



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****

Tuesday, October 9, 2018 @ 7:00 P.M.

3rd Floor Jury Assembly Room New Addition-Becker County Courthouse
Detroit Lakes, MN 56501

APPLICANT: Kevin Pladson
1100 19th Ave N
Fargo, ND 58102

Project Location: 10315 Co Hwy 5

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit for a Dollar General Store.

LEGAL LAND DESCRIPTION: Tax ID number: 060489002

W1/2 SW1/4 NE1/4 SW1/4; Section 36, TWP 138, Range 43, Callaway Township.

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 on day of Hearing, 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	

RECEIVED
AUG 30 2018
ZONING

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

First name(s): Pladson Last name: Kevin
Mailing Address: 1100 19th Ave North #101 City, State, Zip Fargo, ND 58102
Phone Number(s): 701-238-6548 *Comm Realty* Project Address: to be determined
Parcel number(s) of property: 060489002 Sect - Twp - Range: 36-138-43
Township Name: Cormorant Legal Description: see attached survey

REASON FOR CONDITIONAL USE REQUEST: _____
Construction of Dollar General retail store in Ag Zoning District.

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 8/17/2018
DATE

OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00 (\$426.00 if Commercial). If in Cormorant Township add \$25.00 surcharge to the filing fee. **Make check payable to Becker County Zoning.**
4. **Is the conditional use permit request after the fact?** [] Yes [X] No
If yes, after the fact application fee is an additional \$600.00.

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

SIGNATURE - ZONING ADMINISTRATOR DATE

PARCEL	
APP	CUP
YEAR	

BUSINESS PLAN

Name of Business: Dollar General

Owners of Business: Dollar General Corporation

Type of Business: Retail Sales Service Other

Type of Merchandise: general household and prepackaged food

Type of Service: n/a

Hours of Operation: 7am - 9 pm

Number of Employees: 5-8

Off - street Parking Plan: 38 spaces

Size of Structure to be used for Business: 85x85

New Structure: 7500 sf pre-engineered metal Existing Structure: _____

Signage Plan: sheet A7.1

Exterior Lighting Plan: sheet E5

Environmental Hazards: none

Other Comments: _____

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.

The proposed project will have no impact on the use and enjoyment of surrounding properties.

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.

Local use is primarily agricultural. The proposed project will not impede or limit development of surrounding property.

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

Access for the project will be from County Highway 5.

Storm water detention will be provided for impervious areas.

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.

38 off-street parking spaces will be provided. 30 spaces is typical.

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.

Trash enclosure will primarily contain cardboard and will be

enclosed by a 6' wooden privacy fence. Photometric design of

site lighting will be provided and will limit lighting to site boundary.

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;

n/a

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

n/a

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

n/a

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

n/a

650481

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 650481

May 11, 2018 at 11:45 AM
I hereby certify that the within
instrument was recorded in this office.
Patricia Swenson, County Recorder
By SKS Deputy

QUIT CLAIM DEED
Individual(s) to Individual(s)

No delinquent taxes and transfer entered;
Certificate of Real Estate Value () filed
() not required
Certificate of Real Estate Value No. _____
May 11, 2018

Mary E Hendrickson
County Auditor / Treasurer

(Reserved for
recording data)

By: JDC
06-0489-001 Deputy

STATE DEED TAX DUE HEREON: \$1.65

A

Dated: April 12, 2018

FOR VALUABLE CONSIDERATION, **Jay D. Carlson**, a single person, Grantor, hereby convey and quitclaim to **Kevin S. Pladson**, Grantee, real property in Becker County, Minnesota, described as follows:

West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), Section 36, Township 138 North, Range 43 West of the 5th P.M., consisting of 5 acres, more or less.

together with all hereditaments and appurtenances belonging thereto; and subject to easements and encumbrances of record.

CONSIDERATION FOR THIS TRANSFER IS LESS THAN \$500.

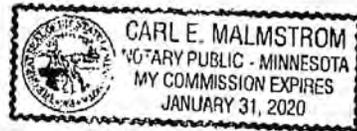
BECKER COUNTY DEED TAX
AMT. PD. \$ 1.65
Receipt # 1680787
Becker County Auditor/Treasurer

Jay D. Carlson
Jay D. Carlson
chg paid well

STATE OF MINNESOTA)
)ss
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 12th day of April, 2018, by Jay D. Carlson, a single person, Grantor.

Carl E. Malmstrom
Notary Public
My commission expires: _____



THIS INSTRUMENT DRAFTED BY:
Carl E Malmstrom
THORWALDSEN & MALMSTROM
Attorneys at Law
1105 E. Hwy 10 / P.O. Box 1599
Detroit Lakes, MN 56502-1599
Phone: (218) 847-5646

Send Tax Statements to:
Kevin S. Pladson
1100 19th Ave. North
Fargo, ND 58102

N/K
To: Pladson Law Office
1120 - 28th Ave N, Ste D
Fargo ND 58102

518624

CRV # 1524
No delinquent taxes and transfer entered
this 9 day of Dec, 2004
Keith A. Erickson
County Auditor, Becker Co
By *W. W. Tucker* Deputy

BECKER COUNTY RECORDER-STATE OF MN
Document No. 518624

Date DEC 9 2004 2:00 P.M.

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

Barlene Marnival
County Recorder by KO Deputy

Surveyors Sketch () not required
() filed Survey Book _____ Page _____

06.0489.000 Split ✓

MN WARRANTY DEED

*

FOR VALUABLE CONSIDERATION, Ralph T. Mahler, Annette Mahler, husband and wife, Brian Kihn, a single person, Grantors, hereby conveys and warrants to Kevin S. Pladson and Jay D. Carlson, as tenants in common, under the laws of the State of Minnesota, real property in Becker County, Minnesota, described as follows:

West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), Section 36, Township 138 North, Range 43 West of the 5 P.M., consisting of 5 acres more or less.

The Sellers warrant the consideration for this deed was \$22,500.00. Grantors covenant and represent that:

TERMINATION OF LIFE ESTATE. This warranty deed terminates the life estate of Brian Kihn on the property above described.

PERMANENT EASEMENT. The Grantors reserve onto themselves a permanent easement for access for ingress and egress, through, across and upon the land of the Grantees. The easement shall be of sufficient width to allow the construction of a road meeting Township specifications. The Grantors shall be solely responsible for the cost of construction of the road. The location of the easement shall be determined by the Grantees and in their discretion the easement may be located either across the above tract or the tract legally described as:

West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), Section 36, Township 138 North, Range 43 West of the 5 P.M., consisting of 5 acres more or less.

Any dispute concerning the location of the easement shall be resolved by binding arbitration. The easement shall be permanent and constitute a covenant running with the land.

The Grantors warrant there are no liens or encumbrances against the real estate.

There are no wells on the property.

To: Ohnstad Twichell P.C.

chg
✓ paid
well
non/std
extra

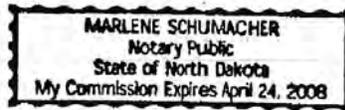
I hereby certify that taxes for the year 2004 on the lands described within are paid in full
Ryan Z. Bangen Co. Treas.
Schumacher Deputy

STATE OF North Dakota)
MINNESOTA)
COUNTY OF Cass) ss.

The foregoing instrument was acknowledged before me this 3rd day of January, 2003, by Ralph T. Mahler, Annette Mahler, husband and wife, Grantors.

(SEAL)

Marlene Schumacher
Notary Public



STATE OF North Dakota)
MINNESOTA)
COUNTY OF Cass) ss.

The foregoing instrument was acknowledged before me this 3rd day of January, 2003, by Brian Kihn, a single person, Grantor.

(SEAL)

Marlene Schumacher
Notary Public
MARLENE SCHUMACHER
Notary Public
State of North Dakota
My Commission Expires April 24, 2008

RECEIPT # 295957 DEC 09 2004
BECKER COUNTY
DEED TAX
AMT. PD. \$ 74.25
BECKER COUNTY TREASURER

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

THIS INSTRUMENT DRAFTED BY:
RETURN TO:

Jay D. Carlson, MN ID #14990
15 Broadway, Suite 502
Alerus Financial Building
P.O. Box 448
Fargo, ND 58107
(701) 232-3953

Jay D. Carlson
Kevin S. Pladson
172 Woodcrest Drive North
Fargo, ND 58102

PURCHASE AND SALE CONTRACT

SA SA

THIS PURCHASE AND SALE CONTRACT OF REAL PROPERTY (the "Agreement") made and entered into this ~~17th~~ ^{MAY} day of ~~April~~ 2018 by and between, KEVIN S. PLADSON and/or ASSIGNS, (hereinafter "Seller") and THE OVERLAND GROUP, LLC. and/or ASSIGNS, (hereinafter "Buyer")

WITNESSETH:

WHEREAS, Seller is the owner of a certain tract of real property measuring approximately 661' of frontage on ROAD by 315' of depth for a total 5± acres, in the Township of Cormorant, Becker County, Minnesota, which tract of land is generally shown on Exhibit "A" attached hereto and made a part hereof (the "Property"), The Property is legally described as:

West Half (W 1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), Section 36, Township 138 North, Range 43 West of the 5 P.M., consisting of 5 acres more or less, subject to a permanent easement (Exhibit "B" attached)

WHEREAS, Buyer desires to purchase the Property upon the terms, provisions and conditions hereinafter set forth, together with all right, title and interest, if any, of Seller in and to the real property described herein; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Buyer and Seller hereby covenant and agree as follows:

- PURCHASE PRICE.** The total purchase price for the Property shall be NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00). The Purchase Price, less credit for monies heretofore paid to Seller by Buyer for the Inspection Period and any payments made pursuant to Section 18 herein below, shall be paid to Seller at closing as hereinafter defined (the "Closing").
- EARNEST MONEY.** Buyer shall deposit ONE THOUSAND AND NO/100 (\$1,000.00) into a non-interest-bearing escrow account held by Kansas Secured Title, 220 W. Central, Ste. 100, El Dorado, Kansas 67042, Phone: 316-320-2410, Fax: 316-320-2452, within five (5) days after execution of the contract.
- INSPECTION PERIOD.** For a period of ninety (90) days from the date of this Agreement (the "Inspection Period"), Buyer shall have the privilege of going upon the Property as needed to confirm zoning, confirm availability of all utilities (including sewer), to inspect, examine, survey, make soil and subsoil tests, percolation tests, arrange financing for the proposed development and to otherwise do what Buyer reasonably deems necessary to determine, to Buyer's sole satisfaction, whether the Property is suitable for Buyer's intended development and use. If Buyer exercises its rights under the provisions of this Section, it shall (1) keep the Property free of any liens or third-party claims resulting therefrom; (2) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (3) indemnify and hold Seller harmless

Buyer's Initials

SA

Seller's Initials

KSP



PURCHASE AND SALE CONTRACT

from and against any and all liability, damages, claims, causes of action, costs or other expenses, including without limitation reasonable attorney's fees, paid, incurred or asserted against Seller any lien claims or for injuries to or death of persons or damage to property arising from or caused by Buyer's entry onto the Property or the negligence or willful misconduct of Buyer, its agents, employees and contractors in connection with the exercise by Buyer of the rights hereunder; and (4) if Closing does not occur for any reason, fully restore the Property as nearly as practicable to its condition immediately before such exercise. This Section shall survive the termination of this Agreement or Closing and delivery of the Deed. If Buyer determines, in its sole discretion, that the Property is unsuitable for its proposed development and gives notice of this to Seller prior to the expiration of the Inspection Period, then this Agreement shall terminate and all earnest monies less \$100 to Seller as independent consideration for the right to terminate shall be immediately returned to the Buyer. If Buyer terminates this contract before the end of the initial Inspection Period, Buyer shall be entitled to the immediate return of the Earnest Money without the need of Seller's release. Notwithstanding the foregoing, the Buyer may extend its Inspection Period for an additional ninety (90) days by depositing into escrow an additional FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) nonrefundable Earnest Money, for a total of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), which shall be applicable to the purchase Price but nonrefundable.

4. SURVEY. Buyer will secure at Buyer's expense a boundary survey of the Property, prepared by an engineer or land surveyor registered in the state of Minnesota, selected by Buyer. This boundary survey shows all easements, rights of way, encroachments and matters of record, together with a certification as to the number of acres. Seller shall not be required to reimburse Buyer for any survey costs.
5. CONVEYANCE AND PERMITTED EXCEPTIONS. Upon payment by Buyer of all amounts due at Closing for the Property and Buyer's performance of all other obligations to be performed by Buyer at Closing, Seller shall convey title to the Property to Buyer by general warranty deed subject to any permitted exceptions.
6. TITLE EVIDENCE. Within thirty (30) days after execution of this Contract for Purchase and Sale, Buyer shall obtain a commitment (the "Commitment") for owner's policy of title insurance from Kansas Secured Title, 220 W. Central, Ste. 100, El Dorado, Kansas 67042, Phone: 316-320-2410, Fax: 316-320-2452, certified to a current date, and at Closing, the title policy referred to in the commitment (the "Title Policy") in the amount of the Purchase Price. The Seller shall not be required to provide an abstract of title to Buyers. If the commitment or survey shows any defects or encumbrances or any covenant, restriction, easement or right-of-way of record or any private road or utility line or facility which in Buyer's reasonable judgment will materially interfere with Buyer's proposed development of the Property, then prior to Closing, Buyer shall notify Seller of its objections to any such matter. Seller shall have a reasonable time to cure the title defects to which Buyer has objected. If Seller fails to cure the title defects, Buyer shall have the option of either (1) accept title subject to the objections raised by Buyer and such accepted objections become Permitted Exceptions ("Permitted Exceptions") without any adjustment in the Purchase Price, or (2) rescind this Agreement, whereupon the earnest monies less \$100 to Seller as independent consideration for the right to terminate shall be immediately returned to Buyer by Escrow Agent, or (3) work with

Buyer's Initials

SA

Seller's Initials

KSD

PURCHASE AND SALE CONTRACT

Seller to satisfy unacceptable matters and postpone the closing date for the same time period as it takes to satisfy these matters.

7. DEVELOPMENT OF TRACT AND CONDITIONS PRECEDENT. Buyer's obligation to close is subject to the satisfaction, as of the Closing Date, of each of the conditions described below (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing Date). Unless specifically stated as Seller's obligation, the satisfaction of all these conditions shall be at Buyer's sole expense. Buyer shall diligently and in good faith pursue the satisfaction of these conditions and Seller shall promptly cooperate whenever required by Buyer. In the event the conditions below have not been satisfied to the Buyer's satisfaction, the Buyer shall have the right to terminate this Agreement by so notifying Seller in writing. In such event, the Escrow Agent shall return the refundable earnest money to Buyer.

A. Subdivision. In the event a subdivision plat is required pursuant to applicable law in connection with the conveyance of the Property to Buyer and/or the development of the Property, Buyer shall use diligent efforts to cause the Property to be properly subdivided in compliance with applicable law prior to Closing. Without limitation, Seller shall sign subdivision plats and other normal and customary documentation as may be required to comply with applicable laws relating to the subdivision of the Entire Tract.

B. Mutual Cooperation. Buyer and Seller agree to cooperate with one another in all reasonable respects in connection with any approvals, zoning changes or variances, or similar actions or consents which may be necessary or appropriate in connection with use of the Property and to otherwise cooperate in all reasonable respects in connection with the development of the Property. As of the Closing Date the Property shall be properly zoned for commercial real estate with all necessary zoning variances, and conditional use permits, if any are required, approved for Buyer's intended development. Buyer shall pay all costs incurred by either party in connection with satisfying this condition.

C. No Moratoriums. There shall be no development or building moratorium in effect with regard to the Property. In the event any such moratorium shall exist, then Buyer shall have the option of either (1) closing the transaction in accordance with the terms of this Agreement, (2) delaying closing until after the moratorium is lifted, or (3) terminating this Agreement by notice to the Seller, in which event the earnest monies shall be returned to Buyer.

D. Ingress and Egress. There shall be suitable ingress and egress to the Property, including all necessary turning movements and curb cuts for Buyer's proposed development. Seller shall not be obligated to construct an approach or driveway to the property, or obtain county approval for access.

Buyer and Seller agree that there shall be no cross access.

E. Sanitary Sewer and Water Facilities. Buyer shall have (1) determined that sanitary sewer and water facilities adequate to serve the Property are available and (2) secured all required governmental approvals for the installations and use of such sanitary sewer and water facilities. Seller shall have no obligation to provide sewer and water to the premises.

Buyer's Initials

SA

Seller's Initials

KP

PURCHASE AND SALE CONTRACT

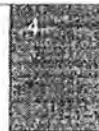
- F. Governmental Approvals. Buyer shall have obtained all necessary governmental approvals from the appropriate authorities for Buyer's proposed development, including without limitation, building permits, site plan approval including parking, and storm water retention. In addition, Buyer shall have received approval of its proposed tenant of the site plan as satisfying all tenants' conditions pursuant to tenant's lease agreement with Buyer. If Buyer's have requests pending before any government body for a permit, license or other approval required to begin the construction Buyer anticipates on the Property, Buyer may, by delivering written notice prior to expiration of this Agreement, extend the closing for thirty (30) days past such time as all applicable government bodies rule on the issuance of any requested permits, not to exceed one hundred twenty (120) days in addition to all other extensions provided for herein.
- G. Taxes/Liens. In the event there are unpaid taxes or liens relating to the Property for any time prior to the execution of the contract, Buyer will give Seller written notice by facsimile transmission or electronic mail of such unpaid taxes or liens effecting the Property and request that Seller pay those taxes or liens. In the event Seller fails to pay the taxes or liens within three (3) calendar days of Seller's receipt, Buyer may pay those taxes or liens directly and Seller shall reimburse Buyer for such paid amounts on or before Closing out of Seller's closing proceeds. The Parties agree that Seller will only be liable for taxes or liens resulting from its use of the Property prior to Closing. For purposes of this Section 7 (G), notice to Seller's agent shall constitute sufficient notice to Seller.
8. NON-NEGOTIATION. Seller hereby covenants and agrees that it shall not during the Inspection Period or any extension thereof, nor prior to closing, lease the Property or convey, demise, or otherwise encumber the Property except as specifically provided in this Agreement, and Buyer is aware the property has been subject to an informal agreement to farm the land.
9. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that:
- A. Buyer is a Missouri Limited Liability Company, duly organized, validly existing, and in good standing under the laws of the State of Missouri and duly authorized to transact business in and in good standing under the laws of the state where the Property is located.
- B. Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto.
10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller to the best of their knowledge represents and warrants, and covenants with, Buyer as follows:
- A. Seller has good and indefeasible fee simple title to the Property subject to matters of record and affecting the Property and at Closing will have and will convey to Buyer by warranty deed good and indefeasible fee simple title to the Property, free and clear of all liens, defects, encumbrances, conditions, exceptions, restrictions or other matters affecting title except Permitted Exceptions;
- B. Seller has full capacity, right, power and authority to execute, deliver and perform this

Buyer's Initials

SA

Seller's Initials

KSP



PURCHASE AND SALE CONTRACT

- Agreement and all documents to be executed by Seller pursuant hereto;
- C. Seller has not received any written notice of any current or pending litigation, tax appeals or environmental investigations against Seller or the Property and, to Seller's knowledge, there is no pending litigation, tax appeals or environmental investigations against Seller or the Property;
 - D. Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will be binding upon Buyer after the Closing. Seller has disclosed the informal agreement to farm the land;
 - E. Seller has not received any written notice from (or delivered any notice to) any governmental authority regarding any violation of any law applicable to the Property and, to the best of Seller's knowledge, there are no such violations;
 - F. There are no occupancy rights, leases or tenancies affecting the Property, other than the informal agreement to farm the land previously disclosed;
 - G. No person or entity has any option, right of first refusal or other right to purchase the Property or any part thereof or interest therein;
 - H. To Seller's knowledge, no pending or, to Seller's knowledge, threatened condemnation proceedings affecting the Property and Seller has not received any written notice that there is any pending or threatened condemnation of all or any part of the Property;
 - I. To Seller's knowledge, no hazardous substances have been generated, stored, released, or disposed of on or about the Property in violation of any law, rule or regulation applicable to a Property which regulates or controls matters relating to the environment or public health or safety (collectively, "Environmental Laws"). Seller has not received any written notice from (nor delivered any notice to) any federal, state, county, municipal or other governmental department, agency or authority concerning any petroleum product or other hazardous substance discharge or seepage relating to the Property. For purposes of this Agreement, "hazardous substances" shall mean any substance or material that is defined or deemed to be hazardous or toxic pursuant to any Environmental Laws; and
 - J. Seller has no knowledge of any hazardous or solid waste placed on the property that would require remediation or disposal.

Should Seller receive notice or actual knowledge of any materially inaccurate information regarding any of the matters set forth in this Section 10 after the date of this Agreement and prior to Closing, Seller will immediately notify Buyer of the same in writing. If Seller is unwilling or unable to correct such inaccuracy on or before Closing of the applicable Property, Buyer may cancel this Agreement and any Earnest Money shall be returned to Buyer. The representations and warranties of Seller shall Terminate at closing with the exception of warranting good title in the deed delivered.

- 11. NOTICES. All notices will be in writing and served by postage prepaid certified mail, by next day delivery (such as Federal Express), by facsimile transmission, or by electronic mail to the addresses shown below, until notification of a change of such addresses. All such notices shall be deemed delivered on the date initiated

Buyer's Initials

SA

Seller's Initials

KRP

PURCHASE AND SALE CONTRACT

For Buyer:
The Overland Group
194 Narrows Drive, Suite 1
Birmingham, AL 35242
Phone: 205-995-2990
Fax: 205-995-2989

With a Copy To:
The Overland Group
1598 Imperial Center, Ste. 2001
P.O. Box 885
West Plains, MO 65775

For Seller
Kevin S. Pladson
1100 19th Avenue North #101
Fargo ND 58102

Real Estate Agent:
Greg Anderson
Cormorant Realty
11737 County Highway 5
Lake Park, MN 56554
Cell: 701-238-6548
E-mail: garageguys@aol.com

Buyer's Initials

SA

Seller's Initials

KSP



PURCHASE AND SALE CONTRACT

12. AGENCY DISCLOSURE. THE BUYERS ARE LICENSED REAL ESTATE BROKERS IN THE STATES OF MISSOURI AND ALABAMA.

The listing company Cormorant Realty is an agent of the seller.
The selling company Cormorant Realty is assisting the buyer as a transaction broker.

13. BROKER. Each party represents and warrants to the other that Cormorant Realty is the only Broker in connection with the sale of the Property. Buyer agrees to pay Cormorant Realty in this transaction, in cash, at closing, a flat fee of \$5,000. Buyer and Seller each warrant and represent to the other that no real estate broker or agent other than Broker aforementioned has been used or consulted in connection with the negotiation or execution of this Agreement and each covenants and agrees that it will defend, indemnify and save the other harmless from and against any actions, real estate commissions, fees, costs and /or expenses (including reasonable attorney's fees) resulting or arising from acts of the indemnifying party and resulting in commission, fees, costs and/or expenses being actually found due to any real estate broker or agent by a court of competent jurisdiction in connection with the purchase and sale, if at all, of the Property.

14. DISCLAIMER. Seller and Buyer acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to the legal or tax consequences of this contract and the sale, purchase or ownership of the Property. Seller and Buyer acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

15. DEFAULT. In the event Seller breaches its covenant to convey the Property to Buyer or otherwise fails to perform its obligations under this Agreement which are to be performed by Seller at or prior to Closing in accordance with its terms, Buyer shall be entitled to one of the following as Buyer's sole remedy: (a) terminate this Agreement and receive a prompt and complete return of the Earnest and any other monies heretofore paid by Buyer to Seller; OR (b) obtain specific performance of this Agreement. If Buyer fails to perform as required under this Agreement, then Seller shall receive the earnest monies as liquidated damages, it being agreed between Buyer and Seller that such sum shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and the uncertainty of ascertaining actual damages for such default.

16. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA). In the Closing of this transaction, Seller and Buyer shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.

17. NON-BUSINESS DAYS. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or Notice or for the satisfaction of any condition precedent, or the expiration of any contingency period, as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery or satisfaction of such condition or expiration of such contingency period, shall be extended to the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or

Buyer's Initials

SA

Seller's Initials

KLP



PURCHASE AND SALE CONTRACT

federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota for observance thereof.

- 18 **CLOSING.** In the event Buyer exercises its rights to purchase the Property, the consummation of the purchase and sale, delivery of the deed of conveyance and payment of the Purchase Price (the "Closing") shall take place at a legal office on a date and time mutually agreed to by the parties hereto, but in no event later than sixty (60) days after the end of the Inspection Period, or any extensions of Closing as outlined in Section 18. All federal, state, county and municipal ad valorem real property taxes and assessments with respect to the Property shall be prorated at closing. If the amount of such taxes and assessments is not known as of closing, then the pro-ration of such taxes and assessments shall be made upon the basis of the most recent ascertainable statements, and such prorations shall be adjusted when such taxes and assessments are available.

Seller agrees that it shall deliver sole and exclusive possession of the Property to Buyer at Closing free and clear of all tenancies. Seller further agrees that Buyer shall have the option to set a closing date upon sixty (60) days written notice. Seller shall be able to remove any furniture, buildings, fixtures, or contents prior to closing. Any furniture, buildings, fixtures, or contents remaining on the property after closing shall be owned by the Buyer. In the event that Buyer sets a closing date in accordance with this section and Seller fails or refuses to close on the closing date as set, Buyer may, (1) either waive the default and proceed to close the transaction, or (2) terminate the contract.

Notwithstanding the foregoing, Buyer may extend the closing date for two (2) additional periods of sixty (60) days each upon payment of \$5,000, for each extension, to the Escrow Agent at the time each such extension is requested, which deposits shall be non-refundable (subject only to Seller's ability to convey clear title), and shall be applied towards the Purchase Price at closing.

Seller will pay at closing the costs of Seller's counsel, preparation of the deed a title insurance policy in an amount equal to the Purchase Price up to the sum of \$300.00 and transfer taxes for the conveyance. Buyer will pay the cost of Buyer's counsel, the cost of the survey, all loan costs required by Buyer's lender, including title policy cost in excess of owner's policy provided by Seller, escrow fees, and recording fees for the deed and mortgage, and any applicable mortgage tax.

- 19 **GOVERNING LAW.** This Agreement shall be construed, and the terms hereof shall be enforceable, in accordance with the internal laws (as distinguished from the conflicts of law provisions) of the State where the Property is located, and in the event any legal proceedings are brought in connection with this Agreement, the parties agree that the venue therefore shall be only state and federal courts located in the state where the Property is located, and the courts to which an appeal therefrom may be taken.
- 20 **SEVERABILITY.** In case any of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.

Buyer's Initials

SA

Seller's Initials

KR

10

PURCHASE AND SALE CONTRACT

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures may be faxed or e-mailed.
22. AMENDMENTS. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
23. CROPS/FARMING. In the event that the Property is farmed for crops, Seller shall have the right to plant crops on the property, maintain and harvest the crop while Property is under contract. If Buyer closes on the Property and desires to commence construction prior to harvesting the crops, Buyer shall pay Seller the sum of \$2000.00 as compensation for the crop loss. Buyer may also request that Seller forego planting any crops by written request to Seller, with Buyer paying Seller \$1,000.00 as compensation for the anticipated loss of profit. Any amounts paid pursuant to this paragraph shall be in addition to the purchase price stated in paragraph 1.
24. EXPIRATION. If this Agreement is not executed by Seller and Buyer on or before 5:00 P.M., CST/CDT time ~~April 13th 2018~~ ^{MAY 7th 2018}, this Agreement shall be null and void and shall have no force and effect and neither Seller nor Buyer shall have any further obligations hereunder. The effective date of this Agreement shall be the date upon which the later of Seller or Buyer executes this Agreement. SX KAS
25. BINDING ARBITRATION CLAUSE. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association. The number of arbitrators shall be one. The place of arbitration shall be Detroit Lakes, Minnesota. Minnesota law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussion, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, nor Broker nor any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. If any clause or provision of this Agreement, or the application thereof to any entity or circumstance, is or becomes illegal, invalid or unenforceable to any extent because of present or future laws or rules or regulation of any governmental body or entity, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby and that the same shall otherwise remain enforceable to the fullest extent permitted by law. This Agreement shall be construed under Minnesota law, and the parties agree that any action to enforce this Agreement shall not be affected thereby and that the same shall otherwise remain enforceable to the fullest extent permitted by law.

Buyer's Initials

SX

Seller's Initials

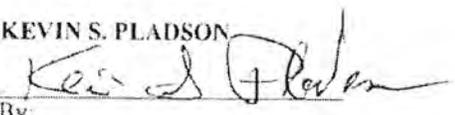
KAS



PURCHASE AND SALE CONTRACT

Seller(s)

KEVIN S. PLADSON

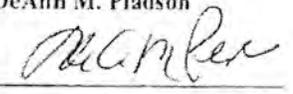
By: 

As Its:

Date: 4-13-18

DEANN M. PLADSON consents to the execution of the purchase agreement by KEVIN S. PLADSON, spouse, and agrees to execute a warranty deed for "the Property" for her marital interest in the property to the Seller at the time of closing.

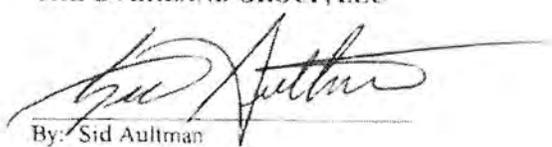
DeAnn M. Pladson

By: 

Date: 4-13-18

Buyer:

THE OVERLAND GROUP, LLC

By:  Sid Aultman

As Its: Member

Date: 5/4/2018

Buyer's Initials

SA

Seller's Initials

KSP



PURCHASE AND SALE CONTRACT

EXHIBIT "A"



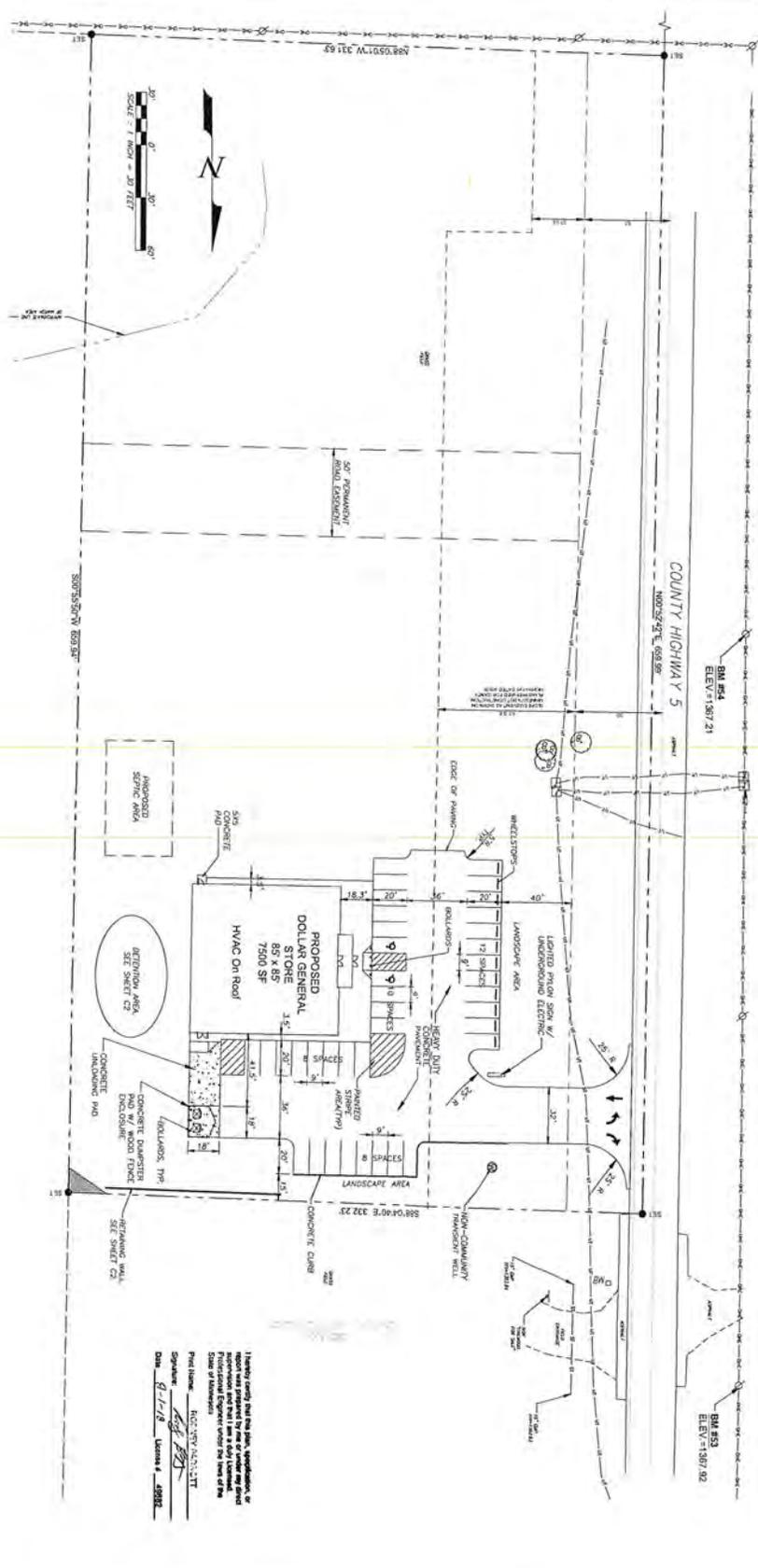
Buyer's Initials

SA

Seller's Initials

ICAR

10



800-252-1166
 www.gopherstateonecall.org

UTILITY DISCLAIMER

EXISTING UNDERGROUND UTILITIES AND RELATED STRUCTURES IN THE VICINITY OF THIS PROJECT HAVE BEEN IDENTIFIED AND SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EXISTING UTILITIES AND STRUCTURES. SUCH INFORMATION AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THIS INFORMATION IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.



GENERAL NOTES:

1. ALL SETBACKS TO PROPOSED BUILDING SHALL BE AS SHOWN ON THIS PLAN.
2. ALL SETBACKS TO PROPOSED BUILDING SHALL BE AS SHOWN ON THIS PLAN.
3. ALL SETBACKS TO PROPOSED BUILDING SHALL BE AS SHOWN ON THIS PLAN.
4. ALL SETBACKS TO PROPOSED BUILDING SHALL BE AS SHOWN ON THIS PLAN.
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8. ALL SETBACKS TO PROPOSED BUILDING SHALL BE AS SHOWN ON THIS PLAN.
9. ALL SETBACKS TO PROPOSED BUILDING SHALL BE AS SHOWN ON THIS PLAN.

GENERAL NOTES:

1. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
2. ALL WORKMANSHIP AND MATERIALS SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE CITY ENGINEER.
3. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE AGENCIES WHICH HAVE JURISDICTION IN THE VICINITY OF THE CONSTRUCTION TO BE AFFECTED.
4. THE CONTRACTOR MAY UTILIZE THE FOLLOWING TOLL FREE PHONE NUMBER: (800) 252-1166. THIS PHONE NUMBER IS AVAILABLE ANYTIME WITHIN THE STATE OF MINNESOTA.
5. ALL DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONSTRUCTION SHALL UNDER NO CIRCUMSTANCES CAUSE OR DAMAGE ANY TREES OR SHRUBS.
7. CLEARING AND GRUBBING OPERATIONS AND DISPOSAL OF ALL DEBRIS THEREFROM SHALL BE ACCORDING TO THE CITY ENGINEER'S INSTRUCTIONS.
8. THE CONSTRUCTION SHALL KEEP THE STREETS CLEAN OF MUD AND DEBRIS.
9. THE CONSTRUCTION SHALL KEEP THE STREETS OPEN TO TRAFFIC AT ALL TIMES.

I hereby certify that the plans, specifications, or report were 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 J. GARDNER, P.E.
 Signature: [Signature]
 Date: 8-1-18 License # 49882

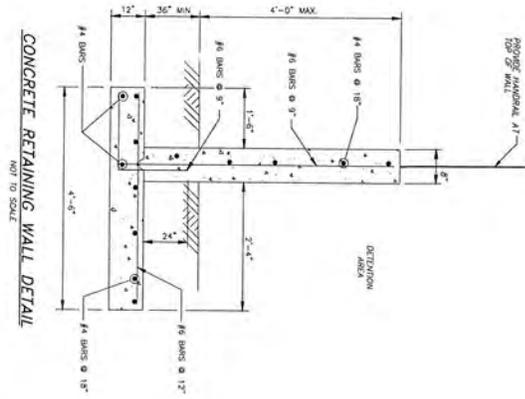
DOLLAR GENERAL
 CORMORANT, MINNESOTA
 SITE PLAN

Overland
 ENGINEERING, LLC
 1526 FEDERAL CTR. STE. 200 WEST PLAINS, MN 55975
 PHONE: (479) 264-8356 FAX: (479) 264-8352
 info@overlandeng.com

NO.	DATE	DESCRIPTION	BY

DOLLAR GENERAL
 COUNTY HIGHWAY 5 CORMORANT, MINNESOTA
 1526 FEDERAL CTR. STE. 200 WEST PLAINS, MN 55975
 PHONE: (479) 264-8356 FAX: (479) 264-8352
 info@overlandeng.com

SHEET
 C1



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
 Date: 8-1-18
 Signature: [Signature]
 Title: [Title]

C6
SHEET

DOLLAR GENERAL
 CORMORANT, MINNESOTA
 DETAILS

Overland
 ENGINEERING, LLC
 1588 IMPERIAL CIR., STE. 2009 WEST PLAINS, MO 63175
 PHONE: (417) 256-8156 FAX: (417) 256-8152
 www.overlandeng.com

NO.	DATE	DESCRIPTION	BY

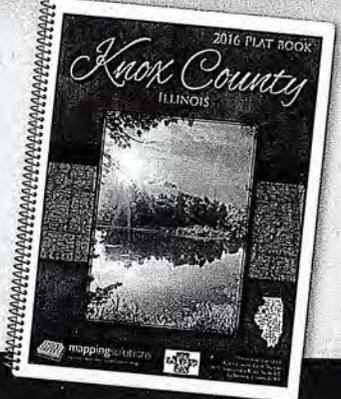
DOLLAR GENERAL
 COUNTY HIGHWAY & COMMUNITY, MINNESOTA

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- Arkansas
- Iowa
- Minnesota
- Ohio
- Florida
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- Illinois
- Louisiana
- Missouri
- Wisconsin



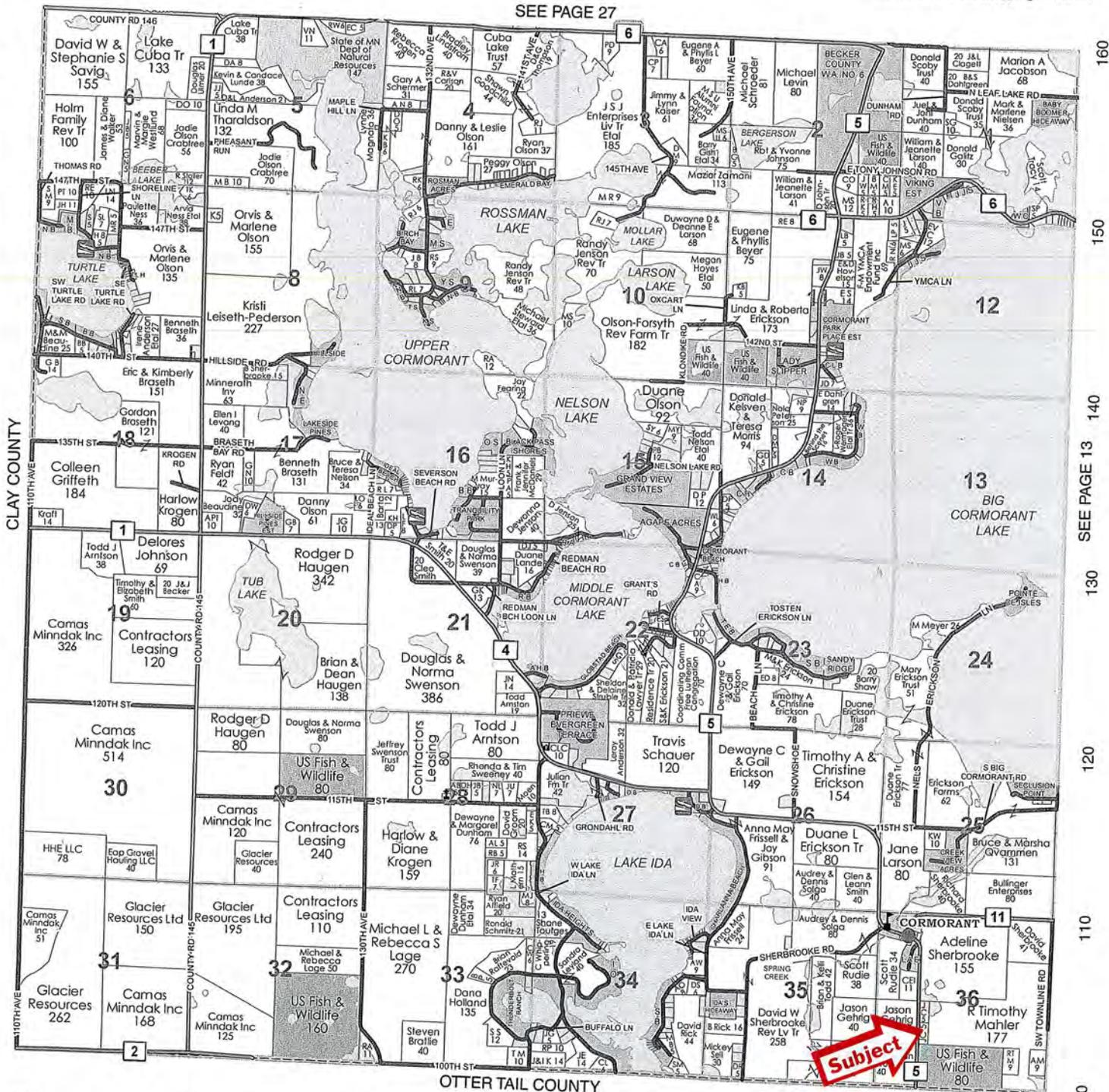
mappingsolutionsGIS.com



Cormorant

Township 138N - Range 43W

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Subject



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

Tuesday, October 9, 2018 @ 7:00 P.M.

3rd Floor Jury Assembly Room New Addition-Becker County Courthouse
Detroit Lakes, MN 56501

APPLICANT: Kasey Klemm
1159 LONG BRIDGE CIR
Detroit Lakes, MN 56501

Project Location: 22500 175th St

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit to mine and excavate gravel.

LEGAL LAND DESCRIPTION: Tax ID number: 020170002

25-139-42 PT SE1/4 NW1/4: BEG SE COR SE1/4 NW1/4, W 300', N 33.01', N 767.26', E 290.37', S 800' TO POB.
TRACT B.; Section 25, TWP 139, Range 42, Audubon Township.

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.

*Please visit: http://www.co.becker.mn.us/government/meetings/planning_zoning/planning_commission/ to view full application.

Jurisdiction: This Project comes under the Regulatory Jurisdiction of the Becker County Zoning Laws.

Regulatory Authority: This Application will be reviewed according to the provisions of the Becker County Zoning Ordinance. The decision whether to issue a Permit will be based on an evaluation of the probable impact including cumulative impacts, of the proposed activity. That decision will reflect the concern for both protection and utilization of important resources. All factors, which may be relevant to the proposal, will be considered including the cumulative effects: Land Use, Shoreline Protection, Water Supply and Conservation, Safety, Economics, in General, the Needs and Welfare of the People.

** Weather conditions may change the Hearing date and time. If bad weather occurs, please listen to the local Detroit Lakes Radio Stations or contact the Zoning Office, by 4:30 PM on day of Hearing, for possible rescheduling of the Hearing.



~ CONDITIONAL USE APPLICATION ~
BECKER COUNTY PLANNING & ZONING

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

PARCEL	020170002
APP	CUP
YEAR	2018
SCANNED	

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

First name(s): Kasey Last name: Klemm
Mailing Address: 1159 Longbridge Circle, State, Zip Detroit Lakes MN 56501
Phone Number(s): (218) 849-7687 Project Address: 22500 175th St.
Parcel number(s) of property: 02-0170-002 Sect - Twp - Range: 25-139-042
Township Name: Cadogan Township Legal Description: See Exhibit A-

REASON FOR CONDITIONAL USE REQUEST:

REC'D
SEP 07 2018
ZONING

I would like to mine and excavate for gravel. I would like to do this to make the land more usable.

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.

Kasey Klemm Sept 5/2018
SIGNATURE OF APPLICANT DATE

OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00 (\$426.00 if Commercial). If in Cormorant Township add \$25.00 surcharge to the filing fee. **Make check payable to Becker County Zoning.**
4. **Is the 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 project will have no effect on the surrounding land. I will landscape as I complete the project with soil slopes and stay back from the property lines.

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.

The material I use out of this area will have no effect on the surrounding land.

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

I will put silt fence up for drainage in the lower area of the project and contain any water from the excavated materials on site.

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.

NA

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.

I will keep the hours of operation within normal hours of a business day. I will also keep the dust down due to slower speeds on the gravel road and on leaving the roads.

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;

NA

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

NA

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

NA

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

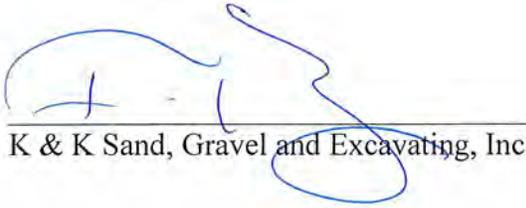
NA

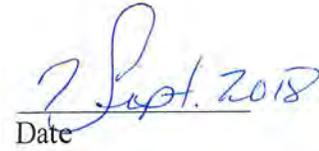
Operation Plan for Aggregate Mining
Tax Parcel ID: 02.0170.002

1. Name of Applicant: K & K Sand, Gravel and Excavating, Inc
Street Address: 1159 Long Bridge Cir.
City, State, Zip Code: Detroit Lakes, MN 56501
Phone Number: (218) 849-7687
2. Name of Landowner: Kasey A. Klemm
3. Legal Description: See attached Exhibit A
4. Attachments: Deed, map, and Title Insurance Policy
5. Currently the land is zoned for agricultural use.
6. Material to be excavated: Fill sand, various rock sizes and class five.
7. Estimated groundwater depth in the area is greater than 30 feet.
8. Timetable for commencement and cessation of mining operations:

Months: March through December
Days: Occasional Monday through Saturday
Hours: 7 am to 6:30 pm
9. Top Soil Management: The topsoil will be stripped and stockpiled for future reclamation. The clay will be pushed up to be used to build a berm around the perimeter of the pit and seeded where necessary to reduce storm water erosion.
10. The primary method of mining to be used on 5.42 acres of land will be the process of taking aggregate with Dozers, Loaders and a portable crusher. (The crusher will be there as needed) The additional machinery involved will include Trucks and Conveyor. All contractors hired to work at this location must provide proof of the appropriate permits.
11. The operation should not need any additional screening from the view of the surrounding land uses since the surrounding area cannot be seen from the road.
12. The noise generated from the operation should not affect surrounding land uses do to them all being similar in nature.
13. The dust generated from the operation will be controlled by applying water mist to the plant and within the pit area as needed.

14. Any erosion from the exposed earth will be confined to the area of the proposed pit and will be controlled in the best way possible.
15. Post mining reclamation plan: Upon completion of the removal of aggregate materials the pit edges will be sloped, clay and topsoil will be spread over the unused portions of the pit bottom area and planted with grass. The pit restoration will be ongoing with the depletion of the material.
16. Access to the pit area: There will be an approach added as shown in a map provided.


K & K Sand, Gravel and Excavating, Inc


Date

CERTIFICATE OF SURVEY

IN THE SE 1/4-NW 1/4
SECTION 25-139-42
BECKER COUNTY, MINNESOTA



LEGEND

- = Denotes iron monuments found.
- = Denotes iron monuments set marked with Minnesota License No. 12004/46538/200320.

Orientation of bearing system is indicated.

Graphic Scale
0' 100' 200'
Scale: 1 inch = 100 feet

BUILDING SETBACKS
 Per current Becker County Zoning Ordinances, primary structure building setbacks for land zoned agricultural are as follows:
 Side yard - 20'
 Rear yard - 40'
 175th Street - 78' from E

I hereby certify that this plan, specification, report, or other document was prepared by me or under my direct supervision and that I am a duly licensed professional land surveyor under the laws of the State of Minnesota.

Scott R. Wells
 Professional Land Surveyor
 License No. 503720
 Date: February 15, 2017

Revised here indicates official copy

CLIENT:	MARTY ANDERSON 22 TROT LAKES, W. 56501
COMP FILE:	13WAUT0(C0000003)
CRD FILE:	13WAUT0(C0000003)
DWG FILE:	ZSM_AND0500M_L005
COMP BY:	JLD
DRAWN BY:	JLD

MEADOWLAND SURVEYING, INC.
 1118 HWY 14, DETROIT LAKES, MN 56501
 OFFICE: 218-847-4288 FAX: 218-846-5245
 EMAIL: frontdesk@meadowlandsurveying.com
 www.meadowlandsurveying.com

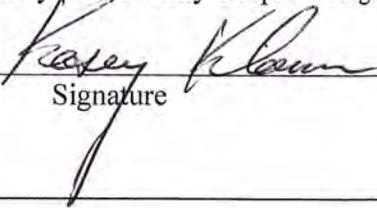
DRAWING NUMBER: 19130-15

To complete this application, a detailed site plan must be attached.
 The site plan must include the following information:

PARCEL	02.0170.002
APP	Land Alt
YEAR	2018

1. Size of the property, showing the location of the lot lines;
2. Area that the work is to be done (width and length of project);
3. Final slopes of project;
4. Drainage plan showing direction of drainage and how the drainage will be contained;
5. Distance the project will be from lake; river; stream; property lines; wetlands and structures.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. I also understand that, once issued, the permit will be valid for a period of six (6) months. I also understand that bare ground shall be covered temporarily with mulches or similar materials and permanent vegetation cover shall be established as soon as excavation is completed. I also understand that I am responsible for securing any other local, state, or federal permits that may be required, including but not limited to watershed districts, MN Department of Natural Resources, Soil and Water Conservation, MN Pollution Control Agency or US Army Corps of Engineers.



 Signature

 Date

Additional notes: _____

Application Fee: 100 + Fines _____ + Total Fees 100

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

Application is hereby **DENIED** based on the fact that _____
 by order of: _____ as of this date _____

Receipt Number _____ Date Paid _____

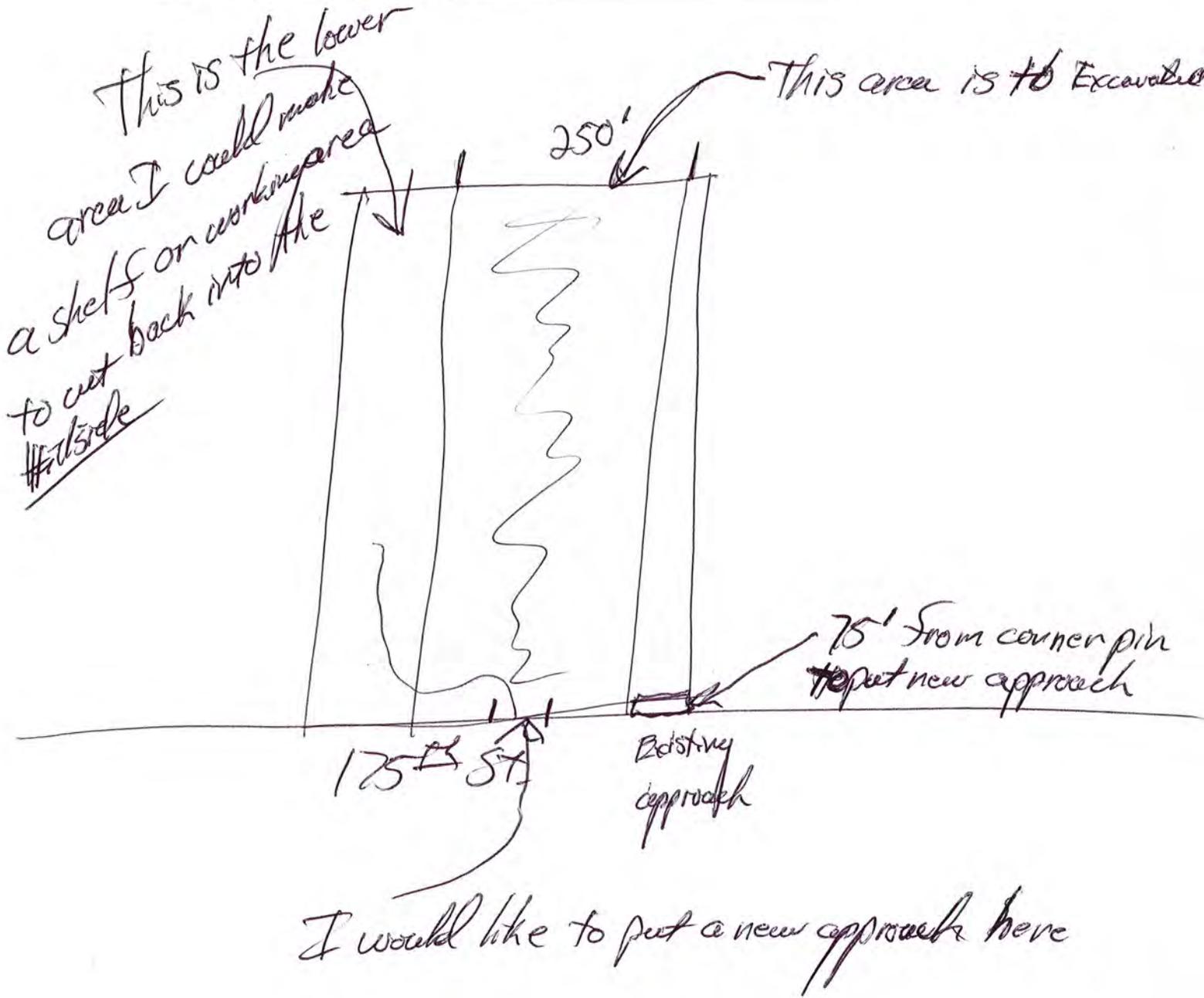
Additional Receipt Number _____ Date of Additional Receipt _____

Date of Final Inspection: _____

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: _____



OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
MINNESOTA TITLE & CLOSING COMPANY
819 WASHINGTON AVENUE
DETROIT LAKES, MN 56501-0000
PHONE: (218) 847-1297



Policy Number **OX-12382191** File Number: **18074385AL**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

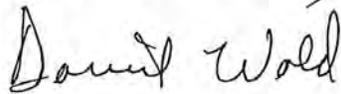
Countersigned:

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

652929

BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 652929

August 17, 2018 at 9:41 AM
I hereby certify that the within
instrument was recorded in this office.
Patricia Swenson, County Recorder
By SKS Deputy

CERTIFICATE OF REAL
ESTATE VALUE FILED # 015992

No delinquent taxes and transfer entered
this 17th day of Aug, 20 18
Mary E. Hendrickson
Becker County Auditor/Treasurer
By [Signature] Deputy

02
20-0170-002

WARRANTY DEED

eCRV# 854892

STATE DEED TAX DUE HEREON: \$171.60

Date: August 16, 2018

A

FOR VALUABLE CONSIDERATION, the Grantor, **Martin L. Anderson**, a single person,
hereby conveys and warrants to the Grantee, **Kasey Klemm**, real property in Becker County,
Minnesota, described as follows:

SEE ATTACHED LEGAL DESCRIPTION IN EXHIBIT "A"

P.N.: 02.0170.002

Together with all hereditaments and appurtenances belonging thereto; subject to the following
exceptions: Easements, restrictions, and reservations of record, if any.

The Grantor(s) certify that the Grantor(s) does/do not know of any wells located on the described real
estate.

A Well Disclosure Certificate accompanies this document.

The Grantor(s) certify that the status and number of well(s) on the described real estate has not
changed since the last previously filed Well Disclosure Certificate.

[Signature]
Martin L. Anderson

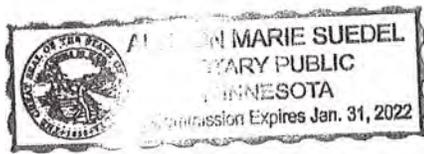
BECKER COUNTY DEED TAX
AMT. PD. \$ 171.60
Receipt # 689515
Becker County Auditor/Treasurer

chg
paid
well

STATE OF MINNESOTA)
)
) SS.
COUNTY OF BECKER)

The undersigned Notary Public does hereby certify that **Martin L. Anderson, a single person**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of August, 2018.



Allison Marie Suedel
Notary Public
My commission expires: 1/31/2022

Mail tax statements to:

Kasey Klemm
1159 Long Bridge Circle
Detroit Lakes, MN 56501

This document prepared by:
Minnesota Title & Closing Company
819 Washington Avenue
Detroit Lakes, MN 56501
Telephone: (218) 847-1297

EXHIBIT "A"

That part of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section Twenty-five (25), Township One Hundred Thirty-nine (139) North, Range Forty-two (42) West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows: Beginning at the southeast corner of said Southeast Quarter of the Northwest Quarter (SE1/4NW1/4); thence westerly 840.00 feet along the south line of said Southeast Quarter of the Northwest Quarter (SE1/4NW1/4); thence 800.00 feet parallel with the east line of said Southeast Quarter of the Northwest Quarter (SE1/4NW1/4); thence easterly 840.00 feet parallel with the south line of said Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) to the east line of said Southeast Quarter of the Northwest Quarter (SE1/4NW1/4); thence southerly 800.00 feet along the east line of said Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) to the point of beginning.

Subject to an easement for the public road purposes for 175th Street over, under and across the southerly 33.00 feet of the above-described tract.

P.N.: 02.0170.002

Common Address: 22500 175th Street, Detroit Lakes, Minnesota 56501



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

	Date: 9/19/2018
	1:2,400

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

Becker County





"PROUDLY SERVING ALL YOUR TITLE NEEDS SINCE 1952"

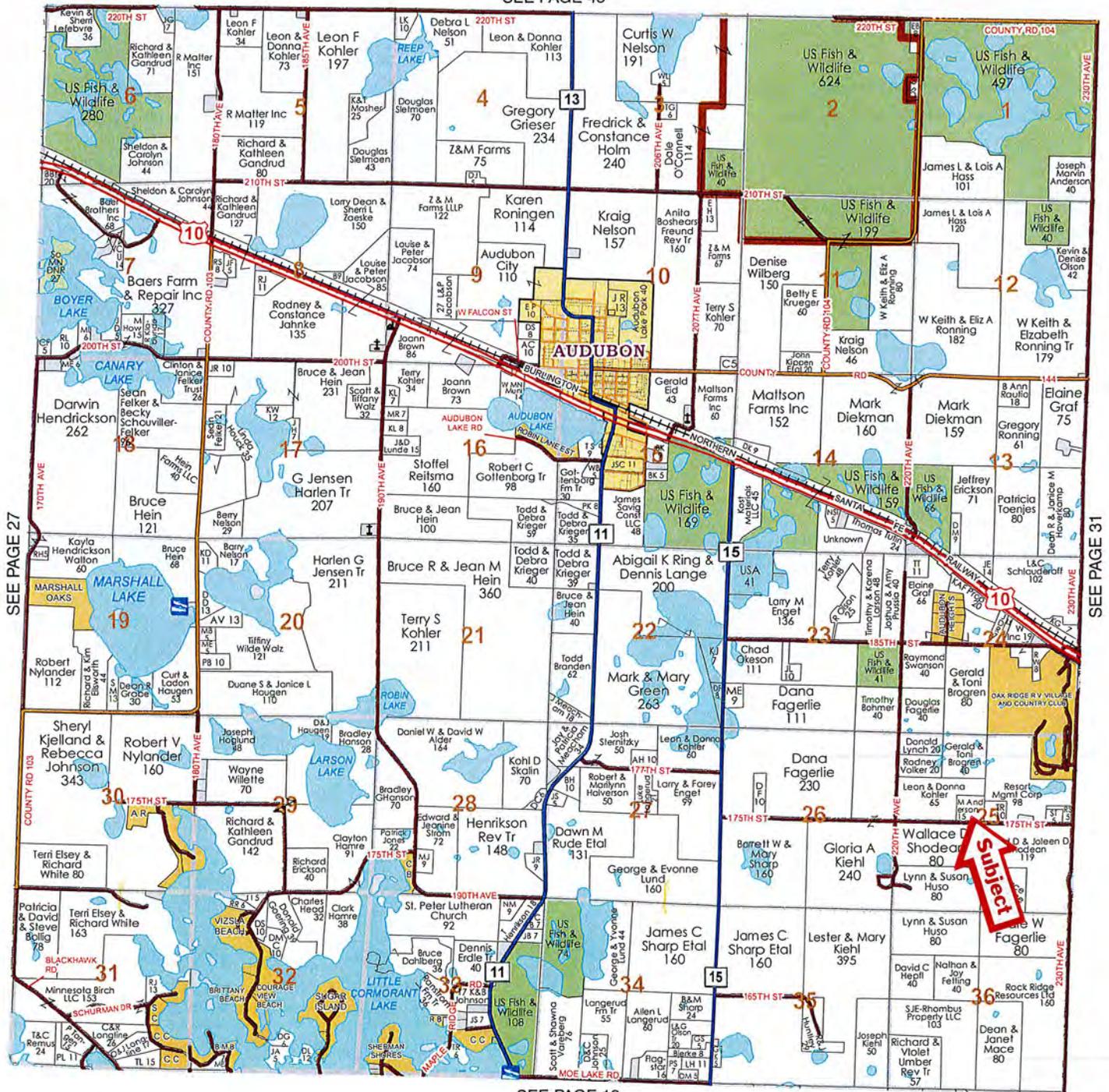


Audubon

Township 139N - Range 42W

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SEE PAGE 45



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SEE PAGE 31

SEE PAGE 13

Recommended Amendments to the Becker County Zoning Ordinance

Proposal # 1.)

The intent of the proposed language is to allow storage structures on vacant lots without an existing principle use. As our ordinance reads today a storage structure may only be built on a property if it is incidental to a current principle use.

Chapter 10, Definitions.

Storage Structure: Any building or structure used for non-residential or non-commercial use.

Chapter 5 Table 5-1

Use Type	Table 5-1 Land Use Districts													Commercial			Industry	
	General Agriculture		Special Protection		Residential			High Density Residential		Water Oriented Commercial								
	All Lakes Rivers	Non Shore land	All Lakes Rivers	Non Shore land	GD & RD Lakes	NE Lakes & Rivers	Non Shore land	All Lakes Rivers	Non Shore land	GD & RD Lakes Rivers	NE Lakes	Non Shore land	GD & RD Lakes Rivers	NE Lakes	Non Shore land	M	Ad m. & W h s g	
G. Other Uses																		
<u>Storage Structure</u>	P	P	C	C	P	P	P	C	C	P	P	P	P	P	P	C	C	

Chapter 8, Section 15.

Multi-Unit Storage Structure Developments

- A. **Purpose and applicability:** The purpose of this section is to establish the procedure and criteria to evaluate multi-unit storage structure developments for private ownership. It is intended to provide a means to create a cluster style development for privately owned storage structures.
- B. **Where allowed:** Multi-unit storage structure developments are allowed for new projects on undeveloped land, redevelopment of previously developed land, or conversion of existing buildings in land use districts where storage structures are permitted.
- C. **Definition:** Multi-unit storage structure developments consisting of sites or units that are sold or leased for the purpose of private storage, work space or any other non-residential and non-commercial use associated with storage structures.

- D. **Review process:** Multi-unit storage structure developments shall be considered a plat and processed as subdivisions of land into units, lots or parcels as outlined in Chapter 8, Section 5 of this ordinance.
- E. **Application for a Multi-unit storage structure development** The applicant for a multi-unit storage structure development shall submit the following documents prior to final action being taken on the application requests:
- a. **Preliminary site plan:** A site plan for the project showing locations of property boundaries, surface water features, proposed units or lots, common elements and structures, land alterations, topographic contours at ten foot intervals or less and sewage treatment and water supply systems (if any are being proposed).
 - b. **Property owners association:** A property owner's association agreement with mandatory membership with the following features:
 - i. Membership shall be mandatory for each unit or site purchaser and any successive purchasers;
 - ii. Each member shall pay a pro rata share of the association expenses and unpaid assessments can become liens on units or sites;
 - iii. Assessments shall be adjustable to accommodate changing conditions; and
 - iv. The association shall be responsible for insurance, taxes and maintenance of all commonly owned property and facilities.
 - v. Any changes to the association agreement related to the layout, impervious surface, surface water flow or other uses/features that were included in the approved site plan shall be submitted to the County for Planning Commission and County Board approval.
- F. **Design requirements:**
- a. **Density:** The density of multi-unit storage structure developments shall be determined by the allowable impervious surface coverage for the land use district.
 - b. **Water and Septic:** If water is being supplied to the units, it is recommended that a common well be utilized, if possible. Considering the units are not for habitation, it is acceptable to utilize septic holding tanks designed and installed in accord with Minnesota Department of Health requirements and Section 4 of this ordinance.
 - c. **Erosion control and stormwater management:** Erosion control and stormwater management shall be developed in accord with any Minnesota Pollution Control Agency requirements or Watershed District in which the multi-unit storage structure development is situated. If the multi-unit storage structure development is not located with and Watershed District or if the governing Watershed District nor MPCA does not have or require erosion control and stormwater management standards the multi-unit storage structure development shall:
 - i. **Erosion control design standard:** Erosion control systems shall be designed, and the construction managed, to reduce the likelihood of serious erosion occurring either during or after construction.
 - ii. **Method of control:** Erosion control shall be accomplished by limiting the amount of and the length of time of bare ground exposure. Temporary ground covers, sediment entrapment facilities, vegetated buffer strips, or other appropriate techniques shall be used to reduce erosion impacts on surface water features. Erosion control plans approved by a Soil and Water

Conservation District may be required if project size and site physical characteristics warrant; and

- iii. **Stormwater management design standard:** Stormwater management systems shall be designed and constructed to effectively manage reasonable expected quantities and qualities of stormwater runoff.

Chapter 7, Section 3.

Section 3 Accessory Uses and Storage Structures

- A. **Accessory uses.** The following accessory uses, in addition to those specified elsewhere in this Ordinance, shall be permitted in any residential district if the accessory uses do not alter the character of the premises in respect to their use for the purposes permitted in the district.
 1. The operation of accessory facilities and equipment in connection with schools, colleges, universities, hospitals and other institutions permitted in the district.
 2. Recreation, refreshment and service buildings in public parks and playgrounds.
- B. **Accessory buildings and storage structures.** The following requirements shall apply to accessory buildings and storage structures in all land use districts.
 1. **Attached.** An accessory building or storage structure attached to the main building is part of the main building and shall comply in all respects with the requirements for the main building.
 2. **Not in side yard.** A detached accessory building or storage structure other than a fence shall not be located in any required front or side yard in a residential subdivision.
 - a. **Accessory and storage structure use limited.** A detached accessory building or storage structure, such as a garage, shall not be used as a guest cabin capable of providing independent human habitation.
 3. **Accessory and storage structure height limit.** The height of an accessory building or storage structure shall be limited to twenty-two feet (22') at the peak when located within four hundred feet (400') of a lake or within three hundred feet (300') of a river or stream. The height of an accessory building or storage structure located over four hundred feet (400') from a lake or over three hundred feet (300') from a river or stream shall be limited to the height allowed by the zoning district in which it is located.
 4. **Accessory and storage structure area and size limits.**
 - a. Accessory and storage structures located within two hundred feet (200') of a lake or river/stream cannot exceed one thousand two hundred (1200) square feet in size. The accessory or storage structure must be located within the setback lines and the total impervious surface area cannot exceed twenty-five (25) percent of the lot area.
 - b. Accessory and storage structures located over two hundred feet (200') from a lake and less than four hundred feet (400') from a lake or over two hundred feet (200') from a river/stream and less than three hundred feet (300') from a river/stream cannot exceed two thousand four hundred (2400) square feet in size. The accessory or storage structure must be located within the setback lines and the total impervious surface area cannot exceed twenty-five (25) percent of the lot area.

- c. Accessory and storage structures located over four hundred feet (400') from a lake or three hundred feet (300') from a river/stream must be located within the setback lines and the total impervious surface area cannot exceed twenty-five percent (25%) of the lot area.
5. **Accessory building and storage structure setback.** Accessory or storage structures located within the shoreland district may be permitted twenty feet (20') from the right-of-way of a platted or dedicated township road or fifty-three feet (53') from the centerline of a non-platted or non-dedicated township road. This setback does not apply to a County or State Highway. Accessory and storage structures may be permitted twenty (20) feet from the rear lot line.

Proposal # 2.)

Our current ordinance states the County as well as an Incorporated City which has adopted subdivision authority by resolution within two miles of city limits are both required to approve subdivisions. The proposed amendment would give full authority to said Incorporated City. See Minnesota State Statute 462.358, Subd. 1A.

Chapter 8, Section 5, B., 1., b.

Cities. Where any municipality has adopted extra-territorial subdivision platting regulations as provided by State law, any proposed plat lying within two (2) miles of said municipality shall ~~also~~ be submitted to and approved by said municipality

Proposal # 3.)

Chapter 5 of our ordinance contains a table for our reference when determining land use and permitting requirement in the county. "P" represents a permitted use and can be approved by our office. "C" represents conditional and may be approved by the Planning Commission. "N" designates the use is not permitted or conditional in any land district. The proposed amendment to "Use Interpretation" would allow the Planning Commission to interpret whether or not a use is fitting and compatible to a district instead of the Board of Adjustments.

Chapter 5, Section 1, D.

Use interpretation. If a use is not listed or does not have a designated type of use, the use may be allowed if it is of the same general character as those listed as Permitted (P), or Conditional (C) uses in the use table, provided the use is deemed fitting and compatible to the district by the ~~Becker County Board of Adjustment~~ **Becker County Planning Commission**, and is not listed as a Not Permitted (N) Use.