



COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

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

BOARD OF ADJUSTMENT NOTICE OF PUBLIC HEARING

HEARING DATE AND LOCATION

Thursday, January 24, 2019 @ 7:00 P.M.

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

APPLICANT: Dean Mickelson
13137 Co Hwy 43
Frazee, MN 56544

Project Location: 13137 Co Hwy 43, Frazee MN

APPLICATION AND DESCRIPTION OF PROJECT:

Request a variance to subdivide an agricultural farmstead to create a side yard setback to be nine (9) feet and the rear property setback to be one (1) foot from a structure, due to setback issues.

LEGAL LAND DESCRIPTION: **Tax ID number: 31.0109.001**; Section 17 Township 138 Range 037; 17-138-37 W1/2 NW1/4 LESS 5.88AC; W1/2 SW1/4 LESS 3.93AC & LESS 7.13AC. **Tax ID Number: 31.0109.002**; Section 17 Township 138 Range 037; 17-138-37 PT SW1/4 SW1/4: BEG SW COR SEC 17, N 866.25', E 354.27', S 890.01', W 353.86' TO POB, Spruce Grove Township.

Replies/Comments: Interested parties are invited to submit to the Becker County Department of Planning, Zoning, and Land Use, written facts, arguments or objectives before the scheduled date of the Hearing. These statements should bear upon the suitability of the location and the adequacy of the Project and should suggest any appropriate changes believed to be desirable. Replies may be addressed to:

PLANNING AND ZONING DEPARTMENT
915 Lake Avenue
Detroit Lakes, MN. 56501

FAX Number 218-846-7266
EMAIL: zoning@co.becker.mn.us

If you have questions about the Project, feel free to call 218-846-7314.

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

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

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

Parcel ID	Parcel Address	Project/City	Owner Name	Owner Address	Owner City	Owner State	Owner Postal Code
310046000			LTK MICKELSON FARMS LLC	14870 CO HWY 43	FRAZEE	MN	56544
310049000			JOSEPH A OLSON	48849 140TH ST	MENAHGA	MN	56464
310050001			OAKRIDGE FARMS LP	14411 CO HWY 43	FRAZEE	MN	56544
310107002	48467 140TH ST		ELEANOR J HUWE	48467 140TH ST	MENAHGA	MN	56464
310108000	48312 ST HWY 87		ROSS PAURUS	51618 CO HWY 40	MENAHGA	MN	56464
310109000	13379 CO HWY 43		WILLIAM J BAUMGART	13379 CO HWY 43	FRAZEE	MN	56544
310109001			DAVID O & ORDEAN MICKELSON	13328 CO HWY 43	FRAZEE	MN	56544
310109002			ORDEAN J & DIANE L MICKELSON	13137 CO HWY 43	FRAZEE	MN	56544
310110000	13863 CO HWY 43		MICKELSON FARMS INC	14847 CO HWY 43	FRAZEE	MN	56544
310113000	47874 ST HWY 87		ANTHONY P BECK	49028 ST HWY 87	MENAHGA	MN	56464
310114000	13328 CO HWY 43		JANICE&DAVID MICKELSON JR	13328 CO HWY 43	FRAZEE	MN	56544
310114001			MINNESOTA TURKEYS/MICKELSON FARMS LLC	14848 CO HWY 43	FRAZEE	MN	56544
310116001	47947 140TH ST		TOM MICKELSON & KEVIN MICKELSON	14870 CO HWY 43	FRAZEE	MN	56544
310116002			MINN TURKEYS/MICKELSON FARMS	14870 CO RD 43	FRAZEE	MN	56544
310121000			DARWIN E & TARA R HUWE	12693 CO HWY 43	MENAHGA	MN	56464
310123000	48341 ST HWY 87		ROBERT & CYNTHIA SUCHON	48341 ST HWY 87	MENAHGA	MN	56464



BECKER COUNTY PLANNING & ZONING

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

VARIANCE APPLICATION

PARCEL	
APP	Variance
YEAR	
SCANNED	

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

First name(s) DEAN MICKELSON Last Name _____
 Mailing Address 13137 CO Hwy 213 City, State, Zip FRAZEE, MN 56549
 Phone Number 218-346-2929 Project Address: SAME
 Parcel number(s) of property: 31.0109.00/31.0109.002 Sect - Twp - Range: 17-138-37
 Township Name: Spruce Grove Legal Description: See Attached

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

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

Please provide a brief description detailing the above variance request:

Request a variance to subdivide an agricultural farmstead with a side yard setback of 9' from a building and a rear setback of 2' from a building.

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

Setback must include decks and patios, current and proposed.

- Ordinary High Water Mark (OHWM) Proposed Distance (setback) _____ feet
 Lot Line Proposed Distance (setback) 2' rear + 10' side feet
 Road Right of Way (ROW) Proposed Distance (setback) _____ feet
 Type of Road [] Township [] County [] State
 Crest of bluff Proposed Distance (setback) _____ feet
 Impervious Surface Coverage Proposed Impervious Lot Coverage _____ sq ft %

- Was the lot recorded prior to 1971? Yes No
 Was the lot recorded between 1971 & 1992? Yes No
 Was the lot recorded after 1992? Yes No
 Will this be a new lot split? Yes No

- What is the current square footage of the structure? N/A
 What is the proposed addition square footage? N/A
 What is the current height of the structure? N/A
 What is the proposed height of the structure? N/A
 Is there a basement to the structure? N/A
 Will the proposed addition have a basement? N/A
 Will the roofline of the existing structure be changed? N/A
 Will the main structural framework of the structure be altered? N/A
 What is the current percentage of lot coverage? _____
 What is the proposed percentage of lot coverage? _____

RECEIVED
JAN 08 2019
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;
3. Non-refundable filing fee of \$326.00. (\$426.00 if Commercial). If in Cormorant Township add \$25.00 surcharge to the filing fee. **Make check payable to Becker County Zoning.**
4. Is the variance request after the fact? [] Yes [] No
If yes, after the fact application fee is an additional \$600.00.

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

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

THE PROPERTY IS ZONED FOR AGRICULTURE USE
AND WILL REMAIN AND WILL REMAIN SAME USE

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

THE PROPERTY IS IN DISTRICT 1. DISTRICT 1 POLICY
IS TO SUPPORT AG USE

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

THE VARIANCE WILL NOT ALTER THE CURRENT
AG USE.

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

THE WAY THE PROPERTY LINES ARE PROPOSED
IT WILL MAKE THE PROPERTY FUNCTIONAL FOR
BOTH PARTIES.

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

THE PROPERTY IS SURROUNDED BY PREDOMINATELY
AG USE AND WILL REMAIN THE SAME.

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

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

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

Applicant's Signature: Dean Meckelton Date: 1-8-19

(Office Use)
Date Received 1-08-19 Accepted [] Incomplete Application [] Date _____

Zoning Administrator

Billy's ↑ Property

#4 BARN

STRAW SHED

#3 BARN

#2 BARN

Supply SHED

#5 BARN

MACHINE SHED

#1 BARN

EGG HOUSE

TREES

MACHINE SHED

DEAN'S HOUSE

9+

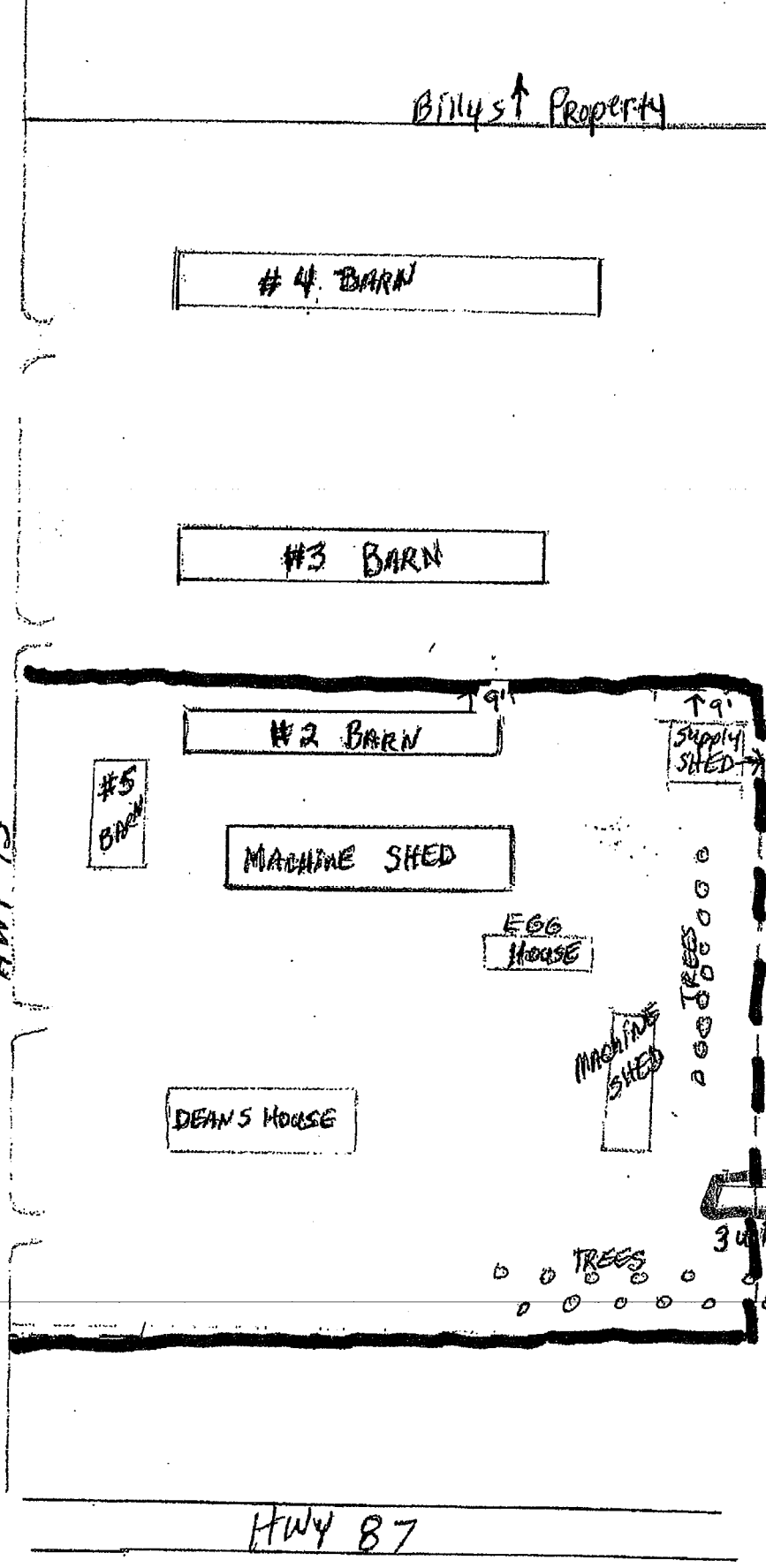
To be Removed

3' x 11'

TREES

HWY 43

HWY 87



310114000

18

310113000

41

310109001

17

310109002

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.

Split to create a New Parcel

1:3,380

Date

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

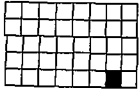
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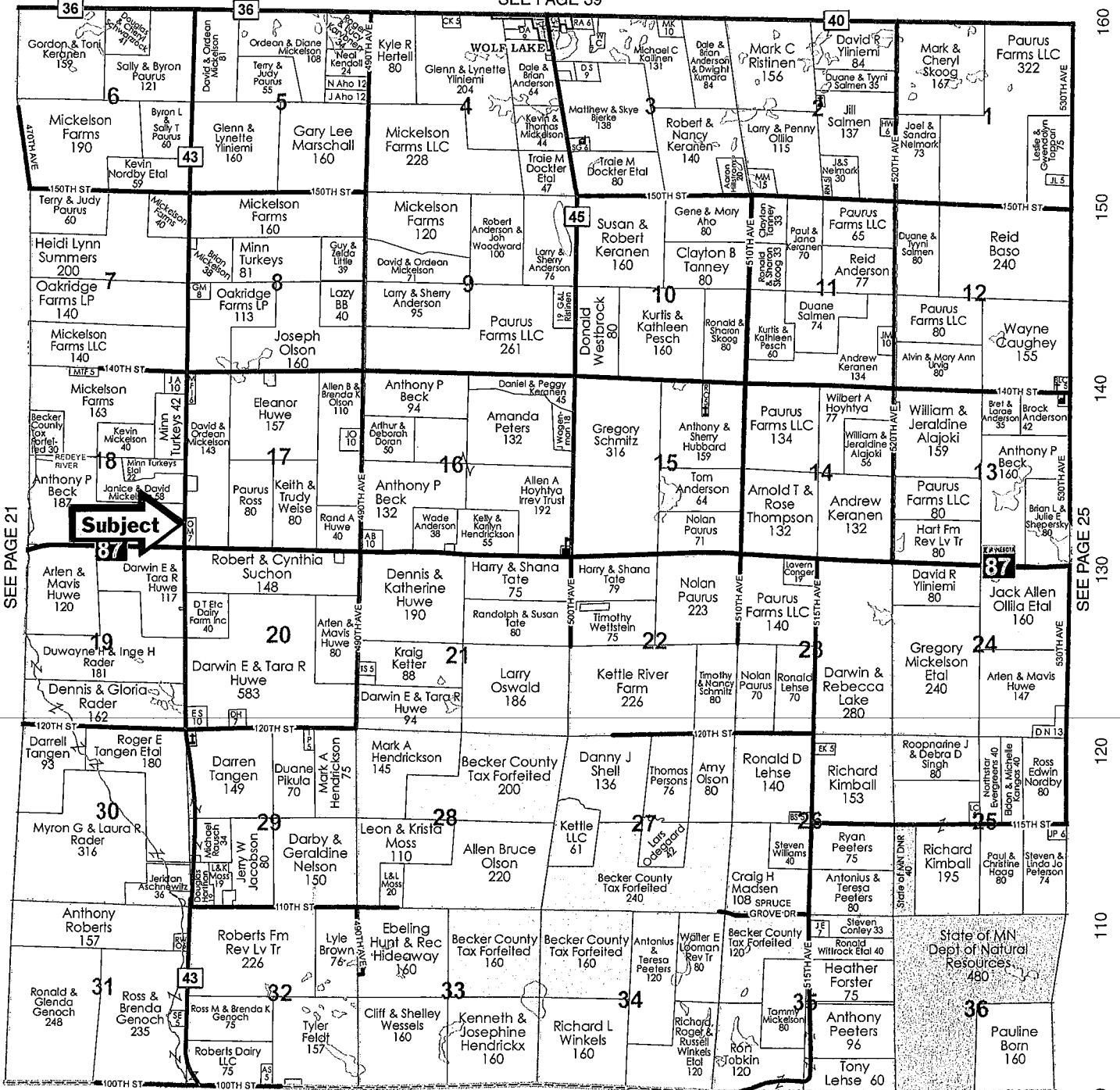


Spruce Grove

Township 138N - Range 37W

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SEE PAGE 39



OTTER TAIL COUNTY



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

Scale:	1:18,056
Date:	1/9/2019



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

579923

BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 579923

June 24, 2010 at 9:49 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 24th day of June, 2010
Ryan L. Tangen
Becker County Auditor/Treasurer
By [Signature] Deputy

31.0109.001 split ✓

BECKER COUNTY DEED TAX

AMT. PD. \$ 1.65
Receipt # 452822
Becker County Auditor/Treasurer

QUIT CLAIM DEED

SURVEYORS SKETCH () NOT REQUIRED
(✓) FILED SURVEY BOOK 21 PAGE 29

Individual to Joint Tenants

STATE DEED TAX
DUE HEREON: \$1.65

Dated: February 5th, 2010

I certify the taxes due in the current
tax year for the whole parcel are paid.
Ryan L. Tangen
Becker County Auditor/Treasurer
By [Signature] Deputy

FOR VALUABLE CONSIDERATION, DAVID O. MICKELSON, JR. and JANICE M. MICKELSON, husband and wife, and ORDEAN J. MICKELSON and DIANE L. MICKELSON, husband and wife, Grantors, hereby convey and quitclaim to ORDEAN J. MICKELSON and DIANE L. MICKELSON, as joint tenants, Grantee, real property in Becker County, Minnesota, described as follows:

That part of the Southwest Quarter of the Southwest Quarter in Section 17, Township 138 North, Range 37 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Beginning at a found iron monument which designates the southwest corner of said Section 17; thence North 00 degrees 56 minutes 24 seconds West on an assumed bearing along the West line of said Section 17 for a distance of 866.25 feet; thence North 86 degrees 09 minutes 28 seconds East for a distance of 354.27 feet; thence South 00 degrees 56 minutes 24 seconds East for a distance of 890.01 feet to the South line of said Section 17; thence North 89 degrees 59 minutes 51 seconds West along the South line of said Section 17 for a distance of 353.86 feet to the point of beginning. The above described tract contains 7.13 acres.

SUBJECT TO Trunk Highway No. 87 right of way easement over, under and across that part of the above tract described as follow:

Beginning at a found iron monument at the aforementioned point of beginning; thence North 00 degrees 56 minutes 24 seconds West along the west line of said Section 17 for a distance of 133.31 feet; thence South 89 degrees 53 minutes 10 seconds East for a distance of 47.18 feet; thence South 45 degrees 25 minutes 13 seconds East for a distance


chg
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well
non/std
extra

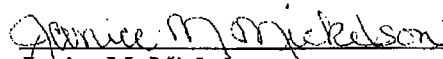
of 142.54 feet; thence easterly on a non-tangential curve concave to the North, having a central angle of 00 degrees 01 minutes 55 seconds and a radius of 68,679.94 feet, for a distance of 38.28 feet. The said curve having a chord bearing of North 89 degrees 58 minutes 30 seconds East and a chord distance of 38.28 feet; thence North 89 degrees 57 minutes 33 seconds East for a distance of 168.51 feet thence South 00 degrees 56 minutes 24 seconds East for a distance of 33.31 feet to the south line of said Section 17; thence North 89 degrees 59 minutes 51 seconds West along the South line of said Section 17 for a distance of 353.86 feet to the point of beginning of said Trunk Highway No. 87 right way of easement.

AND FURTHER SUBJECT TO County State Aid Highway No. 43 right of way easement over, under and across that part of the above tract described as follows:

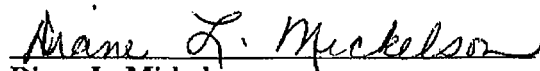
Commencing at a found iron monument at the aforementioned point of beginning; thence North 00 degrees 56 minutes 24 seconds West along the west line of said Section 17 for a distance of 133.31 feet to the northerly right of way line of said Trunk Highway No. 87, said point is the point of beginning of said County State Aid Highway No. 43 right of way easement; thence continuing North 00 degrees 56 minutes 24 seconds West along the west line of said Section 17 for a distance of 732.94 feet; thence North 86 degrees 09 minutes 28 seconds East for a distance of 41.89 feet; thence continuing North 86 degrees 09 minutes 28 seconds East for a distance of 6.20 feet; thence South 00 degrees 52 minutes 24 seconds East for a distance of 736.24 feet to the northerly right of way line of said Trunk Highway No. 87; thence North 89 degrees 53 minutes 10 seconds West along the northerly right of way line of said Trunk Highway No. 87 for a distance of 47.18 feet to the point of beginning of said County State Aid Highway No. 43 right of way easement;

together with all hereditaments and appurtenances belonging thereto.


David O. Mickelson, Jr.


Janice M. Mickelson


Ordean J. Mickelson


Diane L. Mickelson

STATE OF MINNESOTA)
) ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 5th day of February, 2010,
by David O. Mickelson, Jr., husband of Janice M. Mickelson, Grantor.



Tarin Ladwig
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 5th day of February, 2010,
by Janice M. Mickelson, wife of David O. Mickelson, Grantor.



Tarin Ladwig
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 17th day of February, 2010,
by Ordean J. Mickelson, husband of Diane L. Mickelson, Grantor.

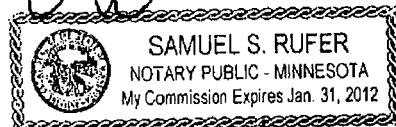


Tarin Ladwig
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 24th day of February, 2010,
by Diane L. Mickelson, wife of Ordean J. Mickelson, Grantor.

S.S. Ruf
Notary Public



THE TOTAL CONSIDERATION FOR THIS TRANSFER
IS \$500.00 OR LESS.

THE SELLER CERTIFIES THAT SELLER DOES NOT KNOW
OF ANY WELLS ON THE ABOVE-DESCRIBED REAL PROPERTY.

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

Ordean J. & Diane L. Mickelson
13137 County Hwy 43
Frazee, MN 56544

This Instrument Was Drafted By:
To: PEMBERTON, SORLIE, RUFER & KERSHNER, P.L.L.P.
903 Washington Avenue, P.O. Box 1409
Detroit Lakes, Minnesota 56502-1409
Telephone: 218-847-4858

PSR&K Substitute Form 1099-S Not Needed

2010-7012.666
LJH:alh

612275

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 612275

October 24, 2013 at 10:03 AM
I hereby certify that the within
instrument was recorded in this office.
Darlene Maneval, County Recorder
By SKS Deputy

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 25th day of ~~August~~ ^{July}, 2012, by and between David O. Mickelson and Jan Mickelson, husband and wife, and Ordean Mickelson and Diane Mickelson, husband and wife, party of the first part, hereinafter collectively referred to as "the Mickelsons", and Marty Ekern and Patty Ekern, husband and wife, party of the second part, hereinafter collectively referred to as "the Ekrens":

WITNESSETH THAT:

WHEREAS, the Mickelsons now own the property herein sometimes referred to as "the Mickelson Property", located in the County of Becker, State of Minnesota, which property is more fully described as follows, to-wit:

31-0109-001

The Northwest Quarter of the Southwest Quarter in Section 17, Township 138 North, Range 37 West of the Fifth Principal Meridian in Becker County Minnesota, excepting that part described as follows:

Commencing at a found iron monument which designates the West Quarter corner of said Section 17; thence South 00 degrees 56 minutes 24 seconds East on an assumed bearing along the West line of said Section 17 for a distance of 385.38 feet to the point of beginning; thence continuing South 00 degrees 56 minutes 24 seconds East along the West line of said Section 17 for a distance of 473.97 feet; thence North 89 degrees 03 minutes 36 seconds East for a distance of 48.95 feet to an iron monument on the easterly right of way line of County State Aid Highway No. 43; thence continuing North 89 degrees 03 minutes 36 seconds East for a distance of 322.57 feet to an iron monument; thence North 00 degrees 56 minutes 24 seconds West parallel with the West line of said Section 17 for a distance of 448.00 feet to an iron monument; thence North 86 degrees 56 minutes 35 seconds West for a distance of 322.81 feet to an iron monument on the easterly right of way line of said County State Aid Highway No. 43; thence continuing North 86 degrees 56 minutes 35 seconds

chg
paid
well

Marty & Patty Ekern
2355 St Clair Circle
Detroit Lakes, MN
56501

West for a distance of 49.62 feet to point of beginning. The above described tract contains 3.93 acres.

WHEREAS, the Ekrens now own the property herein sometimes referred to as "the Ekren Property", located in the County of Becker, State of Minnesota, which property is more fully described as follows, to-wit:

That part of the Northwest Quarter of the Southwest Quarter in Section 17, Township 138 North, Range 37 West of the Fifth Principal Meridian in Becker County Minnesota, described as follows:

31-0109-000

Commencing at a found iron monument which designates the West Quarter corner of said Section 17; thence South 00 degrees 56 minutes 24 seconds East on an assumed bearing along the West line of said Section 17 for a distance of 385.38 feet to the point of beginning; thence continuing South 00 degrees 56 minutes 24 seconds East along the West line of said Section 17 for a distance of 473.97 feet; thence North 89 degrees 03 minutes 36 seconds East for a distance of 48.95 feet to an iron monument on the easterly right of way line of County State Aid Highway No. 43; thence continuing North 89 degrees 03 minutes 36 seconds East for a distance of 322.57 feet to an iron monument; thence North 00 degrees 56 minutes 24 seconds West parallel with the West line of said Section 17 for a distance of 448.00 feet to an iron monument; thence North 86 degrees 56 minutes 35 seconds West for a distance of 322.81 feet to an iron monument on the easterly right of way line of said County State Aid Highway No. 43; thence continuing North 86 degrees 56 minutes 35 seconds West for a distance of 49.62 feet to point of beginning. The above described tract contains 3.93 acres.

WHEREAS, the Ekren Property is supplied with water from a well system situated on the Mickelson Property and the parties hereto now find it necessary to have a written agreement that states the rights and responsibilities of each party with regard to that well system;

WHEREAS, in addition to said well system, there are water distribution facilities that start at the well and go to the residence on the Ekren Property, hereinafter referred to as "water distribution system", for the purpose of supplying water to said residence;

WHEREAS, it is the intention and purpose of the undersigned parties that the well and distribution system shall be used and operated to provide an adequate supply of water to the Ekren Property, for the domestic consumption of the occupants of the residence situated thereon, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the Ekren Property;

WHEREAS, it is also the intention and purpose of the undersigned parties that the well and water distribution system shall also be used and operated to provide an adequate supply of water to the agricultural building situated on the Mickelson Property where the well itself is located, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the Ekren Property;

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on the Ekren Property with water from the well for all domestic uses of a single family residing therein and to supply the agricultural building in which the well is located with water for those agricultural purposes for which it is presently being used; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system,

NOW, THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on the Mickelson Property shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That, until this Agreement is terminated as hereinafter provided, the Ekrens and, their heirs, successors and assigns, for the exclusive benefit of the residence on the Ekren Property and for the exclusive use of the household residing therein, are hereby granted the right to draw water from the well located on the Mickelson Property for daily domestic use excluding the right to draw water to fill swimming pools of any type or any other purpose that would require a significantly higher volume of water than the Ekrens have been using.

2. That the owners or residents of the dwelling located on the Ekren Property, as of the date of this Agreement shall pay or cause to be paid promptly one-

fourth of all expenses for the operation—including but not being limited to the electrical cost of operating the well—and maintenance of the well and water distribution system that may become necessary. Shared expenses include the cost of electricity for pumping repairs and maintenance on said well and water distribution system. Excepted from this manner of allocating the repair costs is the water line to the residence on the Ekren Property. Repair to the water line on the Ekren Property shall be paid by the Ekrens. Repair to the waterline on the Mickelson Property shall be paid by the Mickelsons.

3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair or maintenance of the well or water distribution system will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among the parties so damaged. Additionally, the cost of any repair necessitated by the negligence or intentional act of a party hereto or a family member or guest or visitor or representative of a party hereto shall be paid by that party.

4. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations.

5. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.

6. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, an easement over, across and through the respective parcels as shall be reasonably necessary for the maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. This easement shall be limited to such portions of the Ekren Property and the Mickelson Property as are reasonably necessary to repair and maintain the well and water distribution systems. If this easement creates marketability of title issues for any party hereto, the parties shall obtain a survey that will confine the easement to a clearly described tract. The cost of said survey shall be shared equally by the parties hereto—the Ekrens and the Mickelsons. Additionally, the parties will sign such recordable instruments as are necessary to eliminate the title issues and shall share equally in the costs of preparing and recording said instruments.

7. That no party may install landscaping or improvements that will impair the use of said easements.

8. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel or the other in the absence of

the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

9. That only those parcels of real estate hereinabove described and the residence located thereon shall be permitted to receive water from said well and pumping equipment. Each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

10. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

11. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

12. That the respective rights and obligations of the parties shall continue until September 1, 2022, at which time this Agreement shall terminate.

13. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party or mortgagee.

14. That the parties may amend, in writing, this Agreement to assure equitable distribution of shared costs and responsibilities until September 1, 2022, as stated in paragraph 12 above.

15. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

BY Carleen Michelson Aime Michelson

DATE 10-25-12

BY Dave Michelson Pam Michelson

DATE 10-25-12

BY [Signature]

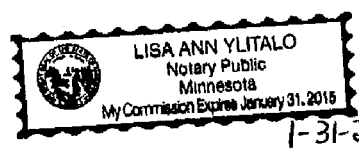
DATE 7/25/13

BY Patty Ekren

DATE 10-23-13

STATE OF MINNESOTA)
) ss.
COUNTY OF Becker)

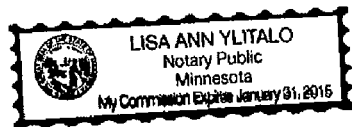
This instrument was acknowledged before me this 25 day of October, 2012, by David O. Mickelson and Jan Mickelson, Husband and Wife.


1-31-2015

[Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Becker)

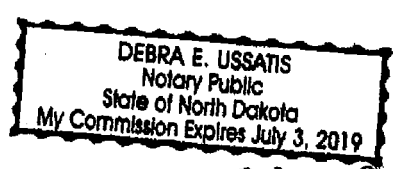
This instrument was acknowledged before me this 25 day of October, 2012, by Ordean Mickelson and Diane Mickelson, Husband and Wife.


1-31-2015

[Signature]
Notary Public

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

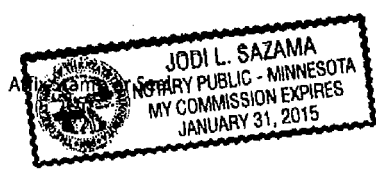
This instrument was acknowledged before me this 25 day of July, 2013, by Marty Ekren and _____, Husband and Wife. to Patty Ekren.


7-3-2019

[Signature]
Notary Public

STATE OF Minnesota)
) ss.
COUNTY OF Otter Tail)

This instrument was acknowledged before me this 23rd day of October, 2013, by Patty Ekern, wife of Mark Ekern.



[Signature]
Notary Public
My Commission Expires: 1-31-15

This instrument was drafted by:

John Minge
Attorney At Law
665 SW 3rd St, Ste #108
Perham, MN 56573

612275

BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 612275

October 24, 2013 at 10:03 AM
I hereby certify that the within
instrument was recorded in this office.
Darlene Maneval, County Recorder
By SKS Deputy

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 25th day of ~~August~~ July, 2012, by and between David O. Mickelson and Jan Mickelson, husband and wife, and Ordean Mickelson and Diane Mickelson, husband and wife, party of the first part, hereinafter collectively referred to as "the Mickelsons", and Marty Ekern and Patty Ekern, husband and wife, party of the second part, hereinafter collectively referred to as "the Ekrens":

WITNESSETH THAT:

WHEREAS, the Mickelsons now own the property herein sometimes referred to as "the Mickelson Property", located in the County of Becker, State of Minnesota, which property is more fully described as follows, to-wit:

The Northwest Quarter of the Southwest Quarter in Section 17, Township 138 North, Range 37 West of the Fifth Principal Meridian in Becker County Minnesota, excepting that part described as follows:

31.0109.001

Commencing at a found iron monument which designates the West Quarter corner of said Section 17; thence South 00 degrees 56 minutes 24 seconds East on an assumed bearing along the West line of said Section 17 for a distance of 385.38 feet to the point of beginning; thence continuing South 00 degrees 56 minutes 24 seconds East along the West line of said Section 17 for a distance of 473.97 feet; thence North 89 degrees 03 minutes 36 seconds East for a distance of 48.95 feet to an iron monument on the easterly right of way line of County State Aid Highway No. 43; thence continuing North 89 degrees 03 minutes 36 seconds East for a distance of 322.57 feet to an iron monument; thence North 00 degrees 56 minutes 24 seconds West parallel with the West line of said Section 17 for a distance of 448.00 feet to an iron monument; thence North 86 degrees 56 minutes 35 seconds West for a distance of 322.81 feet to an iron monument on the easterly right of way line of said County State Aid Highway No. 43; thence continuing North 86 degrees 56 minutes 35 seconds

chg
paid
well

Marty + Patty Ekern
2355 St Clair Circle
Detroit Lakes, MN
56501

West for a distance of 49.62 feet to point of beginning. The above described tract contains 3.93 acres.

WHEREAS, the Ekrens now own the property herein sometimes referred to as "the Ekren Property", located in the County of Becker, State of Minnesota, which property is more fully described as follows, to-wit:

That part of the Northwest Quarter of the Southwest Quarter in Section 17, Township 138 North, Range 37 West of the Fifth Principal Meridian in Becker County Minnesota, described as follows:

31-0109-000

Commencing at a found iron monument which designates the West Quarter corner of said Section 17; thence South 00 degrees 56 minutes 24 seconds East on an assumed bearing along the West line of said Section 17 for a distance of 385.38 feet to the point of beginning; thence continuing South 00 degrees 56 minutes 24 seconds East along the West line of said Section 17 for a distance of 473.97 feet; thence North 89 degrees 03 minutes 36 seconds East for a distance of 48.95 feet to an iron monument on the easterly right of way line of County State Aid Highway No. 43; thence continuing North 89 degrees 03 minutes 36 seconds East for a distance of 322.57 feet to an iron monument; thence North 00 degrees 56 minutes 24 seconds West parallel with the West line of said Section 17 for a distance of 448.00 feet to an iron monument; thence North 86 degrees 56 minutes 35 seconds West for a distance of 322.81 feet to an iron monument on the easterly right of way line of said County State Aid Highway No. 43; thence continuing North 86 degrees 56 minutes 35 seconds West for a distance of 49.62 feet to point of beginning. The above described tract contains 3.93 acres.

WHEREAS, the Ekren Property is supplied with water from a well system situated on the Mickelson Property and the parties hereto now find it necessary to have a written agreement that states the rights and responsibilities of each party with regard to that well system;