FAX (218) 846-7266

PARCEL	
APP	ZONE / SURVEY
YEAR	
SCANNED	

Application for: Zone Change Certificate of Survey X Preliminary Plat  
(Complete Section 1) (Complete Section 2) (Complete Section 3)

Applicant's Name: Donny Olson

Applicant's Address: 17705 Co Hwy 1  
Lake Park, MN 56554

Telephone(s): 844-4481 Date of Application: \_\_\_\_\_

Signature of Applicant: Donny Olson

Parcel ID Number: 060248005 Project Address: East of 12554 Co Hwy 4

Legal Description of Project:

See attached

**SECTION 1**

\*Zone Change For Existing Parcel Number \_\_\_\_\_  
Current Zoning \_\_\_\_\_ Requested Zoning \_\_\_\_\_  
Is the change within 2 miles of any city limits? \_\_\_\_\_

**SECTION 2**

\*Certificate Of Survey: Number of Lots \_\_\_\_\_  
Shoreland (within 1000 ft of lake) \_\_\_\_\_ Nonshoreland \_\_\_\_\_  
Current Zoning of property \_\_\_\_\_  
Is a change of zone required? \_\_\_\_\_ yes \_\_\_\_\_ no  
If yes, change from \_\_\_\_\_ Zone to \_\_\_\_\_ Zone.  
Total acreage of parcel to be subdivided \_\_\_\_\_  
Is the change within 2 miles of any city limits? \_\_\_\_\_

\*\*Include a copy of the purchase agreement if applicant is not the owner of the

**SECTION 3** property.

\*For Preliminary Plat:  
Number of Lots 16  
Name of Subdivision Royal Oaks  
Name of Proposed Roads \_\_\_\_\_  
Shoreland (within 1000 ft of lake) Yes Non-shoreland \_\_\_\_\_  
Current Zoning of property Agricultural  
Is a change of zone required? \_\_\_\_\_ yes X no  
If yes, change from \_\_\_\_\_ Zone to \_\_\_\_\_ Zone.  
Total acreage of parcel to be subdivided 60.0  
Is the change within 2 miles of any city limits? No

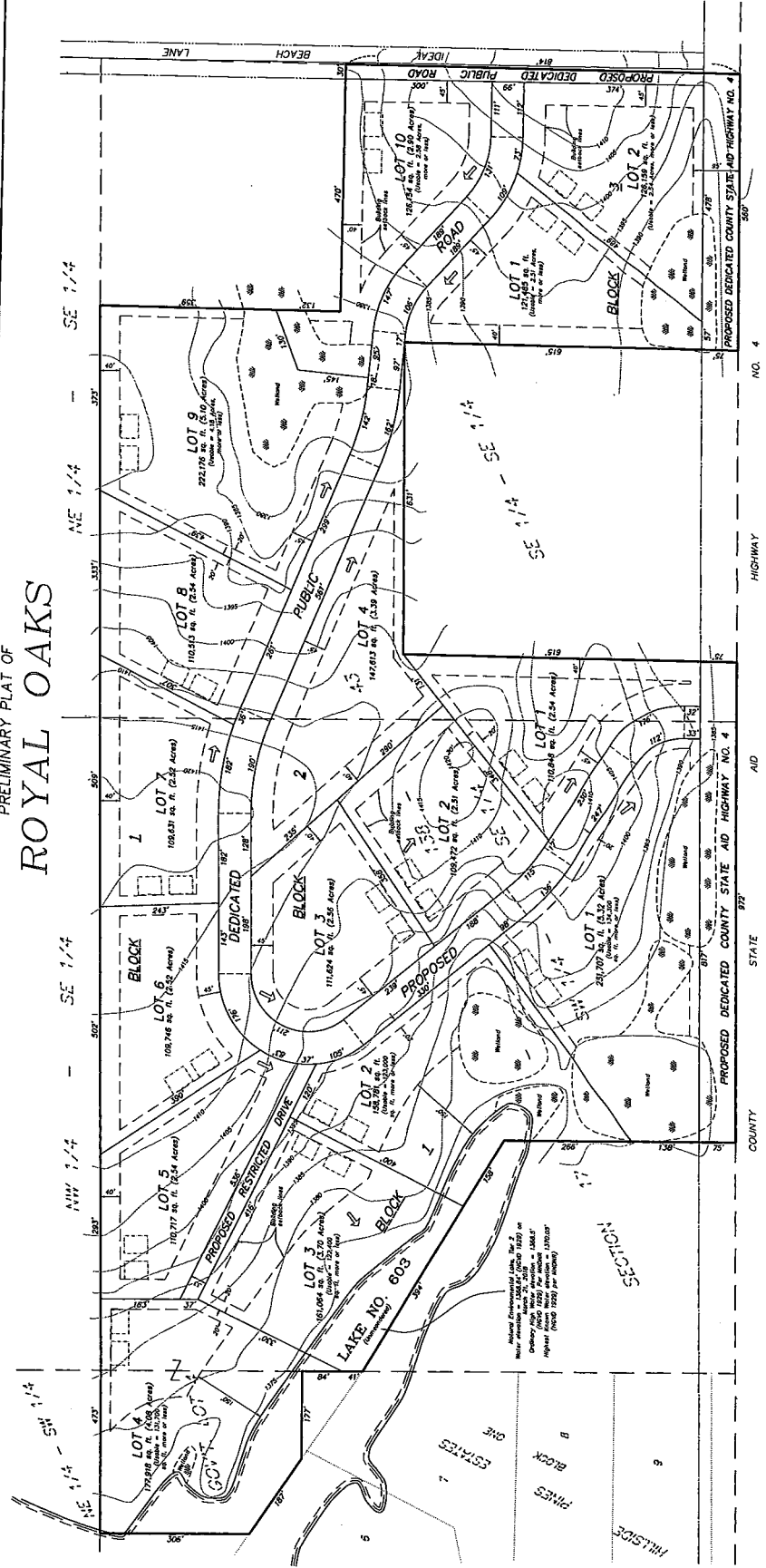
\*\*Include a copy of the purchase agreement if applicant is not the property owner.

Date Received 4/19/18 Date Accepted 4-19-18 Authorized Signature [Signature]  
Application Fee 505.00 Notice Fee 0 Recording Fee 0 Date Paid \_\_\_\_\_  
Receipt Number 46

16 Lots @ 2511 ft



# PRELIMINARY PLAT OF ROYAL OAKS



## SURVEYOR'S NOTES

1. The proposed plat of ROYAL OAKS is located in Section 17, T139N R43W, Commanche Township. It consists of three riparian lots and 12 non-riparian lots in three blocks. The land is currently zoned Agricultural and the lots will remain zoned Agricultural. Heavy line indicates the proposed Restricted Drive will be created. The land is currently zoned Agricultural and the lots will remain zoned Agricultural. Heavy line indicates the proposed Restricted Drive will be created.
2. The building setbacks shown for primary structures are: Proposed Dedicated Road and Proposed Restricted Drive - 45 feet on non-riparian side and 20 feet on riparian side, rear yard - 40 feet, side yard - 10 feet. Proposed Dedicated County State Aid non-riparian side and 20 feet on riparian side, rear yard - 40 feet, side yard - 10 feet. Proposed Dedicated County State Aid non-riparian side and 20 feet on riparian side, rear yard - 40 feet, side yard - 10 feet.
3. Contour lines are shown at 5 foot intervals based on Becker County laser mapping. Contour lines are shown at 5 foot intervals based on Becker County laser mapping. Contour lines are shown at 5 foot intervals based on Becker County laser mapping.
4. Lots will only be offered slightly from the existing contours due to road construction. Building construction shall be in accordance with the minimum area of 120,000 sq. ft. and minimum lot width of 300 ft. for a Tier 2 Natural Environment. Lots will only be offered slightly from the existing contours due to road construction. Building construction shall be in accordance with the minimum area of 120,000 sq. ft. and minimum lot width of 300 ft. for a Tier 2 Natural Environment.
5. Agricultural zones lot, Total and usable areas are shown on each lot, except where the lot area and usable areas are equal. Agricultural zones lot, Total and usable areas are shown on each lot, except where the lot area and usable areas are equal.
6. Usable area equals "lot area" as defined by the County. Usable area equals "lot area" as defined by the County.
7. This project site is located in a mostly open area. This project site is located in a mostly open area.
8. The proposed plat of ROYAL OAKS is located in Section 17, T139N R43W, Commanche Township. It consists of three riparian lots and 12 non-riparian lots in three blocks. The land is currently zoned Agricultural and the lots will remain zoned Agricultural. Heavy line indicates the proposed Restricted Drive will be created. The land is currently zoned Agricultural and the lots will remain zoned Agricultural. Heavy line indicates the proposed Restricted Drive will be created.

MEADOWLAND SURVEYING, INC.  
1118 HWY 59 SOUTH, DETROIT LAKES, MN 55501  
OFFICE: 218-847-4289 FAX: 218-846-1945  
EMAIL: frontdesk@meadowlandsurveying.com  
www.meadowlandsurveying.com

CLIENT:  
DANNY OLSON  
LAKE PARK, MN 55554

Prepared on April 9, 2018



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

## OLSON ROYAL OAKS

Becker County



1:19,719

Date: 4/10/2018

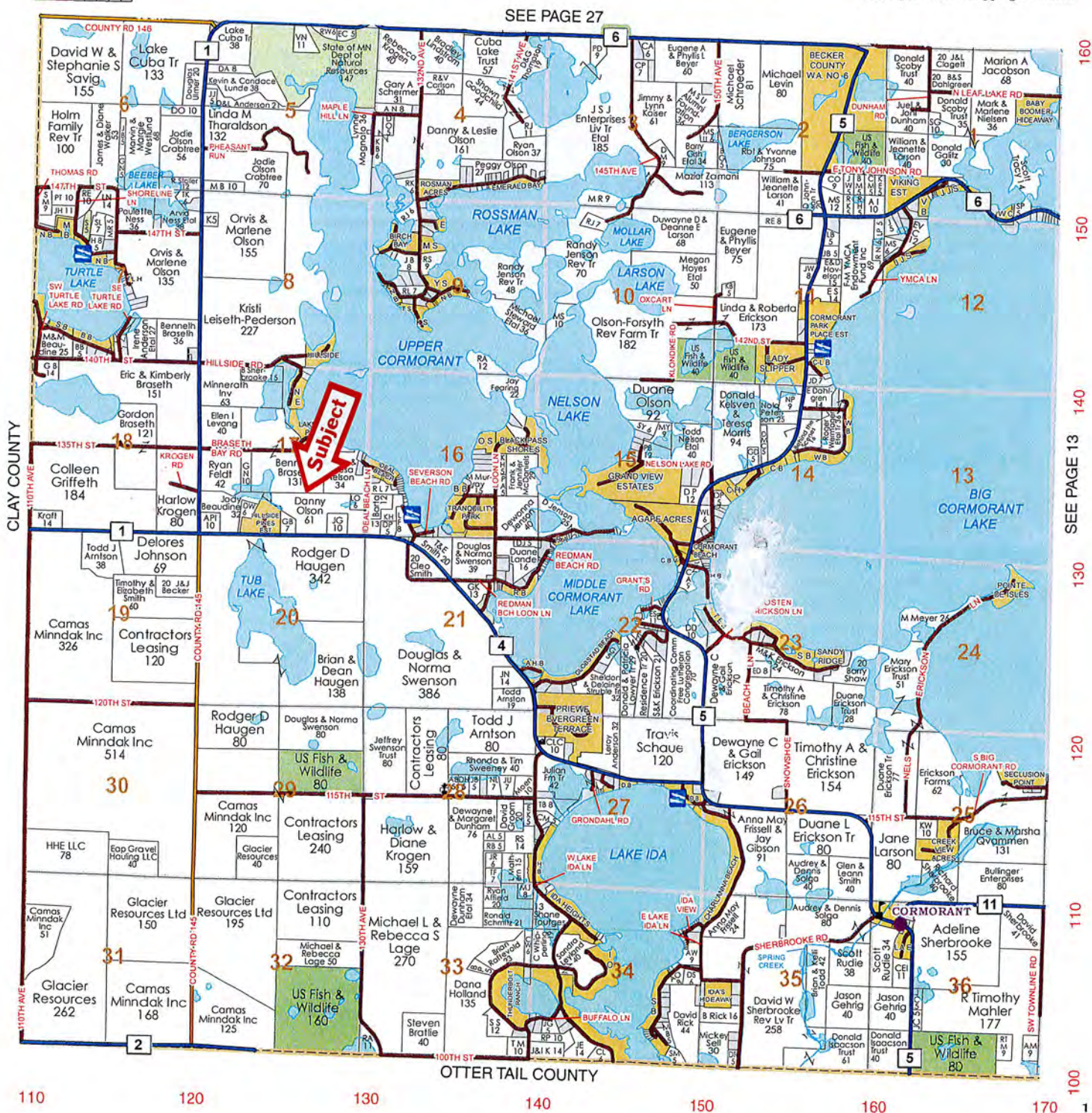
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

- Alabama
- Arkansas
- Florida
- Illinois
- Indiana
- Iowa
- Kansas
- Louisiana
- Michigan
- Minnesota
- Mississippi
- Missouri
- Oklahoma
- Ohio
- Pennsylvania
- Wisconsin



Township 138N - Range 43W

A 5x5 grid with the bottom-left cell shaded red.



606497

BECKER COUNTY RECORDER  
STATE OF MINNESOTA  
**Document No. 606497**

April 5, 2013 at 10:48 AM

I hereby certify that the within  
instrument was recorded in this office.

Darlene Maneval, County Recorder

By SKS Deputy

CERTIFICATE OF REAL  
ESTATE VALUE FILED. #9205

No delinquent taxes and transfer entered  
this 4th day of April, 2013

Ryan L. Tanager  
Becker County Auditor/Treasurer

By [Signature] Deputy

06-0248-001

**CONTRACT FOR DEED**

Date: April 3, 2013

PID# 06.0248.001

chg  
paid  
well  
non/std  
extra

**THIS CONTRACT FOR DEED** is made on the above date by Chester J. Beaudine and Mayvis M. Beaudine, husband and wife, Sellers, and Danny M. Olson and Leslie A. Olson, Purchasers, as joint tenants.

Seller and Purchaser agree to the following terms:

1. **PROPERTY DESCRIPTION.** Seller hereby sells, and Purchaser hereby buys, real property in Becker County, Minnesota, described as follows:

That part of Government Lot 4 of Section 17, Township 138, Range 43 West of the 5th P.M. in Becker County, Minnesota, described as follows; Commencing at the northeast corner of Government Lot 4 in said Section 17; thence westerly on and along the North line of said Government Lot 4 a distance of 330 feet; thence Southerly parallel with the East line of said Government Lot 4 a distance of 412.5 feet; thence Easterly parallel with the North line of said Government Lot 4 a distance of 330 feet, more or less, to the East line of said Government Lot 4; thence Northerly on and along the East line of said Government Lot 4 a distance of 412.5 feet, more or less, to the point of beginning.

AND

The South Half of the Southeast Quarter (S 1/2 SE 1/4) of Section 17, Township 138 North of Range 43 West of the 5th P.M. in Becker County, Minnesota.

SUBJECT TO County State Aid Highway No. 4 right of way easement over, under and across the southerly part of the above described tract which lies within 75.00 feet of the south line of said Section 17.

LESS the following described tract: That part of the SE 1/4 SE 1/4 of Sec. 17, Twp. 138 N., Rge. 43 W. of the 5th P.M. in Becker County, Minnesota described as follows, to-wit: Commencing at the NE corner of the SE 1/4 SE 1/4 of Sec. 17, which is the point of beginning; thence South on and along the east line of said SE 1/4 SE 1/4 a distance of 500 feet; thence West at right angles a distance of 500 ft.; thence North at right angles a distance of 500 ft., more or less, to the north line of said SE 1/4 SE 1/4; thence east on and along the north line of said SE 1/4 SE 1/4 a distance of 500 ft., more or less, to the point of beginning and there terminating.

AND LESS the following described tract: That part of the Southwest Quarter of the Southeast Quarter in Section 17, Township 138 North, Range 43 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Beginning at a found iron monument which designates the south quarter corner of said Section 17; thence North 00 degrees 08 minutes 51 seconds West 50.00 feet on an assumed bearing along the west line of said Southwest Quarter of the Southeast Quarter to a found iron monument at the southeasterly corner of Lot 9, Block One, of HILLSIDE PINES ESTATES, said plat is on file and of record in the office of the Recorder in said County; thence continuing North 00 degrees 08 minutes 51 seconds West 200.00 feet along the west line of said Southwest Quarter of the Southeast Quarter and along the easterly line of said Lot 9 to a found iron monument at the southeasterly corner of Lot 8 of said Block One; thence continuing North 00 degrees 08 minutes 51 seconds West 200.00 feet along the west line of said Southwest Quarter of the Southeast Quarter and along the easterly line of said Lot 8 to a found iron monument at the southeasterly corner of Lot 7 of said Block One; thence continuing North 00 degrees 08 minutes 51 seconds West 202.09 feet along the west line of said Southwest Quarter of the Southeast Quarter and along the easterly line of said Lot 7 to a found iron monument; thence continuing North 00 degrees 08 minutes 51 seconds West 117.91 feet along the west line of said Southwest Quarter of the Southeast Quarter and along the easterly line of said Lot 7 to the northeasterly corner of said Lot 7; thence South 58 degrees 19 minutes 21 seconds East 551.79 feet; thence South 00 degrees 00 minutes 00 seconds West 51.96 feet to an iron monument; thence continuing South 00 degrees 00 minutes 00 seconds West 377.65

feet to an iron monument on the northerly right of way line of County State Aid Highway No. 4; thence continuing South 00 degrees 00 minutes 00 seconds West 50.00 feet to the south line of said Section 17; thence South 89 degrees 55 minutes 25 seconds West 467.60 feet along the south line of said Section 17 to the point of beginning.

AND LESS the Plat of Hillside Pines Estates, according to the certified Plat thereof on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

AND LESS That part of Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) in Section 17, Township 138 North, Range 43 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at the southeast corner of said Section 17; thence westerly 560.00 feet along the south line of said Section 17 to the point of beginning; thence northerly 690.00 feet parallel with the east line of said Section 17; thence westerly 631.00 feet parallel with the south line of said Section 17; thence southerly 690.00 feet parallel with the east line of said Section 17 to the south line of said Section 17; thence easterly 631.00 feet along the south line of said Section 17 to the point of beginning.

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

Check box if applicable:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.  
☐ A well disclosure certificate accompanies this document.  
☐ 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 has 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, declarations, and easements of record, if any;
- (b) Reservations of minerals or mineral rights by the state of Minnesota, if any
- (c) Building, zoning and subdivision laws and regulations;
- (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
- (e) The following liens or encumbrances: \_\_\_\_\_

3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchaser's prompt and full performance of this contract, Seller shall:

- (a) Execute, acknowledge and deliver to a 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) and (d) of this contract;
  - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and
  - (iii) The following liens or encumbrances: \_\_\_\_\_
- (b) Deliver to Purchaser the abstract of title to the Property or, if title is registered, the owner's duplicate certificate of title.

4. **PURCHASE PRICE.** Purchaser shall pay to Seller, at a place designated by Seller, the sum of \$150,000.00, and as for the purchase price for the Property, payable as follows:

\$75,000.00 down payment, the receipt of which is hereby acknowledged;

The balance of \$75,000.00 by Minnesota Uniform Contract for Deed Blank, between Seller and Buyer, payable in installments of \$15,000.00 per year or more at the option of the Buyer, plus interest at the rate of 4 per cent per annum computed on unpaid balances. Interest shall begin on April 3, 2013, and said interest payments shall be made at the same time as and in addition to the principal payment. The first payment shall be due and payable on April 3, 2014 and subsequent payments shall be due and payable on 3rd day of each succeeding April. All payments shall be credited first to interest and remainder to principal. The entire balance of this contract shall be due and payable in full no later than April 3, 2018. The final payment is not a balloon payment.

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 to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 2014, and in all subsequent years. Real estate taxes and installments, which are due and payable in the year in which this contract is dated, shall be paid as follows:

Prorated to the date hereon

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

7. **PROPERTY INSURANCE.**

- (a) **INSURED RISKS AND AMOUNT.** Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of FULL INSURABLE VALUE. 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 the 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 the contract in the inverse order of their maturity. 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 of insurance proceeds, if any, shall be the property of Purchaser.
- (b) **PURCHASER'S ELECTION TO REBUILD.** If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for repair work are approved by Seller, which approval Seller shall not reasonably 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 unavailable or are insufficient for the repair work, Purchaser shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of repair work, Purchaser shall at all times be responsible to pay the full cost of the repair work. All escrow funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the repair work. Purchaser shall complete repair work as soon as reasonably possible in a good workman like manner, and in any event the repair work shall be completed by Purchaser with one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amount payable by Purchaser under this contract in accordance with paragraph 8 (a) above.

9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**

- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss,

costs, and obligations, including reasonable attorney's fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

- (b) **LIABILITY INSURANCE.** Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination, or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such 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 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 the 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 attorney's fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by the Seller to Purchaser. The mortgage registry tax due upon recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.
14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchaser assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchaser fails to pay any sum of money required under the terms of this contract or fails to perform any of Purchaser's obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.
16. **DEFAULT.** The time of performance by purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's right to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law,

Purchaser shall, upon demand, surrender possession of the Property to seller, but Purchaser shall be entitled to possession of the property until the expiration of such period.

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

Purchaser will provide Seller with receipts showing that the real estate taxes and insurance have been paid on the property each year and a copy of the insurance policy.

The Purchaser agrees not to sell, assign, convey, mortgage or in any way encumber all or any portion of the premises or their interest in this contract without the written permission of the Seller. If the Purchaser sells, assigns, conveys, mortgages or in any way encumbers all or any portion of the premises or their interest in this contract without written permission, then this contract for deed shall be in default, the total balance owing under this contract for deed shall be due and payable and the Seller shall have the right to terminate this contract according to statute. This provision does not apply to leases for less than three years or to transfers on death or divorce.


Purchaser shall not hire or perform any repairs, replacements or modifications having a cost in excess of \$10,000.00, without securing the prior written consent of Seller. If consent is given Purchaser shall deliver to Seller lien waivers signed by any person or firm that contributes to the improvement of the premises by performing labor or furnishing skill or materials. The Purchaser further agrees to post notice in a conspicuous place on the property that the Seller is not responsible for payment to the contractors and that the property and interest of the Seller shall not be subject to mechanic's liens.


Purchaser will not cause or permit any mechanic's liens to attach to the property. If any such liens shall attach, Purchaser shall have ninety (90) days to remove or satisfy said lien. If Purchaser fails to do so, Seller shall have the option of (a) taking such steps or paying such amounts as it deems reasonable to satisfy or discharge said lien, or (b) declaring this contract for deed to be in default, in which event Seller shall have the right to exercise any remedy it may have in the event of any other default hereunder. 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 mechanic's lien claim, it being understood and agreed that this undertaking shall survive the final payment or a cancellation of this Contract for Deed.

The Purchaser must obtain the proper permits for all improvements made to the property. If such permits are not obtained, this shall be considered a default on this contract for deed.

If the Purchaser defaults on this contract for deed, all improvements made shall remain with the property.

**SELLERS:**

  
Chester J. Beaudine

  
Mayvis M. Beaudine

**BUYERS:**

Danny M. Olson  
Danny M. Olson

Leslie A. Olson  
Leslie A. Olson

**STATE OF MINNESOTA**                 )  
  )ss  
**COUNTY OF BECKER**                 )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April 2013, by Chester J. Beaudine and Mayvis M. Beaudine, husband and wife, Sellers.



NOTARY PUBLIC  
My Commission Expires: 1-31-2015

**STATE OF MINNESOTA                     )**  
**COUNTY OF BECKER                    )ss**

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2013, by Danny M. Olson and Leslie A. Olson, husband and wife, Purchasers.



NOTARY PUBLIC  
My Commission Expires: 1-31-2015

**This instrument was drafted by:**

Becker County Title Services, Inc.  
PO Box 376  
Detroit Lakes, MN 56502  
BCTS: 27664 co

**Tax Statements for the real property described in this instrument should be sent to:**

Danny M. Olson  
Leslie A. Olson  
17705 Co Hwy 1  
Lake Park, MN 56554

MINNESOTA LAW REQUIRES THAT THE PURCHASER(S) RECORD THIS CONTRACT FOR DEED WITH THE COUNTY RECORDER OR REGISTRAR OF TITLES WITHIN FOUR (4) MONTHS OF THE DATE OF EXECUTION. FAILURE TO SO RECORD THE CONTRACT FOR DEED WILL SUBJECT THE PURHASER(S) TO A CIVIL PENALTY EQUAL TO TWO PERCENT (2%) OF THE PRINCIPAL AMOUNT OF THE CONTRACT DEBT.