

LAW OFFICES OF
KLOSTERBUER & HAUBRICH, LLP

120 North McKenzie
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September 1, 2026

Office of Administrative Hearings
Municipal Boundary Adjustment
PO Box 64620
St. Paul, MN 55164-0620

VIA USPS

*Re: In the Matter of the Petition for Detachment of Certain Land from the City of Hills
Minnesota pursuant to Minn. Stat. § 414.06 – Three (3) separate but related petitions:
Petitioner Nicholas Sandager
Petitioner Walnut Grove, Ltd.
Petitioner Diane Boatright as Trustee for the Lena J. Marbus Decedent Trusts FBO
Dawn Wells, Sandra Peterson, and Pamela Jensen*

To Whom It May Concern:

Please find enclosed the following documents:

1. Three Petitions to Detach Land from Municipality for the following parcel numbers:
 - a. Petitioner Sandager: 15-0001-000
 - b. Petitioner Walnut Grove, Ltd: 15-0007-000
 - c. Petitioner Lena J. Marbus Decedent Trusts via Trustee Boatright: 15-0006-000
2. GIS photographs indicating city limits and parcel boundaries for each petition;
3. 2026 Aerial Photos via Google Maps of each parcel;
4. A Contract For Deed wherein Nicholas Sandager is the Buyer;
5. A Warranty Deed wherein Walnut Grove, Ltd. is Grantee;
6. An Order Allowing Final Account And Settling Estate And Decree of Distribution wherein Diane Boatright is identified as Trustee for the following Trusts:
 - a. Lena J. Marbus Decedent Trust FBO Dawn Wells;
 - b. Lena J. Marbus Decedent Trust FBO Sandra Peterson; and
 - c. Lena J. Marbus Decedent Trust FBO Pamela Jensen
7. Three Resolutions by the City of Hills, Minnesota, Opposing the Detachments;
8. Three Resolutions by Martin Township Supporting the Detachments;

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9. A single Certificate of Service for each matter indicating service by mail (and/or via electronic means where applicable) upon the required persons.

Also enclosed are checks to cover the appropriate fees for the referenced Petitions in the following amounts:

1. Sandager Petition – Parcel No. 15-0001-000 – 61.93 acres: \$309.65;
2. Walnut Grove, Ltd – Parcel No. 15-0007-000 – 27.61 acres: \$138.05; and
3. Lena J. Marbus Trusts Petition – Parcel No. 15-0006-000 – 2.74 acres: \$100.00.

Please take note that these three Petitions are being filed together, as the Walnut Grove property and the Trust property simultaneously wish to detach from the municipality. To complicate things further, the Trust property is already “orphaned” due to a Railroad right of way owned by the Township, which is *not* considered to be within the Hills municipal boundary, which serves as the boundary between the Walnut Grove parcel and the Trusts’ parcel.

Accordingly, for ease of administration and consideration, Petitioners respectfully request that these three matters are considered concurrently and be heard together for the purposes of any determination(s) of detachment after appropriate hearing, if required.

Should you have any questions or concerns about the enclosed documents or anything else related to these matters, please do not hesitate to contact my office.

Sincerely,



David A. Owens, Esq.
DAO

Cc (w/enclosures *sans payment*): Hills City Clerk, Hills City Attorney Matthew Gross, Rock County Land Records Office, Clerk of Martin Township, Clients, File.

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**IN THE MATTER OF THE PETITION FOR DETACHMENT OF
CERTAIN LAND FROM THE CITY OF HILLS MINNESOTA
PURSUANT TO MINN. STAT. § 414.06**

Petitioners: Nicholas Sandager

Municipality: Hills

Address of Real Property:

No 911 Address – Agricultural non-homestead

Township: Martin Township

**PETITION TO DETACH LAND FROM MUNICIPALITY
PURSUANT TO MINN. STAT. § 414.06**

To: Office of Administrative Hearings
Municipal Boundary Adjustment
PO Box 64620
St. Paul, MN 55164-0620

Petitioners acknowledge that Pursuant to the 2012 amendment to Minn. Stat. § 414.06, the petitioner(s) shall also provide a copy of this petition to:

- 1) the city from which the land may be detached;
- 2) all property owners who have not signed this petition;
- 3) the clerk of the town to which the property may be attached if granted;
- 4) the clerk of any other abutting town or city; and
- 5) the county recorder in the county in which the land is located.

NOW COMES PETITIONER, Nicholas Sandager, to Petition the Office of Administrative Hearings for the detachment of certain real property from the above-named municipality:

[¶1] The number of Petitioners required by Minn. Stat. § 414.06, Subd. 1, to commence this proceeding is one. Although Petitioner is not the fee title holder of the parcel, he is the vendee under a recorded Contract for Deed and is therefore a "property owner" within the meaning of Minn. Stat. § 414.011, Subd. 5, which expressly provides that the term "property owner" "includes, but is not limited to, vendees under a contract for deed." The vendors under the Contract for Deed retain only bare legal title as security for the unpaid purchase price and are not "property owners" for purposes of this proceeding. *See State ex rel. Blee v. City of Rochester*, 260 Minn. 151, 109 N.W.2d 44 (1961) (holding that vendees are owners to the exclusion of vendors in municipal boundary adjustment proceedings); *Stiernagle v. County of Waseca*, 511 N.W.2d 4 (Minn. 1994) (vendor holding only bare legal title as a security interest is not an "owner" of the property); *In the Matter of D-496 Gilbert/Fayal Township*, 2013 WL 3862615 (Minn. Off. Admin. Hrgs. 2013) (applying the beneficial-owner standard under § 414.011, subd. 5 in a detachment proceeding). Because Petitioner is the sole qualifying property owner of the parcel proposed for detachment,

his signature alone satisfies the statutory threshold. *See* Minn. Stat. § 414.011, Subd. 5 ("Any reference to a percentage of property owners shall mean in number.").

[¶2] It is hereby requested by the Petitioner that the certain real property identified herein be detached from the City of Hills and to be made a part of the Township of Martin.

[¶3] There is one "property owner" in the area proposed for detachment as per the definition of Minn. Stat. § 414.011, Subd. 5. *See* ¶ 1, *supra*.

[¶4] Nicholas Sandager has executed this document on his own behalf and for the purposes stated herein.

[¶5] The property is situated within the City of Hills, abuts the municipal boundary, and is located in the County of Rock. The Petitioned area abuts on the City's Northern and Eastern boundary.

[¶6] The property proposed for detachment is rural in character and not developed for urban residential, commercial, or industrial purposes.

[¶7] Petitioners request this detachment because though the property owners pay the City property taxes, the City does not provide any services whatsoever.

[¶8] Petitioner's efforts in resolving this prior to filing the petition are as follows: Beginning in November 2025, Petitioner contacted the Hills city office to inquire about addressing the disproportionate tax rate on his agricultural land within city limits; no one returned his inquiry. On December 9, 2025, Petitioner appeared before the City Council and proposed the creation of a rural service district that would reduce the tax rate to approximately one-sixth of the current city rate—comparable to surrounding township rates for agricultural land—but no vote or motion was taken.

After receiving no response for over three months, Petitioner learned informally through his father, Robert Charlie Sandager, that the City's answer was "no". Petitioner then requested and was granted time to speak again at the April 14, 2026 City Council meeting, where he renewed his rural service district proposal; the Council passed a motion to bring on an advisor, former mayor Keith Elbers. On April 27, 2026, Petitioner met with Mayor Jim Susie, the advisor, and family members to discuss surrounding cities' rural service districts and the option of detachment; the advisor aggressively insisted that land is never removed from city limits and that the City needed the land for growth.

On May 19, 2026, Petitioner met again with the Mayor and informed him that he no longer wished to pursue a rural service district, and instead offered three alternative compromises: (1) full detachment with a five-year look-back provision under which Petitioner would pay the difference in city taxes if the land were sold for development; (2) partial detachment, leaving some acres within city limits; or (3) filing for detachment of all acres. Regarding option 2, after further consideration Petitioner spoke with the Mayor on June 2, 2026 to inform him that splitting the land to leave partial acreage in city limits was not feasible due to associated costs, and that detachment

of all acres was the most likely path forward absent any other resolution. Despite these sustained good-faith efforts over approximately seven months, the City has been unwilling to agree to any resolution.

[¶9] The number of acres on the property proposed for detachment is approximately 61.93 acres located in **Rock County, State of Minnesota, and more particularly described as follows:**

The South Half of the Southeast Quarter (S ½ of SE ¼) of Section Twenty-one (21), Township One Hundred One (101) North, of Range Forty-six (46) West, of the 5th P.M., Rock County, Minnesota

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

- a. Those parcels in that certain Deed from Ida Roning and Lars N. Roning to J. H. Finke, dated January 13, 1933 and recorded in Book 23 of Deeds, pages 81 and 82.
- b. The parcel described in that certain Deed executed by Charlotte Finke, a widow, and Ruth Marie Kentfield and Roy Kentfield, her husband, to Henry Top, dated November 16, 1983 and recorded in Book 20 of Deeds, page 151.
- c. That parcel described in that certain Deed executed by Charlotte Finke, a widow, and Ruth Marie Kentfield and Roy Kentfield, her husband, to Morten Kolsrud and Carl Ruud, dated August 5, 1937 and recorded in Book 26 of Deeds, pages 536–537.
- d. The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy Kentfield, her husband, to Earl Backer, dated August 26, 1953 and recorded in Book 35 of Deeds, page 641.
- e. The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy M. Kentfield, husband and wife, to Emil Thompson, dated April 20, 1955 and recorded in Book 34 of Deeds, page 116.
- f. The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy M. Kentfield, husband and wife, to Fabian Scholtes, dated November 21, 1955 and recorded in Book 38 of Deeds, page 301.

[¶10] The number and character of buildings on said property is as follows: There are no buildings located upon the property.

[¶11] The number of residents in the area proposed for detachment is zero, as this is agricultural land.

[¶12] Public improvements on said property are limited, if present at all, and on basis of information and belief, the City provides no services to the parcel whatsoever. There are no known wells on the property.

DATED: _____

6/4/26

PROPERTY OWNER


NICHOLAS SANDAGER

Prepared by:

David A. Owens, Esq.
Klosterbuer & Haubrich, LLP
(MN ID – 0401386)
120 N. McKenzie, PO Box 538
Luverne, MN 56156
Phone: 507-283-9111
Fax: 507-283-9113
Email: dowens@khlawmn.com



Overview



Legend

Roads

-  INTERSTATE
-  INTERSTATE
-  US HWY
-  STATE HWY
-  CNTY RD
-  OTHER RD
-  <all other values>
-  Rivers

Parcel ID	15-0001-000	Alternate ID	n/a	Owner Address	KENTFIELD LAUREL ET AL
Sec/Twp/Rng	21-101-46	Class	AGRICULTURE		17706 YELLOW BELL DR
Property Address		Acreage	61.93		LEWIS DE 19958
	HILLS				

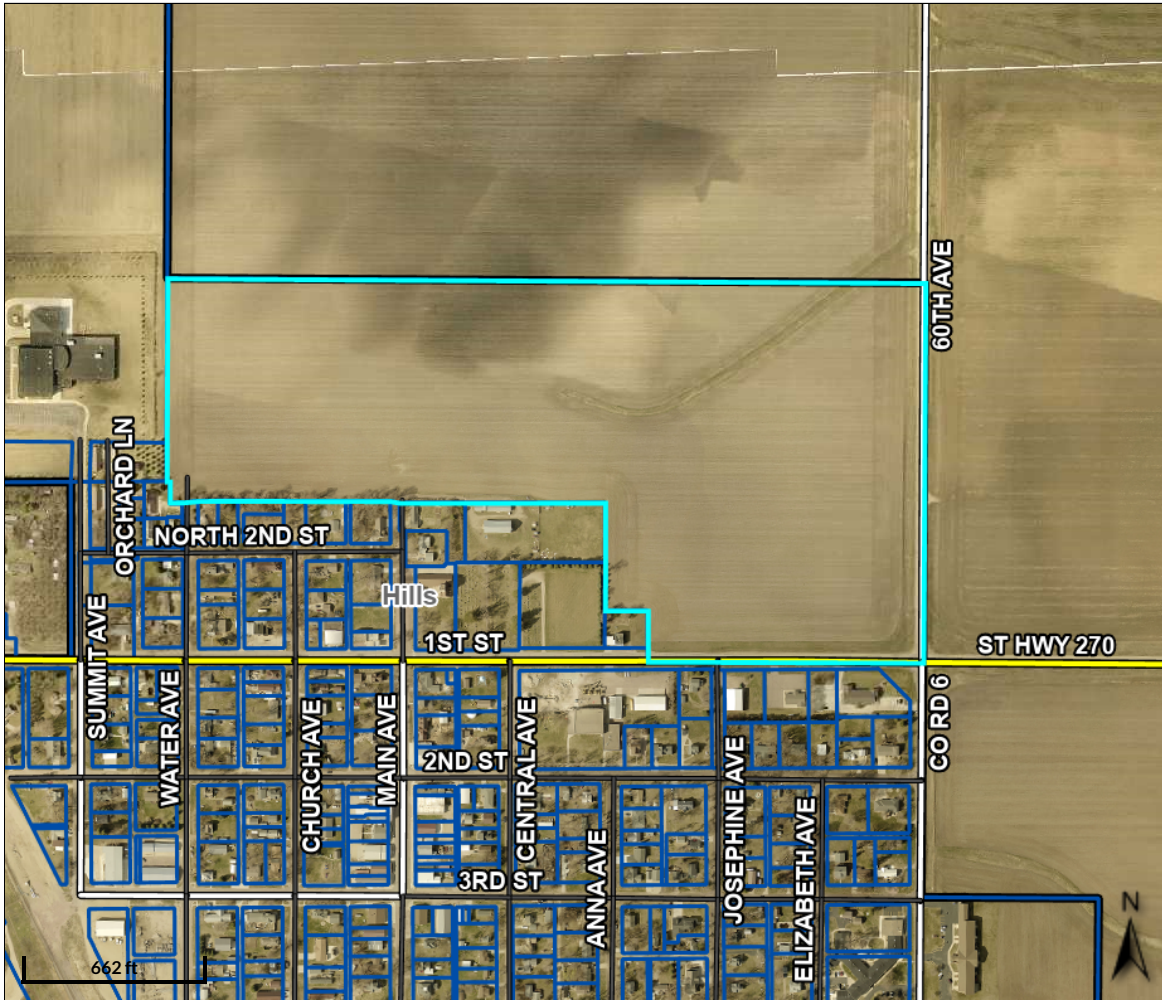
District n/a

Brief Tax Description S1/2 OF SE1/4 EXC TRACTS & PLATS ACRES 61.93 CONTRACT INTEREST: 33.3% INT KENTFIELD FAMILY TRUST DTD 6/11/2019 33.4% INT REV TRUST OF LAUREL KENTFIELD-CICCONE U/A DTD 6/15/2017 20% INT JON H KENTFIELD TRUST DTD 3/16/98

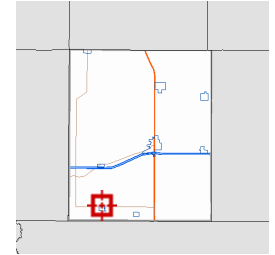
(Note: Not to be used on legal documents)

Date created: 8/13/2026
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GEOSPATIAL



Overview



Legend

Roads

- INTERSTATE
- INTERSTATE
- US HWY
- STATE HWY
- CNTY RD
- OTHER RD
- <all other values>
- Rivers

Parcels

Parcel ID	15-0001-000	Alternate ID	n/a	Owner Address	KENTFIELD LAUREL ET AL
Sec/Twp/Rng	21-101-46	Class	AGRICULTURE		17706 YELLOW BELL DR
Property Address		Acreage	61.93		LEWIS DE 19958
	HILLS				
District	n/a				
Brief Tax Description	S1/2 OF SE1/4 EXC TRACTS & PLATS ACRES 61.93 CONTRACT INTEREST: 33.3% INT KENTFIELD FAMILY TRUST DTD 6/11/2019 33.4% INT REV TRUST OF LAUREL KENTFIELD-CICCONE U/A DTD 6/15/2017 20% INT JON H KENTFIELD TRUST DTD 3/16/98				
	(Note: Not to be used on legal documents)				

Date created: 9/14/2026

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**RESOLUTION OF THE CITY OF HILLS
CONCERNING DETACHMENT OF CERTAIN LAND
PURSUANT TO MINN. STAT. § 414.06**

The City of Hills received a petition for detachment of certain property "owned" for the purposes of detachment by Nicholas Sandager, on **June 9, 2026**, for the following described property:

Approximately 61.93 acres located in Rock County, State of Minnesota, and more particularly described as follows:

The South Half of the Southeast Quarter (S ½ of SE ¼) of Section Twenty-one (21), Township One Hundred One (101) North, of Range Forty-six (46) West, of the 5th P.M., Rock County, Minnesota

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

- a. Those parcels in that certain Deed from Ida Roning and Lars N. Roning to J. H. Finke, dated January 13, 1933 and recorded in Book 23 of Deeds, pages 81 and 82.
- b. The parcel described in that certain Deed executed by Charlotte Finke, a widow, and Ruth Marie Kentfield and Roy Kentfield, her husband, to Henry Top, dated November 16, 1983 and recorded in Book 20 of Deeds, page 151.
- c. That parcel described in that certain Deed executed by Charlotte Finke, a widow, and Ruth Marie Kentfield and Roy Kentfield, her husband, to Morten Kolsrud and Carl Ruud, dated August 5, 1937 and recorded in Book 26 of Deeds, pages 536-537.
- d. The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy Kentfield, her husband, to Earl Backer, dated August 26, 1953 and recorded in Book 35 of Deeds, page 641.
- e. The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy M. Kentfield, husband and wife, to Emil Thompson, dated April 20, 1955 and recorded in Book 34 of Deeds, page 116.
- f. The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy M. Kentfield, husband and wife, to Fabian Scholtes, dated November 21, 1955 and recorded in Book 38 of Deeds, page 301.

The City of Hills:

- ☐ Supports the petition for detachment; or
- ☒ Opposes the petition for detachment.

(Please check the box which best indicates the City's position)

Date: July 14, 2026


Mayor


City Clerk

**RESOLUTION OF MARTIN TOWNSHIP
CONCERNING DETACHMENT OF CERTAIN LAND
PURSUANT TO MINN. STAT. § 414.06**

The Township of MARTIN received a petition for detachment of certain real property, which for the stated purposes herein is owned and possessed by Nicholas Sandager on JUNE 8, 2026 for the following described property:

Approximately 61.93 acres located in Rock County, State of Minnesota, and more particularly described as follows:

The South Half of the Southeast Quarter (S ½ of SE ¼) of Section Twenty-one (21), Township One Hundred One (101) North, of Range Forty-six (46) West, of the 5th P.M., Rock County, Minnesota

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

- a. Those parcels in that certain Deed from Ida Roning and Lars N. Roning to J. H. Finke, dated January 13, 1933 and recorded in Book 23 of Deeds, pages 81 and 82.
- b. The parcel described in that certain Deed executed by Charlotte Finke, a widow, and Ruth Marie Kentfield and Roy Kentfield, her husband, to Henry Top, dated November 16, 1983 and recorded in Book 20 of Deeds, page 151.
- c. That parcel described in that certain Deed executed by Charlotte Finke, a widow, and Ruth Marie Kentfield and Roy Kentfield, her husband, to Morten Kolsrud and Carl Ruud, dated August 5, 1937 and recorded in Book 26 of Deeds, pages 536-537.
- d. The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy Kentfield, her husband, to Earl Backer, dated August 26, 1953 and recorded in Book 35 of Deeds, page 641.
- e. The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy M. Kentfield, husband and wife, to Emil Thompson, dated April 20, 1955 and recorded in Book 34 of Deeds, page 116.
- f. The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy M. Kentfield, husband and wife, to Fabian Scholtes, dated November 21, 1955 and recorded in Book 38 of Deeds, page 301.

The Township of MARTIN:

- ☒ Supports the petition for detachment;
☐ Opposes the petition for detachment; or
☐ Is neutral to the petition.

(Please check the box which best indicates the Township's position)

Date: 6-8-2026

Chair - Nathan St
Township Signature
Don Smith
Jack Rheault



8 0 0 3 4 7 1
Tx:4002296

No delinquent taxes and transfer entered; Certificate of Real Estate Value (☒) filed (☐) not required
Certificate of Real Estate Value No. 17023
March 4, 2020
Goshky Smith
Rock County Auditor/Treasurer
by Norman W. Wyke Deputy

196655
OFFICE OF LAND RECORDS
ROCK COUNTY, MINNESOTA
I HEREBY CERTIFY THAT THE
WITHIN INSTRUMENT WAS RECORDED ON
03/04/2020 02:18 PM
Tom Houselog
TOM HOUSELOG
ROCK COUNTY RECORDER

(Top 3 inches reserved for recording data)

CONTRACT FOR DEED
By Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 30.1.1 (2011)

eCRV number: 1065133

DATE: February 3, 2020

THIS CONTRACT FOR DEED (the "**Contract**") is made on the above date by Lynn P. Kentfield, Trustee of the Kentfield Family Trust dated June 11, 2019 and any amendments thereto, a 33.4% interest therein; Laurel Kentfield-Ciccone, Trustee of the Revocable Trust of Laurel Kentfield-Ciccone U/A/D June 15, 2017, a 33.3% interest therein; First Bank and Trust, Trustee of the Nancy L. Kentfield Trust Dated March 16, 1998, a 13.3% interest therein; and First Bank and Trust, Trustee of the Jon H. Kentfield Trust dated March 16, 1998, a 20% interest therein, ("**Seller**"),

and Nicholas Sandager, ("**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 Rock County, Minnesota, described as follows:

The South Half of the Southeast Quarter (S ½ of SE ¼) of Section Twenty-one (21), Township One Hundred One (101) North, of Range Forty-six (46) West, of the 5th P.M., except the following described tracts:

- a) Those parcels in that certain Deed from Ida Roning and Lars N. Roning to J. H. Finke, dated January 13, 1933 and recorded in Book 23 of Deeds, pages 81 and 82.
- b) The parcel described in that certain Deed executed by Charlotte Finke, a widow, and Ruth Marie Kentfield and Roy Kentfield, her husband, to Henry Top, dated November 16, 1938 and recorded in Book 20 of Deeds, page 151
- c) That parcel described in that certain Deed executed by Charlotte Finke, a widow, and Ruth Marie Kentfield and Roy Kentfield, her husband, to Morten Kolsrud and Carl Ruud, dated August 5, 1937 and recorded in Book 26 of Deeds, page 536-537.
- d) The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy Kentfield, her husband, to Earl Backer, dated August 26, 1953 and recorded in Book 35 of Deeds, page 641.
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- f) The parcel described in that certain Deed executed by Ruth Marie Kentfield and Roy M. Kentfield, husband and wife, to Fabian Scholtes, dated November 21, 1955 and recorded in Book 38 of Deeds, page 301.

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 residence of Sellers or as Sellers may from time to time direct the sum of Six Hundred Thirteen Thousand One Hundred Seven and no/100 Dollars (\$613,107.00), as and for the purchase price (the "Purchase Price") for the Property, payable as follows:

\$145,107.00, cash herewith, receipt of which is hereby acknowledged;
 \$468,000.00, balance of purchase price payable in annual installments of principal and interest in the amount of \$31,716.36 commencing March 1, 2021 and continuing on the first day of each and every March thereafter until March 1, 2040 at which time all remaining unpaid principal balances and accrued interest shall become fully due and payable all with interest computed on unpaid principal balances at the rate of 3.089% per annum from March 1, 2020 with each annual installment applied first to accrued interest and balance to principal.

5. **Prepayment.** Commencing March 1, 2025, 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: Sellers shall pay the real estate taxes due and payable in 2019 and all prior years. Buyer to pay the real estate taxes due and payable in 2020 and all taxes thereafter.

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 the 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 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 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 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.

Seller

Lynn P. Kentfield, Trustee
Signature Lynn P. Kentfield, Trustee

Lynn P. Kentfield
Signature

Purchaser

Nicholas Sandager
Signature Nicholas Sandager

Signature

State of California, County of Orange

This instrument was acknowledged before me on 2-21, 2020, by Lynn P. Kentfield, Trustee of the Kentfield Family Trust dated June 11, 2019 and any amendments thereto



S. L. Smith

Notary Public

(Seal, if any)

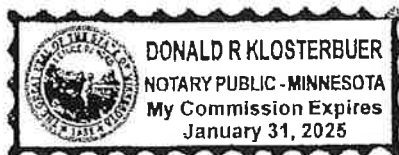
State of Minnesota, County of Rock

This instrument was acknowledged before me on March 2, 2020, by Nicholas Sandager

Donald R. Klosterbuer

Notary Public

(Seal, if any)



Seller

Laurel Kentfield-Ciccone, Trustee
Signature Laurel Kentfield-Ciccone, Trustee

Signature

State of Delaware, County of Sussex

This instrument was acknowledged before me on 2/24/, 2020, by Laurel Kentfield-Ciccone, Trustee of the Revocable Trust of Laurel Kentfield-Ciccone U/A/D June 15, 2017

Steven W DuVal
Notary Public-State of Delaware
My Commission Expires 10-10-2021

Steven W. DuVal

Notary Public

(Seal, if any)

Seller
First Bank and Trust

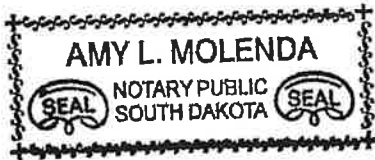
By: Robin Aden, SVP

Signature Trustee of the Nancy L. Kentfield Trust dated March
16, 1998

Signature

State of South Dakota, County of Minnehaha

This instrument was acknowledged before me on February 21, 2020, by Robin Aden
as Vice President of First Bank and Trust as Trustee of Nancy L. Kentfield Trust Dated March 16, 1998



(Seal, if any)

Amy L. Molenda
Expires: 4-4-2023

Notary Public

Seller

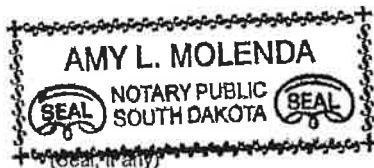
First Bank and Trust

By: Robin Aden

Signature Trustee of the Jon H. Kentfield Trust dated March 16, 1998

Signature

State of South Dakota, County of Minnehaha

This instrument was acknowledged before me on February 27, 2020, by Robin Aden
as Vice President of First Bank and Trust as Trustee of Jon H. Kentfield Trust dated March 16, 1998Amy L. Moles
Expires: 4-4-2023_____
Notary PublicTHIS INSTRUMENT WAS DRAFTED BY:
Donald R. Klosterbuer
Klosterbuer & Haubrich, LLP
120 North McKenzie
P.O. Box 538
Luverne, Minnesota 56156
Telephone: 507-283-9111
Attorney ID #: 56674TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN
THIS INSTRUMENT SHOULD BE SENT TO:Nicholas Sandager
351 50th Avenue
Hills, MN 56138

ADDENDUM

Possession is given to the buyer upon the execution hereof.

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