



COUNTY OF BECKER

Planning and Zoning

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

BOARD OF ADJUSTMENT NOTICE OF PUBLIC HEARING

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

Thursday, September 14, 2017 @ 7:00 P.M.
Commissioner's Room-Becker County Courthouse
Detroit Lakes, MN. 56501

APPLICANT: Dustin Holte
321 15th St. SW
Jamestown, ND 58401

Project Location: 16005 221st St, Audubon

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct a dwelling and attached garage, to be located at one hundred seventeen (117) feet from the ordinary high water mark of the lake, deviating from the required setback of one hundred fifty (150) feet from a natural environment lake.

LEGAL LAND DESCRIPTION: Tax ID number: 070164000 LaBelle

PT GOVT LOT 7: COMM MC #2 TH N 266.81' AL E LN GOVT LOT 7 TO POB; CONT N 220.49', TH W 297.2' TO LABELLE LK, TH SWLY 249' & SELY 294' AL LK TO PNT SW OF POB, TH NE 264' TO POB AKA TRACT C; Section 35, TWP 140, Range 43, Cuba Township.

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

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**



BECKER COUNTY PLANNING & ZONING

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

VARIANCE APPLICATION

PARCEL	
APP	Variance
YEAR	
SCANNED	

PROPERTY OWNER INFORMATION (as it appears on tax statement, purchase agreement or deed)

First name(s) Angie + Dustin Last Name Holte
Mailing Address 321 15th St SW City, State, Zip Jamestown ND 58401
Phone Number 701-320-8601 Project Address: 16005 221st St Audubon MN 56511
Parcel number(s) of property: 07.0164.00 Sect - Twp - Range: 35 140 43
Township Name: Cuba Legal Description: _____

Why is the variance being requested? (Mark all sections that apply)

- ☒ Setback Issues ☐ Lot size not in compliance with minimum standards
☐ Alteration to non-conforming structure ☒ Topographical Issues (hills, slopes, bluffs, wetlands)
☐ Other

Please provide a brief description detailing the above variance request:

We would like to build a home and garage on this property as a permanent residence. There is only one area that will allow this, however, it is 117ft to the shoreline to the closest corner of house. To the north of the open area is the septic system followed by a large hill and pond. To the East in the property line. To the South is water and then to the West is a very wooded

What are you applying for less than the minimum distance (setback) from? area followed by water

Setback must include decks and patios, current and proposed.

- ☒ Ordinary High Water Mark (OHWM) Proposed Distance (setback) 117 feet
☐ Lot Line Proposed Distance (setback) _____ feet
☐ Road Right of Way (ROW) Proposed Distance (setback) _____ feet
Type of Road [] Township [] County [] State
☐ Crest of bluff Proposed Distance (setback) _____ feet
☐ Impervious Surface Coverage Proposed Impervious Lot Coverage _____ sq ft
%

Was the lot recorded prior to 1971?

Yes ☐ No ☒

Was the lot recorded between 1971 & 1992?

Yes ☐ No ☒

Was the lot recorded after 1992?

Yes ☒ No ☐

Will this be a new lot split?

Yes ☐ No ☒

What is the current square footage of the structure? N/A

What is the proposed addition square footage? 8240

What is the current height of the structure? N/A

What is the proposed height of the structure? 12ft

Is there a basement to the structure? N/A

Will the proposed addition have a basement? No

Will the roofline of the existing structure be changed? N/A

Will the main structural framework of the structure be altered? N/A

What is the current percentage of lot coverage? N/A

What is the proposed percentage of lot coverage? 7%



OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings;
3. Non-refundable filing fee of \$326.00. **Make check payable to Becker County Zoning.**
4. Is the variance request after the fact? [] Yes ☒ No
If yes, after the fact application fee is an additional \$600.00.

Please answer the following questions as they relate to your specific variance request:

- 1) In your opinion, is the Variance in harmony with the purposes and intent of the ordinance?
Yes ☒ No () Why or why not?

We are placing the home in an area that won't affect water, trees etc as the area to be placed is blank

- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes ☒ No () Why or why not?

Same as #1

- 3) In your opinion, does the proposal put property to use in a reasonable manner?
Yes ☒ No () Why or why not?

This is the only place on the property to build a home. There are no trees or anything else in the way at this spot

- 4) In your opinion, are there circumstances unique to the property?
Yes ☒ No () Why or why not?

given the location of Septic System, Property lines and water surrounding two sides.

- 5) In your opinion, will the variance maintain the essential character of the locality?
Yes ☒ No () Why or why not?

house will be located on only open area

The Board of Adjustments must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the County and other applicable ordinances.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. Planning and Zoning Staff along with Board of Adjustment Members may visit my property to review submitted plan requests.

Applicant's Signature: [Signature]

Date: 6/13/17

(Office Use)

Date Received 6/12/17

Accepted ☒

Incomplete Application []

Date 6/14/17

[Signature]

Zoning Administrator

Date application received 10/2/17 Received By: Vivian Assigned To: Patty

Pre-inspection required ☐ Yes ☐ No Date pre-inspection completed: _____ By: _____

Footing Inspection Required: ☐ Yes ☐ No Date footing inspection completed: _____ By: _____

Mitigation Required: ☐ Yes ☐ No Worksheet completed by: _____

Date mitigation document sent to owner _____ date returned _____

Year of septic installation _____ Date of last certificate of compliance _____

New certificate of compliance required: ☐ Yes ☐ No

Comments from septic contractor: _____

Impervious calculations:

Impervious Surface On property:	Dimensions	Sq. Footage	Impervious Surface on property:	Dimensions	Sq. Footage
<u>DRIVEWAY</u>	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
				TOTAL SQ FT:	_____

Total Impervious area on site _____ ÷ Total Lot area _____ = _____ x
100 = _____ % of proposed lot coverage

Additional notes: _____

Application Fee: 326 + Cormorant Surcharge _____ + Fines _____ = Total Fees 326

Application is hereby **GRANTED** in accordance with the application and supporting information by order of:

_____ as of this date _____

Application is hereby **DENIED** based on the fact that _____

by order of: _____ as of this date _____

Receipt Number _____ Date Paid _____

Additional Receipt Number _____ Date of Additional Receipt _____

Revised permit for added amount _____ OR Voided first receipt and given new receipt number _____

Date owner notified of application outcome: _____



Application for Site Permit
Becker County Planning and Zoning
915 Lake Ave, Detroit Lakes, MN 56501
Phone: 218-846-7314 Fax: 218-846-7266
www.co.becker.mn.us

PARCEL	
APP	SITE
YEAR	
SCANNED	

Property will be staked by _____
Date: _____

Please Print or Type All Information

Parcel Number (s)	Property (E911) Address	**911 Address Needed	Legal Description
07.0164.00	16005 221st St		Audubon

Lake/River Name	Lake/River Class	Township Name	Section	TWP No.	Range
LaBelle	NE	Cuba	35	140	43

Property Owner	Last Name	First Name	Mailing Address	Phone
	Holte	Angie + Dustin	32115th St SW Jamestown ND 58401	701-320-8601 701-269-6093
Contractor Name Lic # _____				

Proposed Project (Check those that apply)

<input checked="" type="checkbox"/> New Dwelling	<input type="checkbox"/> Addition to Dwelling	<input type="checkbox"/> Replacement Dwelling*	<input type="checkbox"/> Mobile/Manfac. Home
<input checked="" type="checkbox"/> Attached Garage	<input type="checkbox"/> Detached Garage	<input type="checkbox"/> Storage Structure	<input type="checkbox"/> Addition to Non-dwelling
<input type="checkbox"/> Stairway	<input type="checkbox"/> Deck	<input type="checkbox"/> Recreational Unit	<input type="checkbox"/> Water Oriented Structure
<input type="checkbox"/> Fence	<input type="checkbox"/> Other _____	<input type="checkbox"/> Non Conforming Replacement (identify) _____	

*Existing Dwelling to be removed prior to _____

Onsite Water Supply ☒ Deep Well () Shallow Well Well Depth _____
MN Rules Chapter 4725 (MN well code) requires a 3' minimum structure setback to well

Onsite Sewage Treatment System

Type of System _____ Date of Installation 2003 Last Date Certified _____
Must have current certificate of compliance on septic system prior to issuance of a permit

Lot Information Shoreland ☒ ☒ Riparian () Non Riparian Non Shoreland _____

Lot Area 129,808 sq ft or 2.98 acres Water Frontage _____ ft Bluff () Yes () No
Impervious coverage refers to anything water cannot pass through. Structures, areas covered by a roof, concrete, asphalt, Class 5, sidewalks, patio pavers, etc. should all be included in this calculation. Decks should be included in this calculation if they have plastic underlayment or impervious surface underneath. Anytime you exceed 15% lot coverage a stormwater management plan and/or mitigation is required. **INCLUDE PROPOSED STRUCTURES IN CALCULATION.**

Please Note: Unless otherwise provided, a minimum of a 12 foot wide driveway from the nearest road right of way to the proposed structure must be included in both your plan and impervious surface calculation.

Impervious Surface	Dimensions	Sq. Footage	Impervious Surface	Dimensions	Sq. Footage
On property			On property		
Ex: Patio	10 x 12	120	Shed		90
DRIVEWAY	12 x 200	2400	Shed		160
New dwelling	30 x 80	2400	Patio proposed	30 x 4	120
garage proposed	28 x 50	1400	Patio proposed	80 x 10	800
Conc Apron	28 x 40	1120	Park Model	41 x 16	656
			Total Impervious Material		

Impervious Lot Coverage 9152 ÷ 129,808 = .07 x 100 = 7%
Total Impervious Lot Area Impervious Coverage Percentage

Topographical Alteration/Earth moving

() None ☒ 10 cubic yards or less () 11-50 cubic yards () over 50 cubic yards
Project over 50 cubic yards a storm water management plan must be included.

Characteristics of Proposed Dwelling/Dwelling Additions/Attached Garage/Decks		Cost of Project
<input checked="" type="checkbox"/> Dwelling <u>30</u> ft by <u>80</u> ft	<input checked="" type="checkbox"/> Attached Garage <u>28</u> ft x <u>50</u> ft	\$ <u>120,000</u>
Outside Dimension <input checked="" type="checkbox"/> Deck/Patio <u>80</u> ft x <u>10</u> ft <u>30 x 4 ft</u>	<input type="checkbox"/> Addition to existing _____ ft x _____ ft	
Setback to Side Lot Line _____ ft & Rear Lot Line _____ ft	Setback to Road Right of Way <u>500+</u> ft	
Setback to Bluff _____	Type of road <u>Township</u>	
Setback to Wetland _____	Is wetland protected <input type="checkbox"/> Yes <input type="checkbox"/> No	
Setback to OHW (straight horizontal distance) <u>117</u>	Elevation above OHW (Straight vertical distance) _____	
Setback to septic tank <u>10 ft</u>	Setback to drainfield <u>60</u>	
Total No. Bedrooms <u>5</u>	Maximum height proposed <u>12 ft</u> # of Stories <u>1</u>	
Roof Change <input type="checkbox"/> Yes <input type="checkbox"/> No	Basement <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Walkout Basement <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Characteristics of Proposed Non Dwelling/Non Dwelling Additions/Detached Garages/Storage Sheds		Cost of Project
<input type="checkbox"/> Garage _____ ft by _____ ft	<input type="checkbox"/> Storage Shed _____ ft x _____ ft	\$ _____
<input type="checkbox"/> Fence _____ ft long x _____ high	<input type="checkbox"/> other _____ ft x _____ ft	
Outside Dimension <input type="checkbox"/> Addition to existing structure _____ ft x _____ ft	<input type="checkbox"/> Fence _____ ft x _____ ft	
Setback to Lot Line _____ ft & Rear Lot Line _____ ft	Setback to Road Right of Way _____ ft	
Setback to Bluff _____	Type of road _____	
Setback to Wetland _____	Is wetland protected <input type="checkbox"/> Yes <input type="checkbox"/> No	
Setback to OHW (straight horizontal distance) _____	Elevation above OHW (Straight vertical distance) _____	
Setback to septic tank _____	Setback to drainfield _____	
Roof Change <input type="checkbox"/> Yes <input type="checkbox"/> No	Maximum height proposed _____ # of Stories _____	
Bathroom proposed <input type="checkbox"/> Yes <input type="checkbox"/> No	Sleeping Quarters proposed <input type="checkbox"/> Yes <input type="checkbox"/> No	

***Garages and storage sheds cannot contain amenities for independent human habitation**

Characteristics of Proposed Water Oriented Structure*	Cost of Project \$
<input type="checkbox"/> Stairway <input type="checkbox"/> Deck <input type="checkbox"/> Boathouse <input type="checkbox"/> Screen Porch <input type="checkbox"/> Gazebo <input type="checkbox"/> Storage Structure	
Outside Dimension _____ ft by _____ ft	Sq ft _____
Setback to Lot Line _____ ft & _____ ft	Setback to Bluff _____
Setback to OHW (straight horizontal distance) _____	Elevation above OHW (Straight vertical distance) _____
Setback to septic tank _____	Setback to drainfield _____
Maximum height proposed _____	*Sleeping facilities or water supplies are not permitted in these structures

THIS IS A SITE PERMIT ONLY AND DOES NOT CONSTITUTE A BUILDING PERMIT
AS SET FORTH IN MN STATE STATUTES.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. I also understand that, once issued, a permit is valid for a period of one (1) year from the date of issuance and that Planning and Zoning Staff may visit my property to ensure compliance. If my property is located within the shoreland district, I understand that it is my responsibility to inform the Planning & Zoning Office once the building footings have been constructed. A Site Permit may be revoked at any time upon violation of said Ordinances and approved setbacks. Any changes to this site permit results in nullification of this permit and a new permit will have to be obtained.

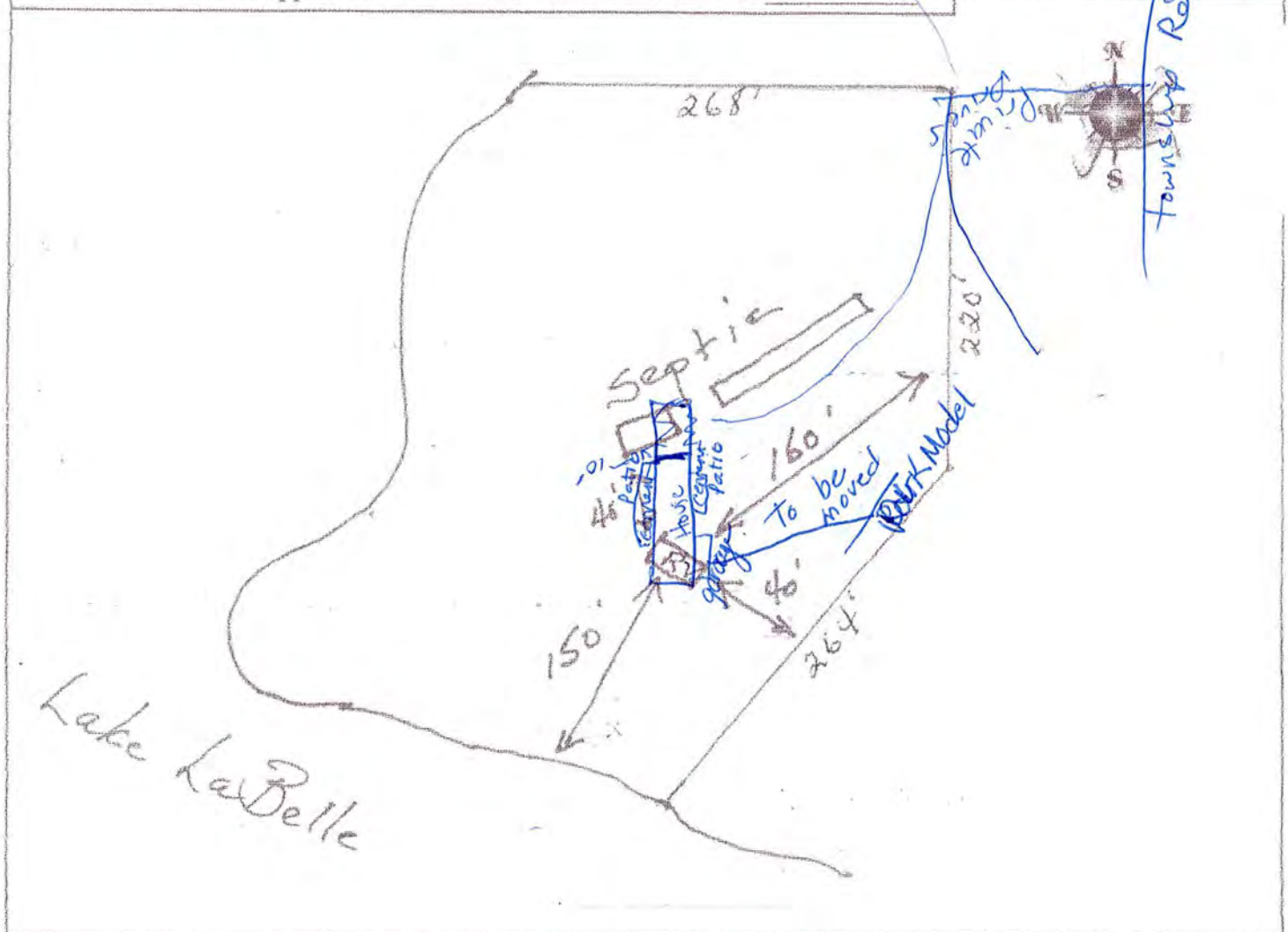
Signature

Date

SKETCH:

- 1) Sketch location of RV. Include distance from property lines.
- 2) Property lines/road right of ways and proposed RV location must be well marked/staked or application will be **DENIED**. Date Staked: _____

PARCEL	
APP	RV
YEAR	



Application Fee: _____ + Cormorant Surcharge _____ + Fines _____ = Total Fees _____

Application is hereby **GRANTED** in accordance with the application and supporting information by order of:

_____ as of this date _____

Application is hereby **DENIED** based on the fact that _____

by order of: _____ as of this date _____

Receipt Number _____ Date Paid _____

Additional Receipt Number _____ Date of Additional Receipt _____

Compliance Inspection

Date: _____ Report: _____ By whom: _____

Date owner notified of application outcome: _____



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.

07.0164.000

Becker County



1:1,498

Date: 6/13/2017

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



Minnesota Pollution
Control Agency

520 Lafayette Road North
St. Paul, MN 55155-4194

Compliance Inspection Form

Existing Subsurface Sewage Treatment Systems (SSTS)

Doc Type: Compliance and Enforcement

Inspection results based on Minnesota Pollution Control Agency (MPCA) requirements and attached forms – additional local requirements may also apply.

Submit completed form to Local Unit of Government (LUG) and system owner within 15 days

For local tracking purposes:

System Status

System status on date (mm/dd/yyyy): 6/2/2017

☒ **Compliant – Certificate of Compliance**
(Valid for 3 years from report date, unless shorter time frame outlined in Local Ordinance.)

☐ **Noncompliant – Notice of Noncompliance**
(See Upgrade Requirements on page 3.)

Reason(s) for noncompliance (check all applicable)

- ☐ Impact on Public Health (Compliance Component #1) – Imminent threat to public health and safety
- ☐ Other Compliance Conditions (Compliance Component #3) – Imminent threat to public health and safety
- ☐ Tank Integrity (Compliance Component #2) – Failing to protect groundwater
- ☐ Other Compliance Conditions (Compliance Component #3) – Failing to protect groundwater
- ☐ Soil Separation (Compliance Component #4) – Failing to protect groundwater
- ☐ Operating permit/monitoring plan requirements (Compliance Component #5) – Noncompliant

Property Information

Parcel ID# or Sec/Twp/Range: 070164000

Property address: 16005 221 St

Reason for inspection: building permit

Property owner: Dustin Holte

Owner's phone: _____

or

Owner's representative: _____

Representative phone: _____

Local regulatory authority: becker co zoning

Regulatory authority phone: 218-846-7314

Brief system description: 1500/2 tank with 150 linial feet of chamber drainfield

Comments or recommendations: _____

Certification

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

Inspector name: RICK RENNER

Certification number: 7202

Business name: RENNER EXC LLC

License number: 2567

Inspector signature: *Rick Renner*

Phone number: 218-439-3514

Necessary or Locally Required Attachments

- ☒ Soil boring logs
- ☒ System/As-built drawing
- ☐ Forms per local ordinance
- ☐ Other information (list): _____

1. Impact on Public Health – Compliance component #1 of 5**Compliance criteria:**

System discharges sewage to the ground surface.

☐ Yes ☒ No

System discharges sewage to drain tile or surface waters.

☐ Yes ☒ No

System causes sewage backup into dwelling or establishment.

☐ Yes ☒ No**Any "yes" answer above indicates the system is an imminent threat to public health and safety.**

Comments/Explanation:

Verification method(s):☒ Searched for surface outlet☒ Searched for seeping in yard/backup in home☐ Excessive ponding in soil system/D-boxes☐ Homeowner testimony (See Comments/Explanation)☐ "Black soil" above soil dispersal system☐ System requires "emergency" pumping☐ Performed dye test☐ Unable to verify (See Comments/Explanation)☐ Other methods not listed (See Comments/Explanation)**2. Tank Integrity – Compliance component #2 of 5****Compliance criteria:**

System consists of a seepage pit, cesspool, drywell, or leaching pit.

☐ Yes ☒ No*Seepage pits meeting 7080.2550 may be compliant if allowed in local ordinance.*

Sewage tank(s) leak below their designed operating depth.

☐ Yes ☒ No

If yes, which sewage tank(s) leaks:

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

Comments/Explanation:

Verification method(s):☒ Probed tank(s) bottom☐ Examined construction records☐ Examined Tank Integrity Form (Attach)☐ Observed liquid level below operating depth☐ Examined empty (pumped) tanks(s)☐ Probed outside tank(s) for "black soil"☐ Unable to verify (See Comments/Explanation)☐ Other methods not listed (See Comments/Explanation)**3. Other Compliance Conditions – Compliance component #3 of 5**a. Maintenance hole covers are damaged, cracked, unsecured, or appear to be structurally unsound. ☐ Yes* ☒ No ☐ Unknownb. Other issues (electrical hazards, etc.) to immediately and adversely impact public health or safety. ☐ Yes* ☒ No ☐ Unknown***System is an imminent threat to public health and safety.**

Explain:

c. System is non-protective of ground water for other conditions as determined by inspector. ☐ Yes* ☒ No***System is failing to protect groundwater.**

Explain:

4. Soil Separation – Compliance component #4 of 5Date of installation: _____ ☒ Unknown
(mm/dd/yyyy)Shoreland/Wellhead protection/Food beverage lodging? ☒ Yes ☐ No**Compliance criteria:**

For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment:

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

☐ Yes ☐ No

Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment:

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

☒ Yes ☐ No

"Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules (7080.2350 or 7080.2400 (Advanced Inspector License required)

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

☐ Yes ☐ No**Any "no" answer above indicates the system is failing to protect groundwater.****Verification method(s):**

Soil observation does not expire. Previous soil observations by two independent parties are sufficient, unless site conditions have been altered or local requirements differ.

☒ Conducted soil observation(s) (Attach boring logs)☐ Two previous verifications (Attach boring logs)☐ Not applicable (Holding tank(s), no drainfield)☐ Unable to verify (See Comments/Explanation)☐ Other (See Comments/Explanation)**Comments/Explanation:**

0-12" TOP SOIL

12"- 19" CLAY LOAM

19"-65"+ LOAM

Indicate depths or elevations

A. Bottom of distribution media	24"
B. Periodically saturated soil/bedrock	65"+
C. System separation	36"+
D. Required compliance separation*	36"

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

5. Operating Permit and Nitrogen BMP* – Compliance component #5 of 5 ☒ Not applicableIs the system operated under an Operating Permit? ☐ Yes ☐ No If "yes", A below is requiredIs the system required to employ a Nitrogen BMP? ☐ Yes ☐ No If "yes", B below is required

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

If the answer to both questions is "no", this section does not need to be completed.**Compliance criteria**a. Operating Permit number: _____
Have the Operating Permit requirements been met? ☐ Yes ☐ Nob. Is the required nitrogen BMP in place and properly functioning? ☐ Yes ☐ No**Any "no" answer indicates Noncompliance.**

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

A hand-drawn site map of a property. The map is oriented with North (N) at the top, East (E) to the right, and West (W) to the left. A winding road or path is shown on the left side, labeled 'W'. A driveway is shown on the right side, labeled 'driveway'. In the center, there is a large rectangular area labeled 'House' and a smaller rectangular area labeled 'garage' attached to its right side. Above the house, there is a small rectangular area labeled 'Pond' and a small rectangular area labeled 'hill Septic'. Below the house, there is a small square area labeled 'Well house' and a dashed line labeled 'trees'. A line labeled 'my' is drawn near the house. The entire property is enclosed by a dashed line.

5150

Renner Excavating, LLC

14306 Co Hwy 11
Audubon, MN 56511
218-439-3514


August 7, 2017

To Whom It May Concern:

After evaluating the septic system at 16005 221st St Audubon, MN (parcel# 070164000) it is my opinion that it would be very tough to move the existing septic system further to the north.

- 1) It is very difficult to work on a slope as steep as that is. We certainly would not be able to move the septic tank.
- 2) I would be greatly concerned about building a drain field in the low area due to sudden heavy rain falls and the flooding of low lands.

Sincerely,



Rick Renner
Renner Excavating, LLC
Lic# L2567

Rachel D. Bartee

From: Angie Holte <ahoffmann94@hotmail.com>
Sent: Tuesday, August 08, 2017 10:10 AM
To: Rachel D. Bartee
Subject: Letter regarding septic
Attachments: D Holte letter.pdf

Hi Rachel,
Attached is a letter regarding our septic system. Can you please add this to our file in regard to the variance.

Thank you,
Angie Holte

Get [Outlook for Android](#)

From: dustin holte <dustin_holte@yahoo.com>
Sent: Monday, August 7, 2017 9:45:42 AM
To: Angie Holte
Subject: Fw:

Sent from Yahoo Mail on Android

On Mon, Aug 7, 2017 at 9:39 AM, Rick & Jodi Renner
<rjrenner@loretel.net> wrote:

Dustin,
Attached is the letter you requested. If you need anything else, please let us know.

Thank you,
Jodi

199000 HALL



16005 221st St

220'

220'



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.

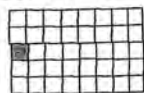
1:1,123	Date: 8/4/2017
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	

Becker County





"Nature is painting for us, day after day, pictures of infinite beauty."
~ John Ruskin



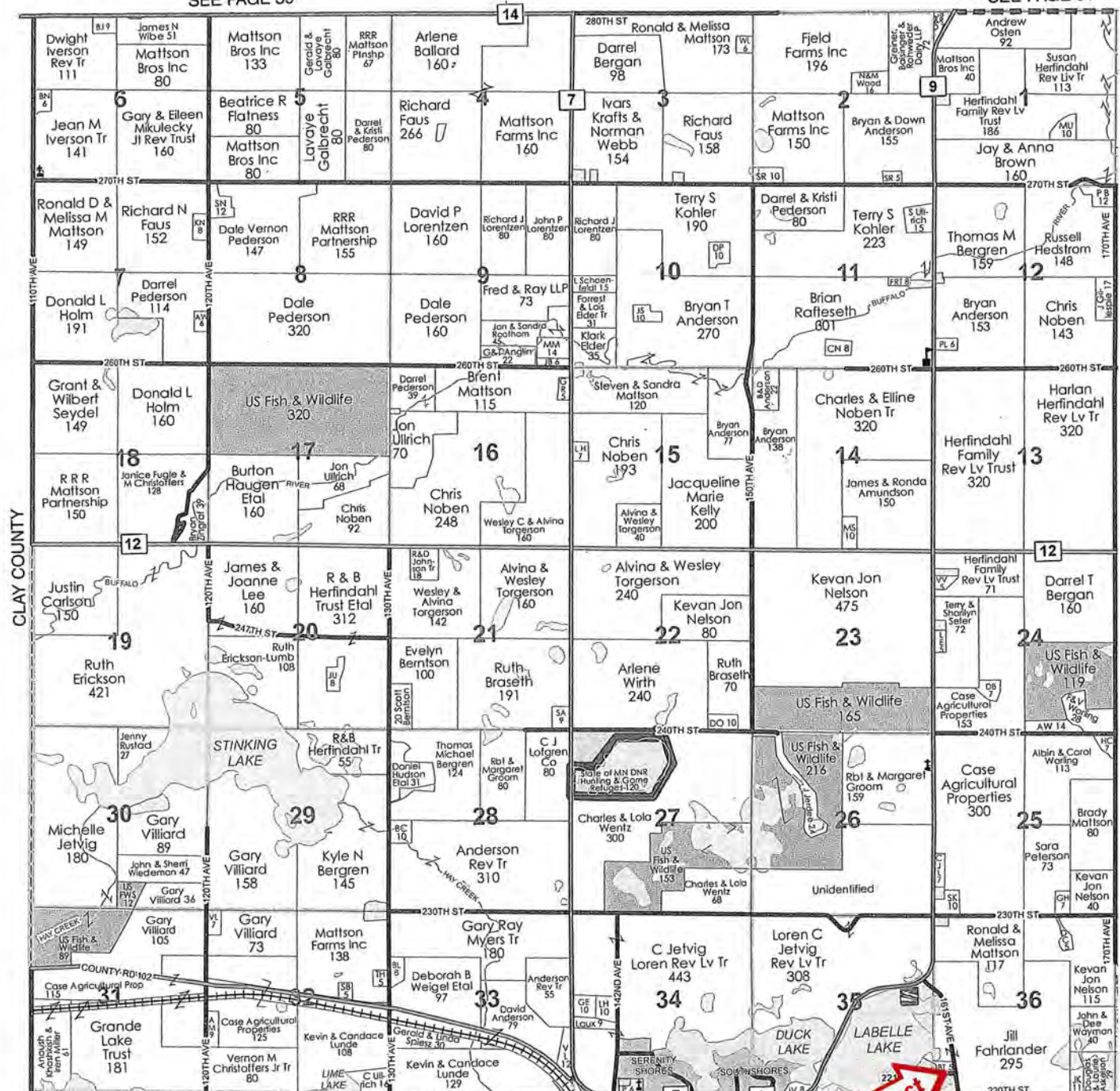
Cuba

Township 140N - Range 43W

Copyright © 2016 Mapping Solutions

SEE PAGE 59

SEE PAGE 61



SEE PAGE 27

SEE PAGE 45

Subject

623196

CERTIFICATE OF REAL
ESTATE VALUE FILED # 011528

No delinquent taxes and transfer entered

this 16th day of March, 2015

Mary E. Hendrickson
Becker County Auditor/Treasurer

By [Signature] Deputy

07.0164.000

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 623196

March 16, 2015 at 2:01 PM

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

Patricia Swenson, County Recorder

By JD Deputy

Becker County Recorder

Well Certificate Received 03.16.15

Patricia Swenson
Deputy [Signature] Becker County Recorder

CONTRACT FOR DEED

Date: March 13th, 2015

eCRV # 322192

PID# 07.0164.000

THIS CONTRACT FOR DEED is made on the above date by Allen R. Hooser and Yvonne M. Hooser, co-trustees U/D/T dated February 5, 1997 aka Hooser Family Living Trust under agreement dated February 5, 1997, Sellers, and Dustin N. Holte and Angie N. Holte, 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 7 of Section 35, Township 140 North, Range 43 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at a found iron monument which designates Meander Corner No. 2 located on the east line of said Government Lot 7; thence North 02 degrees 15 minutes 46 seconds West 266.81 feet on an assumed bearing along the east line of said Government Lot 7 to an iron monument, said point is the point of beginning; thence continuing North 02 degrees 15 minutes 46 seconds West 68.96 feet along the east line of said Government Lot 7 to a point hereinafter referred to as Point A; thence continuing North 02 degrees 15 minutes 46 seconds West 151.53 feet along the east line of said Government Lot 7 to a found iron monument; thence South 89 degrees 29 minutes 30 seconds West 268.20 feet to an iron monument; thence continuing South 89 degrees 29 minutes 30 seconds West 29 feet, more or less, to the water's edge of LaBelle Lake; thence southwesterly and southeasterly along the water's edge of said LaBelle Lake to the intersection with a line which bears South 38 degrees 53 minutes 52 seconds West from the point of beginning; thence North 38 degrees 53 minutes 52 seconds East 18 feet, more or less, to an iron monument; thence continuing North 38 degrees 53 minutes 52 seconds East 246.00 feet to the point of beginning.

TOGETHER WITH A 24.00 foot wide easement for driveway purposes over, under, and across that part of Government Lot 3 of Section 36, Township 140 North, Range 43 West of the Fifth Principal Meridian in Becker County, Minnesota. The centerline of said 24.00 foot wide driveway easement is described as follows:

Commencing at a found iron monument which designates Meander Corner No. 2 located on the east line of Government Lot 7 of Section 35 of said Township 140 North, Range 43 West; thence

chg
paid
well

North 02 degrees 15 minutes 46 seconds West 266.81 feet on an assumed bearing along the east line of said Government Lot 7 to a found iron monument; thence continuing North 02 degrees 15 minutes 46 seconds West 26.24 feet along the east line of said Government Lot 7 to the point of beginning of the centerline to be described; thence North 45 degrees 36 minutes 48 seconds East 76.43 feet; thence North 21 degrees 14 minutes 44 seconds East 58.48 feet; thence North 29 degrees 24 minutes 34 seconds East 70.75 feet; thence North 46 degrees 39 minutes 28 seconds East 37.58 feet to the southerly line of an existing public road and said centerline there terminates. The sidelines of said 24.00 foot wide driveway easement shall be prolonged or shortened to terminate on the east line of said Government Lot 7 and on the southerly line of said existing public road.

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: NONE

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: none
- (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 \$66,000.00, and as for the purchase price for the Property, payable as follows:

\$13,000.00 down payment, the receipt of which is hereby acknowledged;

The balance of \$53,000.00 by Minnesota Uniform Contract for Deed Blank, between Seller and Buyer, payable in installments of \$349.78 per month or more at the option of the Buyer, including interest at the rate of 5 per cent per annum computed on unpaid balances. Interest shall begin on March 20, 2015, first payment shall be due and payable on April 15, 2015 and subsequent payments shall be due and payable on 15th day of each succeeding month, 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 March 15, 2018. The final payment is 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 2016, 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 insured 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:

Allen R. Hooser
Allen R. Hooser, Trustee

Yvonne M. Hooser
Yvonne M. Hooser, Trustee

STATE OF MINNESOTA)
COUNTY OF Becker)ss

BUYERS:

Dustin N. Holte
Dustin N. Holte

Angie M. Holte
Angie M. Holte

The foregoing instrument was acknowledged before me this 13 day of March, 2015, by Allen R. Hooser and Yvonne M. Hooser, co-trustees U/D/T dated February 5, 1997 aka Hooser Family Living Trust under agreement dated February 5, 1997, Sellers.



Roxanne M. Riewer
NOTARY PUBLIC
My Commission Expires: 1-31-18

STATE OF MINNESOTA)
COUNTY OF Becker)ss

The foregoing instrument was acknowledged before me this 13 day of March, 2015, by Dustin N. Holte and Angie N. Holte, husband and wife, Purchasers.



Roxanne M. Riewer
NOTARY PUBLIC
My Commission Expires: 1-31-18
Tax Statements for the real property described in this instrument should be sent to:

This instrument was drafted by:

Becker County Title Services, Inc.
PO Box 376
Detroit Lakes, MN 56502
BCTS: 29876

Dustin N. Holte
Angie N. Holte
3760 8 1/2 Ave SE
Jamestown, ND 58401

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 PURCHASER(S) TO A CIVIL PENALTY EQUAL TO TWO PERCENT (2%) OF THE PRINCIPAL AMOUNT OF THE CONTRACT DEBT.



COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

Phone: 218-846-7314 ~ Fax: 218-846-7266

BOARD OF ADJUSTMENT NOTICE OF PUBLIC HEARING

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

Thursday, September 14, 2017 @ 7:00 P.M.

Commissioner's Room-Becker County Courthouse
Detroit Lakes, MN. 56501

APPLICANT: Randall & Cynthia Henriksen
1312 110th St S
Glyndon, MN 56547

Project Location: 11706 Co Hwy 11

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct a detached garage 7 feet from the road right of way, deviating from the required setback of forty-five (45) feet from the right of way for a county highway.

LEGAL LAND DESCRIPTION: Tax ID number: 170349000 Big Cormorant

PT LOT 2 BEG 40' SE & 425' NE OF NE COR L1 PIKE BAY SHORES TH NE 70' SW 173.82' SW 65' AL LK & NE 146.93' TO BEG; Section 30, TWP 138, Range 42, Lake Eunice Township.

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

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.**



BECKER COUNTY PLANNING & ZONING

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

VARIANCE APPLICATION

PARCEL	
APP.	Variance
YEAR	
SCANNED	

PROPERTY OWNER INFORMATION (as it appears on tax statement, purchase agreement or deed)

First name(s) Randall + Cynthia Last Name Henriksen
Mailing Address 1312 110th St. S City, State, Zip Glyndon, MN 56547
Phone Number 701-219-9126 Project Address: 11706 Co Hwy 11
Parcel number(s) of property: 17.0349.000 Sect - Twp - Range: Audubon, MN 56511
Township Name: Lake Eunice Legal Description: See attached deed.

Why is the variance being requested? (Mark all sections that apply)

- ☒ Setback Issues ☒ Lot size not in compliance with minimum standards
☐ Alteration to non-conforming structure ☐ Topographical Issues (hills, slopes, bluffs, wetlands)
☐ Other

Please provide a brief description detailing the above variance request:

Requesting a variance to tear down & replace an existing detached garage 7' from Road Right of way (Pin) which is the exact location it is sitting now and was permitted in 1976. We want to increase the size by 168 sf going towards the lot line, not the road and add sleeping quarters above. We would remove an existing 372 sf concrete patio on

What are you applying for less than the minimum distance (setback) from? lake side to decrease impervious lot coverage.

Setback must include decks and patios, current and proposed.

- ☐ Ordinary High Water Mark (OHWM) Proposed Distance (setback) _____ feet
☐ Lot Line Proposed Distance (setback) _____ feet
☒ Road Right of Way (ROW) Proposed Distance (setback) 7' feet
Type of Road [] Township ☒ County [] State
☐ Crest of bluff Proposed Distance (setback) _____ feet
☐ Impervious Surface Coverage Proposed Impervious Lot Coverage _____ sq ft %

Was the lot recorded prior to 1971?

☒ Yes

☐ No

Was the lot recorded between 1971 & 1992?

☐ Yes

☒ No

Was the lot recorded after 1992?

☐ Yes

☒ No

Will this be a new lot split?

☐ Yes

☒ No

What is the current square footage of the structure? 672 sf

What is the proposed addition square footage? 840 sf

What is the current height of the structure? 16'

What is the proposed height of the structure? 22'

Is there a basement to the structure? NO

Will the proposed addition have a basement? NO

Will the roofline of the existing structure be changed? yes - Tear down.

Will the main structural framework of the structure be altered? yes - Tear down

What is the current percentage of lot coverage? 26.2%

What is the proposed percentage of lot coverage? 23.8%



OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

- ✓ 1. A copy of the deed from the Recorder's Office;
✓ 2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings;
✓ 3. Non-refundable filing fee of \$326.00. **Make check payable to Becker County Zoning.**
4. Is the variance request after the fact? [] Yes [X] No
If yes, after the fact application fee is an additional \$600.00.

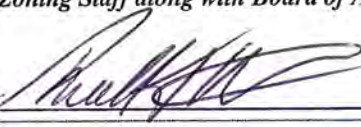
Please answer the following questions as they relate to your specific variance request:

- 1) In your opinion, is the Variance in harmony with the purposes and intent of the ordinance?
Yes (X) No () Why or why not?
we would be replacing it in the same location that it was approved for in 1976. We will also be removing a concrete patio to bring down the lot coverage 9%.
- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes (X) No () Why or why not?
Replacing the garage would not impact the environment of the lot at all, due to the fact that the existing garage has been there for 40 years and been fine.
- 3) In your opinion, does the proposal put property to use in a reasonable manner?
Yes (X) No () Why or why not?
the garage is just replacing an existing one with some expansion, but is still meeting the 100' from the other, and all lot line setbacks.
- 4) In your opinion, are there circumstances unique to the property?
Yes (X) No () Why or why not?
It is a substandard size lot.
- 5) In your opinion, will the variance maintain the essential character of the locality?
Yes (X) No () Why or why not?
this neighborhood is mainly residential use and replacing this garage will not change that use.

The Board of Adjustments must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the County and other applicable ordinances.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. Planning and Zoning Staff along with Board of Adjustment Members may visit my property to review submitted plan requests.

Applicant's Signature: 

Date: 8/10/17

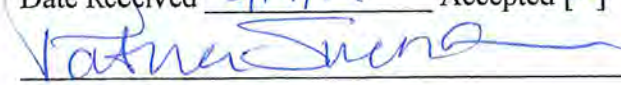
(Office Use)

Date Received 8/14/17

Accepted [X]

Incomplete Application []

Date 8/15/17


Zoning Administrator



Application for Site Permit
Becker County Planning and Zoning
915 Lake Ave, Detroit Lakes, MN 56501
Phone: 218-846-7314 Fax: 218-846-7266
www.co.becker.mn.us

PARCEL	
APP	SITE
YEAR	
SCANNED	

Property will be staked by _____
Date: _____

Please Print or Type All Information

Parcel Number (s) 17.0349.000 Property (E911) Address 11706 CO Hwy 11, Audubon, MN 56511 Legal Description see attached Deed. Long one.

Lake/River Name	Lake/River Class	Township Name	Section	TWP No.	Range
Big Cormorant	RD	Lake Eunice	30	138	42

Property Owner Last Name First Name Mailing Address Phone 701-219-9126
Henriksen, Randall + Cynthia 1312 110th St. S. 849-4834 - Joyce
Contractor Name Lic # Randy Barta Glyndon, MN 56547 701-371-8191
construction Inc. Randy Barta

Proposed Project (Check those that apply)

<input type="checkbox"/> New Dwelling	<input checked="" type="checkbox"/> Addition to Dwelling	<input checked="" type="checkbox"/> Replace	<input type="checkbox"/> Mobile/Manfac. Home
<input type="checkbox"/> Attached Garage	<input checked="" type="checkbox"/> Detached Garage	<input type="checkbox"/> Replacement Dwelling*	<input type="checkbox"/> Storage Structure
<input type="checkbox"/> Stairway	<input checked="" type="checkbox"/> Deck <u>balcony deck</u>	<input type="checkbox"/> Recreational Unit	<input type="checkbox"/> Addition to Non-dwelling
<input type="checkbox"/> Fence	<input type="checkbox"/> Other	<input type="checkbox"/> Non Conforming Replacement (identify)	<input type="checkbox"/> Water Oriented Structure

*Existing Dwelling to be removed prior to construction Fall 2017

Onsite Water Supply ☒ Deep Well ☐ Shallow Well Well Depth _____
MN Rules Chapter 4725 (MN well code) requires a 3' minimum structure setback to well

Onsite Sewage Treatment System proposed new w/Dewey's
Type of System Holding Tank Date of Installation '70's Last Date Certified ZONING
Must have current certificate of compliance on septic system prior to issuance of a permit

Lot Information Shoreland ☒ Riparian ☐ Non Riparian Non Shoreland _____

Lot Area 10,825 sq ft or _____ acres Water Frontage 65' ft Bluff ☐ Yes ☒ No

Impervious coverage refers to anything water cannot pass through. Structures, areas covered by a roof, concrete, asphalt, Class 5, sidewalks, patio pavers, etc. should all be included in this calculation. Decks should be included in this calculation if they have plastic underlayment or impervious surface underneath. Anytime you exceed 15% lot coverage a stormwater management plan and/or mitigation is required. **INCLUDE PROPOSED STRUCTURES IN CALCULATION.**

Please Note: Unless otherwise provided, a minimum of a 12 foot wide driveway from the nearest road right of way to the proposed structure must be included in both your plan and impervious surface calculation.

Impervious Surface	Dimensions	Sq. Footage	Impervious Surface	Dimensions	Sq. Footage
On property			On property		
Ex: Patio	10 x 12	120			
DRIVEWAY Asphalt	—	380	Sidewalk	3 x 30	90
New garage	28 x 30	840	House	—	981
Apron	10 x 28	280			
			Total Impervious Material		

Impervious Lot Coverage $\frac{2,571}{10,825} \times 100 = 23.8\%$

Topographical Alteration/Earth moving

() None ☒ 10 cubic yards or less () 11–50 cubic yards () over 50 cubic yards
Project over 50 cubic yards a storm water management plan must be included.

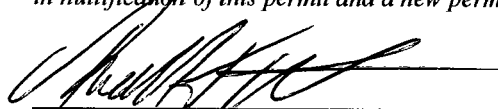
Characteristics of Proposed Dwelling/Dwelling Additions/Attached Garage/Decks		Cost of Project
<input type="checkbox"/> Dwelling ____ ft by ____ ft <input type="checkbox"/> Attached Garage ____ ft x ____ ft <input checked="" type="checkbox"/> Deck/Patio ____ ft x ____ ft <input type="checkbox"/> Addition to existing ____ ft x ____ ft		\$ _____
Outside Dimension	Setback to Side Lot Line ____ ft & Rear Lot Line ____ ft	Setback to Road Right of Way ____ ft
Setback to Bluff	Type of road _____	
Setback to Wetland	Is wetland protected <input type="checkbox"/> Yes <input type="checkbox"/> No	
Setback to OHW (straight horizontal distance)	Elevation above OHW (Straight vertical distance) _____	
Setback to septic tank	Setback to drainfield _____	
Total No. Bedrooms	Maximum height proposed	# of Stories
Roof Change <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Basement <input type="checkbox"/> Yes <input type="checkbox"/> No	Walkout Basement <input type="checkbox"/> Yes <input type="checkbox"/> No

Characteristics of Proposed Non Dwelling/Non Dwelling Additions/Detached Garages/Storage Sheds		Cost of Project
<input checked="" type="checkbox"/> Garage <u>28</u> ft by <u>30</u> ft <input type="checkbox"/> Storage Shed ____ ft x ____ ft <input type="checkbox"/> Fence ____ ft long x ____ high <input checked="" type="checkbox"/> Other <u>balcony 10 ft x 20 ft</u> Outside Dimension <input type="checkbox"/> Addition to existing structure ____ ft x ____ ft (-) Fence ____ ft x ____ ft		<u>deck on garage</u>
Setback to Lot Line <u>8'</u> ft & Rear Lot Line ____ ft	Setback to Road Right of Way <u>7'</u> ft	<u>\$ 28,700</u>
Setback to Bluff	Type of road <u>County</u>	
Setback to Wetland	Is wetland protected <input type="checkbox"/> Yes <input type="checkbox"/> No	
Setback to OHW (straight horizontal distance) <u>100'</u>	Elevation above OHW (Straight vertical distance) _____	
Setback to septic tank <u>10'</u>	Setback to drainfield	
Roof Change <input type="checkbox"/> Yes <input type="checkbox"/> No	Maximum height proposed <u>22'</u>	# of Stories <u>1 1/2</u>
Bathroom proposed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Sleeping Quarters proposed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
*Garages and storage sheds cannot contain amenities for independent human habitation		

Characteristics of Proposed Water Oriented Structure*	Cost of Project \$
<input type="checkbox"/> Stairway <input type="checkbox"/> Deck <input type="checkbox"/> Boathouse <input type="checkbox"/> Screen Porch <input type="checkbox"/> Gazebo <input type="checkbox"/> Storage Structure	_____
Outside Dimension ____ ft by ____ ft	Sq ft _____
Setback to Lot Line ____ ft & ____ ft	Setback to Bluff _____
Setback to OHW (straight horizontal distance)	Elevation above OHW (Straight vertical distance) _____
Setback to septic tank	Setback to drainfield _____
Maximum height proposed	
*Sleeping facilities or water supplies are not permitted in these structures	

THIS IS A SITE PERMIT ONLY AND DOES NOT CONSTITUTE A BUILDING PERMIT
AS SET FORTH IN MN STATE STATUTES.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. I also understand that, once issued, a permit is valid for a period of one (1) year from the date of issuance and that Planning and Zoning Staff may visit my property to ensure compliance. If my property is located within the shoreland district, I understand that it is my responsibility to inform the Planning & Zoning Office once the building footings have been constructed. A Site Permit may be revoked at any time upon violation of said Ordinances and approved setbacks. Any changes to this site permit results in nullification of this permit and a new permit will have to be obtained.


Signature

8/10/17
Date



COUNTY OF BECKER

Planning and Zoning

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

Authorized Agent Form

1. Form must be legible and completed in ink.
2. Check appropriate box(es). Write any specific restrictions on the checked item in the space provided (e.g. "garage site permit" or "valid only on permit applications submitted between 06/01/20XX and 08/01/20XX"). If you want your agent to represent you on a conditional use or variance application and also be authorized to obtain the related permit(s), be sure to check and complete the "permit application" item as well. If an item's box is checked and the accompanying space is left blank, the authorization granted on that item is valid for a period of one year from the date of signature on this form until Becker County Planning and Zoning receives signed, written notification from the property owner(s) stating otherwise or the property's ownership changes.

I (we), Randall & Cynthia Henriksen hereby authorize Joyce Holm & Randy Barta to act
(landowner-print name) (agent-print name)
as my (our) agent on the following item(s): appropriate box(es)

☒ permit application (write in permit "type" – e.g. site septic, etc.): _____

☐ plat application: _____

☐ conditional use application: _____

☒ variance application: _____

☐ other: _____

on my (our) property located at:

Tax Parcel Number(s): 17.0349.000 Physical Site Address: 11706 Co Hwy 11
Audubon, MN 56511

Legal Description: See attached legal

Section: 30 Township: 138 Range: 42 Lot: _____ Block: _____ Plat Name: _____

Agent Contact Information Randy Barta Construction INC

Agent address: 5112 110th St. S. Glyndon MN 56547
Street City State Zip Code

Agent phone #(s): 701-371-8191 Agent fax #: —

Agent email address: bartaman@loretel.net

[Signature]
Property Owner(s) Signature(s)

8/10/17
Date

State of Minnesota
County of Becker

On this _____ day of _____ before me personally appeared _____ to me
known to be the person(s) described in and who executed the foregoing instrument; and acknowledged that
_____ executed the same as _____ free act and deed.

(Notary Stamp)

Notary Public

Office Use Only:

Date received: _____ Expiration Date: _____

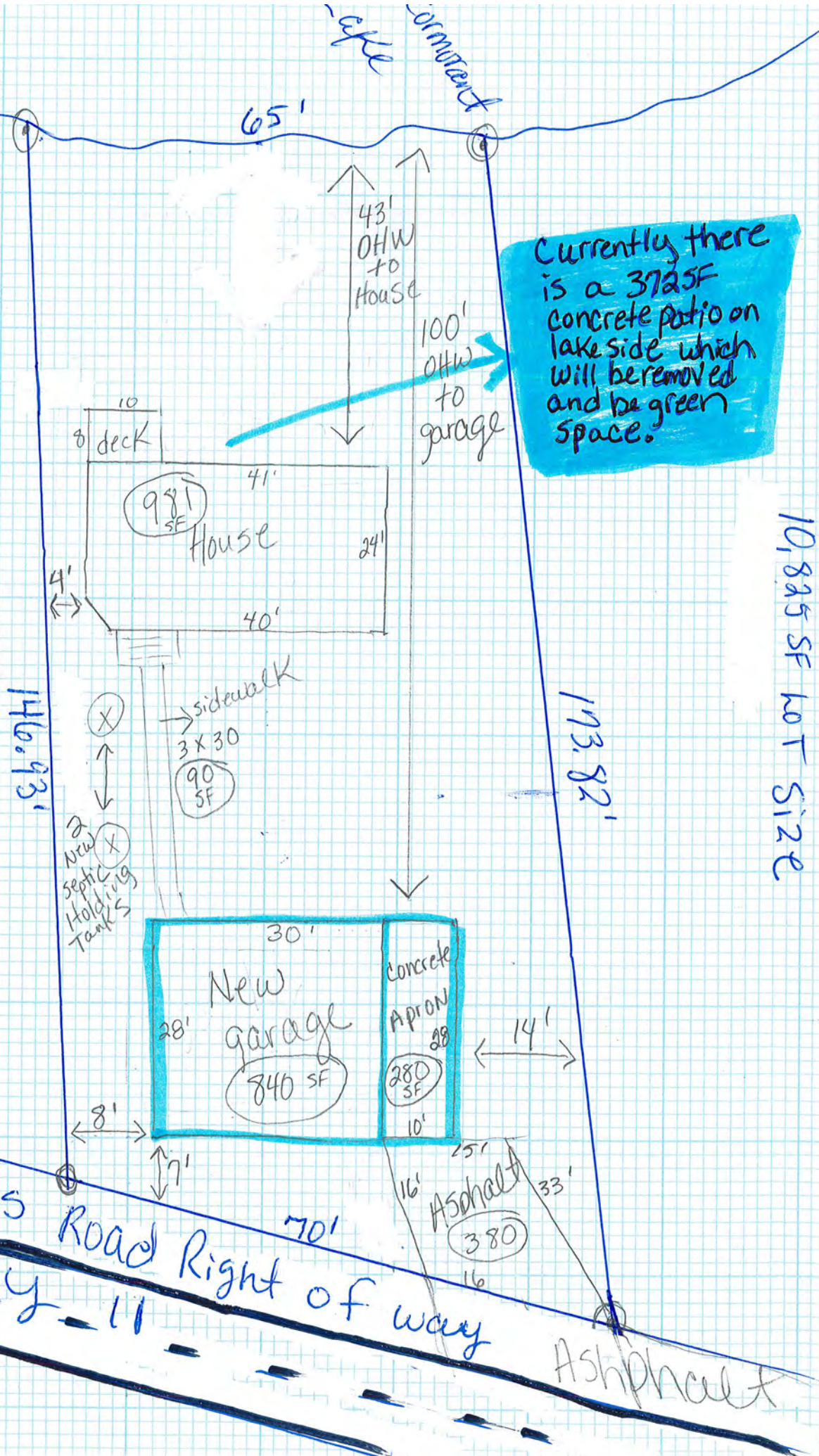
Proposed PLAN

House 981
Sidewalk 90
Garage 840
Apron 280
Asphalt 380

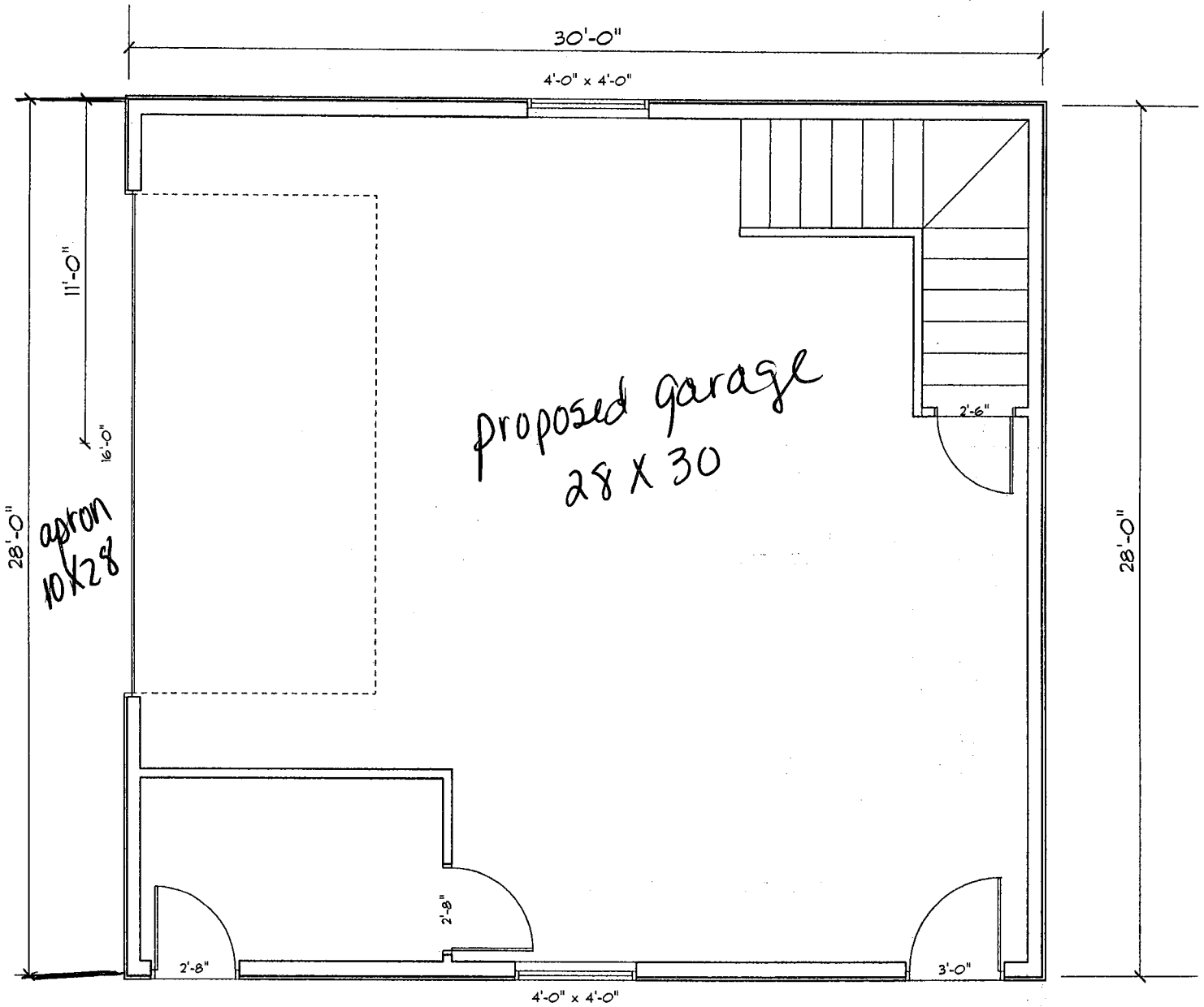
imperious 2,571 SF

23.8 %
Lot coverage

Currently there
is a 3725F
concrete patio on
lake side which
will be removed
and be green
space.



10,825 SF lot size



Permit From 1976

BECKER COUNTY

BP No.

Building Permit No. BP No. 10-6161-34

Location: Lake No. 576 Sec. 30 Twp. 42 Range 122 Twp. Name LAKE HUNICE

NE COR LOT 1 PIKE BAY SHORES, E 40 FT E 425 FT TO BECK., E 701 FT SW 1473:02 FT TO LAKE, TH 65 FT AT LAKE NO. REC.

Issued SEPT. 29 19 76, To KATHY HIG

Work Authorized

New garage, 24x28 ft., wood frame, one story. lot area is 11,000 sq. ft., water frontage is 65 ft., building set back from high water mark is 100 ft., 60 ft. from centerline of road, side yard is 6'5" and over 10 ft., building will be located 10-15 ft. from septic tank.

NOTE: This card must be placed in a conspicuous place not more than 12 feet above grade on the premises on which work is to be done, and must be maintained there until completion of such work. Notify Becker County Zoning Administrator when building footings have been completed.

[Signature]

BECKER COUNTY, MINNESOTA
Board of County Commissioners



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.

1:796

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

Date: 7/25/2017

Becker County



622730

**CERTIFICATE OF REAL
ESTATE VALUE FILED #011475**

No delinquent taxes and transfer entered
this 20th day of Feb, 2015

Mary Hendrickson
Becker County Auditor/Treasurer

By [Signature] Deputy

17.0349.000

BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 622730

February 20, 2015 at 2:10 PM
I hereby certify that the within
instrument was recorded in this office.
Patricia Swenson, County Recorder
By JD Deputy

5-M WARRANTY DEED
Individual(s) to Joint Tenants

chg
paid
well

STATE DEED TAX DUE HEREON: \$ 1,122.00

eCRV # 314937

Date: February 17, 2015

Parcel # 17.0349.000

FOR VALUABLE CONSIDERATION, **Merlyn K. Petermann and Ginger Petermann**, husband and wife, Grantor(s), hereby convey(s) and warrant(s) to **Randall J. Henriksen and Cynthia J. Henriksen**, Grantees, as joint tenants, real property in Becker County, Minnesota, described as follows:

From the northeast corner of Lot One (1) of Pike Bay Shores Subdivision of Government Lot Two (2) of Section Thirty (30), Township One Hundred Thirty-eight (138) North, Range Forty-two (42) West of the Fifth Principal Meridian bear South 65 degrees 59 minutes East a distance of 40.00 feet; thence bear North 17 degrees 18 minutes East a distance of 425.00 feet to the point of beginning of the tract of land herein described; thence North 17 degrees 18 minutes East a distance of 70.00 feet; thence South 81 degrees 36 minutes West a distance of 173.82 feet, more or less, to a point of intersection with the east shoreline of Cormorant Lake; thence Southwesterly along said east shoreline a distance of 65.00 feet, more or less, to a point of intersection with a line which bears North 82 degrees 19 minutes 15 seconds East and passes through the point of beginning; thence North 82 degrees 19 minutes 15 seconds East a distance of 146.93 feet, more or less, to the point of beginning.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Covenants, Easements and Restrictions of Record, if any.

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 have not changed since the last previously filed well disclosure certificate.

BECKER COUNTY DEED TAX
AMT. PD. \$ 1122.00
Receipt # 58241616
Becker County Auditor/Treasurer

5-M WARRANTY DEED
Individual(s) to Joint Tenants

Merlyn K. Petermann

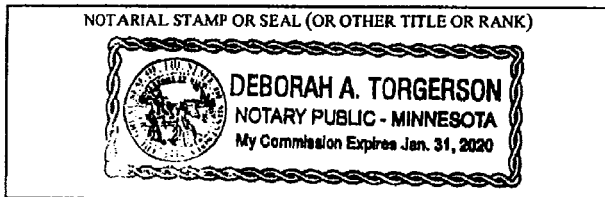
Merlyn K. Petermann

Ginger Petermann

Ginger Petermann

STATE OF MINNESOTA)
)ss.
COUNTY OF Becker)

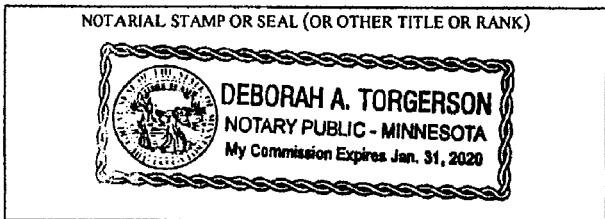
The foregoing instrument was acknowledged before me on this 17 day of February, 2015, by Merlyn K. Petermann husband of Ginger Petermann, Grantor(s).



Deborah A. Torgerson
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

STATE OF MINNESOTA)
)ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me on this 17 day of February, 2015, by Ginger Petermann, wife of Merlyn K. Petermann Grantor(s).



Deborah A. Torgerson
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for the real property described in this instrument should be sent to
(include name and address of Grantee):

5-M WARRANTY DEED

Individual(s) to Joint Tenants

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Becker County Title Services, Inc.

828 Minnesota Avenue

To: Detroit Lakes, MN 56501

Order No.: 29807 dat/ 9/8

Randall J. Henriksen

Cynthia J. Henriksen

1312 110th St. South

Glyndon, MN 56547

Becker County
Auditor-Treasurer Office
915 Lake Avenue
Detroit Lakes, MN 56501
218-846-7311
www.co.becker.mn.us

PIN: 17.0349.000 AIN:
BILL NUMBER: 1081771
LENDER:
OWNER NAME: HENRIKSEN RANDALL J

TAXPAYER(S):

RANDALL J HENRIKSEN & CYNTHIA J HENRIKSE
1312 110TH ST S
GLYNDON MN 56547

\$\$\$

REFUNDS?
You may be eligible
for one or even two
refunds to reduce
your property tax.
Read the back of
this statement to
find out how to
apply

PROPERTY ADDRESS
11706 CO HWY 11
AUDUBON, MN 56511

DESCRIPTION
Acres: 0.23 Section 30 Township 138
Range 042
PT LOT 2 BEG 40' SE & 425' NE OF

Line 13 Detail
S-1010/15 SOLIC 40.00
Principal 40.00
Interest 0.00

TAX STATEMENT

2017

2016 Values for taxes payable in

	VALUES AND CLASSIFICATION	
	2016	2017
Step 1	Taxes Payable Year:	
	Estimated Market Value:	318,400 306,900
	Homestead Exclusion:	0 0
	Taxable Market Value:	318,400 306,900
	New Improvements	
	Expired Exclusions:	
	Property Classification:	Seasonal Seasonal
	<i>Sent in March 2016</i>	
Step 2	PROPOSED TAX	
	<i>Sent in November 2016</i>	
		2,664.00
Step 3	PROPERTY TAX STATEMENT	
	First half taxes due 05/15/2017	\$1,349.00
	Second half taxes due 10/15/2017	\$1,349.00
	Total taxes due in 2017	\$2,698.00

Tax Detail for Your Property:			
Taxes Payable Year:		2016	2017
Tax and Credits	1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	\$0.00
	2. Use these amounts on Form M1PR to see if you are eligible for a special refund.	\$0.00	\$0.00
	3. Property taxes before credits	\$2,726.00	\$2,658.00
	4. Credits that reduce property taxes		
	A. Agricultural market value credit	\$0.00	\$0.00
	B. Other credits	\$0.00	\$0.00
	5. Property taxes after credits	\$2,726.00	\$2,658.00
Property Tax by Jurisdiction	6. BECKER COUNTY	A. County	\$1,230.86 \$1,223.53
	7. LAKE EUNICE		\$331.98 \$368.70
	8. State General Tax		\$577.28 \$544.75
	9. SCHOOL DISTRICT 2889		\$353.94 \$349.50
		A. Voter approved levies	\$154.05 \$95.95
		B. Other local levies	\$5.14 \$7.34
		C. TIF	\$72.75 \$68.23
	10. Special Taxing Districts		\$0.00 \$0.00
	11. Non-school voter approved referenda levies		\$0.00 \$0.00
	12. Total property tax before special assessments		\$2,726.00 \$2,658.00
	13. Special assessments		\$40.00 \$40.00
	14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		\$2,766.00 \$2,698.00
	Tax Amount Paid		\$0.00

2

2nd Half Payment Stub - Payable 2017

Detach and return this stub with your 2nd half payment.
To avoid penalty, pay on or before October 15, 2017.

PIN: 17.0349.000
AIN:
BILL NUMBER: 1081771
TAXPAYER(S):

RANDALL J HENRIKSEN & CYNTHIA J HENRIKSE
1312 110TH ST S
GLYNDON MN 56547

Paid By _____

MAKE CHECKS PAYABLE TO:

Becker County
Auditor-Treasurer Office
915 Lake Avenue
Detroit Lakes, MN 56501

Total Property Tax for 2017 \$2,698.00
2nd Half Tax Amount \$1,349.00
Penalty, Interest, Fee Amount \$0.00
Amount Paid \$0.00
2nd Half Total Amount Due \$1,349.00
Balance Good Through 10/15/2017
Seasonal

1

1st Half Payment Stub - Payable 2017

Detach and return this stub with your 1st half payment.
To avoid penalty, pay on or before May 15, 2017.
If your tax is \$100.00 or less, pay the entire tax by May 15, 2017.

PIN: 17.0349.000
AIN:
BILL NUMBER: 1081771
TAXPAYER(S):

RANDALL J HENRIKSEN & CYNTHIA J HENRIKSE
1312 110TH ST S
GLYNDON MN 56547

Paid By _____

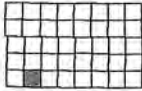
MAKE CHECKS PAYABLE TO:

Becker County
Auditor-Treasurer Office
915 Lake Avenue
Detroit Lakes, MN 56501

Total Property Tax for 2017 \$2,698.00
1st Half Tax Amount \$1,349.00
Penalty, Interest, Fee Amount \$0.00
Amount Paid \$0.00
1st Half Total Amount Due \$1,349.00
Balance Good Through 05/15/2017
Seasonal



A Marketing Company
"Serve, Connect and Celebrate
Our Community"
1340 Richwood Rd.
Detroit Lakes, MN 56501
Phone: 218-847-5624

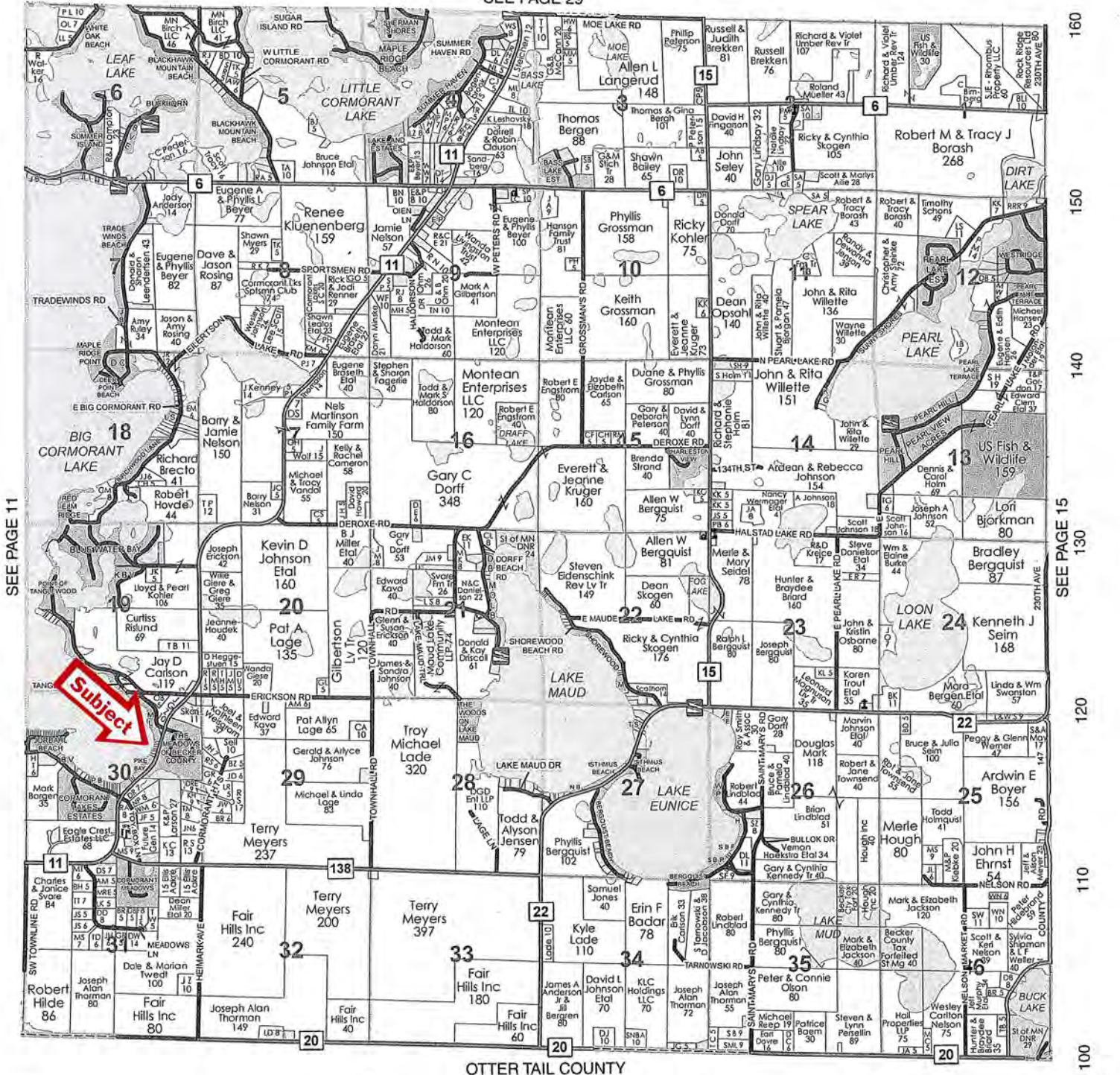


Lake Eunice

Township 138N - Range 42W

Copyright © 2016 Mapping Solutions

SEE PAGE 29



SEE PAGE 11

160
150
140
130
120
110
100



Becker County



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.

Date: 8/29/2017

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

1:749



COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

Phone: 218-846-7314 ~ Fax: 218-846-7266

BOARD OF ADJUSTMENT

NOTICE OF PUBLIC HEARING

** HEARING DATE AND LOCATION **

Thursday, September 14, 2017 @ 7:00 P.M.

Commissioner's Room-Becker County Courthouse

Detroit Lakes, MN. 56501

APPLICANT: Marjorie & Donald McCullagh
3663 22nd St S
Fargo, ND 58104

Project Location: 11419 Lake Maud Dr

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct a deck forty-four (44) feet and construct a house fifty-five (55) feet from the OHW of the lake, deviating from the required setback of one hundred (100) feet from the OHW on a recreational development lake. Requesting a variance to construct an attached garage five (5) feet and a carport five (5) feet from the side property lines, deviating from the required setback of ten (10) feet from the side property line of a residential lot one hundred (100) feet wide or wider. All requests due to setback issues, lot size not in compliance with minimum standards, and topographical issues.

LEGAL LAND DESCRIPTION: Tax ID number: 170319000 Lake Maud
27-138-42 PT GOVT LOT 3: COMM SW COR SEC 27, N 2444.33', E 33', ELY 310' TO POB; N 129.75' TO LK MAUD, W AL LK 114.15', S 128.91' TO RD, SLY AL RD 201.33', SE 8.37', NE 23.96', N 149.65' TO POB.; Section 27, TWP 138, Range 42, Lake Eunice Township.

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

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.**



BECKER COUNTY PLANNING & ZONING

915 LAKE AVENUE, DETROIT LAKES, MN 56501

PHONE (218) 846-7314 - FAX (218) 846-7266

VARIANCE APPLICATION

PARCEL	
APP	Variance
YEAR	
SCANNED	

PROPERTY OWNER INFORMATION (as it appears on tax statement, purchase agreement or deed)

First name(s) Don & Mariorie Last Name McCullagh

Mailing Address 3663 22nd St. S. City, State, Zip Fargo, ND 58104

Phone Number 701.232.0337 (DM) ; 218.849.4834 (JH) Project Address: 11419 Lake Maud Dr.

Parcel number(s) of property: 17.0319.000 Sect - Twp - Range: 27-138-42

Township Name: Eunice\|\| Legal Description:

See attached deed

Why is the variance being requested? (Mark all sections that apply)

- ☒ Setback Issues ☒ Lot size not in compliance with minimum standards
☐ Alteration to non-conforming structure ☒ Topographical Issues (hills, slopes, bluffs, wetlands)
☐ Other

Please provide a brief description detailing the above variance request:

Remove an existing house, attached garage, and carport, and replace them with new. Request variances for 44' from lake to deck, 5' from one lot line to attached garage, and 5' from other lot line to car port, instead of the required 100' to lake and 10 off the lot lines.

What are you applying for less than the minimum distance (setback) from?

Setback must include decks and patios, current and proposed.

- ☒ Ordinary High Water Mark (OHWM) Proposed Distance (setback) 44' feet
☒ Lot Line (both) Proposed Distance (setback) 5' feet
☐ Road Right of Way (ROW) Proposed Distance (setback) feet
Type of Road [] Township [] County [] State
☐ Crest of bluff Proposed Distance (setback) feet
☐ Impervious Surface Coverage Proposed Impervious Lot Coverage sq ft
 %

Was the lot recorded prior to 1971?

X Yes No

Was the lot recorded between 1971 & 1992?

Yes X No

Was the lot recorded after 1992?

Yes X No

Will this be a new lot split?

Yes X No

What is the current square footage of the structure? house+garage=2344sf

What is the proposed addition square footage? house+garage sf = 26648sf

What is the current height of the structure? 16'

What is the proposed height of the structure? 26'

Is there a basement to the structure? no

Will the proposed addition have a basement? no

Will the roofline of the existing structure be changed? yes - tear down

Will the main structural framework of the structure be altered? yes-tear down

What is the current percentage of lot coverage? 27.8%

What is the proposed percentage of lot coverage? 24.9%



OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings;
3. Non-refundable filing fee of \$326.00. **Make check payable to Becker County Zoning.**
4. Is the variance request after the fact? [] Yes [X] No
If yes, after the fact application fee is an additional \$600.00.

Please answer the following questions as they relate to your specific variance request:

- 1) In your opinion, is the Variance in harmony with the purposes and intent of the ordinance?
Yes (X) No () Why or why not?
The proposed house & garage is being replaced in the same location, even with a little expansion we are able to bring down our impervious coverage by removing concrete and relocating the car port.
- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes (X) No () Why or why not?
Proposed structure is in compliance with set backs to the lake of surrounding structures, in keeping decks in line with the neighbors.
- 3) In your opinion, does the proposal put property to use in a reasonable manner?
Yes (X) No () Why or why not?
For topography reasons, placement of septic, and keeping in line with the neighbors. This property has been neglected for so long it is a definite eye sore and our proposal will be a definite improvement.
- 4) In your opinion, are there circumstances unique to the property?
Yes (X) No () Why or why not?
The lot begins to narrow at 128' back from the lake, going toward the road, ending up at 24' wide at the road. Also two difference tiers of landscaping with retaining walls already exist.
- 5) In your opinion, will the variance maintain the essential character of the locality?
Yes (X) No () Why or why not?
The surrounding neighborhood is residential use, and replacing this home would not change that.

The Board of Adjustments must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the County and other applicable ordinances.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. Planning and Zoning Staff along with Board of Adjustment Members may visit my property to review submitted plan requests.

Marjorie McCullagh

Applicant's Signature: _____

Digitally signed by Marjorie McCullagh
DN: cn=Marjorie McCullagh, o=Univ of Michigan, ou=School of Nursing, email=mcculla@umich.edu, c=US
Date: 2017.08.13 15:35:10 -04'00'

(Office Use)

Date Received _____ Accepted [] Incomplete Application [] Date _____

Zoning Administrator

August 10, 2017

Parcel #17.0319.000, Donald and Marjorie McCullagh

To: Board of Adjustment

We are requesting to replace an existing house and attached garage that was built in the 1950's and is beyond repair, with a new house and attached garage. We purchased the property in this condition in April of this year, 2017. We are requesting to construct the new house and garage in the same location, same layout except we would square off the house in the back corner which would increase the existing square footage of the house by 48sf and we would be lengthening the attached garage by 6' going towards the road to make it more of a standard size garage in length, increase would be 156sf. Therefore, we do not qualify for the State rule for the one-time re-do as is, with no expansion. With that being said, to replace this in same location we are requesting a variance to be 5' off the east lot line with the attached garage instead of the required 10' (which it is now 3'4" per survey) and a variance to be 44' to the deck from the OHW instead of the required 100' (which it is now 44' to the brick patio which we will remove and replace with decking).

Also, we are requesting to tear down an existing car port, 10x32, (320sf) and rebuild it in a new location on the lot where there is already an existing driving/parking surface 15x50 (750sf). This area is covered in pea rock and no vegetation grows through it, so therefore it goes against our impervious space. By rebuilding the car port in that location, it gives us 320sf of pervious space back and also the remainder of 430sf after building the carport we will turn into green space. Also, this gives us ample room to fit our new septic system in the car port's old location. We are requesting a variance to be 5' from the west lot line for this car port instead of the required 10' due to topography issues which will not allow us to be 10' without having to do a lot of reconstructing to the lay of the land. There are 3 tiers, or 3 different levels of land height on this property with some existing rock retaining walls which would be nice not to have to disturb.

This property is currently over the allowed lot coverage of 25%, it is at 27.8% lot coverage. By replacing the concrete and brick patios with decking and relocating the car port to an area that is already impervious, we are able to bring the lot coverage down to 24.9%.

Because this property has been neglected for so long, tearing down the existing house and garage and rebuilding them will be a definite improvement to this property and it's surroundings.

Thank you.

Authorized Agent Form

1. Form must be legible and completed in ink.

2. Check appropriate box(es). Write any specific restrictions on the checked item in the space provided (e.g. "garage site permit" or "valid only on permit applications submitted between 06/01/20XX and 08/01/20XX"). If you want your agent to represent you on a conditional use or variance application and also be authorized to obtain the related permit(s), be sure to check and complete the "permit application" item as well. If an item's box is checked and the accompanying space is left blank, the authorization granted on that item is valid for a period of one year from the date of signature on this form until Becker County Planning and Zoning receives signed, written notification from the property owner(s) stating otherwise or the property's ownership changes.

I (we), Donald & Marjorie McCullagh hereby authorize Joyce Holm to act
(landowner-print name) (agent-print name)
as my (our) agent on the following item(s): appropriate box(es)

☒ permit application (write in permit "type" – e.g. site, septic, etc.): site

☐ plat application: _____

☐ conditional use application: _____

☒ variance application: _____

☐ other: _____

on my (our) property located at:

Tax Parcel Number(s): 17.0319.000 Physical Site Address: 11419 Lake Maud OR.

Legal Description: E 115' of W 310' of Lot 3 N of Road... Detroit Lakes, mn
56501

Section: 27 Township: 138 Range: 42 Lot: _____ Block: _____ Plat Name: _____

Agent Contact Information

Agent address: 13600 E. Pearl Lake Rd Detroit Lakes mn 56501
Street City State Zip Code

Agent phone #(s): 218-849-4834 Agent fax #: _____

Agent email address: joyceholm@hotmail.com

Property Owner(s) Signature(s)

Date

State of Minnesota
County of Becker

On this _____ day of _____ before me personally

to me known to be the person(s) described in and who executed the

that _____ executed the same as _____

(Notary Stamp)

Notary Public

Office Use Only:

Date received: _____ Expiration Date: _____

Don will
sign

Characteristics of Proposed Dwelling/Dwelling Additions/Attached Garage/Decks**Cost of Project**

☒ Dwelling 1920 SF ☒ Attached Garage 26 ft x 28 ft \$ 140,000
 Outside Dimension ☒ Deck/Patio 12' ft x 21' ☐ Addition to existing _____ ft x _____ ft
2nd deck = 278 SF
 Setback to Side Lot Line 5' ft & Rear Lot Line _____ ft Setback to Road Right of Way 100(+) ft → county Road
 Setback to Bluff _____ Type of road 50(+) → township Road
 Setback to Wetland _____ Is wetland protected () Yes (X) No
 Setback to OHW (straight horizontal distance) 44' to deck Elevation above OHW (Straight vertical distance) _____
 Setback to septic tank 10' 55 to house Setback to drainfield 20'
 Total No. Bedrooms 3 Maximum height proposed 26' → vaulted ceiling # of Stories 1
 Roof Change () Yes () No crawl space
 Basement () Yes (X) No Walkout Basement () Yes (X) No

Characteristics of Proposed Non Dwelling/Non Dwelling Additions/Detached Garages/Storage Sheds

☒ Garage 10 ft by 32 ft ☒ Storage Shed 10 ft x 20 ft () Fence _____ ft long x _____ high ☒ Other sidewalk 3 ft x 26 ft
carport → Replace as is, no expansion
 Outside Dimension () Addition to existing structure _____ ft x _____ ft () Fence _____ ft x _____ ft
 Setback to Side Lot Line 5' → carport Setback to Road Right of Way 100(+) ft → county Road **Cost of Project**
 Setback to Bluff _____ Type of road 50(+) township Road \$ 7,000
 Setback to Wetland _____ Is wetland protected () Yes (X) No
 Setback to OHW (straight horizontal distance) 30' to shed Elevation above OHW (Straight vertical distance) _____
and 86' to carport
 Setback to septic tank 10' Setback to drainfield 20'
 Roof Change () Yes () No Maximum height proposed 12' # of Stories 1
 Bathroom proposed () Yes (X) No Sleeping Quarters proposed () Yes (X) No
 *Garages and storage sheds cannot contain amenities for independent human habitation

Characteristics of Proposed Water Oriented Structure***Cost of Project \$**

() Stairway () Deck () Boathouse () Screen Porch () Gazebo () Storage Structure
 Outside Dimension _____ ft by _____ ft Sq ft _____
 Setback to Side Lot Line _____ ft & _____ ft Setback to Bluff _____
 Setback to OHW (straight horizontal distance) _____ Elevation above OHW (Straight vertical distance) _____
 Setback to septic tank _____ Setback to drainfield _____
 Maximum height proposed _____

*Sleeping facilities or water supplies are not permitted in these structures

THIS IS A SITE PERMIT ONLY AND DOES NOT CONSTITUTE A BUILDING PERMIT
AS SET FORTH IN MN STATE STATUTES.

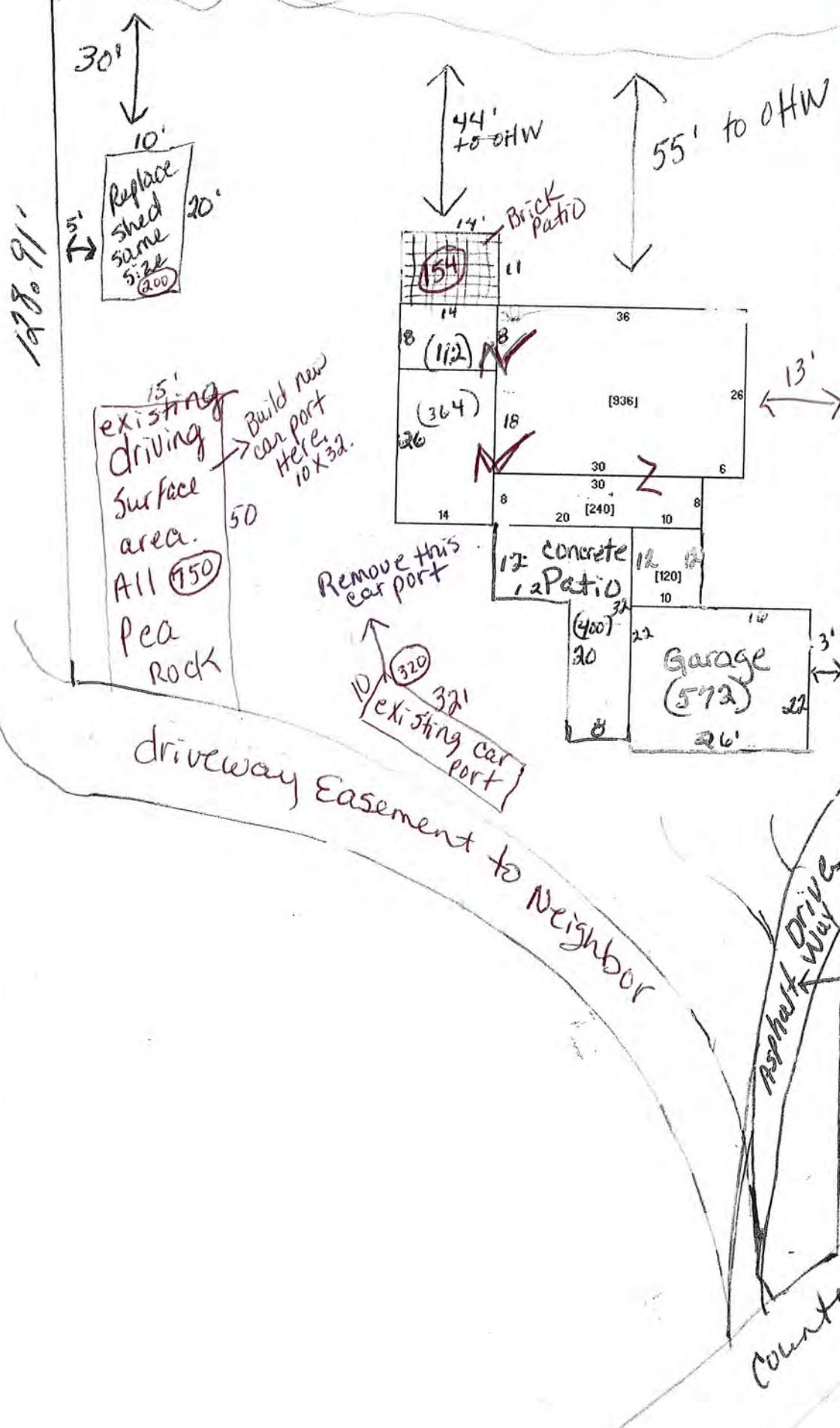
I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. I also understand that, once issued, a permit is valid for a period of one (1) year from the date of issuance. If my property is located within the shoreland district, I understand that it is my responsibility to inform the Planning & Zoning Office once the building footings have been constructed. A Site Permit may be revoked at any time upon violation of said Ordinances and approved setbacks. Any changes to this site permit results in nullification of this permit and a new permit will have to be obtained.

Signature

Date

Maud Lake

PRESENT
View



- impervious
- House 1772 SF
 - Att. garage 572 SF
 - conc. patio 400 SF
 - Brick Patio 154 SF
 - Asphalt Drive 2230 SF
 - Car Port 320 SF
 - Shed 200 SF
 - driving surface 750 SF

6,398 SF
27.8 %
Lot Coverage

driveway Easement to Neighbor

easement to this property here

County Hwy 22

Proposed Plan

Impervious

House	1920
Att. garage	728
Sidewalk	78
Storage shed	200
Car Port	320
conc. Apron	260
Asphalt	2,230

5,736 SF

24.9%
Lot Coverage

Existing shed to be replaced same place same size



Lake Macond DRIVE

CO. Hwy. 22

CERTIFICATE OF SURVEY

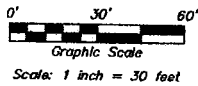
IN GOVERNMENT LOT 3
SECTION 27-138-42
BECKER COUNTY, MINNESOTA

NOTE: The purpose of this survey is to attach a 7,772 square foot tract onto the existing Ronald J. Peterson and Hadda Sather tract.

Orientation of bearing system is assumed.

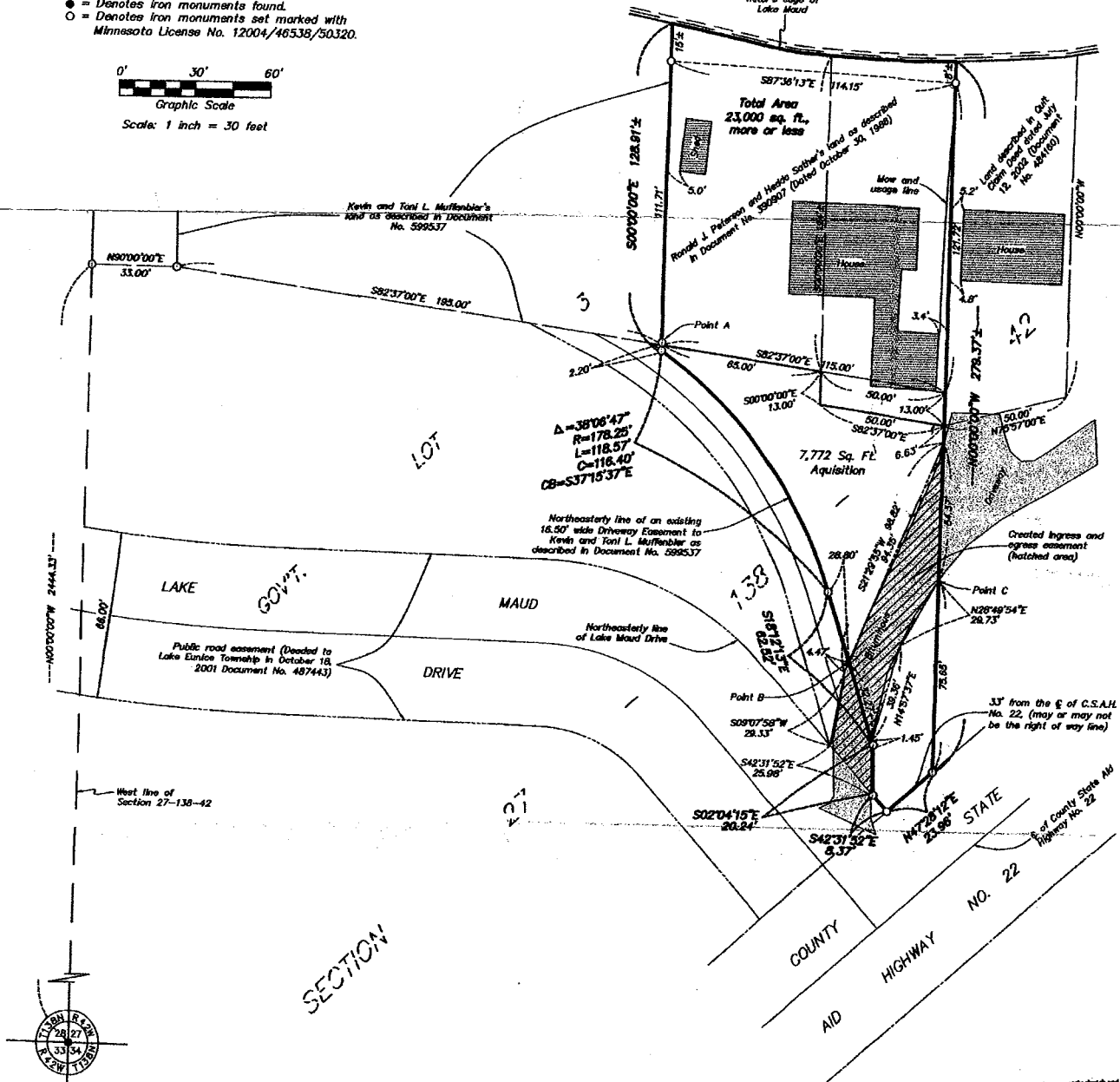
LEGEND

- = Denotes iron monuments found.
- = Denotes iron monuments set marked with Minnesota License No. 12004/46538/50320.



LAKE

MAUD



Southwest corner of Section 27-138-42

I hereby certify that I am a duly licensed surveyor in the State of Minnesota and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Date: 30th Nov 2016
Dylan Forsstad Skovs
County Zoning Administrator

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Date: November 23, 2016
12004/46538/50320
Licens #

MEADOWLAND SURVEYING, INC.
1118 HWY 59 SOUTH, DETROIT LAKES, MN 56501
OFFICE: 218-847-4289 FAX: 218-846-1945
EMAIL: frontdesk@meadowlandsurveying.com
www.meadowlandsurveying.com

CLIENT:
HEDDA SATHER
1210 48TH AVE S
FARGO, ND 58104

COMP FILE:	34SECTION(00000000)
CRD FILE:	34SECTION(00000000)
DWG FILE:	34SATHER_COS
COMP BY:	JPP
DRAWN BY:	JD



DRAWING NUMBER: T9099-15

641685

SURVEYORS SKETCH () NOT REQUIRED
(✓) FILED SURVEY BOOK 28 PAGE 65BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 641685

April 26, 2017 at 2:08 PM

I hereby certify that the within
instrument was recorded in this office.Patricia Swenson, County Recorder
By SKS Deputy**CERTIFICATE OF REAL
ESTATE VALUE FILED #014259**No delinquent taxes and transfer entered
this 26th day of April, 2017Mary E. Hendrickson
Becker County Auditor/TreasurerBy [Signature] Deputy17.0313.000 split17.0319.000I certify the taxes due in the current
tax year for the whole parcel are paid.Mary E. Hendrickson
Becker County Auditor/TreasurerBy [Signature] Deputy

BECKER COUNTY DEED TAX

AMT. PD. \$ 577.50Receipt # 1447003

Becker County Auditor/Treasurer

5-M WARRANTY DEED
Individual(s) to Joint Tenants

Becker County Recorder

Well Certificate Received April 25, 2017Patricia SwensonDeputy [Signature] Becker County Recorder

STATE DEED TAX DUE HEREON: \$ 577.50

Date: APRIL 21, 2017chg
paid
welleCRV # 645093

Parcel # 17.0319.000

FOR VALUABLE CONSIDERATION, **Hedda Sather**, a single person, **AND Ronald J. Peterson and Karen Peterson**, married to each other, Grantors, hereby conveys and warrants to **Donald McCullagh and Marjorie McCullagh**, Grantees, as joint tenants, real property in Becker County, Minnesota, described as follows:

That part of Government Lot 3 in Section 27, Township 138 North, Range 42 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:
Commencing at a found iron monument which designates the southwest corner of said Section 27; thence North 00 degrees 00 minutes 00 seconds West 2444.33 feet on an assumed bearing along the west line of said Section 27 to an iron monument; thence North 90 degrees 00 minutes 00 seconds East 33.00 feet to an iron monument; thence South 82 degrees 37 minutes 00 seconds East 195.00 feet to an iron monument hereinafter referred to as Point A; thence continuing South 82 degrees 37 minutes 00 seconds East 115.00 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds West 121.72 feet to an iron monument; thence continuing North 00 degrees 00 minutes 00 seconds West 8 feet, more or less, to the water's edge of Lake Maud; thence westerly along the water's edge of said Lake Maud to the intersection with a line which bears North 00 degrees 00 minutes 00 seconds West from said Point A; thence South 00 degrees 00 minutes 00 seconds East 15 feet, more or less, to an iron monument; thence continuing South 00 degrees 00 minutes 00 seconds East 111.71 feet to an iron monument at the aforementioned Point A; thence continuing South 00 degrees 00 minutes 00 seconds East 2.20 feet to an iron monument on the northeasterly line of a driveway easement to Kevin and Toni L. Muffenbier as described in Document No. 599537 which is on file and of record in the office of the Recorder in said County; thence southeasterly along the northeasterly line of said driveway easement on a curve concave to the southwest, having a central angle of 38 degrees 06 minutes 47 seconds and a radius of 178.25 feet, for a distance of 118.57 feet (chord bearing South 37 degrees 15 minutes 37 seconds East) to an iron monument; thence South 18 degrees 12 minutes 13 seconds East 28.80 feet continuing along the northeasterly line of said driveway easement to a point hereinafter referred to as Point B; thence continuing South 18 degrees 12 minutes 13 seconds East 33.72 feet along the northeasterly line of said driveway easement to an iron monument; thence South 02 degrees 04 minutes 15 seconds East 20.24 feet continuing along the northeasterly line of said driveway easement to an iron monument on the northeasterly line of Lake Maud Drive as described in Document No. 487443 which is on file and of record in the office of the Recorder in said County; thence South 42 degrees 31 minutes 52 seconds East 8.37 feet along the northeasterly line of said Lake Maud Drive to

BCTS 32316(7)

5-M WARRANTY DEED

Individual(s) to Joint Tenants

an iron monument; thence North 47 degrees 28 minutes 12 seconds East 23.96 feet to an iron monument; thence North 00 degrees 00 minutes 00 seconds West 75.65 feet to a point hereinafter referred to as Point C; thence continuing North 00 degrees 00 minutes 00 seconds West 74.00 feet to the point of beginning.

TOGETHER WITH and SUBJECT TO an easement for ingress and egress purposes over, under and across that part of the above tract and over, under and across that part of said Government Lot 3 described as follows:

Beginning at the aforementioned Point B; thence South 21 degrees 29 minutes 55 seconds West 4.47 feet; thence South 09 degrees 07 minutes 58 seconds West 29.33 feet to the northeasterly line of said Lake Maud Drive; thence South 42 degrees 31 minutes 52 seconds East 25.98 feet along the northeasterly line of said Lake Maud Drive to an iron monument; thence North 02 degrees 04 minutes 15 seconds West 20.24 feet to an iron monument; thence North 18 degrees 12 minutes 13 seconds West 1.45 feet; thence North 14 degrees 57 minutes 37 seconds East 39.36 feet; thence North 28 degrees 49 minutes 54 seconds East 29.73 feet to the aforementioned Point C; thence North 00 degrees 00 minutes 00 seconds West 54.37 feet; thence South 21 degrees 29 minutes 55 seconds West 94.35 feet to the point of beginning of said ingress and egress easement.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Covenants, Easements and Restrictions of Record, if any.

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.

☐

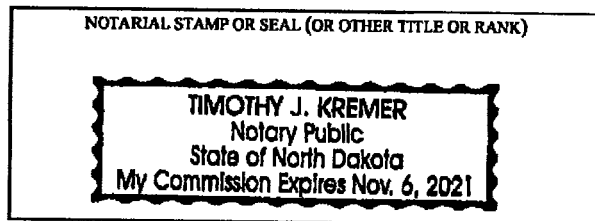
I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

S-M WARRANTY DEED
Individual(s) to Joint Tenants

Hedda Sather
Hedda Sather

NORTH DAKOTA
STATE OF ~~MINNESOTA~~) K
 CASS) ss.
COUNTY OF ~~BECKER~~)

The foregoing instrument was acknowledged before me on this 21 day of APRIL, 2017,
by Hedda Sather, a single person, Grantor.



Timothy J. Kremer
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for the real property described in this instrument should be sent to
(include name and address of Grantee):

5-M WARRANTY DEED
Individual(s) to Joint Tenants



Ronald J. Peterson

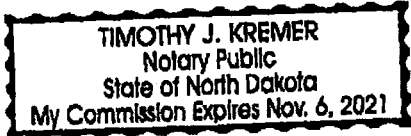


Karen Peterson

NORTH DAKOTA
STATE OF ~~MINNESOTA~~) J
 CASS) ss.
COUNTY OF ~~BECKER~~)

The foregoing instrument was acknowledged before me on this 21 day of APRIL, 2017,
by Ronald J. Peterson and Karen Peterson, married to each other, Grantors.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)


TIMOTHY J. KREMER
Notary Public
State of North Dakota
My Commission Expires Nov. 6, 2021



SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

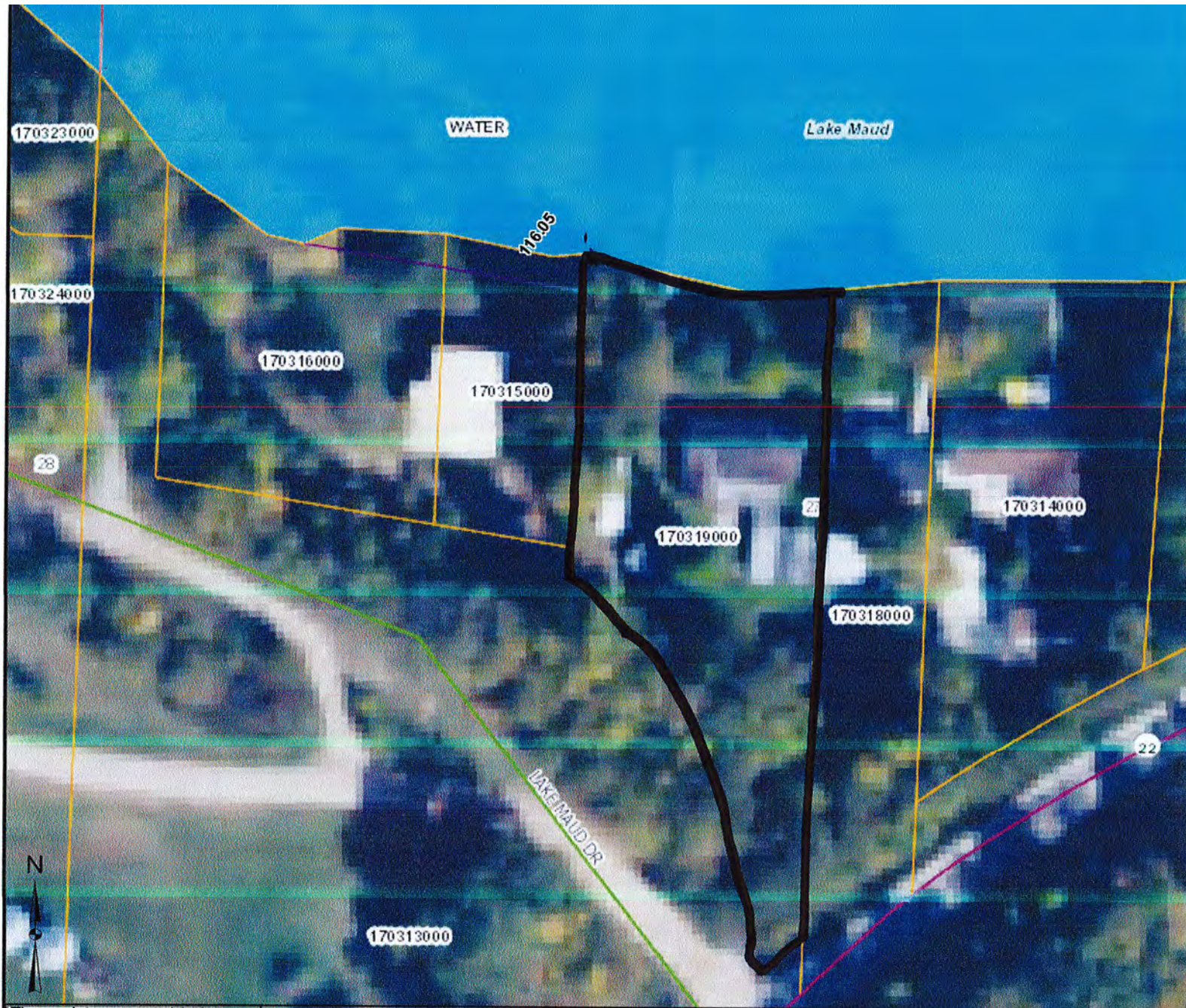
Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for the real property described in this instrument should be sent to
(include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Becker County Title Services, Inc.
828 Minnesota Avenue
Detroit Lakes, MN 56501
Order No.: 32316 rmr

Donald McCullagh
Marjorie McCullagh
3663 22ND ST SW
FARGO, ND 58104



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.

1:796

Date:

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

Roadside View
total replacement,
total tear down.

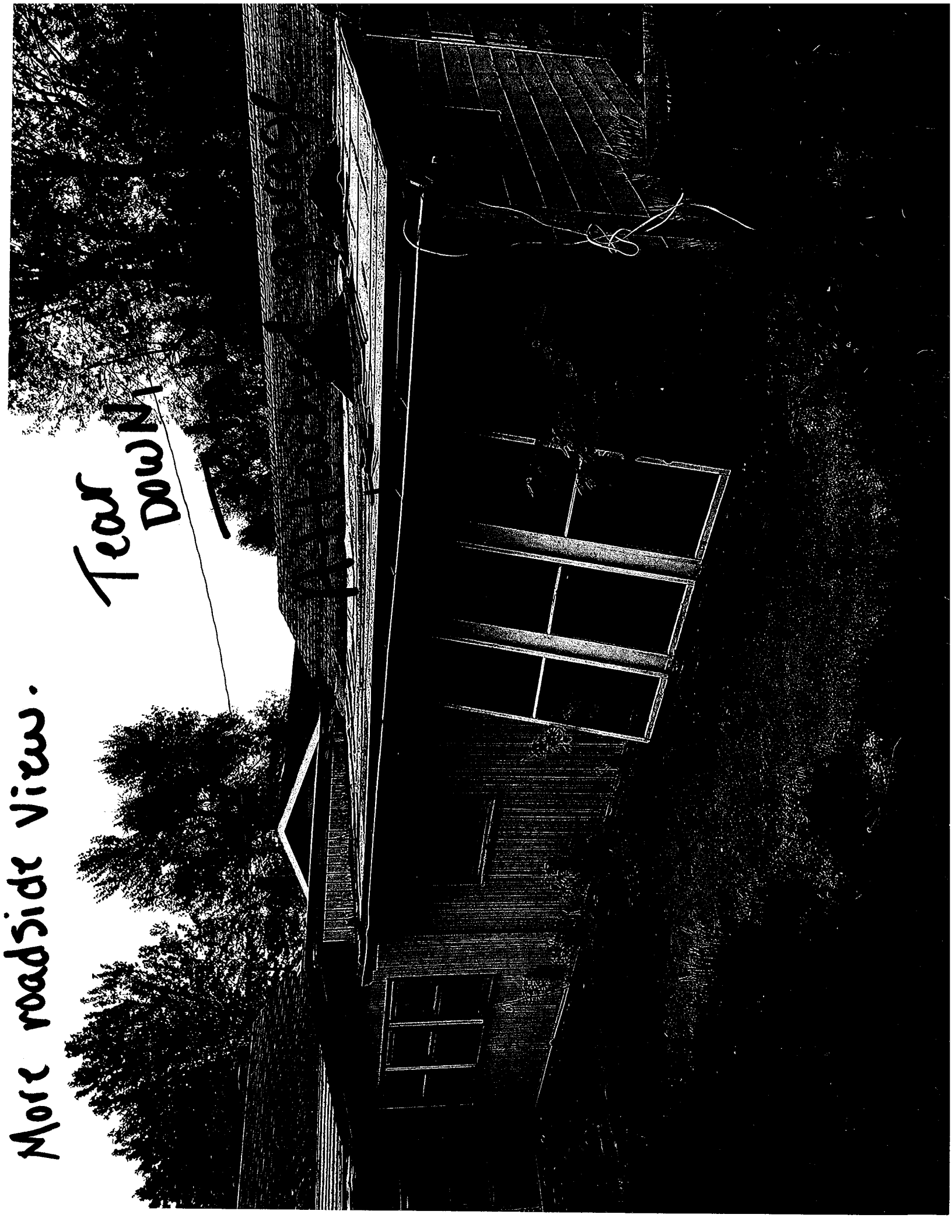
12' New Deck all

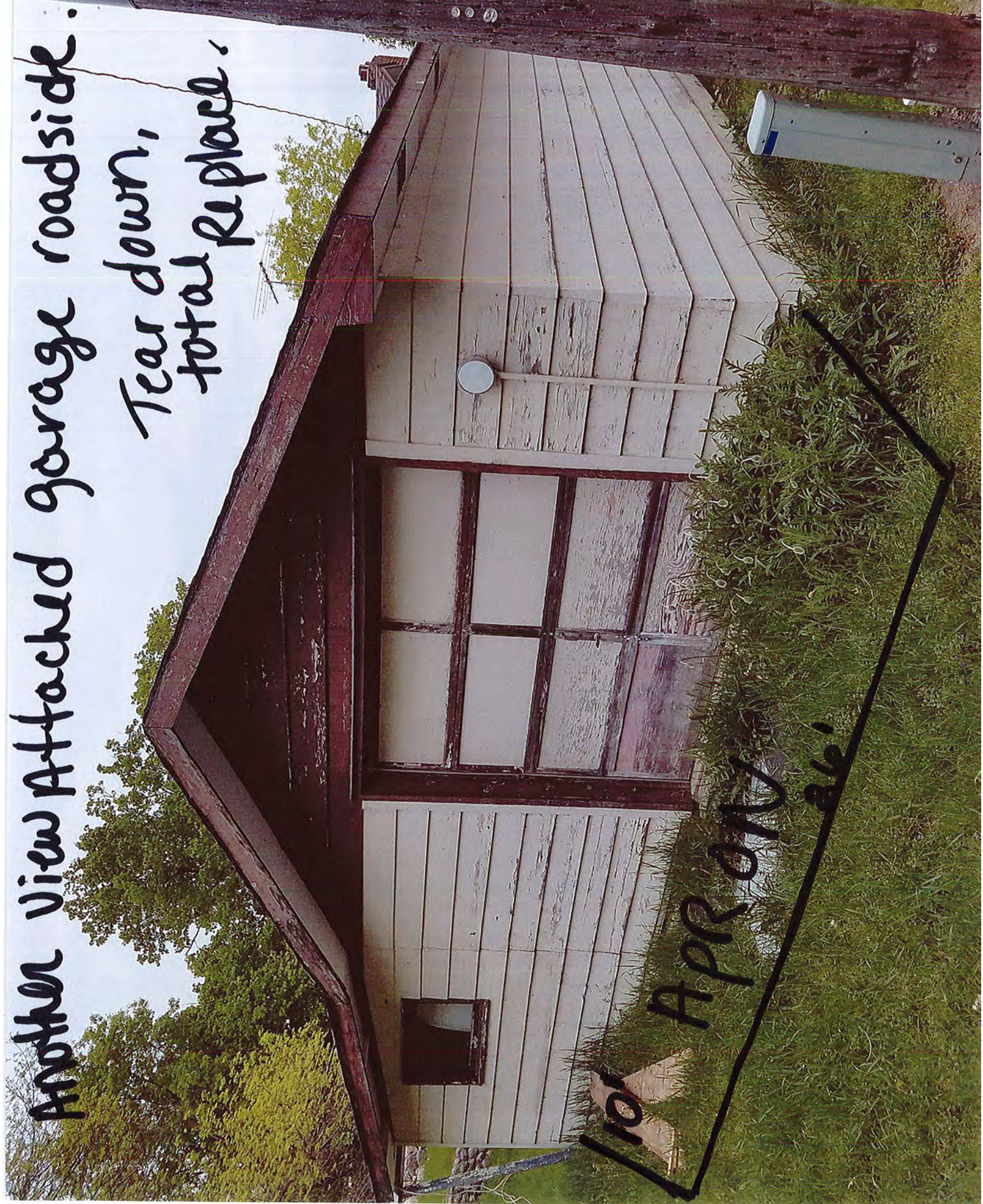
make
this
Green
Space

12' x 12'

More roadside view.

Tear
Down!





Another View Attached garage roadside.
Tear down,
total replace.

10' APR ON 26'

Lakeside View

Total Tear
down & Replace

Replace
this brick
with wood
deck.





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.

1:1,123

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

Date: 8/30/2017

Becker County





"The Station You Can Count On"

Leighton broadcasting



A Marketing Company

"Serve, Connect and Celebrate
Our Community"

1340 Richwood Rd.
Detroit Lakes, MN 56501

Phone: 218-847-5624

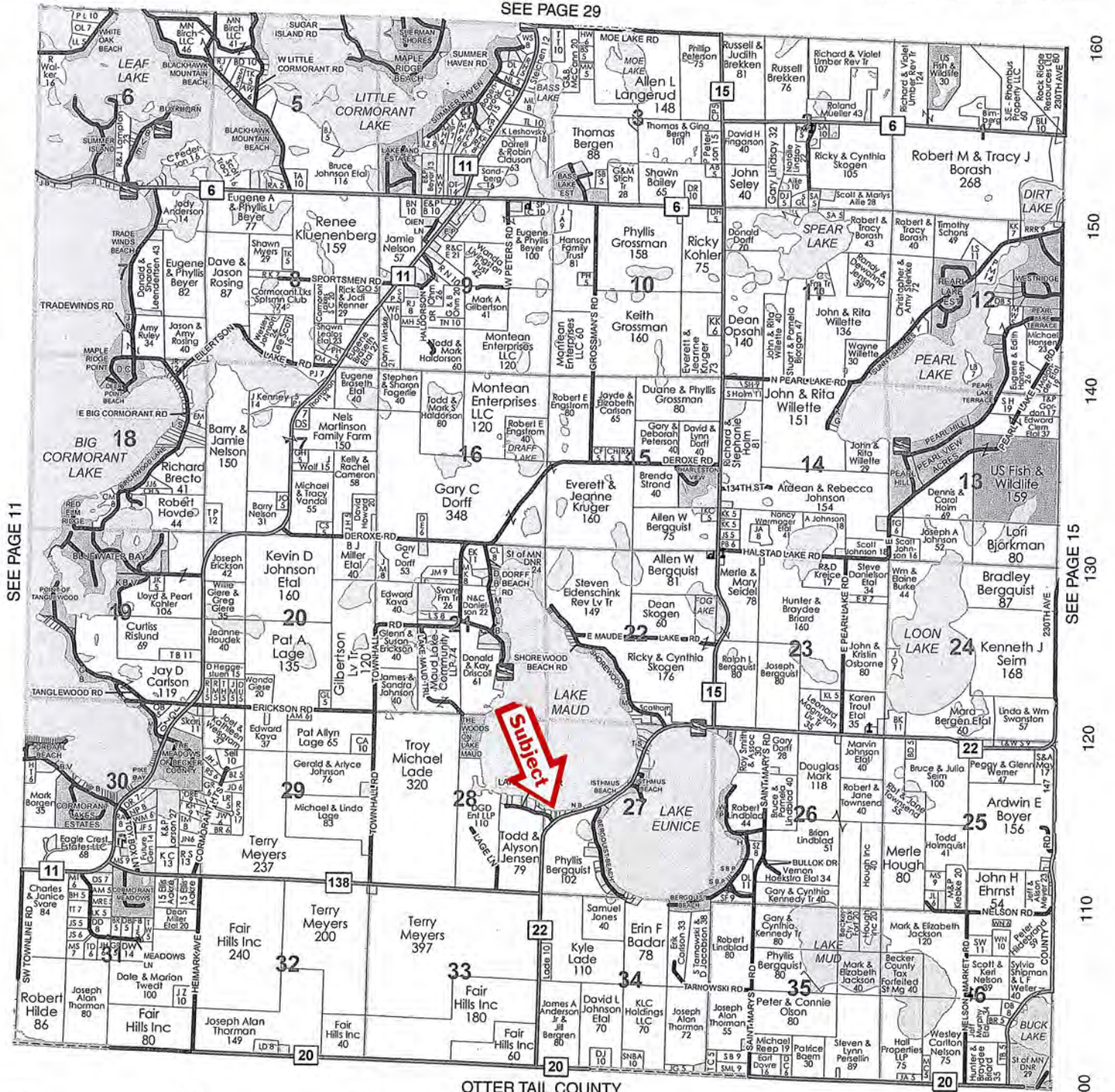


Lake Eunice

Township 138N - Range 42W

Copyright © 2016 Mapping Solutions

SEE PAGE 29





COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

Phone: 218-846-7314 ~ Fax: 218-846-7266

BOARD OF ADJUSTMENT

NOTICE OF PUBLIC HEARING

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

Thursday, September 14, 2017 @ 7:00 P.M.

Commissioner's Room-Becker County Courthouse
Detroit Lakes, MN. 56501

APPLICANT: Ronald & Rachael Windloss
20156 Co Rd 131
Detroit Lakes, MN 56501

Project Location: 20156 Co Rd 131

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct a dwelling forty-five (45) feet from the ordinary high water mark of the lake, deviating from the required setback of seventy-five (75) feet from the OHW on a general development lake, due to setback issues.

LEGAL LAND DESCRIPTION: Tax ID number: 080922000 Big Floyd

SubdivisionName FLOYD LAKE BEACH SubdivisionCd 08027; LOTS 14 & 15 & N PT Lot 16; Section 10, TWP 139, Range 41, Detroit Township.

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

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.**



BECKER COUNTY PLANNING & ZONING

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

VARIANCE APPLICATION

PARCEL	
APP	Variance
JUL 22 2017	
SCANNED	
ZONING	

PROPERTY OWNER INFORMATION (as it appears on tax statement, purchase agreement or deed)

First name(s) RONALD AND RACHEL Last Name WINDLOSS
Mailing Address 20156 CTY RD 131 City, State, Zip DETROIT LAKES MN 56501
Phone Number 218 847 2849 Project Address: 20156 CTY RD 131
Parcel number(s) of property: 08-0922-000 Sect - Twp - Range: 10-139-41
Township Name: DETROIT Legal Description: FLOYD LAKE BEACH
SUBDIVISION CD 08027 LOTS 14-15 AND NORTH PORTION OF 16

Why is the variance being requested? (Mark all sections that apply)

- ☒ Setback Issues ☐ Lot size not in compliance with minimum standards
☐ Alteration to non-conforming structure ☐ Topographical Issues (hills, slopes, bluffs, wetlands)
☐ Other

Please provide a brief description detailing the above variance request:

11X14 Addition 45ft from OHW
ADD IN A SMALL ROOM BY SQUARING
OFF THE HOUSE - ROOM WILL NOT BE ANY CLOSER
TO THE WATER THAN EXISTING STRUCTURE.

What are you applying for less than the minimum distance (setback) from?

Setback must include decks and patios, current and proposed.

- ☒ Ordinary High Water Mark (OHWM) Proposed Distance (setback) 45 feet
☐ Lot Line Proposed Distance (setback) _____ feet
☐ Road Right of Way (ROW) Proposed Distance (setback) _____ feet
Type of Road [] Township ☒ County [] State
☐ Crest of bluff Proposed Distance (setback) _____ feet
☐ Impervious Surface Coverage Proposed Impervious Lot Coverage _____ sq ft
%

Was the lot recorded prior to 1971? ☒ Yes ☐ No

Was the lot recorded between 1971 & 1992? ☐ Yes ☒ No

Was the lot recorded after 1992? ☐ Yes ☒ No

Will this be a new lot split? ☐ Yes ☒ No

What is the current square footage of the structure? 1696

What is the proposed addition square footage? 154

What is the current height of the structure? 1 STORY - 12'

What is the proposed height of the structure? 1 STORY - 12'

Is there a basement to the structure? NO

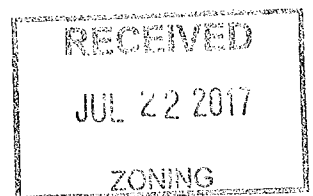
Will the proposed addition have a basement? NO

Will the roofline of the existing structure be changed? NO

Will the main structural framework of the structure be altered? NO

What is the current percentage of lot coverage? 20.86

What is the proposed percentage of lot coverage? 21.56



OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings;
3. Non-refundable filing fee of \$326.00. **Make check payable to Becker County Zoning.**
4. Is the variance request after the fact? [] Yes [X] No
If yes, after the fact application fee is an additional \$600.00.

Please answer the following questions as they relate to your specific variance request:

- 1) In your opinion, is the Variance in harmony with the purposes and intent of the ordinance?
Yes (X) No () Why or why not?
NOT GOING ANY CLOSER TO THE WATER. JUST FILLING IN A CORNER OF THE STRUCTURE ALREADY THERE
- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes (X) No () Why or why not?
JUST ADDING ANOTHER ROOM TO THE EXISTING HOUSE THAT WILL NOT BE CLOSER TO THE WATER THAN THE EXISTING HOUSE
- 3) In your opinion, does the proposal put property to use in a reasonable manner?
Yes (X) No () Why or why not?
JUST ADDING A SMALL ADDITION TO THE EXISTING HOUSE
- 4) In your opinion, are there circumstances unique to the property?
Yes () No (X) Why or why not?
JUST A STANDARD LOT
- 5) In your opinion, will the variance maintain the essential character of the locality?
Yes (X) No () Why or why not?
ADDITIONAL STRUCTURE WILL NOT BE ANY CLOSER TO THE WATER AND WILL MAINTAIN THE SAME LINES AS THE CURRENT HOUSE

The Board of Adjustments must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the County and other applicable ordinances.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. Planning and Zoning Staff along with Board of Adjustment Members may visit my property to review submitted plan requests.

Applicant's Signature: *Donald Wickham* Date: 7-21-17

(Office Use)
Date Received 7/22/17 Accepted [X] Incomplete Application [] Date 7/24/17

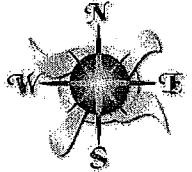
Patricia Suen
Zoning Administrator

SKETCH OF PROPERTY

PARCEL	
APP	SITE
YEAR	

1. Please sketch all impervious coverage on your property; include dimensions.
 2. Sketch roadways adjacent to property - **Include driveway location.**
 3. If you will be exceeding 15% impervious surface coverage, include a copy of your stormwater management plan. This applies to ANY lot that exceeds 15% coverage.
 4. If proposed project is a detached garage/storage shed that *will exceed 1 story*, include detailed design.
 5. Indicate where erosion control measures will be implemented and indicate storm water drainage pattern and how it will be maintained on the property.
-

SEE ATTACHED



Remember EROSION CONTROL!

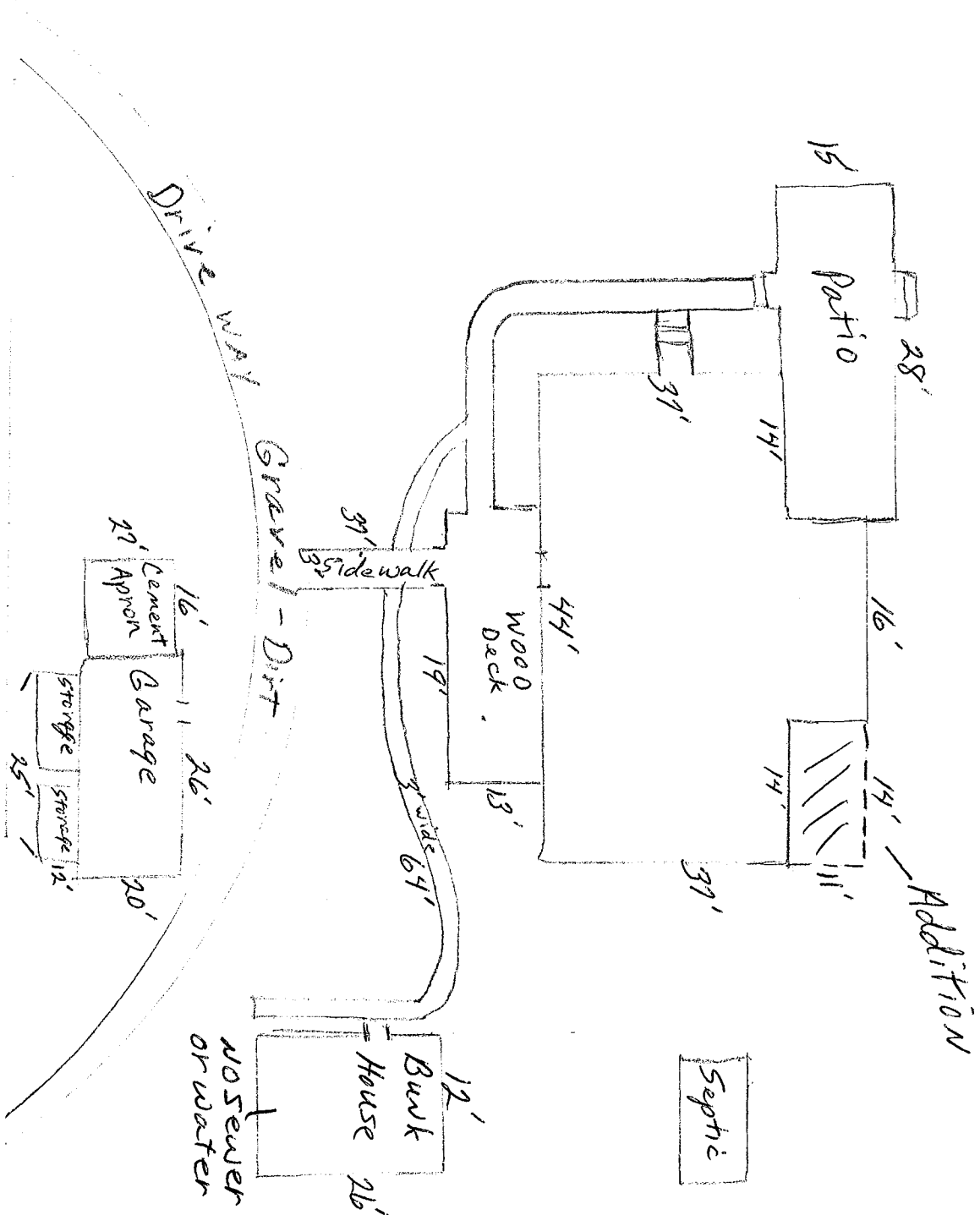
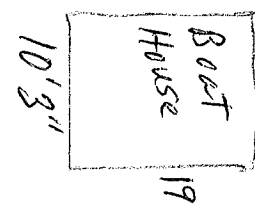
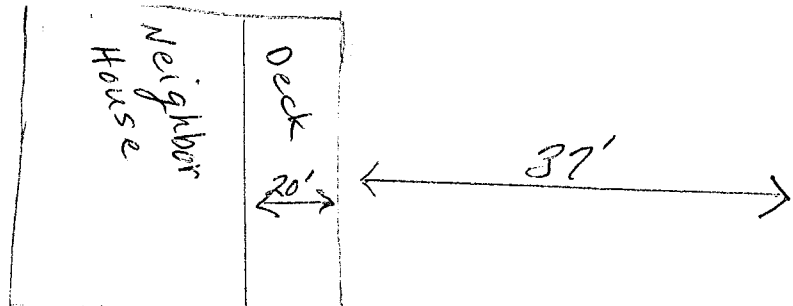
Please use best management practices and/or silt fence to control erosion on all projects.

WATER

WATER

Lot Width 115'

Lot Length 190'



Mitigation Worksheet

APP	Mitigation
YEAR	
SCANNED	

Applicant: _____ Parcel #: _____

Legal Description: _____

Lake Name: _____ Lake Classification: _____

Property Dimensions:

Roadside Width: _____ Depth Side 1: _____

Lakeside Width: _____ Depth Side 2: _____

Total Lot Area: _____ Sq Feet

DETERMINING THE LAKE SETBACK

Mitigation may allow for you to build closer to the lake than the normally required setback. Mitigation will not allow anything to be built in the Shore Impact Zone. Also, even with mitigation, the landowner will be required to remain behind the setback average plus 20 ft. This is an imaginary line determined by averaging the distance that runs from the like structure that is closest to you on your neighbor's property to the right and the like structure closest to you on your neighbor's property to the left plus 20 ft.

Standard Required Setback: _____

Proposed Setback: -- _____

Difference: = _____ Credit Units Required for Mitigation

MITIGATING THE DIFFERENCE OF THE LAKE SETBACK

Vegetative Buffer: Establishing a vegetative buffer adjacent to the Ordinary High Water level and parallel to the shoreline that is at least 20 linear feet by 15 feet deep is worth 10 credit units.

- An additional 10 credit units may be gained for each shoreline increment that is 10 feet linear by 15 feet deep (Ex: $30 \times 15 = 20$ Credit Units).
- An additional 10 credit units may also be gained for each 10 foot linear segment of the buffer that is expanded to 25 feet deep (Ex: $20 \times 25 = 30$ Credit Units).

Size of Buffer: _____

Credit Units gained from buffer: _____

Structure Setback: One credit unit may be gained for each foot closer the structure is moved toward the standard required setback and away from the shoreline.

Ft / Credit Units gained: _____

Shore Impact Zone Removal: See description on next page.

Credit Units gained: _____

Total Mitigation Credits Gained: _____

PARCEL	
APP	Mitigation
YEAR	

DETERMINING THE IMPERVIOUS SURFACE

On substandard size lots, surface coverage over 15% must be offset with mitigation. Impervious surface is not allowed to exceed 25% of any lot. Impervious surface includes structures or anything that reduces or prevents the infiltration of water, such as: driveways (asphalt / class 5); parking areas; concrete; impervious pavers; walks; decks; patios; houses; garages, etc.

Proposed Coverage: 21.5 %

Threshold Coverage: - 15 %

Difference: = (6.5) x (5) = 32.5 Credit Units Required for Mitigation

MITIGATING THE DIFFERENCE IN IMPERVIOUS SURFACE COVERAGE

Reduce Impervious Surface Coverage: 5 credit units is allowed for each percentage point reduction in coverage between 15 and 25 percent.

(% coverage reduced) x (5) = Credit Units Gained

Stormwater Management: If water runoff is diverted into an approved onsite stormwater management system, 10 credit units may be gained for each 350 sq ft of surface area from which the runoff is contained on the property.

Example 350 Sq Ft of Surface Area Diverted = 10 Credit Units Gained

700 Sq Ft of Surface Area Diverted = 20 Credit Units Gained

1200 SQ ft Rain Gutter to French Drain Credit Units Gained 32.5

Berm: If a berm is established that is not less than 12 inches above grade and parallel to the shoreline to contain / control stormwater runoff, 10 Credit Units is allowed for every 25 feet of protected shoreline. This option is only available to properties of less than 8% grade to the lake.

Example 25 Feet of protected Shoreline = 10 Credit Units Gained

50 Feet of protected Shoreline = 20 Credit Units Gained

Credit Units Gained

Shore Impact Zone Removal (see below):

Credit Units Gained

Total Mitigation Credit Units Gained:

SHORE IMPACT ZONE OPTION

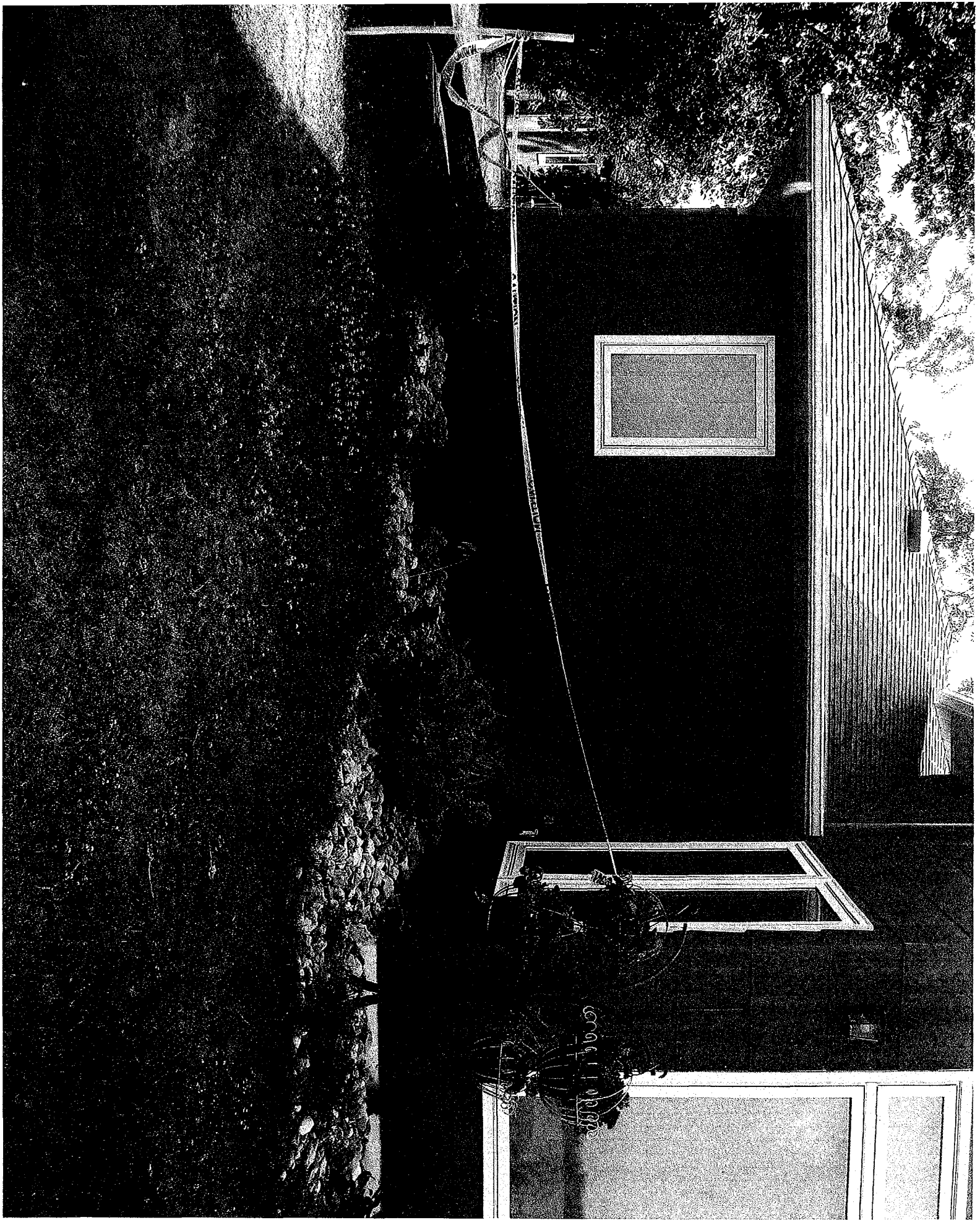
Structures and other impervious surfaces are not allowed in the Shore Impact Zone, with the exception of landings, stairs and miscellaneous structures that are limited to a total of 32 square ft. Existing structures and impervious surfaces must be removed as a precondition to obtaining a site permit.

Mitigation credit is allowed for Shore Impact Zone removals. 5 Credit Units will be allotted for each 50 square feet of removal. *These Credit Units may be used in mitigating either the structure setback or the impervious surface coverage, but may only be used once.*

Credit Units Gained through Shore Impact Zone Removal =

**Please
Sign**

The mitigation options selected above are documented by an approved site and / or stormwater management plan filed with this agreement. The mitigations will be installed and maintained as a condition of occupancy and the property is subject to inspection as necessary by the governing authority of Becker County. These mitigations will be deed recorded to remain with the property through subsequent ownerships. X [Signature] Owner(s) 7-18-17 Date

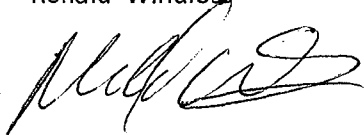


Dear board members

In 2007 we were able to use the string line option for our addition on big Floyd lake , the ordinance has changed since then to set back averaging + 20, therefore we are applying for this variance to put on another addition.

Thank You,

Ronald Windloss

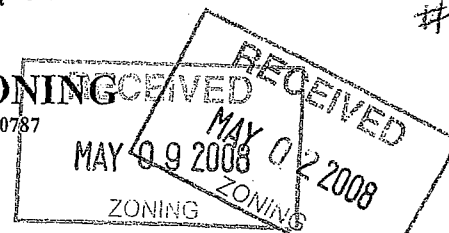
A handwritten signature in black ink, appearing to read 'Ronald Windloss', written in a cursive style.

Application with new 2008 #

BECKER COUNTY PLANNING & ZONING

835 LAKE AVENUE, PO BOX 787, DETROIT LAKES MN 56502-0787
PHONE (218) 846-7314 - FAX (218) 846-7266

SITE PERMIT APPLICATION



PARCEL #(s) 08-0922-000 Section 10 TWP 139 Range 041

Is this a split? Yes ☒ No (If yes, please use the parcel number from which it was split).

Partial Legal Description (see tax statement): SECTION 10 TWP 139
RANGE 041 FLOYD LAKE BEACH LOTS 14, 15 AND
NORTH PART OF LOT 16

Property Owner Last Name: WINDLOSS First Name(s) RONALD-RACHEL

Mailing Address: 20156 CTY RD 131

City DETROIT LAKES State MN Zip 56501

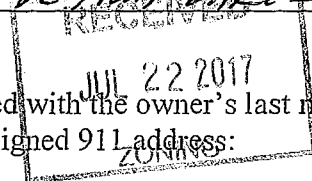
Best Daytime Phone Number to Contact you (include area code): 218 847 2849

Property Physical (911) Address: 20156 CTY RD 131 DETROIT LAKES

[] No property address, please assign one.

If you do not currently have a 911 address sign, the property must be posted with the owner's last name.

Directions to property from Planning and Zoning if you do not have an assigned 911 address:



Approved Addition
2008
W/Strongline
Averaging

Phone: _____

I hereby certify that the data contained herein as well as all supporting data are true and correct to the best of my knowledge. If issued, a permit is valid for a period of six (6) months, with a six (6) month extension if located within the shoreland district, I understand that it is my responsibility to inform the public if footings have been constructed. A Site Permit may be revoked at any time upon violation of any conditions. Any changes to this site permit results in nullification of this permit and a new permit will be required.

Signature Ronald J. Windloss Date 5-1-2008

THESE SECTIONS ARE TO BE USED ONLY:
Application Fee: \$90.00 + Cormorant Surcharge _____ + Fines _____ = Total \$90.00

☐ Application is hereby denied by order of: _____ as of this date _____

☒ Application is hereby granted in accordance with the application and supporting information by order of: Debi Matt as of this date 5/13/08

Receipt Number 165773-389899 Date Paid 5-13-08

Pre-Inspection Completed: _____ By _____

Footing Inspection Completed: _____ By _____

NOTES: Proposed ahead of strongline
can not be closer than 140 ft to lake

Received By: Dea
Assigned To: Debi

Type of Project: 1A710 New Construction Addition to Existing Structure Relocation of Structure – New / Used

\$ Evaluation of project \$7000 10,000

STRUCTURE TYPE	SIZE (Dimensions)	Height / Pitch of Roof	# of Stories
House / Cabin			
Full Basement			
Walk-out Basement			
New Manufactured Home			
Used Manufactured Home			
Attached Garage			
Detached Garage (to be insulated/finished)			
Storage Shed (pole bldg, etc)			
Deck			
Water Oriented Structure			
Other <u>1A710</u>) →	<u>22'7" X 27' 11" X 28'</u>	<u>27'x14'6" RW</u>	
Other	<u>3' X 17' 11.8x12</u>	<u>and 17'x3'</u>	

Is the property within 1000 ft of a water body or within 300 ft of a river? (Yes) No
If yes: Lake/River Name BIG FLOYD Lake Classification GD

Does the property have lakeshore frontage? (Yes) No If yes, how many ft of frontage? 110

Lot Area in Sq Ft 20900 Lot Width at Bldg Line 110 Lot Depth 190

DISTANCE FROM PROPOSED STRUCTURE TO (Mark "NA" if it does not apply)	PROPOSED STRUCTURE 1	PROPOSED STRUCTURE 2	PROPOSED STRUCTURE 3	PROPOSED STRUCTURE 4
Ordinary High Water Mark (OHW)	<u>37' 1/2</u>	<u>40.5' RW</u>		
Height above (+) or below (-) OHW at bldg site	<u>4'</u>			
Pond / Wetland				
Bluff				
Right of Way (Property Pins)				
Center Line				
Height above (+) or below (-) road at bldg site				
Side property line				
Rear property line				
Septic tank	<u>54'</u>			
Drainfield	<u>60'</u>			
Well	<u>26'</u>			

Type of Roadway (circle): Public Township County State 4 Lane Expressway / Hwy

CITY ROAD 131

PATTO

If an addition or remodel, will there be:

Is there an existing dwelling on the property? Yes No

If the proposed structure is something other than the primary home, will it contain any of the following?

(1) Sleeping Quarters? Yes No

(2) Cooking Facilities?	Yes	No
-------------------------	-----	----

(3) Water supply and/or sanitary disposal facilities? Yes No *Yes*

2 COMPARTMENT

Type of Septic System: Tank & Drainfield Holding Tank Mound Other Chamber System

Date of Last Certificate of Compliance: 2007 (2000) with pump

Will the project increase the number of bedrooms in the structure? Yes ☐ No ☒

Current # of Bedrooms	Proposed # of Bedrooms
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

How much earth/fill will be excavated, moved or brought in **excluding** excavation for the basement / crawl space?

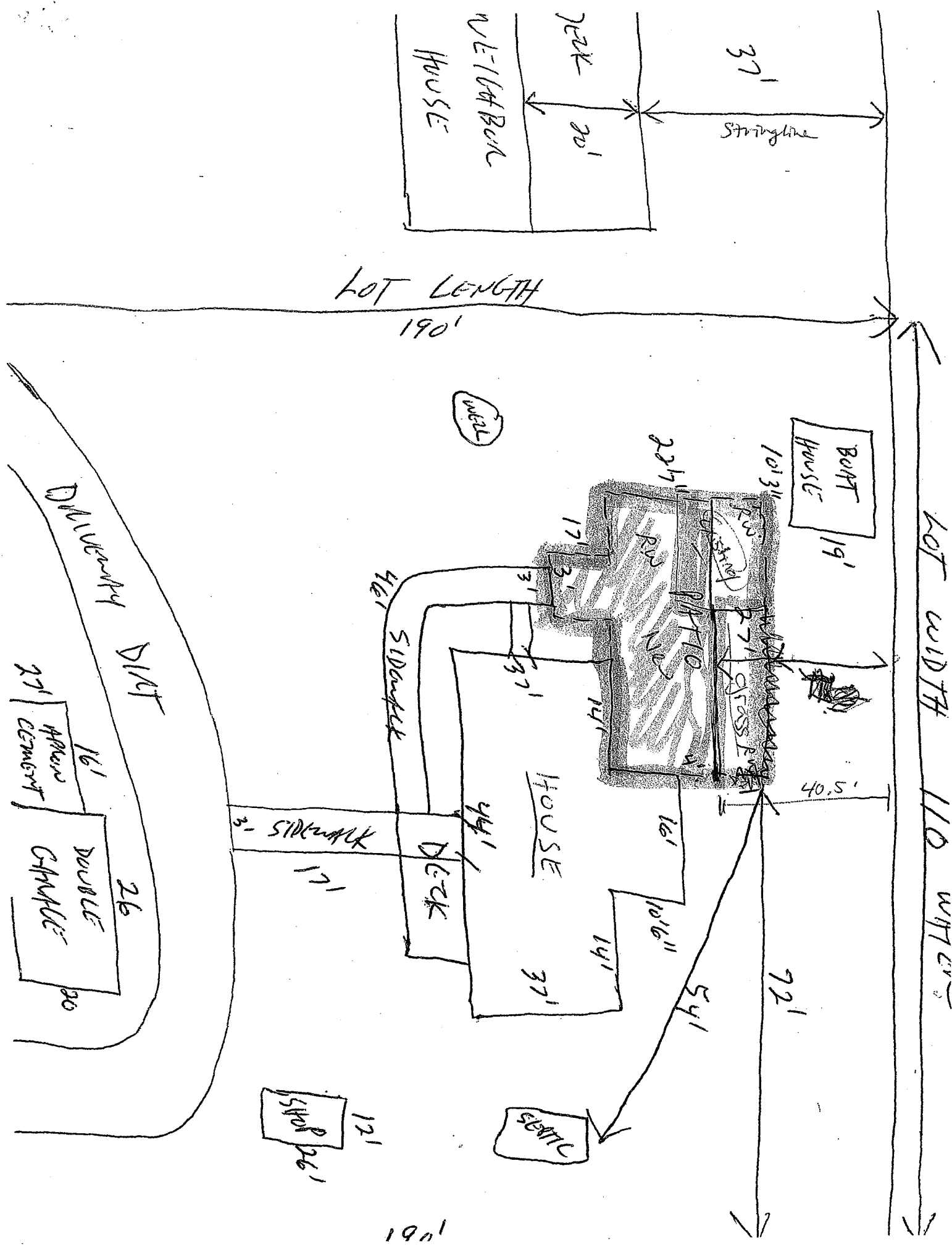
Please Circle: None 10 Cubic Yards or less 11-50 cubic yards *More than 50 cubic yards

**If more than 50 cubic yards, I have attached a copy of the drainage plan highlighting how the water will be maintained.*

Impervious coverage refers to anything water cannot pass through. Structures, areas covered by a roof, concrete, asphalt, Class 5, sidewalks, patio pavers, etc. should all be included in this calculation. Decks should be included in this calculation if they have plastic underlayment or impervious surface underneath. Anytime you exceed 15% lot coverage a stormwater management plan and/or mitigation is required. ***INCLUDE PROPOSED STRUCTURES IN CALCULATION.***

Impervious Surface On property:	Dimensions	Sq. Footage	Impervious Surface on property:	Dimensions	Sq. Footage
Ex: Patio	10 x 12	120	Shed	12 x 12	144
PATIO	11 x 28 11.5 x 12 22.17 x 27.1	556.6 604	HOUSE		1796
Garage	31 x 171 14 x 4		SIDEWALK	3 x 46	138
APRON	20 x 26	520	BOAT HOUSE	10'3" x 19'	196
SIDEWALK	16 x 27	432			
SHOP	3 x 37	171			
	12 x 26	312			
Total Impervious area on site 4229 ^{4121.60}			Total Lot area		20900
100 = 20. % lot coverage			= 120		

Is Mitigation required for this application? Yes No (If yes, attached mitigation worksheet)





COUNTY OF BECKER

Becker County

P.O. Box 787 • Detroit Lakes, MN 56502-0787

May 5, 2008

Ronald Windloss
20156 Co Rd 131
Detroit Lakes, MN 56501

RE: site permit application

Dear Mr. Windloss:

Your site permit for the construction of a lakeside patio has been received and reviewed. Upon review, it was found that the patio cannot be constructed any closer than 40 ½ feet from the ordinary high water mark of the lake. This would mean that the patio could go four (4) feet closer to the lake than the house.

If this would work into your plans, please stop into our office and amend the site permit application. The application as presented must be denied based on the fact that the patio would be ahead of string line.

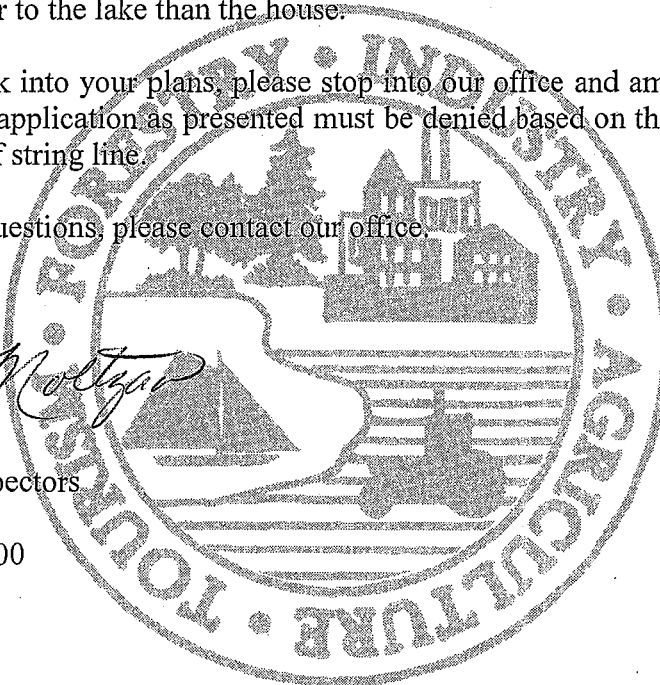
If you have any questions, please contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Debi Moltzan".

Debi Moltzan,
Supervisor of Inspectors

Cc: 08.0922.000



506420

BECKER COUNTY RECORDER-STATE OF MN

Document No. 506420

Date DEC 29 2003 10:00 P.M.

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

Barlene Mameval

County Recorder by el Deputy

BECKER COUNTY RECORDER

Well Certificate Received DEC 29 2003

Barlene Mameval

By el Co Recorder

CRV #2736
No delinquent taxes and transfer entered

this 29 day of Dec, 2003

Keith A. Brekken
County Auditor, Becker Co

By McWacker Deputy

08.0922.000

(space above for recording data)

QUITCLAIM DEED
Individuals to Joint Tenants

STATE DEED TAX HEREON: \$ 235.62

Date: 10-2-, 2003

FOR VALUABLE CONSIDERATION, Vernon F. Turner and Margaret E. Turner, husband and wife, Grantors, hereby convey and quitclaim to Rae L. Windloss, also known as Rachael L. Windloss, and Ron Windloss, also known as Ronald Windloss, Grantees, as joint tenants, real property in Becker County, Minnesota, described as follows:

LOTS NUMBERED FOURTEEN (14) AND FIFTEEN (15) AND THAT PART OF LOT SIXTEEN (16) DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID LOT 16 IN A SOUTHERLY DIRECTION ALONG THE EAST SIDE OF SAID LOT A DISTANCE OF 23 FEET TO THE POINT OF BEGINNING; THENCE IN A NORTHERLY DIRECTION ALONG THE EAST SIDE OF SAID LOT A DISTANCE OF 23 FEET; THENCE IN A WESTERLY DIRECTION ALONG THE NORTH SIDE OF SAID LOT A DISTANCE OF 200 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST SIDE OF SAID LOT A DISTANCE OF 15 FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF 200 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, all in Floyd Lake Beach, according to the Certified Plat thereof on file and of record in the office of the Register of Deeds in and for Becker County, Minnesota.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Easements, restrictions and reservations of record, if any.

chg
✓paid
✓well
non/std
extra


NIL
To:

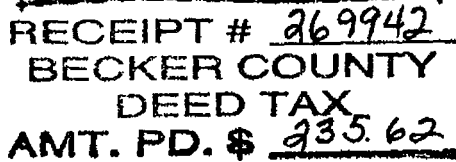
State Bank & Trust, PO Box 10877, Fargo ND 58109-9943

Vernon F. Turner

Margaret E. Turner
Margaret E. Turner

The foregoing instrument was acknowledged before me this 2nd day of October, 2003, by Vernon F. Turner and Margaret E. Turner, husband and wife, Grantors.


Notary Public

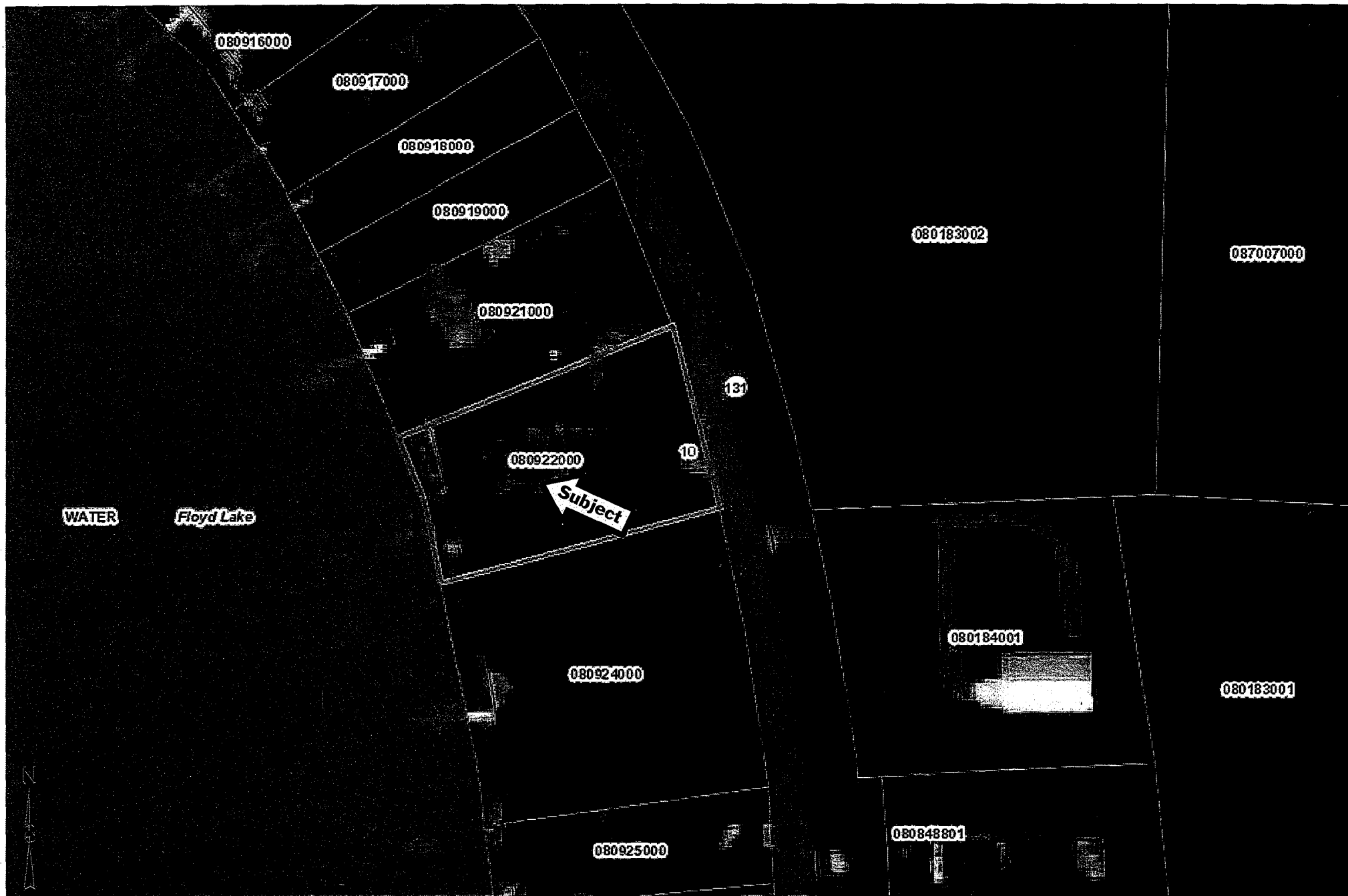


Tax Statements for the real property described in this instrument should be sent to:

Ron & Rae Windloss
1020 Summit Ave
Detroit Lakes, MN 56501

THIS INSTRUMENT WAS DRAFTED BY:
SCHURMAN LAW OFFICE
P O Box 419
102 East Holmes
Detroit Lakes, MN 56502

Date owner notified of application outcome: _____



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.

1:1,123

Date: 8/29/2017

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

Becker County



MEADOWLAND SURVEYING INC.

For all your land survey needs, contact our friendly staff at:
1118 Highway 59 South • Detroit Lakes, Minnesota 56501
frontdesk@meadowlandsurveying.com

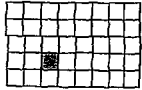
218-847-4289

www.meadowlandsurveying.com

Surveying the Lakes Area Since 1946

Meadowland Surveying, Inc. is a local family owned company and has performed over 10,000 surveys in the lakes area. Our office routinely works with attorneys, architects, engineers and governmental agencies to ensure successful project completion for our clients.

EXPERIENCE MATTERS!

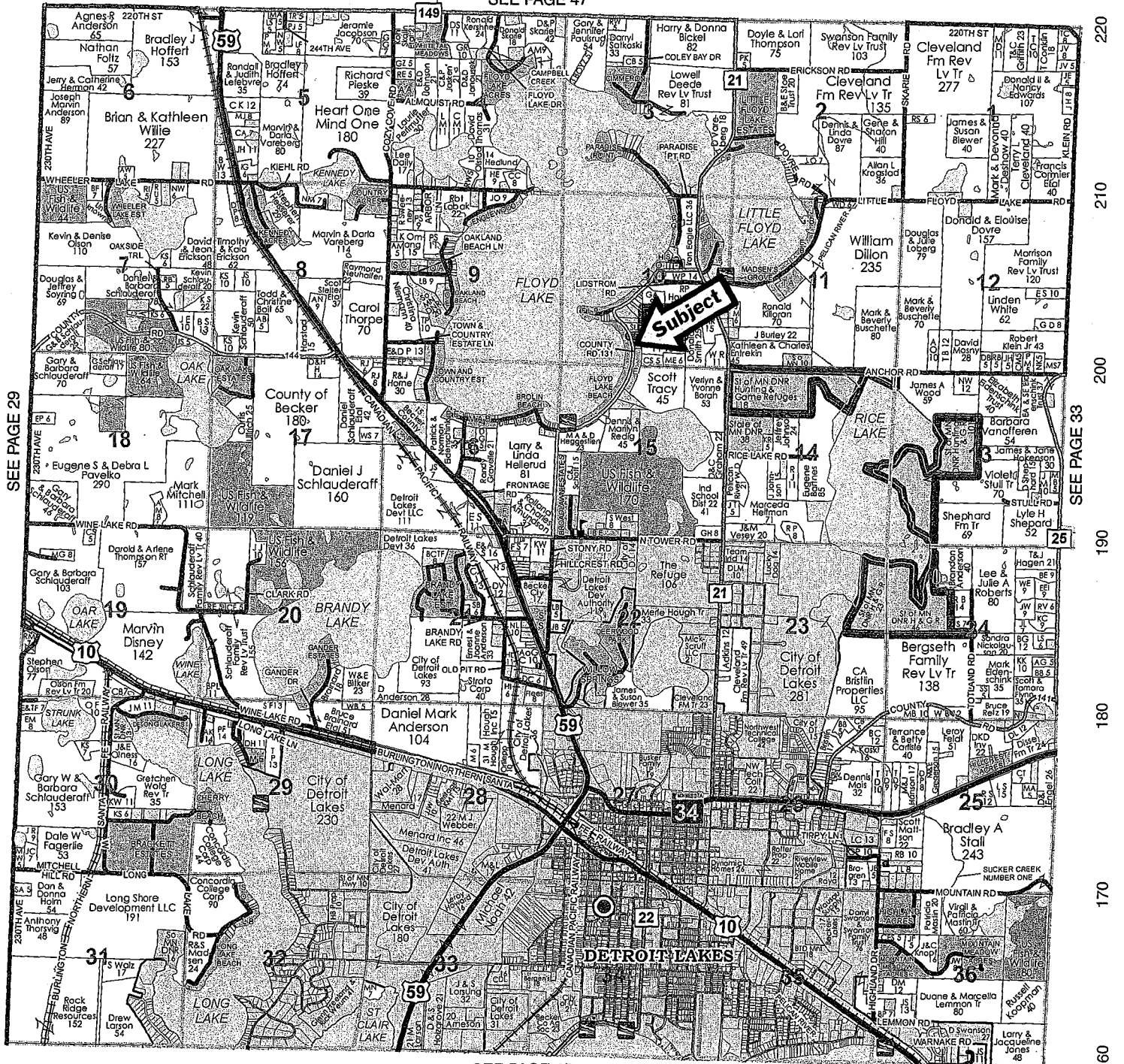


Detroit

Township 139N - Range 41W

Copyright © 2016 Mapping Solutions

SEE PAGE 47



SEE PAGE 15



COUNTY OF BECKER

Planning and Zoning

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

BOARD OF ADJUSTMENT NOTICE OF PUBLIC HEARING

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

Thursday, September 14, 2017 @ 7:00 P.M.
Commissioner's Room-Becker County Courthouse
Detroit Lakes, MN. 56501

APPLICANT: Merle Hanson
201 3rd St. NW
Dilworth, MN 56529

Project Location: 20173 E. Lake Maud Rd., Detroit Lakes

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct a dwelling seventy-three (73) feet from the ordinary high water mark of the lake, deviating from the required setback of one hundred (100) feet from the OHW on a recreational development lake, due to setback issues.

LEGAL LAND DESCRIPTION: Tax ID number: 170251000; Lake Maud
BEG 100' N OF SW COR LOT 1 TH E 150' N 75' SW 150' & S 36' TO BEG; Section 22, TWP 138, Range 42,
Lake Eunice Township.

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

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.**



BECKER COUNTY PLANNING & ZONING

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

VARIANCE APPLICATION

PARCEL	
APP	Variance
YEAR	
SCANNED	

PROPERTY OWNER INFORMATION (as it appears on tax statement, purchase agreement or deed)

First name(s) Merle Last Name Hanson
Mailing Address 201 3rd St NW City, State, Zip Dulworth MN 56529
Phone Number 701-306-0561 Project Address: 20173 East 14th Ave Rd/DL
Parcel number(s) of property: 170257000 Sect - Twp - Range: 22-138-042
Township Name: LK Eunice Legal Description: _____

Why is the variance being requested? (Mark all sections that apply)

- ☒ Setback Issues ☒ Lot size not in compliance with minimum standards
☐ Alteration to non-conforming structure ☐ Topographical Issues (hills, slopes, bluffs, wetlands)
☐ Other

Please provide a brief description detailing the above variance request:

The lot is not deep enough to build and meet the lake set back and the Rd Setback at the same time. Request that we be able to build 73' back from OHW. We will make the setback to ROW if so.

What are you applying for less than the minimum distance (setback) from?

Setback must include decks and patios, current and proposed.

- ☒ Ordinary High Water Mark (OHWM) Proposed Distance (setback) 73 feet
☐ Lot Line Proposed Distance (setback) _____ feet
☐ Road Right of Way (ROW) Proposed Distance (setback) _____ feet
Type of Road [] Township [] County [] State
☐ Crest of bluff Proposed Distance (setback) _____ feet
☐ Impervious Surface Coverage Proposed Impervious Lot Coverage _____ sq ft
%

Was the lot recorded prior to 1971?

☒ Yes ☐ No

Was the lot recorded between 1971 & 1992?

☐ Yes ☒ No

Was the lot recorded after 1992?

☐ Yes ☒ No

Will this be a new lot split?

☐ Yes ☒ No

What is the current square footage of the structure? 320 sq

What is the proposed addition square footage? 1296 sq ft (house)

What is the current height of the structure? 12'

What is the proposed height of the structure? 22'

Is there a basement to the structure? No

Will the proposed addition have a basement? Yes

Will the roofline of the existing structure be changed? Yes

Will the main structural framework of the structure be altered? tore down existing

What is the current percentage of lot coverage? 17.41%

What is the proposed percentage of lot coverage? 23%



OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings;
3. Non-refundable filing fee of \$326.00. **Make check payable to Becker County Zoning.**
4. Is the variance request after the fact? [] Yes ☒ No
If yes, after the fact application fee is an additional \$600.00.

Please answer the following questions as they relate to your specific variance request:

- 1) In your opinion, is the Variance in harmony with the purposes and intent of the ordinance?
Yes ☒ No () Why or why not?
Just updating an old Cabin, The old Cabin is Ready to fall down.
- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes ☒ No () Why or why not?
Improve lake Shore value and give our family enough space
- 3) In your opinion, does the proposal put property to use in a reasonable manner?
Yes ☒ No () Why or why not?
Not over building lot, if we build closer to Rd May be more dangerous for traffic
- 4) In your opinion, are there circumstances unique to the property?
Yes ☒ No () Why or why not?
Small lot so need to be a little closer to lake
- 5) In your opinion, will the variance maintain the essential character of the locality?
Yes ☒ No () Why or why not?
Will fit in and improve lot

The Board of Adjustments must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the County and other applicable ordinances.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. Planning and Zoning Staff along with Board of Adjustment Members may visit my property to review submitted plan requests.

Applicant's Signature: Merle Korman

Date: 8/28/17

(Office Use)

Date Received _____ Accepted [] Incomplete Application [] Date _____

Zoning Administrator



Application for Site Permit
Becker County Planning and Zoning
915 Lake Ave, Detroit Lakes, MN 56501
Phone: 218-846-7314 Fax: 218-846-7266
www.co.becker.mn.us

PARCEL	
APP	SITE
YEAR	
SCANNED	

Property will be staked by _____
Date: _____

Please Print or Type All Information

Parcel Number (s) <u>170251000</u>	Property (E911) Address <u>20173 East 1/4 Mound Rd</u> <u>Detroit Lakes, MN 56501</u>	**911 Address Needed	Legal Description
---------------------------------------	---	----------------------	-------------------

Lake/River Name <u>LK Eunice</u>	Lake/River Class <u>CD</u>	Township Name <u>LK Eunice</u>	Section <u>22</u>	TWP No. <u>138</u>	Range <u>092</u>
-------------------------------------	-------------------------------	-----------------------------------	----------------------	-----------------------	---------------------

Property Owner Last Name <u>Hanson</u>	First Name <u>Merle</u>	Mailing Address <u>2013 1/2 St NW Detroit Lakes MN 56501</u>	Phone <u>701-306-0561</u>
Contractor Name Lic # <u>Brian Construction 20318218</u>			

Proposed Project (Check those that apply)

<input checked="" type="checkbox"/> New Dwelling	<input type="checkbox"/> Addition to Dwelling	<input checked="" type="checkbox"/> Replacement Dwelling*	<input type="checkbox"/> Mobile/Manfac. Home
<input type="checkbox"/> Attached Garage	<input type="checkbox"/> Detached Garage	<input type="checkbox"/> Storage Structure	<input type="checkbox"/> Addition to Non-dwelling
<input type="checkbox"/> Stairway	<input type="checkbox"/> Deck	<input type="checkbox"/> Recreational Unit	<input type="checkbox"/> Water Oriented Structure
<input type="checkbox"/> Fence	<input type="checkbox"/> Other	<input type="checkbox"/> Non Conforming Replacement (identify) _____	

*Existing Dwelling to be removed prior to building new

Onsite Water Supply () Deep Well () Shallow Well Well Depth _____
MN Rules Chapter 4725 (MN well code) requires a 3' minimum structure setback to well
Will install new well and septic

Onsite Sewage Treatment System
Type of System _____ Date of Installation _____ Last Date Certified _____
Must have current certificate of compliance on septic system prior to issuance of a permit

Lot Information Shoreland () Riparian () Non Riparian Non Shoreland _____

Lot Area 10,711 sq ft or _____ acres Water Frontage 36' ft Bluff () Yes (X) No

Impervious coverage refers to anything water cannot pass through. Structures, areas covered by a roof, concrete, asphalt, Class 5, sidewalks, patio pavers, etc. should all be included in this calculation. Decks should be included in this calculation if they have plastic underlayment or impervious surface underneath. Anytime you exceed 15% lot coverage a stormwater management plan and/or mitigation is required. **INCLUDE PROPOSED STRUCTURES IN CALCULATION.**

Please Note: Unless otherwise provided, a minimum of a 12 foot wide driveway from the nearest road right of way to the proposed structure must be included in both your plan and impervious surface calculation.

Impervious Surface	Dimensions	Sq. Footage	Impervious Surface	Dimensions	Sq. Footage
On property			On property		
Ex: Patio	10 x 12	120			
DRIVEWAY	12 x 40	480	Boathouse	10 x 12	120
Purposed house	36 x 36	1296			
Purposed garage	24 x 24	624			
Total Impervious Material					<u>2,520</u>

Impervious Lot Coverage 2,520 ÷ 10,711 = .23 x 100 = 23 %
Total Impervious Lot Area Impervious Coverage Percentage

Topographical Alteration/Earth moving

() None () 10 cubic yards or less (X) 11-50 cubic yards () over 50 cubic yards
Project over 50 cubic yards a storm water management plan must be included.

Characteristics of Proposed Dwelling/Dwelling Additions/Attached Garage/Decks		Cost of Project
<input checked="" type="checkbox"/> Dwelling <u>28</u> ft by <u>32</u> ft <input checked="" type="checkbox"/> Attached Garage <u>24</u> ft x <u>26</u> ft		\$ <u>230,000</u>
Outside Dimension <input checked="" type="checkbox"/> Deck/Patio <u>8</u> ft x <u>32</u> ft	() Addition to existing _____ ft x _____ ft	
Setback to Side Lot Line <u>6.5'</u> ft & Rear Lot Line <u>20'</u> ft	Setback to Road Right of Way <u>20'</u> ft	
Setback to Bluff <u>NA</u>	Type of road <u>Twp Rd</u>	
Setback to Wetland <u>NA</u>	Is wetland protected () Yes (X) No	
Setback to OHW (straight horizontal distance) <u>73'</u>	Elevation above OHW (Straight vertical distance) <u>10'</u>	
Setback to septic tank <u>NA</u> <u>20'</u>	Setback to drainfield <u>NA</u>	
Total No. Bedrooms <u>3</u>	Maximum height proposed <u>22'</u>	# of Stories <u>2</u>
Roof Change () Yes (X) No	Basement (X) Yes () No Walkout Basement (X) Yes () No	

Characteristics of Proposed Non Dwelling/Non Dwelling Additions/Detached Garages/Storage Sheds		Cost of Project
<input checked="" type="checkbox"/> Garage <u>24</u> ft by <u>26</u> ft () Storage Shed _____ ft x _____ ft () Fence _____ ft long x _____ high () other _____ ft x _____ ft		\$ _____
Outside Dimension () Addition to existing structure _____ ft x _____ ft	() Fence _____ ft x _____ ft	
Setback to Lot Line <u>6.5'</u> ft & Rear Lot Line _____ ft	Setback to Road Right of Way _____ ft	
Setback to Bluff _____	Type of road _____	
Setback to Wetland _____	Is wetland protected () Yes () No	
Setback to OHW (straight horizontal distance) _____	Elevation above OHW (Straight vertical distance) _____	
Setback to septic tank _____	Setback to drainfield _____	
Roof Change () Yes () No	Maximum height proposed _____	# of Stories _____
Bathroom proposed () Yes () No	Sleeping Quarters proposed () Yes () No	
*Garages and storage sheds cannot contain amenities for independent human habitation		

Characteristics of Proposed Water Oriented Structure*	Cost of Project \$
<input checked="" type="checkbox"/> Stairway () Deck () Boathouse () Screen Porch () Gazebo () Storage Structure	\$ _____
Outside Dimension _____ ft by _____ ft	Sq ft _____
Setback to Lot Line _____ ft & _____ ft	Setback to Bluff _____
Setback to OHW (straight horizontal distance) _____	Elevation above OHW (Straight vertical distance) _____
Setback to septic tank _____	Setback to drainfield _____
Maximum height proposed _____	
*Sleeping facilities or water supplies are not permitted in these structures	

THIS IS A SITE PERMIT ONLY AND DOES NOT CONSTITUTE A BUILDING PERMIT
AS SET FORTH IN MN STATE STATUTES.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. I also understand that, once issued, a permit is valid for a period of one (1) year from the date of issuance and that Planning and Zoning Staff may visit my property to ensure compliance. If my property is located within the shoreland district, I understand that it is my responsibility to inform the Planning & Zoning Office once the building footings have been constructed. A Site Permit may be revoked at any time upon violation of said Ordinances and approved setbacks. Any changes to this site permit results in nullification of this permit and a new permit will have to be obtained.

Signature

Date

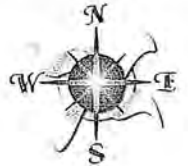
8-25-17

SKETCH OF PROPERTY

1. Please sketch all impervious coverage on your property; include dimensions.
 2. Sketch roadways adjacent to property - Include driveway location.
 3. Indicate setback distances, including distance to: Side Lot Line, Rear Lot Line, ROW/Centerline, Septic Tank and Drainfield.
 4. If you will be exceeding 15% impervious surface coverage, include a copy of your stormwater management plan. This applies to ANY lot that exceeds 15% coverage.
 5. If proposed project is a detached garage/storage shed that *will exceed 1 story*, include detailed design.
 6. Indicate where erosion control measures will be implemented and indicate storm water drainage pattern and how it will be maintained on the property.
-

PARCEL	
APP	SITE
YEAR	

See attached



Remember EROSION CONTROL!

Please use best management practices and/or silt fence to control erosion on all projects.

Authorized Agent Form

1. Form must be legible and completed in ink.

2. Check appropriate box(es). Write any specific restrictions on the checked item in the space provided (e.g. "garage site permit" or "valid only on permit applications submitted between 06/01/20XX and 08/01/20XX"). If you want your agent to represent you on a conditional use or variance application and also be authorized to obtain the related permit(s), be sure to check and complete the "permit application" item as well. If an item's box is checked and the accompanying space is left blank, the authorization granted on that item is valid for a period of one year from the date of signature on this form until Becker County Planning and Zoning receives signed, written notification from the property owner(s) stating otherwise or the property's ownership changes.

I (we), Merle Hanson hereby authorize Hunter Briard to act
(landowner-print name) (agent-print name)
as my (our) agent on the following item(s): appropriate box(es)

☒ permit application (write in permit "type" – e.g. site, septic, etc.): _____

☐ plat application: _____

☐ conditional use application: _____

☒ variance application: _____

☐ other: _____

on my (our) property located at:

Tax Parcel Number(s): 170257 000 Physical Site Address: _____

Legal Description: _____

Section: 22 Township: 138 Range: 042 Lot: _____ Block: _____ Plat Name: _____

Agent Contact Information

Agent address: 12568 East Pearl K Rd PL MN 56501
Street City State Zip Code

Agent phone #(s): _____ Agent fax #: _____

Agent email address: briardconst@lovetel.net

Merle Hanson
Property Owner(s) Signature(s)

8/28/17
Date

State of Minnesota
County of Becker

On this _____ day of _____ before me personally appeared _____

to me known to be the person(s) described in and who executed the foregoing instrument; and acknowledged

that _____ executed the same as _____ free act and deed.

(Notary Stamp)

Notary Public

Office Use Only:

Date received: _____ Expiration Date: _____

Mitigation Worksheet

PARCEL	
APP	Mitigation
YEAR	
SCANNED	

Applicant: Herb Hanson Parcel #: 170251000

Legal Description:

Lake Name: Lk Maud Lake Classification: R4

Property Dimensions:

Roadside Width: 75'

Depth Side 1: _____

Lakeside Width: 36'

Depth Side 2: _____

Total Lot Area: 10,711 Sq Feet



DETERMINING THE LAKE SETBACK

Mitigation may allow for you to build closer to the lake than the normally required setback. Mitigation will not allow anything to be built in the Shore Impact Zone. Also, even with mitigation, the landowner will be required to remain behind the setback average plus 20 ft. This is an imaginary line determined by averaging the distance that runs from the like structure that is closest to you on your neighbor's property to the right and the like structure closest to you on your neighbor's property to the left plus 20 ft.

Standard Required Setback: _____

Proposed Setback: -- _____

Difference: = _____ Credit Units Required for Mitigation

MITIGATING THE DIFFERENCE OF THE LAKE SETBACK

Vegetative Buffer: Establishing a vegetative buffer adjacent to the Ordinary High Water level and parallel to the shoreline that is at least 20 linear feet by 15 feet deep is worth 10 credit units.

- An additional 10 credit units may be gained for each shoreline increment that is 10 feet linear by 15 feet deep (Ex: $30 \times 15 = 20$ Credit Units).
- An additional 10 credit units may also be gained for each 10 foot linear segment of the buffer that is expanded to 25 feet deep (Ex: $20 \times 25 = 30$ Credit Units).

Size of Buffer: _____

Credit Units gained from buffer: _____

Structure Setback: One credit unit may be gained for each foot closer the structure is moved toward the standard required setback and away from the shoreline.

Ft / Credit Units gained: _____

Shore Impact Zone Removal: See description on next page.

Credit Units gained: _____

Total Mitigation Credits Gained: _____

FARCEL	
APP	Mitigation
YEAR	

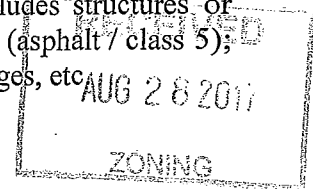
DETERMINING THE IMPERVIOUS SURFACE

On substandard size lots, surface coverage over 15% must be offset with mitigation. Impervious surface is not allowed to exceed 25% of any lot. Impervious surface includes structures or anything that reduces or prevents the infiltration of water, such as: driveways (asphalt / class 5); parking areas; concrete; impervious pavers; walks; decks; patios; houses; garages, etc.

Proposed Coverage: 23 %

Threshold Coverage: - 15 %

Difference: = (8) x (5) = 40 Credit Units Required for Mitigation



MITIGATING THE DIFFERENCE IN IMPERVIOUS SURFACE COVERAGE

Reduce Impervious Surface Coverage: 5 credit units is allowed for each percentage point reduction in coverage between 15 and 25 percent.

(_____ % coverage reduced) x (5) = Credit Units Gained _____

Stormwater Management: If water runoff is diverted into an approved onsite stormwater management system, 10 credit units may be gained for each 350 sq ft of surface area from which the runoff is contained on the property.

Example 350 Sq Ft of Surface Area Diverted = 10 Credit Units Gained

700 Sq Ft of Surface Area Diverted = 20 Credit Units Gained

diverting 1,920 sq ft house and garage with gutters Credit Units Gained 54.90

Berm: If a berm is established that is not less than 12 inches above grade and parallel to the shoreline to contain / control stormwater runoff, 10 Credit Units is allowed for every 25 feet of protected shoreline. This option is only available to properties of less than 8% grade to the lake.

Example 25 Feet of protected Shoreline = 10 Credit Units Gained

50 Feet of protected Shoreline = 20 Credit Units Gained

where ever a down spout for gutters is we will run into Rock pit. Credit Units Gained _____

Shore Impact Zone Removal (see below): Credit Units Gained _____

Total Mitigation Credit Units Gained: 54.90

SHORE IMPACT ZONE OPTION

Structures and other impervious surfaces are not allowed in the Shore Impact Zone, with the exception of landings, stairs and miscellaneous structures that are limited to a total of 32 square ft. Existing structures and impervious surfaces must be removed as a precondition to obtaining a site permit.

Mitigation credit is allowed for Shore Impact Zone removals. 5 Credit Units will be allotted for each 50 square feet of removal. *These Credit Units may be used in mitigating either the structure setback or the impervious surface coverage, but may only be used once.*

Credit Units Gained through Shore Impact Zone Removal = _____

**Please
Sign**

The mitigation options selected above are documented by an approved site and / or stormwater management plan filed with this agreement. The mitigations will be installed and maintained as a condition of occupancy and the property is subject to inspection as necessary by the governing authority of Becker County. These mitigations will be deed recorded to remain with the property through subsequent ownerships. _____ Owner(s) _____ Date

461482

QUIT CLAIM DEED

Individual(s) to Joint Tenants

No delinquent taxes and transfer entered.

Certificate of Real Estate Value

() filed

(✓) not required

Certificate of Real Estate Value

No.

July 13, 2000

19

Keith A Brekken
County Auditor
17.025/000 Revision

BECKER COUNTY RECORDER-STATE OF MN

Document No. 461482

Date JUL 17 2000 4:00 p.m.

I hereby certify that the within instrument was recorded in the office of Becker

County Recorder.

M. M. Matinson

County Recorder dm Dpty.

(reserved for recording data)

STATE DEED TAX HEREON: \$ 1.65

Date: May 23, 2000

FOR VALUABLE CONSIDERATION, Lorraine Manley and Thomas Manley, wife and husband, Joyce Eaton and James Eaton, wife and husband, and Marjorie Mitchell, a widow and not remarried, Grantors, hereby conveys and quit claims to Merle Hanson and Susan Hanson, as joint tenants, Grantees, real property in Becker County, Minnesota, described as follows:

That part of Government Lot 1 of Section 22, Township 138 North, Range 42 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at a found iron monument which designates the most easterly corner of Lot 1 of MAPLE BEACH, said plat is on file and of record in the office of the Recorder of said County from which the southerly line of said Lot 1 bears South 66 degrees 02 minutes 58 seconds West on an assumed bearing; thence South 41 degrees 42 minutes 56 seconds East 64.28 feet along the southwesterly line of a Dedicated Public Road according to the plat of said MAPLE BEACH to an iron monument; thence continuing South 41 degrees 42 minutes 56 seconds East 55.67 feet along the southwesterly line of said Dedicated Public Road to an iron monument, said point is the point of beginning; thence South 16 degrees 56 minutes 26 seconds East 74.98 feet continuing along the southwesterly line of said Dedicated Public Road to a found iron monument; thence South 89 degrees 03 minutes

chg
paid
well
not let

02 seconds West 154.19 feet to an iron monument; thence continuing South 89 degrees 03 minutes 02 seconds West 5 feet, more or less, to the water's edge of Lake Maud; thence northwesterly along the water's edge of said Lake Maud to the intersection with a line which bears South 74 degrees 22 minutes 32 seconds West from the point of beginning; thence North 74 degrees 22 minutes 32 seconds East 15 feet, more or less, to an iron monument; thence continuing North 74 degrees 22 minutes 32 seconds East 150.09 feet to the point of beginning. The above described tract contains 0.2 of an acre, more or less.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

RECEIPT # 141748
BECKER COUNTY
DEED TAX
AMT. PD. \$ 1.65
BECKER COUNTY TREASURER

JUL 17 2000

Lorraine Manley
Lorraine Manley

Thomas Manley
Thomas Manley

Joyce Eaton
Joyce Eaton

James Eaton
James Eaton

Marjorie Mitchell
Marjorie Mitchell

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 24 day of May 2000, ~~1999~~, by Lorraine Manley and Thomas Manley, wife and husband, Grantors.

Notarial Stamp or Seal
(or other title or rank)

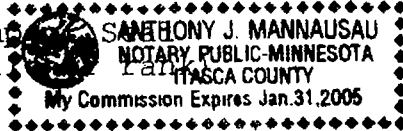
Sharon L. Lane
Notary Public

SHARON L. LANE
Notary Public, State of North Dakota
My Commission Expires Nov. 27, 2002
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL

STATE OF MINNESOTA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this
21 day of April, ~~1999~~²⁰⁰⁰, by Joyce Eaton and James
Eaton, wife and husband, Grantors.

Notarial Stamp
(or other title)



Anthony J. Mannausau
Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this
23rd day of May, ~~1999~~²⁰⁰⁰, by Marjorie Mitchell, a
widow and not remarried, Grantor.

Notarial Stamp
(or other title)



Donna Meyer
Notary Public

The consideration for this transfer is \$500.00 or less.

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

Merle & Susan Hanson
201 3rd St. NW
Dilworth, MN 56529

THIS INSTRUMENT WAS DRAFTED BY:
SCHURMAN LAW OFFICE
P.O. Box 419
102 East Holmes
Detroit Lakes, MN 56502


Becker County Parcel Information

[Zoning](#) | [Land Info](#) | [Bldg. Info](#) | [Addnl. Features](#)
[New Search](#)

Parcel information for parcel # 170251000

Summary

Parcel Number: 170251000
 Property Address: 20173 E MAUD LAKE RD
 DETROIT LAKES
 Owner Name: MERLE & SUSAN HANSON
 Owner Address: 201 3RD ST NW
 DILWORTH MN 56529
 Legal Description: Section 22 Township 138 Range 042
 BEG 100' N OF SW COR LOT 1 TH E 150' N 75' SW 150' & S 36' TO BEG

 [Show on Map](#)

Valuation

Tax Assessment Year	2015 Values	2014 Values	2013 Values
Estimated Building Value		\$7,700	\$7,500
Estimated Land Value		\$120,300	\$120,300
Estimated Machinery Value			
Total Estimated Value		\$128,000	\$127,800

Taxation

Tax Payable Year	2015 Payable	2014 Payable
Taxable Market Value	\$128,000	\$127,800
Tax Details - please see statement	2015 Statement	2014 Statement
Total Tax Levied	\$1,070.00	\$1,098.00
Total Payments		-\$1,098.00
Unpaid Balance	\$1,070.00	\$0.00

No prior years unpaid.

Zoning Information

Township	Zoning District	Other Descriptions
LAKE EUNICE	AGRICULTURAL	

Land Area

Deeded Acres	Front Footage	Effective Footage	Square Foot	Estimated Acres	Green Acres
0.2	36.000				

SITE PERMIT - FOR OFFICE USE ONLY: PID Number _____ YEAR _____

Date application received 8/28/17 Received By: [Signature] Assigned To: Kyle

Pre-inspection required ☐ Yes ☐ No Date pre-inspection completed: _____ By: _____

Footing Inspection Required: ☐ Yes ☐ No Date footing inspection completed: _____ By: _____

Mitigation Required: ☐ Yes ☐ No Worksheet completed by: _____

Date mitigation document sent to owner _____ date returned _____

Year of septic installation _____ Date of last certificate of compliance _____

New certificate of compliance required: ☐ Yes ☐ No

Comments from septic contractor: _____

Impervious calculations:

Impervious Surface On property:	Dimensions	Sq. Footage	Impervious Surface on property:	Dimensions	Sq. Footage
DRIVEWAY	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
				TOTAL SQ FT:	_____

Total Impervious area on site _____ ÷ Total Lot area _____ = _____ x
100 = _____ % of proposed lot coverage

Additional notes: _____

Application Fee: 260 + Cormorant Surcharge 4600 ^{mitigation fee} + Fines _____ = Total Fees 806.00

Application is hereby **GRANTED** in accordance with the application and supporting information by order of:

_____ as of this date _____

Application is hereby **DENIED** based on the fact that _____

by order of: _____ as of this date _____

Receipt Number _____ Date Paid _____

Additional Receipt Number _____ Date of Additional Receipt _____

Revised permit for added amount _____ OR Voided first receipt and given new receipt number _____

Date owner notified of application outcome: _____



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.

1:749

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

Date: 8/29/2017

Becker County



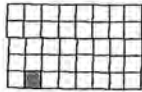


Leighton

broadcasting



A Marketing Company
"Serve, Connect and Celebrate
Our Community"
1340 Richwood Rd.
Detroit Lakes, MN 56501
Phone: 218-847-5624

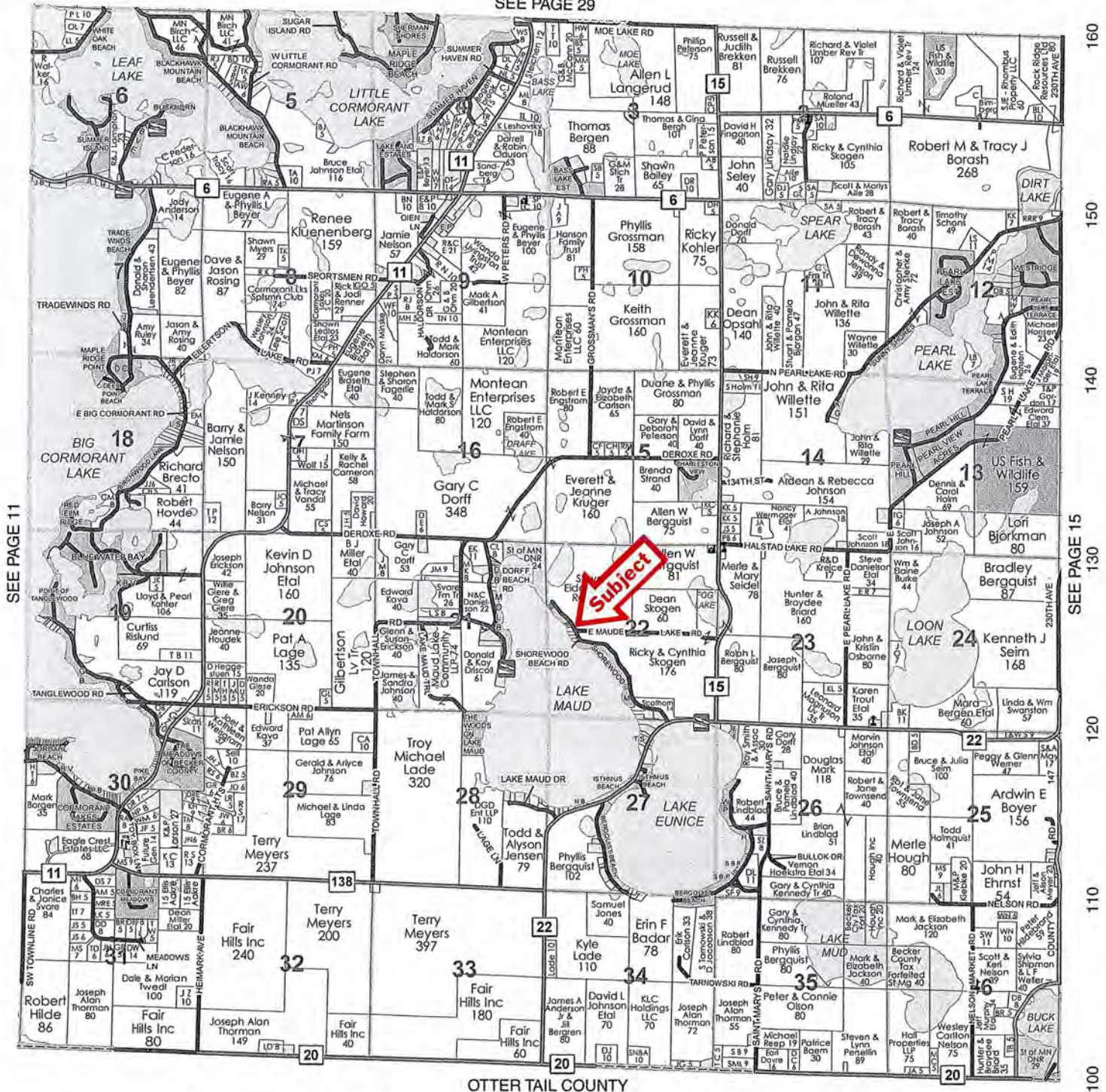


Lake Eunice

Township 138N - Range 42W

Copyright © 2016 Mapping Solutions

SEE PAGE 29



OTTER TAIL COUNTY