



# 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, November 14<sup>th</sup>, 2017 ~ 7:00 P.M. ~ Tentative Agenda ~

#### I. Roll Call of Members

#### II. Minutes Approval for the October 10th, 2017 Meeting

#### III. Old Business:

1. **APPLICANT: Cormorant Inn. Project Location:** 10510 Co. Hwy, MN. **LEGAL LAND DESCRIPTION:** Tax ID number: **06.0498.001** Section 36 Township 139 Range 043 PT SW1/4 OF NW1/4: BEG SELY COR LAKE AREA EST PLAT TH NWLY 366.73', CONT NWLY 111.75' AL PLAT, TH NW 86.97', TH S 930' TO S LN SW1/4 NW1/4, TH ELY 550' TO WLY R-O-W LN CSAH #5, TH N 850' TO POB **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for approval of 16 overnight RV sites.
2. **APPLICANT: Doug Coen** 20306 Co. Rd. 131, Detroit Lakes, MN. **Project Location:** Across the street from 20306 Co. Rd. 131, Detroit Lakes, MN. **LEGAL LAND DESCRIPTION:** Tax ID number: 08.0178.000 Section 10 Township 139 Range 041 PT GOVT LOT 4: COMM S LN GOVT LOT 4 TH NLY 150.10 , TH WLY 146.44' TO POB; WLY 642.16' TO CR #131, NW 41.51', NLY 118.72' NELY 146.53', NE 205.60' AL RD TH SE 566.30' TO POB **APPLICATION AND DESCRIPTION OF PROJECT:** Request a change of zone from agricultural to residential.

#### IV. New Business

1. **APPLICANT: Noah Borntreger. Project Location:** 40407 St. Hwy. 87, Frazee, MN. **LEGAL LAND DESCRIPTION:** Tax ID number: **29.0151.001** Section 24 Township 138 Range 039 24-138-039 E1/2 OF SW1/4 LESS HWY 87 **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to operate a retail store.
2. **APPLICANT: Timothy and Christine Erickson. Project Location:** XXX Snowshoe Beach Lane, Pelican Rapids, MN. **LEGAL LAND DESCRIPTION:** Tax ID number: **06.0370.000**. Section 26 Township 138 Range 043 FRAC NE1/4 LESS 2 AC FOR RD. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit to construct a Verizon wireless facility and tower on their property.
3. **APPLICANT: Laurie Perlmutter. Project Location:** 21391 Cozy Cove Road, Detroit Lakes, MN. **LEGAL LAND DESCRIPTION:** Tax ID number: **08.0057.001**. Section 04 Township 139 Range 041 04-139-041 PT GOVT LOT 6: COMM W QTR COR TH E 350.03' TO POB; TH S 850', W 350.03' TO W LN, S 389' TO TAMARACK LK, ELY, NELY, ELY, SLY & ELY AL LK TO E LN GOVT LOT 6, N 1443.52' TO NE COR, W 1019.08' AL CTR LN ALMQUIST RD TO POB AKA

TRACT B. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Conditional Use Permit for a tent & RV campground.

4. **APPLICANT: Todd Simison/Sno & H20, LLC (T.S. Recreational). Project Location:** 28955 US Hwy. 10, Detroit Lakes, MN. **LEGAL LAND DESCRIPTION:** Tax ID number: **19.0222.000.** Section 12 Township 138 Range 041 .70 AC IN NW COR OF NE1/4 OF NE1/4 & 2.8 AC IN NE COR OF GOVT LOT 1. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Change of Zone.

5. **APPLICANT: Donald Heston. Project Location:** 45162 Maple Shores Lane, MN. **LEGAL LAND DESCRIPTION:** Tax ID number: **28.0080.000.** Section 15 Township 140 Range 038 PT GOVT LOT 1 SEC 15 & PT GOVT LOT 3 SEC 14: COMM SE COR SEC 15, N 1307.66' TO POB; SW 414.50', NWLY 272.49' TO SHELL LK, ELY AL LK 519', S 259.13', SW 19.50' TO POB. **APPLICATION AND DESCRIPTION OF PROJECT:** Request a Change of Zone.

**V. Other Business**

1) **Tentative Date for Informational Meeting:**

Wednesday, December 12th, 2017; 8:00 am; Zoning Office, 3<sup>rd</sup> Floor Courthouse

**VI. Adjournment**

**Becker County Planning Commission  
October 11, 2017**

**Members Present:** Chairman Jim Bruflodt, Vice Chairman John Lien, Ray Thorkildson Harry Johnston, County Commissioner Larry Knutson, Jim Kovala , Bob Merritt, Jim Kaiser, Mary Seaworth, Jeff Moritz, Planning and Zoning Administrator Kyle Vareberg and Planning and Zoning Technician Jeff Rusness.

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

Chairman Jim Bruflodt explained the protocol for the meeting and stated that the recommendations of the Planning Commission would be forwarded to the County Board of Commissioners for final action on October 19th, 2017.

Jim Kovala made a motion to approve the minutes for September 12<sup>th</sup> 2017. John Lien seconded. The motion passed.

**Old Business: None**

**New Business:**

1. **APPLICANT: Doug Coen** 20306 Co. Rd. 131, Detroit Lakes, MN. **Project Location:** Across the street from 20306 Co. Rd. 131, Detroit Lakes, MN. **LEGAL LAND DESCRIPTION:** Tax ID number: 08.0178.000 Section 10 Township 139 Range 041 PT GOVT LOT 4: COMM S LN GOVT LOT 4 TH NLY 150.10 , TH WLY 146.44' TO POB; WLY 642.16' TO CR #131, NW 41.51',NLY 118.72' NELY 146.53', NE 205.60' AL RD TH SE 566.30' TO POB **APPLICATION AND DESCRIPTION OF PROJECT:** Request a change of zone from agricultural to residential.

Doug Coen: was not present at this meeting

Thomas Swenson, who lives across the road, spoke against the application. He is concerned about the change of zone and what it may do to the water run off to the lake and the use of culverts on the property. He stated that Becker County SWCD have the same concerns as does Larry Remmen from the City of Detroit Lakes.

Kyle vareberg explained that the City controls the split of the property after it is rezoned.

Harry Johnston asked which way the water would run besides staying on the property? He asked how does it hurt anything but the lot itself and how it would effect anything if a house was built on the property.

Thomas Swenson explained that the water has not been delinated and hes concerned about what would they would build on the property.

47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92

Bob Merritt asked the reason for the zone change.

Kyle Vareberg stated that Applicant may sell a portion of the property.

Jim Kaiser asked if there was any restrictions with the change of zone.

Thomas Swenson replied that the City of Detroit Lakes does not allow machine sheds to be constructed on residential lots.

Jim Brufloft asked why the variance was denied in 2003

Bob Merritt asked if he was going to build on the lot or add it to another lot.

Larry Knutson said that they should be talking about what is at hand.

Kyle vareberg read a letter apposing the change of zone.

Dear Planning commission,

We have lived on Floyd Lake Point for 60 years. The proposed site is right across from the entrance to Floyd lake Point Road from County 131. It is a natural wetland and no residential development should take place. Every time we have a heavy rain the entire meadow floods and in the spring is wet for weeks and weeks. Mallards and Killdeer nest there. Mr. Coen brought in and leveled some fill a few years ago but that only made the flooding worse, displacing the water onto the roadway and onto other people's property. Adding additional fill or buildings will make things worse. It is a swamp every spring and after every heavy rain. It is not appropriate for residential development. sincerely,

James Murphy and Margaret L Nei- Murphy  
26004 Floyd Lake Point Road  
701 200 6073

John Lien was concerned about what Becker County Soil And Water said In terms of the lack of deliniation of the property

Bob Merritt asked what the advantage of the change of zone would be.

Mary Seaworth explained that he would probably split the lots.

Jim Kiaser explained that the lots can be smaller if zoned residential.

Harry Johnston explained that it does not mean you can build on the lots.



93 Bob Merritt asked if the parcel is surrounded by residential property.

94

95 Jim Brufloft explained that it is surrounded by mostly residential and some agricultural  
96 zoned property.

97

98 Larry Knutson mentioned that in a two mile radius of the City, it should be zoned  
99 residential.

100

101 Jim Kiaser explained why the City has smaller lot requirements

102

103 Jim Kovala stated that if it is a swamp they should table it and go look at the property  
104 again.

105

106 Bob Merritt questioning if there is a buildable lot and how much water is running into the  
107 lake.

108

109 Jim Brufloft concerned about the applicant not showing up for the meeting and the  
110 application being short and no explanations for the change of zone.

111

112 **Ray Thorkildson made a motion to table application due to the lack of information.**

113 **Jim Kovala seconded. Jim Kaiser opposed. Motion carried.**

114

115

116 **Informational Meeting:** The next informational meeting is scheduled for Wednesday,  
117 november 8<sup>th</sup> 7th, 2016 at 8:00 am in the Third Floor Meeting Room of the Original  
118 Courthouse.

119

120 Since there was no further business to come before the Board. Jim Kovala made a  
121 motion to adjourn. Ray Thorkildson seconded. Motion carried. The meeting adjourned.

122

123

124

125

126 \_\_\_\_\_  
Jim Brufloft, Chairman

\_\_\_\_\_   
John Lien, Vice Chairman

127

128 ATTEST \_\_\_\_\_

129 Kyle Vareberg, Planning and Zoning Administrator

130

131

132

133

134

135

136

137 .

138



# 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, November 14, 2017 @ 7:00 P.M.**

**3<sup>rd</sup> Floor Jury Assembly Room New Addition-Becker County Courthouse**  
Detroit Lakes, MN 56501

APPLICANT: Noah Bornreger  
40407 St. Hwy. 87  
Frazee, MN 56544

Project Location: 40407 St. Hwy. 87, Frazee

#### APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit to operate a retail store on their property.

LEGAL LAND DESCRIPTION: Tax ID number: **29.0151.001**. **Legal Description:** Section 24 Township 138 Range 039 24-138-039 E1/2 OF SW1/4 LESS HWY 87

**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](mailto:zoning@co.becker.mn.us)**

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

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

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

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



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

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

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): Noah P. Last name: Borntrager  
Mailing Address: 40407 St Hwy 87 City, State, Zip Frazee MN 56544  
Phone Number(s): None Project Address: Same  
Parcel number(s) of property: 29.0151-001 Sect - Twp - Range: 24-138-039  
Township Name: Silver Leaf Legal Description: \_\_\_\_\_

REASON FOR CONDITIONAL USE REQUEST: Retail store

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.

Noah P. Borntrager 9-18-17  
SIGNATURE OF APPLICANT DATE

**OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:**

1. A copy of the deed from the Recorder's Office;
2. Completed Site Application with sketch showing all setbacks, platted or surveyed dimensions of the lot and all existing and proposed buildings; parking area and all other materials deemed necessary.
3. Non-refundable filing fee of \$326.00. 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

9-20-2017  
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 Effect*

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 impedement*

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

*yes*

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

*yes*

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.

*None*

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

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

*Na*

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

*Na*

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

*Na*

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

*Na*



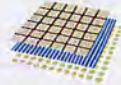




# IMAGINE YOUR AD HERE

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

Reach new customers • Great visibility  
Long lasting shelf life



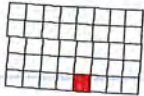
mappingsolutions  
Backed by experience, driven by technology.

To find out more, contact Mapping Solutions at: 816-903-3500

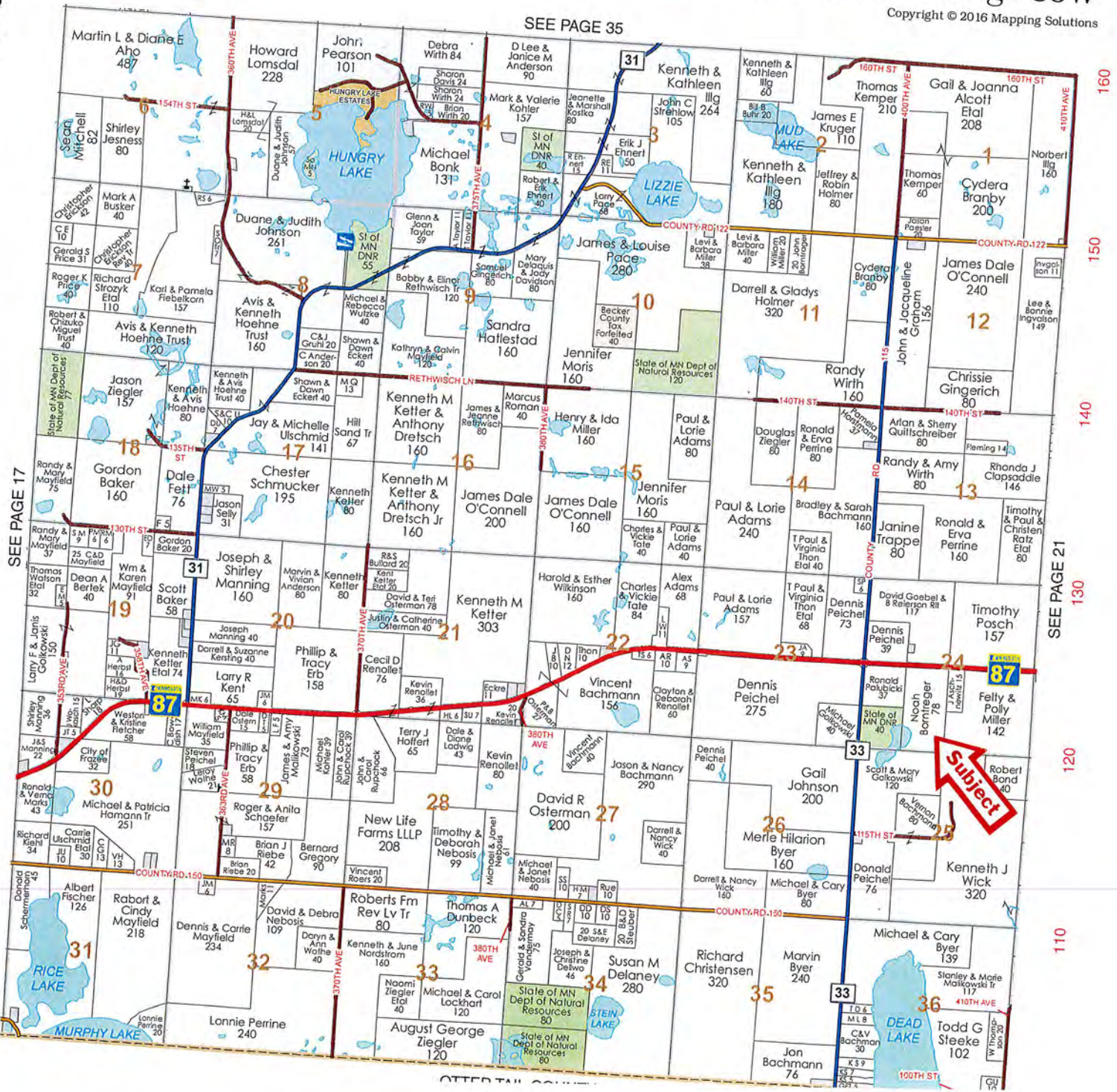
Silver Leaf

Township 138N - Range 39W

Copyright © 2016 Mapping Solutions



SEE PAGE 35

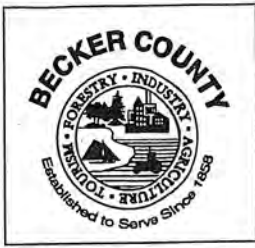


SEE PAGE 17

SEE PAGE 21

**Subject**





**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
29.0151-001	40407 St Hwy 87 Frazee, MN 56544		Pr. ID 29.0151.001

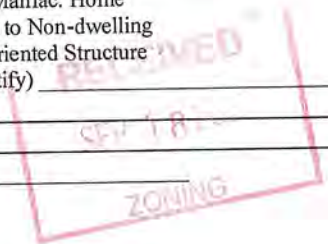
Lake/River Name	Lake/River Class	Township Name	Section	TWP No.	Range
		Silver Leaf	24	138	039 24-138-039 E 1/2 of SW 1/4 Less

Property Owner	Last Name	First Name	Mailing Address	Phone
	Borntrager	Noah	40407 St Hwy 87 Frazee MN. 56544	
Contractor Name Lic # _____				

**Proposed Project (Check those that apply)**

<input type="checkbox"/> New Dwelling	<input type="checkbox"/> Addition to Dwelling	<input type="checkbox"/> Replacement Dwelling*	<input type="checkbox"/> Mobile/Manfac. Home
<input type="checkbox"/> Attached Garage	<input type="checkbox"/> Detached Garage	<input checked="" type="checkbox"/> 40x40 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 20x40 Stor	<input type="checkbox"/> Non Conforming Replacement (identify) _____	

\*Existing Dwelling to be removed prior to \_\_\_\_\_



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

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

**Lot Information** Shoreland \_\_\_ ( ) Riparian ( ) Non Riparian Non Shoreland

Lot Area \_\_\_\_\_ sq ft or 77.77 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	Dimensions	Sq. Footage	Impervious Surface	Dimensions	Sq. Footage
On property			On property		
Ex: Patio	10 x 12	120			
DRIVEWAY					
			<b>Total Impervious Material</b>		

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

( ) Dwelling \_\_\_ ft by \_\_\_ ft ( ) Attached Garage \_\_\_ ft x \_\_\_ ft **Cost of Project** \$ \_\_\_\_\_

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**

( ) Garage \_\_\_ ft by \_\_\_ ft ( ) Storage Shed 40x40 ft x \_\_\_ ft ( ) Fence \_\_\_ ft long x \_\_\_ high ( ) other store \_\_\_ ft x 20x40 ft **Cost of Project** \$ \_\_\_\_\_

Outside Dimension ( ) Addition to existing structure \_\_\_ ft x \_\_\_ ft ( ) Fence \_\_\_ ft x \_\_\_ ft

Setback to Lot Line 600 ft & Rear Lot Line 1550 ft Setback to Road Right of Way 700 ft

Setback to Bluff \_\_\_\_\_ Type of road ST HWY 87

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 \_\_\_\_\_

Roof Change ( ) Yes ( ) No Maximum height proposed 16 ft # of Stories 1

Bathroom proposed ( ) Yes ( ) No Sleeping Quarters proposed ( ) Yes ( ) No

**\*Garages and storage sheds cannot contain amenities for independent human habitation**

**Characteristics of Proposed Water Oriented Structure\***

( ) Stairway ( ) Deck ( ) Boathouse ( ) Screen Porch ( ) Gazebo ( ) Storage Structure **Cost of Project** \$ \_\_\_\_\_

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.

Noah P. Bontres  
Signature

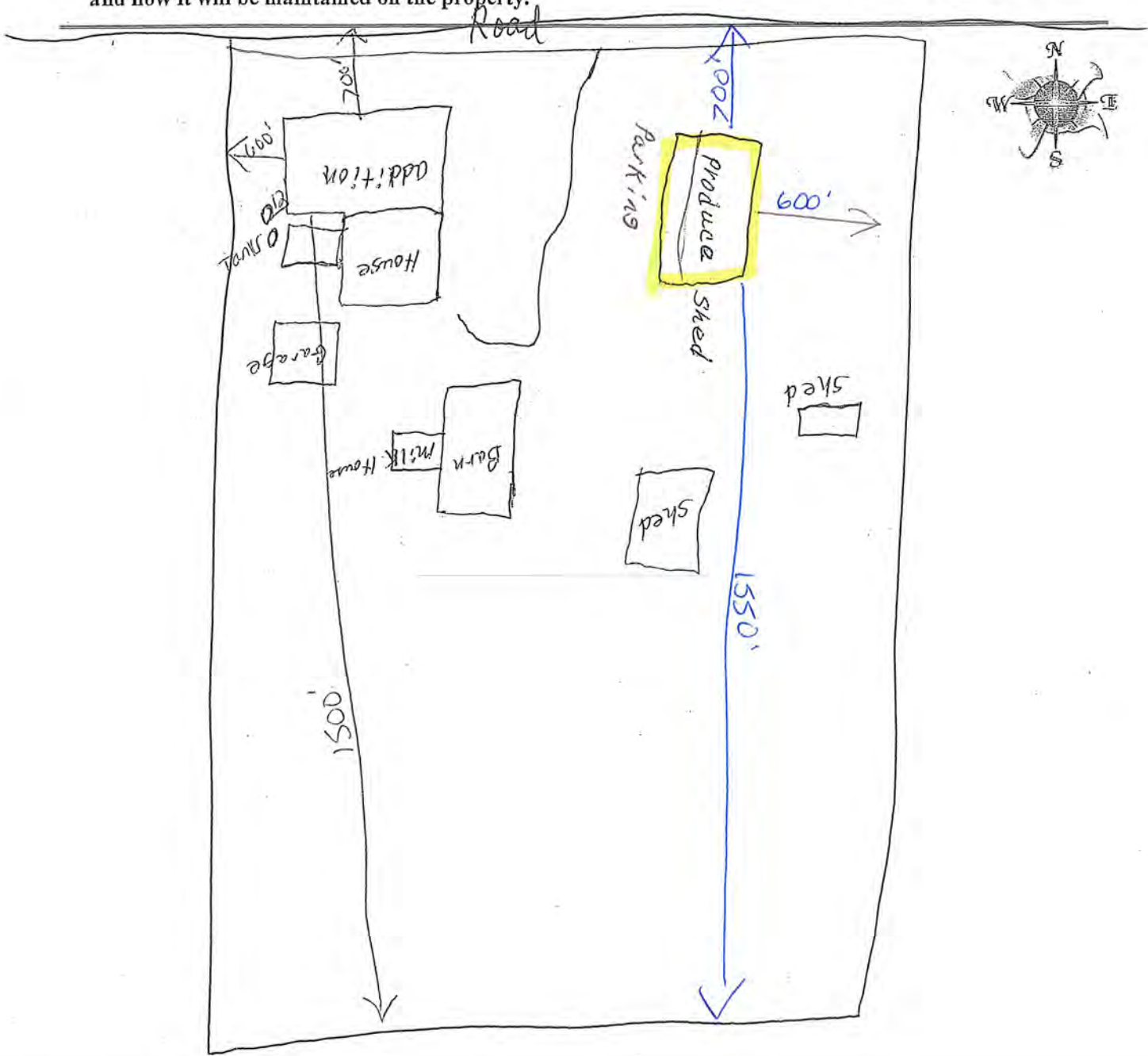
9-18-17  
Date



# 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.



**Remember EROSION CONTROL!**

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



# 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, November 14, 2017 @ 7:00 P.M.**

**3<sup>rd</sup> Floor Jury Assembly Room New Addition-Becker County Courthouse**  
Detroit Lakes, MN 56501

APPLICANT: Timothy & Christine Erickson      Project Location: XXX Snowshoe Beach Lane, Pelican Rapids  
11387 Co. Hwy. 5  
Pelican Rapids, MN 56572

#### APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit to allow construction of a Verizon wireless facility on their property.

LEGAL LAND DESCRIPTION: Tax ID number: **06.0370.000 Legal Description:** Section 26 Township 138 Range 043 FRAC NE1/4 LESS 2 AC FOR RD

**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](mailto: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.**





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

Erickson

Becker County

1:29,321

Date: 9/19/2017

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



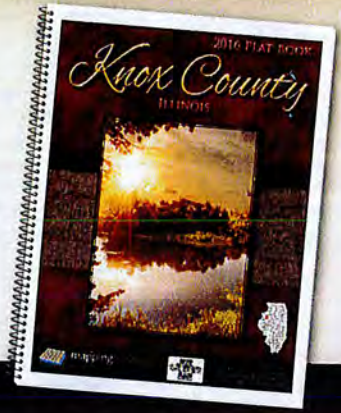


# We offer Plat Books in 16 states...

- Alabama
- Arkansas
- Florida
- Illinois
- Indiana
- Iowa
- Kansas
- Louisiana
- Michigan
- Minnesota
- Mississippi
- Missouri
- Oklahoma
- Ohio
- Pennsylvania
- Wisconsin



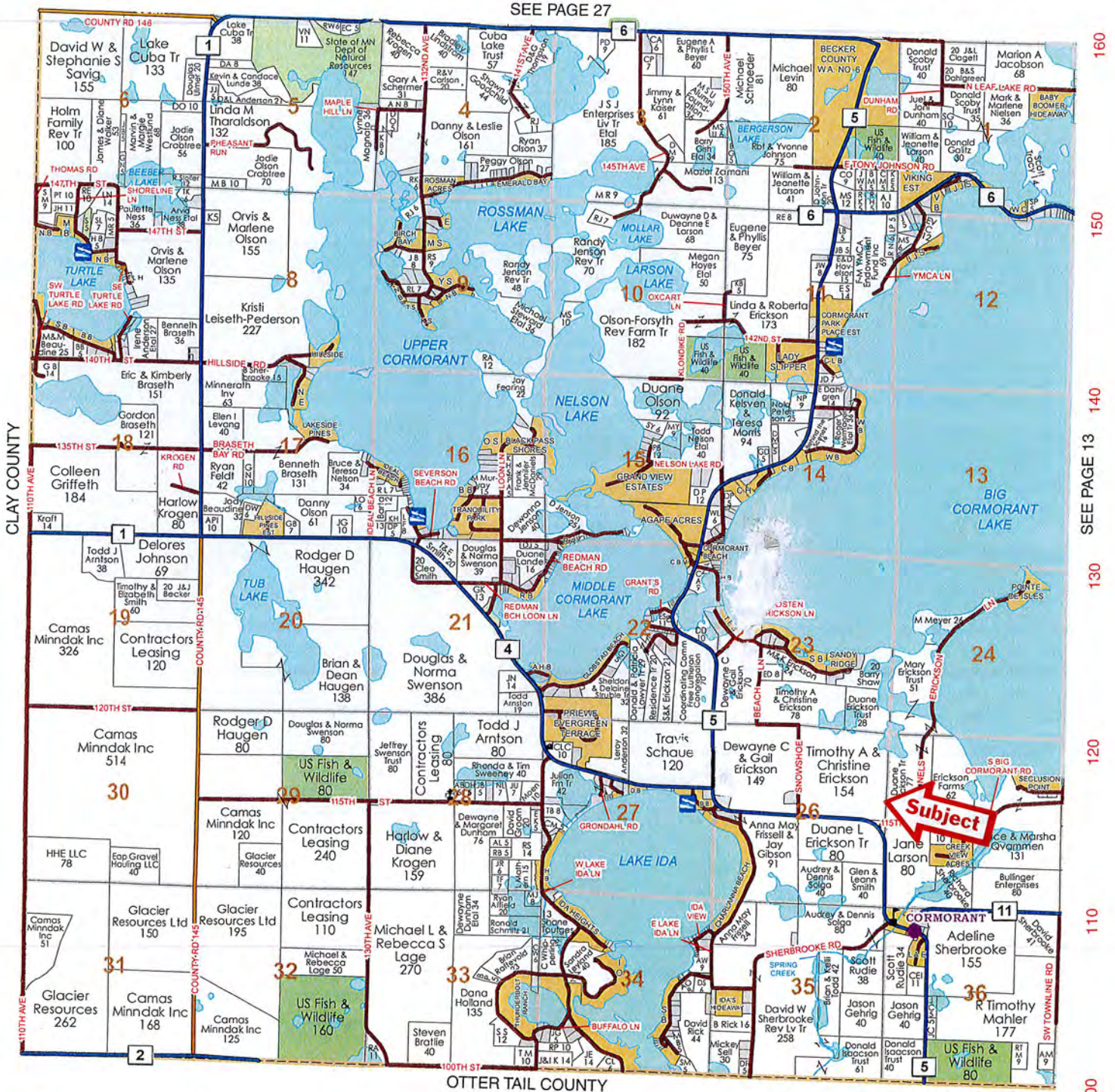
mappingsolutionsGIS.com



Cormorant

Township 138N - Range 43W

Copyright © 2016 Mapping Solutions



SEE PAGE 27

160  
150  
140  
130  
120  
110  
100

110 120 130 140 150 160 170 11





~ 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): Christine & Timothy Last name: ERICKSON  
Mailing Address: 11387 Co. Hwy 5 City, State, Zip Pelican Rapids, MN  
Phone Number(s): 218-329-0718 Tim Erickson Project Address: XXXX Snowshoe Beach Lane  
218-839-4800 Kirk Adams  
Parcel number(s) of property: 06.0370.000 Sect - Twp - Range: 26-138-43  
Township Name: CORMORANT Legal Description: SW 1/4 of NE 1/4 Sec 26,  
TSP 138 N, R 43 W, Becker County

REASON FOR CONDITIONAL USE REQUEST: To construct a wireless facility which includes a 199' self-support lattice tower, a 10'x14' equipment platform, and a 35'x45' chain link fence compound.

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

Kirk Adams Agent

9/17/2017

SIGNATURE OF APPLICANT

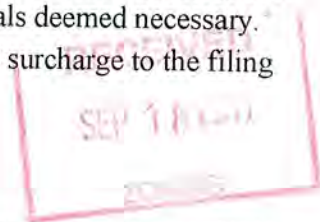
DATE

Tim Erickson Landowner

9/18/2017

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.

Ugh Varoteg  
SIGNATURE - ZONING ADMINISTRATOR

9-20-17

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.

*This is Rural Farm land. Will not have an adverse effect on any of the adjoining farm land or residences. Tower will not be lighted*

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.

*Most of the surrounding properties are Agricultural land. Site is in a crop field and is rather remote. Will have no effect on development of adjoining properties*

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

*Site will have very little traffic and will be served by a new private driveway off of Snowshoe Beach Lane. Utilities will be brought in from Snowshoe Beach lane.*

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

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

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

*there will be no fumes, noise, lights, dust, or vibrations associated with this wireless facility*

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

- 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.



September 12, 2017

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

**Re: Letter of Intent for Shared Use of a Verizon Wireless 190' Self-Support Tower at xxx Snowshoe Beach Lane, Lake Park, 56554 MN/VZW MN05 Lake Ida**

To whom it may concern:

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

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

Thank you for your consideration.

Sincerely,

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

Marcia Wine Paine  
Real Estate Specialist  
Verizon Wireless



SITE NAME: MN05 Lake Ida  
SITE NUMBER:  
ATTY/DATE: 5/1/2017

### LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 6<sup>th</sup> day of Sept 2017 between Timothy A. Erickson and Christine Erickson, married to each other, with a mailing address of 11387 County Highway 5, Pelican Rapids, Minnesota 56572, hereinafter designated LESSOR, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

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

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR near the intersection of County Highway 5 and Snowshoe Beach Lane, in the City of Pelican Rapids, County of Becker, State of Minnesota (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 10,000 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.
2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.
3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
4. **RENTAL.**
  - (a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 11387 County Highway 5, Pelican Rapids, Minnesota 56572 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the

Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

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

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

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

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

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

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires,

lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

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

11. **INSURANCE.** LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSOR hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR agrees that at such time and in the future, and at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to property in any one occurrence. The Parties agree to include the other Party as an additional insured as their interest may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

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

13. INTERFERENCE.

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

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center at (800) 264-6620 or to LESSOR at (218) 329-0718, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

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

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings below 3 feet) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

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

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other

interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

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

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

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which consent will not

be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

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

LESSOR: Timothy A. Erickson and Christine Erickson  
11387 County Highway 5  
Pelican Rapids, Minnesota 56572

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

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

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



real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

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

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

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

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications

equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

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

28. TAXES.

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

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

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the



Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

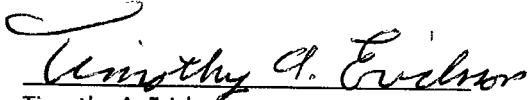
30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses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

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

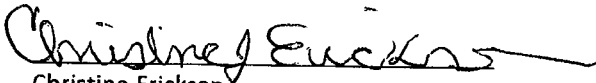
[Signature page follows. The remainder of this page is intentionally blank.]

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

LESSOR:

  
Timothy A. Erickson

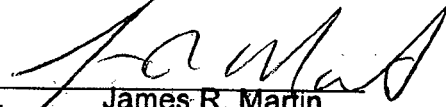
Date: 5/18/17

  
Christine Erickson

Date: 5-18-2017

LESSEE:

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

By:   
Name: James R. Martin  
Its: Director - Network Field Engineering

Date: 9/6/17

*The remainder of this page intentionally left blank*

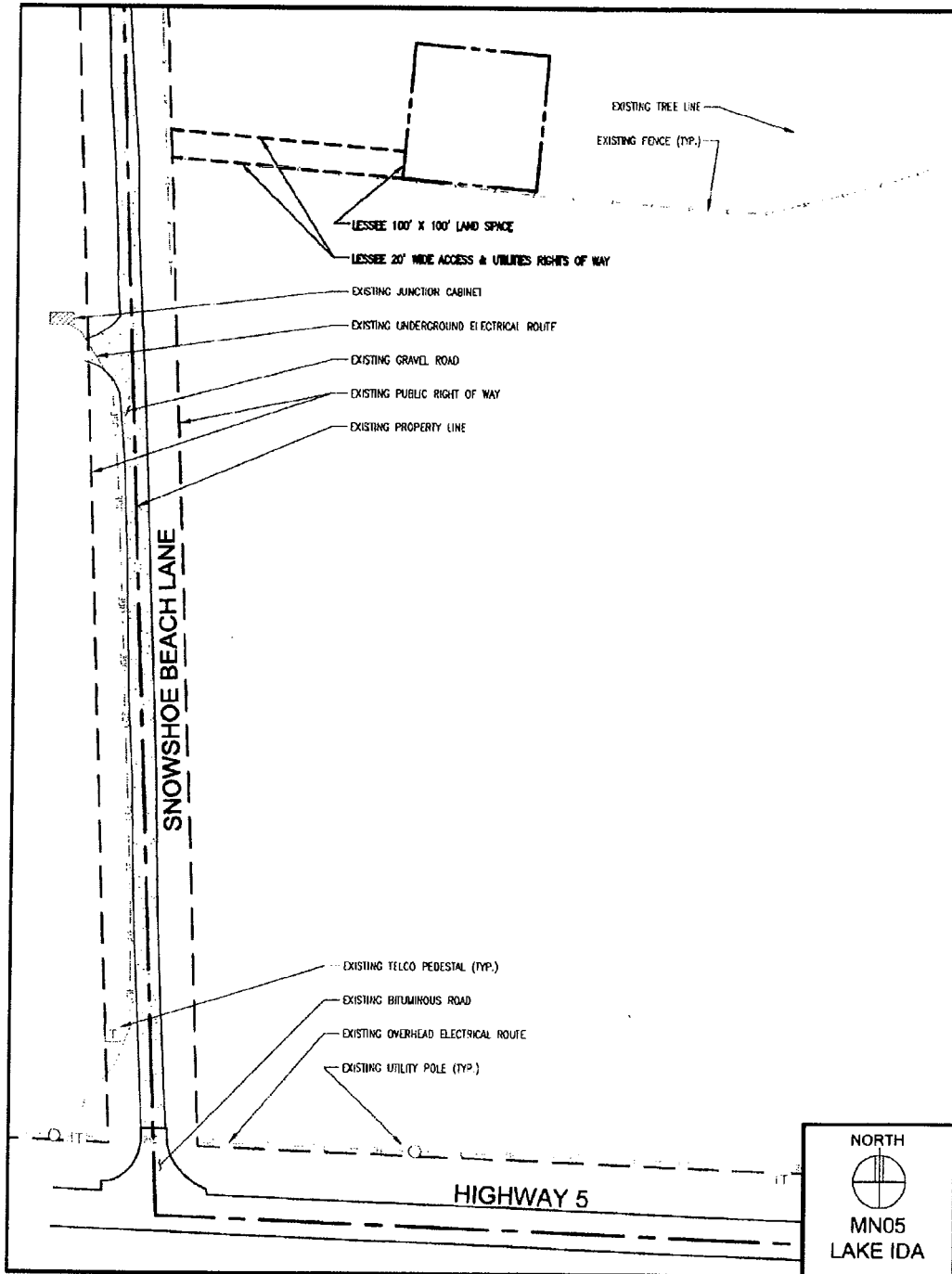
**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

The Fractional Northeast Quarter (Fr. NE 1/4), Section 26, Township 138 North of Range 43 West of the Fifth Principal Meridian in Becker County, Minnesota.

Abstract Property

EXHIBIT "B"

SITE PLAN OF THE PREMISES

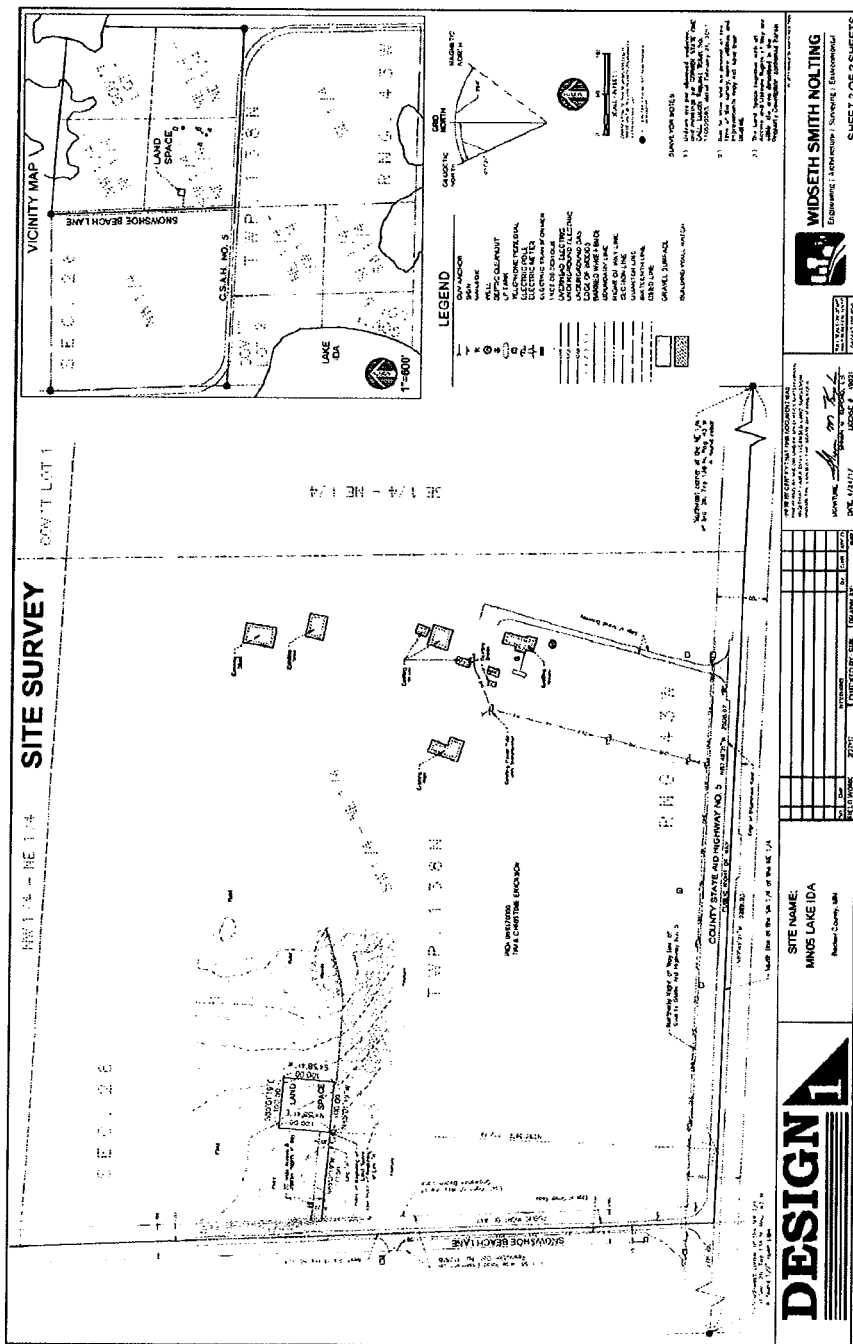


MN05 Lake Ida  
Land Lease Agreement



**EXHIBIT "B"**

**SITE PLAN OF THE PREMISES – continued**



MN05 Lake Ida  
 Land Lease Agreement



# Vicinity Map

1/2 mile radius

Dewayne Erickson Farm

Kim Beaudine Residence

MN05 Lake Ida

Tim Erickson Farm

Anna & Jay Gibson Property

Shortcut Rd

4

5

Snowshoe-Beach Ln

Snowshoe-Beach Rd

Neis-Erickson Ln

S-Big-Corridor

E-Lake-Ida-Ln

\*\*\*\*\*

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

\*\*\*\*\*

Airspace User: Your Name

File: LAKEIDA

Location: Audubon, MN

Latitude: 46°-44'-31.32" Longitude: 96°-04'-45.33"

SITE ELEVATION AMSL.....1390 ft.  
STRUCTURE HEIGHT.....199 ft.  
OVERALL HEIGHT AMSL.....1589 ft.  
SURVEY HEIGHT AMSL.....1589 ft.

NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)  
FAR 77.9(b): NNR (DNE Notice Slope)  
FAR 77.9(c): NNR (Not a Traverse Way)  
47Y FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for  
DTL FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for  
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required  
NNR = Notice Not Required  
PNR = Possible Notice Required (depends upon actual IFR procedure)

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

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

OBSTRUCTION STANDARDS



FAR 77.17(a)(1): DNE 499 ft AGL  
 FAR 77.17(a)(2): DNE - Airport Surface  
 FAR 77.19(a): DNE - Horizontal Surface  
 FAR 77.19(b): DNE - Conical Surface  
 FAR 77.19(c): DNE - Primary Surface  
 FAR 77.19(d): DNE - Approach Surface  
 FAR 77.19(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: 47Y: PELICAN RAPIDS MUNI-LYON'S

F

Type: A RD: 35761.19 RE: 1389  
 FAR 77.17(a)(1): DNE  
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Approach Slope: DNE  
 VFR Transitional Slope: DNE

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

Type: A RD: 55977.47 RE: 1398  
 FAR 77.17(a)(1): DNE  
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Approach Slope: DNE  
 VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)  
 FAR 77.17(a)(3) Departure Surface Criteria (40:1)  
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)  
 FAR 77.17(a)(4) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 2500 ft AMSL

PRIVATE LANDING FACILITIES

FACIL	BEARING	RANGE	DELTA
IDENT TYP NAME	To FACIL	IN NM	
MY29 AIR KAISER'S AIRSTRIP	345.64	3.4	

+189

No Impact to VFR Transitional Surface.  
 Below surface height of 240 ft above ARP.

AIR NAVIGATION ELECTRONIC FACILITIES

FAC	ST	DIST	DELTA
GRND APCH			

ANGLE	IDNT	TYPE	AT	FREQ	VECTOR	(ft)	ELEVA	ST	LOCATION
BEAR	DTL	VOR/DME	I	111.2	57.58	56916	+202	MN	DETROIT LAKES
.20	FFM	VOR/DME	R	110.4	186.72	166250	+388	MN	FERGUS FALLS
.13	FAR	VOR/DME	I	116.2	271.5	193600	+681	ND	FARGO
.20	FAR	RADAR	ON	2815.	288.55	197526	+614	ND	HECTOR
INTERNATIO		.18							

CFR Title 47, §1.30000-§1.30004

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

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

Please review 'AM Station Report' for details.

No AM Stations were located within 3.0 km.

Airspace® Summary Version 17.5.450

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

Copyright © 1989 - 2017

06-20-2017

11:21:51

**Becker County**  
 Auditor-Treasurer Office  
 915 Lake Avenue  
 Detroit Lakes, MN 56501  
 218-846-7311  
 www.co.becker.mn.us

PIN: 06.0370.000  
 BILL NUMBER: 945353  
 LENDER:  
 OWNER NAME: ERICKSON TIMOTHY A & CHRISTINE

AIN:

TAXPAYER(S):  
 TIMOTHY A & CHRISTINE ERICKSON  
 11387 CO HWY 5  
 PELICAN RAPIDS MN 56572

**TAX STATEMENT**

2015 Values for taxes payable in

**2016**

		VALUES AND CLASSIFICATION	
		2015	2016
<b>Taxes Payable Year:</b>			
Estimated Market Value:		383,000	386,300
<b>Step 1</b>	Homestead Exclusion:	21,700	22,600
	Taxable Market Value:	359,400	361,800
	New Improvements / Exempt Exclusions:		
	Property Classification:	Ag Hstd Exempt	Ag Hstd Exempt
<i>Sent in March 2015</i>			
<b>Step 2</b>	<b>PROPOSED TAX</b>		
<i>Do not include special assessments or referenda approved by the voters at the November election. Sent in November 2016.</i>			
<b>PROPERTY TAX STATEMENT</b>			978.00
First half taxes due 05/15/2016			\$501.00
Second half taxes due 11/15/2016			\$501.00
Total taxes due in 2016			\$1,002.00
<b>Step 3</b>			

**\$\$\$**

**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

**DESCRIPTION**

Acres: 154.40 Section 26 Township 138 Range 043  
 FRAC NE 1/4 LEBB 2 AC FOR RD  
 Line 13 Detail  
 S-1010115 SOLIC 40.00  
 Principal 40.00  
 Interest 0.00

Tax Detail for Your Property:		2015	2016
Taxes Payable Year:			
1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.			
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		<input type="checkbox"/>	\$329.53
3. Property taxes before credits \$333.81			
4. Credits that reduce property taxes			
A. Agricultural market value credit		\$1,501.00	\$1,452.00
B. Other credits		\$490.00	\$490.00
5. Property taxes after credits		\$0.00	\$0.00
A. County		\$1,011.00	\$962.00
B. BECKER COUNTY		\$513.44	\$488.48
C. CORMORANT		\$157.85	\$144.32
D. State General Tax		\$0.00	\$0.00
E. SCHOOL DISTRICT 2889		\$177.59	\$168.46
F. Special Taxing Districts		\$126.10	\$129.83
G. Voter approved levies		\$4.36	\$2.04
H. BC/EDA		\$31.66	\$28.87
I. Others		\$0.00	\$0.00
J. TIF		\$0.00	\$0.00
11. Non-school voter approved referenda levies \$0.00			
12. Total property tax before special assessments \$1,011.00			
13. Special assessments \$25.00			
<b>14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS</b>		<b>\$1,036.00</b>	<b>\$1,002.00</b>
Tax Amount Paid			\$0.00



2 mile radius

Proposed Tower

No collocatable structures within 2 mile radius

MN05 Lake Ida

Cormorant Cormorant

Big Cormorant Lane

1272429

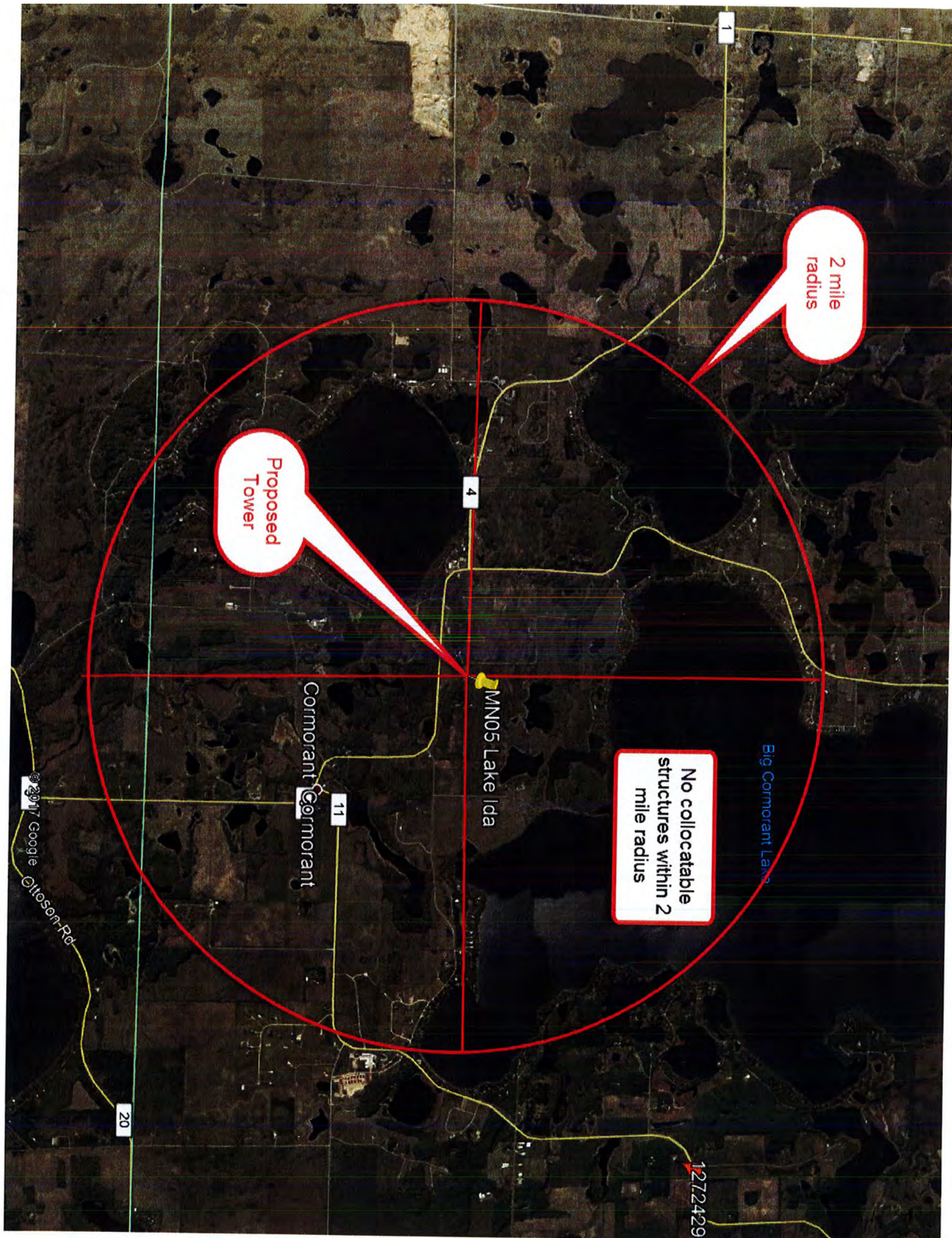
4

11

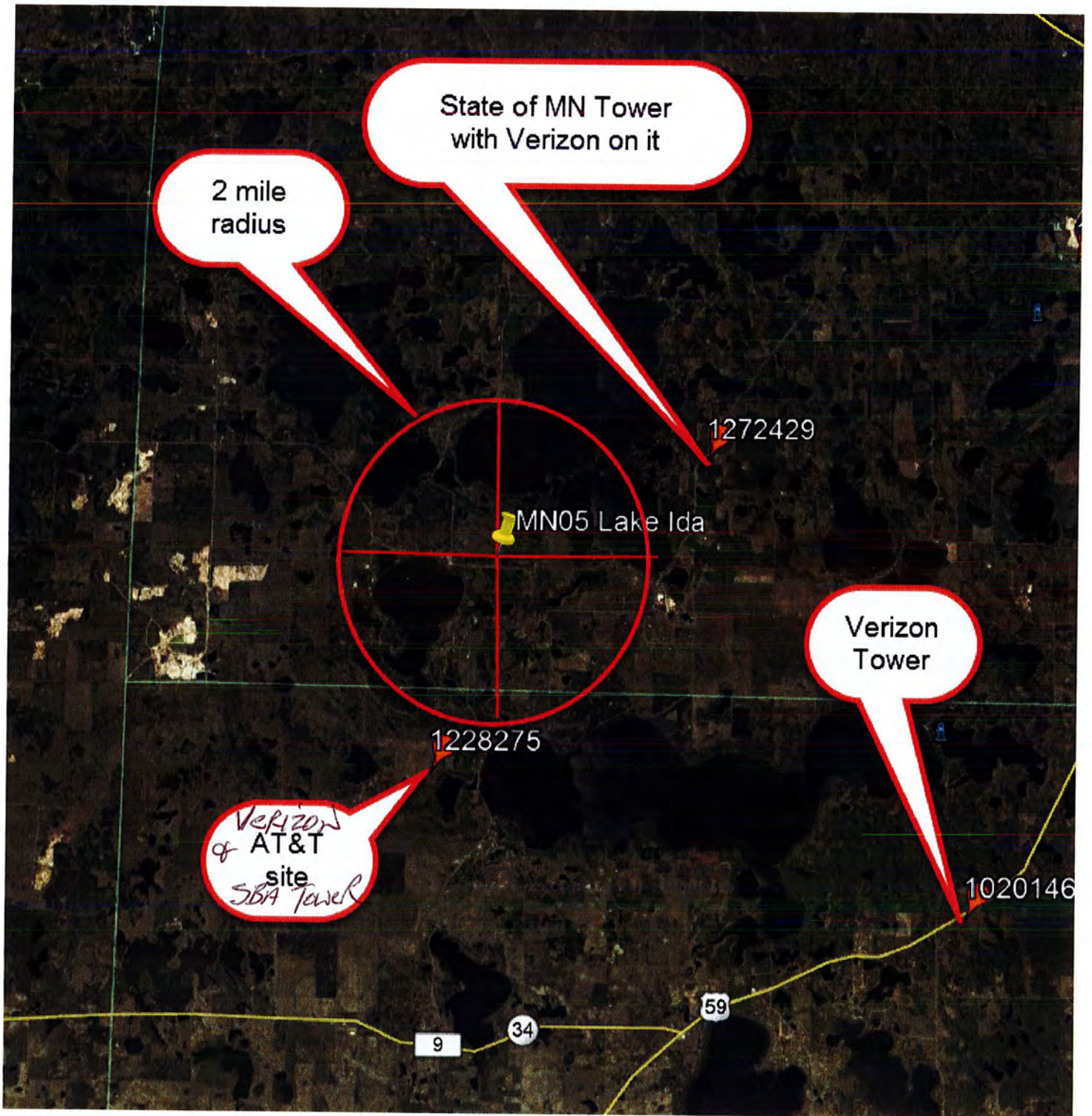
20

1

© 2017 Google  
Olsson Rd







State of MN Tower  
with Verizon on it

2 mile  
radius

MN05 Lake Ida

1272429

Verizon  
Tower

1228275

Verizon  
& AT&T  
site  
SBA tower

1020146

9

34

59

# Verizon

## MN05 LAKE IDA NEW BUILD

### PROJECT INFORMATION

SITE NAME: MN05 LAKE IDA  
 SITE ADDRESS: SNOWSHOE BEACH LANE LAKE PARK, MN 55854  
 COUNTY: BECKER  
 LATITUDE: 46° 44' 31.32" (NAD83)  
 LONGITUDE: 95° 04' 45.53" (NAD83)  
 DRAWING BASED ON SITE DATA FORM DATED: 03-16-17  
 BUILDING TYPE: 11B  
 SITE AREA: 100' X 100' = 10,000 S.F.

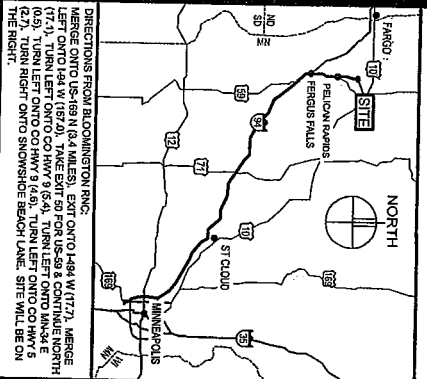
### ISSUE SUMMARY

REV.	DESCRIPTION	SHEET OR DETAIL
A	ISSUED FOR REVIEW 03/17	ALL
B	ISSUED FOR APPROVAL 04/12/17	ALL

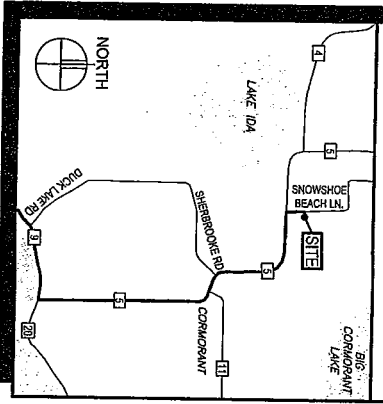
### SHEET INDEX

SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, TOWER ELEVATION & SHEET INDEX
A-1	SITE PLAN, DETAIL INDEX & PHOTO
A-2	ENLARGED SITE PLAN
A-3	ANTENNA AND COAX CABLE BRIDGE PLAN & NOTES
A-4	OUTLINE SPECIFICATIONS
C-1	GROUNDING NOTES
G-2	GROUNDING PLAN & GROUNDING DETAIL INDEX
U-1	SITE UTILITY PLANS & NOTES
-	SURVEY

### AREA MAP



### VICINITY MAP



### DEPARTMENTAL APPROVALS

NAME	DATE
RF ENGINEER	CHAD FERRY 03-31-17
OPERATIONS MANAGER	DAVID LOBE 03-31-17
CONSTRUCTION ENGINEER	MICHAEL THIEL 04-04-17

### LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE

LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW.  
 NO CHANGES.  CHANGES NEEDED. SEE COMMENTS.

### CONTACTS

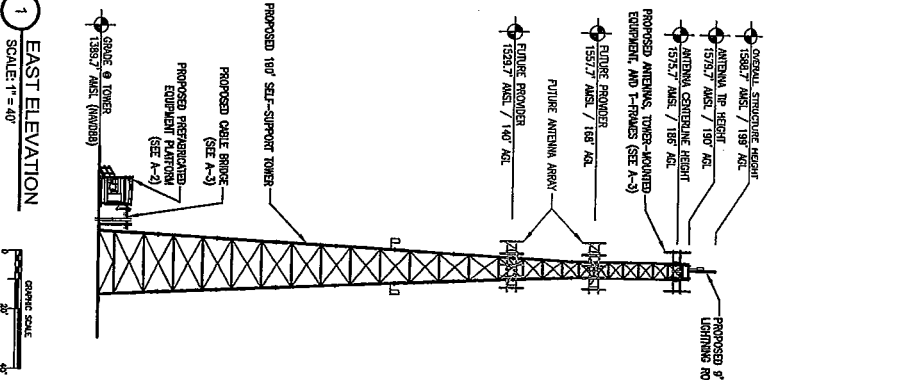
LESSOR / LICENSOR: TIM ERIKSSON 11887 CO. HWY. 6 PELICAN RAPIDS, MN 56572 (218) 324-0718  
 LESSEE: VERIZON WIRELESS 1600 BUSH LAKE ROAD PELICAN RAPIDS, MN 56572 (218) 324-0882  
 POWER UTILITY: LAKE REGION ELECTRIC COOP PO BOX 643 SNOWSHOE, MN 56572 (218) 853-1171  
 TELCO UTILITY COMPANY CONTACT: T.B.D.

### ARCHITECT:

DESIGN 1 OF EDEN PEARLE, LLC.  
 8793 VALLEY VIEW ROAD  
 ALEXANDRIA, MN 55304  
 (651) 900-8298  
 SUPERVISOR: WENDY SMITH-NELTING 6155 SHILOH DRIVE, P.O. BOX 1028 ALEXANDRIA, MN 55305-1028 (202) 782-8149  
 STRUCTURAL ENGINEER: N/A  
 GEOTECHNICAL ENGINEER: T.B.D.

### TOWER ELEVATION

NOTE:  
 1) TOWERS TO BE ERECTED AND INSTALLED IN ACCORDANCE WITH TOWER MANUFACTURER'S DRAWINGS NOT INCLUDED WITH THIS PACKAGE. DISCREPANCIES BETWEEN TOWER MANUFACTURER'S DRAWINGS AND THE ARCHITECT'S DRAWINGS SHALL BE REFERRED TO THE ARCHITECT FOR CLARIFICATION.  
 2) TOWER FOUNDATION PLATFORM FOUNDATION, GENERATOR FOUNDATION AND RECOMMENDING AND TO BE EXAMINED AND CONSTRUCTED IN ACCORDANCE WITH THE FOUNDATION DESIGN DRAWINGS NOT INCLUDED WITH THIS PACKAGE. DISCREPANCIES BETWEEN THE ARCHITECT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO VERIZON WIRELESS AND THE ARCHITECT.  
 3) CONTRACTOR TO ENSURE TP OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.



### DESIGN 1

3030 WALKER BLVD  
 EDEN PEARLE, MN 55344  
 (651) 900-8298  
 WWW.DESIGN1OFEDEN.COM

### PROJECT

MN05  
 LAKE IDA  
 SNOWSHOE BEACH LANE  
 LAKE PARK, MN 55854

### SHEET CONTENTS:

PROJECT: MN05 LAKE IDA  
 L.O.C. CODE: 429098  
 PROJECT: 20161484337  
 L.O.C. CODE: 429098

### DATE

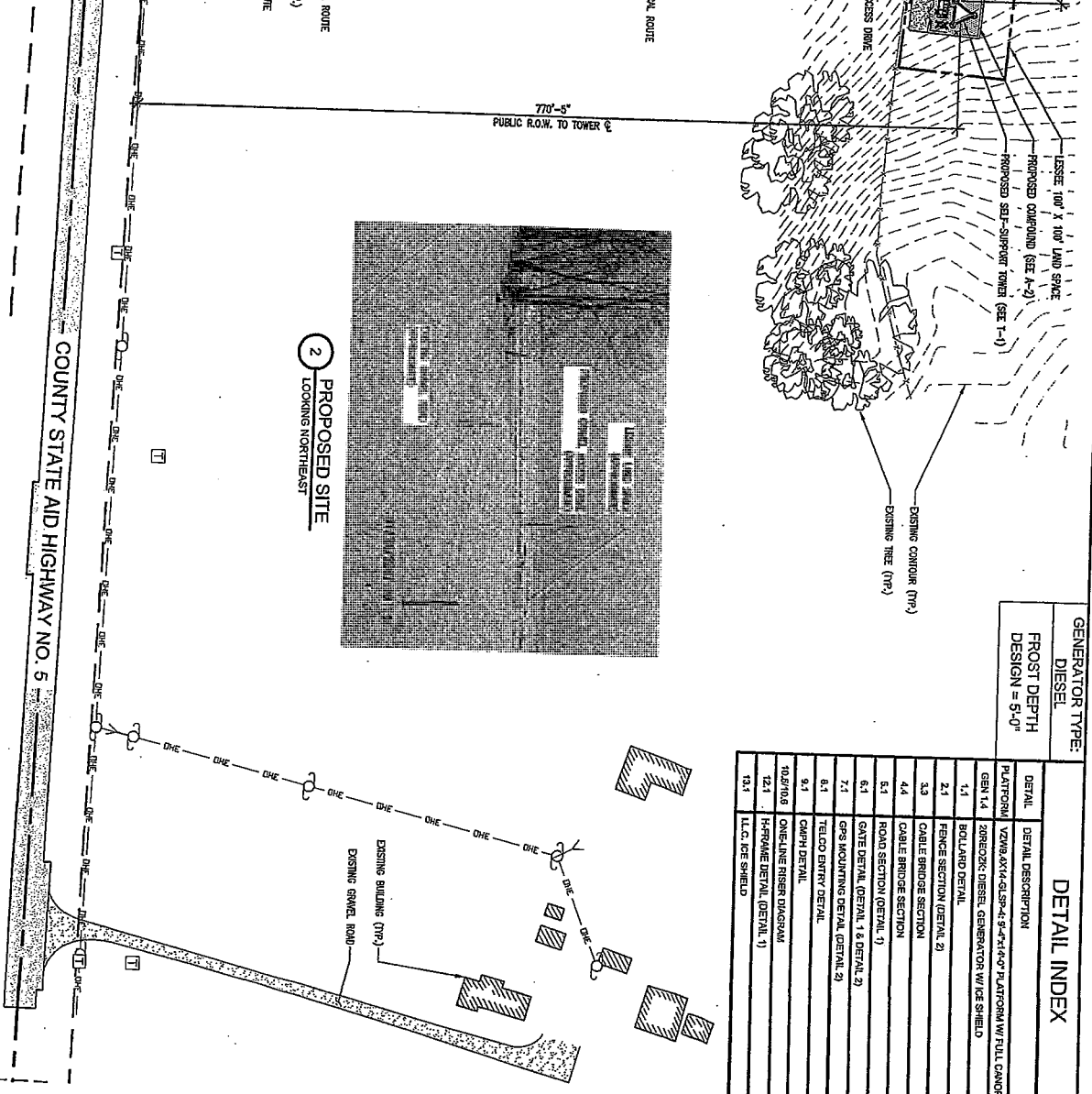
DATE: 03-24-17  
 CHECKED BY: MAS  
 REV A: 03-30-17  
 REV B: 04-12-17

### SCALE

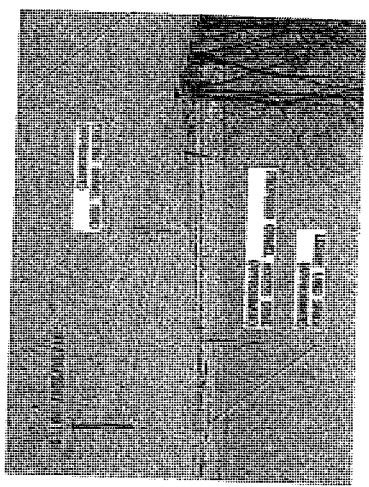
SCALE: 1" = 40'

### T-1

1 SITE PLAN  
SCALE: 1" = 100'-0"



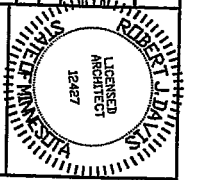
2 PROPOSED SITE  
LOOKING NORTHEAST



GENERATOR TYPE:  
DIESEL  
FROST DEPTH  
DESIGN = 5'-0"

DETAIL INDEX

DETAIL	DETAIL DESCRIPTION
PLATFORM	12'x14'x4'-0" PLATFORM W/ FULL CANOPY
GEN 1.4	2000000, DIESEL, GENERATOR W/ ICE SHIELD
1.1	ROLL AND DETAIL
2.1	FENCE SECTION (DETAIL 2)
3.3	CABLE BRIDGE SECTION
4.4	CABLE BRIDGE SECTION
5.1	ROAD SECTION (DETAIL 1)
6.1	RAVE DETAIL (DETAIL 1 & DETAIL 2)
7.1	GRS MOUNTING DETAIL (DETAIL 2)
8.1	TELCO ENTRY DETAIL
9.1	CABLE DETAIL
10.1/10.2	ONE LINE RISER DIAGRAM
12.1	H-FRAME DETAIL (DETAIL 1)
13.1	ILL. ICE SHIELD



I hereby certify that this plan, specification and detail is a true and correct copy of the original as submitted to me and that I am a duly Licensed Architect in the State of Minnesota, License No. 12427, Exp. 04/15/2022.

Robert J. Davis  
Architect  
12427

**DESIGN**  
1907 WALTON VIEW RD.  
Eagan, MN 55122  
(612) 700-8229  
WWW.DESIGNINCORP.COM

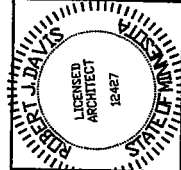
**verizon**  
1801 BIRCH LAKE ROAD  
BLOOMINGTON, MN 55438  
(612) 724-9492

PROJECT  
2018HRS037  
LOC. CODE: 428098

MN05  
LAKE IDA

SNOWSHOE BEACH LANE  
LAKE PARK, MN 56564  
SHEET CONTENTS:  
SITE PLAN  
DETAIL INDEX  
PHOTO

DRAWN BY:	JLT
DATE:	03-24-17
CHECKED BY:	MNS
REV. A:	03-28-17
REV. B:	04-12-17
A-1	



I hereby certify that this plan, prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota, Robert J. Davis, Reg. No. 12487

Signature: *Robert J. Davis*  
 Date: 04-23-17

**DESIGN**  
 973 VALLEY VIEW RD.  
 ST. CLOUD, MN 56304  
 WWW.DESIGNP.COM

**verizon**  
 1001 BURHLAKE ROAD  
 ST. CLOUD, MN 56304  
 (877) 234-6282

PROJECT  
 20161484337  
 LOC. CODE: 429088

MIN05  
 LAKE IDA

SNOWSHOE BEACH LANE  
 LAKE PARK, MN 56554

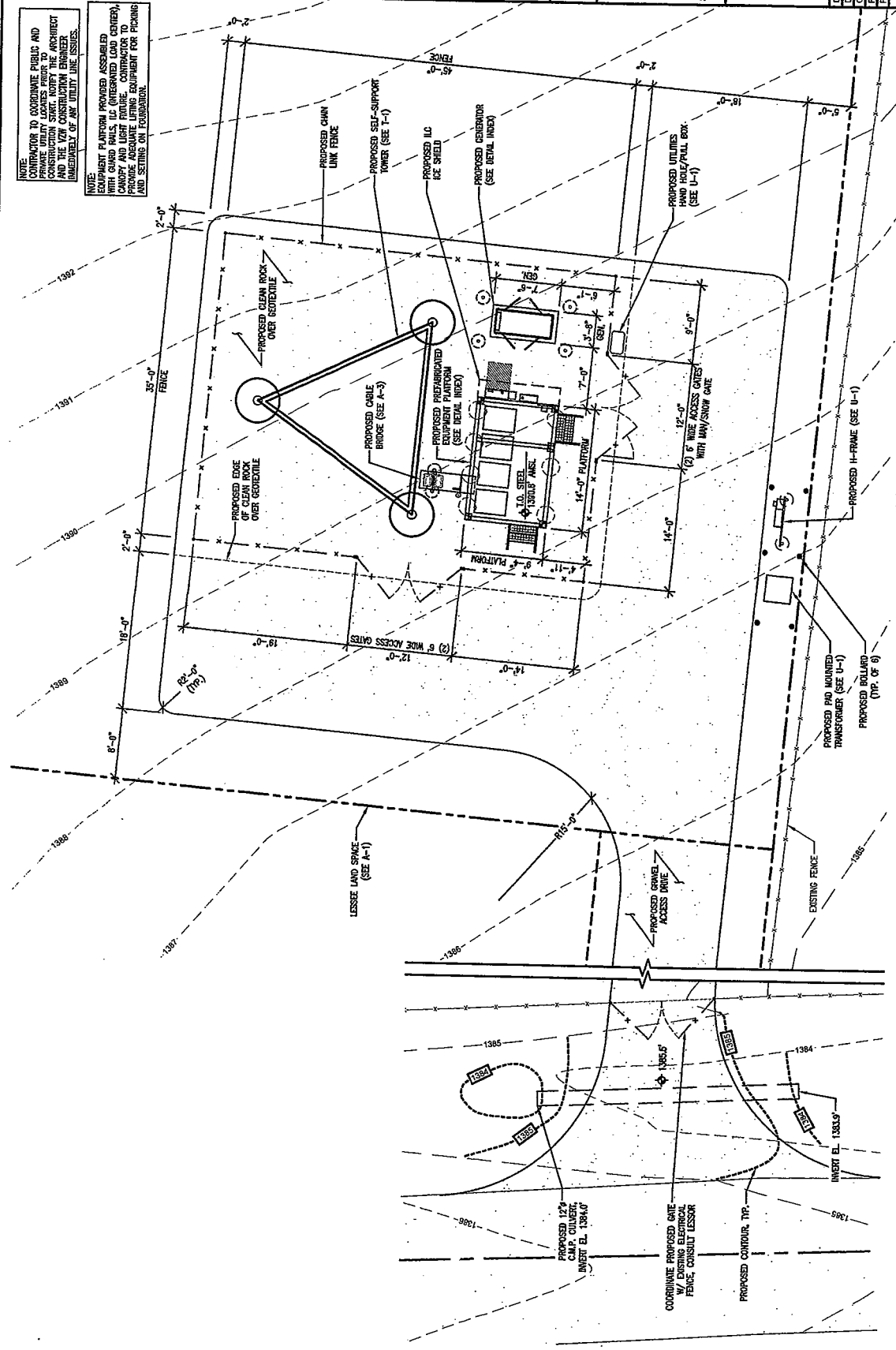
SHEET CONTENTS:  
 ENLARGED SITE PLAN

DRAWN BY:	J.P.
DATE:	03-24-17
CHECKED BY:	M.S.
REV. A:	03-30-17
REV. B:	04-23-17

A-2

NOTE:  
 CONTRACTOR TO COORDINATE PUBLIC AND PRIVATE UTILITY LOCATES PRIOR TO CONSTRUCTION START. NOTIFY THE ARCHITECT IMMEDIATELY OF ANY UTILITY DISCOVERIES IMMEDIATELY OF ANY UTILITY DISCOVERIES.

NOTE:  
 EQUIPMENT PLATFORM PROVIDED ASSIGNED TO CONTRACTOR. CONTRACTOR TO PROVIDE CANOPY AND LIGHT BULBS. CONTRACTORS PROVIDE APPROPRIATE LIFTING EQUIPMENT FOR PICKING AND SETTING ON FOUNDATION.



1 ENLARGED SITE PLAN  
 SCALE: 3/32" = 1'-0"

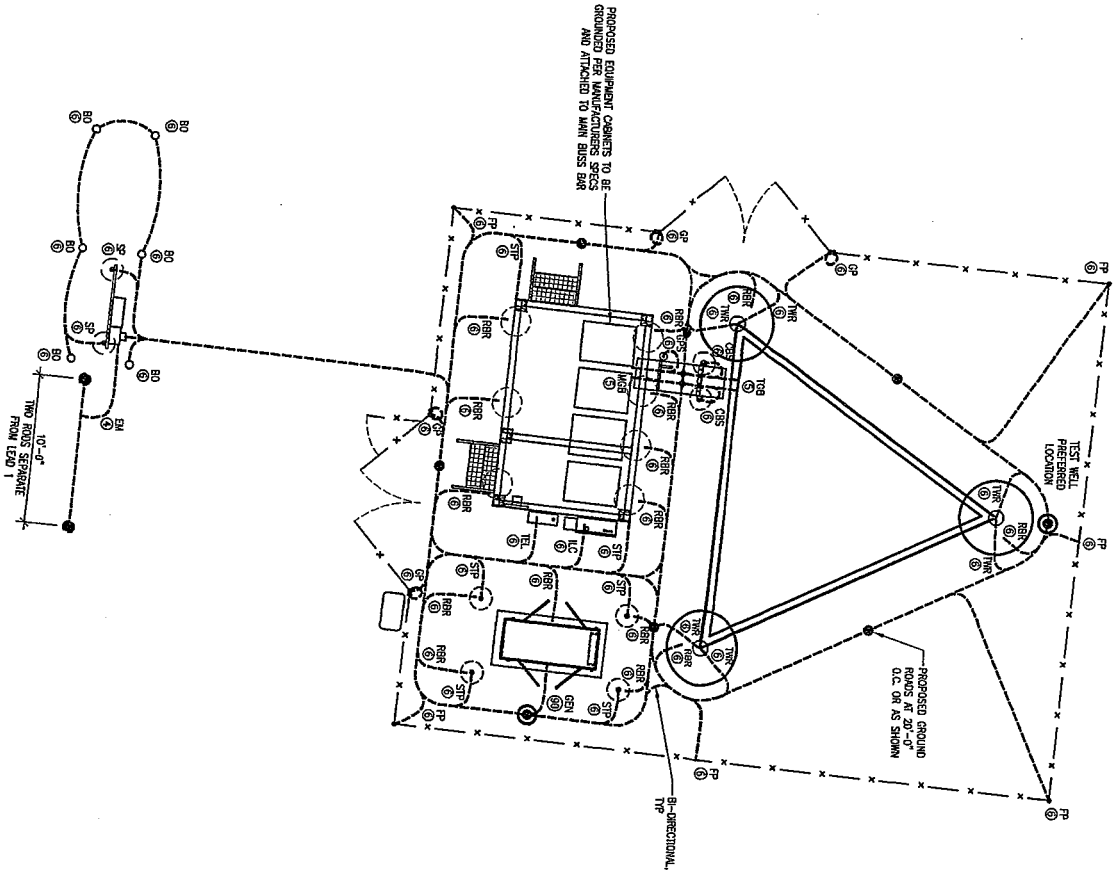






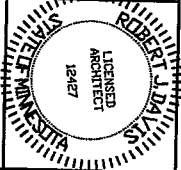


NOTE:  
 CONTRACTOR SHALL ENSURE THAT EACH WHP IS  
 ROUNDED TO LEAD 1 BY THE SHORTEST PATH, AND  
 BENDS SHALL NOT BE LESS THAN 12" RADIUS



**GROUNDING DETAIL INDEX**

DETAIL	DETAIL DESCRIPTION
PLATFORM	8'-4" X 14'-0" PLATFORM W/ CANOPY GROUNDING ELEVATIONS
11.1	TEST WELL DETAIL GROUND RING & ROD DETAIL
11.3	REBAR GROUNDING DETAIL
11.4	CONDUIT DETAIL
11.5	TYPICAL GROUNDING CABLE BRIDGE DETAIL
11.8	TYPICAL TOWER GROUNDING DETAIL



I hereby certify that the design shown on these drawings was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota. My license No. 12427. Robert J. Davis, Reg. No. 12427.

*Robert J. Davis*  
 State of Minnesota  
 License No. 12427



8913 WALL LANE, NEW RD.  
 EIGHT FOUR FORTY-SEVEN  
 BLOOMINGTON, MN 55414  
 WWW.DESIGNLP.COM



1881 BUSH LAKE ROAD  
 BLOOMINGTON, MN 55428  
 #42720428

**PROJECT**  
 20781484337  
 LOC. CODE: 429088

**MN05**  
 LAKE IDA

SNOWSHOE BEACH LANE  
 LAKE PARK, MN 55554

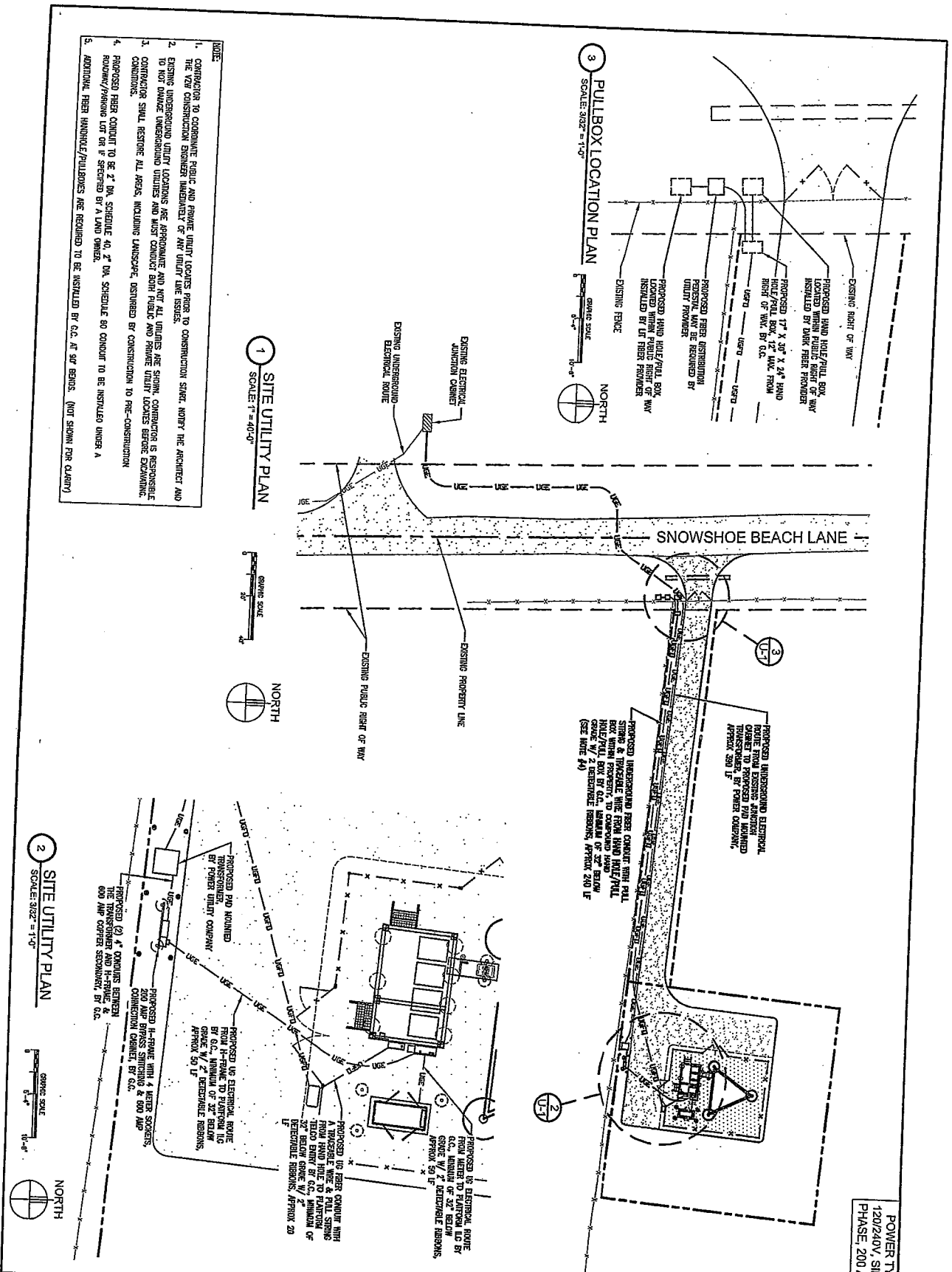
**SHEET CONTENTS:**  
 GROUNDING PLAN  
 GROUNDING DETAIL INDEX

DESIGNED BY:	JIP
CHECKED BY:	02-23-17
REVISION:	03-28-17
REVISION:	04-13-17
REVISION:	04-13-17

**1** GROUNDING PLAN  
 SCALE: NONE



**G-2**



POWER TYPE:  
120V/240V, SINGLE  
PHASE, 200 AMPS

**ROBERT J. DAVIS**  
LICENSED ARCHITECT  
12427

**DESIGN**  
5870 WALTON RD.  
ESSEX FRANKLIN, MN 55004  
(952) 885-9299  
WWW.DESIGNIDEA.COM

**verizon**  
1851 BIRCH LAKE ROAD  
BLOOMINGTON, MN 55408  
(952) 726-0622

PROJECT	2018146457
LOC. CODE	428098
MIND5	
LAKE IDA	
SNOWSHOE BEACH LANE LAKE PARK, MN 56554	
SHEET CONTENTS: SITE UTILITY PLAN PULLBOX LOCATION PLAN	
DRAWN BY:	LD
DATE:	03-24-17
CHECKED BY:	AMS
REV. A:	03-30-17
REV. B:	04-12-17

I hereby certify that this plan, prepared by me or under my supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota, LICENSE # 123846, Reg. No. 12427

U-1

- NOTE:**
- CONTRACTOR TO COORDINATE FIBER AND POWER UTILITY LOCATIONS PRIOR TO CONSTRUCTION START. NOTIFY THE ARCHITECT AND THE NEW CONSTRUCTION ENGINEER IMMEDIATELY OF ANY UTILITY LINE ISSUES.
  - EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND NOT ALL UTILITIES ARE SHOWN. CONTRACTOR IS RESPONSIBLE TO NOT DAMAGE UNDERGROUND UTILITIES AND MUST CONDUCT BOTH PUBLIC AND PRIVATE UTILITY LOCATES BEFORE EXCAVATING.
  - CONTRACTOR SHALL RESTORE ALL AREAS, INCLUDING LANDSCAPE, DAMAGED BY CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
  - PROPOSED FIBER CONDUIT TO BE 2" DIA. SCHEDULE 40, 2" DIA. SCHEDULE 80 CONDUIT TO BE INSTALLED UNDER A ROWWAY/PARKING LOT OR AS SPECIFIED BY 1 AND OTHER.
  - ADDITIONAL FIBER HANDHOLES/PULLBOXES ARE REQUIRED TO BE INSTALLED BY C.C. AT SP BRNS. (NOT SHOWN PER CLAIM)

3 PULLBOX LOCATION PLAN  
SCALE: 3/32" = 1'-0"

1 SITE UTILITY PLAN  
SCALE: 1" = 40'-0"

2 SITE UTILITY PLAN  
SCALE: 3/32" = 1'-0"

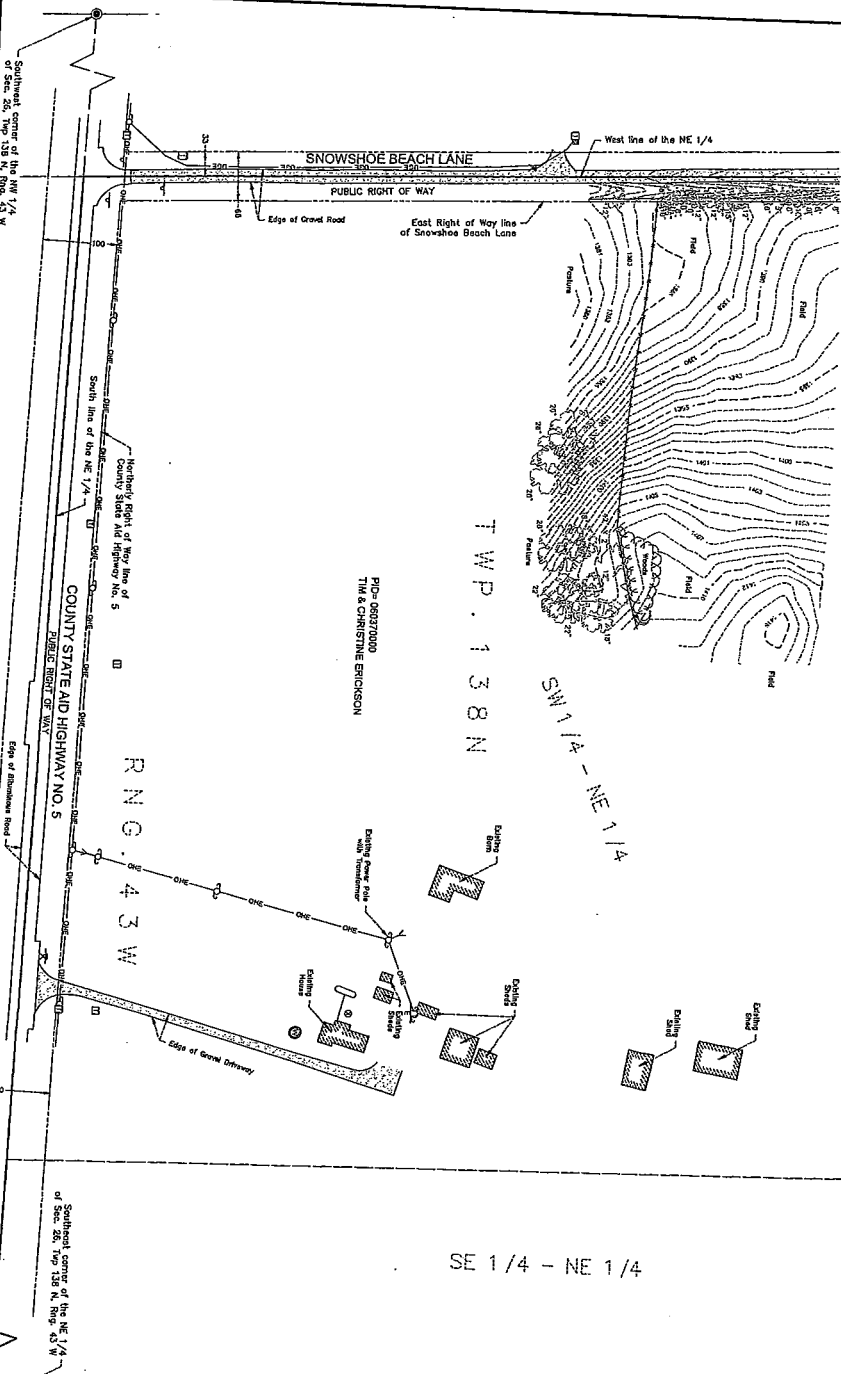
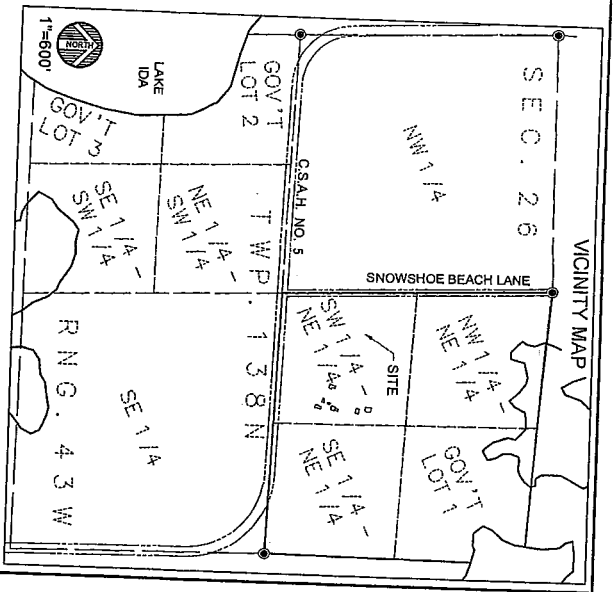
# SITE SURVEY

SEC. 26

NW 1/4 - NE 1/4

GOV'T LOT 1

SE 1/4 - NE 1/4



- ### LEGEND
- GOV'ANCHOR
  - MAILBOX
  - WELL
  - SEPTIC CLEANOUT
  - LP TANK
  - TELEPHONE PEDESTAL
  - ELECTRIC POLE
  - ELECTRIC TRANSFORMER
  - OVERHEAD ELECTRIC
  - UNDERGROUND ELECTRIC
  - UNDERGROUND GAS
  - BARBED WIRE FENCE
  - BOUNDARY LINE
  - RIGHT-OF-WAY LINE
  - SECTION LINE
  - QUARTER LINE
  - DEED LINE
  - GRAVEL SURFACE
  - BUILDING WALL MATCH

1) Utilities are per observed evidence. Call Local Request Ticket No. 17052553, dated February 21, 2017.

2) Due to snow and ice present at the time of the survey, some utilities and locations may not be shown.

# DESIGN 1

SITE NAME:  
MINO'S LAKE IDA

Becker County, MN

NO.	DATE	REVISIONS	CHECKED BY:	DESIGNED BY:
1	2/27/17		SR	SR

**PRELIMINARY**

THIS SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR IN THE STATE OF MINNESOTA.

SEMON M. KUPCIC, L.S.  
LICENSE # 49321

**WIDSETH SMITH NOLTING**  
Engineering | Architecture | Surveying | Environmental

531 WIDSETH SMITH NOLTING  
1000 W. WASHINGTON ST.  
ST. CLOUD, MN 56301  
PHONE: 320.325.1100  
FAX: 320.325.1101  
WWW.WSNOLTING.COM





# 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, November 14, 2017 @ 7:00 P.M.**

**3<sup>rd</sup> Floor Jury Assembly Room New Addition-Becker County Courthouse**  
Detroit Lakes, MN 56501

APPLICANT: Laurie Perlmutter  
21391 Cozy Cove Rd.  
Detroit Lakes, MN 56501

Project Location: 21391 Cozy Cove Road, Detroit Lakes

#### APPLICATION AND DESCRIPTION OF PROJECT:

Request a Conditional Use Permit for a tent & RV campground.

LEGAL LAND DESCRIPTION: Tax ID number: **08.0057.001** Section 04 Township 139 Range 41 04-139-041 PT GOVT LOT 6: COMM W QTR COR TH E 350.03' TO POB; TH S 850', W 350.03' TO W LN, S 389' TO TAMARACK LK, ELY, NELY, ELY, SLY & ELY AL LK TO E LN GOVT LOT 6, N 1443.52' TO NE COR, W 1019.08' AL CTR LN ALMQUIST RD TO POB AKA TRACT B

**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](mailto:zoning@co.becker.mn.us)**

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

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

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

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



~ CONDITIONAL USE APPLICATION ~  
BECKER COUNTY PLANNING & ZONING

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

PARCEL	
APP	CUP
YEAR	
SCANNED	

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

First name(s): Laurie Last name: Perlmutter

Mailing Address: 21391 Cozy Cove Road City, State, Zip Detroit Lakes, MN

Phone Number(s): 701.893.5811 Project Address: Same

Parcel number(s) of property: 080057001 Sect - Twp - Range: 04-139-041

Township Name: Detroit Legal Description: PT Govt Lot 6: Comm W

QTR COR TH E 350.03' to POB; TH S 850', W 350.03' to W LN,

S 389' to Tamarack Lake, ELY, NELY, ELY, SLY & ELY AL LK TO E LN

Govt Lot 6, N 1443.50' to NE COR, W 1019.08 AL Ctr LN Almgvist Rd to POB

REASON FOR CONDITIONAL USE REQUEST: Provide Tent & RV Camp AKA

ground for tourists, visitors, and summer D.L. residents. Tract B

\_\_\_\_\_

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.

Laurie Perlmutter  
SIGNATURE OF APPLICANT

10.7.2017  
DATE

OTHER INFORMATION NEEDED TO COMPLETE THE APPLICATION:

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

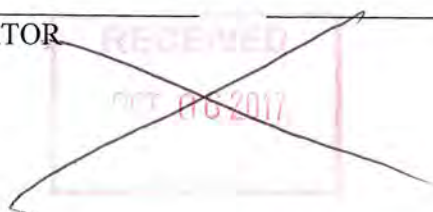


\*\*\*\*\*  
Office Use Only

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

\_\_\_\_\_  
SIGNATURE - ZONING ADMINISTRATOR

\_\_\_\_\_  
DATE





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.

May have increased traffic on Cozy Cove Rd & Almgvist Road (paved + gravel respectfully)

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

The development of this campground will not affect the rural or residential surroundings as they are used now or to be developed in the future

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

Please see attached

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 will be allocated per RV campsite. Overflow parking, if any, will be designated by access road to campground off Cozy Cove Road in SW corner of property

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.

Dust controlled by Class V gravel; paved in later years.  
Noise controlled by Camp Policy - Quiet Hours after 11pm  
Campfires authorized in designated + contained fire pits.

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;

Sites will be developed 150' minimum from high water mark.  
Septic system at or beyond code requirements.  
No motorized boat or watercraft access to natural resource lake

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

Tamarack Lake is an Environmental Lake; No public access,  
No public view

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

Please see #3 above and attached details with Rough Draft Lay Out

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

No motorized watercraft allowed access to Natural Resource Lake



## Conditional Use Permit

Attachment 1

### #3) Septic System

Working w/ Darrell Bergstrom. Per Soil Sample testing and lay-out plans the following system meets requirements:

For every 10 RV sites (+ 1 Bathhouse)

1,500 gal Tank + 1,000 gal Leaching Tank

Mound System Sized 10' x 83'

See Rough Draft on Map

### Well System

Esser Well Drilling will be contracted to establish well for water supply.

Green's Plumbing will then distribute lines to RV sites

### Electrical Needs

Initially, RV sites self-contained. Working with B+M Electric to develop site hook-ups and proper lighting along road.

### Roads

Developed as Sites progress. Work will be done by owners with a Class 5 Base. In later years, if paving is to be done, contract with Howard's Driveway.





Perlmutter

Date: 10/11/2017

1:9,852

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.

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



# MEADOWLAND SURVEYING INC.

Surveying the Lakes Area Since 1946

For all your land survey needs, contact our friendly staff at:  
 1118 Highway 59 South • Detroit Lakes, Minnesota 56501  
 frontdesk@meadowlandsurveying.com

**218-847-4289**

www.meadowlandsurveying.com

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

**EXPERIENCE MATTERS!**

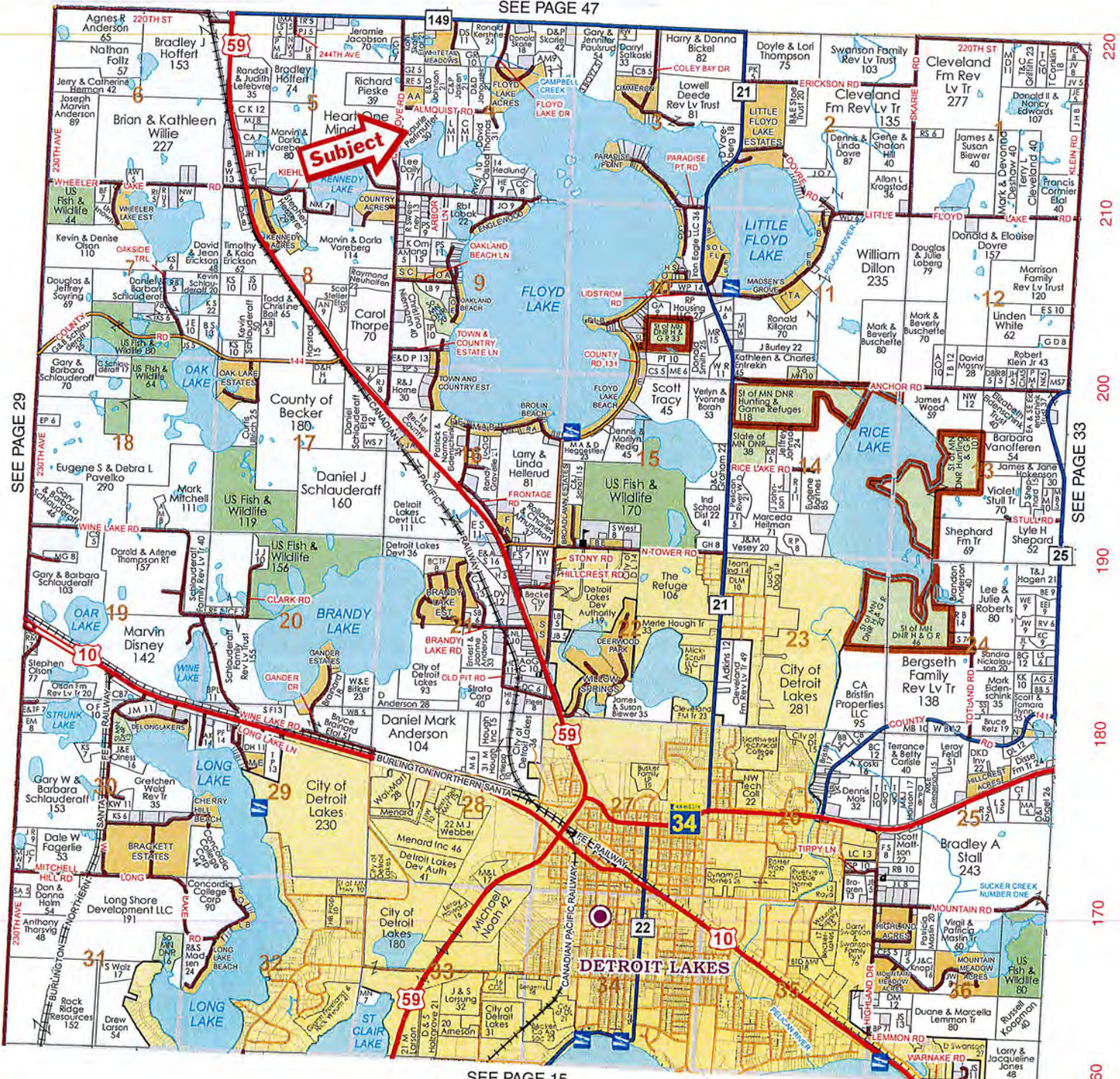
Detroit

Township 139N - Range 41W

Copyright © 2016 Mapping Solutions



SEE PAGE 47



SEE PAGE 29

SEE PAGE 33

SEE PAGE 15



# Full Site Overview

- Zoom In
- Zoom Out
- Pan
- Zoom Prev
- Zoom Next
- Zoom Extent
- Search Commands
- Identify
- Links
- Legend View
- Results
- X/Y
- Map Tips
- Draw
- Measure
- Print Map Reports





North Half

Zoom In  Zoom Out  Pan  Zoom Prev  Zoom Next  Navigation

Zoom Extent

Search  Identify  Commands

Links

Legend  Results  View

X/Y

Map  Tips  Tools

Draw  Measure

Print  Map  Reports



Scale 1: 1200

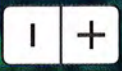
X: 2217767.0278

Y: 1018891.1787



South Half

- Zoom In
- Zoom Out
- Pan
- Zoom Prev
- Zoom Next
- Zoom Extent
- Search Commands
- Identify
- Links
- Legend View
- Results
- X/Y
- Map Tips
- Draw
- Measure
- Print Map Reports



Scale 1: 1200

X: 2217799.2219

Y: 1018596.2597



Zoom In  Zoom Out  Pan  Zoom Navigation  Zoom Prev  Zoom Next  Zoom Select  Zoom Extent  Clear  Search Commands  Identify  Links  Legend View  Results  X/Y  Map Tips  Tools  Draw  Measure  Print Map  Reports



Measure

Distance  Feet

Area  Square Feet

Area (sq.ft.)  925,159.52

Acre:  21.24

Show labels while drawing

Toggle measurement labels

Stream Mode

Clear Last  Clear

Total Acres

21.24

0.76

2.82

---

24.82

Scale 1: 5000

http://gis-server.co.becker.mn.us/link/sfe/index.aspx

X: 2217003.1832

Y: 1018072.909



- Zoom In
- Zoom Out
- Pan
- Zoom Navigation
- Zoom Prev
- Zoom Next
- Zoom Select
- Zoom Extent
- Clear
- Search Commands
- Identify
- Links
- Legend View
- Results
- X/Y
- Map Tips
- Draw
- Measure
- Print Map Reports



Measure

Distance  Feet

Area  Square Feet

Area (sq.ft.)

Acres:

Show labels while drawing  
 Toggle measurement labels  
 Stream Mode

*Added  
Command*

Scale 1: 5000

X: 2217063.9471

Y: 1018528.6382











605942

BECKER COUNTY RECORDER  
STATE OF MINNESOTA  
**Document No. 605942**

March 12, 2013 at 2:20 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 12<sup>th</sup> day of March, 2013

Ryan L. Tangen  
Becker County Auditor/Treasurer

By [Signature] Deputy

08-0057-000 split ✓  
tracts A+B

**QUIT CLAIM DEED**

STATE DEED TAX DUE HEREON: \$ 1.65

**SURVEYORS SKETCH ( ) NOT REQUIRED**  
(  FILED SURVEY BOOK 24 PAGE 39 )

Date: 3.1, 2013

FOR VALUABLE CONSIDERATION, the Grantor, **Laurie Lee Perlmutter**, a single person,  
hereby conveys and quit claims to the Grantee, **Laurie Lee Perlmutter**, real property in **Becker**  
**County**, Minnesota, described as follows:

**Legal Description Attached in Exhibit "A".**

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

The Grantor certifies that the status and number of wells on the described property has not  
changed since the previously filed well certificate.

Consideration for this transaction is less than \$500.00.

Laurie Perlmutter  
Laurie Lee Perlmutter

chg  
paid  
well  
non/std  
extra

BECKER COUNTY DEED TAX  
AMT. PD. \$ 1.65  
Receipt # 528055  
Becker County Auditor/Treasurer

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

Ryan L. Tangen  
Becker County Auditor/Treasurer  
By [Signature] Deputy



EXHIBIT "A"

**Tract A**

**Land Description:**

That part of Government Lot 6 in Section 4, Township 139 North, Range 41 West of the Fifth Principal Meridian in Becker County, Minnesota described as follows:

Beginning at a found cast iron monument which designates the west quarter corner of said Section 4; thence South 88 degrees 54 minutes 06 seconds East on an assumed bearing along the north line of said Government Lot 6 for a distance of 350.03 feet; thence South 00 degrees 23 minutes 22 seconds West parallel with the west line of said Section 4 for a distance of 36.77 feet to an iron monument; thence continuing South 00 degrees 23 minutes 22 seconds West parallel with the west line of said Section 4 for a distance of 813.23 feet to an iron monument; thence North 88 degrees 54 minutes 06 seconds West parallel with the north line of said Government Lot 6 for a distance of 350.03 feet to an iron monument on the west line of said section 4; thence North 00 degrees 23 minutes 22 seconds East along the west line of said Section 4 for a distance of 850.00 feet to the point of beginning. The above described tract contains 6.83 acres.

SUBJECT TO an easement for public road purposes (Cozy Cove Road and Almquist Road) over, under and across that part of the above tract described as follows:

Beginning at the aforementioned point of beginning; thence South 88 degrees 54 minutes 06 seconds East along the north line of said Government Lot 6 for a distance of 350.03 feet; thence South 00 degrees 23 minutes 22 seconds West parallel with the west line of said Section 4 for a distance of 36.77 feet to an iron monument; thence North 89 degrees 42 minutes 32 seconds West for a distance of 317.27 feet; thence South 00 degrees 15 minutes 43 seconds East for a distance of 484.05 feet; thence southerly on a curve concave to the west, having a central angle of 16 degrees 18 minutes 09 seconds and a radius of 1033.00 feet, for a distance of 293.92 feet (chord bearing South 07 degrees 53 minutes 22 seconds West) to the west line of said Section 4; thence North 00 degrees 23 minutes 22 seconds East along the west line of said Section 4 for a distance of 816.09 feet to the point of beginning of said public road easement (Cozy Cove Road and Almquist Road).

AND FURTHER SUBJECT TO easements, restrictions and reservations of record, if any.

AND

**Tract B**

**Land Description:**

That part of Government Lot 6 in Section 4, Township 139 North, Range 41 West of the Fifth Principal Meridian in Becker County, Minnesota described as follows:

Commencing at a found cast iron monument which designates the west quarter corner of said Section 4; thence South 88 degrees 54 minutes 06 seconds East on an assumed bearing along the north line of said Government Lot 6 for a distance of 350.03 feet to the point of beginning; thence South 00 degrees 23 minutes 22 seconds West parallel with the west line of said Section 4 for a distance of 36.77 feet to an iron monument; thence continuing South 00 degrees 23 minutes 22 seconds West parallel with the west line of said Section 4 for a distance of 813.23 feet to an iron monument; thence North 88 degrees 54 minutes 06 seconds West parallel with the north line of said Government Lot 6 for a distance of 350.03 feet to an iron monument on the west line of said Section 4; thence South 00 degrees 23 minutes 22 seconds West along the west line of said Section 4 for a distance of 260.00 feet to an iron monument; thence continuing South 00 degrees 23 minutes 22 seconds West along the west line of said Section 4 for a distance of 129 feet, more or less, to the water's edge of Tamarack Lake; thence easterly, northeasterly, easterly, southerly, and easterly along the water's edge of said Tamarack Lake to the east line of said Government Lot 6; thence North 01 degree 13 minutes 47 seconds West along the east line of said Government Lot 6 for a distance of 44 feet, more or less to a found iron monument; thence continuing North 01 degree 13 minutes 47 seconds West along the east line of said Government Lot 6 for a distance of 490.58 feet to a found iron monument; thence continuing North 01 degree 13 minutes 47 seconds West along the east line of said Government Lot 6 for a distance of 621.49 to a found iron monument; thence continuing North 01 degree 13 minutes 47 seconds West along the east line of said Government Lot 6 for a distance of 276.07 feet to a found iron monument; thence continuing North 01 degree 13 minutes 47 seconds West along the east line of said Government Lot 6 for a distance of 11.38 feet to the northeast corner of said Government Lot 6; thence North 88 degrees 54 minutes 06 seconds West along the north line of said Government Lot 6 for a distance of 1019.08 feet to the point of beginning. The above described tract contains 22.7 acres, more or less.

SUBJECT TO an easement for a public road purposes (Almquist Road) over, under and across that part of the above tract described as follows:

Commencing at a found cast iron monument which designates the west quarter corner of said Section 4; thence South 88 degrees 54 minutes 06 seconds East along the north line of said Government Lot 6 for a distance of 350.03 feet to the point of beginning of the easement to be described; thence South 00 degrees 23 minutes 22 seconds West parallel with the west line of said Section 4 for a distance of 36.77 feet to an iron monument; thence South 89 degrees 42 minutes 32 seconds East for a distance of 1019.64 feet to the east line of said Government Lot 6; thence North 01 degree 13 minutes 47 seconds West along the east line of said Government Lot 6 for a distance of 11.04 feet to a found iron monument; thence continuing North 01 degree 13 minutes 47 seconds West along the east line of said Government Lot 6 for a distance of 11.38 feet to the northeast corner of said Government Lot 6; thence North 88 degrees 54 minutes 06 seconds West along the north line of said Government Lot 6 a distance of 1019.08 feet to the point of beginning of said public road easement (Almquist Road).



# 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, November 14, 2017 @ 7:00 P.M.**

**3<sup>rd</sup> Floor Jury Assembly Room New Addition-Becker County Courthouse**  
Detroit Lakes, MN 56501

APPLICANT: Todd Simison/Sno & H20, LLC (T.S. Recreational) **Project Location:** 28955 US Hwy.10, Detroit Lakes  
1682 Highway 10  
Detroit Lakes, MN 56501

APPLICATION AND DESCRIPTION OF PROJECT:  
Request a Change of Zone.

LEGAL LAND DESCRIPTION: Tax ID number: **19.0222.000**. Section 12 Township 138 Range 41 70 AC IN NW COR OF NE1/4 OF NE1/4 & 2.8 AC IN NE COR OF GOVT LOT 1

**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](mailto: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.





Becker County

Simison

Date: 10/24/2017

1:6,162

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

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.









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: Todd Simison / Sno+H2O, LLC (T.S. Recreational)

Applicant's Address: 1682 Highway #10 EAST  
DETROIT LAKES, MN 56501

Telephone(s): 218-844-3033 Date of Application: 10/9/17

Signature of Applicant: Todd Simison

Parcel ID Number: 19.0222.000 Project Address: 28955 U.S. Hwy #10  
DETROIT LAKES, MN 56501

Legal Description of Project: 0.70 NW COR OF NE 1/4 OF NE 1/4 + 2.8 AC IN NE  
COR LOT 1 SECTION 12 TOWNSHIP 138  
RANGE 041

SECTION 1

\*Zone Change For Existing Parcel Number 19.0222.000  
Current Zoning RESIDENTIAL Requested Zoning COMMERCIAL

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 10/10/17 Date Accepted 10-23-17 Authorized Signature [Signature]  
Application Fee 9210.00 Notice Fee Recording Fee \_\_\_\_\_ Date Paid \_\_\_\_\_  
Receipt Number \_\_\_\_\_





# 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:*

- Contact Name and Phone Number: Todd Simison / Sno + H2O, LLC
- Property Owners Name: Sno + H2O, LLC (T.S. Recreational)
- Parcel Number: 19.0222.000
- Legal Description: 0.70 NW COR OF NE 1/4 OF NE 1/4
- Section 12 Township 138 Range 041 + 2.8 A/C IN NE COR LOP
- Lake Name: NONE Lake Classification NONE
- Number of Acres in Project: 3.00
- Length of shoreline in Project: N/A
- Number of housing units: NONE
- Other structures (list) NONE
- Number of marina slips: N/A
- Lakeshore, approximate depth of water from shore at:  
50 feet N/A, 100 feet N/A, 200 feet N/A.
- Are emergent aquatic plants found along shoreline? N/A
- Are significant historic sites or endangered habitats present? NO
- Is project area suitable for sewage disposal systems? \_\_\_\_\_
- Does the site have any wetlands? YES (Becker County Has Already Visited the Property)
- Does the site contain any low areas? YES
- Are any springs or seeps present? NO
- Does the site contain any steep slopes? NO Are there any bluffs present? NO
- Do any parties involved in this application have any ownership interest in, or options on, other properties in the vicinity of the project? \_\_\_\_\_

**Brief description of request:**

To Commercially Zone Property. At this time we do not plan to put up a building but would like to store inventory on property and possibly construct a sign on the property. We plan to cut down some of the trees near the road and also plan to tear down vacant building  
*(more information on back)*



<b>PARCEL</b>	
<b>APP</b>	<b>ERTP</b>
<b>YEAR</b>	

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 2<sup>nd</sup> 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.

<b>For Office Use Only</b>		<b>Pull Parcel File When Processing Application</b>	
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:

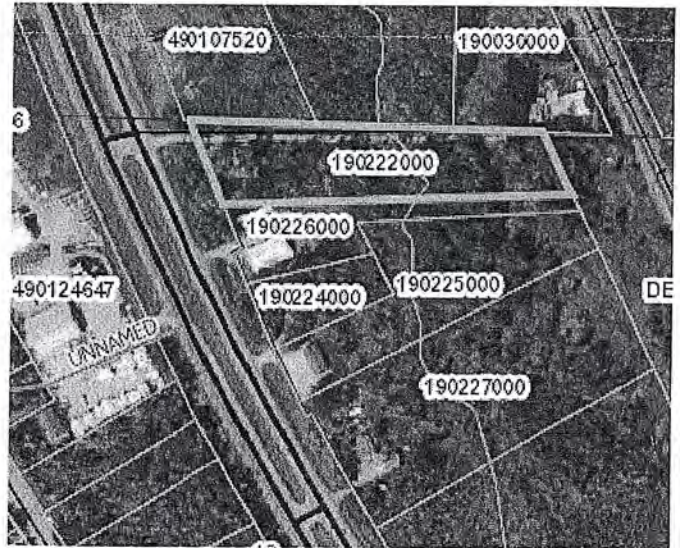


**Becker County Office of the Auditor/Treasurer & Natural Resource Management**  
**Tax-Forfeited Land Sales**  
**Sale Type: Public, Oral Auction**

**Address:** 28955 US HWY 10  
**Parcel Number:** 19.0222.000  
**Legal Description:** 0.70 NW COR OF NE1/4 OF NE ¼ & 2.8 AC IN NE COR LOF  
LOT 1  
SECTION 12 TOWNSHIP 138 RANGE 041  
**Township Name:** LAKE VIEW  
**Acres:** 3.00±

**Brief Description of Property:**

US HWY 10 frontage, Single family dwelling. Assessor's 2017 Estimated Market Value \$82,300.00



Land/Building Value	\$41,900.00
Timber Value	0
<b>Minimum Bid</b>	<b>\$41,900.00</b>

For further information please contact Dan McLaughlin, Land Commissioner at (218) 847-0099 or Auditor/Treasurer's Office at (218) 846-7311.

Or visit our website at [www.co.becker.mn.us](http://www.co.becker.mn.us) Departments>Natural Resources>Tax Forfeited Land Sales; or email [taxforfeitedsale@co.becker.mn.us](mailto:taxforfeitedsale@co.becker.mn.us).

These drawings are neither a legally recorded map nor a survey and are not intended to be used as such. These drawings are a compilation of recorded information and data located in various city, county, state, and federal offices. Becker County is not responsible for any incorrectness herein.





# 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, November 14, 2017 @ 7:00 P.M.**

**3<sup>rd</sup> Floor Jury Assembly Room New Addition-Becker County Courthouse**  
Detroit Lakes, MN 56501

APPLICANT: Donald Heston  
45162 Maple Shores Lane  
Osage, MN 56570

Project Address: 45162 Maple Shores Lane

APPLICATION AND DESCRIPTION OF PROJECT:  
Request a change of zone from agricultural to residential.

LEGAL LAND DESCRIPTION: Tax ID number: **28.0080.000** PT GOVT LOT 1 SEC 15 & PT GOVT LOT 3 SEC 14: COMM SE COR SEC 15, N 1307.66' TO POB; SW 414.50', NWLY 272.49' TO SHELL LK, ELY AL LK 519', S 259.13', SW 19.50' TO POB 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](mailto:zoning@co.becker.mn.us)**

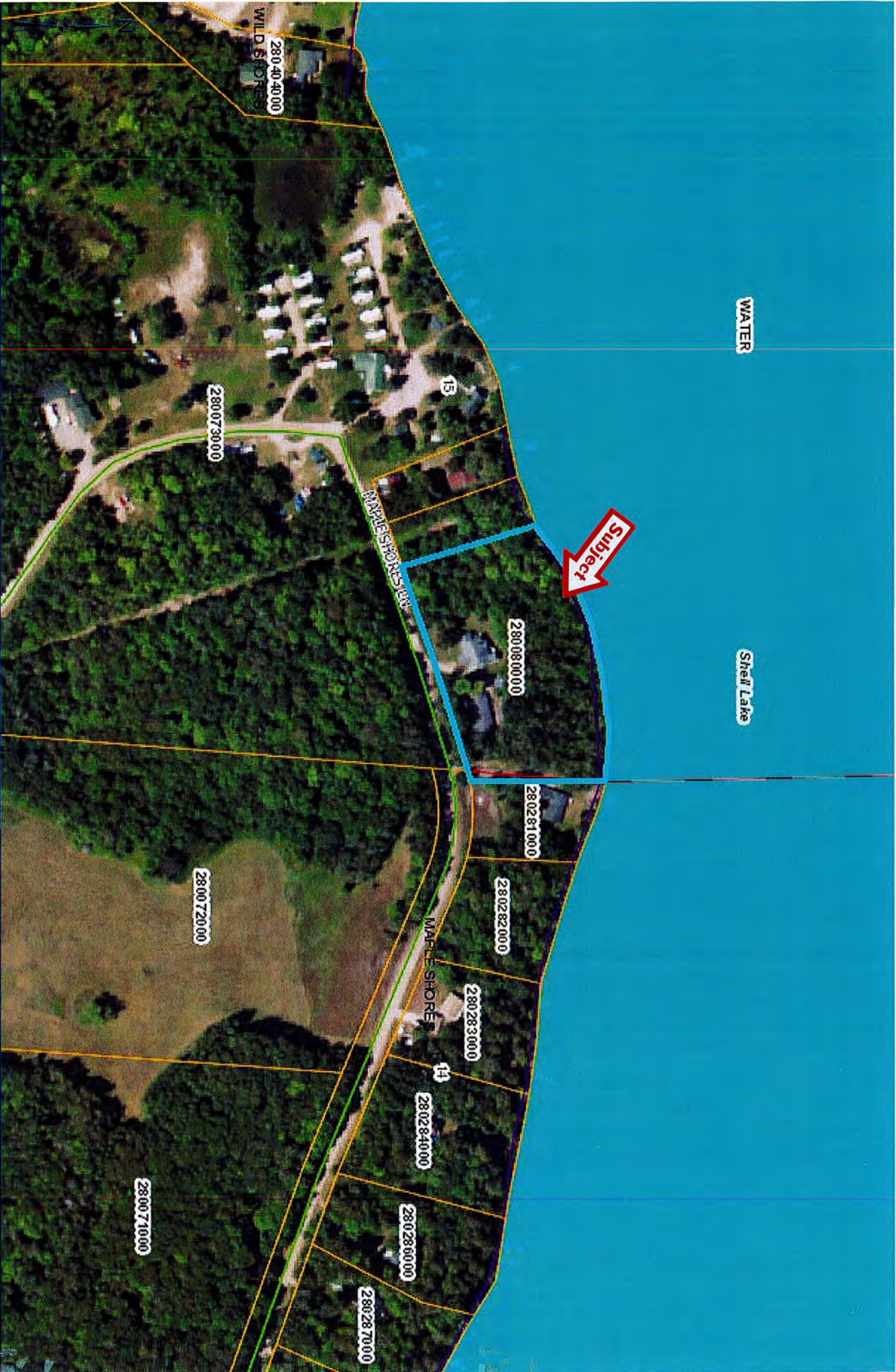
If you have questions about the Project, feel free to call 218-846-7314.

**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.





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.

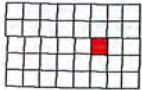
Heston

1:2,953

Date: 10/27/2017







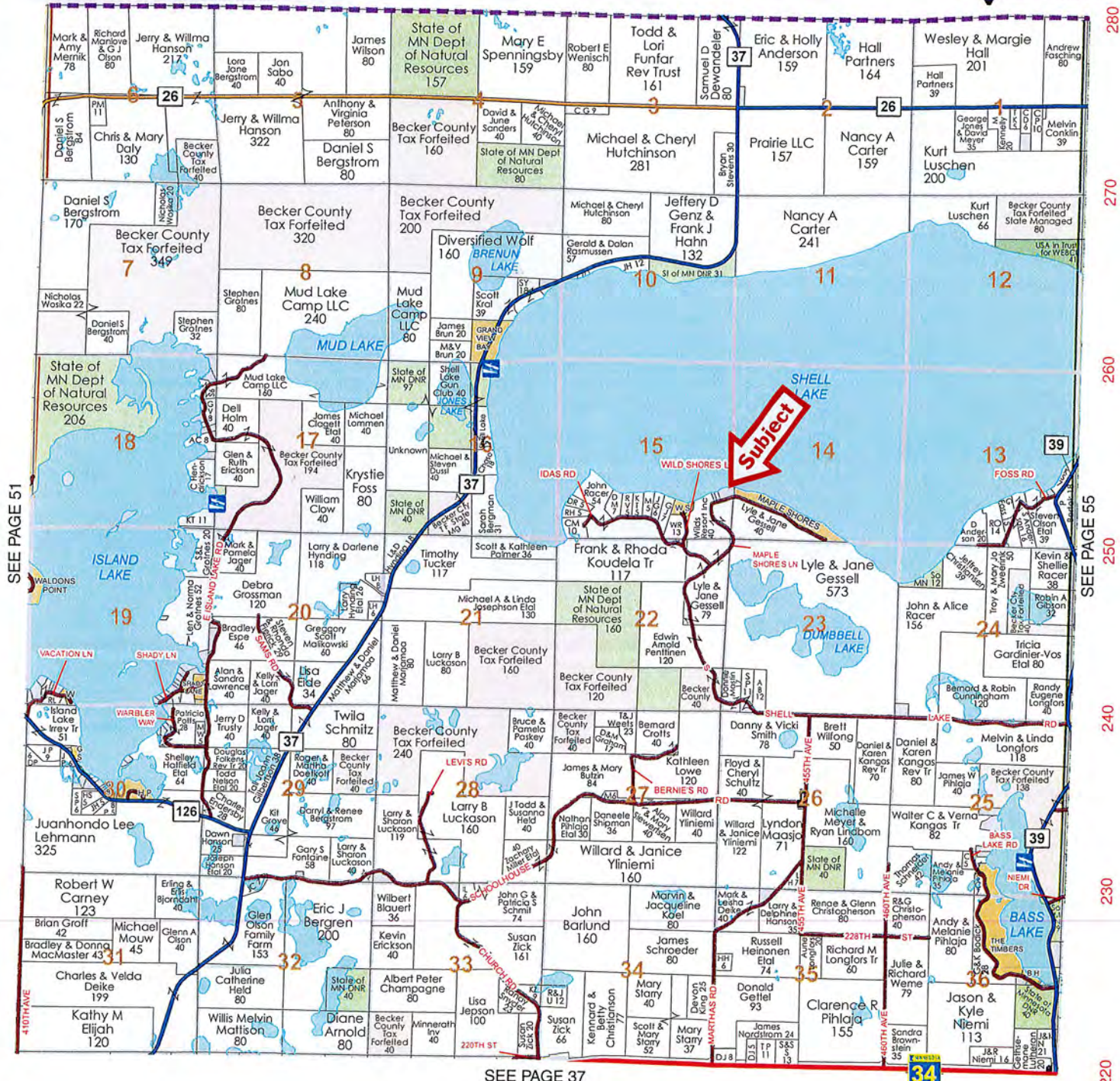
# Shell Lake

# Township 140N - Range 38W

Copyright © 2016 Mapping Solutions

SEE PAGE 69

SEE PAGE 71



SEE PAGE 51

SEE PAGE 55

SEE PAGE 37





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: DONALD HESTON

Applicant's Address: 45162 MAPLE SHARES LANE  
OSAGE, MN 56570

Telephone(s): ~~701-429-4530~~ 701-429-4530 Date of Application: 9/6/17

Signature of Applicant: Donald Heston

Parcel ID Number: 280080000 Project Address: SAA

Legal Description of Project:  
IN G.L.T., SEC 15-140-38 (SEE ATTACHED DEED)

SECTION 1

\*Zone Change For Existing Parcel Number 280080000  
Current Zoning AG Requested Zoning RESIDENTIAL

SECTION 2

\*Certificate Of Survey: Number of Lots 3  
Shoreland (within 1000 ft of lake)  Nonshoreland   
Current Zoning of property AG  
Is a change of zone required?  yes  no  
If yes, change from AG Zone to RESIDENTIAL Zone.  
Total acreage of parcel to be subdivided 3.25 ACRES

\*\*Include a copy of the purchase agreement if applicant is not the owner of the property.

SECTION 3

\*For Preliminary Plat:  
Number of Lots \_\_\_\_\_  
Name of Subdivision \_\_\_\_\_  
Name of Proposed Roads \_\_\_\_\_  
Shoreland (within 1000 ft of lake) \_\_\_\_\_ Non-shoreland \_\_\_\_\_  
Current Zoning of property \_\_\_\_\_  
Is a change of zone required? \_\_\_\_\_ yes \_\_\_\_\_ no  
If yes, change from \_\_\_\_\_ Zone to \_\_\_\_\_ Zone.  
Total acreage of parcel to be subdivided \_\_\_\_\_

\*\*Include a copy of the purchase agreement if applicant is not the property owner.

Date Received 9/7/17 Date Accepted 10-27-17 Authorized Signature [Signature]  
Application Fee 326.00 Notice Fee Recording Fee \_\_\_\_\_ Date Paid \_\_\_\_\_  
Receipt Number \_\_\_\_\_



605073

BECKER COUNTY RECORDER  
STATE OF MINNESOTA  
**Document No. 605073**  
February 7, 2013 at 11:33 AM  
I hereby certify that the within  
instrument was recorded in this office.  
Darlene Maneval, County Recorder  
By \_SKS\_ Deputy

**TRANSFER ON DEATH DEED**  
Unmarried Grantor Owner  
Minn. Stat. 507.071

NO STATE DEED TAX DUE  
Pursuant to Minn. Stat. 287.22 (15)

Date: FEBRUARY 5, 2013

chg  
paid  
well  
non/std  
extra

**Donald C. Heston**, an unmarried person, Grantor Owner, hereby conveys and quit claims to **Donald Anthony Heston, David Charles Heston and Diana Lynn Heston**, Grantee Beneficiaries, as Tenants in Common, effective on the date of death of the Grantor Owner, real property in Becker County, Minnesota, described as follows:

Lot One (1), Block One (1), MAPLE SHORES, according to the certified Plat thereof on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

28.0281

**Identified as Becker County Tax Parcel No. 28.0281.000.**

AND

The Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) (Government Lot 3), Section 31, Township 140, Range 37 except the following described parcel:

05.0186

Commencing at the Southeast corner of Lot One (1) of Basswood Heights plat and thence North 89° 11' East 513.5 feet on and along the East-West Quarter Line of Section 36, Township 140, Range 38 to the center of County State Aid Highway #39; thence North 89° 11' East 69 feet on and along the East-West Quarter Line to the Northwest Corner of Government Lot Three (3) in said Section 31 as the point of beginning; thence North 89° 11' East 567.64 feet, on and along the North line of said Government Lot Three (3); thence South 23° 04' East 545.0 feet; thence South 19° 59' West 460.0 feet; thence South 52° 09' West 415.0 feet; thence North 48° 39' West 408.15 feet to the West line of said Government Lot Three (3); thence North 00° 41' East 910.10 feet on and along the West line to the point of beginning.

Together with an easement for ingress and egress over and across the East Two Rods of the Southwest Quarter of Southwest Quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) (Government Lot 4) Section 31, Township 140, Range 37. Except mineral rights.

**Identified as Becker County Tax Parcel No. 05.0186.000.**

AND

28-0080

That part of Government Lot 1, Section 15, Township 140 North, Range 38 West of the 5<sup>th</sup> P.M. in Becker County, Minnesota, described as follows:

Commencing at the SE corner of said Section 15; thence N. 04°07'21" E. 1307.66 ft. on an assumed bearing along the Easterly line of Section 15 to the point of beginning; thence S. 72°24'00" W. 66.50 ft.; thence N. 03°45'10" W. 295.73 ft. more or less, to the water's edge of Shell Lake; thence Easterly along the water's edge of said Shell Lake to the Easterly line of said Section 15; thence S. 04°07'21" W. 265.00 ft., more or less, to the point of beginning. Contains 0.53 of an acre, more or less (This property may also be referred to as Tract 1A).

**Identified as part of Becker County Tax Parcel No. 28.0080.000.**

AND

28-0080

That part of Government Lot 3 of Section 14, Twp. 140 N., Range 38 West of the 5<sup>th</sup> P.M. in Becker Co., Minnesota, described as follows:

Commencing at the SW corner of said Section 14; thence N. 04°07'21" E. 1307.66 ft. on an assumed bearing along the Westerly line of said Section 14 to the point of beginning; thence continuing N. 04°07'21" E. 258.60 ft. along the Westerly line of said Section 14; thence S. 252.03 ft.; thence S. 72°24'00" W. 19.50 ft. to the point of beginning. Contains 0.05 of an acre. (This property may also be referred to as Tract 1B).

**Identified as part of Becker County Tax Parcel No. 28.0080.000.**

AND

28-0080

That part of Government Lot 1, Section 15, Township 140 N., Range 38 West of the 5<sup>th</sup> Principal Meridian in Becker County, Minnesota described as follows:

Commencing at the Southeast corner of said Section 15; thence North 04°07'21" E. 1307.66 feet on an assumed bearing along the easterly line of said Section 15; thence S. 72°24'00" W. 66.50 feet to the point of beginning; thence continuing S. 72°24'00" W. 87.00 feet; thence N. 06°48'49" West 308.63 feet, more or less, to the water's edge of Shell Lake; thence easterly along the water's edge of said Shell Lake to the intersection with a line bearing N. 03°45'10" W. from the point of beginning; thence S. 03°45'10" E. 295.73 feet more or less to the point of beginning. (This property may also be referred to as Tract 2).

**Identified as part of Becker County Tax Parcel No. 28.0080.000.**

AND

28-0080

That part of Government Lot 1, Section 15, Township 140 N, Range 38 West of the 5<sup>th</sup> Principal Meridian in Becker County, Minnesota described as follows:

Commencing at the Southeast corner or said Section 15; thence North 04°07'21" E. 1307.66 feet on an assumed bearing along the easterly line of said Section 15; thence S. 72°24'00" W. 153.50 feet to the point of beginning; thence continuing S. 72°24'00" W. 67.16 feet; thence S. 70°34'00" West 19.84 feet; thence North 10°05'50" W. 316.54 feet, more or less, to the water's edge of Shell Lake; thence easterly along the water's edge of said Shell Lake to the



intersection with a line bearing N. 06°48'49" W. from the point of beginning; thence S. 06°48'49" E. 308.63 feet more or less to the point of beginning. (This property may also be referred to as Tract 3).

**Identified as part of Becker County Tax Parcel No. 28.0080.000.**

AND

That part of Government Lot 1 of Section 15, Township 140 North, Range 38 West of the 5<sup>th</sup> P.M. in Becker Co., Minn., described as follows: 28-0080

Commencing at the SE corner of said Section 15; thence N. 04°07'21" E. 1307.66 ft. on an assumed bearing along the Easterly line of said Section 15; thence S. 72°24'00" W. 220.66 ft.; thence S. 70°34'00" W. 19.84 ft. to the point of beginning; thence continuing S. 70°34'00" W. 87.00 ft.; thence N. 13°50'42" W. 308.60 ft., more or less, to the water's edge of Shell Lake; thence Northeasterly along the water's edge of said Shell Lake to the intersection with a line bearing N. 10°05'50" W. from the point of beginning; thence S. 10°05'50" E. 316.54 ft., more or less, to the point of beginning. Contains 0.69 acre, more or less. (This property may also be referred to as Tract 4).

**Identified as part of Becker County Tax Parcel No. 28.0080.000.**

AND

That part of Government Lot 1, Section 15, Township 140 North, Range 38 West of the 5<sup>th</sup> P.M. in Becker Co., Minn., described as follows: 28-0080

Commencing at the SE corner of said Section 15, thence N. 04°07'21" E. 1307.66 ft. on an assumed bearing along the Easterly line of said Section 15; thence S. 72°24'00" W. 220.66 ft.; thence S. 70°34'00" W. 106.84 ft. to the point of beginning; thence continuing S. 70°34'00" W. 87.00 ft.; thence N. 16°51'50" W. 272.49 ft., more or less, to the water's edge of Shell Lake; thence Northeasterly along the water's edge of said Shell Lake to the intersection with a line bearing N. 13°50'42" W. from the point of beginning; thence S. 13°50'42" E. 308.60 ft., more or less, to the point of beginning. Contains 0.63 of an acre, more or less.

INCLUDING a 14.00 foot wide perpetual easement for driveway purposes, ingress and egress, the centerline of which is described as follows:

Commencing at the Southeast corner of said Section 15; thence North 04°07'21" East 1307.66 feet on an assumed bearing along the Easterly line of said Section 15; thence South 72°24'00" West 220.66 feet; thence South 70°34'00" West 280.84 feet to a point identified as "Point A;" thence North 70°34'00" East 87.00 feet; thence North 16°51'50" West 118.00 feet to the point of beginning of the easement centerline; thence southwesterly on a straight line to "Point A" where said easement centerline terminates. The sidelines of said easement shall be prolonged or shortened as necessary to intersect with the easterly, southerly and westerly boundaries of the burdened tract.

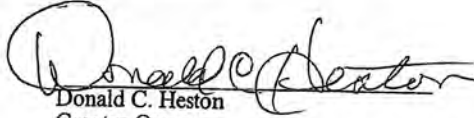
As described in that certain Warranty Deed recorded as document number 543228 in the office of the Becker County Recorder. (This property may also be referred to as Tract 5).

**Identified as part of Becker County Tax Parcel No. 28.0080.000.**

together with all hereditaments and appurtenances belonging thereto. This property is Not Registered (Torrens) property.

If checked, the following optional statement applies:

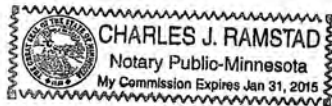
When effective, this instrument conveys any and all interests in the described real property acquired by the Grantor Owner before, on, or after the date of this instrument.


  
Donald C. Heston  
Grantor Owner

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF BECKER )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of FEBRUARY, 2013, by Donald C. Heston, an unmarried person, Grantor Owner.

NOTARIAL STAMP OR SEAL



  
Notary Public  
My commission expires: 1-31-2015

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

Donald C. Heston  
45182 Maple Shores Lane  
Osage, MN 56570

THIS INSTRUMENT WAS DRAFTED BY:

BRIGGS, RAMSTAD & SKOYLES, P.A.  
Charles J. Ramstad  
114 West Holmes, P.O. Box 683  
Detroit Lakes, MN 56502-0683  
(218) 847-5653

*to:*



# CERTIFICATE OF SURVEY

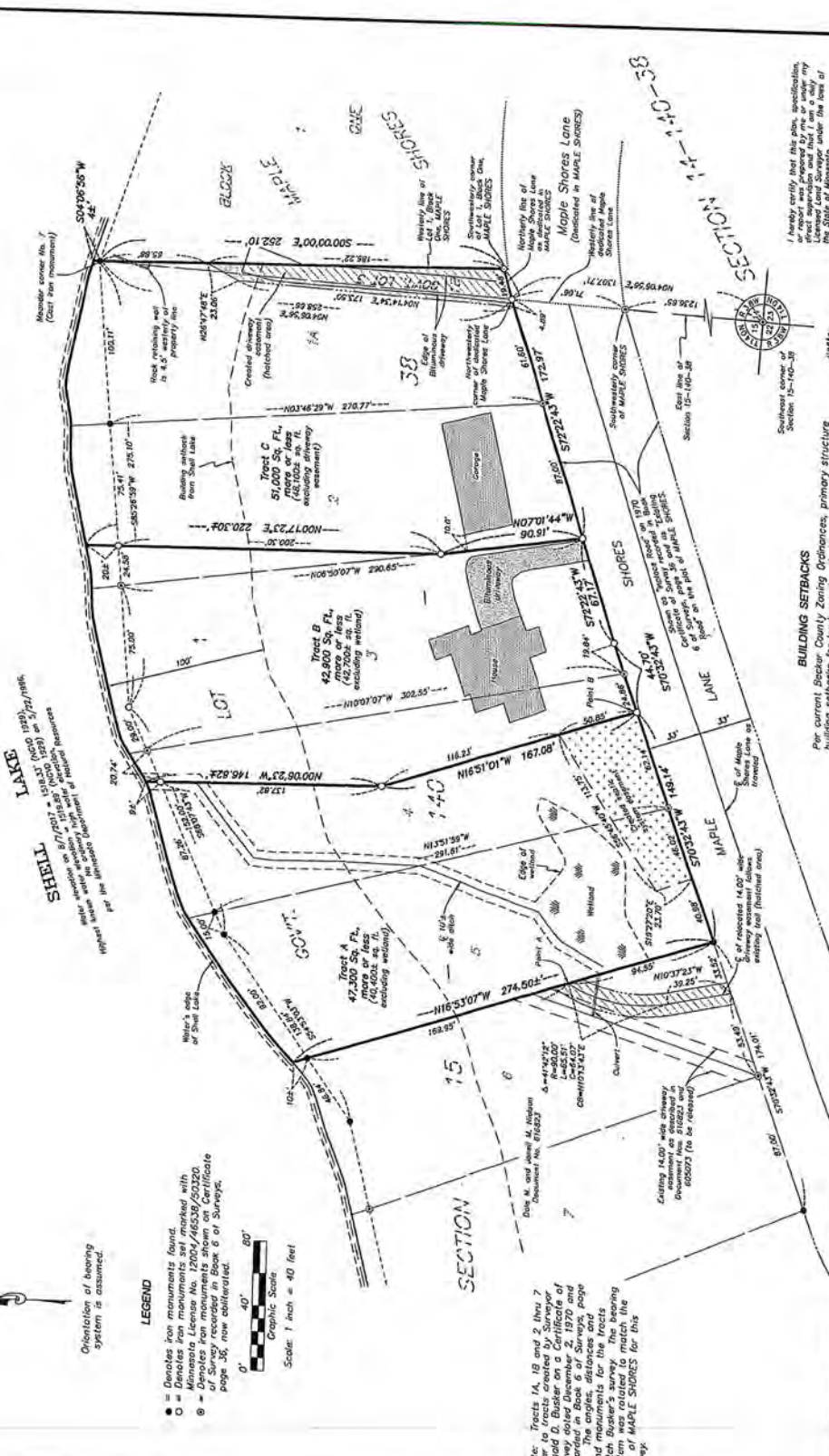
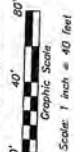
IN GOVERNMENT LOT 1, SECTION 15-140-38  
AND IN GOVERNMENT LOT 3, SECTION 14-140-38  
BECKER COUNTY, MINNESOTA



Orientation of bearing system is assumed.

### LEGEND

- = Denotes iron monuments found.
- = Denotes monuments marked with Minnesota License No. 12004, 1/15/2004.
- ⊙ = Denotes monuments shown on Certificate of Survey recorded in Book 6 of Surveys, page 36, now obliterated.



Note: Tracts 1A, 1B and 2 thru 7 in Government Lot 1, Section 15-140-38, Becker County, Minnesota, were surveyed and recorded in Book 6 of Surveys, page 36, on December 2, 1970 and are shown on the plat of Survey recorded in Book 6 of Surveys, page 36, now obliterated. The bearings and distances found on the plat of Survey match the bearings and distances found on the plat of Survey. The bearing system was related to match the bearings and distances found on the plat of Survey.

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

*Signature: [Illegible]*  
 Surveyor  
 License No. 12004  
 Date: 12-14-20

Building setbacks for land zone agricultural are as follows:  
 Shell Lake (Recreational Development Lake) - 100'  
 Side yard - 10'  
 Maple Shores Lane - 20' from right of way

Per current Becker County Zoning Ordinances, primary structure building setbacks for land zone agricultural are as follows:  
 Shell Lake (Recreational Development Lake) - 100'  
 Side yard - 10'  
 Maple Shores Lane - 20' from right of way

COMP. FILE:	141403838(CCL)
GRID FILE:	141403838(CCL)
DWG. FILE:	141403838(CCL)
COMP. BY:	JAD
DRAWN BY:	JAD

CLIENT:  
 MEADOWLAND SURVEYING, INC.  
 1118 HWY 59 SOUTH, DETROIT LAKES, MN 55501  
 OFFICE: 218-847-4289 FAX: 218-846-1945  
 EMAIL: frontdesk@meadowlandsurveying.com  
 www.meadowlandsurveying.com

**MEADOWLAND SURVEYING, INC.**  
 1118 HWY 59 SOUTH, DETROIT LAKES, MN 55501  
 OFFICE: 218-847-4289 FAX: 218-846-1945  
 EMAIL: frontdesk@meadowlandsurveying.com  
 www.meadowlandsurveying.com