AGENDA

THE AITKIN COUNTY PLANNING COMMISSION WILL ASSEMBLE FOR A HEARING ON JUNE 16, 2025 AT 4:00 P.M.
IN THE BOARD ROOM OF THE AITKIN COUNTY GOVERNMENT CENTER (THIRD FLOOR)
307 SECOND STREET NW, AITKIN, MINNESOTA 56431
THE FOLLOWING ITEMS WILL BE REVIEWED:

1. **Call the meeting to order.**

2. **Roll call.**

3. **Approval of Agenda.**

OLD BUSINESS:

4. Steve Blom, 4566 Hwy 71 NE, Suite 1, Willmar, MN 56201 Requesting a Conditional Use Permit for a planned unit development for a recreational vehicle park, in an area zoned Shoreland (Elm Island Lake). PT LOT 1 BLOCK 5 AS IN DOC 399207 (TRACT A), PT LOT 1 BLOCK 5 AS IN DOC 399208 (TRACT B), AND PT LOT 1 BLOCK 5 AS IN DOC 399209 (TRACT C), SECTION FIFTEEN (15), TOWNSHIP FORTY-SIX (46), RANGE TWENTY-SIX (26), Aitkin County, Minnesota.

APP# 2025-000187

NEW BUSINESS:

5. Township of Shamrock, 49954 Lake Ave, McGregor, MN 55760, Requesting a Rezone from Farm Residential to Commercial. 5 AC IN NW NE, SECTION SIXTEEN (16), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-THREE (23), Aitkin County, Minnesota.

APP# 2025-000207

6. Nalee Vue, 3915 Fallgold Pkwy N, Brooklyn Park, MN 55443, Requesting an Interim Use Permit to operate a Vacation/Short Term Rental in an area zoned Shoreland (Waukenabo Lake). LOT 5 BLK 1 SUNSET KNOLL, SECTION FOURTEEN (14), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-SIX (26), Aitkin County, Minnesota.

APP# 2025-000165

7. Beth Lundgren, 29058 442nd Place, Aitkin, MN 56431, Requesting an Interim Use Permit to operate a Vacation/Short-Term Rental, an an area zoned Shoreland (Farm Island Lake). LOT 10 BLK 3 JOHNSONS POINT, SECTION TWENTY-NINE (29), TOWNSHIP FORTY-SIX (46), RANGE TWENTY-SEVEN (27), Aitkin County, Minnesota.

APP# 2025-000295

8. Brad Alan Jordahl, 1259 130th. Ln. Nw, Coon Rapids, MN 55448, Requesting an Interim Use Permit to operate a Vacation/Short-Term Rental, an an area zoned Shoreland (Hill Lake). PT LOT 1 AS IN DOC 335607 (PARCEL B), SECTION ELEVEN (11), TOWNSHIP FIFTY-TWO (52), RANGE TWENTY-SIX (26), Aitkin County, Minnesota.

APP# 2025-000307

9. Brad Busbey/Anderson Brothers Construction, 11325 Hwy 210 E, Brainerd, MN 56401, Requesting an Interim Use permit to operate a temporary, portable asphalt plant for a public works project, in an area zoned Farm Residential. SE NE LESS R/W AND PT NE SE LYING N OF CO RD 40 AS IN DOC 358071, SECTION TEN (10), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-THREE (23), Aitkin County, Minnesota.

APP# 2025-000291

10. Jason Kadelbach, 48663 216th Place, Mcgregor, MN 55760, Requesting a Conditional Use Permit to allow a residential dwelling and a land surveying office building with living quarters, in an area zoned Commercial. PT OF N 850 FT OF W 2007 FT OF N 1/2 OF NW, LYING EAST OF LINE DESCR IN 480899, SECTION NINETEEN (19), TOWNSHIP FORTY-EIGHT (48), RANGE TWENTY-THREE (23), Aitkin County, Minnesota.

APP# 2025-000306

11. Approval of Minutes, MAY 19, 2025 Planning Commission Meeting.

12. Adjourn.

For more information, contact Planning & Zoning at 218-927-7342 or aitkinpz@co.aitkin.mn.us

AITKIN COUNTY ZONING

AITKIN COUNTY ENVIRONMENTAL SERVICES – PLANNING & ZONING
307 2nd Street NW, Room 219, Aitkin, MN 56431
aitkinpz@aitkincountymn.gov
www.co.aitkin.mn.us
(218) 927-7342

DATE: May 21, 2025

FROM: Andrew Carlstrom, Environmental Services Director – Planning & Zoning Administrator

RE: Elm Island Lake RV Park Application #2025-000187

The Aitkin County Planning Commission held a Public Hearing on May 19, 2025 for a Conditional Use Permit for the above referenced application. The Planning Commission tabled the application in order for the County Board to decide on the need for an Environmental Assessment Worksheet (EAW). The Aitkin County Board of Commissioners will make a decision on the need for an EAW on June 10, 2025.

If the County Board decides not to require an EAW, the application will go back to the Planning Commission for a decision on June 16, 2025, and if the County Board decides to require an EAW the Planning Commission will hear the application after an EAW is processed in accordance with Minnesota Rules chapter 4410.

Any updates or revisions from the applicant will be submitted to Planning & Zoning by May 28th and added to the packet the next day. The Planning Commission packet and public comments are available to the public at the following link:
https://www.dropbox.com/scl/fo/1aqx60omwflz1p01z0lei/AKZ8FkOu-u6QJFFy__d-zgA?rlkey=vnsiqr0p3jdhb0f122d4cm4e9&st=op35kivh&dl=0

To submit a comment on the application, email aitkinpz@aitkincountymn.gov or mail to the address below. Please address comments to the Planning Commission and include your name and mailing address. Comments may be submitted any time until June 13, 2025 at 4:00pm.

If you have any questions, please feel free to contact me at 218-927-7342 or by email at andrew.carlstrom@aitkincountymn.gov.

Timeline:
4/17/25 CUP application submitted
4/30/25 The MN EQB received an EAW Citizen Petition
5/19/25 Planning Commission public hearing- application tabled
5/28/25 Final updates or revisions by applicant
6/10/25 County Board decision on the need for an EAW
6/16/25 Next Planning Commission public hearing, (dependent on County Board decision)

AITKIN COUNTY PLANNING COMMISSION
C/O AITKIN COUNTY PLANNING & ZONING
307 2ND STREET NW, ROOM 219
AITKIN, MINNESOTA 56431
EMAIL: aitkinpz@aitkincountymn.gov

Conditional Use Permit (general) App. # 2025-000187, UID # 213583
App. Status: Pending Review

Aitkin County Planning & Zoning / Environmental Services
307 Second St. NW Room 219, Aitkin, MN 56431
Email: aitkinpz@aitkincountymn.gov
Phone: 218-927-7342
Fax: 218-927-4372

Contact Information

Are you the property owner?	No
Applicant Contact Info:	Name: Steve Blom Phone: (320) 231 - 2844 Email Address: steveb@brssurveys.com Mailing Address: 4566 Hwy 71 NE Suite 1 Willmar, MN MN 56201 5620
Have you had a pre-application meeting with the Planning & Zoning Department?	Yes

Authorized Agent

Please attach the completed authorized agent form.:	Receipt_2025-04-01_172339--___2_Authorized_Agent_Forms_for_Aitkin_county_.pdf
Property Owner Email Address:	rsampson27@mchsi.com

Project Location

Property:

Property Location					Legal Description			Property Attributes	
Parcel Number	**Property Address**	**Township or City Name**	**Owner Name(s)**	**Taxpayer Name(s)**	**Legal Description**	**Plat Name**	**Section-Township-Range**	**Lake Class**	**Lake Name**
24-1-123102		NORDLAND TWP	ELM ISLAND PROPERTIES LLC	ELM ISLAND PROPERTIES LLC	PT LOT 1 BLOCK 5 AS IN DOC 399207 (TRACT A)	KELLARS ADDITION	S:15 T:46 R:26	RD	ELM ISLAND LAKE
24-1-123103		NORDLAND TWP	ELM ISLAND PROPERTIES LLC	ELM ISLAND PROPERTIES LLC	PT LOT 1 BLOCK 5 AS IN DOC 399208 (TRACT B)	KELLARS ADDITION	S:15 T:46 R:26	RD	ELM ISLAND LAKE
24-1-123104		NORDLAND TWP	ELM ISLAND PROPERTIES LLC	ELM ISLAND PROPERTIES LLC	PT LOT 1 BLOCK 5 AS IN DOC 399209 (TRACT C)	KELLARS ADDITION	S:15 T:46 R:26		

Driving directions from Aitkin to Property:	From Aitkin Co P&Z go east on US 169 1.2 miles to 400th Ave, go south on 400th Ave 0.6 mi to State Hwy 47, then go SE'ly on State Hwy 47 0.2 miles to Deer St, then go south on Deer St for 4.5 miles to Oriole Ave, then go east on Oriole Ave for 1.8 miles to site

Brief Narrative

Brief Narrative:	Planning to create a 16 Lot RV Park with individual lot ownership that will have electrical and water services to each lot. The individual lots will also each have their own septic holding tank.
Provide a detailed explanation on why and how this proposal is meeting the Comprehensive Land Use Plan for Aitkin County.:	An association will be formed for the operation of the park. It will consist of officers and a board, as described to you on other paperwork sent to you. Also, included with the paperwork are the RV Park rules and regulations. There will be an association park manager and two assistants that will be in charge of the operations of the park the maintenance of anything that may need to be repaired.
How will this proposal be compatible with existing land uses?	The proposal will be compatible with the existing land as it will allow lot owners to enjoy Elm Island Lake on a seasonal basis. They will be able to enjoy the numerous recreational opportunities in this area and on the lake. All Aitkin County rules and ordinances are being followed.
Is this proposal meeting the Findings of Fact?	Yes

Detailed Operational Plan

Detailed Operational Plan:	Per Dave Rose
If you have already prepared a detailed operational plan, please attach it below:	File 1: Elm_Island_BYLAWS_to_Aitkin_Co.docx File 2: Rules_and_Regs_-_Elm_Island_RV_Resort_-_For_Zoning.pdf

A Scaled Drawing

Attach Scaled Drawing:	File 1: Elm_Design_SUBMITTAL_5.28.25.pdf File 2: Elm_Island_Lake_RV_Park_2025-05-28.pdf File 3: Elm_Island_Lake_RV_Park_Prelim_Dwg_2025-04-10.pdf

Septic Compliance

Is there an existing septic system on the property?	No
If you answered Yes, please attach one of the following: - A current compliance inspection on the existing septic system. - A design for a new/replacement septic system.	File 1: Septic_Design_Letter_-_Oakridge_Const._Updated_4-17-25.pdf

Property Deed

Please attach the property deed(s):	File 1: 399207.pdf File 2: 399208.pdf File 3: 399209.pdf File 4: Commitment_-_Elm_Island_Lake_-_Sampson_Prop.pdf

Additional Info

Attachments (if necessary):	File 1: Elm_Design_2_4.10.25_-_Grading__SWPPP.pdf File 2: Email1_Road.pdf File 3: Email2_Bluff.pdf File 4: Email3_Trees.pdf File 5: Hydrocad_Modeling_4.10.25_Anez_Consulting.pdf File 6: Hydrology_Memo_4.10.25_Anez_Consulting.pdf File 7: Wetland_Delineation_Report_-_Elm_Island_Properties.pdf

Terms

Conditional Use Terms & Conditions

The landowner or authorized agent hereby certifies that to the best of their knowledge the application and supporting documents are a factual representation of the proposed project. The landowner or authorized agent agrees that, in making application, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicant's responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.
Submittal of the above materials does not always constitute a complete application. Other information may be necessary to complete the application based on the type of request and onsite inspection.
The landowner or authorized agent may make application for a Conditional Use permit agreeing to do such work in accordance with all Aitkin County Ordinances. The landowner or authorized agent agrees that the application, site plan, and all other attachments submitted herewith are true and accurate and shall become a part of the permit. The landowner or authorized agent agrees that, in making application for a Conditional Use permit, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicants sole responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.
All corners of the proposed structure(s) need to be staked with visible flags, ribbon, or lathes prior to onsite inspection by Aitkin County.
Conditional Use Permit fees are non-refundable if denied or approved.
I acknowledge that by submitting this application, the application and its attachments are public information.

Invoice #62651 (04/15/2025) Expected Payment Method: Pay Online - Card or ECheck

Charge	Cost	Quantity	Total
Conditional Use Application Fee added 04/11/2025 8:28 AM $650 Flat Fee	$650.00	x 1	$650.00
Recording Fee added 04/11/2025 8:28 AM $46 Flat Fee	$46.00	x 1	$46.00
Grand Total			
		Total	**$696.00**
		Payment 04/15/2025	**$696.00**
		Due	**$0.00**

Conditions of Permit

None

Results (Go to top)
Signature accepted

Approvals

Approval	Signature
Applicant	Steve Blom - 05/29/2025 8:31 AM - witnessed by Shannon Wiebusch d4ab1b2162e423ee1f61b63cd8b70290 18b5e8564bfb6ab72163d3782aeb397b
#1 Admin	Shannon Wiebusch - 05/29/2025 9:38 AM 5f4bc440fd1927ef46a420411343ef43 5091b95f968b3a891293a4b2dedfe258
#2 Planning Commission	

Public Notes

Text:	To be heard again at June 16 Planning Commission meeting, pending decision by County Board on need for EAW. Tabled at May 19, 2025 Planning Commission meeting.
File(s):	File 1: Elm_Island_Properties_Put Elm_Island_Properties_Public_Comments_and_Packet.pdf

Print View

Aitkin County Environmental Services – Planning & Zoning
307 2nd Street NW, Room 219
Aitkin, MN 56431
(P) (218) 927-7342
(F) (218) 927-4372
(E) aitkinpz@co.aitkin.mn.us

AUTHORIZED AGENT FORM

I hereby authorize the agent named below to act as my authorized agent for all public hearing applications and land use permits on property located at:

Parcel Numbers(s):	24-1-123102 / 24-1-123103 / 24-1-123104
E911 Address of Property:	XXXXX - Oriole Ave, Aitkin, MN. 56431

Authorized Agent Information:

Agent name:	Steve Blom

Property Owner Information:

Owner name:	Russell Sampson / Elm Island Prop. LLC	Phone number:	612-865-5501
Email:	rsampson27@mchsi.com		
Property Owner Signature:		Date:	4/1/20

Aitkin County Environmental Services – Planning & Zoning
307 2nd Street NW, Room 219
Aitkin, MN 56431
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AUTHORIZED AGENT FORM

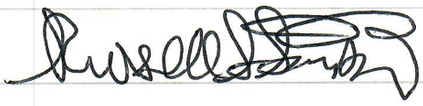
I hereby authorize the agent named below to act as my authorized agent for all public hearing applications and land use permits on property located at:

Parcel Numbers(s):	24-1-123102 / 24-1-123103 / 24-1-123104
E911 Address of Property:	XXXXX - Oriole Ave, Aitkin, MN. 56431

Authorized Agent Information:

Agent name:	Dave Rose

Property Owner Information:

Owner name:	Russell Sampson / Elm Island Prop. LLC	Phone number:	612-865-5501
Email:	rsampson27@mchsi.com		
Property Owner Signature:		Date:	4/1/20

399207 FILED MAR 30 '10 AT 9A M Diane M. Lafferty, County Recorder

NO DELINQUENT TAXES
AND TRANSFER ENTERED
This 30 Day Mar 2010
County Auditor
Deputy

CERTIFICATE OF REAL ESTATE
VALUE ( ) FILED (✓) NOT
REQUIRED CERTIFICATE OF REAL
ESTATE VALUE NO.

Miller/Davis Company © - Minneapolis, MN - (612) 312-1570

QUIT CLAIM DEED
Business Entity to Business Entity (Top 3 inches reserved for recording data)

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2006) (31-M)

DEED TAX DUE: $ **1.65** DATE: **January 22, 2010** *(month/day/year)*

FOR VALUABLE CONSIDERATION, **Elm Island Property, LLC f/k/a Elm Island Properties, LLC** *(insert name of Grantor)*

a **Limited Liability Company** under the laws of **Minnesota**, **("Grantor")**,

hereby conveys and quitclaims to **Elm Island Property, LLC** *(insert name of Grantee)*

a **Limited Liability Company** under the laws of **Minnesota**, **("Grantee")**,

real property in **Aitkin** County, Minnesota, legally described as follows:

→ **See Tract A attached hereto for legal description.**

**** Consideration is less than $500.00. ****

AITKIN COUNTY DEED TAX
No 789 Date 3-30-10
1.65 Dollars
County Treasurer
By Julie Hughes Deputy

Check here if all or part of the described real property is Registered (Torrens) ☐
together with all hereditaments and appurtenances.

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Elm Island Property, LLC f/k/a Elm Island Properties, LLC *(name of Grantor)*

By: _____ *(signature)* **Russell S. Sampson**

Its: **President and Chief Manager** *(type of authority)*

By: _____ *(signature)*

Its: _____ *(type of authority)*

WARNING: UNAUTHORIZED COPYING OF THIS FORM PROHIBITED.

State of **Minnesota**, County of **Aitkin**

This instrument was acknowledged before me on **March 4, 2010** *(month/day/year)*, by **Russell S. Sampson** *(name of authorized signer)*

_____ as **President and Chief Manager** *(type of authority)*

and by _____ *(name of authorized signer)*

as _____ *(type of authority)* of **Elm Island Property, LLC f/k/a Elm Island Properties, LLC** *(name of Grantor)*

(Seal, if any)

Melinda D. Betley
NOTARY PUBLIC
STATE OF MINNESOTA
My Commision Expires 1-31-2014

(signature of notarial officer) **Melinda D. Betley**

Title (and Rank): **Notary Public**

My commission expires: **01/31/2014** *(month/day/year)*

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

Elm Island Property, LLC
c/o Russell S. Sampson
14534 Glendale Ave SE
Prior Lake, MN 55372

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

Heinrich A. Brucker
Ryan Ryan & Brucker
201 Minnesota Avenue North
P.O. Box 388
Aitkin, MN 56431-
218-927-2136
Atty. Reg. No. 025695X (100004) mdb

WARNING: UNAUTHORIZED COPYING OF THIS FORM PROHIBITED.

TRACT A

That part of **Lot 1, Block Five, Kellar's Addition,** according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of said Lot 1; thence South 87 degrees 08 minutes 39 seconds West, on an assigned bearing, along the Southerly line of said Lot 1, a distance of 549.83 feet; thence North 02 degrees 51minutes 21 seconds West, a distance of 288.85 feet, to a point hereby designated and hereafter referred to as POINT "A"; thence North 36 degrees 18 minutes 44 seconds West, a distance of 373.14 feet, to the **actual point of beginning** of the tract of land to be described; thence South 36 degrees 18 minutes 44 seconds East, a distance of 373.14 feet, and returning to said POINT "A"; thence North 44 degrees 15 minutes 59 seconds East, a distance of 400.00 feet; thence South 45 degrees 44 minutes 01 seconds East, along the Easterly line of said Lot 1(the Westerly line of Oriole Avenue), a distance of 75.00 feet; thence South 44 degrees 15 minutes 59 seconds West, a distance of 469.64 feet; thence South 73 degrees 25 minutes 20 seconds West, a distance of 153.54 feet; thence South 87 degrees 08 minutes 39 seconds West, a distance of 364 feet, more or less, to the shoreline of Elm Island Lake; thence Northwesterly, along said shoreline to its intersection with a line bearing South 62 degrees 46 minutes 53 seconds West, from the actual point of beginning; thence North 62 degrees 46 minutes 53 seconds East, a distance of 463 feet, more or less, to the actual point of beginning.

Subject to a Non Exclusive Easement for ingress and egress reserved by grantors, their heirs and assigns across the above described tract and said easement is described as follows:

Beginning at the above described POINT "A"; thence North 44 degrees 15 minutes 59 seconds East, a distance of 400.00 feet; thence South 45 degrees 44 minutes 01 seconds East, a distance of 75.00 feet; thence South 44 degrees 15 minutes 59 seconds West, a distance of 469.64 feet; thence South 73 degrees 25 minutes 20 seconds West, a distance of 153.54 feet; thence South 87 degrees 08 minutes 39 seconds West, a distance of 25.80 feet; thence North 14 degrees 18 minutes 19 seconds West, a distance of 94.09 feet; thence North 73 degrees 37 minutes 18 seconds East, a distance of 199.58 feet, to the point of beginning.

Aitkin County, Minnesota.
(abstract property)

E:/TRACT A - Sampson

Certificate of Survey

Of a part of Lot 1, Block Five, Kellar's Addition,
Aitkin County, Minnesota.

Terry J. Betley
Land Surveyor
Aitkin County Abstract Company Building
112 Third Street Northwest
Aitkin, Minnesota 56431

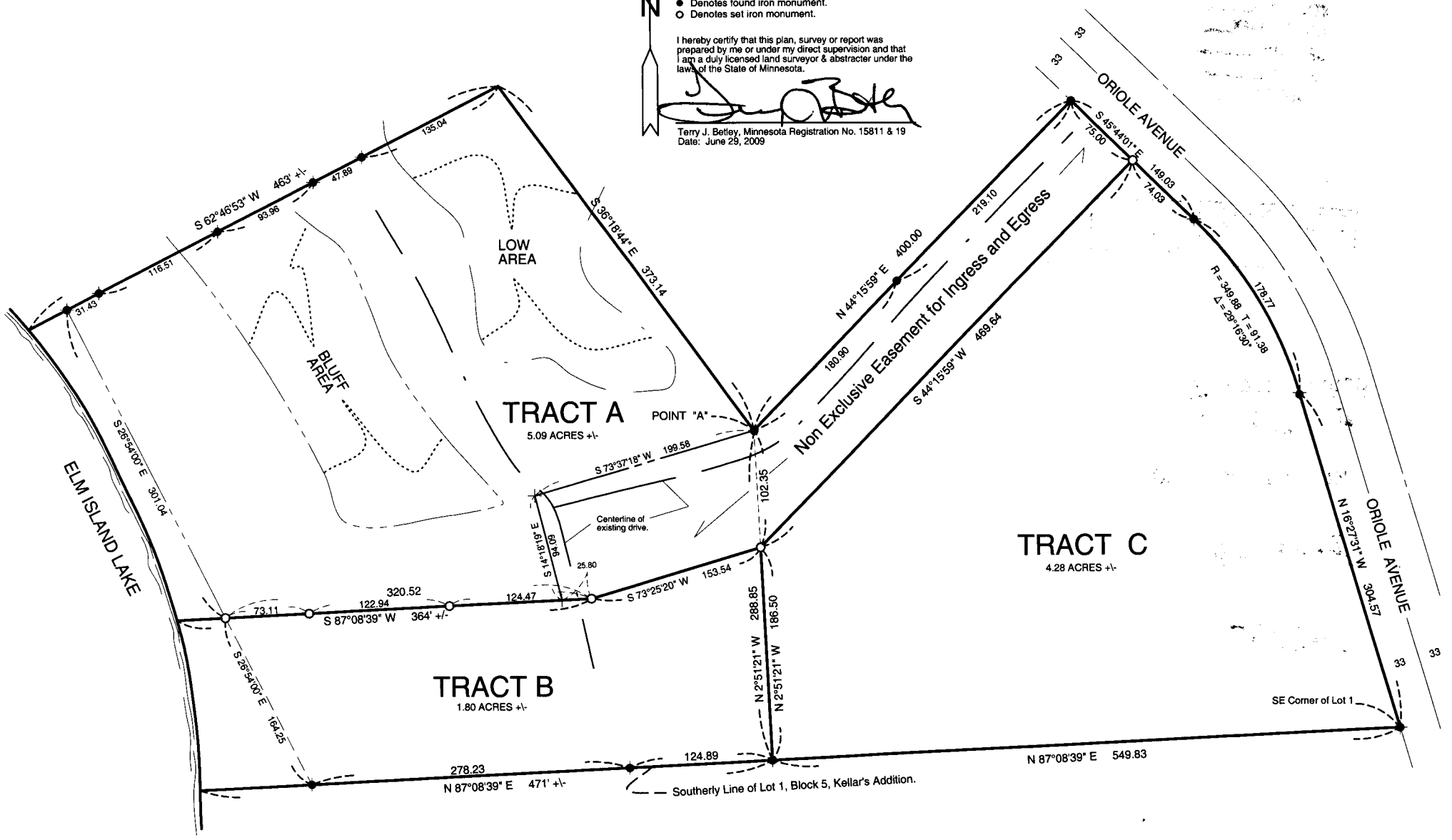
Graphic Scale: 1 inch = 120 feet.
0 20 40 60 80 100 120

N

Bearing Datum is Local Assumed.
● Denotes found iron monument.
○ Denotes set iron monument.

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

Terry J. Betley, Minnesota Registration No. 15811 & 19
Date: June 29, 2009



3
PD 46.00

Ryan, Ryan & Bucker
Aitkin, Mn 56431

3-30-9
(1)

EXCLUDED
EXACT INDEX
GRANTOR
GRANTEE
COMPARED

OFFICE OF COUNTY RECORDER
AITKIN COUNTY, MN
☐ WELL CERTIFICATE RECEIVED
☒ WELL CERTIFICATE NOT REQUIRED

COUNTY RECORDER
AITKIN COUNTY, MINNESOTA
FILED

MAR 30 2010 9 A M

As Doc. No. Diane M. Lafferty

399207

399208 FILED MAR 30 '10 AT 9A M Diane M. Lafferty, County Recorder

NO DELINQUENT TAXES
AND TRANSFER ENTERED
This 30 Day Mar 2010
Kirk Peysar
County Auditor
Elizabeth Harmon
Deputy

CERTIFICATE OF REAL ESTATE VALUE ( ) FILED (✓) NOT REQUIRED CERTIFICATE OF REAL ESTATE VALUE NO

Miller/Davis Company © - Minneapolis, MN - (612) 312-1570

QUIT CLAIM DEED
Business Entity to Business Entity (Top 3 inches reserved for recording data)

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2006) (31-M)

DEED TAX DUE: $ 1.65 DATE: January 22, 2010 *(month/day/year)*

FOR VALUABLE CONSIDERATION, Elm Island Property, LLC f/k/a Elm Island Properties, LLC *(insert name of Grantor)*

a Limited Liability Company under the laws of Minnesota, ("Grantor"),

hereby conveys and quitclaims to Elm Island Property, LLC *(insert name of Grantee)*

a Limited Liability Company under the laws of Minnesota, ("Grantee"),

real property in Aitkin County, Minnesota, legally described as follows:

→ **See Tract B attached hereto for legal description.**

**** Consideration is less than $500.00. ****

AITKIN COUNTY DEED TAX
No 790 Date 3-30-10
1.65 Dollars Paid
Lori Grams
County Treasurer
By Julie Hughes Deputy

Check here if all or part of the described real property is Registered (Torrens) ☐
together with all hereditaments and appurtenances.

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Elm Island Property, LLC f/k/a Elm Island Properties, LLC *(name of Grantor)*

By: *(signature)* Russell S. Sampson

Its: President and Chief Manager *(type of authority)*

By: *(signature)*

Its: *(type of authority)*

WARNING: UNAUTHORIZED COPYING OF THIS FORM PROHIBITED.

State of **Minnesota**, County of **Aitkin**

This instrument was acknowledged before me on **March 4, 2010** *(month/day/year)*, by **Russell S. Sampson** *(name of authorized signer)*

_____ as **President and Chief Manager** *(type of authority)*

and by _____ *(name of authorized signer)*

as _____ *(type of authority)* of **Elm Island Property, LLC f/k/a Elm Island Properties, LLC** *(name of Grantor)*

(Seal, if any)

Melinda D. Betley
NOTARY PUBLIC
STATE OF MINNESOTA
My Commision Expires 1-31-2014

(signature of notarial officer) **Melinda D. Betley**

Title (and Rank): **Notary Public**

My commission expires: **01/31/2014** *(month/day/year)*

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

Elm Island Property, LLC
c/o Russell S. Sampson
14534 Glendale Ave SE
Prior Lake, MN 55372

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

Heinrich A. Brucker
Ryan Ryan & Brucker
201 Minnesota Avenue North
P.O. Box 388
Aitkin, MN 56431-
218-927-2136
Atty. Reg. No. 025695X (100004) mdb

WARNING: UNAUTHORIZED COPYING OF THIS FORM PROHIBITED.

TRACT B

That part of **Lot 1, Block Five, Kellar's Addition,** according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of said Lot 1; thence South 87 degrees 08 minutes 39 seconds West, on an assigned bearing, along the Southerly line of said Lot 1, a distance of 549.83 feet; thence North 02 degrees 51 minutes 21 seconds West, a distance of 288.85 feet, to a point hereby designated and hereafter referred to as POINT "A"; thence South 02 degrees 51minutes 21 seconds East, a distance of 102.35 feet; thence South 73 degrees 25 minutes 20 seconds West, a distance of 153.54 feet, to the **actual point of beginning** of the tract of land to be described; thence North 73 degrees 25 minutes 20 seconds East, a distance of 153.54 feet; thence South 02 degrees 51 minutes 21 seconds East, a distance of 186.50 feet; thence South 87 degrees 08 minutes 39 seconds West, along said Southerly line of Lot 1, a distance of 471 feet, more or less, to the shoreline of Elm Island Lake; thence Northwesterly, along said shoreline, to its intersection with a line bearing South 87 degrees 08 minutes 39 seconds West, from the actual point of beginning; thence North 87 degrees 08 minutes 39 seconds East, a distance of 364 feet, more or less, to the actual point of beginning.

Together with and Subject to a Non Exclusive Easement for ingress and egress across a part of said Lot 1 and said easement is described as follows:

Beginning at the above described POINT "A"; thence North 44 degrees 15 minutes 59 seconds East, a distance of 400.00 feet; thence South 45 degrees 44 minutes 01 seconds East, a distance of 75.00 feet; thence South 44 degrees 15 minutes 59 seconds West, a distance of 469.64 feet; thence South 73 degrees 25 minutes 20 seconds West, a distance of 153.54 feet; thence South 87 degrees 08 minutes 39 seconds West, a distance of 25.80 feet; thence North 14 degrees 18 minutes 19 seconds West, a distance of 94.09 feet; thence North 73 degrees 37 minutes 18 seconds East, a distance of 199.58 feet, to the point of beginning.

Aitkin County, Minnesota.
(abstract property)

Certificate of Survey

Of a part of Lot 1, Block Five, Kellar's Addition,
Aitkin County, Minnesota.

Terry J. Betley
Land Surveyor
Aitkin County Abstract Company Building
112 Third Street Northwest
Aitkin, Minnesota 56431

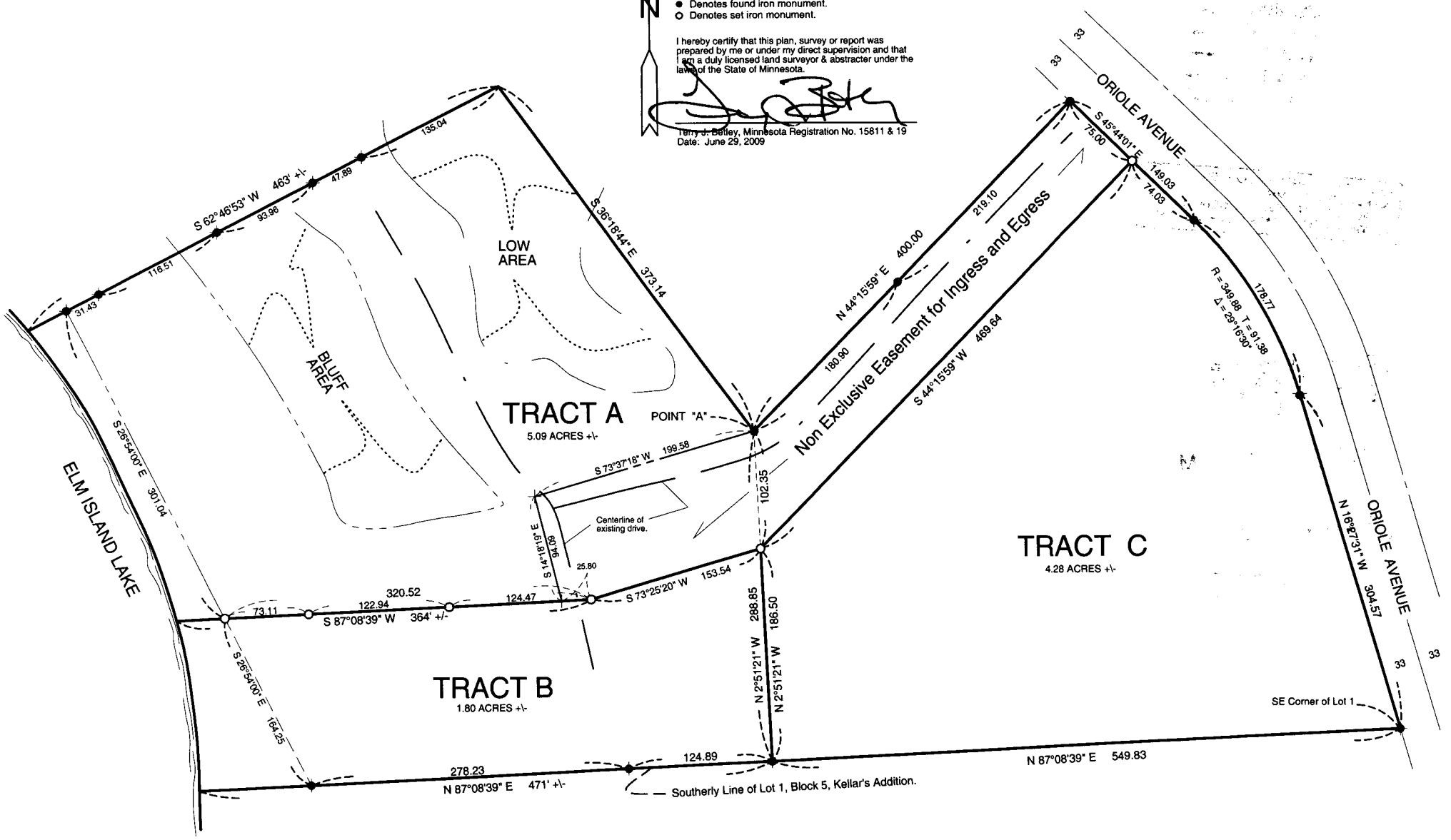
Graphic Scale: 1 inch = 120 feet.
0 20 40 60 80 100 120

N

Bearing Datum is Local Assumed.
● Denotes found iron monument.
○ Denotes set iron monument.

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

Terry J. Betley, Minnesota Registration No. 15811 & 19
Date: June 29, 2009



3
PR 46.00

Ryan, Ryan + Bruckner
Aitkin, Mn 56431

3-30-9
(2)

EXCLUDED
EXACT INDEX
GRANTOR
GRANTEE
COMPARED

OFFICE OF COUNTY RECORDER
AITKIN COUNTY, MN
☐ WELL CERTIFICATE RECEIVED
☒ WELL CERTIFICATE NOT REQUIRED

COUNTY RECORDER
AITKIN COUNTY, MINNESOTA
FILED

MAR 30 2010 9 A M

As Doc. No. Diane M. Lafferty

399208

399209 FILED MAR 30 '10 AT 9 A M Diane M. Lafferty, County Recorder

NO DELINQUENT TAXES
AND TRANSFER ENTERED
This 30 Day Mar 2010
County Auditor
Deputy

CERTIFICATE OF REAL ESTATE
VALUE ( ) FILED ( ) NOT
REQUIRED CERTIFICATE OF REAL
ESTATE VALUE NO

Millecs Miller/Davis Company © - Minneapolis, MN - (612) 312-1570

QUIT CLAIM DEED
Business Entity to Business Entity (Top 3 inches reserved for recording data)

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2006) (31-M)

DEED TAX DUE: $ **1.65** DATE: **January 22, 2010** *(month/day/year)*

FOR VALUABLE CONSIDERATION, **Elm Island Property, LLC f/k/a Elm Island Properties, LLC** *(insert name of Grantor)*

a **Limited Liability Company** under the laws of **Minnesota**, **("Grantor")**,

hereby conveys and quitclaims to **Elm Island Property, LLC** *(insert name of Grantee)*

a **Limited Liability Company** under the laws of **Minnesota**, **("Grantee")**,

real property in **Aitkin** County, Minnesota, legally described as follows:

See Tract C attached hereto for legal description.

**** Consideration is less than $500.00. ****

AITKIN COUNTY DEED TAX
No 791 Date 3-30-10
1.65 Dollars
Lori Sloan
County Treasurer
By Judi Hughes

Check here if all or part of the described real property is Registered (Torrens) ☐
together with all hereditaments and appurtenances.

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Elm Island Property, LLC f/k/a Elm Island Properties, LLC *(name of Grantor)*

By: *(signature)* **Russell S. Sampson**

Its: **President and Chief Manager** *(type of authority)*

By: *(signature)*

Its: *(type of authority)*

WARNING: UNAUTHORIZED COPYING OF THIS FORM PROHIBITED.

State of **Minnesota**, County of **Aitkin**

This instrument was acknowledged before me on **March 4, 2010** *(month/day/year)*, by **Russell S. Sampson** *(name of authorized signer)*

_____ as **President and Chief Manager** *(type of authority)*

and by _____ *(name of authorized signer)*

as _____ *(type of authority)* of **Elm Island Property, LLC f/k/a Elm Island Properties, LLC** *(name of Grantor)*

(Seal, if any)

Melinda D. Betley
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires 1-31-2014

(signature of notarial officer) **Melinda D. Betley**

Title (and Rank): **Notary Public**

My commission expires: **01/31/2014** *(month/day/year)*

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

Elm Island Property, LLC
c/o Russell S. Sampson
14534 Glendale Ave SE
Prior Lake, MN 55372

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

Heinrich A. Brucker
Ryan Ryan & Brucker
201 Minnesota Avenue North
P.O. Box 388
Aitkin, MN 56431-
218-927-2136
Atty. Reg. No. 025695X (100004) mdb

WARNING: UNAUTHORIZED COPYING OF THIS FORM PROHIBITED.

TRACT C

That part of **Lot 1, Block Five, Kellar's Addition,** according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of said Lot 1; thence South 87 degrees 08 minutes 39 seconds West, on an assigned bearing, along the Southerly line of said Lot 1, a distance of 549.83 feet; thence North 02 degrees 51 minutes 21 seconds West, a distance of 288.85 feet, to a point hereby designated and hereafter referred to as POINT "A"; thence South 02 degrees 51minutes 21 seconds East, a distance of 102.35 feet, to the **actual point of beginning** of the tract of land to be described; thence South 02 degrees 51 minutes 21 seconds East, a distance of 186.50 feet; thence North 87 degrees 08 minutes 39 seconds East, along said Southerly line of Lot 1, a distance of 549.83 feet, to the Southeast corner thereof; thence Northwesterly, along the Easterly line of said Lot 1(the Westerly line of Oriole Avenue), to its intersection with a line bearing North 44 degrees 15 minutes 59 seconds East, from the actual point of beginning; thence South 44 degrees 15 minutes 59 seconds West, a distance of 469.64 feet, to the actual point of beginning.

Together with and Subject to a Non Exclusive Easement for ingress and egress across a part of said Lot 1 and said easement is described as follows:

Beginning at the above described POINT "A"; thence North 44 degrees 15 minutes 59 seconds East, a distance of 400.00 feet; thence South 45 degrees 44 minutes 01 seconds East, a distance of 75.00 feet; thence South 44 degrees 15 minutes 59 seconds West, a distance of 469.64 feet; thence South 73 degrees 25 minutes 20 seconds West, a distance of 153.54 feet; thence South 87 degrees 08 minutes 39 seconds West, a distance of 25.80 feet; thence North 14 degrees 18 minutes 19 seconds West, a distance of 94.09 feet; thence North 73 degrees 37 minutes 18 seconds East, a distance of 199.58 feet, to the point of beginning.

Aitkin County, Minnesota.
(abstract property)

Certificate of Survey

Of a part of Lot 1, Block Five, Kellar's Addition,
Aitkin County, Minnesota.

Terry J. Betley
Land Surveyor
Aitkin County Abstract Company Building
112 Third Street Northwest
Aitkin, Minnesota 56431

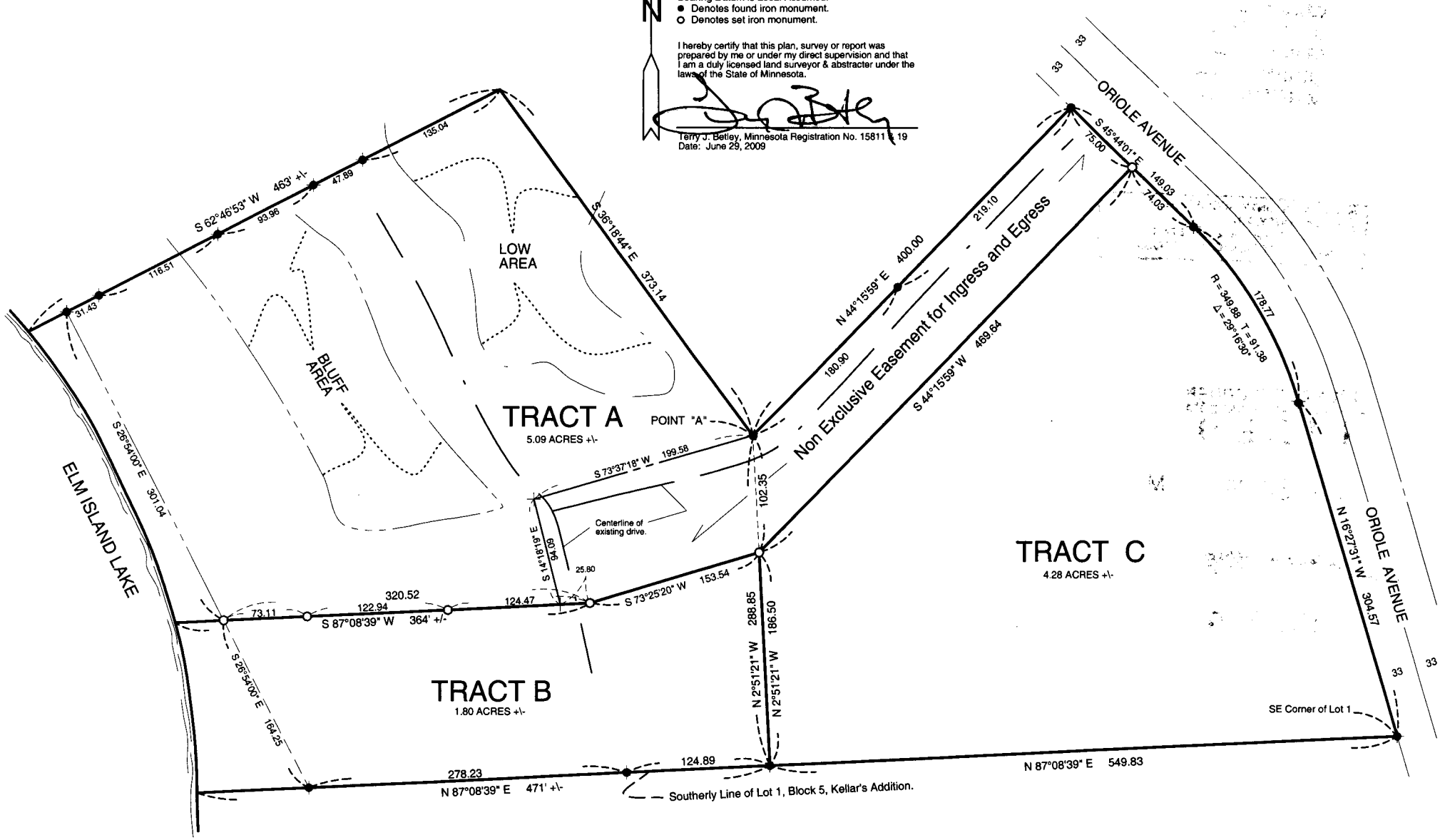
Graphic Scale: 1 inch = 120 feet.
0 20 40 60 80 100 120

N

Bearing Datum is Local Assumed.
● Denotes found iron monument.
○ Denotes set iron monument.

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

Terry J. Betley, Minnesota Registration No. 15811 on 19
Date: June 29, 2009



3
Pd 46.00

Ryan, Ryan + Bruckner
Aitkin, MN 56431

3-30-9
CC
(3)

EXECUTED
EXACT INDEX ✓
GRANTOR
GRANTEE
COMPARED

OFFICE OF COUNTY RECORDER
AITKIN COUNTY, MN
☐ WELL CERTIFICATE RECEIVED
☒ WELL CERTIFICATE NOT REQUIRED

COUNTY RECORDER
AITKIN COUNTY, MINNESOTA
FILED

MAR 30 2010 9 AM

As Doc. No. Diane M. Lafferty

399209

Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Aitkin County Abstract Company
Issuing Office: 112 3rd Street NW, Aitkin, MN 56431
Issuing Office's ALTA® Registry ID: 0001507
Commitment No.: 25-1087-1
Issuing Office File No.: 25-1087
Property Address: XXXXX - Oriole Ave, Aitkin, MN 56431

SCHEDULE A

1. Commitment Date: March 26, 2025 at 07:00 AM

2. Policy to be issued:

a. ALTA Owner's Policy (2021)
Proposed Insured: TO BE DETERMINED
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Elm Island Property, LLC

5. The Land is described as follows:

See Exhibit A attached hereto

FIDELITY NATIONAL TITLE INSURANCE COMPANY

_____
Aitkin County Abstract Company

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

6. "Gap" coverage will only be provided to insureds who close with Old Republic National Title Insurance Company or one of its policy-issuing agents. Old Republic National Title Insurance Company will provide insurance coverage, subject to the terms of the title insurance policy, for any documents recorded with the County Recorder or Registrar of Title for the period of time between the effective date of the title insurance commitment and the date of recording of the closing documents provided the closing occurs with Old Republic National Title Insurance Company or one of its policy-issuing agents.

7. We require that standard forms of affidavit and affidavits be furnished us at closing.

8. Identification will be required from all parties required to sign documents at closing.

9. Aitkin County Abstract Company requires all proceeds to be "Collected Funds". Proceeds must be received by wire and credited to Aitkin County Abstract Company's escrow bank account, before the closing can be completed and funds disbursed.

10. Requirements are to be determined.

11. This title insurance commitment is issued for informational purposes only and is not intended to be an obligation to insure. All liability under this Commitment shall cease or terminate six months after the effective date hereof or when a policy is issued, whichever first occurs. If a policy is desired, please contact Aitkin County Abstract Company for a title insurance quote and possible further requirements.

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special assessments which are not shown as existing liens by the Public Records.

7. Facts which would be disclosed by a comprehensive survey of the premises herein described.

8. Rights and claims of parties in possession.

9. Mechanics', Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.

10. Easements or claims of easements not shown by the public records.

11. Parcel No. 24-1-123102.
Real estate taxes payable in 2025 and in subsequent years.
Real estate taxes payable in 2025 are $1,596.00 and are unpaid.
NOTE: There are no delinquent taxes of record.

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AMERICAN LAND TITLE ASSOCIATION

12. Parcel No. 24-1-123103.
Real estate taxes payable in 2025 and in subsequent years.
Real estate taxes payable in 2025 are $764.00 and are unpaid.
NOTE: There are no delinquent taxes of record.

13. Parcel No. 24-1-123104.
Real estate taxes payable in 2025 and in subsequent years.
Real estate taxes payable in 2025 are $170.00 and are unpaid.
NOTE: There are no delinquent taxes of record.

14. Special assessments hereafter levied. NOTE: We find no special assessments now pending or levied against these premises.

15. Rights of the public and the State of Minnesota to use that part of the premises which lies below the natural high-water mark of Elm Island Lake.

16. Riparian rights are neither guaranteed nor insured.

17. A portion of the property contains wetlands, which may be subject to federal, state or local regulation. The right to use or improve these wetlands is excepted herein.

18. Minerals and mineral rights have been reserved by former owners.

19. Easement dated October 5, 1989, filed January 29, 1991, as Document No. 265329 granting to Mille Lacs Electric Cooperative the right to construct, reconstruct, operate, excavate, repair and maintain an electric distribution line or system.

20. Rights of the public in and to the northeasterly boundary line of the insured premises taken for roadway purposes as evidenced by Township Resolution filed as Document No. 237785.

21. Subject to covenants, conditions and restrictions as set forth in Declaration of Restrictions, dated September 18, 1981, filed October 2, 1981 as Document No. 213696. (No forfeiture provision) (Pertains to the Plat of Kellar's Addition)

22. Easements for utility and drainage as shown on the recorded plat, if any.

23. Terms and conditions of an easement in Quit Claim Deed's recorded as Document No's. 399207, 399208 & 399209

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Fidelity National Title Insurance Company

EXHIBIT A

The Land is described as follows:

That part of Lot 1, Block Five, Kellar's Addition, according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of said Lot 1; thence South 87 degrees 08 minutes 39 seconds West, on an assigned bearing, along the Southerly line of said Lot 1, a distance of 549.83 feet; thence North 02 degrees 51 minutes 21 seconds West, a distance of 288.85 feet, to a point hereby designated and hereafter referred to as POINT “A"; thence North 36 degrees 18 minutes 44 seconds West, a distance of 373.14 feet, to the **actual point of beginning** of the tract of land to be described; thence South 36 degrees 18 minutes 44 seconds East, a distance of 373.14 feet, and returning to said POINT "A"; thence North 44 degrees 15 minutes 59 seconds East, a distance of 400.00 feet; thence South 45 degrees 44 minutes 01 seconds East, along the Easterly line of said Lot 1 (the Westerly line of Oriole Avenue), a distance of 75.00 feet; thence South 44 degrees 15 minutes 59 seconds West, a distance of 469.64 feet; thence South 73 degrees 25 minutes 20 seconds West, a distance of 153.54 feet; thence South 87 degrees 08 minutes 39 seconds West, a distance of 364 feet, more or less, to the shoreline of Elm Island Lake; thence Northwesterly, along said shoreline to its intersection with a line bearing South 62 degrees 46 minutes 53 seconds West, from the actual point of beginning; thence North 62 degrees 46 minutes 53 seconds East, a distance of 463 feet, more or less, to the actual point of beginning.

AND

That part of Lot 1, Block Five, Kellar's Addition, according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of said Lot 1; thence South 87 degrees 08 minutes 39 seconds West, on an assigned bearing, along the Southerly line of said Lot 1, a distance of 549.83 feet; thence North 02 degrees 51 minutes 21 seconds West, a distance of 288.85 feet, to a point hereby designated and hereafter referred to as POINT "A"; thence South 02 degrees 51minutes 21 seconds East, a distance of 102.35 feet; thence South 73 degrees 25 minutes 20 seconds West, a distance of 153.54 feet, to the actual point of beginning of the tract of land to be described; thence North 73 degrees 25 minutes 20 seconds East, a distance of 153.54 feet; thence South 02 degrees 51 minutes 21 seconds East, a distance of 186.50 feet; thence South 87 degrees 08 minutes 39 seconds West, along said Southerly line of Lot 1, a distance of 471 feet, more or less, to the shoreline of Elm Island Lake; thence Northwesterly, along said shoreline, to its intersection with a line bearing South 87 degrees 08 minutes 39 seconds West, from the actual point of beginning; thence North 87 degrees 08 minutes 39 seconds East, a distance of 364 feet, more or less, to the actual point of beginning.

AND

That part of Lot 1, Block Five, Kellar's Addition, according to the recorded plat thereof, described as follows:

Commencing at the Southeast corner of said Lot 1; thence South 87 degrees 08 minutes 39 seconds West, on an assigned bearing, along the Southerly line of said Lot 1, a distance of 549.83 feet; thence North 02 degrees 51 minutes 21 seconds West, a distance of 288.85 feet, to a point hereby designated and hereafter referred to as POINT "A"; thence South 02 degrees 51minutes 21 seconds East, a distance of 102.35 feet, to the actual point of beginning of the tract of land to be described; thence South 02 degrees 51 minutes 21 seconds East, a distance of 186.50 feet; thence North 87 degrees 08 minutes 39 seconds East, along said Southerly line of Lot 1, a distance of 549.83 feet, to the Southeast corner thereof; thence Northwesterly, along the Easterly line of said Lot 1 (the Westerly line of Oriole Avenue), to its intersection with a line bearing North 44 degrees 15 minutes 59 seconds East, from the actual point of beginning; thence South 44 degrees 15 minutes 59 seconds West, a distance of 469.64 feet, to the actual point of beginning.

Aitkin County, Minnesota
(Abstract)

BYLAWS
OF
ELM ISLAND LAKE RV PARK

ARTICLE I
Offices

Section 1. Principal Executive Office. The principal executive office of the Association shall be in the City of Prior Lake, County of Scott, Minnesota.

Section 2. Registered Office. The location. and address of the registered office of the Association is 14534 Glendale Ave. SE., Prior Lake, M N 55372. The registered office need not be identical with the principal executive office of the association and may be changed from time to time by the Board of Directors.

Section 3. 0ther Offices. The association may have other offices at such places within and without the State of Minnesota as the Board of Directors may determine from time to time.

Section 4. Purpose. The purpose of the association is to hold and convey interests in the Association, including a Proprietary Campsite Use Agreement. Said interests shall consist of 16 units/Campsites in the association, along with a Proprietary Campsite Use Agreement for each member of the Association.

ARTICLE II Meetings
of Members

Section 1. Place of Meeting. All meetings of the Members of this association shall be held at its principal executive office unless some other place for any such meeting within or without the State of Minnesota is designated by the Board of Directors in the notice of meeting. Any regular or special meeting of the Members of the association called by or held pursuant to a written demand of Members shall be held in the county where the principal executive office of the association is located.

Section 2. Regular Meetings. Regular meetings of the Members of this association may be held at the discretion of the Board of Directors on an annual or less frequent periodic basis on such dates and at such times and places as may be designated by the Board of Directors in the

notices of meeting. At regular meetings the Members shall elect a Board of Directors and transact such other business as may be appropriate for action by Members. If a regular meeting of Members has not been held for a period of fifteen (15) months, one or more Members holding not less than three percent (3%) of the voting power of all Lots of the association entitled to vote may call a regular meeting of Members by delivering to the chief executive officer or chief financial officer a written demand for a regular meeting. Within thirty (30) days after
the receipt

of such a written demand by the chief executive officer or chief financial officer, the Board of Directors shall cause a regular meeting of Members to be called and held on notice no later than ninety (90) days after the receipt of such written demand, all at the expense of the cooperative.

Section 3. Special Meetings. Special meetings of the Members, for any purpose or purposes appropriate for action by Members, may be called by the chief executive officer, by the acting chief executive officer in the absence of the chief executive officer, by the chief financial officer, or by the Board of Directors or any two or more members thereof. Such meeting shall be held on such date and at such time and place as shall be fixed by the person or persons calling the meeting and designated in the notice of meeting. A special meeting may also be called by one or more Members holding ten percent (10%) or more of the voting power of all Lots of the associative entitled to vote, except that a special meeting for the purpose of considering any action to directly or indirectly facilitate or effect a business combination, including any action to change or otherwise affect the composition of the Board of Directors for that purpose, must be called by Members holding twenty-five percent (25%} or more of the voting power of all Lots entitled to vote.
The Members calling such meetings shall deliver to the chief executive officer or chief financial officer a written demand for a special meeting, which demand shall contain the purposes of the meeting. Within thirty (30) days after the receipt of such a written demand for a special meeting of Members by the chief executive officer or chief financial officer, the Board of Directors shall cause a special meeting of Members to be called and held on notice no later than ninety (90) days after the receipt of such written demand, all at
the expense of the association. Business transacted at any special meeting of Members shall be limited to the purpose or purposes stated in the notice of meeting. Any business transacted at any special meeting of Members that is not included among the stated purposes of such meeting shall be voidable by or on behalf of the cooperative unless all of the Members have waived notice of the meeting.

Section 4. Notice of Meetings. Except where a meeting of Members is an adjourned meeting and the date, time, and place of such meeting were announced at the time of adjournment, notice of all meetings of Members stating the date, time, and place thereof, and any

other information required by law or desired by the Board of Directors or by such other person or persons calling the meeting, and in the case of special meetings, the purpose thereof, shall be given to each Member of record entitled to vote at such meeting not less than three (3) nor more than sixty (60) days prior to the date of such meeting. If a plan of merger or exchange or the sale or other disposition of all or substantially all of the assets of the association is to be considered at a meeting of Members, notice of such meeting shall be given to every Member, whether or not entitled to vote. The notice of meeting at which there is to be considered a proposal to adopt a plan of merger or exchange or the sale or other disposition of all or substantially all of the assets of the association shall be given not less than fourteen (14) days prior to the date of such meeting, shall state the purpose of such meeting, and, where a plan of merger or exchange is to be considered, shall include a copy or a short description of the plan.

Notices of meeting shall be given to each Member entitled thereto by oral communication, by mailing a copy thereof to such Member at an address designated by such Member or to the last known address of such Member, by handing a copy thereof to such Member, or by any other delivery that conforms to law. Notice by mail shall be deemed given when deposited in the United States mail with sufficient postage affixed. Notice shall be deemed
received when it is given.

Any Member may waive notice of any meeting of Members. Waiver of notice shall be effective whether given before, at, or after the meeting and whether given orally, in writing, or by attendance. Attendance by a Member at a meeting is a waiver of notice of that meeting, except where the Member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of that item at the meeting.

Section 5. Record Date. For the purpose of determining Members entitled to notice of and to vote at any meeting of Members or any adjournment thereof, or Members

entitled to receive payment of any dividend, or in order to make a determination of Members for any other proper purpose, the Board of Directors of the association may, but need not, fix a date as the record date for any such determination of Members, which record date, however, shall in no event be more than sixty (60) days prior to any such intended action or meeting.

Section 6. Quorum. The holders of a majority of the voting power of all Lots of the association entitled to vote at a meeting shall constitute a quorum at a meeting of Members

for the purpose of taking any action other than adjourning such meeting. If the holders of a majority of the voting power of all Lots are not represented at a meeting, the Members present in person or by proxy shall constitute a quorum for the sole purpose of adjourning such meeting, and the holders of a majority of the Lots so represented may adjourn the meeting to such date, time, and place as they shall announce at the time of adjournment. Any business that might have been transacted at the adjourned meeting had a quorum been present, may be transacted at the meeting held pursuant to such an adjournment and at which a quorum shall be represented. If a quorum is present when a duly called or held meeting is convened, the Members present may continue to transact business until adjournment, even though the withdrawal of a number of Members originally represented leaves less than the number otherwise required for a quorum.

Section 7. Voti ng and Proxies. At each meeting of the Members every Member shall be entitled to one vote in person or by proxy for each Lot of capital stock held by such Member, except as may be otherwise provided in the Articles of Organization or the terms of the Lot or as may be required to provide for cumulative voting (if not denied by the Articles of Organization), but no appointment of a proxy shall be valid for any purpose more than eleven (11) months after the date of its execution, unless a longer period is expressly provided in the appointment. Every appointment of a proxy shall be in writing (which shall include telegraphing, cabling, or telephotographic transmission), and shall be filed with the Secretary of the cooperative before or at the meeting at which the appointment is to be effective. An appointment of a proxy for Lots held jointly by two or more Members shall be valid if signed by any one of them, unless the Secretary of the cooperative receives
from any one of such Members written notice either denying the authority of another of such Members to appoint a proxy or appointing a different proxy. All questions regarding the qualification of voters, the validity of appointments of proxies, and the acceptance or rejection of votes shall be decided by the presiding officer of the meeting. The Members shall take action by the affirmative vote of the holders of a majority of the voting power

of the Lots present, in person or represented by proxy, and entitled to vote, except where a different vote is required by law, the Articles of Organization, or these Bylaws.

Section 8. Action Without Meeting by Members. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting by written action signed by all of the Members entitled to vote on such action. Such written action shall be effective when signed by all of the Members entitled to vote thereon or at such different effective time as is provided in the written action.

ARTICLE III
Directors

Section 1. General Powers. Except as authorized by the Members pursuant to a Member control agreement or unanimous action, the business and affairs of the cooperative shall be managed by or under the direction of its Board of Directors. The directors may exercise all such powers and do all such things as may be exercised or done by the association, subject to the provisions of applicable law, the Articles of Organization, and these Bylaws.

Section 2. Number, Tenure, and Qualification. The number of directors which shall constitute the whole Board of Directors shall be fixed from time to time by resolution of the Members, subject to increase by resolution of the Board of Directors. No decrease in the number of directors pursuant to this section shall effect the removal of any director then in office except upon compliance with the provisions of Section 7 of this Article. Each director shall be elected at a regular meeting of Members and shall hold office until the next regular meeting of Members and thereafter until a successor is duly elected and qualified, unless a prior vacancy shall occur by reason of death, resignation, or removal from office. Directors shall be natural persons, but need not be Members.

Section 3. Meetings. Meetings of the Board of Directors shall be held immediately after, and at the same place as regular meetings of Members. Other meetings of the Board of Directors may be held at such times and places as shall from time to time be determined by the Board of Directors. Meetings of the Board of Directors also may be called by the chief executive officer, by the acting chief executive officer in the absence of the chief executive officer, or by any director, in which case the person

or persons calling such meeting may fix the date, time, and place thereof, either within or without the State of Minnesota, and shall cause notice of meeting to be given.

Section 4. Notice of Meetings. If the date, time, and place of a meeting of the Board of Directors has been announced at a previous meeting, no notice is required. In all other cases three (3) days' notice of meetings of the Board of Directors, stating the date and time thereof and any other information required by law or desired by the person or persons calling such meeting, shall be given to each director. If notice of meeting is required, and such notice does not state the place of the meeting, such meeting shall be held at the principal executive office of the association. Notice of meetings of the Board of Directors shall be given to directors in the manner provided in these Bylaws for giving notice to Members of meetings of Members.

Any director may waive notice of any meeting. A waiver of notice by a director is effective whether given before, at, or after the meeting, and whether given orally, in writing, or by attendance. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, unless such director objects at the beginning of the meeting to the transaction of business on grounds that the meeting is not lawfully called or convened and does not participate thereafter in the meeting.

Section 5. Quorum and Voting. A majority of the directors currently holding office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn the meeting from time to time until a quorum is present. If a quorum is present when a duly called or held meeting is convened, the directors present may continue to transact business until adjournment, even though the withdrawal of a number of directors originally present leaves less than the number otherwise required for a quorum.

The Board of Directors shall take action by the affirmative vote of a majority of the directors present at any duly held meeting, except as to any question upon which any different vote is required bylaw, the Articles of Organization, or these Bylaws. A director may give advance written consent or objection to a proposal to be acted upon at a meeting of the Board of Directors. If the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the director has consented or objected, such consent or objection shall be counted as a vote for or against the proposal and shall be recorded in the minutes of the meeting. Such consent or objection shall not be considered in determining the existence of a quorum.

Each Member shall be entitled to one vote for each Interest (Campsite) owned. When more than one (1) person holds the Interest, all such persons shall be Members but the vote for such Interest shall be exercised as they among themselves shall determine, subject, however, to limitation that the voting power for any Interest may not be split. The vote for any Interest which is owned by more than one (1) Member may not be cast at any meeting unless such members have filed with the Secretary of the Association prior to such meeting the name of one (1) of their number who then shall be the only person authorized to cast such vote at such meeting. In lieu of such filing prior to every meeting, such Members may file a document executed by all of them, designating one (1) of their number as the person authorized to cast their vote at all future meetings and such authorization shall continue to be valid until such time as such authorization shall have been rescinded in writing by all of such Members.

Section 6. Vacancies and Newly Created Directorships. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the directors remaining in office, even though said remaining directors be less than a quorum. Any newly created directorship resulting from an increase in the authorized number of directors by action of the Board of Directors may be filled by a majority vote of the directors serving at the time of such increase. Any vacancy or newly created directorship may be filled by resolution of the Members. Unless a prior vacancy occurs by reason of death, resignation, or removal from office, any director so elected shall hold office until the next regular meeting of Members and until a successor is duly elected and qualified.

Section 7. Removal of Directors. The entire Board of Directors or any director or directors may be removed from office, with or without cause, at any special meeting of the Members duly called for that purpose as provided in these Bylaws, by a vote of the Members holding a majority of the Lots entitled to vote at an election of directors. At such meeting, without further notice, the Members may fill any vacancy or vacancies created by such removal as provided in Section 6 of this Article. Any such vacancy not so filled may be filled by the directors as provided in Section 6 of this Article. Any director named by the Board of Directors to fill a vacancy may be removed at any time, with or without cause, by an affirmative vote of a majority of all remaining directors (including remaining directors that were elected by the Members and remaining directors elected by the directors without Member action pursuant to Section 6 of this Article), even though said remaining directors be less than a quorum, if the Members have not elected directors in the interval between the appointment to fill the vacancy and the time of removal.

Section 8. Committees. The Board of Directors, by a resolution approved by the affirmative vote of a majority of the directors then holding office, may establish one or more committees of one or more persons having the authority of the Board of Directors in the management of the business of the association to the extent provided in such resolution. Such committees, however, shall at all times be subject to the direction and control of the Board of Directors. Committee members need not be directors and shall be appointed by the affirmative vote of a majority of the directors present. A majority of the members of any committee shall constitute a quorum for the transaction of business at a meeting of any such committee. In other matters of procedure the provisions of these Bylaws shall apply to committees and the members thereof to the same extent they apply to the Board of Directors and directors, including, without limitation, the provisions with respect to meetings and notice thereof, absent members, written actions, and valid acts. Each committee shall keep regular minutes of its proceedings and report the same to the Board of Directors.

Section 9. Action in Writing. Any action required or permitted to be taken at a meeting of the Board of Directors or of a lawfully constituted committee thereof may be taken by written action signed by all of the directors then in office or by all of the members of such committee, as the case may be. If the action does not require Member approval, such action shall be effective if signed by the number of directors or members of such committee that would be required to take the same action at a meeting at which all directors or committee members were present. If any written action is taken by less than all directors, all directors shall be notified immediately of its text and effective date. The failure to provide such notice, however, shall not invalidate such written action.

Section 10. Meeting by Means of Electronic Communication. Members of the Board of Directors of the cooperative, or any committee designated by such Board, may participate in a meeting of such Board or committee by means of conference telephone or similar means of communication by which all persons participating in the meeting can simultaneously hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE IV
Officers

Section 1. Number and Qualification. The officers of the association shall consist of one or more natural persons elected by the Board of Directors exercising the functions of the offices, however designated, of chief executive officer/chair and chief financial officer/treasurer. The Board of Directors may also appoint such other officers and assistant officers as it may deem necessary. Except as provided in these Bylaws, the Board of Directors shall fix the powers, duties, and compensation of all officers. Officers may be, but need not be, directors of the association. Any number of offices may be held by the same person.

Section 2. Term of Office. An officer shall hold office until a successor shall have been duly elected, unless prior thereto such officer shall have resigned or been removed from office as hereinafter provided.

Section 3. Removal and Vacancies. Any officer or agent elected or appointed by the Board of Directors shall hold office at the pleasure of the Board of Directors and may be removed, with or without cause, at any time by the vote of a majority of the Board of Directors. Any vacancy in an office of the association shall be filled by action of the Board of Directors

Section 4. Chief Executive Officer/Chai r. Unless provided otherwise by a resolution adopted by the Board of Directors, the chief executive officer shall have general active

management of the business of the cooperative, in the absence of the Chairperson of the Board or if the office of Chairperson of the Board is vacant, shall preside at meetings of the Members and Board of Directors, shall see that all orders and resolutions of the Board of Directors are carried into effect, shall sign and deliver in the name of the association any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the association, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles of Organization, these Bylaws, or the Board of Directors to some other officer or agent of the association, may maintain records of and certify proceedings of the Board of Directors and Members, and shall perform such other duties as may from time to time be prescribed by the Board of Directors.

Section 5. Chief Financial Officer/Treasurer. Unless provided otherwise by a resolution adopted by the Board of Directors, the chief financial officer shall keep accurate financial records for the association, shall deposit all monies, drafts, and checks in the name of and to the credit of the association in such banks and

depositories as the Board of Directors shall designate from time to time, shall endorse for deposit all notes, checks, and drafts received by the association as ordered by the Board of Directors, making proper vouchers therefor, shall disburse association funds and issue checks and drafts in the name of the association as ordered by the Board of Directors, shall render to the chief executive officer and the Board of Directors, whenever requested, an account of all such officer's transactions as chief financial officer and of the financial condition of the association, and shall perform such other duties as may be prescribed by the Board of Directors or the chief executive officer from time to time.

Section 6. Chairperson of the Board. The Board of Directors may elect a Chairperson of the Board who, if elected, shall preside at all meetings of the Members and of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. President. Unless otherwise determined by the Board of Directors, the President shall be the chief executive officer of the cooperative. If an officer other than the President is designated chief executive officer, the President shall have such powers and perform such duties as the Board of Directors or the chief executive officer may prescribe from time to time.

Section 8. Vice Presidents. The Vice President, if any, or Vice Presidents in case there be more than one, shall have such powers and perform such duties as the chief executive officer or the Board of Directors may prescribe from time to time. In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice President, or in the event there be more than one Vice President, the Vice Presidents in the

order designated by the Board of Directors, or, in the absence of any designation, in the order of their election, shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all of the restrictions upon the President.

Section 9. Secretary/Record Officer. The Secretary shall attend all meetings of the Board of Directors and of the Members and shall maintain records of, and whenever necessary, certify all proceedings of the Board of Directors and of the Members. The Secretary shall keep the lot allocation books of the association, when so directed by the Board of Directors or other person or persons authorized to call such meetings, shall give or cause

to be given notice of meetings of the Members and of meetings of the Board of Directors, and shall also perform such other duties and have such other powers as the chief executive officer or the Board of Directors may prescribe from time to time.

Section 10. Treasurer. Unless otherwise determined by the Board of Directors, the Treasurer shall be the chief financial officer of the association. If an officer other than the Treasurer is designated chief financial officer, the Treasurer shall have such powers and perform such duties as the chief executive officer or the Board of Directors may prescribe from time to time.

Section 11. Delegation. Unless prohibited by a resolution approved by the affirmative vote of a majority of the directors present, an officer elected or appointed by the Board of Directors may delegate in writing some or all of the duties and powers of such person's office to other persons.

The undersigned do hereby certify that the foregoing Bylaws are the Bylaws adopted for the association by its Board of Directors at a meeting held on the _____ day of _____,2025.

CEO/CHAIR: Russ Sampson

The undersigned Member(s) to hereby certify that they have received a copy of and understand the bylaws as set forth in this document.

_____

Signature

_____

Printed name of Member

_____

Signature

_____

Printed name of Member

_____

Date

_____

Date

ARTICLE VI

ELM ISLAND LAKE RV PARK RULES AND REGULATIONS

1. Park will follow all laws of the township, city, county and state.
2. One RV per site.
3. Two cars per site.
4. Camp fires must be in fire pits and put out when done.
5. Quiet Time from 11:00 P.M. to 7:00 A.M.
6. No loud music or noise.
7. Pets must be on leash when not in RV site.
8. Owner must clean up after pets.
9. Noisy or vicious pets are not allowed.
10. Golf carts will be allowed in park.
11. 10mph speed limit in park.
12. Association dues are due May 1st.
13. Garbage dumpster and water are included in Association dues.
14. Water shut off is November 1st.
15. Trailer has to be 5' from lot line including slide out.
16. Deck or Arizona room has to be no more than 12' wide and 5' from property lines.
17. ATVs, snowmobiles or motorcycles can be used to go in or out of park.
18. Storage shed can be no more than 200 square feet.
19. Only 20 year old or newer campers are allowed in park. (Except for renovated RV Classics like Airstream)
20. All RVs will be allowed on the street for no more than 48 hrs for the purpose of loading and unloading
21. All cars, trucks, boats and any other vehicles will be off the streets and in appropriate parking spaces at night.
22. Members shall not permit any unlicensed vehicle or vehicle under repair to remain on any street within park. Major vehicle repairs may not be made within the park.
23. The Board of Directors may remove such vehicles and assess the cost of removal against the responsible member of any such vehicle after notifying responsible member in person and in writing.

OAKRIDGE CONSTRUCTION 604 4th Ave SW New London, MN 56273 (320) 354-2621

4/10/2025

Dear Dave,

Thank you for your call regarding the Elm Island project in Aitken MN. Once you have received approval from the county regarding the sixteen 1,000 gallon holding tanks, we will perform the designs needed for the project, meeting all current codes in Aitken County. We look forward to collaborating with you and Aitken County on your upcoming project. When reviewing the plan and installing the sixteen 1,000 gallon holding tanks, the tanks will be installed with tank alarms that will be set to go off at 75% capacity at each of the sixteen sites.

Thank you,

Jason Long
Owner
Oakridge Construction, Inc
Business License # 241952
SSTS License # 2543

Wetland Delineation Report

Aitkin County Parcels 24-1-123104,
24-1-123103 and 24-1-123102
314XX Oriole Avenue
Aitkin, Minnesota

Granite City Environmental

Prepared for:
Elm Island Properties, LLC
Attn: Russell Sampson
14534 Glendale Ave SE
Prior Lake, Minnesota 55372

Prepared by:
Granite City Environmental, LLC
P.O. Box 1382
St. Cloud, Minnesota 56302
GCE Project #24026

November 4, 2024

Sign-off Sheet

This document entitled Wetland Delineation Report was prepared by Granite City Environmental, LLC (GCE) for the account of Elm Island Properties, LLC, Russell Sampson, David Rose and Bonnema Runke Stern Inc. Land Surveyors. The material in it reflects GCE's best judgment in light of the information available to it at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions made based on it, are the responsibilities of such third parties. GCE accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

Prepared by
(signature)

Clinton D. Jordahl, CWD #1149

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1.0 INTRODUCTION

Granite City Environmental, LLC (GCE) delineated wetlands lying within Aitkin County parcels 24-1-123104, 24-1-123103 and 24-1-123102 collectively comprising approximately 11.5 acres of land lying in the southeast quarter of the northwest quarter of Section 15, Township 46N, Range 26W, Aitkin County, Minnesota (Figure 1). The project site is located within the unincorporated area of Norland Township and has not been assigned a street address.

The findings of this wetland delineation report are only valid for the site conditions which existed at the time of this investigation. Findings are subject to revision based upon natural or induced changes in weather, vegetation management, land use, topography, surface water flow, subsurface drainage, and stormwater management, within or near the project site which may affect the soils, hydrology, or vegetative community on the project site.

2.0 STUDY METHODS

2.1 OFF SITE SURVEY

Available topographic maps, aerial photos, National Wetlands Inventory (NWI) maps, Public Waters Inventory (PWI) maps, and Aitkin County Soil Survey maps were reviewed prior to visiting the site to identify potential wetland areas. A custom soil survey of the area including hydric rating by map unit was generated using the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Web Soil Survey, and is included in Appendix A. A printout of the NWI for the project area was generated using the US Fish and Wildlife Service (USFWS) Wetlands Mapper and is included in Appendix A. The Minnesota Department of Natural Resources (DNR) recently launched their own online version of the NWI ("NWI Wetland Finder") and instructed wetland delineators to begin using their new application instead of the USFWS NWI. A printout of DNR's alternate interpretation of the NWI is also included in Appendix A. Topographic contours based on Light Detection and Ranging (LiDAR) data were obtained from the Aitkin County Online Geographic Information System (GIS) application and are layered on Figure 2.

2.2 FIELD INVESTIGATION

An examination of vegetation, soils and hydrology was completed to help characterize and determine wetland boundaries. The field examination generally followed the procedures outlined in the 1987 *Corps of Engineers Wetlands Delineation Manual*, as modified by the 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region*. The 2018 NRCS *Field Indicators of Hydric Soils in the United States* guide was

utilized to help identify hydric soils at the site. The 2020 *National Wetland Plant List Final Ratings* was used to identify the indicator status of vegetation.

At least one sample transect was established for each wetland Type in a representative wetland-to-upland transition zone. Each transect was comprised of at least two sample points located along a line running perpendicular to the wetland edge, with one point in obvious wetland and one point in obvious upland. A Wetland Determination Data Form was completed for each sample point and copies of the data forms are included in Appendix B. Transect locations are indicated on Figure 2.

Wetland edges were marked with sequentially numbered pink pin flags labeled "Wetland Delineation". The wetland edge was considered the highest extent of the area meeting the soils, vegetation and hydrology criteria needed to be determined wetland. Areas below the delineated wetland edge met all three of the required wetland criteria, while areas above the line did not.

3.0 RESULTS

3.1 OFF SITE SURVEY

The 1973 United States Geological Survey (USGS) Glen, Minnesota 7.5 Minute Topographic Quadrangle (Figure 1) depicts the west side of the project site as steeply inclined toward Elm Island Lake. The rest of the property is rolling and inclined towards two marshy area lying partially within the project site boundaries. Other than the two marshy areas, no closed depressions or other suspect wetland areas are shown on the project site.

Aitkin County LiDAR contours (Figure 2) depicts the western third of the property as sloping steeply toward Elm Island Lake from an elevation of 1272 to an elevation of 1230. Two flat areas are shown east of the ridge at an elevation of about 1260. A hill on the eastern side of the property slopes south and west, and a small closed depression is shown on the slope.

The USFWS NWI map for the area of the project (Appendix A) depicts three wetland areas encroaching onto the project site from the north, south and west. The wetland lying along the shore of Elm Island Lake on the west, and the wetland encroaching from the north were both mapped as Type 3 Palustrine (P), emergent (EM), persistent (1), seasonally flooded (C) shallow marshes (PEM1C). The wetland encroaching onto the project site from the south was mapped as a complex of Type 8 Palustrine, forested (FO) needle-leaved deciduous (2) continuously saturated (D) organic (g) bog (PFO2Dg), Type 7 Palustrine, forested, broad-leaved deciduous (1) continuously saturated hardwood swamp (PFO1D), and Type 6 Palustrine, scrub-shrub (SS), broad-leaved deciduous, continuously saturated shrub carr (PSS1D). The DNR's reinterpretation of the NWI (Appendix A) matches the USFWS's interpretation exactly. Areas mapped as wetland on the NWI are presumptively wetland and require field examination.

A review of the DNR's PWI for the area identified the adjacent Elm Island Lake as "Waters of the State" (10-123P). Public waters are regulated by the DNR below the ordinary high water (OHW) elevation that maybe above or below the wetland boundary established using the soils, vegetation and hydrology criteria as described in the Corps manual. The OHW elevation for Elm Island Lake has been established at 1227.8 (MSL 1912), which appears to below the wetland boundary flagged in the field. We recommend consulting with the DNR to determine the scope of their regulatory jurisdiction.

The Aitkin County soil survey (Appendix A) maps the Cathro muck and Lupton muck to be present through the middle and across the south side of the project site. Both the Cathro and Lupton series are predominantly hydric soil units (each 98% hydric) and the presence of predominantly hydric soil units is an indication potential wetland.

3.2 FIELD DELINEATION

A field investigation of the subject property was conducted on October 18, 2024. The project site was determined to contain four wetland areas that were subsequently delineated. Antecedent precipitation analysis suggests climatic conditions at the time of the site visit were dry (Appendix B).

3.2.1 Wetland A

Wetland A was mapped as Type 3 shallow marsh (PEM1C) on the NWI and that appears to be the best classified. The area lies contiguous with Elm Island Lake and will be regulated by the DNR as part of the lake if it lies below the OHW elevation, and by the Wetland Conservation Act (WCA) if it lies above that elevation. Soils at the location of test pit TA1_W1 had a depleted matrix below a dark surface layer meeting the A11 hydric soils indicator. The soil was wet 12 inches and water rose in the borehole to withing 15 inches of the surface meeting the A3 primary and C2 secondary hydrology indicators. The D2 and D5 secondary hydrology indicators were met at that location. The wetland boundary follows an obvious topographic break and the adjacent upland lacks hydrophytic vegetation and sufficient indications of wetland hydrology.

3.2.2 Wetland B

Wetland B is primarily a Type 3 shallow marsh (PEM1C) as mapped on the NWI. In areas, the basin has a fringe of Type 7 hardwood swamp (PFO1D). Soils were saturated to the surface at the location of test pit TB_W1 and water rose in the borehole to within 6 inches of the surface meeting the A2 and A3 primary hydrology indicators. Both the D2 and D5 secondary hydrology indicators were also met at that location. Soils at the location of test pit TB_W1 were organic in the upper part with a depleted matrix below meeting the A11 and S1 hydric soils indicators. Once again, the wetland boundary follows topography.

3.2.3 Wetland C

Wetland C was mapped on the NWI as a complex of hardwood and coniferous forest (PFO1D/PFO2Dg) and scrub shrub carr (PSS1D) and that classification appears appropriate for most of the basin. At the location of test pit TC_W1, the basin is more of a Type 3 shallow marsh (PEM1C). Soils at the location of test pit TC_W1 were organic to a depth of 20 inches meeting the A1 hydric soils indicator. Soils were saturated to the surface and water rose in the borehole to within 5 inches of the surface meeting the A2 and A3 primary hydrology indicators. Both the D2 and D5 secondary hydrology indicators were also met at that location. The wetland boundary generally follows topography.

3.2.4 Wetland D

Wetland D was not mapped as wetland on the NWI but is primarily a Type 3 shallow marsh (PEM1C). Parts of the basin are more forested, so PFO1A might also be appropriate. The basin is a sparsely vegetated concave surface meeting the B8 primary hydrology indicator. Both the D2 and D5 secondary hydrology indicators were also met at the location of test pit TD_W1. Soils at the location of test pit TD_W1 had a depleted matrix below a dark surface layer meeting the A11, S1 and S5 hydric soils indicators. The basin once again strongly follows topography.

4.0 CONCLUSIONS

Four wetland areas were delineated at the property as described above. The wetland Line A runs along the shore of Elm Island Lake and the lake itself is a Public Water regulated by the DNR below the OHW elevation of 1227.8. Any peripheral wetland areas lying adjacent to the lake and below that OHW elevation are part of the lakebed. The inclusion of the lake and any peripheral wetland areas below the OHW elevation of the lake as wetland in this wetland delineation report is not intended to extend regulatory authority to any wetland program beyond the DNR's. We recommend that the DNR be consulted to determine the extent of their jurisdictional authority regarding the lake and any peripheral wetland lying below the OHW elevation of the lake.

The findings of this wetland delineation report are only valid for the site conditions which existed at the time of this investigation. Findings are subject to revision based upon natural or induced changes in weather, vegetation management, land use, topography, surface water flow, subsurface drainage, and stormwater management, within or near the project site which may affect the soils, hydrology, or vegetative community on the project site.

5.0 REFERANCES

Aitkin County Interactive Map, https://gisweb.co.aitkin.mn.us/link/wab/

Eggers and Reed, 1987. Wetland Plants and Plant Communities of Minnesota & Wisconsin. U.S. Army Corp of Engineers, St. Paul District.

Environmental Laboratory. (1987). "Corps of Engineers Wetlands Delineation Manual," Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Miss.

Google Earth http://www.google.com/earth/download/ge/

Guidance for Offsite Hydrology/Wetland Determinations (BWSR and USACE, July 1, 2016)

Minnesota Climatology Working Group, http://climate.umn.edu/wetland/wetland.asp

Minnesota Department of Natural Resources NWI Wetland Finder, https://arcgis.dnr.state.mn.us/ewr/wetlandfinder

Minnesota Historical Aerial Photographs Online, https://www.lib.umn.edu/apps/mhapo/

Shaw, S.P. and C.G. Fredine. 1956. Wetlands of the United States. U.S. Fish and Wildlife Service, Circular 39. 67pp

State of Minnesota Interagency Cooperative Agreement for Implementation of the Federal Wetland Delineation Memorandum of Agreement. Minnesota Wetland Mapping Conventions for 1985 Food Security Act (FSA) as Amended and Section 404 Clean Water Act (CWA), August 1994.

U.S. Army Corps of Engineers. 2011. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region* (Version 2.0), ed. J. S. Wakeley, R. W. Lichvar, C. V. Noble, and J. F. Berkowitz. ERDC/EL TR-12-1. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

U.S. Army Corps of Engineers 2020. National Wetland Plant List, version 3.4 http://wetland-plants.usace.army.mil/ U.S. Army Corps of Engineers Engineer Research and Development Center Cold Regions Research and Engineering Laboratory, Hanover, NH

USDA Natural Resource Conservation Service, 2018. Field Indicators of Hydric Soils in the United States V8.2.

USDA Natural Resource Conservation Service. Official Soil Series Descriptions. http://ortho.ftw.nrcs.usda.gov/cgi-bin/osd/osdname.cgi

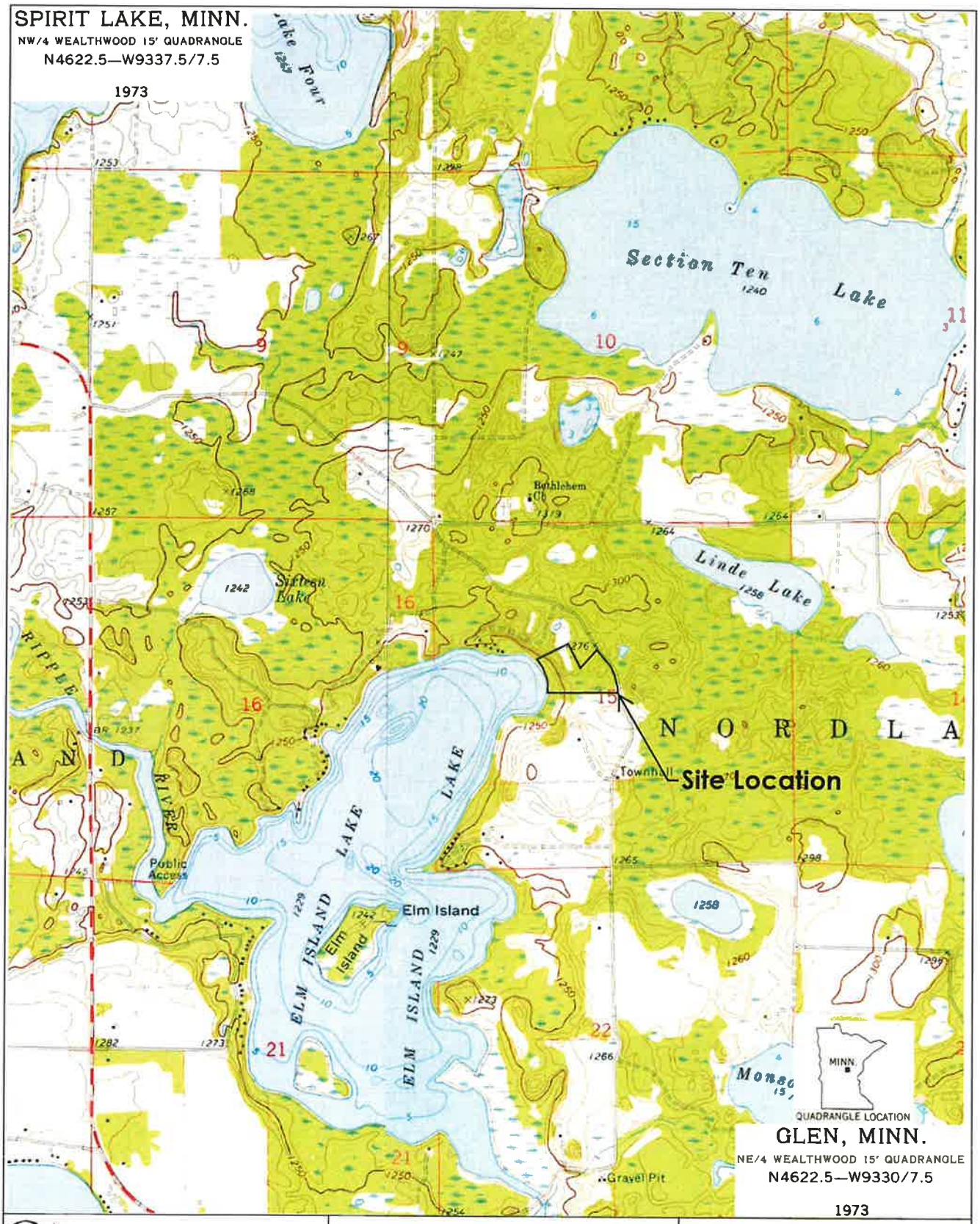
REFERANCES
November 4, 2023

USDA Natural Resources Conservation Service, Soil Survey for Anoka County, On-line soils survey: http://websoilsurvey.nrcs.usda.gov/app/

U.S. Fish and Wildlife Service National Wetlands Inventory Wetlands Mapper
http://www.fws.gov/wetlands/Wetlands-Mapper.html

U.S. Geological Survey, Glen, Minnesota, 7.5 Minute Quadrangle Topographic Map, 1973

Figures

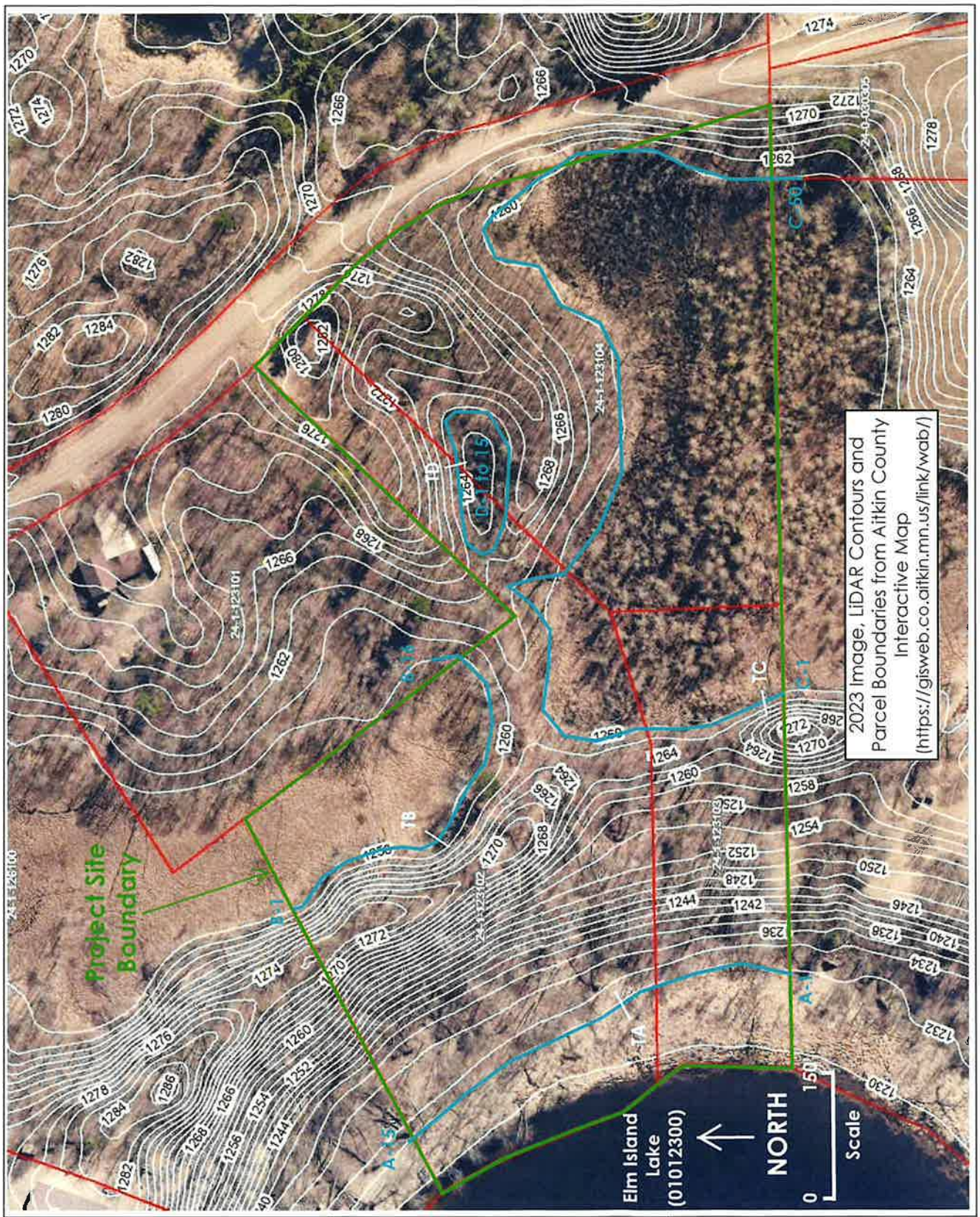


Granite City Environmental
320-253-5411 • clint@granitecityenv.com
P.O. Box 1382, St. Cloud, MN 56302

Wetland Delineation
Elm Island Properties
314XX Oriole Avenue
Aitkin, Minnesota

Figure 1
Site Locator Map

Date	Job No.	Scale
10/18/2024	24026	1:24,000



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Wetland Delineation
Elm Island Properties
314XX Oriole Avenue
Aitkin, Minnesota

Figure 2
Approximate Delineation

Date	Job No.	Scale
10/18/2024	24026	1" = ±150'

Appendix A

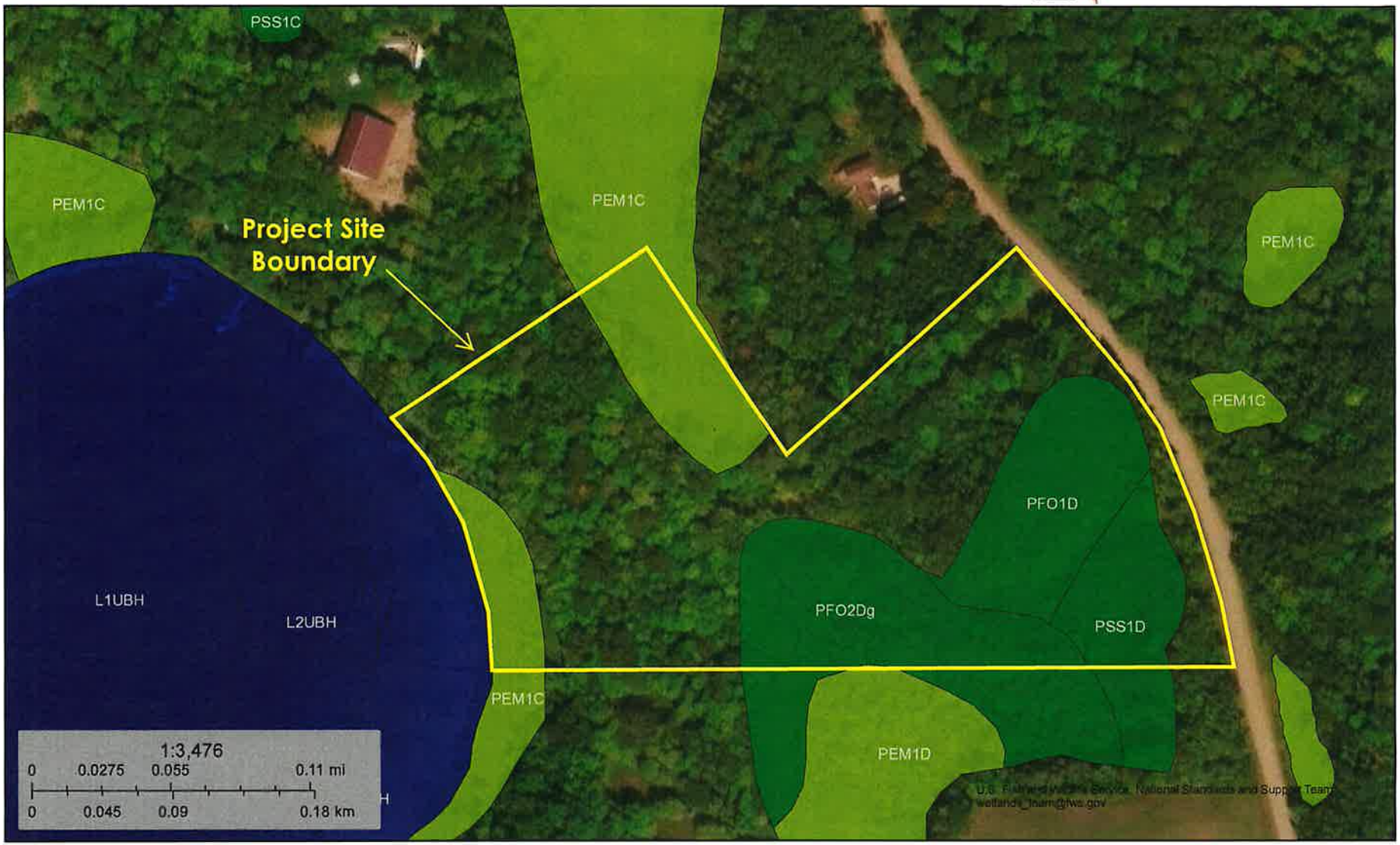
Off Site Survey Data

U.S. Fish and Wildlife Service

National Wetlands Inventory

Wetland Delineation
Elm Island Properties
314XX Oriole Avenue
Aitkin, Minnesota

Granite City Environmental
320-253-5411 • clint@granitecityenv.com
P.O. Box 1382, St. Cloud, MN 56302



October 9, 2024

Wetlands

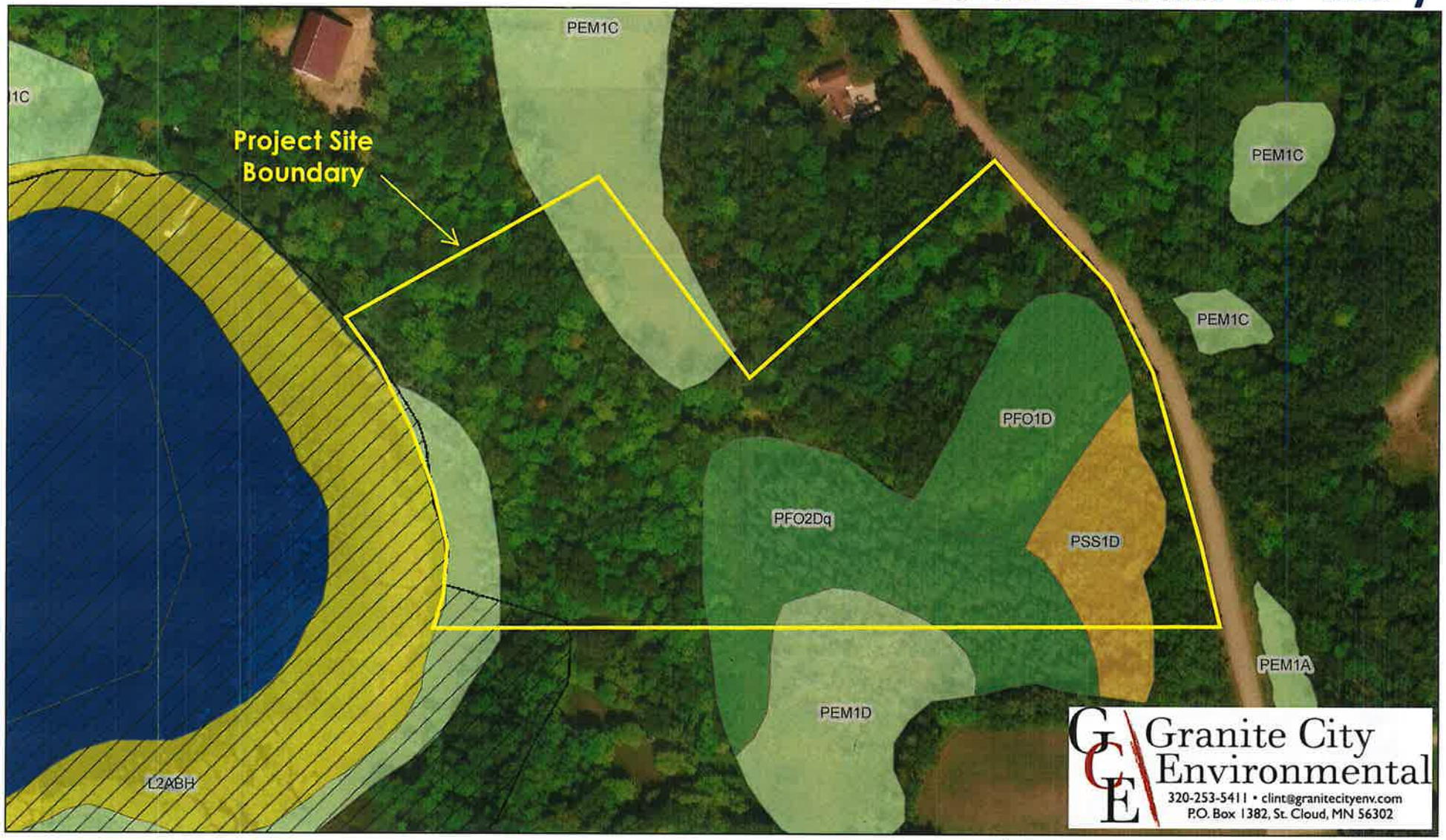
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

DEPARTMENT OF NATURAL RESOURCES

Wetland Delineation
Elm Island Properties
314XX Oriole Avenue
Aitkin, Minnesota

National Wetland Inventory



0 0.03 0.05 0.1 mi

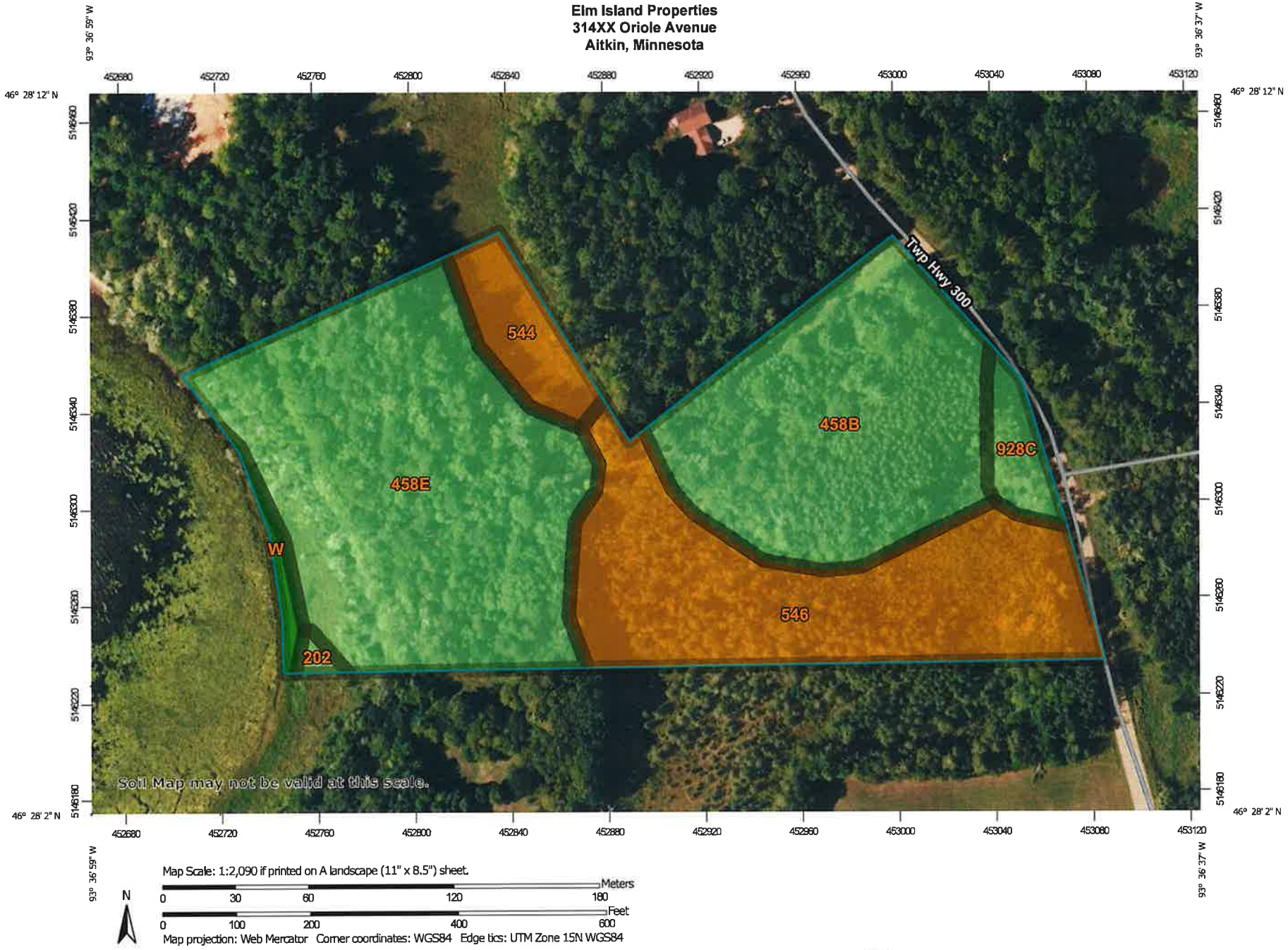
Cowardin Classification

- Aquatic Bed/ Nonpersistent Emergent
- Emergent
- Forested
- Moss/Lichen
- Rock Bottom
- Rocky Shore
- Streambed (Intermittent)
- Scrub-Shrub
- Unconsolidated Bottom (Open Water)
- Unconsolidated Shore (Banks & Sandbars)
- Public Waters Basins
- Public Water Watercourse
- Public Ditch/Altered Natural Watercourse

Date Printed: 11/01/2024

This map is for general reference only. Neither the state of Minnesota nor the Minnesota Department of Natural Resources make any representations or warranties with respect to the use of or reliance on the data. There are no guarantees as to the accuracy, currency, completeness, suitability or reliability of this data for any purpose.

Hydric Rating by Map Unit—Aitkin County, Minnesota
Wetland Delineation
Elm Island Properties
314XX Oriole Avenue
Aitkin, Minnesota



Map Scale: 1:2,090 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 30 60 120 180

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Lines
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Points
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Aitkin County, Minnesota
Survey Area Data: Version 25, Sep 7, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 13, 2021—Aug 14, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
202	Meehan loamy sand	8	0.1	0.4%
458B	Menahga loamy sand, 1 to 6 percent slopes	6	3.1	26.4%
458E	Menahga loamy sand, 12 to 25 percent slopes	6	4.6	38.2%
544	Cathro muck	98	0.6	4.9%
546	Lupton muck	98	3.1	26.0%
928C	Cushing-Mahtomedi complex, 2 to 10 percent slopes	8	0.3	2.9%
W	Water	0	0.1	1.1%
Totals for Area of Interest			**11.9**	**100.0%**

Rating Options

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Appendix B

Wetland Determination Data Forms

Minnesota State Climatology Office

State Climatology Office - DNR Division of Ecological and Water Resources

Precipitation Worksheet Using Gridded Database

Precipitation data for target wetland location:

county: **Aitkin** township number: **46N**
township name: **Nordland** range number: **26W**
nearest community: **Glory** section number: **15**

Aerial photograph or site visit date:
Friday, October 18, 2024

Score using 1991-2020 normal period

values are in inches A 'R' following a monthly total indicates a provisional value derived from radar-based estimates.	first prior month: **September 2024**	second prior month: **August 2024**	third prior month: **July 2024**
estimated precipitation total for this location: *0.36	~~**missing**~~	**4.06**	**3.95**
there is a 30% chance this location will have less than:	2.01	2.36	3.35
there is a 30% chance this location will have more than:	4.02	4.19	5.19
type of month: dry normal wet dry	~~**missing**~~	**normal**	**normal**
monthly score 3 * 1 = 3	~~**missing**~~	**2 * 2 = 4**	**1 * 2 = 2**
multi-month score: 6 to 9 (dry) 10 to 14 (normal) 15 to 18 (wet)	9 dry	~~**missing**~~	

* From Minnesota State Climatology Office
Nearest Station Precipitation Data Retrieval

Other Resources:

- retrieve daily precipitation data
- view radar-based precipitation estimates
- view weekly precipitation maps
- *Evaluating Antecedent Precipitation Conditions* (BWSR)

Granite City Environmental

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: 24-1-123104, 24-1-123103 & 24-1-123102 City/County: Aikin Sampling Date: 10/18/2024
Applicant/Owner: Russell Sampson / Elm Island Properties, LLC State: MN Sampling Point: TA1-W1
Investigator(s): Clint Jordahl/Granite City Environmental Section, Township, Range: Sec.15 T46N, R26W
Landform (hillslope, terrace, etc.): foot slope Local relief (concave, convex, none): concave
Slope (%): 0 to 4 Lat.: 46.46873 Long.: -93.61527 Datum:
Soil Map Unit Name: Menahga loamy sand 12 to 25 percent slopes NWI Classification: PEM1C
Are climatic/hydrologic conditions of the site typical for this time of the year? No (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal
Are vegetation ____, soil ____, or hydrology ____ naturally problematic? circumstances" present? Yes
(If needed, explain any answers in remarks)
Antecedent precipitation analysis indicate climatic conditions are Dry.

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	Y	**Is the sampled area within a wetland?**	Y
Hydric soil present?	Y		
Indicators of wetland hydrology present?	Y	If yes, optional wetland site ID:	A

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- X Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)
- ___ Microtopographic Relief (D4)

Field Observations:

Surface water present?	Yes	____	No	X	Depth (inches):	____
Water table present?	Yes	X	No	____	Depth (inches):	15
Saturation present? (includes capillary fringe)	Yes	X	No	____	Depth (inches):	12

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Granite City Environmental

VEGETATION - Use scientific names of plants

Sampling Point: TA1-W1

Tree Stratum	Plot Size (30 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Quercus macrocarpa*	30	Y	FACU
2	*Acer saccharum*	20	Y	FACU
3				
4				
5				
6				
7				
8				
9				
10				
		50	= Total Cover	

Sapling/Shrub Stratum	Plot Size (15 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Salix petiolaris*	20	Y	FACW
2	*Quercus macrocarpa*	5	N	FACU
3	*Acer saccharum*	5	N	FACU
4	*Alnus incana*	5	N	FACW
5	*Fraxinus pennsylvanica*	5	N	FACW
6				
7				
8				
9				
10				
		40	= Total Cover	

Herb Stratum	Plot Size (5 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Carex sp.*	50	Y	FACW
2	*Calamagrostis canadensis*	20	Y	OBL
3	*Osmunda cinnamomea*	20	Y	FACW
4	*Carex lacustris*	10	N	OBL
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
		100	= Total Cover	

Woody Vine Stratum	Plot Size ( )	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		0	= Total Cover	

50/20 Thresholds

	20%	50%
Tree Stratum	10	25
Sapling/Shrub Stratum	8	20
Herb Stratum	20	50
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across all Strata: 6 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 66.67% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	30	x 1 =	30
FACW species	100	x 2 =	200
FAC species	0	x 3 =	0
FACU species	60	x 4 =	240
UPL species	0	x 5 =	0
Column totals	190 (A)		470 (B)

Prevalence Index = B/A = 2.47

Hydrophytic Vegetation Indicators:

___ Rapid test for hydrophytic vegetation

X Dominance test is >50%

X Prevalence index is ≤3.0*

___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)

___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? Y

Remarks: (Include photo numbers here or on a separate sheet)

Overhanging trees are rooted in upland

Granite City Environmental

SOIL

Sampling Point: TA1-W1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-10	10YR 2/1	100					Sandy loam	
10-12	10YR 3/2	100					Loamy sand	
12-20	10YR 3/2	90	10YR 5/8	10	C		Loamy sand	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains
**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

___ Histisol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5)
_X_ Depleted Below Dark Suface (A11)
___ Thick Dark Surface (A12)
___ Sandy Mucky Mineral (S1)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Dark Surface (S7) (**LRR R, MLRA 149B**)
___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**
___ Loamy Mucky Mineral (F1) (**LRR K, L**)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**
___ Coast Prairie Redox (A16) (**LRR K, L, R**)
___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
___ Dark Surface (S7) (**LRR K, L**
___ Polyvalue Below Surface (S8) (**LRR K, L**)
___ Thin Dark Surface (S9) (**LRR K, L**)
___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
___ Mesic Spodic (TA6) (**MLRA 144A, 145, 149B**)
___ Red Parent Material (F21)
___ Very Shallow Dark Surface (TF12)
___ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? ___Y___

Remarks:

Granite City Environmental

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: 24-1-123104, 24-1-123103 & 24-1-123102 City/County: Aikin Sampling Date: 10/18/2024
Applicant/Owner: Russell Sampson / Elm Island Properties, LLC State: MN Sampling Point: TA1-U1
Investigator(s): Clint Jordahl/Granite City Environmental Section, Township, Range: Sec.15 T46N, R26W
Landform (hillslope, terrace, etc.): Shoulder Local relief (concave, convex, none): convex
Slope (%): 0 to 4 Lat.: 46.46873 Long.: -93.61527 Datum:
Soil Map Unit Name Menahga loamy sand 12 to 25 percent slopes NWI Classification: PEM1C
Are climatic/hydrologic conditions of the site typical for this time of the year? No (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal
Are vegetation ____, soil ____, or hydrology ____ naturally problematic? circumstances" present? Yes
(If needed, explain any answers in remarks)
Antecedent precipitation analysis indicate climatic conditions are Dry.

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	N	**Is the sampled area within a wetland?**	N
Hydric soil present?	N		
Indicators of wetland hydrology present?	N	If yes, optional wetland site ID:	A

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Microtopographic Relief (D4)

Field Observations:

Surface water present?	Yes ____	No X	Depth (inches): ____	**Indicators of wetland hydrology present?** N
Water table present?	Yes ____	No X	Depth (inches): ____	
Saturation present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____	

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Granite City Environmental

VEGETATION - Use scientific names of plants

Sampling Point: TA1-U1

Tree Stratum	Plot Size (30 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Acer saccharum*	40	Y	FACU
2	*Quercus macrocarpa*	10	Y	FACU
3				
4				
5				
6				
7				
8				
9				
10				
		50	= Total Cover	

Sapling/Shrub Stratum	Plot Size (15 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Quercus macrocarpa*	10	Y	FACU
2	*Fraxinus pennsylvanica*	10	Y	FACW
3	*Acer saccharum*	10	Y	FACU
4				
5				
6				
7				
8				
9				
10				
		30	= Total Cover	

Herb Stratum	Plot Size (5 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Carex pensylvanica*	20	Y	UPL
2	*Quercus macrocarpa*	10	Y	FACU
3	*Pinus strobus*	5	N	FACU
4	*Fraxinus pennsylvanica*	5	N	FACW
5	*Thalictrum dioicum*	5	N	FACU
6	*Acer ginnala*	5	N	FACU
7				
8				
9				
10				
11				
12				
13				
14				
15				
		50	= Total Cover	

Woody Vine Stratum	Plot Size ( )	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		0	= Total Cover	

50/20 Thresholds

	20%	50%
Tree Stratum	10	25
Sapling/Shrub Stratum	6	15
Herb Stratum	10	25
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across all Strata: 7 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 14.29% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	0	x 1 =	0
FACW species	15	x 2 =	30
FAC species	0	x 3 =	0
FACU species	95	x 4 =	380
UPL species	20	x 5 =	100
Column totals	130 (A)		510 (B)

Prevalence Index = B/A = 3.92

Hydrophytic Vegetation Indicators:

___ Rapid test for hydrophytic vegetation
___ Dominance test is >50%
___ Prevalence index is ≤3.0*
___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

Granite City Environmental

SOIL **Sampling Point:** TA1-U1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-6	10YR 3/2	100					Loamy sand	Soil and color are dry
6-20	10YR 4/4	100					Sand	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains
**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

___ Histisol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5)
___ Depleted Below Dark Suface (A11)
___ Thick Dark Surface (A12)
___ Sandy Mucky Mineral (S1)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Dark Surface (S7) (**LRR R, MLRA 149B**)
___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**
___ Loamy Mucky Mineral (F1) (**LRR K, L**)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**
___ Coast Prairie Redox (A16) (**LRR K, L, R**)
___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
___ Dark Surface (S7) (**LRR K, L**
___ Polyvalue Below Surface (S8) (**LRR K, L**)
___ Thin Dark Surface (S9) (**LRR K, L**)
___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
___ Mesic Spodic (TA6) (**MLRA 144A, 145, 149B**)
___ Red Parent Material (F21)
___ Very Shallow Dark Surface (TF12)
___ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? ___N___

Remarks:

Granite City Environmental

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: 24-1-123104, 24-1-123103 & 24-1-123102 City/County: Aikin Sampling Date: 10/18/2024
Applicant/Owner: Russell Sampson / Elm Island Properties, LLC State: MN Sampling Point: TB1-W1
Investigator(s): Clint Jordahl/Granite City Environmental Section, Township, Range: Sec.15 T46N, R26W
Landform (hillslope, terrace, etc.): foot slope Local relief (concave, convex, none): linear
Slope (%): 0 to 1 Lat.: 46.46930 Long.: -93.61451 Datum:
Soil Map Unit Name Cathro muck NWI Classification: PEM1C
Are climatic/hydrologic conditions of the site typical for this time of the year? No (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal
Are vegetation ____, soil ____, or hydrology ____ naturally problematic? circumstances" present? Yes
(If needed, explain any answers in remarks)
Antecedent precipitation analysis indicate climatic conditions are Dry.

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	Y	**Is the sampled area within a wetland?**	Y
Hydric soil present?	Y		
Indicators of wetland hydrology present?	Y	If yes, optional wetland site ID:	B

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)
- ___ Microtopographic Relief (D4)

Field Observations:

Surface water present?	Yes	___	No	X	Depth (inches): ___
Water table present?	Yes	X	No	___	Depth (inches): 6
Saturation present? (includes capillary fringe)	Yes	X	No	___	Depth (inches): 0

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Granite City Environmental

VEGETATION - Use scientific names of plants

Sampling Point: TB1-W1

Tree Stratum	Plot Size (30 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Quercus rubra*	30	Y	FACU
2	*Fraxinus pennsylvanica*	20	Y	FACW
3				
4				
5				
6				
7				
8				
9				
10				
		50	= Total Cover	

Sapling/Shrub Stratum	Plot Size (15 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Ostrya virginiana*	10	Y	FACU
2	*Fraxinus pennsylvanica*	10	Y	FACW
3	*Acer saccharum*	10	Y	FACU
4				
5				
6				
7				
8				
9				
10				
		30	= Total Cover	

Herb Stratum	Plot Size (5 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Carex lacustris*	70	Y	OBL
2	*Osmunda cinnamomea*	20	Y	FACW
3	*Equisetum pratense*	10	N	FACW
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
		100	= Total Cover	

Woody Vine Stratum	Plot Size ( )	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		0	= Total Cover	

50/20 Thresholds

	20%	50%
Tree Stratum	10	25
Sapling/Shrub Stratum	6	15
Herb Stratum	20	50
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across all Strata: 7 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 57.14% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	70	x 1 =	70
FACW species	60	x 2 =	120
FAC species	0	x 3 =	0
FACU species	50	x 4 =	200
UPL species	0	x 5 =	0
Column totals	180 (A)		390 (B)

Prevalence Index = B/A = 2.17

Hydrophytic Vegetation Indicators:

- ___ Rapid test for hydrophytic vegetation
- X Dominance test is >50%
- X Prevalence index is ≤3.0*
- ___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? Y

Remarks: (Include photo numbers here or on a separate sheet)

Tree trucks are buttressed below the line

Granite City Environmental

SOIL **Sampling Point:** TB1-W1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-10	10YR 2/1	100					Sandy loam	mucky
10-20	10YR 5/1	90	10YR 5/8				Loamy sand	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains
**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

___ Histisol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5)
_X_ Depleted Below Dark Suface (A11)
___ Thick Dark Surface (A12)
_X_ Sandy Mucky Mineral (S1)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Dark Surface (S7) (**LRR R, MLRA 149B**)
___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**
___ Loamy Mucky Mineral (F1) (**LRR K, L**)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**
___ Coast Prairie Redox (A16) (**LRR K, L, R**)
___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
___ Dark Surface (S7) (**LRR K, L**
___ Polyvalue Below Surface (S8) (**LRR K, L**)
___ Thin Dark Surface (S9) (**LRR K, L**)
___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
___ Mesic Spodic (TA6) (**MLRA 144A, 145, 149B**)
___ Red Parent Material (F21)
___ Very Shallow Dark Surface (TF12)
___ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? ___Y___

Remarks:

Granite City Environmental

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: 24-1-123104, 24-1-123103 & 24-1-123102 City/County: Aikin Sampling Date: 10/18/2024
Applicant/Owner: Russell Sampson / Elm Island Properties, LLC State: MN Sampling Point: TB1-U1
Investigator(s): Clint Jordahl/Granite City Environmental Section, Township, Range: Sec.15 T46N, R26W
Landform (hillslope, terrace, etc.): Shoulder Local relief (concave, convex, none): Convex
Slope (%): 0 to 1 Lat.: 46.46930 Long.: -93.61451 Datum:
Soil Map Unit Name Menahga loamy sand 12 to 25 percent slopes NWI Classification: PEM1C
Are climatic/hydrologic conditions of the site typical for this time of the year? No (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal
Are vegetation ____, soil ____, or hydrology ____ naturally problematic? circumstances" present? Yes
(If needed, explain any answers in remarks)
Antecedent precipitation analysis indicate climatic conditions are Dry.

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	N	**Is the sampled area within a wetland?**	N
Hydric soil present?	N		
Indicators of wetland hydrology present?	N	If yes, optional wetland site ID:	B

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Microtopographic Relief (D4)

Field Observations:

Surface water present?	Yes ____	No X	Depth (inches): ____	**Indicators of wetland hydrology present?** N
Water table present?	Yes ____	No X	Depth (inches): ____	
Saturation present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____	

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Granite City Environmental

VEGETATION - Use scientific names of plants

Sampling Point: TB1-U1

Tree Stratum	Plot Size (30 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Quercus rubra*	60	Y	FACU
2	*Acer saccharum*	20	Y	FACU
3				
4				
5				
6				
7				
8				
9				
10				
		80	= Total Cover	

Sapling/Shrub Stratum	Plot Size (15 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Ostrya virginiana*	20	Y	FACU
2	*Acer saccharum*	20	Y	FACU
3				
4				
5				
6				
7				
8				
9				
10				
		40	= Total Cover	

Herb Stratum	Plot Size (5 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Carex pensylvanica*	20	Y	UPL
2	*Ostrya virginiana*	10	Y	FACU
3	*Acer saccharum*	10	Y	FACU
4	*Equisetum pratense*	5	N	FACW
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
		45	= Total Cover	

Woody Vine Stratum	Plot Size ( )	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		0	= Total Cover	

50/20 Thresholds

	20%	50%
Tree Stratum	16	40
Sapling/Shrub Stratum	8	20
Herb Stratum	9	23
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across all Strata: 7 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 0.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	0	x 1 =	0
FACW species	5	x 2 =	10
FAC species	0	x 3 =	0
FACU species	140	x 4 =	560
UPL species	20	x 5 =	100
Column totals	165 (A)		670 (B)

Prevalence Index = B/A = 4.06

Hydrophytic Vegetation Indicators:

___ Rapid test for hydrophytic vegetation
___ Dominance test is >50%
___ Prevalence index is ≤3.0*
___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

Granite City Environmental

SOIL **Sampling Point:** TB1-U1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-6	10YR 3/3	100					Loamy sand	
6-14	10YR 3/4	100					Loamy sand	
14-20	7.5YR 3/4	90	10YR 5/8	10	C	M	Loamy sand	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains
**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

___ Histisol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5)
___ Depleted Below Dark Suface (A11)
___ Thick Dark Surface (A12)
___ Sandy Mucky Mineral (S1)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Dark Surface (S7) (**LRR R, MLRA 149B**)
___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**
___ Loamy Mucky Mineral (F1) (**LRR K, L**)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**
___ Coast Prairie Redox (A16) (**LRR K, L, R**)
___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
___ Dark Surface (S7) (**LRR K, L**
___ Polyvalue Below Surface (S8) (**LRR K, L**)
___ Thin Dark Surface (S9) (**LRR K, L**)
___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
___ Mesic Spodic (TA6) (**MLRA 144A, 145, 149B**)
___ Red Parent Material (F21)
___ Very Shallow Dark Surface (TF12)
___ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? ___N___

Remarks:

Granite City Environmental

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: 24-1-123104, 24-1-123103 & 24-1-123102 City/County: Aikin Sampling Date: 10/18/2024
Applicant/Owner: Russell Sampson / Elm Island Properties, LLC State: MN Sampling Point: TC1-W1
Investigator(s): Clint Jordahl/Granite City Environmental Section, Township, Range: Sec.15 T46N, R26W
Landform (hillslope, terrace, etc.): Foot slope Local relief (concave, convex, none): Concave
Slope (%): 0 to 1 Lat.: 46.46844 Long.: -93.61403 Datum:
Soil Map Unit Name Lupton muck NWI Classification: PFO2Dg
Are climatic/hydrologic conditions of the site typical for this time of the year? No (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal
Are vegetation ____, soil ____, or hydrology ____ naturally problematic? circumstances" present? Yes
(If needed, explain any answers in remarks)
Antecedent precipitation analysis indicate climatic conditions are Dry.

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	Y	**Is the sampled area within a wetland?**	Y
Hydric soil present?	Y		
Indicators of wetland hydrology present?	Y	If yes, optional wetland site ID:	C

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- [X] Surface Water (A1)
- [X] High Water Table (A2)
- [ ] Saturation (A3)
- [ ] Water Marks (B1)
- [ ] Sediment Deposits (B2)
- [ ] Drift Deposits (B3)
- [ ] Algal Mat or Crust (B4)
- [ ] Iron Deposits (B5)
- [ ] Inundation Visible on Aerial Imagery (B7)
- [ ] Sparsely Vegetated Concave Surface (B8)
- [ ] Water-Stained Leaves (B9)
- [ ] Aquatic Fauna (B13)
- [ ] Marl Deposits (B15)
- [ ] Hydrogen Sulfide Odor (C1)
- [ ] Oxidized Rhizospheres on Living Roots (C3)
- [ ] Presence of Reduced Iron (C4)
- [ ] Recent Iron Reduction in Tilled Soils (C6)
- [ ] Thin Muck Surface (C7)
- [ ] Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- [ ] Surface Soil Cracks (B6)
- [ ] Drainage Patterns (B10)
- [ ] Moss Trim Lines (B16)
- [ ] Dry-Season Water Table (C2)
- [ ] Crayfish Burrows (C8)
- [ ] Saturation Visible on Aerial Imagery (C9)
- [ ] Stunted or Stressed Plants (D1)
- [X] Geomorphic Position (D2)
- [ ] Shallow Aquitard (D3)
- [X] FAC-Neutral Test (D5)
- [ ] Microtopographic Relief (D4)

Field Observations:

Surface water present?	Yes	____	No	X	Depth (inches): ____
Water table present?	Yes	X	No	____	Depth (inches): 5
Saturation present? (includes capillary fringe)	Yes	X	No	____	Depth (inches): 0

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Granite City Environmental

VEGETATION - Use scientific names of plants

Sampling Point: TC1-W1

Tree Stratum	Plot Size (30 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Acer saccharum*	60	Y	FACU
2	*Fraxinus pennsylvanica*	20	Y	FACW
3				
4				
5				
6				
7				
8				
9				
10				
		80	= Total Cover	

Sapling/Shrub Stratum	Plot Size (15 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Fraxinus pennsylvanica*	20	Y	FACW
2	*Acer saccharum*	10	Y	FACU
3				
4				
5				
6				
7				
8				
9				
10				
		30	= Total Cover	

Herb Stratum	Plot Size (5 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Carex lacustris*	50	Y	OBL
2	*Calamagrostis canadensis*	40	Y	OBL
3	*Typha latifolia*	10	N	OBL
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
		100	= Total Cover	

Woody Vine Stratum	Plot Size ( )	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		0	= Total Cover	

50/20 Thresholds

	20%	50%
Tree Stratum	16	40
Sapling/Shrub Stratum	6	15
Herb Stratum	20	50
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across all Strata: 6 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 66.67% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	100	x 1 =	100
FACW species	40	x 2 =	80
FAC species	0	x 3 =	0
FACU species	70	x 4 =	280
UPL species	0	x 5 =	0
Column totals	210 (A)		460 (B)

Prevalence Index = B/A = 2.19

Hydrophytic Vegetation Indicators:

- ___ Rapid test for hydrophytic vegetation
- X Dominance test is >50%
- X Prevalence index is ≤3.0*
- ___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? Y

Remarks: (Include photo numbers here or on a separate sheet)

Granite City Environmental

SOIL **Sampling Point:** TC1-W1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-20	N 2/0	100					Muck	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains
**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

- X Histisol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Suface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7) (**LRR R, MLRA 149B**)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Dark Surface (S7) (**LRR K, L**
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Mesic Spodic (TA6) (**MLRA 144A, 145, 149B**)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? ___Y___

Remarks:

Granite City Environmental

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: 24-1-123104, 24-1-123103 & 24-1-123102 City/County: Aikin Sampling Date: 10/18/2024
Applicant/Owner: Russell Sampson / Elm Island Properties, LLC State: MN Sampling Point: TC1-U1
Investigator(s): Clint Jordahl/Granite City Environmental Section, Township, Range: Sec.15 T46N, R26W
Landform (hillslope, terrace, etc.): Shoulder Local relief (concave, convex, none): Convex
Slope (%): 0 to 1 Lat.: 46.46844 Long.: -93.61403 Datum:
Soil Map Unit Name Menahga loamy sand 12 to 25 percent slopes NWI Classification: PFO2Dg
Are climatic/hydrologic conditions of the site typical for this time of the year? No (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Yes
Are vegetation ____, soil ____, or hydrology ____ naturally problematic?
(If needed, explain any answers in remarks)
Antecedent precipitation analysis indicate climatic conditions are Dry.

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	N	**Is the sampled area within a wetland?**	N
Hydric soil present?	N		
Indicators of wetland hydrology present?	N	If yes, optional wetland site ID:	C

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Microtopographic Relief (D4)

Field Observations:

Surface water present?	Yes ____	No X	Depth (inches): ____	**Indicators of wetland hydrology present?** N
Water table present?	Yes ____	No X	Depth (inches): ____	
Saturation present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____	

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Granite City Environmental

VEGETATION - Use scientific names of plants

Sampling Point: TC1-U1

Tree Stratum	Plot Size (30 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Acer saccharum*	60	Y	FACU
2	*Quercus rubra*	20	Y	FACU
3	*Fraxinus pennsylvanica*	10	N	FACW
4				
5				
6				
7				
8				
9				
10				
		90	= Total Cover	

Sapling/Shrub Stratum	Plot Size (15 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Ostrya virginiana*	10	Y	FACU
2	*Acer saccharum*	10	Y	FACU
3				
4				
5				
6				
7				
8				
9				
10				
		20	= Total Cover	

Herb Stratum	Plot Size (5 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Dryopteris carthusiana*	10	Y	FACW
2	*Equisetum pratense*	10	Y	FACW
3	*Acer saccharum*	5	N	FACU
4	*Ostrya virginiana*	5	N	FACU
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
		30	= Total Cover	

Woody Vine Stratum	Plot Size ( )	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		0	= Total Cover	

50/20 Thresholds

	20%	50%
Tree Stratum	18	45
Sapling/Shrub Stratum	4	10
Herb Stratum	6	15
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across all Strata: 6 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 33.33% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	0	x 1 =	0
FACW species	30	x 2 =	60
FAC species	0	x 3 =	0
FACU species	110	x 4 =	440
UPL species	0	x 5 =	0
Column totals	140 (A)		500 (B)

Prevalence Index = B/A = 3.57

Hydrophytic Vegetation Indicators:

___ Rapid test for hydrophytic vegetation
___ Dominance test is >50%
___ Prevalence index is ≤3.0*
___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

Granite City Environmental

SOIL **Sampling Point:** TC1-U1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-6	10YR 3/2	100					Loamy sand	Soil and color are dry
6-18	10YR 4/4	100					Sand & gravel	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains
**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

___ Histisol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5)
___ Depleted Below Dark Suface (A11)
___ Thick Dark Surface (A12)
___ Sandy Mucky Mineral (S1)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Dark Surface (S7) (**LRR R, MLRA 149B**)
___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**
___ Loamy Mucky Mineral (F1) (**LRR K, L**)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**
___ Coast Prairie Redox (A16) (**LRR K, L, R**)
___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
___ Dark Surface (S7) (**LRR K, L**
___ Polyvalue Below Surface (S8) (**LRR K, L**)
___ Thin Dark Surface (S9) (**LRR K, L**)
___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
___ Mesic Spodic (TA6) (**MLRA 144A, 145, 149B**)
___ Red Parent Material (F21)
___ Very Shallow Dark Surface (TF12)
___ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? ___N___

Remarks:

Granite City Environmental

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: 24-1-123104, 24-1-123103 & 24-1-123102 City/County: Aikin Sampling Date: 10/18/2024
Applicant/Owner: Russell Sampson / Elm Island Properties, LLC State: MN Sampling Point: TD1-W1
Investigator(s): Clint Jordahl/Granite City Environmental Section, Township, Range: Sec.15 T46N, R26W
Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave
Slope (%): 0 to 1 Lat.: 46.46896 Long.: -93.61277 Datum:
Soil Map Unit Name: Menahga loamy sand 1 to 6 percent slopes NWI Classification: Upland
Are climatic/hydrologic conditions of the site typical for this time of the year? No (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal
Are vegetation ____, soil ____, or hydrology ____ naturally problematic? circumstances" present? Yes
(If needed, explain any answers in remarks)
Antecedent precipitation analysis indicate climatic conditions are Dry.

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	Y	**Is the sampled area within a wetland?**	Y
Hydric soil present?	Y		
Indicators of wetland hydrology present?	Y	If yes, optional wetland site ID:	D

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)
- ___ Microtopographic Relief (D4)

Field Observations:

Surface water present?	Yes ____	No X	Depth (inches): ____	**Indicators of wetland hydrology present?**	Y
Water table present?	Yes ____	No X	Depth (inches): ____		
Saturation present? (includes capillary fringe)	Yes ____	No X	Depth (inches): ____		

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Granite City Environmental

VEGETATION - Use scientific names of plants

Sampling Point: TD1-W1

Tree Stratum	Plot Size (30 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Ulmus americana*	20	Y	FACW
2	*Fraxinus pennsylvanica*	10	Y	FACW
3				
4				
5				
6				
7				
8				
9				
10				
		30	= Total Cover	

Sapling/Shrub Stratum	Plot Size (15 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Fraxinus pennsylvanica*	20	Y	FACW
2	*Ulmus americana*	10	Y	FACW
3				
4				
5				
6				
7				
8				
9				
10				
		30	= Total Cover	

Herb Stratum	Plot Size (5 ft)	Absolute % Cover	Dominant Species	Indicator Status
1	*Carex lacustris*	10	Y	OBL
2	*Carex sp.*	10	Y	FACW
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
		20	= Total Cover	

Woody Vine Stratum	Plot Size ( )	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		0	= Total Cover	

50/20 Thresholds

	20%	50%
Tree Stratum	6	15
Sapling/Shrub Stratum	6	15
Herb Stratum	4	10
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across all Strata: 6 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 100.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	10	x 1 =	10
FACW species	70	x 2 =	140
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column totals	80 (A)		150 (B)

Prevalence Index = B/A = 1.88

Hydrophytic Vegetation Indicators:

- ___ Rapid test for hydrophytic vegetation
- X Dominance test is >50%
- X Prevalence index is ≤3.0*
- ___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? Y

Remarks: (Include photo numbers here or on a separate sheet)

Tree trucks are buttressed below the line

Granite City Environmental

SOIL **Sampling Point:** TD1-W1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-7	10YR 2/1	100					Loam	mucky
7-20	10YR 4/2	90	10YR 5/8	10	C	M	Loamy sand	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains
**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

- ___ Histisol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- X Depleted Below Dark Suface (A11)
- ___ Thick Dark Surface (A12)
- X Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- X Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7) (**LRR R, MLRA 149B**)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Dark Surface (S7) (**LRR K, L**
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Mesic Spodic (TA6) (**MLRA 144A, 145, 149B**)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? ___Y___

Remarks:

Granite City Environmental

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: 24-1-123104, 24-1-123103 & 24-1-123102 City/County: Aikin Sampling Date: 10/18/2024
Applicant/Owner: Russell Sampson / Elm Island Properties, LLC State: MN Sampling Point: TD1-U1
Investigator(s): Clint Jordahl/Granite City Environmental Section, Township, Range: Sec.15 T46N, R26W
Landform (hillslope, terrace, etc.): Backslope Local relief (concave, convex, none): Linear
Slope (%): 0 to 5 Lat.: 46.46896 Long.: -93.61277 Datum:
Soil Map Unit Name Menahga loamy sand 1 to 6 percent slopes NWI Classification: Upland
Are climatic/hydrologic conditions of the site typical for this time of the year? No (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal
Are vegetation ____, soil ____, or hydrology ____ naturally problematic? circumstances" present? Yes
(If needed, explain any answers in remarks)
Antecedent precipitation analysis indicate climatic conditions are Dry.

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	N	**Is the sampled area within a wetland?**	N
Hydric soil present?	N		
Indicators of wetland hydrology present?	N	If yes, optional wetland site ID:	D

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Microtopographic Relief (D4)

Field Observations:

Surface water present?	Yes ____	No X	Depth (inches):	
Water table present?	Yes ____	No X	Depth (inches):	
Saturation present? (includes capillary fringe)	Yes ____	No X	Depth (inches):	

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Granite City Environmental

VEGETATION - Use scientific names of plants

Sampling Point: TD1-U1

Tree Stratum (Plot Size: 30 ft)	Absolute % Cover	Dominant Species	Indicator Status
1 *Ulmus americana*	20	Y	FACW
2 *Fraxinus pennsylvanica*	20	Y	FACW
3 *Quercus macrocarpa*	20	Y	FACU
4 *Quercus rubra*	20	Y	FACU
5			
6			
7			
8			
9			
10			
	80 = Total Cover		

Sapling/Shrub Stratum (Plot Size: 15 ft)	Absolute % Cover	Dominant Species	Indicator Status
1 *Ostrya virginiana*	10	Y	FACU
2 *Pinus strobus*	10	Y	FACU
3			
4			
5			
6			
7			
8			
9			
10			
	20 = Total Cover		

Herb Stratum (Plot Size: 5 ft)	Absolute % Cover	Dominant Species	Indicator Status
1 *Carex pensylvanica*	20	Y	UPL
2 *Pteridium aquilinum*	20	Y	FACU
3 *Viola canadensis*	10	N	FACU
4 *Tilia americana*	5	N	FACU
5 *Thalictrum dioicum*	5	N	FACU
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
	60 = Total Cover		

Woody Vine Stratum (Plot Size:)	Absolute % Cover	Dominant Species	Indicator Status
1			
2			
3			
4			
5			
	0 = Total Cover		

50/20 Thresholds

	20%	50%
Tree Stratum	16	40
Sapling/Shrub Stratum	4	10
Herb Stratum	12	30
Woody Vine Stratum	0	0

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across all Strata: 8 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 25.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	0	x 1 =	0
FACW species	40	x 2 =	80
FAC species	0	x 3 =	0
FACU species	100	x 4 =	400
UPL species	20	x 5 =	100
Column totals	160 (A)		580 (B)

Prevalence Index = B/A = 3.63

Hydrophytic Vegetation Indicators:

___ Rapid test for hydrophytic vegetation
___ Dominance test is >50%
___ Prevalence index is ≤3.0*
___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Definitions of Vegetation Strata:

Tree - Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1 m) tall.

Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines - All woody vines greater than 3.28 ft in height.

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

Granite City Environmental

SOIL **Sampling Point:** TD1-U1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-8	10YR 3/4	100					Loam	Soil and color are dry
8-14	10YR 4/4						Loamy sand	
14-20	10YR 4/4	90	10YR 5/8	10	C	M	Loamy sand & gravel	

*Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains
**Location: PL=Pore Lining, M=Matrix

Hydric Soil Indicators:

___ Histisol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5)
___ Depleted Below Dark Suface (A11)
___ Thick Dark Surface (A12)
___ Sandy Mucky Mineral (S1)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Dark Surface (S7) (**LRR R, MLRA 149B**)
___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**
___ Loamy Mucky Mineral (F1) (**LRR K, L**)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**
___ Coast Prairie Redox (A16) (**LRR K, L, R**)
___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
___ Dark Surface (S7) (**LRR K, L**
___ Polyvalue Below Surface (S8) (**LRR K, L**)
___ Thin Dark Surface (S9) (**LRR K, L**)
___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
___ Mesic Spodic (TA6) (**MLRA 144A, 145, 149B**)
___ Red Parent Material (F21)
___ Very Shallow Dark Surface (TF12)
___ Other (Explain in Remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? ___N___

Remarks:

N
W
E
S

B-1

A-15

B-16

C-1

Wet Land

Oriole Avenue

D-1 to 15

Proposed 24' Road Surface

Proposed 24' Road Surface

OHWL

N 26°54'00" W
465.29

INFILTRATION BASIN (TYP)
367 SF AT SURFACE EACH

Wet Land

Elm Island Lake

OHWL - 1229.25 (NAVD88)

BM - $\frac{5}{16}$" Bolt 0.8' above ground in west side of 2.5' Oak, 30' from waters edge at private residence 31528 374th Pl, Aitkin El.=1132.10 (NAVD88)

0 60' 120'

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

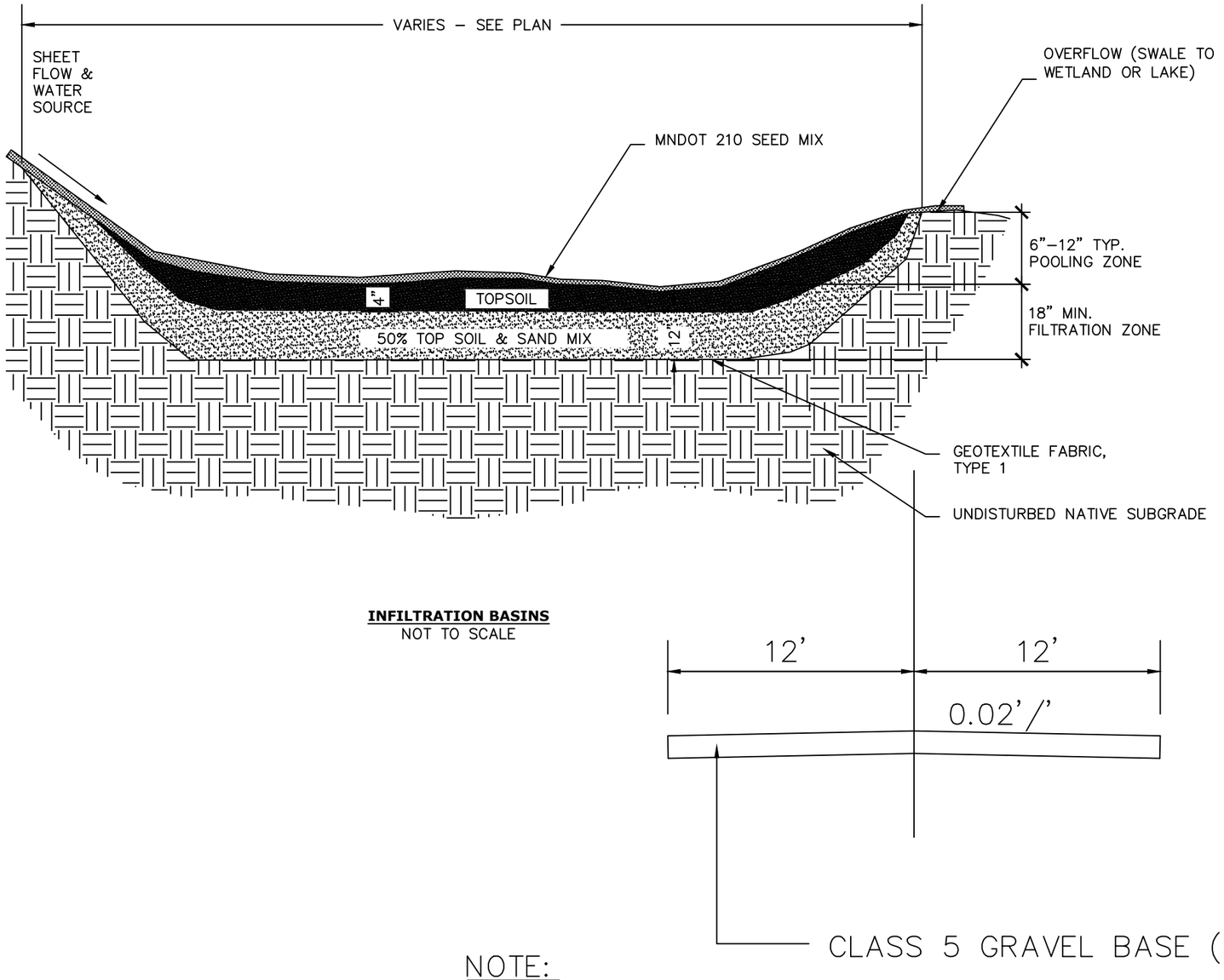
Signature: _____
Michael G. Nelson, PE
Registration No. 26807

Date: _____
My Registration Expires June 30, 2026

Anez Consulting, Inc
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

GRADING_PLAN

Scale	Date
Project Number	Sheet Number 1



INFILTRATION BASINS
NOT TO SCALE

CONSTRUCTION NOTES:

1. A MINIMUM OF 6 INFILTRATION BASINS SHALL BE CONSTRUCTED AT LOCATIONS SHOWN ON THE PLAN OR DETERMINED IN THE FIELD TO CAPTURE AND FILTER STORM WATER RUNOFF AS EFFECTIVELY AS POSSIBLE.
2. SILT FENCE AND TOPSOIL BERMING SHALL BE UTILIZED DURING CONSTRUCTION TO PREVENT ANY SEDIMENT AND EROSION FROM ENTERING LAKES AND WETLANDS.

NOTE:

1. CLASS 5 GRAVEL BASE TO BE 6" MINIMUM.

ROAD SECTION
NOT TO SCALE

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

Signature: _____
Michael G. Nelson, PE
Registration No. 26807

Date: _____
My Registration Expires June 30, 2026

Anez Consulting, Inc
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

DETAILS

Scale	Date
Project Number	Sheet Number 2

PROJECT INFORMATION

This Project includes development of an existing lake property. These improvements include installing and maintaining all associated components in this plan, including infiltration areas, gravel access roads, and gravel turnaround areas.

This Storm Water Pollution Prevention Plan (SWPPP) complies with the provisions of the Minnesota Pollution Control Agency (MPCA) General Permit No. MN R100001 Authorization to Discharge Stormwater Associated with Construction Activity Under the National Pollutant Discharge Elimination System (NPDES). A Notice of Intent (NOI) for coverage under the General Permit (GP) will be submitted.

RESPONSIBLE PARTIES

The Site Erosion Control Supervisor is a person knowledgeable and experienced in the application of erosion prevention and sediment control BMPs who is responsible for the implementation of the SWPPP, and the installation, inspection and maintenance of the erosion prevention and sediment control BMPs before and during construction.

The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction, all necessary precautions shall be taken to avoid damage to any existing utility.

Training:

The Contractor shall ensure that individuals performing installations and inspections have been trained in accordance with the General Permit. The Contractor shall ensure the training is recorded with the SWPPP before the start of construction or as soon as the personnel for the project have been determined. Documentation shall include:

1. Names of the personnel that are required to be trained.
2. Dates of training, name of instructor, and entity providing training.
3. Content of training course, including the number of hours of training.

Inspections:

A trained person designated by the SWPPP Coordinator must complete all inspections. Inspection and maintenance activities shall be documented in writing and records shall be retained on-site. Inspections shall be conducted at least once every fourteen (14) calendar days and within 24 hours of each precipitation event of at least 0.5 inches in a 24 hour period. Inspection frequency can be reduced to once per calendar month in areas where:

1. Temporary stabilization has been completed but where construction continues,
2. Runoff is unlikely due to winter conditions (e.g., site is covered with snow, ice or the ground is frozen),
3. Construction is occurring during seasonal arid periods in arid or semi-arid areas.

Recordkeeping:

All records, including but not limited to inspections and SWPPP reviews and changes, General Application, document submissions, etc. must be maintained on-site (field office or on-site vehicle) until coverage under the permit has been terminated. The Contractor shall provide appropriate agencies with access and copies of these records upon request. Original documentation may be attached to or filed with the on-site SWPPP copy. According to the General Permit, the information noted below shall be included as part of recordkeeping, at a minimum:

1. Name of person(s) conducting the inspections or maintenance;
2. When inspections or maintenance are conducted;
3. The findings of the inspections or maintenance;
4. Any corrective actions taken (including dates, times, an the responsible part for completing maintenance);
5. Date and amount of rainfall events greater than 0.5 inches in 24 hours; and
6. Document changes to this SWPPP as required by regulation.

Permanent Stormwater Management:

The project design will provide treatment for stormwater prior to discharge to surface waters. Treatment will be provided through a combination of, proposed infiltration basins and existing grassed water ways.

5-year/1-hour storm rainfall amount: 1.82 inches

25-year/24-hour storm rainfall amount: 5.68 inches

CONSTRUCTION ACTIVITY

Construction activities are anticipated to commence after pre construction meeting. The Project will generally take place in the following sequence:

1. INSTALL Preliminary erosion control Best Management Practices (BMPs)
2. Topsoil stripping, clearing, and stockpiling
3. Rough grading and temporary stabilization
4. Installation of subsurface drains and culverts
5. Finish grading, topsoiling, and final stabilization

Erosion Prevention

All erosion prevention BMPs shall be installed to minimize erosion from disturbed surfaces and to capture sediment onsite. All erosion control measure shall be in place prior to the commencement of any ground-disturbing activities and must be maintained until final stabilization is achieved.

Use phased construction whenever practical and establish turf as soon as possible to minimize sediment transport.

Sediment must be stabilized to prevent it from being washed back into the basin, conveyances, or drainageways discharging off-site or to surface waters.

Temporary or permanent seeding and mulching of all exposed soils not being actively worked shall take place within 24 hours for locations in existing ditches or waterways, at all pipe ends and within 200 feet of surface water; within 14 days for all other locations. See erosion control plans for details.

Temporary mulching shall be at a rate of 2.0 ton/acre

Seed mix and application shall comply with the appropriate County Soil and Water Conservation Service specifications.

Sediment Control

- Perimeter sediment control devices must be established on all down-gradient perimeters prior to the commencement of any ground-disturbing activities.
- The contractor shall adjust the perimeter silt fencing to accommodate the installation of ditch check dams as necessary.
- Tracked soil onto existing public roads shall be removed within 24 hours.
- Perimeter silt fence shall be installed downstream of all topsoil stockpiles. All stockpiles shall be temporarily covered if left more than 7 days.
- Stockpiles cannot be placed in surface waters or in water conveyances, such as ditches.
- A rock construction entrance must be constructed at all planned entrances/exits from the site. Rock construction entrance must be a minimum of 24 feet wide and 50 feet long with a minimum of 6" of 2-4" clean rock.
- Rock log or silt fence inlet protection shall be installed and maintained until turf has been established.
- Redundant sediment controls shall be used near all surface waters.

Dewatering

The Contractor must discharge turbid or sediment-laden waters related to dewatering or basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) to a temporary or permanent sedimentation basin on the project site unless infeasible.

Discharge points must be adequately protected from erosion and scour. The discharge must be dispersed over natural rock riprap, sand bags, plastic sheeting, or other accepted energy dissipation measures.

The Contractor may discharge from the temporary or permanent sedimentation basins to surface waters if the basin water has been visually checked to ensure adequate treatment has been obtained in the basin. The discharge must not result in floating solids, visible oil film, excessive suspended solids, discoloration, obnoxious odors or other harmful effects to receiving waters.

If the water cannot be discharged to a sedimentation basin prior to entering the surface water, it must be treated with the appropriate BMPs, such that the discharge does not adversely affect the receiving water or downstream properties.

If the Permittee(s) must discharge water that contains oil or grease, the Permittee(s) must use an oil-water separator or suitable filtration device (e.g. cartridge filters, absorbents pads) prior to discharging the water.

Pollution Prevention

The Contractor will comply with the requirements regarding pollution prevention management during construction, including:

a. Concrete washout areas for use by all subcontractors. The location of washout areas must be identified by signage and must be at least 200' from environmentally sensitive areas. The washout must be a leak-proof containment or impermeable liner that prevents runoff onto adjacent soils. An engineered system can also be used. The washout pit and dried contents shall be removed upon completion of construction and properly disposed of.

b. Solid waste collection and removal.

c. Secondary Containment.

d. Secured hazardous waste storage containers.

e. Chemical spill kits.

f. Portable restroom facilities that are anchored and located so that spills will not flow to environmentally

sensitive areas.

Burning/burying of any material is not allowed within the project boundary.

Final Stabilization and Termination

A Notice of Termination (NOT) must be submitted within 30 days after the site has undergone final stabilization. Final Stabilization requires that all soil disturbing activities at the site have been completed and all soils have been stabilized by a uniform perennial vegetative cover. All temporary synthetic and structural erosion prevention and sediment control BMPs (such as silt fence) must be removed. BMPs designed to decompose on site (such as some compost logs) may be left in place. For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land) Final Stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use.

SPECIFICATIONS FOR SEEDING AND STABILIZATION

TEMPORARY SEEDING:

FALL

SEED MIX	:	21-112
APPLICATION RATE	:	100 LBS/ACRE
SEEDING PERIOD	:	8/1 TO 10/1
FERTILIZER TYPE	:	PER MANUFACTURES RECOMMENDATION
FERTILIZER		
APPLICATION RATE	:	PER MANUFACTURES RECOMMENDATION
MULCH TYPE	:	HAY OR STRAW
MULCH RATE	:	2 TONS/ACRE

SPRING/SUMMER

SEED MIX	:	21-111
APPLICATION RATE	:	50 LBS/ACRE
SEEDING PERIOD	:	5/1 TO 8/1
FERTILIZER TYPE	:	PER MANUFACTURES RECOMMENDATION
FERTILIZER		
APPLICATION RATE	:	PER MANUFACTURES RECOMMENDATION
MULCH TYPE	:	HAY OR STRAW
MULCH RATE	:	2 TONS/ACRE

PERMANANT SEEDING: SEED MIX 36-211

APPLICATION RATE	:	34.5 LBS/ACRE
SEEDING PERIODS	:	4/15 TO 7/20, 9/20 TO 10/20
FERTILIZER TYPE	:	PER MANUFACTURES RECOMMENDATION
FERTILIZER		
APPLICATION RATE	:	PER MANUFACTURES RECOMMENDATION
MULCH TYPE	:	HYDROSEED

NON-VEGETATIVE SURFACE STABILIZATION: MULCH

TEMPORARY MULCH TYPE	:	HAY OR STRAW
APPLICATION RATE	:	3 TONS/ACRE
ANCHOR MATERIAL	:	WOOD CELLULOSE/HYDROSEED
APPLICATION RATE	:	800 LBS/ACRE

NOTES:
1. THE MULCH APPLICATION RATE FOR CHANNELS AND 3:1 SLOPES SHALL BE 3 TONS PER ACRE AS INDICATED ON THE PLAN.
2. STRAW AND HAY MULCH SHALL BE DISC ANCHORED IMMEDIATELY AFTER APPLICATION TO PREVENT BEING WINDBLOWN.
3. SEED MIX AND APPLICATION SHALL COMPLY WITH THE MN DOT SEEDING MANUAL 2014 EDITION.

CERTIFICATIONS/QUALIFICATIONS

Position	Name	Qualifications
Construction Site Manager		
Construction Installer		
SWPPP Designer	Mike Nelson, Anez Consulting, Inc.	Professional Engineer

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

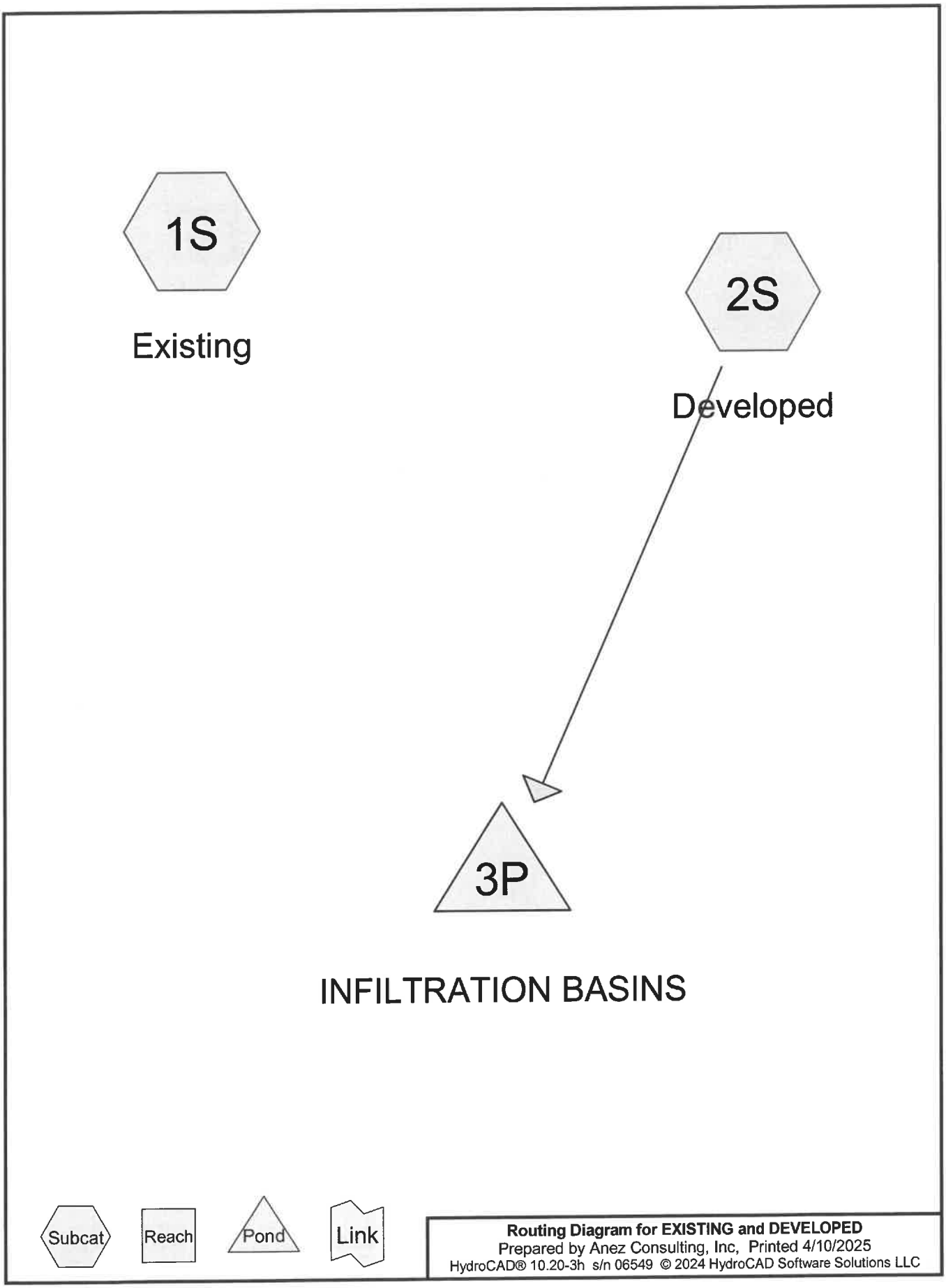
Signature: _____
Michael G. Nelson, PE
Registration No. 26807

Date: _____
My Registration Expires June 30, 2026

Anez Consulting, Inc
1700 Technology Drive NE
Suite 130
Wilmar, MN 56201
(320) 235-1970

SWPPP

Scale	Date
Project Number	Sheet Number 3



Routing Diagram for EXISTING and DEVELOPED
Prepared by Anez Consulting, Inc, Printed 4/10/2025
HydroCAD® 10.20-3h s/n 06549 © 2024 HydroCAD Software Solutions LLC

Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	2yr	Type II 24-hr		Default	24.00	1	2.72	2
2	10yr	Type II 24-hr		Default	24.00	1	3.96	2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
1.449	77	1/8 acre lots, 65% imp, HSG A (2S)
1.449	30	Woods, Good, HSG A (1S)
2.898	**54**	**TOTAL AREA**

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
2.898	HSG A	1S, 2S
0.000	HSG B	
0.000	HSG C	
0.000	HSG D	
0.000	Other	
2.898		**TOTAL AREA**

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
1.449	0.000	0.000	0.000	0.000	1.449	1/8 acre lots, 65% imp	2S
1.449	0.000	0.000	0.000	0.000	1.449	Woods, Good	1S
2.898	**0.000**	**0.000**	**0.000**	**0.000**	**2.898**	**TOTAL AREA**	

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Existing Runoff Area=63,125 sf 0.00% Impervious Runoff Depth=0.00"
Flow Length=347' Slope=0.0700 '/' Tc=34.6 min CN=30 Runoff=0.00 cfs 0.000 af

Subcatchment 2S: Developed Runoff Area=63,125 sf 65.00% Impervious Runoff Depth=0.88"
Flow Length=347' Slope=0.0700 '/' Tc=15.9 min CN=77 Runoff=1.53 cfs 0.106 af

Pond 3P: INFILTRATION BASINS Peak Elev=2.39' Storage=3,257 cf Inflow=1.53 cfs 0.106 af
Discarded=0.03 cfs 0.086 af Primary=0.00 cfs 0.000 af Outflow=0.03 cfs 0.086 af

Total Runoff Area = 2.898 ac Runoff Volume = 0.106 af Average Runoff Depth = 0.44"
67.50% Pervious = 1.956 ac 32.50% Impervious = 0.942 ac

Summary for Subcatchment 1S: Existing

[45] Hint: Runoff=Zero

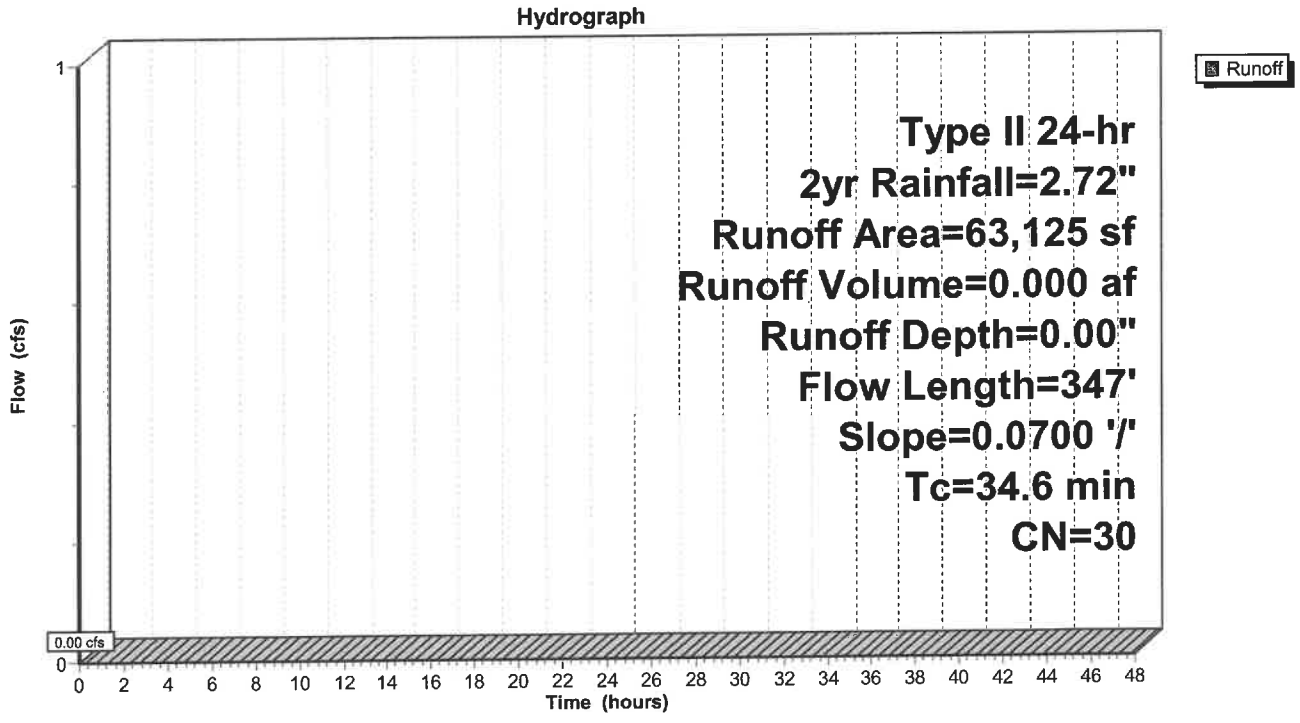
Runoff = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af, Depth= 0.00"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
Type II 24-hr 2yr Rainfall=2.72"

Area (sf)	CN	Description
63,125	30	Woods, Good, HSG A
63,125		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
34.0	300	0.0700	0.15		**Sheet Flow, trees** Woods: Light underbrush n= 0.400 P2= 2.72"
0.6	47	0.0700	1.32		**Shallow Concentrated Flow, trees** Woodland Kv= 5.0 fps
34.6	347	Total			

Subcatchment 1S: Existing



Summary for Subcatchment 2S: Developed

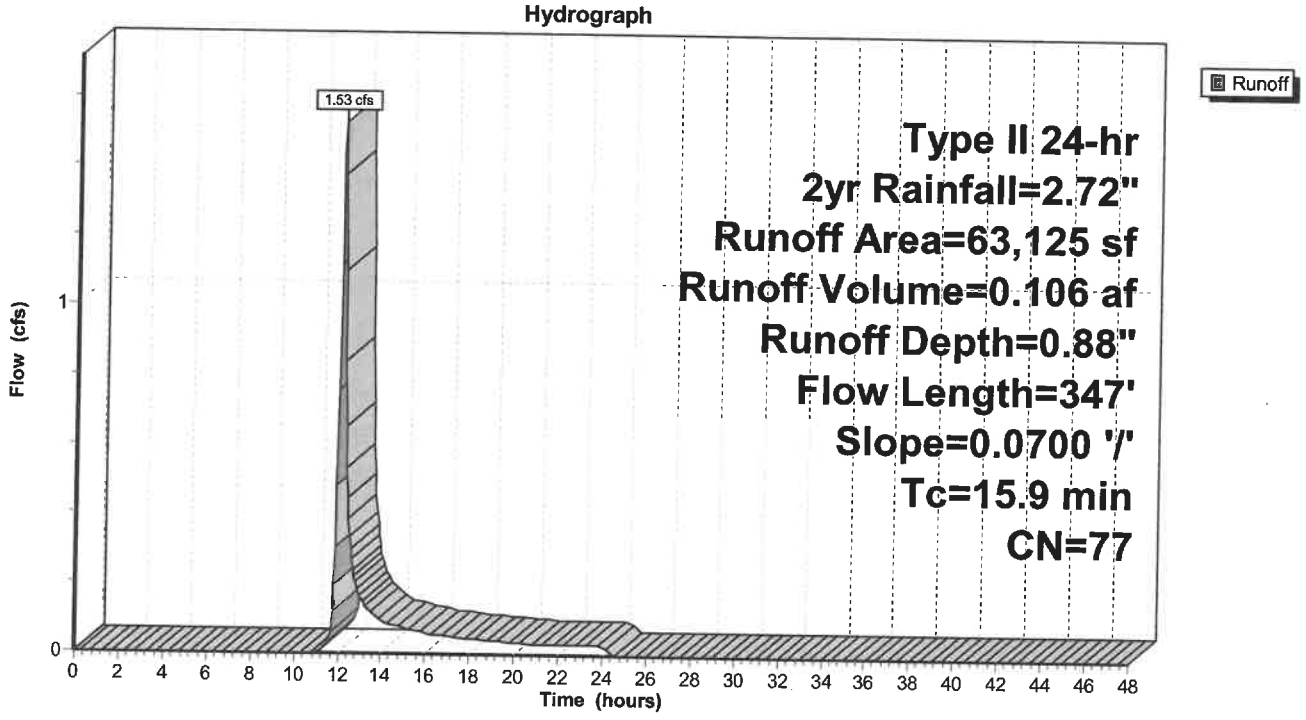
Runoff = 1.53 cfs @ 12.09 hrs, Volume= 0.106 af, Depth= 0.88"
Routed to Pond 3P : INFILTRATION BASINS

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
Type II 24-hr 2yr Rainfall=2.72"

Area (sf)	CN	Description
63,125	77	1/8 acre lots, 65% imp, HSG A
22,094		35.00% Pervious Area
41,031		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.5	300	0.0700	0.32		**Sheet Flow, road edge** Grass: Short n= 0.150 P2= 2.72"
0.4	47	0.0700	1.85		**Shallow Concentrated Flow, filter area** Short Grass Pasture Kv= 7.0 fps
15.9	347	Total			

Subcatchment 2S: Developed



Summary for Pond 3P: INFILTRATION BASINS

Inflow Area = 1.449 ac, 65.00% Impervious, Inflow Depth = 0.88" for 2yr event
Inflow = 1.53 cfs @ 12.09 hrs, Volume= 0.106 af
Outflow = 0.03 cfs @ 21.37 hrs, Volume= 0.086 af, Atten= 98%, Lag= 556.4 min
Discarded = 0.03 cfs @ 21.37 hrs, Volume= 0.086 af
Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
Peak Elev= 2.39' @ 21.37 hrs Surf.Area= 1,724 sf Storage= 3,257 cf
Flood Elev= 6.00' Surf.Area= 2,800 sf Storage= 11,420 cf

Plug-Flow detention time= 957.0 min calculated for 0.086 af (81% of inflow)
Center-of-Mass det. time= 872.8 min (1,740.7 - 867.9)

Volume	Invert	Avail.Storage	Storage Description
#1	0.00'	11,420 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

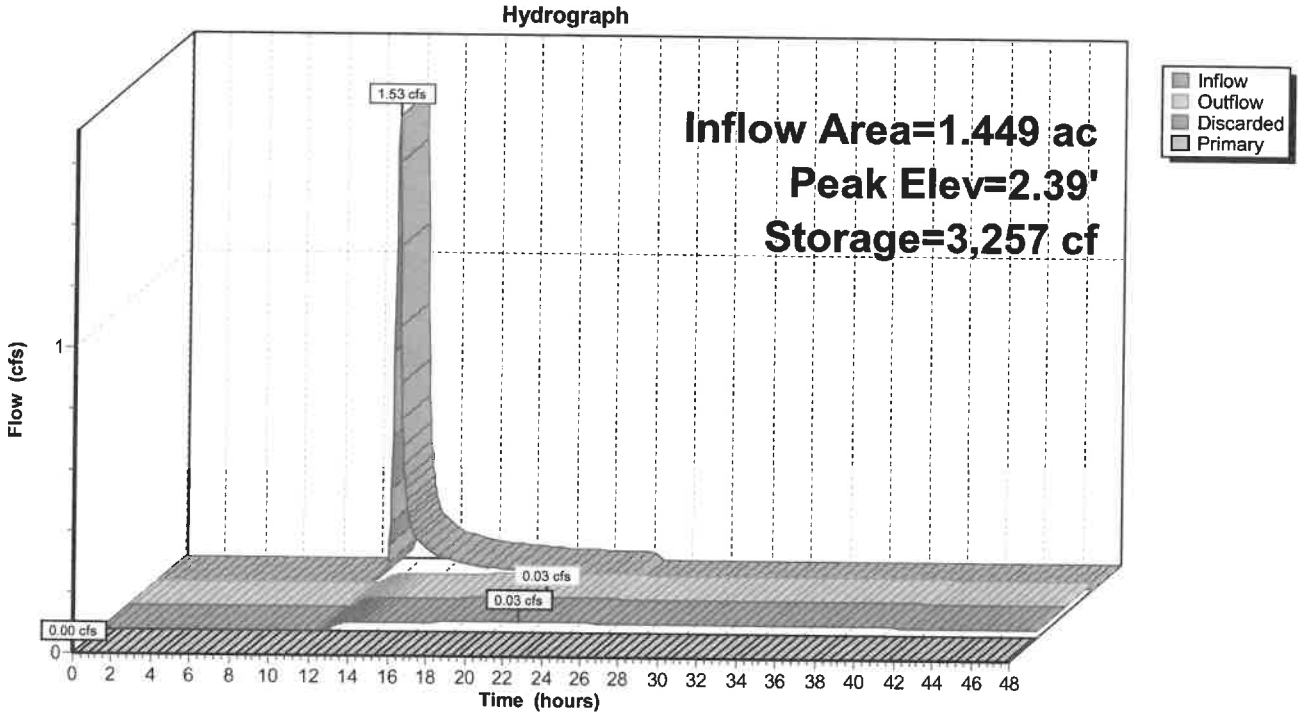
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
0.00	1,000	0	0
2.00	1,608	2,608	2,608
4.00	2,202	3,810	6,418
6.00	2,800	5,002	11,420

Device	Routing	Invert	Outlet Devices
#1	Discarded	0.00'	**0.800 in/hr Exfiltration over Surface area**
#2	Primary	5.00'	**2.0' long + 1.0 '/' SideZ x 5.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Discarded OutFlow Max=0.03 cfs @ 21.37 hrs HW=2.39' (Free Discharge)
↑—**1=Exfiltration** (Exfiltration Controls 0.03 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=0.00' (Free Discharge)
↑—**2=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 3P: INFILTRATION BASINS



Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Existing Runoff Area=63,125 sf 0.00% Impervious Runoff Depth=0.00"
Flow Length=347' Slope=0.0700 '/' Tc=34.6 min CN=30 Runoff=0.00 cfs 0.000 af

Subcatchment 2S: Developed Runoff Area=63,125 sf 65.00% Impervious Runoff Depth=1.78"
Flow Length=347' Slope=0.0700 '/' Tc=15.9 min CN=77 Runoff=3.20 cfs 0.215 af

Pond 3P: INFILTRATION BASINS Peak Elev=4.44' Storage=7,423 cf Inflow=3.20 cfs 0.215 af
Discarded=0.04 cfs 0.121 af Primary=0.00 cfs 0.000 af Outflow=0.04 cfs 0.121 af

Total Runoff Area = 2.898 ac Runoff Volume = 0.215 af Average Runoff Depth = 0.89"
67.50% Pervious = 1.956 ac 32.50% Impervious = 0.942 ac

Summary for Subcatchment 1S: Existing

[45] Hint: Runoff=Zero

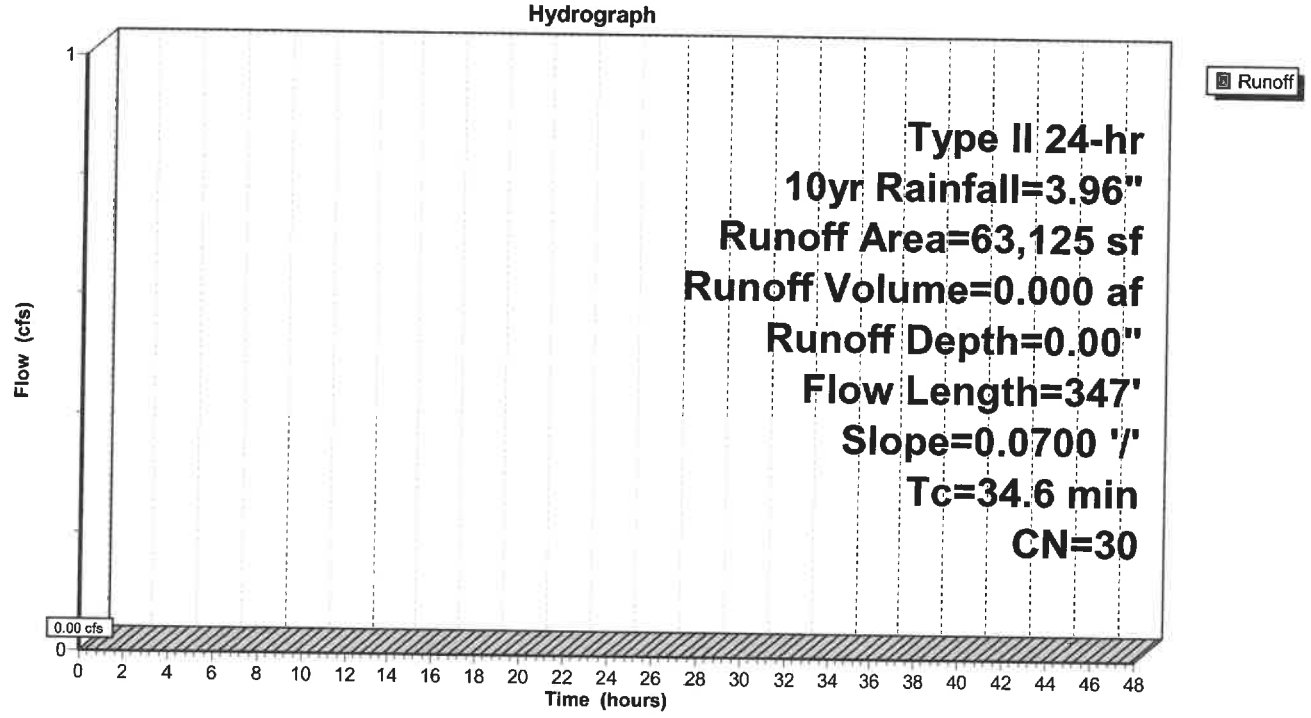
Runoff = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af, Depth= 0.00"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
Type II 24-hr 10yr Rainfall=3.96"

Area (sf)	CN	Description
63,125	30	Woods, Good, HSG A
63,125		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
34.0	300	0.0700	0.15		**Sheet Flow, trees** Woods: Light underbrush n= 0.400 P2= 2.72"
0.6	47	0.0700	1.32		**Shallow Concentrated Flow, trees** Woodland Kv= 5.0 fps
34.6	347	Total			

Subcatchment 1S: Existing



Summary for Subcatchment 2S: Developed

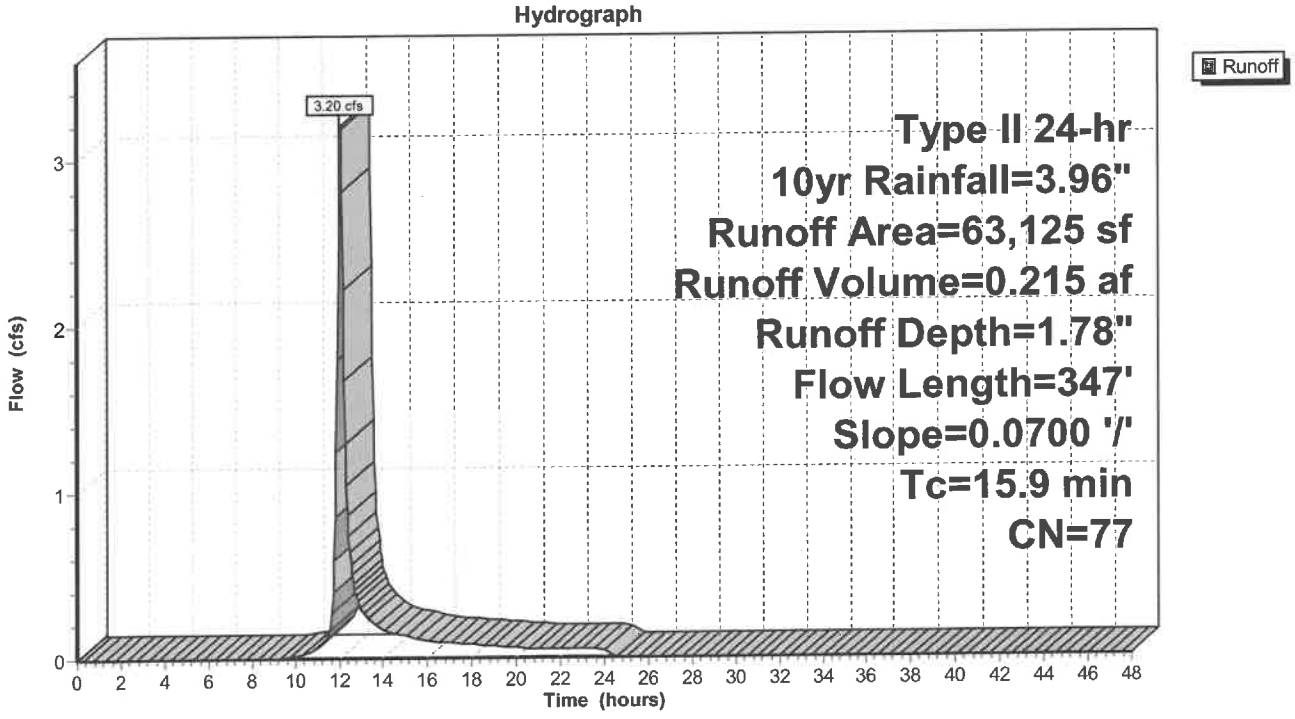
Runoff = 3.20 cfs @ 12.09 hrs, Volume= 0.215 af, Depth= 1.78"
Routed to Pond 3P : INFILTRATION BASINS

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
Type II 24-hr 10yr Rainfall=3.96"

Area (sf)	CN	Description
63,125	77	1/8 acre lots, 65% imp, HSG A
22,094		35.00% Pervious Area
41,031		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.5	300	0.0700	0.32		**Sheet Flow, road edge** Grass: Short n= 0.150 P2= 2.72"
0.4	47	0.0700	1.85		**Shallow Concentrated Flow, filter area** Short Grass Pasture Kv= 7.0 fps
15.9	347	Total			

Subcatchment 2S: Developed



Summary for Pond 3P: INFILTRATION BASINS

Inflow Area = 1.449 ac, 65.00% Impervious, Inflow Depth = 1.78" for 10yr event
Inflow = 3.20 cfs @ 12.09 hrs, Volume= 0.215 af
Outflow = 0.04 cfs @ 24.13 hrs, Volume= 0.121 af, Atten= 99%, Lag= 722.4 min
Discarded = 0.04 cfs @ 24.13 hrs, Volume= 0.121 af
Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
Peak Elev= 4.44' @ 24.13 hrs Surf.Area= 2,335 sf Storage= 7,423 cf
Flood Elev= 6.00' Surf.Area= 2,800 sf Storage= 11,420 cf

Plug-Flow detention time= 1,021.8 min calculated for 0.121 af (56% of inflow)
Center-of-Mass det. time= 900.7 min (1,747.6 - 846.9)

Volume	Invert	Avail.Storage	Storage Description
#1	0.00'	11,420 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

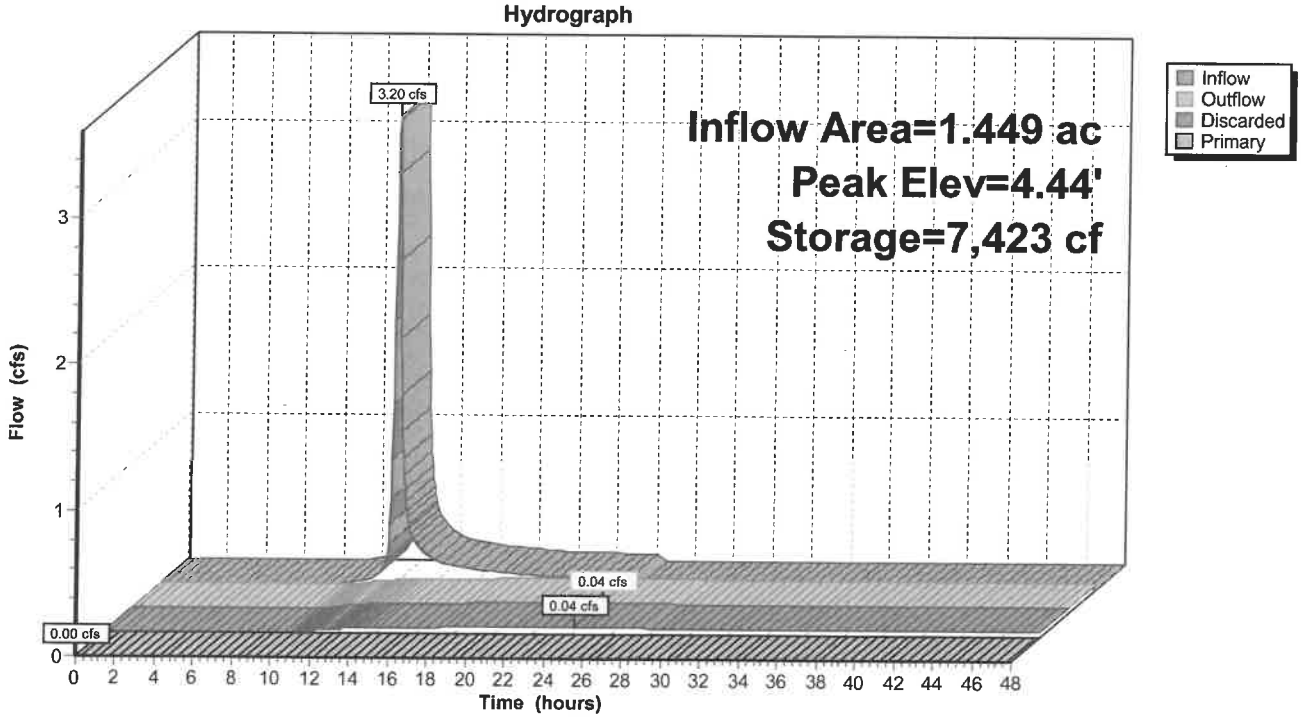
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
0.00	1,000	0	0
2.00	1,608	2,608	2,608
4.00	2,202	3,810	6,418
6.00	2,800	5,002	11,420

Device	Routing	Invert	Outlet Devices
#1	Discarded	0.00'	**0.800 in/hr Exfiltration over Surface area**
#2	Primary	5.00'	**2.0' long + 1.0 '/' SideZ x 5.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Discarded OutFlow Max=0.04 cfs @ 24.13 hrs HW=4.44' (Free Discharge)
↑**1=Exfiltration** (Exfiltration Controls 0.04 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=0.00' (Free Discharge)
↑**2=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 3P: INFILTRATION BASINS



ANEZ CONSULTING INC

1700 Technology Dr NE, Suite 130, Willmar, MN 56201

April 10, 2025

Reviewing Agency

Re: Elm Island Lake RV Park

To whom it may concern,

The grading and drainage plan for this project has been designed to minimize disturbance to the development of the proposed property as much as possible. Infiltration basins are proposed at strategic locations on the plan and/or during construction to remove sediment and filter storm runoff water prior to entering adjacent lakes and wetlands. The hydrology modeling provided indicates negligible flow increases with the installation of the proposed storm basins. Please feel free to call me with any questions.

Sincerely,

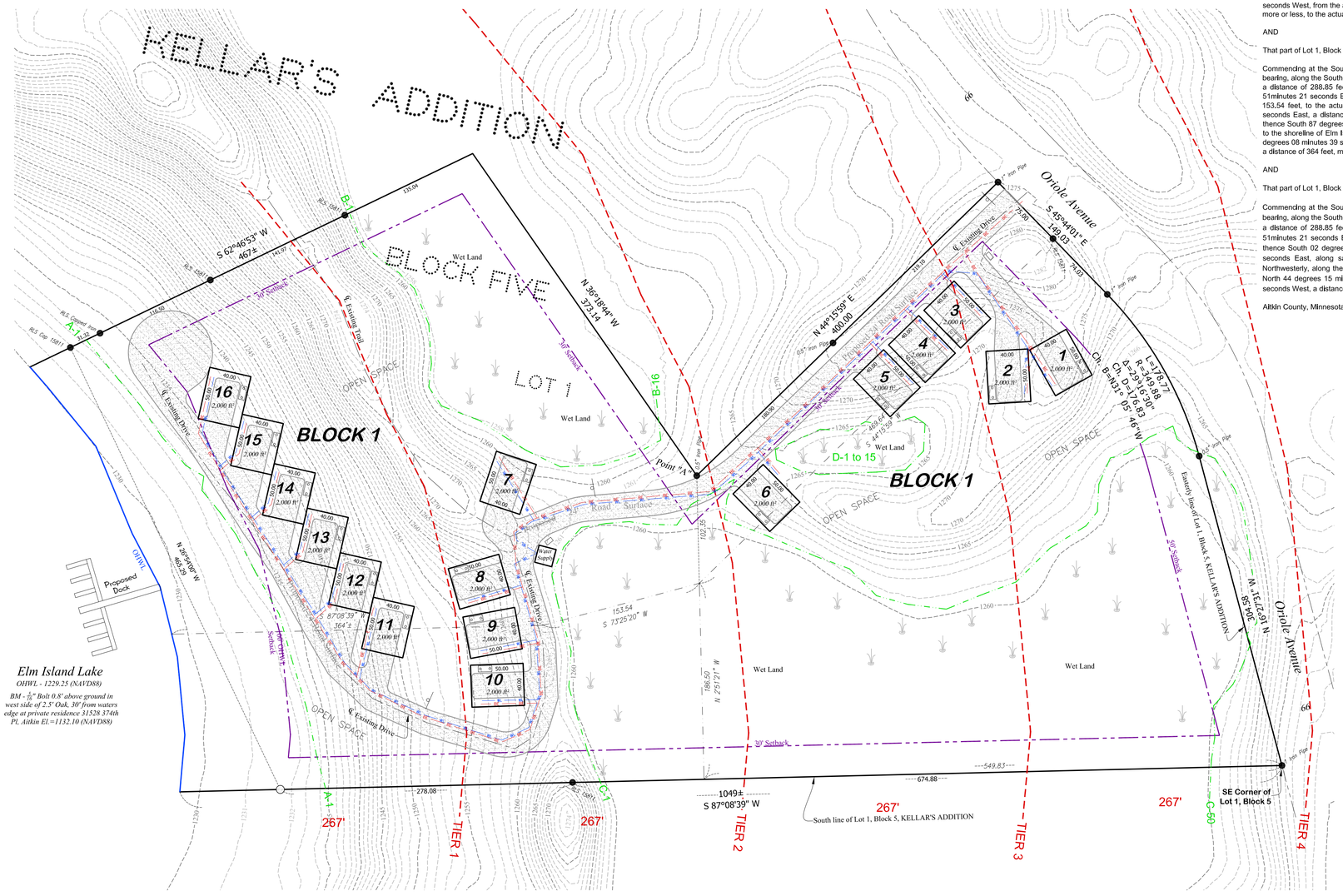
Michael G. Nelson, PE

Preliminary Plat of:

ELM ISLAND LAKE RV PARK

Located in:

Part of Lot 1, Block 5 , KELLER'S ADDITION in
Section 15, T46N-R26W, Aitkin County, Minnesota


KELLAR'S ADDITION
BLOCK FIVE
LOT 1
BLOCK 1
BLOCK 1
Oriole Avenue
S 45°44'01" E
149.03
N 44°15'59" E
400.00
N 36°18'44" W
375.14
S 62°46'53" W
467±
Point "A"
Point "B"
Wet Land
Wet Land
Wet Land
Wet Land
Wet Land
OPEN SPACE
OPEN SPACE
OPEN SPACE
OPEN SPACE
30' Setback
30' Setback
30' Setback
30' Setback
30' Setback
6' Existing Drive
6' Existing Drive
6' Existing Drive
6' Existing Drive
6' Existing Drive
Road Surface
Proposed Dock
OHWL
Elm Island Lake
OHWL - 1229.25 (NAVD88)
BM - ½" Bolt 0.8' above ground in west side of 2.5' Oak, 30' from waters edge at private residence 31528 374th Pl, Aitkin El.=1132.10 (NAVD88)
Ch: N31° 05' 46"W
R=339.86'
Δ=29°16'03"
L=173.77
N 16°37'31" W
306.58
S 87°08'39" W
364'±
S 73°25'20" W
153.64
N 16°37'31" W
186.55
N 39°54'09" W
405.29
S 87°08'39" W
1049±
278.08
549.83
674.88
267'
267'
267'
TIER 1
TIER 2
TIER 3
TIER 4
D-1 to 15
South line of Lot 1, Block 5, KELLAR'S ADDITION
Eastern line of Lot 1, Block 5 KELLAR'S ADDITION
SE Corner of Lot 1, Block 5
Iron Pipe
Iron Pipe
Iron Pipe

From:	rsampson27@mchsi.com
To:	"Steve Blom"; Andrew Carlstrom
Cc:	Shannon Wiebusch; Kevin E. Turnock; Randy Quale; miken@anezinc.com; "Dave Rose"
Subject:	Thanks for providing us with the meeting-- but there was way too much inaccurate information out there -that is just not true !!!!
Date:	Wednesday, May 21, 2025 1:45:54 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png 2025-05-20_120626 Elm Island Driveway project - Johnson excavating -nordland township 5-9-2008.pdf

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[**NOTICE:** This message originated outside of the Aitkin County Mail System -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

PLEASE open and look at the attachment above ----The first misconception that I want to dispel permanently is that we recently and Illegally build a driveway off Oriole trail into the property
this has been mentioned by numerous people .This should be a no brainer just by looking at the road you can tell it was there for 15-20 years . But the proof and documents are in the attachment

I contracted Johnson Sewer and Excavating on April 15th 20008 to build the driveway and I got a signed Permit for Access Driveway or Entrance for my property from Nordland Township
On April 22nd 2008 and even bought a culvert from the township . the drive way was 900 feet and it ended up where the lake shore lots were to start. Construction was completed in May 1st 2008

As for the campground loop Road is what it was called when I bought the property that was all along the lake starting at the Keller compound and went all the way to my lot and then came up the hill and went all the way back to the Keller compound on the top of the hill. That was the way that campers traveled throughout the campground. I was told by Ken Keller in the caretaker of the property
that my end was the overflow part of the campground that was only used for tents no power no water. I know this to be true because when I bought the property there was a number of 4 by 4
cedar posts along the Lake Shore Rd. that said 55-56- 57-58 etc.

Please look over the information and make copies of the attachments and place it into the Dropbox and possibly add it or upload it to our CUP --if you think that is appropriate ?

From: Steve Blom <steveb@brssurveys.com>
Sent: Friday, May 16, 2025 8:29 AM
To: Andrew Carlstrom <andrew.carlstrom@aitkincountymn.gov>
Cc: Shannon Wiebusch <shannon.wiebusch@aitkincountymn.gov>; Kevin E. Turnock <kevin.turnock@aitkincountymn.gov>; Randy Quale <randy.quale@aitkincountymn.gov>; miken@anezinc.com; rsampson27@mchsi.com; Dave Rose <daverose4949@gmail.com>
Subject: RE: DNR letter for Aitkin County Planning Commission for Elm Island RV Park - May 19, 2025

NORDLAND TOWNSHIP
APPLICATION FOR ACCESS DRIVEWAY OR ENTRANCE PERMIT

Name of applicant Mike Johnson Address 34604 395th Pl. Aitkin, MN 56431 Tel # 218-927-7777
Name of Prop. Owner Russ Sampson Address 14534 Glendale Av. SE Prior Lake, MN 55372 Tel # 952-440-6682
Township Road # 300 Is property in ___ platted or ✓ unplatted area
Legal description of property Part of Govt. Lot 5, Sec 15, 46-26

Purpose of driveway ✓ residence ___commercial ___Other_____
Is culvert required ✓ yes ____no Specify size Diameter ____ Length _____
Number of present driveways to property 0
Date proposed driveway will be needed As soon as possible
Give sketch of exact location of proposed driveway and present driveway (if applicable) on the rear of form.

I, We, the undersigned herewith make application for permission to construct the access driveway at the above location, said driveway to be constructed to conform with the standards of the Nordland Township Board and to any special provisions included in the permit. It is agreed that all work will be done to the satisfaction of the Nordland Township Board. It is further agreed that no work in connection with this application will be started until the application is approved and the permit issued.

Date 4-22-08 Signature of applicant Michael A Johnson

ACCESS DRIVEWAY OR ENTRANCE PERMIT

Permission is hereby granted for the construction of the driveway as described in the above application, said driveway to be constructed in accordance with the Nordland Township Board and subject to the requirements of the following special provisions:

Russ Sampson
34604 395th Pl
Aitkin, MN 56431

August 27, 2008

On April 22, 2008 a culvert application was requested by Mike Johnson for your road .

At the regular May meeting of the Nordland Township board Alan Jensen approved this application.

The total bill for the culvert was 291.12
less 40% paid by township 116.45
Less deposit .00 not received

Total due from you 174.67
To township

Thank you.
Becky
Becky Roden, clerk
Nordland Township

Invoice

Johnson Sewer & Excavating, Inc.

34604 395th Place
Aitkin, MN 56431

Date	Invoice #
5/9/2008	3917

Bill To

Sampson Farms
14534 Glendale Ave SE
Prior Lake, MN 55372

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Driveway Construction		
	04-29-08		
1.5	Hours D-3 dozer	85.00	127.50
4	Bobcat Hours	85.00	340.00
7.5	Hours 160 Excavator	110.00	825.00
4	Hours Labor (chainsaw)	45.00	180.00
	04-30-08		
4.5	Bobcat Hours	85.00	382.50
4	Hours 160 Excavator	110.00	440.00
8	Hours D-3 dozer	85.00	680.00
	05-01-08		
5	Bobcat Hours	85.00	425.00
4	Hours 160 Excavator	110.00	440.00
7	Hours D-3 dozer	85.00	595.00
	Sales Tax	6.50%	0.00

Net 30 days
Please pay from invoice

Total $4,435.00

87855

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 4/29/08

NAME Nordland Township

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	32'	15" CMP	8.69	278 08
2	1	15" band	13.04	13 04
3				
4				
5				
6		Ross Sampson Driveway		
7				
8				
9				
10		Mike Johnson		
11				
12				
13				
14				
15				
16				
17				
18				
19			tax incl	
20				291 12

RECEIVED BY

adams 5805

KEEP THIS SLIP FOR REFERENCE

From:	rsampson27@mchsi.com
To:	Shannon Wiebusch; "Steve Blom"; Andrew Carlstrom
Cc:	Kevin E. Turnock; Randy Quale; miken@anezinc.com; "Dave Rose"
Subject:	RE: Thanks for providing us with the meeting-- but there was way too much inaccurate information out there - that is just not true !!!!
Date:	Wednesday, May 21, 2025 4:57:11 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png Elm Island Lake - MnDNR Bluff Email.pdf Aikin County Bluff Sketch to DNR.pdf

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[**NOTICE:** This message originated outside of the Aitkin County Mail System -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Ricky Hoffman Shoreland / Flood plain Planner for the DNR has determined that there is no bluff on my property he did an extensive study that involved the DNR bluff profile tool Minnesota topo onsite inspection calculated everything out and says there is no bluff on my property !!! Numerous people at the meeting had commented over and over about they're being a huge bluff on my property part of that misunderstanding is all of the lots to the north of me have had to build up on top of the top of their property because they do have a bluff restriction
but I do not and I would like everybody to look at the attachment that I have enclosed that has a letter and a drawing from Ricky Hoffman saying there is no bluff on my property

I know that Steve Blom sent all of this information to the planning and zoning people in an E-mail a couple weeks ago but we never included in our CUP or the Dropbox otherwise it probably could have
headed off some of the speculation of a bluff being on my property during the recent lynching meeting

Shannon please upload to the drop box and include in our cup application –thank you very much

---

From: Shannon Wiebusch <shannon.wiebusch@aitkincountymn.gov>
Sent: Wednesday, May 21, 2025 2:18 PM
To: rsampson27@mchsi.com; 'Steve Blom' <steveb@brssurveys.com>; Andrew Carlstrom <andrew.carlstrom@aitkincountymn.gov>
Cc: Kevin E. Turnock <kevin.turnock@aitkincountymn.gov>; Randy Quale <randy.quale@aitkincountymn.gov>; miken@anezinc.com; 'Dave Rose' <daverose4949@gmail.com>
Subject: RE: Thanks for providing us with the meeting-- but there was way too much inaccurate information out there -that is just not true !!!!

Russ, I will include this information in the packet for the Planning Commission and the dropbox for the public record.

Steve Blom

From: Hoffman, Ricky (DNR) <Ricky.Hoffman@state.mn.us>
Sent: Thursday, September 26, 2024 10:40 AM
To: Steve Blom
Cc: Petrik, Daniel (DNR); Joshua Stern
Subject: RE: Bluff Question

Good Morning Steve,

I'm a Shoreland/Floodplain Planner for the MnDNR and I work closely with Dan Petrik and the Shoreland Program. He asked me to provide a response back, as this morning we looked over the information you provided for the property in question in Aikin County. Based on the sketch and property details you provided, we used the MnTopo tool to pull in a few different cross-sections of the property's lake frontage slope into the DNR's Bluff Profile Tool. The Ordinary High Water Line (OHWL) that we used is 1228.12 ft, which affirmed that the slope meets criterion 3 of the bluff identification criteria, as the slope does clearly rise to a point at least 25 ft above the OHWL. I would note that the slope area also meets criterion 1 & 2 of the bluff identification criteria, but I won't elaborate on those in this email, as they are self-explanatory. Using the OHWL of 1228.12, we calculated a toe of bluff at around 1237 ft, which appears to be pretty consistent with the toe that you identified on your sketch. We then used the bluff profile tool to determine, over a few different points along the property's lake frontage, if the slope meets the 4th criterion for bluff identification, which is: *"Does the grade of the slope from the toe to a point 25 feet or more above the OHWL averages 30% or greater?"* As a quick clarification about this step of identification, it appears you determined a "top of slope" on your sketch, however in order to best analyze if a slope meets criterion 4 of the bluff identification rules you need not identify or use a "top of slope" for the purpose of calculating the grade. It's only necessary to have an identified "toe of slope" and using "a point 25 ft or more above OHWL" to determine if the grade averages 30% or greater.

With that said, our findings concur with your sketch, which is that the slope does not meet the 4th criterion and therefore a bluff is not present in this circumstance. When calculating grade of the slope from the toe to a point 25 feet or more above the OHWL for multiple cross-sections along the property's lake frontage, our calculations pushed out a range of average grades between 24%-29%, but none that were 30% or greater.

Thanks for reaching out to our office regarding the bluff identification process. I hope you find this information helpful and please feel free to contact me with any further questions.

Respectfully,

Ricky Hoffman
Shoreland & Floodplain Planner | Ecological & Water Resources

Minnesota Department of Natural Resources
500 Lafayette Rd
St. Paul, MN 55155-4032
Phone: 651-259-5710
Email: ricky.hoffman@state.mn.us
mndnr.gov

DEPARTMENT OF NATURAL RESOURCES

= TOE OF SLOPE

= 25' Above Water Level

= TOP OF SLOPE

1" = 50'

Edge of Water

WL 1230.0
2024-08-22

From:	rsampson27@mchsi.com
To:	Shannon Wiebusch; "Steve Blom"; Andrew Carlstrom
Cc:	Kevin E. Turnock; Randy Quale; miken@anezinc.com; "Dave Rose"
Subject:	RE: Thanks for providing us with the meeting-- but there was way too much inaccurate information out there - that is just not true !!!!
Date:	Wednesday, May 21, 2025 6:11:22 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png Document_2025-05-21_171708 Elm island burn permit from DNR.pdf

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[**NOTICE:** This message originated outside of the Aitkin County Mail System -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Another misconception that we need to clear up on this deal is the removal of four or five years' worth of trees that were broken off and upended due to tornado and storm winds My project manager Dave rose said to me we need to get going and clean up all these trees Because he had chosen some local sawmill guys from malica to come and help by cutting up the
wood and hauling it out and I said to Dave --We are not doing anything until we go to the planning and zoning and talk to somebody and get Instructions and permission !!!!
We went to the planning and zoning counter and we talked to one of the people there and they gave us permission to go in and cut up all of the trees that were damaged or uprooted or
broken off. I think we even showed him some pictures on the car phone from when we had been out there earlier in the day Of the incredible mess that was out there !!
We asked the gentleman what do we do with the trees that the wood cutters don't want to use and he said push them in piles and burn them and I said down in farm country
we just put him in a hole and bury them and he said NO up here you wait till there's 4 inches of snow and you burn them and I said will you give me a permit to burn them ?
and he said no you have to go to the DNR and get a permit so I got in my truck and I drove to the DNR office sought of town and I got a permit to burn them up until January 1st 2025

When we started into the tree cleanup project the natives got restless and they called planning and zoning and they sent out the younger guy with the environmental part of planning and zoning
and he took some pictures and looked over what we were doing and said everything we were doing was ok.

I realize that Dave rose the project manager misspoke during the recent meeting and said that he talked to Andrew about this tree cleanup project that we had to do before we could even access the property and Dave misspoke by saying he talked to Andrew in his office that was not true we went to the planning and zoning office and talked to somebody at the counter and that should have been explained at the meeting to quiet the crowd down on the tree removal uproar !!

I am sending pictures but they don't do justice to the number of trees that were blown down which was probably 50 to 60 trees and if anybody doubts what we had to go through to clean it up
all they have to do is go to the next lot north of us Which is called the Stevens property and

you can see that in the 1st 100 feet northwest of my property line there's probably 30 trees on the ground
that they have not cleaned up yet

Shannon please upload this onto the Dropbox and wherever else you think it should go

---

From: Shannon Wiebusch <shannon.wiebusch@aitkincountymn.gov>
Sent: Wednesday, May 21, 2025 2:18 PM
To: rsampson27@mchsi.com; 'Steve Blom' <steveb@brssurveys.com>; Andrew Carlstrom <andrew.carlstrom@aitkincountymn.gov>
Cc: Kevin E. Turnock <kevin.turnock@aitkincountymn.gov>; Randy Quale <randy.quale@aitkincountymn.gov>; miken@anezinc.com; 'Dave Rose' <daverose4949@gmail.com>
Subject: RE: Thanks for providing us with the meeting-- but there was way too much inaccurate information out there -that is just not true !!!!

Russ, I will include this information in the packet for the Planning Commission and the dropbox for the public record.

Thank you,

Shannon Wiebusch
Office Assistant
Aitkin County Planning & Zoning
307 2nd Street NW Room 219
Aitkin, MN 56431
(218) 927-7342
shannon.wiebusch@aitkincountymn.gov

From: rsampson27@mchsi.com <rsampson27@mchsi.com>
Sent: Wednesday, May 21, 2025 1:43 PM
To: 'Steve Blom' <steveb@brssurveys.com>; Andrew Carlstrom <andrew.carlstrom@aitkincountymn.gov>
Cc: Shannon Wiebusch <shannon.wiebusch@aitkincountymn.gov>; Kevin E. Turnock <kevin.turnock@aitkincountymn.gov>; Randy Quale <randy.quale@aitkincountymn.gov>; miken@anezinc.com; 'Dave Rose' <daverose4949@gmail.com>
Subject: Thanks for providing us with the meeting-- but there was way too much inaccurate information out there -that is just not true !!!!

DEPARTMENT OF NATURAL RESOURCES

THIS PERMIT IS NOT VALID UNTIL SIGNED & ACTIVATED

Permit Number: 9383320

Burn Site Location: Legal: Township 46, Range 26, W, Section 15 **Telephone Number at Site:** P: 6128655501 C: 6128655501 **Permittee Information** Sampson, Russell 14534 Glendale Ave SE Prior Lake, Mn, 55372	**Burning Permit Conditions / Requirements:** 1 20'x20' or Smaller piled brush or other dry vegetative material, less than 20-feet x 20-feet or smaller in size. no more than 3 piles may be ignited at any one time. Permit expires on: Tue 12/31/2024 11:59PM

To activate this permit, visit www.dnr.state.mn.us/burningpermits or call 1-866-533-BURN(2876) or TTY 800-627-3529 and record the activation number, date, and burning hours provided. Record additional activations on the back of this form.

Activation Number:		Date:	M:	D:	Y:	Burning Hours:
Activation Number:		Date:	M:	D:	Y:	Burning Hours:
Activation Number:		Date:	M:	D:	Y:	Burning Hours:
Activation Number:		Date:	M:	D:	Y:	Burning Hours:
Activation Number:		Date:	M:	D:	Y:	Burning Hours:

Activation is required on each date that burning occurs. This permit is not valid until signed and activated.

I agree:

- To keep this fire under control and to assume responsibility for all damages and costs that may result from burning done under this permit.
- To attend this fire until completely extinguished.
- To have this permit available at the burn site for inspection.
- Not to burn if there is a practical alternative method for disposal of the material such as chipping, composting or recycling.
- To use a clean burning device to start the fire.
- Not to conduct burning during any air quality alert.
- Not to burn paper or cardboard except as provided under Minnesota Statutes 17.135.
- To extinguish the fire immediately if this permit is revoked.
- That prevailing wind must be away from nearby occupied buildings.
- That this permit fire will not be allowed to smolder without flame.
- Not to burn any prohibited materials as listed on the burning permit.

Requirements (unless stated otherwise in special conditions):

- Additional Requirements:
- Prevailing wind must be away from nearby occupied buildings, public roads, airports, and landing strips;
- Smoke must not be a hazard to the public;
- Permittee must be at least 18 years of age;
- Burning is prohibited below the ordinary high water mark of public waters except for agricultural operations or for the purposes of managing forests, prairies or wildlife habitat;
- No open burning shall be conducted within 50 feet of a residence of another person, without his or her written permission.

This permit is for open burning as allowed and specified in Minnesota Statutes (M.S. 88.16) and local ordinances. The permittee is granted permission to burn the above described materials at the specified location(s) during the conditions listed above. I attest, by my signature, that I have read the details of this permit and will comply with the conditions of, and any attachments to this permit; and that I am the landowner or have permission of the landowner to burn at the above burn site location; and that I will activate this permit each day prior to ignition. Violations of permit conditions may subject Permittee to criminal and/or civil actions. Permit must be in your possession when burning.

Permittee Signature: [signature] Date: 10/6/24	This permit obtained from: http:///www.dnr.state.mn.us/burningpermits

PROHIBITED MATERIALS INCLUDE (M.S. 88.171) (but not limited to):
Prohibited Materials Are: oils, rubber, plastics, tires and chemically treated materials such as railroad ties, treated lumber, composite shingles, tar paper, insulation, composition board, sheet rock, wiring, paint, hazardous and industrial waste.

REDUCE, REUSE, RECYCLE, AND COMPOST

For Fire Information Visit: http://www.dnr.state.mn.us/firewise and http://www.dnr.state.mn.us/forestry/fire. Local Authorities may charge an administrative fee as authorized by ordinance.

.al Recommendations

- Only light the number of piles that can be adequately supervised at any one time (maximum of 3).
  Have a water supply available and a means of dispensing it.
- Piles should be sufficiently spaced and away from surrounding vegetation so that the potential for radiant heat to ignite and spread the fire is eliminated. You should be able to comfortably stand between the burning pile and any structure.
- By keeping piles small in size, clean of soil, and well spaced, you will be able to more efficiently control the amount of debris that is burning at any one time.
- When you think burning is complete, examine the ashes. Touch them to make sure they are cold. Use water as necessary to make sure it is out and cannot reignite.

Minnesota DNR burning permits only allow the burning of clean vegetative matter.

This means unpainted, unstained and untreated wood and brush.

Unless restricted by local ordinances, you may also burn:

- Leaves
- Grass

Permits DO NOT allow the burning of:

- Painted wood or Paper
- Plastic or other prohibited materials
- Garbage

Why does this matter?

Burning garbage or treated materials releases toxins that contaminate our air, water and soil. These toxins can cause serious health problems including cancer.

Is this a new concern?

No, household garbage burning has been illegal in Minnesota since 1969. New reports show that backyard garbage burning is now the LARGEST source of deadly dioxins in the United States.

Dispose of your garbage the safe way!

- Recycle or reuse
- Compost or chip yard waste
- Use garbage services

If you are burning garbage, you may be making poison.

EROSON CONTROL NOTES:

1. CARE SHALL BE TAKEN DURING CONSTRUCTION TO PRESERVE AND MAINTAIN EXISTING VEGETATION BETWEEN THE ADJACENT PROPERTIES, LAKE, AND DEVELOPED PARCEL.

VEGETATIVE SCREENING (TYP.)

VEGETATIVE SCREENING (TYP.)

Wet Land

Wet Land

D-1 to 15

B-16

A-15

OHWL

Proposed 24' Road Surface

Proposed 24' Road Surface

0+00.00
1+00.00
2+00.00
3+00.00
4+00.00
5+00.00
6+00.00
7+00.00
8+00.00
9+00.00
10+00.00
11+00.00
12+00.00
13+00.00
13+97.97

Orioles Avenue

N
E
W

0 60' 120'

Elm Island Lake

OHWL - 1229.25 (NAVD88)

BM - $\frac{5}{16}$" Bolt 0.8' above ground in west side of 2.5' Oak, 30' from waters edge at private residence 31528 374th Pl, Aitkin El.=1132.10 (NAVD88)

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

Signature: _____
Michael G. Nelson, PE
Registration No. 26807

Date: _____
My Registration Expires June 30, 2026

Anez Consulting, Inc
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

VEGETATIVE_SCREENING

Scale	Date
Project Number	Sheet Number 1

Wet Land

Wet Land

Proposed 24' Road Surface

Proposed 24' Road Surface

D-1 to 15

B-1

B-16

A-15

A-1

OHWL

0+00.00
1+00.00
2+00.00
3+00.00
4+00.00
5+00.00
6+00.00
7+00.00
8+00.00
9+00.00
10+00.00
11+00.00
12+00.00
13+00.00
13+97.97

1230 1235 1240 1245 1250 1255 1260 1265 1270 1274 1275 1280 1282 1258 1261

WETLAND MITIGATION
- 125 SF

WETLAND MITIGATION
- 1,235 SF

Elm Island Lake

OHWL - 1229.25 (NAVD88)

BM - $\frac{5}{16}$" Bolt 0.8' above ground in west side of 2.5' Oak, 30' from waters edge at private residence 31528 374th Pl, Aitkin El.=1132.10 (NAVD88)

Orioles Avenue

N E W S

0 60' 120'

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

Signature:
Michael G. Nelson, PE
Registration No. 26807

Date:
My Registration Expires June 30, 2026

Anez Consulting, Inc
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

WETLAND_MITIGATION

Scale	Date
Project Number	Sheet Number 2

EROSON CONTROL NOTES:

1. ALL SILT FENCE AND OTHER EROSION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION AND CONSTRUCTION AND SHALL BE MAINTAINED UNTIL COMPLETION AND REVEGETATION IS ADEQUATELY ESTABLISHED.
2. ALL DISTURBED AREAS ALTERED DURING CONSTRUCTION MUST BE FULLY RESTORED WITH SEED AND MULCH, SOD, EROSION CONTROL BLANKET, OR HARD SURFACING WITHIN 14 DAYS OF COMPLETION OF CONSTRUCTION.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO STABILIZE THE SITE PER THE REQUIREMENTS OF THE MPCA, NPDES, AND TOWNSHIP.
4. ANY SLOPES WITH 3:1 OR STEEPER SLOPES, RESORATION SHALL BE COMPLETED WITH SOD OR EROSION CONTROL BLANKET.
5. TEMPORARY EROSION CONTROL MAY CONSIST OF MULCH BERMS, SILT FENCE, OR BIOLOGS.

N W E S

Orion Avenue

Wet Land

Proposed 24' Road Surface

0+00.00 1+00.00 2+00.00 3+00.00 4+00.00 5+00.00 6+00.00 7+00.00 8+00.00 9+00.00 10+00.00 11+00.00 12+00.00 13+00.00 13+97.97

A-15 B-1 B-16 C-1 D-1 to 15

OHWL

FILTRATION BERM

TEMPORARY EROSION CONTROL

POTENTIAL RETAINING WALL USE AREA (3') BASE 1271 TOP 1274

Elm Island Lake

OHWL - 1229.25 (NAVD88)

BM - $\frac{5}{16}$" Bolt 0.8' above ground in west side of 2.5' Oak, 30' from waters edge at private residence 31528 374th Pl, Aitkin El.=1132.10 (NAVD88)

0 60' 120'

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

Signature:

Michael G. Nelson, PE
Registration No. 26807

Date:

My Registration Expires June 30, 2026

Anez Consulting, Inc
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

EROSION_CONTROL

Scale	Date
Project Number	Sheet Number 3

POTENTIAL RETAINING WALL USE AREA (2') BASE - 1240 TOP - 1242

POTENTIAL RETAINING WALL USE AREA (4') BASE - 1240 TOP - 1244

POTENTIAL RETAINING WALL USE AREA (5') BASE 1240 TOP 1245

POTENTIAL RETAINING WALL USE AREA (8') BASE 1240 TOP 1248

POTENTIAL RETAINING WALL USE AREA (9') BASE 1240 TOP 1249

INFILTRATION AREA (TYP)

CORRUGATED 12 INCH HDPE CULVERT - 38 LF

POTENTIAL RETAINING WALL USE AREA (3') BASE 1271 TOP 1274

WELL HOUSE PAD ELEV. - 1262.5

POTENTIAL RETAINING WALL USE AREA (4') BASE 1256 TOP 1260

INFILTRATION BERM (TYP) SEE BASIN DETAIL

POTENTIAL RETAINING WALL USE AREA (4') BASE 1256 TOP 1260

Wet Land

Wet Land

D-1 to 15

A-15

B-16

B-1

Proposed 24' Road Surface

Proposed Road Surface

0+00.00 1+00.00 2+00.00 3+00.00 4+00.00 5+00.00 6+00.00 7+00.00 8+00.00 9+00.00 10+00.00 11+00.00 12+00.00 13+00.00 13+97.97

OHWL

1230 1235 1240 1245 1250 1255 1260 1265 1270 1274 1275 1280 1282

0 60' 120'

0 60' 120'

Elm Island Lake

OHWL - 1229.25 (NAVD88)

BM - 5/16" Bolt 0.8' above ground in west side of 2.5' Oak, 30' from waters edge at private residence 31528 374th Pl, Aitkin El.=1132.10 (NAVD88)

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

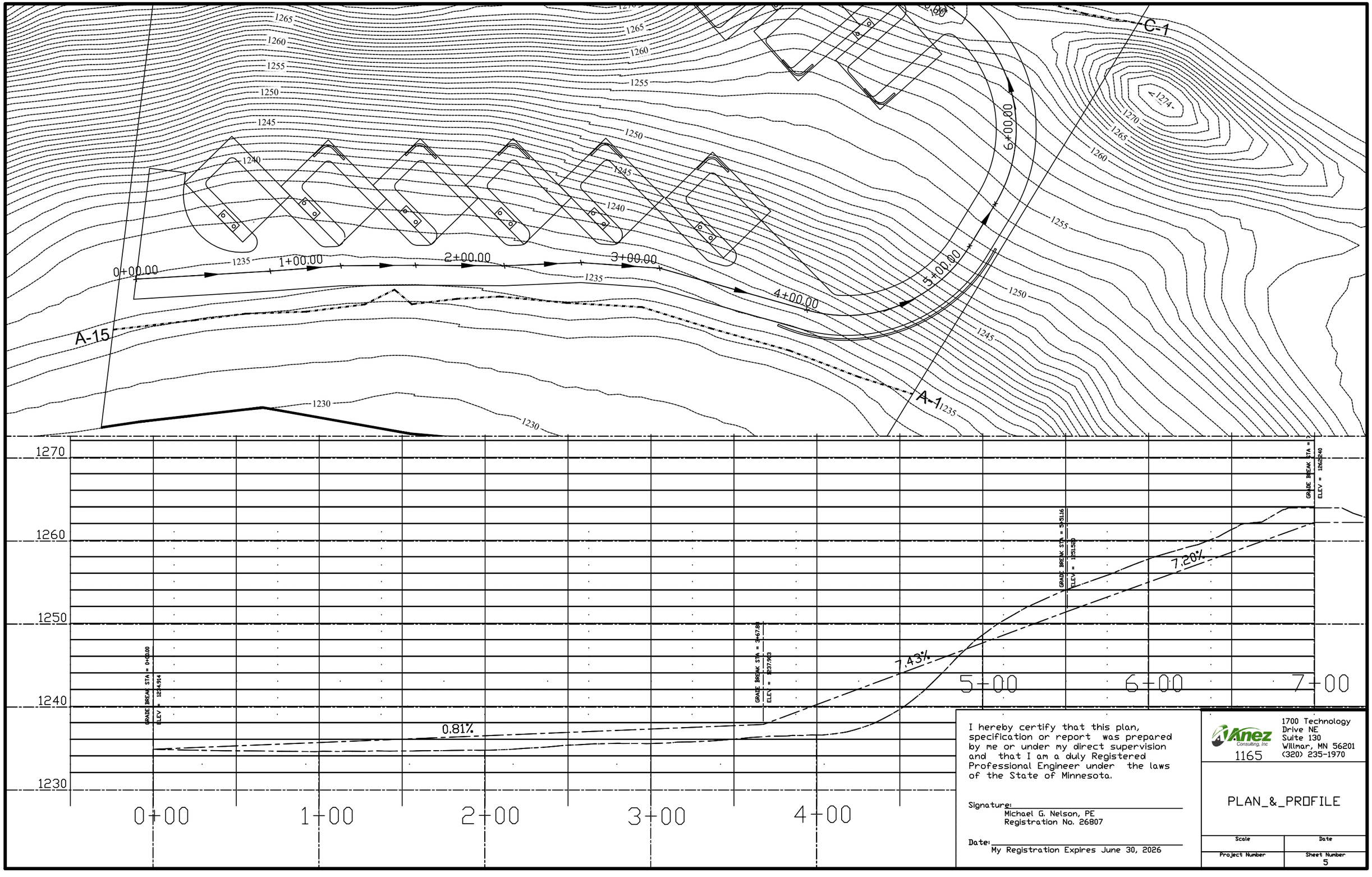
Signature: _____
Michael G. Nelson, PE
Registration No. 26807

Date: _____
My Registration Expires June 30, 2026

Anez Consulting, Inc
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

GRADING_PLAN

Scale	Date
Project Number	Sheet Number 4



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Signature: _____
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Date: _____
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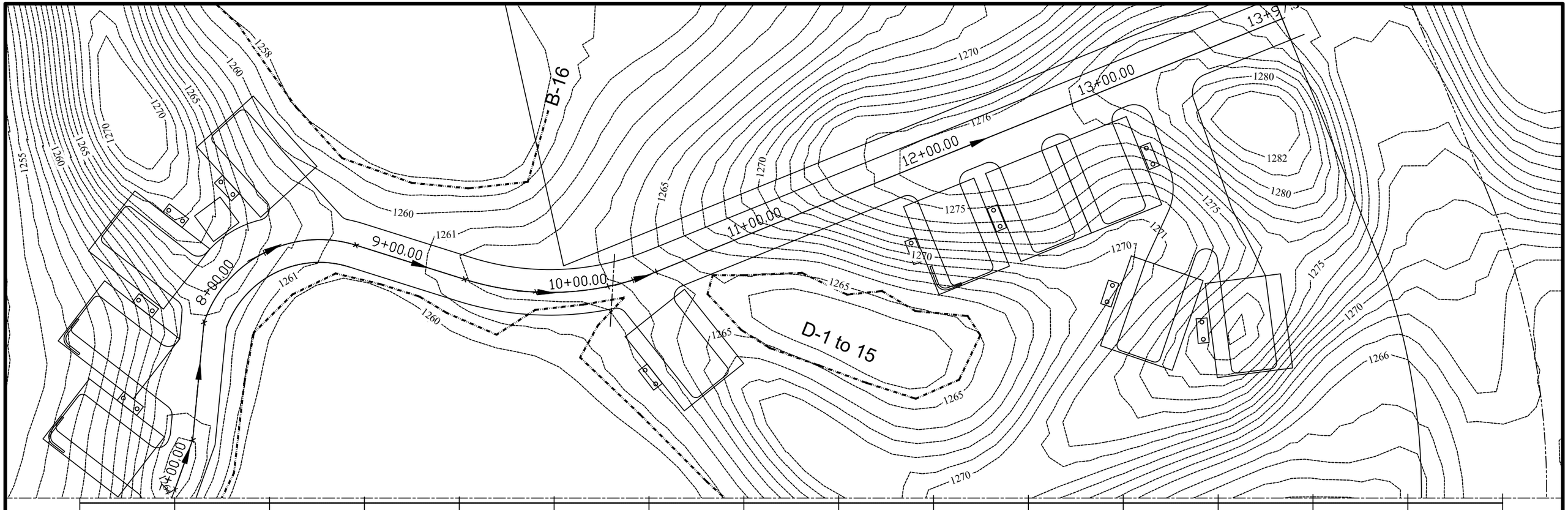
Anez Consulting, Inc
1165
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

PLAN_&_PROFILE

Scale	Date
Project Number	Sheet Number 5



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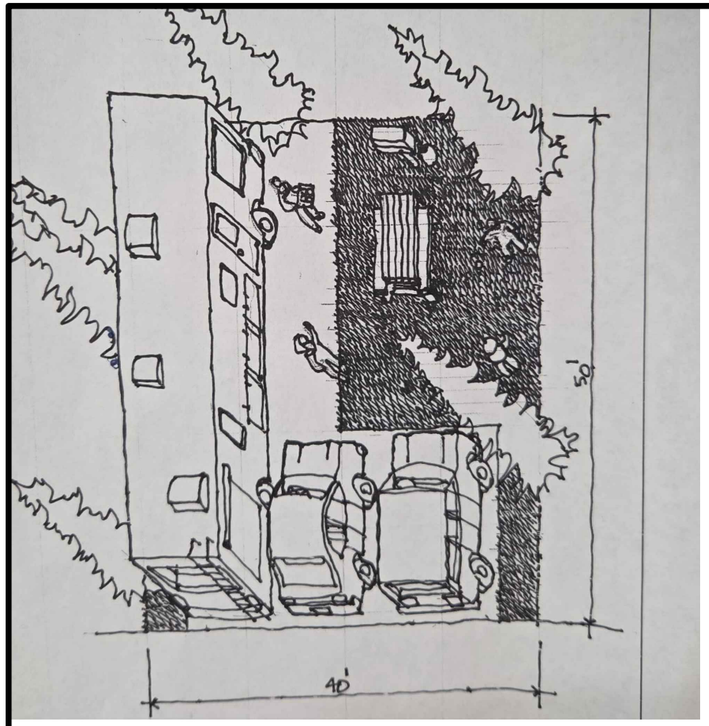
Vanez Consulting, Inc
1165
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

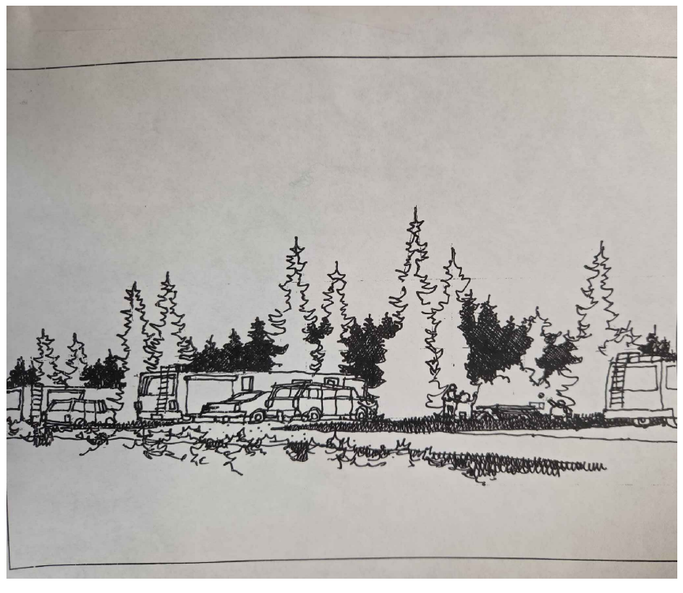
PLAN_&_PROFILE

Scale	Date
Project Number	Sheet Number 6



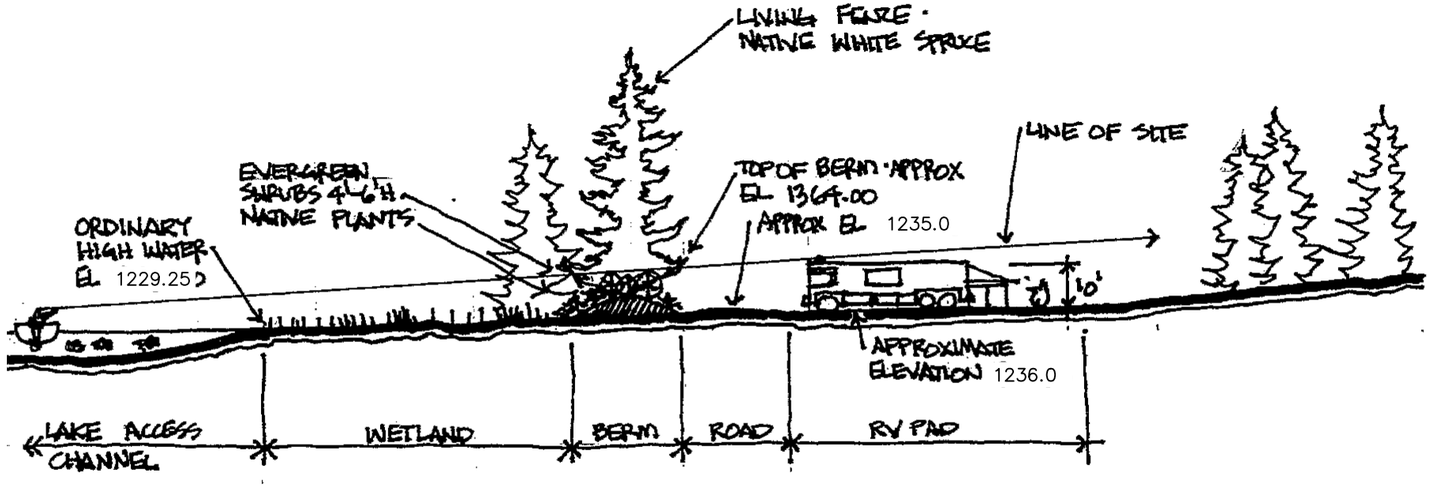
1 RV PAD - ISOMETRIC

NO SCALE



2 RV PAD - PERSPECTIVE

NO SCALE



3 RV PAD - LINE OF SITE STUDY

NO SCALE

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

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Registration No. 26807

Date: _____
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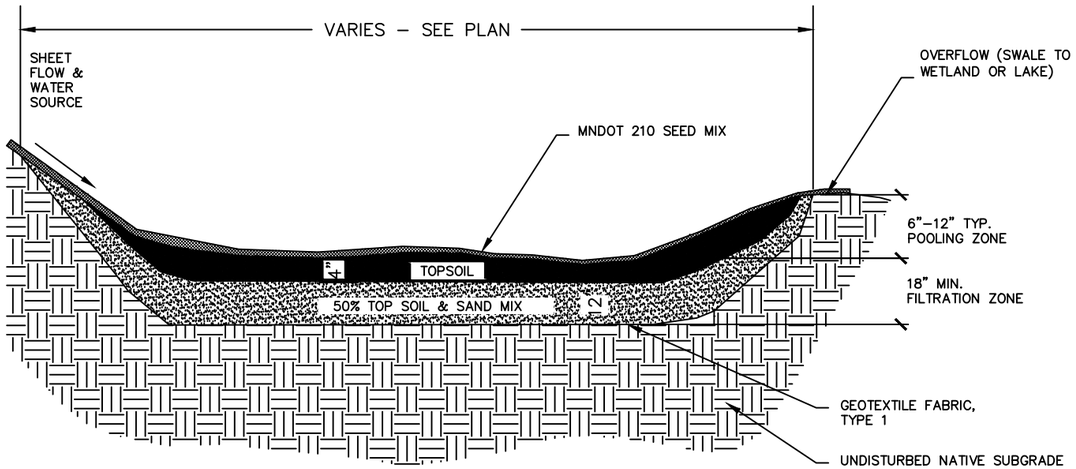
Vanez Consulting, Inc
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

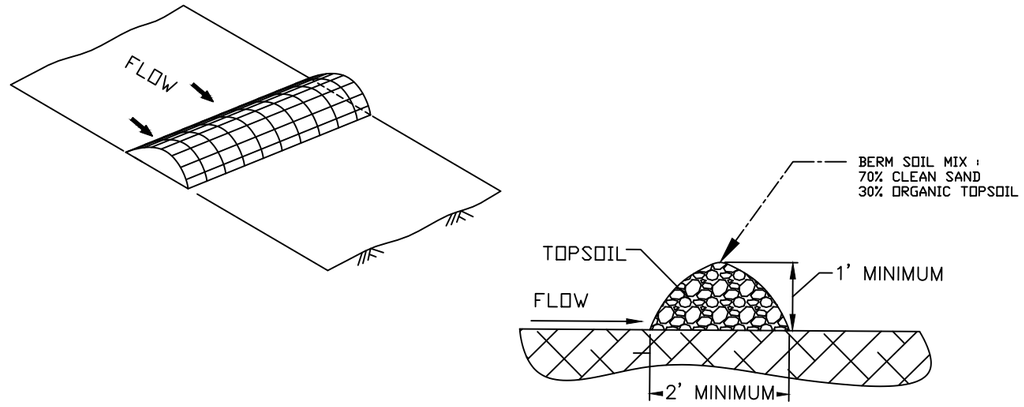
SITE_REVIEW

Scale	Date
Project Number	Sheet Number 7



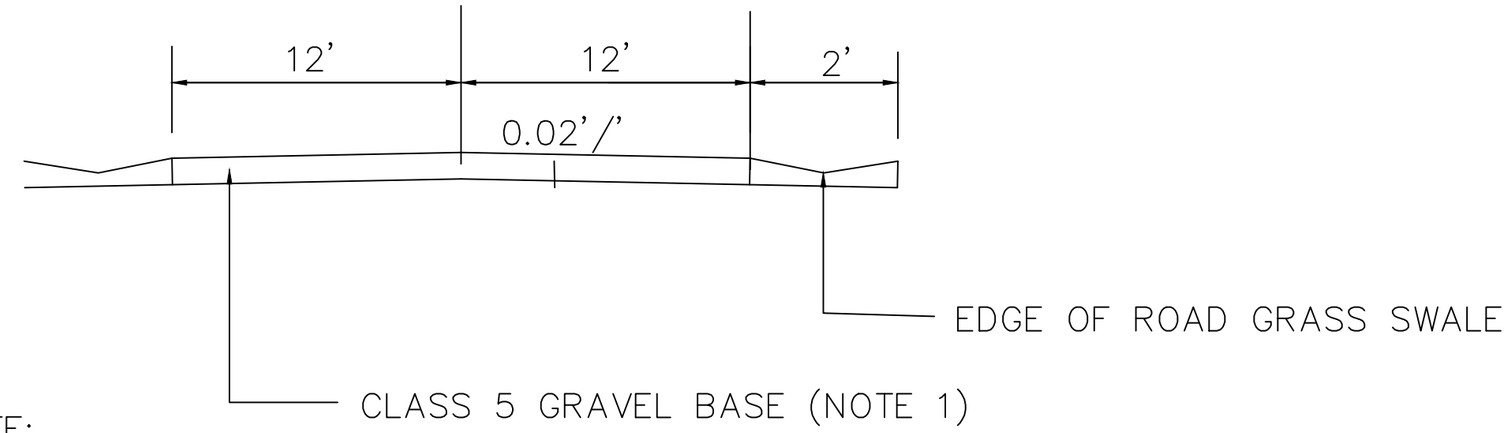
1 INFILTRATION BASINS

FILTRATION NO SCALE



2 FILTRATION BERM DETAIL

FILTRATION NO SCALE



NOTE:

1. CLASS 5 GRAVEL BASE TO BE 6" MINIMUM.

3 ROAD SECTION

CONSTRUCTION NOTES:

1. INFILTRATION BASINS SHALL BE CONSTRUCTED AT LOCATIONS SHOWN ON THE PLAN OR DETERMINED IN THE FIELD TO CAPTURE AND FILTER STORM WATER RUNOFF AS EFFECTIVELY AS POSSIBLE.
2. MULCH BERMS, SILT FENCE, AND BIO–LOGS SHALL BE UTILIZED DURING CONSTRUCTION TO PREVENT ANY SEDIMENT AND EROSION FROM ENTERING LAKES AND WETLANDS.

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

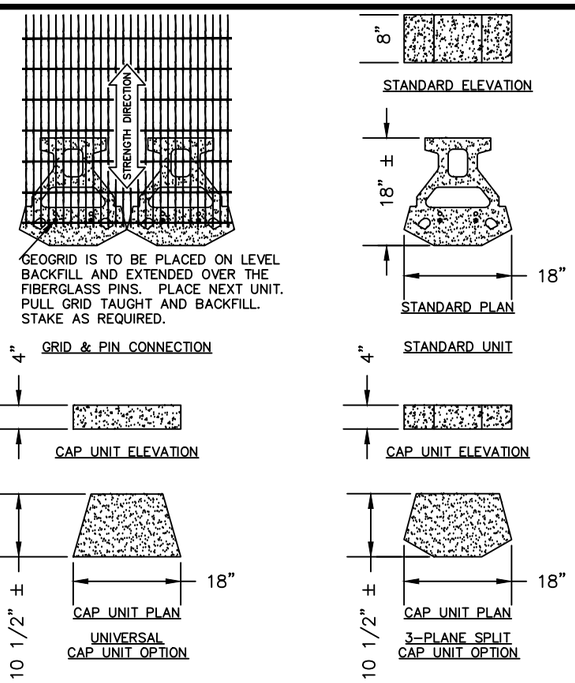
Signature: _____
Michael G. Nelson, PE
Registration No. 26807

Date: _____
My Registration Expires June 30, 2026

Knez Consulting, Inc
1700 Technology Drive NE
Suite 130
Willmar, MN 56201
(320) 235-1970

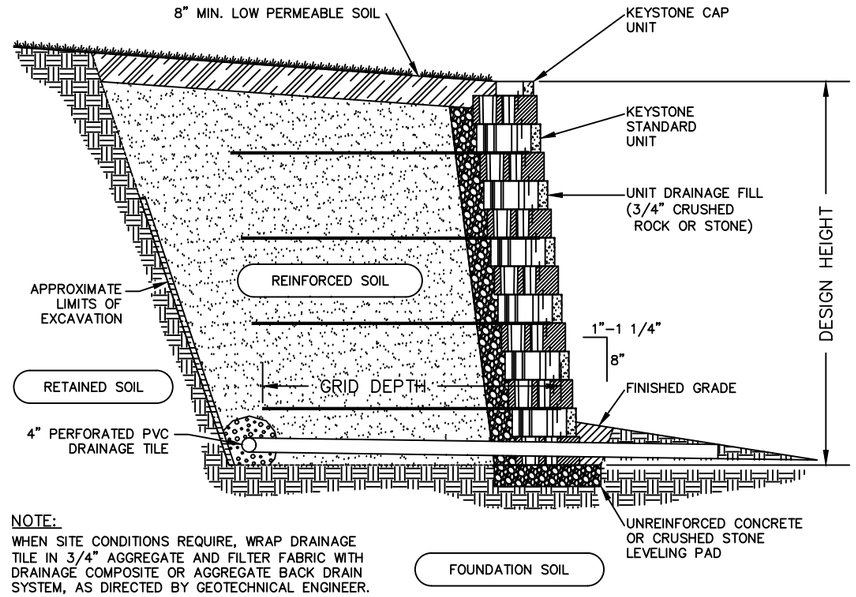
DETAILS

Scale	Date
Project Number	Sheet Number 8



1 TYPICAL RETAINING WALL BLOCK

NO SCALE

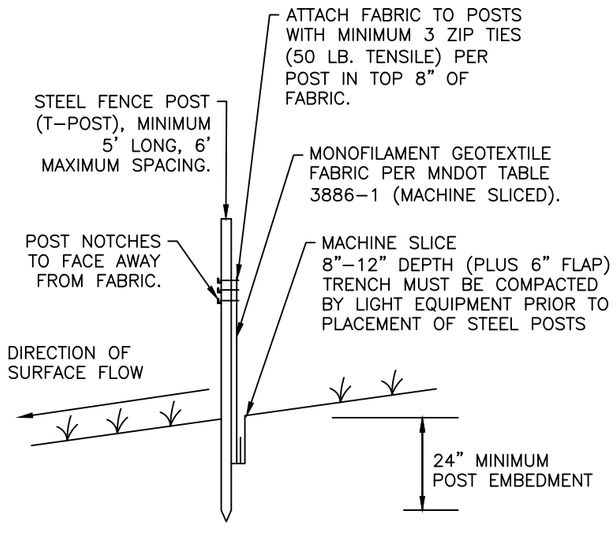


NOTE:

WHEN SITE CONDITIONS REQUIRE, WRAP DRAINAGE TILE IN 3/4" AGGREGATE AND FILTER FABRIC WITH DRAINAGE COMPOSITE OR AGGREGATE BACK DRAIN SYSTEM, AS DIRECTED BY GEOTECHNICAL ENGINEER.

2 TYPICAL REINFORCED WALL SECTION

NO SCALE



3 SILT FENCE DETAIL

NO SCALE

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

Signature: _____
Michael G. Nelson, PE
Registration No. 26807

Date: _____
My Registration Expires June 30, 2026

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Suite 130
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(320) 235-1970

WALL_DETAILS

Scale	Date
Project Number	Sheet Number 9

PROJECT INFORMATION

This Project includes development of an existing lake property. These improvements include installing and maintaining all associated components in this plan, including infiltration areas, gravel access roads, and gravel turnaround areas.

This Storm Water Pollution Prevention Plan (SWPPP) complies with the provisions of the Minnesota Pollution Control Agency (MPCA) General Permit No. MN R100001 Authorization to Discharge Stormwater Associated with Construction Activity Under the National Pollutant Discharge Elimination System (NPDES). A Notice of Intent (NOI) for coverage under the General Permit (GP) will be submitted.

RESPONSIBLE PARTIES

The Site Erosion Control Supervisor is a person knowledgeable and experienced in the application of erosion prevention and sediment control BMPs who is responsible for the implementation of the SWPPP, and the installation, inspection and maintenance of the erosion prevention and sediment control BMPs before and during construction.

The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction, all necessary precautions shall be taken to avoid damage to any existing utility.

Training:

The Contractor shall ensure that individuals performing installations and inspections have been trained in accordance with the General Permit. The Contractor shall ensure the training is recorded with the SWPPP before the start of construction or as soon as the personnel for the project have been determined. Documentation shall include:

1. Names of the personnel that are required to be trained.
2. Dates of training, name of instructor, and entity providing training.
3. Content of training course, including the number of hours of training.

Inspections:

A trained person designated by the SWPPP Coordinator must complete all inspections. Inspection and maintenance activities shall be documented in writing and records shall be retained on-site. Inspections shall be conducted at least once every fourteen (14) calendar days and within 24 hours of each precipitation event of at least 0.5 inches in a 24 hour period. Inspection frequency can be reduced to once per calendar month in areas where:

1. Temporary stabilization has been completed but where construction continues,
2. Runoff is unlikely due to winter conditions (e.g., site is covered with snow, ice or the ground is frozen),
3. Construction is occurring during seasonal arid periods in arid or semi-arid areas.

Recordkeeping:

All records, including but not limited to inspections and SWPPP reviews and changes, General Application, document submissions, etc. must be maintained on-site (field office or on-site vehicle) until coverage under the permit has been terminated. The Contractor shall provide appropriate agencies with access and copies of these records upon request. Original documentation may be attached to or filed with the on-site SWPPP copy. According to the General Permit, the information noted below shall be included as part of recordkeeping, at a minimum:

1. Name of person(s) conducting the inspections or maintenance;
2. When inspections or maintenance are conducted;
3. The findings of the inspections or maintenance;
4. Any corrective actions taken (including dates, times, an the responsible part for completing maintenance);
5. Date and amount of rainfall events greater than 0.5 inches in 24 hours; and
6. Document changes to this SWPPP as required by regulation.

Permanent Stormwater Management:

The project design will provide treatment for stormwater prior to discharge to surface waters. Treatment will be provided through a combination of, proposed infiltration basins and existing grassed water ways.

5-year/1-hour storm rainfall amount: 1.82 inches

25-year/24-hour storm rainfall amount: 5.68 inches

CONSTRUCTION ACTIVITY

Construction activities are anticipated to commence after pre construction meeting. The Project will generally take place in the following sequence:

1. INSTALL Preliminary erosion control Best Management Practices (BMPs)
2. Topsoil stripping, clearing, and stockpiling
3. Rough grading and temporary stabilization
4. Installation of subsurface drains and culverts
5. Finish grading, topsoiling, and final stabilization

Erosion Prevention

All erosion prevention BMPs shall be installed to minimize erosion from disturbed surfaces and to capture sediment onsite. All erosion control measure shall be in place prior to the commencement of any ground-disturbing activities and must be maintained until final stabilization is achieved.

Use phased construction whenever practical and establish turf as soon as possible to minimize sediment transport.

Sediment must be stabilized to prevent it from being washed back into the basin, conveyances, or drainageways discharging off-site or to surface waters.

Temporary or permanent seeding and mulching of all exposed soils not being actively worked shall take place within 24 hours for locations in existing ditches or waterways, at all pipe ends and within 200 feet of surface water; within 14 days for all other locations. See erosion control plans for details.

Temporary mulching shall be at a rate of 2.0 ton/acre

Seed mix and application shall comply with the appropriate County Soil and Water Conservation Service specifications.

Sediment Control

- Perimeter sediment control devices must be established on all down-gradient perimeters prior to the commencement of any ground-disturbing activities.
- The contractor shall adjust the perimeter silt fencing to accommodate the installation of ditch check dams as necessary.
- Tracked soil onto existing public roads shall be removed within 24 hours.
- Perimeter silt fence shall be installed downstream of all topsoil stockpiles. All stockpiles shall be temporarily covered if left more than 7 days.
- Stockpiles cannot be placed in surface waters or in water conveyances, such as ditches.
- A rock construction entrance must be constructed at all planned entrances/exits from the site. Rock construction entrance must be a minimum of 24 feet wide and 50 feet long with a minimum of 6" of 2-4" clean rock.
- Rock log or silt fence inlet protection shall be installed and maintained until turf has been established.
- Redundant sediment controls shall be used near all surface waters.

Dewatering

The Contractor must discharge turbid or sediment-laden waters related to dewatering or basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) to a temporary or permanent sedimentation basin on the project site unless infeasible.

Discharge points must be adequately protected from erosion and scour. The discharge must be dispersed over natural rock riprap, sand bags, plastic sheeting, or other accepted energy dissipation measures.

The Contractor may discharge from the temporary or permanent sedimentation basins to surface waters if the basin water has been visually checked to ensure adequate treatment has been obtained in the basin. The discharge must not result in floating solids, visible oil film, excessive suspended solids, discoloration, obnoxious odors or other harmful effects to receiving waters.

If the water cannot be discharged to a sedimentation basin prior to entering the surface water, it must be treated with the appropriate BMPs, such that the discharge does not adversely affect the receiving water or downstream properties.

If the Permittee(s) must discharge water that contains oil or grease, the Permittee(s) must use an oil-water separator or suitable filtration device (e.g. cartridge filters, absorbents pads) prior to discharging the water.

Pollution Prevention

The Contractor will comply with the requirements regarding pollution prevention management during construction, including:

a. Concrete washout areas for use by all subcontractors. The location of washout areas must be identified by signage and must be at least 200' from environmentally sensitive areas. The washout must be a leak-proof containment or impermeable liner that prevents runoff onto adjacent soils. An engineered system can also be used. The washout pit and dried contents shall be removed upon completion of construction and properly disposed of.

b. Solid waste collection and removal.

c. Secondary Containment.

d. Secured hazardous waste storage containers.

e. Chemical spill kits.

f. Portable restroom facilities that are anchored and located so that spills will not flow to environmentally

sensitive areas.

Burning/burying of any material is not allowed within the project boundary.

Final Stabilization and Termination

A Notice of Termination (NOT) must be submitted within 30 days after the site has undergone final stabilization. Final Stabilization requires that all soil disturbing activities at the site have been completed and all soils have been stabilized by a uniform perennial vegetative cover. All temporary synthetic and structural erosion prevention and sediment control BMPs (such as silt fence) must be removed. BMPs designed to decompose on site (such as some compost logs) may be left in place. For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land) Final Stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use.

SPECIFICATIONS FOR SEEDING AND STABILIZATION

TEMPORARY SEEDING:

FALL

SEED MIX	:	21-112
APPLICATION RATE	:	100 LBS/ACRE
SEEDING PERIOD	:	8/1 TO 10/1
FERTILIZER TYPE	:	PER MANUFACTURES RECOMMENDATION
FERTILIZER		
APPLICATION RATE	:	PER MANUFACTURES RECOMMENDATION
MULCH TYPE	:	HAY OR STRAW
MULCH RATE	:	2 TONS/ACRE

SPRING/SUMMER

SEED MIX	:	21-111
APPLICATION RATE	:	50 LBS/ACRE
SEEDING PERIOD	:	5/1 TO 8/1
FERTILIZER TYPE	:	PER MANUFACTURES RECOMMENDATION
FERTILIZER		
APPLICATION RATE	:	PER MANUFACTURES RECOMMENDATION
MULCH TYPE	:	HAY OR STRAW
MULCH RATE	:	2 TONS/ACRE

PERMANANT SEEDING: SEED MIX 36-211

APPLICATION RATE	:	34.5 LBS/ACRE
SEEDING PERIODS	:	4/15 TO 7/20, 9/20 TO 10/20
FERTILIZER TYPE	:	PER MANUFACTURES RECOMMENDATION
FERTILIZER		
APPLICATION RATE	:	PER MANUFACTURES RECOMMENDATION
MULCH TYPE	:	HYDROSEED

NON-VEGETATIVE SURFACE STABILIZATION: MULCH

TEMPORARY MULCH TYPE	:	HAY OR STRAW
APPLICATION RATE	:	3 TONS/ACRE
ANCHOR MATERIAL	:	WOOD CELLULOSE/HYDROSEED
APPLICATION RATE	:	800 LBS/ACRE

NOTES:
1. THE MULCH APPLICATION RATE FOR CHANNELS AND 3:1 SLOPES SHALL BE 3 TONS PER ACRE AS INDICATED ON THE PLAN.
2. STRAW AND HAY MULCH SHALL BE DISC ANCHORED IMMEDIATELY AFTER APPLICATION TO PREVENT BEING WINDBLOWN.
3. SEED MIX AND APPLICATION SHALL COMPLY WITH THE MN DOT SEEDING MANUAL 2014 EDITION.

CERTIFICATIONS/QUALIFICATIONS

Position	Name	Qualifications
Construction Site Manager		
Construction Installer		
SWPPP Designer	Mike Nelson, Anez Consulting, Inc.	Professional Engineer

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

Signature: _____
Michael G. Nelson, PE
Registration No. 26807

Date: _____
My Registration Expires June 30, 2026

Anez Consulting, Inc
1700 Technology Drive NE
Suite 130
Wilmar, MN 56201
(320) 235-1970

SWPPP

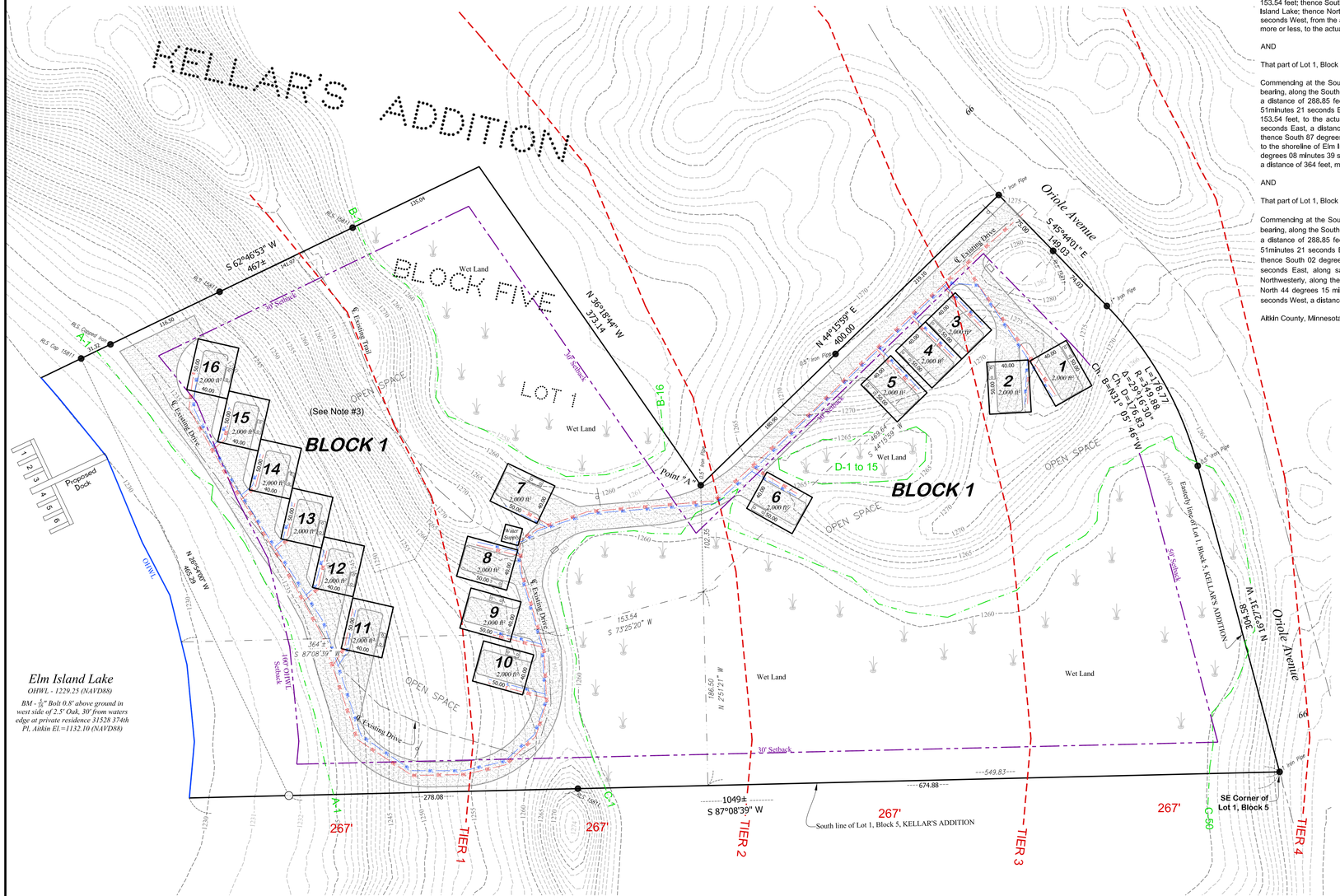
Scale	Date
Project Number	Sheet Number 3

Proposed Layout

ELM ISLAND LAKE RV PARK

Located in:

Part of Lot 1, Block 5 , KELLER'S ADDITION in
Section 15, T46N-R26W, Aitkin County, Minnesota


KELLAR'S ADDITION
BLOCK FIVE
LOT 1
BLOCK 1
Oriole Avenue
S 45°44'01" E
149.83'
N 44°15'59" E
400.00'
N 36°18'44" W
373.14'
S 62°46'53" W
467±
Point "A"
Point "B"
Wet Land
OPEN SPACE
(See Note #3)
Proposed Dock
Elm Island Lake
OHWL - 1229.25 (NAVD88)
BM - ¾" Bolt 0.8' above ground in west side of 2.5' Oak, 30' from waters edge at private residence 31528 374th Pl, Aitkin EL=1132.10 (NAVD88)
30' Setback
10' Setback
8' Existing Drive
Existing Drive
D-1 to 15
Easterly line of Lot 1, Block 5, KELLAR'S ADDITION
N 16°27'31" W
334.58'
SE Corner of Lot 1, Block 5
South line of Lot 1, Block 5, KELLAR'S ADDITION
1049±
S 87°08'39" W
674.88
549.83
278.08
267'
TIER 1
TIER 2
TIER 3
TIER 4
C-1
C-50
A-1
A-2
B-1
B-16
Ch: L=178.77
R=339.86'
Δ=29°16'38"
Ch. B=N1° 05' 46"W
Iron Pipe
Iron Surveyed
RLS Capped Iron
RLS Cap 19871
1" Iron Pipe
0.5" Iron Pipe
1" Iron Pipe
1/2" Iron Pipe
1" Iron Pipe
1" Iron Pipe
1

Rezone App. # 2025-000207, UID # 213696
App. Status: Pending Review

Aitkin County Planning & Zoning / Environmental Services
307 Second St. NW Room 219, Aitkin, MN 56431
Email: aitkinpz@aitkincountymn.gov
Phone: 218-927-7342
Fax: 218-927-4372

Contact Information

Applicant contact info:	Name: Shamrock Township Phone: (218) 426 - 3736 Email Address: townofshamrock@shamrocktwp.org Mailing Address: 49954 Lake Ave 49954 Lake Ave McGregor MN 55760
Are you the property owner?	No
Have you had a pre-application meeting with Planning & Zoning?	Yes

Authorized Agent Form

Attach the completed authorized agent form.:	Authorization_form.pdf
Property Owner Email Address:	townofshamrock@shamrocktwp.org

Property Location

Property:

Property Location					Legal Description			Property Attributes	
Parcel Number	**Property Address**	**Township or City Name**	**Owner Name(s)**	**Taxpayer Name(s)**	**Legal Description**	**Plat Name**	**Section-Township-Range**	**Lake Class**	**Lake Name**
29-0-032001	49954 Lake Ave MCGREGOR, MN 55760	SHAMROCK TWP	TOWNSHIP OF SHAMROCK	TOWNSHIP OF SHAMROCK	5 AC IN NW NE		S:16 T:49 R:23		

Driving directions to the property from Aitkin:	Follow US-169 N/Great River Rd - 7.9 mi; Turn right onto MN-210 E - 14.1 mi; Turn left onto MN-65 N - 7.1 mi; Turn right onto Lake Ave -3.2 mi - Destination will be on the right

Brief Narrative

Please describe the purpose of your application in a brief narrative of the request:	We are currently zoned as Farm Residential. As a fully functioning local government, we are seeking to rezone the property to Commercial to better support our operations and accommodate our growing needs. This change will allow us to more effectively serve the community and align with the evolving functions of our organization.
Please give a detailed explanation on why and how this proposal is meeting the Comprehensive Land Use Plan:	This proposal aligns with the goals and objectives of the Comprehensive Land Use Plan by supporting the continued development of essential public services and community resources. The site currently serves multiple public functions, including a maintenance building that houses critical service vehicles such as dump/plow trucks, a mower, grader, and a pickup truck. It also functions as a fire substation, providing emergency response services to the area. In addition, the property includes an improved public park that is widely used by residents, seasonal cabin owners, and visitors from surrounding communities. The park is an important recreational asset, and we are continually receiving requests from residents for additional amenities and enhancements. As the population in the area grows, the demand for both public services and community spaces continues to increase. Rezoning to Commercial will provide the flexibility needed to support these evolving uses and ensure that the property remains responsive to the needs of a growing and vibrant community, in line with the vision of the Comprehensive Land Use Plan.
How will this proposal be compatible with existing land uses?	The property is already functioning as a hub for essential public services. The existing land use on the property has already evolved beyond typical Farm Residential purposes, and this rezoning will reflect the reality of how the land is currently being used. The property does not support traditional agricultural or low-density residential uses but instead serves the broader public interest by supporting infrastructure, emergency response, and recreational needs. The proposal to rezone to Commercial complements existing land uses, enhances the delivery of public services, and aligns with the township?s ongoing efforts to serve a growing population while maintaining harmony with neighboring properties.
Is this proposal meeting the Findings of Fact?	Yes

Scaled Drawing

Please attach a scaled drawing, survey, and/or sketch of description.:	 File 1: Property_Pic.png

Certificate of Compliance

Is there an existing septic system on the property? (Outhouse/Privies are also considered a septic system)	Yes
If you answered Yes, then attach one of the following: - A current compliance inspection on the existing septic system - A design for a new/replacement septic system	File 1: Septic_Compiance_Report.pdf File 2: Septic_Tanks_Compliance_COC_-_49954_Lake_Ave.pdf

Property Deed and/or New Legal Description

Please attach the property deed or the new legal description:	File 1: DNR_Rec_Property_Lease.pdf File 2: Shamrock_Town_Hall_Property_Deed.pdf

Other Information

Other Information (if necessary):	Approximately half of the property utilized by the township is leased from the Minnesota Department of Natural Resources (DNR). This leased portion is primarily designated and used for recreational purposes, serving as the site of a well-maintained public park. The park is actively used by local residents, seasonal cabin owners, and visitors from surrounding communities, and it plays a vital role in supporting the township?s recreational offerings. To provide a complete understanding of the property?s status and use, I have attached the legal description, the extended-term lease agreement with the DNR, and the deed for the Shamrock Township-owned portion of the property.

Terms

General Terms

The landowner or authorized agent hereby certifies that to the best of their knowledge the application and supporting documents are a factual representation of the proposed project. The landowner or authorized agent agrees that, in making application, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicant's responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.
Submittal of the above materials does not always constitute a complete application. Other information may be necessary to complete the application based on the type of request and onsite inspection.
I acknowledge that by submitting this application, the application and its attachments are public information.

Invoice #62749 (04/21/2025) Expected Payment Method: Pay Online - Card or ECheck

Charge	Cost	Quantity	Total
Recording Fee added 04/21/2025 3:24 PM	$46.00	x 1	$46.00
Rezoning Fee added 04/21/2025 3:24 PM	$650.00	x 1	$650.00
Grand Total			
		Total	**$696.00**
		Payment 04/21/2025	**$696.00**
		Due	**$0.00**

Conditions of Rezoning

None

Approvals

Approval	Signature
Applicant	Shamrock Township - 04/21/2025 3:24 PM a6d81eb3883ee4e5b882f361f3861dda 53172e62bc61c2867162eb4535c892e8
#1 Admin	Shannon Wiebusch - 05/21/2025 10:51 AM e3b0441f9ecf33b297d43dce52eaf6ac

	f25244f1d8751d384226bd817665b1cb
#3 Planning Commission	

Print View

Aitkin County Environmental Services – Planning & Zoning
307 2nd Street NW, Room 219
Aitkin, MN 56431
(P) (218) 927-7342
(F) (218) 927-4372
(E) aitkinpz@co.aitkin.mn.us

AUTHORIZATION FORM

I hereby authorize the agent named below to act as my authorized agent for all public hearing applications and land use permits on property located at:

Parcel Numbers(s):	29-0-032001
E911 Address of Property:	49954 Lake Ave

Authorized Agent Information:

Agent name:	Candace Kral

Property Owner Information:

Owner name:	Shamrock Township	Phone number:	218-426-3736
Email:	townofshamrock@shamrocktwp.org		
Property Owner Signature:	Candace Kral	Date:	2/25/25

Aitkin County Environmental Services – Planning & Zoning
307 2nd Street NW, Room 219
Aitkin, MN 56431
(P) (218) 927-7342
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(E) aitkinpz@co.aitkin.mn.us

AUTHORIZATION FORM

I hereby authorize the agent named below to act as my authorized agent for all public hearing applications and land use permits on property located at:

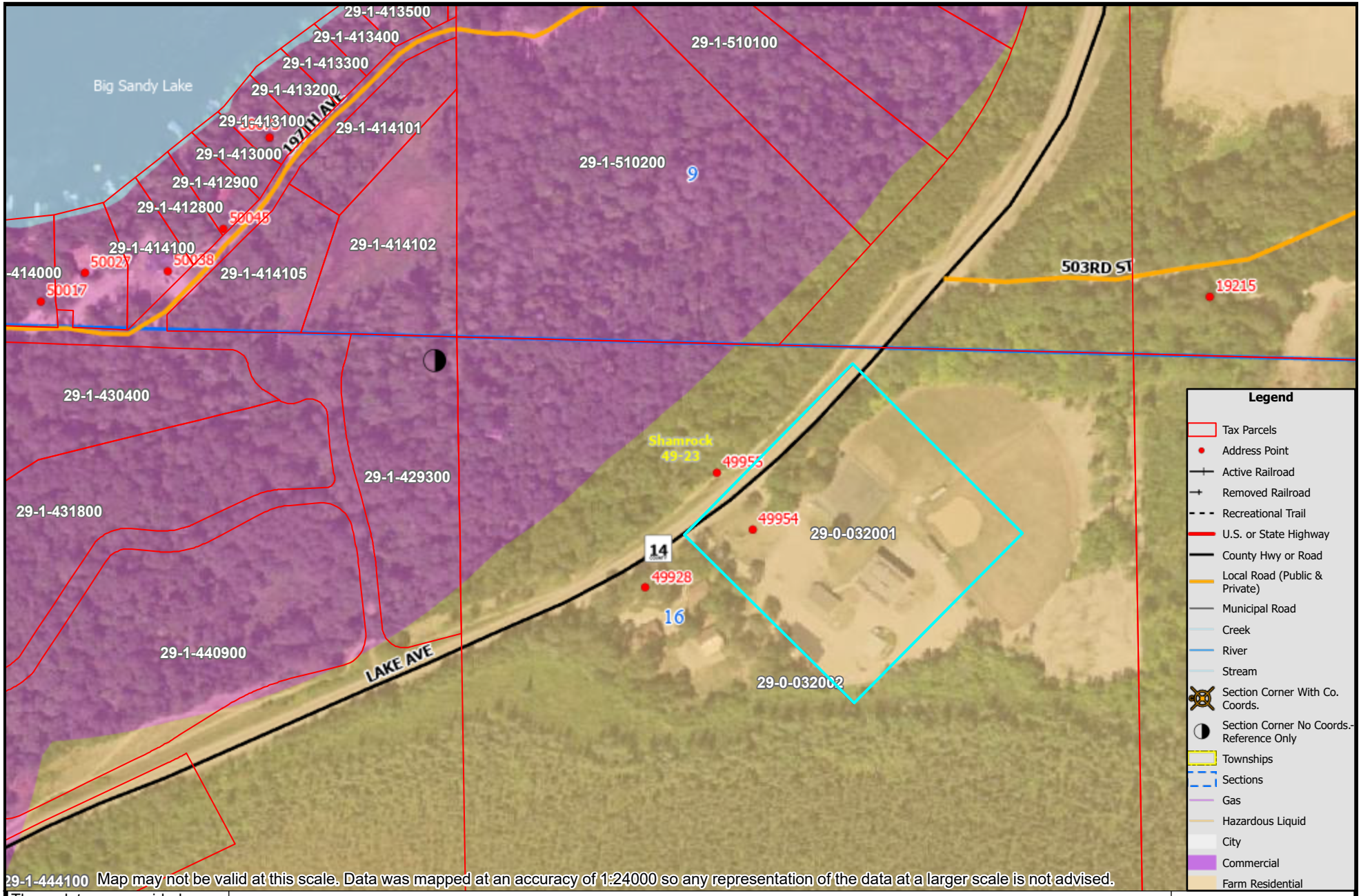
Parcel Numbers(s):	29-0-032001 (and lease with DNR #LMIS010468)
E911 Address of Property:	49954 Lake Ave

Authorized Agent Information:

Agent name:	Candace Kral

Property Owner Information:

Owner name:	Shamrock Township	Phone number:	218-426-3736
Email:	townofshamrock@shamrocktwp.org		
Property Owner Signature:	Candace Kral	Date:	2/25/25



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.

N

ArcGIS Web AppBuilder

1:4,514

0 0.03 0.05 mi

AITKIN COUNTY

Date: 5/23/2025

Leased portion
Gravel
Maintence Bldg
Town Hall
Salt Shed
14
49926

TIMBER LAKES
SEPTIC SERVICES INC.

Septic System Compliance Inspection – Existing System

Date: 8/17/2022
Property Owner: Shamrock Township
Ordered By: Candi 218 426 3736
Address: 49954 Lake Ave., McGregor, MN 55760
Property ID#: 29-0-032001
Inspector: Tim Woodrow

A compliance inspection was performed at the above location. Soil evaluation was conducted to determine the level of seasonal saturated soil. The Soil Treatment Area (Drain field) was also inspected to ensure there was no ponding or leaking. The Holding tanks at the shop septic tank for the office was pumped and inspected. This onsite system was found to be **Compliant.**

- **Impact On Public Health:**
  System is Compliant

- **Tank Integrity:**
  Tank(s) are compliant

- **Other Compliance Conditions:**
  None

- **Soil Separation**
  Soils are compliant

- **Operating Permit and Nitrogen BMP**
  NA

I have included a copy of the compliance documents for your record. I have also sent a copy to Aitkin County for their records. If you have any questions, please do not hesitate to give us a call.

Thanks!

Tim Woodrow
Owner

218-927-6175

DISCLAIMER:

The septic system inspection conducted for this property meets MPCA requirements for existing systems.

We recommend this system to be serviced and evaluated at least every 36 months by a septic professional.

This inspection does not guarantee future performance.

Any additions to the home or increased use of the home may require an increase in system capacity.

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Compliance inspection report form

Existing Subsurface Sewage Treatment System (SSTS)

Doc Type: Compliance and Enforcement

Instructions: Inspector must submit completed form to Local Governmental Unit (LGU) and system owner within 15 days of final determination of compliance or noncompliance. Instructions for filling out this form are located on the Minnesota Pollution Control Agency (MPCA) website at https://www.pca.state.mn.us/sites/default/files/wq-wwists4-31a.pdf.

Property information

Local tracking number:

Parcel ID# or Sec/Twp/Range: 29-0-032001 Reason for Inspection Transfer

Local regulatory authority info: Aitkin County

Property address: 49954 Lake Ave., McGregor, MN 55760

Owner/representative: Shamrock Township Candi Owner's phone: 218 426 3736

Brief system description: 1000/350 Septic/Lift serving the office, 2000 Gal holding tank for floor drain waste and a 2000 Combo Holding Tank for shop toilets

System status

System status on date (mm/dd/yyyy): 8/17/2022

☒ **Compliant – Certificate of compliance***

*(**Valid for 3 years from report date** unless evidence of an imminent threat to public health or safety requiring removal and abatement under section 145A.04, subdivision 8 is discovered or a shorter time frame exists in Local Ordinance.)*

***Note: Compliance indicates conformance with Minn. R. 7080.1500 as of system status date above and does not guarantee future performance.**

☐ **Noncompliant – Notice of noncompliance**

Systems failing to protect ground water must be upgraded, replaced, or use discontinued within the time required by local ordinance.

An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance or under section 145A.04 subdivision 8.

Reason(s) for noncompliance (check all applicable)

- ☐ Impact on public health (Compliance component #1) – *Imminent threat to public health and safety*
- ☐ Tank integrity (Compliance component #2) – *Failing to protect groundwater*
- ☐ Other Compliance Conditions (Compliance component #3) – *Imminent threat to public health and safety*
- ☐ Other Compliance Conditions (Compliance component #3) – *Failing to protect groundwater*
- ☐ System not abandoned according to Minn. R. 7080.2500 (Compliance component #3) – *Failing to protect groundwater*
- ☐ Soil separation (Compliance component #5) – *Failing to protect groundwater*
- ☐ Operating permit/monitoring plan requirements (Compliance component #4) – *Noncompliant - local ordinance applies*

Comments or recommendations

Certification

I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

***By typing my name below**, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.*

Business name: Timber Lakes Septic Service Certification number: C7644

Inspector signature: Tim Woodrow License number: L455

(This document has been electronically signed) Phone: 218-927-6175

Necessary or locally required supporting documentation (must be attached)

☒ Soil observation logs ☐ System/As-Built ☐ Locally required forms ☒ Tank Integrity Assessment ☐ Operating Permit

☐ Other information (list):

Property Address: 49954 Lake Ave., McGregor, MN 55760

Business Name: Timber Lakes Septic Service Date: 8/17/2022

1. Impact on public health – Compliance component #1 of 5

Compliance criteria:	
System discharges sewage to the ground surface	☐ Yes* ☒ No
System discharges sewage to drain tile or surface waters.	☐ Yes* ☒ No
System causes sewage backup into dwelling or establishment.	☐ Yes* ☒ No

Any "yes" answer above indicates the system is an imminent threat to public health and safety.

Describe verification methods and results:

Attached supporting documentation:

☐ Other:

☐ Not applicable

2. Tank integrity – Compliance component #2 of 5

Compliance criteria:	
System consists of a seepage pit, cesspool, drywell, leaching pit, or other pit?	☐ Yes* ☒ No
Sewage tank(s) leak below their designed operating depth?	☐ Yes* ☒ No
If yes, which sewage tank(s) leaks:	

Any "yes" answer above indicates the system is failing to protect groundwater.

Describe verification methods and results:

Attached supporting documentation:

☐ Empty tank(s) viewed by inspector

Name of maintenance business:

License number of maintenance business:

Date of maintenance:

☒ Existing tank integrity assessment (Attach)

Date of maintenance (mm/dd/yyyy): 8/17/2022 (must be within three years)

(See form instructions to ensure assessment complies with Minn. R. 7082.0700 subp. 4 B (1))

☐ Tank is Noncompliant (pumping not necessary – explain below)

☐ Other:

Property Address: 49954 Lake Ave., McGregor, MN 55760
Business Name: Timber Lakes Septic Service Date: 8/17/2022

3. Other compliance conditions – Compliance component #3 of 5

3a. Maintenance hole covers appear to be structurally unsound (damaged, cracked, etc.), or unsecured?
☐ Yes* ☒ No ☐ Unknown

3b. Other issues *(electrical hazards, etc.)* to immediately and adversely impact public health or safety? ☐ Yes* ☒ No ☐ Unknown

**Yes to 3a or 3b - System is an imminent threat to public health and safety.*

3c. System is non-protective of ground water for other conditions as determined by inspector? ☐ Yes* ☒ No

3d. System not abandoned in accordance with Minn. R. 7080.2500? ☐ Yes* ☒ No

**Yes to 3c or 3d - System is failing to protect groundwater.*

Describe verification methods and results:

Attached supporting documentation: ☐ Not applicable ☐ _____

4. Operating permit and nitrogen BMP* – Compliance component #4 of 5 ☒ Not applicable

Is the system operated under an Operating Permit? ☐ Yes ☐ No **If "yes", A below is required**

Is the system required to employ a Nitrogen BMP specified in the system design? ☐ Yes ☐ No **If "yes", B below is required**

BMP = Best Management Practice(s) specified in the system design

If the answer to both questions is "no", this section does not need to be completed.

Compliance criteria:

a. Have the operating permit requirements been met? ☐ Yes ☐ No

b. Is the required nitrogen BMP in place and properly functioning? ☐ Yes ☐ No

Any "no" answer indicates noncompliance.

Describe verification methods and results:

Attached supporting documentation: ☐ Operating permit (Attach) ☐

Property Address: 49954 Lake Ave., McGregor, MN 55760

Business Name: Timber Lakes Septic Service Date: 8/17/2022

5. Soil separation – Compliance component #5 of 5

Date of installation 11/9/2007 *(mm/dd/yyyy)* ☐ Unknown

Shoreland/Wellhead protection/Food beverage lodging? ☐ Yes ☒ No

Attached supporting documentation:

☒ Soil observation logs completed for the report

☐ Two previous verifications of required vertical separation

☐ Not applicable (No soil treatment area)

☐ _____

Compliance criteria (select one):

5a. *For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment:* Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No*
5b. *Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment:* Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*	☒ Yes ☐ No*
5c. *"Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules 7080. 2350 or 7080.2400 (Intermediate Inspector License required ≤ 2,500 gallons per day; Advanced Inspector License required > 2,500 gallons per day)* Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No*

Indicate depths or elevations

A. Bottom of distribution media	100
B. Periodically saturated soil/bedrock	Below 97.0
C. System separation	>36"
D. Required compliance separation*	31"

*May be reduced up to 15 percent if allowed by Local Ordinance.

**Any "no" answer above indicates the system is failing to protect groundwater.*

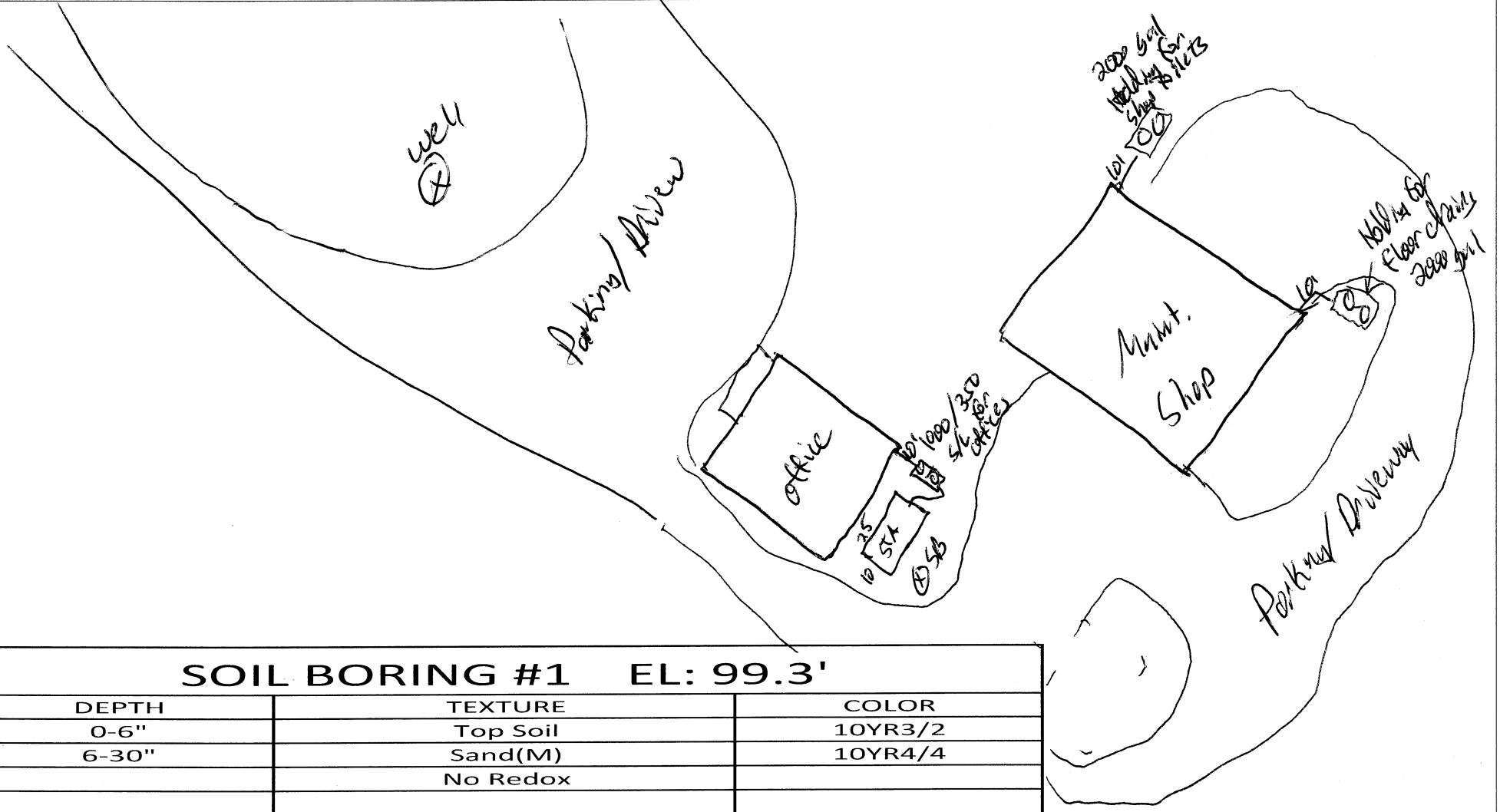
Describe verification methods and results:

Upgrade requirements: *(Minn. Stat. § 115.55) An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.*

SKETCH SHEET AND SOIL BORING LOG

INSPECTOR: Tim Woodrow	**Equipment:** Bucket Auger
DATE: 8/16/2022	**Elevation of Limiting Layer: Below 97.0**
PID#: 29-0-032001	**Vegetation:** Mowed Grass
SITE ADDRESS: 49954 Lake Ave., McGregor, MN 55760	**Weather:** Sunny & Clear
Benchmark (EL = 100'): Bottom of Rock in STA	

North



SOIL BORING #1 EL: 99.3'		
DEPTH	TEXTURE	COLOR
0-6"	Top Soil	10YR3/2
6-30"	Sand(M)	10YR4/4
	No Redox	

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Sewage tank integrity assessment form

Subsurface Sewage Treatment Systems (SSTS) Program

Doc Type: Compliance and Enforcement

Purpose: This form *may* be used to certify the compliance status of the sewage tank components of the SSTS. **This form is not a complete SSTS inspection report, only a tank integrity assessment, and may only certify sewage tank compliance status when entirely completed and signed by a qualified professional.** SSTS compliance inspection report forms can be found at: https://www.pca.state.mn.us/water/inspections.

Instructions: This form may be completed, and signed, by a Designated Certified Individual (DCI) of a licensed SSTS inspection, maintenance, installation, or service provider business who personally conducts the necessary procedures to assess the compliance status of each sewage tank in the system. Only a licensed maintenance business is authorized to pump the tank for assessment. A copy of this information should be submitted to the system owner and be maintained by the licensed SSTS business for a period of five (5) years from the assessment date.

When this form is signed by a qualified certified professional, it becomes *necessary supporting documentation* to an Existing System Compliance Inspection Report: Compliance inspection form - Existing system (wq-wwists4-31b). This form can be found on the MPCA website at https://www.pca.state.mn.us/water/inspections.

The information and certified statement on this form is **required** when existing septic tank compliance status is determined by an individual other than the SSTS Inspector that submits an inspection report. This form represents a third party assessment of SSTS component compliance and is allowable under Minn. R. 7082.0700, subp. 4(B)(1). This form is valid for a period of three years beyond the signature date on this form unless a new evaluation is requested by the owner or owner's agent or is required according to local regulations. Additional Administrative Rule references for this activity can be found at Minn. R. 7082.0700, subp. 4(B),(C), and (D) and; Minn. R. 7083.0730(C).

Owner information

Owner/Representative: Shamrock Township - All 3 Tanks on site

Property address: 49954 Lake Ave McGregor MN 55760

Local Regulatory Authority: Aitkin County Parcel ID: 29-0-032001

System status

System status on date (mm/dd/yyyy): 8/17/2022

☒ **Certificate of sewage tank compliance** ☐ **Notice of sewage tank non-compliance**

Compliance criteria:

The SSTS has a seepage pit, cesspool, drywell, leaching pit, or other pit - "**Failure to Protect Groundwater.**"	☐ Yes* ☒ No
The SSTS has a sewage tank that leaks below the designed operating depth - "**Failure to Protect Groundwater.**"	☐ Yes* ☒ No
The SSTS presents a threat to public safety by reason of structurally unsound (damaged, cracked, or weak) maintenance hole cover(s) or lids or any other unsafe condition - "**Imminent Threat to Public Health or Safety.**"	☐ Yes* ☒ No

Any "yes" answer above indicates sewage tank non-compliance.

Company information

Company name: Timber Lakes Septic Service Inc

Business license number: L455

Designated Certified Individual (DCI) information

Print name: Dan Swanson

Certification number: C6023

I personally conducted the work described above as a Designated Certified Individual of a Minnesota-licensed SSTS inspection, maintenance, installation, or service provider Business. I personally conducted the necessary procedures to assess the compliance status of each sewage tank in this SSTS.

***By typing/signing my name below**, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.*

Designated Certified Individual's signature: Dan Swanson Date (mm/dd/yyyy): 8/17/2022

(This document has been electronically signed.)

266631 FILED MAY 8 1991 AT 9A M. Everett Davies, County Recorder

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

No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed (X) not required
Certificate of Real Estate Value No. _____
May 8, 19 91

Alice Dotzler
County Auditor

By Elaine Hallbeck
Deputy

STATE DEED TAX DUE HEREON: $1.65

Date: April 26, 1991

(reserved for recording data)

FOR VALUABLE CONSIDERATION, INDEPENDENT SCHOOL DISTRICT NO. 4, MCGREGOR, MINNESOTA, a School District organized under the laws of the State of Minnesota, Grantor(s), hereby convey(s) and quitclaim(s) to SHAMROCK TOWNSHIP, an organized township under the laws of the State of Minnesota, Grantee(s), real property in Aitkin County, Minnesota, described as follows:

That portion of the Northwest Quarter of the Northeast Quarter, Section 16, Township 49, Range 23, more particularly described as follows:

Commencing at a point 383 feet South and 437 feet East of the Northwest corner of said Northwest Quarter of Northeast Quarter; thence running South 45° East, 466.7 feet; thence North 45° East, 466.7 feet; thence North 45° West 466.7 feet; thence South 45° West, 466.7 feet to the point of beginning.

together with all hereditaments and appurtenances belonging thereto.

The total consideration for this transfer of real estate is $500.00 or less.

AITKIN COUNTY DEED TAX
No 56 Date 5-8-91
165 Dollars
Vernon Nelson
County Treasurer
by M. Falk Deputy

INDEPENDENT SCHOOL DISTRICT NO. 4, MCGREGOR, MINNESOTA.

By Thomas R. Mistle
Its Chairman

By Thomas H Kovach
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF AITKIN)

The foregoing instrument was acknowledged before me this 26th day of April, 1991, by Thomas Nistler and Thomas Koerber, the Chairman and Clerk, respectively, of INDEPENDENT SCHOOL DISTRICT NO. 4, MCGREGOR, MINNESOTA, a School District organized under the laws of the State of Minnesota, Grantor(s), on behalf of the School District.

Holly S. Boyd
Signature of Person Taking Acknowledgment

Notarial Stamp or Seal (or other title/rank)

HOLLY B. [illegible]
NOTARY PUBLIC
Aitkin County
My Comm. Expires Jan. 17, 1997

1-17-97

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

Shamrock Township

McGregor, MN 55760

This Instrument was Drafted by:

RUDY, GASSERT, YETKA, KORMAN, BELFRY & DORAN
A PROFESSIONAL ASSOCIATION
Attorneys at Law
123 Avenue C
Cloquet, Minnesota 55720
(218) 879-3363 FDR:ja

1 30
5-8-91

RECORDED
TRACT INDEX Z
GRANTOR
GRANTEE
COMPARED Z

OFFICE OF COUNTY RECORDER
AITKIN COUNTY, MN
☐ WELL CERTIFICATE RECEIVED
☑ WELL CERTIFICATE NOT REQUIRED

COUNTY RECORDER
AITKIN COUNTY, MINNESOTA
FILED
MAY 8 '91 9A M
Evelyn Flaman
As Doc. No.

266631

MINNESOTA DEPARTMENT OF NATURAL RESOURCES

Lease Number
LMIS010468
Field Unit
Region 2 - Aitkin Forestry (Area 232)

MISCELLANEOUS LEASE

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LANDLORD and the TENANT as named below.

TENANT Shamrock Township		
TENANT Address (No. & Street, RFD, Box No., City, State, Zip) 49954 Lake Ave, McGregor, MN 55760		
Lease Fee $20,250.00	Fee Payment Schedule $20,250.00 due at execution for the duration of the lease	
Term Thirty (30) Years	Effective Date July 1, 2020	Termination Date June 30, 2050
Purpose of Lease Recreation for 1 baseball/softball field, 1 tee-ball/informal field, 2 pickleball courts, half basketball court, 1 sand volleyball court, 2 bocce ball courts and leisure ice skating area		County Aitkin

IT IS AGREED AS FOLLOWS:

PREMISES CONTAINS SCHOOL TRUST LAND.

a. **LANDLORD and TENANT acknowledge part or all of the Premises is school trust land. School trust land is part of the Permanent School Fund, which was established in Article XI, section 8, of the Minnesota State Constitution. LANDLORD is a trustee of the school trust lands and has a fiduciary obligation to manage the Premises in accordance with the Minnesota State Constitution and Minnesota Statutes. LANDLORD manages school trust land according to Minn. Stat. section 127A.31.**
b. **TENANT is prohibited from seeking any federal, state, local, or private funding which places restrictions on the use of the Premises.**
c. **TENANT is prohibited from adding improvements to the Premises, or improving current structures on the Premises, without the prior, written approval of the LANDLORD.**

BASIC TERMS:

1. PREMISES. The LANDLORD in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the TENANT, hereby leases to the TENANT, subject at all times to sale, lease and use for mineral or other purposes the following described premises:

   That part of the Northwest Quarter of the Northeast Quarter of Section 16, Township 49 North, Range 23 East, described as follows: Commencing at a point 383 feet South and 437 feet East of the Northwest corner of said NW1/4 of NE1/4, thence running South 45 degrees East 466.7 feet to the point of beginning; thence North 45 degrees East 466.7 feet; thence North 45 degrees West 466.7 feet; thence North 45 degrees East 70 feet to the north line of said NW1/4 of NE1/4; thence

East 510 feet along said north line to the northeast corner of said NW1/4 of NE1/4; thence South 690 feet along the east line of said NW1/4 of NE1/4; thence West 580 feet, more or less, to the point of beginning, containing 6.2 acres, more or less, and as approximately shown on attached Exhibit A-1 and A-2 which are made part of this lease and herein referred to as the "Premises".

2. TERMS. The terms LANDLORD, TENANT, TENANT ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, used herein are described above and are incorporated herein.

3. LEASE PERIOD. This lease will be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.

4. USE OF PREMISES. TENANT will use the Premises only for PURPOSE OF LEASE.

5. "AS IS." TENANT is taking the Premises in its "as is" condition, and LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use.

TENANT'S RESPONSIBILITIES:

6. LEASE PAYMENTS. The TENANT will pay to the LANDLORD the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LANDLORD may assess interest pursuant to Minn. Stat. § 270C.40, subd. 5 on any payments over thirty (30) days past due.

7. MAINTENANCE. The TENANT will maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate. No timber shall be cut, used, removed or destroyed by the TENANT without first obtaining written permission from the LANDLORD.

8. INVASIVE SPECIES. The TENANT is responsible for controlling invasive species on the Premises. (See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.)

9. UTILITIES. TENANT will pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.

10. ALTERATIONS AND MECHANIC'S LIENS. The TENANT may not make changes, alterations or improvements to the Premises or to any structure thereon without the prior written consent of the LANDLORD. Any changes, alterations or improvements in or to the Premises will be at TENANT's sole expense. TENANT has no right to subject the interest of LANDLORD in the Premises to any mechanic's liens, material liens or other liens of any nature, and TENANT must have any such lien discharged within 10 days after the recording of the lien. TENANT will be liable to LANDLORD for LANDLORD's costs and attorneys' fees incurred relating to mechanic's liens and other liens.

11. TAXES. The TENANT will pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the TENANT located on the Premises during the TERM of this lease. NOTE: Due to the lease, the county may assess property taxes against the property based on its market value, and TENANT is required to pay the property taxes.

12. COMPLIANCE WITH LAWS. TENANT must comply with all applicable municipal, county and state laws, ordinances and regulations, and obtain and pay for all licenses and permits as may be required by its use of the Premises.

13. ENVIRONMENTAL. TENANT will not use in any way, or permit the use of the Premises, or any part thereof, to either directly or indirectly produce, manufacture, refine, transport, store, dispose of, or process any Hazardous Substance (as defined below), unless it has received the prior written

consent of LANDLORD. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the production, manufacture, maintenance, refining, transport, storage, disposal, processing, or ownership of which is restricted or prohibited by federal, state, or county or municipal statutes or laws now or any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify LANDLORD from any and all damages, costs, fines and expenses that might arise as a result of TENANT's violation of this provision. This provision will survive the termination of this Lease.

PUBLIC ACCESS:

14. LANDLORD'S ACCESS. LANDLORD, acting through its designated agents or employees, has the right to enter the Premises at all reasonable times.

15. PUBLIC RECREATION USE. The TENANT agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by Minn. Stat. § 604A.21, not inconsistent with the purposes of this lease. The TENANT shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LANDLORD. If the LANDLORD authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the TENANT.

TERMINATION AND ASSIGNMENT:

16. TERMINATION. This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 92.50 may be canceled for just cause at anytime by LANDLORD upon six months written notice.

    TENANT will, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LANDLORD in as good condition and repair as on the EFFECTIVE DATE. If the TENANT fails to surrender the Premises on the termination of this lease, the LANDLORD may eject or remove the TENANT from the Premises and TENANT will indemnify the LANDLORD for all expenses incurred by the LANDLORD. In addition, TENANT will remove all TENANT's property from the Premises upon termination and any property remaining will be considered abandoned and disposed of by the LANDLORD according to law. Upon demand, TENANT will pay to LANDLORD all of LANDLORD's expenses incurred in connection with LANDLORD's disposition of TENANT's personal property. TENANT's obligations under this paragraph will survive termination of the Lease.

    If this lease is terminated prior to the TERMINATION DATE, the TENANT will not be relieved of any obligation incurred prior to termination.

17. HOLDOVER. TENANT will pay to the LANDLORD a sum equal to the rent plus fifty (50) percent of the rent for each rental period that TENANT holds the Premises after termination of this lease without authorization by LANDLORD. This sum will be liquidated damages for the wrongful holding

over. TENANT acquires no additional rights by holding the Premises after termination and will be subject to legal action for removal.

18. TRANSFERS. This lease will extend to, and bind the successors, heirs, legal representative and assigns of the LANDLORD and TENANT. In addition, the TENANT may not without the LANDLORD's prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the TENANT's interest by operation of law; c) sublet the Premises or any part thereof: d) permit the use or occupancy of the Premises or any part thereof by anyone other than the TENANT.

DEFAULT:

19. DEFAULT BY TENANT. If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from LANDLORD, LANDLORD may exercise one or more of the following remedies, or any other remedy available at law or in equity:

    a. Terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;

    b. Re-enter the Premises and remove all persons and property from the Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease; or

    c. Re-let the Premises without terminating the Lease. All amounts received from such re-letting shall be applied: first, to the payment of any costs of re-letting, and second, to the payment of rent due and owing under this Lease. If the amount received from re-letting in any month is less than the amount of rent to be paid by TENANT, TENANT will pay any such deficiency to LANDLORD upon demand.

20. SELF-HELP RIGHT. If TENANT defaults in the performance of any term of this Lease, LANDLORD, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that LANDLORD gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by LANDLORD and all losses, costs and expenses incurred by LANDLORD, in connection with any such performance by LANDLORD pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by LANDLORD for any property, material, labor or services provided by LANDLORD to TENANT.

LIABILITY:

21. LIABILITY. This lease will not be construed as imposing any liability on the LANDLORD for injury or damage to the person or property of the TENANT or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect. The TENANT will indemnify and hold harmless the LANDLORD from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.

22. PERSONAL PROPERTY RISK. All personal property on the Premises belonging to TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and LANDLORD will not be liable for theft or misappropriation of such property, nor for any loss or damage to such property, including destruction by fire.

MISCELLANEOUS:

23. LEGAL OBLIGATIONS. This lease is not to be construed to relieve the TENANT of any obligations imposed by law.

24. ENCUMBRANCE. This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LANDLORD will not be liable to TENANT for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

25. NO WAIVER. No delay on the part of the LANDLORD in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LANDLORD.

26. NOTICES. Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LANDLORD shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the TENANT it shall be as stated in the TENANT'S ADDRESS.

27. CONSTRUCTION OF LEASE. If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LANDLORD and TENANT here is that the remaining parts of this lease shall not be affected thereby.

28. AUDIT. LANDLORD is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease shall be subject to reasonable examination by the STATE and/or the State Auditor or Legislative Auditor, as appropriate, during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.

29. BOND FINANCED PROPERTY. If LANDLORD used General Obligation bonds to purchase, construct, or improve the Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of Management and Budget, up to and including furnishing any documents as the Commissioner determines to be necessary, to ensure that interest paid on the General Obligation bonds, if any, used to purchase, construct or improve the Premises is exempt from federal taxation.

30. ADDITIONAL TERMS. See the attached Exhibit A-1 and A-2 (Maps), Exhibit B (Additional Terms), and Exhibit C (Invasive Species), which are made part of this lease.

IN WITNESS WHEREOF, the parties have set their hands.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
JOEY A. ROKALA

By Joey A. Rokala	**Date** 7/13/20

TENANT (Individual's Name or Name of Entity) Shamrock Township	
Authorized Signature & Title (If an Entity) Candace Kral Clerk	Date 7/9/20

Authorized Signature & Title (If an Entity)	Date

Exhibit A-1

Map

Exhibit A-2

Map

Shamrock Park - Master Plan

Shamrock Township, Minnesota
February 13, 2020 | WSB Project number: 015070-000

0' 25' 50' 100' 200'
Scale in Feet

wsb

Exhibit B

Additional Terms

Miscellaneous Lease LMIS010468

Terms and Conditions which Apply:

1. WETLANDS

The TENANT shall avoid wetland impacts during design, construction, operations, and maintenance activities.

2. PESTICIDES AND HERBICIDES

The TENANT must request and obtain written permission to apply herbicides or pesticides to state land from the LANDLORD prior to treatment. This request shall consist of (1) a map identifying proposed treatment areas and (2) a description of the proposed treatment plan, including target species, herbicide and pesticide name, rate of application, a description of the application method, and beginning and end dates. All applications must be according to label regulations and as otherwise specified by the LANDLORD. The TENANT shall not apply pesticides that are restricted for use on certified state forest land administered by the State.

The TENANT must submit annual reports detailing herbicide and pesticide application on areas covered under the lease.

The report must include the dates, acres, location expressed as quarter-quarter, section, township, range, herbicide or pesticide used, target species, and such other information as may be reasonably required by the LANDLORD for the purpose of verifying herbicide or pesticide use.

The TENANT shall post all places commonly used by the public that are treated with herbicides and pesticides.

3. COSTS

The TENANT is responsible for all cost and expense in connection with the design, construction, operation and maintenance of the recreational project and associated improvements. All work performed by the TENANT in connection with this LEASE shall be conducted in a workmanlike manner.

4. ANNUAL MEETING

TENANT shall contact LANDLORD's local area forestry office in the first week of January each year during the term of the lease to schedule an annual coordination meeting to discuss planned use including construction, maintenance and operations activities on the PREMISES for that calendar year.

5. IMPROVEMENTS

The existing and proposed improvements shown on Exhibit A-2 for the PREMISES are authorized. Kiosks and signs are also authorized for the PREMISES. The TENANT shall make no other improvements to the PREMISES without prior written approval by the LANDLORD.

The restroom/storage building, parking lot, townhall/firebuilding, maintenance building and salt building are not on the PREMISES.

TENANT acknowledges that it owns any buildings, fixtures and improvements on the Premises, and LANDLORD assumes no responsibility for their maintenance.

If any building, fixture or improvement is damaged by fire, the elements, accident or other casualty, within six (6) months of the casualty, TENANT will either 1) repair the building, fixture or improvement to its condition prior to the casualty, or 2) remove the building, fixture or improvement, and any debris, and clear the site. TENANT's rent will NOT be reduced or suspended due to any casualty.

Notwithstanding paragraph 16 of the Lease, TENANT is responsible to remove all buildings, fixtures and improvements within thirty (30) days of the termination or expiration date of the Lease and to

reclaim the Premises to good condition and repair, and to the satisfaction of LANDLORD. If TENANT fails to remove any buildings, fixtures and improvements, LANDLORD may remove the same and bill TENANT for its costs. TENANT will pay such costs within thirty (30) days of the receipt of LANDLORD's bill. This paragraph survives the termination or expiration of the Lease.

A utility license must be obtained from the State for the passage of any utility over, under, or across the PREMISES. Additional review and approval is required for utilities by the State.

6. INSURANCE

TENANT shall procure liability insurance, naming the State as additional insured in the amount of at least $500,000 per individual and $1,500,000 per occurrence from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, the TENANT shall provide the LANDLORD with a certificate of insurance indicating the required coverage and the TENANT shall periodically provide the LESSOR with evidence of insurance as the LESSOR may request. The policy shall provide that the LANDLORD be notified ten days prior to the cancellation or termination of the policy. The TENANT shall be required to maintain such insurance to the full extent of the amounts specified in Minnesota Statutes, Section 3.736 which amounts shall be incorporated herein by reference. If those amounts are changed following execution of this lease, the TENANT shall provide whatever amount of insurance is required by that change within 30 days after the LANDLORD notifies the TENANT of the change.

7. TIMBER

The TENANT shall not cut trees on the PREMISES without prior payment to the State and approval from the State. Please contact the LANDLORD's local area forestry office regarding payment and approval.

Exhibit C

Invasive Species

Miscellaneous Lease LMIS010468

Check all that apply	
☒	**Mandatory** - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). **Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.**
☐	(2) This site is infested with ☐ gypsy moth, ☐ emerald ash borer, ☐ Asian long horned beetle, ☐ other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx
☐	(3) This site is infested with ☐ oak wilt, ☐ Dutch elm disease, ☐ sirex wood wasp, ☐ other invasive plant disease or non-regulated insect _____. ☐ Girdle the marked trees and leave them on site. ☐ Do not haul infected trees between April 1st and Nov 1st.
☐	(4a) This site is infested with ☐ buckthorn, ☐ garlic mustard, ☐ other invasive plant, ☐ exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
☐	(4b) This site is infested with ☐ buckthorn, ☐ amur or Norway maple, ☐ peashrub, ☐ honeysuckle, ☐ multiflora rose, ☐ Russian olive, ☐ other: _____. When cutting: ☐ chip, ☐ pile and burn rather than scattering the tops of invasive species.
☐	(5) Using a power washer or air compressor, ☐ daily, ☐ weekly, ☐ monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
☐	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
☐	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
☐	(7) Plant or reclaim site within: ☐ one month, ☐ three months, ☐ six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
☐	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than ☐ one month, ☐ three months, ☐ six months close, obstruct or gate all access routes until project resumes.
☐	(9) When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc.) use new clean bags or baskets.
☐	(10) In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.

☐	(11) The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
☐	(12) Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
☐	(13) Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012

Vacation/Short-Term Rental App. # 2025-000165, UID # 213554
App. Status: Pending Review

Aitkin County Planning & Zoning / Environmental Services
307 Second St. NW Room 219, Aitkin, MN 56431
Email: aitkinpz@aitkincountymn.gov
Phone: 218-927-7342
Fax: 218-927-4372

Applicant

Applicant Contact Information:	Name: Nalee Vue Phone: (612) 385 - 3427 Email Address: nalee.vue@gmail.com Mailing Address: 3915 Fallgold Pkwy N Brooklyn Park MN 55443
Are you the property owner?	Yes

60 Minute Contact Person

Enter Designated Contact Person:	Name: Johnny Lee Phone: (763) 910 - 1236 Email Address: johnny.superbintheurbs@gmail.com Mailing Address: 3915 Fallgold Pkwy n Brooklyn Park MN 55443

Property Location

Property Information:

Property Location					Legal Description			Property Attributes	
Parcel Number	**Property Address**	**Township or City Name**	**Owner Name(s)**	**Taxpayer Name(s)**	**Legal Description**	**Plat Name**	**Section-Township-Range**	**Lake Class**	**Lake Name**
35-1-089800	49593 358th Pl PALISADE, MN 56469	WAUKENABO TWP	VUE, NALEE	VUE, NALEE	LOT 5 BLK 1	SUNSET KNOLL	S:14 T:49 R:26	RD	WAUKENABO LAKE

Brief Narrative

Brief Narrative:	Short term rental property with 150 shoreline on Lake Waukenabo. Main cabin has a guest cabin on site as well. Home features 5 beds, 3 baths with over 3,076 sqft and a guest cabin includes a kitchen, living area and 3/4 bath. Property can accommodate up to 8 people.
List all current advertising sources: (Be specific and include website links, rental ID #, etc.)	Facebook page https://www.facebook.com/Levuelakecottageofpalisade/ Website soon to launch www.levuelakecottage.com
Proposed number of overnight guests:	8
How many rental units will be located on this parcel?	2
Will you be renting for periods less than one week?	Yes
Quiet hours will begin at:	10 : 00 PM
Quiet hours will end at:	08 : 00 AM

Floor Plan

1. How many rooms will be used for sleeping?	5
2. How many carbon monoxide alarms are located in the rental?	3
3. How many smoke detector alarms are located in the rental?	6
4. A fire extinguisher must be placed in an easily accessible location within each rental unit. Where is a fire extinguisher located?	kitchen
5. Attach a floor plan of the rental unit(s):	File 1: 49593_358th_Pl_-_FLOOR_PLAN.pdf

Sleeping Area #1

Name of Room:	Primary upper bedroom
Room Size (Excluding closet or attached bathroom):	378 ft^2
Number of Guests:	6
Select egress window style. (see attached diagram for egress window classifications and requirements):	Casement
Was this window installed before July 10, 2007?	Yes
What is the distance from the floor to the bottom of this window (finished sill):	33 inches
What is the OPENABLE height of this window:	33 inches
What is the OPENABLE width of this window:	36 inches

Sleeping Area #2

Name of Room:	Upper third bedroom
Number of Guests:	4
Room Size (Excluding closet or attached bathroom):	195 ft^2
Select window style. (see attached diagram for window style options):	Casement
Was this window installed before July 10, 2007?	Yes
What is the distance from the floor to the bottom of this window (finished sill)?	33 inches
What is the OPENABLE height of this window?	33 inches
What is the OPENABLE width of this window?	36 inches

Sleeping Area #3

Name of Room:	Upper fourth bedroom
Number of Guests:	4
Room Size (Excluding closet or attached bathroom):	195 ft^2
Select window style. (see attached diagram for window style options):	Casement
Was this window installed before July 10, 2007?	Yes
What is the distance form the floor to the bottom of this window (finished sill)?	33 inches
What is the OPENABLE height of this window?	33 inches
What is the OPENABLE width of this window?	36 inches

Sleeping Area #4

Name of Room:	Lower main primary bedroom
Number of Guests:	2
Room Size (Excluding closet or attached bathroom):	182 ft^2
Was the largest window in this room installed before July 10, 2007?	Yes
Select window style. (see attached diagram for window style options):	Casement
What is the OPENABLE height of this window?	33 inches
What is the OPENABLE width of this window?	36 inches
What is the distance from the floor to the bottom of this window (finished sill)?	33 inches

Sleeping Area #5

Name of Room:	Lower Secondary Bedroom
Number of Guests:	8
Room Size (Excluding closet or attached bathroom):	156 ft^2
Was the largest window in this room installed before July 10, 2007?	Yes
Select window style. (see attached diagram for window style options):	Casement
What is the OPENABLE height of this window?	33 inches
What is the OPENABLE width of this window?	36 inches
What is the distance from the floor to the bottom of this window (finished sill)?	33 inches

Emergency Contact Info

Septic Tank Pumper:	(218) 927 - 6175
Hospital:	(218) 927 - 2121
Police:	(218) 927 - 2133
Fire:	(218) 845 - 2550
Where in the rental will the emergency contact information be posted?	at the front entrance door in a 11x14 glass frame, and septic info in utility room

Guest Information

Select all that will be included in your guest handbook:	Quiet hours Maximum # of overnight guests Name & contact information for owner and/or caretaker Property rules related to outdoor features List of conditions placed on the approved IUP A current handbook on recreational vehicle regulations Notice that all ordinances and IUP conditions will be enforced by the Aitkin County Sheriff's Office and Aitkin County Environmental Services (On lakes only) Information and map with DNR public access location
Where in the rental will your handbook will be located?	Front door entrance drawer.

Pet Policy

Pet Policy:	NO PETS ALLOWED.

Garbage Disposal Plan

How often will the garbage be collected?	EVERY WEDNESDAY
Enter the name of the garbage service or describe your disposal plan:	Countryside Sanitation, garbage bin will be pulled out to the end of the driveway on each stay on or before Tuesday night, or any day after Wednesday.

Water & Septic Requirements

Attach Water Test:	File 1: 2024040_Wagner.pdf
Attach septic compliance:	SEPTIC_CERTIFICATION__MAP_LOCATION_2023.pdf
The septic system or well shall include a flow measuring device. Flow measurement readings and monitoring of the septic shall be recorded monthly and made available to Aitkin County. Has a flow meter or event counter been installed on the well or septic system?	Yes
Is the septic system holding tanks (no drainfield)? If yes, the application for an Operating Permit will begin after you click Finish.	No

Property Deed

Attach the property deed:	File 1: Palisade_Deed.pdf

Scaled Site Plan

Attach your scaled site plan:	File 1: 49593_358TH_VACATION_RENTAL_SITE_PLAN.pdf

Terms

Interior & Exterior Inspection

After your submitted application is accepted by Environmental Services, a staff member will contact you to schedule an interior inspection to verify the information provided in your application. It is the responsibility of the applicant to have the following in place prior to the inspection:

1. Smoke alarms and carbon monoxide alarms installed per MN State Fire Code
2. Fire extinguishers are in their designated places and meeting MN State Fire Code
3. Flow-measuring device installed on the septic system or well
4. Visual demarcations of the property lines

General Terms

The landowner or authorized agent hereby certifies that to the best of their knowledge the application and supporting documents are a factual representation of the proposed project. The landowner or authorized agent agrees that, in making application, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicant's responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.
Submittal of the above materials does not always constitute a complete application. Other information may be necessary to complete the application based on the type of request and onsite inspection.
I acknowledge that by submitting this application, the application and its attachments are public information.

Invoice #62625 (04/07/2025) Expected Payment Method: Pay Online - Card or ECheck

Charge	Cost	Quantity	Total
Recording Fee added 04/07/2025 10:14 PM This fee is non-refundable if denied.	$46.00	x 1	$46.00
Vacation/Private Home Rental added 04/07/2025 10:14 PM This fee is non-refundable if denied.	$650.00	x 1	$650.00
Grand Total			
		Total	**$696.00**
		Payment 04/08/2025	**$696.00**
		Due	**$0.00**

Conditions of Permit

None

Approvals

Approval	Signature
Applicant	Nalee N. Vue - 04/22/2025 5:05 PM 49ac328e60d85e75885df3ccb82c6d29 099b2e8abc97e2b0619c5ab403cd7198
#1 Administrative Staff	Shannon Wiebusch - 04/24/2025 10:39 AM e491c61d04415459941e284affab4ca0 00a704a36697dca6394ac32833789355
#2 Planning Commission	

Print View

(Top 3 inches reserved for recording data)

WARRANTY DEED
Individual(s) to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.1.1 (2016)

e-CRV No.: _____

DEED TAX DUE: $1,617.00

DATE: 10.4.24

FOR VALUABLE CONSIDERATION, Evelyn K. Wagner, a single person **("Grantor")**, hereby conveys and warrants to Nalee Vue and **("Grantee")**, as

(Check only one box)

☐ Tenants in Common
☐ Joint Tenants

(if more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)

real property in Aitkin County, Minnesota, legally described as follows:

Lot 5, Block: 1, Sunset Knoll, Aitkin County, MN

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

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

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor:

Evelyn K. Wagner

Evelyn K. Wagner

State of Minnesota
County of Hennepin

This instrument was acknowledged before me on 9.23.2024, by Evelyn K. Wagner, a single person.

(Seal, if any)

LEAH C. SENESCALL
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

(signature of notarial officer)

Title (and Rank): _____

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

THIS INSTRUMENT WAS DRAFTED BY:
Results Title
1609 Hennepin Avenue
Minneapolis, MN 55403

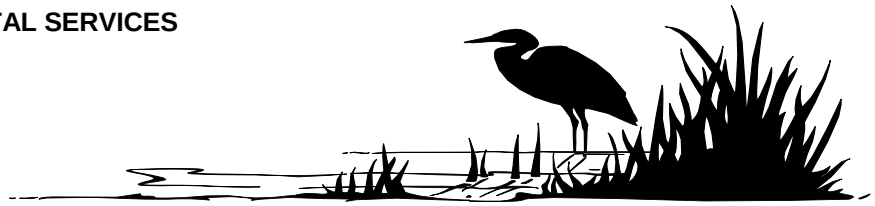
File No.: 24-05289

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Nalee Vue
49593 358th Place
Palisade, MN 56469

LEGAL DESCRIPTION

Lot 5, Block: 1, Sunset Knoll, Aitkin County, MN

AITKIN COUNTY ENVIRONMENTAL SERVICES
307 2nd St NW, Room 219
Aitkin, MN 56431
TELEPHONE: (218) 927-7342
FAX: (218) 927-4372



Water Analysis Report
Aitkin County Environmental Services Water Lab
Wednesday, May 15, 2024

Report To:
Evie Harrington
5535 Lake Sarah Heights Dr
Independence, MN 55357

Sample #: 2024040

Date Collected: 05/14/24
Time Collected: 1:04 PM

Collected by: Brock Anderson
Source: Outdoor Tap
Temp Received: <46°F

Sample Location:
Evelyn Wagner
49593 358th Pl
Palisade, MN 56469

Test Performed	**Your Results**	Units	Acceptable Level	Analytical Method	Analyst	Analysis Date/ Time
Nitrate Nitrogen	**< 1.00**	mg/L	< 10	E004	BA	5/14/24 3:45 PM
Coliform	**Absent**	_		SCC1	BA	5/14/24 4:00 PM & 5/15/24 4:00 PM
E. Coli	**Absent**	_		E009	BA	5/14/24 4:00 PM & 5/15/24 4:00 PM

Results approved by Andrew Carlstrom, Environmental Services Director

Samples received at temperatures above 46°F that were received more than 20 minutes after the sample was collected will have the nitrate-nitrogen results estimated. Bacteria and nitrate-nitrogen tested per SM 9223B 20th Ed. and SM 4500-NO3 D 20th Ed. This lab utilizes NELAC Standard 2003 practices. This report must not be reproduced except in full without written approval from this laboratory. These water test results are public information.

End of Water Analysis Report

TIMBER LAKES
SEPTIC SERVICES INC.

Septic System Compliance Inspection – Existing System

Date: 7/12/23
Property Owner: Wagner, Evelyn
Ordered By: Evie Harr – 763-489-8110
Address: 49593 358th Place Palisade, MN 56469
Property ID#: 35-1-089800
Inspector: Raini Kohl

A compliance inspection was performed at the above location. Soil evaluation was conducted to determine the level of seasonal saturated soil. The Soil Treatment Area (Drain field) was also inspected to ensure there was no ponding or leaking. The septic tank was pumped and inspected. This onsite system was found to be **Compliant.**

- **Impact On Public Health:**
  System is Compliant
- **Tank Integrity:**
  Tank(s) are compliant
- **Other Compliance Conditions:**
  None
- **Soil Separation**
  Soils are compliant
- **Operating Permit and Nitrogen BMP**
  NA

I have included a copy of the compliance documents for your record. I have also sent a copy to Aitkin County for their records. If you have any questions, please do not hesitate to give us a call.

Thanks!

Tim Woodrow
Owner

218-927-6175

DISCLAIMER:

The septic system inspection conducted for this property meets MPCA requirements for existing systems.

We recommend this system to be serviced and evaluated at least every 36 months by a septic professional.

Any additions to the home or increased use of the home may require an increase in system capacity.

1. Compliance Requirements evaluated as part of this inspection include the verification that the system tanks do not leak below the designed operating depth, the required separation between the bottom of the subsurface distribution medium and the seasonally saturated soils if applicable, no discharge of septage/effluent to the ground surface or surface water and no imminent safety hazards exist. Timber Lakes Septic Inc does not inspect interior pumps, plumbing, or associated components.
2. Certification of this system does not warranty future use beyond the date of inspection. Any system, new or old, can be hydraulically overloaded and discharge to ground surface as a result of increase use(more people in house, faulty plumbing fixtures, change in habits, groundwater infiltration etc), improper maintenance, tree roots, freezing conditions, surface drainage problems, etc. The system can also stop working simply due to its age. The life expectancy of a system is variable and dependent upon the items previously listed. Proper maintenance and water conservation will help contribute to a longer system life.
3. A compliance inspection is not meant to be a test or inspection of longevity of the system. A compliance inspection is for the purpose of verifying if the system is protective of public health and safety as well as protecting the ground water at the date and time the inspection was performed. This inspection is not intended to determine if the system was originally designed or installed to past or present MPCA/Local Government Unit Code requirements. This inspection is not intended to determine if the system was designed and/or installed to support the anticipated flow from buildings as the use of the buildings may have changed since the original design was completed. These changes may include additional bedrooms, occupants, increased use, etc. In addition, this inspection is not intended to determine the quality of the original system design, quality of the construction practices during installation, or quality of materials used.
4. Timber Lakes Septic Inc. has not been retained to warranty, guarantee, or certify the proper functioning of the ISTS system for any period of time beyond the date of inspection or into the future. There are numerous factors which may affect the proper operation of a ISTS System and the inability of Timber Lakes Septic to supervise or monitor the use or maintenance of the ISTS System, the Compliance Report shall not be construed as a warranty or guarantee of future system performance.
5. By accepting this report, the client understands that Timber Lakes Septic will not be responsible for any monetary damages exceeding the fee for services provided.
6. This Report is prepared for the person or rep of the person providing payment for the fees charged.

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Compliance inspection report form

Existing Subsurface Sewage Treatment System (SSTS)

Doc Type: Compliance and Enforcement

Instructions: Inspector must submit completed form to Local Governmental Unit (LGU) and system owner within 15 days of final determination of compliance or noncompliance. Instructions for filling out this form are located on the Minnesota Pollution Control Agency (MPCA) website at https://www.pca.state.mn.us/sites/default/files/wq-wwists4-31a.pdf.

Property information

Local tracking number:

Parcel ID# or Sec/Twp/Range: 35-1-089800 Reason for Inspection Transfer

Local regulatory authority info: Aitkin County

Property address: 49593 358th Place Palisade, MN 56469

Owner/representative: Evelyn Wagner Owner's phone: 763-489-8110

Brief system description: 1000/500 Septic and Lift combo to a 10x 50 Mound.

System status

System status on date (mm/dd/yyyy): 7/12/2023

☒ **Compliant – Certificate of compliance***

*(**Valid for 3 years from report date** unless evidence of an imminent threat to public health or safety requiring removal and abatement under section 145A.04, subdivision 8 is discovered or a shorter time frame exists in Local Ordinance.)*

***Note: Compliance indicates conformance with Minn. R. 7080.1500 as of system status date above and does not guarantee future performance.**

☐ **Noncompliant – Notice of noncompliance**

Systems failing to protect ground water must be upgraded, replaced, or use discontinued within the time required by local ordinance.

An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance or under section 145A.04 subdivision 8.

Reason(s) for noncompliance (check all applicable)

- ☐ Impact on public health (Compliance component #1) – *Imminent threat to public health and safety*
- ☐ Tank integrity (Compliance component #2) – *Failing to protect groundwater*
- ☐ Other Compliance Conditions (Compliance component #3) – *Imminent threat to public health and safety*
- ☐ Other Compliance Conditions (Compliance component #3) – *Failing to protect groundwater*
- ☐ System not abandoned according to Minn. R. 7080.2500 (Compliance component #3) – *Failing to protect groundwater*
- ☐ Soil separation (Compliance component #5) – *Failing to protect groundwater*
- ☐ Operating permit/monitoring plan requirements (Compliance component #4) – *Noncompliant - local ordinance applies*

Comments or recommendations

Certification

I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

***By typing my name below**, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.*

Business name: Timber Lakes Septic Service Certification number: C2703

Inspector signature: Raini Kohl License number: L455

(This document has been electronically signed) Phone: 218-927-6175

Necessary or locally required supporting documentation (must be attached)

☒ Soil observation logs ☐ System/As-Built ☐ Locally required forms ☒ Tank Integrity Assessment ☐ Operating Permit

☐ Other information (list):

Property Address: 49593 358th Place Palisade, MN 56469

Business Name: Timber Lakes Septic Service Date: 7/12/2023

1. Impact on public health – Compliance component #1 of 5

Compliance criteria:	
System discharges sewage to the ground surface	☐ Yes* ☒ No
System discharges sewage to drain tile or surface waters.	☐ Yes* ☒ No
System causes sewage backup into dwelling or establishment.	☐ Yes* ☒ No

Any "yes" answer above indicates the system is an imminent threat to public health and safety.

Describe verification methods and results:

Attached supporting documentation:

☐ Other:

☐ Not applicable

2. Tank integrity – Compliance component #2 of 5

Compliance criteria:	
System consists of a seepage pit, cesspool, drywell, leaching pit, or other pit?	☐ Yes* ☒ No
Sewage tank(s) leak below their designed operating depth?	☐ Yes* ☒ No
If yes, which sewage tank(s) leaks:	

Any "yes" answer above indicates the system is failing to protect groundwater.

Describe verification methods and results:

Attached supporting documentation:

☐ Empty tank(s) viewed by inspector

Name of maintenance business:

License number of maintenance business:

Date of maintenance:

☒ Existing tank integrity assessment (Attach)

Date of maintenance (mm/dd/yyyy): 6/22/2023 (must be within three years)

(See form instructions to ensure assessment complies with Minn. R. 7082.0700 subp. 4 B (1))

☐ Tank is Noncompliant (pumping not necessary – explain below)

☐ Other:

3. Other compliance conditions – Compliance component #3 of 5

3a. Maintenance hole covers appear to be structurally unsound (damaged, cracked, etc.), or unsecured?
☐ Yes* ☒ No ☐ Unknown

3b. Other issues *(electrical hazards, etc.)* to immediately and adversely impact public health or safety? ☐ Yes* ☒ No ☐ Unknown

**Yes to 3a or 3b - System is an imminent threat to public health and safety.*

3c. System is non-protective of ground water for other conditions as determined by inspector? ☐ Yes* ☒ No

3d. System not abandoned in accordance with Minn. R. 7080.2500? ☐ Yes* ☒ No

**Yes to 3c or 3d - System is failing to protect groundwater.*

Describe verification methods and results:

Attached supporting documentation: ☐ Not applicable ☐ _____

4. Operating permit and nitrogen BMP* – Compliance component #4 of 5 ☒ Not applicable

Is the system operated under an Operating Permit? ☐ Yes ☐ No **If "yes", A below is required**

Is the system required to employ a Nitrogen BMP specified in the system design? ☐ Yes ☐ No **If "yes", B below is required**

BMP = Best Management Practice(s) specified in the system design

If the answer to both questions is "no", this section does not need to be completed.

Compliance criteria:

a. Have the operating permit requirements been met? ☐ Yes ☐ No

b. Is the required nitrogen BMP in place and properly functioning? ☐ Yes ☐ No

Any "no" answer indicates noncompliance.

Describe verification methods and results:

Attached supporting documentation: ☐ Operating permit (Attach) ☐

Property Address: 49593 358th Place Palisade, MN 56469

Business Name: Timber Lakes Septic Service Date: 7/12/2023

5. Soil separation – Compliance component #5 of 5

Date of installation 5/28/1998 (mm/dd/yyyy) ☐ Unknown

Shoreland/Wellhead protection/Food beverage lodging? ☒ Yes ☐ No

Attached supporting documentation:

☒ Soil observation logs completed for the report

☐ Two previous verifications of required vertical separation

☐ Not applicable (No soil treatment area)

☐ _____

Compliance criteria (select one):

5a. *For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment:* Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No*
5b. *Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment:* Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*	☒ Yes ☐ No*
5c. *"Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules 7080. 2350 or 7080.2400 (Intermediate Inspector License required ≤ 2,500 gallons per day; Advanced Inspector License required > 2,500 gallons per day)* Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No*

Indicate depths or elevations

A. Bottom of distribution media	100
B. Periodically saturated soil/bedrock	97.0'
C. System separation	36"
D. Required compliance separation*	31"

*May be reduced up to 15 percent if allowed by Local Ordinance.

**Any "no" answer above indicates the system is failing to protect groundwater.*

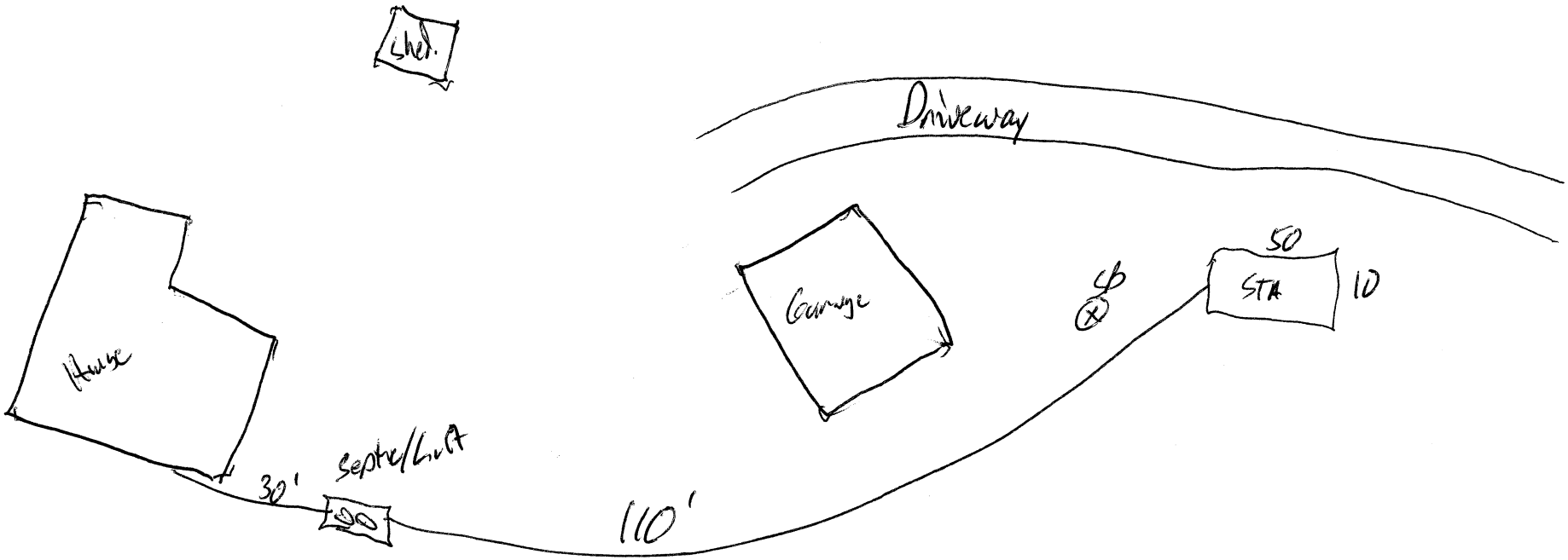
Describe verification methods and results:

Upgrade requirements: *(Minn. Stat. § 115.55) An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.*

SKETCH SHEET AND SOIL BORING LOG

INSPECTOR: Raini Kohl	**Equipment:** Bucket Auger
DATE:7/12/23	**Elevation of Limiting Layer: 97.0'**
PID#: 35-1-089800	**Vegetation:** Mowed Grass
SITE ADDRESS: 49593 358th Pl Palisade, MN 56469	**Weather:** Sunny & Clear
Benchmark (EL = 100'): Bottom of Rock in STA	

North



SOIL BORING #1 El:98.0		
DEPTH	TEXTURE	COLOR
0-3	TopSoil	10YR3/1
3-12"	Clay Loam	10YR5/3
12-14"	Clay Loam	10YR5/1
	Redox @ 12" El: 97.0	10YR5/6

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Sewage tank integrity assessment form

Subsurface Sewage Treatment Systems (SSTS) Program

Doc Type: Compliance and Enforcement

Purpose: This form *may* be used to certify the compliance status of the sewage tank components of the SSTS. **This form is not a complete SSTS inspection report, only a tank integrity assessment, and may only certify sewage tank compliance status when entirely completed and signed by a qualified professional.** SSTS compliance inspection report forms can be found at: https://www.pca.state.mn.us/water/inspections.

Instructions: This form may be completed, and signed, by a Designated Certified Individual (DCI) of a licensed SSTS inspection, maintenance, installation, or service provider business who personally conducts the necessary procedures to assess the compliance status of each sewage tank in the system. Only a licensed maintenance business is authorized to pump the tank for assessment. A copy of this information should be submitted to the system owner and be maintained by the licensed SSTS business for a period of five (5) years from the assessment date.

When this form is signed by a qualified certified professional, it becomes *necessary supporting documentation* to an Existing System Compliance Inspection Report: Compliance inspection form - Existing system (wq-wwists4-31b). This form can be found on the MPCA website at https://www.pca.state.mn.us/water/inspections.

The information and certified statement on this form is **required** when existing septic tank compliance status is determined by an individual other than the SSTS Inspector that submits an inspection report. This form represents a third party assessment of SSTS component compliance and is allowable under Minn. R. 7082.0700, subp. 4(B)(1). This form is valid for a period of three years beyond the signature date on this form unless a new evaluation is requested by the owner or owner's agent or is required according to local regulations. Additional Administrative Rule references for this activity can be found at Minn. R. 7082.0700, subp. 4(B),(C), and (D) and; Minn. R. 7083.0730(C).

Owner information

Owner/Representative: Wagner, Evelyn

Property address: 49593 358th Place, Palisade, MN 56469

Local Regulatory Authority: Aitkin County Parcel ID: 35-1-089800

System status

System status on date (mm/dd/yyyy): 6/22/2023

☒ **Certificate of sewage tank compliance** ☐ **Notice of sewage tank non-compliance**

Compliance criteria:

The SSTS has a seepage pit, cesspool, drywell, leaching pit, or other pit - "**Failure to Protect Groundwater.**"	☐ Yes* ☒ No
The SSTS has a sewage tank that leaks below the designed operating depth - "**Failure to Protect Groundwater.**"	☐ Yes* ☒ No
The SSTS presents a threat to public safety by reason of structurally unsound (damaged, cracked, or weak) maintenance hole cover(s) or lids or any other unsafe condition - "**Imminent Threat to Public Health or Safety.**"	☐ Yes* ☒ No

Any "yes" answer above indicates sewage tank non-compliance.

Company information

Company name: Timber Lakes Septic Service Inc

Business license number: L455

Designated Certified Individual (DCI) information

Print name: Dan Swanson

Certification number: C6023

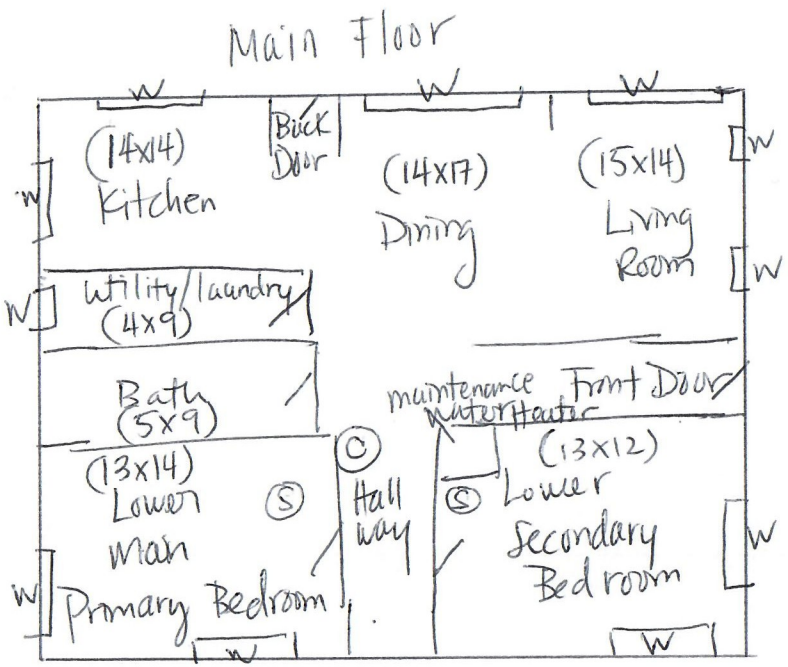
I personally conducted the work described above as a Designated Certified Individual of a Minnesota-licensed SSTS inspection, maintenance, installation, or service provider Business. I personally conducted the necessary procedures to assess the compliance status of each sewage tank in this SSTS.

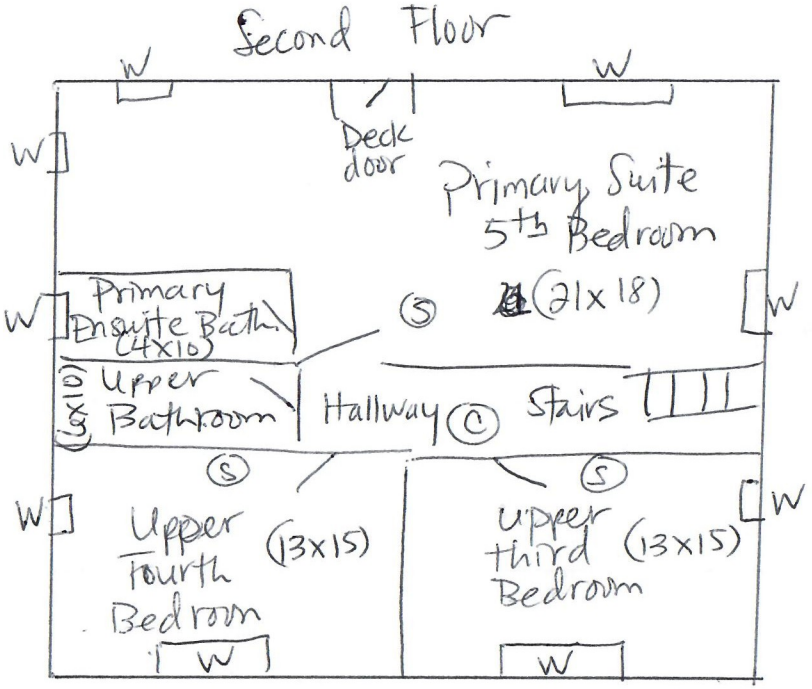
***By typing/signing my name below**, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.*

Designated Certified Individual's signature: Dan Swanson Date (mm/dd/yyyy): 6/22/2023

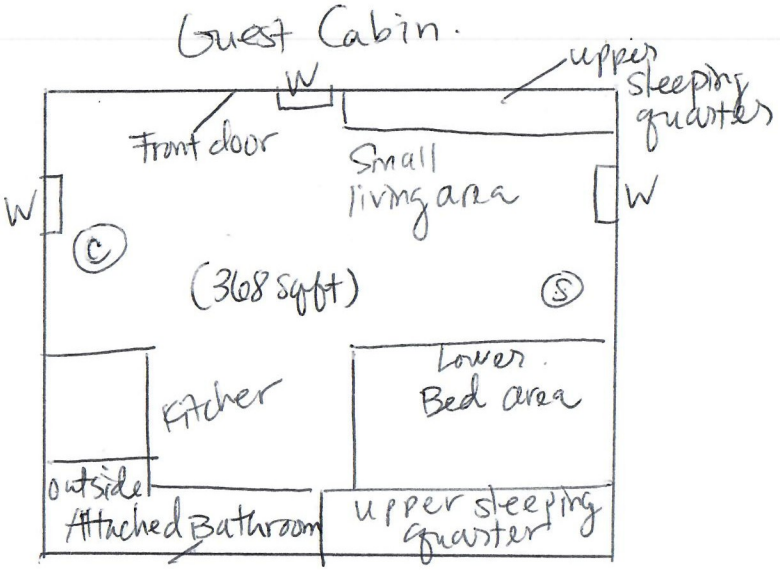
(This document has been electronically signed.)

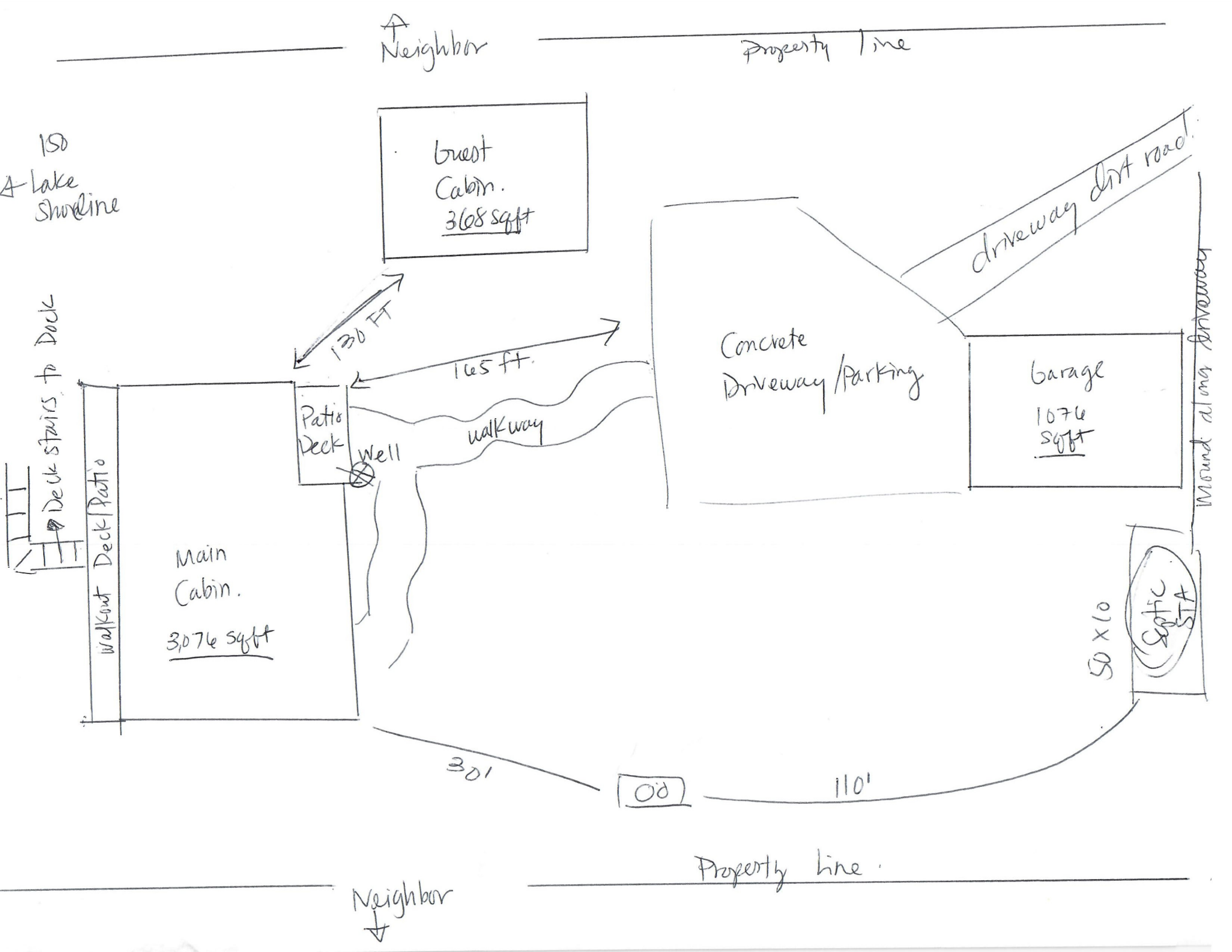
49593 358th PL, Palisade, MN 56469





W = Windows/Egress
S = Smoke Detectors
C = Carbon Detector
/ = Doors




Neighbor
Property Line
150
Lake Shoreline
Guest Cabin.
368 sqft
driveway dirt road
Mound along driveway
130 ft
165 ft.
Concrete Driveway/Parking
Garage
1076 sqft
Deck stairs to Dock
Walkout Deck/Patio
Patio Deck
Well
walkway
Main Cabin.
3,076 sqft
Septic
50 x 10
301
OD
110'
Property Line
Neighbor

Vacation/Short-Term Rental App. # 2025-000295, UID # 213917
App. Status: Pending Review

Aitkin County Planning & Zoning / Environmental Services
307 Second St. NW Room 219, Aitkin, MN 56431
Email: aitkinpz@aitkincountymn.gov
Phone: 218-927-7342
Fax: 218-927-4372

Applicant

Applicant Contact Information:	Name: Beth Lundgren Phone: (612) 636 - 5005 Email Address: emswoodwork@gmail.com Mailing Address: 29058 442nd Place Aitkin MN 56431
Are you the property owner?	Yes

60 Minute Contact Person

Enter Designated Contact Person:	Name: Beth Lundgren Phone: (612) 636 - 5005 Email Address: emswoodwork@gmail.com Mailing Address: 29058 442nd Place Aitkin MN 56431

Property Location

Property Information:

Property Location					Legal Description			Property Attributes	
Parcel Number	**Property Address**	**Township or City Name**	**Owner Name(s)**	**Taxpayer Name(s)**	**Legal Description**	**Plat Name**	**Section-Township-Range**	**Lake Class**	**Lake Name**
07-1-134400	29719 442nd Ave AITKIN, MN 56431	FARM ISLAND TWP	ZAPPA, FRANKLIN A	LUNDGREN, BETH A	LOT 10 BLK 3	JOHNSONS POINT	S:29 T:46 R:27	RD	FARM ISLAND LAKE

Directions (if no address):	Highway 169 S from Aitkin to County Road 28. Go West 2.3 miles to 442nd Avenue. Take left onto 442nd Avenue. Go .2 miles. Property located on right.

Brief Narrative

Brief Narrative:	4 bedroom, 3 bath with 3 fireplaces home on Farm Island Lake, 150' lake shore, large lake view patio, fire pit, dock, boat lift. Villa Lago
List all current advertising sources: (Be specific and include website links, rental ID #, etc.)	Airbnb
Proposed number of overnight guests:	10
How many rental units will be located on this parcel?	1
Will you be renting for periods less than one week?	Yes
Quiet hours will begin at:	10 : 00 PM
Quiet hours will end at:	09 : 00 AM

Floor Plan

1. How many rooms will be used for sleeping?	4
2. How many carbon monoxide alarms are located in the rental?	2
3. How many smoke detector alarms are located in the rental?	2
4. A fire extinguisher must be placed in an easily accessible location within each rental unit. Where is a fire extinguisher located?	Kitchen - upper level Laundry Room - lower
5. Attach a floor plan of the rental unit(s):	File 1: scan_blundgren_2025-05-14-16-05-28.pdf File 2: scan_blundgren_2025-05-14-16-08-47.pdf

Sleeping Area #1

Name of Room:	Master Bedroom
Room Size (Excluding closet or attached bathroom):	154 ft^2
Number of Guests:	2
Select egress window style. (see attached diagram for egress window classifications and requirements):	Casement
Was this window installed before July 10, 2007?	Yes
What is the distance from the floor to the bottom of this window (finished sill):	42 inches
What is the OPENABLE height of this window:	36 inches
What is the OPENABLE width of this window:	21.5 inches

Sleeping Area #2

Name of Room:	Bedroom 2
Number of Guests:	2
Room Size (Excluding closet or attached bathroom):	121 ft^2
Select window style. (see attached diagram for window style options):	Casement
Was this window installed before July 10, 2007?	Yes
What is the distance from the floor to the bottom of this window (finished sill)?	40 inches
What is the OPENABLE height of this window?	36 inches
What is the OPENABLE width of this window?	21.5 inches

Sleeping Area #3

Name of Room:	Bedroom 3 Lower Level
Number of Guests:	2
Room Size (Excluding closet or attached bathroom):	105 ft^2
Select window style. (see attached diagram for window style options):	Casement
Was this window installed before July 10, 2007?	Yes
What is the distance form the floor to the bottom of this window (finished sill)?	42 inches
What is the OPENABLE height of this window?	36 inches
What is the OPENABLE width of this window?	21.5 inches

Sleeping Area #4

Name of Room:	Bedroom 4
Number of Guests:	4
Room Size (Excluding closet or attached bathroom):	198 ft^2
Was the largest window in this room installed before July 10, 2007?	Yes
Select window style. (see attached diagram for window style options):	Casement
What is the OPENABLE height of this window?	74 inches
What is the OPENABLE width of this window?	36 inches
What is the distance from the floor to the bottom of this window (finished sill)?	0 inches

Emergency Contact Info

Septic Tank Pumper:	(218) 927 - 6175
Hospital:	(218) 927 - 2121
Police:	(218) 927 - 7435
Fire:	(218) 927 - 2527
Where in the rental will the emergency contact information be posted?	Posted in Kitchen on refrigerator and in binder

Guest Information

Select all that will be included in your guest handbook:	Quiet hours Maximum # of overnight guests Maximum # of non-overnight guests Name & contact information for owner and/or caretaker Property rules related to outdoor features List of conditions placed on the approved IUP A current handbook on recreational vehicle regulations Notice that all ordinances and IUP conditions will be enforced by the Aitkin County Sheriff's Office and Aitkin County Environmental Services (On lakes only) Information and map with DNR public access location
Where in the rental will your handbook will be located?	On kitchen island

Pet Policy

Pet Policy:	This property is Pet Friendly for DOGS ONLY with pre-approval from the property owner, Beth Lundgren (#612-636-5005) or Jared Lundgren (#612-636-2151) There will be an additional pet fee of $15 per night per dog added to the rental amount. General Pet Policy Rules are as follows: DOGS ONLY - No other types of animals allowed. A maximum of two dogs are allowed. Dogs must be house broken. Pet owner is responsible for properly cleaning up and disposing of all pet droppings. This includes bagging and disposing of droppings in the outdoor garage receptacle. DO NOT DISPOSE OF DROPPINGS INSIDE OUR HOME, PLEASE. Pets are required to be up to date on all vaccinations, including rabies and a heartworm preventative. Pets are required to be treated with a topical flea and tick repellant three days prior to arrival. Please make sure your pet is flea and tick free upon arrival to our property. PLEASE KEEP PETS OFF ALL FURNITURE including couches, beds, and boat seats. An extra cleaning fee will be added for furniture, blankets, duvets, etc? that have pet hair left on them. This could include steam cleaning furniture, resulting in further charges. If damage is caused to the property or grounds resulting from a dog chewing, scratching, digging, and unreported toileting accidents, the damage deposit will not be returned until the pet owner has resolved the issue per the property owner?s approval. Please do not allow your pet to bark, whine, or roam onto the neighboring properties. Dogs shall be restrained or collared when outdoors. Complaints from neighbors could result in immediate eviction from the property without refund. If you need to leave your dog unattended for any length of time, please use a crate. We have provided one for your convenience. Please do your best to clean and dry your pet after a walk or swimming. This will help to ensure you leave the property in good condition without being charged extra cleaning fees.

Garbage Disposal Plan

How often will the garbage be collected?	At the end of stay or as requested
Enter the name of the garbage service or describe your disposal plan:	Garbage Collection: Garbage will be collected at the end of your stay. Full bags can be placed in the large refuse container provided in the garage. Be sure the cover is tightly closed. If there is an excess amount of garbage, please contact owners/caretakers to make arrangements for an early garbage pick up at no charge.

Water & Septic Requirements

Attach Water Test:	File 1: 065181_1.PDF
Attach septic compliance:	Septic_Compliance_2023_-_29719_442nd_Ave.pdf
The septic system or well shall include a flow measuring device. Flow measurement readings and monitoring of the septic shall be recorded monthly and made available to Aitkin County. Has a flow meter or event counter been installed on the well or septic system?	Yes
Is the septic system holding tanks (no drainfield)? If yes, the application for an Operating Permit will begin after you click Finish.	No

Property Deed

Attach the property deed:	File 1: scan_blundgren_2025-05-14-16-12-22.pdf

Scaled Site Plan

Attach your scaled site plan:	File 1: scan_blundgren_2025-05-14-16-18-05.pdf

Terms

Interior & Exterior Inspection

After your submitted application is accepted by Environmental Services, a staff member will contact you to schedule an interior inspection to verify the information provided in your application. It is the responsibility of the applicant to have the following in place prior to the inspection:

1. Smoke alarms and carbon monoxide alarms installed per MN State Fire Code
2. Fire extinguishers are in their designated places and meeting MN State Fire Code
3. Flow-measuring device installed on the septic system or well
4. Visual demarcations of the property lines

General Terms

The landowner or authorized agent hereby certifies that to the best of their knowledge the application and supporting documents are a factual representation of the proposed project. The landowner or authorized agent agrees that, in making application, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicant's responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.
Submittal of the above materials does not always constitute a complete application. Other information may be necessary to complete the application based on the type of request and onsite inspection.
I acknowledge that by submitting this application, the application and its attachments are public information.

Invoice #62957 (05/14/2025) Expected Payment Method: Pay Online - Card or ECheck

Charge	Cost	Quantity	Total
Recording Fee added 05/13/2025 10:25 PM This fee is non-refundable if denied.	$46.00	x 1	$46.00
Vacation/Private Home Rental added 05/13/2025 10:25 PM This fee is non-refundable if denied.	$650.00	x 1	$650.00
Grand Total			
		Total	**$696.00**
		Payment 05/14/2025	**$696.00**
		Due	**$0.00**

Conditions of Permit

None

Approvals

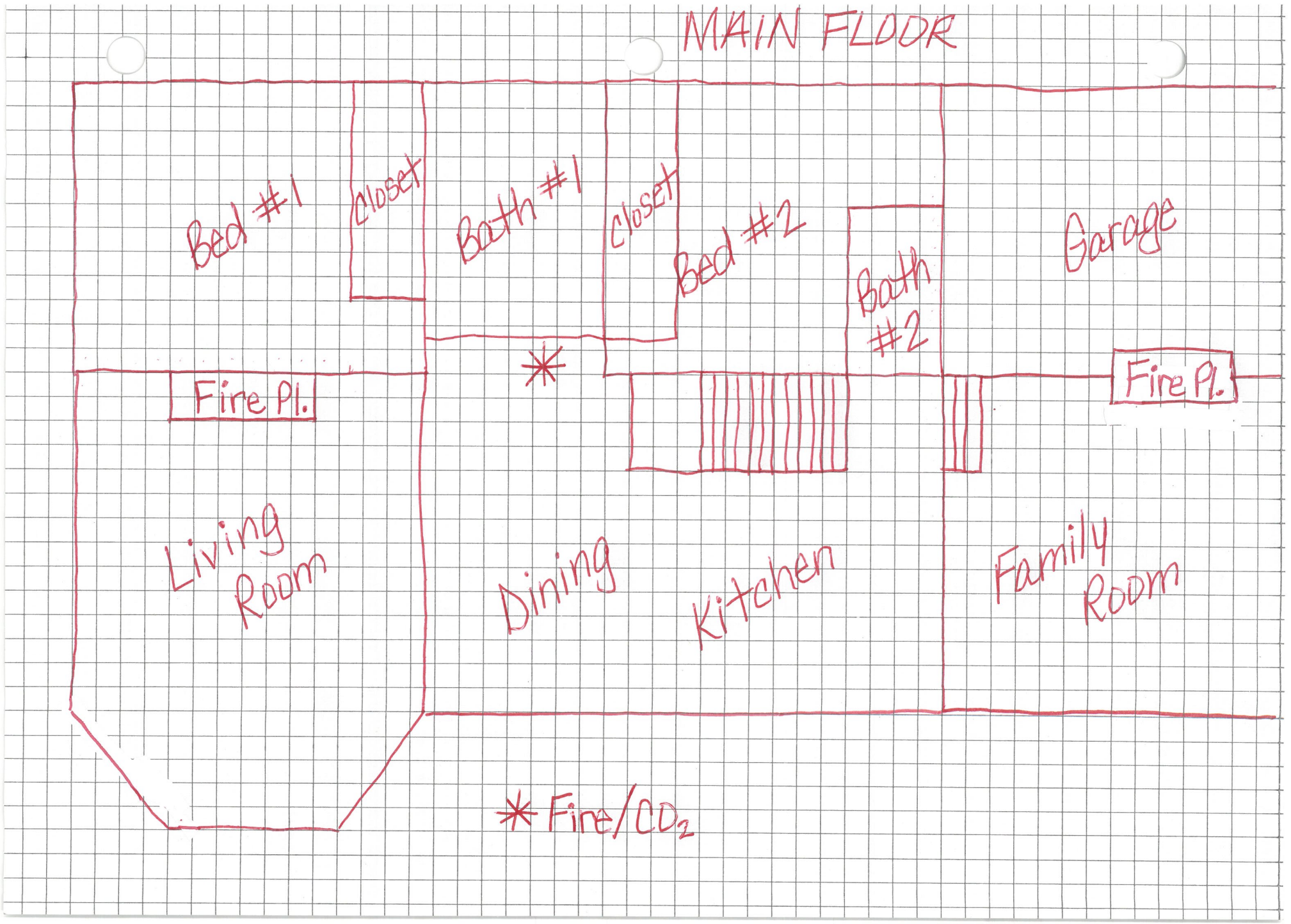
Approval	Signature
Applicant	Beth Lundgren - 05/14/2025 4:34 PM 71622b80bee3c66e5ab19f2ad0c6a895 c445f6b443c5eeeb77f1a79815ac1586
#1 Administrative Staff	Shannon Wiebusch - 05/21/2025 10:56 AM 4ee275378b7ae33a4a20f2d8c6cfb10b 60e12ee7999869451be013f448664443
#2 Planning Commission	

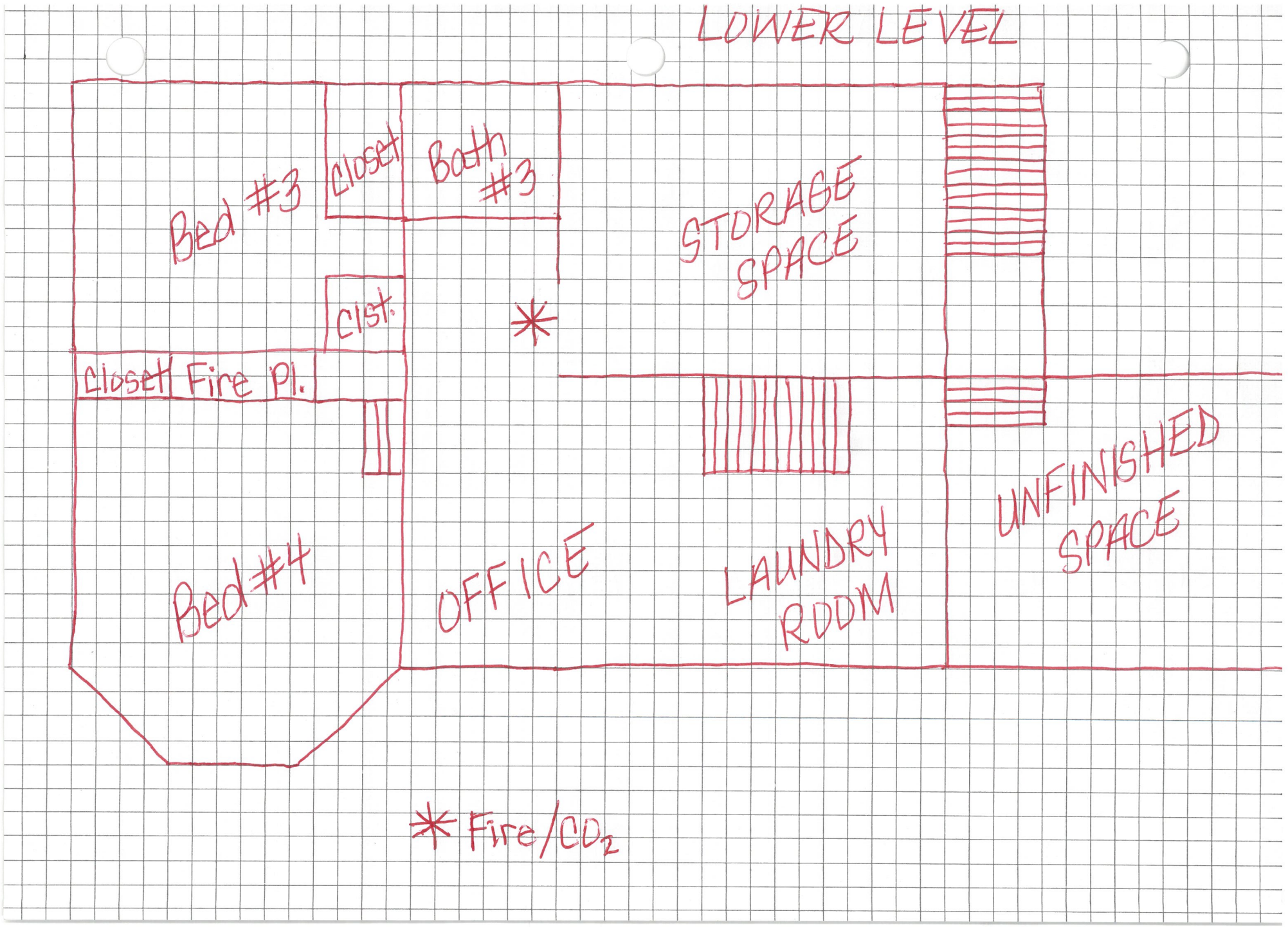
Public Notes

Text:	To be heard at June 16 Planning Commission meeting. Septic is size at 700 sqft. for 3 bedrooms and would allow 6 overnight guests. sw 5/23

File(s):	

Print View


MAIN FLOOR
Bed #1
closet
Bath #1
closet
Bed #2
Bath #2
Garage
Fire Pl.
*
Fire Pl.
Living Room
Dining
Kitchen
Family Room
* Fire/CO2


LOWER LEVEL
Bed #3
Closet
Bath #3
Clst.
Closet
Fire Pl.
Bed #4
OFFICE
STORAGE SPACE
LAUNDRY ROOM
UNFINISHED SPACE
* Fire/CO_2

AW research laboratories
awlab.com
218-829-7974
314 Charles Street
Brainerd, MN 56401

Analysis Report

May 09, 2025

REPORT TO:

Remax Northland
Jared Lundgren
20 - 2nd Street NE
Aitkin MN 56431

INVOICE TO:

Remax Northland
Jared Lundgren
20 - 2nd Street NE
Aitkin MN 56431

Date Rcvd-Brnd: 5/6/2025
Time Rcvd-Brnd: 13:17

Sampled By: Jared Lundgren
Sample Type: DW
Recv Temp°C: 3.0 on ice
TYPE: Well Water

LOCATION:

Lundgren, Beth
29719 442nd Ave
Aitkin MN 56431

SITE / TEST PERFORMED	Sample Date/Time	Your Result	Units	Acceptable Level	Analytical Method	Analysis Date/Time	Analyst	Code #
Kitchen Tap	5/6/2025 @ 10:00							
Coliform, Total		ABSENT	/100mL	ABSENT	SM 9223 B (COLISURE)-2016	5/6/25 15:03	BS	109161
Eschericha coli (E. coli)		ABSENT	/100mL	ABSENT	SM 9223 B (COLISURE)-2016	5/6/25 15:03	BS	109161
Nitrate, as N		< 0.500	mg/L	< 10	EPA 353.2 REV 2.0	5/6/25 16:36	ZP	109161

Sample 109161: Your results meet State of Minnesota and EPA drinking water standards for the analytes tested. If you would like additional information, please use the Results Interpretation Tool on our website at awlab.com.

Approved By: Sara Ahlers Date Approved: 5/9/2025

Sara Ahlers, Laboratory Director

A.W. Research Laboratories, Inc. is accredited by the MNELAP and follows approved methods and procedures. MN State Laboratory ID: 027-035-135 and EPA Lab Code: MN00098. All data generated using non-accredited methods noted as -NC, and all analytes for which accreditation is unavailable -NA. The results above relate only to the samples tested. This report must not be reproduced, except in full, without the written approval of the laboratory. We appreciate your feedback, please email us at awlab@awlab.com with questions or comments. Thank you!

~End of Analysis Report~

TIMBER LAKES
SEPTIC SERVICES INC.

Septic System Compliance Inspection – Existing System

Date: 5/9/2023
Property Owner: Zappa, Frank
Ordered By: Jared Lundgren - rep
Address: 29719 442nd Ave Aitkin, MN 56431
Property ID#: 07-1-134400
Inspector: Tim Woodrow

A compliance inspection was performed at the above location. Previous evaluations were used to determine the level of seasonal saturated soil. The Soil Treatment Area (Drain field) was also inspected to ensure there was no ponding or leaking. The septic tank was pumped and inspected. This onsite system was found to be **Compliant.**

- **Impact On Public Health:**
  System is Compliant
- **Tank Integrity:**
  Tank(s) are compliant
- **Other Compliance Conditions:**
  None
- **Soil Separation**
  Soils are compliant
- **Operating Permit and Nitrogen BMP**
  NA

I have included a copy of the compliance documents for your record. I have also sent a copy to Aitkin County for their records. If you have any questions, please do not hesitate to give us a call.

Thanks!

Tim Woodrow
Owner
218-927-6175

DISCLAIMER:

The septic system inspection conducted for this property meets MPCA requirements for existing systems.

We recommend this system to be serviced and evaluated at least every 36 months by a septic professional.

Any additions to the home or increased use of the home may require an increase in system capacity.

1. Compliance Requirements evaluated as part of this inspection include the verification that the system tanks do not leak below the designed operating depth, the required separation between the bottom of the subsurface distribution medium and the seasonally saturated soils if applicable, no discharge of septage/effluent to the ground surface or surface water and no imminent safety hazards exist. Timber Lakes Septic Inc does not inspect interior pumps, plumbing, or associated components.
2. Certification of this system does not warranty future use beyond the date of inspection. Any system, new or old, can be hydraulically overloaded and discharge to ground surface as a result of increase use(more people in house, faulty plumbing fixtures, change in habits, groundwater infiltration etc), improper maintenance, tree roots, freezing conditions, surface drainage problems, etc. The system can also stop working simply due to its age. The life expectancy of a system is variable and dependent upon the items previously listed. Proper maintenance and water conservation will help contribute to a longer system life.
3. A compliance inspection is not meant to be a test or inspection of longevity of the system. A compliance inspection is for the purpose of verifying if the system is protective of public health and safety as well as protecting the ground water at the date and time the inspection was performed. This inspection is not intended to determine if the system was originally designed or installed to past or present MPCA/Local Government Unit Code requirements. This inspection is not intended to determine if the system was designed and/or installed to support the anticipated flow from buildings as the use of the buildings may have changed since the original design was completed. These changes may include additional bedrooms, occupants, increased use, etc. In addition, this inspection is not intended to determine the quality of the original system design, quality of the construction practices during installation, or quality of materials used.
4. Timber Lakes Septic Inc. has not been retained to warranty, guarantee, or certify the proper functioning of the ISTS system for any period of time beyond the date of inspection or into the future. There are numerous factors which may affect the proper operation of a ISTS System and the inability of Timber Lakes Septic to supervise or monitor the use or maintenance of the ISTS System, the Compliance Report shall not be construed as a warranty or guarantee of future system performance.
5. By accepting this report, the client understands that Timber Lakes Septic will not be responsible for any monetary damages exceeding the fee for services provided.
6. This Report is prepared for the person or rep of the person providing payment for the fees charged.

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Compliance inspection report form

Existing Subsurface Sewage Treatment System (SSTS)

Doc Type: Compliance and Enforcement

Instructions: Inspector must submit completed form to Local Governmental Unit (LGU) and system owner within 15 days of final determination of compliance or noncompliance. Instructions for filling out this form are located on the Minnesota Pollution Control Agency (MPCA) website at https://www.pca.state.mn.us/sites/default/files/wq-wwists4-31a.pdf.

Property information

Local tracking number:

Parcel ID# or Sec/Twp/Range: 07-1-134400 Reason for Inspection Transfer

Local regulatory authority info: Aitkin County

Property address: 29719 442nd Ave Aitkin, MN 56431

Owner/representative: Frank Zappa / Jared Lundgren - Rep Owner's phone: 612-626-2151

Brief system description: 1250 gallon Septic / 1250 gallon Lift to a 14x50 Pressure bed

System status

System status on date (mm/dd/yyyy): 5/9/2023

☒ **Compliant – Certificate of compliance***

*(**Valid for 3 years from report date** unless evidence of an imminent threat to public health or safety requiring removal and abatement under section 145A.04, subdivision 8 is discovered or a shorter time frame exists in Local Ordinance.)*

Note: Compliance indicates conformance with Minn. R. 7080.1500 as of system status date above and does not guarantee future performance.

☐ **Noncompliant – Notice of noncompliance**

Systems failing to protect ground water must be upgraded, replaced, or use discontinued within the time required by local ordinance.

An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance or under section 145A.04 subdivision 8.

Reason(s) for noncompliance (check all applicable)

- ☐ Impact on public health (Compliance component #1) – *Imminent threat to public health and safety*
- ☐ Tank integrity (Compliance component #2) – *Failing to protect groundwater*
- ☐ Other Compliance Conditions (Compliance component #3) – *Imminent threat to public health and safety*
- ☐ Other Compliance Conditions (Compliance component #3) – *Failing to protect groundwater*
- ☐ System not abandoned according to Minn. R. 7080.2500 (Compliance component #3) – *Failing to protect groundwater*
- ☐ Soil separation (Compliance component #5) – *Failing to protect groundwater*
- ☐ Operating permit/monitoring plan requirements (Compliance component #4) – *Noncompliant - local ordinance applies*

Comments or recommendations

Certification

I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

***By typing my name below**, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.*

Business name: Timber Lakes Septic Service Certification number: C7644

Inspector signature: Tim Woodrow License number: L455

(This document has been electronically signed) Phone: 218-927-6175

Necessary or locally required supporting documentation (must be attached)

☒ Soil observation logs ☐ System/As-Built ☐ Locally required forms ☒ Tank Integrity Assessment ☐ Operating Permit

☐ Other information (list):

Property Address: 29719 442nd Ave Aitkin, MN 56431

Business Name: Timber Lakes Septic Service Date: 5/9/2023

1. Impact on public health – Compliance component #1 of 5

Compliance criteria:	
System discharges sewage to the ground surface	☐ Yes* ☒ No
System discharges sewage to drain tile or surface waters.	☐ Yes* ☒ No
System causes sewage backup into dwelling or establishment.	☐ Yes* ☒ No

Any "yes" answer above indicates the system is an imminent threat to public health and safety.

Describe verification methods and results:

Attached supporting documentation:

☐ Other:

☐ Not applicable

2. Tank integrity – Compliance component #2 of 5

Compliance criteria:	
System consists of a seepage pit, cesspool, drywell, leaching pit, or other pit?	☐ Yes* ☒ No
Sewage tank(s) leak below their designed operating depth?	☐ Yes* ☒ No
If yes, which sewage tank(s) leaks:	

Any "yes" answer above indicates the system is failing to protect groundwater.

Describe verification methods and results:

Attached supporting documentation:

☐ Empty tank(s) viewed by inspector

Name of maintenance business:

License number of maintenance business:

Date of maintenance:

☒ Existing tank integrity assessment (Attach)

Date of maintenance (mm/dd/yyyy): 5/9/2023 (must be within three years)

(See form instructions to ensure assessment complies with Minn. R. 7082.0700 subp. 4 B (1))

☐ Tank is Noncompliant (pumping not necessary – explain below)

☐ Other:

3. Other compliance conditions – Compliance component #3 of 5

3a. Maintenance hole covers appear to be structurally unsound (damaged, cracked, etc.), or unsecured?
☐ Yes* ☒ No ☐ Unknown

3b. Other issues *(electrical hazards, etc.)* to immediately and adversely impact public health or safety? ☐ Yes* ☒ No ☐ Unknown

**Yes to 3a or 3b - System is an imminent threat to public health and safety.*

3c. System is non-protective of ground water for other conditions as determined by inspector? ☐ Yes* ☒ No

3d. System not abandoned in accordance with Minn. R. 7080.2500? ☐ Yes* ☒ No

**Yes to 3c or 3d - System is failing to protect groundwater.*

Describe verification methods and results:

Attached supporting documentation: ☐ Not applicable ☐ _____

4. Operating permit and nitrogen BMP* – Compliance component #4 of 5 ☒ Not applicable

Is the system operated under an Operating Permit? ☐ Yes ☐ No **If "yes", A below is required**

Is the system required to employ a Nitrogen BMP specified in the system design? ☐ Yes ☐ No **If "yes", B below is required**

BMP = Best Management Practice(s) specified in the system design

If the answer to both questions is "no", this section does not need to be completed.

Compliance criteria:

a. Have the operating permit requirements been met? ☐ Yes ☐ No

b. Is the required nitrogen BMP in place and properly functioning? ☐ Yes ☐ No

Any "no" answer indicates noncompliance.

Describe verification methods and results:

Attached supporting documentation: ☐ Operating permit (Attach) ☐

Property Address: 29719 442nd Ave Aitkin, MN 56431

Business Name: Timber Lakes Septic Service Date: 5/9/2023

5. Soil separation – Compliance component #5 of 5

Date of installation _____ ☒ Unknown
(mm/dd/yyyy)

Shoreland/Wellhead protection/Food beverage lodging? ☒ Yes ☐ No

Attached supporting documentation:

☐ Soil observation logs completed for the report

☒ Two previous verifications of required vertical separation

☐ Not applicable (No soil treatment area)

☐ _____

Compliance criteria (select one):

5a. *For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment:* Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No*
5b. *Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment:* Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*	☒ Yes ☐ No*
5c. *"Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules 7080. 2350 or 7080.2400 (Intermediate Inspector License required ≤ 2,500 gallons per day; Advanced Inspector License required > 2,500 gallons per day)* Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No*

Indicate depths or elevations

A. Bottom of distribution media	
B. Periodically saturated soil/bedrock	
C. System separation	
D. Required compliance separation*	

*May be reduced up to 15 percent if allowed by Local Ordinance.

**Any "no" answer above indicates the system is failing to protect groundwater.*

Describe verification methods and results:

Upgrade requirements: *(Minn. Stat. § 115.55) An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.*

MINNESOTA POLLUTION CONTROL AGENCY

520 Lafayette Road North
St. Paul, MN 55155-4194

Sewage tank integrity assessment form

Subsurface Sewage Treatment Systems (SSTS) Program

Doc Type: Compliance and Enforcement

Purpose: This form *may* be used to certify the compliance status of the sewage tank components of the SSTS. **This form is not a complete SSTS inspection report, only a tank integrity assessment, and may only certify sewage tank compliance status when entirely completed and signed by a qualified professional.** SSTS compliance inspection report forms can be found at: https://www.pca.state.mn.us/water/inspections.

Instructions: This form may be completed, and signed, by a Designated Certified Individual (DCI) of a licensed SSTS inspection, maintenance, installation, or service provider business who personally conducts the necessary procedures to assess the compliance status of each sewage tank in the system. Only a licensed maintenance business is authorized to pump the tank for assessment. A copy of this information should be submitted to the system owner and be maintained by the licensed SSTS business for a period of five (5) years from the assessment date.

When this form is signed by a qualified certified professional, it becomes *necessary supporting documentation* to an Existing System Compliance Inspection Report: Compliance inspection form - Existing system (wq-wwists4-31b). This form can be found on the MPCA website at https://www.pca.state.mn.us/water/inspections.

The information and certified statement on this form is **required** when existing septic tank compliance status is determined by an individual other than the SSTS Inspector that submits an inspection report. This form represents a third party assessment of SSTS component compliance and is allowable under Minn. R. 7082.0700, subp. 4(B)(1). This form is valid for a period of three years beyond the signature date on this form unless a new evaluation is requested by the owner or owner's agent or is required according to local regulations. Additional Administrative Rule references for this activity can be found at Minn. R. 7082.0700, subp. 4(B),(C), and (D) and; Minn. R. 7083.0730(C).

Owner information

Owner/Representative: Frank Zappa

Property address: 29719 442nd Ave Aitkin MN 56431

Local Regulatory Authority: Aitkin County Parcel ID: 07-1-134400

System status

System status on date (mm/dd/yyyy): 5/9/2023

☒ **Certificate of sewage tank compliance** ☐ **Notice of sewage tank non-compliance**

Compliance criteria:

The SSTS has a seepage pit, cesspool, drywell, leaching pit, or other pit - "**Failure to Protect Groundwater.**"	☐ Yes* ☒ No
The SSTS has a sewage tank that leaks below the designed operating depth - "**Failure to Protect Groundwater.**"	☐ Yes* ☒ No
The SSTS presents a threat to public safety by reason of structurally unsound (damaged, cracked, or weak) maintenance hole cover(s) or lids or any other unsafe condition - "**Imminent Threat to Public Health or Safety.**"	☐ Yes* ☒ No

Any "yes" answer above indicates sewage tank non-compliance.

Company information

Company name: Timber Lakes Septic Service Inc

Business license number: L455

Designated Certified Individual (DCI) information

Print name: Dan Swanson

Certification number: C6023

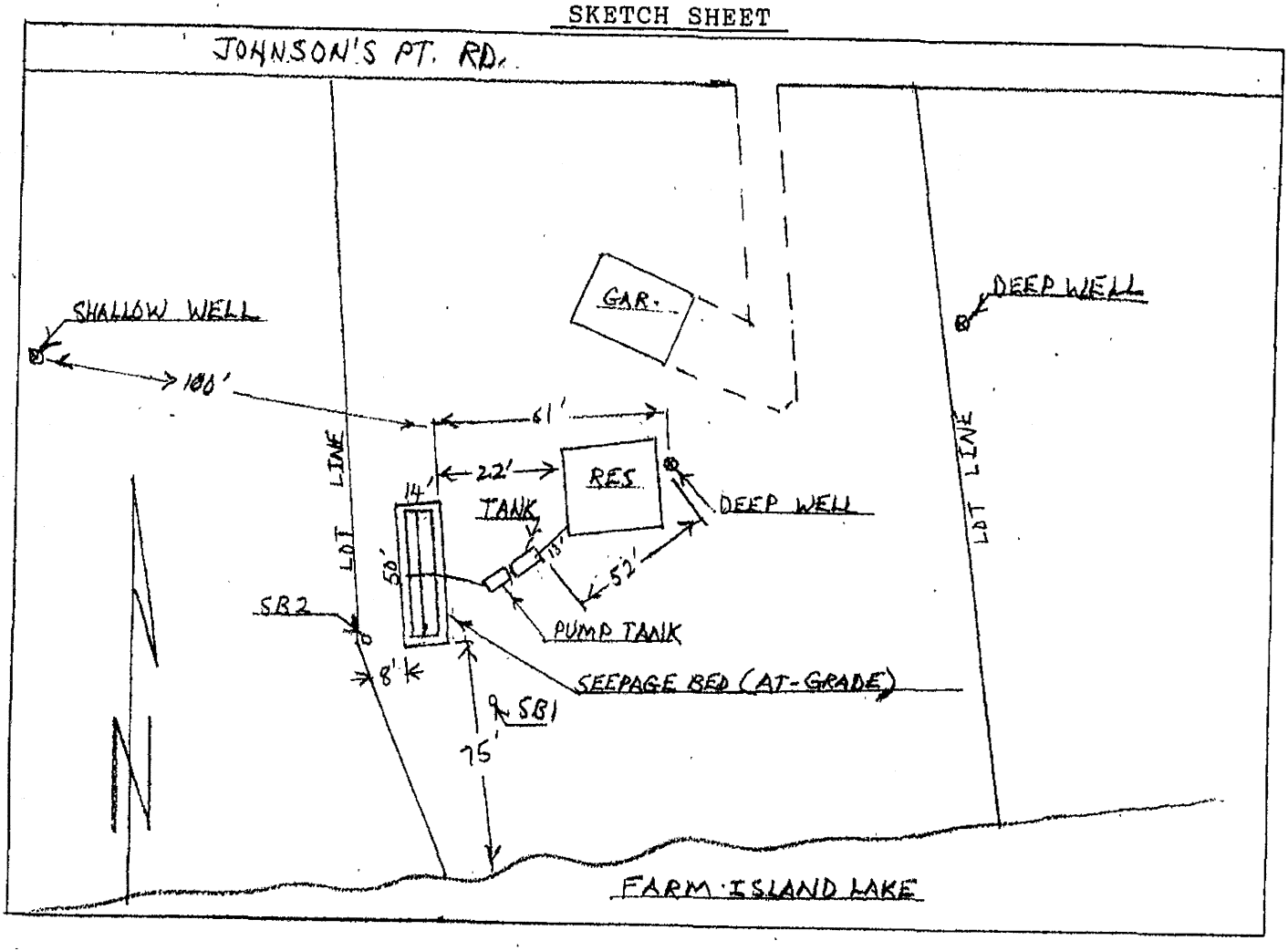
I personally conducted the work described above as a Designated Certified Individual of a Minnesota-licensed SSTS inspection, maintenance, installation, or service provider Business. I personally conducted the necessary procedures to assess the compliance status of each sewage tank in this SSTS.

***By typing/signing my name below**, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.*

Designated Certified Individual's signature: Dan Swanson Date (mm/dd/yyyy): 5/9/2023

(This document has been electronically signed.)

SKETCH SHEET



SOIL BORING LOG

Soil Boring # 1	Soil Boring # 2
0-4" Topsoil	0-6" Topsoil
4"-33" Sandy Loam/ Gravel 10YR4/4	6"-34" Sandy Loam/ Gravel 10YR4/4
33"-48" Sand 10YR6/3	34"-40" Sand 10YR6/3
(Seasonally saturated soil level at 33" in SB #1 & 34" in SB #2)	

TANK INFORMATION

Tank size: 1250 Gals.

Pump Tank size: 1250 Gals.

Tank(s) defects: Outlet baffle is missing from septic tank. Goble Sewer Service has been contracted to replace it.

DATE OF INSPECTION: 11/29/99

OWNER: Frank Zappa (Tank: 12/1/99)

PERSON REQUESTING INSPECTION: Frank Zappa (owner)

COMMENTS: System has 33"-34" of separation. I feel installer made a legitimate effort to keep system above saturated soil.

SIGNATURE: Charles J. Virginia

Charles J. Virginia MPCA Lic. #1392

SITE EVALUATION CHECK LIST DATE 9-29-99

NAME Frank Zappa PERMIT # 26133
PARCEL # 07-1-134400 TWP Farm Island SECTION 29

CHECK THE FOLLOWING PRIOR TO INSPECTION

_____ NAME OF SITE EVALUATOR
_____ NAME OF DESIGNER
_____ NAME OF INSTALLER

_____ LOT OF RECORD BEFORE 1-21-92 (SL) OR 1-10-95 (NSL), IF NO, ALT.SITE? _____
_____ SITE PLAN WITH SETBACK DISTANCES AND DIMENSIONS
_____ ARE ISTS SITES PROTECTED FROM DAMAGE? IF NOT, WHEN _____
_____ DESIGN _____ PERC TESTS _____ SOIL BORINGS, 2 PER SITE
_____ NUMBER OF BEDROOMS (INCLUDE POTENTIAL)
_____ CROSS SECTION SHEET _____ TRENCH DESIGN SHEET
_____ MOUND DESIGN SHEET _____ ALTERN. OR EXPER. DESIGN
_____ PRESSURE DISTRIBUTION SHEET _____ PUMP CALCULATION SHEET
_____ WATER USE CALCULATIONS _____
_____ GARBAGE DISPOSAL _____ HOT TUB
_____ EASEMENTS ON THE LOT, IS ROAD PUBLIC OR PRIVATE (SEE DEED/ PLAT)
_____ EROSION CONTROL PLAN

STAKING: BUILDINGS _____, DRAINFIELD _____, BORINGS _____, WELL _____
BUILDING SETBACKS: ROAD ____, SIDE ____, REAR ____, BLUFF ____, LAKE/RIVER ____

COMPLETE DURING SITE EVALUATION

X BUILDINGS STAKED (1-half Built) ___ DRAINFIELD STAKED ___ BORINGS STAKED ___ WELL STAKED

SETBACKS (MEASURE DISTANCE)

	DRAINFIELD	Garage HOUSE
LAKE, RIVER, PROTECTED WATERS		160+
ROAD RIGHT OF WAY		30'+
BLUFF		N/A
SIDE LOT LINE		10+
REAR LOT LINE		10+
HOUSE OR OTHER STRUCTURE		32'
WELL		oh
EASEMENTS		
UNDER GROUND UTILITIES		
NEIGHBORING WELL(S) TO ISTS	____1 ____2	____3 ____4
DRAINFIELD AREA DISTURBED		

CONFORMING SEPTIC SYSTEM: ____YES X NO **If no, list reasons below.**
COMMENTS OR PROBLEMS (drainage, swales, wetlands, need gutters, etc..) did 2 soil Borings Hit mottling at 32" in one and stains/at 24" along mottling with large Rock in other

INSPECTORS NAME Dan Thompson DATE 5-Oct. 99 # PICTURES ____

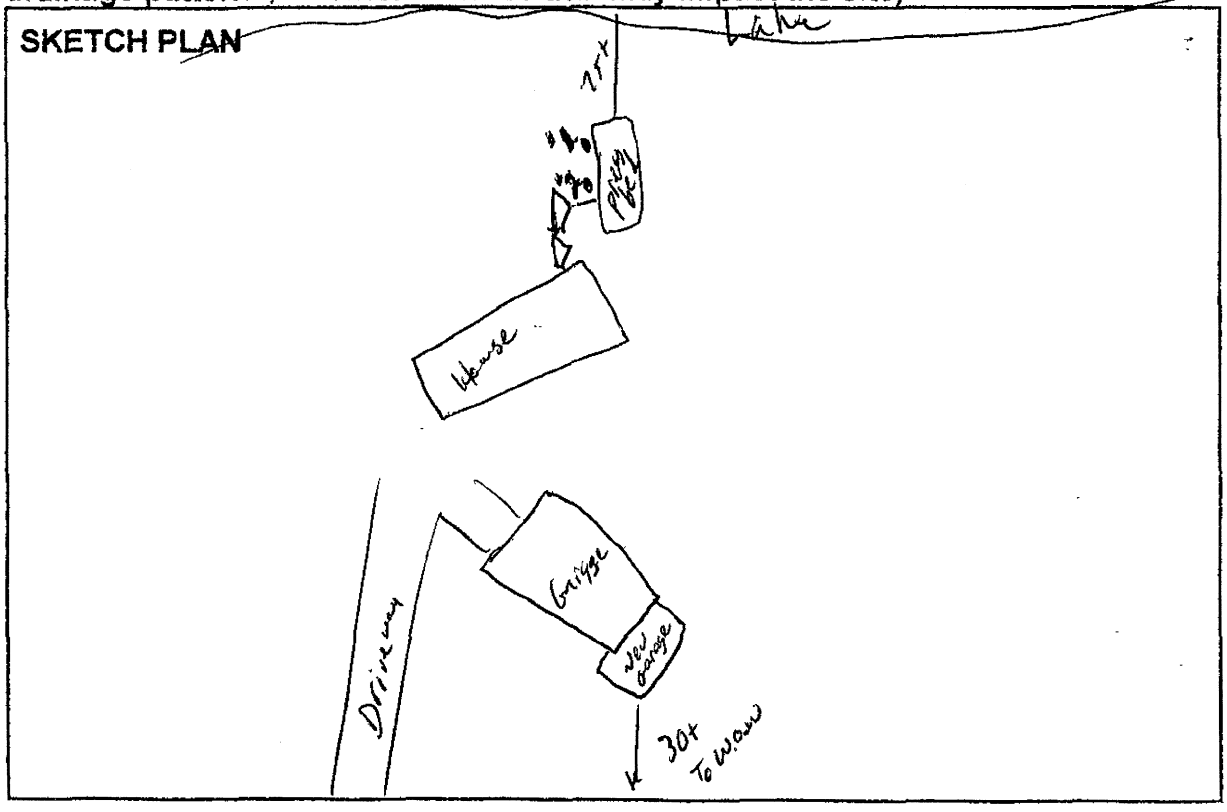
SOIL BORING LOGS AND SKETCH PLAN ON REVERSE SIDE

c:\wp61\terry.dir\preonsit.doc

SOIL BORING LOG #1 DEPTH TEXTURE COLOR	SOIL BORING LOG #2 DEPTH TEXTURE COLOR
1. 0-6" Top Soil 6"-32" Sandy loam 32" - Sand, clay mottling	2. 0-6" Top Soil 6"-~~36~~ 24" Sandy Loam + Iron stains but good color and texture Large Rock

IDENTIFY LOCATIONS OF: (Borings, neighboring structures, wells, drainfields, drainage patterns, or other features that may impact the site).

SKETCH PLAN



(Top 3 inches reserved for recording data)

CONTRACT FOR DEED
by Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 30.1.1 (2011)

DATE: September 28, 2023

e-CRV No.: 1585947

THIS CONTRACT FOR DEED (the **"Contract"**) is made on the above date by Franklin A. Zappa, a single person (**"Seller"**), and

Beth A. Lundgren, (**"Purchaser"**). *(Check box if ☐ joint tenancy.)*

Seller and Purchaser agree to the following terms:

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

Lot Ten (10) of Block Three (3) of the Plat of JOHNSON'S POINT, according to the filed plat thereof on file and of record in the office of the Register of Deeds in and for the County of Aitkin, State of Minnesota.

Aitkin County, Minnesota
(ABSTRACT)

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

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

Check applicable box:

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

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

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

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

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

SELLER(S):

Franklin A. Zappa

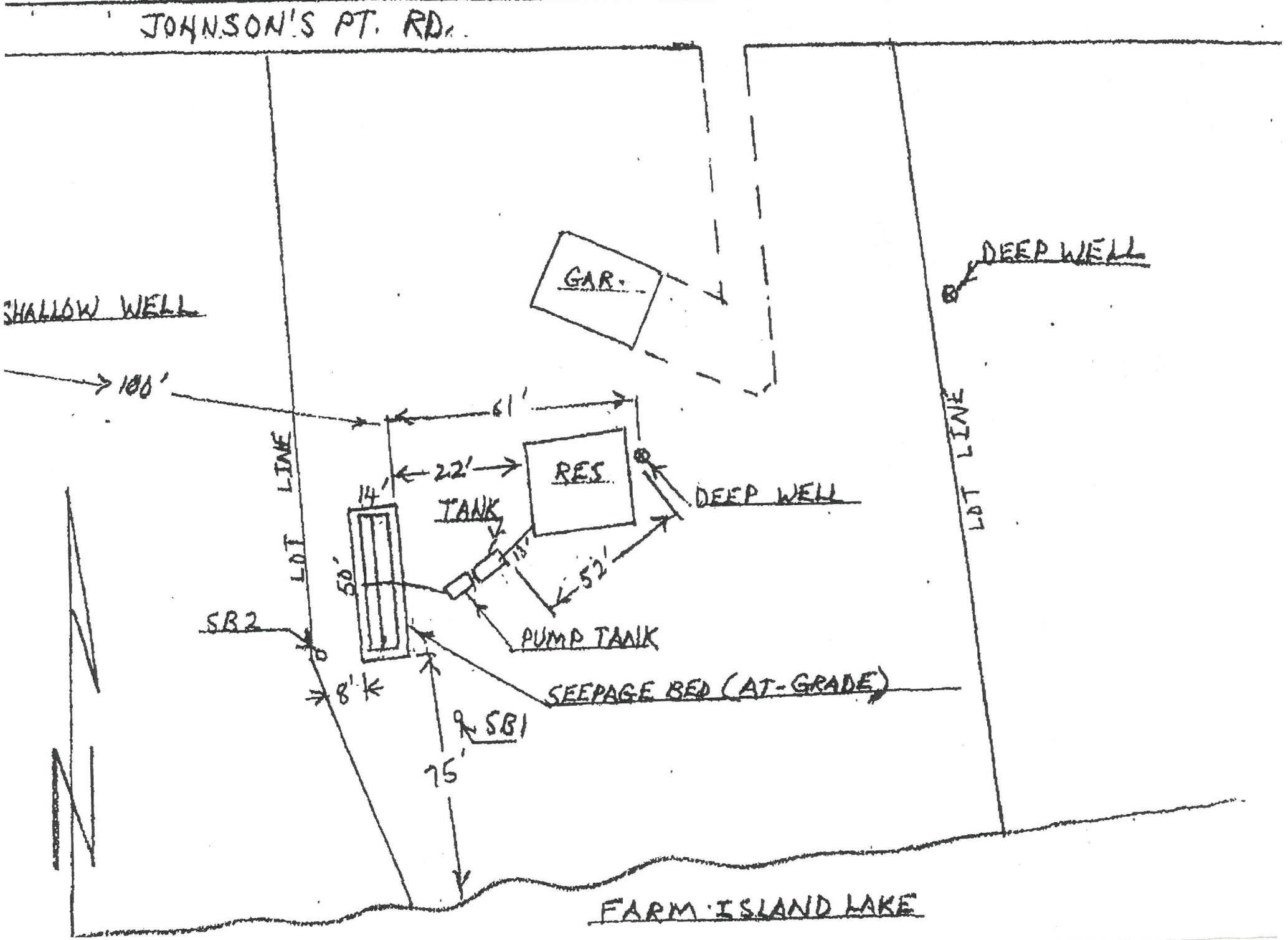
Franklin A. Zappa

PURCHASER(S):

Beth A. Lundgren

Beth A. Lundgren

SKETCH SHEET



Vacation/Short-Term Rental App. # 2025-000307, UID # 213594
App. Status: Pending Review

Aitkin County Planning & Zoning / Environmental Services
307 Second St. NW Room 219, Aitkin, MN 56431
Email: aitkinpz@aitkincountymn.gov
Phone: 218-927-7342
Fax: 218-927-4372

Applicant

Applicant Contact Information:	Name: Brad Alan Jordahl Phone: (612) 414 - 3760 Email Address: bradjordahl6969@msn.com Mailing Address: 1259 130th. Ln. Nw Coon rapids MN 55448
Are you the property owner?	Yes

60 Minute Contact Person

Enter Designated Contact Person:	Name: Caitlyn jordahl Phone: (612) 964 - 1082 Email Address: caitlynj3@gmail.com Mailing Address: 35152 696th.st. Hill city Mn 55748

Property Location

Property Information:

Property Location					Legal Description			Property Attributes	
Parcel Number	**Property Address**	**Township or City Name**	**Owner Name(s)**	**Taxpayer Name(s)**	**Legal Description**	**Plat Name**	**Section-Township-Range**	**Lake Class**	**Lake Name**
12-0-017303	68689 350th Pl HILL CITY, MN 55748	HILL LAKE TWP	JORDAHL, BRADLEY & TERESA TRUSTEES	JORDAHL, BRADLEY & TERESA TRUSTEES	PT LOT 1 AS IN DOC 335607 (PARCEL B)		S:11 T:52 R:26	GD	HILL LAKE (HILL LAKE TWP)

Brief Narrative

Brief Narrative:	Proposing a vacation rental with 5 overnight guests.
List all current advertising sources: (Be specific and include website links, rental ID #, etc.)	AirBNB and VRBO
Proposed number of overnight guests:	5
How many rental units will be located on this parcel?	1
Will you be renting for periods less than one week?	Yes
Quiet hours will begin at:	10 : 00 PM
Quiet hours will end at:	08 : 00 AM

Floor Plan

1. How many rooms will be used for sleeping?	3
2. How many carbon monoxide alarms are located in the rental?	4
3. How many smoke detector alarms are located in the rental?	7
4. A fire extinguisher must be placed in an easily accessible location within each rental unit. Where is a fire extinguisher located?	In laundry and kitchen sink
5. Attach a floor plan of the rental unit(s):	File 1: scan0617.pdf File 2: scan0618.pdf

Sleeping Area #1

Name of Room:	1st floor bedroom
Room Size (Excluding closet or attached bathroom):	144 ft^2
Number of Guests:	2
Select egress window style. (see attached diagram for egress window classifications and requirements):	Casement
Was this window installed before July 10, 2007?	Yes
What is the distance from the floor to the bottom of this window (finished sill):	24.25 inches
What is the OPENABLE height of this window:	25 inches
What is the OPENABLE width of this window:	55.5 inches

Sleeping Area #2

Name of Room:	2nd floor north bedroom
Number of Guests:	2
Room Size (Excluding closet or attached bathroom):	144 ft^2
Select window style. (see attached diagram for window style options):	Casement
Was this window installed before July 10, 2007?	No
What is the distance from the floor to the bottom of this window (finished sill)?	34.25 inches
What is the OPENABLE height of this window?	43.5 inches
What is the OPENABLE width of this window?	33 inches

Sleeping Area #3

Name of Room:	2nd floor south bedroom
Number of Guests:	4
Room Size (Excluding closet or attached bathroom):	240 ft^2
Select window style. (see attached diagram for window style options):	Casement
Was this window installed before July 10, 2007?	No
What is the distance form the floor to the bottom of this window (finished sill)?	34.2 inches
What is the OPENABLE height of this window?	43.5 inches
What is the OPENABLE width of this window?	33 inches

Emergency Contact Info

Septic Tank Pumper:	(218) 259 - 9273
Hospital:	(218) 927 - 2121
Police:	(218) 697 - 8210
Fire:	(218) 697 - 8101
Where in the rental will the emergency contact information be posted?	Refrigerator

Guest Information

Select all that will be included in your guest handbook:	Quiet hours Maximum # of overnight guests Maximum # of non-overnight guests Name & contact information for owner and/or caretaker Property rules related to outdoor features List of conditions placed on the approved IUP A current handbook on recreational vehicle regulations Notice that all ordinances and IUP conditions will be enforced by the Aitkin County Sheriff's Office and Aitkin County Environmental Services (On lakes only) Information and map with DNR public access location
Where in the rental will your handbook will be located?	On the sofa table between the living room and dining room.

Pet Policy

Pet Policy:	No pets

Garbage Disposal Plan

How often will the garbage be collected?	Once per week
Enter the name of the garbage service or describe your disposal plan:	Norland environmental services

Water & Septic Requirements

Attach Water Test:	File 1: RMB.pdf
Attach septic compliance:	12-0-017303-file0001.pdf
The septic system or well shall include a flow measuring device. Flow measurement readings and monitoring of the septic shall be recorded monthly and made available to Aitkin County. Has a flow meter or event counter been installed on the well or septic system?	Yes
Is the septic system holding tanks (no drainfield)? If yes, the application for an Operating Permit will begin after you click Finish.	No

Property Deed

Attach the property deed:	File 1: Cabin_Deed.pdf File 2: Easement_To_Septic_Land.pdf File 3: Septic_Land_Deed_1.pdf File 4: Septic_Land_Deed.pdf

Scaled Site Plan

Attach your scaled site plan:	File 1: Site_Plan_Jordahl.pdf

Terms

Interior & Exterior Inspection

After your submitted application is accepted by Environmental Services, a staff member will contact you to schedule an interior inspection to verify the information provided in your application. It is the responsibility of the applicant to have the following in place prior to the inspection:

1. Smoke alarms and carbon monoxide alarms installed per MN State Fire Code
2. Fire extinguishers are in their designated places and meeting MN State Fire Code
3. Flow-measuring device installed on the septic system or well
4. Visual demarcations of the property lines

General Terms

The landowner or authorized agent hereby certifies that to the best of their knowledge the application and supporting documents are a factual representation of the proposed project. The landowner or authorized agent agrees that, in making application, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicant's responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.

Submittal of the above materials does not always constitute a complete application. Other information may be necessary to complete the application based on the type of request and onsite inspection.

I acknowledge that by submitting this application, the application and its attachments are public information.

Invoice #62661 (05/16/2025) Expected Payment Method: Pay Online - Card or ECheck

Charge	Cost	Quantity	Total
Recording Fee added 04/10/2025 5:25 PM This fee is non-refundable if denied.	$46.00	x 1	$46.00
Vacation/Private Home Rental added 04/10/2025 5:25 PM This fee is non-refundable if denied.	$650.00	x 1	$650.00
Grand Total			
		Total	**$696.00**
		Payment 05/16/2025	**$696.00**
		Due	**$0.00**

Conditions of Permit

None

Approvals

Approval	Signature
Applicant	Brad A. Jordahl - 05/16/2025 1:56 PM 024b4801fafa61cfcd4a5f16d7156be2 32b6bff4ff04e0ac22e795bbc1ed8348
#1 Administrative Staff	Shannon Wiebusch - 05/21/2025 10:57 AM 429376f2616bdcceccadddc7466489a8 6ff9c5b3f3b86ef0d930aa4e3a33a835
#2 Planning Commission	

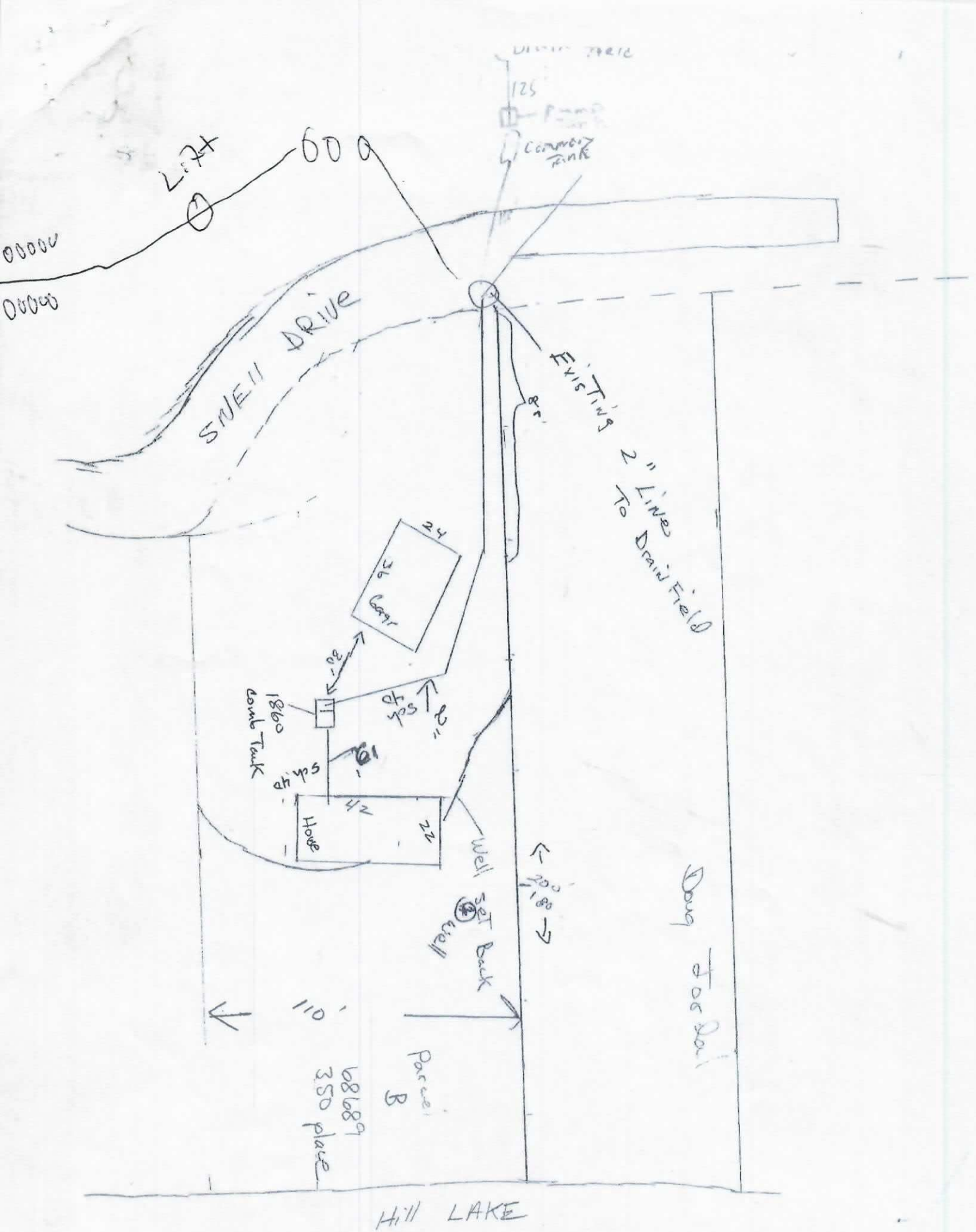
Public Notes

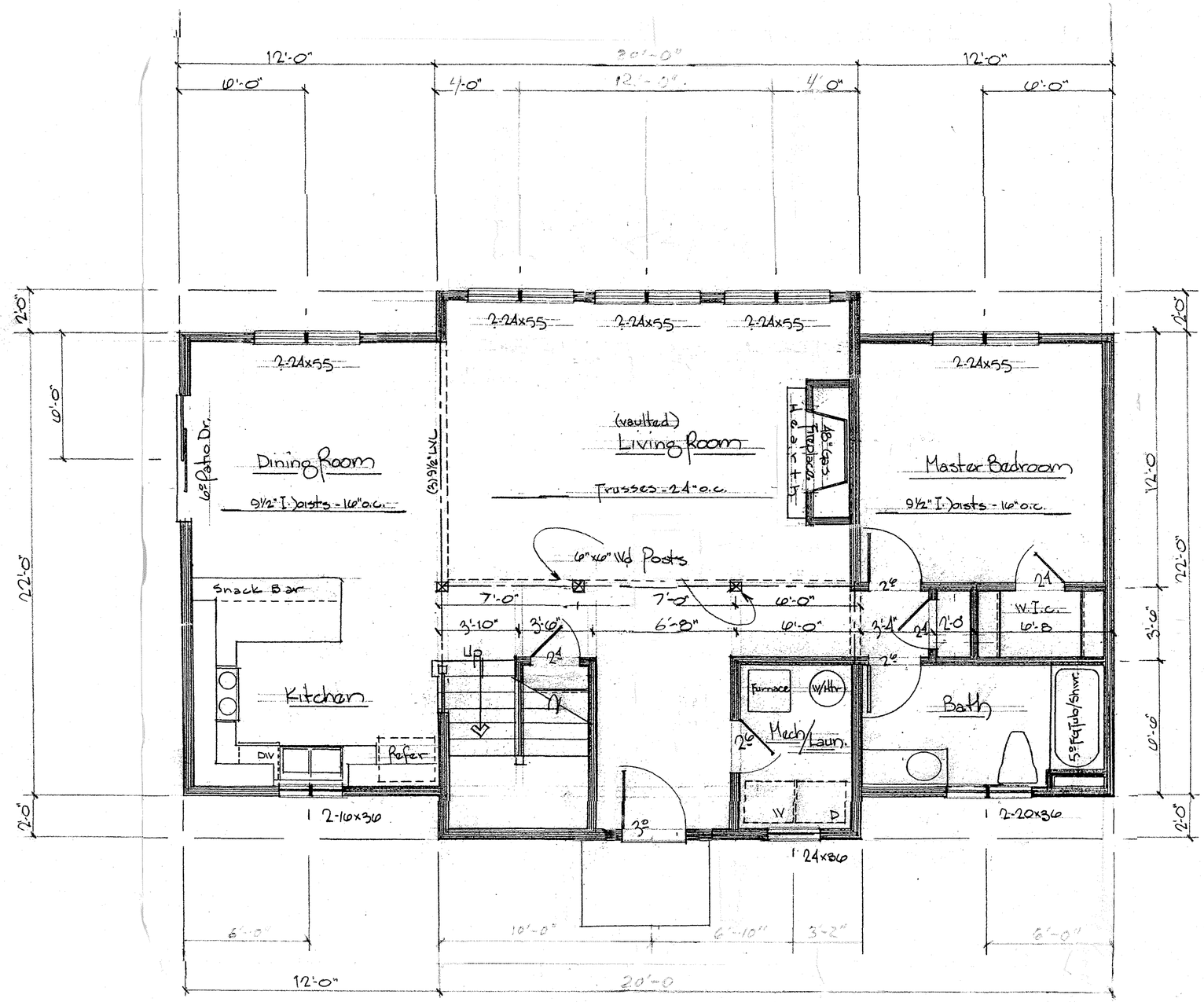
Text:	To be heard at June 16 Planning Commission meeting. Cluster septic system shared among 4 properties. Each property is allowed the daily flow of 300gpd which is a 2 bedroom system. 4 overnight occupants would be allowed based on septic. sw 5/23
File(s):	

Administrative Staff

This review has been started by:	Shannon Wiebusch
Zoning District:	Shoreland
Is the parcel a Lot of Record before 1-21-92 or have alternate sites been identified?	Yes
Is this an After-The-Fact application?	-Select One-
Current SSTS:	Trench - Chamber
Max Overnight Guests per SSTS:	4

Print View


125
Concrete Tank
609
Lift
SNELL DRIVE
EXISTING 2" LINES TO Drain Field
24
30'
1890 gal Tank
4th yrs
2nd yrs
Well
Set Back
200'
180'
110'
Parcel B
68689
350 place
Hill LAKE



FIRST FLOOR PLAN

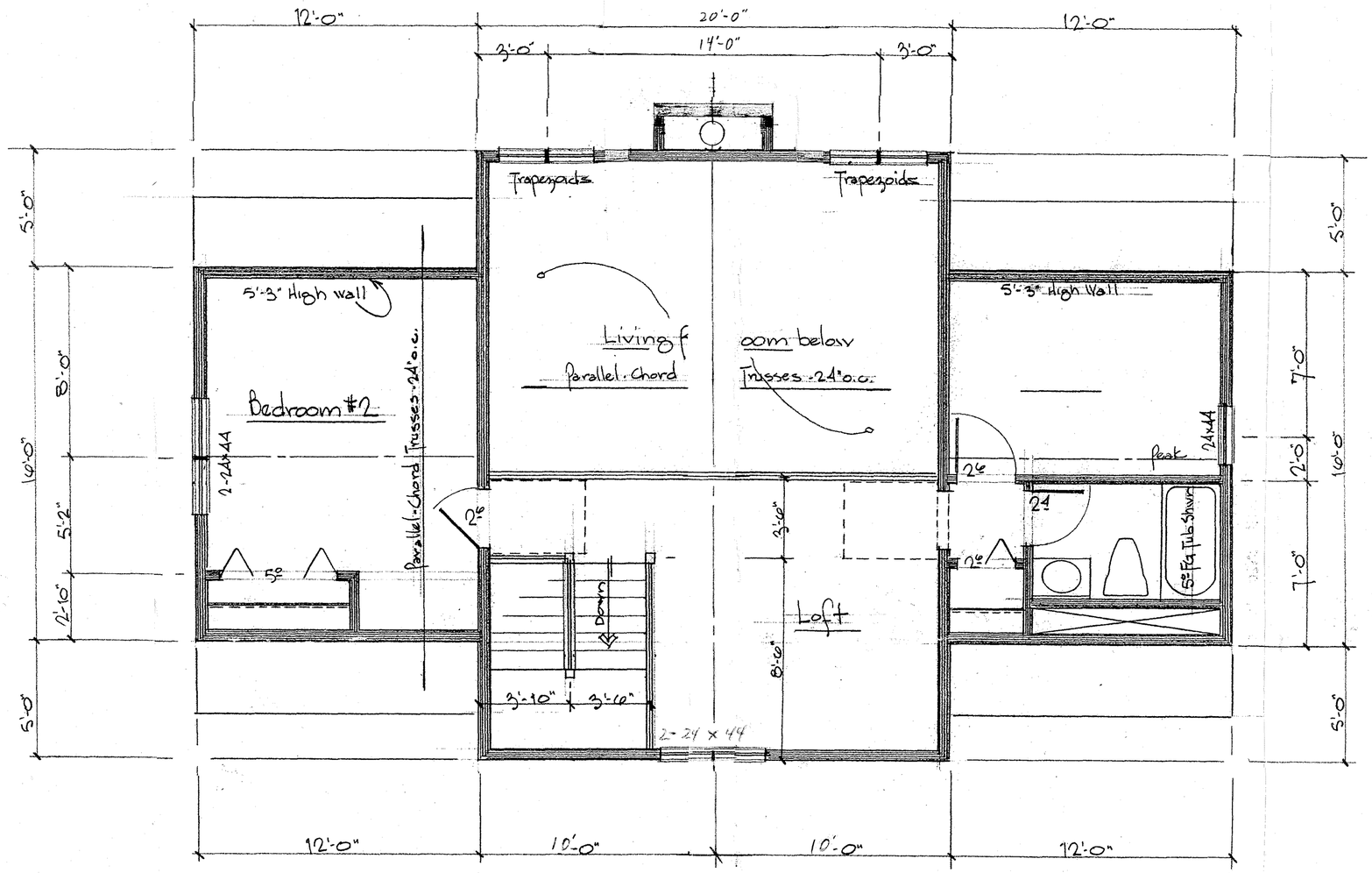
1/4" = 1'-0"

JORDAHL LAKEHOME

SCALE: 1/4" = 1'-0"	APPROVED BY:	DRAWN BY
DATE: 21 Mar 02		REVISED

O'Keefe Design Associates

DRAWING NUMBER 2 of 5



SECOND FLOOR PLAN

1/4"=1'-0"

JORDAHL LAKEHOME			
SCALE: 1/4"=1'-0"	APPROVED BY:	DRAWN BY	
DATE: 21 Mar 02		REVISED	
O'Keefe Design Associates		DRAWING NUMBER	3 of 5

RMB
Environmental Laboratories, Inc.
www.rmbel.com

Burnsville
501 Highway 13 East Suite 104
Burnsville, MN 55337
952-456-8470

Detroit Lakes
22796 County Highway 6
Detroit Lakes, MN 56501
218-846-1465

Virginia
110 ½ S 15th Avenue W
Virginia, MN 55792
218-440-2043

Laboratory Results
April 18, 2025

Report To: B & R Bowman Wells and Pumps
Rodney Ketola
37008 County Road 63
Cohasset, MN, 55721

Bill To: B & R Bowman Wells and Pumps
Dan Chambers
37008 County Road 63
Cohasset, MN, 55721

Lab Code:	D072526-01	**Sample Description:**	68689 350th Place, Hill City, MN 55748
Matrix:	Water	**Property Owner Name:**	Brad Jordahl
Date/Time Sampled:	04/14/2025 12:51	**Sampling Point:**	Kitchen Sink
Date/Time Received:	04/14/2025 16:40	**Unique Well ID:**	694343
Samplers:	Rod Ketola	**Sample Receipt Information:**	Samples received on ice.
Sample Receipt Temperature °C	11.7		Samples received same day as collected.

Analyte	Result	Units	Analyte Qualifiers	RL	DF	Allowable Limit	Analysis Method	Preparation Method	Analyzed	Facility
Chemistry Parameters										
Nitrate as N	< 0.0300	mg/L		0.0300	1	10	EPA 353.2 (calc.)		04/15/25 14:21	DL
Laboratory Interpretation: The Nitrate as N result MEETS the primary drinking water standards set by the US Environmental Protection Agency.										
Metals (Total) by ICP-MS										
Arsenic	2.14	ug/L		1.00	1	10	EPA 200.8	EPA 200.8	04/17/25 19:18	DL
Laboratory Interpretation: The Arsenic result MEETS the primary drinking water standards set by the US Environmental Protection Agency.										
Microbiological										
Total Coliform Bacteria	**Absent**	N/A		1	1	Absent	SM9223B-16	Colisure	04/14/25 18:54	DL
Laboratory Interpretation: The Total Coliform result MEETS the primary drinking water standards set by the US Environmental Protection Agency.										
E. Coli Bacteria	**Absent**	N/A		1	1	Absent	SM9223B-16	Colisure	04/14/25 18:54	DL
Laboratory Interpretation: The E. Coli result MEETS the primary drinking water standards set by the US Environmental Protection Agency.										

Qualifiers and Definitions

Item	Definition
RL	Reporting Limit
DF	Dilution Factor
DL	Indicates test performed by RMB Environmental Laboratories - Detroit Lakes.

RMB
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501 Highway 13 East Suite 104
Burnsville, MN 55337
952-456-8470

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218-846-1465

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110 ½ S 15th Avenue W
Virginia, MN 55792
218-440-2043

Laboratory Results
April 18, 2025

Report To: B & R Bowman Wells and Pumps
Rodney Ketola
37008 County Road 63
Cohasset, MN, 55721

Bill To: B & R Bowman Wells and Pumps
Dan Chambers
37008 County Road 63
Cohasset, MN, 55721

Lab Code:	D072526-01	**Sample Description:**	68689 350th Place, Hill City, MN 55748
Matrix:	Water	**Property Owner Name:**	Brad Jordahl
Date/Time Sampled:	04/14/2025 12:51	**Sampling Point:**	Kitchen Sink
Date/Time Received:	04/14/2025 16:40	**Unique Well ID:**	694343
Samplers:	Rod Ketola	**Sample Receipt Information:**	Samples received on ice.
Sample Receipt Temperature °C	11.7		Samples received same day as collected.

Analyte	Result	Units	Analyte Qualifiers	RL	DF	Allowable Limit	Analysis Method	Preparation Method	Analyzed	Facility
Chemistry Parameters										
Nitrate as N	***< 0.0300***	mg/L		0.0300	1	10	EPA 353.2 (calc.)		04/15/25 14:21	DL
Laboratory Interpretation: The Nitrate as N result MEETS the primary drinking water standards set by the US Environmental Protection Agency.										
Metals (Total) by ICP-MS										
Arsenic	**2.14**	ug/L		1.00	1	10	EPA 200.8	EPA 200.8	04/17/25 19:18	DL
Laboratory Interpretation: The Arsenic result MEETS the primary drinking water standards set by the US Environmental Protection Agency.										
Microbiological										
Total Coliform Bacteria	**Absent**	N/A		1	1	Absent	SM9223B-16	Colisure	04/14/25 18:54	DL
Laboratory Interpretation: The Total Coliform result MEETS the primary drinking water standards set by the US Environmental Protection Agency.										
E. Coli Bacteria	**Absent**	N/A		1	1	Absent	SM9223B-16	Colisure	04/14/25 18:54	DL
Laboratory Interpretation: The E. Coli result MEETS the primary drinking water standards set by the US Environmental Protection Agency.										

Qualifiers and Definitions

Item	Definition
RL	Reporting Limit
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RMB Environmental Laboratories, Inc.

www.rmbel.com

Bemidji
[redacted]

Detroit Lakes
[redacted]

Virginia
[redacted]

Laboratory Results
April 18, 2025

Report To: B & B Snowmax Wells and Pumps
Rodney Lentz
37088 County Road 65
Ottawa, MN 56721

Bill To: B & B Snowmax Wells and Pumps
Dan Chambers
37088 County Road 65
Ottawa, MN 56721

Lab Code:	D072526-01	**Sample Description:**	[redacted]
Matrix:	Water	**Property Owner Name:**	Brad Jandrich
Date/Time Sampled:	04/14/2025 12:51	**Sampling Point:**	Kitchen Sink
Date/Time Received:	04/14/2025 16:40	**Unique Well ID:**	69545
Sampler:	Rod Lentz	**Sample Receipt Information:**	Samples received up to 6°C
Sample Receipt Temperature °C	11.7		Samples received same day as collected

Analyte	Result	Units	Analyte Qualifiers	RL	DF	Allowable Limit	Analysis Method	Preparation Method	Analyzed	Facility
Chemistry Parameters										
Nitrate as N	<0.050	mg/L		0.050	1	10	EPA 353.2 (Rev.		04/15/25 14:32	DL
Laboratory Interpretation: The Nitrate as N result [redacted] the primary drinking water standard set by the US Environmental Protection Agency.										
Metals (Total) by ICP-MS										
Arsenic	2.14	ug/L		1.00	1	10	EPA 200.8	EPA 200.8	04/17/25 19:38	DL
Laboratory Interpretation: The Arsenic result [redacted] the primary drinking water standard set by the US Environmental Protection Agency.										
Microbiological										
Total Coliform Bacteria	Absent	N/A		1	1	Absent	SM9223B-16	Colilert	04/14/25 18:54	DL
Laboratory Interpretation: The Total Coliform result [redacted] the primary drinking water standard set by the US Environmental Protection Agency.										
E. Coli Bacteria	Absent	N/A		1	1	Absent	SM9223B-16	Colilert	04/14/25 18:54	DL
Laboratory Interpretation: The E. Coli result [redacted] the primary drinking water standard set by the US Environmental Protection Agency.										

Qualifiers and Definitions

Item	Definition
RL	Reporting Limit
DF	Dilution Factor
DL	Indicates test performed by RMB Environmental Laboratories, Detroit Lakes.

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218-846-1465

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110 ½ S 15th Avenue W
Virginia, MN 55792
218-440-2043

Laboratory Results
April 18, 2025

Report To: B & R Bowman Wells and Pumps
Rodney Ketola
37008 County Road 63
Cohasset, MN, 55721

Bill To: B & R Bowman Wells and Pumps
Dan Chambers
37008 County Road 63
Cohasset, MN, 55721

Lab Code:	D072526-01	**Sample Description:**	68689 350th Place, Hill City, MN 55748
Matrix:	Water	**Property Owner Name:**	Brad Jordahl
Date/Time Sampled:	04/14/2025 12:51	**Sampling Point:**	Kitchen Sink
Date/Time Received:	04/14/2025 16:40	**Unique Well ID:**	694343
Samplers:	Rod Ketola	**Sample Receipt Information:**	Samples received on ice.
Sample Receipt Temperature °C	11.7		Samples received same day as collected.

Analyte	Result	Units	Analyte Qualifiers	RL	DF	Allowable Limit	Analysis Method	Preparation Method	Analyzed	Facility
Chemistry Parameters										
Nitrate as N	***< 0.0300***	*mg/L*		*0.0300*	*1*	*10*	EPA 353.2 (calc.)		04/15/25 14:21	DL
Laboratory Interpretation: The Nitrate as N result **MEETS** *the primary drinking water standards set by the US Environmental Protection Agency.*										
Metals (Total) by ICP-MS										
Arsenic	**2.14**	ug/L		1.00	1	10	EPA 200.8	EPA 200.8	04/17/25 19:18	DL
Laboratory Interpretation: The Arsenic result **MEETS** the primary drinking water standards set by the US Environmental Protection Agency.										
Microbiological										
Total Coliform Bacteria	**Absent**	N/A		1	1	Absent	SM9223B-16	Colisure	04/14/25 18:54	DL
Laboratory Interpretation: The Total Coliform result **MEETS** the primary drinking water standards set by the US Environmental Protection Agency.										
E. Coli Bacteria	**Absent**	N/A		1	1	Absent	SM9223B-16	Colisure	04/14/25 18:54	DL
Laboratory Interpretation: The E. Coli result **MEETS** the primary drinking water standards set by the US Environmental Protection Agency.										

Qualifiers and Definitions

Item	Definition
RL	Reporting Limit
DF	Dilution Factor
DL	Indicates test performed by RMB Environmental Laboratories - Detroit Lakes.

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Compliance inspection report form

Existing Subsurface Sewage Treatment System (SSTS)

Doc Type: Compliance and Enforcement

Instructions: Inspection results based on Minnesota Pollution Control Agency (MPCA) requirements and attached supporting documentation – additional local requirements may also apply. Further information can be found here: https://www.pca.state.mn.us/sites/default/files/wq-wwists4-31a.pdf.

Inspector must submit completed form to Local Governmental Unit (LGU) and system owner within 15 days of final determination of compliance or noncompliance.

Property information

Local tracking number:

Parcel ID# or Sec/Twp/Range: 12-0-017303 Local regulatory authority: Aitkin county

Property address: 68689 350 place Hill City MN

Owner/representative: Brad Jordahl Owner's phone: 612-414-3760

Brief system description: percast tank pump up to chambers

System status

System status on date (mm/dd/yyyy): 4/6/2025

☒ **Compliant – Certificate of compliance***

*(**Valid for 3 years from report date** unless evidence of an imminent threat to public health or safety requiring removal and abatement under section 145A.04, subdivision 8 is discovered or a shorter time frame exists in Local Ordinance.)*

***Note: Compliance indicates conformance with Minn. R. 7080.1500 as of system status date above and does not guarantee future performance.**

☐ **Noncompliant – Notice of noncompliance**

An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance or under section 145A.04 subdivision 8.

Systems failing to protect ground water must be upgraded, replaced, or use discontinued within the time required by local ordinance.

Reason(s) for noncompliance (check all applicable)

- ☐ Impact on public health (Compliance component #1) – *Imminent threat to public health and safety*
- ☐ Tank integrity (Compliance component #2) – *Failing to protect groundwater*
- ☐ Other Compliance Conditions (Compliance component #3) – *Imminent threat to public health and safety*
- ☐ Other Compliance Conditions (Compliance component #3) – *Failing to protect groundwater*
- ☐ System not abandoned according to Minn. R. 7080.2500 (Compliance component #3) – *Failing to protect groundwater*
- ☐ Soil separation (Compliance component #5) – *Failing to protect groundwater*
- ☐ Operating permit/monitoring plan requirements (Compliance component #4) – *Noncompliant - local ordinance applies*

Comments or recommendations

Certification

I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

***By typing my name below**, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.*

Business name: Ron-ex Certification number: 3046

Inspector signature: License number: 697

(This document has been electronically signed) Phone: 327-9273

Necessary or locally required supporting documentation (must be attached)

☐ Soil observation logs ☐ Locally required forms ☐ Tank Integrity Assessment ☐ Operating Permit

☐ Other information (list):

1. Impact on public health – Compliance component #1 of 5

Compliance criteria:

System discharges sewage to the ground surface	☐ Yes* ☒ No
System discharges sewage to drain tile or surface waters.	☐ Yes* ☒ No
System causes sewage backup into dwelling or establishment.	☐ Yes* ☒ No

Any "yes" answer above indicates the system is an imminent threat to public health and safety.

Describe verification methods and results:

event counter was installed.

Attached supporting documentation:

☐ Other:

☐ Not applicable

2. Tank integrity – Compliance component #2 of 5

Compliance criteria:

System consists of a seepage pit, cesspool, drywell, leaching pit, or other pit?	☐ Yes* ☒ No
Sewage tank(s) leak below their designed operating depth?	☐ Yes* ☒ No
If yes, which sewage tank(s) leaks:	

Any "yes" answer above indicates the system is failing to protect groundwater.

Describe verification methods and results:

Attached supporting documentation:

☒ Pumped at time of inspection

Name of maintenance business: Ron-ex

License number of maintenance business: 697

Date of maintenance: 3/31/2025

☒ Existing tank integrity assessment (Attach)

Date of maintenance (mm/dd/yyyy): 3/31/2025 (must be within three years)

(See form instructions to ensure assessment complies with Minn. R. 7082.0700 subp. 4 B (1))

☐ Tank is Noncompliant (pumping not necessary – explain below)

☐ Other:

3. Other compliance conditions – Compliance component #3 of 5

3a. Maintenance hole covers appear to be structurally unsound (damaged, cracked, etc.), or unsecured?

☐ Yes* ☒ No ☐ Unknown

3b. Other issues *(electrical hazards, etc.)* to immediately and adversely impact public health or safety? ☐ Yes* ☒ No ☐ Unknown

Yes to 3a or 3b - System is an imminent threat to public health and safety.

3c. System is non-protective of ground water for other conditions as determined by inspector? ☐ Yes* ☒ No

3d. System not abandoned in accordance with Minn. R. 7080.2500? ☐ Yes* ☒ No

Yes to 3c or 3d - System is failing to protect groundwater.

Describe verification methods and results:

Attached supporting documentation: ☒ Not applicable ☐ _____

4. Operating permit and nitrogen BMP* – Compliance component #4 of 5 ☐ Not applicable

Is the system operated under an Operating Permit? ☐ Yes ☐ No **If "yes", A below is required**

Is the system required to employ a Nitrogen BMP specified in the system design? ☐ Yes ☐ No **If "yes", B below is required**

BMP = Best Management Practice(s) specified in the system design

If the answer to both questions is "no", this section does not need to be completed.

Compliance criteria:

a. Have the operating permit requirements been met? ☐ Yes ☐ No

b. Is the required nitrogen BMP in place and properly functioning? ☐ Yes ☐ No

Any "no" answer indicates noncompliance.

Describe verification methods and results:

Attached supporting documentation: ☐ Operating permit (Attach) ☐ _____

5. Soil separation – Compliance component #5 of 5

Date of installation _____ (mm/dd/yyyy) ☒ Unknown

Shoreland/Wellhead protection/Food beverage lodging? ☒ Yes ☐ No

Compliance criteria (select one):

5a. *For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment:* Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No*
5b. *Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment:* Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*	☒ Yes ☐ No*
5c. *"Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules 7080. 2350 or 7080.2400 (Advanced Inspector License required)* Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No*

***Any "no" answer above indicates the system is failing to protect groundwater.**

Describe verification methods and results:

Attached supporting documentation:

- ☐ Soil observation logs completed for the report (Attach)
- ☒ Two previous verifications of required vertical separation *(Attach)*
- ☐ Not applicable (No soil treatment area)
- ☐ _____

Indicate depths or elevations

A. Bottom of distribution media	
B. Periodically saturated soil/bedrock	
C. System separation	36+
D. Required compliance separation*	36

*May be reduced up to 15 percent if allowed by Local Ordinance.

Upgrade requirements: *(Minn. Stat. § 115.55) An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.*

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Sewage tank integrity assessment form

Subsurface Sewage Treatment Systems (SSTS) Program

Purpose: This form **may** be used to certify the compliance status of the sewage tank components of the SSTS. **This form is not a complete SSTS inspection report, only a tank integrity assessment, and may only certify sewage tank compliance status when entirely completed and signed by a qualified professional.** SSTS compliance inspection report forms can be found at: https://www.pca.state.mn.us/water/inspections.

Instructions: This form may be completed, and signed, by a Designated Certified Individual (DCI) of a licensed SSTS inspection, maintenance, installation, or service provider business who personally conducts the necessary procedures to assess the compliance status of each sewage tank in the system. A copy of this information should be submitted to the system owner and be maintained by the licensed SSTS business for a period of five (5) years from the assessment date.

When this form is signed by a qualified certified professional, it becomes *necessary supporting documentation* to an Existing System Compliance Inspection Report: Compliance inspection form - Existing system (wq-wwists4-31b). This form can be found on the MPCA website at https://www.pca.state.mn.us/water/inspections.

The information and certified statement on this form is **required** when existing septic tank compliance status is determined by an individual other than the SSTS Inspector that submits an inspection report. This form represents a third party assessment of SSTS component compliance and is allowable under Minn. R. 7082.0700, subp. 4 Item (B) subitem (1). This form is valid for a period of three years beyond the signature date on this form unless a new evaluation is requested by the owner or owner's agent or is required according to local regulations. Additional Administrative Rule references for this activity can be found at Minn. R. 7082.0700, subp. 4 Items B, C, and D; 7083.0730 Item C.

☒ **Certificate of sewage tank compliance**

Affirm all three statements:

- ☒ The SSTS does not contain a seepage pit, cesspool, drywell, leaching pit, or other pit.
- ☒ It does not contain a sewage tank that was designed to be watertight, but subsequently leaks below the designed operating depth.
- ☒ It does not represent an imminent safety threat by reason of unsecured, damaged, or weak maintenance hole cover(s) or other unsafe condition.

☐ **Notice of sewage tank non-compliance**

Select all that apply:

- ☐ The SSTS has a seepage pit, cesspool, drywell, leaching pit, or other pit – **"Failure to Protect Groundwater."**
- ☐ It has a sewage tank that was designed to be watertight, but subsequently leaks below the designed operating depth – **"Failure to Protect Groundwater."**
- ☐ It presents a threat to public safety by reason of unsecured, damaged, or weak maintenance hole cover(s) or other unsafe condition – w**"Imminent Threat to Public Health or Safety."**

Company information

Company name: Ron-ex

Business license number: l697

Designated Certified Individual (DCI) information

Print name: Ron Myers

Certification number: c3046

I personally conducted the work described above as a Designated Certified Individual of a Minnesota-licensed SSTS inspection, maintenance, installation, or service provider Business. I personally conducted the necessary procedures to assess the compliance status of each sewage tank in this SSTS.

***By typing/signing my name below**, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.*

Designated Certified Individual's signature: Ron Myers *(This document has been electronically signed.)*

Date (mm/dd/yyyy): 7/6/25

OCT 2 8 2013

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

Compliance Inspection Form

Existing Subsurface Sewage Treatment Systems (SSTS)

Doc Type: Compliance and Enforcement

Inspection results based on Minnesota Pollution Control Agency (MPCA) requirements and attached forms – additional local requirements may also apply.

Submit completed form to Local Unit of Government (LUG) and system owner within 15 days

For local tracking purposes:

System Status

System status on date (mm/dd/yyyy): 10/23/2013

☒ **Compliant – Certificate of Compliance**
(Valid for 3 years from report date, unless shorter time frame outlined in Local Ordinance.)

☐ **Noncompliant – Notice of Noncompliance**
(See Upgrade Requirements on page 3.)

Reason(s) for noncompliance *(check all applicable)*

- ☐ Impact on Public Health *(Compliance Component #1) – Imminent threat to public health and safety*
- ☐ Other Compliance Conditions *(Compliance Component #3) – Imminent threat to public health and safety*
- ☐ Tank Integrity *(Compliance Component #2) – Failing to protect groundwater*
- ☐ Other Compliance Conditions *(Compliance Component #3) – Failing to protect groundwater*
- ☐ Soil Separation *(Compliance Component #4) – Failing to protect groundwater*
- ☐ Operating permit/monitoring plan requirements *(Compliance Component #5) – Noncompliant*

Property Information

Parcel ID# or Sec/Twp/Range: 12-0-017303

Property address: 68689 350th Place Hill City MN, 55748
Reason for inspection: Sale ofProperty

Property owner: Doug Jordahl
Owner's phone: 952-221-5971

or

Owner's representative:
Representative phone:

Local regulatory authority: Aitkin County Planing & Zonning
Regulatory authority phone: 218-927-7342

Brief system description: 1860 combo pumping to a 1000 gal. collection tank gravity to a 1500 gal pump tank going to a field of 5-50' chambers.

Comments or recommendations:

Certification

I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

Inspector name: Duane Niesen
Certification number: 5733

Business name: Home Services by Niesen
License number: 2581

Inspector signature:
Phone number: 218-244-1808

Necessary or Locally Required Attachments

☒ Soil boring logs ☒ System/As-built drawing ☐ Forms per local ordinance

☐ Other information (list):

Property address: 68689 350th Place Hill City MN, 55748 Inspector initials/Date: DN | 10/23/2013 *(mm/dd/yyyy)*

1. Impact on Public Health – Compliance component #1 of 5

Compliance criteria:

System discharges sewage to the ground surface.	☐ Yes ☒ No
System discharges sewage to drain tile or surface waters.	☐ Yes ☒ No
System causes sewage backup into dwelling or establishment.	☐ Yes ☒ No

Any "yes" answer above indicates the system is an imminent threat to public health and safety.

Comments/Explanation:
Home owner stated no problems with system.

Verification method(s):

- ☒ Searched for surface outlet
- ☒ Searched for seeping in yard/backup in home
- ☒ Excessive ponding in soil system/D-boxes
- ☒ Homeowner testimony *(See Comments/Explanation)*
- ☐ "Black soil" above soil dispersal system
- ☐ System requires "emergency" pumping
- ☐ Performed dye test
- ☐ Unable to verify *(See Comments/Explanation)*
- ☐ Other methods not listed *(See Comments/Explanation)*

2. Tank Integrity – Compliance component #2 of 5

Compliance criteria:

System consists of a seepage pit, cesspool, drywell, or leaching pit. *Seepage pits meeting 7080.2550 may be compliant if allowed in local ordinance*	☐ Yes ☒ No
Sewage tank(s) leak below their designed operating depth. If yes, which sewage tank(s) leaks:	☐ Yes ☒ No

Any "yes" answer above indicates the system is failing to protect groundwater.

Comments/Explanation:

Verification method(s):

- ☐ Probed tank(s) bottom
- ☒ Examined construction records
- ☐ Examined Tank Integrity Form *(Attach)*
- ☒ Observed liquid level below operating depth
- ☒ Examined empty (pumped) tanks(s)
- ☒ Probed outside tank(s) for "black soil"
- ☐ Unable to verify *(See Comments/Explanation)*
- ☐ Other methods not listed *(See Comments/Explanation)*

3. Other Compliance Conditions – Compliance component #3 of 5

a. Maintenance hole covers are damaged, cracked, unsecured, or appear to be structurally unsound. ☐ Yes* ☒ No ☐ Unknown

b. Other issues *(electrical hazards, etc.)* to immediately and adversely impact public health or safety. ☐ Yes* ☒ No ☐ Unknown
***System is an imminent threat to public health and safety.**

Explain:

c. System is non-protective of ground water for other conditions as determined by inspector . ☐ Yes* ☒ No
***System is failing to protect groundwater.**

Explain:

Property address: 68689 350th Place Hill City MN, 55748 Inspector initials/Date: DN | 10/23/2013 (mm/dd/yyyy)

4. Soil Separation – Compliance component #4 of 5

Date of installation: 9/23/2001 (mm/dd/yyyy) ☐ Unknown

Shoreland/Wellhead protection/Food beverage lodging? ☒ Yes ☐ No

Compliance criteria:

For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment: Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No
Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment: Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*	☒ Yes ☐ No
"Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules (7080. 2350 or 7080.2400 (Advanced Inspector License required) Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.	☐ Yes ☐ No

Any "no" answer above indicates the system is failing to protect groundwater.

Verification method(s):

Soil observation does not expire. Previous soil observations by two independent parties are sufficient, unless site conditions have been altered or local requirements differ.

☒ Conducted soil observation(s) *(Attach boring logs)*
☐ Two previous verifications (Attach boring logs)
☐ Not applicable *(Holding tank(s), no drainfield)*
☐ Unable to verify *(See Comments/Explanation)*
☐ Other *(See Comments/Explanation)*

Comments/Explanation:

Indicate depths or elevations

A. Bottom of distribution media	18"
B. Periodically saturated soil/bedrock	18"
C. System separation	36"
D. Required compliance separation*	36"

*May be reduced up to 15 percent if allowed by Local Ordinance.

5. Operating Permit and Nitrogen BMP* – Compliance component #5 of 5 ☒ Not applicable

Is the system operated under an Operating Permit? ☐ Yes ☐ No **If "yes", A below is required**

Is the system required to employ a Nitrogen BMP? ☐ Yes ☐ No **If "yes", B below is required**

BMP = Best Management Practice(s) specified in the system design

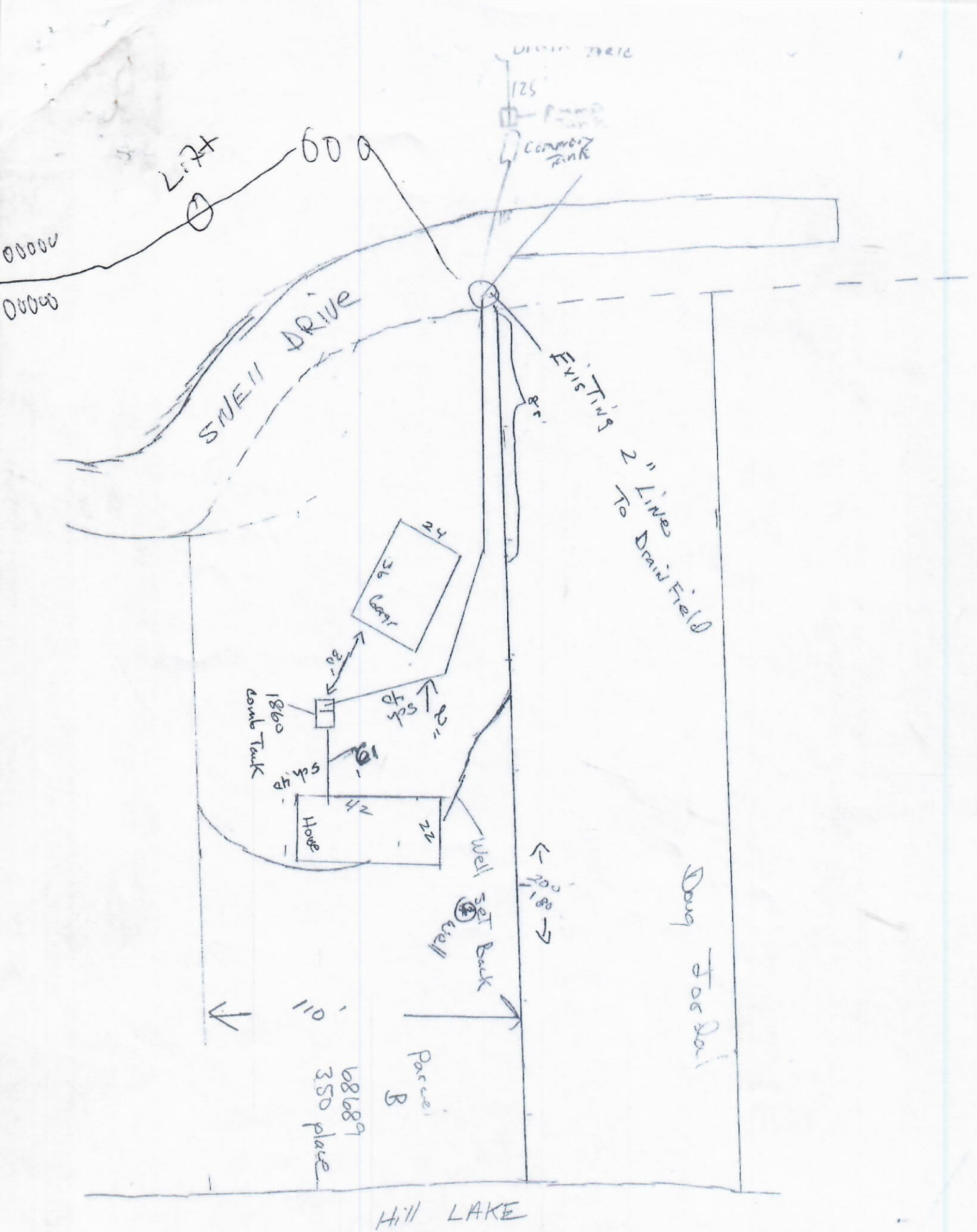
If the answer to both questions is "no", this section does not need to be completed.

Compliance criteria

a. Operating Permit number: _____ Have the Operating Permit requirements been met?	☐ Yes ☐ No
b. Is the required nitrogen BMP in place and properly functioning?	☐ Yes ☐ No

Any "no" answer indicates Noncompliance.

Upgrade Requirements *(Minn. Stat. § 115.55) An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.*


125
Concrete tank
600
Lift
SNELL DRIVE
Existing 2" Lined To Drain Field
24
30' Garage
30'
1860 Concrete Tank
at 4%
2%
at 4%
61'
Well
Set Back
200'
180'
Douglas Fir
110'
Parcel B
68689
350 place
Hill LAKE

FIELD EVALUATION SHEET 6-10-02

NAME Doug & Brad Jordahl PERMIT # 29259
PARCEL # 12-0-017303 TWP 52 SECTION 11

CHECK THE FOLLOWING PRIOR TO INSPECTION

_____ NAME OF SITE EVALUATOR
_____ NAME OF DESIGNER
_____ NAME OF INSTALLER

_____ LOT OF RECORD BEFORE 1-21-92 (SL) IR 1-10-95 (NSL), IF NO, ALT.SITE?____
_____ SITE PLAN WITH SETBACK DISTANCES AND DIMENSIONS
_____ ARE ISTS SITES PROTECTED FROM DAMAGE? IF NOT, WHEN_____
_____ DESIGN_____ PERC TESTS_____ SOIL BORINGS, 2 PER SITE
_____ NUMBER OF BEDROOMS (INCLUDE POTENTIAL)
_____ CROSS SECTION SHEET _____ TRENCH DESIGN SHEET
_____ MOUND DESIGN SHEET _____ OTHER OR PERFORM.
_____ PRESSURE DISTRIBUTION SHEET _____ PUMP CALC. TEST
_____ WATER USE CALCULATIONS_____
_____ GARBAGE DISPOSAL _____ HOT TUB
_____ EASEMENTS ON LOT, IS ROAD PUBLIC OR PRIVATE SEE DEED/PLAT
_____ NATURAL LANDSCAPE PROTECTION PLAN

By Mail

STAKING: BUILDINGS_____, DRAINFIELD_____, BORINGS_____, WELL___
BUILDING SETBACKS: ROAD_____, SIDE_____, REAR_____, BLUFF_____,
LAKE/RIVER_____
COMPLETE DURING SITE EVALUATION
___BUILDINGS STAKED ___DRAINFIELD STAKED _____BORINGS STAKED
_____WELL STAKED

SETBACKS (MEASURE DISTANCE)

	DRAINFIELD	HOUSE
FLOOD PLAIN	YES/NO	YES/NO
WETLANDS	YES/NO	YES/NO
LAKE, RIVER, PROTECTED WATERS	_____	775'
ROAD RIGHT OF WAY	_____	321'
BLUFF	_____	NO
SIDE LOT LINE	_____	210'
REAR LOT LINE	_____	OK
HOUSE OR OTHER STRUCTURE	_____	_____
WELL	_____	OK
EASEMENTS	_____	_____
NEIGHBORING WELL (S) TO ISTS	_____(1) _____(2)	_____(3) _____(4)
DRAINFIELD AREA DISTURBED	_____	

CONFORMING SEPTIC SYSTEM: YES _____NO If no, list reasons below.
COMMENTS OR PROBEMS (drainage, swales, wetlands, need gutters, etc.) HOLDING TANK

APPROVED: YES OR NO

INSPECTORS NAME _____ DATE 6-11-02 #PICTURES___

SOIL BORING LOGS AND SKETCH PLAN ON REVERSE SIDE

CRV Filed
Auditor's CRV # 48331
No Delinquent Taxes and Transfer Entered
Kirk Peysar, County Auditor
State Deed Tax Paid
Lori Grams, County Treasurer

Doc No: A462554

Certified Filed and/or Recorded on
3/2/2021 9:00 AM

Office of the County Recorder
Aitkin County, Minnesota
Michael T. Moriarty, County Recorder

Package: 70829 Tara

WAD 3/3

REC FEE	$46.00
SDT	$150.15
eCRV #	1218832

(Top 3 inches reserved for recording data)

WARRANTY DEED **Minnesota Uniform Conveyancing Blanks**

Individual(s) to Individual(s) **Form 10.1. 1 (2016)**

eCRV number: 1218832

COPY

DEED TAX DUE: $150.15

DATE: February 22, 2021

FOR VALUABLE CONSIDERATION, Frank Rekuski, a single person("**Grantor(s)**"), hereby convey(s) and warrant(s) to Jean A. Rost and Justin R. Rost and Lanny L. Rost ("**Grantee(s)**"),

(Check only one box) ☐ tenants in common, ☒ joint tenants *(if more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)*

real property in Aitkin County, Minnesota, legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

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

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

Check applicable box:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor(s)

Frank Rekuski

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on February 22, 2021, by Frank Rekuski, a single person.

(Stamp)
CAROL M. HOGE
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2025

Carol Hoge
(signature of notarial officer)

Title (and Rank): Notary

My Commission Expires: 1-31-2025

THIS INSTRUMENT WAS DRAFTED BY:

Partners Title, LLC
7373 Kirkwood Court N, Suite 105
Maple Grove, MN 55369

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

Jean A. Rost and Justin R. Rost and Lanny L. Rost
~~XXX 350th Place~~ 12801 Cty Rd 3522
~~Hill City, MN 55748~~ Ada, OK 74820

MN62127

EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

All that part of Government Lot 1, Section 11, Township 52, Range 26, described as follows:

Beginning at the northeast corner of said Government Lot 1; thence West a distance of 408.34 feet; thence South 11 degrees 30 minutes 54 seconds West a distance of 84.45 feet; thence South 36 degrees 53 minutes 14 seconds East a distance of 61.68 feet; thence South 62 degrees 36 minutes 24 seconds East a distance of 75.35 feet; thence South a distance of 303.76 feet to the south line of the northerly 475 feet of said Government Lot 1; thence east along the south line of said northerly 475 feet a distance of 282 feet, more or less, to the east line of said Government Lot 1; thence North 3 degrees 12 minutes 37 seconds East, along the east line of said Government Lot 1; a distance of 475.73 feet to the point of beginning and there terminating.

Together with an easement for ingress and egress as shown in document filed March 25, 2001, as Document No. 329872 and re-filed April 19, 2001, as Document No. 330388.

Parcel 2:

All that part of the northerly 110.00 feet of Government Lot 1, Section 11, Township 52, Range 26, which lies westerly of the following described line:

Commencing at the northeast corner of said Government Lot 1; thence West a distance of 408.34 feet to the point of beginning; thence South 11 degrees 30 minutes 54 seconds West a distance of 84.45 feet; thence South 36 degrees 53 minutes 14 seconds East a distance of 30.00 feet and there terminating;

Aitkin County, Minnesota.

Abstract Property.

CRV Filed
Auditor's CRV # 48331
No Delinquent Taxes and Transfer Entered
Kirk Peysar, County Auditor
State Deed Tax Paid
Lori Grams, County Treasurer

Doc No: A462554

Certified Filed and/or Recorded on
3/2/2021 9:00 AM

Office of the County Recorder
Aitkin County, Minnesota
Michael T. Moriarty, County Recorder

Package: 70829 Tara

WAD 3/3

REC FEE	$46.00
SDT	$150.15
eCRV #	1218832

(Top 3 inches reserved for recording data)

WARRANTY DEED **Minnesota Uniform Conveyancing Blanks**

Individual(s) to Individual(s) **Form 10.1. 1 (2016)**

eCRV number: 1218832

COPY

DEED TAX DUE: $150.15

DATE: February 22, 2021

FOR VALUABLE CONSIDERATION, Frank Rekuski, a single person("**Grantor(s)**"), hereby convey(s) and warrant(s) to Jean A. Rost and Justin R. Rost and Lanny L. Rost ("**Grantee(s)**"),

(Check only one box) ☐ tenants in common, ☒ joint tenants *(if more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)*

real property in Aitkin County, Minnesota, legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

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

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

Check applicable box:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor(s)

Frank Rekuski

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on February 22, 2021, by Frank Rekuski, a single person.

(Stamp)
CAROL M. HOGE
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2025

Carol Hoge
(signature of notarial officer)

Title (and Rank): Notary

My Commission Expires: 1-31-2025

THIS INSTRUMENT WAS DRAFTED BY:

Partners Title, LLC
7373 Kirkwood Court N, Suite 105
Maple Grove, MN 55369

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

Jean A. Rost and Justin R. Rost and Lanny L. Rost
~~XXX 350th Place~~ 12801 Cty Rd 3522
~~Hill City, MN 55748~~ Ada, OK 74820

MN62127

EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

All that part of Government Lot 1, Section 11, Township 52, Range 26, described as follows:

Beginning at the northeast corner of said Government Lot 1; thence West a distance of 408.34 feet; thence South 11 degrees 30 minutes 54 seconds West a distance of 84.45 feet; thence South 36 degrees 53 minutes 14 seconds East a distance of 61.68 feet; thence South 62 degrees 36 minutes 24 seconds East a distance of 75.35 feet; thence South a distance of 303.76 feet to the south line of the northerly 475 feet of said Government Lot 1; thence east along the south line of said northerly 475 feet a distance of 282 feet, more or less, to the east line of said Government Lot 1; thence North 3 degrees 12 minutes 37 seconds East, along the east line of said Government Lot 1; a distance of 475.73 feet to the point of beginning and there terminating.

Together with an easement for ingress and egress as shown in document filed March 25, 2001, as Document No. 329872 and re-filed April 19, 2001, as Document No. 330388.

Parcel 2:

All that part of the northerly 110.00 feet of Government Lot 1, Section 11, Township 52, Range 26, which lies westerly of the following described line:

Commencing at the northeast corner of said Government Lot 1; thence West a distance of 408.34 feet to the point of beginning; thence South 11 degrees 30 minutes 54 seconds West a distance of 84.45 feet; thence South 36 degrees 53 minutes 14 seconds East a distance of 30.00 feet and there terminating;

Aitkin County, Minnesota.

Abstract Property.

1/1

NO DELINQUENT TAXES AND TRANSFER ENTERED
THIS 21 DAY OF Jan 20 20
CERTIFICATE OF REAL ESTATE VALUE
( )FILED - CRV#_____ (✓)NOT REQUIRED

Kirk Peysar
AITKIN COUNTY AUDITOR

Elizabeth Harmon
DEPUTY

A455260

Office of the County Recorder
Aitkin County, Minnesota

I HEREBY CERTIFY THE WITHIN INSTRUMENT WAS FILED, AND/OR RECORDED ON 1/21/2020 9:00 AM

PACKAGE: 64931 REC FEE: $46.00

Michael T. Moriarty, Aitkin County Recorder

COPY

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

Minnesota Uniform Conveyancing Blanks
Form 10.3.1 (2016)

eCRV number: _____

DEED TAX DUE: $ 1.65

DATE: 11/6/19 *(month/day/year)*

FOR VALUABLE CONSIDERATION, Teresa A. Jordahl f/k/a Teresa A. Vork and Bradley A. Jordahl, wife and husband *(insert name and marital status of each Grantor)* ("**Grantor**"),

hereby conveys and quitclaims to Bradley A. Jordahl and Teresa A. Jordahl, as Trustees of *(insert name of each Grantee)* The Trust Agreement of Bradley and Teresa Jordahl ("**Grantee**"), as

(Check only one box.)

☐ tenants in common,
☐ joint tenants,

(If more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)

real property in Aitkin County, Minnesota, legally described as follows:

→ See attached EXHIBIT A.

The total consideration for the transfer of this property is less than $500.00.

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

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

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

Grantor

(signature) Teresa A. Jordahl

(signature) Bradley A. Jordahl

State of Minnesota, County of Hennepin

This instrument was acknowledged before me on 11/6/19 *(month/day/year)*, by Teresa A. Jordahl and Bradley A. Jordahl, wife and husband

(insert name and marital status of each Grantor)

(Stamp)

Lebrent Dewayne Speed
Notary Public - Minnesota
My Commission Expires 01/31/2022

(signature of notarial officer)

Title (and Rank): Notary

My commission expires: 1/31/22 *(month/day/year)*

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

JOHNSON LAW GROUP, P.A. (EAD)
6465 Wayzata Blvd., Suite 304
Minneapolis, Minnesota 55426
952-443-6560

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

Bradley A. Jordahl and Teresa A. Jordahl, Trustees of
The Trust Agreement of Bradley and Teresa Jordahl
1259 130 Lane N.W.
Coon Rapids, Minnesota 55448

AITKIN COUNTY DEED TAX
No 12371 Date 01-21-20
1.65 Dollars Paid
Lori Yeams
COUNTY TREASURER
By Julie Hughes Deputy

EXHIBIT A

Legal Description

All that part of Government Lot 1, Section 11, Township 52 North, Range 26 West of the Fourth Principal Meridian, Aitkin, Minnesota, described as follows: Commencing at the northeast corner of said Government Lot 1; thence West, along the north line of Government Lot 1, a distance of 321.20 feet; thence South 220.00 feet to the point of beginning; thence North a distance of 48.75 feet; thence North 62 degrees 36 minutes 24 seconds West a distance of 75.35 feet; thence North 36 degrees 53 minutes 14 seconds West a distance of 34.06 feet to the south line of the north 110.00 feet of said Government Lot 1; thence West, a distance of 268 feet; more or less, along said south line, to the shore of Hill Lake; thence southerly, along the shore of Hill Lake, a distance of 115 feet, more or less, to a line that bears West from the point of beginning; thence East a distance of 370 feet, more or less, to the point of beginning and there terminating.

→ 330388 FILED APR 19 '01 AT 9A M Carroll M. Janzen, County Recorder
329872 FILED MAR 26 '01 AT 9A M Carroll M. Janzen, County Recorder

7/12/00-Declaration.pe File No. 12460.66

DECLARATION OF PRIVATE EASEMENTS

This declaration of private access and sewage system easements, made and declared on this 28th day of June, 2000, by Amber-Donn-Grant Construction, Inc. ("ADG"), a corporation under the laws of Minnesota (herein after referred to as "Declarant").

COPY

RECITALS

WITNESSETH THAT:

WHEREAS, Declarant is a fee owner of real property lying and being in the County of Aitkin, State of Minnesota, legally described as:

See Attached Exhibit A

(incorporated herein by this reference)

WHEREAS, Declarant desires to declare and establish a private driveway easement, which will benefit and burden the Parcels for the purpose of creating a perpetual non-exclusive driveway easement over and across Parcel E for the benefit of said Parcels A, B, C, D and E for vehicular and pedestrian traffic for egress and ingress to and from said Parcels; and to provide for the maintenance of said private driveway as hereinafter provided.

WHEREAS, Declarant desires to further declare and establish over Parcel D for the benefit of Parcel E an exclusive easement and privilege of egress and ingress for vehicular (both land and marine) and pedestrian traffic and the exclusive privilege of placing a dock, mooring, house boats, launches, boats, and all types and kinds of water craft along the shores and water frontage, and to declare and establish the right to swim and fish along the shores and water frontage and to swim and fish from any dock placed on the shores and water frontage of the easement area.

WHEREAS, Declarant desires to further declare and establish a private sewer system (including septic tank and drain field) and to provide an easement for the construction, maintenance, repair and replacement of said private sewer system for the benefit of Parcels A, B, C, D and E over, under and across part of Parcel E; and

→ This easement is being re-recorded to correct the typographical errors in the legal description of the drain field in Section D.

WHEREAS, said land is subject to a certain mortgage and mortgagee has consented to this Declaration as evidenced herein below.

NOW THEREFORE, in consideration of the premises, the Declarant hereby declares that the Parcels are and shall be held, transferred, sold, conveyed and occupied subject to the easements and covenants hereinafter set forth, which easements and covenants shall burden and benefit and run with the land of the particular Parcels described hereinafter and be binding upon and inure to the benefit of all parties having any right, title, or interest in such Parcels or any part thereof, their heirs, successors, and assigns and are described as follows:

PRIVATE COMMON ACCESS EASEMENT (DRIVEWAY)

A. Declarant further declares, covenants and imposes the following: a perpetual, non-exclusive easement for the benefit of Parcels A, B, C, D and E for vehicular and pedestrian traffic, for egress and ingress to and from said Parcels over, under and across said part of Parcel E described as follows:

A 66.00 foot strip of land over, under and across that part of Government Lot 1, Section 11, Township 52 North, Range 26 West of the 4th Principal Meridian which lies within 33.00 feet and on either side of the following described center line;

commencing at the Northeast Corner of said Government Lot 1; thence West, along the North line of said Government Lot 1, a distance of 374.66 feet; thence North 11 degrees 30 minutes 54 seconds East a distance of 5.00 feet to the point of beginning of the line to be described; thence South 11 degrees 30 minutes 54 seconds West a distance of 81.35 feet; thence South 36 degrees 53 minutes 14 seconds East a distance of 39.32 feet; thence South 62 degrees 36 minutes 24 seconds East a distance of 87.89 feet; thence South a distance of 189.31 feet to Point A; thence continuing South a distance of 60.00 feet and there terminating; together with an easement for the purposes described aforesaid over, under and across that part of said Government Lot 1 not included in the above-described easement, which lies within the circumference of a circle having a radius of

60.00 feet. The center of said circle is a point 33.00 feet East from Point A.

ACCESS EASEMENT TO HILL LAKE

B. Declarant further declares, covenants and imposes the following: a perpetual easement for the benefit of Parcel E for (i) vehicular (land and marine) and pedestrian traffic for egress and ingress to and from said Parcel E to the shore of Hill Lake, (ii) placing, maintaining, and using for a dock, mooring, house boats, launches, boats and all types of water craft along the shores and lake frontage (the 45-foot easement strip described below), (iii) transporting boats and trailers upon, in and across the easement area, (iv) use of the dock, lake shore frontage and water's edge for swimming and fishing; all over, under and across the following described real property and (v) the right to construct a driveway to lake and to acquire all trees, grasses and herbage, now existing or growing or hereafter planted and grown upon or within said 45 foot strip of land:

That part of Parcel D embraced within the following described real property:

The Southerly 45.00 feet of the Northerly 475.00 feet of that part of said Government Lot 1, which lies Westerly of the following described line:

Commencing at the Northeast Corner of said Government Lot 1; thence West, along the North line of said Government Lot 1, a distance of 321.20 feet; thence South 475.00 feet to the South line of the North 475.00 feet and there terminating.

PRIVATE SEWER LINE EASEMENT

C. Declarant further declares, covenants and imposes the following: a perpetual non-exclusive easement for the benefit of Parcels A, B, C, D and E for use and enjoyment for private sewer line purposes (including sewer pipe and appurtenances) in, over and upon that part of land of said Declarant described herein as follows:

(i) A 66.00 foot strip of land over, under and across that part of Government Lot 1, Section 11, Township 52 North, Range 26 West, of the 4th Principal Meridian, which lies within 33.00 feet and on either side of the following described center line;

commencing at the Northeast Corner of said Government Lot 1; thence West, along the North line of said Government Lot 1, a distance of 374.66 feet; thence North 11 degrees 30 minutes 54 seconds East a distance of 5.00 feet to the point of beginning; thence South 11 degrees 30 minutes 54 seconds West a distance of 81.35 feet; thence South 36 degrees 53 minutes 14 seconds East a distance of 39.32 feet; thence South 62 degrees 36 minutes 24 seconds East a distance of 87.89 feet; thence South a distance of 189.31 feet to Point A; thence continuing South a distance of 60.00 feet and there terminating

together with an easement for the purposes described aforesaid over, under and across that part of said Government Lot 1 not included in the above-described easement, which lies within the circumference of a circle having a radius of 60.00 feet. The center of said circle is a point 33.00 feet East from Point A.

ALSO

(ii) A perpetual easement (being a 20-foot strip of land) upon, in and across that part of Government Lot 1, Section 11, Township 52 North, Range 26 West, of the 4th Principal Meridian, which lies within 10.00 feet of and on either side of the following described center line:

Commencing at the Northeast Corner of said Government Lot 1; thence South 3 degrees 12 minutes 37 seconds West, along the East line of said Government Lot 1, a distance of 148.74 feet; thence North 72 degrees 40 minutes 11 seconds East a distance of 5.00 feet to the point of beginning; thence South 72 degrees 40 minutes 11 seconds West a distance of 275.95 feet and there terminating.

C-1. The present and future owner(s) of each of said Parcels A, B, C, D and E, as appurtenant to each Parcel, shall have the right at all times hereafter to connect to and use any and all private sanitary sewer main, including pipes and appurtenances (and the septic tank and drain field referred to paragraph D below) (hereinafter collectively "the private sewer system") and to maintain, replace and use the private sewage system initially constructed or to be constructed by Declarant within the easement areas referred to herein, as established by the terms of this paragraph C and paragraph D Drain Field Provisions, below.

DRAIN FIELD PROVISIONS

D. Declarant further declares, covenants and imposes the following: a perpetual non-exclusive easement for use and enjoyment for septic tank and drain field purposes for the benefit of said Parcels A, B, C, D and E, in, over and upon that part of said Parcel E described as follows:

All that part of the West 250.00 feet of the Southwest Quarter of the Northwest Quarter of Section 12, Township 52 North, Range 26 West of the 4th Principal Meridian, which lies Northerly in the following described line:

Commencing at the Northwest Corner of said ~~Northwest~~ Southwest Quarter of the Northwest Quarter; thence South 3 degrees 12 minutes 37 seconds West along the West line of said ~~Northwest~~ Southwest Quarter of the Northwest Quarter, a distance of 475.73 feet to the beginning of the line to be described; thence East a distance of 250.39 feet to the East line of the West 250.00 feet of the ~~Northwest~~ Southwest Quarter of the Northwest Quarter.

D-1. The present and future owners of said Parcels A, B, C, D and E as appurtenant to their parcel shall have the right at all times hereafter to discharge and pass into the private sewer system (including, specifically, the septic tank and drain field to be constructed by Declarant) sewage water generated at and from any of such Parcels A, B, C, D and E.

MAINTENANCE AND REPAIR PROVISION

E. Declarant hereby declares that the above-described real property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and charges hereinafter set forth in this paragraph E.

(a) Share Proportion. That until a residential dwelling (year-round or seasonal) is constructed on Parcel A, the owner of each Parcel will do and hereby assume and agree to pay the following proportions of the cost of maintaining, repairing, and replacing, if necessary, the private common access easement (sometimes herein referred to as "Private Snell Drive") and the common sanitary sewer main septic tank and drain field, described above, as constructed in, under and upon that easement area described above at least to the standard necessary for reasonable egress and ingress over Private Snell Drive to said Parcels for

vehicular and pedestrian traffic, including trucks customarily going upon said Parcels, and also the cost of repairing, maintaining and replacing, if necessary, the private sewage system to a standard complying with all applicable laws and ordinances but in all events, necessary to provide reasonable discharge and treatment of the sewage water generated and passing from each parcel: 30% to Parcel B, 30% to Parcel C, 30% to Parcel D, 10% to Parcel E.

After completion of a residential dwelling (year-round or seasonal) on Parcel A, the proportions to be borne by the respective owners shall be changed to the following: 22-1/2% to Parcel A, 22-12/% to Parcel B, 22-1/2% to Parcel C, 22-1/2% to Parcel D, 10% to Parcel E.

(b) No Exemptions. No owner may exempt himself from the liability for maintenance, repair, or replacement of Private Snell Drive or of the private sewage system by waiver of the use or enjoyment of any of the improvements within the easements or by abandonment of the Parcel.

(c) Deed. Each of the owners of the Parcels described herein hereby covenant with each owner of the other Parcels, and each owner of a Parcel described herein, by acceptance of a deed therefor, whether or not it shall be so expressed in such conveyance, shall be and hereby is deemed to covenant to then owners of all the Parcels described herein, that he/she/they shall pay promptly when due his/her/their proportionate share of the cost described in the language above. The cost described above shall be a personal obligation of the person or persons who are the owner(s) of such Parcel(s) at the time when such costs were incurred, and said obligations shall not pass to his/her/their successor in title unless expressly assumed by them.

MISCELLANEOUS

1. Governing Law. This Declaration shall be governed by and construed and enforced in accordance with the laws of the state of Minnesota.

2. Entire Agreement. This Declaration constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Declaration shall not be binding upon any party or owner except to the extent incorporated herein.

3. Modification of Agreement. Any modification of this Declaration or additional obligation assumed by the Declarant or any owner in connection with this Declaration shall be binding only if evidenced in writing, signed by such Declarant or owner or an authorized representative of such person.

4. Attorney's Fees. In the event that any actions are filed in relation to this Declaration, the party who does not prevail in such action shall pay to the prevailing party, in addition to all the sums that any party may be called upon to pay, a reasonable sum for the prevailing party's attorney's fees.

5. Easements Not to Be Obstructed. The Declarant, and their successors and assigns shall use the rights granted by this instrument with due regard to the rights of others in their use of the easements, and shall not use the easements in any way that will impair the rights of others to use it and shall not obstruct passage or create a nuisance thereon.

6. Terms Binding on Successors. This Declaration and its terms shall run with the land and shall be binding upon the successors, executors, administrators and assigns of the Declarant as provided hereinabove.

IN WITNESS WHEREOF, Declarant has caused this document to be executed as of the day and year first above written.

AMBER-DONN-GRANT CONSTRUCTION, INC.
a Minnesota corporation

By _____
Its PRESIDENT

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 28 day of June, 2000, by Frank Rekuski, Jr., the President of Amber-Donn-Grant Construction, Inc., a corporation under the laws of Minnesota, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Miller Law Firm, P.A. - New Hope
9405 - 36th Avenue North
New Hope, MN 55427
(763)542-3030

HOLLY V. TROMBLEY
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2005

THIS INSTRUMENT WAS DRAFTED BY:

Miller Law Firm, P.A. - New Hope
9405 - 36th Avenue North
New Hope, MN 55427
(763)542-3030

MDCS Form No. 1003—Certificate of Acknowledgment

Miller/Davis Co. • St. Paul, MN 651-642-1988

STATE OF MINNESOTA
COUNTY OF Aitkin } ss.

On this 18th day of April, 2001 (Date), before me a notary within and for said County, personally appeared Frank Rekuski, as President for Amber-Donn-Grant Construction, Inc. to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):

BETH ANN HOFBAUER
BORSETH
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2005

Beth Ann Borseth

My Commission Expires 1/31/05

THIS INSTRUMENT WAS DRAFTED

Miller Law Firm, P.A. - New
9405 - 36th Avenue North
New Hope, MN 55427
(763)542-3030

MINCS Form No. 1003--Certificate of Acknowledgment

STATE OF MINNESOTA
COUNTY OF Aitkin } ss.

On this 18th day of April, 2001
(Date)

a notary

Frank Rekuski, as President fo
Amber-Donn-Grant Construction,

to me known to be the person described in, and who executed t

and acknowledged that he executed the same as his free ac

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):
BETH ANN HOFBAUER
BORSETH
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2005

My Commission Ex

THIS INSTRUMENT WAS DRAFTED BY:

Miller Law Firm, P.A. - New Hope
9405 - 36th Avenue North
New Hope, MN 55427

CONSENT TO MORTGAGEES

Grand Rapids State Bank, a Minnesota corporation, mortgagee of the subject property pursuant to mortgage dated July 24, 1997 with the County Recorder for Aitkin County, Minnesota, on July 28, 1997, as Document No. 303798 hereby consents to the above.

GRAND RAPIDS STATE BANK

By D. E. Wigfield
Its VICE PRESIDENT

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 29TH day of JUNE, 2000 by DAVID E. WIGFIELD, the VICE PRESIDENT of Grand Rapids State Bank, on behalf of the corporation.

Carole L. Borth
Notary Public, ITASCA County, MN

CAROLE L. BORTH
Notary Public–Minnesota
My Comm. Expires Jan. 31, 2005

CONSENT TO MORTGAGEES

Grand Rapids State Bank, a Minnesota corporation, mortgagee of the subject property pursuant to mortgage dated July 24, 1997 with the County Recorder for Aitkin County, Minnesota, on July 28, 1997, as Document No. 303798 hereby consents to the above.

GRAND RAPIDS STATE BANK

By D E. Wigfield
Its VICE PRESIDENT

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 29TH day of JUNE, 2000 by DAVID E. WIGFIELD, the VICE PRESIDENT of Grand Rapids State Bank, on behalf of the corporation.

Carole L Borth
Notary Public, ITASCA County, MN

CAROLE L. BORTH
Notary Public–Minnesota
My Comm. Expires Jan. 31, 2005

EXHIBIT A

PARCEL A:

All that part of the Northerly 110.00 feet of Government Lot 1, Section 11, Township 52 North, Range 26 West, of the 4th Principal Meridian, which lies Westerly of the following described line:

Commencing at the Northeast Corner of said Government Lot 1; thence West, along the North line of said Government Lot 1, a distance of 408.34 feet to the point of beginning; thence South 11 degrees 30 minutes 54 seconds West a distance of 84.45 feet; thence South 36 degrees 53 minutes 14 seconds East a distance of 30.00 feet and there terminating.

PARCEL B:

All that part of Government Lot 1, Section 11, Township 52 North, Range 26 West of the 4th Principal Meridian, described as follows:

Commencing at the Northeast Corner of said Government Lot 1; thence West, along the North line of said Government Lot 1, a distance of 321.20 feet; thence South 220.00 feet to the point of beginning; thence North a distance of 48.76 feet; thence North 62 degrees 36 minutes 24 seconds West a distance of 75.35 feet; thence North 36 degrees 53 minutes 14 seconds West a distance of 34.06 feet to the South line of the North 110.00 feet of said Government Lot 1; thence West, a distance of 268 feet, more or less, along said South line, to the shore of Hill Lake; thence Southerly along the shore of Hill Lake, a distance of 115.00 feet, more or less, to a line that bears West from the point of beginning; thence East a distance of 370.00 feet, more or less, to the point of beginning, and there terminating.

PARCEL C:

All that part of Government Lot 1, Section 11, Township 52 North, Range 26 West of the 4th Principal Meridian, described as follows:

Commencing at the Northeast Corner of said Government Lot 1; thence West, along the North line of said Government Lot 1, a distance of 321.20 feet; thence South 220.00 feet to the point of beginning; thence South 110.00 feet; thence West a distance of 435.00 feet, more or less, to the shore of Hill Lake; thence

Northerly, along the shore of Hill Lake, a distance of 130.00 feet, more or less, to a line which bears West from the point of beginning; thence East, a distance of 370.00 feet, more or less, to the point of beginning, and there terminating.

PARCEL D:

All that part of Government Lot 1, Section 11, Township 52 North, Range 26 West of the 4th Principal Meridian, described as follows:

Commencing at the Northeast Corner of said Government Lot 1; thence West, along the North line of said Government Lot 1, a distance of 321.20 feet; thence South 330.00 feet to the point of beginning; thence South 145.00 feet to the South line of the North 475.00 feet of said Government Lot 1; thence West a distance of 460.00 feet, more or less, to the shore of Hill Lake; thence Northeasterly along the shore of Hill Lake, a distance of 150.00 feet, more or less, to a line which bears West from the point of beginning; thence East a distance of 435.00 feet, more or less, to the point of beginning and there terminating.

PARCEL E:

All that part of Government Lot 1, Section 11, Township 52 North, Range 26 West of the 4th Principal Meridian, described as follows:

Beginning at the Northeast Corner of said Government Not 1; thence West, along the North line of said Government Lot 1, a distance of 408.74 feet; thence South 11 degrees 30 minutes 54 seconds West a distance of 84.85 feet; thence South 36 degrees 53 minutes 14 seconds East a distance of 61.68 feet; thence South 62 degrees 36 minutes 24 seconds East a distance of 75.35 feet; thence South a distance of 303.76 feet to the South line of the Northerly 475.00 feet of said Government Lot 1; thence East along the South line of said Northerly 475.00 feet a distance of 294.56 feet to the East line of said Government Lot 1; thence North 3 degrees 12 minutes 37 seconds East, along said East line of said Government Lot 1, a distance of 475.73 feet to the point of beginning and there terminating;
ALSO

All that part of the West 250.00 feet of the Southwest Quarter of the Northwest Quarter of Section 12, Township 52 North, Range 26 West, of the 4th Principal Meridian, which lies Northerly of the following described line:

07/25/2000 15:51 6125423161 F J MILLER LAW OFF PAGE 17

4/pd 19.50 Abstract Co 1/pd 19.50 → ACAC 16178

3-26-9

1

(1)

RECORDED ✓
TRACT INDEX ✓
GRANTOR ✓
GRANTEE ✓
COMPARED

4-19-9

RECORDED ✓
TRACT INDEX ✓
GRANTOR ✓
GRANTEE
COMPARED

COUNTY RECORDER
AITKIN COUNTY, MINNESOTA
FILED
MAR 26 2001 9 AM
Pamela M. Jamison
As Doc. No.
329872

COUNTY RECORDER
AITKIN COUNTY, MINNESOTA
FILED
APR 19 2001 9 AM
Pamela M. Jamison
As Doc. No.
→ 330388

Commencing at the Northwest Corner of said Northwest Quarter of the Northwest Quarter; thence South 3 degrees 12 minutes 37 seconds West, along the West line of said Northwest Quarter of the Northwest Quarter, a distance of 475.53 feet to the beginning of the line to be described; thence East a distance of 250.39 feet to the East line of the West 250.00 feet of said Northwest Quarter of the Northwest Quarter and there terminating.

Mining Operations CUP/IUP App. # 2025-000291, UID # 213922
App. Status: Pending Review

Aitkin County Planning & Zoning / Environmental Services
307 Second St. NW Room 219, Aitkin, MN 56431
Email: aitkinpz@aitkincountymn.gov
Phone: 218-927-7342
Fax: 218-927-4372

Contact Information

Applicant Contact Info:	Name: Brad Busbey Phone: (218) 820 - 3582 Email Address: bbusbey@andersonbrothers.com Mailing Address: 11325 Hwy 210 E Brainerd MN 56401
Are you the property owner?	No

Authorized Agent Form

Please attach the completed authorized agent form.:	Authorized_Agent_Signed.pdf
Property Owner Email Address:	darlowexc@hotmail.com

Project Location

Property Information:

Property Location					Legal Description			Property Attributes	
Parcel Number	**Property Address**	**Township or City Name**	**Owner Name(s)**	**Taxpayer Name(s)**	**Legal Description**	**Plat Name**	**Section-Township-Range**	**Lake Class**	**Lake Name**
29-0-021300	50540 LILY AVE MCGREGOR MN 55760	SHAMROCK TWP	GRAND TIMBER BANK	DARLOW, ERNEST E JR ETAL	SE NE LESS R/W		S:10 T:49 R:23		
29-0-022603		SHAMROCK TWP	GRAND TIMBER BANK	DARLOW, ERNEST E JR ETAL	PT NE SE LYING N OF CO RD 40 AS IN DOC 358071		S:10 T:49 R:23		

Is the site within 500 ft. of the ordinary high water level of a lake or Mississippi River, or within 300 ft. of a river or stream, or within 30 feet of the top of a bluff?	No

General Operations

Select the Proposed Operations:	Temporary/Portable Asphalt Plant
Estimated volume of material to be excavated?	23928 CuYd
What is the depth of excavation from the original surface?	2 Feet
Total area to be excavated?	3Acres
Is this application for a Public Works Project?	Yes
How will this proposal be compatible with existing land uses?	Temporary Asphalt plant operations are an allowed use under Aitkin County Mining and Reclamation Ordinance 3.3. This site has been an extractive use site for many years.
Please give a detailed explanation on why and how this proposal is meeting the Comprehensive Land Use Plan:	This proposal meets the land use plan by improving the public infrastructure of Aitkin County.

Hours of Operation

Monday - Friday Start:	06 : 00 AM
Monday - Friday End:	09 : 00 PM
Saturday Start:	06 : 00 AM
Saturday End:	09 : 00 PM
Comments:	Monday - Saturday 6am -9pm requested

Phases of Operation

Description of phases and duration of the proposed operation:	See attached
Attachment:	File 1: Darlow_Operation_Discription_IUP.pdf File 2: Darlow_Operation_Phases.pdf

Maps

Attach Map A as required in Section 3.4(C) of the Aitkin County Mining & Reclamation Ordinance:	File 1: Darlow_Existing_Conditions_Map_A.pdf
Attach Map B as required in Section 3.4(C) of the Aitkin County Mining & Reclamation Ordinance:	File 1: Darlow_Operations_Map_B.pdf
Attach Map C as required in Section 3.4(C) of the Aitkin County Mining & Reclamation Ordinance:	File 1: Darlow_End_Use_Map_C.pdf

Soil Erosion & Sediment Control Plan

Describe your soil erosion and sediment control plan:	See Attached
Attachments:	File 1: Darlow_Erosion_Control_and_Dust_Plans.pdf

Dust & Noise Control Plan

What dust control measures will be used?	Water Trucks Chloride
Describe the dust and noise control plan:	See Attached
Attachments:	File 1: Darlow_Erosion_Control_and_Dust_Plans.pdf

Septic Compliance

Is there is an existing septic system?	No

Property Deed

Attach a copy of the property deed:	File 1: Darlow_Deed_29-0-021300.pdf

Terms

General Terms

The landowner or authorized agent hereby certifies that to the best of their knowledge the application and supporting documents are a factual representation of the proposed project. The landowner or authorized agent agrees that, in making application, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicant's responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.
Submittal of the above materials does not always constitute a complete application. Other information may be necessary to complete the application based on the type of request and onsite inspection.
Said permit shall be valid for a period of time set by the Aitkin County Planning Commission; after which a permit renewal shall be required.
I acknowledge that by submitting this application, the application and its attachments are public information.

Invoice #62962 (05/14/2025) Expected Payment Method: Pay Online - Card or ECheck

Charge	Cost	Quantity	Total
Mining Operations Fee added 05/14/2025 10:54 AM $650 Flat Fee	$650.00	x 1	$650.00
Recording Fee added 05/14/2025 10:54 AM $46 Flat Fee	$46.00	x 1	$46.00
Grand Total			
		Total	**$696.00**
		Payment 05/14/2025	**$696.00**
		Due	**$0.00**

Conditions of Permit

None

Approvals

Approval	Signature
Applicant	Brad Busbey - 05/14/2025 10:55 AM 42e8259de3b6d1ce21a08e30c8638614 a56548a322acae349118a8d7365fa569
#1 Admin	Shannon Wiebusch - 05/21/2025 10:50 AM 555c58c8afc88696a37aa9e0ba030a42 b4e8ca91c73fcc6af2665302ae2b654a
#2 Planning Commission	

Print View

Aitkin County Environmental Services – Planning & Zoning
307 2nd Street NW, Room 219
Aitkin, MN 56431
(P) (218) 927-7342
(F) (218) 927-4372
(E) aitkinpz@co.aitkin.mn.us

AUTHORIZATION FORM

I hereby authorize the agent named below to act as my authorized agent for all public hearing applications and land use permits on property located at:

Parcel Numbers(s):	29-0-021300
E911 Address of Property:	50540 Lily Ave McGregor, MN

Authorized Agent Information:

Agent name:	Anderson Brothers Construction - Brad Busbey

Property Owner Information:

Owner name:	Ernest Darlow	Phone number:	218-820-3072
Email:	darlowexc@hotmail.com		
Property Owner Signature:	Ernie Darlow	Date:	5-6-25

Anderson Brothers Construction Company of Brainerd, LLC
11325 State Highway 210
Brainerd, MN 56401
218-829-1768 • Fax 218-829-7607

Building Our Communities Since 1940
An Equal Opportunity Employer

Aitkin County Environmental Services
307 2nd Street NW, Room 219
Aitkin, MN 56431

Environmental Services Planning & Zoning:

Anderson Brothers Construction LLC of Brainerd Operator along with Ernie Darlow landowner are applying for an IUP that is consistent with **Aitkin County Mining and Reclamation Ordinance 3.3,**

The purpose of the application **is** to operate a temporary, portable asphalt plant on property located on parcel # 29-0-021300 in section 10, T.49.-R.23. W. The asphalt material produced will be used for the Aitkin CSAH 5, 14 and Shamrock Township Long Point Bridge Road projects that have been awarded to Anderson Brothers Construction.

This asphalt plant site would consist of utilizing an area approximately 300ft x 300ft in size for the asphalt production. There will be an area approximately 200ft x 200ft in size for the storage of the recycled asphalt material that will be fed back into the asphalt plant for the asphalt mix.

Brad Busbey
Environmental Resource Manager
Anderson Brothers Construction

Anderson Brothers Construction Company
P.O. Box 668
Brainerd, MN 56401
218-829-1768 • Fax 218-829-7607

Building Our Communities Since 1940
An Equal Opportunity Employer

Aitkin County Environmental Services
307 2nd Street NW, Room 219
Aitkin, MN 56520

Re: Darlow Site

Phases of Operations:

Phase 1

Operations would consist of leveling an area approximately 300ft x 300ft in size in the pre-existing pit floor area. Base material will be added for stability for the asphalt plant to be set up on.

Next an area approximately 200ft x 200ft in size would be leveled for the storage of the recycled asphalt millings. These asphalt millings will be later be fed into the asphalt plant for the projects.

Phase 2

Operations will be the setup and operation of the asphalt plant. The operations for an asphalt plant include the use of temporary portable equipment which enters and leaves the site on wheels. An asphalt plant can have a variety of parts and accessories: aggregate bins, recycle bin, conveyors, HMA drum for heating/drying of aggregate and mixing aggregate with asphalt cement (AC), bag house used for dust collection purpose, silo for dumping asphalt into trucks and control trailer. Portable temporary storage tanks are placed at the time of operations that contain fuels for loaders and generators, fuel for the HMA plant burner fuel (Used oil) and AC. The operations of the asphalt plant would be approximately 4 weeks in duration.

Phase 3

Operations will be the teardown and removal of the asphalt plant when the Aitkin County projects are completed. The area then will be restored back to the original pit floor similar to what the site was previously used for.

If you have any further questions or concerns, please contact me.

Brad Busbey
Anderson Brothers Construction

Darlow Site

Existing Conditions Map A

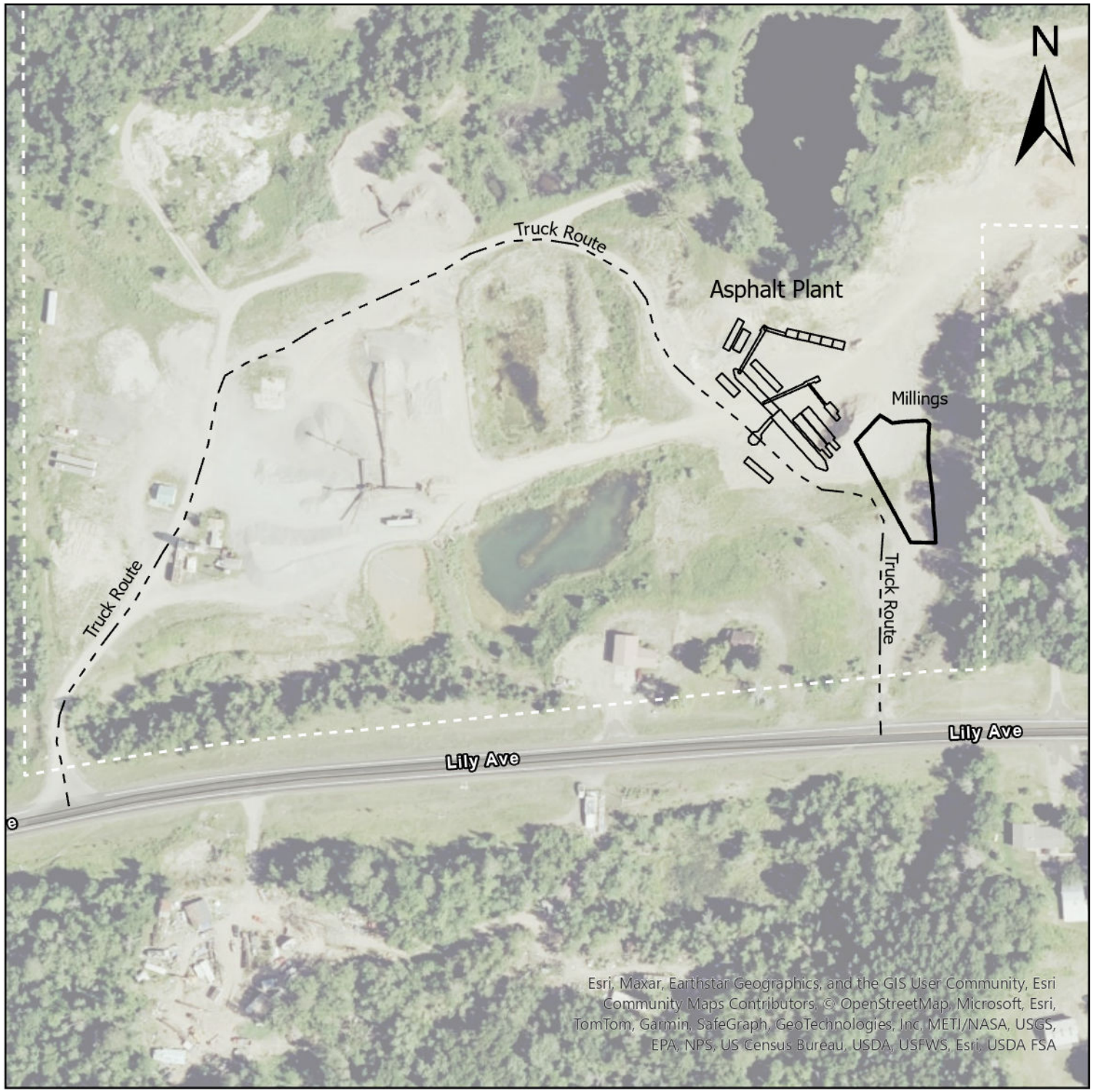
Legend

- Property Line
- Traffic
- Millings
- Ashpalt Plant

0 285 570 1,140 Feet

Darlow Site

Asphalt Operations Map B



Legend

- Property Line
- Traffic
- Millings
- Ashpalt Plant

0 130 260 520 Feet

Darlow Site

Asphalt End Use Map C

Legend

- Property Line
- Traffic
- Asphalt_Site_Area

0 85 170 340 Feet

Anderson Brothers Construction Company of Brainerd, LLC
11325 State Highway 210
Brainerd, MN 56401
218-829-1768 • Fax 218-829-7607

Building Our Communities Since 1940
An Equal Opportunity Employer

Aitkin County Environmental Services
307 2nd Street NW, Room 219
Aitkin, MN 56520

Re: Darlow Site

Soil Erosion and Sediment Control:

Anderson Brothers operates under current MPCA storm water permits. This NPDES permit (National Pollution Discharge Elimination System) covers the control of runoff to affected water bodies and is held by the proposer. A site specific SWPPP (Storm Water Pollution Prevention Plan) will be developed for asphalt production activities and are conducted in compliance with MPCA General Permit MNG490001.

Dust Control and Noise Control:

Anderson Brothers will operate equipment in accordance with State of Minnesota noise statue requirements. The haul road will be controlled by water trucks to keep dust at a minimum. If appropriate, calcium chloride may also be used to abate dust emissions. Equipment used for the operations will be maintained and operated to minimize noise and dust. Anderson Brothers' equipment has been tested and passes air emission standards. Nonmetallic mineral mining is conducted in accordance with State General Air Permit 03500058-002.

Brad Busbey
Environmental Resource Manager
Anderson Brothers Construction

CRV Filed
Auditor's CRV # 48181
No Delinquent Taxes and Transfer Entered
Kirk Peysar, County Auditor
Penalty as per MS507.235 Exempt

Doc No: A461416

Certified Filed and/or Recorded on
12/28/2020 9:00 AM

Office of the County Recorder
Aitkin County, Minnesota
Michael T. Moriarty, County Recorder

Package: 69857 Tara

CND 1/1

REC FEE	$46.00
eCRV #	1198891
WC RCVD	$50.00

This cover sheet was added by the Aitkin County Recorder's Office to allow space for the recording information of this document. It is not intended to alter the document/certified copy.

This cover sheet is now a permanent part of the recorded document.

ECRV: 1198891

CONTRACT FOR DEED

DATE: December 22, , 2020

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by GRAND TIMBER BANK, a state chartered commercial bank under the laws of the State of Minnesota ("Seller"), and Ernest E. Darlow, Sr. and Joann E. Darlow, married to one another, and Ernest E. Darlow, Jr. and Sarah M. Darlow, married to one another (collectively, "Purchaser"). *(Check box ☐ if joint tenancy.)*

Seller and Purchaser agree to the following terms:

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

Parcel I:

The Northeast Quarter of the Northeast Quarter (NE¼ of the NE¼) and the Southeast Quarter of the Northeast Quarter (SE¼ of the NE¼) both in Section 10, Township 49, Range 23. Excepting therefrom that part thereof described as Parcel No. 8 as per Aitkin County Highway Right-Of-Way Plat No. 8 on S.A.P. 01-640-01 (C.S.A.H. No. 40).

Parcel II:

The West 330 feet of the Southwest Quarter of the Northwest Quarter (SW¼ of the NW¼) of Section Eleven (11), Township Forty-nine (49), Range Twenty-three (23).

EXCEPT the South 660 feet of the West 330 feet of the Southwest Quarter of the Northwest Quarter (SW¼ of the NW¼) of Section Eleven (11), Township Forty-nine (49) Range Twenty-three (23).

Parcel III:

That part of the Northeast Quarter of the Southeast Quarter (NE¼ of SE¼) of Section Ten (10), Township Forty-nine (49), Range Twenty-three (23), lying and being North of Aitkin County Road Number 40 as said Road exists on September 16, 2002.

EXCEPT Parcel No. 9 as per Aitkin County Highway Right-Of-Way Plat No. 8 on S.A.P. 01-640-01 (C.S.A.H. No. 40),

AND the Northwest Quarter of the Northwest Quarter (NW¼ of the NW¼) of Section Eleven (11), Township Forty-nine (49), Range Twenty-three (23).

Aitkin County, Minnesota
(Abstract)

Property Address: 50540 Lily Avenue, McGregor, MN 55760

Parcel IV:

→ That part of the Southwest Quarter of the Northwest Quarter (SW¼ of the NW¼) of Section 11, Township 49, Range 23, described as follows: The North 330 feet of the South 660 feet of the West 330 feet of the East 660 feet.

AND

→ The East 660 feet of said SW¼ of NW¼, EXCEPT the South 660 feet thereof, Section 11, Township 49, Range 23.

AND

→ The North One-Half of said SW¼ of NW¼ lying North of the South 660 feet, EXCEPT the West 330 feet thereof, and EXCEPT the East 660 feet thereof, Section 11, Township 49, Range 23.

→ Together with an easement for ingress and egress being 16½ feet on each side of the following described line: Beginning at a point on the South line of the SW¼ of NW¼, Section 11, Township 49, Range 23, 660 feet Easterly of the Southwest corner of said SW¼ of NW¼; thence Northerly along a line parallel with the West line of the said SW¼ of NW¼, 370 feet and there ending.

Aitkin County, Minnesota
(Abstract Property)

Property Address: 50456 Lily Avenue, McGregor, MN 55760

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

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

Check applicable box:

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

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

(a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;

(b) Reservation of minerals or mineral rights by the State of Minnesota, if any;

(c) Utility and drainage easements which do not interfere with present improvements;

(d) Applicable laws, ordinances and regulations;

(e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and

(f) The following liens or encumbrances: easements or claims of easements not shown by public records; a portion of the Property contains wetlands which may be subject to federal, state or local regulation; minerals and mineral rights reserved by the State of Minnesota and/or former owners in Document No. 265648 and in Book 53 of Deeds, page 484; rights of the public in and to the southerly boundary line of the insured premises taken for roadway purposes as evidenced by Township Resolution filed as Document Nos. 275445 and 275644; easements as shown of record in Document Nos. 221406 and 346786.

(g) The Property may not have insurable legal access (as to Parcel IV). Exception to title insurance provides: "Legal access to the premises is by way of the easement described in Schedule A, No. 5. As evidenced by survey dated July 9, 2009 by Marvin Kohout, it evidences the fact that the physical access to the premises is not the same as this legal access. In order to insure legal access over the physical access, proper easements must be obtained from the fee owner of lands on which the easement crosses."

3. **Delivery of Deed and Evidence of Title.** Upon Purchaser's full performance of this Contract, Seller shall:

(a) Execute, acknowledge and deliver to Purchaser a Limited Warranty Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:

(i) Those exceptions referred to in paragraph 2(a), (b), (c), (d) and (e) of this Contract;

(ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and

(iii) The following liens or encumbrances: easements or claims of easements not shown by public records; a portion of the Property contains wetlands which may be subject to federal, state or local regulation; minerals and mineral rights reserved by the State of Minnesota and/or former owners in Document No. 265648 and in Book 53 of Deeds, page 484; rights of the public in and to the southerly boundary line of the insured premises taken for roadway purposes as evidenced by Township Resolution filed as Document Nos. 275445 and 275644; easements as shown of record in Document Nos. 221406 and 346786.

(iv) The Property may not have insurable legal access (as to Parcel IV). Exception to title insurance provides: "Legal access to the premises is by way of the easement described in Schedule A, No. 5. As evidenced by survey dated July 9, 2009 by Marvin Kohout, it evidences the fact that the physical access to the premises is not the same as this legal access. In order to insure legal access over the physical access, proper easements must be obtained from the fee owner of lands on which the easement crosses."

4. **Purchase Price.** Purchaser shall pay to Seller, at such place as Seller shall designate, the sum of Three Hundred Eighteen Thousand Five Hundred and No/100 Dollars ($318,500.00), as and for the purchase price (the "Purchase Price") for the Property payable as follows:

(a) $75,000.00 of Net Rent Payments provided by that certain Commercial Lease and Option between Seller and Purchaser dated 12/15/2015, as a credit to the Purchase Price and down payment upon the execution and delivery of this Contract.

(b) The balance of $ 243,000.00, payable in monthly installments of principal and interest in the amount of $2,400.00 each, commencing on 1/23/2021, and continuing on the same day of each month thereafter until 12-23-2031, when the entire remaining amount of the Purchase Price plus interest is due and payable in full. In addition, on May 1 and October 1 of each year, Purchaser shall also pay to Seller the real estate taxes due on the Property, which Seller shall pay to the Aitkin County Treasurer.

(c) The Contract shall bear interest at the rate of 1% over prime as published in the Wall Street Journal per year, and adjusted every three years on January 1, 2024, and every third January 1 thereafter. Said interest being first deducted from the payments made toward the Purchase Price and the balance of said payments then applied toward deduction of the principal sum due hereunder.

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

6. **Real Estate Taxes and Assessments.** Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows: Purchaser shall pay all real estate taxes, including any penalties and interest, by making escrow payments to Seller as described in paragraph 4 (b) above.

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

7. **Property Insurance.**

(a) Insured Risks and Amounts. If required by Seller, Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism,

malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements and fixtures, without deduction for physical depreciation. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

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

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

8. **Damage to the Property.**

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

(b) Purchaser's Election to Rebuild. If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within 60 days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

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

9. **Injury or Damage Occurring on the Property.**

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

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

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

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

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

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

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

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

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

17. **Defaults and Remedies.** The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, all right, title, and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled

to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

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

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

20. **Additional Terms:**
See attached Addendum to Contract for Deed.

Seller
GRAND TIMBER BANK

By Sharon M Lake
Its President

By David B Gast
Its Vice President

Purchaser

Ernest E. Darlow, Sr.

Joann E. Darlow

Ernest E. Darlow, Jr.

Sarah M. Darlow

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on December 22, 2020, by Sharon M. Lake as President and by David B. Gast as Vice President of GRAND TIMBER BANK.

(stamp)
KRISTI PELTO
NOTARY PUBLIC MINNESOTA
My Commission Expires Jan. 31 2024

(signature of notarial officer)

State of Minnesota, County of Aitkin

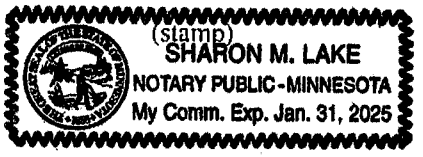
This instrument was acknowledged before me on December 22, 2020, by Ernest E. Darlow, Sr. and Joann E. Darlow, married to one another.

(stamp)
SHARON M. LAKE
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

(signature of notarial officer)

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on December 22, 2020, by Ernest E. Darlow, Jr. and Sarah M. Darlow, married to one another.



Sharon M Lake
(signature of notarial officer)

THIS INSTRUMENT WAS DRAFTED BY:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, Minnesota 55802-5150
DCJS

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

Grand Timber Bank
204 North Maddy Street
McGregor, MN 55760

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

M:\DOCS\08690\00002\DEED\14619503.DOCX

CONTRACT FOR DEED ADDENDUM

THIS CONTRACT FOR DEED ADDENDUM (this "Addendum") is attached to and made a part of that certain Contract for Deed dated December 23, 20 2020 between **GRAND TIMBER BANK** ("Seller"), and **Ernest E. Darlow, Sr. and Joann E. Darlow, married to one another, and Ernest E. Darlow, Jr. and Sarah M. Darlow, married to one another** (collectively, "Purchaser").

The terms and conditions contained in the Addendum shall supersede any conflicting provisions contained in this Contract. Unless defined in this Addendum, all capitalized terms have the same meaning as in the Contract. Only those provisions checked in the "Yes" column, below, shall be included and be part of this Addendum

Yes	No	
☒	☐	A. **Late Payment Fee.** If any payment is not received by Seller within eleven (11) days of the date when due, Purchaser shall additionally pay to Seller, to the extent allowed by law, a late charge of five percent (5%) of the amount of the delinquent payment.
☒	☐	B. **Transfer Restrictions.** Purchaser may not sell, assign, or otherwise transfer Purchaser's interest in this Contract, or the Property, or any part thereof, or if Purchaser is an entity, the controlling interest in Purchaser may not be transferred without the written consent of Seller, which consent: *(check only one box)* ☒ shall be granted or withheld in the sole discretion of Seller. ☐ shall not be unreasonably withheld, or delayed by Seller.
☒	☐	C. **Escrows.** In Addition to the monthly payments of principal and interest, Purchaser shall deposit with Seller, with each payment, $ 238.83 which represents approximately one-twelfth (1/12) of the annual real estate taxes, installments of special assessments, and insurance premiums with respect to the Property (or such other amount as Seller is required to deposit under any underlying encumbrance on the Property). The amount of such taxes, special assessments, and insurance premiums, when unknown, shall be estimated by Seller. Such deposit shall be used by Seller to pay real estate taxes, installments of special assessments, and insurance premiums with respect to the Property when due. If Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts so paid from payments next coming due under this Contract. If the balance deposited with Seller is insufficient to pay such real estate taxes, special assessments and insurance premiums when due, Purchaser shall pay the deficiency to Seller upon written demand.
☒	☐	D. **Property Improvements.** Except for work reasonably necessary to permit Purchaser to comply with Purchaser's obligations under this Contract, Purchaser shall not hire or perform any repairs or improvements to or replacements of the Property having an aggregate cost in excess of Five Thousand and No/100 Dollars ($5,000.00) without securing the prior written consent of the Seller. Purchaser will not cause or permit any mechanics' liens to be recorded against the Property. Purchaser agrees to defend, indemnify, and hold Seller harmless from any loss, damage, or expense incurred by Seller with respect to any party asserting a mechanics' lien claim, it being understood and agreed that this undertaking shall survive cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.
☒	☐	E. **Hazardous Substances.** Purchaser shall not bring, store, generate, or treat hazardous wastes or substances or petroleum products upon the Property, except for small quantities which are stored and used in compliance with applicable law. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Seller with respect to such substances, or products, it being understood and agreed that this obligation will survive the cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.

Note: This document must be attached to a contract for deed and cannot be independently recorded.

☒ ☐ F. **Alternative Acceleration Remedy.** If Purchaser fails to timely perform any term of this Contract, Seller may elect, on thirty (30) days written notice given to Purchaser, to declare the entire unpaid Purchase Price, together with accrued interest thereon, immediately due and payable in full and commence an action against Purchaser to collect all amounts due hereunder. Purchaser shall have the right to reinstate this Contract at any time before entry of final judgment against Purchaser for amounts due hereunder if Purchaser: (i) pays Seller all sums due hereunder as of the date of reinstatement; (ii) cures any other defaults existing under this Contract as of the date of reinstatement; and (iii) pays all expenses incurred by Seller in enforcing this Contract, including, but not limited to, reasonable attorneys' fees and costs. Seller shall deliver the deed for the Property in the manner required by paragraph 3 of this Contract when all amounts due hereunder have been paid.

☐ ☒ G. **Nonrecourse Obligation.** Notwithstanding any other provision contained in this Contract to the contrary, if Purchaser defaults in Purchaser's performance of this Contract, Seller's sole remedy shall be to cancel this Contract in accordance with Minn. Stat. 559.21, as the same may from time to time be amended. Seller specifically waives any right it may have to commence an action for the specific performance of this Contract or any right it may have to seek an award of damages against Purchaser.

M:\DOCS\08690\000024\DEE\141619802.DOC

Note: This document must be attached to a contract for deed and cannot be independently recorded.

Conditional Use Permit (general) App. # 2025-000306, UID # 213944
App. Status: Pending Review

Aitkin County Planning & Zoning / Environmental Services
307 Second St. NW Room 219, Aitkin, MN 56431
Email: aitkinpz@aitkincountymn.gov
Phone: 218-927-7342
Fax: 218-927-4372

Contact Information

Are you the property owner?	Yes
Applicant Contact Info:	Name: Jason Kadelbach Phone: (218) 464 - 2767 Email Address: jason.kadelbach@apex-landsurveying.com Mailing Address: 48663 216th Place Mcgregor MN 55760
Have you had a pre-application meeting with the Planning & Zoning Department?	Yes

Project Location

Property:

Property Location					Legal Description			Property Attributes	
Parcel Number	**Property Address**	**Township or City Name**	**Owner Name(s)**	**Taxpayer Name(s)**	**Legal Description**	**Plat Name**	**Section-Township-Range**	**Lake Class**	**Lake Name**
22-0-028802		MCGREGOR TWP	KADELBACH, JASON R	KADELBACH, JASON R	PT OF N 850 FT OF W 2007 FT OF N 1/2 OF NW, LYING EAST OF LINE DESCR IN 480899		S:19 T:48 R:23		

Driving directions from Aitkin to Property:	2 miles north of Mcgregor, take a right on driveway for 42868 State Highway 65, go east on driveway until it ends at a new grey and Black Garage.

Brief Narrative

Brief Narrative:	We are asking for a conditional use permit to build a 1430 sq. ft residential house as shown on the future 9.27 acre lot as shown on the attached drawing. The other propsed 1430 sq.ft. building as shown on the Future 5.94 acre property will remain an Office Building until at such time we decide to split these properties.
Provide a detailed explanation on why and how this proposal is meeting the Comprehensive Land Use Plan for Aitkin County.:	We will be creating a Land Surveying Office on subject Property along with living Quarters to be rented to future employees. Assist and encourage economic growth and job creation across all sectors of the County, by expanding and diversifying job opportunities and income growth.
How will this proposal be compatible with existing land uses?	Land is zoned commercial and there are currently several commercial office directly North of subject property with a mix of Residential Houses mixed in.
Is this proposal meeting the Findings of Fact?	Yes

Detailed Operational Plan

Detailed Operational Plan:	Living Quarters 3 bedroom two bath see attached Plan
If you have already prepared a detailed operational plan, please attach it below:	File 1: FOUNDATION_9-9-22.pdf File 2: FRONT_LEFT_9-9-22.pdf File 3: MAIN_FLOOR_9-9-22.pdf File 4: REAR_RIGHT_DETAIL_9-9-22.pdf

A Scaled Drawing

Attach Scaled Drawing:	File 1: NEW_BUILD.pdf

Septic Compliance

Is there an existing septic system on the property?	No

Property Deed

Please attach the property deed(s):	File 1: 480899-p0001_-_p0004.pdf

Terms

Conditional Use Terms & Conditions

The landowner or authorized agent hereby certifies that to the best of their knowledge the application and supporting documents are a factual representation of the proposed project. The landowner or authorized agent agrees that, in making application, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicant's responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.
Submittal of the above materials does not always constitute a complete application. Other information may be necessary to complete the application based on the type of request and onsite inspection.
The landowner or authorized agent may make application for a Conditional Use permit agreeing to do such work in accordance with all Aitkin County Ordinances. The landowner or authorized agent agrees that the application, site plan, and all other attachments submitted herewith are true and accurate and shall become a part of the permit. The landowner or authorized agent agrees that, in making application for a Conditional Use permit, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicants sole responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.
All corners of the proposed structure(s) need to be staked with visible flags, ribbon, or lathes prior to onsite inspection by Aitkin County.
Conditional Use Permit fees are non-refundable if denied or approved.
I acknowledge that by submitting this application, the application and its attachments are public information.

Invoice #62983 (05/16/2025) Expected Payment Method: Pay Online - Card or ECheck

Charge	Cost	Quantity	Total
Conditional Use Application Fee added 05/16/2025 10:15 AM $650 Flat Fee	$650.00	x 1	$650.00
Recording Fee added 05/16/2025 10:15 AM $46 Flat Fee	$46.00	x 1	$46.00
Grand Total			
		Total	**$696.00**
		Payment 05/16/2025	**$696.00**
		Due	**$0.00**

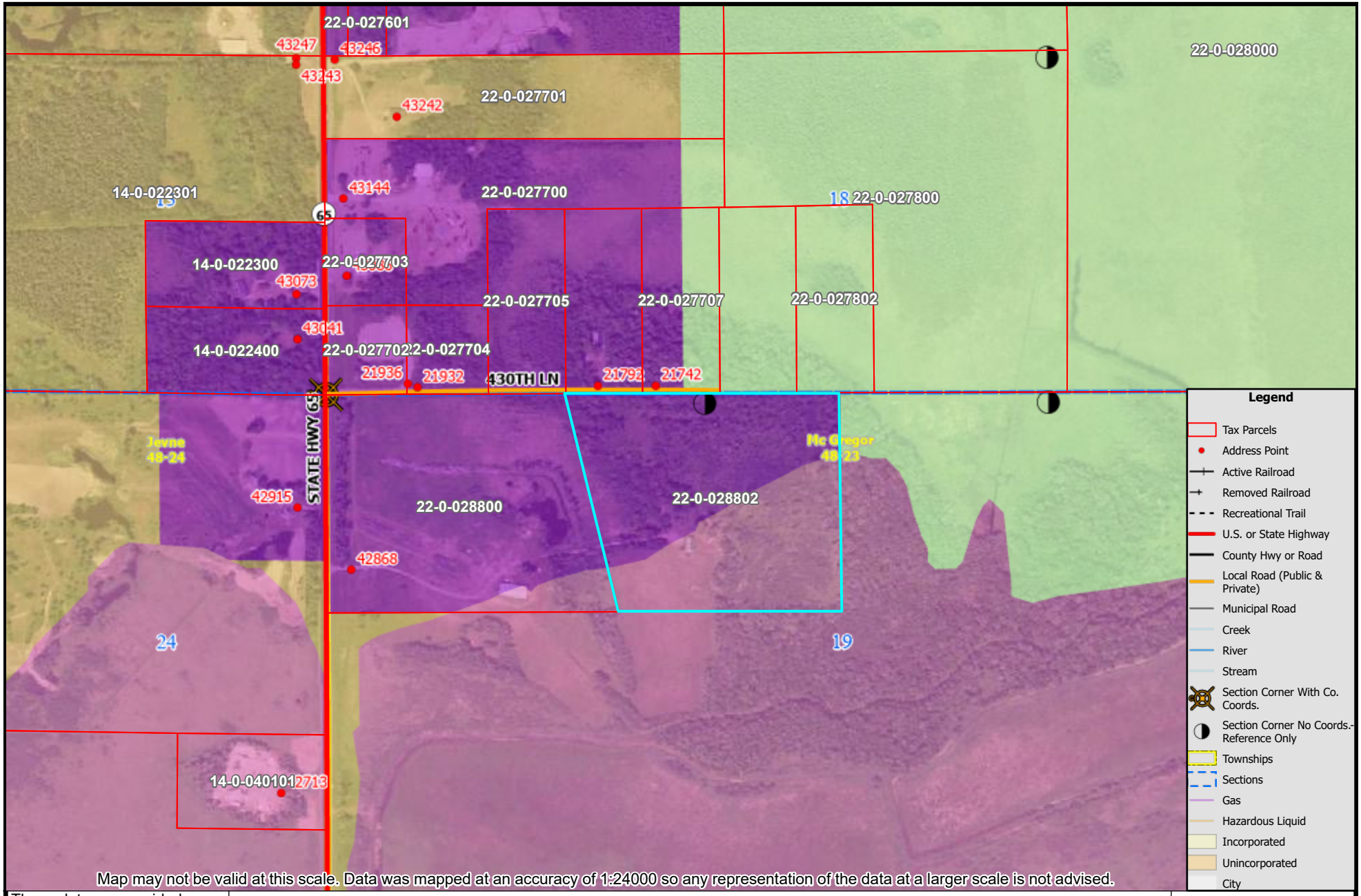
Conditions of Permit

None

Approvals

Approval	Signature
Applicant	Jason R. Kadelbach - 05/16/2025 10:23 AM ef8db7893a8006538190c5e92850329e a92f0b165c18a4930e552c850b6ea853
#1 Admin	Shannon Wiebusch - 05/21/2025 10:47 AM 25868c2c8854874aa7d627f88d557665 9debe8c6e712f5f01c6662dca2855fe3
#2 Planning Commission	

Print View



Map may not be valid at this scale. Data was mapped at an accuracy of 1:24000 so any representation of the data at a larger scale is not advised.

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.

N

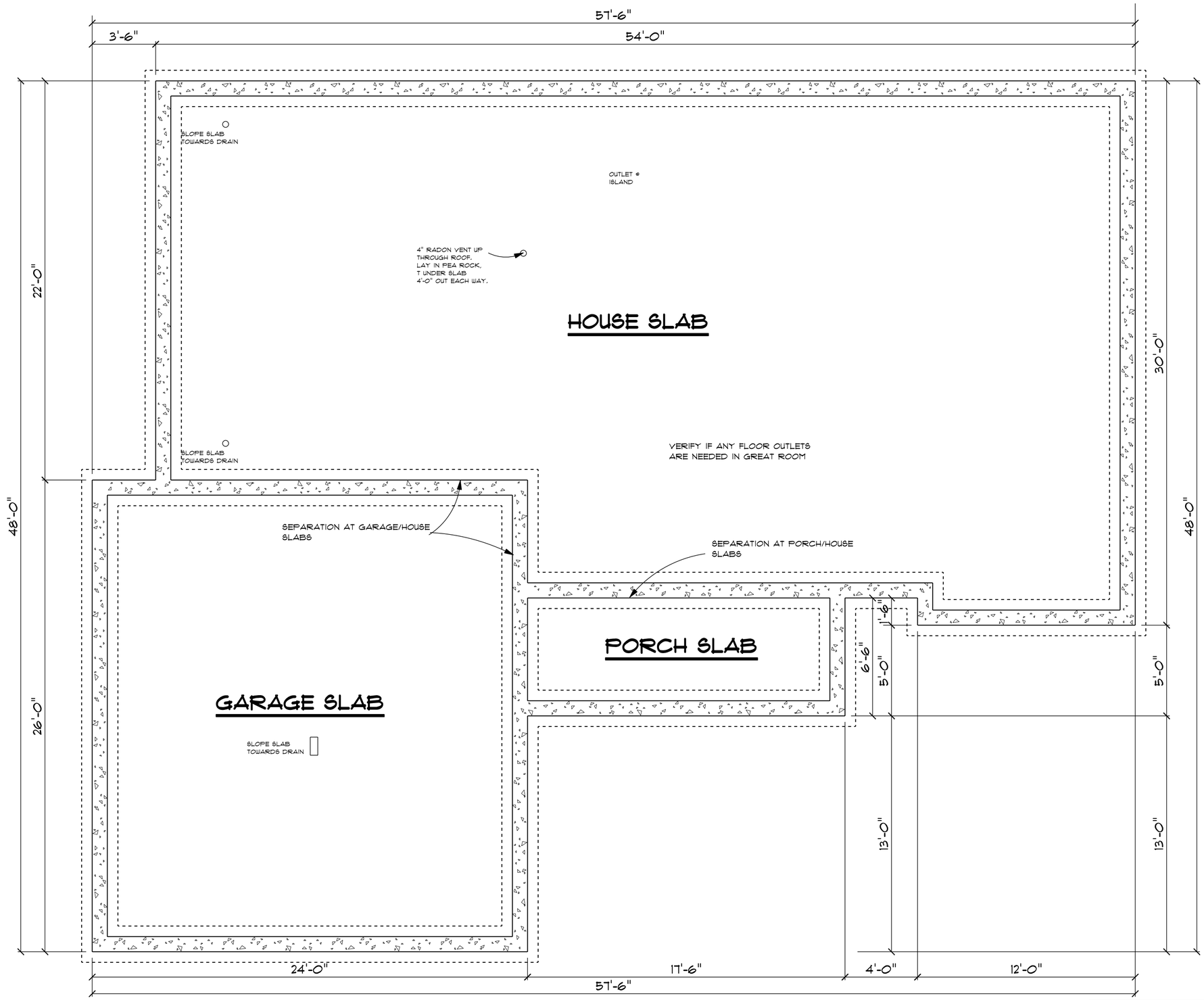
ArcGIS Web AppBuilder

1:9,028

0 0.05 0.1 mi

AITKIN COUNTY

Date: 5/23/2025



FOUNDATION LAYOUT

SCALE: 1/4"=1'-0"

DIMENSIONS ARE TO OUTSIDE EDGE OF CONCRETE SLAB. ADJUST FOR STONE LEDGE

MS DESIGNS
FOR RESIDENTIAL HOME DESIGNS
PHONE: 218-878-1076 / msdesigns_40@msn.com

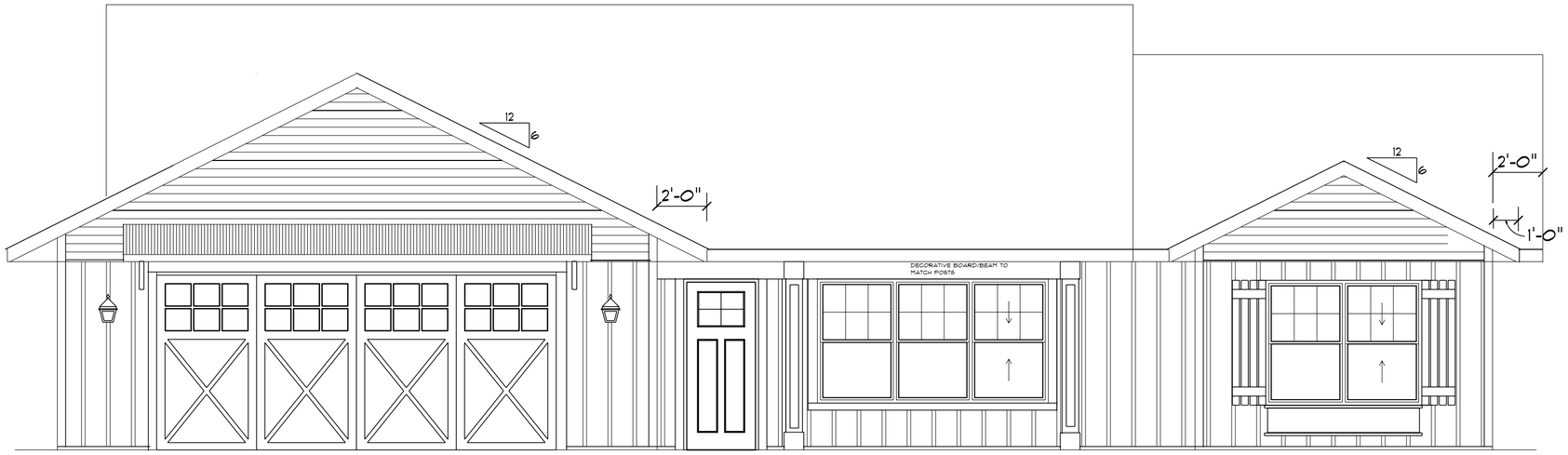
SHEET INFO.
FOUNDATION LAYOUT

DRAWN BY: MINDY SONNEMAN
JOB TYPE: 1 LEVEL SLAB

DATE: 1-19-22

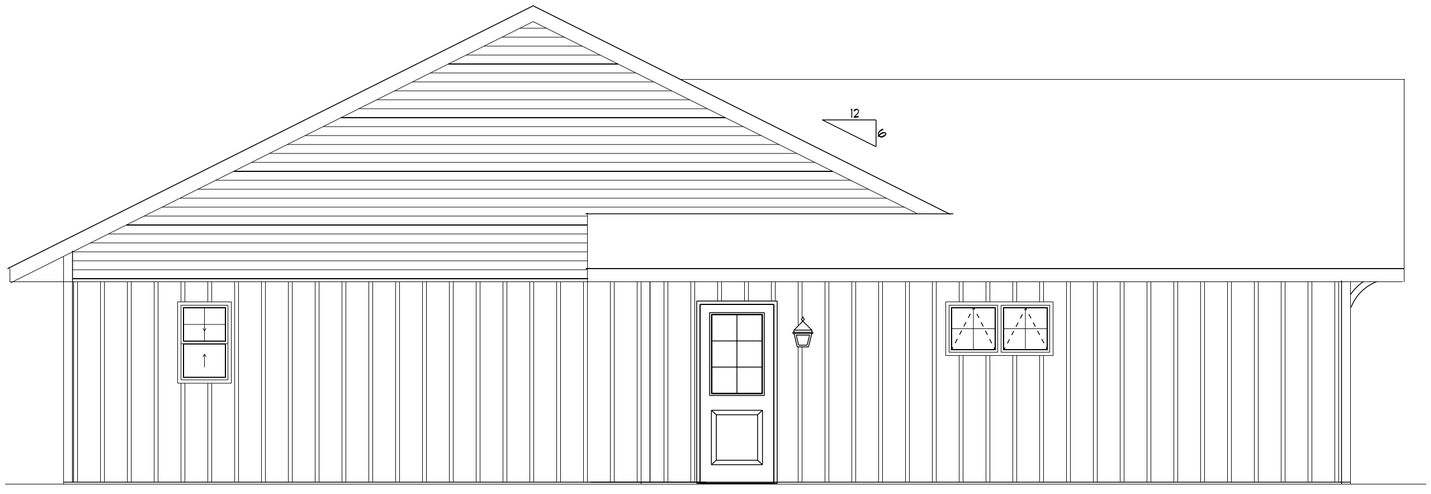
JOB NAME: WEETS FAMILY

REVISION: 9-9-22



FRONT ELEVATION

SCALE: 1/4"=1'-0"



LEFT ELEVATION

SCALE: 1/4"=1'-0"

GENERAL NOTES:

ALL WORK TO BE DONE IN ACCORDANCE WITH LOCAL BUILDING CODES
ALL REQUIRED BUILDING PERMITS TO BE OBTAINED
A LICENSED GENERAL CONTRACTOR IS RESPONSIBLE FOR HAVING ALL PROJECT ENGINEERING DONE FOR THIS HOME
A LICENSED GENERAL CONTRACTOR IS TO VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO START OF CONSTRUCTION
A LICENSED GENERAL CONTRACTOR IS TO VERIFY ALL PLAN DIMENSIONS AND MEASUREMENTS PRIOR TO START OF PROJECT, AND BEFORE ORDERING ANY SUPPLIES
MS DESIGNS AND DESIGNER WILL NOT BE HELD RESPONSIBLE FOR ANY WINDOW OR DOOR ROUGH OPENINGS, CONTRACTOR OR HOMEOWNER MUST VERIFY ALL ROUGH OPENINGS WITH TYPE OF WINDOWS AND DOORS BEFORE CONSTRUCTION BEGINS
MS DESIGNS AND DESIGNER ARE NOT RESPONSIBLE FOR ANY DISCREPANCIES THAT RESULT IN ERROR OR OMISSION FROM THESE PLANS
MS DESIGNS REQUESTS THAT ANY DISCREPANCIES OR OMISSIONS FOUND ON THESE DRAWINGS BEFORE, CONSTRUCTION BEGINS BE REPORTED TO MS DESIGNS IMMEDIATELY FOR REVISIONS
PLANS HAVE BEEN REVIEWED AND APPROVED BY THE HOMEOWNERS OR CONTRACTOR. HOMEOWNER(S) OR CONTRACTOR ARE AWARE THAT MS DESIGNS HAS DONE THEIR BEST TO FURNISH COMPLETE AND ACCURATE PLANS.
BY SIGNING BELOW THE HOMEOWNER(S) OR CONTRACTOR RELEASES MS DESIGNS AND DESIGNER FROM ANY LIABILITY THAT MAY RESULT IN ERROR OR OMISSION ON SAID PLANS.

MS DESIGNS
FOR RESIDENTIAL HOME DESIGNS
PHONE: 218-878-1076 / msdesigns_40@msn.com

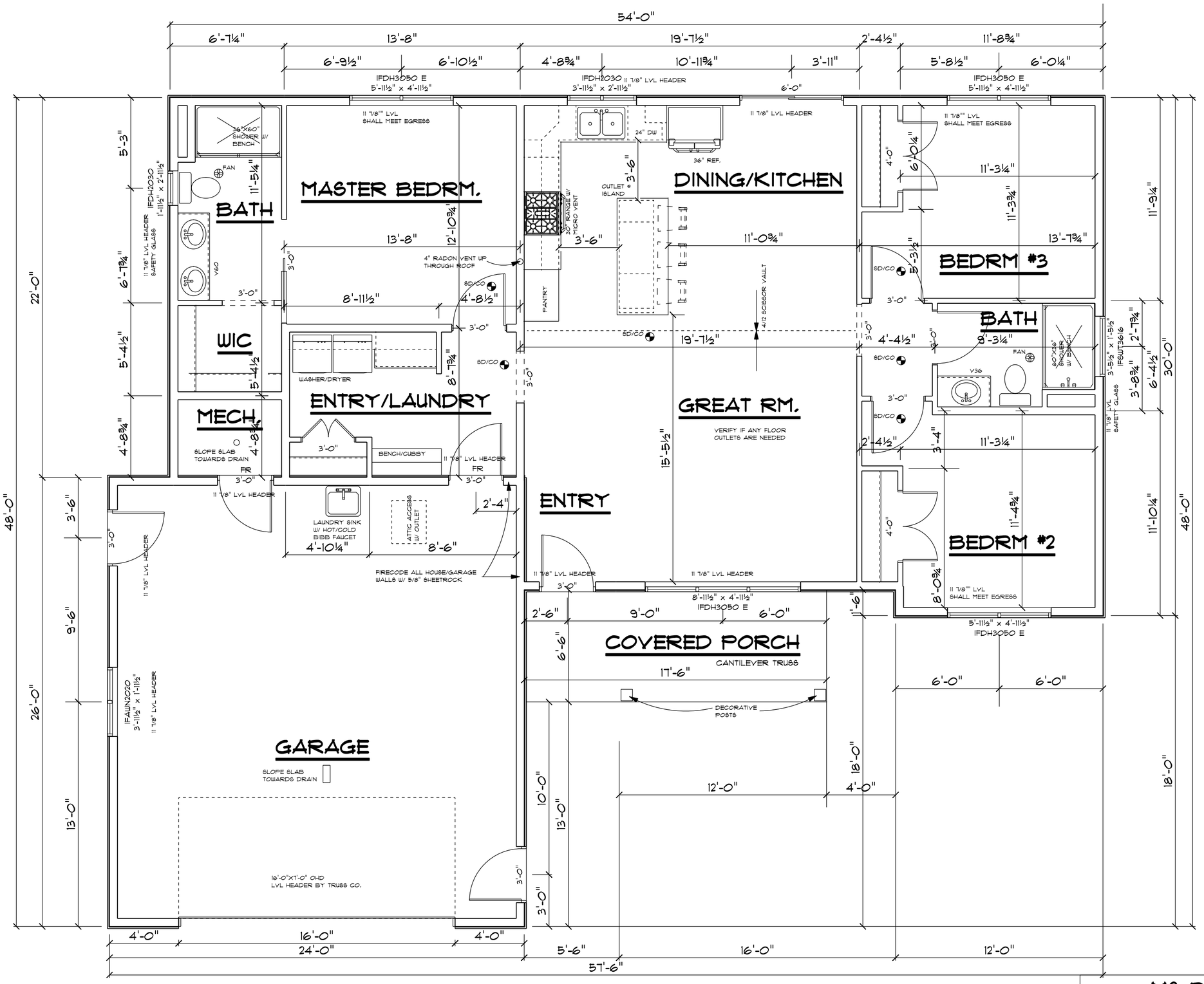
SHEET INFO.
ELEVATIONS

DRAWN BY: MINDY SONNEMAN
JOB TYPE: 1 LEVEL SLAB

DATE: 1-19-22

JOB NAME: WEETS FAMILY

REVISION: 9-9-22



DIMENSIONS ARE TO OUTSIDE EDGE OF 2X6 STUD. ADJUST FOR WALL SHEATHING AND STONE.

MAIN LEVEL: 1430 SQUARE FT.

MAIN LEVEL LAYOUT

SCALE: 1/4"=1'-0"

HOUSE IS ON A SLAB
8'-0" CEILING HT., HEADER
WINDOWS AT 6'-10 1/2" (PATIO DR. HT)

ALL WINDOW AND ROUGH OPENINGS TO BE VERIFIED BY WINDOW DEALER

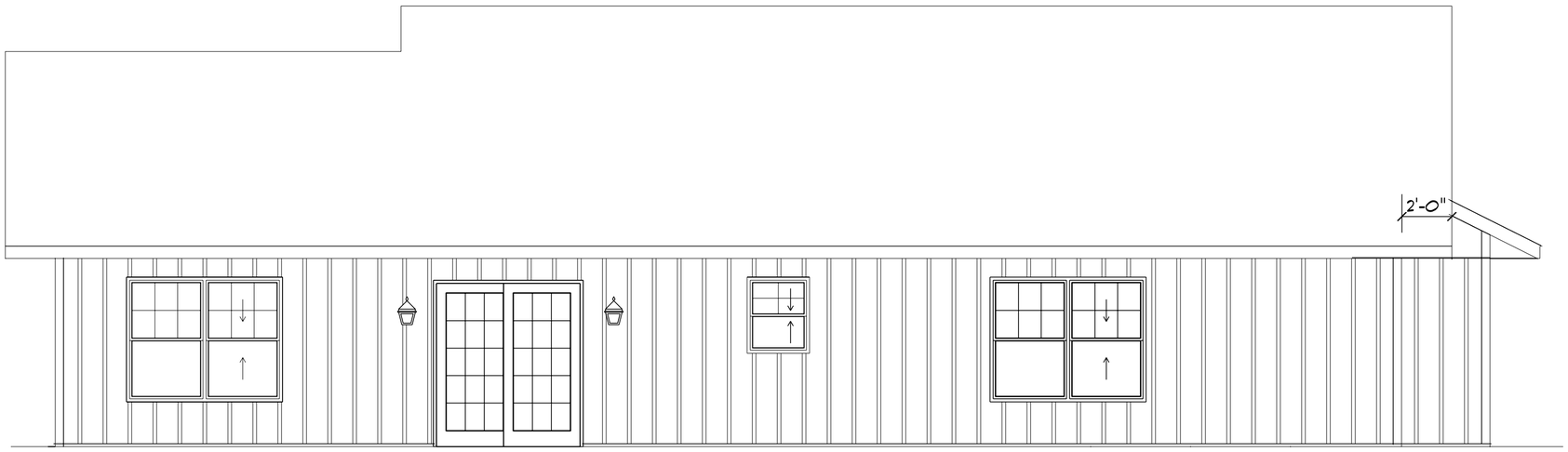
MS DESIGNS
FOR RESIDENTIAL HOME DESIGNS
PHONE: 218-878-1076 / msdesigns_40@msn.com

SHEET INFO.
MAIN LEVEL LAYOUT

DRAWN BY: MINDY SONNEMAN
JOB TYPE: 1 LEVEL SLAB
JOB NAME: WEETS FAMILY

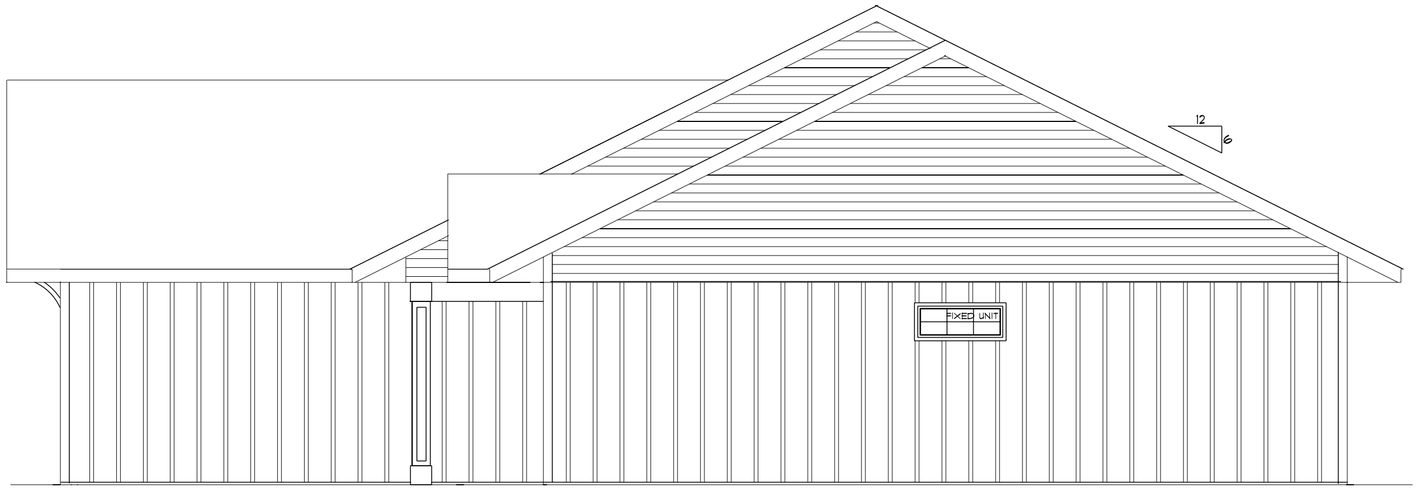
DATE: 1-19-22
REVISION: 9-9-22

3
4



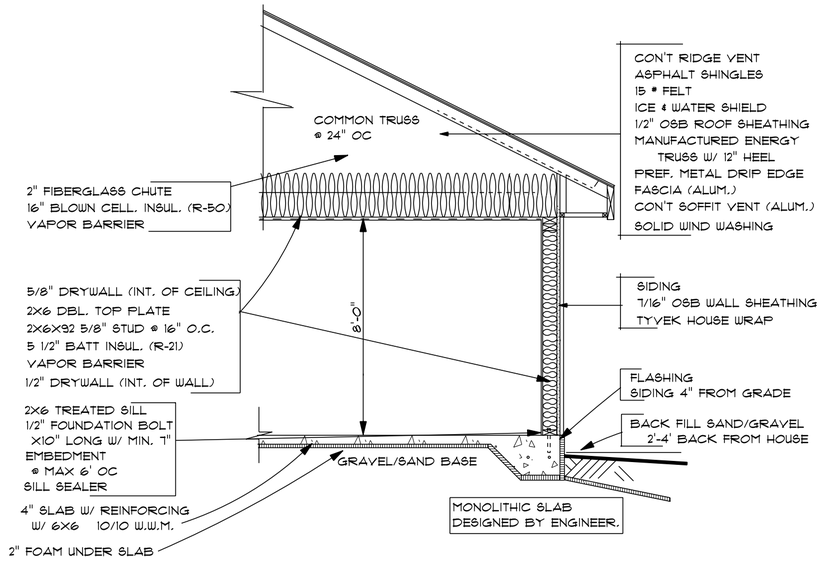
REAR ELEVATION

SCALE: 1/4"=1'-0"



RIGHT ELEVATION

SCALE: 1/4"=1'-0"



TYPICAL WALL SECTION

MS DESIGNS FOR RESIDENTIAL HOME DESIGNS PHONE: 218-878-1076 / msdesigns_40@msn.com	SHEET INFO. ELEVATIONS WALL DETAIL	
DRAWN BY: MINDY SONNEMAN JOB TYPE: 1 LEVEL SLAB	DATE: 1-19-22	4 / 4
JOB NAME: WEETS FAMILY	REVISION: 9-9-22	

CENTER LINE EXISTING ROAD

430th Lane

S89°45'20"W
1075.00

430th Lane

932.00
N89°45'20"E

NW CORNER
SEC. 19-48-23

S. LINE OF SECTION 18-48-23

N. LINE OF SECTION 19-48-23

Potentially a Future 3.75 acre Lot.

243.9

1430Sq.ft.
Living Quarters

273.4

850.00
N0°14'16"W

Potentially a Future 9.27 acre Lot.

S13°53'54"E
874.73

1430Sq.ft.
Office Building

To Shared Drain Field

To Shared Drain Field

238.6

Future 5.94 acre Lot with
easement access to S.T.H. No.65

PRIMARY SEWER

EXISTING
GARAGE

to S.T.H. No.65

ALTERNATE SEWER

ALTERNATE SEWER

Parcel No. 22-0-028802
18.96 Acres

S. LINE OF THE N. 850.00 FEET OF THE N1/2-NW1/4

868.42
N89°45'19"E

APEX
LAND SURVEYING

CRV Filed
No Delinquent Taxes and Transfer Entered
Kirk Peysar, County Auditor
State Deed Tax Paid
Lori Grams, County Treasurer

Doc No: A480899

Certified Filed and/or Recorded on
2/27/2024 10:58 AM

Office of the County Recorder
Aitkin County, Minnesota
Tara Snyder, County Recorder

Package: 85853 Mick

WAD 1/4

REC FEE	$46.00
SDT	$363.00
eCRV #	1624226

This cover sheet was added by the Aitkin County Recorder's Office to allow space for the recording information of this document. It is not intended to alter the document/certified copy.

This cover sheet is now a permanent part of the recorded document.

(Top 3 inches reserved for recording data)

WARRANTY DEED
Business Entity to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.1.7 (2016)

eCRV number: 1624226

DEED TAX DUE: $ 363.00

DATE: February 21, 2024
(month/day/year)

FOR VALUABLE CONSIDERATION, Savanna Farms, LLC
(insert name of Grantor)

a limited liability company under the laws of Minnesota ("**Grantor**"), hereby conveys and warrants to Jason R. Kadelbach
(insert name of each Grantee)

("**Grantee**"), as

(Check only one box.)

☐ tenants in common,
☐ joint tenants,

(If more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)

real property in Aitkin County, Minnesota, legally described as follows:

see attached Exhibit A for legal description

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

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

Covenants, restrictions, reservations, and easements of record, if any.

Check applicable box:

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

Grantor

Savanna Farms, LLC
(name of Grantor)

By: Wayne Alden mlg
(signature) Wayne Alden

Its: Member
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of Aitkin

This instrument was acknowledged before me on February 20, 2024, by Wayne Alden
(month/day/year) *(name of authorized signer)*

as Member
(type of authority)

and by _____
(name of authorized signer)

as _____ of Savanna Farms, LLC, a Minnesota limited liability company.
(type of authority) *(name of Grantor)*

(Stamp)

Annette M. Wilkie
Notary Public
Minnesota
My Commission Expires January 31, 2025

Annette M. Wilkie
(signature of notarial officer)

Title (and Rank): _____

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

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

McGregor Title
PO Box 309
McGregor, MN 55760

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

Jason R. Kadelbach
8962 Hwy. 37
Iron, MN 55751

EXHIBIT "A"

That part of the North 850.00 feet of the West 2007.00 feet of the North Half of the Northwest Quarter of Section 19, Township 48, Range 23 lying east of the following described line: Commencing at the Northwest corner of said Northwest Quarter, thence on an assumed bearing of North 89 degrees 45 minutes 20 seconds East along the North line of said Northwest Quarter a distance of 932.00 feet to the Point of Beginning of the line herein described; thence South 13 degrees 53 minutes 54 seconds East, 874.73 feet to the South line of said North 850.00 feet and there terminating. Containing 18.96 acres, more or less.

Aitkin County, Minnesota
(Abstract)