



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: March 28, 2017

RE: Planning Commission Meeting

An informational meeting and tour has been scheduled for **Wednesday, April 5th, 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

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

Becker County Planning Commission Meeting

Tuesday April 11th ~ 7:00 P.M.

~ Tentative Agenda ~

I. Roll Call of Members

Minutes Approval for the February 14th, 2017 Meeting

Minutes Approval for the March 13th, 2017 Meeting

II. Old Business: None

III. New Business

1. **APPLICANT: Briards Hog Farm** 38501 County Hwy 56 Frazee, MN 56544
Project Location: 38501 County Hwy 56 Frazee, MN 56544 **LEGAL LAND DESCRIPTION:** Section 15 Township 139 Range 039 15-139-39 E1/2 SW1/4; NE1/4 LESS 3.2 AC IN SW COR NW1/4 NE1/4. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use permit to build a wireless facility which includes a 199 self-supported lattice tower, a 10'x14' equipment platform and a 41'x48' chainlink fence.
2. **APPLICANT: Steve Jones** 1409 7th Street South **Project Location:** 15841 W. little Cormorant RD. **LEGAL LAND DESCRIPTION:** Section 05 Township 138 Range 042 BLACKHWK MT BCH 1ST Block 001 LOT 8 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use permit to replace an old timber retaining wall that is starting to show signs of failure. Applicant is maintaining existing size just changing to new material.
3. **APPLICANT: Iron Eagle LLC** 2938 PETERSON PKY N FARGO ND 58102
Project Location: 20664 county Hwy 21 **LEGAL LAND DESCRIPTION:** Section 10 Township 139 Range 041 10-139-41 PT GOVT LOTS 1-3: COMM SLY COR NLY 175.67', SW 100.12', E 412.22', NLY 254.28', NW 46.85', W 74.74', N 34.83', NLY 101.06', NW 71.94' TO POB; ELY 110.93', NE 259.73', SE 132.51', E 161.2' TO CTR CO HWY 21, N AL CTR RD 670.53', W 50', N 997.5', W 572.33', S AL CLARKS GR RD 607.84', E 60', S 123.06', E 83', S 157.38', SWLY 150.6', S AL CLARKS GR RD 409.36', SLY 83.42', W 7.71', SLY 128.86', SE 54.02', S 153.09'. **APPLICATION AND DESCRIPTION OF PROJECT:** Request to rezone from Agriculture to Residential.

4. **APPLICANT:** Susan Carr 3800 W Hedges RD **Project Location:** 20705 W Toad Lake Dr. Osage **LEGAL LAND DESCRIPTION:** Section 08 Township 139 Range 038 W1/2 OF NE1/4, GOVT LOT 1 LESS SYLVAN SHORES PLAT & LESS 1.24 AC; GOVT LOT 2 LESS S 320' E OF TWP RD & LESS TWP RD. **APPLICATION AND DESCRIPTION OF PROJECT:** Request to rezone from Agriculture to Residential and certificate of survey for two tracts of land with parcel 1 consisting of 73,900 square feet and parcel 2 consisting of 65,700 square feet.

5. IV. Other Business

- 1) **Tentative Date for Informational Meeting:**
Wednesday, May 3rd, 2016; 8:00 am; Zoning Office
- 2) **Other Business**

V. **Adjournment**

**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 Merritt, 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 Merritt 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 the property and that it had some drainage issues and shoreline issues, they went through SWCD and made a plan for the drainage issues. Larry Muff then designed and installed a wall to control drainage.

Ron Christianson explained that although the wall was built well, he does not believe Thompson needs the retaining wall, and that he had sent out an extensive letter explaining why. He said that he had talked to the previous owners of the property and they said there was not erosion before the wall was built.

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

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

John Lien stated it was about a 50 ft 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 is needed; if Thompson could have taken care of it with vegetation buffer, and if the wall was recommended in the design from SWCD.

Bruce Thompson stated they had tried a vegetation buffer and it did not seem to work, but they 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 was a nice looking retaining wall. He also felt that the ordinance did not require a retaining wall be designed by a professional. The only concern he had was that the wall was in the shore impact zone, he did not note any other issues.

Jeff Moritz thought the wall could be removed and area replanted. There are 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 placed on the property and new windows in the house; he didn't know when the deck was put on. He stated that steps to the dock were added to the bunk/boat house. The retaining wall is designed to keep mud out of the cabin and to keep Thompson's property dry

Jim Brufloft asked about the retaining wall height.

Larry Knutson stated that the retaining wall was along the east side of building.

Jim Brufloft asked if the snow had an effect on the board's decision by limiting the visibility.

Mary Seaworth stated that she was concerned about the snow cover. She also noted its location in the shore impact zone.

Larry Knutson stated that Mr. Thompson was in violation of the zoning ordinance.

Harry Johnston stated that they had seen enough of the wall to make a decision.

John Lien stated he didn't think they needed to table the application.

Bruce Thompson asked the commission to make a decision and stated he did not want to table the application.

Jim Kaiser asked if it was not an after the fact application would he get the wall?

Jim Bruflodt said no.

MOTION: Bob Merritt made a motion to DENY the request for a Conditional Use Permit to install a retaining wall built around lake house to control drainage into lake. No erosion control problems existed before it was constructed and the retaining wall was not needed or designed by a professional. If the Becker County Soil and Water District 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 when not in use by the family. He stated he had rented it about 40 days last year. They want to be good stewards of the lake. He explained the neighbors have signs that say "please do not run or walk on the road".

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

Bruce Thompson explained the previous couple used the boat house as a study and Mr. Thompson had put in the bunk beds after they bought the property.

Jim Kaiser asked if there was electricity in the boat house when they bought it.

Harry Johnston asked if this should be two separate issues.

Jim Bruflodt stated he had no problem renting, the problem he had was the bunk house.

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

138
 139 Bruce Thompson stated it was very close, and that the bunk house used to be used as an
 140 old man's man cave, it has sliding doors like a barn.
 141
 142 Larry Knutson asked why Mr. Thompson was at the Planning Commission.
 143
 144 Bruce Thompson stated that it was because of neighbors' complaints.
 145
 146 Neighbor, Arden Niemi, stated they had issues with traffic, and that he was concerned
 147 with the liability associated with the increase in traffic. He had told the renters to be
 148 quiet and they cussed and swore at him. He also stated that he disputed the grandma and
 149 grandpa renting of the property and 40 days claim as presented by Mr. Thompson.
 150
 151 Jim Kaiser asked if there was a road easement for the property.
 152
 153 Arden Niemi stated there was.
 154
 155 Ron Christianson stated that the previous owner used the boat house as a study or
 156 informal office and that the private drive had to go through Niemi's yard. He also stated
 157 that the driveway was quite an inconvenience and a liability.
 158
 159 Julia Miller stated she knew the previous owner and that she believed that renters didn't
 160 care about the lake and its environment. She was concerned for the loons, because the
 161 renters don't know about the wildlife.
 162
 163 Jim Bruflodt asked about the letters, Mr. Ramstad Skoyles, read several letters and then
 164 summarized the remaining letters.
 165
 166 Harry Johnston asked about Wilkerson Lane and if it was a private road? He also asked
 167 if Thompson had legal access?
 168
 169 Dylan Ramstad Skoyles stated they have easement and it is a road.
 170
 171 Jeff Moritz stated that he believed that the renters were the problem, and there was no
 172 rental agreement or business plan submitted with the CUP. He also noted that many of
 173 the neighbors brought complaints, but no evidence suggests that authorities were called.
 174
 175 Jim Bruflodt stated he grew up on a lake, and was always fearful of disrespect. He had a
 176 problem with the bunk house being living quarters.
 177
 178 Mary Seaworth thought the easement had been in effect, but that the renters and property
 179 owners should have some respect for everyone who shares the road
 180
 181 John Lien stated he was concerned about the driveway, and it was unreasonable to use the
 182 property as a rental.
 183

Harry Johnston asked Mr. Thompson about the possibility of creating another driveway.

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

Ray Thorkalson stated he had a problem with the whole thing.

MOTION: Ray Thorkildson made a motion to deny the 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 amount of people could affect the neighbors because they must drive down the road. The effect is largest on the neighbor considering how close the neighbor is to his property and how the driveway is situated. The Zoning 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. The Zoning office had received complaints that indicate that the road may not be adequate for the traffic.

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.

Depending on the number of people and type of vehicles associated with the renters on site 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.

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.

Is a nuisance per neighbors' complaints.

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;

Renting in of itself should not increase the pollution on the property assuming the septic system is compliant and working and that the renters contain their garbage in legal containers.

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

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

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

The renting of the property and additional bedrooms in the bunk house would result in the possibility of too many people for the size of system. This would make the present system inadequate.

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

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

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

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

Dylan Ramstad Skoyles Explained the application.

257
258 Jim Buflodt asked Mr. Hertell to explain what he meant by gun manufacturing.
259

260 Kyle Hertell stated he planned on working on guns to make them functional and
261 also, he would make ammunition magazines and trigger mechanisms.
262

263 Larry Knutson asked if he needed to shoot the guns?
264

265 Kyle Hertell stated he had a test firing field with a mound on his property that he
266 currently used for personal use.
267

268 Larry Knutson asked the direction he shot?
269

270 Kyle Hertell explained he shot north.
271

272 Larry Knutson asked if he lived there?
273

274 Kyle Hertell replied yes and he is rebuilding the mobile homes that he has on his
275 property.
276

277 Jim Kaiser asked if people will bring guns out to the house?
278

279 Kyle Hertell replied yes.
280

281 Jim Bruflodt questioned the signage and the type of signs that would be on the
282 property.
283

284 Kyle Hertell explained the signs are about the gun business, there would be three
285 of them.
286

287 John Lien stated that it looked like plenty of property, and he did not see a
288 problem.
289

290 Larry Knutson stated he was concerned about the shooting times.
291

292 Kyle Hertell asked if he could have a 9 A.M to 5 P.M. shooting time because that
293 would be his business hours.
294

295 Jim Kaiser 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.
302

John Lien proposed 9 A.M to 4 P.M.

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 for gunsmithing and firearms manufacturing will not affect the property. There is usually shooting associated with those activities and that could affect surrounding property. Mr. Hertell is proposing this project on an 80 acre property 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.

There is sufficient off-street parking and loading space available.

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

Becker County Planning Commission

March 13, 2017

Members Present: Vice Chairman John Lien, Harry Johnston, County Commissioner Larry Knutson, Mary Seaberg, Jeff Moritz, Jim Kovala, Dave Blomseth, Mary Seaworth, Bob Merritt, Planning and Zoning Supervisor Dylan Ramstad Skoyles and Planning and Zoning Technician Kyle Vareberg.

Vice Chairman John Lien called the Planning Commission meeting to order at 7:00 pm. Planning and Zoning Technician Kyle Vareberg recorded minutes. Intros were given.

Vice Chairman John Lien 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 April 13th, 2017.

Vice Chairman John Lien made a motion to table the minutes for February 14th, 2017. Harry Johnston seconded. The motion passed.

Old Business: None

New Business:

1. **FIRST ORDER OF BUSINESS: APPLICANTS: 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.

Dylan Ramstad Skoyles presented the application.

Jon Nettleton introduced himself and proposed his request for a Conditional Use Permit for a greenhouse and the sale of puppies.

Jim Kovala questioned the hours of operation of 8 AM to 8 PM.

Nettleton stated the greenhouse operation would be short lived from spring to fall and the evening hours of operation would be for sale of the puppies which would be made by appointment.

Kovala asked if more dogs would be used in the future.

Susie Johnson, the owner of the business, said at this point it is just six pugs for breeding. However, in the future her and Nettleton would like to get one more set of breeding dogs.

47 John Lien asked about the scope of the operation and how big it would possibly be in
48 terms of the total number of dogs.

49

50 Ms. Johnson stated she was attempting to get a licence from the State of Minnesota to
51 breed dogs. She said the State requires a minimum of 10 adult dogs and they do not
52 currently meet the requirement.

53

54 Mary Seaberg asked about further information on the licence.

55

56 Ms. Johnson said if they were to get the licence they would have a maximum of ten adult
57 dogs and the State would be inspecting the operation.

58

59 Nettleton said the dogs would stay in the house and not in a kennel.

60

61 Lien stated that absent Commission member Jim Kaiser gave a good report on his
62 findings.

63

64 Dylan received one written correspondence to the Conditional Use Permit from Debra
65 Swenson, it read as follows:

66

67 *March 7, 2017:*

68 *To: Planning Commission of Detroit Lakes*

69 *Re: Jon Nettleton Application Conditional Use Permit to sell flowers, vegetables and*
70 *puppies*

71 *Dear Commission:*

72 *I have some concerns regarding the application especially since the letter does not state*
73 *how large a business this will be or the experience of the owner in the breeding of*
74 *animals. The main concerns are highway safety, backyard breeding concerns (especially*
75 *in relation to profit over welfare) and nuisance dog barking (which already exists in the*
76 *area).*

77 *County Highway 4 is known for heavy and fast traffic during three seasons of the year.*
78 *Several individuals jog and walk in front of this proposed business. There is no turning*
79 *lane, no reduced speed limit, and no adequate parking at the proposed business.*

80 *A thorough evaluation of this project is requested.*

81 *Sincerely,*

82 *Debra Swenson*

83 *Halvorson Beach Road*

84 Larry Knutson stated without a kennel the number of dogs would be limited in size.
85 However, he found no other concerns.

86
87 John Lien questioned if the board should put a limit on the number of adult dogs to be
88 used for breeding.

89
90 Jim Kovala said he was under the impression the Conditional Use Permit was asking for
91 one set of breeding pugs. He expressed his concern that with multiple litters of puppies
92 the total number could rise up to 30 dogs and he believes that's too many.

93
94 Mary Seaberg referenced the State License and inspections.

95
96 Ms. Johnson stated it is a thorough inspection by the State that ranges from welfare of the
97 dogs to their breed documentation.

98
99 Seaberg asked if there were any more buildings on the property.

100
101 Nettleton said they have a 16' x 24' building for the dogs. Ms. Johnson referred to it as a
102 miniature house for the dogs. Nettleton said litters stay for eight weeks, all sales are made
103 by appointment, and they are particular about their customers. Ms. Johnson mentioned
104 the pugs litter is approximately three to four puppies and they would have limited litters
105 at a time.

106
107 Kovala asked how many dogs they currently have.

108
109 Ms. Johnson said six pugs.

110
111 Knutson asked if they could provide a future total number of dogs.

112
113 Nettleton said it would be hard to come up with a total number because the litters vary in
114 size. He said the puppies take up very little space and are quiet. They are not let outside
115 until they are six weeks old, then they are placed in a play pen.

116
117 John Lien brought up the neighbors concerns.

118
119 Nettleton said they have a fence and limited number of neighbors.

120
121 Seaberg asked where the neighbors live.

122
123 Nettleton stated one eighth of a mile to a quarter mile away and on the opposite side of the
124 road.

125
126 Jeff Moritz asked how they plan to ensure the litter's will sell.

127
128 Ms. Johnson said at eight weeks the puppies will have a home no matter what.

129

130 John Lien explained that at any time due to non-compliance the Conditional Use Permit
131 can be revoked.
132
133 Nettleton acknowledged.
134
135 Moritz asked at what age does a dog become an adult.
136
137 Ms. Johnson said the State defines an adult dog at one year of age.
138
139 Bob Merritt asked about waste management.
140
141 Nettleton said the waste is distributed in the woods, they have 13.5 acres.
142
143 Merritt mentioned there would be a significant amount of waste and as production
144 increased, so would waste.
145
146 Nettleton acknowledged and stated it would be handled.
147
148 Lien asked if waste is a part of the certification from the State.
149
150 Ms. Johnson said yes.
151
152 Merritt acknowledged they clean the area where the dogs are kept but questioned how it's
153 handle afterwards.
154
155 Susie said the waste goes into the dirt and becomes compost.
156
157 Merritt mentioned there could be lots of nitrate involved.
158
159 Ms. Johnson said they are little dogs and don't produce much waste.
160
161 Jeff Moritz asked if the area they clean up has any slope, and if so, where does it slope to.
162
163 Nettleton said its fairly flat with minimal slope. He also said Susie cleans the area
164 regularly.
165
166 Moritz asked where the waste goes.
167
168 Nettleton said they spread it out in the woods.
169
170 Harry Johnston asked approxmately how many dogs there would be. Lien seconded.
171
172 Nettleton said a maximum of ten adult dogs.
173
174 Moritz stated ten adult dogs seems appropriate for the property as long as the puppies are
175 sold.

There was no further discussion by the Commission.

MOTION: Jeff Moritz made a motion to approve the request for a Conditional Use Permit to sell flowers, vegetables and puppies. Moritz adopted the following findings and limited the total number of adult dogs to ten:

Jon Nettelton has submitted a Conditional Use Application to sell flowers, vegetables and puppies. Chapter eight section eleven part F of the zoning ordinance outlines six findings and criteria for approving a conditional use. The Planning Commission has reviewed the application and makes the following recommendations:

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 applicant has indicated that they will not be kenneling nor doing any dog care except for their own dogs. They also want to sell flowers and vegetables a few months of the year. The Commission feels that this will result in limited amounts of traffic for a few months of the year. The property is large with few neighbors in the immediate vicinity. These conclusions lead the Commission to believe that this use will not harm any of the neighboring properties.

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.

The proposed use should not affect any area development in the future.

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

Yes, the property is easily accessible.

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.

The property has adequate parking.

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.

212 The sale of flowers and vegetables will not be a nuisance unless there are a
 213 large amount of customers which can be mitigated by limiting the hours
 214 and having adequate parking. There are not residences in the immediate
 215 vicinity which should also mitigate any noise from the puppies and
 216 customers. There is also a large amount of trees to provide a noise buffer.

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

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

221 Property is not on public water.

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

224 Property is not on public water and is heavily wooded.

225 c. **Adequate utilities.** That the site has an adequate water supply and on-site
 226 sewage treatment;

227 Yes.

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

230 Not on a public water.

231
 232
 233

234 **Harry Johnston seconded the motion. Bob Merritt abstained. Motion carried.**

235
 236

237 2. **SECOND ORDER OF BUINESS: APPLICANT: Singrid Lindsay 35046**
 238 **Hwy 34 Ogema, MN 56569 Project Location: Cherry Lake Rd LEGAL LAND**
 239 **DESCRIPTION: Section 27 Township 142 Range 040 SW1/4; & NW1/4 SE1/4**
 240 **EX 28.64 AC; PT NE1/4 SE1/4 S OF RD & 467' W OF SE COR AKA 6.09 AC;**
 241 **& S1/2 SE1/4 EX NE1/4 SE1/4 SE1/4 APPLICATION AND DESCRIPTION**
 242 **OF PROJECT: Singrid Lindsay 35046 Hwy 34 Ogema, MN 56569 Project**
 243 **Location: Cherry Lake Rd LEGAL LAND DESCRIPTION: Section 27**
 244 **Township 142 Range 040 SW1/4; & NW1/4 SE1/4 EX 28.64 AC; PT NE1/4**
 245 **SE1/4 S OF RD & 467' W OF SE COR AKA 6.09 AC; & S1/2 SE1/4 EX NE1/4**
 246 **SE1/4 SE1/4 APPLICATION AND DESCRIPTION OF PROJECT: Request**
 247 **a Conditional Use permit to build a wireless facility to include a 309 foot lattice**
 248 **tower, 10X14 foot equipment platform, and a 43X53 foot chain link fence.**

Dylan Ramstad Skoyles introduced the request for 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.

Rick Adams a representative of Verizon introduced the proposal for a 300 foot tower. Adams stated only one area on the property met the requirements for the tower. Adams said the property is very remote and a very good site for a tower. The closest residence to the west is a son of the property owner. The tower is about 300 feet from the road, the fall zone is 150 feet, and the tower will be equipped with a light. A F.A.A. report deemed the tower not hazardous.

John Lien confirmed the site is remote and didn't know if anyone would ever be able to see the tower.

Adams said the area is underserved in terms of service.

Mary Seaberg commended Adams for how much info was provided.

Dave Blomseth found no issues with the site.

No letters were received in favor or against the request

There was no further discussion by the Commission.

MOTION: Dave Blomseth made a motion to approve the request for a Conditional Use permit to build a wireless facility to include a 309 foot lattice tower, 10X14 foot equipment platform, a 43X53 foot chain link fence and to adopt the following findings:

Sigrid Lindsay has submitted a Conditional Use Application to build a wireless facility. Chapter eight section eleven part F of the zoning ordinance outlines six findings and criteria for approving a conditional use. The Planning Commission has reviewed the application and makes the following recommendations:

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 construction of the tower will not increase traffic in the area nor will it change the fundamental use of the property. This construction should not change any of the current activities and uses of the properties in the area.

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

294 Nothing should change due to the construction of the tower.

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

297 Yes, the property is easily accessible.

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

300 Parking is not an issue with this application as it is construction of a tower
 301 and parking is not needed for this use.

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

306 The construction of a tower should not create a nuisance as none of the
 307 potential nuisances listed nor can the Commission think of any others that
 308 will be created by its construction.

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

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

313 Yes, this is not applicable to the application.

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

316 The view should be limited as the construction is not on the public
 317 water and is located in a forested area.

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

320 Yes, this is not applicable to the application.

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

Yes, this is not applicable to the application.

Mary Seaberg seconded the motion. All voted in favor. Motion carried.

3. THIRD ORDER OF BUSINESS: 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.

Dylan Ramstad Skoyles introduced the request for a Conditional Use Permit for a slightly smaller tower.

Rick Adams a representative from Verizon introduced the 250 foot tower. The tower will provide coverage to the Hitterdal, MN area. Location of the tower will be on remote farm property. The placement was chosen due to how the property is farmed and it does meet the setbacks. A fall zone letter was produced to say the fall zone is 125 feet.

No letters were received in favor or against the request.

There was no further discussion by the Commission.

MOTION: Bob Merritt made a motion to approve the request for 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. Merritt adopted the following findings of:

Mattson Bros Inc. has submitted a Conditional Use Application to build a wireless facility. Chapter eight section eleven part F of the zoning ordinance outlines six findings and criteria for approving a conditional use. The Planning Commission has reviewed the application and makes the following recommendations:

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 construction of the tower will not increase traffic in the area nor will it change the fundamental use of the property. This construction should not change any of the current activities and uses of the properties in the area.

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.

Nothing should change due to the construction of the tower.

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

Yes, the property is easily accessible.

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 is not an issue with this application as it is construction of a tower and parking is not needed for this use.

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 construction of a tower should not create a nuisance as none of the potential nuisances listed nor can the Commission think of any others that will be created by its construction.

Mary Seaberg seconded the motion. All voted in favor. Motion carried.

Informational Meeting: The next informational meeting is scheduled for Wednesday, April 5th, 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, Mary Seaberg motioned to adjourn. Harry Johnston seconded. 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

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

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

April 11, 2017 @7:00 PM

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

APPLICANT:
Steve Jones
1409 7th St. S.
Fargo, ND 58103

Project Location: 15841 W. Little Cormorant Rd.,

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use permit to replace an old timber retaining wall that is starting to show signs of failure. Applicant is maintaining existing size just changing to new material.

LEGAL LAND DESCRIPTION: 170558000 Lake Eunice Little Cormorant
BLACKHWK MT BCH 1ST Block 001LOT 8, Section 05, TWP 138, Range 42

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.**



~ LAND ALTERATION PERMIT ~

BECKER COUNTY PLANNING & ZONING

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

PARCEL	
APP	Land Alt
YEAR	
SCANNED	

PARCEL NUMBER 170 558000 PROJECT ADDRESS 15841 W. LITTLE CORMORANT RD
DIRECTIONS TO PROPERTY: Highway 6 TO BLACK HAWK RD. TURN ON TO
WEST LITTLE CORMORANT ROAD.

LEGAL DESCRIPTION
BLACKHAWK MT BCH 1st BLOCK 001 LOT 8

LAKE/WETLAND/RIVER NAME LK/WETL/RIV CLASS SECTION TWP RANGE TOWNSHIP NAME
LITTLE CORMORANT 05 - 138 - 042 LAKE EUNICE

PROPERTY OWNER ADDRESS PHONE NO
STEVEN JONES 1409 7th ST. S. FARLO, ND 58103 701-566-1029

CONTRACTOR LICENSE NO PHONE NO
LAKES AREA LANDSCAPING LLC 218-841-1292

Type of Project	Project Purpose	Project Scope
<input type="checkbox"/> Vegetation Removal <input type="checkbox"/> Fill Only <input type="checkbox"/> Grading Only <input type="checkbox"/> Grading & Filling <input checked="" type="checkbox"/> Other (specify) <u>BOULDER WALL</u>	<input type="checkbox"/> Clear Land <input type="checkbox"/> Road or Driveway <input type="checkbox"/> Elevate Building Site <input checked="" type="checkbox"/> Improve Lawn <input type="checkbox"/> Other (specify)	Project Start Date <u>April 15th</u> Project Completion Date <u>May 31st</u> Project is adjacent to <input checked="" type="checkbox"/> Lake <input type="checkbox"/> Stream <input type="checkbox"/> non shoreland Name of water body <u>LITTLE CORMORANT</u> Distance work will be from Ordinary High Water Mark <u>40</u> ft
Type of Erosion Control <input type="checkbox"/> sod <input type="checkbox"/> stake-sod <input checked="" type="checkbox"/> seed only <input type="checkbox"/> seed & mulch <input type="checkbox"/> mulch only <input type="checkbox"/> other	<div>RECEIVED MAR 13 2017 ZONING</div>	Alterations: Area to be cut/excavated _____ ft _____ ft _____ ft Length Width Depth Area to be filled/leveled _____ ft _____ ft _____ ft Length Width Depth Type of Soils and/or fill material _____ Total Cubic Yards of Earthmoving Requested _____

Brief description of the work to be done:

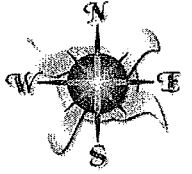
INSTALL BOULDERS INTO HILLSIDE TO HELP WITH SOIL
EROSION AND TO MAKE USEABLE LAWN SPACE BETWEEN
2 DECKS.

SKETCH OF PROPERTY

PARCEL	
APP	Land Alt
YEAR	

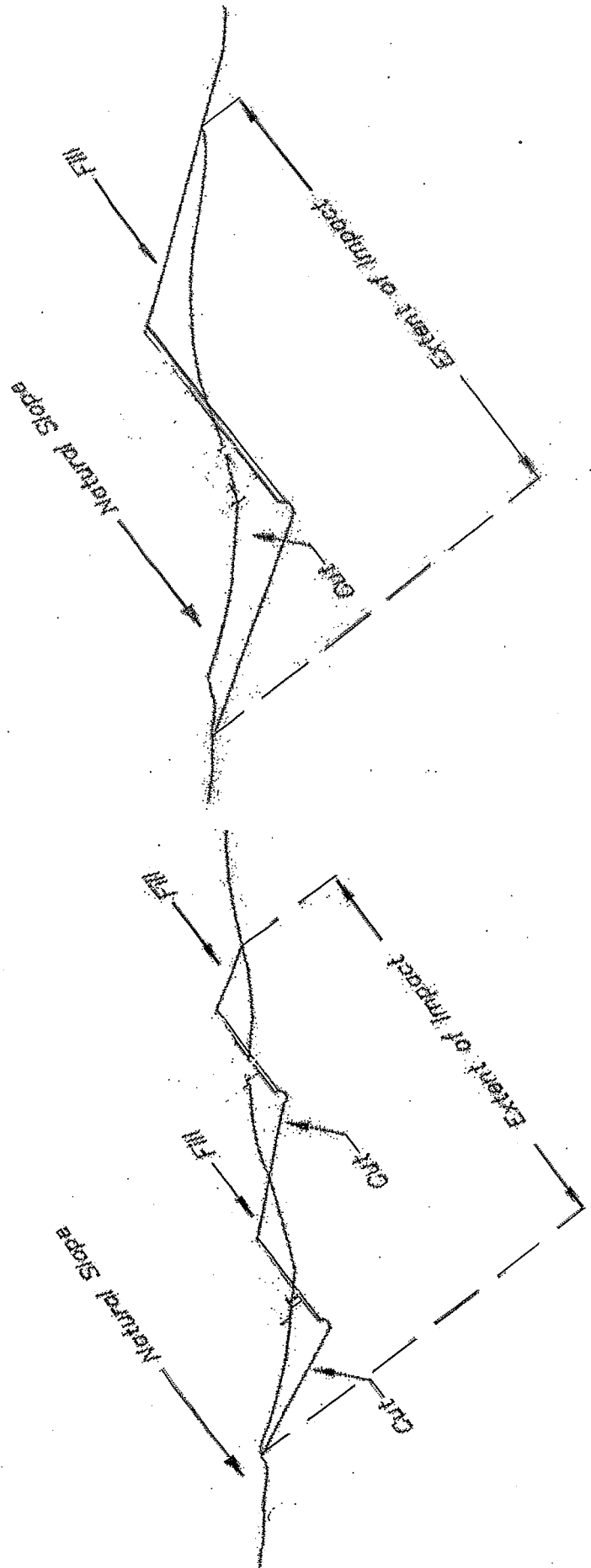
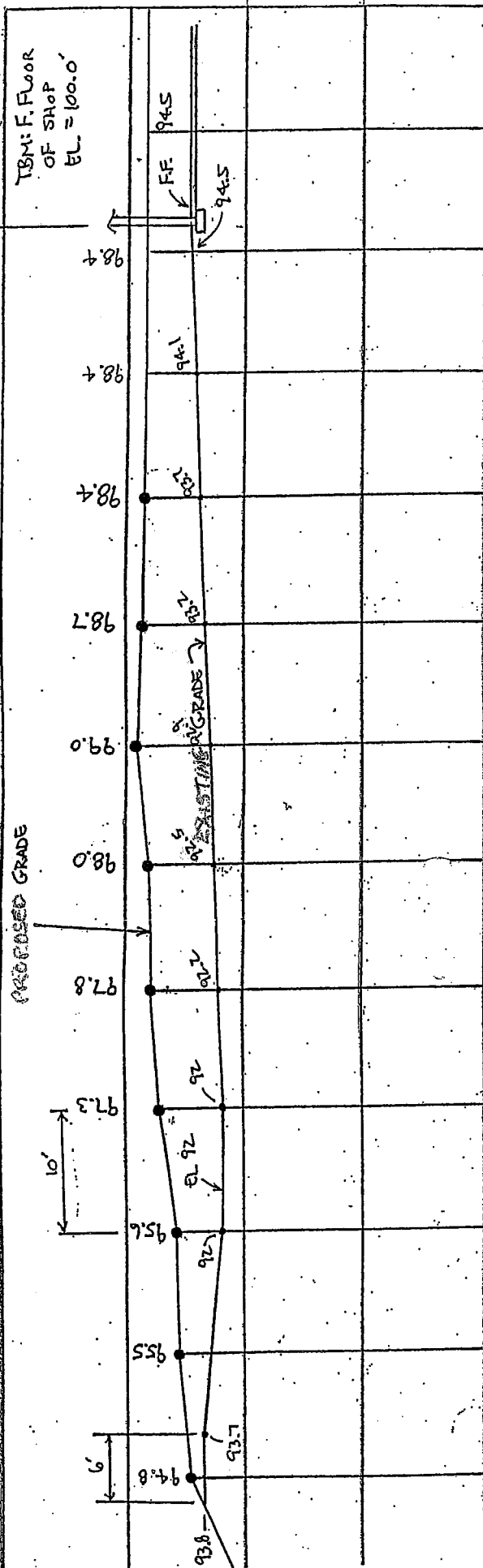
1. Please list all impervious coverage on your property and include dimensions.
2. Show roadways adjacent to property - **Include driveway location.**
3. If you have a STANDARD size lot and will be exceeding 15% impervious coverage, include a copy of your stormwater management plan.
4. LAKESHORE PROPERTY OWNERS: Property lines/road right of ways and proposed land alteration area **must be well marked/staked** or application will be **DENIED**.

Date project will be marked/staked: _____



EXAMPLE ONLY

EXAMPLE ONLY





Minnesota Pollution Control Agency

NOTICE OF STORM WATER PERMIT REQUIREMENT Spring 2003

Pollution of lakes, streams, and wetlands from construction sites is a serious problem and protecting the surface waters of the state is a responsibility we all share. Please take a moment to review the requirements of the National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit Program for Construction Activity to determine if your project requires this permit.

Construction projects (whether public or private) that disturb one (1) or more acres of land throughout the life of the project, are required to obtain a General Storm Water Permit for construction activity. Previously, five acres was the threshold. Activities requiring a permit may include, but are not limited to, **road construction and road improvement projects; construction of residential, office, industrial and commercial buildings; and airport construction.** Public ditch improvement activities also require a permit. Agricultural and forestry activities are exempt.

The heart of the NPDES permit is the preparation of a storm-water pollution prevention plan. The plan must detail erosion control measures that will be put in place during construction to prevent erosion and sediment from entering surface waters. The plan must also detail how storm water will be managed at the completed construction site. Copies must be available for inspection at the construction site. **Also note that both the contractor and owner of the project must sign the application, and bear equal responsibility for the permit conditions.**

Please be aware that in the past, several construction projects have been the subject of successful enforcement action by the MPCA for failure to obtain NPDES Storm-Water Permits and for failing to adequately implement appropriate erosion and sediment controls **during and after** construction.

Information, fact sheets and permit applications can be viewed and downloaded at www.pca.state.mn.us/water/stormwater-c.html. Or contact the MPCA Customer Assistance Center at (651) 297-2274 or (800) 646-6247 (TTY 651-282-5332 or 800-657-3864). Information may also be obtained by contacting the Detroit Lakes Office of the MPCA at (218) 847-1519.

Information regarding erosion and sediment control best management practices (BMPs) is also available from the MPCA. *Protecting Water Quality in Urban Areas* is a manual that provides much useful information pertaining to BMPs that can effectively control storm water runoff in urban, suburban, and rural settings within the state. The manual is available at www.pca.state.mn.us/water/pubs/sw-bmppmanual.html.

Thank you for helping to protect our Minnesota environment.

Date owner notified of application outcome: _____



**BECKER COUNTY PLANNING & ZONING
ENVIRONMENTAL REVIEW TECHNICAL PANEL
(ERTP) APPLICATION FOR RETAINING WALLS**

915 LAKE AVE, DETROIT LAKES, MN 56502-0787
PHONE (218) 846-7314 - FAX (218) 846-7266

PARCEL	
APP	ERTP
YEAR	

The Planning & Zoning Department and the Environmental Review Panel will hold a pre-application meeting with Applicants regarding conceptual plans submitted for retaining wall requests. The request should include any proposed projects that will be located within the shore impact zone of any Lake, River or Stream. The process is to review the project plans and conduct a site visit prior to submittal of a formal application to the Planning & Zoning Department. If the ERTP recommends approval to proceed, the Applicant may proceed with the public hearing process.

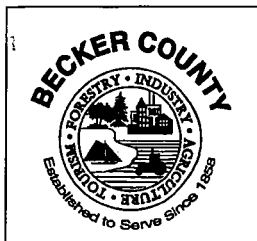
Prior to the pre-application meeting, an applicant should provide the following information about the project:

1. Contact Name and Phone Number: MARK WEELEY 612-240-1437
2. Property Owners Name: STEVE JONES
3. Parcel Number: 170558000
4. Legal Description: BLACKHAWK MT BCH 1ST BLOCK 001 LOT 8
5. Section 05 Township 138 Range 042
6. Lake Name: LITTLE CORMORANT Lake Classification
7. Length of shoreline in Project: 50'
8. Is the proposal to replace an existing retaining wall? Yes X No
9. Length and Height of existing retaining wall: 35 X 3.5'
10. To construct a new retaining wall or expand an existing? New X Expand
11. Length and Height of new or expansion requested: 35 X 3.5'
12. Is there any existing rip rap along the shoreline? Yes X No
13. Distance work will be from the Ordinary High Water Mark 20-25'
14. Amount of cubic yards of earth movement requested:
15. Are emergent aquatic plants found along shoreline? ?
16. Does the site have any wetlands and/or low areas? Yes No X
17. Are any springs or seeps present? NO
18. Does the site contain any steep slopes? NO Are there any bluffs present? NO
19. Do any parties involved in this application have any ownership interest in, or options on, other properties in the vicinity of the project? NO

Brief description of request:

REPLACE AN EXISTING WOOD RETAINING WALL

(more information on back)



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

PARCEL	
APP	SITE
YEAR	
SCANNED	
Property will be staked by	
Date:	

Please Print or Type All Information

Parcel Number (s)	Property (E911) Address	**911 Address Needed	Legal Description
170558000	15841 W. LITTLE CORMORANT RD.		BLACK HWK MT BCH 1 st BLOCK 001 LOT 8

Lake/River Name	Lake/River Class	Township Name	Section	TWP No.	Range
LITTLE CORMORANT	LAKE EUNICE		05	138	042

Property Owner	Last Name	First Name	Mailing Address	Phone
JONES, STEVEN			1409 7 th ST. S. FARGO, ND	58103 701-566-1029
Contractor Name Lic #				

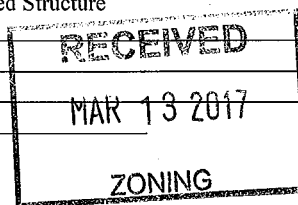
Proposed Project (Check those that apply)

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

*Existing Dwelling to be removed prior to _____

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

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



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

Lot Area 12,750 sq ft or 0.30 acres Water Frontage 50 ft Bluff () Yes () No

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

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

Impervious Surface	Dimensions	Sq. Footage	Impervious Surface	Dimensions	Sq. Footage
On property			On property		
Ex: Patio	10 x 12	120			
DRIVEWAY - ASPHALT		1986	HOUSE		1,320
SHED	8 x 10	80	DECKS		424
DRIVEWAY - CONCRETE		100			
Total Impervious Material					3,910

Impervious Lot Coverage $\frac{3,910}{12,750} = 0.30 \times 100 = 30.66\%$
Total Impervious Lot Area Impervious Coverage Percentage

Topographical Alteration/Earth moving

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

SKETCH OF PROPERTY

PARCEL	
APP	SITE
YEAR	

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

See attached



Remember EROSION CONTROL!

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

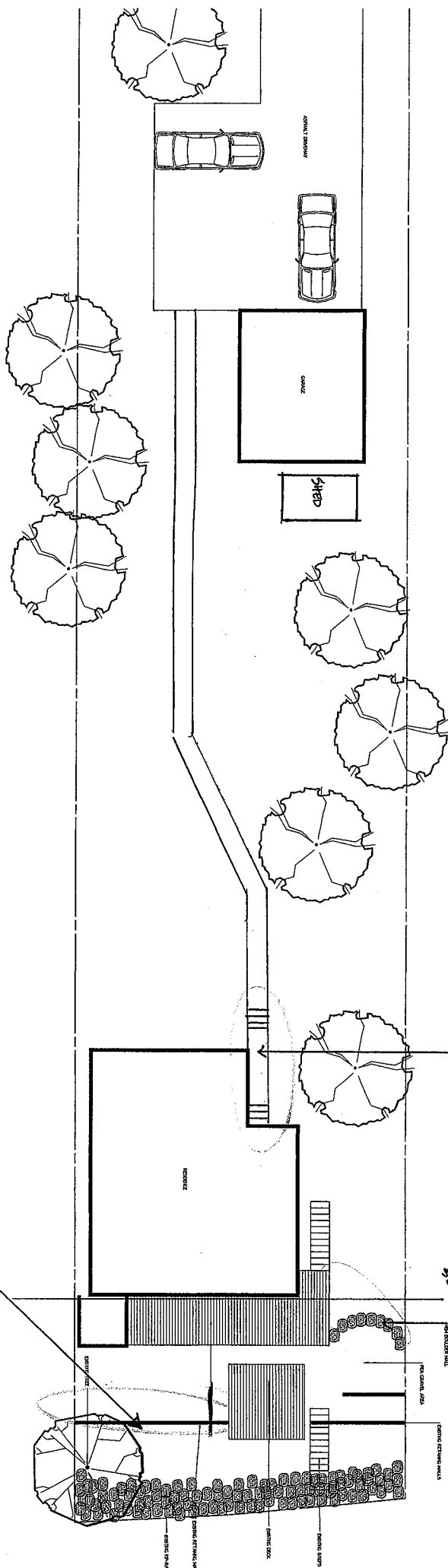
Date owner notified of application outcome: _____

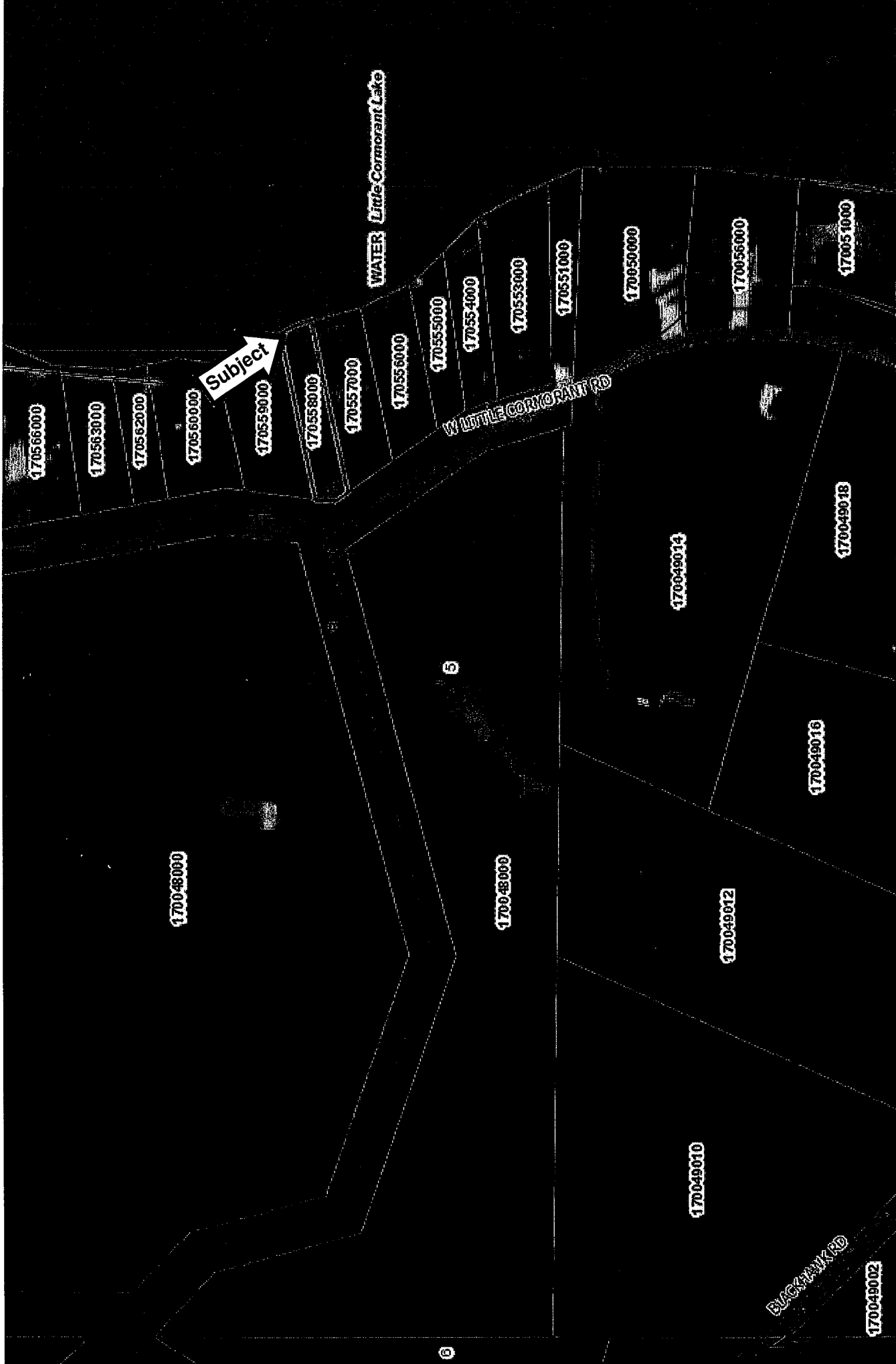
Remove EXISTING CONCRETE
steps & replace with NEW
pre-cast steps!

STEVE JONES
15841 W. LITTLE CORMORANT
ANDERSON, MN

REPLACE EXISTING TIMBER
RETAINING WALL

Drawing By LIVES ARET LANDSCAPING WES 218-841-1292 MARK 612-240-1437





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.		17.0558.000		Becker County	
1:2,246				Date: 3/24/2017	
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.					



A Marketing Company

***“Serve, Connect and Celebrate
Our Community”***

**1340 Richwood Rd.
Detroit Lakes, MN 56501
Phone: 218-847-5624**

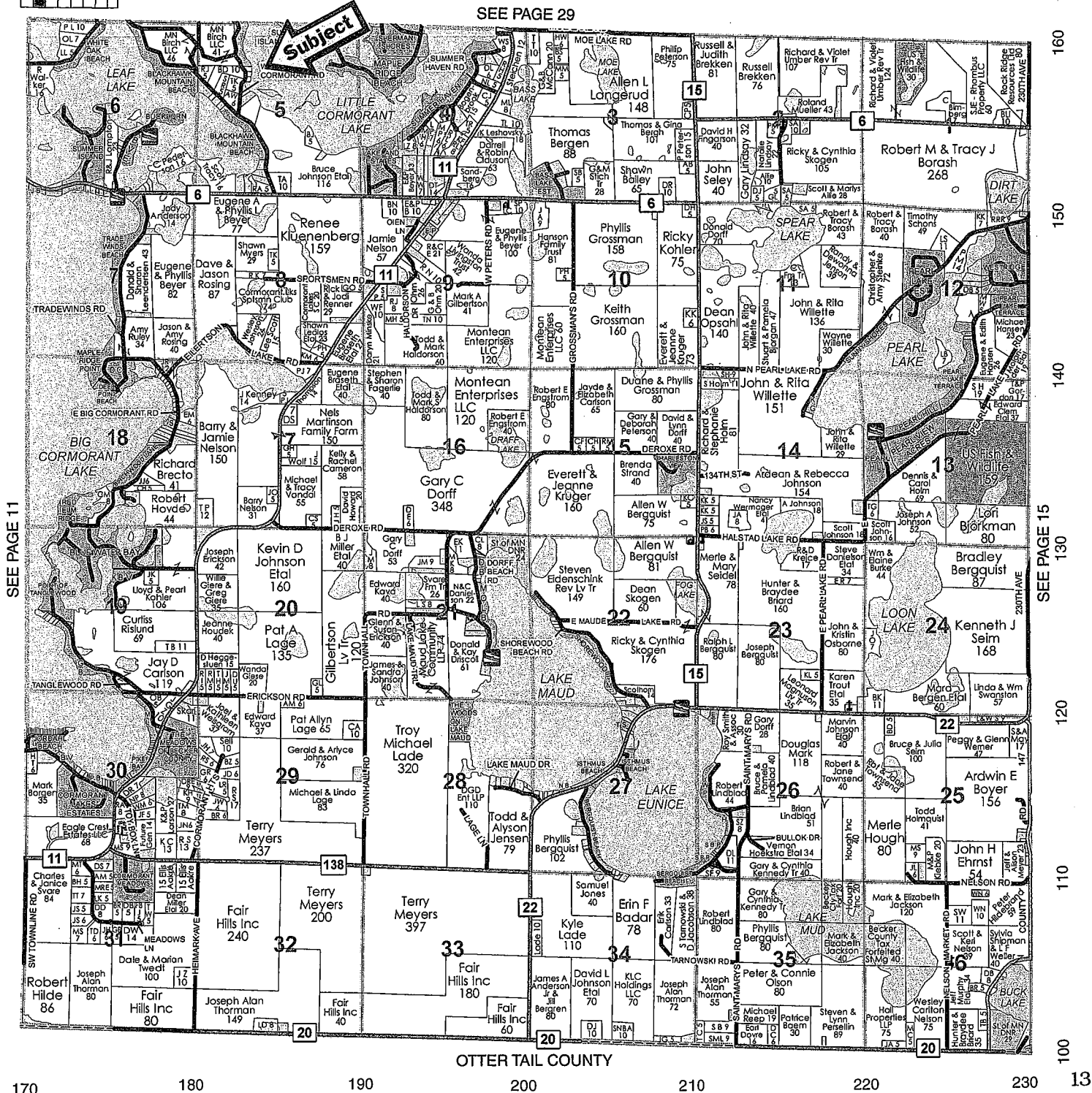


Lake Eunice

Township 138N - Range 42W

Copyright © 2016 Mapping Solutions

SEE PAGE 29





COUNTY OF BECKER

Planning and Zoning

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

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

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

April 11, 2017 @7:00 PM

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

APPLICANT: Project Location: 38501 County Highway 56 Frazee
Robert Briard's Hog Farm LLLP
38501 Co. Hwy. 56
Frazee, MN 56544

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use permit to build a wireless facility which includes a 199 self-supported lattice tower, a 10'x14' equipment platform and a 41'x48' chainlink fence.

LEGAL LAND DESCRIPTION: 150166000 Height of Land

15-139-39 E1/2 SW1/4; NE1/4 LESS3.2 AC IN SW COR NW1/4 NE1/4., Section 15, TWP 139, Range 39

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 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): Brinards Hay Farm LLP Last name: _____
Mailing Address: 38501 City Hwy 56 City, State, Zip FRAZEE, MN 56544
Phone Number(s): 218-841-2525 Robert Brinard Project Address: _____
218-839-4800 Rick Adams
Parcel number(s) of property: 150166000 Sect - Twp - Range 15, T139, R39
Township Name: Height of Land Legal Description: NE 1/4 less 3.2 acres in
SW cor NW 1/4 NE 1/4

REASON FOR CONDITIONAL USE REQUEST: To build a wireless facility which includes a 199' self-support lattice tower, a 10' x 14' equipment platform, and a 41' x 48' 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.

SIGNATURE OF APPLICANT

2/16/2017

DATE

RECEIVED

FEB 16 2017

ZONING

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 is Rural farm land with nearest residence 1/2 mi. away. will not have an adverse effect on any of the other adjoining crop/pasture land. Also tower will not be lit.

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.

All the surrounding properties are either used as Ag land or undeveloped forested land. Site is in a cow pasture and is rather remote. Will have no effect on development of adjoining properties.

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

Site will have very little traffic and will be served by a short private driveway off of 385th Ave. Utilities will be brought in off of city Hwy 516 down 385th R.O.W.

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.

1 off street parking spot is provided and will adequately serve the mostly unimproved site

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.

there are no fumes, noise, lights, dust, or vibration to be generated by or used by this facility

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: - *this site is at least 1/2 mile from any*

- 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), Robert Briard of Briard's Hay Farm LLC hereby authorize Rick Adams 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: _____

☐ variance application: _____

☐ other: _____

on my (our) property located at:
Tax Parcel Number(s): 150166000 Physical Site Address: 385th Ave

Legal Description: NE 1/4

Section: 15 Township: 139 Range: 39W Lot: _____ Block: _____ Plat Name: _____

Agent Contact Information

Agent address: 1635 E. Pontolake Rd NW Backus MN 56435
Street City State Zip Code


Agent phone #(s): 218-839-4800 Agent fax #: 218-682-3590

Agent email address: rickad@uslink.net

TB 12-2-16
Property Owner(s) Signature(s) Date

State of Minnesota
County of Becker NOTTER TAIL

On this 2nd day of DECEMBER before me personally appeared ROBERT BRIARD to me known to be the person(s) described in and who executed the foregoing instrument; and acknowledged that HE executed the same as HIS free act and deed.

(Notary)  TERRY A. KARKELA
NOTARY PUBLIC—MINNESOTA
My Commission Expires JAN. 31, 2020

[Signature]
Notary Public

Office Use Only:
Date received: _____ Expiration Date: _____

* Federal Airways & Airspace
*
* Summary Report: New Construction
*
* Antenna Structure
*

Airspace User: Your Name

File: GOODLUCK

Location: Frazee, MN

Latitude: 46°-51'-12.08" Longitude: 95°-
35'-37.03"

SITE ELEVATION AMSL.....1506 ft.
STRUCTURE HEIGHT.....199 ft.
OVERALL HEIGHT AMSL.....1705 ft.

NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)
FAR 77.9(b): NNR (DNE Notice Slope)
FAR 77.9(c): NNR (Not a Traverse Way)
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for

DTL

FAR 77.9: NNR (No Expected TERPS® impact 16D)
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required

NNR = Notice Not Required

PNR = Possible Notice Required (depends upon actual IFR
procedure)

For new construction review Air Navigation Facilities at
bottom of this report.

Notice to the FAA is not required at the analyzed location and
height for
slope, height or Straight-In procedures. Please review the 'Air
Navigation'
section for notice requirements for offset IFR procedures and
EMI.

OBSTRUCTION STANDARDS

FAR 77.17(a)(1): DNE 499 ft AGL
FAR 77.17(a)(2): DNE - Airport Surface

FAR 77.19(a): DNE - Horizontal Surface
 FAR 77.19(b): DNE - Conical Surface
 FAR 77.19(c): DNE - Primary Surface
 FAR 77.19(d): DNE - Approach Surface
 FAR 77.19(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: DTL: DETROIT LAKES-WETHING
 FIELD

Type: A RD: 71666.32 RE: 1362
 FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Approach Slope: DNE
 VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: 16D: PERHAM MUNI

Type: A RD: 87195.55 RE: 1376
 FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Approach Slope: DNE
 VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

FAR 77.17(a)(3) Departure Surface Criteria (40:1)
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

FAR 77.17(a)(4): DNE - No Airway Found

PRIVATE LANDING FACILITIES

No Private Landing Facilities Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES

GRND	FAC	ST	DIST	DELTA	ST	LOCATION
APCH	IDNT	TYPE	AT	FREQ	VECTOR	(ft) ELEVA
ANGLE	BEAR					
.25	DTL	VOR/DME	I	111.2	262.03	74208 +318 MN DETROIT LAKES
.11	PKD	VOR/DME	I	110.6	82.69	131757 +264 MN PARK RAPIDS

CFR Title 47, §1.30000-\$1.30004

AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.

Movement Method Proof as specified in §73.151(c) is not required.

Please review 'AM Station Report' for details.

Nearest AM Station: KDLM @ 18752 meters.

Airspace® Summary Version 16.5.417

AIRSPACE® and TERPS® are registered ® trademarks of Federal Airways & Airspace®

Copyright © 1989 - 2016

07-06-2016

11:09:47



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 190' Self-Support Tower at 385th Ave, Detroit Lakes, MN, 56501/VZW MN05 Good Luck

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 black ink, appearing to read "Marcia Wine Paine".

Marcia Wine Paine
Real Estate Specialist
Verizon Wireless

December 2, 2016

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

RE: Proposed 190' Self-Supporting Tower for MN05 Good-Luck, 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

Height of Land Lake



Two Mile
Radius

1216682

34

56

31

Proposed
Tower
Site

Verizon is
collocated
already on
this tower

37

1294737

Becker

1282063

1200123

Verizon is
colocated on
this tower
already

Proposed
Tower Site

2 mile
radius

Rochert

1216682

Verizon is
colocated
on this
tower
already

Verizon is
at this
tower

Verizon is
at this
tower

1025579

1293365

34

1024701

1020182 1012098

1229749

akes

Batard Lake



Proposed
Tower
Site

1/2 mile
radius

Vacant
Farm house

Briards Hog
Farm

Briards
Building

Griffow
Farm and
House

385-Ave

385th Ave

200-St

34

56

31

© 2016 Google

SITE NAME: GOOD LUCK
SITE NUMBER:
ATTY/DATE

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 7th day of Feb, 2017 between Robert W.B. Briard and Virginia J. Briard, husband and wife, with their principal address located at 38501 County Hwy. 56, Frazee, Minnesota 56544, and Briard's Hog Farm LLLP, with its principal offices located at 38501 County Hwy. 56, Frazee, Minnesota 56544, collectively 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 approximately 0.52 miles north of County Highway 56 on the East side of 385th Avenue, Detroit Lakes, Becker County, Minnesota (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 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 to be paid in equal monthly installments on the first day of the month, in advance, to Briard's Hog Farm LLLP at 38501 County Hwy. 56, Frazee, Minnesota 56544, 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. As additional rent paid to reimburse

LESSOR for its attorney's fees and costs associated with the review and execution of this Agreement, LESSEE shall pay Briard's Hog Farm LLLP a one-time, non-recurring payment of \$750.00, which shall be paid within 60 days from the date of full execution of this Agreement.

(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 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; or (vii) 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.

(a) LESSEE agrees that 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. LESSEE agrees to include LESSOR as an additional insured.

(b) LESSOR hereby acknowledges that all portions of the Property within 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, LESSOR will maintain Commercial General Liability insurance with limits of \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

(c) 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) 841-2525), 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.

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: Robert W.B. Briard and Virginia J. Briard
38501 County Hwy. 56
Frazee, Minnesota 56544

Briard's Hog Farm LLLP
38501 County Hwy. 56
Frazee, Minnesota 56544

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

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, and LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

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, including but not limited to real estate taxes, 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. JOINT AND SEVERAL LIABILITY. If LESSOR is comprised of more than one person or entity, the obligations hereunder imposed on LESSOR shall be joint and several obligations of all such parties. All notices, payments, and agreements given or made by, with or to any one of such persons or entities shall be deemed to have been given or made by, with or to all of them.

32. 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:

Robert W. B. Briard
Robert W.B. Briard

Date: 12-2-16

Virginia J. Briard
Virginia J. Briard

Date: 12-2-16

Briard's Hog Farm LLLP

By: Robert W. B. Briard

Name: Robert W. B. Briard

Title: General Partner

Date: 12-2-16

LESSEE:

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

By: James R. Martin

Name: James R. Martin

Title: Director - Network Field Engineering

Date: 2/17/17

EXHIBIT "A"

DESCRIPTION OF PROPERTY

ALL THAT PARCEL OF LAND IN BECKER COUNTY, STATE OF MINNESOTA, ID# 150166000, BEING KNOWN AND DESIGNATED AS FOLLOWS:

EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 139, NORTH OF RANGE 39, WEST OF THE 5TH PRINCIPAL MERIDIAN.

AND

THE NORTHEAST QUARTER (NE 1/4) OF SECTION FIFTEEN (15), TOWNSHIP ONE HUNDRED THIRTY-NINE (139), RANGE THIRTY-NINE (39) WEST OF THE FIFTH PRINCIPAL MERIDIAN

LESS: BEGINNING ON THE EASTERLY BOUNDARY OF THE TOWNSHIP ROADWAY RIGHT OF WAY WHICH RUNS NORTHERLY AND SOUTHERLY ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION FIFTEEN (15), TOWNSHIP ONE HUNDRED THIRTY-NINE (139), RANGE THIRTY-NINE (39), AT THE POINT OF INTERSECTION BETWEEN SAID EASTERLY ROADWAY RIGHT OF WAY BOUNDARY LINE AND THE SOUTH BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4), SECTION, TOWNSHIP AND RANGE OF AFORESAID; THENCE EASTERLY ON AND ALONG THE SOUTH BOUNDARY OF THE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4), A DISTANCE OF 507 FEET; THENCE NORTHERLY ON A LINE PARALLEL TO THE EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4), A DISTANCE OF 331 FEET; THENCE WESTERLY ON A LINE PARALLEL TO THE SOUTH BOUNDARY LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4), A DISTANCE OF 507 FEET TO THE EASTERLY BOUNDARY OF SAID TOWNSHIP ROAD; THENCE SOUTHERLY ON AND ALONG THE SAID EAST BOUNDARY OF THE RIGHT OF WAY OF THE TOWNSHIP ROAD, A DISTANCE OF 325 FEET, MORE OR LESS TO THE POINT OF BEGINNING, BEING A PARCEL OF LAND BOUNDED ON THE WEST BY THE TOWNSHIP ROAD AND ON THE SOUTH BY THE SOUTH BOUNDARY LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4 NE1/4), SECTION, TOWNSHIP, RANGE OF AFORESAID.

EXHIBIT "B"

SITE PLAN OF THE PREMISES

(See Attached)

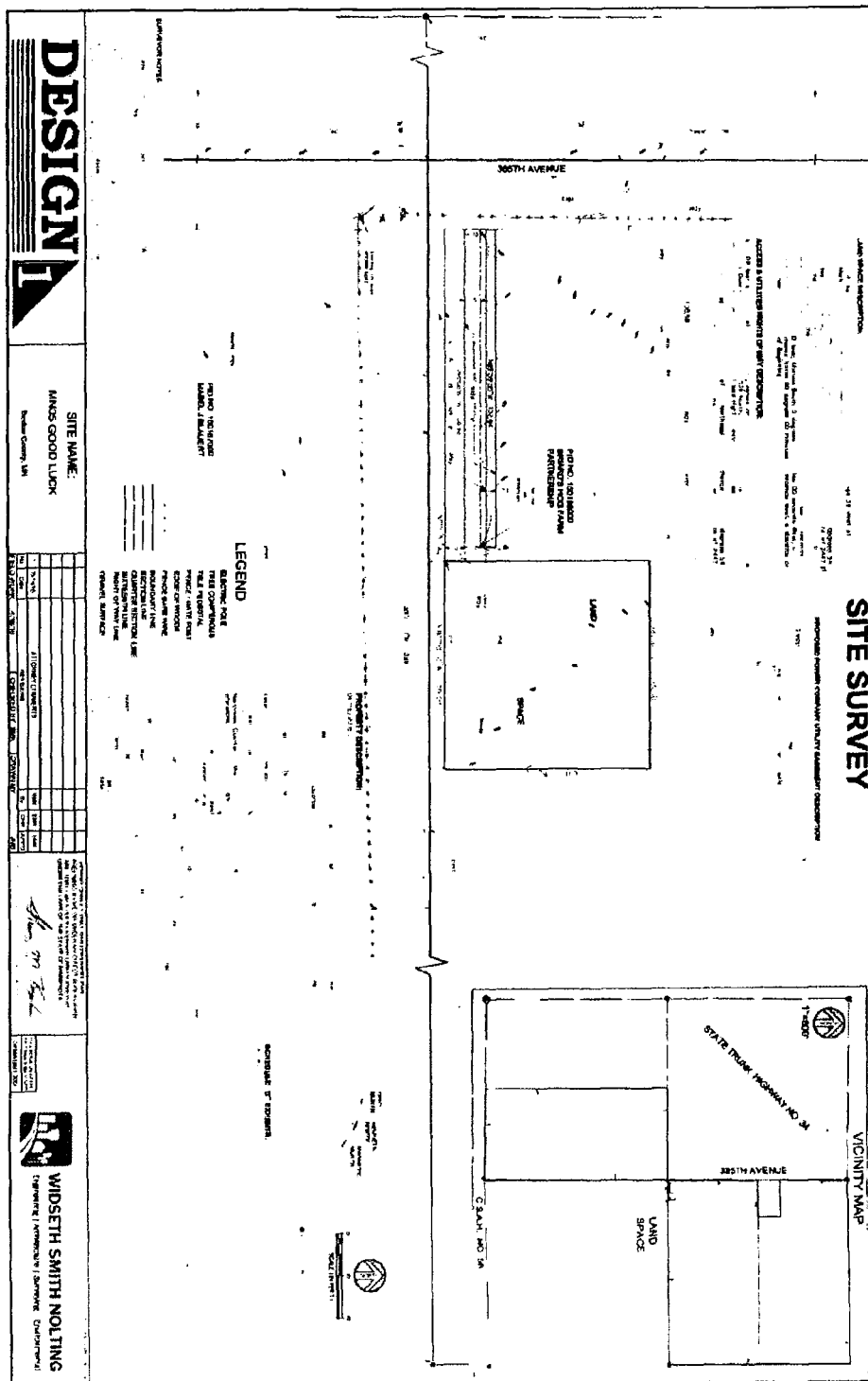
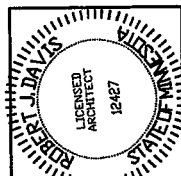


Exhibit B
Page 2 of 2



I hereby certify that this plan, specification and report were prepared by me or under my direct supervision and that I am a duly licensed architect in the State of Minnesota.
ROBERT J. DAVIS, Reg. No. 12427

Signature: *Robert J. Davis*
Date: 08-05-16
Title: ENR

DESIGN
9073 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 220-0002
WWW.DESIGN187.COM

verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55508
(612) 220-0002

PROJECT
20161852789
LOC. CODE: 410688

MN05
GOOD LUCK

385TH AVE
DETROIT LAKES, MN 55501

SHEET CONTENTS:
SITE PLAN
DETAIL INDEX
SITE PHOTO

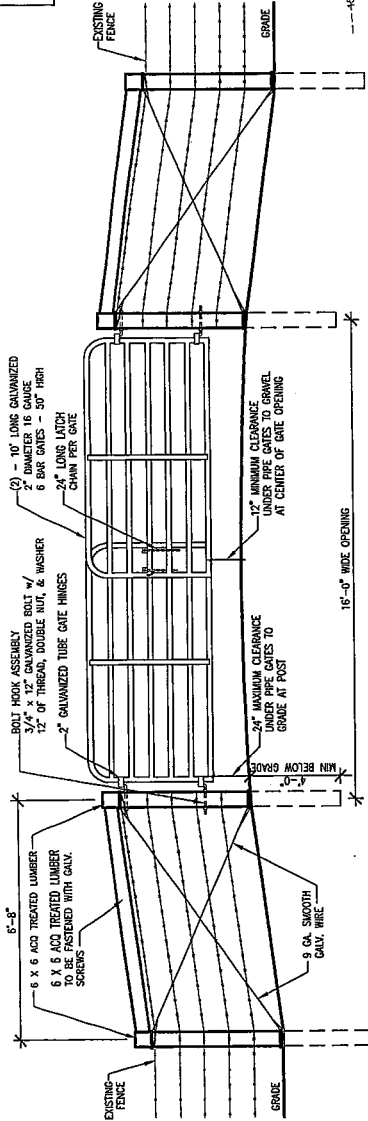
DRAWN BY: DJS
DATE: 08-15-16
CHECKED BY: DJS
REVIEW: DJS
DATE: 08-05-16

A-1

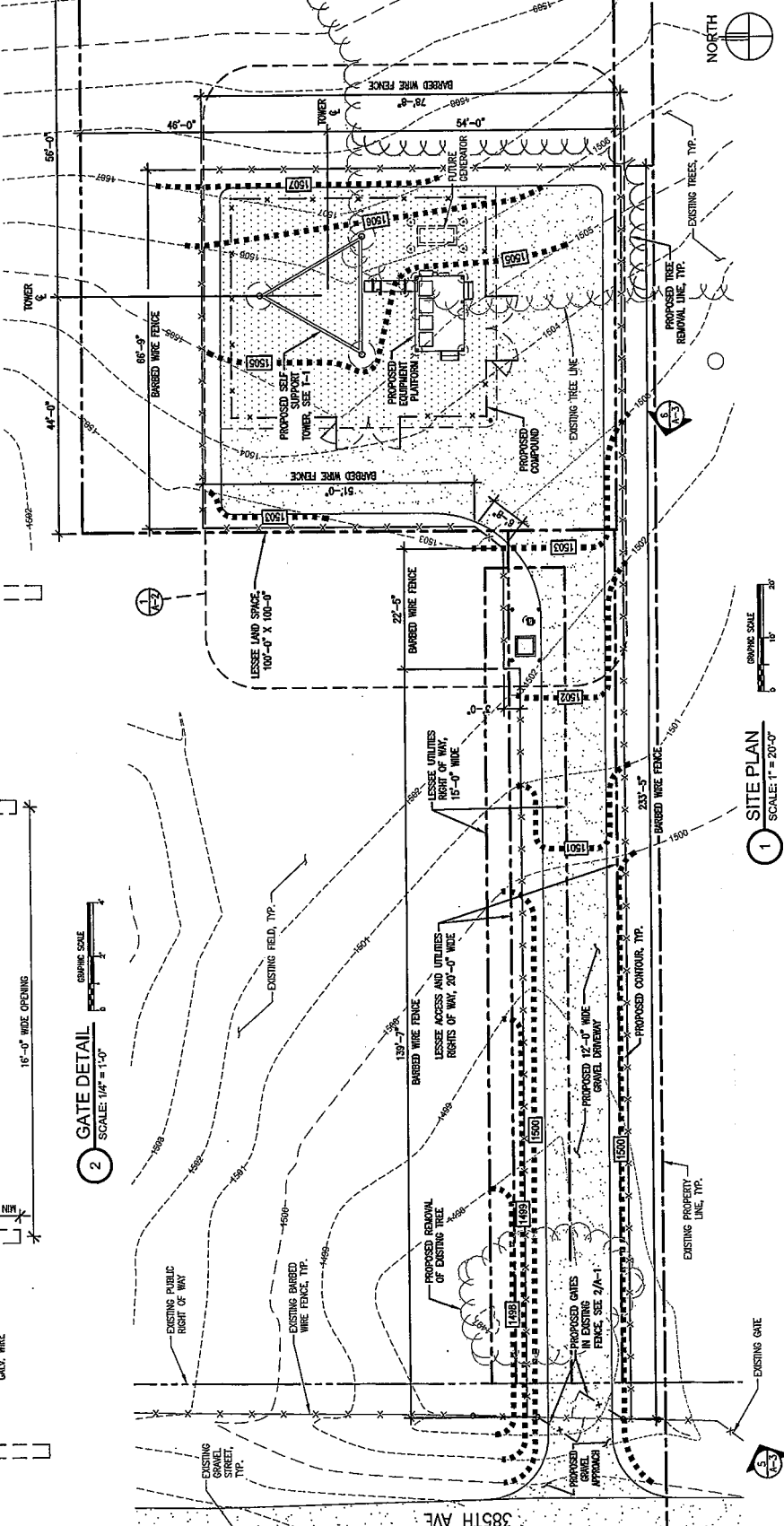
DETAIL INDEX	
DETAIL	DETAIL DESCRIPTION
PLATFORM	VZM94X14-GLSP-4: 9'-4"x14'-0" PLATFORM W/ FULL CANOPY
1.1	BOLLARD DETAIL
2.1	FENCE SECTION (DETAIL 2)
3.1 & 3.3	CABLE BRIDGE SECTION
4.4	CABLE BRIDGE ELEVATION (SIM)
5.1	ROAD SECTION (LOWER)
6.1	GATE DETAIL
7.1	GPS MOUNTING DETAIL (DETAIL 2)
8.1	TELCO ENTRY DETAIL
9.1	CIMPH DETAIL
10.5/10.6	ONE-LINE ELECTRICAL RISER DIAGRAM (GC TO VERIFY)
12.1	METER PEDISTAL (DETAIL 2)

GENERATOR TYPE:
N/A

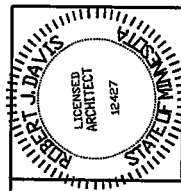
FROST DEPTH
DESIGN = 5'-0"



2 GATE DETAIL
SCALE: 1/4" = 1'-0"
GRAPHIC SCALE




1 SITE PLAN
SCALE: 1" = 20'-0"
GRAPHIC SCALE




ROBERT J. DAVIS
ARCHITECT
12-427

I hereby certify that this plan, specification and contract documents were 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, Reg. No. 12427

Date: 08-06-16



DESIGN 1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
TEL: 952.935.1000
WWW.DESIGN1EP.COM



verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 724-6882

PROJECT
20161352709
LOC. CODE: 4106888

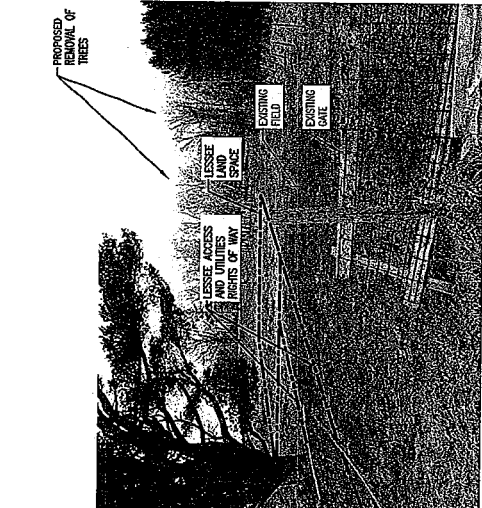
MN05
GOOD LUCK

385TH AVE
DETROIT LAKES, MN 55601

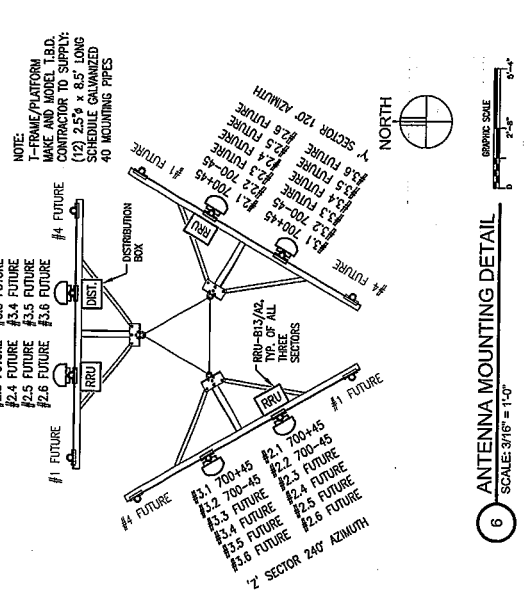
SHEET CONTENTS:
ANTENNA KEY
CABLE BRIDGE PLAN
ANTENNA MOUNTING DETAIL
SITE PHOTOS

DRAWN BY: DJS
DATE: 08-15-16
CHECKED BY: MJS
REV. A: 08-23-16
REV. B: 08-25-16

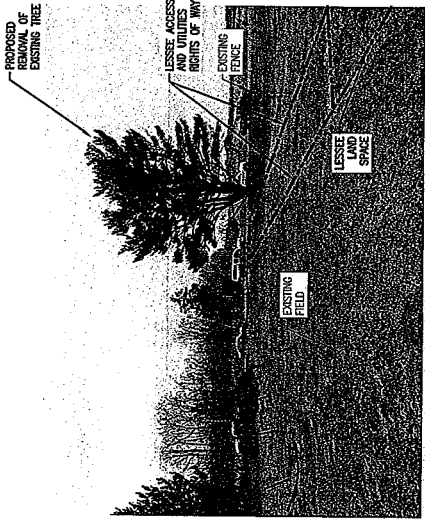
A-3




3 SITE PHOTO
SCALE: NONE



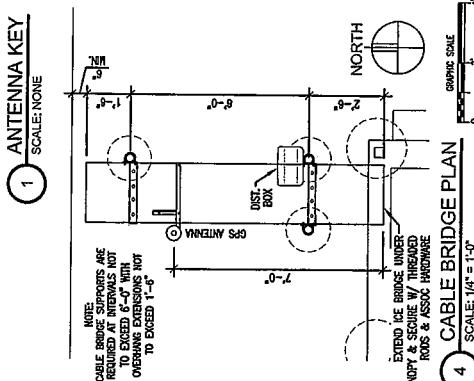
6 ANTENNA MOUNTING DETAIL
SCALE: 3/16" = 1'-0"



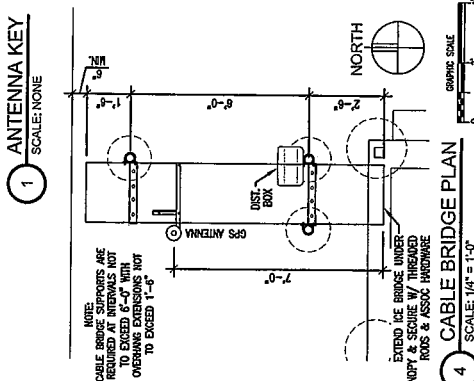
5 SITE PHOTO
SCALE: NONE



2 EQUIPMENT/CABLE KEY
SCALE: NONE



1 ANTENNA KEY
SCALE: NONE



4 CABLE BRIDGE PLAN
SCALE: 1/4" = 1'-0"

ADDITIONAL:

(6) EXISTING RET JUMPER CABLES AND 2.0 RET CABLES, DASH CHAIN CABLES (2/SECTOR)

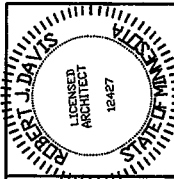


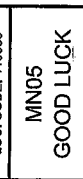

(7) DISTRIBUTION BOXES, MODEL R00C-3015-4F-48; (1) ON CABLE BRIDGE & (1) ON TOWER.

(8) EXISTING CABLES, MODEL R00C-3015-4F-48; (1) ON CABLE BRIDGE & (1) ON TOWER.

(24) TERMINATORS, 1-2W 50Ω (FOR ALL OPEN PORTS)

ANTENNA KEY				EQUIPMENT/CABLE KEY												
ADIMUTH POSITION	FUNCTION	QTY	MANUFACTURER	MODEL	INTENNA LENGTH	INTENNA TIP	ANTENNA CENTER	ELEC DOMINANT	MECH DOMINANT	QTY	CON TYPE	MANUFACTURER	MODEL	DILECTRIC (INCH)	SWR (FEET)	
X SECTOR	0	2.1	TX/R00	SRBH-105SC	700-45	96"	190"	185"	0"	0"	1	RRU	ERICSSON	RRUS-813	(1) COMSCOPE FT412-4520-15 W/ A2 FIBER FEED W/ DST. BOX TO RRU	RRU
	120	2.2	TX/R1	2ND PORT	700-45	96"	190"	185"	0"	0"					TERMINATE THIS PORT	
	240	2.3		FTR AMS										TERMINATE THIS PORT		
		2.4		FTR AMS										TERMINATE THIS PORT		
		2.5		FTR AMS										TERMINATE THIS PORT		
		2.6		FTR AMS										TERMINATE THIS PORT		
Y SECTOR	0	2.1	TX/R00	SRBH-105SC	700-45	96"	190"	185"	0"	0"	1	RRU	ERICSSON	RRUS-813	(1) COMSCOPE FT412-4520-15 W/ A2 FIBER FEED W/ DST. BOX TO RRU	RRU
	120	2.2	TX/R1	2ND PORT	700-45	96"	190"	185"	0"	0"					TERMINATE THIS PORT	
		2.3		FTR AMS										TERMINATE THIS PORT		
		2.4		FTR AMS										TERMINATE THIS PORT		
		2.5		FTR AMS										TERMINATE THIS PORT		
		2.6		FTR AMS										TERMINATE THIS PORT		
Z SECTOR	0	2.1	TX/R00	SRBH-105SC	700-45	96"	190"	185"	0"	0"	1	RRU	ERICSSON	RRUS-813	(1) COMSCOPE FT412-4520-15 W/ A2 FIBER FEED W/ DST. BOX TO RRU	RRU
	120	2.2	TX/R1	2ND PORT	700-45	96"	190"	185"	0"	0"					TERMINATE THIS PORT	
		2.3		FTR AMS										TERMINATE THIS PORT		
		2.4		FTR AMS										TERMINATE THIS PORT		
		2.5		FTR AMS										TERMINATE THIS PORT		
		2.6		FTR AMS										TERMINATE THIS PORT		

12	JUPITER	ANDREW	17F	10"
----	---------	--------	-----	-----

									
<p>GENERAL CONDITIONS</p> <p>01 0001 PERMITS Contractor shall obtain all permits required by law, in the name of Verizon Wireless, to be hereinafter referred to as the OWNER. Other permits shall be obtained by the Contractor.</p> <p>01 0002 SURVEY FEES Survey shall be furnished by the Architect. Layout Staking shall be coordinated with the Surveyor per "Request for Quote". (RFQ).</p> <p>01 0110 INSURANCE & BONDS Contractor is to obtain and maintain all necessary insurance and bonds for the project for (1) one year after completion.</p> <p>01 0400 SUPERVISION & COORDINATION Contractor shall be responsible for providing Agencies with sufficient notice to arrange for Test Samples (i.e.: Concrete Cylinders), and for Special Inspections.</p> <p>01 2010 MEETINGS Contractor shall make themselves aware of, and attend, meetings with the Owner and/or Architect. Contractor is to attend a Pre-Construction Meeting of all parties involved prior to the start of construction.</p> <p>01 5100 TEMPORARY UTILITIES Contractor shall maintain the job site in a clean and orderly fashion, providing temporary sanitary facilities, waste disposal, and security (fence area or trailer module).</p> <p>01 5300 EQUIPMENT RENTAL Contractor shall furnish equipment necessary to expedite work.</p> <p>01 5900 FIELD OFFICES & SHEDS Contractor shall provide security (fence area or trailer module) for both and materials that remain overnight on site.</p> <p>01 7000 CLEAN UP & CLOSE OUT Contractor shall clean up the Site to the satisfaction of Owner. Contractor shall complete the items listed on the Owner's Punch List, and shall sign and return the Certificate of Completion to the Architect. A full set of redlined drawings (As-Built) shall be given to the Architect at job completion and submit "construction work complete memo" to Construction Engineer.</p> <p>01 8000 TRUCKS & MISC Contractor shall provide transportation for their own personnel.</p> <p>01 8300 TRAVEL TIME & PER DIEM Contractor shall provide room and board for their own personnel, and reasonable time for traveling to & from job site.</p> <p>01 9200 TAXES Contractor shall pay sales and/or use tax on materials and taxable services.</p> <p>SUBWORK</p> <p>02 1000 SITE PREPARATION Contractor is to mobilize within 7 calendar days of the Owner issuing a "START" document. Contractor will immediately report to Architect any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues.</p> <p>02 1100 ROAD IMPROVEMENT & CONSTRUCTION Contractor shall furnish materials for and install a twelve foot (12') wide gravel roadway from the road access to the work area, for truck and crane access to site. Base course shall be 6" deep, 3 1/2" crushed rock, topped with 3" deep, 1 1/2" crushed rock, topped with 3" deep 3/4" aggregate, (3/4" minus with bladed) or Driveway Mix. Contractor shall furnish and install curbs as necessary to prevent erosion. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues.</p> <p>02 2000 EXCAVATION & EXPIRATION Excavation material shall be used for surface grading as necessary; excess to be stockpiled on site. Excess material to be disposed of in accordance with RFQ. For dewatering of water discharge.</p> <p>02 5000 PAVING & SURFACING Gravel paving shall be as described in 02 1100.</p>		<p>WOOD & PLASTICS</p> <p>N/A</p> <p>THERMAL & MOISTURE</p> <p>N/A</p> <p>DOORS AND HARDWARE</p> <p>N/A</p> <p>FINISHES</p> <p>N/A</p> <p>SPECIAL CONSTRUCTION</p> <p>13 1250 CABLE BRIDGE & CANYON Contractor shall furnish and install materials for the Cable Bridge as indicated on the drawings and Vision Wireless Standard Details. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues.</p> <p>13 1400 ANTENNA INSTALL Contractor shall install Owner's antennas and feed lines during erecting. Contractor shall test and certify feed lines per current VZW standards.</p> <p>13 3423 TRANSPORT AND SET EQUIPMENT PLATFORM Contractor shall provide cranes and/or truck for transporting, setting and erecting the Equipment Platform. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues.</p> <p>13 3613 TRANSPORT AND ERECT TOWER Contractor shall schedule delivery of Owner-furnished Tower, and provide cranes for unloading and erecting. Contractor shall ensure the existence of a 3/8" cable safety class (one side or equal) on the tower.</p> <p>METALS</p> <p>15 4000 PLUMBING N/A</p> <p>15 5000 HVAC N/A</p> <p>ELECTRICAL</p> <p>15 5000 LIGHTING AND ELECTRICAL Contractor shall provide labor and materials as necessary to complete the work shown on Drawings including items shipped loose with the Equipment Platform assembly.</p> <p>16 6000 GROUNDING Contractor shall provide labor and materials as necessary to complete the work shown on Drawings including items shipped loose with the Equipment Platform assembly. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues. Contractor shall provide a written report to the Architect of any environmental issues.</p>		<p>OWNER-FURNISHED EQUIPMENT & FEES</p> <p>EQUIPMENT PLATFORM</p> <p>SELF-SUPPORT TOWER</p> <p>T-FRAMES/PLATFORM</p> <p>TOWER LIGHTING, IF APPLICABLE</p> <p>CABLES</p> <p>COAX AND/OR CABLES</p> <p>GPS & GPS MOUNTING</p> <p>GPS ANTENNAS</p> <p>MATERIALS TESTING FEES</p> <p>SPECIAL INSPECTIONS FEES</p> <p>CONTRACTOR-FURNISHED EQUIPMENT</p> <p>POWER TO SITE</p> <p>TELECOM TO SITE</p> <p>CABLE BRIDGE</p> <p>GROUNDING MATERIALS</p> <p>FENCING</p> <p>CONCRETE, BRICKS, BLOCKS, & RELATED HARDWARE</p> <p>BOULDER</p> <p>SCOPE OF WORK:</p> <p>CONTRACTOR SHALL PROVIDE MATERIALS, LABOR, TOOLS, TRANSPORTATION, SUPERVISION, ETC. TO FULLY EXECUTE WORK. WORK REQUIREMENTS ARE DETAILED ON THE DRAWINGS. CONTRACTOR SHALL PROVIDE ALL NECESSARY PERMITS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:</p> <p>SITE PREPARATION</p> <p>SET WORK & ROAD CONSTRUCTION</p> <p>EQUIPMENT PLATFORM & TOWER FOUNDATIONS</p> <p>ROUTING OF GROUND, POWER, FIBER & ALUM</p> <p>ROUTING OF GROUND, POWER, FIBER & ALUM</p> <p>INSTALL AND TELEPHONE SERVICES</p> <p>INSTALL ANTENNAS & CABLES</p> <p>PARTIAL REMOVAL OF EXISTING BARBED WIRE FENCE</p> <p>CABLE BRIDGE</p> <p>GRAVEL SURFACING & FENCING</p> <p>TOWER LIGHTING IF PER RFQ</p> <p>Contractor to compare drawings against Owner's "Request for Quote". (RFQ). If discrepancies arise, Contractor shall verify with Owner that the RFQ supersedes the drawings.</p>					

[illegible]



SITE NAME:	NA66 GOOD LUCK
SITE ADDRESS:	387H AVE DETROIT LAKES, MN 55425
COUNTY:	BECKER
LATITUDE:	NA6 51 12.00' NA06085
LONGITUDE:	WA65 55 37.00' NA06086
DRAWING BASED ON SITE DATA FORM DATED:	06-29-16
BUILDING TYPE:	11B
SITE AREA:	100' X 107' 10.00' S.F.

[illegible]

REV.	DESCRIPTION	SHEET OR DETAIL
A	ISSUED FOR REVIEW 06-23-16	ALL
B	ISSUED FOR OWNER APPROVAL 08-05-16	ALL

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

[illegible]

	NAME	DATE
RF ENGINEER		
OPERATIONS MANAGER		
CONSTRUCTION ENGINEER		

SIGNATURE	PRINTED NAME	DATE

LESSOR / LICENSEE: PLEASE CHECK THE APPROPRIATE BOX BELOW

☐ NO CHANGES. ☐ CHANGES NEEDED. SEE COMMENTS.

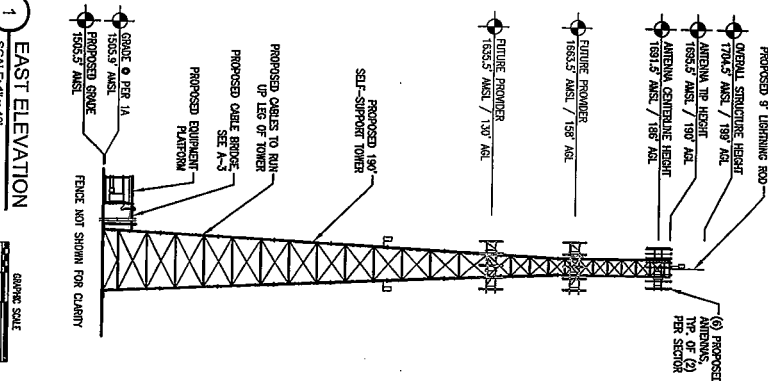
LESSOR / LENDSOR:	BRADSHAW HOG FARM, LIMITED PART. 39601 COUNTY HWY 48 FRAZER, IN 45644
LESSEE:	ROBERT BRADY (218) 941-4555 VERICON WIRELESS 10601 BLUSH LAKE ROAD ALCONINGTON, IN 45438 RON REITTER (312) 720-0052 WILD BICE ELECTRIC COOP 502 NORTH MAIN NAAMONDY, IN 45557 TOMMY HODDER (218) 935-9517
POWER UTILITY COMPANY CONTACT:	
ELECTRIC UTILITY	T.B.D.

NOTE:

1) TOWER TO BE ERECTED AND INSTALLED IN ACCORDANCE WITH TOWER MANUFACTURER'S DRAWINGS NOT INCLUDED WITH THIS PACKAGE. DISCREPANCIES BETWEEN TOWER DRAWINGS AND ARCHITECTURAL DRAWINGS TO BE REPORTED TO VENDOR IMMEDIATELY AND THE ARCHITECT IMMEDIATELY.

2) TOWER FOUNDATION, PLATFORM FOUNDATION, GENERATOR FOUNDATION, AND THE ACCESS ROAD TO BE EXAMINED AND SPECIFIED IN ACCORDANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH WILL BE PROVIDED TO THE ARCHITECT. DISCREPANCIES BETWEEN THE REPORT AND OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO VENDOR IMMEDIATELY AND THE ARCHITECT.

3) CONNECTION TO ENSURE THE OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.



5913 VALLEY VIEW RD.
EODEN PRAIRIE, MN 55344
(852) 903-0209
WWW.DESIGN1EP.COM

10801 BUSH LAKE RD.
BLOOMINGTON, MN 55425
(612) 780-0027

385TH AVE.

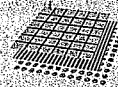
LESSOR APPROVAL
PROJECT INFORMATION
AREA & VICINITY MAPS

五

IMAGINE YOUR AD HERE

Call now to reserve this space - other locations and counties also available

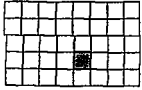
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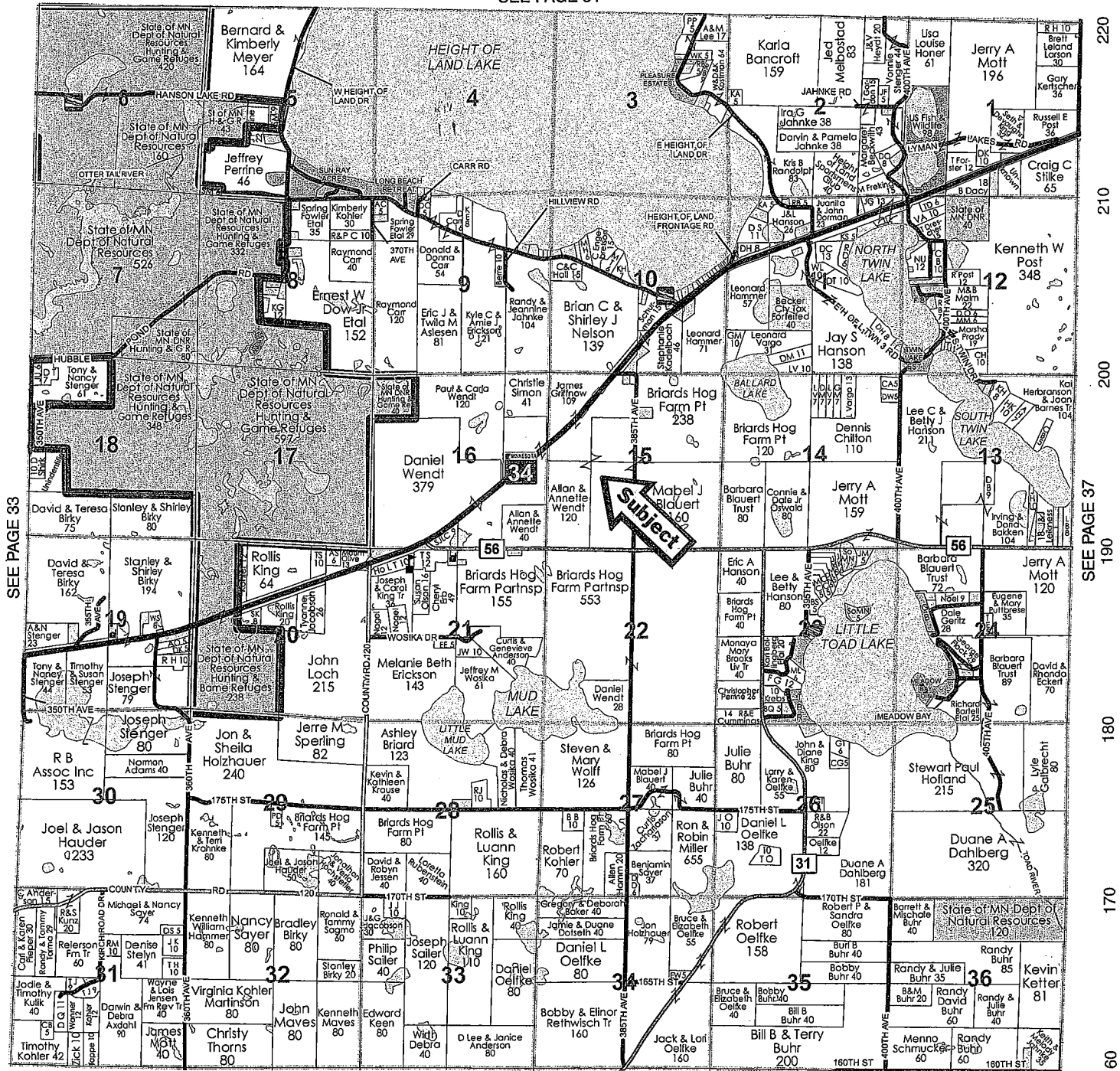


Height of Land (S)

Township 139N - Range 39W

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SEE PAGE 51



SEE PAGE 19



SUBDIVISION / ZONE CHANGE
BECKER COUNTY
PLANNING & ZONING

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

PARCEL	
APP	ZONE / SURVEY
YEAR	
SCANNED	

Application for: ☒ Zone Change _____ Certificate of Survey _____ Preliminary Plat _____
(Complete Section 1) (Complete Section 2) (Complete Section 3)

Applicant's Name: IRON EAGLE, LLC

Applicant's Address: 2938 PETERSON PARKWAY N
FARGO, ND 58102

Telephone(s): 701-893-3702 Date of Application: 2-28-17

Signature of Applicant: [Signature]

Parcel ID Number: 080170001 Project Address: 20664 County Hwy 2

Legal Description of Project:

SEE ATTACHED

SECTION 1

*Zone Change For Existing Parcel Number 080170001
Current Zoning AG Requested Zoning RESIDENTIAL

SECTION 2

*Certificate Of Survey: Number of Lots _____
Shoreland (within 1000 ft of lake) _____ Nonshoreland _____
Current Zoning of property _____
Is a change of zone required? _____ yes _____ no
If yes, change from _____ Zone to _____ Zone.
Total acreage of parcel to be subdivided _____
**Include a copy of the purchase agreement if applicant is not the owner of the property.

SECTION 3

*For Preliminary Plat:
Number of Lots _____
Name of Subdivision _____
Name of Proposed Roads _____
Shoreland (within 1000 ft of lake) _____ Non-shoreland _____
Current Zoning of property _____
Is a change of zone required? _____ yes _____ no
If yes, change from _____ Zone to _____ Zone.
Total acreage of parcel to be subdivided _____
**Include a copy of the purchase agreement if applicant is not the property owner.

Date Received _____ Date Accepted _____ Authorized Signature _____
Application Fee _____ Notice Fee _____ Recording Fee _____ Date Paid _____
Receipt Number _____

Rec'd
3/3/17

A final plat must be submitted to the Zoning Office a minimum of thirty (30) days prior to the next scheduled Planning Commission Meeting. Two (2) Mylar copies of the plat must be submitted along with five (5) paper copies of the plat. Prior to the submission to the Zoning Office, the signatures of the property owners, mortgage holders, surveyor, and Township Officials must be obtained on the hard copies of the plat. A Title Opinion, certification from the County Highway Department stating that the road was built to specifications, and a Township Road agreement must also accompany the final plat.

The approval of a preliminary plat is valid for two (2) years. The final plat must be presented for approval before the end of this two-year period. Failure to do so negates the preliminary approval and the developer must begin over again.

Change of Zone

Any parcel of land requiring a change of zone must be approved by the Planning Commission and County Board of Commissioners.

Application and application fees, must be submitted to the Zoning Office to be scheduled for a Public Hearing. Property owners within ½ mile will be notified of the requested change.

FEES:

Certificate of Survey with a Public Hearing	\$200.00
Notification Fee	\$2.00 per letter (\$80.00 minimum)
Change of Zone	
Agricultural or Residential	\$200.00
Commercial or Industrial	\$300.00
Preliminary Plat	
Non-Shoreland	\$25.00 per lot or \$250 minimum
Shoreland	\$50.00 per lot or \$350 minimum
Final Plat	\$100 plus \$15.00 per lot approved
Recording Fees	
Zone Change	\$46.00
Final Plat	\$56.00
Road Agreement	\$46.00
Cormorant Surcharge	\$25.00

Final Plats must be registered with the State of Minnesota. Information regarding the registration process can be found in MN State Statute 83. The website is: www.revisor.leg.state.mn.us/statutes/ or contact the Office of Revisor of Statutes at (651) 296-2868.

PARADISE POINT RD

080815000

080817000

080818000

080819000

080820000

080821000

080824000

CLARKS GROVE RD

080170001

081018000

081019000

10

21

081237340

080169000

080170000

VICTOR RD

626805

**CERTIFICATE OF REAL
ESTATE VALUE FILED # 012089**

No delinquent taxes and transfer entered
this 11th day of Aug. 2015

Mary E. Hendrickson
Becker County Auditor/Treasurer
By [Signature] Deputy

BECKER COUNTY DEED TAX
AMT. PD. \$ 660.00
Receipt # 596970
Becker County Auditor/Treasurer

BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 626805

August 11, 2015 at 10:01 AM
I hereby certify that the within
instrument was recorded in this office.
Patricia Swenson, County Recorder
By JD Deputy

I certify the taxes due in the current
tax year for the whole parcel are paid.

Mary E. Hendrickson
Becker County Auditor/Treasurer
By [Signature] Deputy

**SURVEYORS SKETCH () NOT REQUIRED
() FILED SURVEY BOOK 26 PAGE 94**

08.0170.000 - Split
9-M WARRANTY DEED
Corporation, Partnership or Limited Liability Company
to Corporation, Partnership or Limited Liability Company

Becker County Recorder
Well Certificate Received Aug. 5, 2015
Patricia Swenson
Deputy [Signature] Becker County Recorder

STATE DEED TAX DUE HEREON: \$ 660.00

Date: July 31, 2015

eCRV # 387378

Parcel # 08.0170.000

FOR VALUABLE CONSIDERATION, **K & H Minnesota Holdings, LLC**, a Limited Liability Company under the laws of Minnesota, Grantor, hereby conveys and warrants to **Iron Eagle, LLC**, Grantee, a Limited Liability Company under the laws of North Dakota, real property in Becker County, Minnesota, described as follows:

That part of Government Lot 1, that part of Government Lot 2 and that part of Government Lot 3 in Section 10, Township 139 North, Range 41 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at an iron monument which designates the most southerly corner of COMMON INTEREST COMMUNITY NO. 56, SUNRISE ON LITTLE FLOYD LAKE, said plat is on file and of record in the office of the Recorder in said County; thence North 23 degrees 42 minutes 30 seconds West 175.67 feet on an assumed bearing along the westerly line of said SUNRISE ON LITTLE FLOYD LAKE to an iron monument; thence South 69 degrees 15 minutes 22 seconds West 50.06 feet continuing along the westerly line of said SUNRISE ON LITTLE FLOYD LAKE to an iron monument; thence continuing South 69 degrees 15 minutes 22 seconds West 50.06 feet to an iron monument on the westerly right of way line of County State Aid Highway No. 21 and on the northerly line of a Dedicated Public Road (County Road No. 131) as dedicated in OAKRIDGE, said plat is on file and of record in the office of the Recorder in said County; thence South 87 degrees 32 minutes 09 seconds West 412.22 feet along the northerly line of said Dedicated Public Road (County Road No. 131) to an iron monument; thence North 04 degrees 13 minutes 51 seconds East 254.28 feet to an iron monument; thence North 50 degrees 27 minutes 16 seconds West 46.85 feet to an iron monument; thence South 85 degrees 27 minutes 26 seconds West 8.46 feet to an iron monument; thence South 88 degrees 08 minutes 56 seconds West 66.28 feet to an iron monument; thence North 00 degrees 00 minutes 35 seconds East 34.83 feet to an iron monument; thence North 31 degrees 05 minutes 03 seconds West 101.06 feet to an iron monument; thence North 46 degrees 22 minutes 40 seconds West 71.94 feet to an iron monument, said point is the point of beginning; thence North 75 degrees 29 minutes 55 seconds East 110.93 feet; thence North 56 degrees 54 minutes 40 seconds East 259.73 feet; thence South 44 degrees 13 minutes 07 seconds East 132.51 feet; thence South 89 degrees 27 minutes 17 seconds East 161.20 feet to the westerly line of said SUNRISE ON LITTLE FLOYD LAKE; thence North 02 degrees 01 minute 31 seconds East 670.53 feet along said westerly line to an iron monument at the northwesterly corner of said SUNRISE ON LITTLE FLOYD LAKE; thence North 87 degrees 58 minutes 20 seconds West 50.00 feet to an iron monument on the westerly right of way line of County State Aid Highway No. 21; thence North 02 degrees 01 minute 31 seconds East 997.50 feet along said westerly right of way line to an iron monument on a line which is 30.00 feet southerly of, as measured at a right angle to and is parallel with, the north line of said Section 10; thence North 89 degrees 49 minutes 27 seconds West 572.33 feet along said parallel line to an iron monument; thence South 59 degrees 33 minutes 13 seconds West 29.11 feet to an iron monument; thence South 31 degrees 35 minutes 35 seconds West 23.66 feet to an iron monument; thence South 08 degrees 41 minutes 38

chg
paid
well

BCTS

seconds West 40.02 feet to iron monument; thence South 04 degrees 45 minutes 03 seconds East 59.03 feet to an iron monument; thence South 09 degrees 31 minutes 01 second East 296.42 feet to an iron monument; thence South 02 degrees 15 minutes 05 seconds East 159.60 feet to an iron monument at the northwesterly corner of Thomas and Janice Tollefson's land as described in Document No. 617563, on file and of record in the office of the Recorder in said County; thence South 89 degrees 31 minutes 09 seconds East 60.00 feet along the northerly line of said Tollefson's land to an iron monument at the northeasterly corner of said Tollefson's land; thence South 01 degree 50 minutes 31 seconds East 123.06 feet along the easterly line of said Tollefson's land to an iron monument at the southeasterly corner of said Tollefson's land and on the northerly line of David L. and Terry J. Hutchinson's land as described in Document No. 592279, on file and of record in the office of the Recorder in said County; thence North 89 degrees 03 minutes 38 seconds East 83.00 feet along the northerly line of said Hutchinson's land to an iron monument at the northeasterly corner of said Hutchinson's land; thence South 00 degrees 56 minutes 22 seconds East 157.38 feet along the easterly line of said Hutchinson's land to an iron monument at the southeasterly corner of said Hutchinson's land; thence South 70 degrees 46 minutes 37 seconds West 150.60 feet along the southerly line of said Hutchinson's land to an iron monument at the southwesterly corner of said Hutchinson's land; thence South 00 degrees 56 minutes 22 seconds East 14.76 feet to an iron monument; thence South 00 degrees 58 minutes 37 seconds West 180.73 feet to an iron monument; thence South 07 degrees 44 minutes 25 seconds West 97.81 feet to an iron monument; thence South 07 degrees 09 minutes 14 seconds West 131.02 feet to an iron monument; thence South 07 degrees 01 minute 44 seconds West 83.42 feet to an iron monument; thence North 81 degrees 09 minutes 11 seconds West 7.71 feet to an iron monument; thence South 09 degrees 05 minutes 21 seconds West 128.86 feet to an iron monument; thence South 33 degrees 25 minutes 48 seconds East 54.02 feet to an iron monument; thence 00 degrees 34 minutes 54 seconds East 153.09 feet to the point of beginning..

SUBJECT TO an easement for public road purposes for County State Aid Highway No. 21 over, under and across that part of the above described tract which lies within 50.00 feet of the westerly line of said SUNRISE ON LITTLE FLOYD LAKE.

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

Covenants, Easements and Restrictions of Record, if any.

Check Box if Applicable:

- ☐ The Seller certifies that the seller does not know of any wells on the described real property.
- ☒ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

9-M WARRANTY DEED

Corporation, Partnership or Limited Liability Company
to Corporation, Partnership or Limited Liability Company

K & H Minnesota Holdings LLC

Kris Smith

By: Kris Smith

Its: Chief Manager/President

STATE OF MINNESOTA)

)ss.

COUNTY OF BECKER)

The foregoing instrument was acknowledged before me on this 31st day of July, 2015, by Kris Smith, the Chief Manager/President of K & H Minnesota Holdings LLC, a Limited Liability Company under the laws of Minnesota, on behalf of the Limited Liability Company.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



[Signature]
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

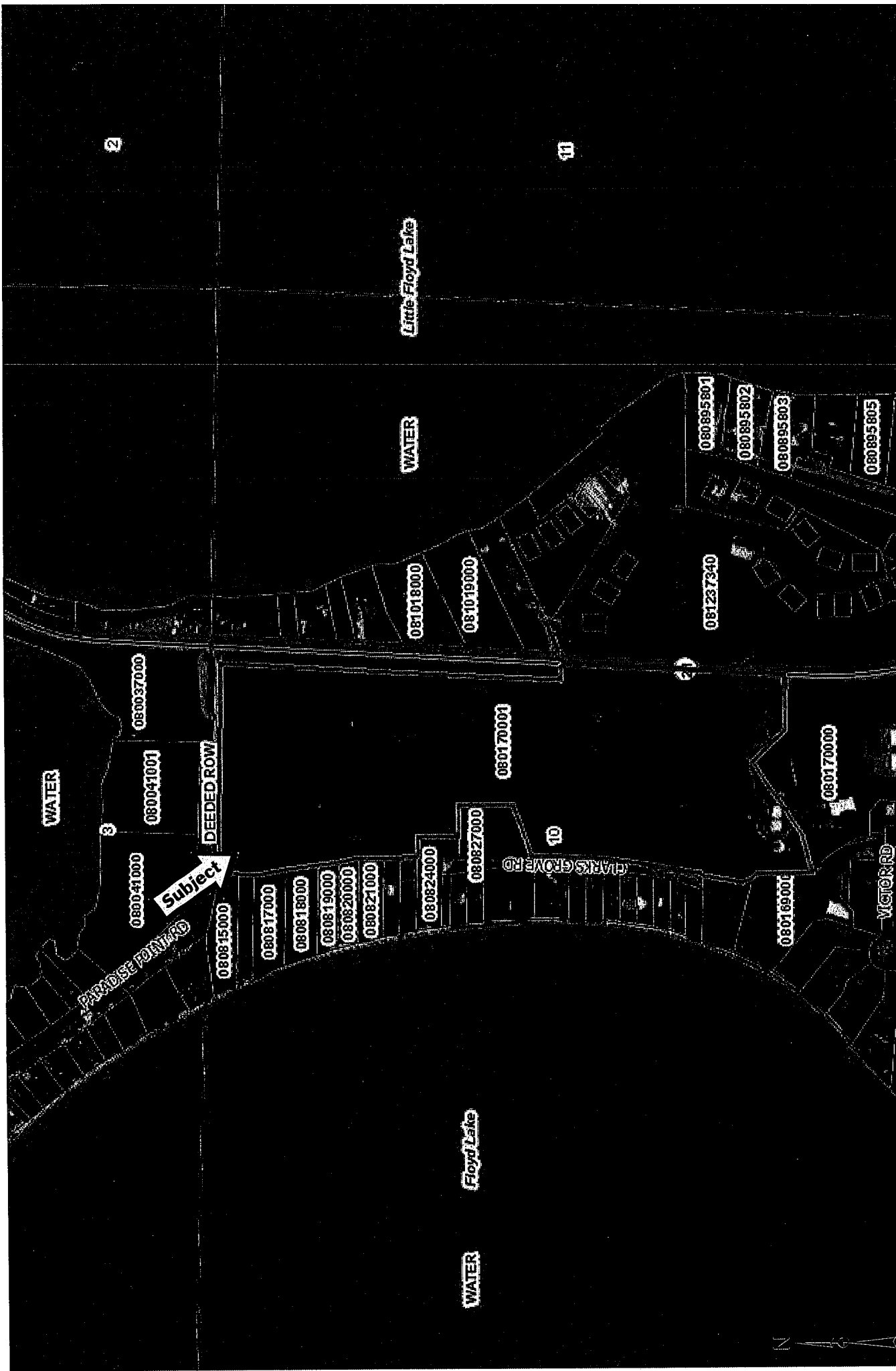
Check here if part or all of the land is Registered (Torrens) ☐

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

To Becker County Title Services, Inc.
828 Minnesota Avenue
Detroit Lakes, MN 56501
Order No.: 30517 klw/co

Iron Eagle, LLC
2938 Peterson Parkway N.
Fargo, ND 58102



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.

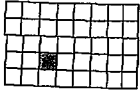
<p>08.0170.001</p>	<p>1:4,493</p>
	<p>Date: 3/24/2017</p>

Becker County



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

EXPERIENCE MATTERS!

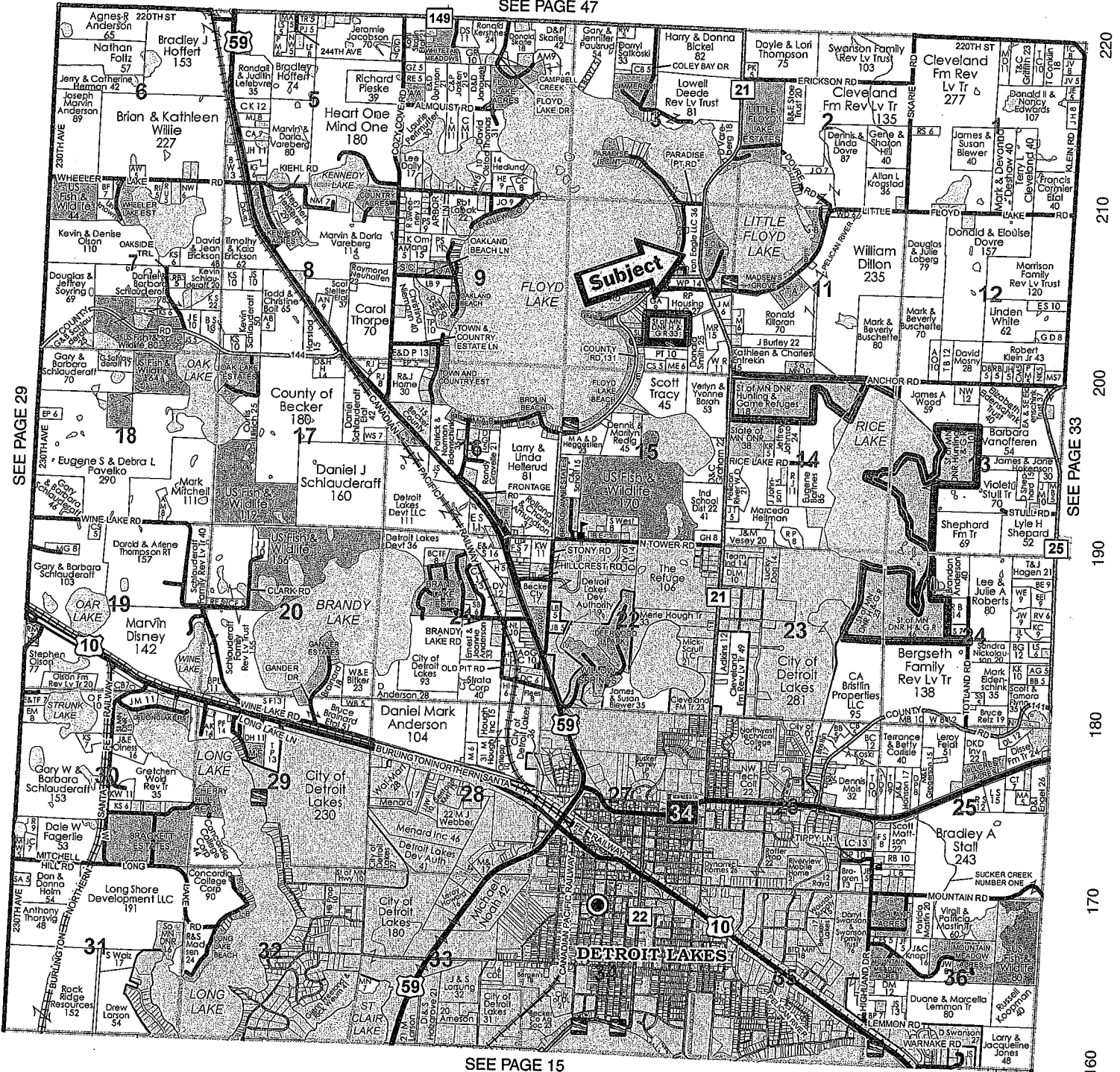


Detroit

Township 139N - Range 41W

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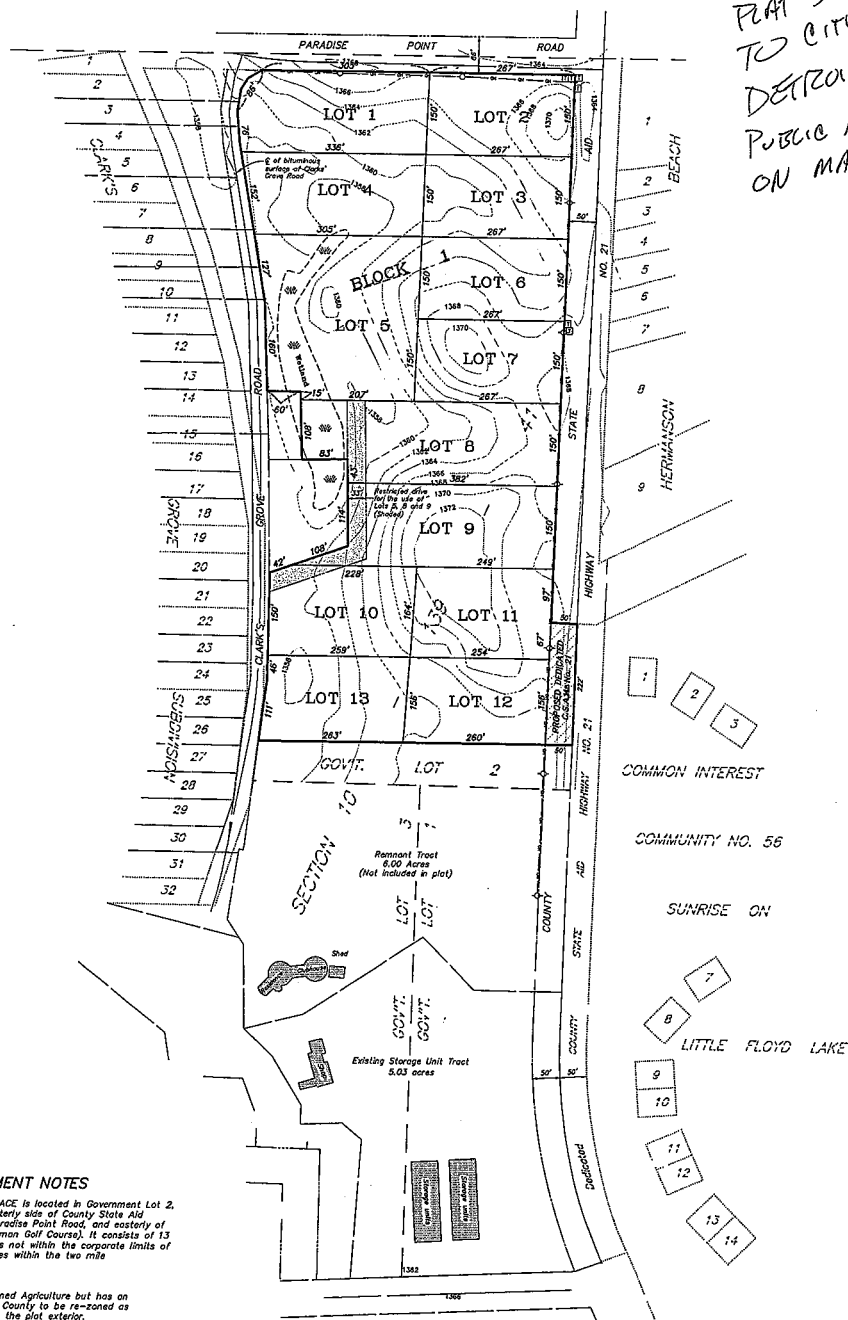
SEE PAGE 47



SEE PAGE 15

PRELIMINARY PLAT OF PAR PLACE

PRELIMINARY
PLAT SUBMITTED
TO CITY OF
DETROIT LAKES.
PUBLIC HEARING
ON MARCH 23RD



DEVELOPMENT NOTES

1. The proposed plat of PAR PLACE is located in Government Lot 2, Section 10-139-41, on the westerly side of County State Aid Highway No. 21, southerly of Paradise Point Road, and easterly of Clark's Grove Road (Former Inman Golf Course). It consists of 13 lots in 1 block. This property is not within the corporate limits of the City of Detroit Lakes, but lies within the two mile extra-territorial zone.

2. The property is currently zoned Agriculture but has an application submitted to Becker County to be re-zoned as residential. Heavy lines indicate the plot exterior.

3. Lots will be serviced by private wells and septic systems installed according to Becker County and Minnesota Department of Health requirements.

4. Necessary utility easements will be dedicated on the final plat in accord with the directive of the City of Detroit Lakes.

5. The primary structure setbacks for property zoned Residential per the Becker County Ordinances are: Rear yard - 40 feet; side yard - 10 feet; Township road - 45' from right of way; County road - 45' from right of way.

6. All lots exceed the required area of 40,000 sq. ft. for non-riparian lots. There is a proposed 33,000' wide restricted driveway easement in lots 8, 9, and 10, as shown.

7. The project site was formerly a golf course and is located in a mostly open area with some tree cover. Wetlands as shown are per field observation. The wetlands were not delineated. There are no existing structures on the plotted portion of the property.

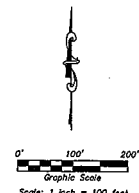
8. Two foot contour elevations are shown per Becker County GIS Lidar map.

LOT AREAS

BLOCK	LOT	AREA (SQ. FT.)
1	1	20,639
1	2	20,639
1	3	20,639
1	4	20,639
1	5	20,639
1	6	20,639
1	7	20,639
1	8	20,639
1	9	20,639
1	10	20,639
1	11	20,639
1	12	20,639
1	13	20,639

*Usable = Total area less wetlands and restricted driveway

Proposed Dedicated C.S.A.H. No. 21 = 11,117 Sq. Ft.
TOTAL PLATTED AREA = 14.78 Acres



— — — Denotes overhead utility line.
□ Denotes overhead utility pole.
— — — Denotes overhead utility pole.

Prepared on February 28, 2017

MEADOWLAND SURVEYING, INC.

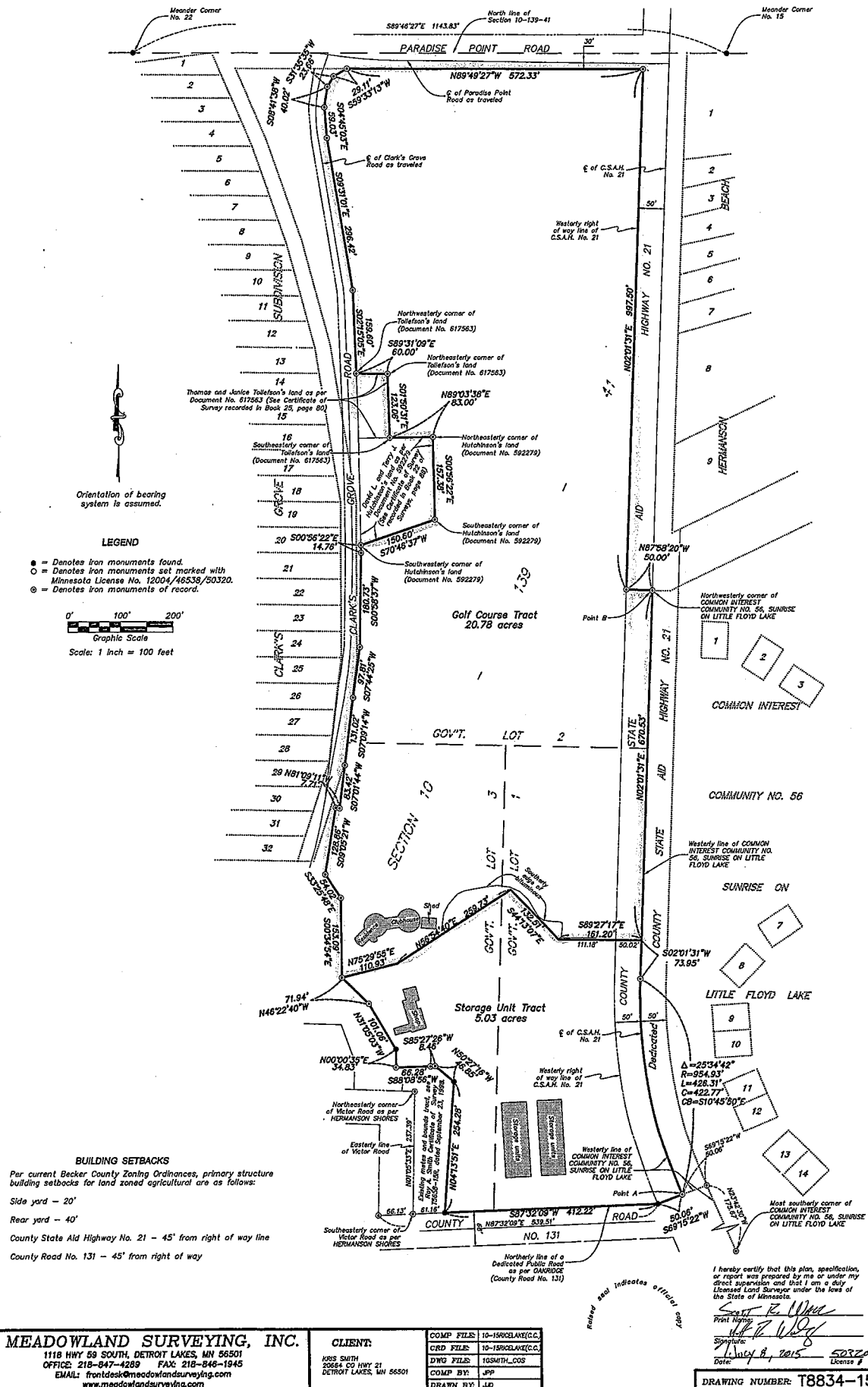
1118 HWY 59 SOUTH, DETROIT LAKES, MN 56501
OFFICE: 218-647-4269 FAX: 218-846-1945
EMAIL: frontdesk@meadowlandsurveying.com
www.meadowlandsurveying.com

PROPERTY OWNER AND DEVELOPER:

IRON EAGLE, LLC
MICHAEL MATTHEWS
5035 PETERSON PKWY N
FARGO, ND 58102

CERTIFICATE OF SURVEY

IN GOVERNMENT LOTS 1, 2 AND 3
SECTION 10-139-41
BECKER COUNTY, MINNESOTA





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****

April 11, 2017 @7:00 PM

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

APPLICANT:

Susan Carr
42273 St Hwy 34
Osage, MN 56570

Project Location: 20705 W Toad Lake Dr. Osage.

APPLICATION AND DESCRIPTION OF PROJECT:

Request to rezone from Agriculture to Residential and certificate of survey for two tracts of land with parcel 1 consisting of 73,900 square feet and parcel 2 consisting of 65,700 square feet.

LEGAL LAND DESCRIPTION: 33.0094.000 Toad Lake

Section 08 Township 139 Range 038 W1/2 OF NE1/4, GOVT LOT 1 LESS SYLVAN SHORES PLAT & LESS 1.24 AC; GOVT LOT 2 LESS S 320' E OF TWP RD & LESS TWP RD

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.**



SUBDIVISION / ZONE CHANGE
BECKER COUNTY
PLANNING & ZONING

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

PARCEL	
APP	ZONE / SURVEY
YEAR	
SCANNED	

Application for: ☒ Zone Change (Complete Section 1) ☒ Certificate of Survey (Complete Section 2) ☐ Preliminary Plat (Complete Section 3)

Applicant's Name: SUSAN CARL

Applicant's Address: 3800 W. HEDGES RD
ELFRIDA, AZ 85610

Telephone(s): 701-261-1305 Date of Application: _____

Signature of Applicant: A.H.T. W. G. (MEADOWLAND SURVEYING INC., AGENT FOR CARL)

Parcel ID Number: 330094000
330095000 Project Address: 20705 W. TONALKA DR

Legal Description of Project:
SEE ATTACHED

SECTION 1

*Zone Change For Existing Parcel Number 330095000 PART OF 330094000
Current Zoning AG Requested Zoning RES

SECTION 2

*Certificate Of Survey: Number of Lots 2
Shoreland (within 1000 ft of lake) ☒ Nonshoreland _____
Current Zoning of property AG
Is a change of zone required? ☒ yes _____ no _____
If yes, change from AG Zone to RES Zone.
Total acreage of parcel to be subdivided 3.25 ACRES FROM 135+ ACRES
**Include a copy of the purchase agreement if applicant is not the owner of the property.

SECTION 3

*For Preliminary Plat:
Number of Lots _____
Name of Subdivision _____
Name of Proposed Roads _____
Shoreland (within 1000 ft of lake) _____ Non-shoreland _____
Current Zoning of property _____
Is a change of zone required? _____ yes _____ no _____
If yes, change from _____ Zone to _____ Zone.
Total acreage of parcel to be subdivided _____
**Include a copy of the purchase agreement if applicant is not the property owner.

Date Received _____ Date Accepted _____ Authorized Signature _____
Application Fee _____ Notice Fee/Recording Fee _____ Date Paid _____
Receipt Number _____



Client: Before/After

Date: 1/11/16
Job #:
Called/Emailed:
Received:

MEADOW

INC.

1118 Hwy 59 South, Detroit Lakes, Minnesota 56501
(office) 218-847-4289 (fax) 218-846-1941

WORK ORDER REQUEST AND AUTHORIZATION

CUSTOMER NAME	PHONE #/EMAIL/TEXT
Susan Carr	701-261-1305 susan@utoadmountain.com
MAILING ADDRESS	CITY/STATE/ZIP
3800 W Hedges Rd.	Elfrida, AZ 85611
LEGAL DESCRIPTION	SECTION/TOWNSHIP/RANGE/COUNTY
TRACT ID	00-139-38 Becker 08 Carr
PROPERTY FIRE #	PARCEL ID/DEED/ABSTRACT INFO
	330095000 QCD#602058

SUMMARY OF WORK

This estimate is to provide surveying services to make a boundary line adjustment and a two tract split. Our work will include marking the property corners, preparing a Certificate of Survey, drafting new legal descriptions and an 33' easement description.

Note: We highly encourage our clients to contact neighbors prior to our field work and inform them that you will be having your land surveyed.

ESTIMATE AMOUNT/DEPOSIT DUE	ANTICIPATED COMPLETION
\$1,500 due upon completion.	4-6 weeks from authorization to proceed. (Weather Dependent)
Estimates are valid for 90 days from date on form.*	

Deposit Received _____ Amount _____ Check# _____

Change in scope of work to include: _____ Communicated: _____

Please understand that due to circumstances beyond our control, the anticipated completion date is not a guaranteed completion date.

Work Authorization

To ensure payment, we can only accept work authorization from the property owner. If the property is being sold, the owner can make whatever necessary payment arrangements with the buyer. However, the property owner is ultimately responsible for work-related expenses.

Payment Terms: I agree to pay in full the invoice amount upon completion of the survey work. No paperwork will be released until payment is received, unless other payment terms have been agreed to by Meadowland Surveying, Inc. Late payments are subject to a 1.5% per month interest charge. Payment of our services is due upon completion and not contingent on any resulting local title work that may need to be completed.

Cancellation Terms: I agree to reimburse Meadowland Surveying, Inc. within 30 days from notice of cancellation of the survey request, for any actual expenses incurred in connection with the processing of our survey request.

Pre-Lien Notice: Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

AUTHORIZATION OF SERVICES

(Client Initial Here) I, hereby, agree to the above terms and conditions and hereby authorize and direct Meadowland Surveying, Inc. to proceed with the survey pursuant to the above work order request.

(Client Initial here) I understand that it is my responsibility to provide and/or assure Meadowland Surveying, Inc. has the correct legal description(s) for the property being surveyed. I understand that circumstances may arise where deeds unknown at the time of estimation can cause a change in scope and estimate amount. Meadowland Surveying, Inc. will communicate with client when such issues arise.

(Client Initial Here) This estimate is determined on the information provided and known at the time of estimation. Any work resulting from information unknown at the time of estimation will be billed as additional services. Such work may include boundary line conflicts, discrepancies, encroachments and/or disputes. Meadowland Surveying, Inc. will communicate with client when such issues arise.

Is there a gate which restricts access to this property? YES (If yes, how will we gain access?) ☒ NO

Signature of property owner: Susan Carr Print name: Susan Carr

Call to address: 3800 W. Hedges Rd. Elfrida, Az. Date received in office: _____
Street Address City State Zip 85611

602058

BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 602058

October 22, 2012 at 10:10 AM
I hereby certify that the within
instrument was recorded in this office.
Darlene Maneval, County Recorder
By SKS Deputy

No delinquent taxes and transfer entered
this 10th day of Oct, 2012
Ryan L. Tanager
Becker County Auditor/Treasurer
By [Signature] Deputy

QUIT CLAIM DEED

DEED TAX DUE HEREON: **EXEMPT** - Statute §287.22(14)

Date: October 10th, 2012.

FOR VALUABLE CONSIDERATION, Jeffrey Craig Schlossman, **GRANTOR**, a single person having been divorced from Susan Kay Schlossman, hereby conveys and **QUIT CLAIMS** to Susan Kay Schlossman, **GRANTEE**, a single person having been divorced from Jeffrey Craig Schlossman, all right, title and interest in the real property located in Becker County, Minnesota, and legally described as follows:

See attached Exhibit "A" with Legal Descriptions

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

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

BECKER COUNTY DEED TAX
AMT. PD. \$ -0-
Receipt # exempt
Becker County Auditor/Treasurer

[Signature]
Jeffrey Craig Schlossman, GRANTOR

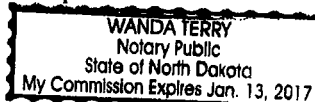
chg
paid
well
non/std
extra

STATE OF NORTH DAKOTA)

COUNTY OF CASS) ss)

The foregoing instrument was acknowledged before me, a Notary Public, this 10th day of October, 2012 by Jeffrey Craig Schlossman, a single person having been divorced from Susan Kay Schlossman.

[Signature]
Notary Public
My Commission Expires:



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

Susan Kay Schlossman
42273 State Highway 34
Osage, MN 56570

This instrument was drafted by:

Patti J. Jensen, ID #171347
GALSTAD, JENSEN & McCANN, P.A.
1312 Central Avenue NE
P.O. Box 386
East Grand Forks, MN 56721
(218) 773-9729

Exhibit "A"

Bergen Land:

33-0050

West Half of the Southeast Quarter of the Northwest Quarter (W1/2 SE1/4 NW1/4) of Section 5, Twp. 139 North of Range 38 West of the 5th P.M. in Becker Co., Minn. which lies southerly of the southerly right of way line of Trunk Highway No. 34 as located and established on July 5, 1994.

AND

33-0050

The East Half of the Southwest Quarter (E1/2 SW1/4) of Section 5, Twp. 139 North of Range 38 West of the 5th P.M.

Tomo Land:

33-0049

West Half of the Southeast Quarter (W1/2 SE1/4) and all that part of Government Lots 5 and 6 lying West of the Township Road, all in Section 5, Township 139 North of Range 38 West in Becker County, Minnesota.

Goebel Land:

33-0092-000 + 33-0158

The Southwest Quarter (SW 1/4) of Section Eight (8), and Government Lot Numbered One (1), of Section Seventeen (17) all in Township 139 North of Range 38 West of the Fifth Principal Meridian in Becker County, Minnesota.

Bart Land:

33-0095

That part of Government Lot 2 of Section 8, Township 139 North, Range 38 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at a found iron monument which designates the south quarter corner of said Section 8; thence North 90 degrees 00 minutes 00 seconds East 1381.24 feet on an assumed bearing along the south line of said Section 8 to a found cast iron monument which designates Meander Corner No. 15; thence North 16 degrees 06 minutes 40 seconds East 3020.67 feet to an iron monument, said point is the point of beginning; thence South 89 degrees 00 minutes 28 seconds West 33.02 feet to the centerline of an existing public road; thence North 01 degree 16 minutes 47 seconds East 57.99 feet along the centerline of said existing public road; thence northerly continuing along the centerline of said existing public road on a curve concave to the east, having central angle of 12 degrees 41 minutes 26 seconds and a radius of 650.00 feet, for a distance of 143.97 feet (chord bearing North 07 degrees 37 minutes 30 seconds East); thence North 89 degrees 00 minutes 28 seconds East 34.22 feet to an iron monument; thence continuing North 89 degrees 00 minutes 28 seconds East 369.37 feet to an iron monument; thence continuing North 89 degrees 00 minutes 28 seconds East 14 feet, more or less, to the water's edge of Toad Lake; thence southerly along the water's edge of said Toad Lake to the intersection with a line which bears

North 89 degrees 00 minutes 28 seconds East from the point of beginning; thence South 89 degrees 00 minutes 28 seconds West 32 feet more or less, to an iron monument; thence continuing South 89 degrees 00 minutes 28 seconds West 355.27 feet to the point of beginning.

SUBJECT TO an easement for public road purposes over, under and across that part of the above tract which lies within 33.00 feet of the centerline of said existing public road.

Parcels 33.0098.000 and 33.0094.000:

33.0098.000

NORTHWEST QUARTER (NW1/4) less 1 acre deeded to the School District and described in the instrument recorded in Book 40 of Deeds on page 213 and less the Northwest 40 acres thereof,

AND

33.0094.

WEST HALF OF THE NORTHEAST QUARTER (W1/2 NE1/4); AND ALL OF LOT ONE (1) less Sylvan Shores Subdivision and Less that portion of Lot 1 described as follows:

Commencing at the Northwest corner of Lot 8 of Sylvan Shores Subdivision, thence South on and along the West line of Lots 8 and 9 of Sylvan Shores Subdivision a distance of 165 feet to the Southwest corner of said Lot 9, thence West at a right angle to the north line of said Lots 8 and 9 a distance of 366 feet, thence at a right angle North a distance of 165 feet, thence East at a right angle a distance of 366 feet to the point of beginning;

AND

10 11 104

ALL OF LOT 2 less South 200 feet lying East of present township road and less that part thereof described as follows: Beginning at the northwest corner of that certain tract of land conveyed to Carl E. Hanson by that certain Warranty Deed recorded in Book 202 of Deeds at page 365; thence north on and along the westerly right of way line of the presently existing Township Road a distance of 120 feet, more or less, to the Southwesterly corner of that certain tract of land deeded to Charles W. Bartholomew and Carole M. Bartholomew by that certain Warranty Deed recorded in Book 211 of Deeds at page 93; thence East on and along the Southerly boundary of the last mentioned piece of Property which was deeded to Charles W. Bartholomew and Carole M. Bartholomew to the water's edge of Big Toad Lake; thence Southerly along the water's edge of Big Toad Lake to the Northeasterly corner of that tract of land deeded to Carl E. Hanson by that deed recorded in Book 202 of Deeds at page 365; thence West along the northerly boundary of the last mentioned premises to the point of beginning;

**ALL IN SECTION 8, Twp. 139 North, Range 38 West of the 5th P.M. IN
BECKER COUNTY, MINNESOTA.**

MEADOWLAND SURVEYING INC.

1118 Hwy 59 South, Detroit Lakes, Minnesota 56501

(office) 218-847-4289 (fax) 218-846-1945

www.meadowlandsurveying.com

Susan Carr – Tract A, northerly Toad Lake tract

Land description:

That part of Government Lot 2 in Section 8, Township 139 North, Range 38 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at a cast iron monument which designates the south quarter corner of said Section 8; thence South 89 degrees 41 minutes 28 seconds East 1380.17 feet on an assumed bearing along the south line of said Section 8 to a cast iron monument at Meander Corner No. 15; thence North 16 degrees 26 minutes 21 seconds East 3020.67 feet to an iron monument; thence South 89 degrees 20 minutes 30 seconds West 33.02 feet to the centerline of West Toad Lake Drive; thence North 01 degree 36 minutes 49 seconds East 57.99 feet along the centerline of said West Toad Lake Drive; thence northerly continuing along the centerline of said West Toad Lake Drive on a curve concave to the east, having a central angle of 17 degrees 58 minutes 54 seconds and a radius 650.00 feet, for a distance of 204.00 feet (chord bearing North 10 degrees 36 minutes 16 seconds East) to the point of beginning; thence northerly continuing along the centerline of said West Toad Lake Drive on a curve concave to the east, having a central angle of 08 degrees 28 minutes 23 seconds and a radius of 650.00 feet, for a distance of 96.12 feet (chord bearing North 23 degrees 49 minutes 54 seconds East); thence North 28 minutes 04 minutes 06 seconds East 95.37 feet; thence South 70 degrees 44 minutes 47 seconds East 33.33 feet to an iron monument; thence continuing South 70 degrees 44 minutes 47 seconds East 317.38 feet to an iron monument; thence continuing South 70 degrees 44 minutes 47 seconds East 23 feet, more or less, to the water's edge of Toad Lake; thence southerly along the water's edge of said Toad Lake to the intersection with a line which bears South 76 degrees 24 minutes 48 seconds East from the point of beginning; thence North 76 degrees 24 minutes 48 seconds West 17 feet, more or less, to an iron monument; thence continuing North 76 degrees 24 minutes 48 seconds West 129.01 feet to a point hereinafter referred to as Point A; thence continuing North 76 degrees 24 minutes 48 seconds West 221.87 feet to an iron monument; thence continuing North 76 degrees 24 minutes 48 seconds West 33.19 feet to the point of beginning. The above described tract contains 65,700 square feet, more or less.

SUBJECT TO a 33.00 foot wide easement for ingress and egress purposes over, under and across part of the above tract. The centerline of said 33.00 foot wide easement is described as follows:

Beginning at the aforementioned Point A; thence North 01 degree 11 minutes 57 seconds West 111.63 feet; thence North 60 degrees 28 minutes 19 seconds West 56.47 feet; thence North 81 degrees 13 minutes 59 Seconds West 87.38 feet; thence North 75 degrees 35 minutes 35 seconds West 62.33 feet to the centerline of said West Toad Lake Drive and said easement centerline there terminates. The sidelines of said 33.00 foot wide ingress and egress easement shall be prolonged or shortened to terminate on the southerly line of the above tract and on the centerline of said West Toad Lake Drive.

FURTHER SUBJECT TO an easement for public road purposes for said West Toad Lake Drive over, under and across that part of the above tract which lies within 33.00 feet of the centerline of said West Toad Lake Drive.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the above legal description was prepared from information on Certificate of Survey T9085-15R dated March 2, 2017, and said legal description is legally sufficient to locate the boundary lines shown on said Certificate of Survey.

Scott R. Walz
Minnesota Licensed Land Surveyor No. 50320

MEADOWLAND SURVEYING INC.

1118 Hwy 59 South, Detroit Lakes, Minnesota 56501
(office) 218-847-4289 (fax) 218-846-1945
www.meadowlandsurveying.com

Susan Carr – Tract B, southerly Toad Lake tract

Land description:

That part of Government Lot 2 in Section 8, Township 139 North, Range 38 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at a cast iron monument which designates the south quarter corner of said Section 8; thence South 89 degrees 41 minutes 28 seconds East 1380.17 feet on an assumed bearing along the south line of said Section 8 to a cast iron monument at Meander Corner No. 15; thence North 16 degrees 26 minutes 21 seconds East 3020.67 feet to an iron monument; thence South 89 degrees 20 minutes 30 seconds West 33.02 feet to the centerline of West Toad Lake Drive; thence North 01 degree 36 minutes 49 seconds East 52.28 feet along the centerline of said West Toad Lake Drive to the point of beginning; thence continuing North 01 degree 36 minutes 49 seconds East 5.71 feet along the centerline of said West Toad Lake Drive; thence northerly continuing along the centerline of said West Toad Lake Drive on a curve concave to the east having a central angle of 17 degrees 58 minutes 54 seconds and a radius of 650.00 feet, for a distance of 204.00 feet (chord bearing North 10 degrees 36 minutes 16 seconds East); thence South 76 degrees 24 minutes 48 seconds East 33.19 feet to an iron monument; thence continuing South 76 degrees 24 minutes 48 seconds East 221.87 feet to a point hereinafter referred to as Point A; thence continuing South 76 degrees 24 minutes 48 seconds East 129.01 feet to an iron monument; thence continuing South 76 degrees 24 minutes 48 seconds East 17 feet more or less to the water's edge of Toad Lake; thence southerly along the water's edge of said Toad Lake to the intersection with a line which bears South 84 degrees 43 minutes 06 seconds East from the point of beginning; thence North 84 degrees 43 minutes 06 seconds West 28 feet, more or less, to an iron monument; thence continuing North 84 degrees 43 minutes 06 seconds West 354.73 feet on an iron monument; thence continuing North 84 degrees 43 minutes 06 seconds West 33.07 feet to the point of beginning. The above described tract contains 73,900 square feet, more or less.

TOGETHER WITH a 33.00 foot wide easement for ingress and egress purposes over under and across part of said Government Lot 2. The centerline of said 33.00 foot wide easement is described as follows:

Beginning at the aforementioned Point A; thence North 01 degree 11 minutes 57 seconds West 111.63 feet; thence North 60 degrees 28 minutes 19 seconds West 56.47 feet; thence North 81 degrees 13 minutes 59 Seconds West 87.38 feet; thence North 75 degrees 35 minutes 35 seconds West 62.33 feet to the centerline of said West Toad Lake Drive and said easement centerline there terminates. The sidelines of said 33.00 foot wide ingress and egress easement shall be prolonged or shortened to terminate on the northerly line of the above tract and on the centerline of said West Toad Lake Drive.

SUBJECT TO an easement for public road purposes for said West Toad Lake Drive over, under and across that part of the above tract which lies within 33.00 feet of the centerline of said West Toad Lake Drive.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the above legal description was prepared from information on Certificate of Survey T9085-15R dated March 2, 2017, and said legal description is legally sufficient to locate the boundary lines shown on said Certificate of Survey.

Scott R. Walz
Minnesota Licensed Land Surveyor No. 50320

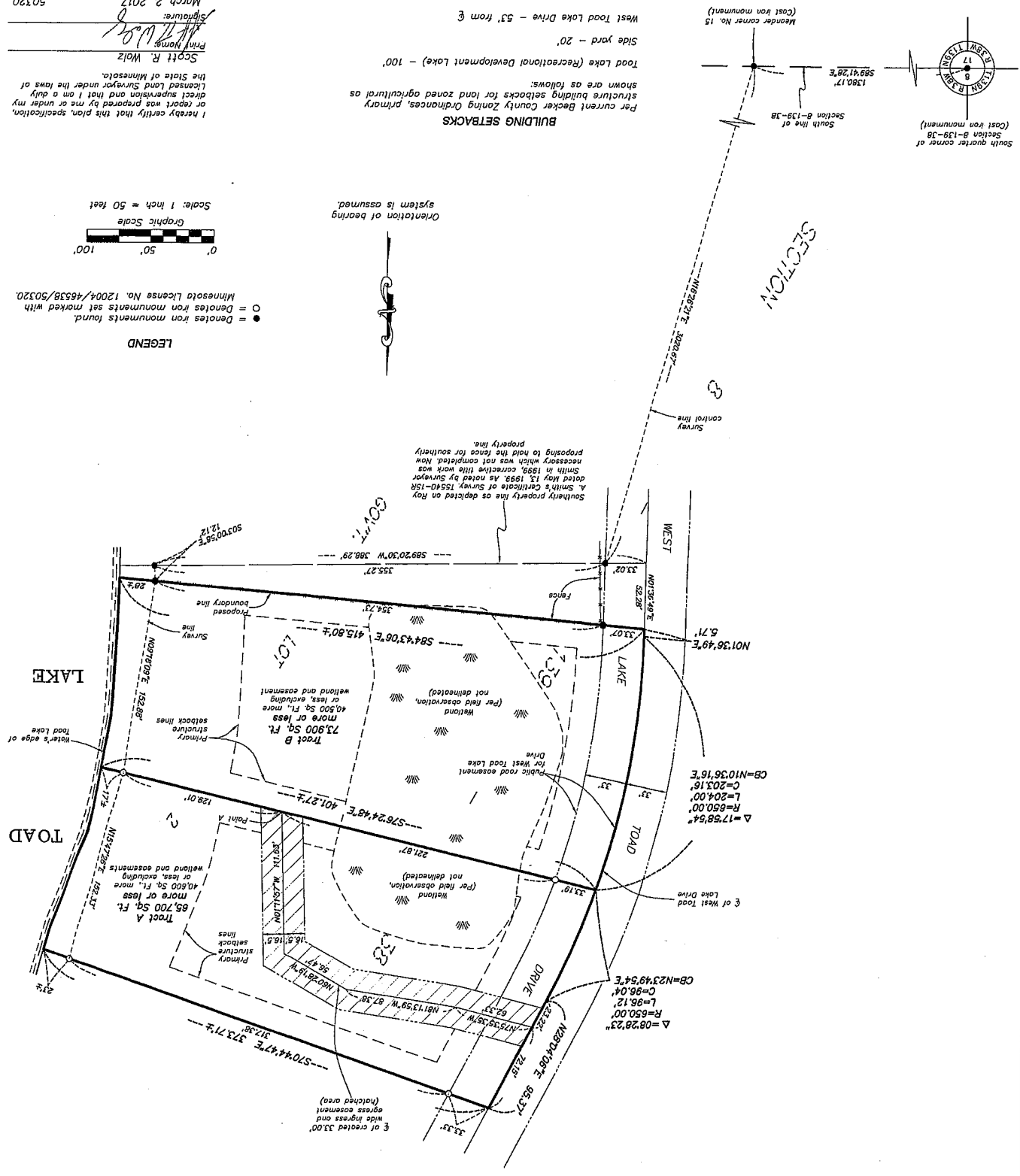
1118 HWY 59 SOUTH, DELICIOUS LAKES, MN 55301
OFFICE: 218-847-4289 FAX: 218-846-1945
EMAIL: frontdesk@meadowlarksurveying.com
www.meadowlarksurveying.com

SUSAN CARR
3800 W HEDGES RD
ELFRIDA, AZ 85610

03SCHLOSSMAN(C.C.)

Original	JJD	1.4 Acre tract attachment	11-11-2016
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IN GOVERNMENT LOT 2
SECTION 8-139-38
BECKER COUNTY, 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 licensed Land Surveyor under the laws of the State of Minnesota.

Scott R. Walz
Print Name: _____
Signature: *Scott R. Walz* _____
March 2, 2017
Date: _____
License # 50320

LEGEND

● = Denotes iron monuments found.
○ = Denotes iron monuments set marked with Minnesota license No. 12004/46538/50320.

Graphic Scale
Scale: 1 inch = 50 feet

Orientation of bearing system is assumed.

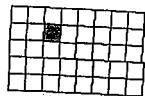
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Toad Lake

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Township 139N - Range 38W

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