



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, June 14, 2018 @ 7:00 P.M.

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

APPLICANT: Gary & Barbara Tangen
Po Box 747
Coleraine, MN 55722

Project Location: 26475 Paradise Point Rd Detroit Lakes

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct an addition to an existing non-conforming dwelling, to be located at forty (40) feet and an attached garage to be located at sixty-eight (68) feet, from the ordinary high water mark of the lake, deviating from the required setback of seventy-five (75) feet from the OHW of a general development lake, due to setback issues and lot size.

LEGAL LAND DESCRIPTION: Tax ID number: 08.1193.000 Floyd

SubdivisionName PARADISE POINT SubdivisionCd 08047, Lot 12; Section 03, 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
YEAR	
SCANNED	

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

First name(s) Gary + Barbara Last Name Tangen
Mailing Address PO BOX 747 City, State, Zip Coleraine, MN 55722
Phone Number 320-221-1805-Gary Project Address: 26475 Paradise Point Rd. DL
Parcel number(s) of property: 218-849-4834-Joyce Sect - Twp - Range: 03-139-41
Township Name: Detroit Legal Description: Paradise Point
Lot 12 + Part of Lots 9 & 10.

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 construct an addition and an attached garage onto an existing house that was built in the 1950's and is sitting 40' from the OTW. The proposed addition would also be 40' from the OTW instead of the required amount of 75'.

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) 40' 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? 1176

What is the proposed addition square footage? addition 728 + attached garage 676.

What is the current height of the structure? 16'

What is the proposed height of the structure? addition 30'

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? 31.5%

What is the proposed percentage of lot coverage? 24.7%

Will be removing all concrete patios + sidewalks to bring this % down to where it should be.

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?
The proposed addition to the house would not sit any closer to the OTW than the house does now and we are able to bring down our impervious coverage by removing concrete.
- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes ☒ No () Why or why not?
New addition would still be in line with the neighbors, no different than it is presently.
- 3) In your opinion, does the proposal put property to use in a reasonable manner?
Yes ☒ No () Why or why not?
Same use as it has been, just adding more living space.
- 4) In your opinion, are there circumstances unique to the property?
Yes ☒ No () Why or why not?
Substandard size lot and the existing house is in good enough condition to build onto rather than tear it down and start all new.
- 5) In your opinion, will the variance maintain the essential character of the locality?
Yes ☒ No () Why or why not?
This is primarily a residential neighborhood and adding an addition and attached garage, will not alter this use at all.

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: Shirley A. Tauger

Date: 4/26/18

(Office Use)

Date Received 5-21-18

Accepted ☒

Incomplete Application []

Date 5-21-18

Wm Vandenberg
Zoning Administrator

To: Board of Adjustments

From ; Gary and Barb Tangen

We are requesting a variance for our addition to our current lake home. The existing house is in great condition and is level and square. We would like to make an addition to the west of the existing house keeping the same sight line that is currently there which lines up with the neighbors on both sides. The house has been a part of our family since 1969 when Barb's parents purchased the property and we would like to make an addition that would allow our family of three married children and nine grandchildren to enjoy our lake home for years to come. We enjoy all the seasons of the lake area has to offer. This is our retirement home and want to have space to enjoy it with our family and friends. Our family believe's it is important to maintain the quality of Floyd Lake and will install rain gutters and down spouts to direct rain water away from the lake. We thank you for your consideration.

Respectfully Submitted,

Gary and Barb Tangen

170823.00



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) 08.1193.000 Property (E911) Address 26475 Paradise Point Rd D.L. **911 Address Needed Legal Description Paradise Point Lot 12 + part of lots 9, 10 + 13

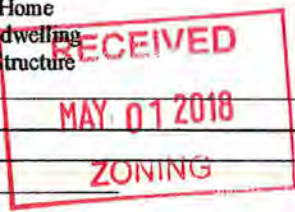
Lake/River Name Floyd Lake/River Class GD Township Name Detroit Section 03 TWP No. 139 Range 41

Property Owner Last Name First Name Mailing Address Phone 320-221-1805 Gary Tangen, Gary + Barbara PO BOX 747 218-849-4834 Joyce Contractor Name Lic # Coleraine, MN 55722

Proposed Project (Check those that apply)

☐ New Dwelling ☒ Addition to Dwelling ☐ Replacement Dwelling* ☐ Mobile/Manfac. Home
☒ Attached Garage ☐ Detached Garage ☐ Storage Structure ☐ Addition to Non-dwelling
☐ Stairway ☐ Deck ☐ Recreational Unit ☐ Water Oriented Structure
☐ Fence ☐ Other ☐ Non Conforming Replacement (identify)

*Existing Dwelling to be removed prior to



Onsite Water Supply () Deep Well (X) 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 Holding Tank Date of Installation 2000 Last Date Certified 2000
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 12,575 sq ft or acres Water Frontage 100 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
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Ex: Patio	10 x 12	120
DRIVEWAY		650
Proposed att. garage	26 x 26	676
Proposed addition	26 x 28	728

existing house	44 x 24	1056
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Total Impervious Material 3,110

Impervious Lot Coverage $\frac{3110}{12,575} \times 100 = 24.7\%$
Total Impervious Lot Area Impervious Coverage Percentage

Topographical Alteration/Earth moving

() None (X) 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**() Dwelling _____ ft by _____ ft (X) Attached Garage 26 ft x 26 ft\$ 88,300Outside Dimension () Deck/Patio _____ ft x _____ ft (X) Addition to existing 26 ft x 28 ftSetback to Side Lot Line 14' ft & Rear Lot Line _____ ft Setback to Road Right of Way 25' ftSetback to Bluff _____ Type of road Township

Setback to Wetland _____ Is wetland protected () Yes () No

Setback to OHW (straight horizontal distance) 40' Elevation above OHW (Straight vertical distance) _____Setback to septic tank 10(+) Setback to drainfield N/ATotal No. Bedrooms 4 Maximum height proposed 30' # of Stories 2

Roof Change (X) Yes () No Basement () Yes (X) No Walkout Basement () Yes (X) No

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

() Garage _____ ft by _____ 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 _____ 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 \$** _____

() 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. 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

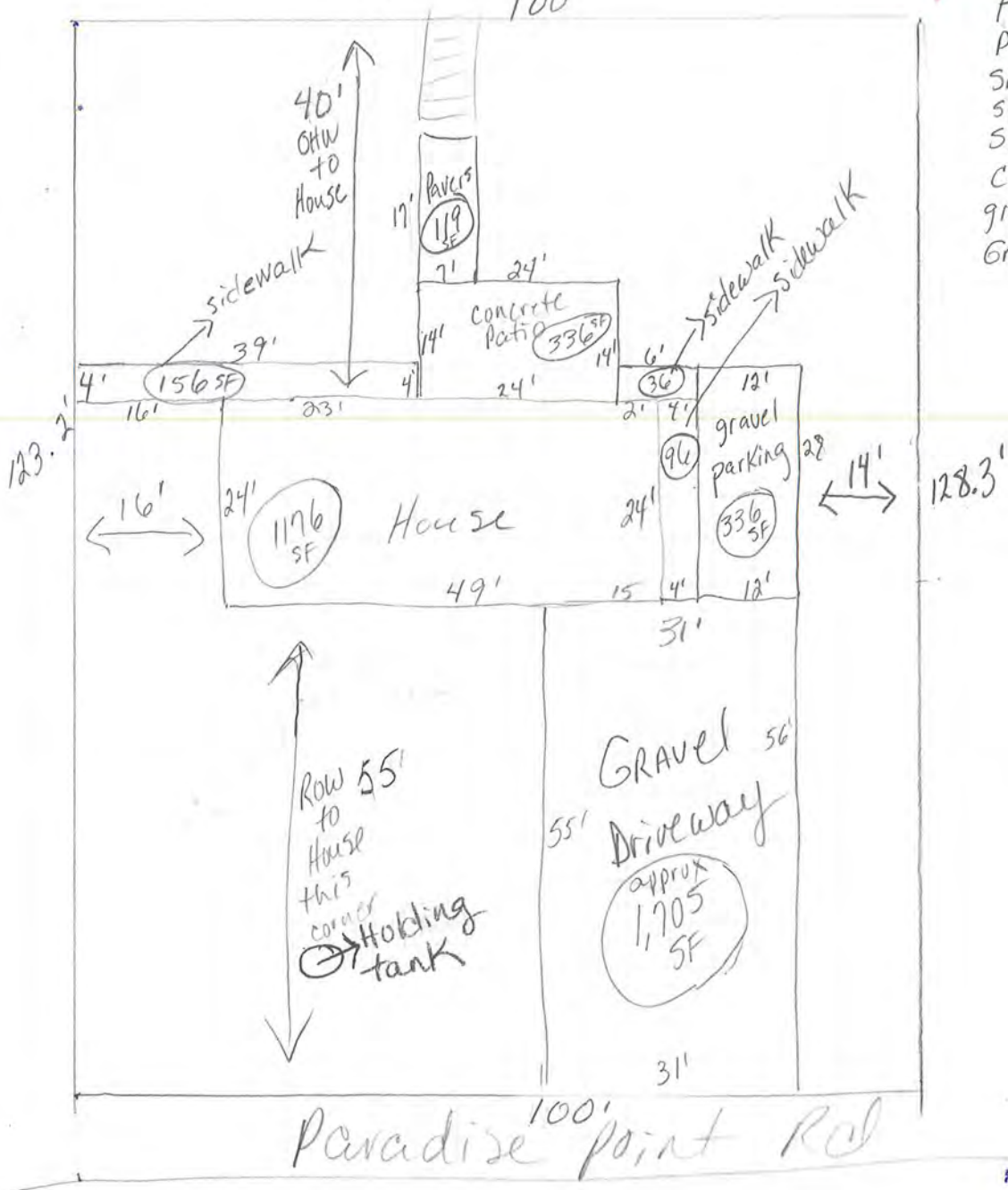


GOODIN COMPANY

Wholesalers

Big Floyd Lake
100'

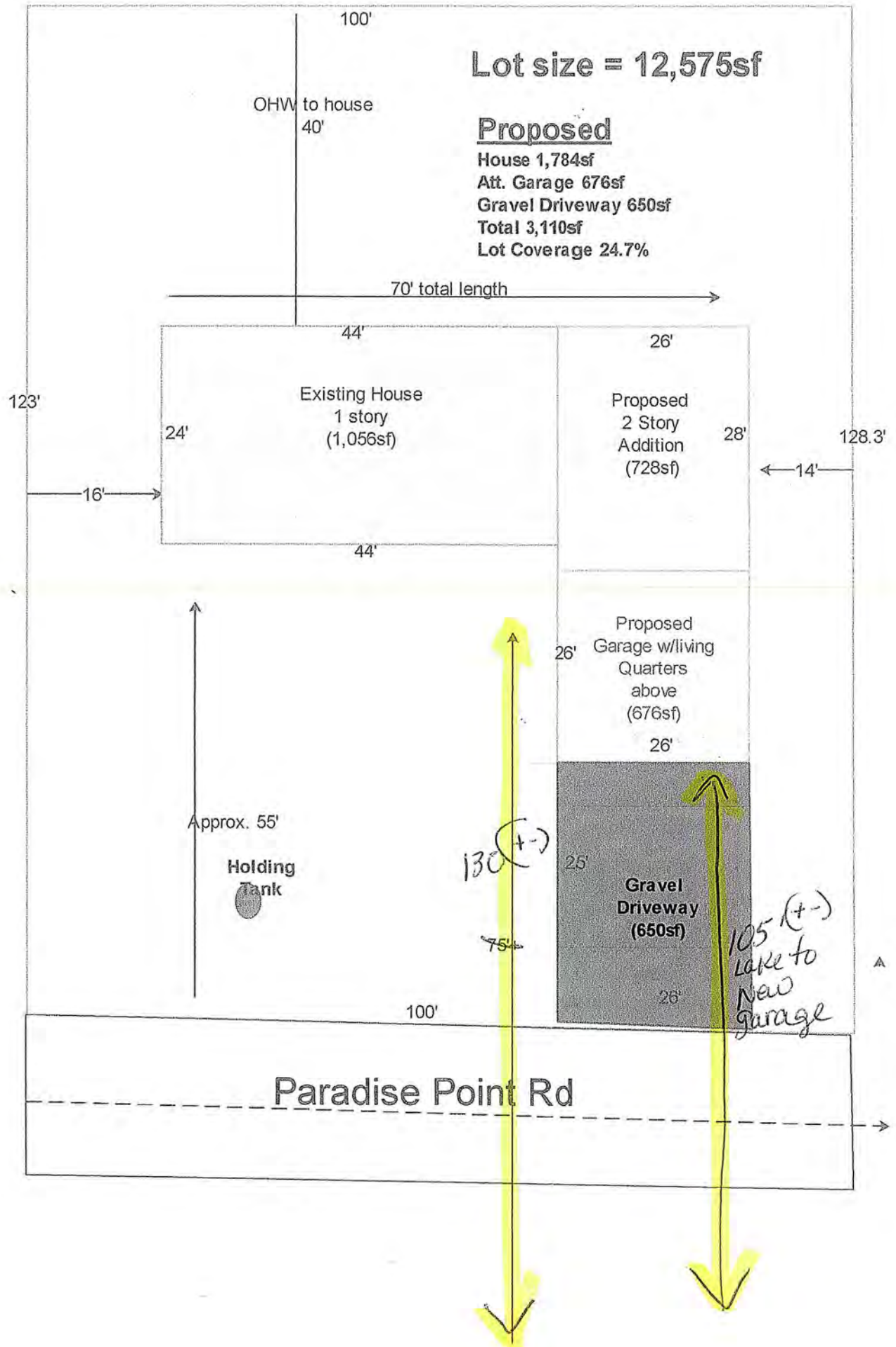
Present View



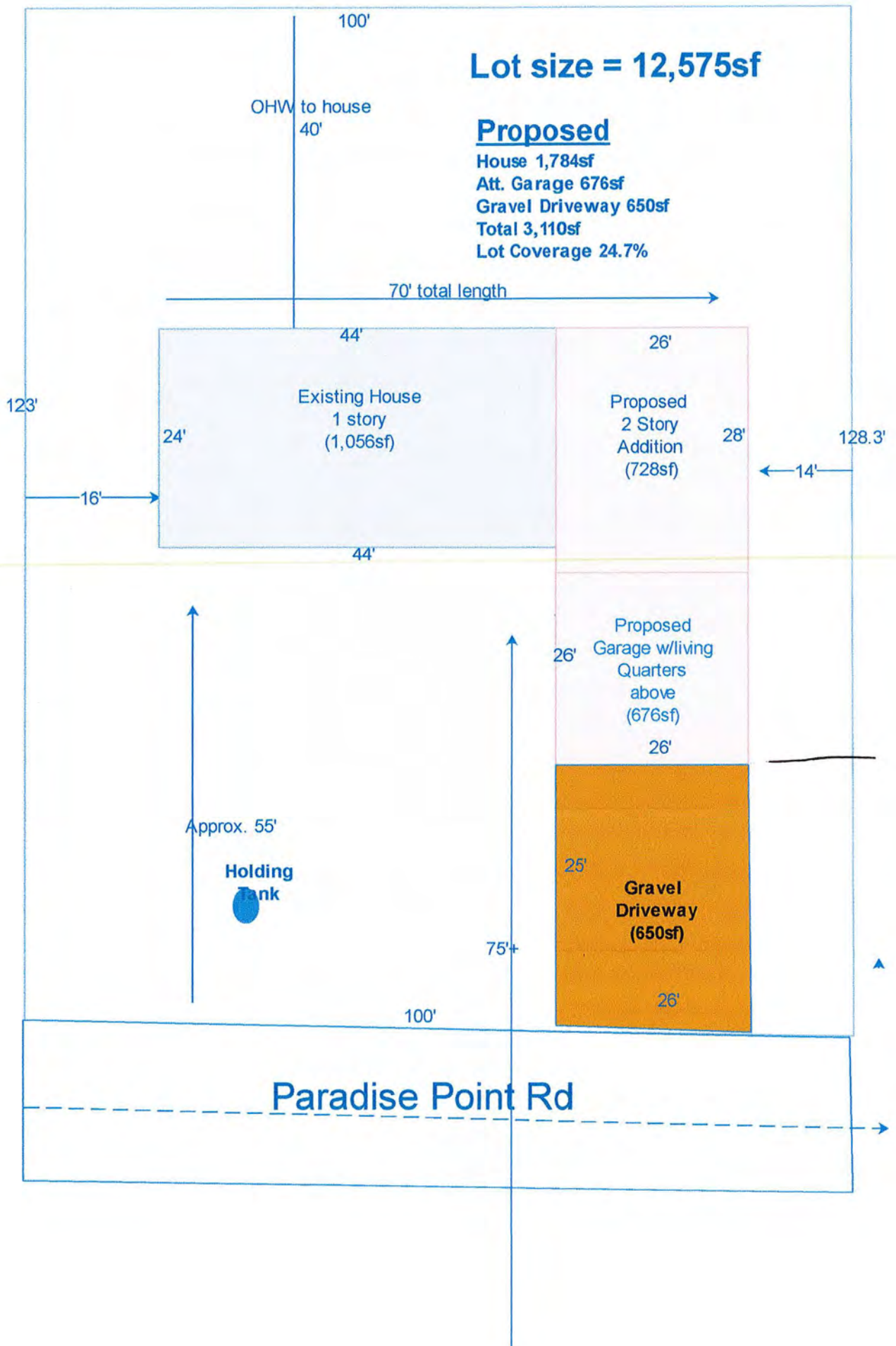
- House 1176
- Pavers 119
- Sidewalk 156
- Sidewalk 36
- Sidewalk 96
- Concrete pat. 336
- Gravel parking 336
- Gravel Drive 1,705

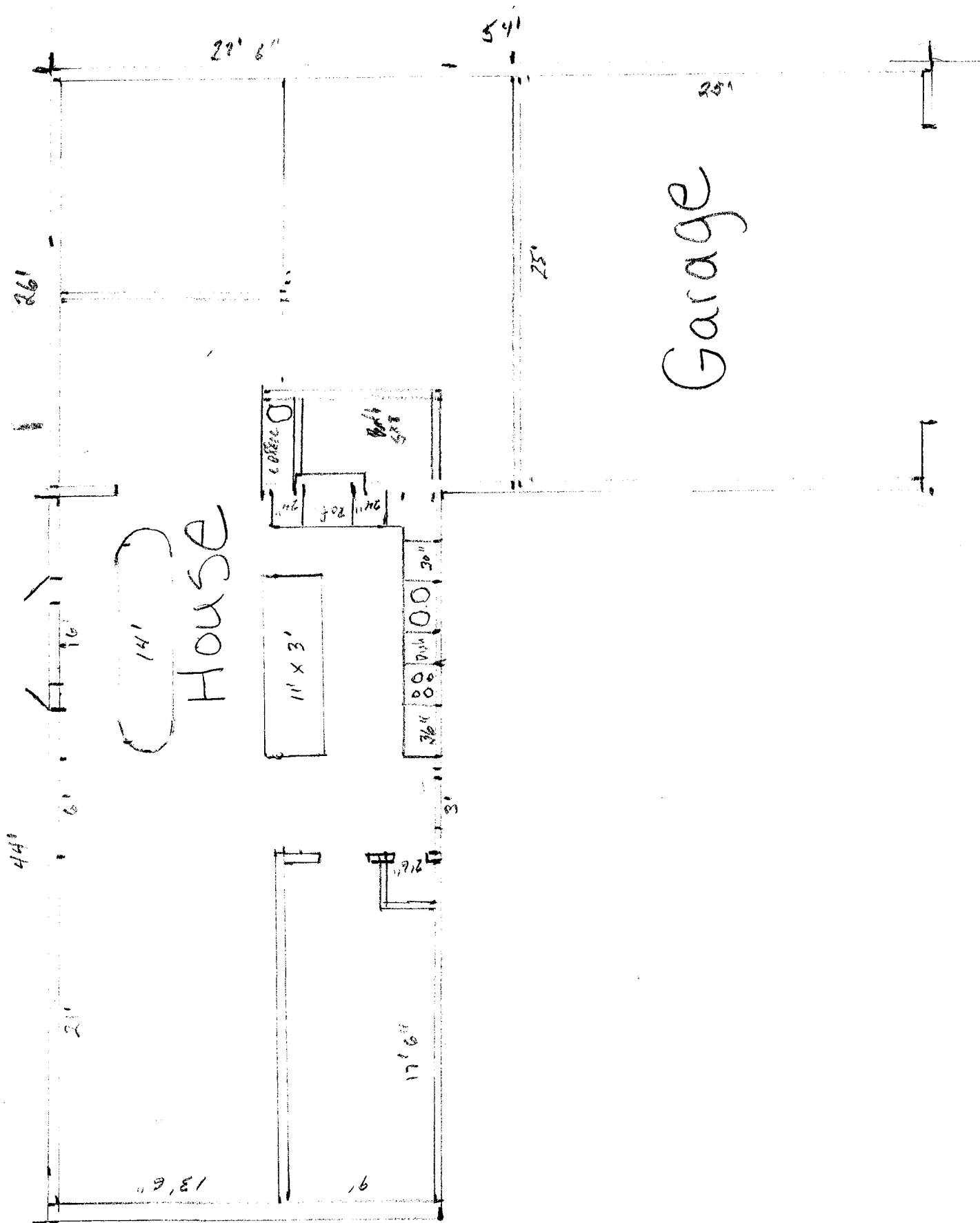
3,960 SF
31.5%

Big Floyd Lake



Big Floyd Lake





Make Green
Space

Green
Space

New
Attached
Garage
Here

Drive way

New
Foundation
Here





Remove

Removing
all concrete

Remove

Removing all this concrete

And sidewalk →





a lot line adjustment
was made many years
ago without a survey
giving the neighbor 10'
along this
part of
this property
line. Leaving
100' along
the road.



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), Gary + Barb Targen 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.): _____

☐ plat application: _____

☐ conditional use application: _____

☒ variance application: _____

☐ other: _____

on my (our) property located at:

Tax Parcel Number(s): 08.1193.000 Physical Site Address: 26475 Paradise Point Rd

Legal Description: Paradise Point Lot 12 + Part of Lots 9 & 10 PL MN 56501

Section: 03 Township: 139 Range: 41 Lot: 12 Block: _____ Plat Name: Paradise Point

Agent Contact Information

Agent address: 13600 E Pearl Lake Rd D.L. MN 56501
 Street City State Zip Code

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

Agent email address: joyceholm@hotmail.com

Gary A. Targen
 Property Owner(s) Signature(s)

4/26/18
 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: _____

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

Date application received _____ Received By: _____ Assigned To: _____

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: 1324 + Mitigation 46 + Fines _____ = Total Fees 1370

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: _____

Mitigation Worksheet

YEAR	2012
SCANNED	

Applicant: Gary & Barbara Tangen Parcel #: 08.1193.000

Legal Description: Paradise Point Lot 12

Lake Name: Big Floyd

Lake Classification: GD

Property Dimensions:

Roadside Width: 100'

Depth Side 1: 123.2

Lakeside Width: 100'

Depth Side 2: 128.3

Total Lot Area: 12,575 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: 75'

Proposed Setback: -- 40'

Difference: = 35 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: 48.8

Total Mitigation Credits Gained: 48.8

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: 24.7 %

Threshold Coverage: - 15 %

Difference: = (9.7) x (5) = 48.5 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

Credit Units Gained 70

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: 70

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 = 48.8

**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.

Larry A. Nauman

Owner(s) 4/26/18 Date

Mitigation

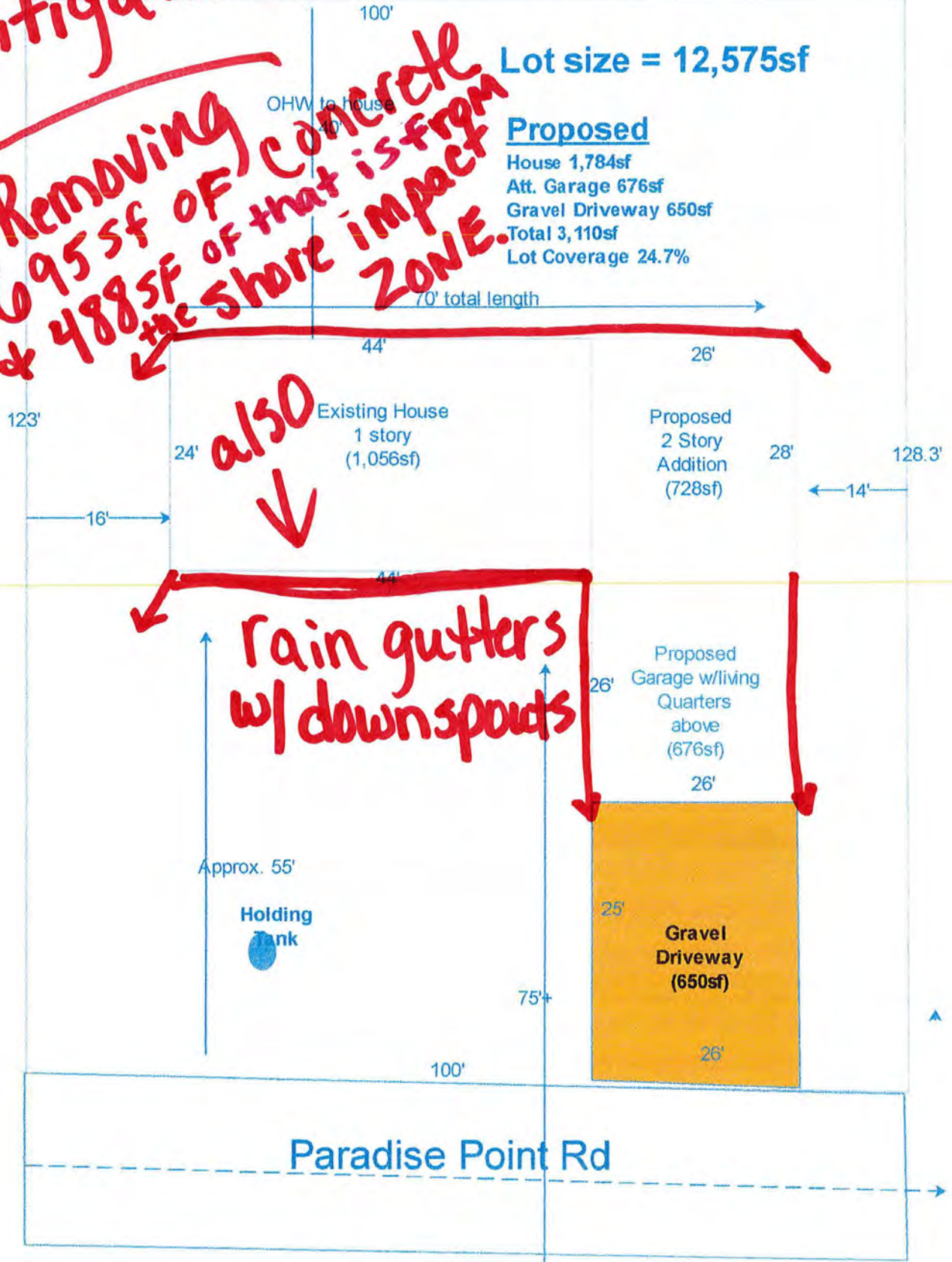
Big Floyd Lake

Lot size = 12,575sf

Removing 695sf of concrete
& 488sf of that is from
the shore impact
ZONE.

Proposed

House 1,784sf
Att. Garage 676sf
Gravel Driveway 650sf
Total 3,110sf
Lot Coverage 24.7%



**PERMIT MUST BE
POSTED AT THE
CONSTRUCTION SITE**

Becker County Planning & Zoning

835 Lake Ave, P O Box 787

Detroit Lakes, MN 56502-0787

Phone (218)-846-7314; Fax (218)-846-7266

Onsite Septic System Site Evaluation/Design Tax Parcel Number 08.1193.000 911 Address 26475 Paradise Pt Rd

Legal Description: Lot 12 Paradise Point Section 3 TWP 139N Range 41W

Lake Name None Lake Classification GD Township Name Detroit

Owner's Name Lucy Stucke Address 26475 Paradise Point Road

City Detroit Lakes State/Zip MN 5500 Phone Number 727-8246

Number of Bedrooms 3
Design Flow 450 GPD

Well Casing Depth < 50'
Depth of other Wells within
100 ft of system < 50'

Garbage Disposal (Yes) (No)
Grinder Pump/Lift Station
In House (Yes) (No)

Type of Observation: Probe Pit Boring

Original Soil (Yes) (No) Compacted Soil (Yes) (No)

Depth to Restricting Layer _____

Maximum of Depth of System _____

Perc Rate _____ Soil Sizing Factor _____

Proposed Design

- () Replace Septic Tank
() Septic Tank/Drainfield
() Drainfield Only
(X) Holding Tank
() Lift Station

Type of Drainfield

- () Standard (gravelless/chamber)
() Standard (rock depth _____)
() Standard Bed
() Mound () At Grade
() Pressurized Bed

SOIL BORING LOG

DEPTH (INCHES)	TEXTURE	COLOR & MUNSELL NO.	STRUCTURE
			BLOCKY PLATY PRISMATIC NONE
			BLOCKY PLATY PRISMATIC NONE
			BLOCKY PLATY PRISMATIC NONE
			BLOCKY PLATY PRISMATIC NONE

SOIL BORING LOG

DEPTH (INCHES)	TEXTURE	COLOR & MUNSELL NO.	STRUCTURE
			BLOCKY PLATY PRISMATIC NONE
			BLOCKY PLATY PRISMATIC NONE
			BLOCKY PLATY PRISMATIC NONE
			BLOCKY PLATY PRISMATIC NONE

Attach
Perc Test
Information
If Required

Name and Address of Designer Richard Vaneberg Detroit Lakes Phone 847-7372

MPCA Number 1910 Date of Site Evaluation 6-31-00 Signature of Designer [Signature]

Name of Installer (if different from Designer) _____ MPCA Number _____

FOR USE BY BECKER COUNTY ENVIRONMENTAL SERVICES DEPARTMENT ONLY

*** Any changes to the permit must first be approved by Becker County Planning & Zoning. No system shall be covered up without inspection by Becker County Planning & Zoning.

*** Inspections must be scheduled at least 24 hours prior to time requested.

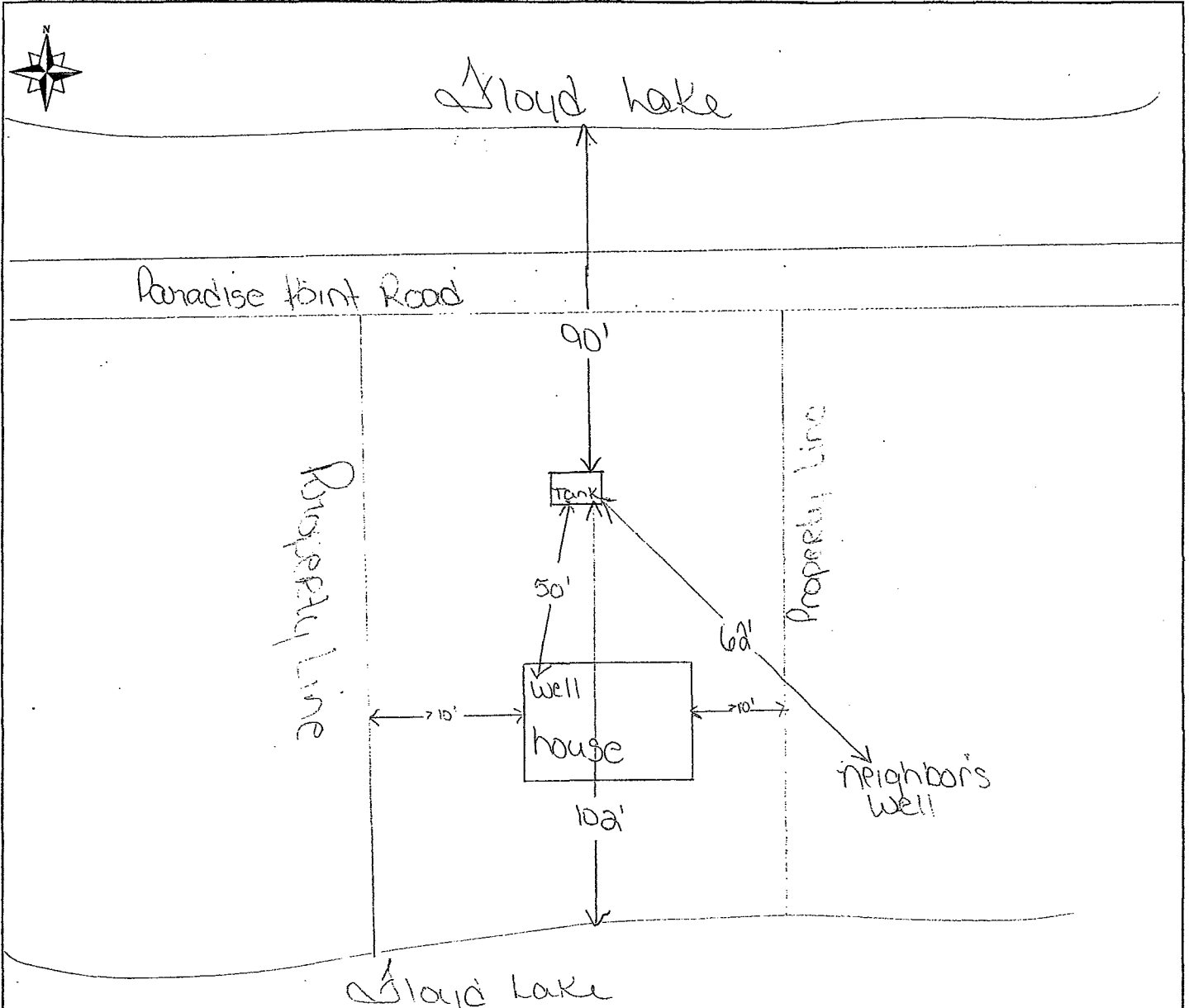
Date Received <u>7/25/00</u>	Application Fee <u>75⁰⁰</u>	State Surcharge <u>.50</u>	Total <u>75⁵⁰</u>
<p>[] Application is hereby denied [X] Application is hereby granted to <u>Lucy Stucke</u> to install an individual septic system according to the specifications of the site evaluation and design submitted to the Becker County Environmental Services Office. By Order of: <u>[Signature]</u></p>			
Signature of Becker County Qualified Employee <u>[Signature]</u>		Date Permit Issued <u>7/25/00</u>	Permit Number <u>15035</u>
This permit expires on <u>7/25/01</u>			

The site plan must be drawn to dimension or to scale:

septic

- *Scale - One inch = 40 ft
- *Location of any Unsuitable Soil
- *Soil Borings & Per Test Locations
- *Alternate Drainfield Location

- *Dimensions of Lot
- *Existing & Proposed Buildings
- *Easements & setbacks
- *Tank Access Route
- *Well & Water Line Locations
- *Distance from Property Lines
- *Distance from buildings
- within 100 ft of System
- *Distance from OHWM



	Tank (estimated)	Tank (actual)	Drainfield (estimated)	Drainfield (actual)	
Distances to Well	50'	50'			Tank size <u>1500</u>
Distance to Building	50'	20'			Lift station size _____
Distance to Property Line	> 10'	> 10'			Drainfield size _____
Distance to Pressure Line	50'	50'			Pump HP _____
Distance to Ordinary High Water		46"			Date Installed <u>7/25/00</u>

FOR USE BY BECKER COUNTY ENVIRONMENTAL SERVICES DEPARTMENT ONLY

CERTIFICATE OF COMPLIANCE

() Certificate is Hereby Denied
 (X) Certificate is Hereby Granted Based upon the Application, addendum from, plans, specifications and all other supporting data.
 With property maintenance, this system can be expected to function satisfactory, however, this is not a guarantee.

Signature Hebi Mott Title Supervisor of Inspectors Date 7/25/00

(Certificate of Compliance is not valid unless signed by a Registered Qualified Employee)

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

PIN: 08.1193.000
BILL NUMBER: 1211734
LENDER:
OWNER NAME: TANGEN GARY A

TAXPAYER(S):

GARY A TANGEN & BARBARA J TANGEN
PO BOX 747
COLERAINE MN 55722

\$\$\$

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
26475 PARADISE POINT RD
DETROIT LAKES, MN 56501

DESCRIPTION
Section 03 Township 139 Range 041
SubdivisionName PARADISE POINT
SubdivisionC4 08047

Line 13 Detail
S-1010/15 SOLIC 40.00
S-7301/18 STORM 27.86
Principal 67.86
Interest 0.00

TAX STATEMENT

2018

2017 Values for taxes payable in

	VALUES AND CLASSIFICATION	
	2017	2018
Step 1	Taxes Payable Year:	
	Estimated Market Value:	328,200 338,700
	Homestead Exclusion:	0 0
	Taxable Market Value:	328,200 338,700
	New Improvements	
	Expired Exclusions:	
	Property Classification:	Seasonal Seasonal
	Sent in March 2017	
Step 2	PROPOSED TAX	
	Sent in November 2017	
		2,624.00
Step 3	PROPERTY TAX STATEMENT	
	First half taxes due 05/15/2018	\$1,344.00
	Second half taxes due 10/15/2018	\$1,344.00
	Total taxes due in 2018	\$2,688.00

Tax Detail for Your Property:			
Taxes Payable Year:		2017	2018
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
	3. Property taxes before credits	\$2,602.91	\$2,620.14
	4. Credits that reduce property taxes		
	A. Agricultural and rural land credits	\$0.00	\$0.00
	B. Other credits	\$0.00	\$0.00
	5. Property taxes after credits	\$2,602.91	\$2,620.14
Property Tax by Jurisdiction	6. BECKER COUNTY	A. County	\$1,308.38 \$1,304.07
	7. DETROIT		\$348.93 \$340.92
	8. State General Tax		\$589.13 \$608.81
	9. SCHOOL DISTRICT 0022		
		A. Voter approved levies	\$0.00 \$0.00
		B. Other local levies	\$299.06 \$312.60
	10. Special Taxing Districts		
		A. BC EDA	\$7.85 \$7.56
		B. Others	\$49.56 \$46.18
		C. TIF	\$0.00 \$0.00
	11. Non-school voter approved referenda levies		\$0.00 \$0.00
	12. Total property tax before special assessments		\$2,602.91 \$2,620.14
	13. Special assessments		\$69.09 \$67.86
	14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		\$2,672.00 \$2,688.00
	Tax Amount Paid		\$0.00

2

2nd Half Payment Stub - Payable 2018

Detach and return this stub with your 2nd half payment.
To avoid penalty, pay on or before October 15, 2018.

PIN: 08.1193.000
AIN:

BILL NUMBER: 1211734

TAXPAYER(S): GARY A TANGEN & BARBARA J TANGEN
PO BOX 747
COLERAINE MN 55722

Paid By _____

Total Property Tax for 2018 \$2,688.00
2nd Half Tax Amount \$1,344.00
Penalty, Interest, Fee Amount \$0.00
Amount Paid \$0.00
2nd Half Total Amount Due \$1,344.00
Balance Good Through 10/15/2018
Seasonal

MAKE CHECKS PAYABLE TO:

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

1

1st Half Payment Stub - Payable 2018

Detach and return this stub with your 1st half payment.
To avoid penalty, pay on or before May 15, 2018.

If your tax is \$100.00 or less, pay the entire tax by May 15, 2018.

PIN: 08.1193.000
AIN:

BILL NUMBER: 1211734

TAXPAYER(S): GARY A TANGEN & BARBARA J TANGEN
PO BOX 747
COLERAINE MN 55722

Paid By _____

Total Property Tax for 2018 \$2,688.00
1st Half Tax Amount \$1,344.00
Penalty, Interest, Fee Amount \$0.00
Amount Paid \$0.00
1st Half Total Amount Due \$1,344.00
Balance Good Through 05/15/2018
Seasonal

MAKE CHECKS PAYABLE TO:

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

609237

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 609237

July 15, 2013 at 11:11 AM

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

Darlene Maneval, County Recorder

By SKS Deputy

08.1193.000

TRANSFER ON DEATH DEED

by Unmarried Grantor Owner

NO DEED TAX DUE

Date: July 11, 2013

Luella I. Stucke, an unmarried person (Grantor Owner), hereby convey(s) and quitclaim(s) to Barbara J. Tangen; Duane R. Stucke; Cheryl Lynn Cogley; and Brenda Lee Klamerus, an undivided one-fourth interest to each (Grantee Beneficiary), effective on the death of the Grantor Owner, real property in Becker County, Minnesota, described as follows:

Seller's interest in that certain Contract for Deed dated May 6, 2013, recorded May 20, 2013, as Document No. 607670, in and to the following: Lot Twelve (12), Paradise Point, of part of Lots Nine (9) and Ten (10), of Section Three (3), Township One Hundred Thirty-nine (139), Range Forty-one (41), including all the right, title and interest in that part of Lot Twelve (12), which by accretion or otherwise, lies North of the dedicated public road and which borders on Mud Lake in said Paradise Point as above described, EXCEPT All that part of Lot 12 and Lot 13 of said Plat of (continued on attachment)

together with all hereditaments and appurtenances belonging thereto.

If Barbara J. Tangen, (Grantee) predeceases Grantor, her interest shall pass to her descendants by right of representation.

If Duane R. Stucke, (Grantee) predeceases Grantor, his interest shall pass to his descendants by right of representation..

If Cheryl Lynn Cogley, (Grantee) predeceases Grantor, her interest shall pass to her descendants by right of representation.

If Brenda Lee Klamerus, (Grantee) predeceases Grantor, her interest shall pass to her descendants by right of representation..

Luella I. Stucke
Luella I. Stucke

STATE OF MINNESOTA :

ss.

COUNTY OF McLEOD :

The foregoing instrument was acknowledged before me this 11th day of July, 2013, by Luella I. Stucke, an unmarried person.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Sue H. Bahr

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Neil J. Jensen
Attorney at Law
MELCHERT HUBERT SJODIN, PLLP
22 North Main St.
Hutchinson, MN 55350
(320) 587-2048
Atty. Reg. No. 50088



chg
paid
well
non/std
extra

Paradise Point lying Northerly and Westerly of the following described line: Commencing at a found iron monument which designates the most northerly corner of Lot 12 of PARADISE POINT, plat of which is on file and of record in the office of the Recorder of Becker County, Minnesota; thence South 52 degrees 02 minutes 21 seconds East 10.55 feet on an assumed bearing along the northeasterly line of said Lot 12 to the point of beginning of the boundary line to be described; thence South 39 degrees 31 minutes 12 seconds West 5.32 feet to a found iron monument; thence continuing South 39 degrees 31 minutes 12 seconds West 106.41 feet to a point on the northwesterly line of said Lot 12; thence South 34 degrees 06 minutes 52 seconds West 0.79 feet along the Northwesterly line of said Lot 12 to a found iron monument; thence continuing South 34 degrees 06 minutes 52 seconds West 20 feet, more or less, along the northwesterly line of said Lot 12 to the water's edge of Big Floyd Lake and said line there terminates;

607670

No delinquent taxes and transfer entered
this 20th day of May, 2013

Ryan L. Tangen
Becker County Auditor/Treasurer

By [Signature] Deputy

08-1193-000

CERTIFICATE OF REAL ESTATE VALUE FILED #9327

CONTRACT FOR DEED
Individual(s) to Joint Tenants

Date: MAY 6, 2013

Becker County Recorder

Well Certificate Received 5-20-2013

Darlene Maneval
Deputy Eja Becker County Recorder

THIS CONTRACT FOR DEED is made on the above date by Luella I. Stucke, an unmarried widow, Seller (whether one or more), and Gary A. Tangen and Barbara J. Tangen, husband and wife, Purchasers, as joint tenants.

Seller and Purchaser agree to the following terms:

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

Lot Twelve (12), Paradise Point, of part of Lots Nine (9) and Ten (10), of Section Three (3), Township One Hundred Thirty-nine (139), Range Forty-one (41), including all the right, title and interest in that part of Lot Twelve (12), which by accretion or otherwise, lies North of the dedicated public road and which borders on Mud Lake in said Paradise Point as above described, EXCEPT All that part of Lot 12 and Lot 13 of said Plat of Paradise Point lying Northerly and Westerly of the following described line: Commencing at a found iron monument which designates the most northerly corner of Lot 12 of PARADISE POINT, plat of which is on file and of record in the office of the Recorder of Becker County, Minnesota; thence South 52 degrees 02 minutes 21 seconds East 10.55 feet on an assumed bearing along the northeasterly line of said Lot 12 to the point of beginning of the boundary line to be described; thence South 39 degrees 31 minutes 12 seconds West 5.32 feet to a found iron monument; thence continuing South 39 degrees 31 minutes 12 seconds West 106.41 feet to a point on the northwesterly line of said Lot 12; thence South 34 degrees 06 minutes 52 seconds West 0.79 feet along the Northwesterly line of said Lot 12 to a found iron monument; thence continuing South 34 degrees 06 minutes 52 seconds West 20 feet, more or less, along the northwesterly line of said Lot 12 to the water's edge of Big Floyd Lake and said line there terminates.

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

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

X 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.

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, reservations, 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 Purchasers pursuant to paragraph 6 of this contract; and
- (e) The following liens or encumbrances: None.

chg
paid
well
non/std
extra

3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchasers' prompt and full performance of this contract, Seller shall:
- (a) Execute, acknowledge and deliver to Purchasers a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchasers, 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 Purchasers have created, suffered or permitted to accrue after the date of this contract; and
 - (iii) The following liens or encumbrances: None; and
 - (b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.
4. **PURCHASE PRICE.** Purchasers shall pay to Seller, at her place of residence, the sum of One hundred thousand and no/00— (\$ 100,000.00), as and for the purchase price for the Property, payable as follows:
\$ 100,000.00 Payments of interest only on July 1, 2013, and quarterly thereafter (each October 1st, January 1st, and April 1st); payments to continue until July 1, 2018, at which time the entire unpaid balance shall be due and payable in full. Interest shall commence on date of closing at the rate of four (4)% percent per annum.
5. **PREPAYMENT.** Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.
6. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchasers 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 2013 and in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.
7. **PROPERTY INSURANCE.**
- (a) **INSURED RISKS AND AMOUNT.** Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of full insurable value and provide Seller with paid receipt of same. 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, Purchasers 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 Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
 - (c) **NOTICE OF DAMAGE.** In the event of damage to the Property by fire or other casualty, Purchasers 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 Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchasers.
 - (b) **PURCHASERS' 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, Purchasers 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 Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers 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. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers 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.** Purchasers shall, at their 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 Purchasers are 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 Purchasers 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 Purchasers 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 Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchasers.

12. WASTE, REPAIR AND LIENS. Purchasers shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers 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. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

13. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchasers' full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers 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 Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party. (Additional assignment language, if any, is included at paragraph 20.)

15. **PROTECTION OF INTERESTS.** If Purchasers fail to pay any sum of money required under the terms of this contract or fail to perform any of their 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 Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their 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 Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract canceled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers 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 paragraph of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. **ASSESSMENTS BY OWNERS' ASSOCIATION.** If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
- (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
 - (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
 - (i) Purchasers' 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 in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers 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 Purchasers.

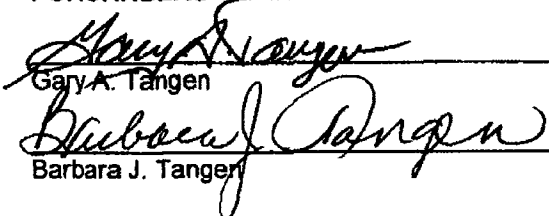
20. **ADDITIONAL TERMS.**

None.

SELLER(S)


Luella F. Stucke

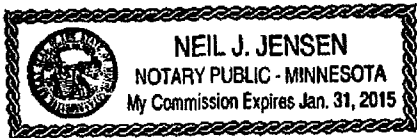
PURCHASERS

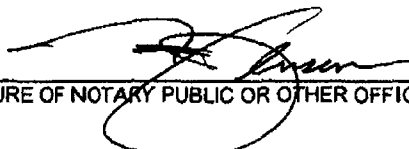

Gary A. Tange
Barbara J. Tange

STATE OF MINNESOTA :
 : ss.
COUNTY OF McLEOD :

The foregoing instrument was acknowledged before me this 6 day of MAY, 2013, by
Luella I. Stucke, an unmarried widow

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)




SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

STATE OF MINNESOTA :
 : ss.
COUNTY OF McLEOD :

The foregoing instrument was acknowledged before me this 13th day of May, 2013, by
Gary A. Tangen and Barbara J. Tangen, husband and wife

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)




SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

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:

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
Neil J. Jensen
Attorney at Law
MELCHERT HUBERT SJODIN, PLLP
22 North Main Street
(320) 587-2046
Atty. Reg. No. 50088

Gary A. and Barbara J. Tangen
405 Congdon Street, PO Box 747.
Coleraine, MN 55722

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



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: 5/16/2018

Becker County



MEADOWLAND SURVEYING INC.

Surveying the Lakes Area Since 1946

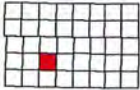
For all your land survey needs, contact our friendly staff at:
1118 Highway 59 South • Detroit Lakes, Minnesota 56501
frontdesk@meadowlandsurveying.com

218-847-4289

www.meadowlandsurveying.com

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!

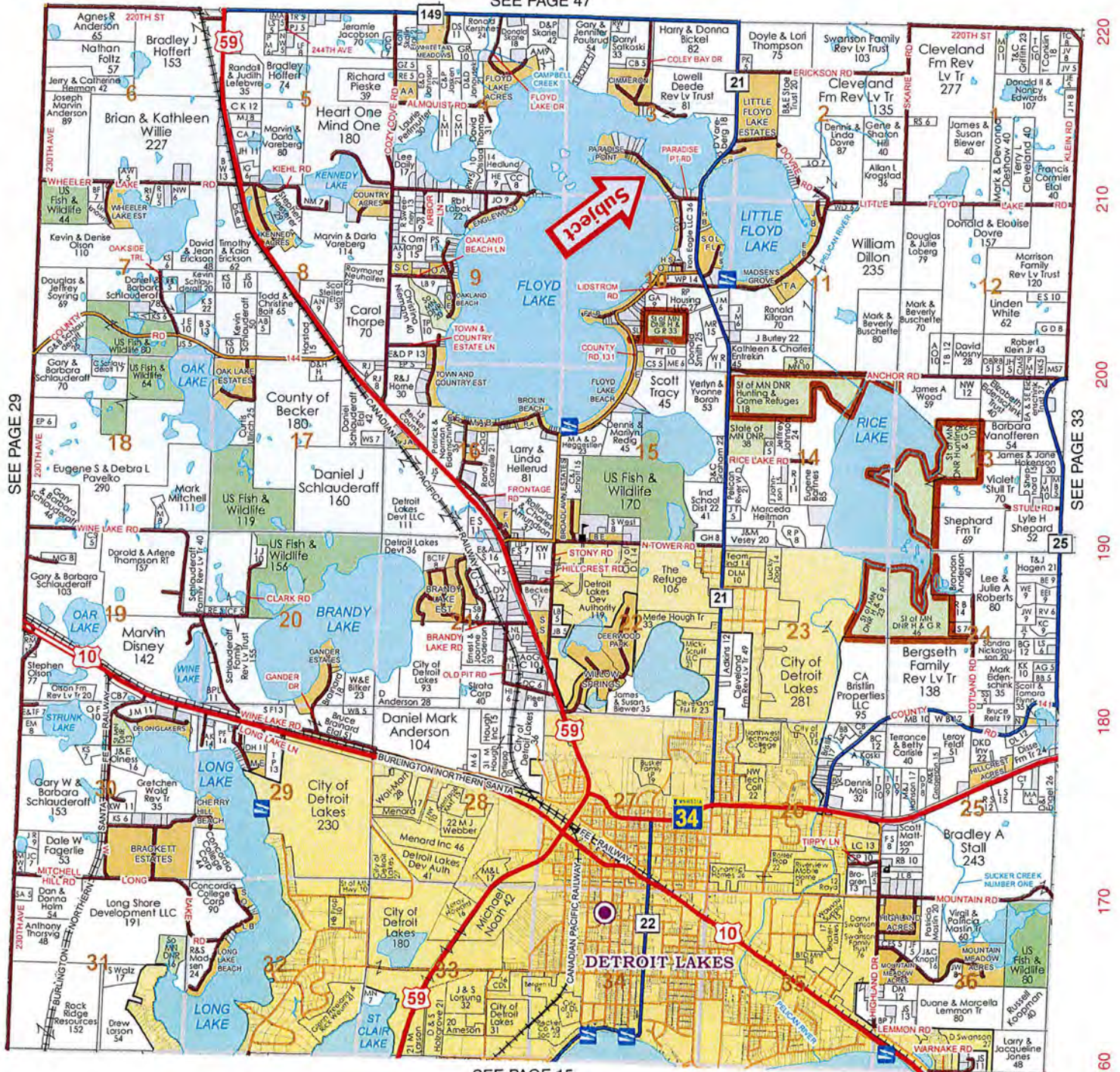


Detroit

Township 139N - Range 41W

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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, June 14, 2018 @ 7:00 P.M.

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

APPLICANT: Christopher & Tracy Spies
520 Arabian Ave
Bismarck, ND 58503

Project Location: 15571 W Munson Ln, Detroit Lakes 56501

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct deck, to be located at seventy-six (76) 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: 191472000 Munson

SubdivisionName MUNSON BEACH 138 41 SubdivisionCd 19067 LOTS 13 AND 14; Section 05, TWP 138, Range 41, Lake View 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) Christopher + Tracy Last Name Spies
Mailing Address 520 Arabian Ave City, State, Zip Bismark, ND 58503
Phone Number 218-234-5052 Jim Herman Project Address: 15571 W. Munson LN D.L.
Parcel number(s) of property: 849-4834-Joyce 19.1472.000 Sect - Twp - Range: 05-138-41
Township Name: Lake View Legal Description: Munson Beach
Lots 13 & 14

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:

Request a variance to replace an existing deck and add on to the deck a little. Deck will be at 76' from the ordinary high water mark instead of the required setback of 100' on Munson Lake. The closest point of the existing deck to the OHW is at 76' now.

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) 76' 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? Deck 652 SF

What is the proposed addition square footage? Deck 762 SF

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

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

Is there a basement to the structure? N/A

Will the proposed addition have a basement? N/A

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? 17.0%

What is the proposed percentage of lot coverage? 17.0%



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?

Replacing a deck on an existing house that is not meeting the 100' setback from the lake.

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

We would be just replacing the existing deck with a new deck & some expansion.

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

same as it has been.

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

substandard size lot and the existing house is not meeting the required setback, so any deck on this house's lake side would not meet the 100' setback.

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

This is a residential neighborhood and replacing the deck will not alter this use at all.

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: Jayne Holm

Date: 5-13-18

(Office Use)

Date Received 5-21-18

Accepted ☒

Incomplete Application []

Date 5-21-18

[Signature]
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

Website: www.co.becker.mn.us Email: zoning@co.becker.mn.us

PARCEL	
APP	SITE
YEAR	
SCANNED	

Property will be staked by
Date: _____

Please Print or Type All Information

Parcel Number (s) 191472 000 Property (E911) Address 15571 W Munson Ln, Detroit Lakes Legal Description Munson Beach 13841 Lots 13 and 14

Lake/River Name Munson Lake Lake/River Class RD Township Name Lake View Section 05 TWP No. 138 Range 041

Property Owner Last Name First Name Mailing Address Phone
Spies, Christopher & Tracy, 520 Arabian Ave, Bismarck ND 58503
Contractor Name Lic # Do-Right Construction BCL639142 218-849-4834

Proposed Project (Check those that apply)

☐ New Dwelling ☐ Addition to Dwelling ☐ Replacement Dwelling* ☐ Mobile/Manfac. Home
☐ Attached Garage ☐ Detached Garage ☐ Storage Structure ☐ Addition to Non-dw
☐ Stairway ☒ Deck Replace ☐ Recreational Unit ☐ Water Oriented Str
☐ Fence ☐ Other Non Conforming Replacement (identify)

*Existing Dwelling to be removed prior to Replace existing deck & hot tub same location

RECEIVED
MAY 11 2018

Onsite Water Supply (X) Deep Well () Shallow Well Well Depth _____
MN Rules Chapter 4725 (MN well code) requires a 3' minimum structure setback to well
If New/Proposed: Proposed Septic Contractor: _____ Contractor Phone Number: _____
Onsite Sewage Treatment System
Type of System Holding Tank Year of Installation 2012 Last Date Certified 2012
Must have current certificate of compliance on septic system prior to issuance of a permit

Lot Information Shoreland(with in 1000ft) (X) Riparian(on water) () Non Riparian Non Shoreland _____

Lot Area 17,500 sq ft or _____ acres Water Frontage 100 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		
Example: Patio	10 x 12	120			
DRIVEWAY Asphalt		1,068	shed	10x12	120
House		1,280	Brick patio		240
Garage	14x20	280			
Total Impervious Material					

Impervious Lot Coverage $\frac{2,988}{17,500} \times 100 = 17.0\%$
Total Impervious Lot Area Impervious Coverage Percentage

Topographical Alteration/Earth moving:

() None (X) 10 cubic yards or less () 11- 50 cubic yards () over 50 cubic yards
Project over 50 cubic yards require a silt fence or other means of stormwater management.

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 Outside Dimension <input checked="" type="checkbox"/> Deck/Patio <u>762 SF</u> <input type="checkbox"/> Addition to existing _____ ft x _____ ft Setback to Side Lot Lines <u>13'</u> ft & Rear Lot Line _____ ft Setback to Road Right of Way <u>50(+)</u> ft Setback to Bluff _____ Type of road <u>Twshp/Public</u> / Co Hwy / State Hwy (Circle) Setback to Wetland _____ Is wetland protected () Yes () No Setback to OHW (straight horizontal distance) <u>76' to closest part of deck</u> Elevation above OHW (Straight vertical distance) _____ Setback to septic tank <u>+10</u> Setback to drainfield _____ Total No. Bedrooms _____ Maximum height proposed _____ # of Stories _____ Roof Change () Yes () No Basement () Yes () No Walkout Basement () Yes () No	<u>\$ 40,565</u>	

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 Outside Dimension <input type="checkbox"/> Addition to existing structure _____ ft x _____ ft <input type="checkbox"/> Fence _____ ft x _____ ft Setback to Side Lot Lines <u>13'</u> ft & Rear Lot Line _____ ft Setback to Road Right of Way <u>50(+)</u> ft Setback to Bluff _____ Type of road <u>Twshp/Public</u> / Co Hwy / State Hwy (Circle) Setback to Wetland _____ Is wetland protected () Yes () No Setback to OHW (straight horizontal distance) <u>90(+)</u> Elevation above OHW (Straight vertical distance) _____ Setback to septic tank <u>10(+)</u> Setback to drainfield <u>20(+)</u> 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	<u>\$</u>	

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

Joyce Holm
Signature

4-27-18
Date

Authorized Agent Form

(If you are the owner completing & signing the site application no need to complete this 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), Christopher & Tracy Spies hereby authorize Joyce Holm and Jim Herman to act
(landowner-print name) (agent-print name) with Do-Right.
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): 19.1412:000 Physical Site Address: 1557/ W Munson LN

Legal Description: _____ D.L. MN

Section: 5 Township: 138 Range: 41 Lot: 13414 Block: _____ Plat Name: Munson Beach

Agent Contact Information

Agent address: 13600 E Pearl Lake Rd D.L. MN 56501

Agent phone #(s): 218-849-4834 City: _____ State: _____ Zip Code: _____

Agent email address: joyceholm@hotmail.com

Christopher & Tracy Spies
Property Owner(s) Signature(s)

4/27/18
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 He/She executed the same as her/his free act and deed.

(Notary Stamp)

Notary Public

Office Use Only:

Date received: _____ Expiration Date: _____

SITE PERMIT - FOR OFFICE USE ONLY: PID Number 19.14 12.000 YEAR 2018

Date application received 5/11/17 Received By: _____ Assigned To: _____

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 = 1790 % of proposed lot coverage

Additional notes: Pending Variance

Application Fee: \$183 + Cormorant Surcharge _____ + Fines _____ = Total Fees \$183

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 _____

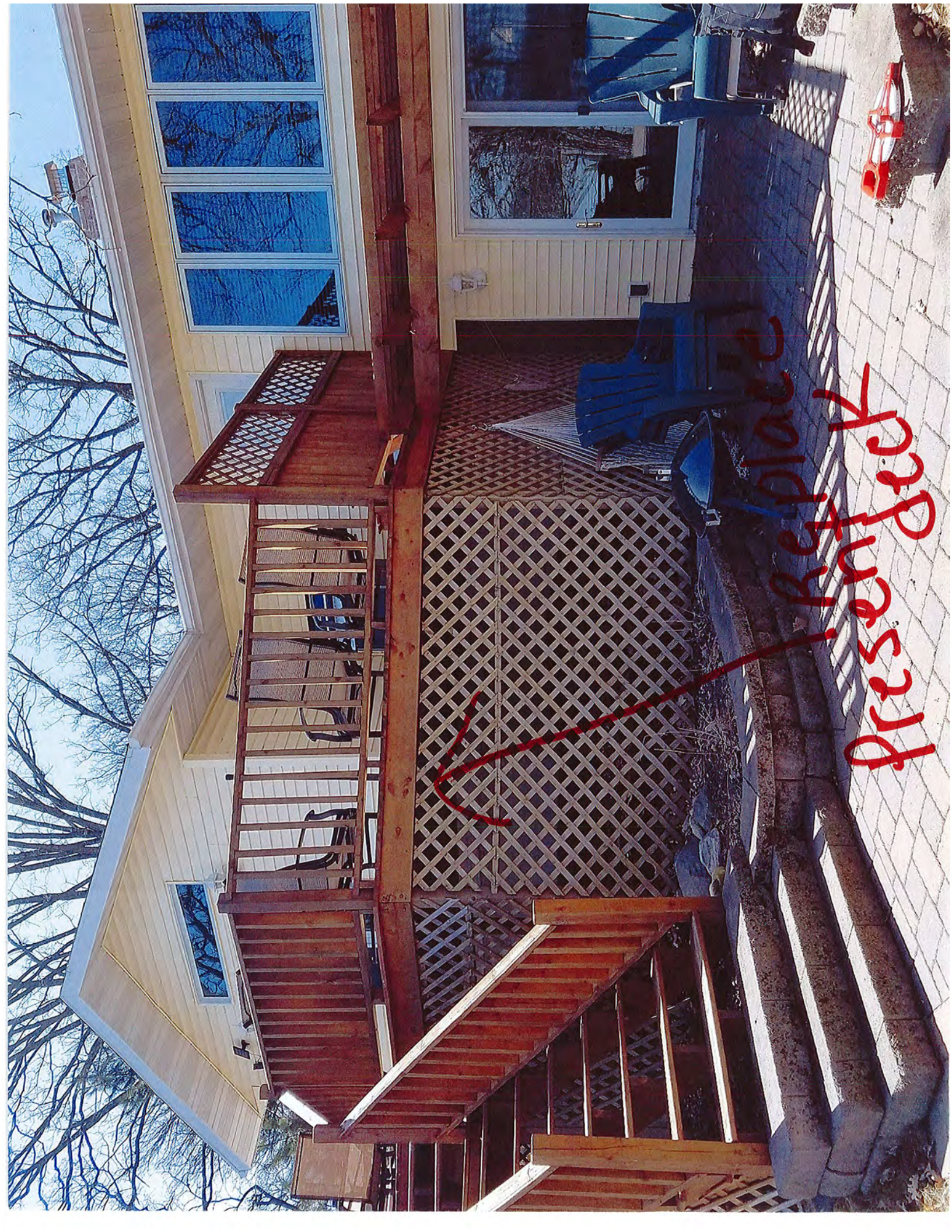
Additional Receipt Number _____ Date of Additional Receipt _____

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

Date owner notified of application outcome: _____

replace
present
Deck





Replace

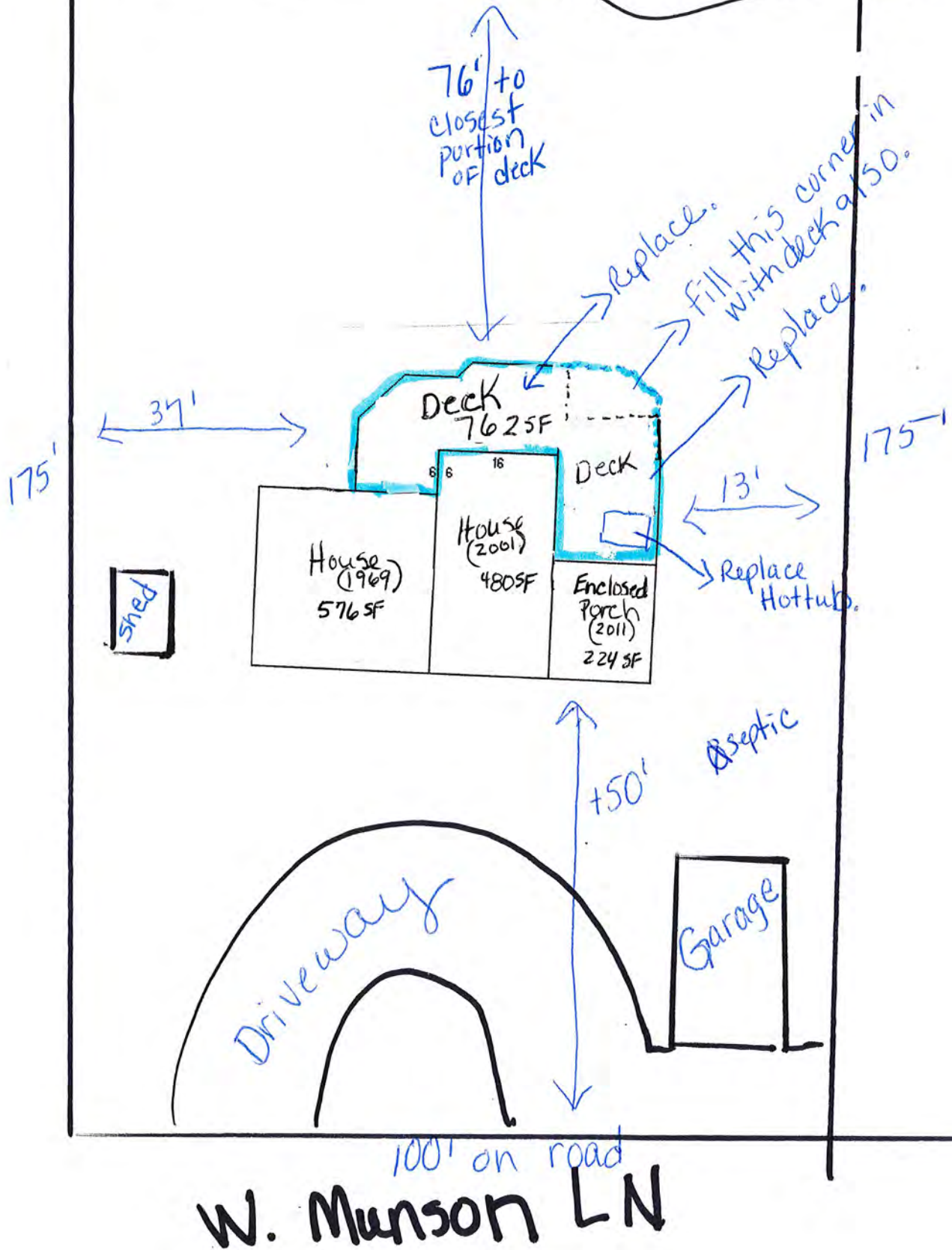


Replace Deck
Present Deck

Also Fill corner in No than this with Deck like than what's already closer

Munson Lake

100' FF

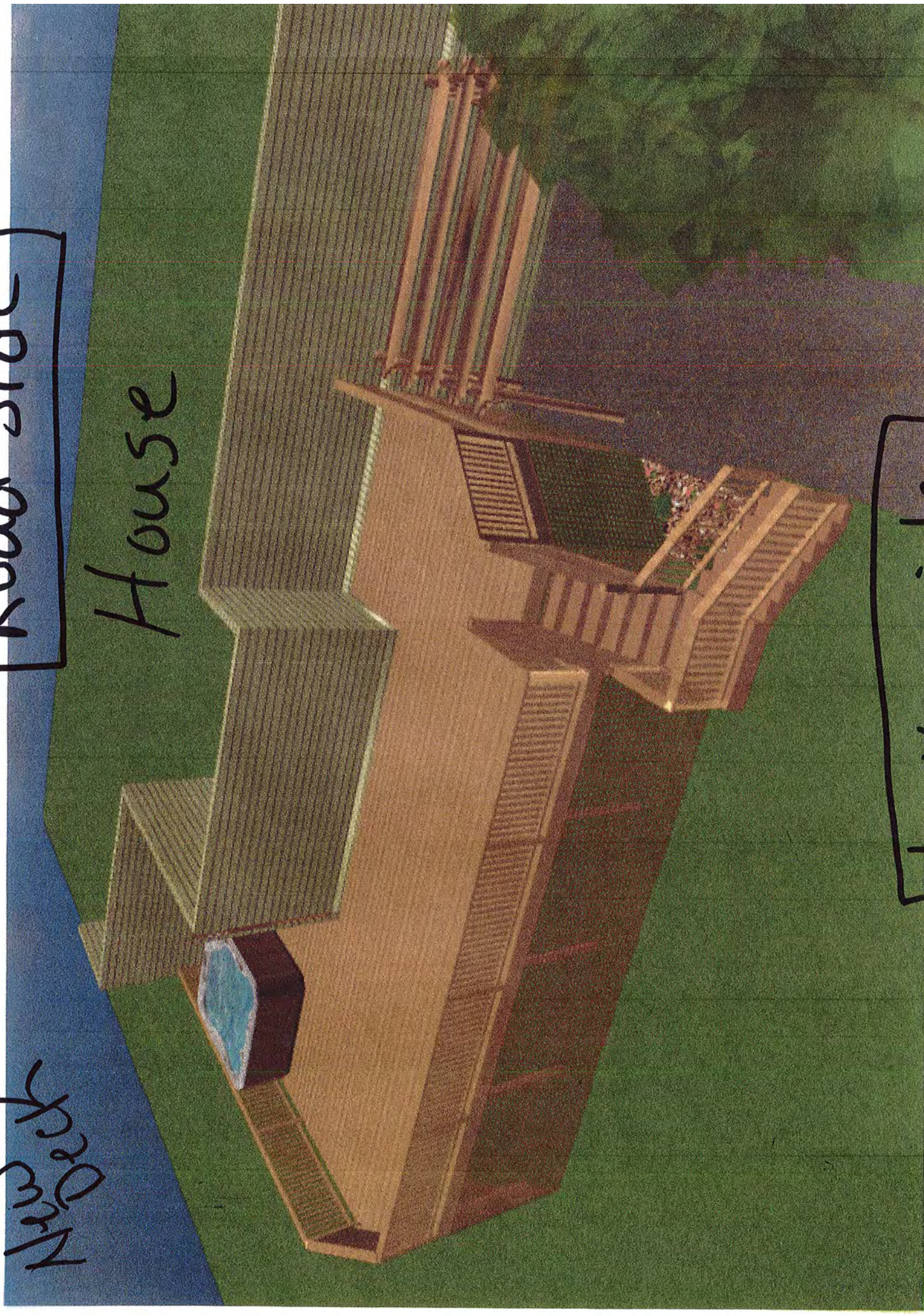


Road side

House

New Deck

Lake side



C. Tins & Pigeon, New York City, showed her samples she had been described as Myiurus pusillus, Bosc's sp. but Feb 7th, Feb 15th, Feb 18th, 77 of Rue de la Paix, Paris, France. That said, still in a correct representation of several every which way made up men's old world of April 18 1900. All distances are correctly shown on plot and now to be used by our women as designated on each plot for the guidance of future survey.

Dated this 2nd day of April A.D. 1900.

Fred S. Phelps.

He did know this on the 21st day of April A.D. 1920, personally appeared before me Just-
ice of the Peace, known to be the person who made the aforesaid plot and acknowledged the same to have been
made for actual money and to be correct to the best of his knowledge.

[illegible]

As the undrugged river and portions of the above described tract of land have saved the river to be navigated and taken out into its usual ^{thru}ways as shown on the annexed plat and what else same may be placed on record according to the statute on such real estate and surveyed.

Alinda B. Meadows

[illegible]

over five or six feet and the new and younger leaves appeared.

The said plant is hereby reported by the Board of Public Commissioners of Berkeley County, Md.

J. H. Bessinger, County Auditor.

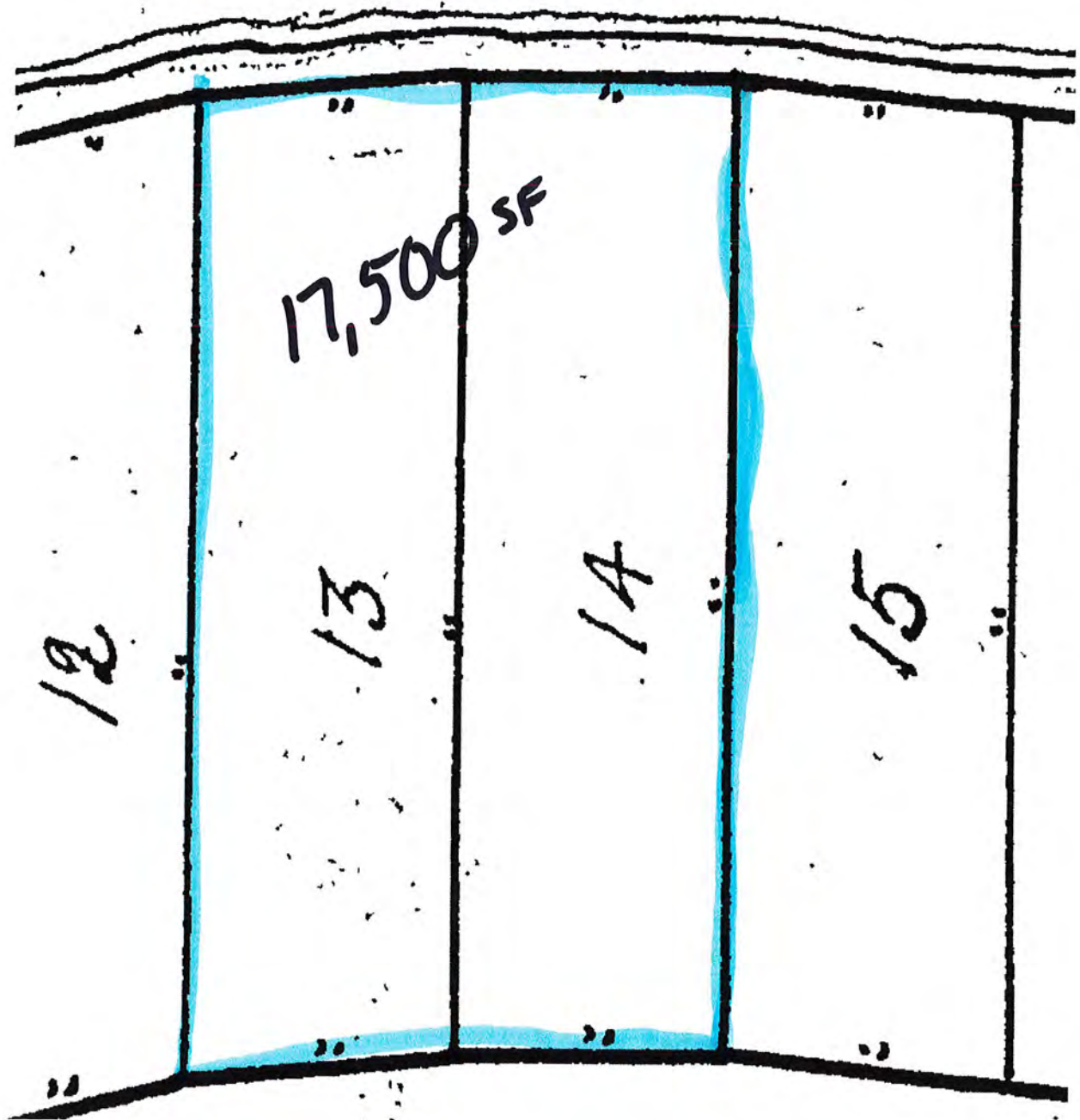
Minnesota. The 12th day of July, A.D. 1920. I hereby certify that within one year from the date of my appointment as Governor of this State, I have given my entire property, as above stated, to the State of Minnesota, and I have no other property of any kind, real or personal, which are paid for by me.

J. K. Norcross
Governor

S. H. '20
Minnesota
Chicago

[illegible]

Original



538822

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 538822

July 28, 2006 at 09:32 AM

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

Darlene Maneval, County Recorder

By SXS Deputy

CRV # 2421

No delinquent taxes and transfer entered

this 28th day of July, 2006Ryan L. Mungen

County Auditor, Becker Co.

By Am Deputy

19-1472-000

5-M WARRANTY DEED

Individual(s) to Joint Tenants

STATE DEED TAX DUE HEREON: \$ 890.67

Date: July 21, 2006

Parcel # 19.1472.000

BECKER COUNTY RECORDER

Well Certificate Received JUL 28 2006

Darlene ManevalDeputy SXS Co. Recorder

FOR VALUABLE CONSIDERATION, ANDREW J. LIA AND SANDY R. LIA, husband and wife, Grantor(s), hereby convey(s) and warrant(s) to CHRISTOPHER J SPIES AND TRACY M. SPIES, Grantees, as joint tenants, real property in Becker County, Minnesota, described as follows:

Lots Numbered Thirteen (13) and Fourteen (14), Munson Beach according to the certified Plat thereof on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

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.

JUL 28 2006
 RECEIPT # 334958
 BECKER COUNTY
 DEED TAX
 AMT. PD. \$ 890.67
 BECKER COUNTY TREASURER

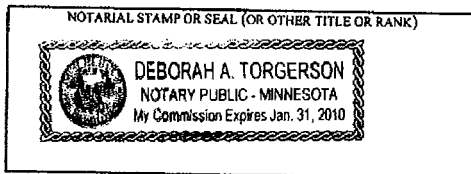
Andrew J. Lia
 Andrew J. Lia
Sandy R. Lia
 Sandy R. Lia

STATE OF MINNESOTA)

)ss.

COUNTY OF BECKER)

The foregoing instrument was acknowledged before me on this 21st day of July, 2006, by Andrew J. Lia and Sandy R. Lia, husband and wife, 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):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

To. Becker County Title Services, Inc.
 828 Minnesota Avenue
 Detroit Lakes, MN 56501
 Order No.: 19761

Christopher J Spies
 Tracy M. Spies
 520 Arabian Ave
 Bismarck, ND 58503

chg
 paid
 well
 non/std
 extra

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

PIN: 19.1472.000
BILL NUMBER: 1217861
LENDER:
OWNER NAME: SPIES CHRISTOPHER J & TRACY M

TAXPAYER(S):

CHRISTOPHER J & TRACY M SPIES
520 ARABIAN AVE
BISMARCK ND 58503

\$\$\$

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
15571 W MUNSON LN
DETROIT LAKES, MN 56501-9801

DESCRIPTION
Section 05 Township 138 Range 041
SubdivisionName MUNSON BEACH
138 41 SubdivisionCd 19087

Line 13 Detail
S-1010/15 SOLIC 40.00
S-7301/18 STORM 27.86
Principal 67.86
Interest 0.00

TAX STATEMENT

2018

2017 Values for taxes payable in

	VALUES AND CLASSIFICATION	
	2017	2018
Step 1	Taxes Payable Year:	
	Estimated Market Value:	248,800 268,600
	Homestead Exclusion:	0 0
	Taxable Market Value:	248,800 268,600
	New Improvements	
	Expired Exclusions:	
	Property Classification:	Seasonal Seasonal
	Sent in March 2017	
Step 2	PROPOSED TAX	
	Sent in November 2017 2,012.00	
Step 3	PROPERTY TAX STATEMENT	
	First half taxes due 05/15/2018	\$1,041.00
	Second half taxes due 10/15/2018	\$1,041.00
	Total taxes due in 2018	\$2,082.00

Tax Detail for Your Property:			
Taxes Payable Year:		2017	2018
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	\$1,914.12	\$2,014.14
	4. Credits that reduce property taxes		
Property Tax by Jurisdiction	A. Agricultural and rural land credits	\$0.00	\$0.00
	B. Other credits	\$0.00	\$0.00
	5. Property taxes after credits	\$1,914.12	\$2,014.14
	6. BECKER COUNTY A. County	\$991.65	\$1,035.02
	7. LAKE VIEW	\$228.77	\$224.79
	8. State General Tax	\$423.51	\$463.59
	9. SCHOOL DISTRICT 0022		
	A. Voter approved levies	\$0.00	\$0.00
	B. Other local levies	\$226.67	\$248.10
	A. BC EDA	\$5.95	\$6.00
	B. Others	\$37.57	\$36.64
	C. TIF	\$0.00	\$0.00
	11. Non-school voter approved referenda levies	\$0.00	\$0.00
	12. Total property tax before special assessments	\$1,914.12	\$2,014.14
	13. Special assessments	\$67.86	\$67.86
	14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$1,982.00	\$2,082.00
Tax Amount Paid			\$0.00

2

2nd Half Payment Stub - Payable 2018

Detach and return this stub with your 2nd half payment.
To avoid penalty, pay on or before October 15, 2018.

PIN: 19.1472.000

AIN:

BILL NUMBER: 1217861

TAXPAYER(S): CHRISTOPHER J & TRACY M SPIES
520 ARABIAN AVE
BISMARCK ND 58503

Paid By _____

Total Property Tax for 2018 \$2,082.00
2nd Half Tax Amount \$1,041.00
Penalty, Interest, Fee Amount \$0.00
Amount Paid \$0.00
2nd Half Total Amount Due \$1,041.00
Balance Good Through 10/15/2018
Seasonal

MAKE CHECKS PAYABLE TO:

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

1

1st Half Payment Stub - Payable 2018

Detach and return this stub with your 1st half payment.
To avoid penalty, pay on or before May 15, 2018.

If your tax is \$100.00 or less, pay the entire tax by May 15, 2018.

PIN: 19.1472.000

AIN:

BILL NUMBER: 1217861

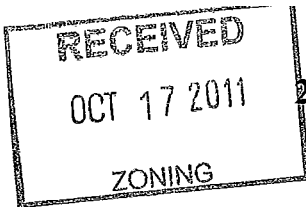
TAXPAYER(S): CHRISTOPHER J & TRACY M SPIES
520 ARABIAN AVE
BISMARCK ND 58503

Paid By _____

Total Property Tax for 2018 \$2,082.00
1st Half Tax Amount \$1,041.00
Penalty, Interest, Fee Amount \$0.00
Amount Paid \$0.00
1st Half Total Amount Due \$1,041.00
Balance Good Through 05/15/2018
Seasonal

MAKE CHECKS PAYABLE TO:

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



2011 Onsite Septic System Application

Becker County Planning & Zoning
915 Lake Ave, Detroit Lakes, MN 56501
Phone (218)-846-7314; Fax (218)-846-7266

PARCEL	191472000
APP	SEPTIC
YEAR	2011
SCANNED	

1. PROPERTY DATA (as it appears on the tax statement, purchase agreement or deed)

Parcel Number(s) of property where the system will be installed: 191472000

Is this a split of an existing property? Yes ☐ No ☒ (If yes and a parcel number has not yet been assigned, indicate the main parcel number from which the new parcel was split.) Section 5 Township 138 Range 41 Township Name Lake View
Legal Description Munson Beach 138.41 Lots 13 and 14

Is the property located within 1000 feet of a lake, 300 feet of a river or 50 ft of a wetland? ☒ Yes ☐ No
If so, which one: lake river wetland (circle correct water body) Lake/River Name Munson

Project Address: 15571 West Munson Ln

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

Owner's First Name Chris & Tracy Owner's Last Name Spies

Owner's Mailing Address: 520 Arabian Ave, Bismark ND 58503

3. DESIGNER/INSTALLER INFORMATION

Designer's Company Name Super Septic Inc Designer's Name Wayne Johnson

License # 901 Address 38992 183rd Ave, Pelican Rapids Phone Number 218-863-3373

Installer's Company Name Same Installer's Name _____

License # _____ Address _____ Phone Number _____

4. SYSTEM DESIGN INFORMATION U of M worksheets and site plan must accompany this form. Worksheets may be found at: <http://septic.umn.edu/>.

Size of All Tanks to be installed: _____ gal Septic Tank _____ gal Tank with _____ gal Lift Station (2 compartment tank)
_____ gal Lift Station (separate tank) 1500 gal Holding Tank _____ Existing tank to be used
_____ gal Holding Tank with Privy _____ pit privy

Total Number of tanks to be installed in this system 1 (This # will be reported to MPCA at end of year.)

If using chamber, Brand & Model of Chamber _____ # of chambers to be installed _____

	TANK	SETBACKS	
	DRAINFIELD		This work will:
Distance to Well	<u>20</u>	_____	install a system on a vacant lot (never had structures on the property) (new)
Distance to Building	<u>20</u>	_____	install a system on a lot where the structure has been removed and being rebuilt (replacement)
Distance to Property Line	<u>10</u>	_____	install an additional system on the property (new)
Distance to OHW of Lake	<u>90</u>	_____	replace/repair existing system (failing)
Distance to Pressure Line	<u>+30</u>	_____	enlarge existing system (undersized)
Distance to Wetland/Protected Water	<u>90</u>	_____	

5. DESIGNER'S CERTIFIED STATEMENT

I, Wayne Johnson certify that I have completed the preceding design work in accordance with all
(Print Name of Designer)

applicable requirements (including, but not limited to Minnesota Chapter 7080 and the Becker County Individual Sewage Treatment System Ordinance).

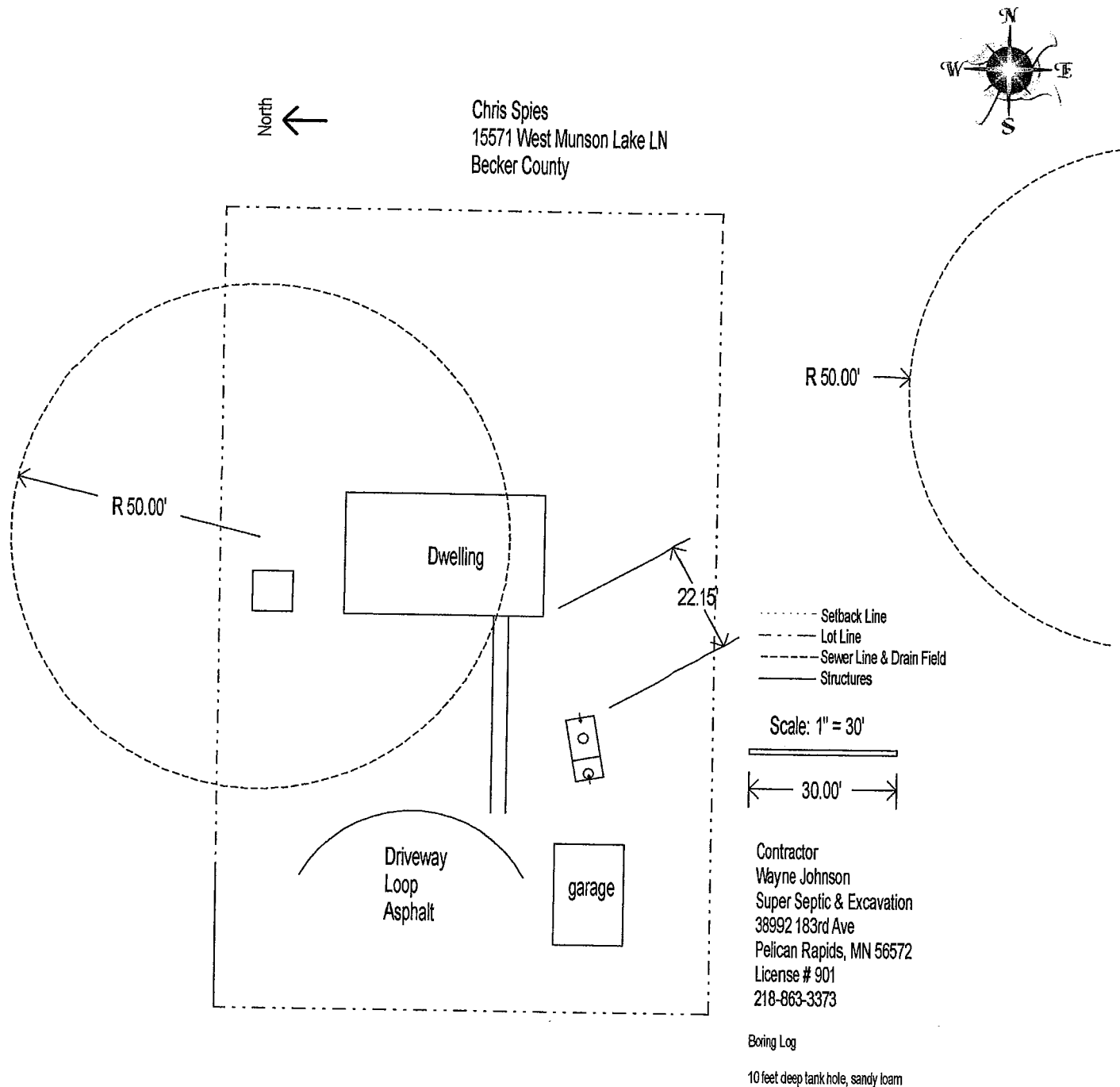
Wayne Johnson
Signature of Designer

10/13/2011
Date

SKETCH OF PROPERTY

1. Please sketch all structures on the property; include setbacks
And wells within 100 feet of the property.

PARCEL	191972000
APP	SITE
YEAR	2011



Remember EROSION CONTROL!

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

Application Approved by: Hebi Moly Date: 10-21-11
 Amount Paid 1500.00 Receipt Number 264907- Permit Number 489033-14/18/11
 NOTES: _____

INSPECTION REPORT

Home Information

Does the structure contain any of the following elements?

Garbage disposer ☐ Yes ☐ No Dishwasher ☐ Yes ☐ No
 Grinder pump ☐ Yes ☐ No Lift pump in basement ☐ Yes ☐ No
 Effluent screen installed? ☐ Yes ☐ No Effluent screen manufacturer _____

Alarm required? ☒ Yes ☐ No Alarm Type _____ Alarm manufacturer _____

Lift pump in system? ☐ Yes ☐ No Pump manufacturer _____

Number of bedrooms _____

Component Information

Tank size 1500 Tank manufacturer Brown & Caldwell

Drainfield size _____
 Drainfield medium _____ Medium manufacturer _____
 Drainfield medium size/depth _____

Soil Verification

Vertical separation verified for Boring #1 on _____ Depth _____

Vertical separation verified for Boring #2 on _____ Depth _____

Vertical separation verified for Boring #3 on _____ Depth _____

Holdring tank

Setback Verification

	TANK	DRAINFIELD
Distance to Well	<u>+50</u>	<u>5</u>
Distance to Building	<u>+10</u>	<u>5</u>
Distance to Property Line	<u>+10</u>	<u>5</u>
Distance to OHW of Lake	<u>+75</u>	<u>5</u>
Distance to Pressure Line	<u>+30</u>	<u>5</u>
Distance to Wetland/Protected Water	<u>90</u>	<u>5</u>

Date System Installed 09/18/12 Installer Super Septic Inspector Land & Stone

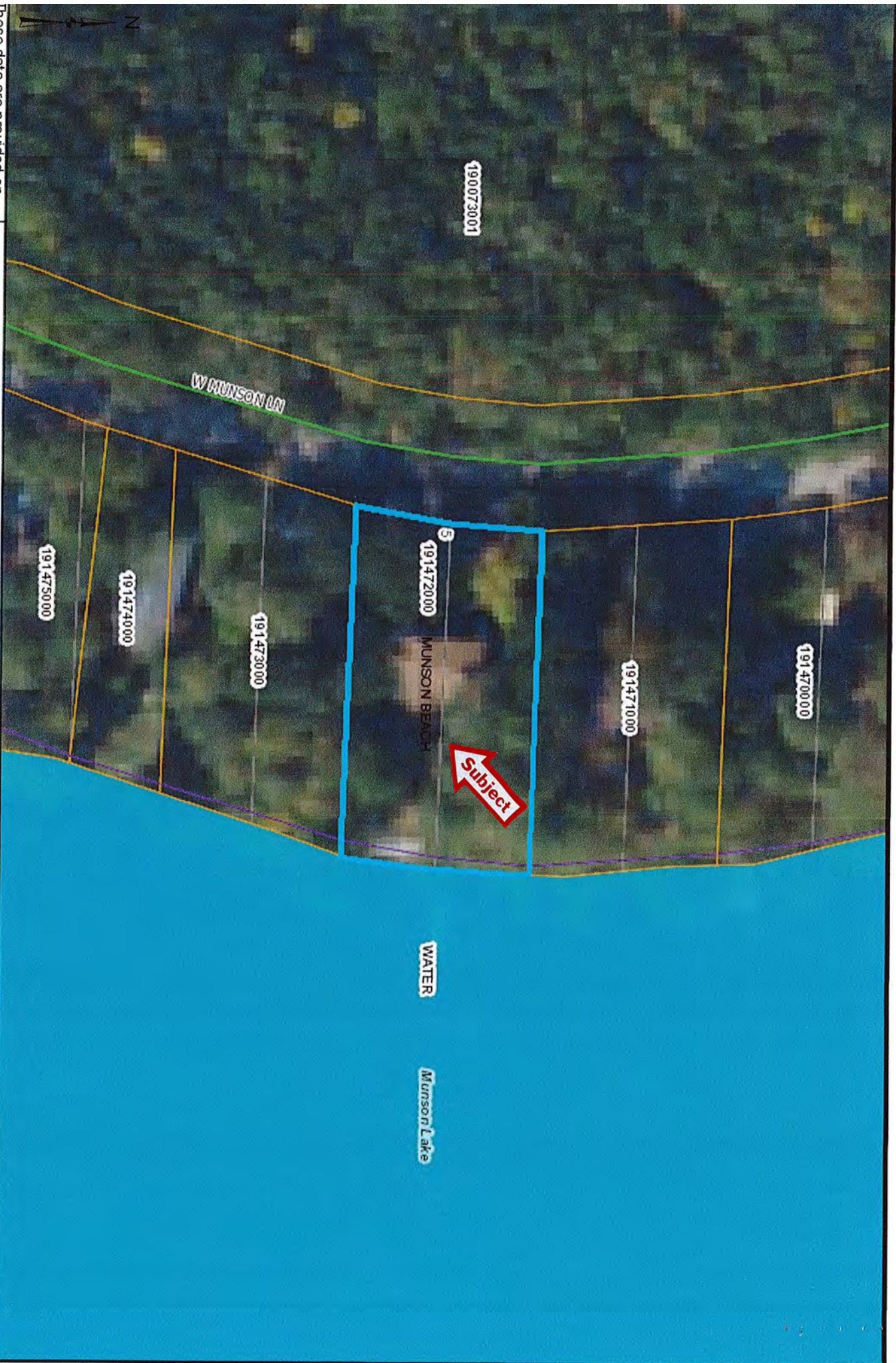
CERTIFICATE OF COMPLIANCE

() Certificate Is Hereby Denied

(X) Certificate is Hereby Granted Based upon the Application, addendum from, plans, specifications and all other supporting data.
 With property maintenance, this system can be expected to function satisfactory, however, this is not a guarantee.

Signature John A. Stone Title ISTS Inspector Date 9/18/12

(Certificate of Compliance is not valid unless signed by a Registered Qualified Employee)



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.

Spies

1:799

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

Date: 4/19/2018

Becker County



Township 138N - Range 41W

A 4x10 grid with one red square in the bottom row, second column.

This is a detailed plat map of a portion of Otter Tail County, Minnesota. The map shows various land parcels, many of which are labeled with owner names and addresses. A red arrow points to a specific parcel labeled "Subject" located near the intersection of 20th Ave and 130th St. The map includes several lakes, including Lake Sallie, Lake Melissa, Lake Sauer, and Lake Sallie. Major roads shown include 20th Ave, 130th St, 125th St, and 120th St. The map is bordered by "SEE PAGE 17" on the right and "SEE PAGE 16" on the left.

OTTER TAIL COUNTY



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, June 14, 2018 @ 7:00 P.M.

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

APPLICANT: Julie & Richard Dahl
1618 29th Ave S
Fargo, ND 58103

Project Location: 20057 R Maud Lake Rd Detroit Lake

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct an addition to a non-conforming dwelling to be located at eighty-three (83) 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: 170890000 Lake Maud

SubdivisionName MAPLE BEACH 138 42 SubdivisionCd 17038, LOT 11 & PT GOVT LOT 1: COMM NLY COR LOT 11 TH NW 50', SW 195' TO LAKE MAUD, SE 50' AL LK TO WLY COR LOT 11, NELY 188' TO POB REF: 17.0248.000 IN 2011; 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.**

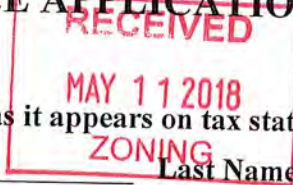


BECKER COUNTY PLANNING & ZONING

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) RICK & JULIE Last Name DAHL
Mailing Address 1618 29TH AVE SO. City, State, Zip FARGO N.D. 58103
Phone Number 701-371-7562 Project Address: 20057
Parcel number(s) of property: 170890000 Sect - Twp - Range: 22-138-42
Township Name: LAKE EUNICE Legal Description: LOT 11 & PT 60V LOT 1

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:

THIS WILL BECOME A YEAR ROUND RESIDENCE. IN ORDER TO INSTALL A
4 BED DRAINFIELD WE ARE REQUESTING TO NEW HOME TO BE MOVED
FORWARD 9' BUT STILL BEHIND THE EXISTING DECK.

Requesting A variance to construct an addition 28x48 to a
What are you applying for less than the minimum distance (setback) from? Nonconforming structure
Setback must include decks and patios, current and proposed. to be 83 feet from the OHW

- ☒ Ordinary High Water Mark (OHWM) Proposed Distance (setback) 83 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? 1032

What is the proposed addition square footage? 1648

What is the current height of the structure? 16-18

What is the proposed height of the structure? 16-18'

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

What is the proposed percentage of lot coverage? 20%

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?
PROPERTIES TO SO. AND NORTH HAVE ALSO BEEN ALLOWED
VARIANCES FOR THEIR SPECIFIC
- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes ☒ No () Why or why not?
NOT WITHIN 50' IMPACT ZONE NO DAMAGE TO
LAKE SHORE
- 3) In your opinion, does the proposal put property to use in a reasonable manner?
Yes ☒ No () Why or why not?
IT WOULD ALLOW A FULL DRAIN FIELD TO BE INSTALLED
AND MAKE THIS A YEAR ROUND HOME. THEIR PLAN IS
TO MOVE THEIR PERMANENCY
- 4) In your opinion, are there circumstances unique to the property?
Yes ☒ No (X) Why or why not?
PROPERTY TO SOUTH OF THIS PROPERTY HAS THE SAME
SEPTIC SYSTEM
- 5) In your opinion, will the variance maintain the essential character of the locality?
Yes ☒ No () Why or why not?
IT WOULD BE THE SAME AS MANY OF THE CURRENT
HOUSES AND WOULD STILL BE BEHIND THE NEIGHBORING PROPERTIES
SEE PARTIAL #S 170247000 & 170889000

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: Julie Dale Richard Dale Date: 5-5-13
(Office Use)

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

Zoning Administrator

635633

Neighbor Variance

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 635633

August 19, 2016 at 8:41 AM

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

Patricia Swenson, County Recorder

By SKS Deputy

COPY

STATE OF MINNESOTA

BECKER COUNTY BOARD OF ADJUSTMENT

COUNTY OF BECKER

VARIANCE PROCEEDINGS

IN THE MATTER OF: Ralph Sullivan and Phyllis Sullivan ORDER OF VARIANCE

REQUEST: Request a Variance to construct a dwelling

68 ft from OHW

OR
DENIAL OF VARIANCE

The above entitled matter came on to be heard before the Board of Adjustment on the 11th day of August, 20 16, on a Petition for a Variance pursuant to the Becker County Zoning Ordinance, for the following described property:

Tax ID number: 17.0889.000. Lot Ten (10), Maple Beach in Section Twenty-two (22), Township One Hundred Thirty-Eight (138), Range Forty-two (42), according to the certified plat thereof on file and of record in the office of the Register of Deeds in and for Becker County.

VARIANCE REQUESTED: Request a Variance to construct a dwelling sixty-eight (68) feet from the ordinary high water mark of the lake, with an existing deck remaining at fifty (50) feet from the ordinary high water mark of the lake.

It is ordered that a Variance **(NOT) BE GRANTED** upon the following conditions or reasons:

A Variance has been approved to allow a dwelling to be located sixty-eight (68) feet from the ordinary high water mark of the lake and allow the existing deck to remain at fifty (50) feet from the ordinary high water mark of the lake with the stipulation that the portion of the deck which is located closer than fifty (50) feet from the lake must be removed and the boathouse must be removed from the property based on the fact that the variance is not substantial in relation to the requirements.

The Variance shall become null and void on August 11, 2018 if a site permit has not been obtained and construction began.

DATED THIS 11th DAY OF August, 2016

Steve M. Spaeth
Steve Spaeth, Vice-Chairman, Board of Adjustment

STATE OF MINNESOTA)

BECKER COUNTY OFFICE

) SS

OF

COUNTY OF BECKER)

PLANNING AND ZONING

I, Steven L. Skoog, Becker County Land Use Director, certify that I have compared the foregoing Copy and Order GRANTING-~~(DENYING)~~ a Variance with the Original Record preserved in the Zoning Office, and have found the same to be true and correct.

In Testimony whereof, I have hereunto subscribed by hand at Detroit Lakes, Minnesota, in the County of Becker on the 11th DAY OF August, 20 16.

Steven L. Skoog
Steven L. Skoog
Land Use Director

DRAFTED BY THE BECKER
COUNTY ZONING OFFICE

chg
paid
well

Neighbor Variance

COPY

481480

BECKER COUNTY RECORDER-STATE OF MN
Document No. 481480
Date APR 26 2002 7:00 PM.
I hereby certify that the within instrument
was recorded in the office of Becker
County Recorder.
M. M. Martinson
County Recorder Dpty.
17.0247.000

STATE OF MINNESOTA

BECKER COUNTY BOARD OF ADJUSTMENT

COUNTY OF BECKER

VARIANCE PROCEEDINGS

IN THE MATTER OF: Robert Ehrens

ORDER OF VARIANCE

REQUEST: Variance to construct a garage 41 ft from the
Centerline of the TWP Road

~~-OR-~~

~~DENIAL OF VARIANCE~~

The above entitled matter came on to be heard before the Board of Adjustment on the 10th day
of October, 20 01, on a Petition for a Variance pursuant to the Becker County Zoning
Ordinance, for the following described property:

Pt Lot 1 A 50 Ft Lot Lying 50 Ft NW of Lot 11 Maple Beach; Section 22, TWP 138, Range 42;
Lake Eunice Township. Complete Legal Description on Reverse Side. PID Number
17.0247.000.

VARIANCE REQUESTED:

Request a Variance to construct a garage forty-one (41) feet from the centerline of the Township
Road on the above described property.

It is ordered that a Variance ~~(NOT)~~ BE GRANTED upon the following conditions or reasons:

A Variance to construct a garage twenty (20) feet from the road right of way and allow 26%
impervious lot coverage has been granted on the above described property based on the size of
the lot and that the improvements made would not be detrimental to the surrounding area but
improve the surrounding area.

MUST OBTAIN ALL REQUIRED BUILDING PERMITS.

DATED THIS 10th DAY OF October 20 01.

James Eftson
James Eftson, Chairman Board of Adjustment

STATE OF MINNESOTA)
) SS
COUNTY OF BECKER)

BECKER COUNTY OFFICE
OF
PLANNING AND ZONING

I, Dan A. Holm, Zoning Administrator for the County of Becker, with and in for said County, do
hereby certify that I have compared the foregoing Copy and Order (GRANTING) ~~(-DENYING)~~
a Variance with the Original Record. Thereof preserved in my Office, and have found the
same to be a correct and true transcript of the whole thereof.

In Testimony whereof, I have hereunto subscribed by hand at Detroit Lakes, Minnesota,
in the County of Becker on the 10th DAY OF October, 20 01.

DRAFTED BY THE BECKER
COUNTY ZONING OFFICE

Dan A. Holm
DAN A. HOLM
Zoning Administrator

chg
✓ paid
well
non / std
extra

That part of Government Lot Numbered One (1), SECTION 22,
TOWNSHIP 138 NORTH OF RANGE 42 WEST, described as follows:

Beginning at the most northerly corner of Lot 11, Maple Beach;
thence N. $41^{\circ} 57'$ West a distance of 50 feet to a point, which point
is the beginning point for the land hereby conveyed; thence S. 45°
 $23'$ West to the shore of Lake Maud; thence Northwesterly along said
lakeshore a distance of 50 feet; thence N. $45^{\circ} 23'$ East and parallel
to the first mentioned course to a point which lies $41^{\circ} 57'$ West and
50 feet distant from the point of beginning; thence S. $41^{\circ} 57'$ East
a distance of 50 feet to the point of beginning; also conveyed here-
by is an easement for roadway purposes for ingress and egress to said
property in the 20 foot strip of property adjacent to and Northeasterly
of a line commencing at the most northerly corner of Lot 11, Maple
Beach, and running N. $41^{\circ} 57'$ West a distance of 100 feet; all being
in the said Lot 1, Sec., Twp. and Rge. aforesaid.



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

Website: www.co.becker.mn.us Email: zoning@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
170890000	20057 E MAUDE LAKE RD		LOT 10/11 MAPLE BEACH
	DETROIT LAKES, MINN.		OF 60V LOT 1

Lake/River Name	Lake/River Class	Township Name	Section	TWP No.	Range
MAUD	RD	LAKE EUNICE	22	138	42

Property Owner	Last Name	First Name	Mailing Address	Phone
DAHL	RICK & JULIE	DAHL	1618 29th Aves	701-793-1159
Contractor Name Lic #	BC 638151		FARGO N.D. 58103	701-371-7562
				(RICK CELL)

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

RECEIVED
MAY 11 2018
ZONING

Onsite Water Supply ☒ Deep Well () Shallow Well Well Depth 60
MN Rules Chapter 4725 (MN well code) requires a 3' minimum structure setback to well
If New/Proposed: Proposed Septic Contractor: LEITCH EXCAVATING Contractor Phone Number: 218-531-0086
Onsite Sewage Treatment System PLANNED
Type of System NEW DRAIN FIELD Date of Installation Last Date Certified
Must have current certificate of compliance on septic system prior to issuance of a permit

Lot Information Shoreland (with in 1000ft) () Riparian (on water) () Non Riparian Non Shoreland
Lot Area 19,200 sq ft or 44 acres Water Frontage 200 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		
Example: Patio	10 x 12	120			
DRIVEWAY	22 x 56	1232	GARAGE	28 x 32	896
NEW HOME	28 x 52	1456	SHED	10 x 12	120
BREEZEWAY	12 x 16	192			
Total Impervious Material					3896

Impervious Lot Coverage $\frac{3896}{19,200} = .20 \times 100 = 20\%$
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 require a silt fence or other means of stormwater management.

Characteristics of Proposed Dwelling/Dwelling Additions/Attached Garage/Decks() Dwelling 28 ft by 52 ft () Attached Garage — ft x — ft

Cost of Project

\$ 228,000Outside Dimension () Deck/Patio — ft x — ft () Addition to existing 12 ft x 16 ftSetback to Side Lot Lines 14 ft & Rear Lot Line 18 ftSetback to Road Right of Way Centerline 66 ftSetback to Bluff —Type of road Twshp/Public / Co Hwy / State Hwy (Circle)Setback to Wetland —

Is wetland protected (X) Yes () No

Setback to OHW (straight horizontal distance) 83'Elevation above OHW (Straight vertical distance) 3' +/-Setback to septic tank 10' ProposedSetback to drainfield 15' Admin Variance to drainfield per cityTotal No. Bedrooms 4Maximum height proposed 18 # of Stories 1

Roof Change () Yes () No

Basement () Yes (X) No Walkout Basement () Yes () No

Characteristics of Proposed Non Dwelling/Non Dwelling Additions/Detached Garages/Storage Sheds() Garage — ft by — ft () Storage Shed — ft x — ft () Fence — ft long x — high () Other — ft x — ftOutside Dimension () Addition to existing structure — ft x — ft () Fence — ft x — ftSetback to Side Lot Lines — ft & Rear Lot Line — ftSetback to Road Right of Way — ft

Cost of Project

\$ —Setback to Bluff —Type of road Twshp/Public / Co Hwy / State Hwy (Circle)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 \$ —

() Deck () Boathouse () Screen Porch () Gazebo () Storage Structure

Outside Dimension — ft by — ftSq ft —Setback to Side Lot Line — ft & — ftSetback 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.

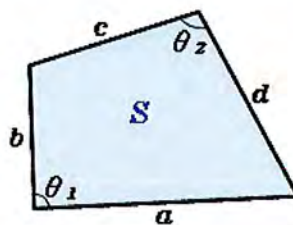
I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. I also understand that, once issued, a permit is valid for a period of one (1) year from the date of issuance and that Planning and Zoning Staff may visit 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

5-5-10

Calculates the area and perimeter of a quadrilateral given four sides and two opposite angles.



side a	100
side b	100
side c	216
side d	170
sum of angles $\theta_1 + \theta_2$	180

Execute Clear Store/Read 14dgt ▼

area S	18782.579135997
perimeter L	586

Bretschneider's formula

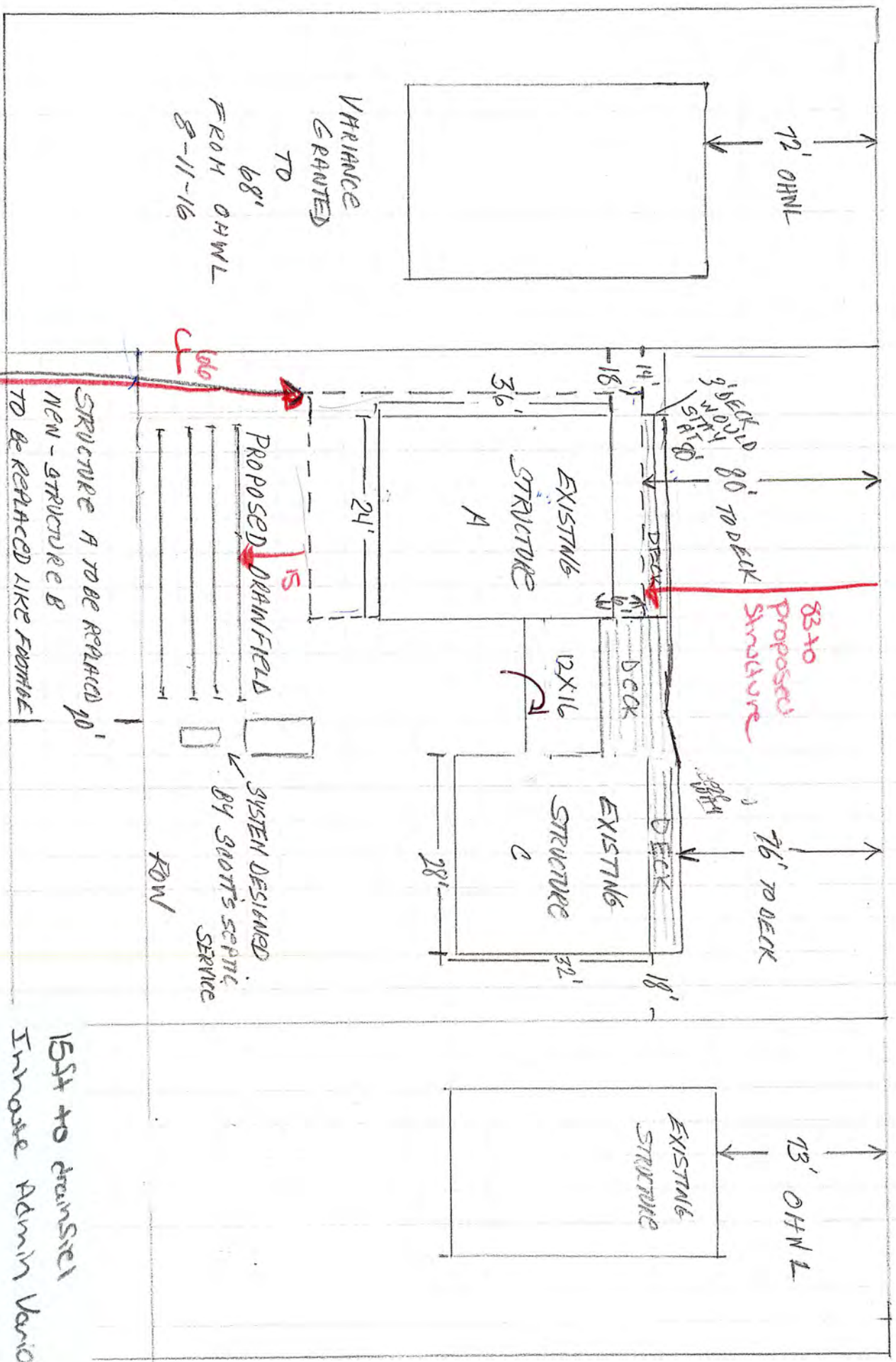
(1) area: $S = \sqrt{(s-a)(s-b)(s-c)(s-d) - abcd \cos^2 \frac{\theta}{2}}$

$$s = \frac{a+b+c+d}{2}, \quad \theta = \theta_1 + \theta_2$$

(2) perimeter: $L = 2s = a+b+c+d$

$$\frac{3894}{18782} = 20$$

100'



VARIANCE
GRANTED
TO
68'
FROM OHNL
8-11-16

STRUCTURE A TO BE REPLACED 90'
NEW - STRUCTURE B
TO BE REPLACED LIKE FORMER

83+0
Proposed
Structure

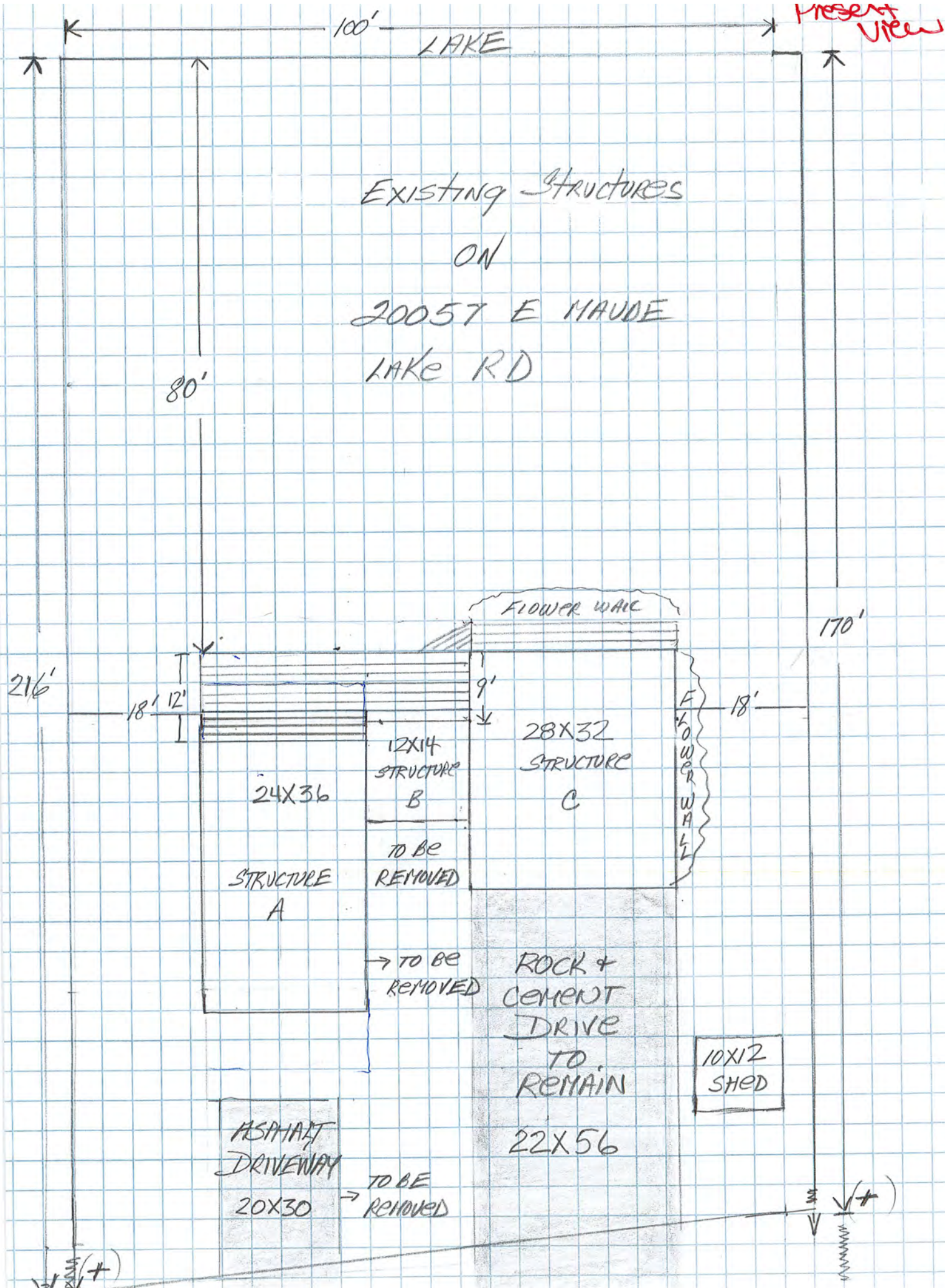
SYSTEM DESIGNED
BY SCOTT'S SERV.
SERVICE

ROW

DENOTES NEW
HOME

E MAUDE LAKE RD

154+ to transfer
Increase Admin Variance
per RV



Authorized Agent Form

(If you are the owner completing & signing the site application no need to complete this 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), Rick + Julie Dahl hereby authorize Dave Johnson 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): _____ Physical Site Address: 20057 E. Lake Mt Rd.

Legal Description: _____

Section: _____ Township: _____ Range: _____ Lot: _____ Block: _____ Plat Name: _____

Agent Contact Information

Agent address: P.O. BOX 340 1400 41st Ave N.E. Barnesville MN. 56514

Agent phone #(s): 218-230-1991 Agent fax #: 218-354-7756
Street City State Zip Code

Agent email address: Same

Julie Dahl Richard Dahl
Property Owner(s) Signature(s)

2-22-18
Date

State of Minnesota
County of Becker

On this 22nd day of February, 2018 before me personally appeared Rick + Julie Dahl

to me known to be the person(s) described in and who executed the foregoing instrument; and acknowledged
that He/She executed the same as her/his free act and deed.

SHERI OLERUD
Notary Public
(Notary Stamp) State of North Dakota
Commission Expires Oct. 9, 2018

Sheri Olerud
Notary Public

Office Use Only:

Date received: _____ Expiration Date: _____

Mitigation Worksheet

APP	Mitigation
YEAR	
SCANNED	

Applicant: Rick + Sue Dahl Parcel #: 17.0890.000

Legal Description: Lot 11 + PT G&U Lot 1

Lake Name: Eunice Lake Classification: GD

Property Dimensions:

Roadside Width: 100

Depth Side 1: 216

Lakeside Width: 100

Depth Side 2: 170

Total Lot Area: 18,783 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 lake structure that is closest to you on your neighbor's property to the right and the lake 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: 20 %

Threshold Coverage: - 15 %

Difference: = (5) x (5) = 25 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.

(5 % coverage reduced) x (5) = Credit Units Gained 25

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

gutter on 28x52 = diverting 1450 sq ft. Credit Units Gained 40

2x2x4

French

Drains

2 corners

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: 40

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.

Julie B. Dahl Owner(s) 5-11-18 Date
Rick Dahl JD 5-11-18

RECEIVED

MAY 11 2018

ZONING

LAKE EUNICE TOWNSHIP
BECKER COUNTY MINNESOTA

R/W ENCROACHMENT

The Town Board of LAKE EUNICE Township hereby grants permission to

Name: RICK & JULIE DAHL

Address: 1618 29th AVE SO.
FARGO N.D. 58103

Location Description: 20057 E MAUD LAKE RD.
SEC 22 TOWNSHIP 138 RANGE 042
MAPLE BEACH 13892 LOT 11 PT LOT
60V LOT 1

☒ place drainfield up to the road right-of-way

OR

_____ to extend the Drainfield for SEWER no more than _____ feet into the township right-of-way.

The township will not be liable for any damages to said sewer system by further road construction.

PERMIT NUMBER: _____

SIGNATURES:

Landowner: Richard H. Dahl & Julie Dahl

Township Chairperson: [Signature]

Township Clerk: Jana Ruben

Date: 5/8/2018



I/We, Sharon Ehrens, property owner in Becker County, Minnesota on
Maple Beach, Lake Maud, with address 20047 East Lake Maud Rd, bordering
Julie and Rick Dahl's property at 20057 East Lake Maud Road, do not have any objections to their
Barnesville Homes project and septic system/drain field addition being completed in summer 2018.

Sincerely,

Sharon Ehrens Date: 5-5-18

_____ Date: _____

RECEIVED

MAY 11 2018

ZONING

I/We, Nancy and Larry Wiebusch, property owner in Becker County, Minnesota on Maple Beach, Lake Maud, with address 20063 East Lake Maud Road, bordering Julie and Rick Dahl's property at 20057 East Lake Maud Road, do not have any objections to their Barnesville Homes project and septic system/drain field addition being completed in summer 2018.

Sincerely,

Nancy Wiebusch

Date:

5/5/18

Larry Wiebusch

Date:

5/5/18

613448

BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 613448

December 9, 2013 at 12:36 PM
I hereby certify that the within
instrument was recorded in this office.
Darlene Maneval, County Recorder
By SKS Deputy

No delinquent taxes and transfer entered

this 6th day of Dec, 2013

Ryan L. Tungen
Becker County Auditor/Treasurer

By [Signature] Deputy

17.0890.000

QUIT CLAIM DEED
(Individual to Individual)

THIS INDENTURE, Made this 6th day of December, 2013, between John P. Brayton and Karen A. Brayton, husband and wife, GRANTORS, and Julie Ann Brayton Dahl, GRANTEE, whose post office address is 1618 29th Ave S, Fargo, ND 58103.

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTORS do hereby QUIT CLAIM to said GRANTEE all of the following real property lying and being in the County of Becker, and State of Minnesota, and described as follows, to-wit:

An undivided life estate interest in and to Lot Eleven (11) of Maple Beach in Section Twenty-two (22), Township One Hundred Thirty-eight (138), Range Forty-two (42), according to the certified plat thereof on file and of record in the Office of the Register of Deeds, in and for Becker County, State of Minnesota; that part of Government Lot One (1), Section Twenty-two (22), Township One Hundred Thirty-eight (138) North of Range Forty-two (42) West, described as follows: commencing at the most northerly corner of the Lot Eleven (11), Maple Beach, thence north 41 degrees 57' west a distance of 50 feet; thence south 45 degrees 23' west a distance of 195 feet more or less to the water's edge of Lake Maud, thence southeast along the shore of Lake Maud a distance of 50 feet more or less to the most westerly corner of Lot Eleven (11), Maple Beach, thence northeasterly along the northerly line of said Lot Eleven (11), Maple Beach, a distance of 188 feet to the point of beginning.

STATE DEED TAX DUE: \$1.65

BECKER COUNTY DEED TAX
AMT. PD. \$ 1.65
Receipt # 551892
Becker County Auditor/Treasurer

chg
paid
well



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.

1:749

Date: 5/11/2018

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



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A Marketing Company

"Serve, Connect and Celebrate
Our Community"

1340 Richwood Rd.

Detroit Lakes, MN 56501

Phone: 218-847-5624

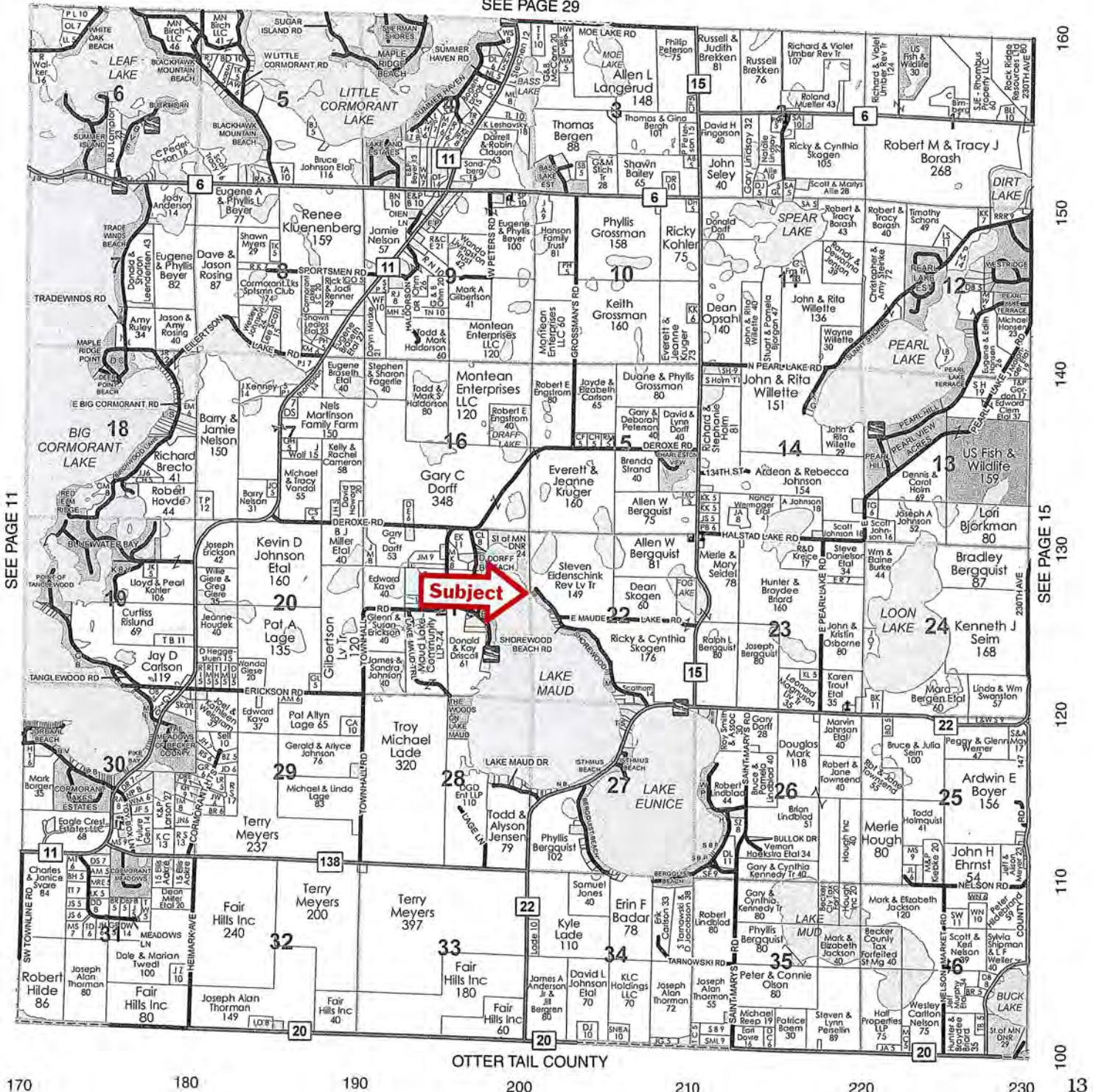


Lake Eunice

Township 138N - Range 42W

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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, June 14, 2018 @ 7:00 P.M.

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

APPLICANT: Jason & Tanya Haakenson
16749 49th St Se
Kindred, ND 58051

Project Location: 21659 N Pearl Lake Rd Detroit Lakes

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct a patio to be located at eighty-eight (88) feet and a dwelling to be located at sixty-four (64) 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. Also, requesting to construct a dwelling to be located at thirty-five (35) feet from the centerline of a township road, deviating from the required setback of 53 feet from the centerline of a township road on a riparian lot. All due to setback issues

LEGAL LAND DESCRIPTION: Tax ID number: 170823000 Pearl

SubdivisionName KNOLLWOOD GLEN SubdivisionCd 17033, Lot 1; Section 14, 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

RECEIVED
MAY 17 2018
ZONING

PARCEL	
APP	Variance
YEAR	
SCANNED	

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

First name(s) Jason & Tanya Last Name Maakenson
Mailing Address 16749 49th Street SE City, State, Zip Kindred, ND 58051
Phone Number (701) 799-0452 Project Address: 21659 North Pearl Lake Rd.
Detroit Lakes, MN 56501
Parcel number(s) of property: 17.0823.000 Sect - Twp - Range: 14 - 138 - 042
Township Name: Knollwood Glen Legal Description: Section 14 Township
138 Range 042 Subdivision Name Knollwood Glen Subdivision Cd 17033 LOT 1

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:

A one story house with a walk-out basement; Due to the 100 foot water setback and the road right of way, the 100 foot water and 53' road setbacks cannot be met. Due to the narrowness of the lot, our small house plan will not fit within the property lines with these setbacks. This will deprive us of any reasonable use of the property.

What are you applying for less than the minimum distance (setback) from? use of the property.

Setback must include decks and patios, current and proposed.

- ☒ Ordinary High Water Mark (OHWM) Proposed Distance (setback) 88/64 feet
☒ Lot Line Centerline Proposed Distance (setback) feet
☒ Road Right of Way (ROW) Proposed Distance (setback) 35 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? NA

What is the proposed addition square footage? 1427 Each Floor → 2854

What is the current height of the structure? NA

What is the proposed height of the structure? 17'

Is there a basement to the structure? Yes

Will the proposed addition have a basement? Yes

Will the roofline of the existing structure be changed? NA

Will the main structural framework of the structure be altered? NA

What is the current percentage of lot coverage? 0%

What is the proposed percentage of lot coverage? 13%

Deck/Patio 88 to OHW
Dwelling 64 to OHW
35 to CL
(The existing trailer was removed due to safety hazards)

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. (\$426.00 if Commercial). If in Cormorant Township add \$25.00 surcharge to the filing fee. **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 requesting to change the setbacks from the water and the road.
- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes (✓) No () Why or why not?
We purchased an existing lot that had a 1960's trailer on it that was unsafe for our family. We are replacing it with a new home that will be set back further than the trailer. This will not impact the shore line.
- 3) In your opinion, does the proposal put property to use in a reasonable manner? or natural resources.
Yes (✓) No () Why or why not?
We are not changing the use of the property, we are only updating the home.
- 4) In your opinion, are there circumstances unique to the property?
Yes (X) No () Why or why not?
The property lines, the two roads, and the irregular lot shape are all factors that we have to consider when planning the new house plan, and the original setbacks don't allow for
- 5) In your opinion, will the variance maintain the essential character of the locality? a home to be built on it.
Yes (X) No () Why or why not?
The essential character of the locality will only be improved with a new home compared to an old trailer that also was a fire hazard, roof leaks, mold, and unsafe.

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: _____

Tanya Haakenson

Date: _____

5-11-18

5-11-18

(Office Use)

Date Received _____

Accepted []

Incomplete Application []

Date _____

Zoning Administrator

Description of Variance Request:

Request for a 65' water setback vs. the current 92'5" water setback and a Township Road 33' setback vs. the current 53' setback requirement in a Recreational Development.

Reason for Variance Request:

The reason for the variance request is to be able to build a home on our property. The lot in question was established during a time when all setbacks were minimal, if any. A look at the lot in question will show you that the setbacks from the lake and the two roads, plus neighboring house next door, does not allow for a normal home to be built if it is required to be built 92'5" back from the shore line. We started with a bigger floor plan and had blue prints made up but because of the irregular lot, we had to choose a smaller floor plan. (see attached floor plans) This lot is much narrower and irregular than the other neighboring lots and the current water setback requirements make designing a home that functions well for our family or any family very difficult, and that is in harmony with the neighboring properties.

Approval of this variance request would allow us to build a quality home with 2 bedrooms, two bathrooms upstairs, and a walk out basement with 4 bedrooms and a bathroom on the lower level. It also allows us to have a two car attached garage. After realizing our first floor plan was too big for our lot, we spent a lot of time trying to find and design a floor plan that had the least square footage we could find but still had the main things a normal home should have. The proposed floor plan does not impact natural resources and only improves the use of the property.

Attached is a site plan showing the footprint and location of the proposed house, the current 92'5" lake shore setback and 53' Township road setback requirements, as well as the 65' lake shore setback and 33' Township road setback we are requesting. Right now the 92'5" water and Township road setbacks will place our house plan outside our property lines. All other zoning requirements will be met with this home design. The additional pages are a representation of the home we would like to build along with all the property information. (see index)



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

Website: www.co.becker.mn.us Email: zoning@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
170823000	21659 North Pearl Lake Rd. Detroit Lakes, MN 56501		Section 14 Township 138 Range 042 Knollwood Glen 17033 LOT 1

Lake/River Name	Lake/River Class	Township Name	Section	TWP No.	Range
Pearl Lake	RD	Lake Eunice	14	138	042

Property Owner	Last Name	First Name	Mailing Address	Phone
Haakenson, Jason & Tanya			16749 49th St. SE Kindred, ND 58051	(701) 799-0452
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 checked="" type="checkbox"/> Stairway	<input type="checkbox"/> Deck	<input type="checkbox"/> Recreational Unit	<input type="checkbox"/> Water Oriented Structure
<input type="checkbox"/> Fence	<input checked="" type="checkbox"/> Other <u>SEWER</u>	<input type="checkbox"/> Non Conforming Replacement (identify) _____	

*Existing Dwelling to be removed prior to _____

Onsite Water Supply (X) Deep Well () Shallow Well Well Depth TBD
MN Rules Chapter 4725 (MN well code) requires a 3' minimum structure setback to well
If New/Proposed: Proposed Septic Contractor: _____ Contractor Phone Number: _____
Onsite Sewage Treatment System NEW D+B Septic & Excavation LLC 218-847-1959
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(with in 1000ft) ☒ (X) Riparian(on water) () Non Riparian Non Shoreland _____

Lot Area 18,648.50 sq ft or _____ acres Water Frontage 100 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		
Example: Patio	10 x 12	120			
DRIVEWAY	35 x 22	770			
Home	50 x 41'0"	1427			
Garage	Included	Included			
Total Impervious Material _____					

Impervious Lot Coverage 2527 ÷ 18,648.50 = .135 x 100 = 13.5 %
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 require a silt fence or other means of stormwater management.

Dwelling 12x10 + 41x28 / Patio 12x10 88 feet to OHW

Characteristics of Proposed Dwelling/Dwelling Additions/Attached Garage/Decks		Cost of Project
() Dwelling <u>41</u> ft by <u>28</u> ft () Attached Garage <u>26</u> ft x <u>22</u> ft		\$ <u>200,000</u>
Outside Dimension () Deck <u>Patio</u> <u>12</u> ft x <u>10</u> ft () Addition to existing <u>572 sq ft</u> ft x ft		
Setback to Side Lot Lines <u>5</u> ft & Rear Lot Line _____ ft	Setback to Road Right of Way <u>35</u> ft center of road	
Setback to Bluff _____	Type of road <u>Twshp/Public</u> / Co Hwy / State Hwy (Circle)	
Setback to Wetland _____	<u>35 to CL N Paul + 20 ft to OHW of Paul LN</u>	
Setback to OHW (straight horizontal distance) <u>64'</u>	Is wetland protected () Yes () No	
Setback to septic tank <u>New 10+</u>	Elevation above OHW (Straight vertical distance) _____	
Total No. Bedrooms <u>6</u>	Setback to drainfield <u>New 20+</u>	
Roof Change () Yes () No	Maximum height proposed <u>14'</u> # of Stories _____	
	Basement (X) Yes () No Walkout Basement (X) Yes () No	

Characteristics of Proposed Non Dwelling/Non Dwelling Additions/Detached Garages/Storage Sheds		Cost of Project
() Garage _____ ft by _____ 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 Side Lot Lines _____ ft & Rear Lot Line _____ ft	Setback to Road Right of Way _____ ft	
Setback to Bluff _____	Type of road <u>Twshp/Public</u> / Co Hwy / State Hwy (Circle)	
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		

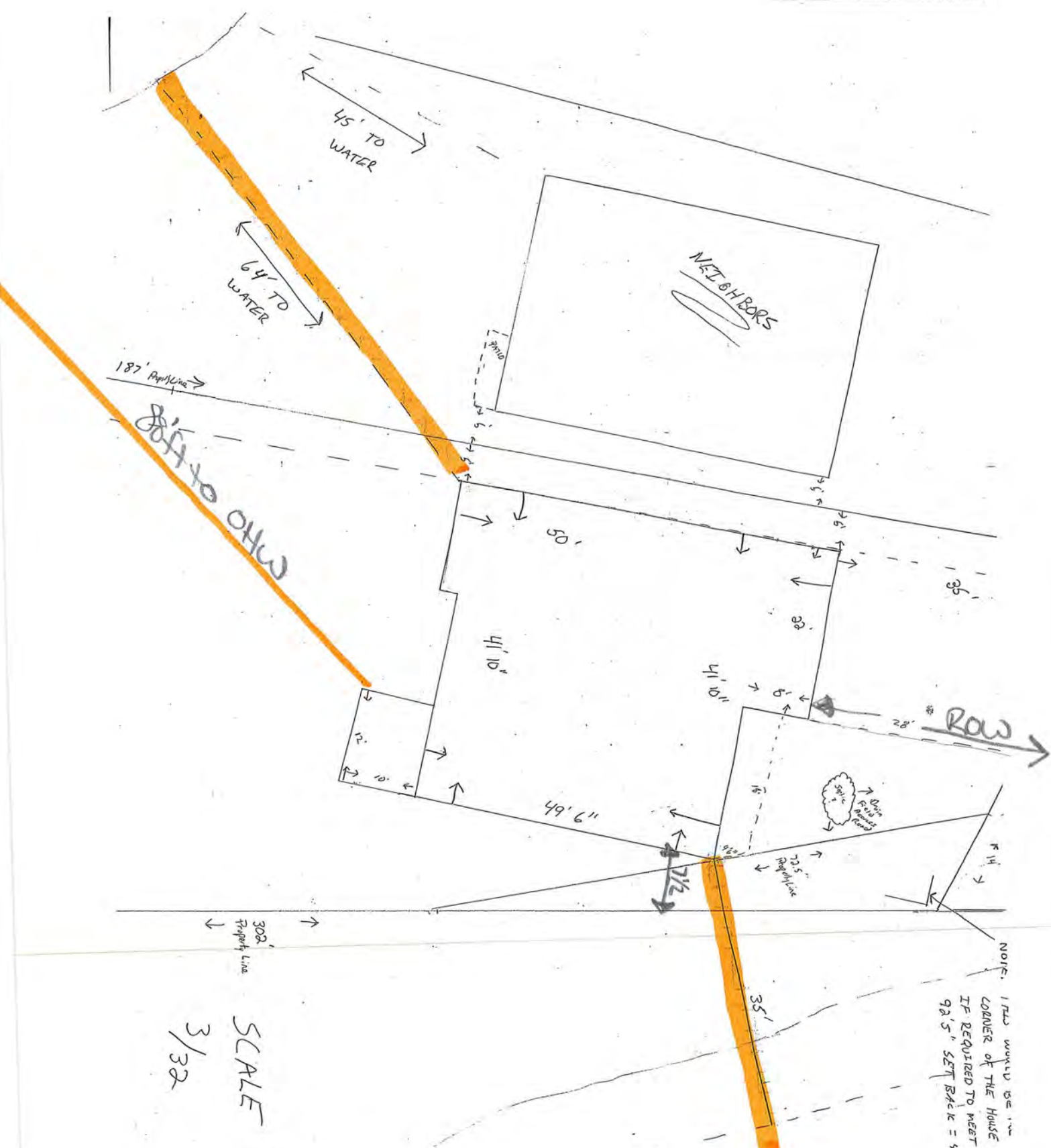
Characteristics of Proposed Water Oriented Structure*	Cost of Project \$
() Deck () Boathouse () Screen Porch () Gazebo () Storage Structure	_____
Outside Dimension _____ ft by _____ ft	Sq ft _____
Setback to Side Lot Line _____ ft & _____ ft	Setback to Bluff _____
Setback to OHW (straight horizontal 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 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.

Tanya Haakenson
Signature

5-11-18 5-11-18
Date

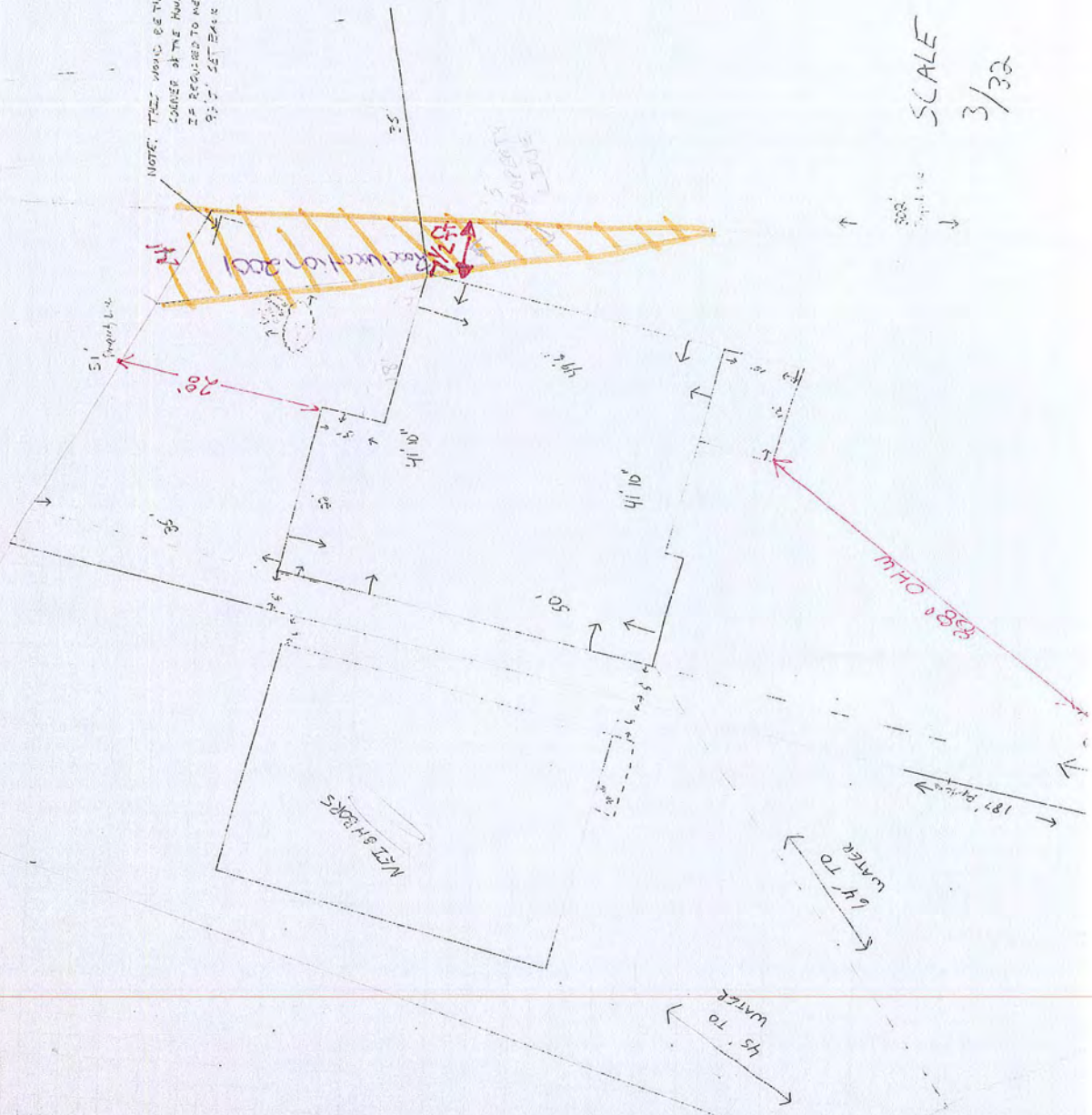


NOTE: THIS WOULD BE THE CORNER OF THE HOUSE IF REQUIRED TO MEET THE 90' SET BACK = $45 + 100 = 145 \div 2 = 72.5' + 20' (92.5')$

SCALE
3/32

NOTE: THE HANG BEHIND
 CORNER OF THE HOUSE
 IS REQUIRED TO MEET THE
 93' SET BACK = 45' + 48' = 93' (92' 5")

SCALE
 3/32



Date owner notified of application outcome: _____



471121

Transfer Entered
June 19, 2001
Keith S. Brekken
Becker County Auditor
By dm
Deputy

BECKER COUNTY RECORDER-STATE OF MN
Document No. 471121
Date JUN 22 2001 1:30 P.M.
I hereby certify that the within instrument
was recorded in the office of Becker
County Recorder
M.M. Martinson
County Recorder Ko Dpty.

LAKE EUNICE TOWNSHIP
RESOLUTION VACATING AND ESTABLISHING A TOWN ROAD
AND FINAL TOWN ROAD ORDER

WHEREAS, the Town Board of Lake Eunice Township, Becker County, Minnesota received a petition calling for the vacation of the following described road pursuant to M.S. § 164.07:

That part of a Dedicated Public Roadway as dedicated in the plat of KNOLLWOOD GLEN FIRST ADDITION and that part of a Dedicated Public Road as dedicated in the plat of KNOLLWOOD GLEN SECOND ADDITION, said plats are on file and of record in the office of the Recorder of Becker County, Minnesota, described as follows:

Beginning at an iron monument which designates the northwesterly corner of Lot 4, Block One, of said KNOLLWOOD GLEN SECOND ADDITION; thence North 22 degrees 06 minutes 23 seconds East 270.00 feet on an assumed bearing along the westerly line of Lots 3, 2 and 1 of said Block One to a found iron monument at the northwesterly corner of said Lot 1; thence North 19 degrees 13 minutes 00 seconds East 70.00 feet along the westerly line of Lot 7 of said KNOLLWOOD GLEN FIRST ADDITION to an iron monument at the northwesterly corner of said Lot 7; thence North 72 degrees 02 minutes 58 seconds West 38.04 feet to an iron monument; thence South 20 degrees 48 minutes 12 seconds West 139.95 feet to an iron monument; thence North 72 degrees 00 minutes 52 seconds West 27.79 feet to an iron monument on the westerly line of said Dedicated Public Road according to said KNOLLWOOD GLEN SECOND ADDITION; thence South 22 degrees 06 minutes 23 seconds West 395.22 feet along the westerly line of said Dedicated Public Road; thence South 67 degrees 53 minutes 37 seconds East 12.57 feet along the southerly line of said Dedicated Public Road to the southwesterly corner of a previously vacated public road according to Microfilm Document No. 351466 and recorded in the office of the Recorder of said County; thence North 31 degrees 40 minutes 26 seconds East 201.40 feet along the westerly line of said previously vacated public road; thence South 71 degrees 51 minutes 27 seconds East 20.00 feet along the northerly line of said previously vacated public road to the point of beginning.

Page -1- Jay D. Carlson
P.O. Box 448
Fargo, ND
58107
chg
paid
well
non / std
extra

The location of the Township Road to be established is legally described as:

That part of Government Lot 1 and that part of Government Lot 2 in Section 14, Township 138 North, Range 42 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Beginning at the most northerly corner of KNOLLWOOD GLEN SECOND ADDITION, said plat is on file and of record in the office of the Recorder of said County; thence South 22 degrees 06 minutes 23 seconds West 73.18 feet on an assumed bearing along the westerly line of a Dedicated Public Road according to said KNOLLWOOD GLEN SECOND ADDITION to an iron monument; thence South 28 degrees 14 minutes 44 seconds West 382.36 feet to an iron monument; thence South 01 degree 16 minutes 44 seconds West 180.00 feet to an iron monument; thence North 71 degrees 42 minutes 21 seconds West 69.02 feet to an iron monument; thence North 01 degree 16 minutes 44 seconds East 175.63 feet to an iron monument; thence North 28 degrees 14 minutes 44 seconds East 540.00 feet to an iron monument; thence North 33 degrees 55 minutes 06 seconds East 183.68 feet to an iron monument on the westerly line of a Dedicated Public Roadway according to KNOLLWOOD GLEN FIRST ADDITION, said plat is on file and of record in the office of the Recorder of said County; thence South 19 degrees 13 minutes 00 seconds West 255.00 feet along the westerly line of said Dedicated Public Roadway to the point of beginning. The above described tract contains 1.15 acres.

WHEREAS, said petition was signed by not less than eight voters of the town who own real estate, or occupy real estate under the homestead or preemption laws or under contract with the state, within three miles of the road;

WHEREAS, the road passes over the following described tracts of land in Becker County, Minnesota, owned by the following named owners:

<u>Owners</u>	<u>Description of Land</u>
John Willette	Section 14, T-138-R42W
Rita Willette	Section 14, T-138-R42W in Government Lot 2
Dean Chadbourne	Lots 4, 5, Knollwood Glen Second Addition
Everette Anderson	Lot 3, Knollwood Glen Second Addition
Tammy Krueger	Lot 7, Knollwood Glen First Addition
c/o Wasmoen Family Trust	Lot 1 Knollwood Glen Second Addition
Keith Skalin	Lot 2, Knollwood Glen Second Addition

WHEREAS, the town board conducted a public hearing on the petition on the 2nd day of January, 2001, and continued hearing on April 3, 2001, after personal and posted notice provided by the petitioners pursuant to M.S. § 164.07, subd. 2, and published notice provided by the town board;

WHEREAS, the petitioners presented the town board with affidavits at the hearing as proof that the required notice was given;

WHEREAS, the town board examined the road, heard the interested parties, and considered the matter;

WHEREAS, the town board determined that the petitioned for action is consistent with the public interest;

WHEREAS, the Owners, John Willette, Rita Willette, Dean Chadbourne, Everette Anderson, Tammy Krueger c/o Wasmoen Family Trust and Keith Skalin have released in writing all claims for damages from such vacation and have agreed to indemnify the Township for any and all damage claims arising as a consequence of the vacation;

WHEREAS, the Township believes no damages will occur as a result of the vacation because legal access is provided by other Township Roads;

WHEREAS, the vacation shall not determine the rights of any party to the ownership of land hereby vacated. The Township disclaims any ownership interest or rights in the vacated road;

WHEREAS, all utility easements shall remain unaffected by the vacation;

WHEREAS, the petitioner shall pay all costs and attorney's fees incurred in the vacation proceeding.

NOW, THEREFORE, BE IT RESOLVED, that the town board of Lake Eunice Township, Becker County, Minnesota, hereby vacates a town road legally described as follows:

That part of a Dedicated Public Roadway as dedicated in the plat of KNOLLWOOD GLEN FIRST ADDITION and that part of a Dedicated Public Road as dedicated in the plat of KNOLLWOOD GLEN SECOND ADDITION, said plats are on file and of record in the office of the Recorder of Becker County, Minnesota, described as follows:

Beginning at an iron monument which designates the northwesterly corner of Lot 4, Block One, of said KNOLLWOOD GLEN SECOND ADDITION; thence North 22 degrees 06 minutes 23 seconds East 270.00 feet on an assumed bearing along the westerly line of Lots 3, 2 and 1 of said Block One to a found iron monument at the northwesterly corner of said Lot 1; thence North 19 degrees 13 minutes 00 seconds East 70.00 feet along the westerly line of Lot 7 of said KNOLLWOOD GLEN FIRST ADDITION to an iron monument at the northwesterly corner of said Lot 7; thence North 72 degrees 02 minutes 58 seconds West 38.04 feet to an iron monument; thence South 20 degrees 48 minutes 12 seconds West 139.95 feet to an iron

monument; thence North 72 degrees 00 minutes 52 seconds West 27.79 feet to an iron monument on the westerly line of said Dedicated Public Road according to said KNOLLWOOD GLEN SECOND ADDITION; thence South 22 degrees 06 minutes 23 seconds West 395.22 feet along the westerly line of said Dedicated Public Road; thence South 67 degrees 53 minutes 37 seconds East 12.57 feet along the southerly line of said Dedicated Public Road to the southwesterly corner of a previously vacated public road according to Microfilm Document No. 351466 and recorded in the office of the Recorder of said County; thence North 31 degrees 40 minutes 26 seconds East 201.40 feet along the westerly line of said previously vacated public road; thence South 71 degrees 51 minutes 27 seconds East 20.00 feet along the northerly line of said previously vacated public road to the point of beginning.

The location of the Township Road to be established is legally described as:

That part of Government Lot 1 and that part of Government Lot 2 in Section 14, Township 138 North, Range 42 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

17-0150-000
Beginning at the most northerly corner of KNOLLWOOD GLEN SECOND ADDITION, said plat is on file and of record in the office of the Recorder of said County; thence South 22 degrees 06 minutes 23 seconds West 73.18 feet on an assumed bearing along the westerly line of a Dedicated Public Road according to said KNOLLWOOD GLEN SECOND ADDITION to an iron monument; thence South 28 degrees 14 minutes 44 seconds West 382.36 feet to an iron monument; thence South 01 degree 16 minutes 44 seconds West 180.00 feet to an iron monument; thence North 71 degrees 42 minutes 21 seconds West 69.02 feet to an iron monument; thence North 01 degree 16 minutes 44 seconds East 175.63 feet to an iron monument; thence North 28 degrees 14 minutes 44 seconds East 540.00 feet to an iron monument; thence North 33 degrees 55 minutes 06 seconds East 183.68 feet to an iron monument on the westerly line of a Dedicated Public Roadway according to KNOLLWOOD GLEN FIRST ADDITION, said plat is on file and of record in the office of the Recorder of said County; thence South 19 degrees 13 minutes 00 seconds West 255.00 feet along the westerly line of said Dedicated Public Roadway to the point of beginning. The above described tract contains 1.15 acres.

BE IT FURTHER RESOLVED, that the town board chair and town clerk are hereby authorized and directed to execute this resolution which shall constitute a final town road order vacating said town road and to record the same with the county recorder of Becker County;

BE IT FINALLY RESOLVED, that the town clerk is authorized and directed to provide a copy of this resolution to each of the affected owners listed above. The petitioners shall file a release of damage form and upon the execution and delivery of a quit claim deed, the final Town Road order may be filed in the Office of the Becker County Recorder.

Adopted this 1st day of May, 2001, by the following vote:

Town Supervisor	Yes	No
<u>Gerald A. Kohler</u>	<u>X</u>	<u> </u>
<u>Lloyd Kohler</u>	<u>X</u>	<u> </u>
<u>Michael Reep</u>	<u>X</u>	<u> </u>

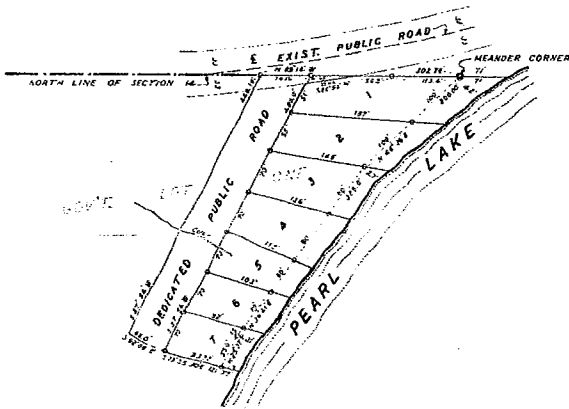
Cynthia Myers
Clerk

Lake Eunice Town Board

Gerald A. Kohler
Board Chair

KNOLLWOOD GLEN

(IN GOV'T LOT 1 - SEC. 14 - T138N - R42W)



BE IT REMEMBERED THAT Mr. John H. Willette and Miss Willette, husband and wife, owners and proprietors of that certain land in Government Lot One (1), Section Fourteen (14), Township One Hundred Thirty-eight (138) North, Range Forty-two (42) West of the Fifth (5th) Principal Meridian in Becker County, Minnesota, described as follows, to-wit:

Beginning at the Meander Corner (iron stake) on the North line of said Section 14; thence running by the following four courses, viz: North 89° 14' West 100.70 feet; South 77° 54' East 300.10 feet; South 62° 00' East 45.00 feet; South 77° 54' East 151.77 feet, more or less, to the water's edge of Pearl Lake; thence running northwesterly along the water's edge of Pearl Lake to a point which bears South 89° 14' East 71.00 feet, more or less, from the point of beginning; thence running North 89° 14' West 71.00 feet, more or less, to the point of beginning;

have caused the said land to be surveyed and plotted into seven (7) riparian lakeshore lots and a public roadway 66.00 feet in width, which roadway is hereby dedicated to the public use forever; all to be known as KNOLLWOOD GLEN and all as shown on the herein plat.

IN WITNESS WHEREOF, We have caused this plat to be signed this 1st day of October, A.D. 1963.

Witnesses:

John H. Willette
Miss Willette

Owner:

John H. Willette
Miss Willette

State of Minnesota
County of Becker

On this 1st day of October, A.D. 1963, before me, Henry P. Pallas, in and for said County, personally appeared John H. Willette and Miss Willette, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

J. P. PALLAS, Notary Public

John H. Willette
Notary Public, Becker County, Minnesota
My Commission Expires July 19, 1967.

I HEREBY CERTIFY that I made the survey of KNOLLWOOD GLEN in accordance with the provisions of the statutes pertaining to such surveys, that this plat is a correct representation of the survey, that all distances are correctly shown, that the monuments for guidance of future surveys have been correctly placed as shown, that the outside boundary lines are correctly designated, that there are no wet lands and that there are no public roads except as shown on the herein plat. DATED THIS 1st DAY OF OCTOBER, 1963.

John H. Willette

Notary Public, Becker County, Minnesota
My Commission Expires July 19, 1967.

Subscribed and sworn to before me this 1st day of October, A.D. 1963.

John H. Willette
Notary Public, Becker County, Minnesota
My Commission Expires July 19, 1967.

The annexed plat is hereby approved by the Board of Commissioners of Becker County, Minnesota, this 1st day of October, A.D. 1963.

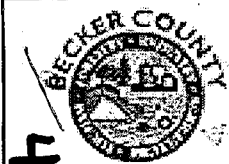
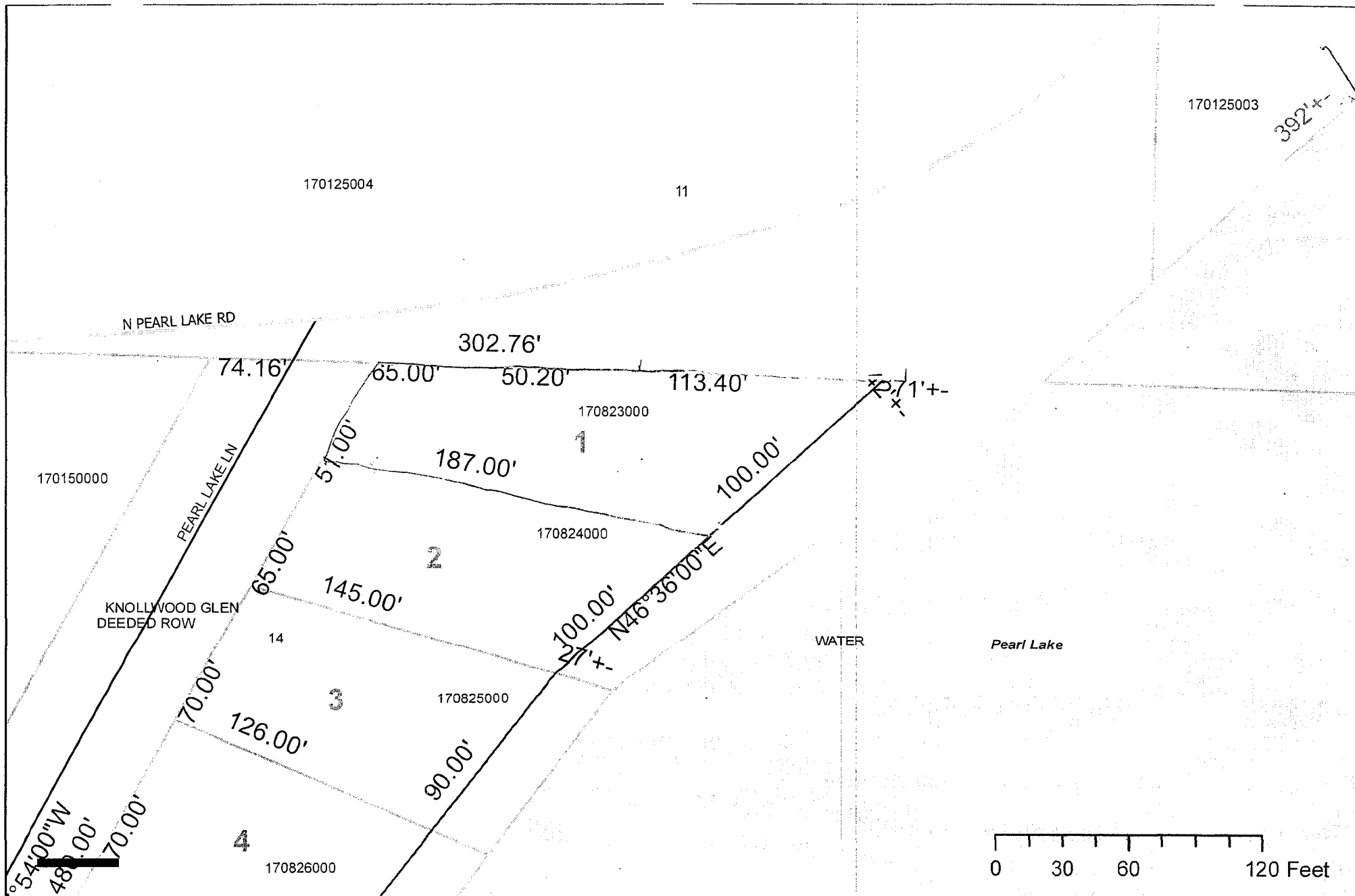
ATTEST:

John H. Willette
County Auditor

John H. Willette
Chairman of County Board

John H. Willette
Miss Willette
John H. Willette

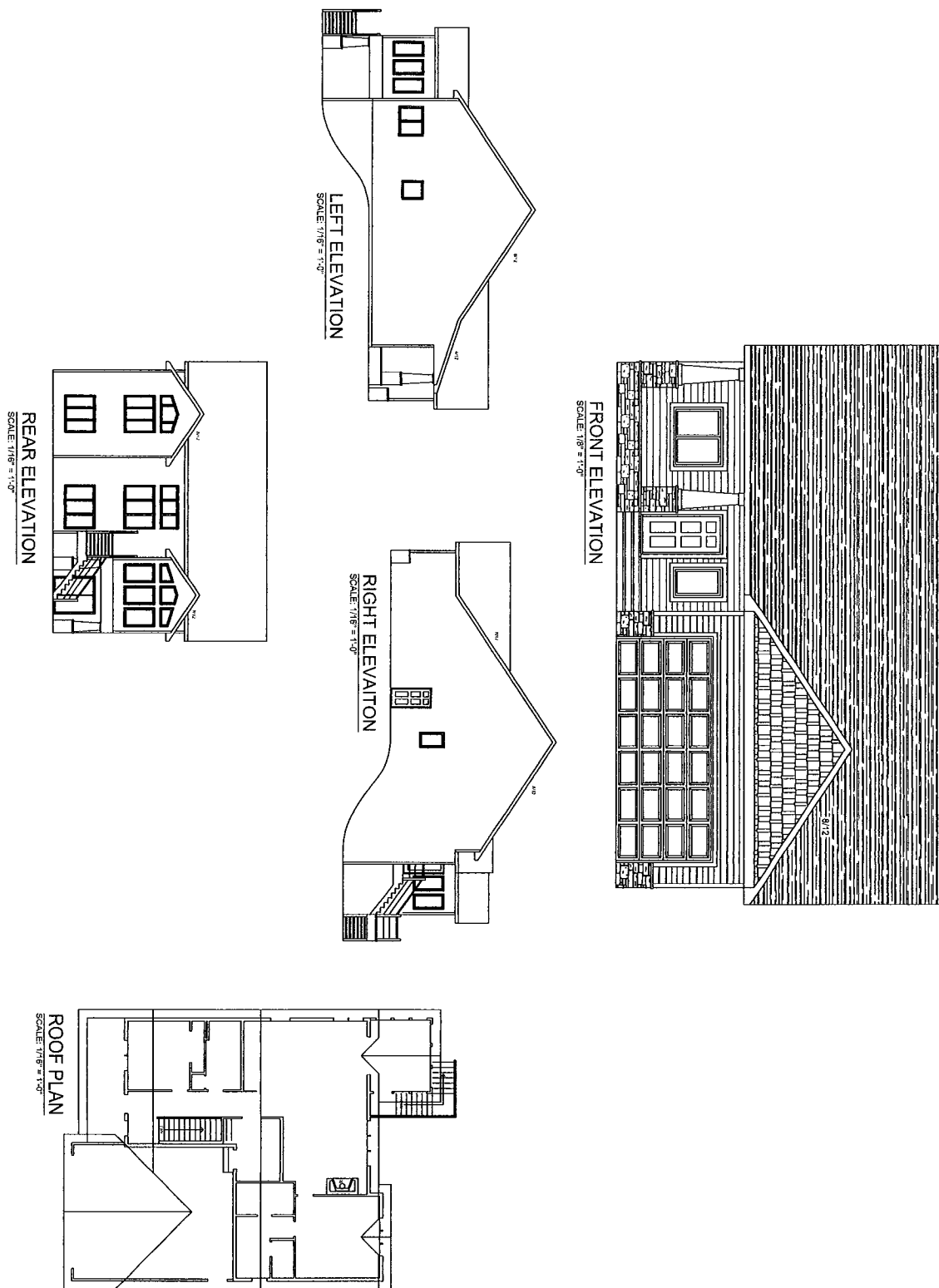
Plat 11 by 60



18,488.44 sq. Lot Area

8/2/2010 12:10:03 PM

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.



2

CONTRACTOR NAME

ADDRESS HERE
701-293-6000

Crane Johnson
Lumber Co.

© Copyright 2013, all right reserved.

PROJECT	RAMBLER
FILE	JO3095
DESIGNER	SHAWN
DRAWN	JASON
DATE:	1.4.18
TOTAL S.F.	

JASON&TANYA HAAKENSEN
ADDRESS HERE ?
PEARL LAKE, DETROIT LAKES MN

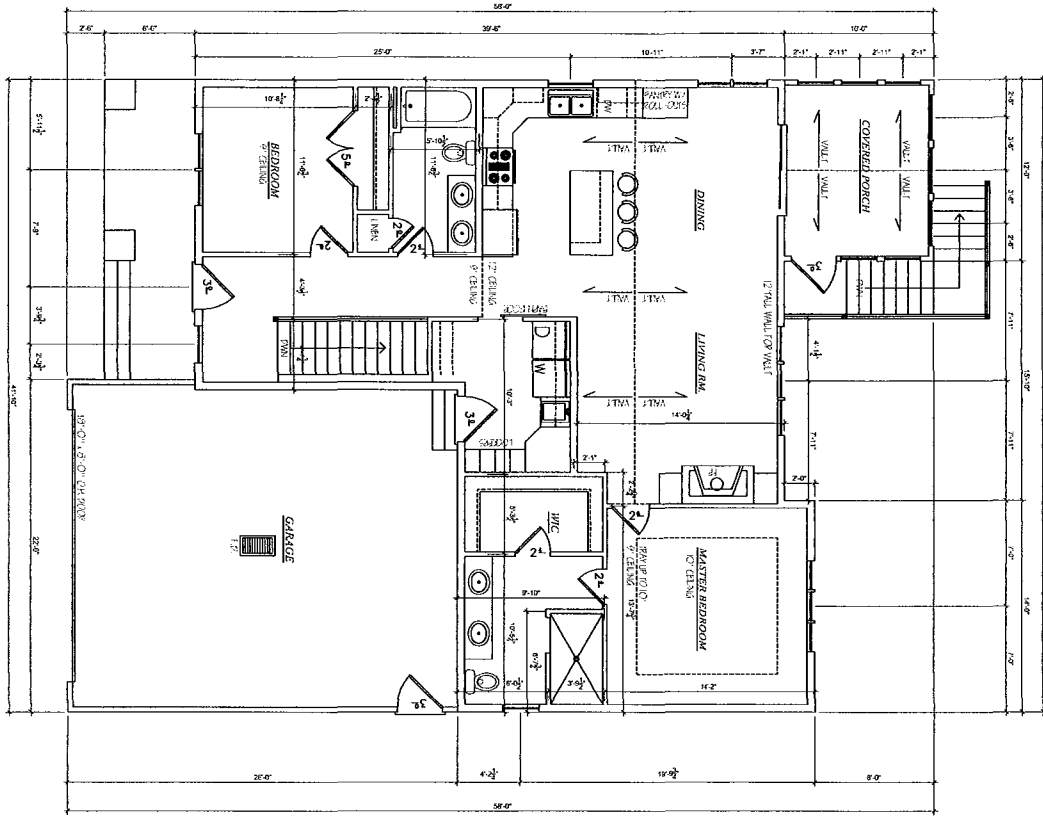
PRELIMINARY PLAN UNTIL SIGNED
BY CONTRACTOR OR OWNER
I ACCEPT THIS PLAN AS DRAWN

NAME: DATE:

DISCLAIMER OF WARRANTIES
CRANE JOHNSON LUMBER COMPANY AND ITS AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION CONTAINED HEREIN. THE INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE USER ASSUMES ALL LIABILITY FOR THE USE OF THE INFORMATION.

REVISIONS:	1.18.18

* Proposed Floor Plan



MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"

3

JASON & TANYA HAAKENSEN
PEARL LAKE, DETROIT LAKES MN

PRELIMINARY PLAN UNTIL SIGNED
BY CONTRACTOR OR OWNER
I ACCEPT THIS PLAN AS DRAWN

NAME: _____ DATE: _____



Crane Johnson
Lumber Co.

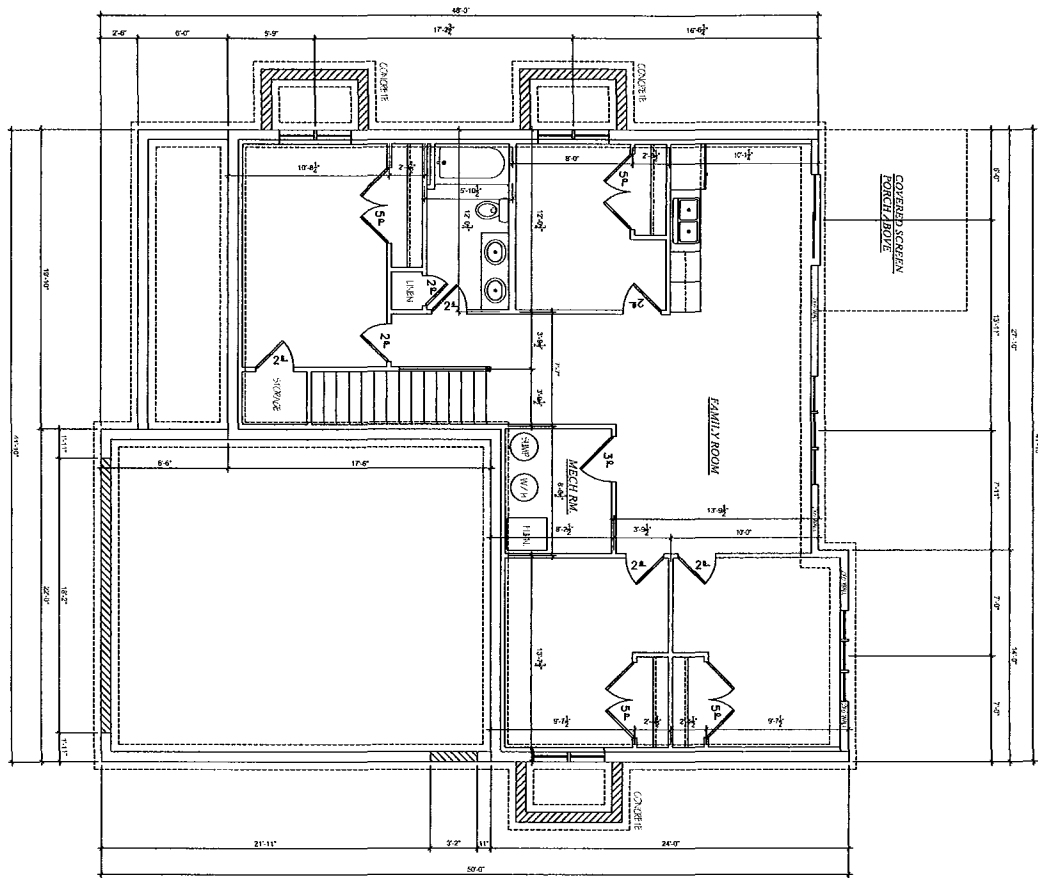
© Copyright 2013, all right reserved.

DISCLAIMER OF WARRANTIES

THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF ALL INFORMATION PROVIDED. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL DESIGN AND CONSTRUCTION.

REVISIONS:	1.18.18
REVISIONS:	2.14.18
REVISIONS:	2.21.18
REVISIONS:	1.4.18
TOTAL S.F.	1427

REVISIONS:	1.18.18
REVISIONS:	2.14.18
REVISIONS:	2.21.18
REVISIONS:	1.4.18
TOTAL S.F.	1427



FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

4

JASON&TANYA HAAKENSEN
PEARL LAKE, DETROIT LAKES MN

PRELIMINARY PLAN UNTIL SIGNED
BY CONTRACTOR OR OWNER
I ACCEPT THIS PLAN AS DRAWN

NAME: _____ DATE: _____



Crane Johnson
Lumber Co.

© Copyright 2013, all right reserved.

DISCLAIMER OF WARRANTIES

PLEASE REMEMBER TO CHECK THE QUALITY OF THE MATERIALS AND THE WORKMANSHIP OF THE CONSTRUCTION. THE CRANE JOHNSON LUMBER CO. IS NOT RESPONSIBLE FOR THE QUALITY OF THE MATERIALS AND THE WORKMANSHIP OF THE CONSTRUCTION. THE CRANE JOHNSON LUMBER CO. IS NOT RESPONSIBLE FOR THE QUALITY OF THE MATERIALS AND THE WORKMANSHIP OF THE CONSTRUCTION.

REVISIONS:	FILE #	DATE
1.18.18	JO3095	1.18.18
2.14.18	SHAWN	2.14.18
2.21.18	JASON	2.21.18

TOTAL S.F.	DATE
1427	1.18.18



BECKER COUNTY
MARY HENDRICKSON, AUDITOR-TREASURER
915 LAKE AVE.
DETROIT LAKES, MN 56501-3403
218-846-7311
www.co.becker.mn.us

Property ID#: 17.0823.000

VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year:		
	2017		2018
	Estimated Market Value:		106,800 99,400
	Improvements Excluded:		
	Homestead Exclusion:		
	Taxable Market Value:		106,800 99,400
	New Improvements/Expired Exclusions:		
Step 2	Property Classification:		Seasonal Seasonal
	Sent in March 2017		
Step 3	PROPOSED TAX		
	Proposed Tax:		716.00
Step 3	PROPERTY TAX STATEMENT		
	First-half Taxes:		May 15 392.00
Step 3	Second-half Taxes:		October 15 392.00
	Total Taxes Due in 2018:		784.00



BILL: 1215770
JASON & TANYA HAAKENSON
16749 49TH ST SE
KINDRED ND 58051-9629



C 68
S 15638

\$\$\$

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:

21659 North PEARL LAKE RD
DETROIT LAKES

DESCRIPTION:

Section 14 Township 138 Range 042 SubdivisionName
KN "OOD GLEN SubdivisionCd 17033 LOT 1

Tax Detail for Your Property

Taxes Payable Year		2017	2018
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit 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	
Tax and Credits	3. Property taxes before credits	\$ 798.12	\$ 716.14
	4. Credits that reduce property taxes.		
	A. Agricultural and rural land credits	0.00	0.00
Property Tax by Jurisdiction	B. Other Credits	0.00	0.00
	5. Property taxes after credits	798.12	716.14
	6. BECKER COUNTY	\$ 426.02	\$ 383.10
Property Tax by Jurisdiction	A. County		
	B.		
	7. LAKE EUNICE	128.37	113.57
Property Tax by Jurisdiction	8. State General Tax	127.65	111.86
	9. SCHOOL DISTRICT 0022		
	A. Voter approved levies	0.00	0.00
Property Tax by Jurisdiction	B. Other local levies	97.38	91.82
	A. BC EDA	2.56	2.22
	B. Others	16.14	13.57
Property Tax by Jurisdiction	C. TIF	0.00	0.00
	D.	0.00	0.00
	10. Special Taxing Districts		
Property Tax by Jurisdiction	11. Non-school voter-approved referenda levies	0.00	0.00
	12. Total property tax before special assessments	\$ 798.12	\$ 716.14
	13. Special Assessments	67.88	67.86
Property Tax by Jurisdiction	Contamination Tax		
	14. TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$ 866.00	\$ 784.00

Line 13 Special Assessment Detail:
S-1010/15 SOLID WASTE RESIDENT 40.00
S-7301/18 STORM WATER 27.86

Principal: 67.86
Interest:

TO AVOID PENALTY
PAY ON OR BEFORE: October 15

Property ID#: 17.0823.000
Bill#: 1215770

JASON & TANYA HAAKENSON
16749 49TH ST SE
KINDRED ND 58051-9629

SECOND 1/2 TAX AMOUNT: \$ 392.00
PREPAY CREDIT: \$ 0.00
TOTAL SECOND HALF AMOUNT DUE: \$ 392.00

MAKE CHECKS PAYABLE & MAIL TO:

Mary Hendrickson, Auditor-Treasurer
915 Lake Ave.
Detroit Lakes, MN 56501-3403



Your cancelled check is your receipt. This Receipt is void if check is not honored.

☐ If your address has changed please check this box and show the change on the back of this stub.

DETACH HERE AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT. DO NOT STAPLE.

8



Becker County Assessor
Steve C. Carlson
915 Lake Avenue
Detroit Lakes, MN 56501
218-846-7300
www.co.becker.mn.us

VALUATION NOTICE

2019

2018 Values for Taxes Payable in

Property tax notices are delivered on the following schedule:

Step	Valuation and Classification Notice	See Details Below
1	Class: Seasonal Estimated Market Value: 111,600 Homestead Exclusion: 0 Taxable Market Value: 111,600	

Step 2 Proposed Taxes Notice
Coming November 2018

Step 3 Property Tax Statement
Coming March 2019



JASON & TANYA HAAKENSEN
16749 49TH ST SE
KINDRED ND 58051-9629

C 68
S 15638

The time to appeal or question your
CLASSIFICATION or VALUATION
is NOW!

It will be too late when proposed
taxes are sent.

How to Respond

If you believe your valuation
and property class are
correct, it is not necessary
to contact your assessor or
attend any listed meetings.

If the property information
is not correct, you disagree
with the values, or have
other questions about this
notice, **please contact your
assessor first to discuss
any questions or concerns.**
Often your issues can be
resolved at this level. If
your questions or concerns
are not resolved, more
formal appeal options are
available.

**Please read the back of
this notice** for important
information about the
formal appeal process.

Property Information (legal description and/or property address)

Property ID: 17.0823.000
Property Address: 21659 North PEARL LAKE RD
DETROIT LAKES MN 56501
Tax Description: Section 14 Township 138 Range 042 SubdivisionName KNOLLWOOD
GLEN SubdivisionCd 17033 LOT 1

Property Classification	2017 taxes you will pay in 2018	2018 taxes you will pay in 2019
<i>The assessor has determined your property's classification(s) to be:</i>	Seasonal	Seasonal
<input type="checkbox"/> If this box is checked, your classification has changed from last year's assessment.		
<i>The assessor has estimated your property's market value to be:</i>		
Estimated Market Value (EMV):	99,400	111,600
<i>Several factors can reduce the amount that is subject to tax:</i>		
Green Acres Value Deferred:	0	0
Rural Preserve Value Deferred:	0	0
Plat Deferment:	0	0
This Old House Exclusion:	0	0
Dis. Vets Market Value Exclusion:	0	0
Homestead Market Value Exclusion:	0	0
Taxable Market Value:	99,400	111,600
<i>The following values (if any) are reflected in your estimated and taxable market values:</i>		
JOBZ Amount Excluded:	0	0
New Improvement Value:		0
<i>The classification(s) of your property affect the rate at which your value is taxed.</i>		

The following meetings are available to discuss or appeal your value and classification:

Open Book Meeting(s)

NOT APPLICABLE

CERTIFICATE OF REAL ESTATE VALUE FILED # 014056

No delinquent taxes and transfer entered this 14th day of Feb, 2017

Mary E. Hendrickson
Becker County Auditor/Treasurer

By _____ Deputy

CONTRACT FOR DEED

THIS CONTRACT FOR DEED (this "Agreement") dated this 15th day of August, 2016

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 640211

February 14, 2017 at 9:11 AM

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

Patricia Swenson, County Recorder

By SKS Deputy

640211

BETWEEN:

Liebelt husband and wife D.L.
Richard & Diane Liebelt of 1330 Highway 9; Barnesville MN 56514

(the "Seller")

OF THE FIRST PART

Haakenson husband and wife
Jason and Tanya Haakenson of 16749 49th St. SE, Kindred, ND 58051

(the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement as follows:

Sale of Property

1. On the 15th day of August, 2016, the Seller, for and in consideration of the sum of \$135,000, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements on the property:

A tract of land parcel #17-0823-000; Lot 1 Knollwood Glen in Becker County, Minnesota;

Physical address located at: 21659 North Pearl Lake Road, Detroit Lakes, Minnesota, 56501

1. (the "Premises")

chg
paid
well

Initials: _____

To: Richard + Diane Liebelt
1330 Hwy 9
Barnesville MN 56514

Purchase Price

2. The purchase price (the "Purchase Price") of the Premises is \$135,000.00. The Purchaser agrees to pay \$15,000.00 as a down payment, and the balance of the Purchase Price being payable in monthly installments of \$1,656.24 (3% Interest) due on the 1st of each month, beginning on September 1, 2016, due monthly for 60 months, with a final balloon payment of \$30,000.00 due on the 1st of the month following the last (60th) monthly payment.

Lump Sum Payments

3. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

Property Taxes and Assessments

4. For the duration of this Agreement, the Purchaser will be responsible for all taxes, and assessments levied against the Premises.

Insurance

5. The Purchaser is not responsible for insuring the Seller's contents and furnishings in or about the Premises against either damage or loss and the Purchaser assumes no liability for any such damage or loss.
6. The Purchaser is responsible for maintaining liability insurance on the Premises for the benefit of both the Purchaser and the Seller, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.

Purchaser's Default

7. In the event of the Purchaser's failure to perform any covenant or condition contained in the Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, the entire balance of the Purchase Price will become due 30 days after the 14 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.
8. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 30 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.

Initials: _____

9. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement
10. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

Seller's Right to Reinstate Agreement After Default

11. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:
 - i. Pay all amounts due and owing under this Agreement not been terminated;
 - ii. Cure any defaults that have occurred; and
 - iii. Pay all expenses incurred by the Seller in enforcing their rights under this Agreement.
12. All payments made under the preceding provision must be made in a form acceptable to both parties.

Assignment or Sale of the Premises

13. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the consent of the Seller.

Deed and Evidence of Title

14. Upon payment of the full Purchase Price, including all taxes, assessments, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances.

Notices

15. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to :

If to the Purchaser:

Jason and Tanya Haakenson of 16749 49th St. SE, Kindred, ND 58051.

Initials: _____

If to the Seller:

Richard and Diane Liebelt of 1330 Highway 9, Barnesville, MN 56514.

Charges for Late Payment

16. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of \$50.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the monthly installment owing.

Conveyance or Mortgage by Seller

17. The Seller reserves the right to encumber the Premises with a mortgage. The Seller agrees to meet the obligations due under the mortgage and to provide proof of the same to the Purchaser upon the written demand of the Purchaser.
18. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

Security

19. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

Time of the Essence

20. Time is of the essence for the performance of all the Purchaser's obligations under this Agreement.

Attorney Fees

21. In the event of a default by the Purchaser, the Purchaser will pay the Seller's entire reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

Entire Agreement

22. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

Initials: _____

Amendments

23. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

Waivers

24. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

Severability

25. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Minnesota (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
26. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in the Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Interpretation

27. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Joint and Several Liability

28. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

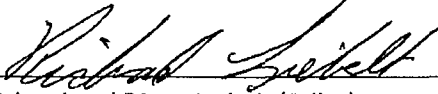
Heirs and Assigns

29. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

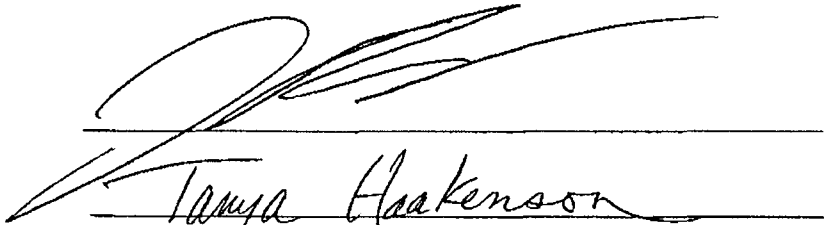
Initials: _____

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 15th day of August, 2016.





Richard and Diane Liebelt (Seller)



Jason and Tanya Haakenson (Purchaser)

The seller certifies that the status and number of wells have not changed since the last previously filed well disclosure statement. D.L.

Initials: _____

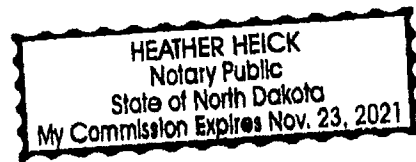
SELLER ACKNOWLEDGEMENT

North Dakota
STATE OF ~~MINNESOTA~~
COUNTY OF ~~BECKER~~ *Cass*

The foregoing instrument was acknowledged before me this ^{23rd}~~15th~~ day of August, 2016, by Richard and Diane Liebel.

Heather Heick

Notary Public



My commission expires: _____

Richard Liebel
Diane Liebel

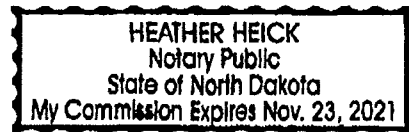
Initials: _____

PURCHASER ACKNOWLEDGEMENT

North Dakota
STATE OF ~~MINNESOTA~~
Cass
COUNTY OF ~~BECKER~~

The foregoing instrument was acknowledged before me this 23rd day of August, 2016, by Jason and Tanya Haakenson

Heather Heick
Notary Public



My commission expires: _____

Tanya Haakenson

DISCLOSURE REQUIREMENTS

If you have any questions or concerns regarding what needs to be disclosed, please contact a local attorney.

	Return to: Richard and Diane Liebelt of 1330 Highway 9, Barnesville, MN 56514 and to Jason and Tanya Haakenson, 16749 49 th St. SE, Kindred, ND 58051
--	--

Drafted by:

Jason Haakenson
16749 49th SE
Kindred, ~~ND~~ 58051

Initials: J. H.

Tax Statements to:

Jason + Tanya Haakenson
16749 49th St SE.
Kindred N.D. 58051



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.

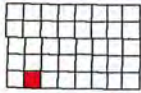
Date: 5/15/2018

Becker County





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

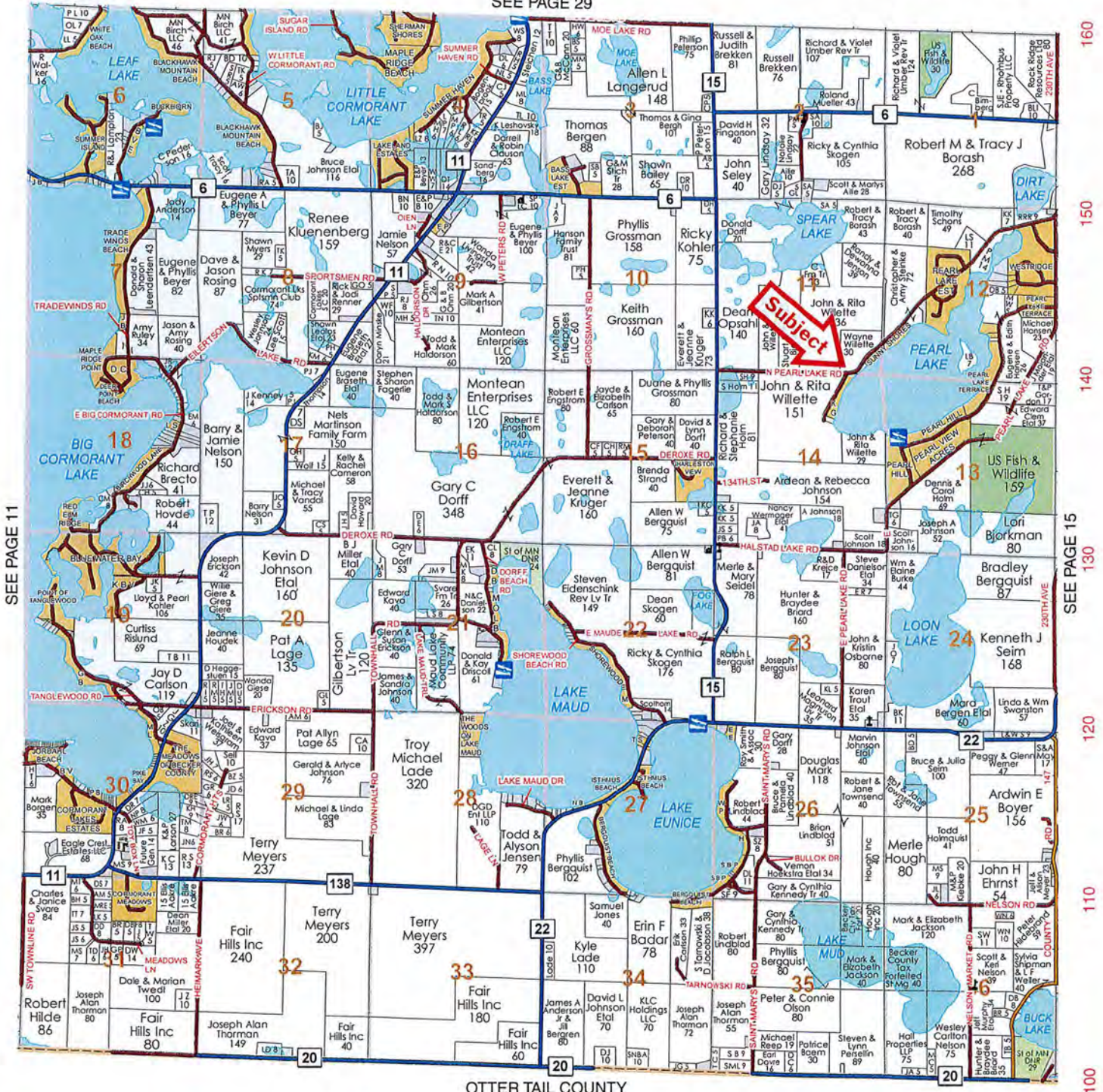


Lake Eunice

Township 138N - Range 42W

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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, June 14, 2018 @ 7:00 P.M.

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

APPLICANT: Sandra & David Taves Trust
25159 Co Hwy 6
Detroit Lakes, MN 56501

Project Location: Co Hwy 6 Detroit Lakes

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to construct a detached garage, to be located at eighty (80) feet from the centerline of a county highway, deviating from the required setback of ninety-five (95) feet from the centerline for a county highway, due to setback issues.

LEGAL LAND DESCRIPTION: Tax ID number: 190049001 Detroit Lake
E1/2 OF SW1/4 W OF CREEK; Section 04, TWP 138, Range 41, Lake View 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	

David R & Sandra J Taves Trust

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

First name(s) _____ Last Name Taves
Mailing Address 25159 County Hwy 6 City, State, Zip Detroit Lakes MN 56501
Phone Number 218-841-2999 Project Address: 25159 County Hwy 6
Parcel number(s) of property: 19.0049.001 Sect - Twp - Range: 04-138-041
Township Name: Lake View Legal Description: 78.00 Acres, Section 04
Township 138 Range 041 E 1/2 of SW 1/4 W of creek

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 to construct a 50x64 shed to be located at 74 ft from the center line of a County Hwy

We want to put the shop 20 feet closer to the road so semis have room to turn around. There would be an office, break room and bathroom for employees that needs to be close. It is high ground so there won't be any water issues like other places on the farm.

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) _____ feet
_____ Lot Line Proposed Distance (setback) _____ feet
☒ Road Right of Way (ROW) Proposed Distance (setback) 74 feet
Type of Road [] Township [County] State From center line
_____ 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? NA - New bldg

What is the proposed addition square footage? 3200

What is the current height of the structure? NA - New

What is the proposed height of the structure? 22.00'

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? N/A

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

What is the current percentage of lot coverage? 5% 3.71%

What is the proposed percentage of lot coverage? 5% 3.71%



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. (\$426.00 if Commercial). If in Cormorant Township add \$25.00 surcharge to the filing fee. **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?
It will be matching the existing buildings.
- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes (☒) No () Why or why not?
A nice looking building that is an asset to the property
- 3) In your opinion, does the proposal put property to use in a reasonable manner?
Yes (☒) No () Why or why not?
It will be matching the existing buildings.
- 4) In your opinion, are there circumstances unique to the property?
Yes () No (☒) Why or why not?
Everything is pole barn and there are already existing building at the 74' set back.
- 5) In your opinion, will the variance maintain the essential character of the locality?
Yes (☒) No () Why or why not?
It will be matching the existing buildings.

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: Andrea Taves Date: 5-11-2018

(Office Use)

Date Received 5/11/18 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

Website: www.co.becker.mn.us Email: zoning@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 _____
190049001 25159 County Hwy 6 Range 041 E 1/2 of SW 1/4 of Creek Section 04 Township 138

Lake/River Name	Lake/River Class	Township Name	Section	TWP No.	Range
		<u>Lake View</u>	<u>04</u>	<u>138</u>	<u>041</u>

Property Owner	Last Name	First Name	Mailing Address	Phone
<u>David R & Sondra J Toves Trust</u>			<u>25159 County Hwy 6</u>	<u>218-841-2999</u>

Contractor Name Lic # _____

Proposed Project (Check those that apply)

<input type="checkbox"/> New Dwelling	<input type="checkbox"/> Addition to Dwelling	<input type="checkbox"/> Replacement Dwelling*	<input type="checkbox"/> Mobile/Manfac. Home
<input type="checkbox"/> Attached Garage	<input type="checkbox"/> Detached Garage	<input checked="" 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 _____

RECEIVED
MAY 11 2018
ZONING

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

If New/Proposed: Proposed Septic Contractor: _____ Contractor Phone Number: _____

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 (within 1000ft) ☒ () Riparian (on water) ☒ Non Riparian Non Shoreland ☒

Lot Area _____ sq ft or 78 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		

Example: Patio 10 x 12 120

DRIVEWAY

<u>Existing structures</u>					<u>123,000 SF</u>
<u>New structure 50 x 64</u>					<u>3200</u>
Total Impervious Material					<u>4%</u>

See attached

Impervious Lot Coverage _____ ÷ _____ = _____ x 100 = 45.90%
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 require a silt fence or other means of stormwater management.

Characteristics of Proposed Dwelling/Dwelling Additions/Attached Garage/Decks		Cost of Project
() Dwelling ____ ft by ____ ft () Attached Garage ____ ft x ____ ft		\$ _____
Outside Dimension () Deck/Patio ____ ft x ____ ft () Addition to existing ____ ft x ____ ft		
Setback to Side Lot Lines ____ ft & Rear Lot Line ____ ft	Setback to Road Right of Way ____ ft	
Setback to Bluff _____	Type of road <u>Twshp/Public</u> / Co Hwy / State Hwy (Circle)	
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 _____	
Total No. Bedrooms _____	Maximum height proposed _____ # of Stories _____	
Roof Change () Yes () No	Basement () Yes () No Walkout Basement () Yes () No	

Characteristics of Proposed Non Dwelling/Non Dwelling Additions/Detached Garages/Storage Sheds		Cost of Project
() Garage ____ ft by ____ ft () Storage Shed <u>50</u> ft x <u>64</u> 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 Side Lot Lines <u>100+</u> ft & Rear Lot Line <u>1000+</u> ft	Setback to Road Right of Way <u>74</u> ft	\$ <u>70,000</u>
Setback to Bluff _____	Type of road <u>Twshp/Public</u> / <u>Co Hwy</u> / State Hwy (Circle)	
Setback to Wetland _____	Is wetland protected () Yes () No	
Setback to OHW (straight horizontal distance) <u>600+</u>	Elevation above OHW (Straight vertical distance) _____	
Setback to septic tank <u>proposed New</u>	Setback to drainfield <u>proposed New</u>	
Roof Change () Yes () No	Maximum height proposed <u>22</u> # of Stories <u>1</u>	
Bathroom proposed (X) Yes () 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 \$
() 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 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.

Sandra Tones
Signature

5-11-2018
Date

North

County Hwy 6

74' sidewalk

90' sidewalk

40x20

50x100

74' sidewalk

Proposed

New Building

6' sidewalk

200x60

76x400

60x250

76x400

209x149

1000'



South

$$78AC = 3,397,680 \text{ sq ft}$$

Bldgs	3,200
	800
	38,400
	30,400
	30,400
	15,300
	2,800
	2,000
	12,000
	500
	120
	240

Proposed 50x64	3,200
	<u>126,040</u>

Coverage : 3.7190

SITE PERMIT - FOR OFFICE USE ONLY: PID Number 19.0049.001 YEAR 2018

Date application received 5/11/18 Received By: TS Assigned To: Jeff

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

Footings 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 Proposed 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: 270 + Cormorant Surcharge _____ + Fines _____ = Total Fees 270

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: _____

562853

No delinquent taxes and transfer entered
this 2nd day of Oct, 2008
Ryan L. Tangen
Becker County Auditor/Treasurer
By JB Deputy
19-0049 001

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 562853

October 2, 2008 at 2:02 PM

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

Darlene Maneval, County Recorder
By SKS Deputy

BECKER COUNTY DEED TAX
AMT. PD. \$ 1.05
Receipt # 402155
Becker County Auditor/Treasurer

Multiple Individuals to Joint Trust

Minnesota

Deed No. 2

QUIT CLAIM DEED

(shall convey after-acquired title)

A

This Indenture effective the 1st day of October, 2008, from Grantor to Grantee:

1. **Definitions.** For the purpose of this Indenture:
 - a. "Grantor" shall collectively mean David R. Taves and Sandra J. Taves, husband and wife, whose mailing address is 25159 County Highway 6, Detroit Lakes, Minnesota 56501.
 - b. "Grantee" shall mean David R. Taves and Sandra J. Taves, collectively, as Trustee of the David R. Taves and Sandra J. Taves Revocable Living Trust under agreement dated October 1, 2008, whose mailing address is 25159 County Highway 6, Detroit Lakes, Minnesota 56501.
 - c. "Indenture" shall mean this quit claim deed between Grantor and Grantee.
 - d. "Property" shall mean the following described real estate, together with all improvements, hereditaments and appurtenances, in the County of Becker, in the State of Minnesota:

That part of the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-one (41) West, lying West of the following described line: Commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-one (41) West of the Fifth Principal Meridian in Becker County, Minnesota; thence South 87°33'03" West 317.99 feet on an assumed bearing along the North line of said Southwest Quarter (SW $\frac{1}{4}$) to the point of beginning of the line to be described; thence South 08°39'55" East 31.68 feet; thence South 25°14'32" East 56.70 feet; thence South 40°19'32" East 43.63 feet; thence South 52°42'16" East 59.91 feet; thence South 24°46'06"

chg
paid
well
non/std
extra

East 146.35 feet; thence South 06°07'55" West 120.17 feet; thence South 02°31'33" East 158.31 feet; thence South 23°08'11" East 137.95 feet; thence South 17°55'41" East 174.94 feet; thence South 10°54'54" East 140.86 feet; thence South 02°24'53" West 188.68 feet; thence South 00°33'51" West 301.09 feet; thence South 03°59'28" West 200.00 feet; thence South 00°34'46" East 200.73 feet; thence South 43°09'43" East to the West line of Government Lot Seven (7) of said Section Four (4); thence Southerly along the West line of said Government Lot Seven (7) to the Southwest corner of said Government Lot Seven (7) and said line there terminates.

2. **Consideration and Conveyance.** For a valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby conveys and quit claims the Property to Grantee.
3. **Minnesota State Deed Tax.** Minnesota State Deed Tax shall be due in the amount of One and 65/100 (\$1.65) Dollars.
4. **After-Acquired Title.** This Indenture shall convey all after-acquired title of the Grantor.
5. **Benefit.** This Indenture shall benefit, and shall be binding upon, the parties and their respective successors in interest.

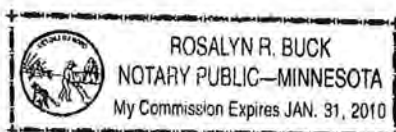
David R. Taves
David R. Taves, Grantor

Sandra J. Taves
Sandra J. Taves, Grantor

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

STATE OF MINNESOTA }
 }ss
COUNTY OF CLAY }

On this 1st day of October, 2008, before me personally appeared David R. Taves and Sandra J. Taves, husband and wife, known to me to be the persons who are described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Rosalyn R. Buck
Notary Public

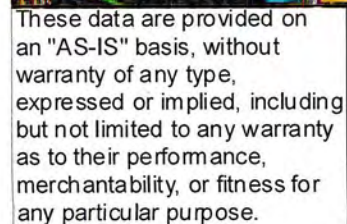
1-31-2010

THIS INSTRUMENT WAS DRAFTED
WITHOUT OPINION BY:

To, William L. Guy III
Vogel Law Firm
215 30th Street North
P.O. Box 1077
Moorhead, Minnesota 56561-1077
(218) 236-6462
WLG-37283.08000 (RLW:lr)
685161.1

REAL ESTATE TAX STATEMENTS TO:

David R. Taves and Sandra J. Taves RLT
c/o David R. Taves and Sandra J. Taves,
Trustee
25159 County Highway 6
Detroit Lakes, MN 56501



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

Becker County



Your Community Full Service Bank



comdevbank.com



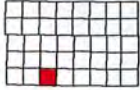
Community
Development Bank
FSB

Phone: 218-983-3241 • Fax: 218-983-3243

516 Main Street

Ogema, MN 56569

Construction Loans • Lot Purchase
Ag Loans • Commercial Loans
Home Finance

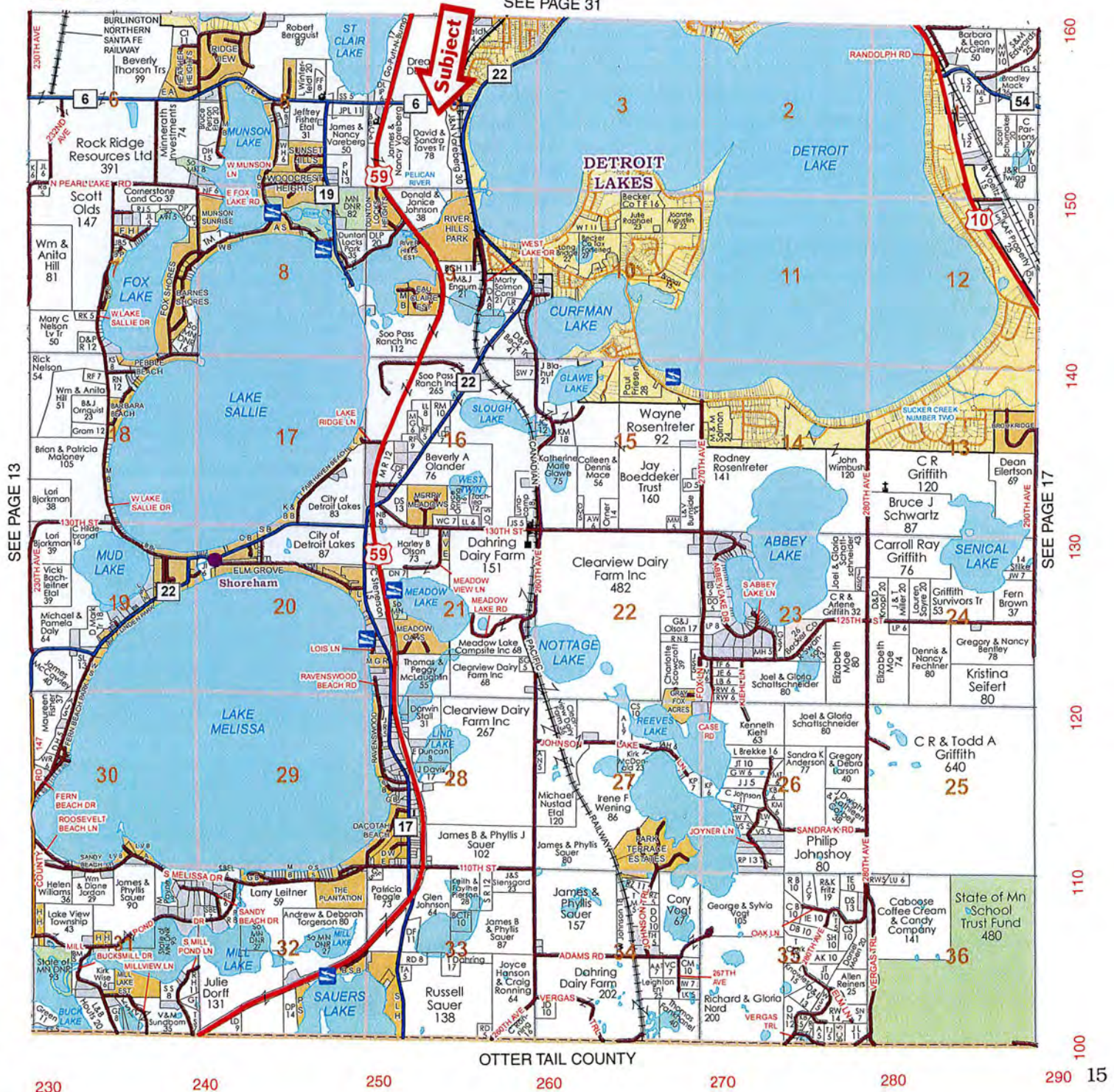


Lake View

Township 138N - Range 41W

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SEE PAGE 31





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, June 14, 2018 @ 7:00 P.M.

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

APPLICANT: Roger Saba

40340 Little Toad Lk Rd
Frazee, MN 56544

Project Location: 40340 Little Toad Lk Rd

APPLICATION AND DESCRIPTION OF PROJECT:

Request for an after the fact variance to construct a deck to be located at zero (0) feet from the side property line, deviating from the required setback of eight (8) feet from the side property line, due to setback issues.

LEGAL LAND DESCRIPTION: Tax ID number: 150232000 Little Toad Lake

24-139-39 PT GOVT LOTS 1 & 2: BEG NELY COR LOT 1 GORANSON BCH TH SWLY 219.98', TH E 280', NELY 231.21', TH W 232.99', NWLY 62.95', TH W 384.62' TO LITTLE TOAD LK, SELY AL LK 62.40', TH E 260.22' TO POB REF: 15.0235.000 & 15.0238.000 IN 2010; Section 24, TWP 139, Range 39, Height of Land 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) Roger Last Name SABA
Mailing Address 40340 Little Toad Rd City, State, Zip Frazee MN 56544
Phone Number 612 414 7469 Project Address: 40340 L. Toad Rd
Parcel number(s) of property: 150232000 Sect - Twp - Range: 24-139-039
Township Name: Height of Land 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:

Deck Built in 2003 encroaches Property line - Deck is 12 ft x 20
Requesting to move Deck Back 4 ft from side property line

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) _____ feet
☒ Lot Line Proposed Distance (setback) 0 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? 12 x 20

What is the proposed addition square footage? Reduction 240

What is the current height of the structure? 2 ft

What is the proposed height of the structure? 2 ft

Is there a basement to the structure? No

Will the proposed addition have a basement? _____

Will the roofline of the existing structure be changed? _____

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

What is the current percentage of lot coverage? ?

What is the proposed percentage of lot coverage? _____

Rec'd 5/11/18

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 (X) No () Why or why not?
Side Set Backs are needed to keep from crowding etc.
There is no structures within 100 ft
- 2) In your opinion, is the Variance consistent with the Becker County Comprehensive Plan?
Yes (X) No () Why or why not?
Based on Neighbor Variances Yes
- 3) In your opinion, does the proposal put property to use in a reasonable manner?
Yes (X) No () Why or why not?
Been like it is since 2003 -
- 4) In your opinion, are there circumstances unique to the property?
Yes () No (X) Why or why not?
- 5) In your opinion, will the variance maintain the essential character of the locality?
Yes (X) No () Why or why not?
We've been here since 1968. The dock as is increased
The character of the 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: Rg / Sh Date: 14 MAY 18

(Office Use)

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

Zoning Administrator

Characteristics of Proposed Dwelling/Dwelling Additions/Attached Garage/Decks

Cost of Project

() Dwelling ____ ft by ____ ft () Attached Garage ____ ft x ____ ft

\$ 1000.00* Outside Dimension () Deck/Patio 12 ft x 20 ft () Addition to existing ____ ft x ____ ft* Setback to Side Lot Line 0 ft & Rear Lot Line ____ ftSetback to Road Right of Way 100+ ftSetback to Bluff NA

Type of road ____

Setback to Wetland NA

Is wetland protected () Yes () No

Setback to OHW (straight horizontal distance) 100+

Elevation above OHW (Straight vertical distance) ____

Setback to septic tank 10+Setback to drainfield 20+

Total No. Bedrooms ____

Maximum height proposed NA # of Stories NA

Roof Change () Yes () No

Basement () Yes () No Walkout Basement () Yes () No

12x20x10
\$ 2400
US**Characteristics of Proposed Non Dwelling/Non Dwelling Additions/Detached Garages/Storage Sheds**

() Garage ____ ft by ____ 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

Cost of Project

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 () 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 \$ ____

() 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.

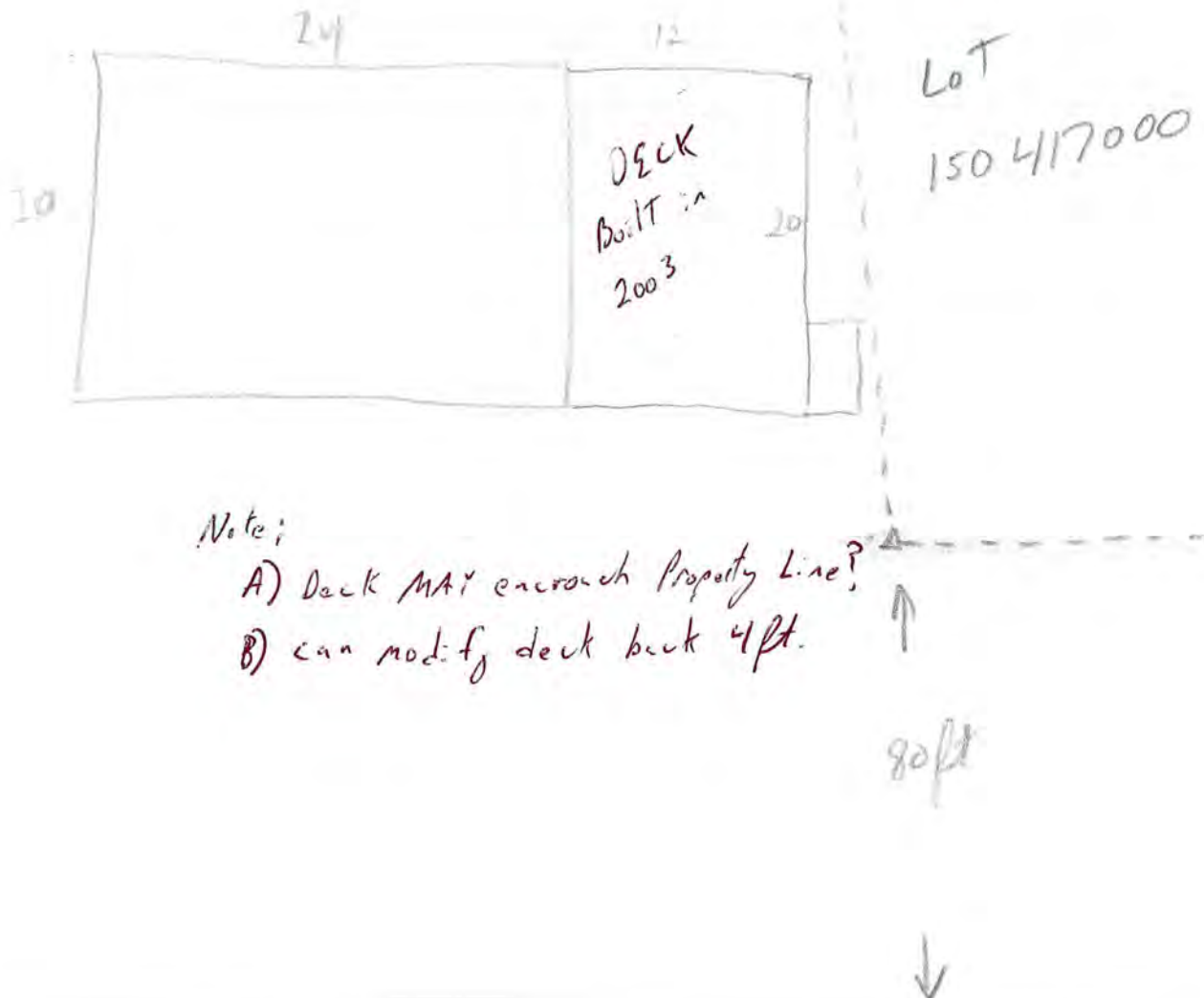
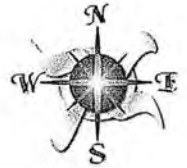
I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. I also understand that, once issued, a permit is valid for a period of one (1) year from the date of issuance and that Planning and Zoning Staff may visit 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.

Ra J S Loh
Signature17 May 18
Date

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. 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.



Remember EROSION CONTROL!

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

SITE PERMIT - FOR OFFICE USE ONLY: PID Number 15.0232.000 YEAR 2018

Date application received 5/11/18 Received By: _____ Assigned To: _____

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

Footings 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: After the fact

Application Fee: \$50 + Cormorant Surcharge _____ + Fines _____ = Total Fees \$50

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: _____

527392

BECKER COUNTY RECORDER-STATE OF MN

Document No. 527392

Date AUG 15 2005 9:15 AM

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

Shirley Mameval

County Recorder by Ejm Deputy

No delinquent taxes and transfer entered this 15 day of Aug, 2005

Keith A. Boken
County Auditor, Becker Co.

By DeCura Deputy

15.0238.000

15.0232.000

15.0235.000

QUIT CLAIM DEED

Individual to Individual

Form No. 27-M

STATE DEED TAX HEREON: \$ 1.65

Date: August 11th, 2005

RECEIPT # 311937

BECKER COUNTY

DEED TAX

AMT. PD. \$ 1.65

BECKER COUNTY TREASURER

FOR VALUABLE CONSIDERATION, Dallas I. Saba, a widow and not remarried

, Grantor

(marital status)

hereby conveys and quitclaims to Roger Saba

, Grantee,

real property in Becker County, Minnesota, described as follows:

A parcel of land in Government Lot One (1), SECTION 24, TOWNSHIP 139 NORTH OF RANGE 39 WEST OF THE FIFTH PRINCIPAL MERIDIAN said parcel of land being described as follows:

Beginning at the Northwest Corner of Gov't. Lot 2, Section 24, Township 139 North of Range 39, West, as established on the survey and plat of Goranson's Beach, now of record and of file in the office of the Register of Deeds in and for Becker County, Minnesota; thence Easterly on and along the boundary line separating Gov't. Lot 1 and Gov't. Lot 2, Section, Township and Range aforesaid, a distance of 322.4 feet; thence North 18° 46' West to a point which is 60 feet Northerly of the said boundary line between Gov't. Lot 1 and Gov't. Lot 2 at right angles; thence Westerly on a line parallel with the said boundary line between Gov't. Lot 1 and Gov't. Lot 2 to the water's edge of Little Toad Lake; thence Southwesterly on and along the water's edge to the said boundary line between Gov't. Lot 1 and Gov't. Lot 2, if extended to the water's edge; thence Easterly 33 feet, more or less, to the point of beginning, being a parcel of ground 60 feet in width Northerly and Southerly and 356 feet, more or less, Easterly and Westerly abutting to the shore line of Little Toad Lake.

AND

Hunt Karlson Law

chg
paid 460
well
non/std
extra

A parcel of land in Government Lot Two (2), SECTION 24,
TOWNSHIP 139 NORTH OF RANGE 39 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
said parcel described as follows:

15-232

Beginning at the Northwest Corner of Lot 1 of Goranson Beach according to certified plat thereof on file in the office of the Register of Deeds, Becker County, Minnesota, thence East 265 feet on and along the North line of said Lot 1 to the Northeast Corner of said Lot, thence South 18° 46' East along the Easterly line of said Goranson Beach a distance of 220 feet; thence East 140 feet on a line parallel with the North line of Gov't. Lot 2; thence Northwesterly on and along a line parallel to and 140 feet distant from the Easterly boundary line of said Goranson Beach to the Northerly line of Gov't. Lot 2; thence West along the North line of said Gov't. Lot 2 to the shore line of Little Toad Lake; thence Southeasterly along said shore line to the place of beginning, and there terminating.

AND

That part of Government Lot Two (2) in Section Twenty-four (24), Township One Hundred Thirty-nine (139) North, Range Thirty-nine (39) West of the Fifth Principal Meridian, Becker County, Minnesota, described as follows:

15-235

Commencing at the Northwest Corner of said Government Lot 2; thence on an assumed bearing of North 88 degrees 29 minutes East 555.34 feet along the North line of said Government Lot 2, to the place of beginning of the tract to be described; thence South 08 degrees 47 minutes East 231.06 feet; thence South 88 degrees 29 minutes West 140.00 feet; thence North 18 degrees 46 minutes West 240.00 feet to the North line of said Government Lot 2; thence North 88 degrees 29 minutes East 181.94 feet to the place of beginning.

RESERVING A LIFE ESTATE TO THE GRANTOR IN AND TO THE ABOVE DESCRIBED PROPERTY.

together with all hereditaments and appurtenances belonging thereto.

Dallas Saba
Dallas I. Saba

AFFIX DEED TAX STAMP HERE

STATE OF MINNESOTA)
) ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 11th day of August, 2005, by Dallas I. Saba, a widow and not remarried, Grantor.

Notarial Stamp or Seal
(or other title or rank)



Julie I. Jernberg
Signature of person taking acknowledgment

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:
Julie I. Jernberg
HUNT & SINCLAIR
910 Lincoln Avenue
P.O. Box 743
Detroit Lakes, MN 56501

No Change

The total consideration for this transfer is less than \$500.00.

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

PIN: 15.0232.000

BILL NUMBER: 1214134

LENDER:

OWNER NAME: SABA ROGER & C/O DALLAS I SABA

40340 LITTLE TOAD LK RD

FRAZEE MN 56544

TAXPAYER(S):

C/O DALLAS I SABA

ROGER SABA

40340 LITTLE TOAD LK RD

FRAZEE MN 56544

\$\$\$

REFUND?

You may be eligible

for a refund of your taxes

if you are eligible for a special refund.

File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.

Use these amounts on Form M1PR to see if you are eligible for a special refund.

Property taxes before credits

Credits that reduce property taxes

5. Property taxes after credits

6. BECKER COUNTY

7. HEIGHT OF LAND

8. State General Tax

9. SCHOOL DISTRICT 0023

10. Special Taxing Districts

11. Non-school voter approved referenda levies

12. Total property tax before special assessments

13. Special assessments

14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS

Acres: 222 Section 24 Township 139

Range: 030

24-139-39 PT GOVT LOTS 1 & 2 - BEG

Line 13 Mail

S-1010/15 SOLIC

Principal

Interest

2017

2018

2019

2020

2021

2022

2023

2024

2025

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2062

TAX STATEMENT

2018

2017 Values for taxes payable in

Step	VALUES AND CLASSIFICATION	
	2017	2018
1	Taxes Payable Year:	
	Estimated Market Value:	180,900 182,500
	Homesite Exclusion:	2,000 2,000
	Taxable Market Value:	159,900 161,700
	New Improvements:	
2	Excluded Exclusions:	
	Property Classification:	Res Hsld Res Hsld
Sent in March 2017		
PROPOSED TAX		
Sent in November 2017		
PROPERTY TAX STATEMENT		
3	First half taxes due 05/15/2018	\$744.00
	Second half taxes due 10/15/2018	\$744.00
	Total taxes due in 2018	\$1,488.00

Tax Credit for Your Property		2017	2018
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"/>	\$1,408.00
	2. Use these amounts on Form M1PR to see if you are eligible for a special refund.	\$1,486.00	\$1,408.00
Property Tax by Jurisdiction	3. Property taxes before credits	\$1,486.00	\$1,408.00
	4. Credits that reduce property taxes		
A. Agricultural and rural land credits		\$0.00	\$0.00
	B. Other credits	\$0.00	\$0.00
5. Property taxes after credits		\$1,486.00	\$1,408.00
	6. BECKER COUNTY	\$637.02	\$623.12
A. County		\$286.91	\$276.59
	7. HEIGHT OF LAND	\$0.00	\$0.00
8. State General Tax		\$102.64	\$0.00
	9. SCHOOL DISTRICT 0023	\$455.60	\$504.68
A. Voter approved levies		\$3.83	\$3.61
	B. Other local levies	\$0.00	\$0.00
10. Special Taxing Districts		\$0.00	\$0.00
	A. BC EDA	\$0.00	\$0.00
B. Others		\$0.00	\$0.00
	C. TIF	\$0.00	\$0.00
11. Non-school voter approved referenda levies		\$0.00	\$0.00
	12. Total property tax before special assessments	\$1,486.00	\$1,408.00
13. Special assessments		\$80.00	\$80.00
	14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$1,566.00	\$1,488.00
Tax Amount Paid			\$0.00

2nd Half Payment Stub - Payable 2018

Detach and return this stub with your 2nd half payment.

To avoid penalty, pay on or before October 15, 2018.

PIN: 15.0232.000

AIN:

BILL NUMBER: 1214134

TAXPAYER(S):

C/O DALLAS I SABA

ROGER SABA

40340 LITTLE TOAD LK RD

FRAZEE MN 56544

Paid By:

MAKE CHECKS PAYABLE TO:

Becker County

Auditor-Treasurer Office

915 Lake Avenue

Detroit Lakes, MN 56501

Total Property Tax for 2018

2nd Half Tax Amount

Penalty, Interest, Fee Amount

Amount Paid

2nd Half Total Amount Due

Balance Good Through

10/15/2018

Res Hsld

\$1,488.00

\$744.00

\$0.00

\$0.00

\$744.00

10/15/2018

Res Hsld

\$1,488.00

\$744.00

\$0.00

\$0.00

\$744.00

10/15/2018

Res Hsld

\$1,488.00

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10/15/2018

Res Hsld

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\$744.00

10/15/2018

Res Hsld

\$1,488.00

\$744.00

\$0.00

\$0.00

\$74



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.

1:1,498

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

Date: 5/18/2018

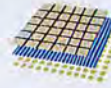
Becker County



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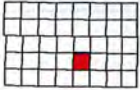
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Height of Land (S)

Township 139N - Range 39W

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