

5741482

28

This Indenture, Made and entered into this December, 1990, by and between James H. Parker and Patricia M. Parker, husband and wife grantor, and Gregory Dean Larson grantee,

Witnesseth, That whereas said grantor is the owner of this tract of land in the County of Hennepin, State of Minnesota, viz.:

Lot 4, Block 1, Clear Spring

AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED

and said grantee is the owner of this tract of land in the County of Hennepin, State of Minnesota, viz.:

Lot 5, Block 1, Clear Spring

JAN 17 1991
HENNEPIN COUNTY MINN.
DEPUTY

which adjoins said land of said grantor on the West; and said grantor and grantee have agreed upon the easement hereinafter described:

Now, Therefore, The said grantor in consideration of One Dollar and other good and valuable consideration (\$1.00) Dollar to it in hand paid by said grantee, receipt of which is hereby acknowledged, and other good and valuable consideration, hereby grants to said grantee, his heirs and assigns, the easement of ingress and egress purposes only, and drainage and utility purposes (Describe Easement)

The owners of Lot 4, Block 1, and the owners of Lot 5, Block 1, their heirs, successors and assigns shall be equally responsible and liable for all costs of installation, maintenance, repair, snow plowing and other costs associated with said driveway area over Lot 4, Block 1, Clear Spring. The sole discretion as to the necessity or desirability of driveway installation, maintenance, repair, snowplowing or other costs to be incurred with said driveway area shall be vested in the owner of Lot 4, Block 1, Clear Spring, Hennepin County, Minnesota.

This easement is for the benefit of Lot 5, Block 1, Clear Spring, only for purposes of ingress and egress. The owner of Lot 5, Block 1, Clear Spring, has no right to make any other use of said easement area and particularly there is no right to any parking, recreation, or storage by the owners of Lot 5, Block 1, Clear Spring in, on, or upon said easement area.

in, over, and upon, that part of said land of said grantor described as follows:
The northerly twenty-five feet (25') of Lot 4, Block 1, Clear Spring, County of Hennepin, State of Minnesota.

TO HAVE AND TO HOLD SAID EASEMENT unto said grantee, his heirs and assigns and successors as appurtenant to said land.

In Witness Whereof, Said grantor hereunto set its hand the day and year first above written.

By: James H. Parker
James H. Parker
Patricia M. Parker
Patricia M. Parker

Corporation or Partnership Seller

30-17-22-49-0057

No delinquent taxes and transfer entries:
 Certificate of Real Estate Value
 () not required

[Signature]
 DALE G. FOLSTAD
 COUNTY AUDITOR
 HENNEPIN COUNTY, MINNESOTA

JAN 17 1991
 By *[Signature]* Deputy

(reserved for mortgage registry tax payment data)

OFFICE OF COUNTY RECORDS
 HENNEPIN COUNTY, MINNESOTA
 CERTIFIED FILED AND OR
 RECORDED ON

5741483

91 JAN 17 AM 9:31

ASSIGNMENT # 5741483
[Signature] CO. RECORDER

17 JAN 91 9:31 B5741483 DDC \$10.00

(reserved for recording data)

MORTGAGE REGISTRY TAX DUE HEREON:

\$ _____

Date: December 28, 1990, 1990

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34
7
90

THIS CONTRACT FOR DEED is made on the above date by Advance Surveying & Engineering Co., a corporation under the laws of Minnesota Seller, and Gregory Dean Larson, single, Purchaser (whether one or more).

Seller and Purchaser agree to the following terms:

1. **PROPERTY DESCRIPTION.** Seller hereby sells, and Purchaser hereby buys, real property in Hennepin County, Minnesota, described as follows:
- Lot 5, Block 1, Clear Spring

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

2. **TITLE.** Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
 - (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
 - (c) Building, zoning and subdivision laws and regulations;
 - (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
 - (e) The following liens or encumbrances: None

The Seller certifies that the Seller does not know of any wells on the described real property.

3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchaser's prompt and full performance of this contract, Seller shall:
- (a) Execute, acknowledge and deliver to Purchaser a 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:

None

; and

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

4. PURCHASE PRICE. Purchaser shall pay to Seller, at Minnetonka, Minnesota, the sum of Thirty-Three Thousand and no/100 Dollars (\$33,000.00), as and for the purchase price for the Property, payable as follows:

\$2,000.00 Earnest money, the receipt of which is hereby acknowledged,

\$5,000.00 on the date of closing, the receipt of which is hereby acknowledged;

\$26,000.00 the "Correct Sum", together with interest thereon at a rate of 10% per year, payable in monthly installments of \$216.67 or more at the option of Purchaser commencing on the first day of January, 1991, and on the first day of each and every month thereafter until December 1, 1993, at which time the entire unpaid contract sum, together with any accrued and unpaid interest thereon, shall be due and payable in full.

5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 1991 and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows: Real Estate taxes shall be prorated as of closing. Seller shall pay all special assessments levied as of the date of closing.

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

7. PROPERTY INSURANCE.

(a) INSURED RISKS AND AMOUNT. Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of the contract balance.

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

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

19. ASSESSMENTS BY OWNERS' ASSOCIATION. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:

- (a) Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
- (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
 - (i) Purchaser's obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
 - (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superceded by the provisions of the declaration or other related documents; and
 - (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchaser.

20. ADDITIONAL TERMS:

See Exhibit "A" attached hereto and incorporated herein.

SELLER

PURCHASER(S)

Advance Surveying & Engineering Co.

Gregory Dean Larson
Gregory Dean Larson

By James H. Parker
Its President

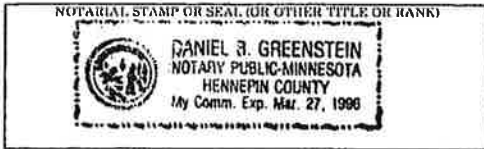
By _____

Its _____

State of Minnesota

County of Hennepin

The foregoing instrument was acknowledged before me this 28 day of December, 1990, by James H. Parker the President of Advance Surveying & Engineering Co. a corporation under the laws of Minnesota on behalf of the corporation

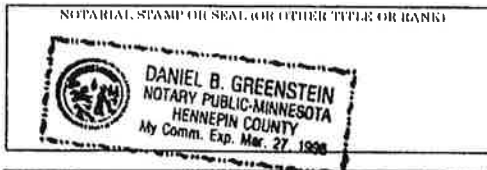


Daniel B. Greenstein
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL.

State of Minnesota

County of Hennepin

The foregoing instrument was acknowledged before me this 28 day of December, 1990, by Gregory Dean Larson, single



Daniel B. Greenstein
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL.

Tax Statements for the real property described in this instrument should be sent to:
Gregory Dean Larson
3925 41st Ave So
Mpls, MN 55406

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

STANDKE, GREENE & GREENSTEIN, LTD.
17717 Highway 7
Minnetonka, MN 55345
(612) 474-3221

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

5947216

THIS EASEMENT IS MADE and entered into this 29th day of June, 1992, by and between James H. Parker and Patricia M. Parker, husband and wife, Grantors, and the owners of Lot 5, Block 1, Clear Spring, Hennepin County, Minnesota and their utility companies, Grantees.

WITNESSETH, that whereas said Grantor is the owner of the tract of land in the County of Hennepin, State of Minnesota, described as follows:

DESCRIPTION OF PROPERTY:

Lot 4, Block 1, Clear Spring, Hennepin County, Minnesota.

NOW, THEREFORE, Grantor, in consideration of one Dollar and other good and valuable consideration, to it in hand paid by Grantee, receipt of which is hereby acknowledged, hereby grants to said Grantee, its successors and assigns, the following easement:

DESCRIPTION OF EASEMENT:

A permanent easement for gas service line, telephone cable, and television cable over under and across the South 15 feet of Lot 4, Block 1, Clear Spring, Hennepin County, Minnesota.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand the day and year first above written.

This Instrument Drafted by:

State Deed Tax Due:

James H. Parker, Advance Surveying

\$ NONE

5300 Hwy 101
Minnetonka MN 55345

By [Signature]
James H. Parker

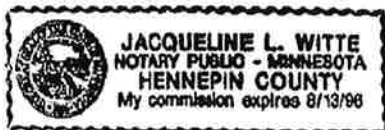
By [Signature]
Patricia M. Parker

STATE OF Minnesota)
COUNTY OF Hennepin) SS.

The foregoing instrument was acknowledged before me this 29th day of June, 1992, by JAMES H. PARKER, PATRICIA M. PARKER, husband and wife

By: [Signature]
Notary Public

TRANSFER ENTERED
DEPT. OF PROPERTY TAX & PUBLIC REG



JUL 27 1992

HENNEPIN COUNTY MINN.
BY [Signature]

5947216

11:43 05947216 SCD \$2.00
11:43 05947216 ODC \$15.00

OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA

CERTIFIED FILED AND OR
RECORDED ON

92 JUL 27 AM 11:42

AS DOCUMENT # 5947216

R. D. ... CO. RECORDER

BY *[Signature]* DEPUTY

Env: Greg Larson

EXHIBIT "A" TO CONTRACT FOR DEED
DATED December 28, 1990
BETWEEN ADVANCE SURVEYING & ENGINEERING CO.
AND GREGORY DEAN LARSON

1. Seller agrees to have its shareholders grant to Lot 5, Block 1, Clear Spring an Easement of ingress and egress for driveway purposes only to the owners of said property, subject to the terms and provisions of the Easement which has been approved by Purchaser.

2. At such time as Purchaser has paid all sums due under this Contract for Deed and has otherwise complied with his obligations to Seller herein and Seller consequently delivers to Purchaser its Warranty Deed to this property, ~~Purchaser~~ shall pay to the City of Minnetonka the hookup fee* for sanitary sewer and municipal water. All other municipal fees shall be the responsibility of Purchaser.

3. Seller shall provide Purchaser with a basic soil test; however, Seller makes no warranty, guaranty or representation as to the quality of the soil or its suitability for any type of construction, and this Contract is not contingent upon the results of the soil test.

4. During the term of this Contract for Deed, until the Seller delivers its Warranty Deed to Purchaser, Purchaser shall not allow any improvements whatsoever to this property, including but not limited to tree removal, staking or excavation, either for construction of a home or any other purposes, without written consent from Seller.

5. Purchaser's interest under this Contract for Deed shall be nonassignable and nontransferable without the written consent of Seller. Any attempted assignment or transfer of Purchaser's interest, or any part thereof, without the written consent of Seller, shall be a condition of default under this Contract for Deed.

6. Purchaser represents that he is not relying upon any representations of Seller, other than those set forth in this Contract for Deed, and that he is purchasing the premises in "as is" condition. Purchaser further represents that he understands that he may, ~~at his cost~~, have a survey of the premises prepared and further represents that he is

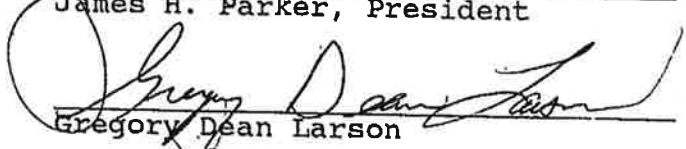
*Ja** the hookup fee is the fee to extend sewer and water source lines to the property.

not relying upon any verbal statements of the Seller or its officers or agents.

7. Purchaser acknowledges that Seller operates its surveying and engineering business from the residence at 5300 Highway 101 South in Minnetonka, Minnesota, and represents that use of the property in this fashion is acceptable to Purchaser.

ADVANCE SURVEYING & ENGINEERING CO.

By: 
James H. Parker, President


Gregory Dean Larson