



COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

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

Becker County Planning Commission Meeting Tuesday, June 13th, 2017 ~ 7:00 P.M. ~ Tentative Agenda ~

I. Roll Call of Members

II. Minutes Approval for the May 9th, 2017 Meeting

III. Old Business:

1. **APPLICANT: Luke Weidemann** 18856 335th Ave Detroit Lakes, MN 56501 **Project Location:** 18856 335th Ave Detroit Lakes, MN 56501 **LEGAL LAND DESCRIPTION:** Section 23 Township 139 Range 040 PT NW1/4 OF NE1/4 W OF RIVER **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use permit to fix vehicles on property.

IV. New Business

1. **APPLICANT: Amon Baer, Baer Bros. Inc** 28419 40th Ave S Lake Park, Mn 56554 **Project Location:** None enter at same location as 17087 Hwy 10 Lake Park, Mn 56554 **LEGAL LAND DESCRIPTION:** Section 7 Township 139 Range 042 GOVT Lots 1&2 NE1/4 of NW1/4 & Section 6 Township 139 Range 042 SW1/4SW1/4 & Section 1 Township 139 Range 043 Beg at SE Coner of Section 1 thence North on Sec Line a distance of 40 rods & Section 12 Township 139 Range 043 GOVT Lot 4. **APPLICATION AND DESCRIPTION OF PROJECT:** Request approval of a Preliminary Plat (The Shores on Boyer Lake) and a change of zone from agricultural to residential.
2. **APPLICANT: Joseph Miller** 42773 150th St Frazee, Mn 56544 **Project Location:** 42773 150th St Frazee, Mn 56544 **LEGAL LAND DESCRIPTION:** Section 08 Township 138 Range 038 North 389 feet of the Northeast Quarter **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use permit for a butcher shop (The Red Barn Butcher Shop).
3. **APPLICANT: Ervin Mast** 15078 Cty Rd 39 Frazee, Mn 56544 **Project Location:** 15078 Cty Rd 39 Frazee, Mn 56544 **LEGAL LAND DESCRIPTION:** Section 05 Township 138 Range 038 SW1/4 Less West 495' AKA 30 AC For 11.0018.001 & Less 2.50 AC in SE1/4SW1/4 AKA 11.0018.002. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for pallet stock sawing and furniture shop.
4. **APPLICANT: Johny Borntrager** 39237 Cty Rd 122 Frazee, Mn 56544 **Project Location:** 39237 Cty Rd 122 Frazee, Mn 56544 **LEGAL LAND DESCRIPTION:** Section 11 Township 138 Range 039 NE1/4NW1/4. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for a sawmill.
5. **APPLICANT: Deanna Noel** 40358 Little Toad Rd Frazee, Mn 56544 **Project Location:** 40358 Little Toad Lake Rd Frazee, Mn 56544 **LEGAL LAND DESCRIPTION:** Section 24 Township 139 Range

039 Gov't Lot 2 Less Plat Goranson Beach AKA 9.43 AC & less .5 AC to State & Ex 27 AC for 15.0236.000 **APPLICATION AND DESCRIPTION OF PROJECT:** Request to build a storage building which is to be divided into separate units for monthly rental.

6. **APPLICANT: Chad Stenerson** 7414 E. Truquoise Scottsdale, AZ 85258 **Project Location:** 12673 Co Hwy 17 Detroit Lakes, Mn 56501 **LEGAL LAND DESCRIPTION:** Section 21 Township 138 Range 041 Lot 2 Less 7.25 AC & PT to State & N 7.50 AC of Lot 3 **APPLICATION AND DESCRIPTION OF PROJECT:** Request to amend Conditional Use Permit No. 594100 to include serving of liquor, beer and wine at food and beverage concessions.
7. **APPLICANT: James and Jane Hokenson** 19552 County Hwy 25 Detroit Lakes, Mn 56501 **Project Location:** 24140 County Hwy 48 Osage, Mn 56570 **LEGAL LAND DESCRIPTION:** Section 20 Township 140 Range 036 PT SE1/4SE1/4 Beg 679.7' N & 33' W of SE SEC COR Th N 166.5' W 209.4' NW 102.4' SW **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Change of Zone from Commercial to Residential.
8. **APPLICANT: Kris Wirth** 10521 Indy 500 Rd Frazee, Mn 56544 **Project Location:** 10521 Indy 500 Rd Frazee, Mn 56544 **LEGAL LAND DESCRIPTION:** Section 28 Township 138 Range 040 .89 Acre to be attached to W 350' of NW1/4 of NW1/4 of SE1/4 N of Hwy #10 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Change of Zone from Agricultural to Commercial.
9. **APPLICANT: Wetli Properties** 16998 Seclusion Pt Rd Audubon, Mn 56511 **Project Location:** 10909 Townline Rd Aubuon, Mn 56511 **LEGAL LAND DESCRIPTION:** Section 31 Township 138 Range 042 Gov't Lots 1 and 2 **APPLICATION AND DESCRIPTION OF PROJECT:** Request approval of a preliminary plat (Townline Acres) consisting of 21 lots.
10. **APPLICANT: Soo Pass Ranch Inc.** PO Box 1227 Detroit Lakes, Mn 56501 **Project Location:** 25526 County Hwy 22 Detroit Lakes, Mn 56501 **LEGAL LAND DESCRIPTION:** Section 16 Township 138 Range 041 Lot 2 SW of RWY Less N 32 Rds W of Hwy; & 3.78 AC & Lots 1 & 3 Ex RW 1 AC W of Hwy & NE 10 AC of Lot 1; NE1/4 of NW1/4 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to replace four utility poles (defined as towers) to add wireless telecommunications equipment for the purpose of improving Verizon's coverage in the area.

V. Other Business

- 1) **Tentative Date for Informational Meeting:**
Wednesday, July 5th, 2017; 8:00 am; Zoning Office, 3rd Floor Courthouse

VI. Adjournment



COUNTY OF BECKER

Planning and Zoning

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

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

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

Tuesday, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: Amon Baer/Baer Bros., Inc.
2819 40th Ave. S.
Lake Park, MN 56554

Project Location: 28419 40th Ave. S.

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit for approval of a Preliminary Plat (The Shores on Boyer Lake) and a change of zone from agricultural to residential.

LEGAL LAND DESCRIPTION: Tax ID number: 020047003

GOVT LOTS 1 & 2 & NE1/4 OF NW1/4 EX 19 ACRES; Section 07, 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.

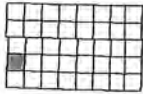
Jurisdiction: This Project comes under the Regulatory Jurisdiction of the Becker County Zoning Laws.

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.**



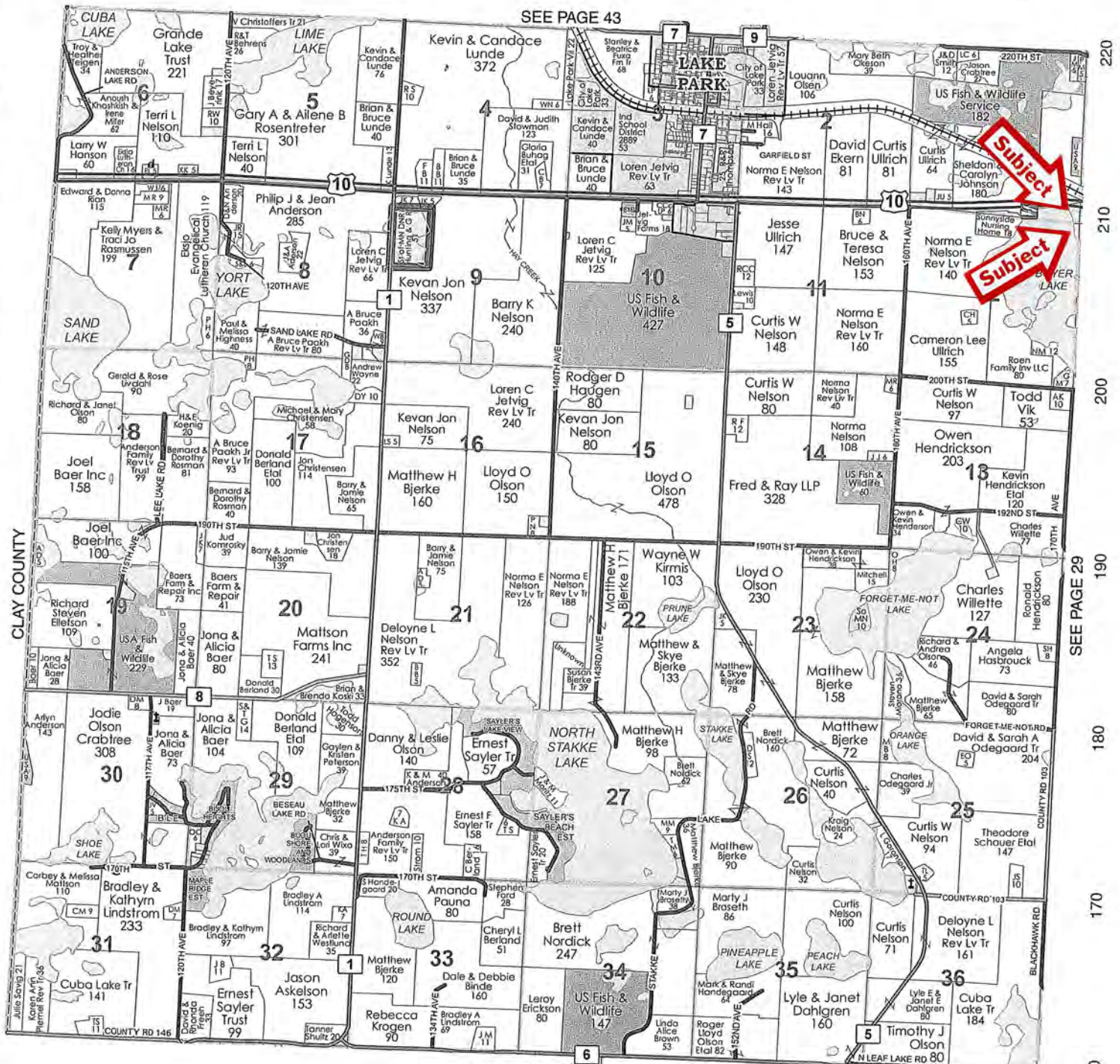
A Marketing Company
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Our Community"
1340 Richwood Rd.
Detroit Lakes, MN 56501
Phone: 218-847-5624



Lake Park

Township 139N - Range 43W

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company**

828 Minnesota Avenue - Detroit Lakes, MN

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County
title services**

**ABSTRACTING, TITLE INSURANCE,
CLOSINGS, & ESCROW SERVICES**

PHONE: 218-847-2144

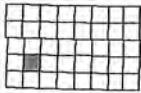
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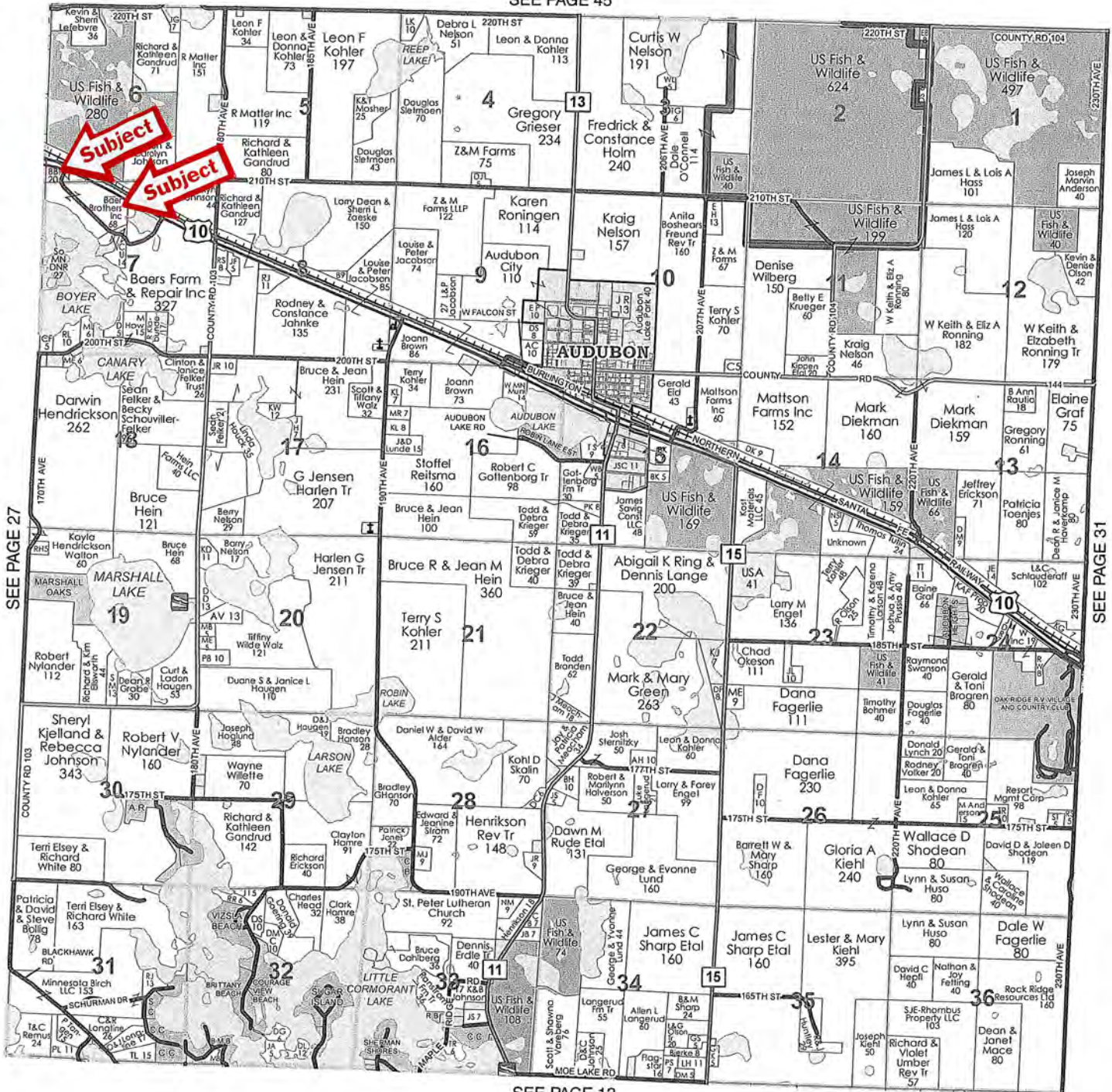


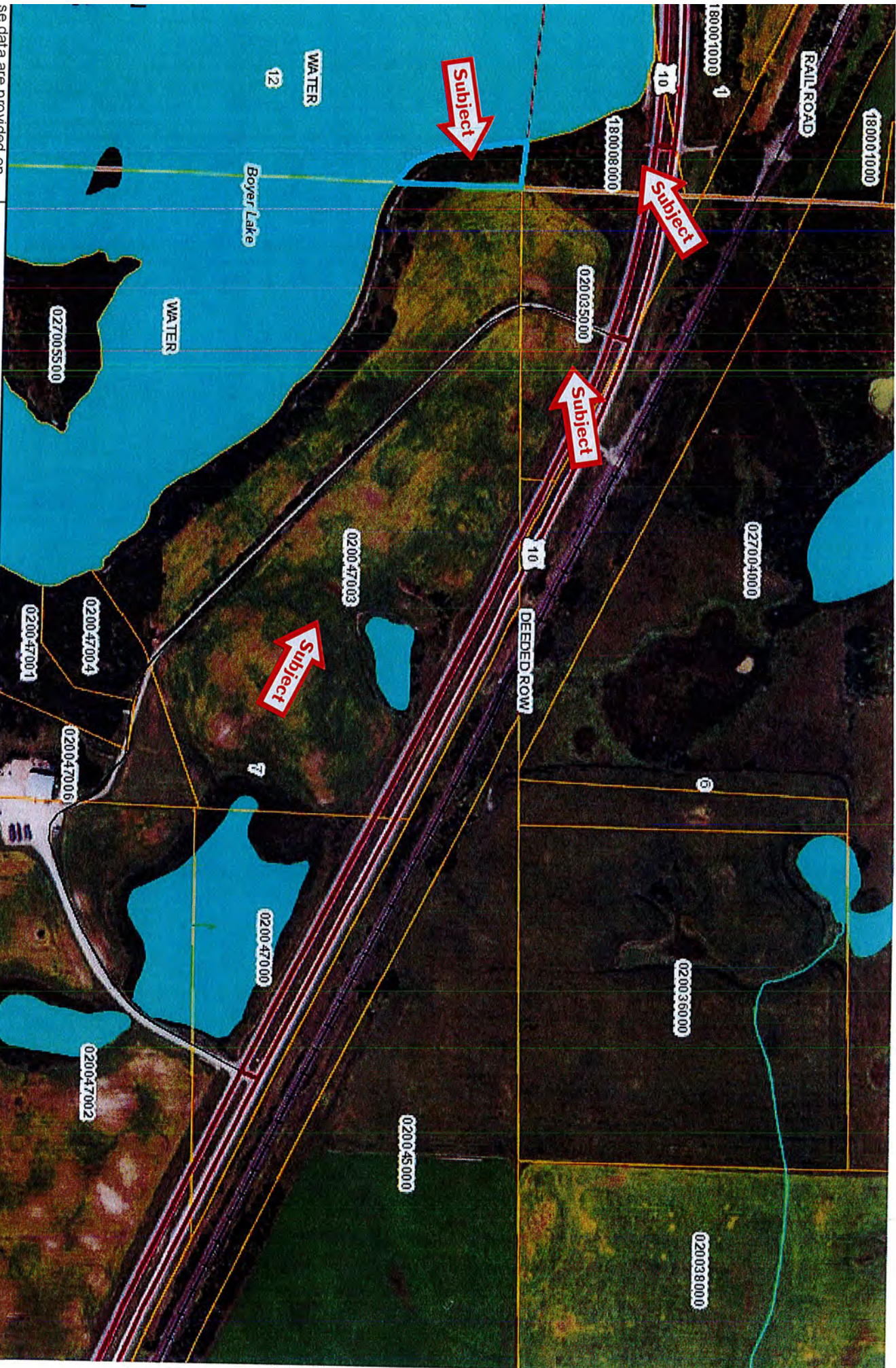
Audubon

Township 139N - Range 42W

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SEE PAGE 45





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BAER BROS

1:6,157

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

Date: 5/9/2017

Becker County





**SUBDIVISION / ZONE CHANGE
BECKER COUNTY
PLANNING & ZONING**

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

PARCEL	
APP	ZONE / SURVEY
YEAR	
SCANNED	

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

Applicant's Name: Amon Baer, Baer Bros, Inc.
Applicant's Address: 28419 40th Ave S Lake Park, MN. 56554

Telephone(s): 218-937-5350 Date of Application: 5/18/17

Signature of Applicant: [Signature] (Amon Baer, Baer Bros, Inc.)
Parcel ID Number: 020047003 + Project Address: NONE - ENTER AT SAME LOCATION
Legal Description of Project: 020035000 + 180008000 + 180074000 As 17087 Hwy 10

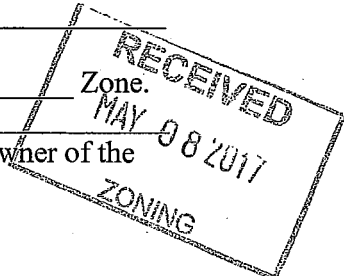
~ See attached ~

SECTION 1

*Zone Change For Existing Parcel Number _____
Current Zoning _____ Requested Zoning _____

SECTION 2

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



SECTION 3

*For Preliminary Plat:
Number of Lots 20 Lots
Name of Subdivision The Shores on Boyer Lake
Name of Proposed Roads _____
Shoreland (within 1000 ft of lake) Non-shoreland _____
Current Zoning of property Agricultural
Is a change of zone required? yes _____ no _____
If yes, change from AG Zone to RESIDENTIAL Zone.
Total acreage of parcel to be subdivided 76.6[±]
**Include a copy of the purchase agreement if applicant is not the property owner.

Date Received 5/18/17 Date Accepted 5/19/17 Authorized Signature [Signature]
Application Fee 1000.00 + 200.00 Notice Fee 80.00 Recording Fee 46.00
Date Paid 5/18/17 Receipt Number 236251-648743

Patty L. Swenson

From: Hemphill, Rodger (DNR) <rodger.hemphill@state.mn.us>
Sent: Friday, May 12, 2017 4:27 PM
To: Patty L. Swenson
Subject: RE: The Shores on Boyer Lake Prelim Plat

Hi Patty,

I reviewed the preliminary plat for "The Shores of Boyer Lake" and further discussed what would be issues with other DNR staff. The primary concern, which is noted in the surveyor's notes, for this plat involves the identified bluff area found on lots 1-5 of Block 1. As you are aware this area has had issues with erosion with from the water to the top of the bluff in its undeveloped state. The bluff area seems to be currently healing with the re-establishment of vegetation but there could be a high risk for destabilization of this area again even with light residential use and associated modifications for access. During the development of these lots for residential use the restrictions for the shore impact and bluff zones will have to be strictly adhered too and even more restrictive controls may be needed to try to ensure the area of concern remains stable. The developer and your office may want to consider entering the area of concern into a conservation type easement restricting access through this area. Access for lots 1-5 could be provided with the establishment of a controlled access lot shared by the owners of lots 1-5 in a more suitable area along the shore.

Rodger Hemphill

Area Hydrologist | Ecological & Water Resources

Minnesota Department of Natural Resources

14583 County Highway 19

Detroit Lakes, MN 56501

Phone: 218-846-8484

Cell: 218-849-8464

Email: Rodger.Hemphill@state.mn.us

mndnr.gov



From: Patty L. Swenson [<mailto:plswens@co.becker.mn.us>]
Sent: Tuesday, May 09, 2017 11:39 AM
To: Peter E. Mead <pemead@co.becker.mn.us>; Hemphill, Rodger (DNR) <rodger.hemphill@state.mn.us>
Subject: FW: The Shores on Boyer Lake Prelim Plat

Environmental Technical Panel,
Any concerns with project? It will be scheduled for June hearing.

Yours in Service,

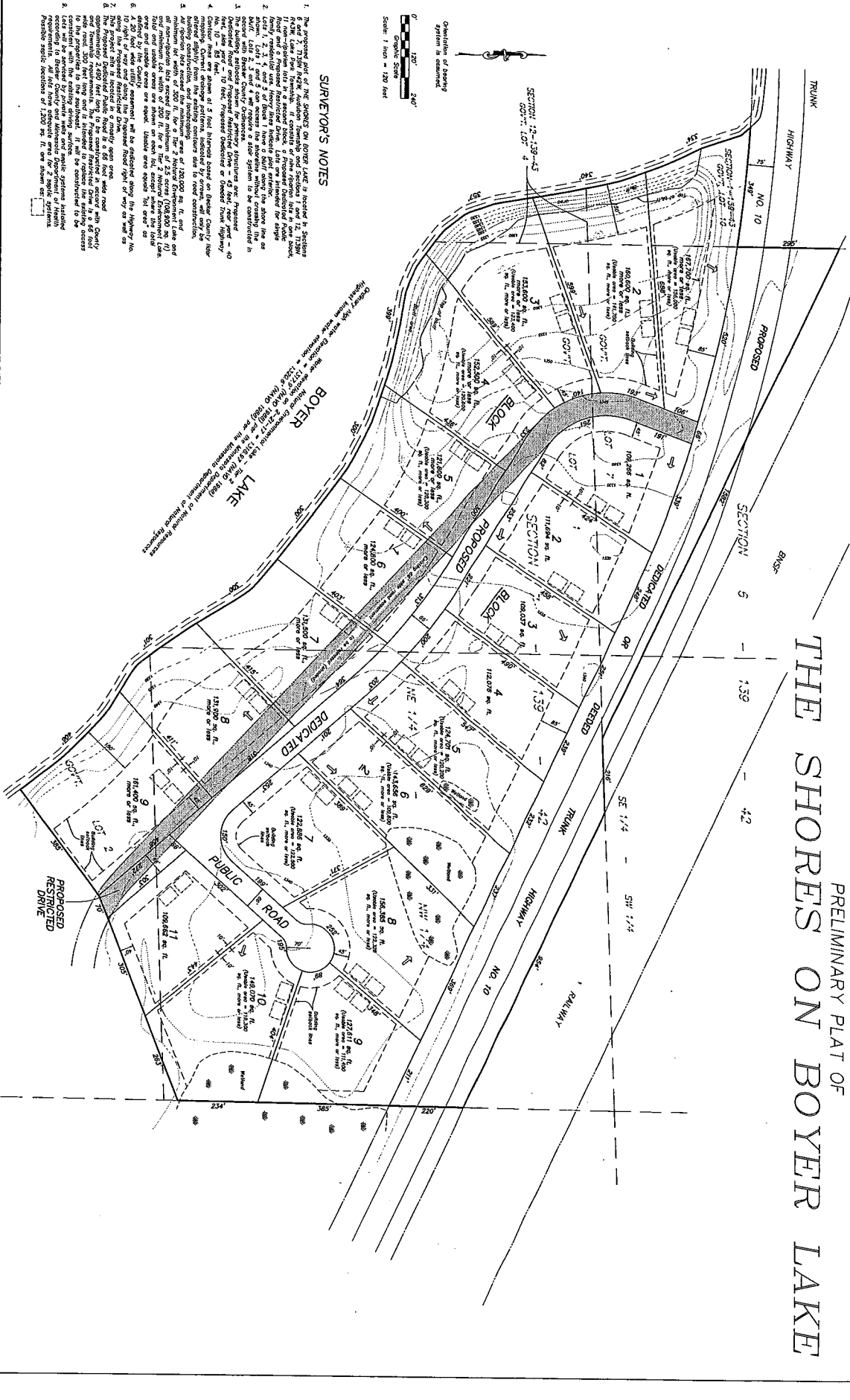
Patty Swenson

Recorder

Registrar of Titles

Local Vital Statistics Registrar

PRELIMINARY PLAT OF THE SHORES ON BOYER LAKE



SURVEYOR'S NOTES

- The proposed part of THE SHORES ON BOYER LAKE is located in Sections 1 and 2, T18N R42W, Madison Township and Sections 1 and 12, T128N R11W, Madison Township, both in the County of Monroe, State of Louisiana. The proposed part of THE SHORES ON BOYER LAKE is located in Sections 1 and 2, T18N R42W, Madison Township and Sections 1 and 12, T128N R11W, Madison Township, both in the County of Monroe, State of Louisiana. The proposed part of THE SHORES ON BOYER LAKE is located in Sections 1 and 2, T18N R42W, Madison Township and Sections 1 and 12, T128N R11W, Madison Township, both in the County of Monroe, State of Louisiana.
- Lot 1, 2, 3, 4 and 5 of Block 1 have a utility along the shore line as shown on the Proposed Restricted Drive.
- The utility shown on the Proposed Restricted Drive is to be constructed in accordance with the standards of the Louisiana Department of Public Safety and Homeland Security.
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MEADOWLAND SURVEYING, INC.
 1118 HWY 59 SOUTH, DEMOT LAKES, LA 70550
 OFFICE: 218-447-4288 FAX: 218-446-1945
 EMAIL: ford@meadowlandsurveying.com
www.meadowlandsurveying.com

OWNER/DEVELOPER
 BAKER BROS., INC.
 2400 SOUTH AVENUE 5
 LAKE PARK, LA 70554



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, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: Joseph Miller
42773 150th St.
Frazee, MN 56544

Project Location: 42773 150th St.

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit for a butcher shop (The Red Barn Butcher Shop).

LEGAL LAND DESCRIPTION: Tax ID number: 110034001

NORTH 389' OF NE1/4; Section 08, TWP 138, Range 38, Evergreen 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.

Guardian

CROP INSURANCE

"Over 25 Years Experience in Crop Insurance"

109 Coney St. W • Perham, MN 56573

Denise Kane

Office: 218-346-7290 • Toll Free: 1-800-582-7290

Cell: 218-849-8828

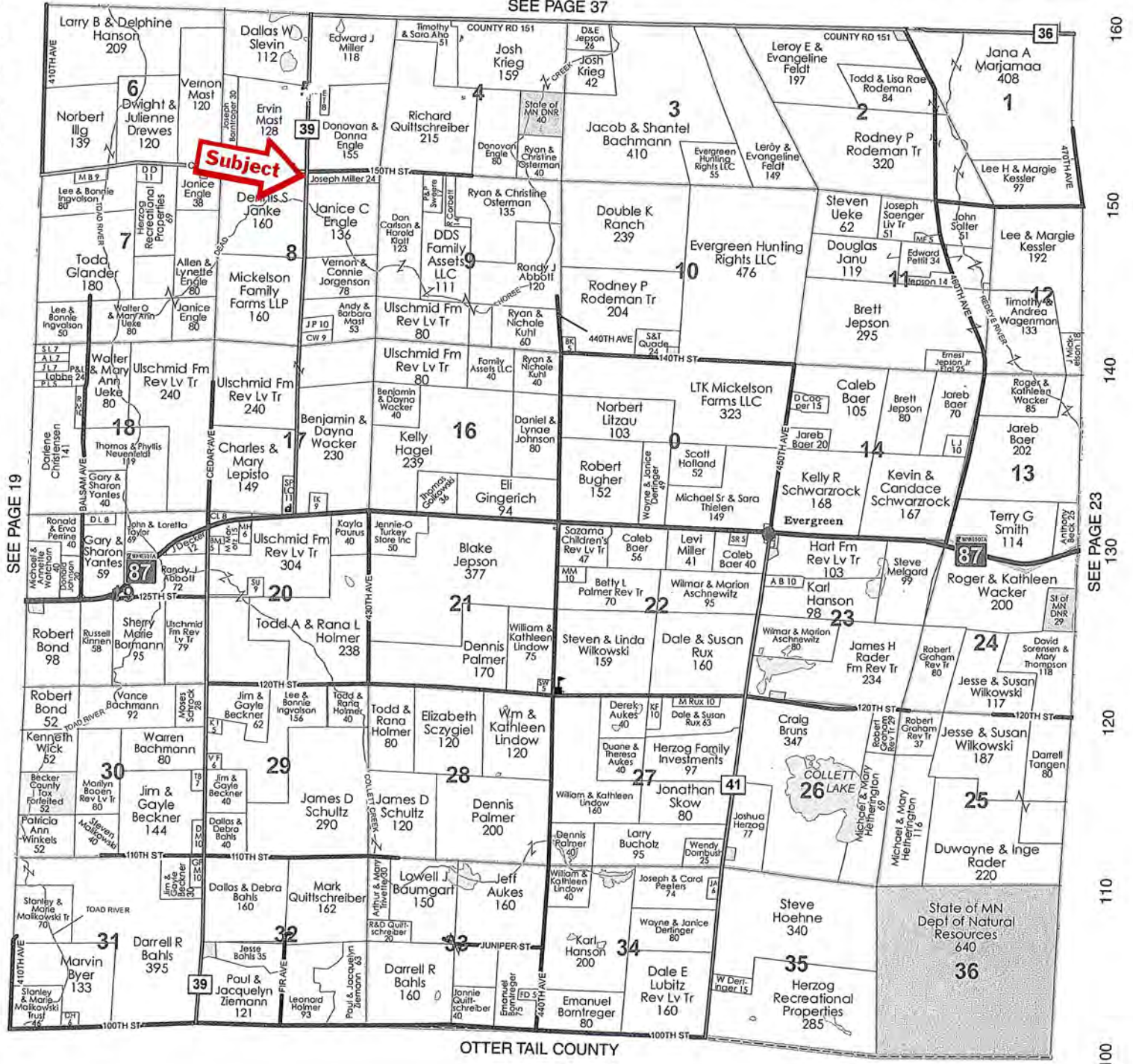
Email: dkane@arvig.net

Evergreen

Township 138N - Range 38W

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SEE PAGE 37



SEE PAGE 19

160

150

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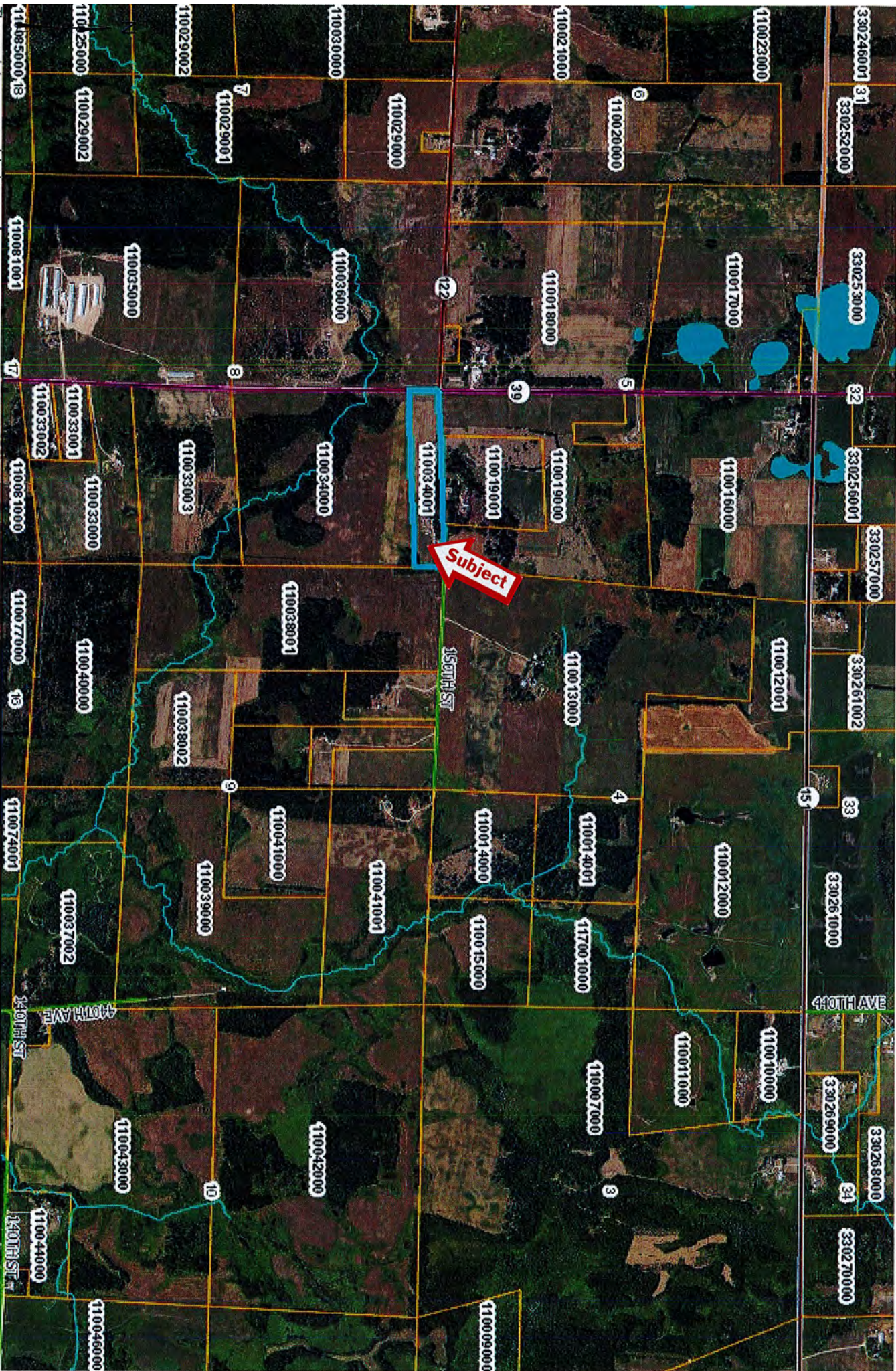
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120

110

100

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.

1-19,704

Date: 5/10/2017

Joseph Miller

Becker County



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



~ **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	NINOZ

MAY 09 2017
 RECEIVED

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

First name(s): Joseph W Last name: Miller

Mailing Address: 42773 150th St City, State, Zip Frazee, MN, 56544

Phone Number(s): _____ Project Address: same

Parcel number(s) of property: 110034001 Sect - Twp - Range: 08 - 138 - 038

Township Name: Emergreen Legal Description: 23.57 Acres Sect. 08 Twp 138 Range 038 North 389' of NE 1/4

REASON FOR CONDITIONAL USE REQUEST: Butcher Shop

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.

Joseph Miller
 SIGNATURE OF APPLICANT

5-1-17
 DATE

OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. If in Cormorant Township add \$25.00 surcharge to the filing fee (\$351.00). **Make check payable to Becker County Zoning.**
4. **Is the conditional use permit request after the fact?** [] Yes [✓] 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]
 SIGNATURE - ZONING ADMINISTRATOR

5/9/17
 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.

no

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.

no

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

ship and existing driveway

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

yes, enough for a small ~~business~~ business

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.

no

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

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

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

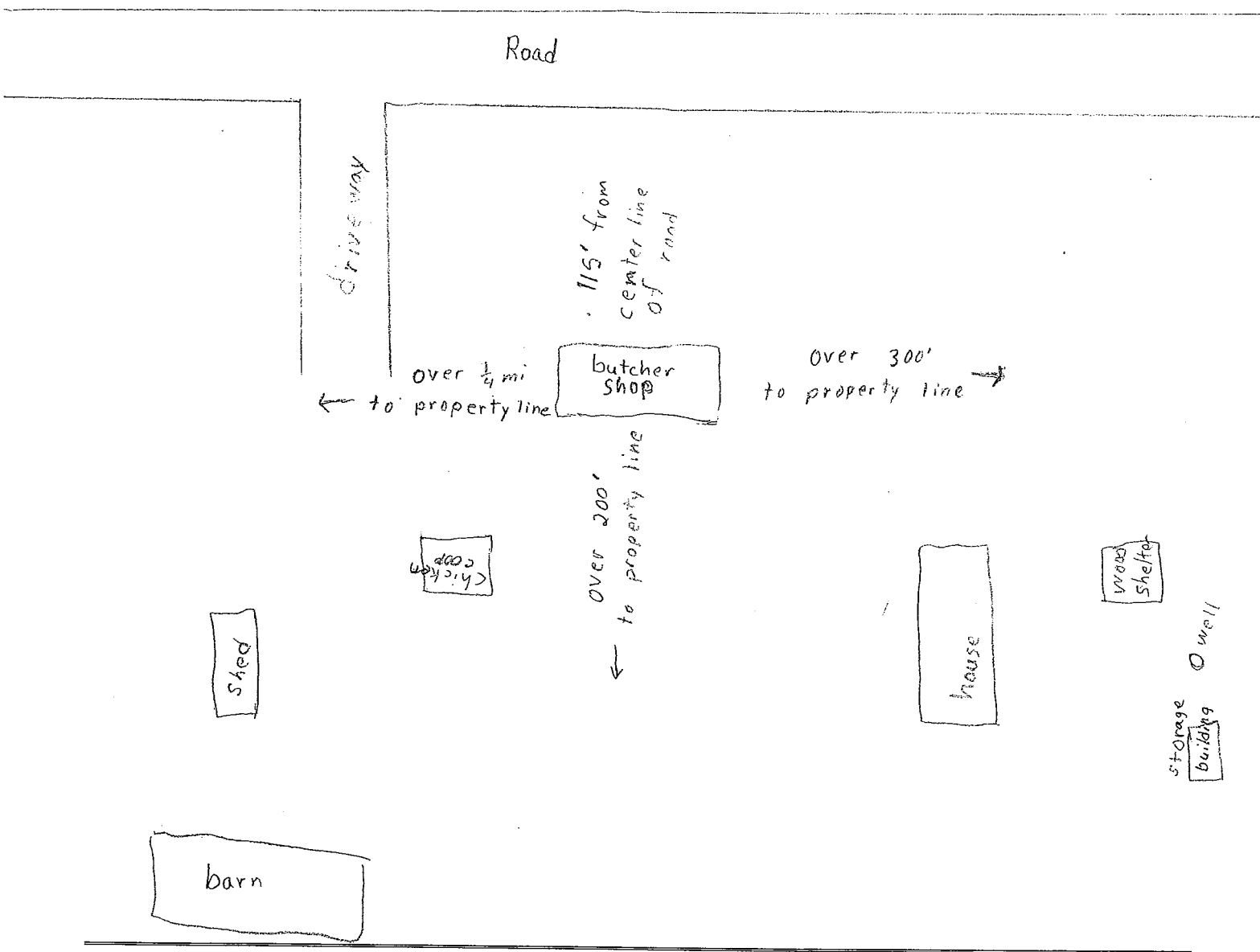
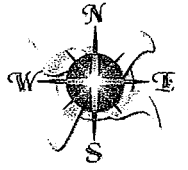
- c. **Adequate utilities.** That the site is adequate for water supply and on-site sewage treatment; and

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

SKETCH OF PROPERTY

PARCEL	
APP	SITE
YEAR	

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



Remember EROSION CONTROL!

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



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

PARCEL	
APP	SITE
YEAR	
SCANNED	

Property will be staked by _____
 Date: _____

Please Print or Type All Information

Parcel Number (s)	Property (E911) Address	**911 Address Needed	Legal Description
11.0034.001	42773	150 th St	Frazee MN 56544

Lake/River Name	Lake/River Class	Township Name	Section	TWP No.	Range
		Evergreen	08	138	038

Property Owner	Last Name	First Name	Mailing Address	Phone
	Miller	Joseph	42773 150 th St	
Contractor Name Lic #	Frazee, MN 56544			

Proposed Project (Check those that apply)

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

*Existing Dwelling to be removed prior to _____

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

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



Lot Information Shoreland () Riparian Non Riparian Non Shoreland

Lot Area 20 acres sq ft or _____ acres Water Frontage _____ ft Bluff () Yes () No

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

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

Impervious Surface On property	Dimensions	Sq. Footage	Impervious Surface On property	Dimensions	Sq. Footage
Ex: Patio	10 x 12	120			
DRIVEWAY					
			Total Impervious Material		

Impervious Lot Coverage $\frac{\text{Total Impervious}}{\text{Lot Area}} \times 100 = \text{Impervious Coverage Percentage} \%$

Topographical Alteration/Earth moving

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

Characteristics of Proposed Dwelling/Dwelling Additions/Attached Garage/Decks		Cost of Project
() Dwelling ____ ft by ____ ft () Attached Garage ____ ft x ____ ft		\$ _____
Outside Dimension () Deck/Patio ____ ft x ____ ft () Addition to existing ____ ft x ____ ft		
Setback to Side Lot Line ____ ft & Rear Lot Line ____ ft	Setback to Road Right of Way _____ ft	
Setback to Bluff _____	Type of road _____	
Setback to Wetland _____	Is wetland protected () Yes () No	
Setback to OHW (straight horizontal distance) _____	Elevation above OHW (Straight vertical distance) _____	
Setback to septic tank _____	Setback to drainfield _____	
Total No. Bedrooms _____	Maximum height proposed _____ # of Stories _____	
Roof Change () Yes () No	Basement () Yes () No Walkout Basement () Yes () No	

Characteristics of Proposed Non Dwelling/Non Dwelling Additions/Detached Garages/Storage Sheds		Cost of Project
() Garage ____ ft by ____ ft () Storage Shed ____ ft x ____ ft () Fence ____ ft long x ____ high () Other <u>Ritcher shed</u> ft x <u>20x40</u>		\$ <u>8000.00</u>
Outside Dimension () Addition to existing structure ____ ft x ____ ft () Fence ____ ft x ____ ft		
Setback to Lot Line ____ ft & Rear Lot Line ____ ft	Setback to Road Right of Way <u>115'</u> ft	
Setback to Bluff _____	Type of road <u>Gravel - township</u>	
Setback to Wetland _____	Is wetland protected () Yes (<input checked="" type="checkbox"/>) No	
Setback to OHW (straight horizontal distance) _____	Elevation above OHW (Straight vertical distance) _____	
Setback to septic tank <u>NA</u>	Setback to drainfield _____	
Roof Change () Yes () No	Maximum height proposed <u>19</u> # of Stories _____	
Bathroom proposed () Yes (<input checked="" type="checkbox"/>) No	Sleeping Quarters proposed () Yes (<input checked="" type="checkbox"/>) No	
*Garages and storage sheds cannot contain amenities for independent human habitation		

Characteristics of Proposed Water Oriented Structure*		Cost of Project \$
() Stairway () Deck () Boathouse () Screen Porch () Gazebo () Storage Structure		_____
Outside Dimension ____ ft by ____ ft	Sq ft _____	
Setback to Lot Line ____ ft & ____ ft	Setback to Bluff _____	
Setback to OHW (straight horizontal distance) _____	Elevation above OHW (Straight vertical distance) _____	
Setback to septic tank _____	Setback to drainfield _____	
Maximum height proposed _____	*Sleeping facilities or water supplies are not permitted in these structures	

THIS IS A SITE PERMIT ONLY AND DOES NOT CONSTITUTE A BUILDING PERMIT AS SET FORTH IN MN STATE STATUTES.

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge. I also understand that, once issued, a permit is valid for a period of one (1) year from the date of issuance and that Planning and Zoning Staff may visit my property to ensure compliance. If my property is located within the shoreland district, I understand that it is my responsibility to inform the Planning & Zoning Office once the building footings have been constructed. A Site Permit may be revoked at any time upon violation of said Ordinances and approved setbacks. Any changes to this site permit results in nullification of this permit and a new permit will have to be obtained.

Joseph Miller
Signature

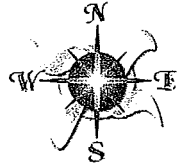
5/22/17
Date

SKETCH OF PROPERTY

PARCEL	
APP	SITE
YEAR	

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

See C.U.P. Application



Remember EROSION CONTROL!

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

616280

BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 616280

CERTIFICATE OF REAL ESTATE VALUE FILED # 10477

May 2, 2014 at 8:45 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 1st day of May, 2014

Mary E Hendrickson-deputy
Becker County Auditor/Treasurer

By _____ Deputy

11.0034.001

(Top 3 inches reserved for recording data)

CONTRACT FOR DEED
by Individual(s) To Joint Tenants

Minnesota Uniform Conveyancing Blanks
Form 30.1.1 (2011)

DATE: 5-1-14
(month/day/year)

Handwritten mark

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by David J Brenneman and
(insert name and marital status of each Seller)
Ella E Brenneman Husband and Wife ("Seller"),
and Joseph W Miller and Mary D Miller Husband and Wife
(insert name of each Purchaser)
("Purchaser"). joint tenancy.

Seller and Purchaser agree to the following terms:

1. Property Description. Seller hereby sells and Purchaser hereby buys real property in Becker
County, Minnesota, described as follows:

The North 389 Feet of the Northeast Quarter of Section 8, Township
138 North of Range 38 West of the 5th Principal Meridian in Becker
County, Minnesota

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto (the "Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

chg
paid
well

2. Title. Seller warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
 - (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
 - (c) Utility and drainage easements which do not interfere with present improvements;
 - (d) Applicable laws, ordinances, and regulations;
 - (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
 - (f) The following liens or encumbrances:

3. Delivery of Deed and Evidence of Title. Upon Purchaser's full performance of this Contract, Seller shall:
- (a) Execute, acknowledge, and deliver to Purchaser a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
 - (iii) The following liens or encumbrances:

(b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

4. Purchase Price. Purchaser shall pay to Seller at 929 Co. Rd D Woodville Wi
54028 the sum of Thirty six Thousand
 Dollars (\$ 36,000.00), as and for
 the purchase price (the "Purchase Price") for the Property, payable as follows:

Monthly payments of \$500.00 Five Hundred Dollars
Due on the 15th of each Month

5. Prepayment. Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments.

6. Real Estate Taxes and Assessments. Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows:

Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.

7. Property Insurance.

(a) Insured Risks and Amounts. Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements, and fixtures, without deduction for physical depreciation. If any of the buildings, improvements, or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

(b) Other Terms. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) Notice of Damage. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. Damage to the Property.

(a) Application of Insurance Proceeds. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) Purchaser's Election to Rebuild. If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty (60) days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the

escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

(c) Owners' Association. If the Property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then: (i) Purchaser's obligation in the Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. Injury or Damage Occurring on the Property.

(a) Liability. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

(b) Liability Insurance. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

10. Insurance Generally. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten (10) days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.

11. Condemnation. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

12. Waste, Repair, and Liens. Purchaser shall not remove or demolish any buildings, improvements, or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

13. Compliance with Laws. Except for matters which Seller has created, suffered, or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

14. Recording of Contract; Deed Tax. Purchaser shall, at Purchaser's expense, record this Contract in the Office of the County Recorder or Registrar of Titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minn. Stat. 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.

15. Notice of Assignment. If either Seller or Purchaser assigns its interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.

16. Protection of Interests. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults thereunder and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.

17. Defaults and Remedies. The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, all right, title, and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

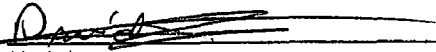
18. Binding Effect. The terms of this Contract shall run with the land and bind the parties hereto and the successors in interest.

19. Headings. Headings of the paragraphs of this Contract are for convenience only and do not define, limit, or construe the contents of such paragraphs.

20. Additional Terms: Check here if an addendum to this Contract containing additional terms and conditions is attached hereto.

Seller

Purchaser


(signature)

Joseph Miller
(signature)

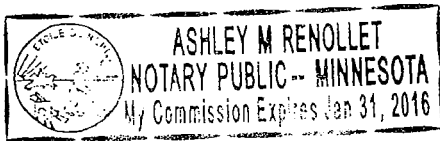
Ellen E. Brunner
(signature)

Mary Miller
(signature)

State of Minnesota, County of Becker

This instrument was acknowledged before me on May 1, 2014, by David^{Brenneman} and Ella Brenneman, husband and wife
(month/day/year)
(insert name and marital status of each Seller)

(Stamp)



[Signature]
(signature of notarial officer)
Title (and Rank): Loan Officer
My commission expires: Jan 1, 2016
(month/day/year)

State of Minnesota, County of Becker

This instrument was acknowledged before me on May 1, 2014, by Joseph^{Miller} and Mary Miller, husband and wife
(month/day/year)
(insert name and marital status of each Purchaser)

(Stamp)



[Signature]
(signature of notarial officer)
Title (and Rank): Loan Officer
My commission expires: Jan 1, 2016
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

David J Brenneman
15078 Co Hwy 39
Frazee Mn 56544

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

to: Joseph W Miller
42773 150th St
Frazee Mn 56544

Note: Failure to record this contract for deed may give other parties priority over Purchaser's interest in the property.



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, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: Ervin Mast
15078 Co. Rd. 39
Frazee, MN 56544

Project Location: 15078 Co. Rd. 39

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit for pallet stock sawing and furniture shop.

LEGAL LAND DESCRIPTION: Tax ID number: 110018000

05-138-038 SW1/4 LESS WEST 495' AKA 30 AC FOR 11.0018.001 & LESS 2.50 AC IN SE1/4 SW1/4 AKA 11.0018.002; Section 05, TWP 138, Range 38, Evergreen 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.**

Guardian

CROP INSURANCE

109 Coney St. W • Perham, MN 56573

Denise Kane

Office: 218-346-7290 • Toll Free: 1-800-582-7290

Cell: 218-849-8828

Email: dkane@arvig.net

"Over 25 Years Experience in Crop Insurance"

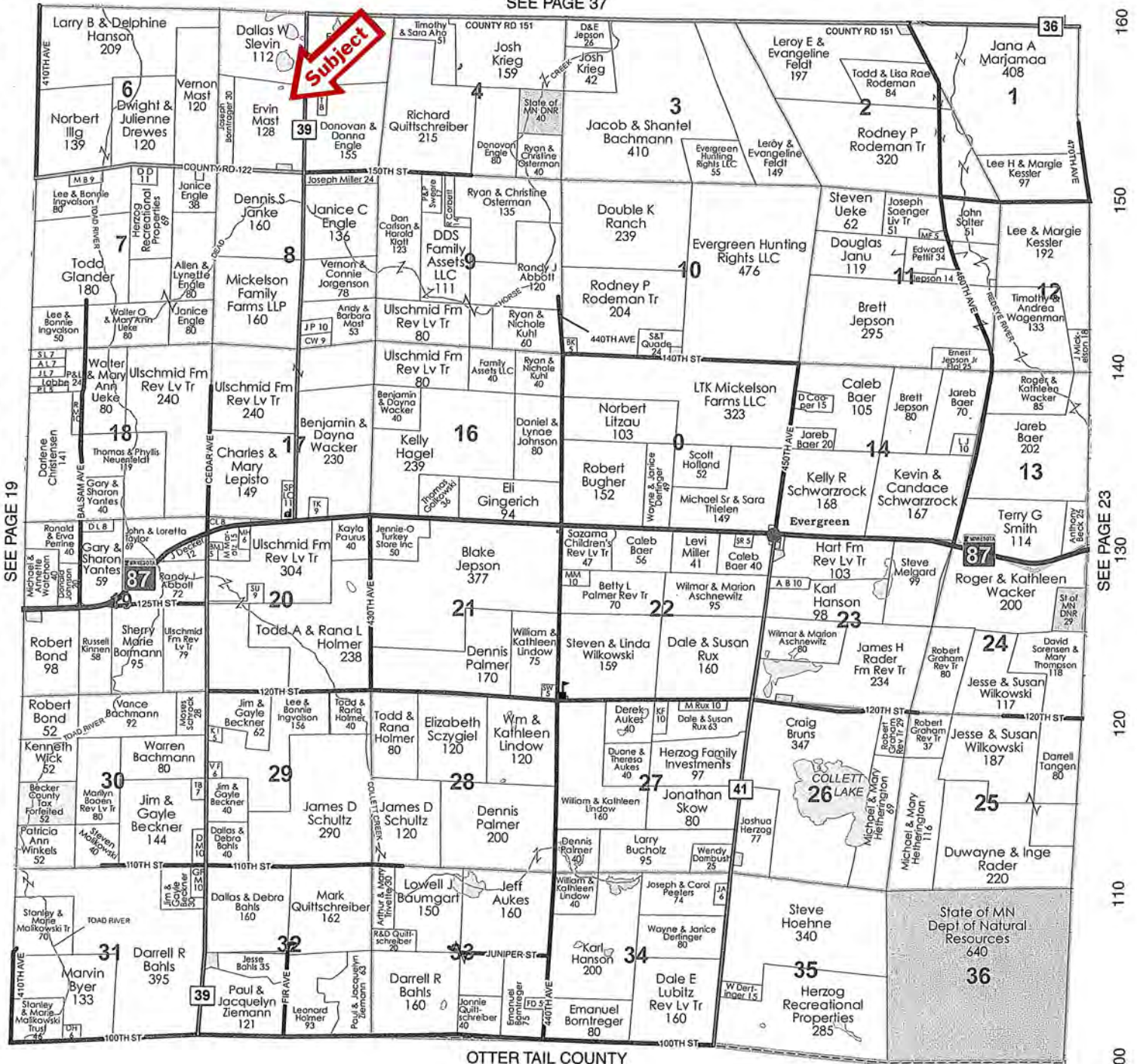


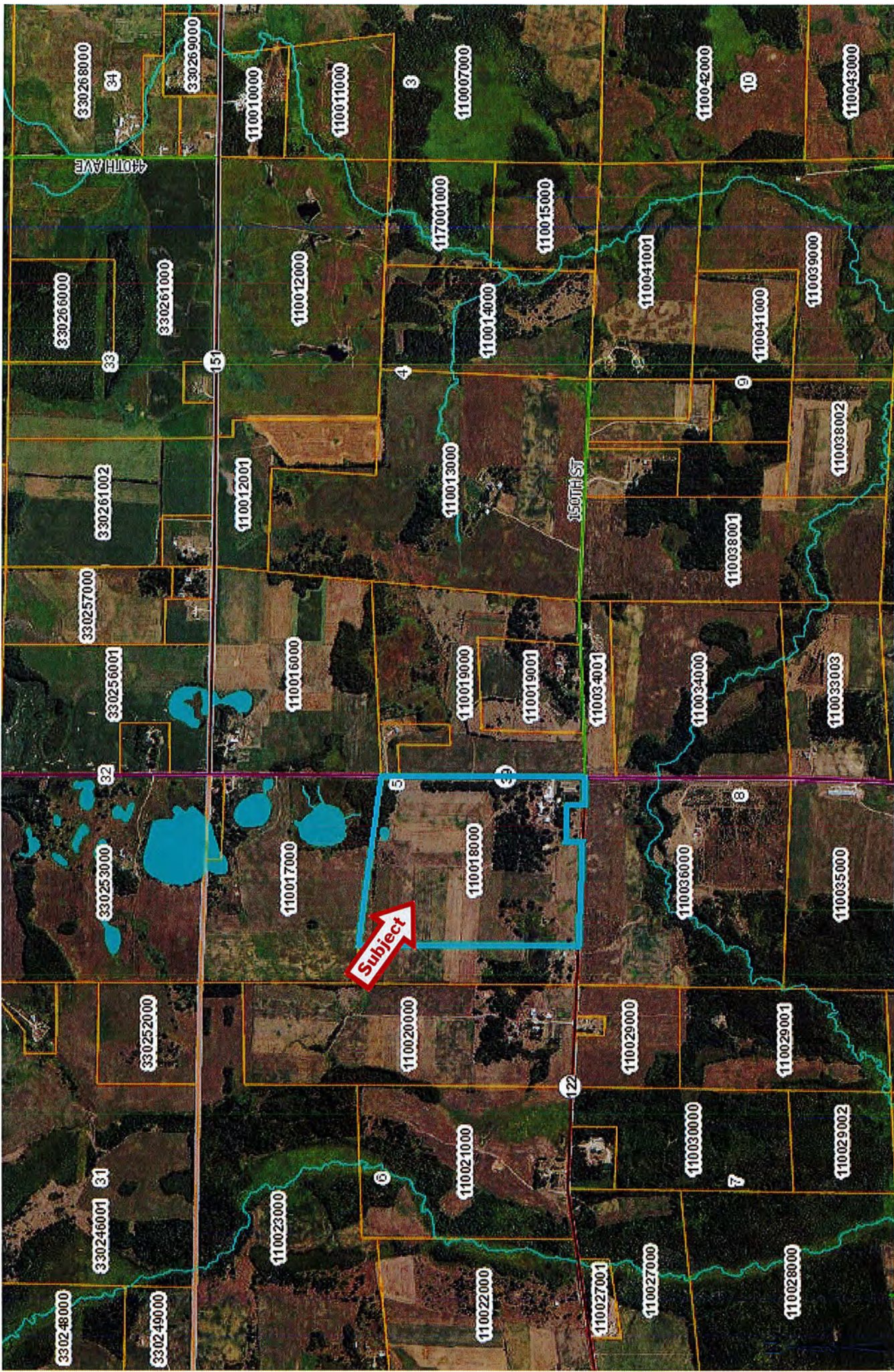
Evergreen

Township 138N - Range 38W

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SEE PAGE 37





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.

Ervin Mast

Becker County





~ **CONDITIONAL USE APPLICATION** ~
BECKER COUNTY PLANNING & ZONING

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

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): Ervin Last name: Most
Mailing Address: 15078 Cty Rd 39 City, State, Zip Frazee, MN 56544
Phone Number(s): None Project Address: 15078 Cty Rd 39 Frazee
Parcel number(s) of property: 11.0018.000 Sect - Twp - Range: 05-138-03

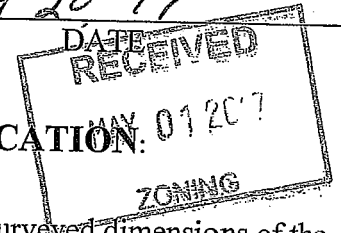
Township Name: Evergreen Legal Description: 127.80 Acres. Section 05 Township 138 Range 038 05-138-038 SW 1/4 Less West 495' AKA 30 AC FOR 11.0018.001 + Less 2.50 AC IN SE 1/4 SW 1/4 AKA 11.0018.002

REASON FOR CONDITIONAL USE REQUEST: Pallet Stock resawing and furniture shop all in one building, 120ft from County Rd. Employees are family members. Open 6 days a week. Resawing is not full time. We also dairy farm. Sawing logs and pallet material

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.

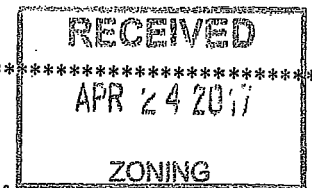
Ervin L. Most
SIGNATURE OF APPLICANT

4-20-17



OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. If in Cormorant Township add \$25.00 surcharge to the filing fee (\$351.00). Make check payable to Becker County Zoning.
4. Is the conditional use permit request after the fact? Yes No
If yes, after the fact application fee is an additional \$600.00.



Office Use Only

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

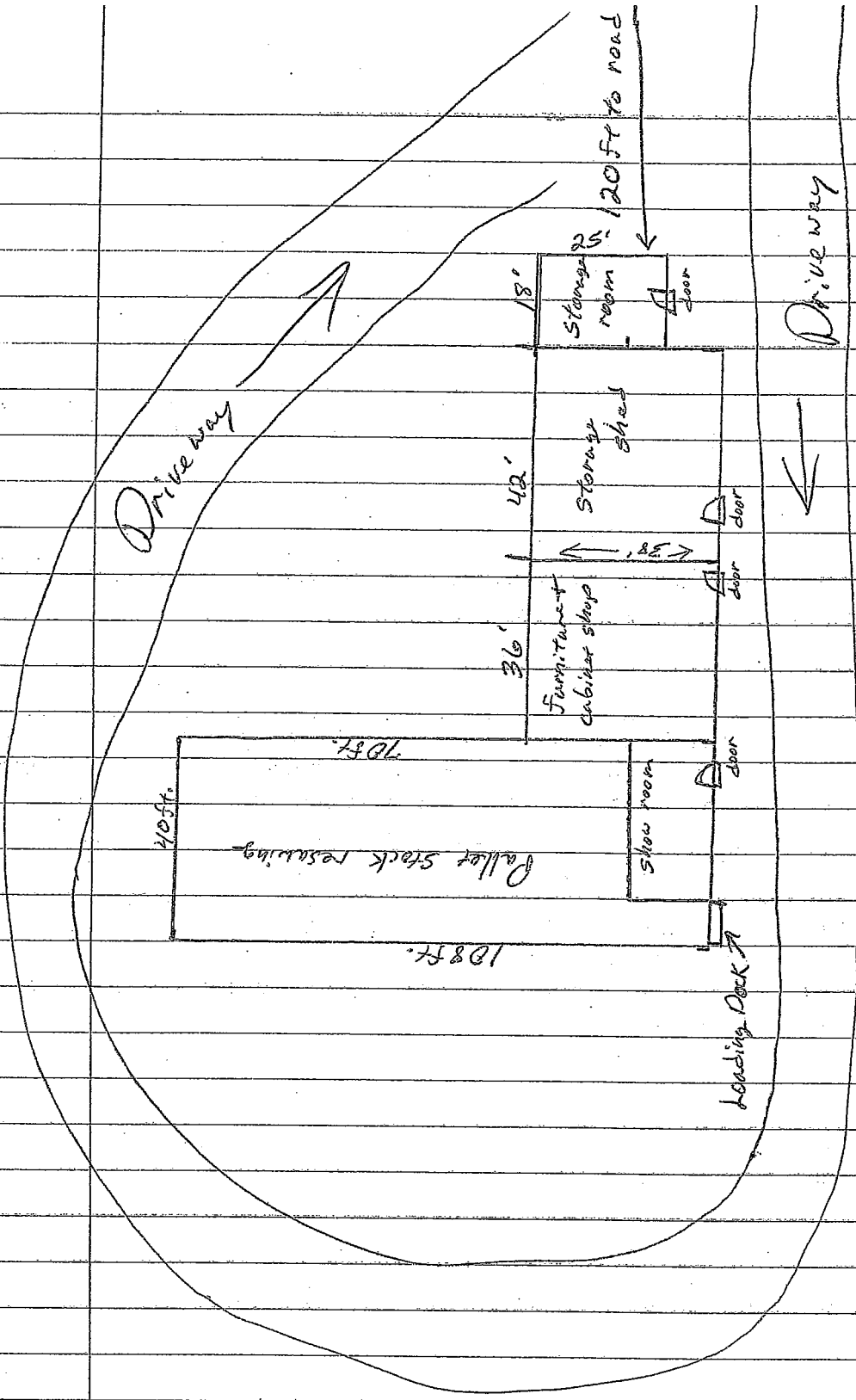
Vatus Sheu
SIGNATURE - ZONING ADMINISTRATOR

5/2/17

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.
It should not have any effect on surrounding property.
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.
We are not expanding or putting up any buildings, so it should stay pretty well as it is.
3. **Adequate facilities.** That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
Yes, every thing is in good condition.
4. **Adequate parking.** That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
Parking is provided for.
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.
We will be installing a dust system that will reduce noise. We have no lighted signs. We will be making sawdust for the neighbors to use for bedding for their cattle.
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;
 - c. **Adequate utilities.** That the site is adequate for water supply and on-site sewage treatment; and
 - d. **Watercraft.** That the types, uses, and number of watercrafts that the project will generate can be safely accommodated.





COUNTY OF BECKER

Planning and Zoning

915 Lake Ave, Detroit Lakes, MN 56501

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

PLANNING COMMISSION NOTICE OF PUBLIC HEARING

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

Tuesday, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: Johnny Borntager
39237 Co. Rd. 122
Frazee, MN 56544

Project Location: 39237 Co. Rd. 122

APPLICATION AND DESCRIPTION OF PROJECT:
Request a Conditional Use Permit for a sawmill.

LEGAL LAND DESCRIPTION: Tax ID number: 290051001
11-138-039 E1/2 OF NE1/4 OF NW1/4; Section 11, TWP 138, Range 39, Silver Leaf 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.

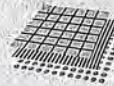
Regulatory Authority: This Application will be reviewed according to the provisions of the Becker County Zoning Ordinance. The decision whether to issue a Permit will be based on an evaluation of the probable impact including cumulative impacts, of the proposed activity. That decision will reflect the 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.**

IMAGINE YOUR AD HERE

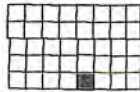
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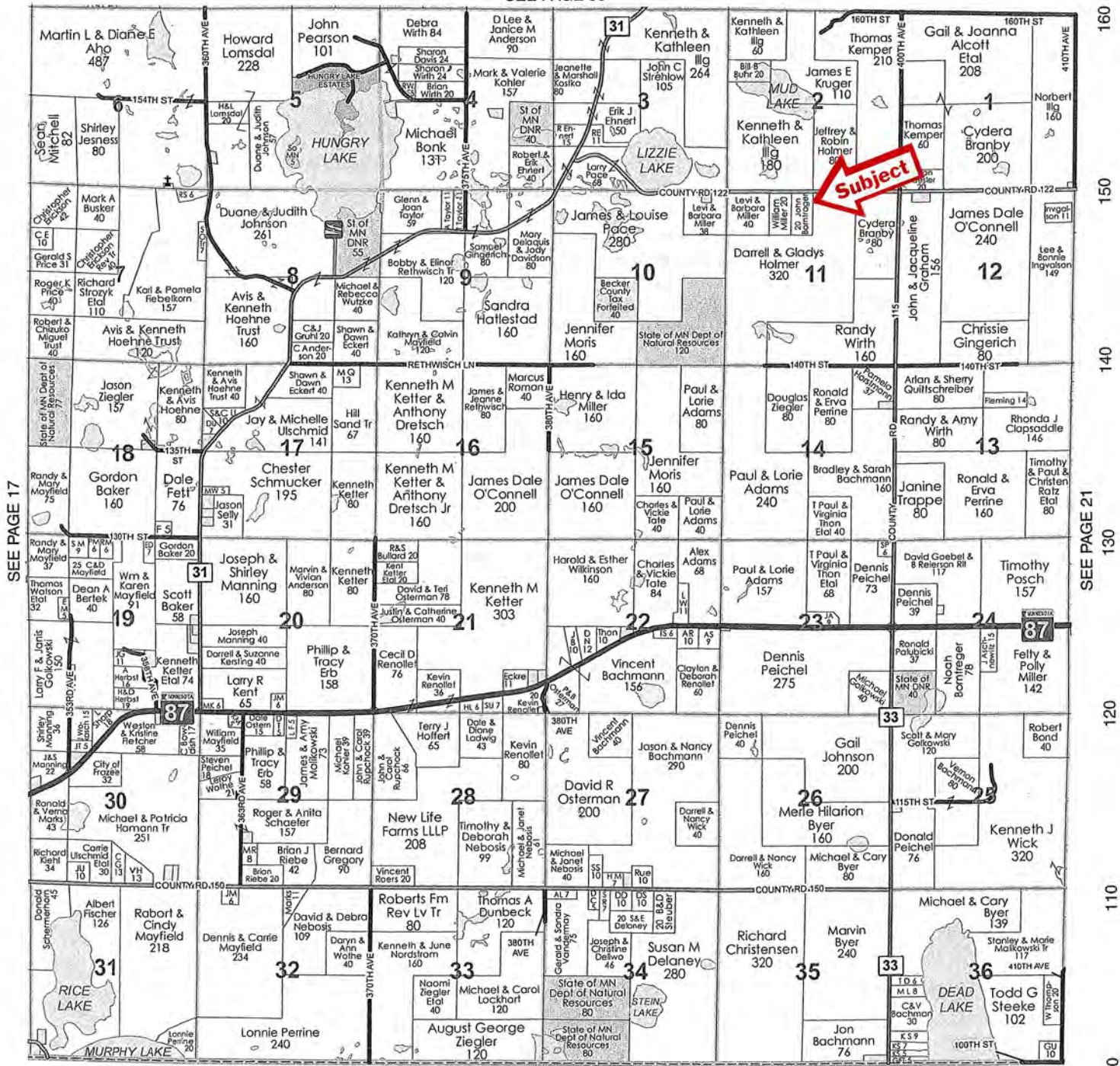


Silver Leaf

Township 138N - Range 39W

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SEE PAGE 35



OTTER TAIL COUNTY



~ CONDITIONAL USE APPLICATION ~

BECKER COUNTY PLANNING & ZONING

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

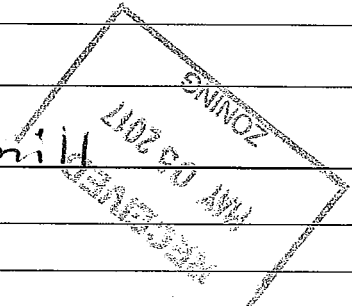
PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): Johnny Last name: Borntrager
Mailing Address: 39237 Cty Rd 122 City, State, Zip Frazee MN 56544
Phone Number(s): _____ Project Address: 39237 Cty Rd 122
Parcel number(s) of property: 290051001 Sect - Twp - Range: 11-138-39
Township Name: Silver Leaf Legal Description: Part of W 1/2 of NE 1/4 of NW 1/4

REASON FOR CONDITIONAL USE REQUEST:

Sawmill



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.

Johnny Borntrager
SIGNATURE OF APPLICANT

5-2-17
DATE

OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. If in Cormorant Township add \$25.00 surcharge to the filing fee (\$351.00). **Make check payable to Becker County Zoning.**
4. **Is the conditional use permit request after the fact?** [] Yes [X] No
If yes, after the fact application fee is an additional \$600.00.

Office Use Only

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

[Signature]
SIGNATURE - ZONING ADMINISTRATOR

5/5/17
DATE

PARCEL	
APP	CUP
YEAR	

BUSINESS PLAN

Name of Business: Lumber King Sawmill

Owners of Business: Johnny and Edna Borntrager

Type of Business: Retail Sales Service Other *Mostly wholesale
Some Custom Sawing*

Type of Merchandise: Lumber, slabwood and sawdust

Type of Service: Custom Sawing, (log to lumber)

Hours of Operation: 8:00 AM to 5:30 PM.

Number of Employees: occasionally one, mostly myself

Off-street Parking Plan: on south east side, + on drive way, to load and unload

Size of Structure to be used for Business: 24x40 and 26x36 1896 sq. ft.

New Structure: No Existing Structure: Yes

Signage Plan: Minimal if any, Maybe a sign by the road. maybe none

Exterior Lighting Plan: None

Environmental Hazards: Very Minimal

Other Comments: Our sawmill is our basic income,
~~is~~ this is not a big business, but would be
considered small scale sawmilling, some days I
might saw a couple hours in the morning before going
away to help some one for the day.

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.

Our sawmill business should have no ill effect
on 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.

This business ~~should~~ will not impair improvements on
surrounding properties

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

Yes

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

Parking area will be on the ~~left~~ side of the building opposite
the road. And on drive way to unload logs and load
lumber

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.

Yes

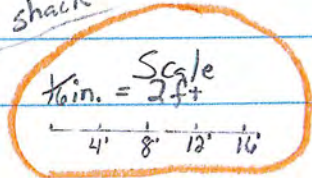
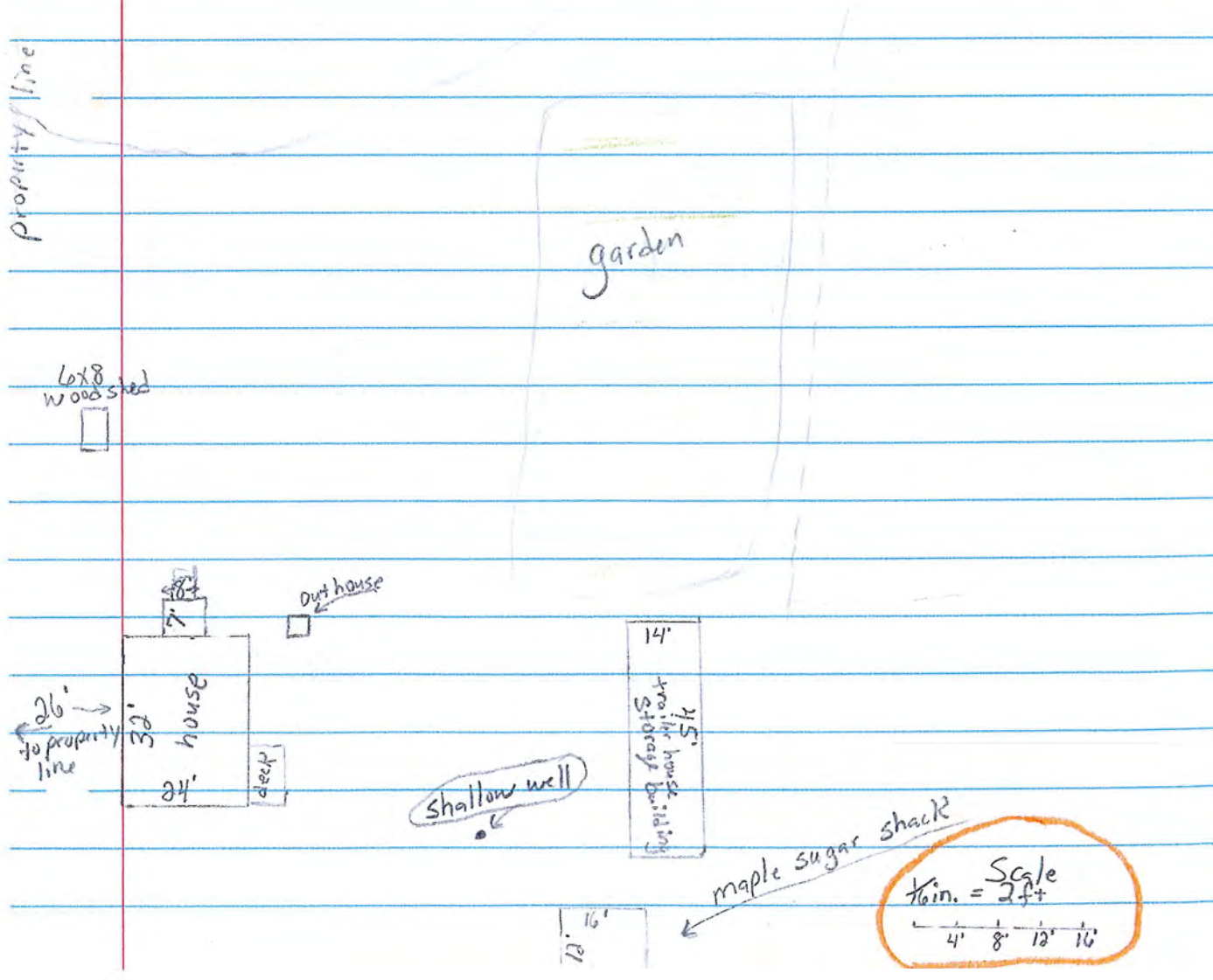
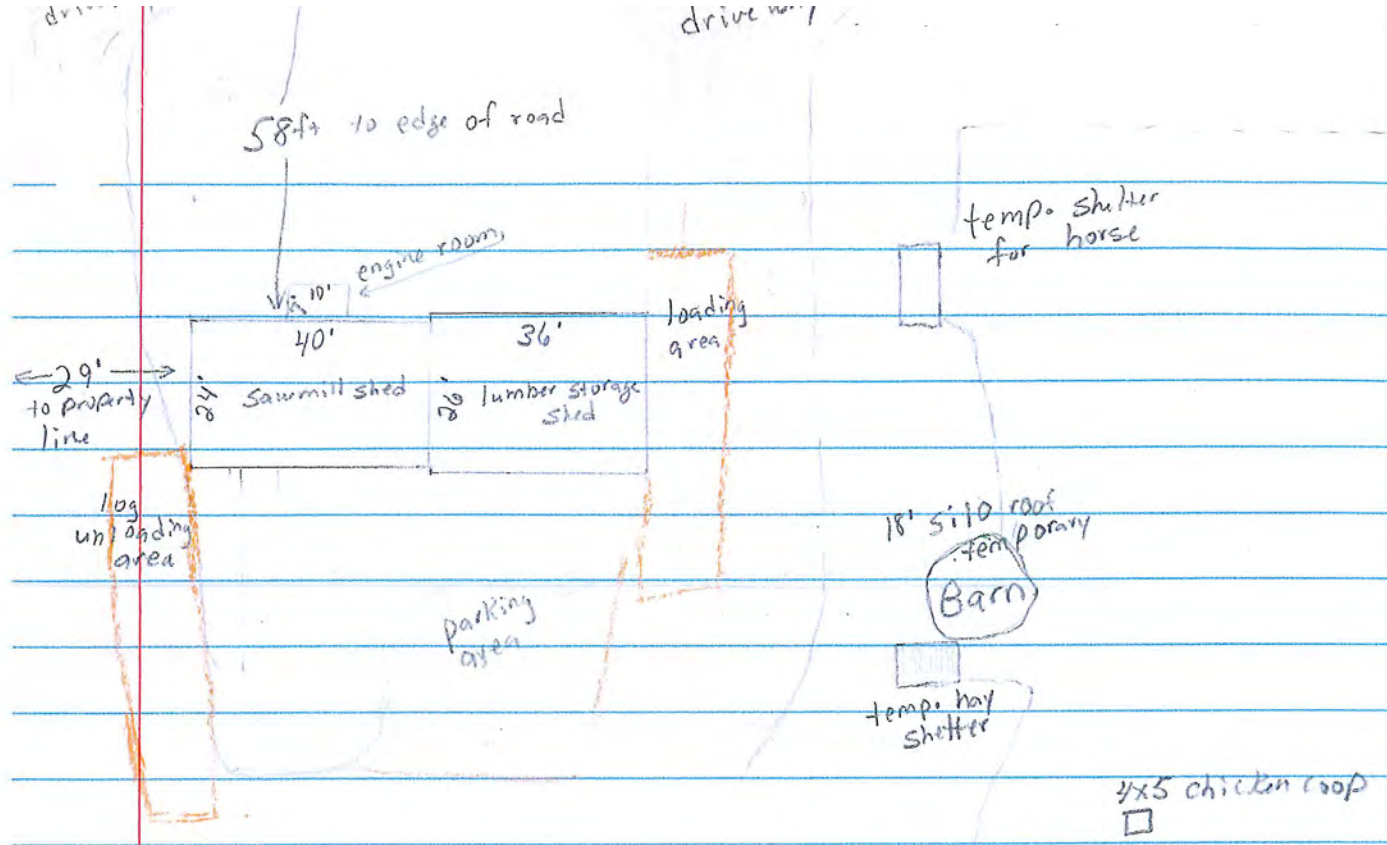
6. **Additional criteria for shoreland areas.** In Shoreland areas, it shall be found that adequate measures have been or will be taken to assure that:

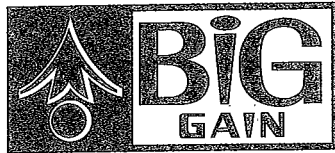
a. **Pollution.** Soil erosion or other possible pollution of public waters will be prevented, both during and after construction;

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

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

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





Notice

This is the property that is on a contract for deed with William Millers

If you have questions concerning this, you should have a copy of our contract for deed that you got when we got our first building permit, the approval date on that is 8-24-15 the receipt number is 185541-598033

Sincerely Johnny Borntreger

5-2-17

P.S.

enclosed find check # 1949 of
\$326.00

563395

517 08

29.0051.001

No delinquent taxes and transfer entered; Certificate of Real Estate Value (✓) filed () not required

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 563395

October 22, 2008 at 12:09 PM

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

Darlene Maneval, County Recorder

By HB Deputy

Certificate of Real Estate Value No.

10-22, 2008

Ryan L. Nangen
County Auditor

By dm
Deputy
29-0051-000 Split ✓

Survey Sketch (✓) not recorded
Survey Book _____ Page _____

Contract for Deed (individual to individual)

CONTRACT FOR DEED

MORTGAGE REGISTRY TAX DUE HEREON: \$N.A.

CERTIFICATE OF REAL ESTATE VALUE FILED #5054

Date: October 15, 2008

A

THIS **CONTRACT FOR DEED** is made on the above date by Levi Miller and Barbara Miller, husband and wife, Seller (whether one or more), and William Miller, Purchaser. Seller and Purchaser agree to the following terms:

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

The Northeast Quarter of the Northwest Quarter (NE¼ of NW¼) of Section Eleven (11), Township One Hundred Thirty-eight (138) North, Range Thirty-nine (39) West of the Fifth Principal Meridian in Becker County, Minnesota;

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

2. **TITLE.** Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:

- (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
- (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
- (c) Building, zoning and subdivision laws and regulations;
- (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this contract; and
- (e) the following liens or encumbrances: None

3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchaser's prompt and full performance of this contract, Seller shall:

- (a) Execute, acknowledge and deliver to Purchaser a Warranty Deed, in recordable form,

chg
✓ paid
well
non/std
extra

conveying marketable title to the Property to Purchaser, subject only to the following exceptions:

- (i) Those exceptions referred to in paragraph 2(a), (b), (c) and (d) of this contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this contract; and
 - (iii) The following liens or encumbrances: None
- (b) Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchaser shall pay to Seller, at their direction, the sum of Sixty-eight Thousand and no/100ths Dollars (\$68,000.00), as and for the purchase price for the Property, payable as follows:

\$34,000.00 Down Payment, receipt of which is hereby acknowledged
\$34,000.00 Balance, payable according to the following schedule:

\$263.60 payable on the 1st day of December, 2008, and \$263.60 payable on the 1st day of each succeeding month until November 1, 2011, when the principal balance, together with accrued interest thereon, shall be due and payable in full. Interest shall accrue on the unpaid principal balance from the date hereof, at the rate of seven percent (7%) per annum. Payments made herein shall first be credited to interest and the balance to principal.

5. PREPAYMENT. Unless otherwise provided in this contract, Purchaser shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 2009 and in all subsequent years. Real Estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows: Such taxes and special assessments have been paid in full. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.

INJURY OR DAMAGE OCCURRING ON THE PROPERTY.

(a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or

omissions of Seller.

(b) **LIABILITY INSURANCE.** Purchaser shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

8. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to paragraph 7 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.

9. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

10. WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

11. DEED AND MORTGAGE REGISTRY TAXES. Seller shall, upon Purchaser's full performance of this contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchaser the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.

12. NOTICE OF ASSIGNMENT. If either Seller or Purchaser assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.

13. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this contract or fail to perform any of their obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed,

or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.

14. **DEFAULT.** The time of performance by Purchaser of the terms of this contract is an essential part of this contract. Should Purchaser fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to Possession of the Property until the expiration of such period.

15. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.

16. **HEADINGS.** Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

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

SELLER

PURCHASER

Levi D. Miller
Levi Miller

William D. Miller
William Miller

Barbara J. Miller
Barbara Miller

607029

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 607029

April 25, 2013 at 1:46 PM

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

Darlene Maneval, County Recorder
By SKS Deputy

No delinquent taxes and transfer entered
this 25th day of April, 2013

Ryan L. Tangen
Becker County Auditor/Treasurer

By [Signature] Deputy

29-0051-001

Handwritten notes in a box:
William W 1/2 E 1/2
Sold to John
002 001

5-M WARRANTY DEED
Individual(s) to Joint Tenants

CERTIFICATE OF REAL
ESTATE VALUE FILED

#9248

STATE DEED TAX DUE HEREON: \$ 330.00

Date: ~~July 12, 2012~~ April 24, 2013

Parcel # 29.0051.001-SPLIT

FOR VALUABLE CONSIDERATION, **William Miller and Lizzie Miller**, husband and wife, Grantor(s), hereby convey(s) and warrant(s) to **John Henry Borntreger and Rachel Borntreger**, Grantees, as joint tenants, real property in Becker County, Minnesota, described as follows:

The East Half of the Northeast Quarter of the Northwest Quarter (E 1/2 NE 1/4 NW 1/4) of Section 11, Township 138 North, Range 39 West of the Fifth Principal Meridian in Becker County, Minnesota

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

Covenants, Easements and Restrictions of Record, if any.

Check Box if Applicable:

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

BECKER COUNTY DEED TAX
AMT. PD. \$ 330.00
Receipt # 531186
Becker County Auditor/Treasurer

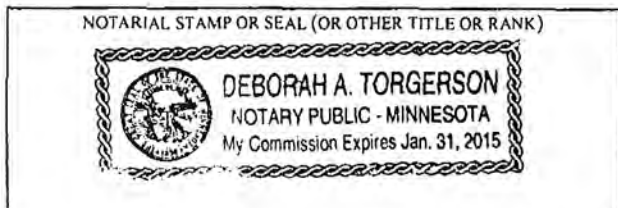
William D Miller
William Miller
Lizzie Miller
Lizzie Miller

chg
paid
well
non/std
PMTA

STATE OF MINNESOTA)
)ss.
COUNTY OF BECKER)

24th April, 2013

The foregoing instrument was acknowledged before me on this ~~12th~~ 24th day of ~~July~~ April, 2012, by William Miller and Lizzie Miller, husband and wife, Grantor(s).



[Signature]
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

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

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



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, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: Deanna Noel
40358 Little Toad Rd.
Frazee, MN 56544

Project Location: 40358 Little Toad Rd.

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit for a storage building which is to be divided into separate units for monthly rental.

LEGAL LAND DESCRIPTION: Tax ID number: 150233000

24-139-039 GOVT LOT 2 LESS PLAT GORANSON BCH AKA 9.43 AC & LESS .50 AC TO STATE & EX 27 AC FOR 15.0236.000 & EX 1.65 AC FOR 15.0232.000 & EX 1.42 AC FOR 15.0234.000 & EX ROADS; Section 24, TWP 139, Range 39, Height of Land 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.

IMAGINE YOUR AD HERE

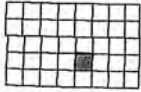
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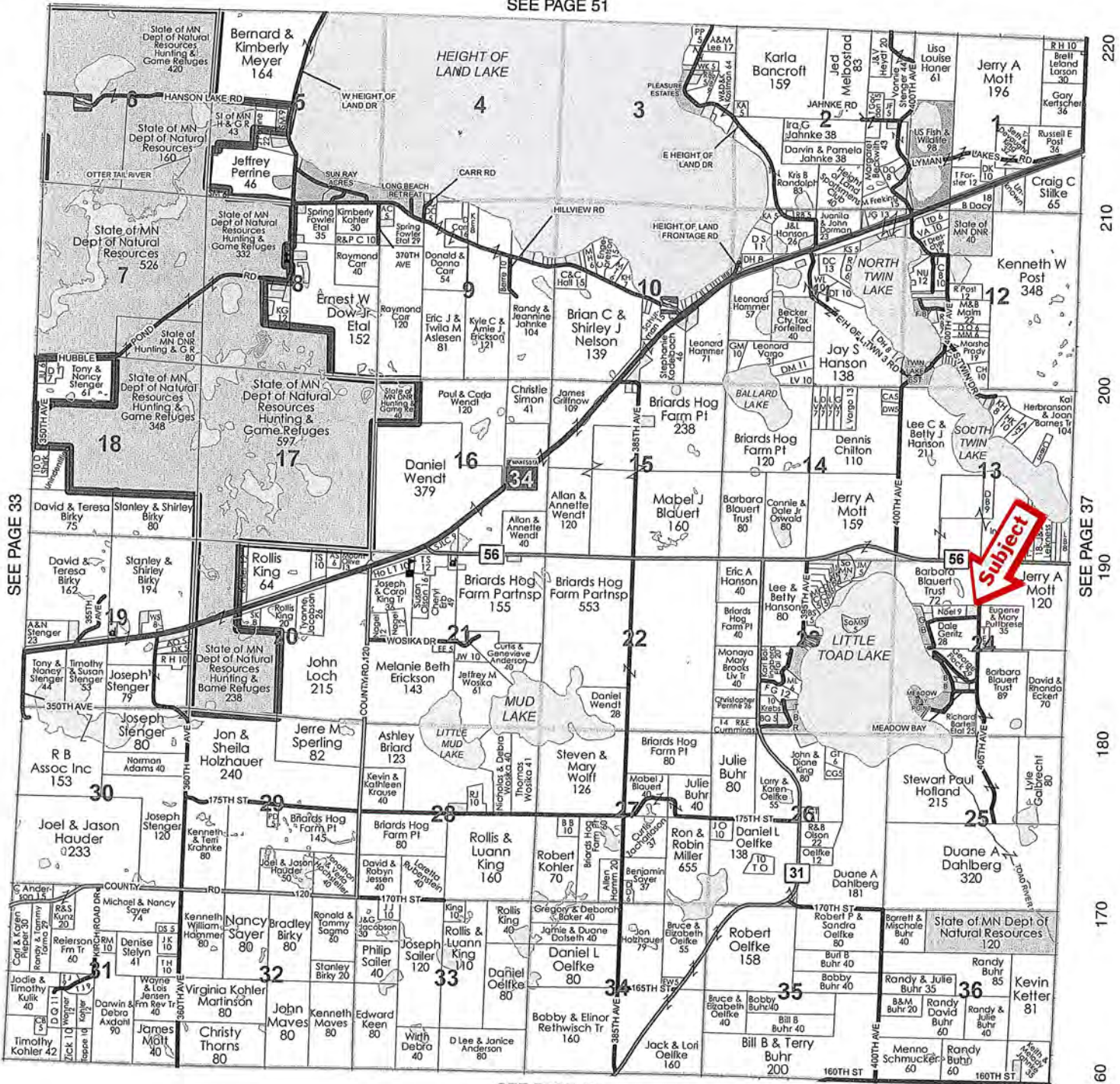


Height of Land (S)

Township 139N - Range 39W

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SEE PAGE 51





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.

DEANNA NOEL

1:6,157

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

Date: 5/10/2017





~ 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
MAY 04 2017

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

First name(s): Richard (deceased) & Deanna L Last name: Noel
Mailing Address: 40358 Little Toad Rd City, State, Zip Frazee, MN 56544
Phone Number(s): 218-850-0228 Project Address: 40358 Little Toad Rd, Frazee, MN
Parcel number(s) of property: 15,0233.000 Sect - Twp - Range: 24 139 039

Township Name: Height of Land Legal Description: 8.84 AC Section 24 Township 139 Range 039 24-139-039 Gov't Lot 2 Less Plat Goranson Beach AKA 9.43 AC & Less .5 AC to State & EX 27 AC FOR 15,0236.000 + EX 1.65 AC for 15,0232.000 + EX 1.42 AC for 15,0234.000 + EX Roads

REASON FOR CONDITIONAL USE REQUEST: To build a storage building which is to be divided into separate units for monthly rental.

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.

Deanna L Noel

SIGNATURE OF APPLICANT

5/4/17

DATE

OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. If in Cormorant Township add \$25.00 surcharge to the filing fee (\$351.00). **Make check payable to Becker County Zoning.**
4. Is the conditional use permit request after the fact? [] Yes [X] No
If yes, after the fact application fee is an additional \$600.00.

Office Use Only

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

Patricia [Signature]

SIGNATURE - ZONING ADMINISTRATOR

5/5/17

DATE

PARCEL	
APP	CUP
YEAR	

BUSINESS PLAN

Name of Business: The Pines Storage

Owners of Business: Deannal Noel

Type of Business: Retail Sales Service Other

Type of Merchandise: N/A

Type of Service: Storage unit rentals

Hours of Operation: 8:00 AM to 8:00 PM Monday through Saturday

Number of Employees: One-owner

Off-street Parking Plan: within 30 ft from building

Size of Structure to be used for Business: 26 X 120

New Structure: 26x120 steel building Existing Structure: N/A

Signage Plan: Signage at Driveway

Exterior Lighting Plan: minimum - security motion light at ends of building + one or two more in between

Environmental Hazards: NONE

Other Comments: This will be rental storage units rented on a monthly basis. There will be no plumbing involved. No indoor electricity is planned.

The building will be divided into separate units each with it's own access door. The front of the structure will be 145 ft from the Township Road (Little Toad Rd) and 130 ft from north (back) line of property. It is not close to any other structure on property. The Driveway is existing and will be updated and maintained with Class 5 gravel.

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.

It will not affect the use or enjoyment of surrounding vicinity. It will not be able to be seen easily by anyone without driving in the driveway.

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.

It will not impede any development or improvement of any surrounding property. It will be located in the center of my property.

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

The only necessity will be a driveway and lot for customers to drive in and turn around easily. The driveway already exists and will be updated and maintained. The lot will be sufficient in size and will be maintained as well.

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

The lot will be sufficient in size for parking and turning around and is off the road.

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.

No odors, fumes, dust or noise will be present since there will be only occasional customers who will just be placing their belongings in private units and leaving when done. Lights will not be any disturbance, it will be surrounded by large trees so it won't be very visible at all.

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

Easement

West Prop Line
40.81 ft

16 pole barn
36

16 slab with shed
16 on

Garage
983 sq ft
APron
520 ft

House
1274 sq ft

30 Driveway + parking
210'

6 Septic

Drain field
10

shed
83'
swamp

to center of road
145'

Driveway

Parking +
Turn around

East Prop Line
375'

405th Ave

5
Toad Lake Road

10559 ft

All that part of Gov't. Lot 2, Sec. 24, Twp. 139N., Rge. 39 W. of the 5th P.M. which lies: 1.) N. and Northerly of that existing dedicated public road which lies in an Easterly-Westerly direction across said Gov't. Lot 2; 2.) W. of that existing township road running N. and S. on and along the E. line of said Gov't. Lot 2; and 3.) E. and Easterly of the E. lines of the following two described tracts; Tract I: That part of Gov't. Lot 2 in Sec. 24, Twp. 139N., Rge. 39 West of the 5th. P.M., Becker County, Minnesota, described as follows: COMMENCING at the Northwest Corner of said Gov't Lot 2; thence on an assumed bearing of N. 88° 29' E. 555.34 ft. along the N. line of said Gov't. Lot 2, to the place of beginning of the tract to be described; thence S. 08° 47' E. 231.06 ft.; thence S. 88° 29' W. 140.00 ft; thence N. 18° 46' W. 240.00 ft. to the N. line of said Gov't. Lot 2; thence N. 88° 29' E. 181.94 ft. to the place of beginning. Tract II: That part of Gov't. Lot 2. Sec. 24, Twp. 139N., Rge. 39 West of the 5th P.M. in Becker County, Minnesota, described as follows, to-wit: BEGINNING at a point (iron Stake) on the Northeasterly line of the "Restricted Driveway" shown on the plat of "Goranson Beach" which plat is on file and of record in the office of the Register of Deeds, Becker County, Minnesota, said iron stake being located S. 18° 46' E. 40.0 ft. and N. 88° 29' E. 31.4 ft. from the intersection of the Southwesterly line of the said "Restricted Driveway" with the Northerly line of Lot 3 of said "Goranson Beach"; thence running S. 18° 46' E. 297.76 ft. in the Northeasterly line of the said "Restricted Driveway" to an iron stake on the Northerly line of the Public Road; thence running N. 65° 31' E. 235.0 ft. in the said Northerly line of the Public Road to an iron stake; thence running N. 08° 47' W. 194.21 ft. to an iron stake; and thence running S. 88° 29' W. 280.00 ft. to the point of beginning and there terminating; contains 1.42 acres.



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

2017 Property Tax Statement

Property ID#: 15.0233.000

Taxpayer:



BILL: 1081346
 RICHARD J & DEANNA L NOEL
 40358 LITTLE TOAD RD
 FRAZEE MN 56544-8846

C 21
 S 4698



VALUES AND CLASSIFICATION			
Step	Taxes Payable Year:	2016	2017
	1	Estimated Market Value:	116,800
Improvements Excluded:			
Homestead Exclusion:		26,700	25,500
Taxable Market Value:		90,100	104,400
New Improvements/ Expired Exclusions:			
Property Classification:		Res Hstd	Res Hstd
<i>Sent in March 2016</i>			
Step	PROPOSED TAX		
	Proposed Tax:	996.00	
<i>Sent in November 2016</i>			
Step	PROPERTY TAX STATEMENT		
	First-half Taxes:	May 15	514.00
	Second-half Taxes:	October 15	514.00
Total Taxes Due in 2017:		1,028.00	

\$\$\$
 REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

PROPERTY ADDRESS:
 40358 LITTLE TOAD RD
 FRAZEE

DESCRIPTION:
 8.84 Acres, Section 24 Township 139 Range 039
 24-139-039 GOVT LOT 2 LESS PLAT GORANSON BCH
 AKA 9.43 AC & LESS .50 AC TO STATE & EX 27 AC
 FOR 15.0236.000 & EX 1.65 AC FOR 15.0232.000 & EX
 1.42 AC FOR 15.0234.000 & EX ROADS

Line 13 Special Assessment Detail:	
S-1010/15 SOLID WASTE RESIDENT	40.00
Principal:	40.00
Interest:	

Tax Detail for Your Property

Taxes Payable Year		2016	2017	
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>		\$	988.0	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		\$	848.00	
Tax and Credits	3. Property taxes before credits	\$	848.00 \$ 988.0	
	4. Credits that reduce property taxes.			
	A. Agricultural market value credit	0.00	0.0	
	B. Other Credits	0.00	0.0	
	5. Property taxes after credits	848.00	988.0	
Property Tax by Jurisdiction	6. BECKER COUNTY	\$	348.37 \$ 416.3	
		A. County		
		B.		
	7. HEIGHT OF LAND	161.95	187.5	
	8. State General Tax	0.00	0.0	
	9. SCHOOL DISTRICT 0023			
		A. Voter approved levies	59.66	73.0
		B. Other local levies	276.56	308.6
	10. Special Taxing Districts			
		A. BC EDA	1.46	2.5
		B. Others	0.00	0.0
	C. TIF	0.00	0.0	
	D.	0.00	0.0	
	11. Non-school voter-approved referenda levies	0.00	0.0	
	12. Total property tax before special assessments	\$	848.00 \$ 988.0	
	13. Special Assessments	40.00	40.0	
	Contamination Tax			
	14. TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	\$	888.00 \$ 1,028.0	

PAYABLE 2017 2nd HALF PAYMENT STUB



TO AVOID PENALTY
 PAY ON OR BEFORE: October 15
 Property ID#: 15.0233.000
 Bill#: 1081346

RICHARD J & DEANNA L NOEL
 40358 LITTLE TOAD RD
 FRAZEE MN 56544-8846

SECOND 1/2 TAX AMOUNT: \$ 514.00
 PREPAY CREDIT: \$ 0.00
 TOTAL SECOND HALF AMOUNT DUE: \$ 514.00

MAKE CHECKS PAYABLE & MAIL TO:

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



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

If your address has changed please check this box and show the

WITH YOUR SECOND HALF PAYMENT,
 DO NOT STAPLE



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, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: Chad Stenerson
7414 E. Turquoise Ave.
Scottsdale, AZ 85258

Project Location: 12673 Co. Hwy. 17

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit to amend Conditional Use Permit No. 594100 to include serving of liquor, beer and wine at food and beverage concessions.

LEGAL LAND DESCRIPTION: Tax ID number: 190425000

LOT 2 LESS 7.25 AC & PT TO STATE & N 7.50 AC OF LOT 3 W OF HWY; Section 21, TWP 138, Range 41, Lake View 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.

Your Community Full Service Bank



communitybank.com

FDIC

Community Development Bank
FNB

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

516 Main Street
Ogema, MN 56569

Construction Loans • Boat Refinancing

All Loans • Commercial Loans

Home Finance

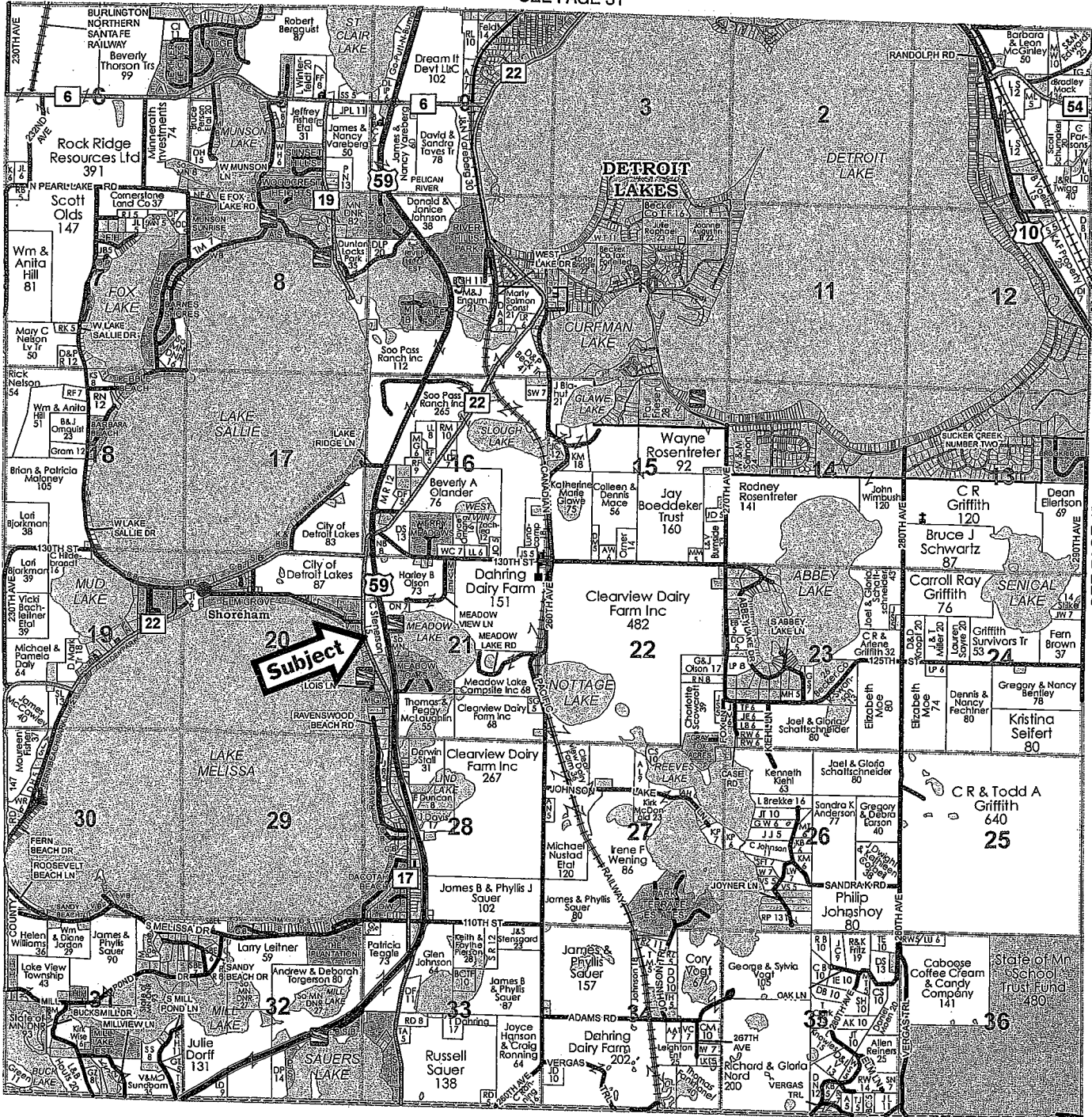


Lake View

Township 138N - Range 41W

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SEE PAGE 31



SEE PAGE 13

SEE PAGE 17

160
150
140
130
120
110
100

230 240 250 260 270 280 290 15

OTTER TAIL COUNTY



CHAD STENERSON
 SHADY HOLLOW

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

1: 6,157

Date: 5/10/2017

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



RECEIVED
MAY 08 2017
ZONING

~ CONDITIONAL USE APPLICATION ~
BECKER COUNTY PLANNING & ZONING

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

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

First name(s): CHAD Last name: STENERSON
Mailing Address: 7414 E. TURQUOISE City, State, Zip SCOTTSDALE, AZ 85258
Phone Number(s): 602-809-6661 Project Address: 12673 COMHY 17
Parcel number(s) of property: 190425000 Sect - Twp - Range: _____
Township Name: LAKEVIEW Legal Description: _____

REASON FOR CONDITIONAL USE REQUEST:

I'D LIKE TO SERVE LIQUOR, BEER & WINE FROM MY
FOOD AND BEVERAGE CONCESSIONS

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.

Chad Stenson
SIGNATURE OF APPLICANT

5/8/17
DATE

OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. If in Cormorant Township add \$25.00 surcharge to the filing fee (\$351.00). **Make check payable to Becker County Zoning.**
4. Is the conditional use permit request after the fact? [] Yes [X] No
If yes, after the fact application fee is an additional \$600.00.

Office Use Only

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

[Signature]
SIGNATURE - ZONING ADMINISTRATOR

5/9/17
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.

WILL HAVE NO ADDITIONAL EFFECT ON 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.

WILL HAVE NO EFFECT ON FURTHER DEVELOPMENT

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

FACILITIES ARE EXISTING AND THIS WILL HAVE NO EFFECT ON ~~EXISTING~~ THEM

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.

NO NEED FOR ANY ADDITIONAL PARKING,

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

NO ADDITIONAL OUTDOOR LIGHTING WILL BE NEEDED. BUSINESS CONDUCTED DURING DAYLIGHT HOURS

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

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

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

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

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

588486

BECKER COUNTY RECORDER
STATE OF MINNESOTA
Document No. 588486

May 25, 2011 at 12:15 PM
I hereby certify that the within
instrument was recorded in this office.
Darlene Maneval, County Recorder
By SKS Deputy

No delinquent taxes and transfer entered
this 25th day of May, 2011

Ramon L. Tangen
Becker County Auditor/Treasurer

By [Signature] Deputy

19-0425-000

CERTIFICATE OF REAL ESTATE VALUE FILED. #7291

1-M WARRANTY DEED

Individual(s) to Individual(s)

STATE DEED TAX DUE HEREON: \$ 585.75

Date: May 20, 2011

Parcel # 19.0425.000

BECKER COUNTY RECORDER

Well Certificate Received MAY 25, 2011

Darlene Maneval
County Recorder

FOR VALUABLE CONSIDERATION, David P. Hanson and Ardis R. Hanson, husband and wife, Grantors, hereby convey and warrant to Chad Stenerson, Grantee, real property in Becker County, Minnesota, described as follows:

Government Lot Two (2) and the North 7½ acres of Government Lot Three (3), Section Twenty-one (21), Township One Hundred Thirty-eight (138) North, Range Forty-one (41) West of the 5th P.M., excepting that portion of the above-described premises which lies Westerly of old Highway #59, now Becker County Road #17, as the same was established on July 19, 1989. LESS the following described tract: All of the North 7.5 acres of Government Lot Three (3), lying Easterly of the U.S. Highway 59 as established on July 19, 1989, and also all that part of Government Lot Two (2), Section Twenty-one (21), Township One Hundred Thirty-eight (138) North, Range Forty-one (41) West, Becker County, Minnesota, lying Easterly of U.S. Highway 59 and Southerly of the following described line: Commencing at the Northwest corner of said Section Twenty-one (21), thence South 01 degree 05 minutes East 2251.60 feet (as recorded in Book 215 of Deeds, page 225) on and along the West line of said Section Twenty-one (21), thence South 47 degrees 57 minutes West 45.70 feet to an in place iron monument as described in Book 215 of Deeds, page 225; thence North 67 degrees 38 minutes 15 seconds E. 710.09 feet to a point on the center line of U.S. Highway 59 and the point of beginning; thence North 77 degrees 16 minutes 45 seconds East 341.00 feet, more or less, to the water's edge of Meadow Lake and there terminating. Including all riparian rights and subject to all existing easements.

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

Covenants, Easements and Restrictions of Record, if any.

Check Box if Applicable:

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

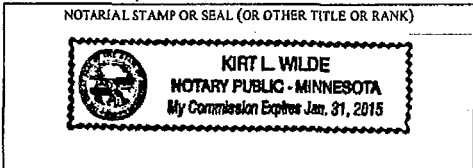
chg
paid
well
non/std
extra

BECKER COUNTY DEED TAX
AMT. PD. \$ 585.75
Receipt # 4780510
Becker County Auditor/Treasurer

[Signature]
David P. Hanson
[Signature]
Ardis R. Hanson

STATE OF MINNESOTA)
)ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me on this 20th day of May, 2011, by David P. Hanson and Ardis R. Hanson, husband and wife, Grantors.



[Signature]
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

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

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

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)
Becker County Title Services, Inc.
828 Minnesota Avenue
Detroit Lakes, MN 56501
Order No.: 25345

Chad Stenerson
7414 E. Turquoise Ave.
Scottsdale AZ 85258



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, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: James and Jane Hokenson
19552 Co. Hwy. 25
Detroit Lakes, MN 56501

Project Location: 24140 Co. Hwy. 48

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit for a Change of Zone from Commercial to Residential.

LEGAL LAND DESCRIPTION: Tax ID number: 210182000

PT SE1/4 SE1/4 BEG 679.7' N & 33' W OF SE SEC COR TH N 166.5' W 209.4' NW 102.4' SW ALONG LAKE 83' S 201' & E 334.5' TO BEG; Section 20, TWP 140, Range 36, Osage 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

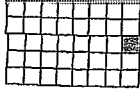
If you have questions about the Project, feel free to call 218-846-7314.

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.

Everybody needs beauty as well as bread, places to play in and pray in, where Nature may heal and cheer and give strength to body and soul alike. — John Muir



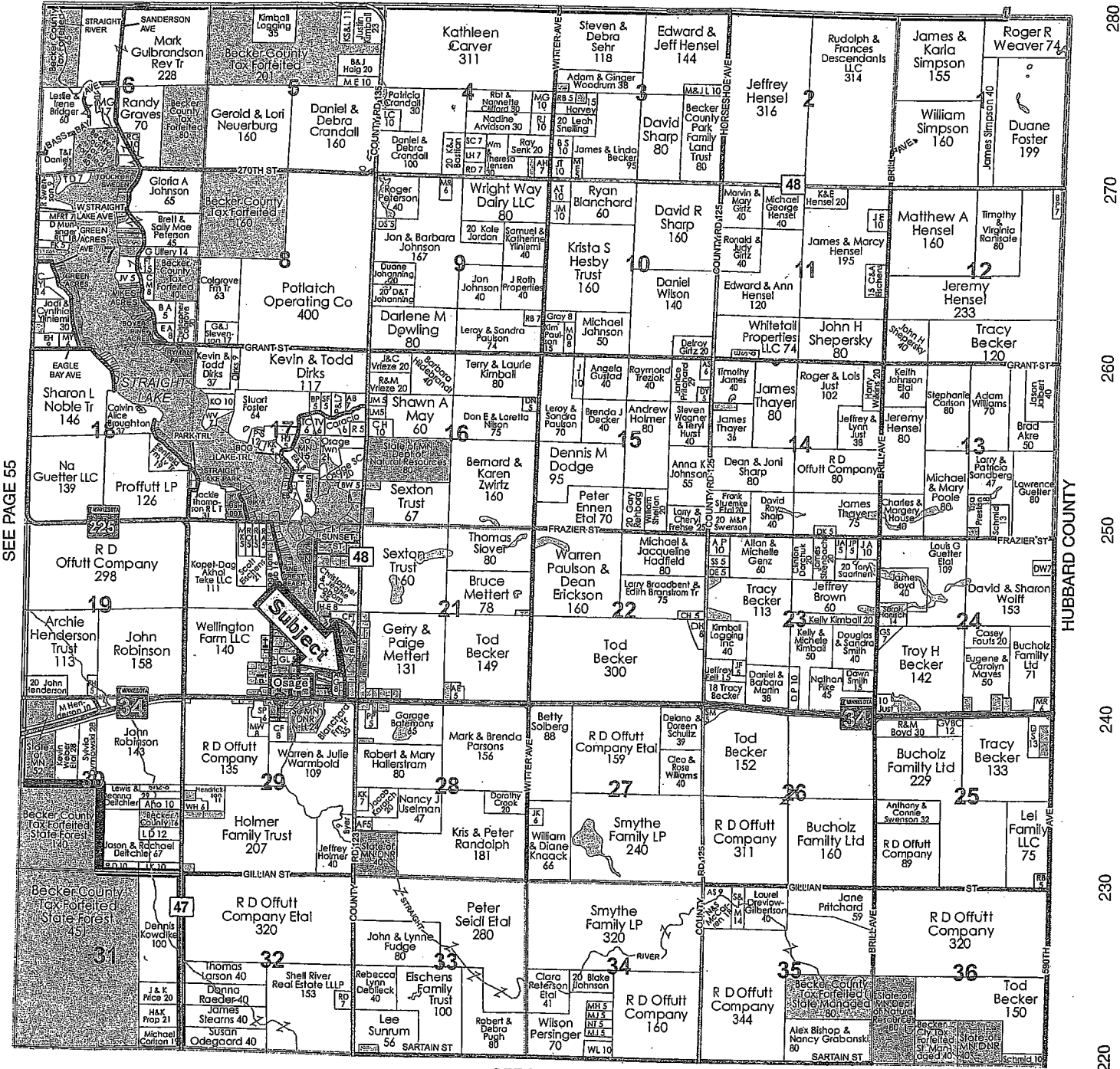
Osage

Township 140N - Range 36W

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HUBBARD COUNTY →

SEE PAGE 73



SEE PAGE 55

SEE PAGE 41



SUBDIVISION / ZONE CHANGE
BECKER COUNTY
PLANNING & ZONING

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

PARCEL	
APP	ZONE / SURVEY
YEAR	
SCANNED	

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

Applicant's Name: James and Jane Hobanson

Applicant's Address: 19552 County Hwy 25
Detroit Lakes, MN 56501

Telephone(s): 218-850-9059 Date of Application: 5/1/17
218-850-9104

Signature of Applicant: James R. Hobanson Jane Hobanson

Parcel ID Number: 210182000 Project Address: 24140 County Hwy 48
Orange, MN 56570

Legal Description of Project:

Section 20 Township 140 Range 036
PT SE 1/4 SE 1/4 BEG 679.7' N X 33' W of SE SEC COR TH N 116.5' W 209.4' NW
102.4' SW Along Lake 83' S 201' + E 334.5' to BEG.

SECTION 1

*Zone Change For Existing Parcel Number 210182000
Current Zoning Commercial Requested Zoning Residential

SECTION 2

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

SECTION 3

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

Date Received 5/2/17 Date Accepted 5/2/17 Authorized Signature Jane Hobanson
Application Fee 426.00 Notice Fee Recording Fee Date Paid
Receipt Number

RECEIVED
MAY 02 2017
ZONING

Patricia Swank

601084

BECKER COUNTY RECORDER
STATE OF MINNESOTA

Document No. 601084

September 19, 2012 at 1:29 PM

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

Darlene Maneval, County Recorder

By SKS Deputy

No delinquent taxes and transfer entered this 19th day of Sept, 2012

Ryan L. Tangen
Becker County Auditor/Treasurer

By [Signature] Deputy

21-0182-000

CERTIFICATE OF REAL ESTATE VALUE FILED #8664

To: Title One, Inc.
1895 Plaza Drive, Suite 100
Eagan, MN 55122
1201501 R30

(Top 3 inches reserved for recording data)

LIMITED WARRANTY DEED
Business Entity to Joint Tenants

Minnesota Uniform Conveyancing Blanks
Form 10.2.11 (2010)

DEED TAX DUE: \$ Exempt per USC 1723A (C) (2)

DATE: 8/23/12
(month/day/year)

FOR VALUABLE CONSIDERATION, Federal National Mortgage Association
(insert name of Grantor)

a Corporation under the laws of United States of America ("Grantor"),

Hereby conveys and quitclaims to James Hokenson and Jane Hokenson
(insert name of each Grantee)

("Grantee"),

as joint tenants, real property in Becker County, Minnesota, legally described as follows:

All that part of the Southeast Quarter of the Southeast Quarter (SE ¼ of SE ¼) of Section Twenty (20), Township One Hundred Forty (140) North, Range Thirty-six (36), bounded and described as follows: Beginning at a point on the east section line of said Section 20, 846.2 feet North of the southeast corner thereof; thence West at right angles to said section line a distance of 330 feet; thence South parallel to said Section line a distance of 166.5 feet; thence East at right angles and parallel to the North line of said tract hereinabove first described a distance of 330 feet to said East Section line, thence North on the Section line to the point of beginning; Excepting right of way of County Aid Road #23, 33 feet in width and extending along the East side of above tract
AND

An 0.08 acre tract in the Southeast Quarter of the Southeast Quarter (SE ¼ of SE ¼), Section Twenty (20), Township One Hundred Forty (140) North, Range Thirty-six (36), Becker County, Minnesota, described as follows, to-wit: Beginning at a point marked by an iron monument which is located as follows: Commencing at the Southeast corner of said Section 20; thence proceeding North on and along the East line of said Section 20 a distance of 846.2 feet to a point; thence proceeding West, at right angles to said Section line a distance of 242.4 feet to a point which lies the point of beginning of the herein described tract; thence running Northwesterly by deflecting to the right at an angle of 45° 40' a distance of 102.4 feet to an iron monument on the shore line Of Straight Lake; thence running Southwesterly by deflecting to the left at an angle of 106° 30': a distance of 33.0 feet along the shore line of said Straight Lake to an iron monument; thence running 44.5 feet South by deflecting to the left at an angle of 29° 24' to an iron monument; thence running East 87.6 feet to the point of beginning and there terminating; also conveyed hereby are riparian rights appurtenant to the herein described tract at the shore line of Straight Lake.
AND

That part of the Southeast Quarter of the Southeast Quarter (SE ¼ of SE ¼) of Section Twenty (20), Township One Hundred Forty (140) North, Range Thirty-six (36) West of the Fifth Principal Meridian described as follows: Commencing at a point on the East line of said Section 20, Township and Range aforesaid, 513.2 feet North of the Southeast corner of said section; thence West at right angles to said Section line a distance of 330 feet; thence North parallel with the East section line a distance of 166.5 feet to the point of beginning; thence North parallel with said Section line a distance of 211 feet, more or less, to the water's edge of Straight Lake; thence following the water's edge in a southwesterly direction a distance of 50 feet, more or less, to a point which is 367.5 feet West at right angles from said Section line; thence South parallel with and 367.5 feet distant westerly from said section line a distance of 167 feet, more or less, to a point that is 37.5 feet west of the point of beginning measured along a line perpendicular to said section line; thence east at right angles to said section line a distance of 37.5 feet to the point of beginning, subject to mineral reservations, zoning ordinances and easements of record, if any.

Check here if all or part of the described real property is Registered (Torrens)

Together with all hereditaments and appurtenances belonging thereto.

BECKER COUNTY DEED TAX

AMT. PD. \$ 0

Receipt # Exempt
Becker County Auditor/Treasurer

chg
paid
well
non/std
extra

Grantee herein shall be prohibited from conveying captioned property for a sales price of greater than \$180,000.00 for a period of 3 month(s) from the date of this deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the

Principal amount of greater than \$180,000.00 for a period of 3 month(s) from the date of this deed. These restrictions shall run with the land and are not personal to Grantee.

This restriction shall terminate immediately upon conveyance at any foreclosure sale related to a mortgage or deed of trust.

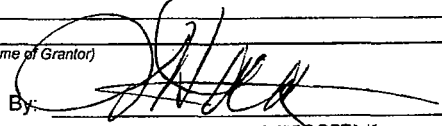
This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT: restrictions, covenants, conditions, and easements of record, if any.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property. A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

(name of Grantor)

By: 

JENNIFER MARGERY
ASST. VICE PRESIDENT

Its: _____
(type of authority)

By: 

Its: Evelyn Waitaha Ass't Vice President
(type of authority)

State of Texas, County of Dallas

This instrument was acknowledged before me on 8/9/12 by JENNIFER HAGGERTY
(month/day/year) (name of authorized signer)

JENNIFER HAGGERTY

as ASST. VICE PRESIDENT
(type of authority)

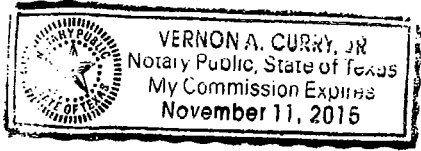
and by _____
(name of authorized signer)

as ASST. VICE PRESIDENT of Federal National Mortgage Association
(type of authority) (name of Grantor)

a Corporation under the laws of The United States of America

on behalf of the Corporation

(Seal, if any)



[Signature]
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Title One, Inc.
14985 Glazier Ave.
Suite 335
Apple Valley, MN 55124
File No.: 1201501REO

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

(insert name and address of Grantee to whom tax statements should be sent)

JAMES HOKENSON AND JANE HOKENSON
~~24448 COUNTY HIGHWAY 48~~ 19552 Co. Hwy 25
~~OSAGE MN 56570~~ DETROIT LAKES, MN 56501



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, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: Kris Wirth
PO Box 92
Frazee, MN 56544

Project Location: 10521 Indy 500 Rd.,

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit for a Change of Zone from Agricultural to Commercial.

LEGAL LAND DESCRIPTION: Tax ID number: 030284000

W 350' OF NW1/4 OF SE1/4 N OF HWY #10; Section 28, TWP 138, Range 40, Burlington 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

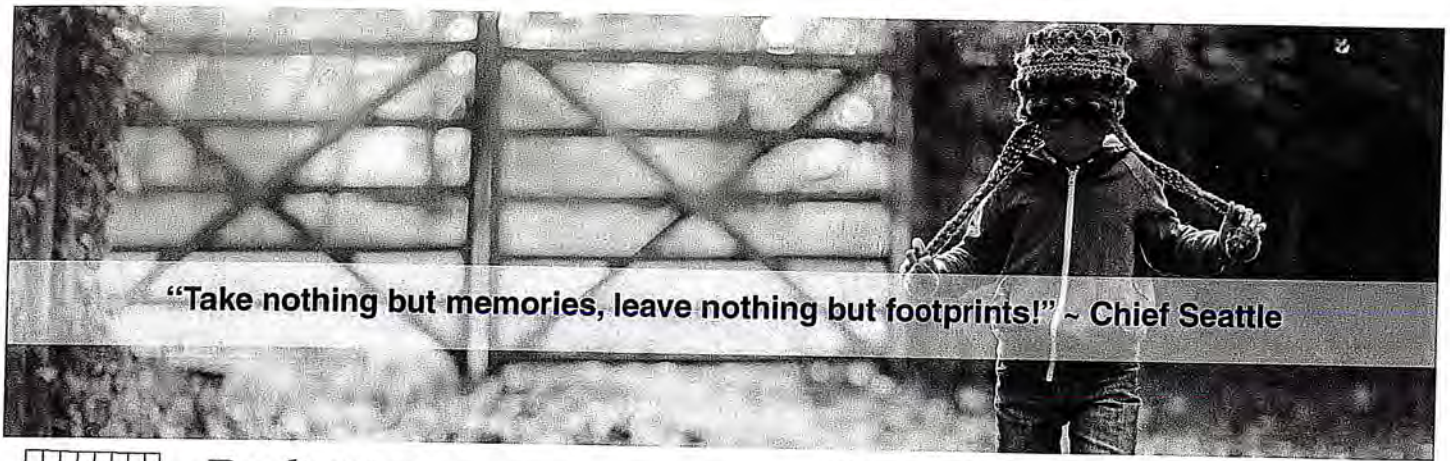
FAX Number 218-846-7266
EMAIL: zoning@co.becker.mn.us

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.**



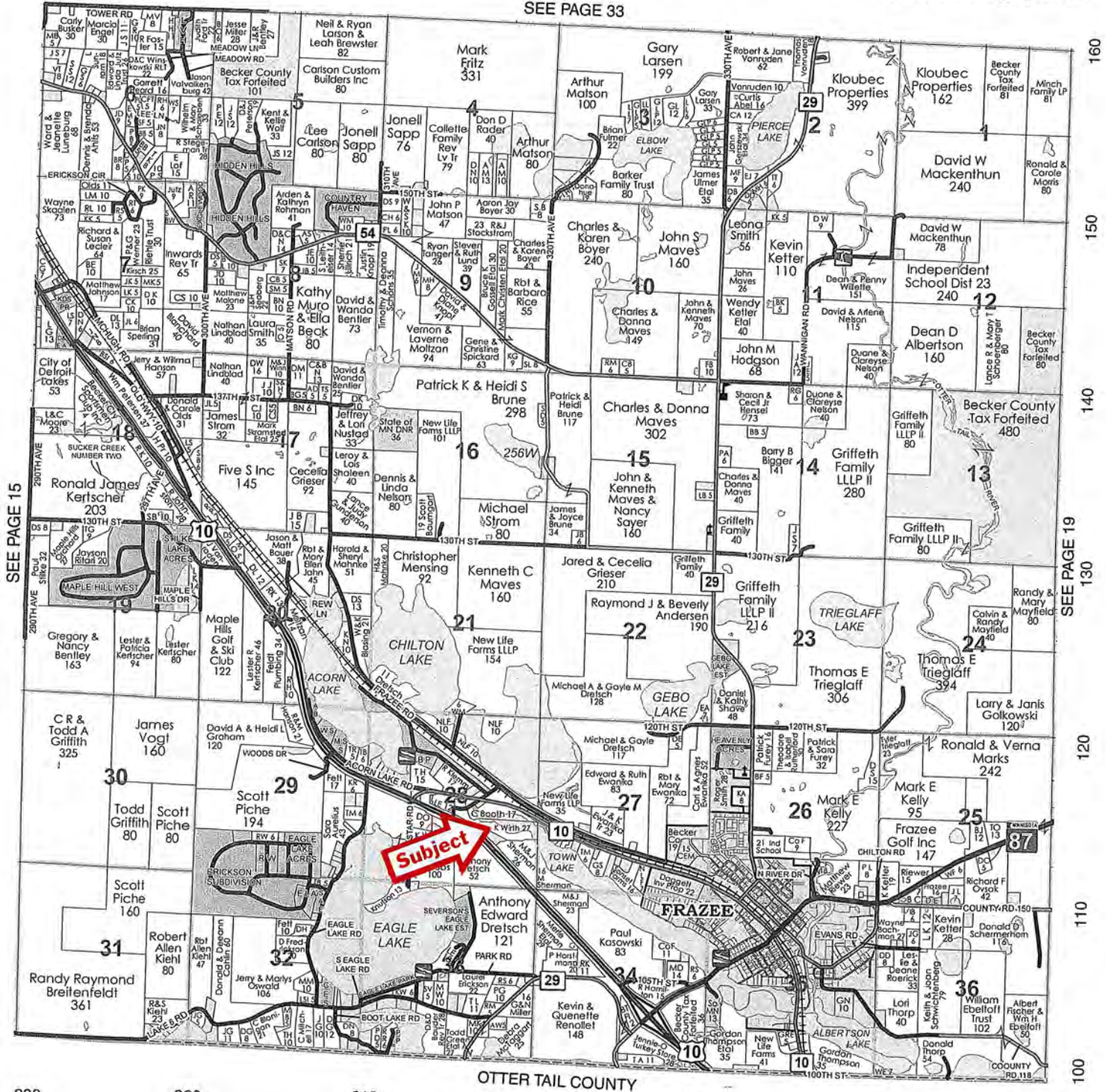
"Take nothing but memories, leave nothing but footprints!" ~ Chief Seattle

Burlington

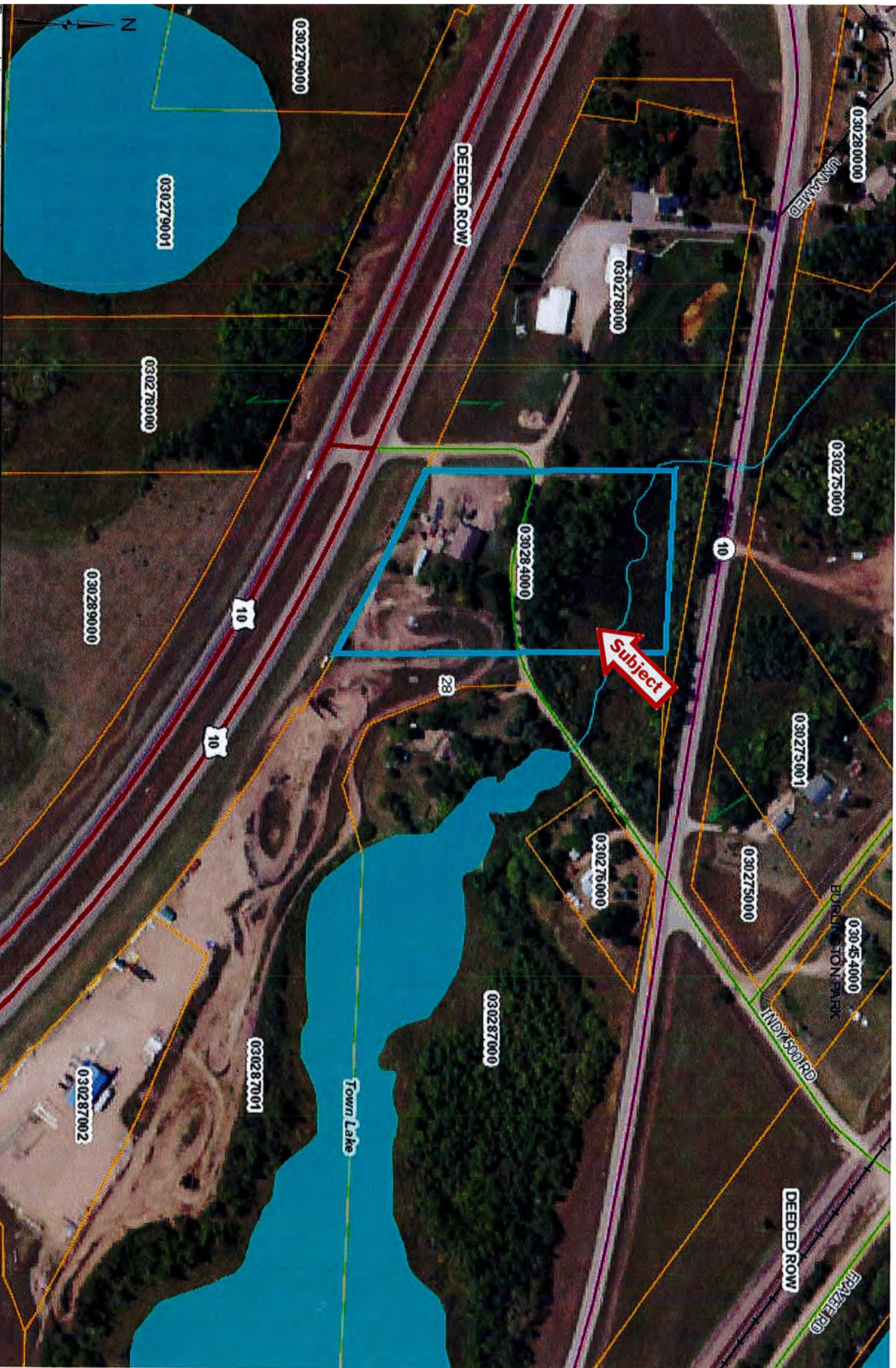
Township 138N - Range 40W

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SEE PAGE 33



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 warranties to their performance, merchantability, or fitness for any particular purpose.

KRIS WIRTH

1:2,956

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

Date: 5/10/2017

Becker County



MEADOWLAND SURVEYING INC.

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

Kris Wirth – Tract A - 3.80 acres around house

Land description:

That part of the Northwest Quarter of the Southeast Quarter and that part of the Northeast Quarter of the Southwest Quarter in Section 28, Township 138 North, Range 40 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at an iron monument which designates the west quarter corner of said Section 28; thence South 88 degrees 30 minutes 34 seconds East 2721.20 feet on an assumed bearing along the east-west quarter line of said Section 28 to the northwest corner of said Northwest Quarter of the Southeast Quarter, said point is the point of beginning; thence continuing South 88 degrees 30 minutes 34 seconds East 350.56 feet along the east-west quarter line of said Section 28 to the intersection with the easterly line of the westerly 350.00 feet of said Northwest Quarter of the Southeast Quarter, said westerly 350.00 feet is measured at a right angle to and is parallel with the west line of said Northwest Quarter of the Southeast Quarter; thence South 01 degree 44 minutes 39 seconds East 253.29 feet along the easterly line of said westerly 350.00 feet to an iron monument; thence continuing South 01 degree 44 minutes 39 seconds East 33.31 feet along the easterly line of said westerly 350.00 feet to an iron monument on the centerline of an Existing Public Road (Indy 500 Road); thence westerly along the centerline of said Indy 500 Road on a curve concave to the north, having a central angle of 04 degrees 08 minutes 59 seconds and a radius of 170.00 feet, for a distance of 12.31 feet (chord bearing South 83 degrees 20 minutes 14 seconds West); thence South 85 degrees 24 minutes 44 seconds West 58.71 feet continuing along the centerline of said Indy 500 Road; thence South 18 degrees 08 minutes 15 seconds West 13.02 feet to an iron monument; thence continuing South 18 degrees 08 minutes 15 seconds West 266.81 feet to an iron monument on the northeasterly right of way line of Trunk Highway No. 10; thence northwesterly along the northeasterly right of way line of said Trunk Highway No. 10 on a curve concave to the southwest, having a central angle of 02 degrees 54 minutes 06 seconds and a radius of 3929.72 feet, for a distance of 199.01 feet (chord bearing North 65 degrees 51 minutes 32 seconds West); thence North 67 degrees 18 minutes 35 seconds West 51.94 feet continuing along the northeasterly right of way line of said Trunk Highway No. 10 to the centerline of said Indy 500 Road; thence North 00 degrees 38 minutes 14 seconds West 142.73 feet along the centerline of said Indy 500 Road; thence northeasterly continuing along the centerline of said Indy 500 Road on a curve concave to the southeast, having a central angle of 73 degrees 28 minutes 12 seconds and a radius of 54.00 feet, for a distance of 69.24 feet (chord bearing North 36 degrees 05 minutes 51 seconds East) to the west line of said Northwest Quarter of the Southeast Quarter; thence North 01 degree 44 minutes 39 seconds West 204.78 feet along the west line of said Northwest Quarter of the Southeast Quarter to an iron monument; thence continuing North 01 degree 44 minutes 39 seconds West 66.65 feet along the west line of said Northwest Quarter of the Southeast Quarter to the point of beginning. The above described tract contains 3.80 acres.

MEADOWLAND SURVEYING INC.

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

Kris Wirth – Tract B - 0.89 of an acre to be attached to existing raceway tract easterly

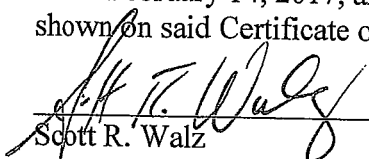
Land description:

That part of the Northwest Quarter of the Southeast Quarter in Section 28, Township 138 North, Range 40 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at an iron monument which designates the west quarter corner of said Section 28; thence South 88 degrees 30 minutes 34 seconds East 2721.20 feet on an assumed bearing along the east-west quarter line of said Section 28 to the northwest corner of said Northwest Quarter of the Southeast Quarter; thence continuing South 88 degrees 30 minutes 34 seconds East 350.56 feet along the east-west quarter line of said Section 28 to the intersection with the easterly line of the westerly 350.00 feet of said Northwest Quarter of the Southeast Quarter, said westerly 350.00 feet is measured at a right angle to and is parallel with the west line of said Northwest Quarter of the Southeast Quarter; thence South 01 degree 44 minutes 39 seconds East 253.29 feet along the easterly line of said westerly 350.00 feet to an iron monument; thence continuing South 01 degree 44 minutes 39 seconds East 33.31 feet along the easterly line of said westerly 350.00 feet to an iron monument on the centerline of an Existing Public Road (Indy 500 Road), said point is the point of beginning; thence continuing South 01 degree 44 minutes 39 seconds East 358.11 feet along the easterly line of said westerly 350.00 feet to an iron monument on the northeasterly right of way line of Trunk Highway No. 10; thence northwesterly along the northeasterly right of way line of said Trunk Highway No. 10 on a curve concave to the southwest, having a central angle of 02 degrees 45 minutes 40 seconds and a radius of 3929.72 feet, for a distance of 189.38 feet (chord bearing North 63 degrees 01 minute 39 seconds West) to an iron monument; thence North 18 degrees 08 minutes 15 seconds East 266.81 feet to an iron monument; thence continuing North 18 degrees 08 minutes 15 seconds East 13.02 feet to the centerline of said Indy 500 Road; thence North 85 degrees 24 minutes 44 seconds East 58.71 feet along the centerline of said Indy 500 Road; thence easterly continuing along the centerline of said Indy 500 Road on a curve concave to the north, having a central angle of 04 degrees 08 minutes 59 seconds and a radius of 170.00 feet, for a distance of 12.31 feet (chord bearing North 83 degrees 20 minutes 14 seconds East) to the point of beginning. The above described tract contains 0.89 of an acre.

SUBJECT TO an easement for public road purposes for Indy 500 Road over, under, and across that part of the above tract which lies within 33.00 feet of the centerline of said Indy 500 Road as said centerline is located and established this 14th day of February, 2017.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that the above legal description was prepared from information on Certificate of Survey T8964-15 dated February 14, 2017, and said legal description is legally sufficient to locate the boundary lines shown on said Certificate of Survey.

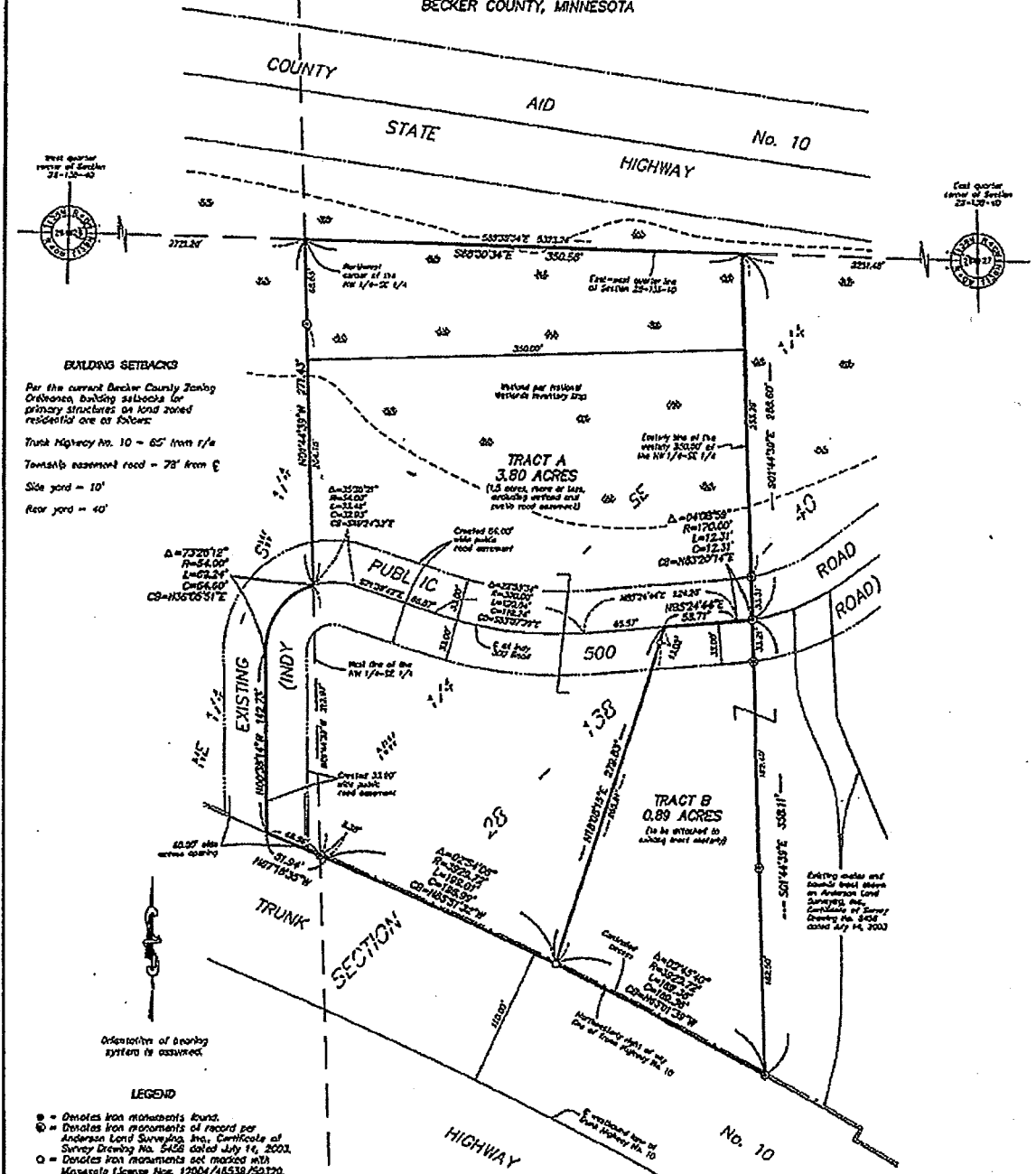


Scott R. Walz

Minnesota Licensed Land Surveyor No. 50320

CERTIFICATE OF SURVEY

IN THE NW 1/4-SE 1/4
SECTION 28-138-40
BECKER COUNTY, MINNESOTA



<p>MEADOWLAND SURVEYING, INC. 1118 HWY 80 SOUTH, DETROIT LAKES, MN 56501 OFFICE: 218-647-4283 FAX: 218-648-1943 EMAIL: frank@meadowlandsurveying.com www.meadowlandsurveying.com</p>	<p>OWNER: 3045 N 11TH TOWNE RESIDENT VIEW RD FRATEL, MN 56544</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>COMP FILED</td> <td>3/24/2005</td> </tr> <tr> <td>CRD FILED</td> <td>3/24/2005</td> </tr> <tr> <td>DWG FILED</td> <td>3/24/2005</td> </tr> <tr> <td>COMP BY</td> <td>JSP</td> </tr> <tr> <td>DRAWN BY</td> <td>JJA/JD</td> </tr> </table>	COMP FILED	3/24/2005	CRD FILED	3/24/2005	DWG FILED	3/24/2005	COMP BY	JSP	DRAWN BY	JJA/JD	<p style="text-align: right;">I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.</p> <p style="text-align: right;">Scott R. Holt Surveyor February 14, 2005 50320 License #</p> <p style="text-align: right;">DRAWING NUMBER T8964-15</p>
COMP FILED	3/24/2005												
CRD FILED	3/24/2005												
DWG FILED	3/24/2005												
COMP BY	JSP												
DRAWN BY	JJA/JD												

Burlington Township

David Green Chairman Road Supervisor 30989 Valley View Road Frazee, MN 56544 218-334-3162	Richard Billett Supervisor 11597 Frazee Road Frazee, MN 56544 218-334-6911	John Hodgson Supervisor PO Box 142 Frazee, MN 56544 218-334-3687	Linda Olson Treasurer 14869 Ridge Drive Detroit Lakes, MN 56501 218-841-3133	Jennifer Beck Clerk PO Box 125 Frazee, MN 56544 218-334-3002
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PO Box 125
Frazee, MN 56544

April 20, 2017

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

Dear Planning and Zoning,

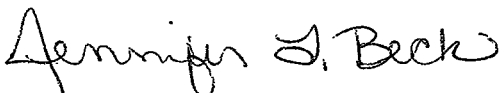
On April 13, 2017, Kris Wirth attending the Burlington Township monthly board meeting where he presented a Certificate of Survey drawing. Kris explained to the Board that he was required by Planning and Zoning to present the Certificate of Survey and receive approve of the Certificate of Survey. Kris stated the quick claim deed was in agreement with Ed Jutz and himself with no effects of the minimum maintenance Indy 500 road. In return, Kris requested the Board to write a letter stating that the Board has seen the Certificate of Survey.

The Board is in favor of the quick claim deed with Ed Jutz and Kris Wirth with the following stipulation that Burlington Township remain the sole owner of the Indy 500 Minimum Maintenance Road.

The board responded with the following motion: Richard made a motion to accept the drawing Kris Wirth brought for the Certificate of Survey. John seconded the motion. Vote unanimous. Motion carried.

If there is any questions, please feel free to contact any of the Supervisors or Clerk at the numbers listed above. Enclosed is a copy of the Certificate of Survey that was presented to the Burlington Township Board.

Sincerely,



Jennifer Beck
Clerk

Enclosure: Certificate of Survey

RECEIVED

MAY 03 2017



ZONING

SUBDIVISION / ZONE CHANGE
BECKER COUNTY
PLANNING & ZONING

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

PARCEL	
APP	ZONE / SURVEY
YEAR	
SCANNED	

RECEIVED
MAY 03 2017
ZONING

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

Applicant's Name: Kris Wirth

Applicant's Address: 10521 Indy 500 Rd / PO 92
Frazee MN 56544

Telephone(s): 218 841 4080 Date of Application: 3-23-17

Signature of Applicant: [Signature]

Parcel ID Number: 03 0284 000 Project Address: 10521 Indy 500

Legal Description of Project: NW 1/4 SE 1/4 28-138-40

SECTION 1

*Zone Change For Existing Parcel Number 03 0284 000
Current Zoning Ag Requested Zoning Comm

SECTION 2

*Certificate Of Survey: Number of Lots 3
Shoreland (within 1000 ft of lake) Nonshoreland _____
Current Zoning of property Ag + Comm
Is a change of zone required? yes _____ no _____
If yes, change from Ag Zone to Comm Zone.
Total acreage of parcel to be subdivided 3.8 + .89
**Include a copy of the purchase agreement if applicant is not the owner of the property.

SECTION 3

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

Date Received 5/3/17 Date Accepted 5/13/17 Authorized Signature [Signature]
Application Fee _____ Notice Fee _____ Recording Fee _____ Date Paid _____
Receipt Number _____



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, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: Wetli Properties, LLC
16998 Seclusion Pt. Road
Audubon, MN 56511

Project Location: 10909 Townline Rd.

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit for approval of a preliminary plat (Townline Acres) consisting of 21 lots.

LEGAL LAND DESCRIPTION: Tax ID number: 170369000
LOTS 1 AND 2; Section 31, TWP 138, Range 42, Lake Eunice 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.

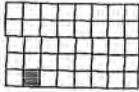
** Weather conditions may change the Hearing date and time. If bad weather occurs, please listen to the local Detroit Lakes Radio Stations or contact the Zoning Office, by 4:30 PM on day of Hearing, for possible rescheduling of the Hearing.



Leighton broadcasting



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

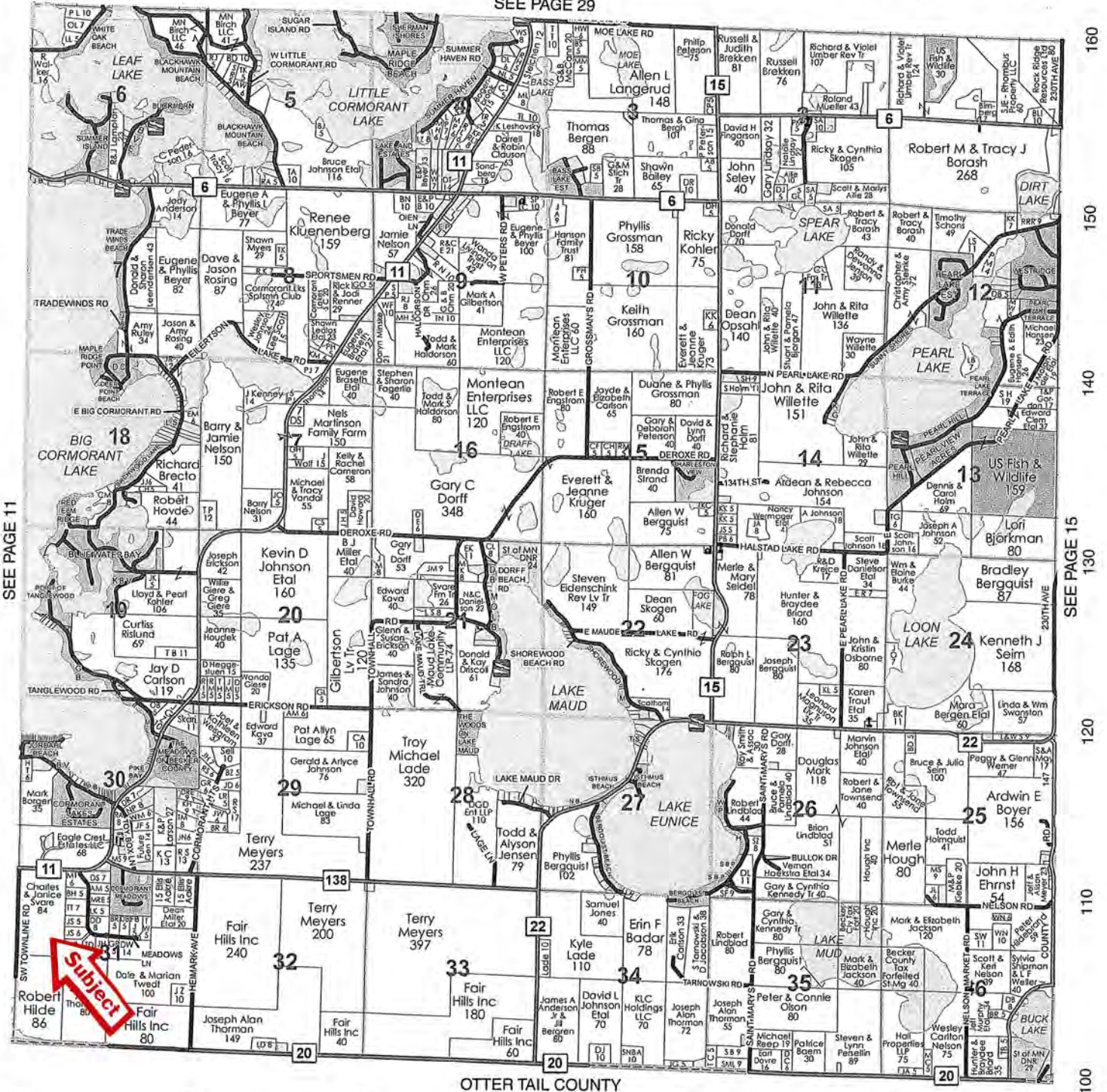


Lake Eunice

Township 138N - Range 42W

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SEE PAGE 29



SEE PAGE 11

160
150
140
130
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110
100

OTTER TAIL COUNTY

170 180 190 200 210 220 230 13



**SUBDIVISION / ZONE CHANGE
BECKER COUNTY
PLANNING & ZONING**

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

PARCEL APP	ZONE / SURVEY
YEAR	
SCANNED	

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

Applicant's Name: WETLI PROPERTIES, LLC

Applicant's Address: 16998 SECLUSION PT. ROAD
AUDUBON, MN 56511

Telephone(s): 701-388-0503 Date of Application: 5/8/17

Signature of Applicant: _____

Parcel ID Number: 17.0369.000 Project Address: 10909 TOWNLINE RD

Legal Description of Project:
GOV'T. LOTS 1 AND 2, SECTION 31, T138N, R42W

SECTION 1

*Zone Change For Existing Parcel Number _____
Current Zoning _____ Requested Zoning _____

SECTION 2

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

SECTION 3

*For Preliminary Plat:
Number of Lots 21
Name of Subdivision TOWNLINE ACRES
Name of Proposed Roads TOWNLINE CIRCLE
Shoreland (within 1000 ft of lake) _____ Non-shoreland
Current Zoning of property AGRICULTURAL
Is a change of zone required? _____ yes no
If yes, change from _____ Zone to _____ Zone.
Total acreage of parcel to be subdivided 86.36
**Include a copy of the purchase agreement if applicant is not the property owner.

Date Received 5/8/17 Date Accepted 5/11/17 Authorized Signature [Signature]
Application Fee 326⁰⁰ Notice Fee Recording Fee Date Paid 5/16/17
Receipt Number 338504-650996



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

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

PARCEL	
APP	ERTP
YEAR	

The Planning & Zoning Department and the Environmental Review Panel will hold a pre-application meeting with Applicants for Preliminary Plats, Certificates of Survey, Planned Unit Developments and Controlled Access Lots that are riparian (bordering a waterbody) to any Lake, River or Stream to review project plans prior to submitting a formal application to the Planning & Zoning Department.

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

1. Contact Name and Phone Number: WETLI PROPERTIES, LLC - BETH WETLI 701-388-050
2. Property Owners Name: JAUNE SVARE - PURCHASE AGREEMENT TO
3. Parcel Number: 17.0369.000
4. Legal Description: GOV'T. LOTS 1 AND 2
5. Section 31 Township 138 Range 42
6. Lake Name: — Lake Classification —
7. Number of Acres in Project: 86.36
8. Length of shoreline in Project: —
9. Number of housing units: 1
10. Other structures (list) GARAGE, POLE BLDG-1, POLE BLDG-2, LOADING SHED
11. Number of marina slips: —
12. Lakeshore, approximate depth of water from shore at...
50 feet —, 100 feet —, 200 feet —.
13. Are emergent aquatic plants found along shoreline? —
14. Are significant historic sites or endangered habitats present? No
15. Is project area suitable for sewage disposal systems? YES
16. Does the site have any wetlands? No
17. Does the site contain any low areas? No
18. Are any springs or seeps present? No
19. Does the site contain any steep slopes? No Are there any bluffs present? No
20. Do any parties involved in this application have any ownership interest in, or options on, other properties in the vicinity of the project? No



Brief description of request:

AGRICULTURAL ZONING, SUBDIVISION INTO 3 BLOCKS
BLOCK 1 - 25± AC. 1 LOT, BLOCK 2 - 14 LOTS OF 2.5 AC±
BLOCK 3 - 6 LOTS OF 2.5 AC±.

(more information on back)

PARCEL	
APP	ERTP
YEAR	

The applicant shall include with the completed form:

- ☞☞ A site sketch showing the approximate locations of the key elements of the project indicated above. This diagram should include roads and other relevant features.
- ☞☞ Soils map of project area (Becker County Website)
- ☞☞ Aerial photo (Becker County Website)
- ☞☞ Written documentation from the Township stating that the project has been presented at a Township meeting.

B. An EAW may be recommended by the ERP if any of the following conditions are present:

1. More than 10 housing units are proposed (or converted)
2. More than 500 feet of shoreline are included in the project
3. Lake depths are less than 2 feet at 50', 3 feet at 100', or 4 feet at 200'
4. Emergent aquatic plants are present along more than 75% the shoreline of the project or in the lake within 100 feet of the shore
5. Wetlands are present within the shore impact zone
6. Endangered habitats or historic sites are present
7. Bluffs are present
8. More than 5 marina slips are proposed
9. Any of the parties involved in the application has ownership interest in, or options on, nearby properties

C. If an EAW is recommended by the ERP and the County Board of Commissioners approves this recommendation, the EAW must be completed prior to submittal of a formal application.

D. The Environmental Review Panel will meet at 8:30 am on the 2nd Tuesday of each month. The Panel will include representation from the SWCD, DNR, PRWD, CLWD, WRWD, BRWD, COLA, Township, Planning Commission, MPCA and other technical agents as needed.

For Office Use Only		Pull Parcel File When Processing Application	
Zoning of Parcel:		Zoning of Surrounding Area:	
Notes:			
Findings:			
Recommended for	Approval	Denial	More Information Required
Public Hearing Required:	Yes	No Exempted from Hearing	Date Owner Notified:



COUNTY OF BECKER

Planning and Zoning

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

Authorized Agent Form

- 1. Form must be legible and completed in ink.
2. Check appropriate box(es). Write any specific restrictions on the checked item in the space provided...

I (we), JANICE SVARE hereby authorize INTERSTATE ENGINEERING ON WETEL PROPERTIES to act as my (our) agent on the following item(s): appropriate box(es)

- checkbox permit application (write in permit "type" - e.g. site, septic, etc.):
checkbox plat application:
checkbox conditional use application:
checkbox variance application:
checkbox other:

on my (our) property located at:
Tax Parcel Number(s): 17-0369-000 Physical Site Address: 10909 TOWNLINE RD PELICAN RAPIDS
Legal Description: GOVT LOTS 1+2
Section: 31 Township: 138 Range: 42 Lot: Block: Plat Name:

Agent Contact Information

Agent address: 116 E. WASHINGTON AVE FERGUS FALLS MN 56537
Agent phone #(s): 218-739-5545 Agent fax #: 218-739-4814
Agent email address: MIKE.FLETCHALL@INTERSTATEENG.COM

Janice Svare Property Owner(s) Signature(s) Date 5-8-17
State of Minnesota
County of Becker

On this 8 day of May before me personally appeared Janice Svare to me known to be the person(s) described in and who executed the foregoing instrument; and acknowledged that executed the same as free act and deed.

(Notary Stamp) MCKENZIE C OLSON NOTARY PUBLIC--MINNESOTA My Commission Expires JAN 31, 2020

Notary Public signature

Office Use Only:
Date received: Expiration Date:

5/8/2017

Gmail - Meeting With Lake Eunice Township Chair



Beth Wetli <wetliproperties@gmail.com>

Meeting With Lake Eunice Township Chair

2 messages

GarageGuys@aol.com <GarageGuys@aol.com>

To: wetliproperties@gmail.com

Cc: Garageguys@aol.com

Sun, May 7, 2017 at 4:14 PM

Beth,

I met with Jason Rosing, Chair of the Lake Eunice Town Board Friday afternoon (May 5). I advised him we were moving forward with platting a new subdivision and asked what the Township requirements were.

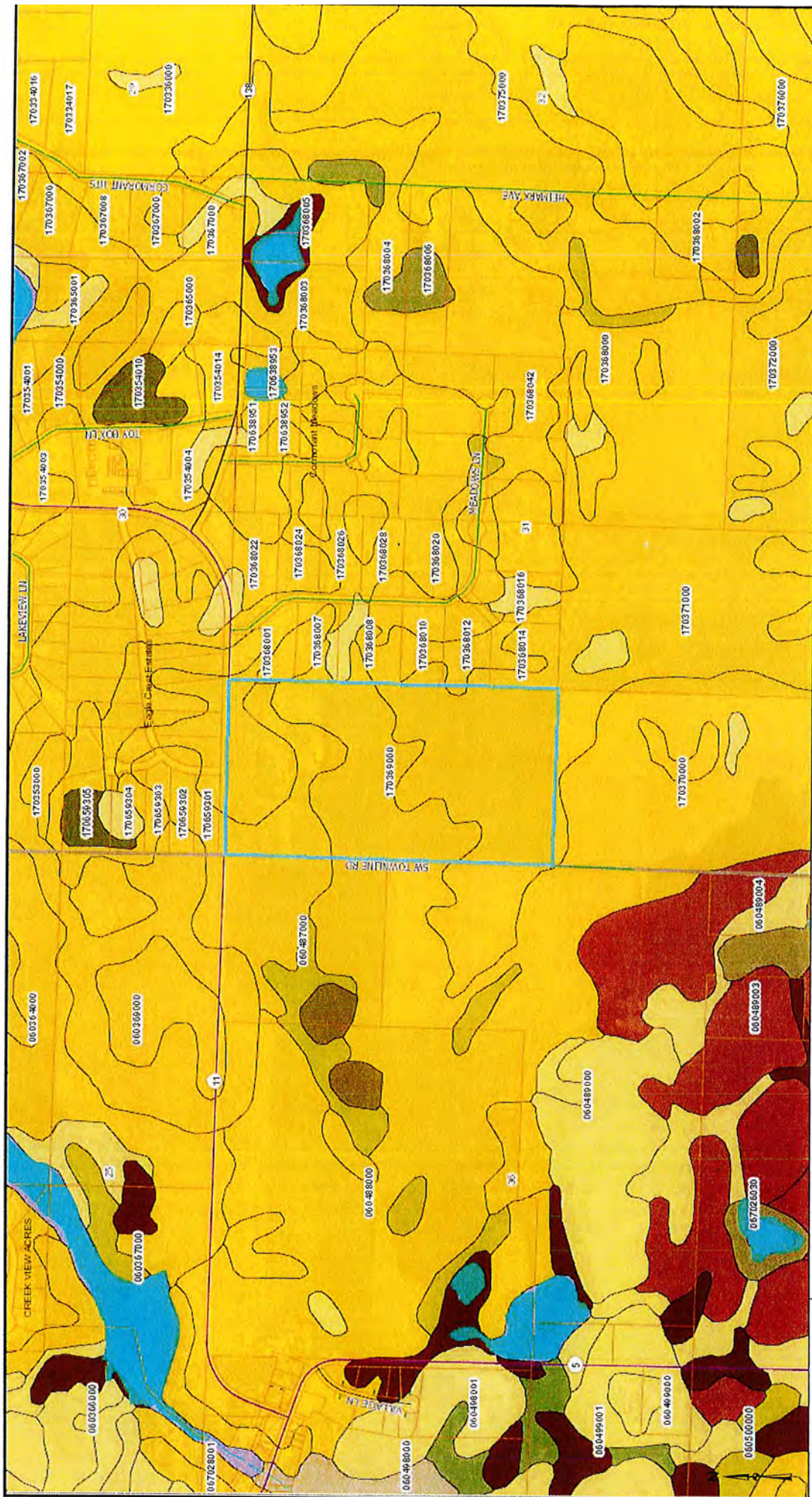
He said the Township had the following requirements:

1. All culverts installed must be a minimum 18" diameter.
 2. All roads must be designed to County road specifications.
 - 3 All roads constructed must be reviewed and approved by the County Engineer/Highway Department.
- The Township will not accept responsibility for the roads (gravel, blading, snow removal) until there are a minimum of three residences served by the roads.

Jason said we did not need to appear before the Township at their May 9 meeting unless we felt it was necessary.

Greg Anderson
Broker/Agent
Cormorant Realty
701-238-6548

www.cormorantrealty.com



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.

Soil Type - Complex



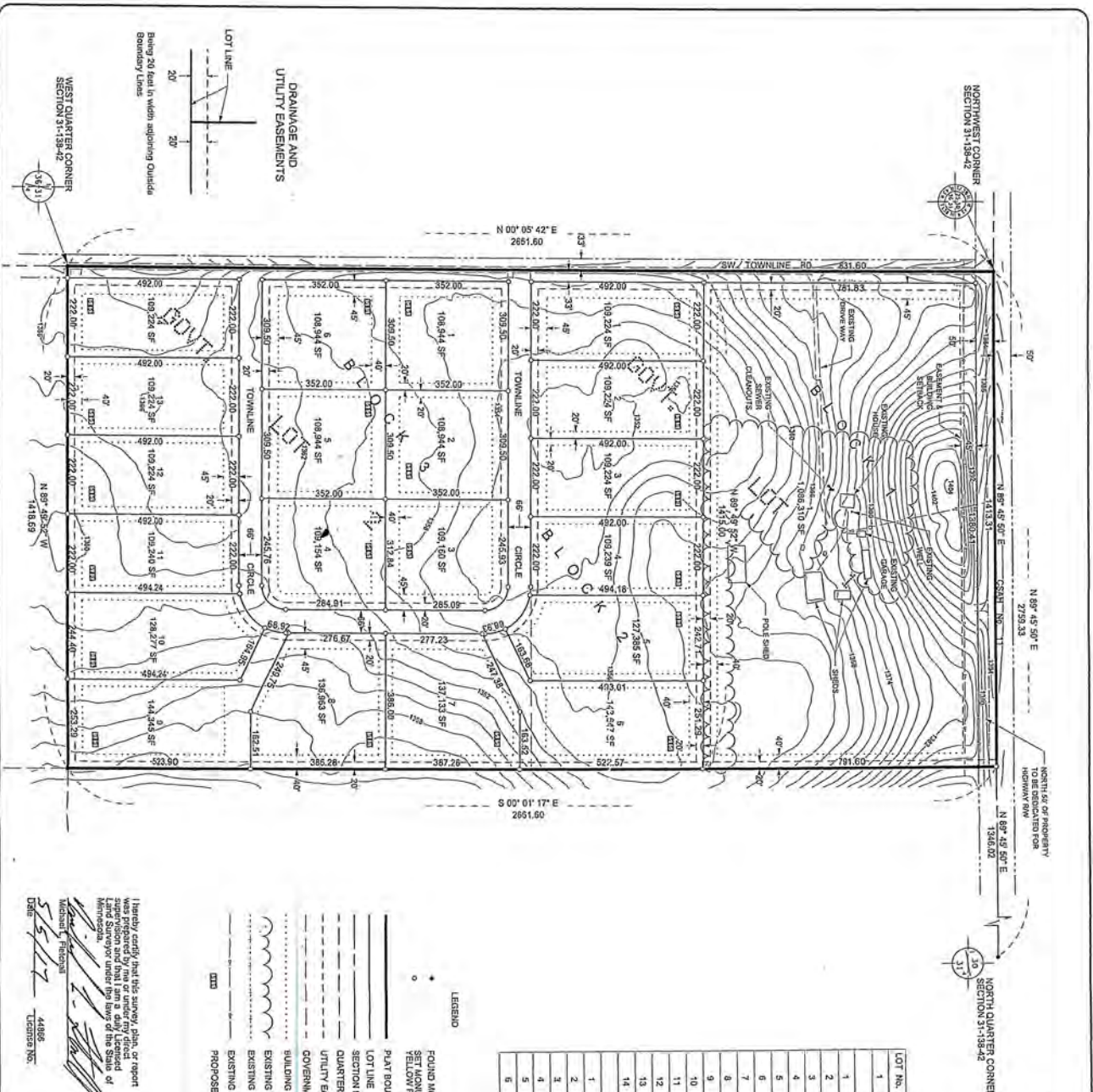
1:8,582

Date: 5/4/2017

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

TOWNLINE ACRES

GOVERNMENT LOT 1 & 2
SECTION 51, TOWNSHIP 138 NORTH, RANGE 42 WEST
OF THE FIFTH PRINCIPAL MERIDIAN,
BECKER COUNTY, MINNESOTA

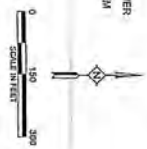


LOT No.	BLOCK No.	TOTAL SQ. FT.	ADDRESS
1	1	1,296,310	24.84
1	2	109,224	2.51
2	2	109,224	2.51
3	2	109,224	2.51
4	2	109,224	2.51
5	2	127,345	2.82
6	2	143,847	3.59
7	2	137,733	3.15
8	2	144,345	3.31
9	2	109,224	2.51
10	2	109,224	2.51
11	2	109,224	2.51
12	2	109,224	2.51
13	2	109,224	2.51
14	2	109,224	2.51
1	3	109,944	2.50
2	3	109,944	2.50
3	3	109,150	2.51
4	3	109,154	2.51
5	3	109,944	2.50
6	3	109,944	2.50

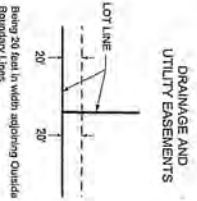
- NOTES:
- TOTAL PLATTED AREA = 83.35 ACRES
 - CURRENT AND PROPOSED ZONING IS AGRICULTURAL
 - INDIVIDUAL WELLS AND SEWER SYSTEMS ARE TO BE INSTALLED BY THE PURCHASERS WITH ALL EXISTING STATE AND COUNTY SPECIFICATIONS
 - ROAD ROW FOR PROPOSED TOWNLINE CIRCLE TO BE DEDICATED TO LAKE EVIENS TOWNSHIP
 - THE PROPOSED ROAD TOWNLINE CIRCLE WILL BE BUILT TO TOWNSHIP ROAD STANDARDS
 - THE PROPERTY WITHIN THE PLAT BOUNDARIES CURRENTLY A CULTIVATED FIELD WITH THE EXCEPTION OF THE BUILDING SITE IN PART OF BLOCK 1.

THIS SURVEY IS BASED ON BECKER COUNTY COORDINATES AND 83 (2011) ADJUSTED. CONTOURS WERE OBTAINED FROM THE BECKER COUNTY WEBSITE AND ARE BASED ON NAVD 83 DATUM. CONTOUR INTERVAL = 2'

- LEGEND
- FOUND MONUMENT
 - SET MONUMENT 5/8" X 2" REBAR WITH YELLOW PLASTIC CAP MARKED IS 44895
 - PLAT BOUNDARY
 - LOT LINE
 - SECTION LINE
 - QUARTER SECTION LINE
 - UTILITY EASEMENT
 - GOVERNMENT LOT LINE
 - BUILDING SETBACK LINE
 - EXISTING TREE LINE
 - EXISTING FENCE
 - EXISTING OVERHEAD POWER
 - PROPOSED SEWER SYSTEM



VICINITY MAP



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

[Signature]
 License No. 44895
 Date: 5/17/17

Surveyed & Platted by: **INTERSTATE ENGINEERS**
 Project No.: EDITORIAL
 Date: MAY 2017
 Drawn by: JMW
 Checked by: M.E.

Surveyed for: **WETU PROPERTIES, LLC**



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, June 13, 2017 @ 7:00 P.M.

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

APPLICANT: We Fest
PO Box 1227
Detroit Lakes, MN 56501

Project Location: 25526 Co. Hwy. 22

APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit to replace four utility poles (defined as towers) to add wireless telecommunications equipment for the purpose of improving Verizon's coverage in the area.

LEGAL LAND DESCRIPTION: Tax ID number: 190315000

LOT 2 SW OF RWY LESS N 32 RDS W OF HWY; & 3.78 AC & LOTS 1 & 3 EX R/W, 1 AC W OF HWY & NE 10 AC OF LOT 1; & NE1/4 OF NW1/4; Section 16, TWP 138, Range 41, Lake View 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

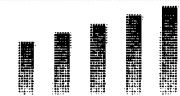
If you have questions about the Project, feel free to call 218-846-7314.

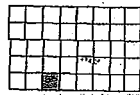
Jurisdiction: This Project comes under the Regulatory Jurisdiction of the Becker County Zoning Laws.

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.**




Community Development Bank
 FSB
 Phone: 218-983-3241 • Fax: 218-983-3243
 516 Main Street
 Ogema, MN 56569

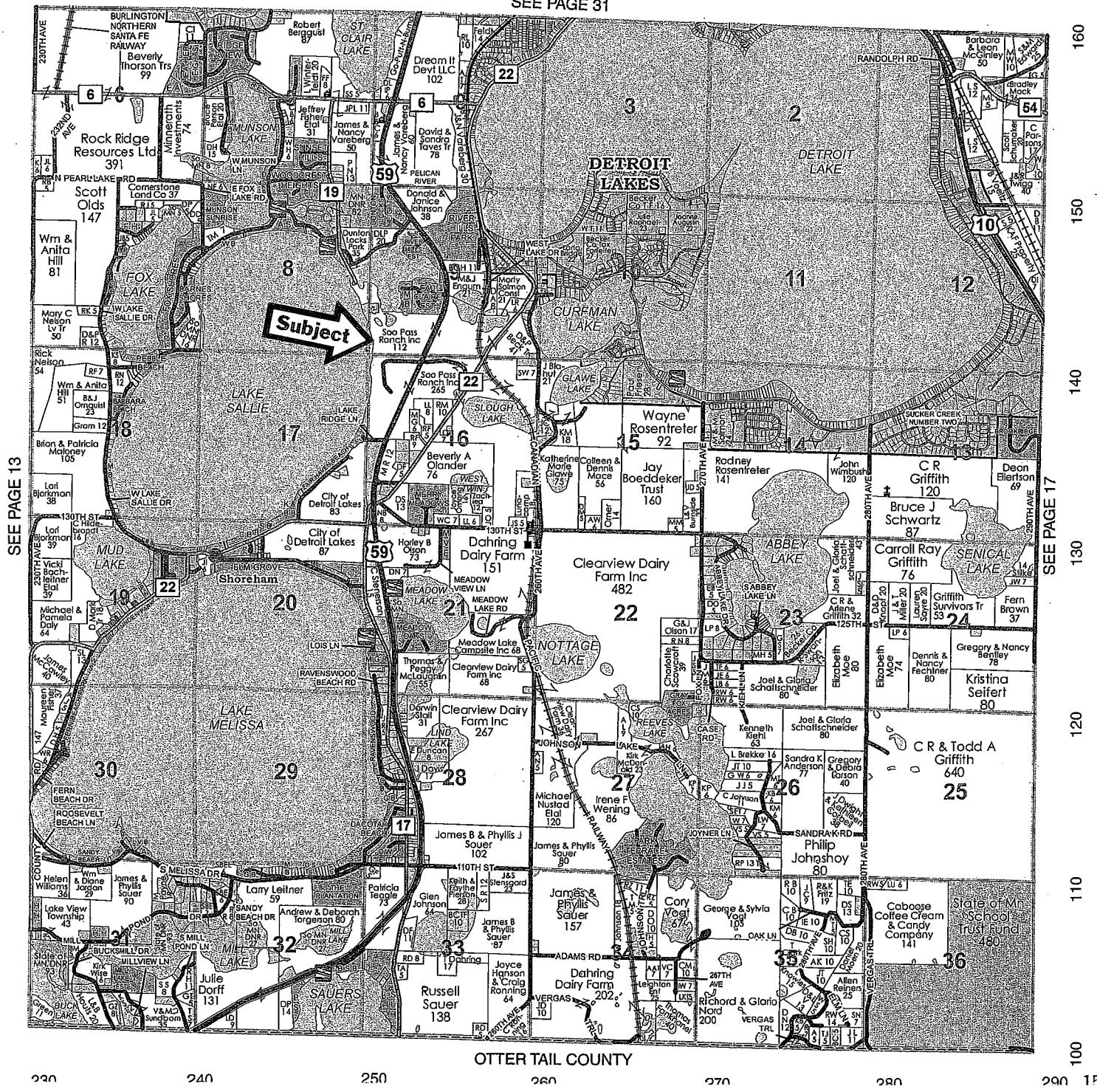


Lake View

Township 138N - Range 41W

Copyright © 2016 Mapping Solutions

SEE PAGE 31



OTTER TAIL COUNTY



~ CONDITIONAL USE APPLICATION ~
BECKER COUNTY PLANNING & ZONING

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

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): SOO Pass Ranch Inc. Last name: _____

Mailing Address: PO Box 1227 City, State, Zip Detroit Lakes, MN 56501

Phone Number(s): 800-493-3378 Project Address: 13898 Nodaway Drive

Parcel number(s) of property: 190315000 Sect - Twp - Range: 16 - 138N - 41W

Township Name: _____ Legal Description: LOT 2 SW OF RWY LESS N 32 RDS
W OF HWY; & 3.78 AC & LOTS 1 & 3 EX R/W, 1 AC W OF HWY & NE 10 AC OR LOT 1; & NE 1/4
OF NW1/4

REASON FOR CONDITIONAL USE REQUEST: Replacing a utility pole in shoreland district
to add wireless telecommunications equipment for the purpose of improving Verizon's coverage in
the area.

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.

Crosby
SIGNATURE OF APPLICANT

5-4-17
DATE

OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. If in Cormorant Township add \$25.00 surcharge to the filing fee (\$351.00). **Make check payable to Becker County Zoning.**
4. **Is the conditional use permit request after the fact?** [] Yes [] 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 utility light pole replacement will not have any effect on surrounding property.

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

This utility light pole replacement will not have any effect on any normal development in the area.

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

Adequate utilities will be provided.

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.

N/A

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.

This utility light pole replacement will not be a nuisance.

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;

The pole will not have any adverse effect on public waters.

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

The pole will not have any adverse effect on views from public waters.

- 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



~ **CONDITIONAL USE APPLICATION** ~
BECKER COUNTY PLANNING & ZONING
915 LAKE AVENUE, DETROIT LAKES, MN 56501
PHONE (218) 846-7314 - FAX (218) 846-7266

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): SOO Pass Ranch Inc. Last name: _____

Mailing Address: PO Box 1227 City, State, Zip Detroit Lakes, MN 56501

Phone Number(s): 800-493-3378 Project Address: 25526 County Hwy 22

Parcel number(s) of property: 190315000 Sect - Twp - Range: 16 - 138N - 41W

Township Name: _____ Legal Description: LOT 2 SW OF RWY LESS N 32 RDS W OF HWY; & 3.78 AC & LOTS 1 & 3 EX R/W, 1 AC W OF HWY & NE 10 AC OF LOT 1; & NE 1/4 OF NW 1/4

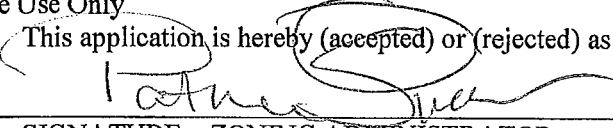
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 5/9/17
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N/A



~ **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	
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Mailing Address: PO Box 1227 City, State, Zip Detroit Lakes, MN 56501

Phone Number(s): 800-493-3378 Project Address: 25526 County Hwy 22

Parcel number(s) of property: 190320000 Sect - Twp - Range: 16 - 138N - 41W

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W OF HWY; & 3.78 AC & LOTS 1 & 3 EX R/W, 1 AC W OF HWY & NE 10 AC OF LOT 1; & NE 1/4
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to add wireless telecommunications equipment for the purpose of improving Verizon's coverage in
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Crawlin
SIGNATURE OF APPLICANT

5-4-17
DATE

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Office Use Only
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SIGNATURE – ZONING ADMINISTRATOR

DATE

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N/A

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

N/A



~ CONDITIONAL USE APPLICATION ~
BECKER COUNTY PLANNING & ZONING

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

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): SOO Pass Ranch Inc. Last name: _____

Mailing Address: PO Box 1227 City, State, Zip Detroit Lakes, MN 56501

Phone Number(s): 800-493-3378 Project Address: 13809 US Hwy 59

Parcel number(s) of property: 190320000 Sect - Twp - Range: 16 - 138N - 41W

Township Name: _____ Legal Description: Lot 5 & Lot 6 Less S 34.75' & Less 1 Acre

REASON FOR CONDITIONAL USE REQUEST: Proposed utility pole in shoreland district for wireless telecommunications equipment for the purpose of improving Verizon's coverage in the area.

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

[Signature]
SIGNATURE OF APPLICANT

5-4-17
DATE

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N/A

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

N/A
