

**Becker County Planning Commission
February 14th, 2017**

Members Present: Chairman Jim Bruflodt, Vice Chairman John Lien, Harry Johnston, County Commissioner Larry Knutson, Mary Seaberg, Jeff Moritz, Jim Kovala, Ray Thorkildson, Jim Kaiser, Mary Seaworth, Bob Merit, Planning and Zoning Supervisor Dylan Ramstad Skoyles and Planning and Zoning Technician Jeff Rusness.

Chairman Jim Bruflodt called the Planning Commission meeting to order at 7:00 pm. Planning and Zoning Technician Jeff Rusness recorded minutes. Intros were given.

Chairman Jim Bruflodt explained the protocol for the meeting and stated that the recommendations of the Planning Commission would be forwarded to the County Board of Commissioners for final action on February 21st, 2017.

Jim Kovala made a motion to approve the minutes for January 10th, 2017. Bob Merit seconded. The motion passed.

Old Business: None

New Business:

1. **FIRST ORDER OF BUSINESS: APPLICANT: Bruce Thompson** 1008 5th street Fargo, ND 58102 **Project Location:** 31350 Wilkinson Lane **LEGAL LAND DESCRIPTION:** 10-142-040 PT GOVT LOT 3: BEG NW COR TH E 250', S 300', W TO WHITE EARTH LK, NELY AL LK TO POB REF: 20.0256.000 IN 2012 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use permit to install a retaining wall built around lake house to control drainage into lake.

Dylan Ramstad Skoyles introduced the application

Bruce Thompson explained that they had bought a lake home property on White Earth Lake, it had some drainage issues and shoreland issues, then went through SWCD and went through a plan for the drainage issues. They went through a design with Larry muff and installed a wall to control drainage.

Ron Christianson explained that although the wall is built well he does not believe Thompson needs the retaining wall, explained that he sent out an extensive letter explaining why. He explained that he had talked to previous owners of the property and they said there was no erosion previous to wall being built, and also replied about the boat house and I quote "it was a shit boathouse."

Jim Kaiser asked what was it before the wall? Was there enough room to build a swale?

Bruce Thompson explained that they tried a vegetation buffer and did not seem to work.

John Lien stated it was about a 50ft wall and that he didn't think it was really necessary.

Robert Merit asked what the drainage problem was.

Bruce Thompson stated that it was very muddy around the lake home.

Robert Merit asked why the wall was needed, if Thompson could have taken care of it with vegetation buffer, and was not recommended in the design from SWCD

Bruce Thompson stated they tried a vegetation buffer and did not seem to work, but would take the wall down and put in a rock bed if they had to.

Harry Johnston stated that he was there and that it appeared to be a holding wall and nice looking retaining wall "maybe" designed by a professional. Only problem is in the shore impact zone, other than that nothing wrong.

Jeff Muritz thought it could be removed and replanted. There was a lot more alternatives if they worked with SWCD.

James Kovola asked when the deck was put on.

Bruce Thompson stated there was a new well put in and new windows, he didn't know when the deck was put on added steps and a little bunk house and we have steps to a dock. The wall is designed to keep mud out of the keep and to keep the property dry

Jim Bruflodt asked about the wall height

Larry Knutson stated that the wall is on the east side of building

Jim Bruflodt asked if the snow had an effect on the board's decisions

Mary Seaworth stated that she was concerned about the snow cover, was everything seen as far as the wall and boathouse and also all in the shore impact zone.

Larry Knutson stated that he was in violation

Harry Johnston stated that they had seen what we had to out there

John Lien didn't think they needed to table

Bruce Thompson let's not, let's get the decision today

Jim Kaiser if it was not a after the fact would he get the wall?

Jim Brufflodt said no

MOTION: Bob Merit made a motion to DENY the request for a Conditional Use Permit to install a substation to install a retaining wall built around lake house to control drainage into lake. Because no erosion control and no problems before it was constructed, was not needed was not designed by a professional if the soil and water would have seen a problem they would have worked with him

Jeff Moritz seconded the motion. All in favor except Mary Seaworth. Motion carried.

2. SECOND ORDER OF BUSINESS: APPLICANT: Bruce Thompson 1008 5th street Fargo, ND 58102 Project Location: 31350 Wilkinson Lane LEGAL LAND DESCRIPTION: 10-142-040 PT GOVT LOT 3: BEG NW COR TH E 250', S 300', W TO WHITE EARTH LK, NELY AL LK TO POB REF: 20.0256.000 IN 2012 APPLICATION AND DESCRIPTION OF PROJECT: Request a Conditional Use permit to rent property occasionally.

Dylan Ramstad Skoyles explained the application

Bruce Thompson explained they have younger kids and want to be able to rent out the property had only rented it about 40 days last year. They want to be good stewards of the lake. He explained they have signs that say please do not run or walk on the road that has been put out by their neighbors.

Jim Kaiser asked when the sleeping quarters were put in the boat house

Bruce Thompson explained the previous couple used it as a study

Jim Kaiser asked if there was electricity when they bought it

Harry Johnston asked if this should be two separate issues

Jim Brufflodt stated he had no problem renting, the problem he had is the boathouse, just because it was not a boathouse before.

Jim Kaiser asked how close the boat house was to the neighbor's lot

Bruce Thompson stated it was very close

Bruce Thompson stated it was used as an old man's man cave, it has sliding doors like a barn

139 Larry Knutson asked why Mr. Thompson what there
140
141 Bruce Thompson because of complaints of neighbors
142
143 Arden Niemi stated they had issues with a lot of traffic, 4x4's, motorcycles, we are
144 concerned with liability's enhanced with more traffic, we told them to be quiet because of
145 the noise and they cussed and swore at us, he disputed the grandma and grandpa renting
146 and 40 days would be the least amount that was rented out
147
148 Jim Kaiser asked if there was an easement there
149
150 Arden Niemi stated there was
151
152 Ron Christianson Thompson said it was not being used is wrong previous owner used it
153 as a study or informal office. This is a private drive have to go through Niemi's yard. It
154 is quite an inconvenience and a liability
155
156 Julia Miller stated she knew the previous owner, and that bring rentals don't care about
157 the lake and its environment. She is concerned for the loons, renters don't know about the
158 wildlife, that's why we have resorts.
159
160 Jim Bruflodt asked about the letters Dylan read several letters then summarized the
161 remaining letters
162
163 Harry Johnston asked about Wilkerson lane, is it a private road and would Thompson
164 have legal access, and what is the legal action
165
166 Dylan Ramstad Skoyles they have easement and it is a road
167
168 Jeff Moritz stated renters are the problem, and there is no rental agreement, business plan.
169 Also hearing the neighbors complain but nothing about authorities being called
170
171 Jim Bruflodt stated he grew up on the lake, always fear of disrespect, just the way it is
172 nowadays. And he has a problem with the boathouse being living quarters, being in the
173 shore impact zone
174
175 Jim Kovala stated he felt it is a hazard, never issued a C.U.P on any lake
176
177 Mary Seaworth thought the easement has been in effect, and though they would consider,
178 should have some respect for everyone who shares the road
179
180 John Lien stated he was concerned about the driveway, unreasonable to use as rental
181
182 Harry Johnston asked about the possibility of creating another driveway
183

Bruce Thompson said they would like to but it would be hard, they would have to buy wetland.

Jeff Moritz agreed with having a problem with boathouse altogether does not belong anymore.

RAY THORKALSON stated he had a problem with the whole thing.

MOTION: Ray Thorkildson made a motion to deny the request Conditional Use permit to rent property occasionally. Due to the following reasons:

1. **Affect on surrounding property.** That the conditional use will not harm the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.

Renting of the property could affect the surrounding property depending on the number of people who use the property at a time. The ad on VRBO states that the property sleeps 13 that could have the potential to create a situation that affects the neighbors with that many people driving down the road or using the lake especially considering how close the neighbor is to his property and how the driveway is situated. This office has certainly received complaints claiming that this activity affects them.

2. **Affect on orderly, consistent development.** That establishing the conditional use will not impede the normal, orderly development and improvement of surrounding vacant property for uses predominant in the area.

Renting of the property will not affect orderly development.

3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

The needed facilities are present at this location. Are office has certainly received complaints that indicate that the road may not be adequate for the traffic but we have no way to verify that at this time.

4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

As stated above depending on the number of people and type of vehicles associated with the renters there is the potential for the parking available to not be adequate. Staff has found that the parking space is small and that if there are a large amount of vehicles they might have some issue parking.

- 220 5. **Not a nuisance.** That adequate measures have been or will be taken to prevent or
221 control offensive odor, fumes, dust, noise and vibration, so none of these will
222 constitute a nuisance, and to control lighted signs and other lights so that no
223 disturbance to neighboring properties will result.

224 Is a nuisance per neighbors' complaints.

- 225 6. **Additional criteria for shoreland areas.** In Shoreland areas, it shall be found
226 that adequate measures have been or will be taken to assure that:

- 227 a. **Pollution.** Soil erosion or other possible pollution of public waters will be
228 prevented, both during and after construction;

229 Renting in of itself should not increase the pollution on the
230 property assuming the septic system is compliant and working and
231 the renters to not leave their garbage out.

- 232 b. **View from public waters.** That the visibility of structures and other
233 facilities as viewed from public waters will be limited;

234 Renting of the property should not change the view from the public
235 water.

- 236 c. **Adequate utilities.** That the site is adequate for water supply and on-site
237 sewage treatment; and

238 The renting of the property and additional bedrooms in the bunk
239 house would result in the possibility of too many people for the
240 size of system.

- 241 d. **Watercraft.** That the types, uses, and number of watercrafts that the
242 project will generate can be safely accommodated.

243 The renting of the property and additional bedrooms in the bunk
244 house bring into question how the number of watercraft can be
245 accommodated on this property.
246

247 **Bob Merit seconded the motion. All in favor except Mary Seaworth and Jim Kovala.**
248 **Motion carried.**
249

- 250 3. **THIRD ORDER OF BUSINESS: APPLICANT: Kyle Hertell 15563 490th**
251 **Ave Menahga, MN 56464 Project Location: 15563 490th Ave Menahga, MN**
252 **56464 LEGAL LAND DESCRIPTION: Section 04 Township 138 Range 037**
253 **W1/2 OF NW1/4 APPLICATION AND DESCRIPTION OF PROJECT:**
254 **Request a Conditional Use Permit to open a gunshop with gunsmithing and a fire**
255 **arms manufacturing shop.**

256
257 Dylan Ramstad Skoyles Explained the application
258
259 Jim Buflodt asked Mr. Hertell to explain gun manufacturing
260
261 Kyle Hertell stated it was getting guns functional and also turning out magazines
262 and trigger mechanisms
263
264 Larry Knutson asked if he needed to shoot the guns
265
266 Kyle Hertell stated he had a test firing field and a mound
267
268 Larry Knutson asked the direction he shoots
269
270 Kyle Hertell explained he shot north
271
272 Larry Knutson asked if he lived there
273
274 Kyle Hertell said yes and he is rebuilding the mobile homes
275
276 Bob Merit asked if he plans on having a shooting range
277
278 Kyle Hertell stated just a private shooting range
279
280 Jim Kaiser asked if people will bring guns out to the house
281
282 Kyle Hertell said yes
283
284 Jim Bruflodt questioned on the signs
285
286 Kyle Hertell explained the signs are about the gun business, there are three of
287 them.
288
289 John Lien looks like plenty of property, and he does not see a problem
290
291 Larry Knutson was concerned is the shooting times
292
293 Kyle Hertell asked about 9-5 shooting times that would be business hours
294
295 Jim Kaider asked about mornings
296
297 Kyle Hertell said evenings were better
298
299 Jim Bruflodt suggested 1-5 pm
300
301 Kyle Hertell suggested he could save trial shooting for the weekend

John Lien proposed 9-4

Kyle Hertell agreed

MOTION: John Lien made a motion to approve the request for a Conditional Use Permit to open a gunshop with gunsmithing and fire arms manufacturing shop with the shooting times 9 A.M to 4 P.M.:

1. **Affect on surrounding property.** That the conditional use will not harm the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.

The sole act of opening a gunshop with gunsmithing and a firearms manufacturing shop will most likely not affect the property, but there is usually shooting associated with those activities and that could affect surrounding property. Mr. Hertell is proposing this project on an 80 acre parcel and depending on where he is planning on discharging those firearms those affects could be reduced or even eliminated. On the application he indicates he will be indoors and this would reduce the noise from the activity.

2. **Affect on orderly, consistent development.** That establishing the conditional use will not impede the normal, orderly development and improvement of surrounding vacant property for uses predominant in the area.

This application will not affect development as it is located in a predominantly agricultural area.

3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

The roads, drainage and other necessary facilities have been provided already.

4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Parking space is already provided by the applicant.

5. **Not a nuisance.** That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so none of these will constitute a nuisance, and to control lighted signs and other lights so that no disturbance to neighboring properties will result.

The work associated with this proposal will be located indoors and the area is rural with few residents in the area. Those residents are relatively

close to the property and there is a farm located very near the property line where the current structures are located. The tree buffer there is not very thick and would not provide any sound barrier.

Jim Kovala seconded the motion. All in favor. Motion carried.

Informational Meeting: The next informational meeting is scheduled for Wednesday, March 8th, 2017 at 8:00 am in the Third Floor Meeting Room of the Original Courthouse.

Since there was no further business to come before the Board, Jim Kovala made a motion to adjourn. Ray Thorkildson seconded. All in favor motion carried. The meeting adjourned.

Jim Bruflodt, Chairman

John Lien, Vice Chairman

ATTEST

Dylan Ramstad Skoyles



COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

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

TO: Members of the Planning Commission

FROM: Planning & Zoning Department

DATE: February 28th 2017

RE: Planning Commission Meeting

An informational meeting and tour has been scheduled for **Wednesday, March 8th, 2017, 8:00 am.** Please meet at the Planning & Zoning Department. If you cannot make the tour, please contact the office at 218-846-7314.

Thank you.



COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

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

Becker County Planning Commission Meeting

Tuesday March 13th ~ 7:00 P.M.

~ Tentative Agenda ~

I. Roll Call of Members

Minutes Approval for the February 14th, 2017 Meeting.

II. Old Business: None

III. New Business

1. **APPLICANT:** Jon Nettleton 13895 County Hwy 4 Lake Park, MN **Project Location:** 13895 County Hwy 4 Lake Park, MN **LEGAL LAND DESCRIPTION:** Section 21 Township 138 Range 043 PT LOT 4; BEG 714.64' N & 197.46' W OF SE COR SE1/4, TH W 1170.98' TO FENCE, N 637.97' AL FNC, E 650.74' AL FNC & SE AL RD 798.74' TO BEG; & PT LOT 3 LYING E OF CSAH #4 & S OF TWP TRACT LESS 1.02 AC & **PLAT APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use permit to sell flowers, vegetables and puppies.
2. **APPLICANT:** Singrid Lindsay 35046 Hwy 34 Ogema, MN 56569 **Project Location:** Cherry Lake Rd **LEGAL LAND DESCRIPTION:** Section 27 Township 142 Range 040 SW1/4; & NW1/4 SE1/4 EX 28.64 AC; PT NE1/4 SE1/4 S OF RD & 467' W OF SE COR AKA 6.09 AC; & S1/2 SE1/4 EX NE1/4 SE1/4 SE1/4 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use permit to build a wireless facility to include a 309 foot lattice tower, 10X14 foot equipment platform, and a 43X53 foot chain link fence.
3. **APPLICANT:** Mattson Bros INC 1635 E. Pento Lake Road Backus, MN 56435 **Project Location:** 12309 CO HWY 14 LAKE PARK **LEGAL LAND DESCRIPTION:** Section 05 Township 140 Range 043 FRAC NW1/4 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to build a wireless facility, to include a 259 foot self-supported lattice tower a 10X14 foot equipment platform and a 42X66 foot chain link fence.

IV. Other Business

- 1) **Tentative Date for Informational Meeting:**
Wednesday, March 8th, 2016; 8:00 am; Zoning Office
- 2) **Other Business**

V. Adjournment



COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

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

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

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

March 13, 2017 @7:00 PM

3rd Floor Jury Assembly Room New Addition-Becker County Courthouse
Detroit Lakes, MN. 56502

APPLICANT:

Jon Nettleton
13895 County Hwy. #4
Lake Park, MN 56554

Project Location: 13895 County Hwy 4 Lake Park, MN

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use permit to sell flowers, vegetables and puppies.

LEGAL LAND DESCRIPTION: Section 21 Township 138 Range 043 PT LOT 4; BEG 714.64' N & 197.46' W OF SE COR SE1/4, TH W 1170.98' TO FENCE, N 637.97' AL FNC, E 650.74' AL FNC & SE AL RD 798.74' TO BEG; & PT LOT 3 LYING E OF CSAH #4 & S OF TWP TRACT LESS 1.02 AC & PLAT

REFER TO BECKER COUNTY ZONING ORDINANCE

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, for possible rescheduling of the Hearing.**

CONDITIONAL USE PERMIT APPLICATION

What is a Conditional Use? A conditional use is a land use or development that would not be appropriate generally but may be allowed with appropriate controls upon a finding that certain conditions as detailed in the County Zoning Ordinance exist.

When is a Conditional Use Necessary? A conditional use is necessary when a landowner wishes to use his/her property in a way that may affect the public through increased use, appearance, hours of operation, lighting, environmental hazards, etc. Some examples of conditional uses are: non-residential storage buildings, home occupations, duplexes, etc.

Who decides if I will get a Conditional Use Permit? The decision is made by the Becker County Board of Commissioners, based on the recommendations of the Planning Commission. No conditional use shall be recommended by the Planning Commission or granted by the Board of County Commissioners unless the Commission or Board find:

- The conditional use will not harm the use and enjoyment of other property or diminish or impair values of immediate vicinity;
- The conditional use will not impede the normal, orderly development and improvement of surrounding vacant land;
- That adequate utilities, roadways, off-street parking and loading are provided;
- That adequate measures have been taken to prevent or control offensive odor, fumes, dust, noise, and vibrations, so none of these will constitute a nuisance;
- That soil erosion will be prevented;
- That visibility of structures and facilities as viewed from public waters will be limited.

When will my Conditional Use Permit be decided? The Planning Commission meets once a month to hear applications, with their recommendation forwarded to the County Board of Commissioners the following week for final action. Applications must be received by the Zoning Office one-month prior to the scheduled hearing date to be processed. A list of hearing dates and application cut off dates are enclosed.

What information is needed for a Conditional Use Permit?

A completed conditional use permit application consists of the following information:

- ✓ A completed application form with signatures of all owners and a brief description of the project, to include hours of operation, parking, business plan, erosion control measures, traffic control;
Example: Craft shop to be located in our garage, which is 24 ft by 24 ft. Shop will be open Friday through Sunday, 9:00 a.m. to 6:00 p.m. Employees will be family members only. Parking will be located on the one-acre open area North of the garage, which is 200 feet from the Township Road.
- ✓ A detailed site plan, drawn to scale on grid or graph paper, with existing structures, proposed projects, location of wells and septic systems, with all dimensions and distances shown; dimensions and distances for any impervious surface (example attached);
- ✓ Description of site location, such as a surveyed description of the site or general description such as 1000 ft. east & west in the southwest corner or a 500 foot strip parallel to the road.
- ✓ A copy of a Certificate of Compliance for the septic system or a site evaluation for the upgrading of the present system.
- ✓ Complete legal description of the property with parcel number and 911 address (legal description can be found on the abstract or obtained from the County Recorder's Office; parcel number can be found on the tax statement);
- ✓ Proof of ownership (tax statement or purchase agreement);
- ✓ Minimum application fee of \$326.00 for a Conditional Use in a Residential or Agricultural Zone; \$426.00 for a Conditional Use in a Commercial or Industrial Zone.



~ CONDITIONAL USE APPLICATION ~
BECKER COUNTY PLANNING & ZONING

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

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): Jon Last name: NETTLETON
Mailing Address: 13895 County Hwy. #4 City, State, Zip LAKE PARK
Phone Number(s): 218-790-1026 Project Address: 13895 County Hwy. #4
Parcel number(s) of property: See Attached taxes 2017 Sect - Twp - Range: _____

Township Name: _____ Legal Description: _____



REASON FOR CONDITIONAL USE REQUEST: To sell flowers, vegetables AND
puppies

The information provided for this document is truthful and accurate to the best of my knowledge. I understand that this statement is null and void if any of the above information is not supplied or is inaccurate.

[Signature]
SIGNATURE OF APPLICANT

2-3-17
DATE

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; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. If in Cormorant Township add \$25.00 surcharge to the filing fee (\$351.00). **Make check payable to Becker County Zoning.**

4. Is the conditional use permit request after the fact? [] Yes [X] No
If yes, after the fact application fee is an additional \$600.00.

Office Use Only

This application is hereby (accepted) or (rejected) as presented.

SIGNATURE – ZONING ADMINISTRATOR

DATE

PARCEL	
APP	CUP
YEAR	

BUSINESS PLAN

Name of Business: PETALS AND PUPS

Owners of Business: Susan Johnson

Type of Business: Retail Sales Service Other

Type of Merchandise: FLOWERS + VEGGIES (plants) + PUPPIES

Type of Service: SALES

Hours of Operation: 8^{am} to 8^{pm} 7 days A WEEK

Number of Employees: 1 (me) - if business goes well, will hire part time employee

Off - street Parking Plan: HAVE APPROX. 1 ACRE for parking

Size of Structure to be used for Business: 20'x48'

New Structure: 20'x48' Greenhouse Existing Structure: _____

Signage Plan: 1 Sign located at driveway

Exterior Lighting Plan: NO lighted sign (flower)

Environmental Hazards: NONE - dog excrement in Gardens + woods

Other Comments: _____

- Hoping to have greenhouse sales few months a year
- Puppies sales thru out the year
- Not Kenneling OR doing ANY doggy care except for our own.

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

1. **Affect on surrounding property.** That the conditional use will not harm the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.

NONE

2. **Affect on orderly, consistent development.** That establishing the conditional use will not impede the normal, orderly development and improvement of surrounding vacant property for uses predominant in the area.

NONE

3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

YES

4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

YES - 1 ACRE

5. **Not a nuisance.** That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so none of these will constitute a nuisance, and to control lighted signs and other lights so that no disturbance to neighboring properties will result.

Does not apply

6. **Additional criteria for shoreland areas.** In Shoreland areas, it shall be found that adequate measures have been or will be taken to assure that:

- a. **Pollution.** Soil erosion or other possible pollution of public waters will be prevented, both during and after construction;

Does not apply

- b. **View from public waters.** That the visibility of structures and other facilities as viewed from public waters will be limited;

No view from Public Water

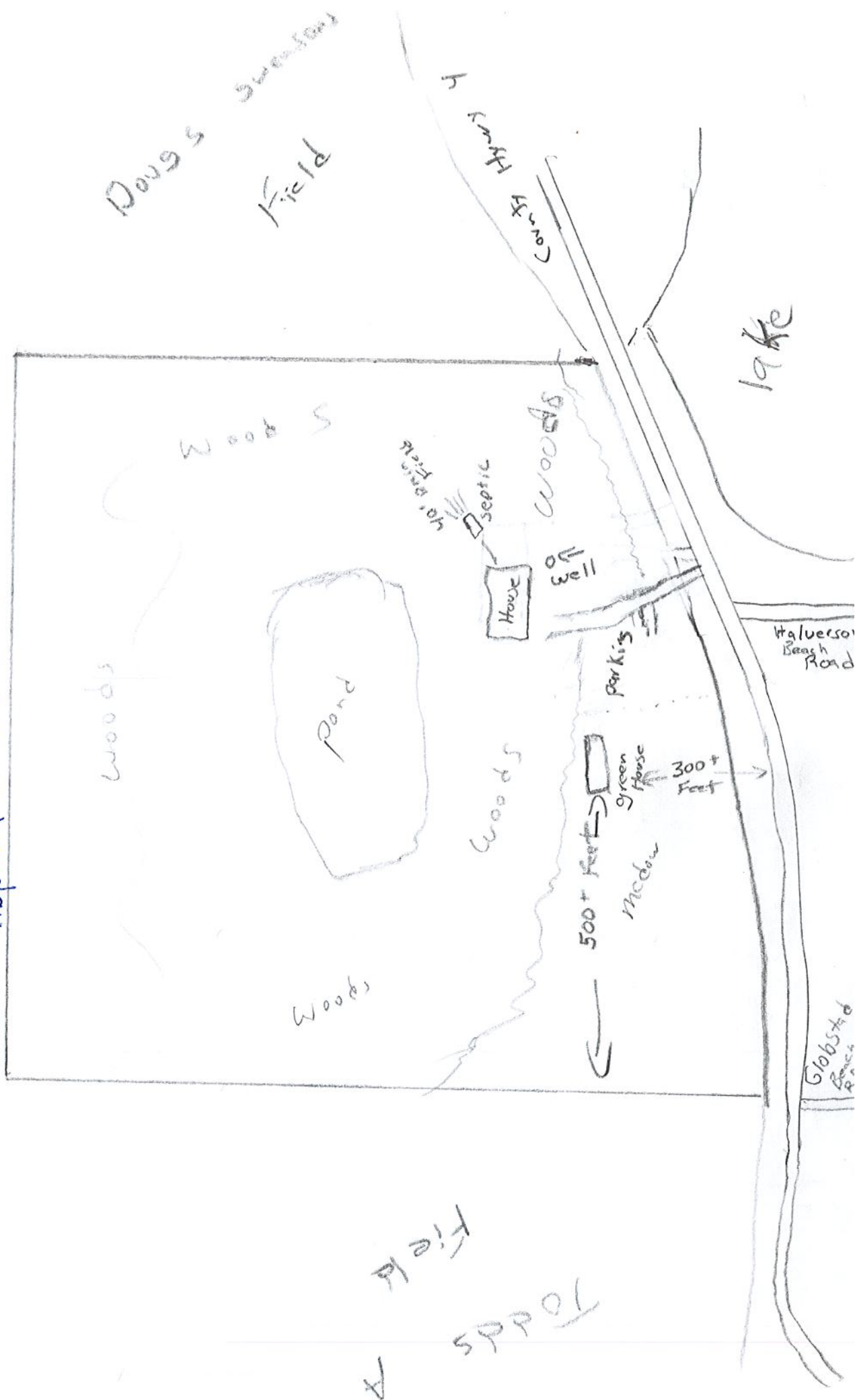
- c. **Adequate utilities.** That the site is adequate for water supply and on-site sewage treatment; and

YES

- d. **Watercraft.** That the types, uses, and number of watercrafts that the project will generate can be safely accommodated.

Does NOT apply

PROPERTY ON 13.5 ACRES





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

Taxpayer:

2135 1 AV 0.373

C 4
S 2135



JON NETTLETON
13895 COUNTY HIGHWAY 4
LAKE PARK MN 56554-9167



Property Information

Property ID:

06.0290.000

Property Address:

13895 CO HWY 4
LAKE PARK, MN 56554-9552

Legal Description:

Acres: 13.5 Section 21 Township 138 Range 043 PT LOT 4; BEG 714.64' N & 197.46' W OF SE COR SE1/4, TH W 1170.98' TO FENCE, N 637.97' AL FNC, E 650.74' AL FNC & SE AL RD 798.74' TO BEG; & PT LOT 3 LYING E OF CSAH #4 & S OF TWP TRACT LESS 1.02 AC & PLAT

PROPOSED TAXES 2017

THIS IS NOT A BILL. DO NOT PAY.

VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year	2016	2017
	Estimated Market Value	\$ 210,500	\$ 219,200
	Homestead Exclusion	N/A	N/A
	Other Exclusions/Deferrals	N/A	N/A
	Taxable Market Value	\$ 210,500	\$ 219,200
	Property Classification	Res Non-Hstd NH Rur Vac Land	Res Non-Hstd NH Rur Vac Land
Step 2	PROPOSED TAX		
	Proposed Tax	\$ 1,798.00	\$ 1,798.00
Step 3	PROPERTY TAX STATEMENT		
	Coming in 2017	TBD	
The time to provide feedback on PROPOSED LEVIES IS NOW It is too late to appeal your value without going to Tax Court.			

Proposed Property Taxes and Meetings by Jurisdiction for Your Property

Contact Information	Actual 2016	Proposed 2017	Meeting Information
BECKER COUNTY 915 LAKE AVE DETROIT LAKES MN 56501	\$ 813.62	\$ 875.06	BOARD ROOM COURTHOUSE 915 LAKE AVENUE DETROIT LAKES, MN 56501 218-846-7311 DECEMBER 8, 2016 6:01 PM
CORMORANT 12787 BRASETH BAY ROAD LAKE PARK MN 56554	\$ 240.38	\$ 244.33	BUDGET SET AT ANNUAL MEETING MARCH 2016
State General Tax			NO MEETING REQUIRED
SCHOOL DISTRICT 2889 INDEPENDENT SCHOOL DISTRICT 2889 PO BOX 479 LAKE PARK MN 56554-0479	Voter Approved Levy School \$ 337.19 \$ 355.32	\$ 316.35 \$ 308.30	HIGH SCHOOL MEDIA CENTER 611 VIGEN LANE LAKE PARK MN 56554 218-238-5914 DECEMBER 5, 2016 6:00 PM
Your school district was scheduled to hold a referendum at the November general election. If the referendum was approved by the voters, the school district's voter approved property tax for 2017 may be higher than the proposed amount shown on this notice.			
Special Taxing Districts	\$ 51.49	\$ 53.96	NO MEETING REQUIRED
Total excluding any special assessments			
	\$ 1,798.00	\$ 1,798.00	0.00 %

IMPORTANT INFORMATION IS PRINTED ON THE BACK OF THIS FORM.



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.

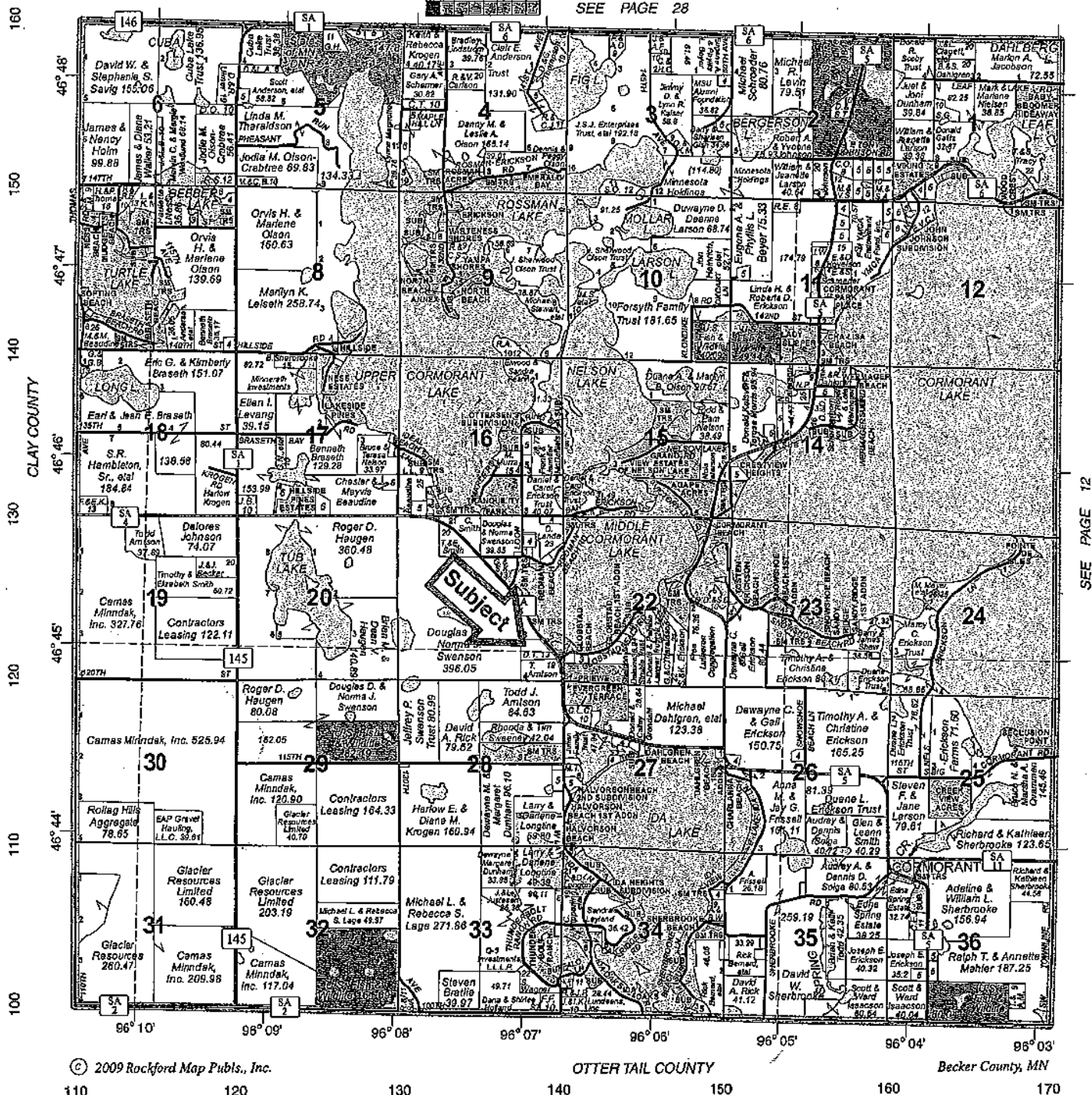
06.0290.000	
JON NETTLETON	
1:14,977	
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	
Date: 2/27/2017	



CORMORANT

T.138N.-R.43W.

SEE PAGE 28



SEE PAGE 12

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JOHN DEERE





COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

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

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

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

March 13, 2017 @7:00 PM

3rd Floor Jury Assembly Room New Addition-Becker County Courthouse

Detroit Lakes, MN. 56502

APPLICANT:

Mattson Bros Inc
1635 E. Ponto Lake Rd. NW
Backus, MN 56435

Project Location: 12309 CO HWY 14 LAKE PARK

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit to build a wireless facility, to include a 259 foot self-supported lattice tower a 10X14 foot equipment platform and a 42X66 foot chain link fence.

LEGAL LAND DESCRIPTION: Section 05 Township 140 Range 043 FRAC NW1/4

REFER TO BECKER COUNTY ZONING ORDINANCE

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
* Detroit Lakes Radio Stations or contact the Zoning Office, by 4:30 pm, for possible rescheduling of
* hearing.

CONDITIONAL USE PERMIT APPLICATION

What is a Conditional Use? A conditional use is a land use or development that would not be appropriate generally but may be allowed with appropriate controls upon a finding that certain conditions as detailed in the County Zoning Ordinance exist.

When is a Conditional Use Necessary? A conditional use is necessary when a landowner wishes to use his/her property in a way that may affect the public through increased use, appearance, hours of operation, lighting, environmental hazards, etc. Some examples of conditional uses are: non-residential storage buildings, home occupations, duplexes, etc.

Who decides if I will get a Conditional Use Permit? The decision is made by the Becker County Board of Commissioners, based on the recommendations of the Planning Commission. No conditional use shall be recommended by the Planning Commission or granted by the Board of County Commissioners unless the Commission or Board find:

- The conditional use will not harm the use and enjoyment of other property or diminish or impair values of immediate vicinity;
- The conditional use will not impede the normal, orderly development and improvement of surrounding vacant land;
- That adequate utilities, roadways, off-street parking and loading are provided;
- That adequate measures have been taken to prevent or control offensive odor, fumes, dust, noise, and vibrations, so none of these will constitute a nuisance;
- That soil erosion will be prevented;
- That visibility of structures and facilities as viewed from public waters will be limited.

When will my Conditional Use Permit be decided? The Planning Commission meets once a month to hear applications, with their recommendation forwarded to the County Board of Commissioners the following week for final action. Applications must be received by the Zoning Office one-month prior to the scheduled hearing date to be processed. A list of hearing dates and application cut off dates are enclosed.

What information is needed for a Conditional Use Permit?

A completed conditional use permit application consists of the following information:

- ✓ A completed application form with signatures of all owners and a brief description of the project, to include hours of operation, parking, business plan, erosion control measures, traffic control;
Example: Craft shop to be located in our garage, which is 24 ft by 24 ft. Shop will be open Friday through Sunday, 9:00 a.m. to 6:00 p.m. Employees will be family members only. Parking will be located on the one-acre open area North of the garage, which is 200 feet from the Township Road.
- ✓ A detailed site plan, drawn to scale on grid or graph paper, with existing structures, proposed projects, location of wells and septic systems, with all dimensions and distances shown; dimensions and distances for any impervious surface (example attached):
- ✓ Description of site location, such as a surveyed description of the site or general description such as 1000 ft. east & west in the southwest corner or a 500 foot strip parallel to the road.
- ✓ A copy of a Certificate of Compliance for the septic system or a site evaluation for the upgrading of the present system.
- ✓ Complete legal description of the property with parcel number and 911 address (legal description can be found on the abstract or obtained from the County Recorder's Office; parcel number can be found on the tax statement);
- ✓ Proof of ownership (tax statement or purchase agreement);
- ✓ Minimum application fee of \$326.00 for a Conditional Use in a Residential or Agricultural Zone; \$426.00 for a Conditional Use in a Commercial or Industrial Zone.



~ CONDITIONAL USE APPLICATION ~
BECKER COUNTY PLANNING & ZONING

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

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): MATKON Bros Inc Last name: Rick Adams

Mailing Address: 1635 E. Pent Lake Rd NW City, State, Zip Becker, MN 56435

Phone Number(s): 218-682-3100 Project Address: _____

Parcel number(s) of property: 070021000 Sect - Twp - Range: Sec 5, T146N, R436E

Township Name: Cuba Legal Description: FRAC NW 1/4

REASON FOR CONDITIONAL USE REQUEST: To build a wireless facility, to include a 259' self-support lattice tower, a 10' x 14' equipment platform, and 42' x 66' chain link fence compound.

The information provided for this document is truthful and accurate to the best of my knowledge. I understand that this statement is null and void if any of the above information is not supplied or is inaccurate.

Lessee Agent
Property Owner

SIGNATURE OF APPLICANT

1/24/2017

DATE

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; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. If in Cormorant Township add \$25.00 surcharge to the filing fee (\$351.00). **Make check payable to Becker County Zoning.**

4. **Is the conditional use permit request after the fact?** [] Yes [] No

If yes, after the fact application fee is an additional \$600.00.

Office Use Only

This application is hereby (accepted) or (rejected) as presented.

SIGNATURE - ZONING ADMINISTRATOR

DATE

13.04 (CC Fee) \$665.04 (6.52 fee each) 332.52
200-CUP Fee Rec. 46.00 NA \$80

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

1. **Effect on surrounding property.** That the conditional use will not harm the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.
Area is Rural Farm land and the service will help the local farmers be more productive in their work and generally increase value of the land.
2. **Effect on orderly, consistent development.** That establishing the conditional use will not impede the normal, orderly development and improvement of surrounding vacant property for uses predominant in the area.
Area is projected to stay Farm/Crop land & will not be further developed.
3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
Tower site to be served by 120th Ave, & Electric & fiber is located currently at intersection of 120th & CR 14
4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
Site is unimproved, but will have parking for 1 vehicle
5. **Not a nuisance.** That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so none of these will constitute a nuisance, and to control lighted signs and other lights so that no disturbance to neighboring properties will result.
The only item on light site will have is a dual lighting system, Required by FAR. It will have nighttime and lights/daytime stakes. These lights are made to reflect upward.
6. **Additional criteria for shoreland areas.** In Shoreland areas, it shall be found that adequate measures have been or will be taken to assure that:
 - a. **Pollution.** Soil erosion or other possible pollution of public waters will be prevented, both during and after construction;
 - b. **View from public waters.** That the visibility of structures and other facilities as viewed from public waters will be limited;
 - c. **Adequate utilities.** That the site is adequate for water supply and on-site sewage treatment; and
 - d. **Watercraft.** That the types, uses, and number of watercrafts that the project will generate can be safely accommodated.



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), Mattson Brothers Inc hereby authorize Verizon Wireless (UAW) LLC
 (landowner-print name) Rick Adams to act
 (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.): Wireless Facility

☐ plat application: _____

☒ conditional use application: Wireless Facility

☐ variance application: _____

☐ other: _____

on my (our) property located at:

Tax Parcel Number(s): 070021000 Physical Site Address: _____

Legal Description: The Fractional NW 1/4 (Lots 3 & 4 and the S 1/2 of NW 1/4)

Section: 5 Township: 140 Range: 43 Lot: _____ Block: _____ Plat Name: _____

Agent Contact Information

Agent address: 1635 E. Ponto Lake Rd NW Becker MN 56435
 Street City State Zip Code

Agent phone #(s): 218-682-3100 Agent fax #: 218-682-3590

Agent email address: rickad@uslink.net

Robert Mattson

Property Owner(s) Signature(s)

Secretary

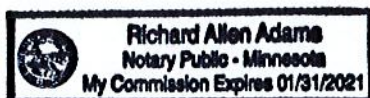
8/5/16
Date

State of Minnesota

County of Becker

On this 5 day of Aug 2016 before me personally appeared Robert Mattson 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)



Richard Allen Adams
Notary Public

Office Use Only:

Date received: _____ Expiration Date: _____

Date owner notified of application outcome: _____



SITE NAME:	MANO HITTESDALE
SITE ADDRESS:	120TH AVE LONE PARK, MN 56554
COUNTY:	BECKER
LATITUDE:	N49° 58' 17.53" (NAD83)
LONGITUDE:	W95° 05' 02.36" (NAD83)
COORDINATES BASED ON SITE DATA FORM DATED:	03-01-16
BUILDING TYPE:	IB
SITE AREA:	100' X 100' = 10,000 S.F.

REV.	DESCRIPTION	SHEET OR DETAIL
A	ISSUED FOR REVIEW 05-20-16	ALL
B	ISSUED FOR OWNER APPROVAL 08-14-16	ALL
C	ISSUED FOR ZONING APPROVAL 07-28-16	ALL

SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, TOWER ELEVATION, & SHEET INDEX
A-1	SITE PLAN, STANDARD DETAIL INDEX & SITE PHOTO
A-2	ENLARGED SITE PLAN
A-3	ANTENNA & EQUIPMENT LOCABLE NETS, DETAILS & SITE PHOTOS
A-4	OUTLINE SPECIFICATIONS
G-1	GROUNDING SPECIFICATIONS
G-2	GROUNDING PLAN & GROUNDING DETAIL INDEX
U-1	SITE UTILITY PLANS, PULLBOX LOCATION PLAN, AND NOTES
	SURVEY

[illegible]

	NAME	DATE
RF ENGINEER	MIKE KOCH	05-05-16
OPERATIONS MANAGER	DAVID LOSE	05-01-16
CONSTRUCTION ENGINEER	MIKE THIEL	05-05-16

SIGNATURE	PRINTED NAME	DATE

LESSOR / LICENSEE: PLEASE CHECK THE APPROPRIATE BOX BELOW

☐ NO CHANGES. ☐ CHANGES NEEDED. SEE COMMENTS.

LESSOR / LEASEE
MATTSON BRICK, INC.
12807 STATE HWY 14
LAKE PARK, MN 56054
ROBERT MATTSON (218) 294-6334

LESSEES
VERIZON WIRELESS
1801 BUSH LAKE ROAD
BLUMINGTON, MN 55438
RON REITER (952) 726-6032

POWER UTILITY
CITY CONTRACT
WILD RICE ELECTRIC COOP
502 NORTH MAIN
MARQUETTE, MN 56057
TOMMY HAUSER (218) 295-2517

TELECOM UTILITY
TALCO

DESIGN 1 OF EDEN PROABIE, LLC.
8073 VALLEY VIEW ROAD
EDEN PROABIE, MN 55444
(952) 800-9298

WROSTEN SMITH ROILING
619 PELLICURE STREET, PO BOX 1076
ALEXANDRIA, MN 56006-1026
508-753-4140

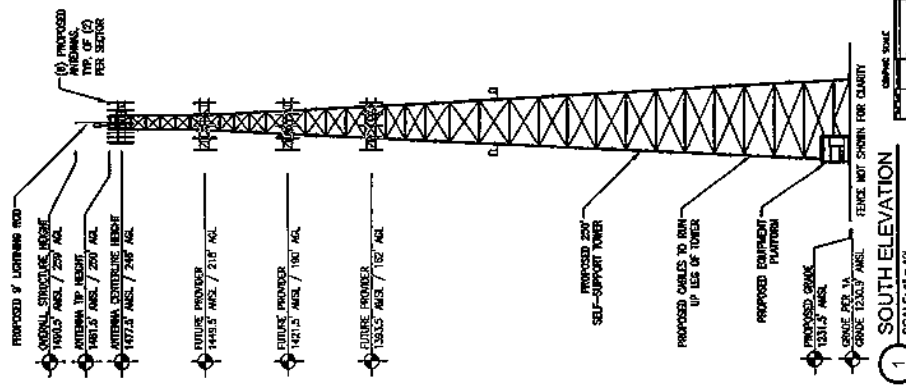
NA

TJBD

ARCHITECT: SURVEYOR: STRUTICAL ENGINEER: GEOTECHNICAL ENGINEER:

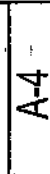
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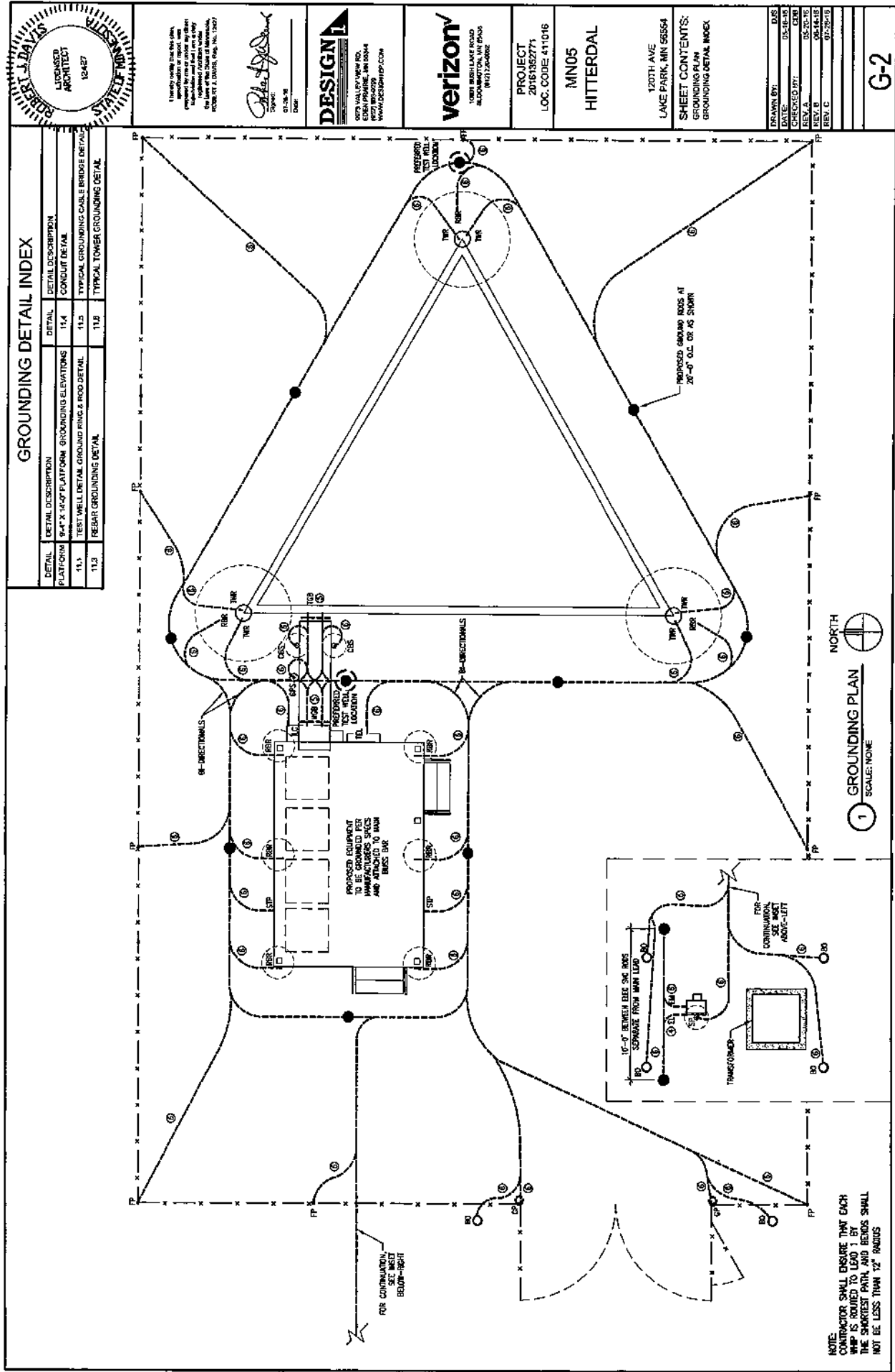
- 1.) TOWER TO BE DESIGNED AND DETAILLED IN ACCORDANCE WITH TOWER CONSTRUCTION STANDARDS AND REQUIREMENTS. ANY DISCREPANCIES BETWEEN TOWER DRAWINGS AND ARCHITECTURAL DRAWINGS TO BE REPORTED TO VERSION MIRELESS AND THE ARCHITECT IMMEDIATELY.
- 2.) TOWER FOUNDATION, PLATFORM FOUNDATION AND THE ACCESS DOME TO BE EXAMINED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND THE CONSTRUCTION STANDARDS AND REQUIREMENTS. ANY DISCREPANCIES BETWEEN PACKAGE DRAWINGS AND ARCHITECTURAL DRAWINGS TO BE IMMEDIATELY REPORTED TO VERSION MIRELESS AND THE ARCHITECT.
- 3.) CONTRADICTION TO DISCLOSE TIP OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.



Q SOUTH E

1 SITE PLAN
SCALE: 1" = 30'-0"





[illegible]

SITE NAME: Hitterdat
SITE NUMBER: MN05
ATTY/DATE: Hessler & McKay; 8/1/16

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 13th day of Jan, 2017 between Mattson Brothers, Inc., with their address located at 12307 County Highway 14, Lake Park, MN 56554, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 12309 County Highway 14, Lake Park, Minnesota 56554 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately ten thousand (10,000) square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of ~~XXXXXX~~ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 12307 County Highway 14, Lake Park, MN 56554, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twenty (20) foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of

the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss - Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for Indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at ~~218-238-5854~~ the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to

proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or Intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Mattson Brothers, Inc.
12307 County Highway 14
Lake Park, MN 56554

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, If Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written

notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon Invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, LESSEE may terminate the Agreement if LESSEE's Use is not restored within 45 days.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall

be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Mattson Brothers, Inc.

By: Robert Mattson Secretary

Date: 8/5/16

WITNESS

[Signature]

LESSEE:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: [Signature]

Its: **James R. Martin**
Director - Network Field Engineering

Date: 1-13-17

WITNESS

Mark L. Moffat

EXHIBIT "A"

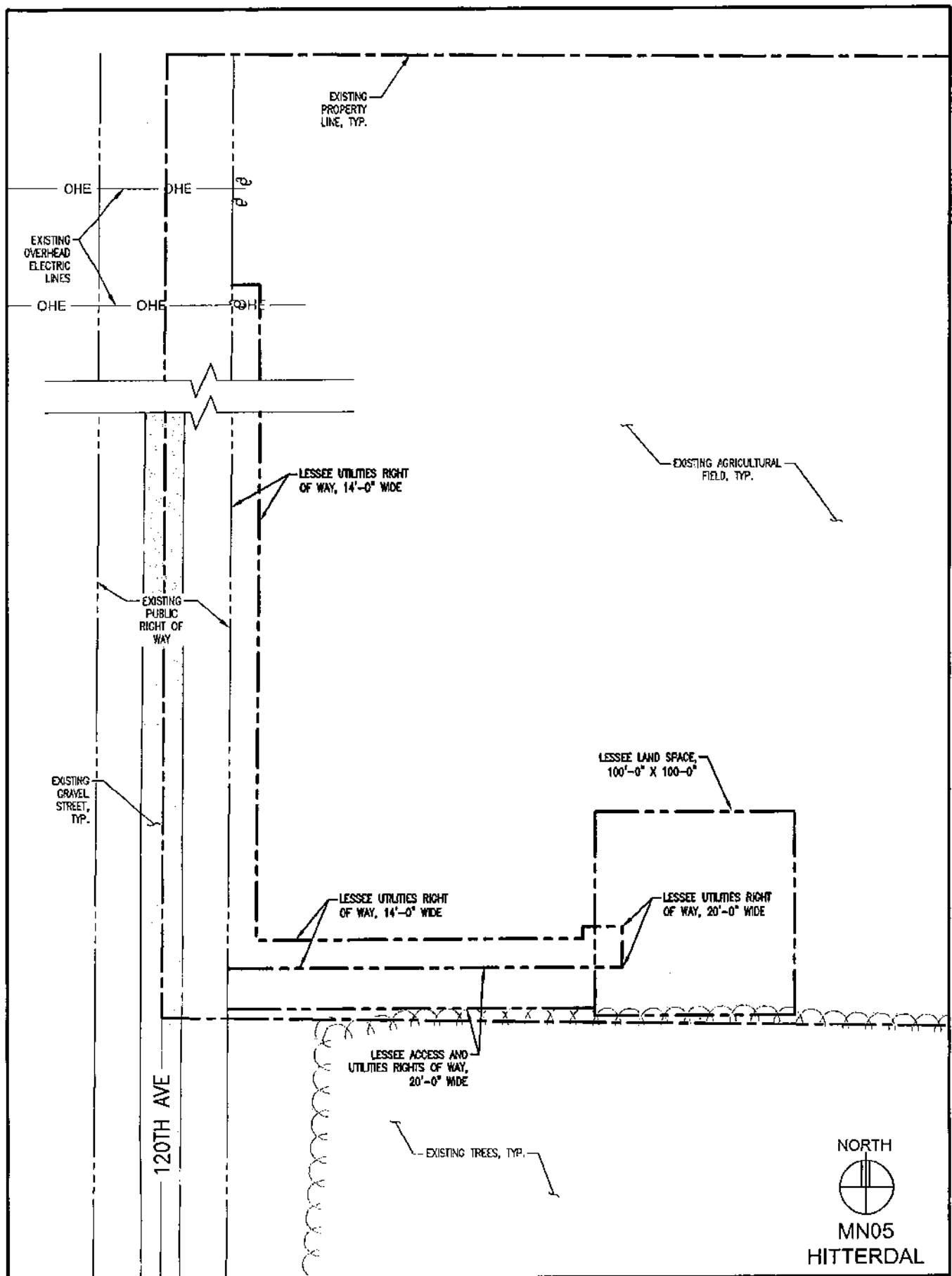
DESCRIPTION OF PROPERTY

The Fractional NW¼ (Lots 3 and 4 and the S½ of NW¼) of Section Five (5) Township One Hundred Forty (140) North, Range Forty-three (43) West of the 5th P.M., Becker County, Minnesota.

EXHIBIT "B"

SITE PLAN OF THE PREMISES

See attached



— Northwest corner of the NW 1/4 of Sec. 8, Twp. 140 N. Rng. 49 W. about 6000 1/2' above 7353'.

Third part of the South half of the Northwest Quarter of Section 6, Township 22 North, Range 43 East of the 6th Principal Meridian, Eastern Creek Township, McPherson County, Nebraska.

[illegible]

A 20.00 foot wide right of way for highway, avenue and utility purposes over, under and across the South half of the Northeast Quarter of Section 3, Township 140 North, Range 43 East of the Fifth Principal Meridian, Teton County, Minnesota, being between 0.00 feet and 20.00 feet to the left of the following described Lots "A":

The addition of solid weight of very small fish discarded or impounded is furnished at solid weight right below the 100.00 column.

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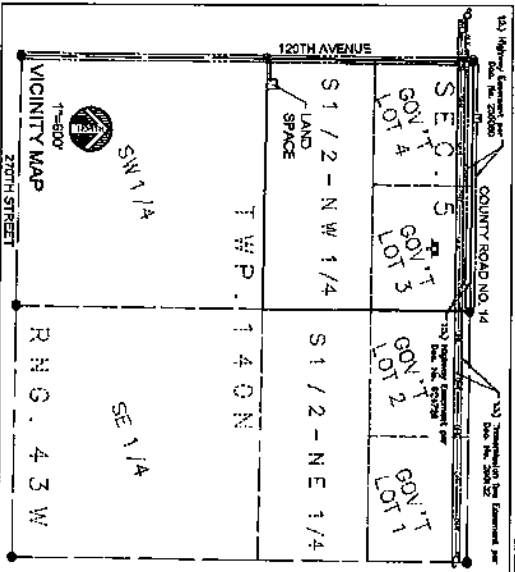
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- 12) Information on the number of Country or Province under *country*, *city*, and *region* is not available. The *country* variable is coded as 1 for the United States, 2 for Canada, 3 for Mexico, 4 for the Caribbean, 5 for Latin America, 6 for Europe, 7 for Africa, 8 for Asia, 9 for Oceania, and 10 for the Middle East. The *city* variable is coded as 1 for New York, 2 for Los Angeles, 3 for Chicago, 4 for San Francisco, 5 for London, 6 for Paris, 7 for Tokyo, 8 for Sydney, 9 for Hong Kong, 10 for Seoul, 11 for Taipei, 12 for Singapore, 13 for Manila, 14 for Jakarta, 15 for Bangkok, 16 for Kuala Lumpur, 17 for Hong Kong, 18 for Taipei, 19 for Seoul, 20 for Singapore, 21 for Manila, 22 for Jakarta, 23 for Bangkok, 24 for Kuala Lumpur, 25 for Hong Kong, 26 for Taipei, 27 for Seoul, 28 for Singapore, 29 for Manila, 30 for Jakarta, 31 for Bangkok, 32 for Kuala Lumpur, 33 for Hong Kong, 34 for Taipei, 35 for Seoul, 36 for Singapore, 37 for Manila, 38 for Jakarta, 39 for Bangkok, 40 for Kuala Lumpur, 41 for Hong Kong, 42 for Taipei, 43 for Seoul, 44 for Singapore, 45 for Manila, 46 for Jakarta, 47 for Bangkok, 48 for Kuala Lumpur, 49 for Hong Kong, 50 for Taipei, 51 for Seoul, 52 for Singapore, 53 for Manila, 54 for Jakarta, 55 for Bangkok, 56 for Kuala Lumpur, 57 for Hong Kong, 58 for Taipei, 59 for Seoul, 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WIDELINE SIMILAR NOVELTY

Enrollment: 2000-2001 | 2002-2003 | 2004-2005 | 2006-2007 | 2008-2009 | 2010-2011 | 2012-2013 | 2014-2015 | 2016-2017 | 2018-2019 | 2020-2021 | 2022-2023 | 2024-2025 | 2026-2027 | 2028-2029 | 2030-2031 | 2032-2033 | 2034-2035 | 2036-2037 | 2038-2039 | 2040-2041 | 2042-2043 | 2044-2045 | 2046-2047 | 2048-2049 | 2050-2051 | 2052-2053 | 2054-2055 | 2056-2057 | 2058-2059 | 2060-2061 | 2062-2063 | 2064-2065 | 2066-2067 | 2068-2069 | 2070-2071 | 2072-2073 | 2074-2075 | 2076-2077 | 2078-2079 | 2080-2081 | 2082-2083 | 2084-2085 | 2086-2087 | 2088-2089 | 2090-2091 | 2092-2093 | 2094-2095 | 2096-2097 | 2098-2099 | 2100-2101 | 2102-2103 | 2104-2105 | 2106-2107 | 2108-2109 | 2110-2111 | 2112-2113 | 2114-2115 | 2116-2117 | 2118-2119 | 2120-2121 | 2122-2123 | 2124-2125 | 2126-2127 | 2128-2129 | 2130-2131 | 2132-2133 | 2134-2135 | 2136-2137 | 2138-2139 | 2140-2141 | 2142-2143 | 2144-2145 | 2146-2147 | 2148-2149 | 2150-2151 | 2152-2153 | 2154-2155 | 2156-2157 | 2158-2159 | 2160-2161 | 2162-2163 | 2164-2165 | 2166-2167 | 2168-2169 | 2170-2171 | 2172-2173 | 2174-2175 | 2176-2177 | 2178-2179 | 2180-2181 | 2182-2183 | 2184-2185 | 2186-2187 | 2188-2189 | 2190-2191 | 2192-2193 | 2194-2195 | 2196-2197 | 2198-2199 | 2200-2201 | 2202-2203 | 2204-2205 | 2206-2207 | 2208-2209 | 2210-2211 | 2212-2213 | 2214-2215 | 2216-2217 | 2218-2219 | 2220-2221 | 2222-2223 | 2224-2225 | 2226-2227 | 2228-2229 | 2230-2231 | 2232-2233 | 2234-2235 | 2236-2237 | 2238-2239 | 2240-2241 | 2242-2243 | 2244-2245 | 2246-2247 | 2248-2249 | 2250-2251 | 2252-2253 | 2254-2255 | 2256-2257 | 2258-2259 | 2260-2261 | 2262-2263 | 2264-2265 | 2266-2267 | 2268-2269 | 2270-2271 | 2272-2273 | 2274-2275 | 2276-2277 | 2278-2279 | 2280-2281 | 2282-2283 | 2284-2285 | 2286-2287 | 2288-2289 | 2290-2291 | 2292-2293 | 2294-2295 | 2296-2297 | 2298-2299 | 2300-2301 | 2302-2303 | 2304-2305 | 2306-2307 | 2308-2309 | 2310-2311 | 2312-2313 | 2314-2315 | 2316-2317 | 2318-2319 | 2320-2321 | 2322-2323 | 2324-2325 | 2326-2327 | 2328-2329 | 2330-2331 | 2332-2333 | 2334-2335 | 2336-2337 | 2338-2339 | 2340-2341 | 2342-2343 | 2344-2345 | 2346-2347 | 2348-2349 | 2350-2351 | 2352-2353 | 2354-2355 | 2356-2357 | 2358-2359 | 2360-2361 | 2362-2363 | 2364-2365 | 2366-2367 | 2368-2369 | 2370-2371 | 2372-2373 | 2374-2375 | 2376-2377 | 2378-2379 | 2380-2381 | 2382-2383 | 2384-2385 | 2386-2387 | 2388-2389 | 2390-2391 | 2392-2393 | 2394-2395 | 2396-2397 | 2398-2399 | 2400-2401 | 2402-2403 | 2404-2405 | 2406-2407 | 2408-2409 | 2410-2411 | 2412-2413 | 2414-2415 | 2416-2417 | 2418-2419 | 2420-2421 | 2422-2423 | 2424-2425 | 2426-2427 | 2428-2429 | 2430-2431 | 2432-2433 | 2434-2435 | 2436-2437 | 2438-2439 | 2440-2441 | 2442-2443 | 2444-2445 | 2446-2447 | 2448-2449 | 2450-2451 | 2452-2453 | 2454-2455 | 2456-2457 | 2458-2459 | 2460-2461 | 2462-2463 | 2464-2465 | 2466-2467 | 2468-2469 | 2470-2471 | 2472-2473 | 2474-2475 | 2476-2477 | 2478-2479 | 2480-2481 | 2482-2483 | 2484-2485 | 2486-2487 | 2488-2489 | 2490-2491 | 2492-2493 | 2494-2495 | 2496-2497 | 2498-2499 | 2500-2501 | 2502-2503 | 2504-2505 | 2506-2507 | 2508-2509 | 2510-2511 | 2512-2513 | 2514-2515 | 2516-2517 | 2518-2519 | 2520-2521 | 2522-2523 | 2524-2525 | 2526-2527 | 2528-2529 | 2530-2531 | 2532-2533 | 2534-2535 | 2536-2537 | 2538-2539 | 2540-2541 | 2542-2543 | 2544-2545 | 2546-2547 | 2548-2549 | 2550-2551 | 2552-2553 | 2554-2555 | 2556-2557 | 2558-2559 | 2560-2561 | 2562-2563 | 2564-2565 | 2566-2567 | 2568-2569 | 2570-2571 | 2572-2573 | 2574-2575 | 2576-2577 | 2578-2579 | 2580-2581 | 2582-2583 | 2584-2585 | 2586-2587 | 2588-2589 | 2590-2591 | 2592-2593 | 2594-2595 | 2596-2597 | 2598-2599 | 2600-2601 | 2602-2603 | 2604-2605 | 2606-2607 | 2608-2609 | 2610-2611 | 2612-2613 | 2614-2615 | 2616-2617 | 2618-2619 | 2620-2621 | 2622-2623 | 2624-2625 | 2626-2627 | 2628-2629 | 2630-2631 | 2632-2633 | 2634-2635 | 2636-2637 | 2638-2639 | 2640-2641 | 2642-2643 | 2644-2645 | 2646-2647 | 2648-2649 | 2650-2651 | 2652-2653 | 2654-2655 | 2656-2657 | 2658-2659 | 2660-2661 | 2662-2663 | 2664-2665 | 2666-2667 | 2668-2669 | 2670-2671 | 2672-2673 | 2674-2675 | 2676-2677 | 2678-2679 | 2680-2681 | 2682-2683 | 2684-2685 | 2686-2687 | 2688-2689 | 2690-2691 | 2692-2693 | 2694-2695 | 2696-2697 | 2698-2699 | 2700-2701 | 2702-2703 | 2704-2705 | 2706-2707 | 2708-2709 | 2710-2711 | 2712-2713 | 2714-2715 | 2716-2717 | 2718-2719 | 2720-2721 | 2722-2723 | 2724-2725 | 2726-2727 | 2728-2729 | 2730-2731 | 2732-2733 | 2734-2735 | 2736-2737 | 2738-2739 | 2

100% KRAFTS CHIPS
 100% KRAFTS CHIPS
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1. I CERTIFY UNDER OATH THAT THE DECLARATIONS MADE AND THAT I HAVE SIGNED ARE TRUE AND CORRECT AND THAT I HAVE FULLY UNDERSTOOD AND AM AWARE OF THE LAWS OF THE STATE OF ARIZONA.

WIDSETH SMITH NOITING



January 10, 2017

Becker County
Planning and Zoning
915 Lake Avenue
Detroit Lakes, Minnesota 56501

Re: Letter of Intent for Shared Use of Verizon Wireless 250' Self-Support Tower at 120th Ave, Lake Park, MN/VZW MN05 Hitterdal

To whom it may concern:

I am providing this statement to comply with Becker County zoning regulations related to shared-use of proposed telecommunications towers.

Verizon Wireless including any successor company agrees to allow future collocations on the above-referenced facility, where reasonable and structurally feasible. Such shared use shall be allowed by Verizon at the proposed facility provided that users applying for shared use agree in writing to meet reasonable industry terms and conditions for the use.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marcia Wine Paine".

Marcia Wine Paine
Real Estate Specialist
Verizon Wireless



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2016-AGL-10494-OE

Issued Date: 08/25/2016

Network Regulatory
Rural Cellular Corporation
1120 Sanctuary Pkwy
#150 GASA5REG
Alpharetta, GA 30009

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Hitterdal - A
Location:	Lake Park, MN
Latitude:	46-58-17.13N NAD 83
Longitude:	96-09-09.36W
Heights:	1231 feet site elevation (SE) 259 feet above ground level (AGL) 1490 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 L, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 02/25/2018 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (847) 294-7575. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2016-AGL-10494-OE.

Signature Control No: 299559418-302920132

(DNE)

Vivian Vilaro
Specialist

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2016-AGL-10494-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

December 2, 2016

Mr. Brian Schriener
Design 1 of Eden Prairie
9973 Valley View Road
Eden Prairie, MN 55344

RE: Proposed 250' Self-Supporting Tower for MN05 Hitterdal, MN

Dear Mr. Schriener,

Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 89 mph with no ice (115 mph Ultimate Risk Category II) and 50 mph with 1/2" radial ice, Structure Class II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This is likely to result in the portion of the tower above "folding over" onto the portion below, essentially collapsing on itself. ***Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles.*** In the unlikely event of total separation, this, in turn, would result in collapse within a radius equal to 1/2 of the tower height.

PROFESSIONAL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the Laws of the State of Minnesota.

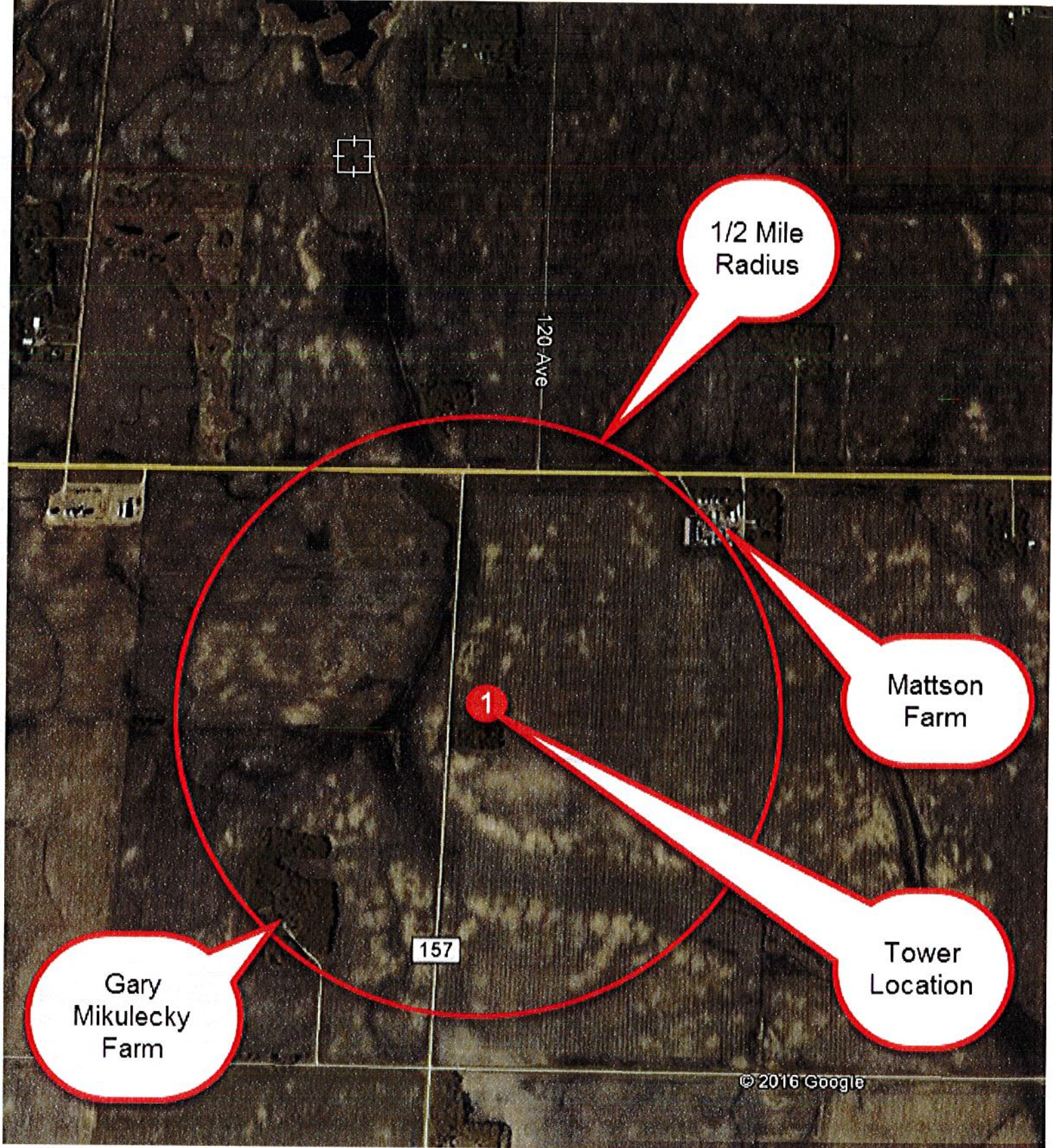
Print Name Robert E. Beacom

Signature 

Date 12/2/16 License #49156

Sincerely,

Robert E. Beacom, P.E., S.E.
Senior Design Engineer



1/2 Mile
Radius

Mattson
Farm

Tower
Location

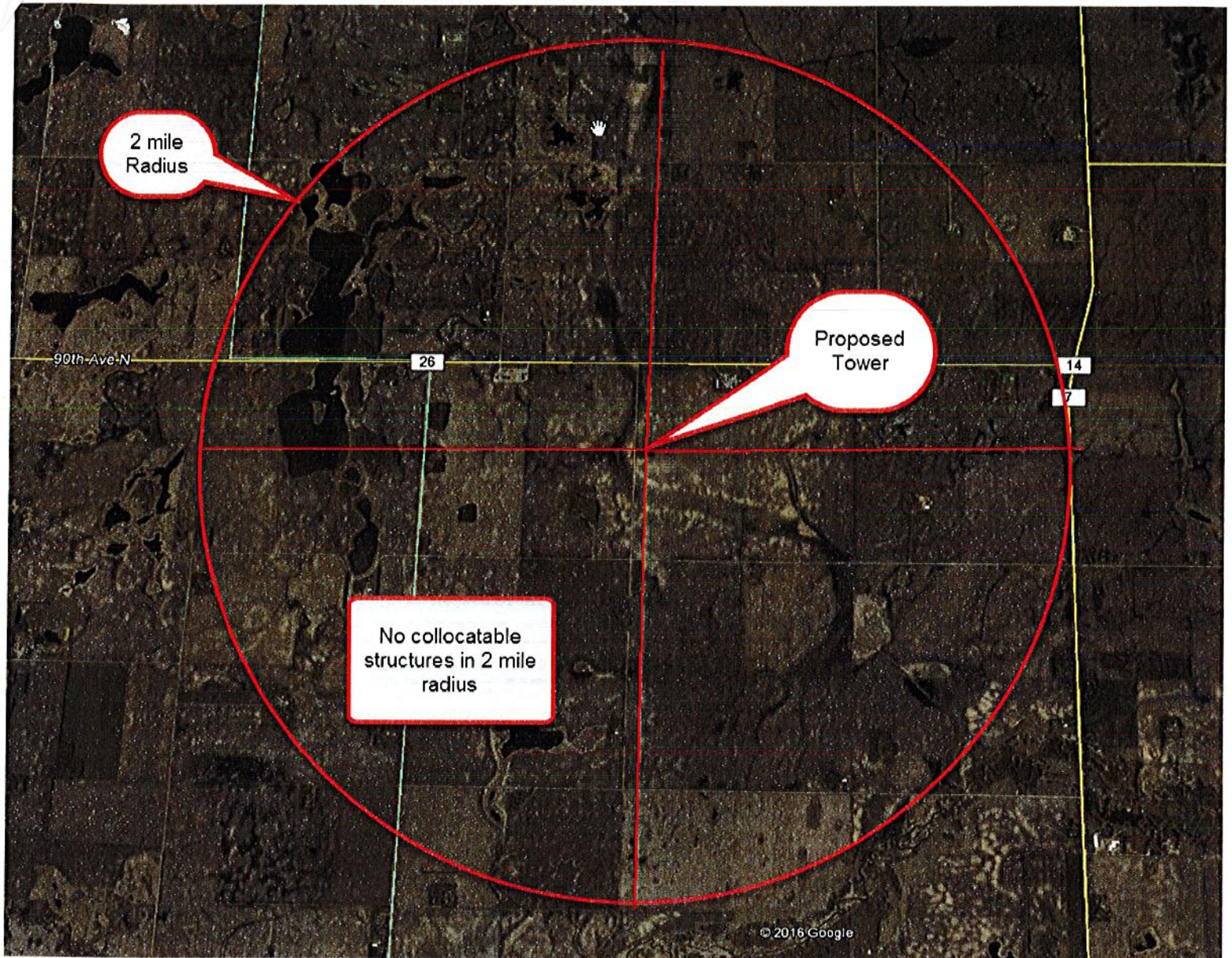
Gary
Mikulecky
Farm

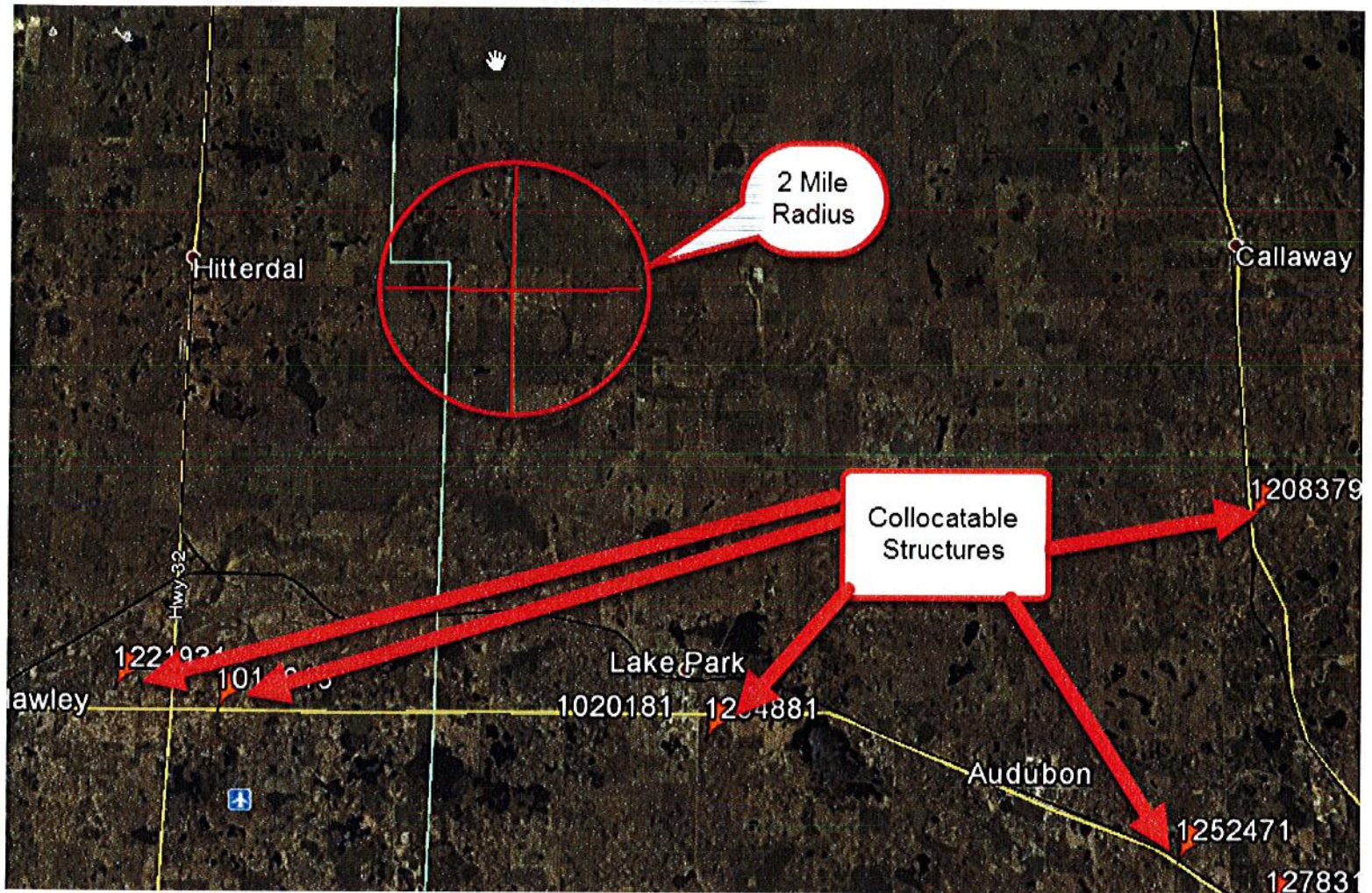
120 Ave

157

1

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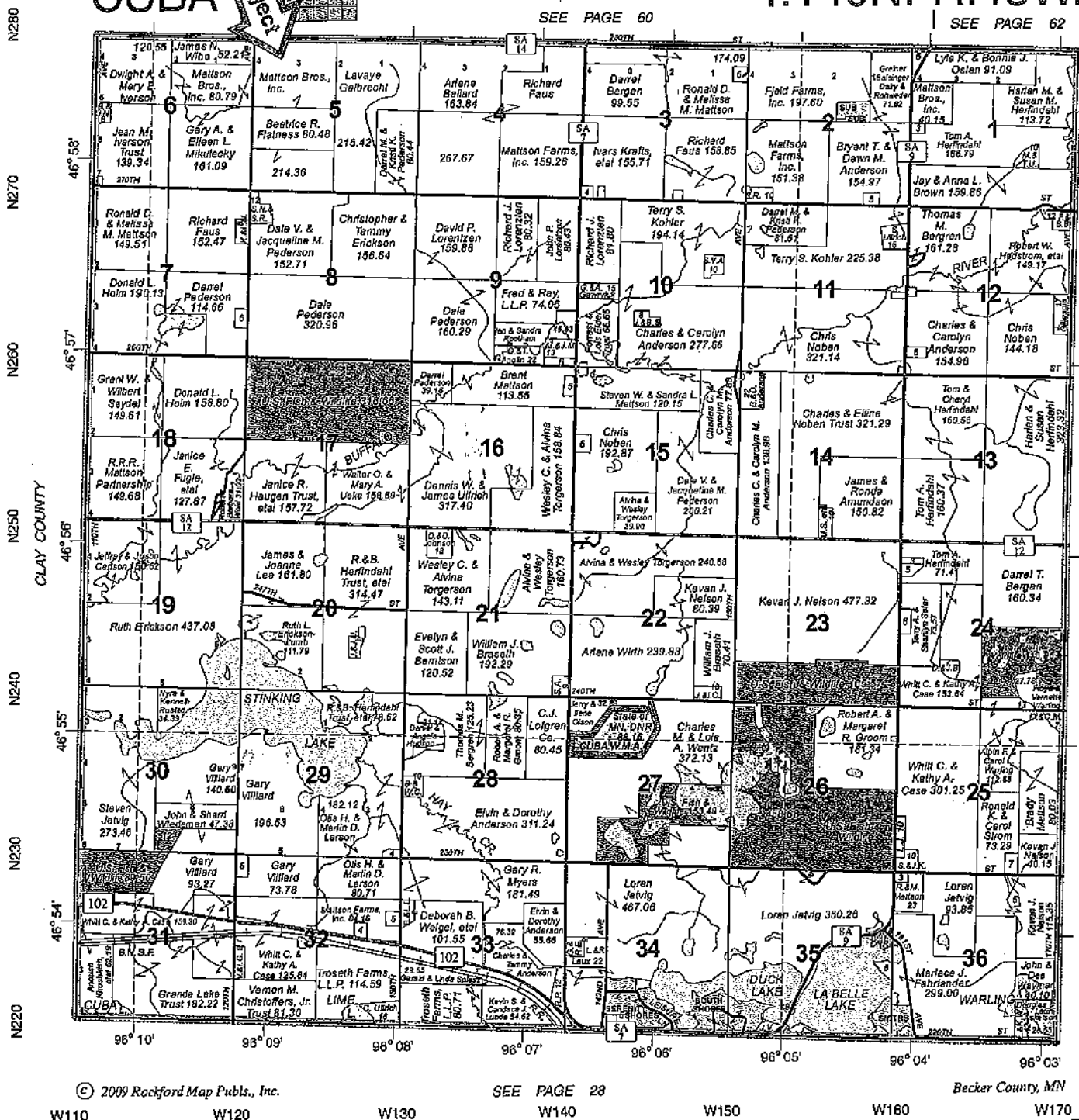




These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

07.0021.000	
MATTSON BROS INC	
1:29.953	

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



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SEE PAGE 28

Becker County, MN

WY110

W120

W130

W140

W150

W160

W170



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COUNTY OF BECKER

Planning and Zoning

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

PLANNING COMMISSION NOTICE OF PUBLIC HEARING **HEARING DATE AND LOCATION**

March 13, 2017 @7:00 PM

3rd Floor Jury Assembly Room New Addition-Becker County Courthouse
Detroit Lakes, MN. 56502

APPLICANT:
Sigrid Lindsay
35046 Highway 34
Ogema, MN 56569

Project Location: Cherry Lake Rd

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use permit to build a wireless facility to include a 309 foot lattice tower, 10X14 foot equipment platform, and a 43X53 foot chain link fence.

LEGAL LAND DESCRIPTION: Section 27 Township 142 Range 040 SW1/4; & NW1/4 SE1/4 EX 28.64 AC; PT NE1/4 SE1/4 S OF RD & 467' W OF SE COR AKA 6.09 AC; & S1/2 SE1/4 EX NE1/4 SE1/4 SE1/4

REFER TO BECKER COUNTY ZONING ORDINANCE

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, for possible rescheduling of the Hearing.**

CONDITIONAL USE PERMIT APPLICATION

What is a Conditional Use? A conditional use is a land use or development that would not be appropriate generally but may be allowed with appropriate controls upon a finding that certain conditions as detailed in the County Zoning Ordinance exist.

When is a Conditional Use Necessary? A conditional use is necessary when a landowner wishes to use his/her property in a way that may affect the public through increased use, appearance, hours of operation, lighting, environmental hazards, etc. Some examples of conditional uses are: non-residential storage buildings, home occupations, duplexes, etc.

Who decides if I will get a Conditional Use Permit? The decision is made by the Becker County Board of Commissioners, based on the recommendations of the Planning Commission. No conditional use shall be recommended by the Planning Commission or granted by the Board of County Commissioners unless the Commission or Board find:

- The conditional use will not harm the use and enjoyment of other property or diminish or impair values of immediate vicinity;
- The conditional use will not impede the normal, orderly development and improvement of surrounding vacant land;
- That adequate utilities, roadways, off-street parking and loading are provided;
- That adequate measures have been taken to prevent or control offensive odor, fumes, dust, noise, and vibrations, so none of these will constitute a nuisance;
- That soil erosion will be prevented;
- That visibility of structures and facilities as viewed from public waters will be limited.

When will my Conditional Use Permit be decided? The Planning Commission meets once a month to hear applications, with their recommendation forwarded to the County Board of Commissioners the following week for final action. Applications must be received by the Zoning Office one-month prior to the scheduled hearing date to be processed. A list of hearing dates and application cut off dates are enclosed.

What information is needed for a Conditional Use Permit?

A completed conditional use permit application consists of the following information:

- ✓ A completed application form with signatures of all owners and a brief description of the project, to include hours of operation, parking, business plan, erosion control measures, traffic control;
Example: Craft shop to be located in our garage, which is 24 ft by 24 ft. Shop will be open Friday through Sunday, 9:00 a.m. to 6:00 p.m. Employees will be family members only. Parking will be located on the one-acre open area North of the garage, which is 200 feet from the Township Road.
- ✓ A detailed site plan, drawn to scale on grid or graph paper, with existing structures, proposed projects, location of wells and septic systems, with all dimensions and distances shown; dimensions and distances for any impervious surface (example attached):
- ✓ Description of site location, such as a surveyed description of the site or general description such as 1000 ft. east & west in the southwest corner or a 500 foot strip parallel to the road.
- ✓ A copy of a Certificate of Compliance for the septic system or a site evaluation for the upgrading of the present system.
- ✓ Complete legal description of the property with parcel number and 911 address (legal description can be found on the abstract or obtained from the County Recorder's Office; parcel number can be found on the tax statement);
- ✓ Proof of ownership (tax statement or purchase agreement);
- ✓ Minimum application fee of \$326.00 for a Conditional Use in a Residential or Agricultural Zone; \$426.00 for a Conditional Use in a Commercial or Industrial Zone.



~ CONDITIONAL USE APPLICATION ~

BECKER COUNTY PLANNING & ZONING

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

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): Sigrid Last name: Lindsay
Mailing Address: 35046 Hwy 34 City, State, Zip Ogema, MN 56569
Phone Number(s): 218-849-2369 (Richard) Project Address: XXXX Cherry Lake Rd.
Parcel number(s) of property: 200411000 Sect - Twp - Range: Sec 27, T142N, R46W
Township Name: Maple Grove Legal Description: Part of SW 1/4

REASON FOR CONDITIONAL USE REQUEST: to build a wireless facility to include a 309' Lattice tower, 10' x 14' equipment platform, and a 43' x 53' chain link fence compound.

The information provided for this document is truthful and accurate to the best of my knowledge. I understand that this statement is null and void if any of the above information is not supplied or is inaccurate.

Richard Lindsay
SIGNATURE OF APPLICANT

1/24/2017
DATE

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; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. If in Cormorant Township add \$25.00 surcharge to the filing fee (\$351.00). **Make check payable to Becker County Zoning.**
4. **Is the conditional use permit request after the fact?** ☐ Yes ☐ No
If yes, after the fact application fee is an additional \$600.00.

Office Use Only

This application is hereby (accepted) or (rejected) as presented.

SIGNATURE - ZONING ADMINISTRATOR

DATE

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

1. **Effect on surrounding property.** That the conditional use will not harm the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the immediate vicinity.

This area is very rural forested land on the edge of Tribal land. Very unlikely it would be seen or property. Site will bring much needed wireless communications to lake properties in area

2. **Effect on orderly, consistent development.** That establishing the conditional use will not impede the normal, orderly development and improvement of surrounding vacant property for uses predominant in the area.

This area has no development plans with most of the development concentrated around the lakes.

3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

This site will be serviced by Cherry Lake Rd. and the electric utilities and fiber on adjoining property

4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Site is unimproved. There is one parking spot provided

5. **Not a nuisance.** That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so none of these will constitute a nuisance, and to control lighted signs and other lights so that no disturbance to neighboring properties will result.

Tower will have none of the above nuisances, but is lighted. Tower will have dual lighting system with red lights at night and daytime strobes. Lights are made to reflect upward to ward off aircraft

6. **Additional criteria for shoreland areas.** In Shoreland areas, it shall be found that adequate measures have been or will be taken to assure that:

- a. **Pollution.** Soil erosion or other possible pollution of public waters will be prevented, both during and after construction;

- b. **View from public waters.** That the visibility of structures and other facilities as viewed from public waters will be limited;

- c. **Adequate utilities.** That the site is adequate for water supply and on-site sewage treatment; and

- d. **Watercraft.** That the types, uses, and number of watercrafts that the project will generate can be safely accommodated.



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), Sigrid Lindsay hereby authorize Rick Adams/Vernon Wireless to act
(landowner-print name) (agent-print name)
as my (our) agent on the following item(s): appropriate box(es)

- ☒ permit application (write in permit "type" - e.g. site, septic, etc.): Site Permit
- ☐ plat application: _____
- ☒ conditional use application: for wireless facility
- ☐ variance application: _____
- ☐ other: _____

on my (our) property located at:

Tax Parcel Number(s): 200411000

Legal Description: Part of SW 1/4

Section: 27 Township: 142N Range: 40W Lot: _____ Block: _____ Plat Name: _____

Physical Site Address: xxxx Cherry Lake Rd.

Agent Contact Information

Agent address: 1635 E. Porto Lake Rd NW, Becker, MN 56435
Street City State Zip Code

Agent phone #(s): 218-682-3100 Agent fax #: 218-682-3590

Agent email address: rickad@uslink.net

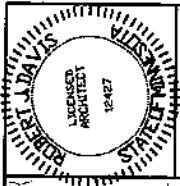
Sigrid Lindsay
Property Owner(s) Signature(s)

7/30/2016
Date

Office Use Only:

Date received: _____ Expiration Date: _____





I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
ROBERT A. DAVIS, Eng. No. 12427

01/26/14
Date
01/26/14
Date

DESIGN
9910 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
WWW.DESIGNHUB.COM

verizon
9801 WASH LAKE ROAD
BLOOMINGTON, MN 55425
W121240002

PROJECT
2016136775
LOC. CODE: 410702

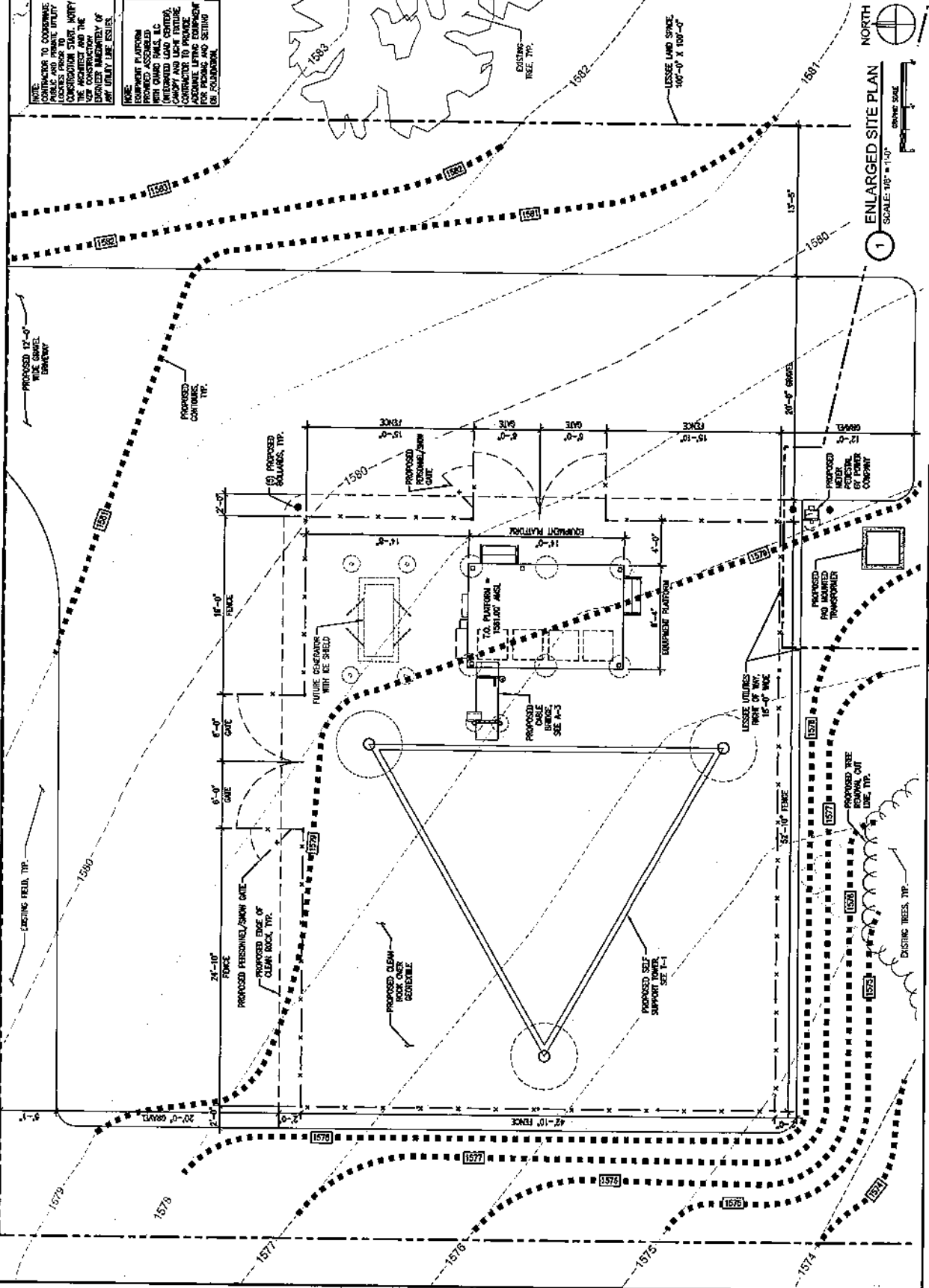
MN05
STRAWBERRY
LAKE

CHERRY LAKE ROAD
OGEEMA, MN 56569

SHEET CONTENTS:
ENLARGED SITE PLAN

DESIGNED BY:	DAS
DRAWN BY:	05/20/13
CHECKED BY:	06/20/13
REV. A:	06/20/13
REV. B:	06/15/13
REV. C:	07/11/13
REV. D:	07/28/13

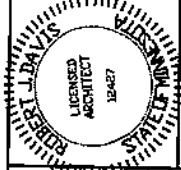
A-2





GROUNDING DETAIL INDEX

DETAIL	DETAIL DESCRIPTION
PLATFORM	5'-4" X 14'-0" PLATFORM W/ GANTRY GROUNDING ELEVATIONS
11.1	TEST WELL DETAIL GROUNDING & ROD DETAIL
11.3	REBAR GROUNDING DETAIL
11.4	CONDUIT DETAIL
11.5	TYPICAL GROUNDING CABLE BRIDGE DETAIL
11.6	TYPICAL TOWER GROUNDING DETAIL



I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

Robert J. Davis
 Name: _____
 Date: 05-20-18



PROJECT
 2016132775
 LOC. CODE: 410702

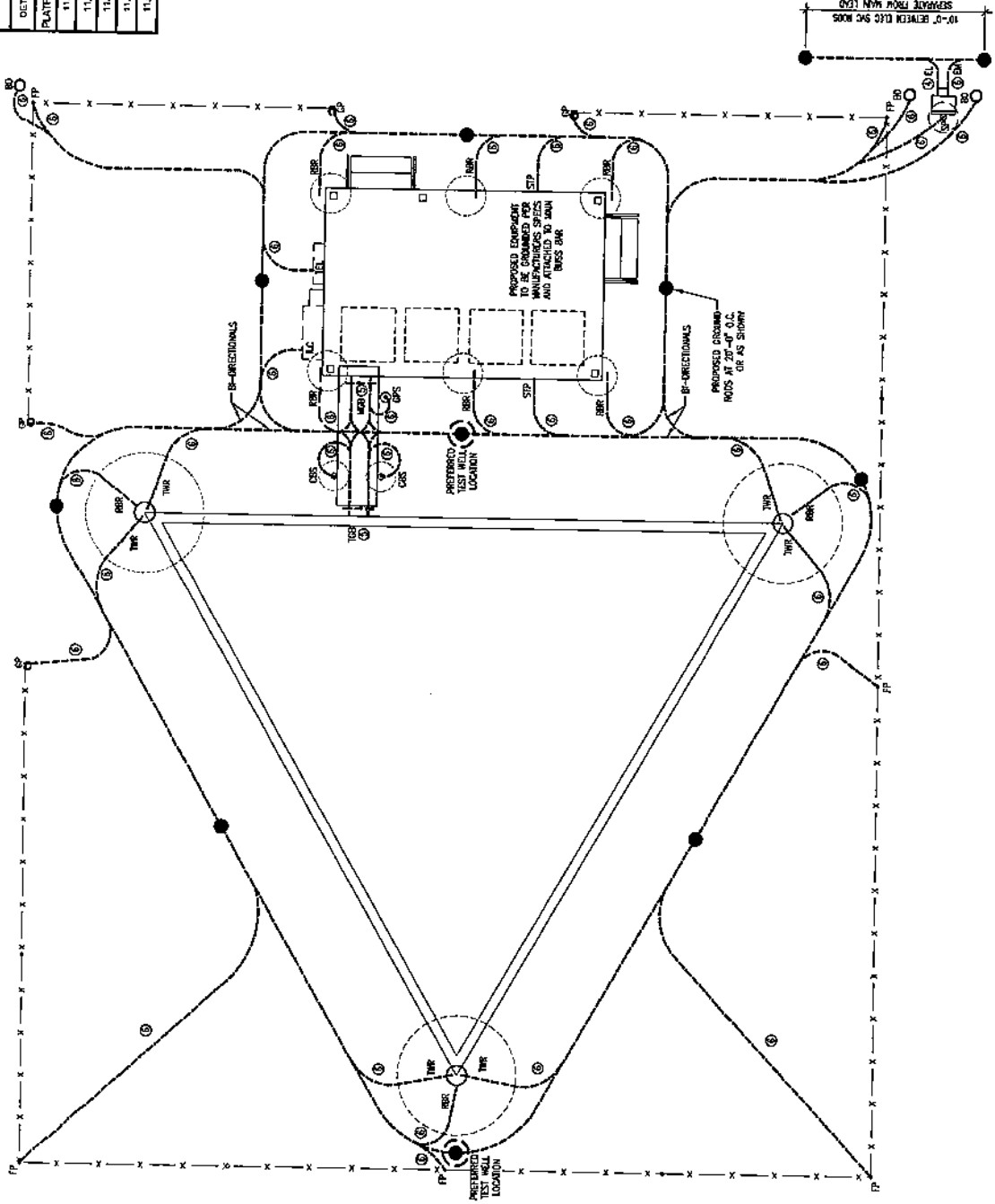
MN05
 STRAWBERRY LAKE

CHERRY LAKE ROAD
 COGENA, MN 55969

SHEET CONTENTS:
 GROUNDING DETAIL INDEX

DRAWN BY:	Q.L.S.
DATE:	05-13-18
CHECKED BY:	Q.L.S.
REV. A:	05-20-18
REV. B:	06-05-18
REV. C:	07-11-18
REV. D:	07-26-18

G-2



NOTE:
 CONTRACTOR SHALL ENSURE THAT
 EACH WIRE IS ROUTED TO LEAD 1' BY
 THE SHORTEST PATH, AND BENDS
 SHALL NOT BE LESS THAN 12" RADIUS

1 GROUNDING PLAN
 SCALE: NONE
 NORTH

ROBERT J. DAVIS
LICENSED
ARCHITECT
12427
STATE OF MINNESOTA

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of Minnesota.

ROBERT J. DAVIS, Reg. No. 12427

[Signature]
Signed:
06-75-98

DESIGN1
3073 VALLEY VIEW RD.
EDEN PRATHE, MN 55044
(952) 903-9700
WWW.DESIGN1EP.COM

verizon
1001 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 733-0002

PROJECT
20161352775
LOC. CODE: 410702

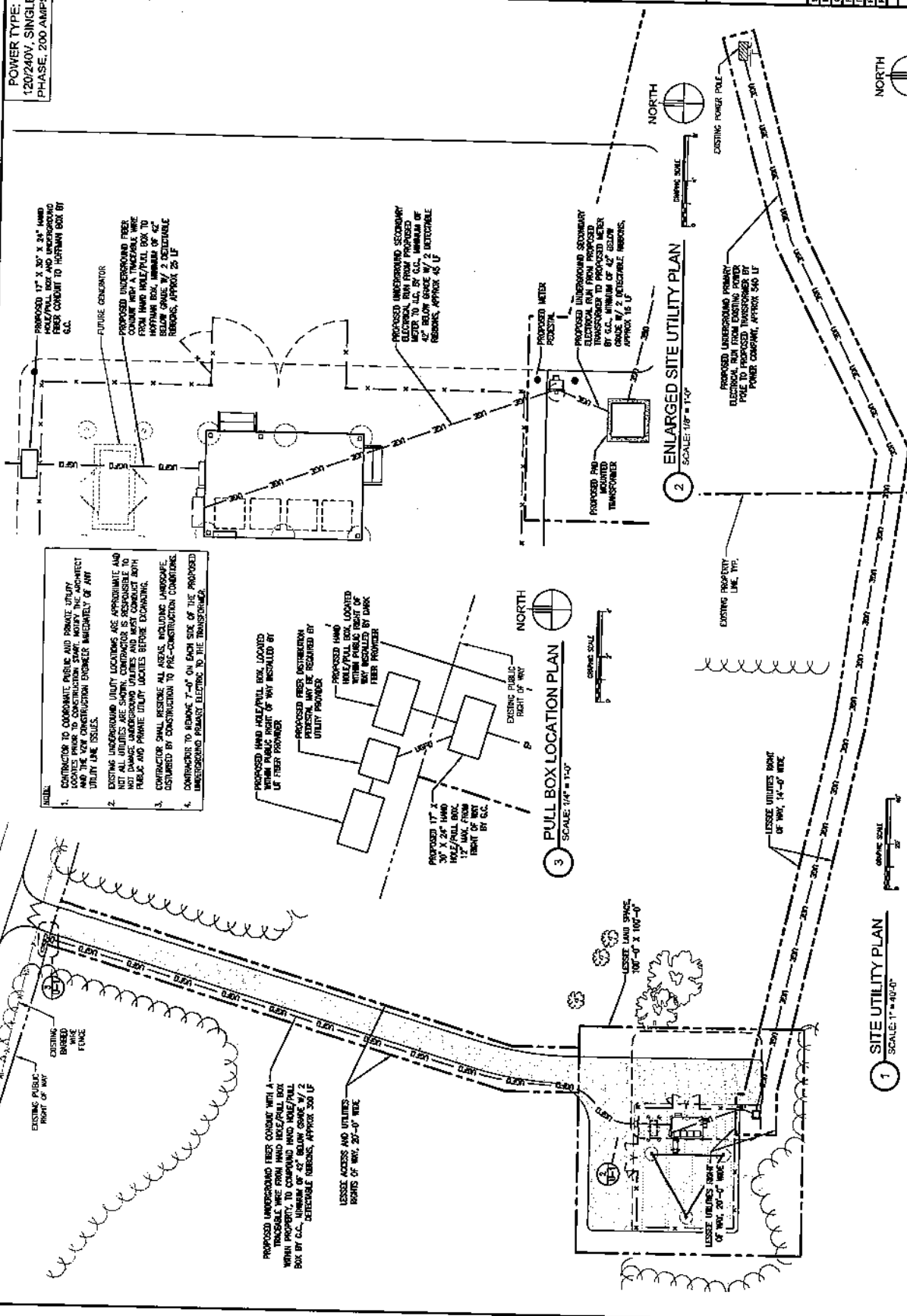
MN05
STRAWBERRY
LAKE

CHERRY LAKE ROAD
OGEMA, MN 56569

SHEET CONTENTS:
SITE UTILITY PLAN
ENLARGED SITE UTILITY PLAN
MAILBOX LOCATION PLAN

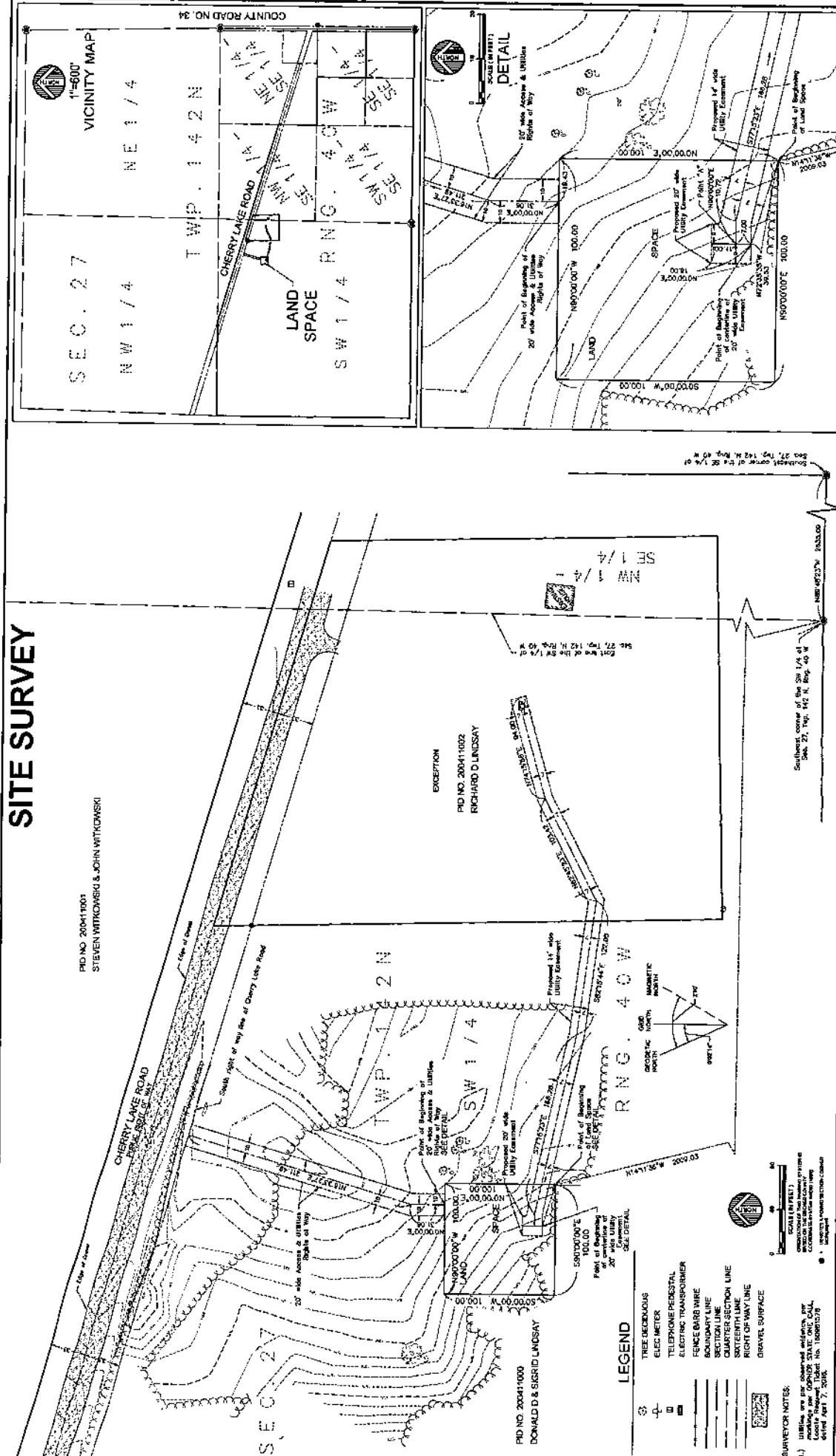
AWN BY:	DJS
TE:	06-13-16
ACKED BY:	COB
J.A.	03-20-16
J.B.	06-15-16
J.C.	07-11-16
J.D.	07-28-16

11



SITE SURVEY

PRD NO. 20041001
STEVEN WITKOWSKI & JOHN WITKOWSKI



- LEGEND**
- TRIE DECOROUS
 - ELEC METER
 - TELEPHONE PEDISTAL
 - ELECTRIC TRANSFORMER
 - FENCE (B&B) WIRE
 - BOUNDARY LINE
 - SECTION LINE
 - QUARTER SECTION LINE
 - SIXTEENTH LINE
 - RIGHT OF WAY LINE
 - GRAVEL SURFACE

SURVEYOR NOTES:

1) UTM is the observed reduction, per
Minnesota Statute, Chapter 163, Section 01
dated April 7, 2016.

DESIGN 1

SITE NAME:
MN05 STRAWBERRY LAKE
Baker County, MN

No.	Date	REVISIONS	BY	CHK	APP'D	NOTES
1						

DESIGNED BY: S.W.K.
CHECKED BY: S.W.K.
DRAWN BY: J.W.K.
DATE: 2/26/16
PROJECT: MN05 STRAWBERRY LAKE
SHEET: 2 OF 2

WIDSETH SMITH NOLTING
Engineering / Architecture / Surveying / Environmental

SCALE: 1"=600'
VICINITY MAP

PRD NO. 20041001
STEVEN WITKOWSKI & JOHN WITKOWSKI

SITE NAME: Strawberry Lake
SITE NUMBER: MN05
ATTY/DATE: Hessian & McKasy; 7/27/16

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 4th day of January, 2017 between Sigrid Lindsay, a widow with an address located at 35046 County Highway 34, Ogema, Minnesota 56569, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 35046 County Highway 34, Ogema, MN 56569 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately ten thousand (10,000) square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 35046 County Highway 34, Ogema, Minnesota 56569, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twenty (20) foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of

the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. LESSEE will maintain at its own cost and expense commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. LESSEE will agree to include the LESSOR as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss - Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

LESSOR hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR agrees that at such time and in the future, and at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence, and LESSOR will include LESSEE as an additional insured.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at 218-983-3498, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial

terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's Interest in the Property as a result of the death of LESSOR, whether by will or Intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail,

return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Sigrid Lindsay
 35046 County Highway 34
 Ogema, MN 56569

LESSEE: Verizon Wireless (VAW) LLC
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, LESSEE may terminate the Agreement if LESSEE's Use is not restored within 45 days.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no

less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Sigrld Lindsay

By: Sigrld Lindsay

Date: 7-30-2016

WITNESS

Richard R. Lindsay

LESSEE:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: J. A. Martin
James R. Martin
Director - Network Field Engineering

Its: _____

Date: 4/4/16
1/4/17 JLM

WITNESS

Mark Moffatt

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The South One-half of the Southeast quarter (S½ SE¼) of Section Twenty-seven (27), in Township One Hundred forty-two (142), North, of Range forty (40) West of the Fifth (5) Principal Meridian.

AND

The Southwest Quarter (SW¼); and the Northwest Quarter of the Southeast Quarter (NW¼ SE¼); all in Section Twenty Seven (27), Township One Hundred Forty Two (142), Range Forty (40).

EXCEPT THE FOLLOWING PARCELS:

Commencing at the northeast corner of the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 27, Township 142 North, Range 40 West in Becker County, Minnesota, thence by the following three courses, viz:

Southerly along the East line of the aforesaid Northwest Quarter of the Southeast Quarter (NW¼ SE¼) a distance of 814 feet to the northerly line of the public road as now established; thence northwesterly along the North side of the public road aforementioned to a point that is 98.7 feet West of the northwest corner of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of Section 27, Township 142 North, Range 40 West; thence easterly along the North line of the South Half of Section 27, Township 142 North, Range 40 West a distance of 2,711.5 feet to the point of beginning and there terminating.

(Parcel 1)

A parcel of land located in the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), Section Twenty-seven (27), Township One Hundred Forty-two (142) North, Range Forty (40) West, more particularly described as follows: Starting at the geological survey bench mark in the NW¼ of the SE¼, Section 27, Township 142N, Range 40W, thence East a distance of 50 feet, more or less, then North 127½ feet, more or less, to the center of the old Government Road, being the true point of beginning; then South a distance of 352.5 feet, then West a distance of 346.5 feet, then North 463.5 feet, more or less, to the center line of the old Government Road, then in an East-Southeasterly direction following the center of the old Government Road a distance of 360 feet, more or less, to the point of beginning.

(Parcel 2)

The Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE¼ SE¼ SE¼) of Section Twenty-seven (27), Township One Hundred Forty-two (142) North, Range 40, according to the certified Plat thereof on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

(Parcel 3)

A tract in the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section 27, Township 142 North of Range 40, West of the 5th P.M., described as follows, to-wit:

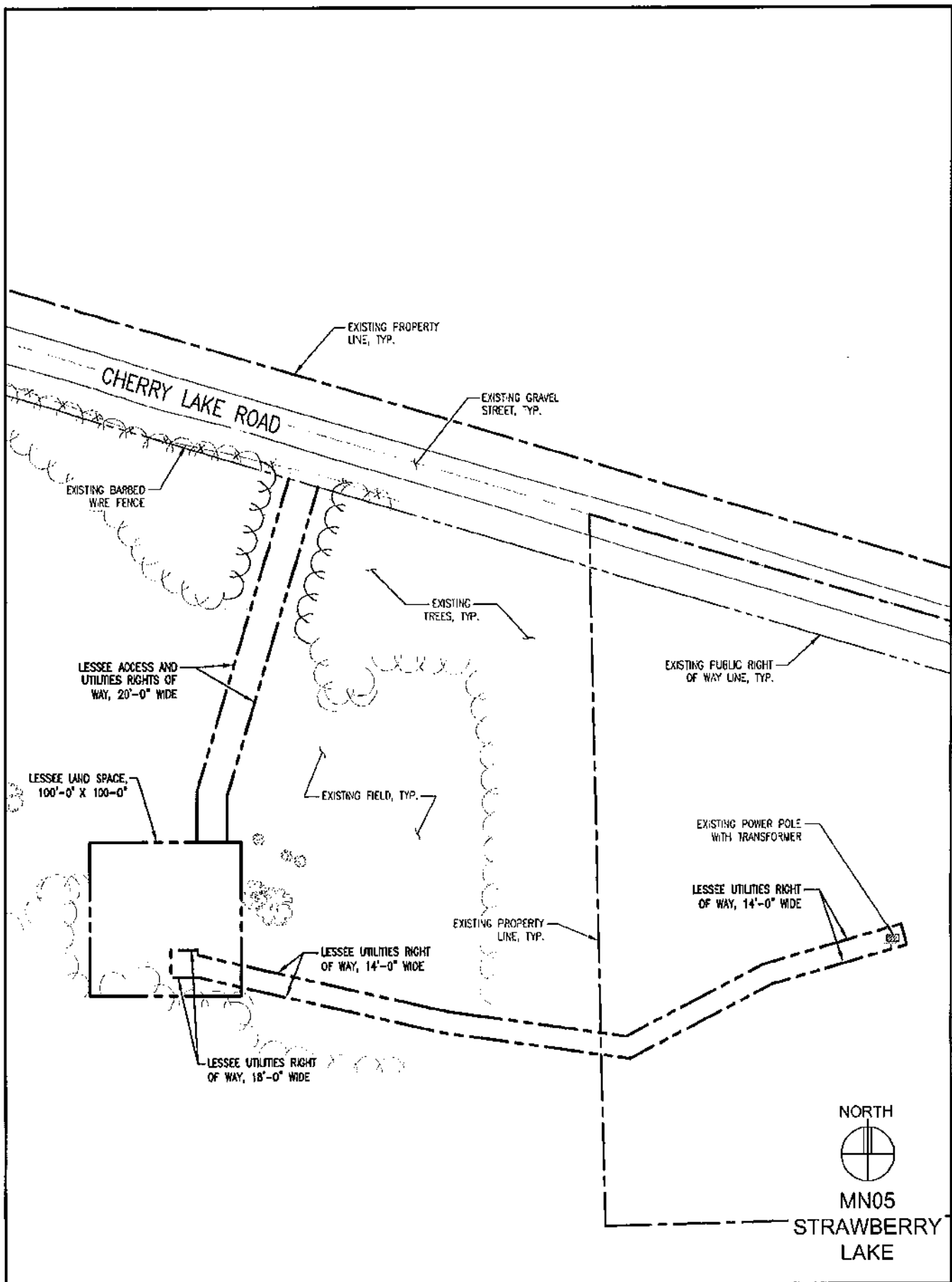
Beginning at a point on the south line of said NE¼ SE¼ which bears South 89 degrees 57 minutes West 467 feet from the Southeast corner thereof; thence running North 53 degrees West 193.4 feet to the southerly line of the public road; thence North 73 degrees 30 minutes West along said Southerly line of public road to the West line of said NE¼ SE¼, thence South along said West line 433.0 feet to the south line of said NE¼ SE¼, thence East to the point of beginning.

A plat of survey of the above land is recorded on page 261 In Book 3 of Becker County Surveyor's Records on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

(Parcel 4)

EXHIBIT "B"
SITE PLAN OF THE PREMISES

See attached



SITE SURVEY

PROPERTY DESCRIPTION (per the Republic's Books of Title Insurance Map of the Government of
Nigeria of the 1st day of July 2014)

The land related to the Brumby area is described as follows:

Re South One-Half of the Southeast quarter (318 ACES) of Section Twenty Seven (27), in Township One North Range Two (121), North of Range Two (426 West) of the T20N (37) R20W of Madison.

the San Joaquin Quarter (1873), and the Harbort Quarter of the Southwest Survey (No. 4 Station Twenty Seven (17), Township One Hundred Forty Five (112), Range Forty (40).

DEPT THE POLYMER PHYSICS

[illegible]

Printed by

[illegible]

१५५

10 The Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NE 1/4 SW 1/4 SE 1/4) of Section Twenty-seven (27), T20N, R10E, M2S, Township Forty-two (42), North, Range 10, East, is the portion of Map 10-1000 on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

1993

It was in the hospital during the following week (24th Feb) of March 1972 that I began to feel of the old PM, described as follows (p. 10):

Regulation

[illegible]

A plan of survey of the debt and is recorded on page 211. A Book of Fisher County Surveyor's Records for the year of 1908 in the office of the County Recorder is the for Fisher County Surveyor.

SCHEDULE OF EVENTS: (per the Republic National Life Insurance Company Rate Conferences) by NHTA, effective date March 22, 2008

100

LAND SPACE DESCRIPTION

Not part of the Southern Division of Section 27, Township 143 North, Range 90 East of the Fifth Principal Meridian, Parker County, Wyoming. Reserved as before.

[illegible]

Access to full-text rights of print description

A \$0.00 net sale right of way for growth, access and utility easement over, under and across the Southwest Quarter of Section 27, Township 18 North, Range 60 West of the First Principal Meridian, Jackson County, Nebraska, the number of feet and type of way is described as follows:

Commencing at 114 000000' depth of the Southwest Quarter of said Section 27, Range North 01 degree 11' north, 23 seconds east, along the South line of said Southwest Quarter, a distance of 343.65 feet to the Southwest corner of said Southwest Quarter, thence North 01 degree 11' north, 23 seconds east, a distance of 100.00 feet to the Northwest corner of said Southwest Quarter, thence North 01 degree 11' north, 23 seconds east, a distance of 100.00 feet, thence North 01 degree 05 minutes 00 seconds east, a distance of 182.63 feet to the point of beginning of the township to be described, thence North 01 degree 05 minutes 00 seconds East, a distance of 24.08 feet, thence North 01 degree 05 minutes 00 seconds East, a distance of 111.11 feet to the north right corner of said 1/4 of 36, thence South and east thence West thence North.

The above is a true and correct copy of the original as shown to me by the person who provided it to me. I am not responsible for the accuracy of the information provided.

PROPOSED UTILITY EASEMENT OVER EARTHWORK

A 2014 report filed pursuant to 10595 requires that, while not covered by the Subversive Control of Section 87, Tennessee 10595, Report 42, part of the FBI Records of the, District Council, Memphis, the carrying of said weapon is not covered by 10595 as follows:

Commencing at the southwest corner of the Southwest Quarter of Lot 36, T2N, R2E, S4E, 1st degree 43 minutes 23 seconds west along the South line of said Southwest Quarter, a distance of 245.55 feet to the corner where the said Southwest Quarter meets the North line of the 22nd Township, a distance of 2008.25 feet, thence North 72 degrees 15 minutes 23 seconds East, a distance of 27.32 feet to the point of beginning, thence by the described 2nd degree 43 minutes 23 seconds West, a distance of 750.00 feet to a point where the line intersects the North line of the 22nd Township, a distance of 1100.00 feet and from thence thence Northerly.

NOTE 1-2.3 with

© 1992 by the copyright holder for this journal and the publisher. The content of this journal is described as follows:

beginning of the primary. Starboard Point "A", starboard Horn 94 degrees 00 minutes 00 seconds East, a distance of 307 ft. starboard Horn 77 degrees 15 minutes 21 seconds East, a distance of 113 ft. 4 in. Port side Horn 82 degrees 15 minutes 44 seconds East, a distance of 172.00 feet. Port side Horn 72 degrees 15 minutes 23 seconds East, a distance of 164 ft. Port. Starboard Horn 71 degrees 15 minutes 26 seconds East, a distance of 94.00 feet and 1 mile southeast. HORN, LAMP, HORN.

DESIGN 1

SITE NAME:

WINE STRAWBERRY LAKE

Order Code 40101

[illegible]

I HEREBY CERTIFY THAT THIS DOCUMENT WAS
 PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
 AND THAT I AM A QUALIFIED AND COMPETENT PERSON
 UNDER THE CARE OF THE BOARD OF MEDICINE

SIGNATURE: [Signature] DATE: 11/1/88
 TITLE: PHYSICIAN

[illegible]

WIDSETH SMITH NOTING

[English](#) | [Deutsch](#) | [Französisch](#) | [Español](#)

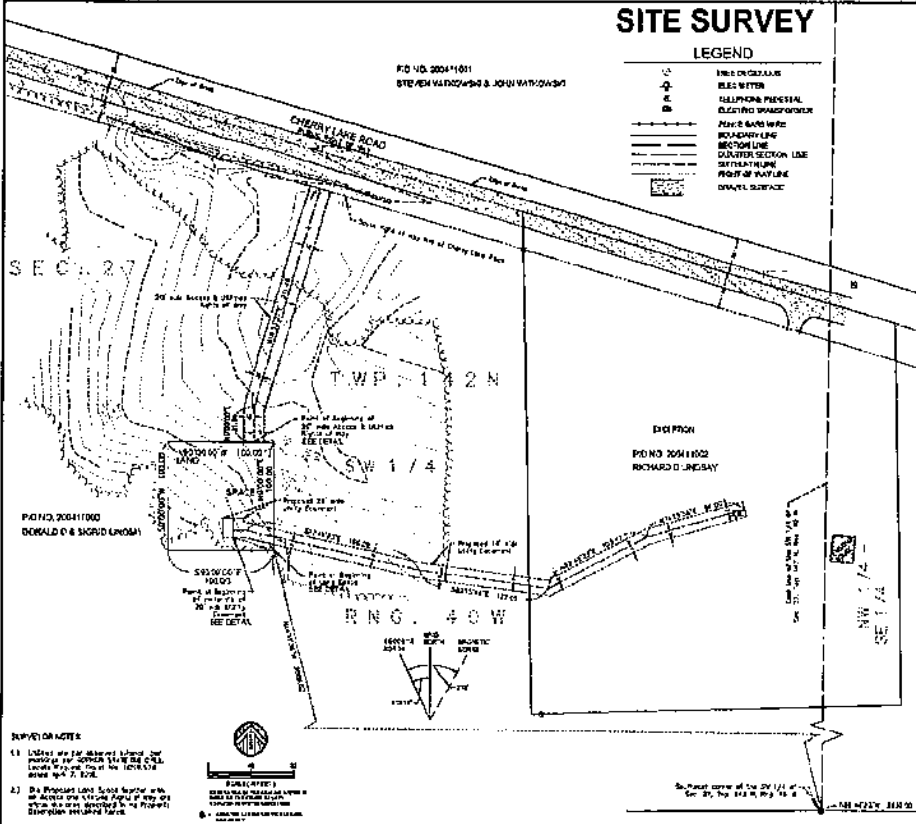
SHEET 1 OF 2 SHEETS

SITE SURVEY

LEGEND

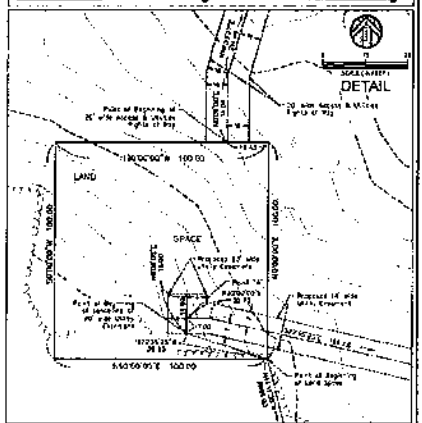
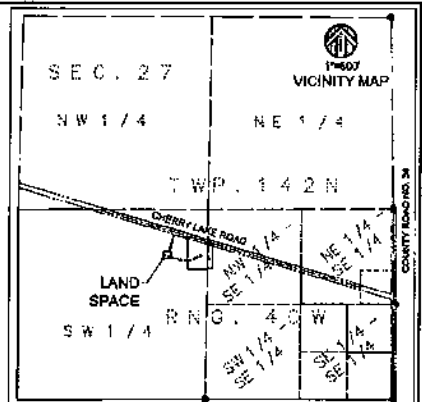
	IRON OR STEEL PIPE
	ELECTRIC METER
	TELEPHONE PEDIESTAL
	ELECTRIC TRANSFORMER
	2" WATER PIPE
	BOUNDARY LINE
	SECTION LINE
	QUARTER SECTION LINE
	OUTCROP LINE
	POINT OF SURFACE
	GRAVEL SURFACE

PLO 100, 2004-1001
STEVEN WADSWORTH & JOHN WATSON



SURVEYOR'S NOTES

- 1) Survey was performed under the provisions of the Surveying Act, R.S.O. 1990, Chapter S. 27, as amended.
- 2) The proposed land space is shown with an area of 1.0000 acres, or 136,368 sq. ft. The area is shown in the property description, enclosed herein.



DESIGN 1

SITE NAME:
MOMS STRAWBERRY LAKE
Dufferin County, Ont.

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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PREPARED BY: STEVEN WADSWORTH & JOHN WATSON
DATE: 12/20/16
SCALE: 1" = 100'



WIDSETH SMITH NOLTING
Engineering | Architecture | Planning | Environment
SHEET 2 OF 2 SHEETS



January 10, 2017

Becker County
Planning and Zoning
915 Lake Avenue
Detroit Lakes, Minnesota 56501

Re: Letter of Intent for Shared Use of a Verizon Wireless 300' Self-Support Tower at Cherry Lake Rd, Ogema, MN, 56569/VZW MN05 Strawberry Lake

To whom it may concern:

I am providing this statement to comply with Becker County zoning regulations related to shared-use of proposed telecommunications towers.

Verizon Wireless including any successor company agrees to allow future collocations on the above-referenced facility, where reasonable and structurally feasible. Such shared use shall be allowed by Verizon at the proposed facility provided that users applying for shared use agree in writing to meet reasonable industry terms and conditions for the use.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marcia Wine Paine".

Marcia Wine Paine
Real Estate Specialist
Verizon Wireless



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2016-AGL-13277-OE

Issued Date: 09/28/2016

Network Regulatory
Rural Cellular Corporation
1120 Sanctuary Pkwy
#150 GASA5REG
Alpharetta, GA 30009

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Strawberry Lake 616043377
Location:	Becker, MN
Latitude:	47-05-01.97N NAD 83
Longitude:	95-44-03.58W
Heights:	1578 feet site elevation (SE) 309 feet above ground level (AGL) 1887 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 L, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 03/28/2018 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (847) 294-7575. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2016-AGL-13277-OE.

Signature Control No: 304678415-305886378
Vivian Vilaro
Specialist

(DNE)

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2016-AGL-13277-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

December 2, 2016

Mr. Brian Schriener
Design 1 of Eden Prairie
9973 Valley View Road
Eden Prairie, MN 55344

RE: Proposed 300' Self-Supporting Tower for MN05 Strawberry Lake, MN

Dear Mr. Schriener,

Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 89 mph with no ice (115 mph Ultimate Risk Category II) and 50 mph with 1/2" radial ice, Structure Class II, Exposure Category D, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This is likely to result in the portion of the tower above "folding over" onto the portion below, essentially collapsing on itself. ***Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles.*** In the unlikely event of total separation, this, in turn, would result in collapse within a radius equal to 1/2 of the tower height.

Sincerely,

Robert E. Beacom, P.E., S.E.
Senior Design Engineer

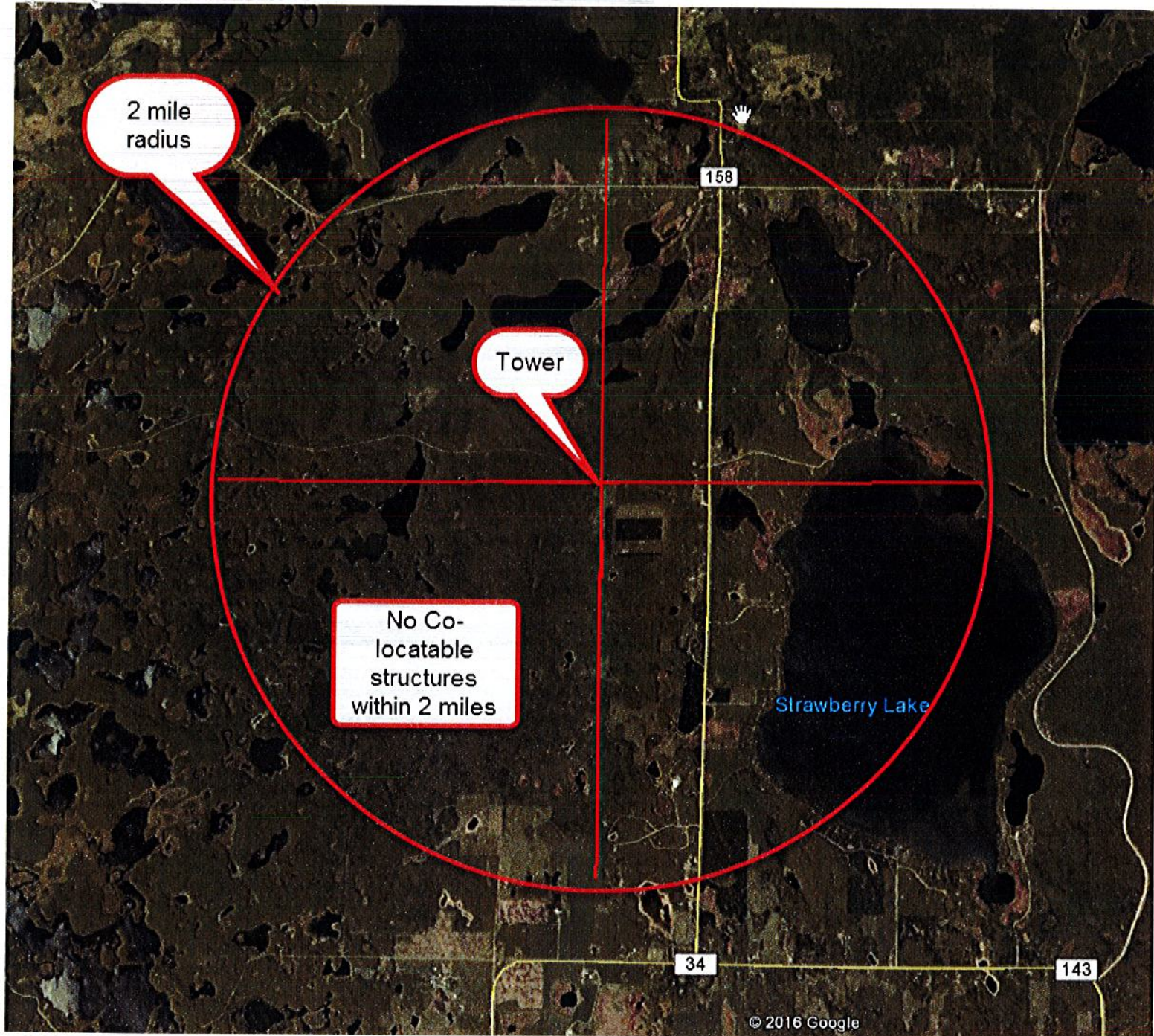
PROFESSIONAL ENGINEER

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the Laws of the State of Minnesota.

Print Name Robert E. Beacom

Signature 

Date 12/2/16 License #49156



2 mile
radius

Tower

No Co-
locatable
structures
within 2 miles

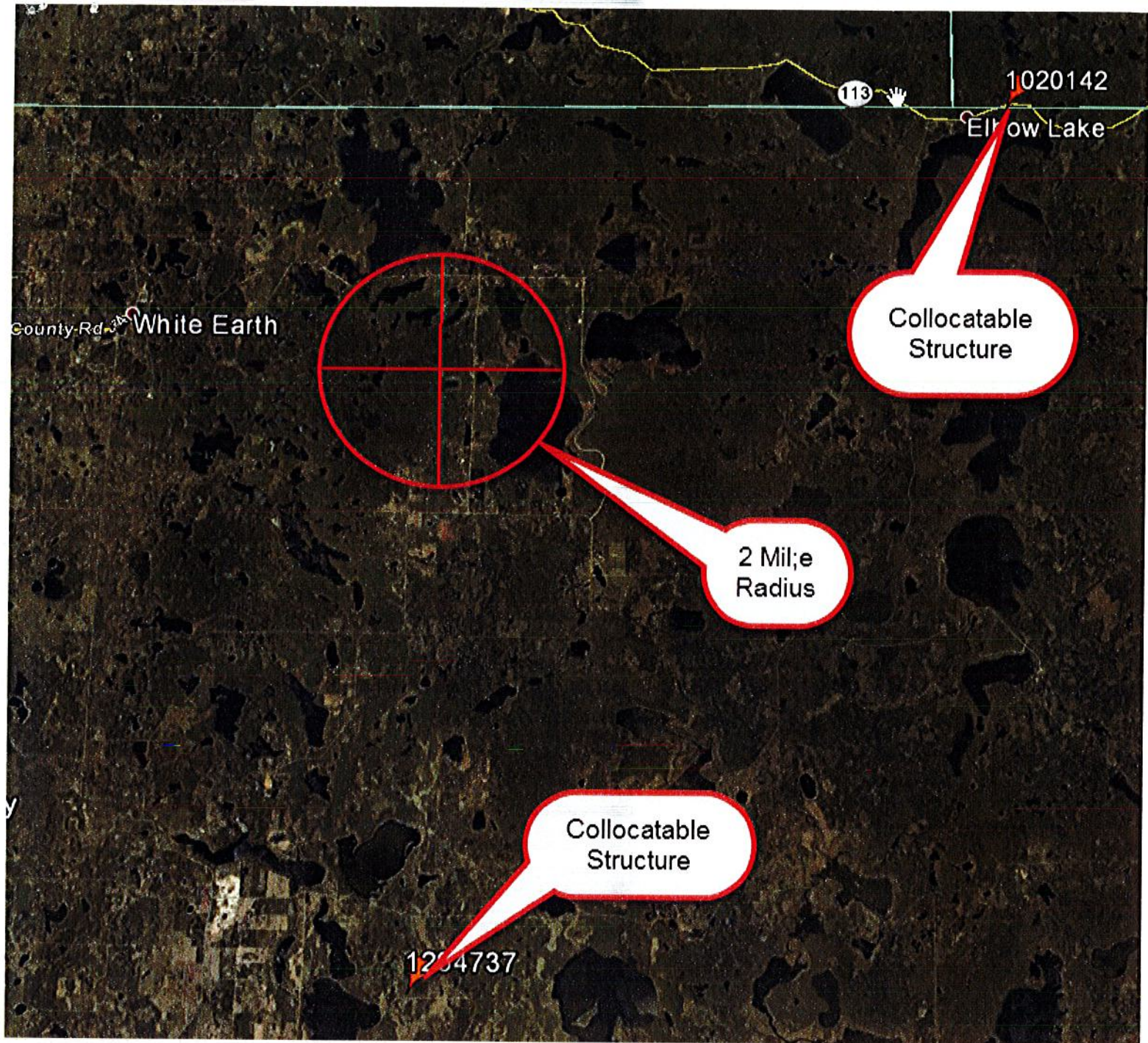
Strawberry Lake

158

34

143

© 2016 Google



1020142

Elbow Lake

113

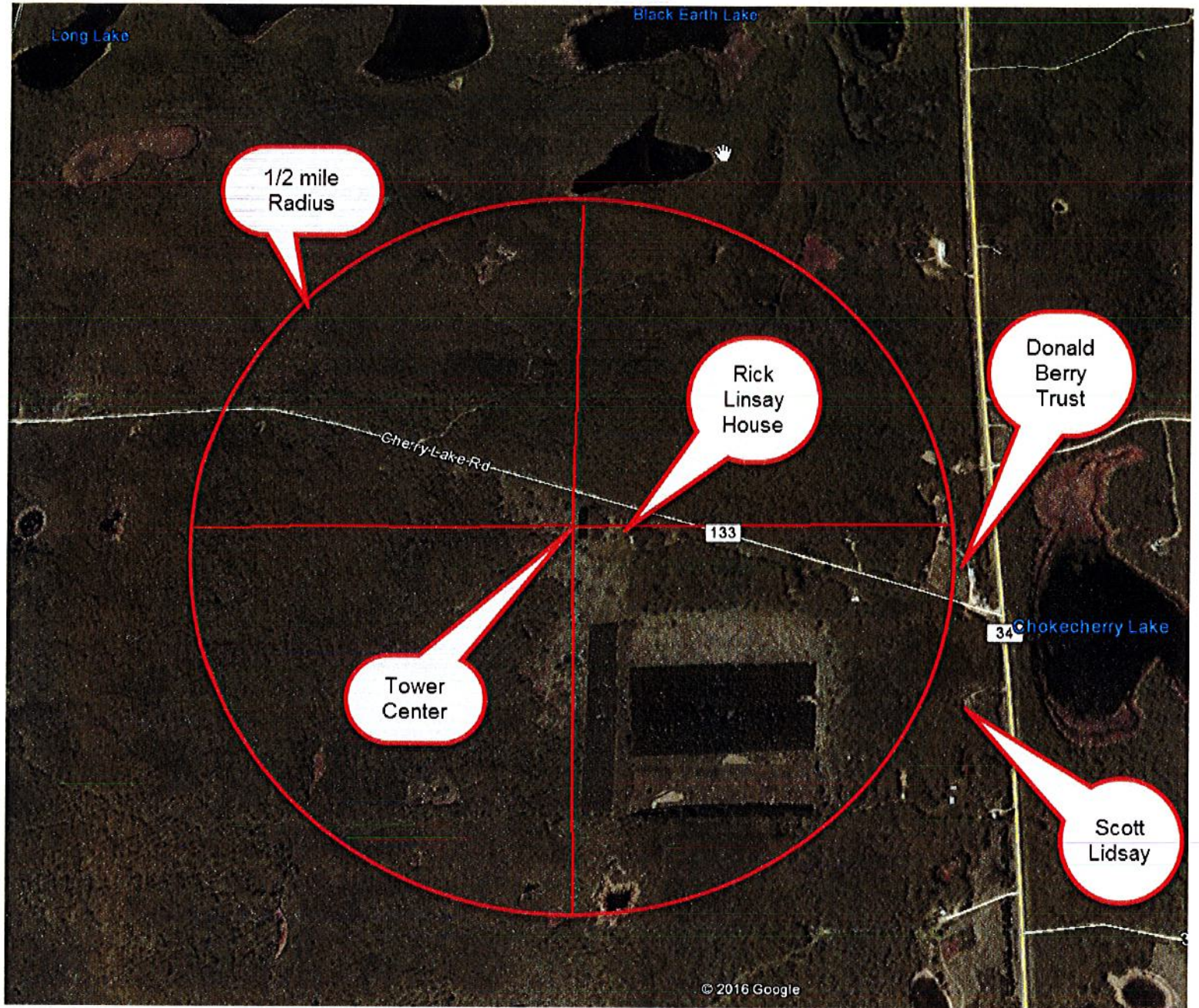
County Rd 36 White Earth

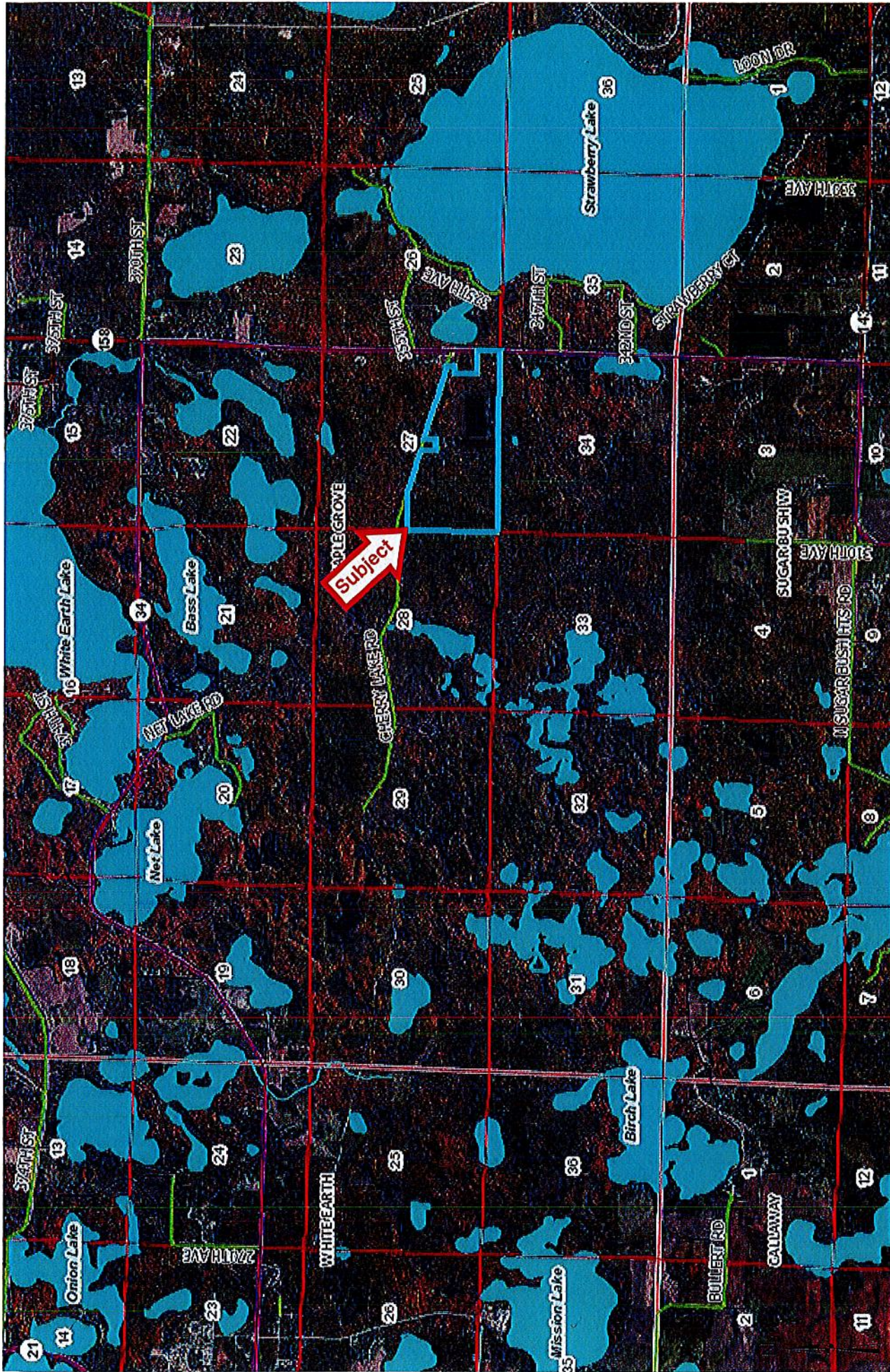
Collocatable
Structure

2 Mile
Radius

Collocatable
Structure

1204737





<p>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.</p>		<p>1:44,930</p>	
<p>20.0411.000</p>		<p>Date: 2/27/2017</p>	
<p>SIGRID LINDSAY</p>		<p>Becker County</p>	



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

MAHNOMEN COUNTY

