

PUBLIC HEARING – FINAL PLAT

Application: Final Plat of The Range
Applicant: Dan and Lauri Helbling
Agenda Item: 3 (b)

Background Information: The Applicant is proposing to subdivide property along Little Walnut Lane into 15 single-family residential building sites and one commonly owned lot (greenspace). The property is zoned “Rural Residential” and is located within the “Residential-Golf Course Community Overlay District”. The City Council approved the Preliminary Plat of The Range on May 7, 2019. This Final Plat application is the final step in the subdivision process.



Applicable Regulations: To obtain Final Plat approval, an applicant must fulfill the Final Plat requirements contained in the Ordinance and must also meet any conditions imposed by the City during the Preliminary Plat approval. The Preliminary Plat for The Range was approved with the following conditions:

On the conditional use permit and preliminary plat:

1. Except as amended by these conditions, the development of the subdivision and planned unit development shall be in substantial conformance with the approved preliminary plat, site plan and elevations that govern the general location of lots, roadways, buffers, infiltration basins and improvements dated April 8, 2019.
2. Prior to construction, excavation, grading or other terrain disturbance, final plans for all infrastructure (private roads, water system, etc.) and grading shall be submitted to and approved by the City Engineer. The improvements within the development shall be designed by a licensed engineer.
3. The 50-foot buffer around the perimeter of the planned unit development shall remain in a natural state in perpetuity, except for road access areas and SSTS components. The vegetation in the buffer shall not be altered except to create areas for SSTS tanks/drainfield(s) and road accesses. Structures may not be constructed in the buffer.
4. Lots 1 – 15 may only be developed with single family homes.
5. Lot 16 (greenspace) may not contain any structures, except a well house that will not exceed 120 square feet in size. Vegetation located in Lot 16 shall substantially remain in a natural state. Vegetation may be removed from Lot 16 in order to construct trails, private roads, sewer system, and water system. Reference to these provisions shall be made in the development covenants.
6. A hydrant shall be installed off of the deep water well for fire protection.
7. Ownership and long-term maintenance responsibilities/obligations for the community water system shall be described in the development covenants.
8. Ownership and long-term maintenance responsibilities/obligations for the sewer system shall be described in the development covenants.
9. The cluster sewer system shall conform to Minnesota Pollution Control Agency Standards (Chapter 7080 – 7083 of the Minnesota Administrative Rules) and the City of Pequot Lakes SSTS standards. The final plat shall not be signed until the final SSTS design is reviewed and approved by an Advanced Inspector per Minnesota Rules.
10. The cluster water system shall conform to the Minnesota Department of Health Rules and Regulations MHD 210-230 “Water Well Construction Code”, and the cluster system shall receive the approval of the City Engineer.
11. The city attorney shall review and approve the declaration, covenants, by-laws, etc. before the final plat is signed.
12. The developer shall pay a park dedication fee in the amount of \$14,040.00 in accordance with Section 17-9.10 “Dedication to the Public – Standards”. (416 X 2.25 PPH = \$936 X 15 lots = \$14,040.).
13. Prior to the submission of a Final Plat application the applicant shall provide for the construction of the required improvements at their expense and shall have the work completed or shall enter a Development Contract and give bond or other financial assurance satisfactory to the Council in an amount equal to 125% of the estimated cost of the uncompleted improvements except as provided in 10.3. The bond shall be

released by the City Council upon the recommendation of the City Engineer indicating the improvements are satisfactorily complete.

Section 17-11.9 SUBDIVISIONS

7. Final Plat or Final Condominium Plat Approval. Upon approval by the Planning Commission, the subdivider shall cause the Final Plat or Final Condominium Plat, documents and concurrent documents to be prepared and submitted to the Planning Commission for recommendation to the City Council. All coincident variance requests, conditional use permit requests and/or rezoning requests shall either have been decided or be pending approval simultaneously with the Final Plat.

- A. The subdivider shall submit 9 paper copies of the Final Plat or Final Condominium Plat and concurrent documents to the Zoning Administrator 30 days prior to the Planning Commission meeting.
- B. The Zoning Administrator shall distribute the information received to the City Attorney and the City Engineer, who shall review the submission for conformance with the standards and comment thereupon to the Planning Commission. The Zoning Administrator shall compare the Final Plat to the Preliminary Plat and comment thereupon. The Attorney shall ascertain that all parties with an interest in the parcel to be divided are indicated as signers of the documents. The Engineer shall determine that the improvements required have been completed or have been included in a development contract and that the required security has been posted with the City Council. An independent Licensed Land Surveyor as designated by the City, shall compare the approved Preliminary Plat with the Final Plat, provide a plat check of the Final Plat, and verify that the Final Plat meets the survey standards required by Minnesota Statutes.
- C. The Planning Commission shall review the reports of the Attorney, Engineer, Zoning Administrator and independent Licensed Land Surveyor and make recommendation to the City Council within the required timeframe. The Planning Commission shall consider the following:
 - (1) Has the applicant complied with all conditions and requirements upon which the preliminary approval is expressly conditioned wither through performance or execution of appropriate agreements assuring performance?
 - (2) Does the Final Plat or Final Condominium Plat agree with the Preliminary Plat or Preliminary Condominium Plat?

- (3) Does the City Attorney agree that all parties with an interest in the property are shown as signers of the document?
- (4) Does the City Engineer agree that all improvements required are satisfactorily completed or are guaranteed by contract with adequate financial security?
- (5) Does an independent Professional Land Surveyor agree that the final document meets the statutory requirements?
- (6) Has financial security been posted in the appropriate amount?

Staff Findings: Staff provides the following Findings of Fact for consideration by the Planning Commission:

1. The development of the subdivision and planned unit development are in substantial conformance with the approved Preliminary Plat, site plan and elevations that govern the general location of lots, roadways, buffers, infiltration basins and improvements dated April 8, 2019.
2. The Final Plat agrees with the Preliminary Plat. The design has not changed since Preliminary Plat approval.
3. The City Engineer has reviewed and approved the excavation, grading or other terrain disturbance, and final plans for all infrastructure.
4. The applicant has complied with Conditions 4, 7 and 8 as they are included in the Declaration.
5. Lot 16 (greenspace) shall not contain any structures. The Water Utility Plan indicates 3 flushing hydrants with 2" connection for fire hose.
6. The cluster sewer system design conforms to Minnesota Pollution Control Agency Standards (Chapter 7080 – 7083 of the Minnesota Administrative Rules) and the design has been reviewed and approved by Tom Espersen, a licensed Advanced Inspector per Minnesota Rules.
7. The City Engineer has reviewed and approved the cluster water system conforms to the Minnesota Department of Health Rules and Regulations MHD 210 – 230 "Water Well Construction Code".
8. The review by the City Attorney is pending.
9. The developer has paid a park dedication fee in the amount of \$14,040.00.
10. The developer has provided financial security in the amount of \$281,250.00, which represents 125% of the estimated cost of the uncompleted improvements.
11. An independent Plat Check has not been received.

Planning Commission Direction: The Planning Commission should develop findings to either approve or deny the Final Plat. In general, the

Commission cannot deny a Final Plat unless the applicant will not or cannot meet the final platting requirements or the conditions of the Preliminary Plat approval. The Commission cannot impose additional conditions that do not fall directly within the guidelines of the Final Plat or relate directly to conditions imposed in the Preliminary Plat.

The Commission also has the option to table the Final Plat to obtain additional information.

Staff Recommendation: Based on the Findings of Fact presented in this report, the Staff recommends approving the application, subject to the following condition:

1. All documents must be acceptable to the City Attorney prior to Council approval of this Final Plat.

In addition, before the final plat is signed by the city the applicant shall provide the following:

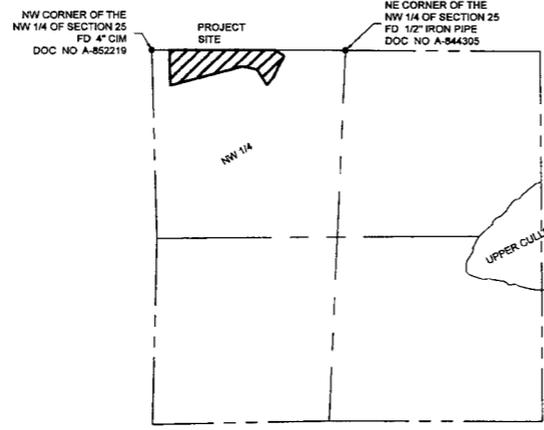
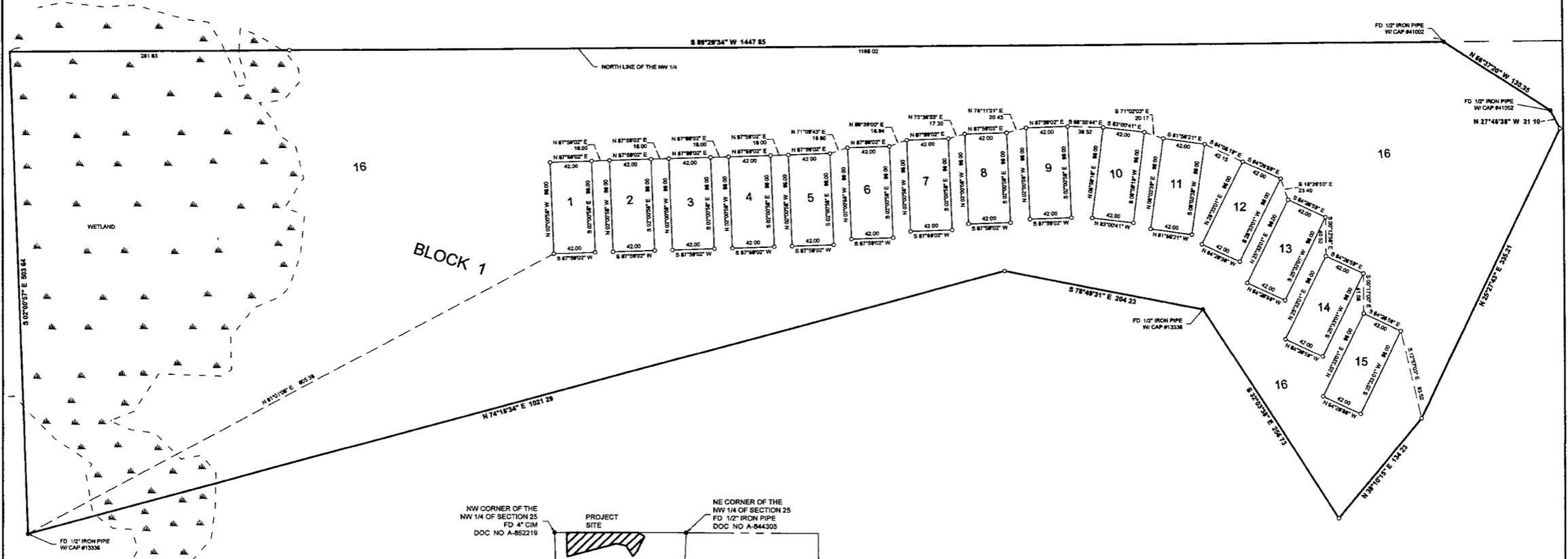
- a) "Pumphouse details" referenced on Sheet 3 and Sheet 4 of the plans for the water distribution system.
- b) A copy of submittals (and response) to the Minnesota Department of Health regarding the water well, pumphouse and water distribution system.
- c) A copy of the Construction Stormwater General Permit from the Minnesota Pollution Control Agency (MPCA).
- d) Updated erosion control plan to include a double row a silt fence or a combination bio-rolls (bio-logs) and silt fence located on the west/south side of Unit 1 to the east side of Unit 2.
- e) Updated stormwater management plan to include a 6-inch to 12-inch tall vegetated (mowable) berm outside of the toe of sloped areas to prevent direct stormwater runoff to wetlands and adjacent properties.
- f) Updated specifications on the private road/driveway which includes pavement thickness.

Before permits are issued for the development the applicant shall provide the following:

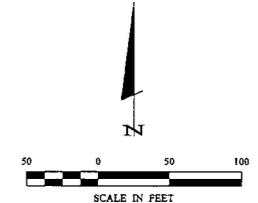
- i) Copies of all required plumbing permits for the dwelling units from the MN Department of Labor and Industry.
-

THE RANGE

SW 1/4
SECTION 24-T136N-R29W



SECTION 25-T136N-R29W
VICINITY MAP
NOT TO SCALE



LEGEND

- DENOTES DELINEATED WETLAND
 - DENOTES IRON PIPE FOUND SIZE AS NOTED
 - DENOTES 1/2 INCH x 1/8 INCH IRON PIPE SET AND MARKED BY LICENSE NO 41002
- ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25 TO HAVE AN ASSUMED BEARING OF N 89°29'34" E

30206 Rasmussen Road
Suite 1
P.O. Box 874
Pequot Lakes, MN 56472
218-544-4940
www.stonemarksurvey.com

Dawn Bittner

From: Tim Houle <Tim.M.Houle@wsn.us.com>
Sent: Friday, September 6, 2019 3:23 PM
To: Dawn Bittner
Subject: FW: Helbling - City Engineer review
Attachments: Grading and Utility Plans.pdf; Water Sewer Installation Estimates.pdf

Dawn,

I reviewed the attached Grading and Utility Plans you sent me – and I added the previous Water Sewer Installation Estimates pdf – in regards to the following major categories.

Wastewater:

We understand that these fifteen (15) 3-bedroom homes will be served by a common subsurface sewage treatment system (SSTS).

Sheet 3 of 4 – Utility Plan indicates a design of the SSTS by Tim Haeg (Watab, Inc.).

In a search of the State’s website, Tim Haeg appears to be licensed.

While we would probably not review the details of his design, the City should at least have his calculations on file for record purposes.

Sheet 3 and 4 has a note that includes, “See separate plans for the water and sewer systems.” Lines for the wastewater collection system appear on Sheet 4 of 4 – SWPPP Plan. But, we did not find a separate plan for the sewer system to review.

Construction traffic should be kept off of the proposed locations of the “seepage beds” – we have seen these areas fenced off.

Water:

Sheet 3 of 4 includes information on the well location, well size, pumphouse, watermains, and services.

There was previous interaction with the fire chief on hydrants that would allow connections to a fire hose – this is on the drawing.

It appears well isolation distances are met.

Sheet 3 and 4 has a note that says, “See separate plans for the watermain and pumphouse details.” We did not find such plans.

Sheet 3 and 4 has a note that includes, “These Plans will need to be reviewed and approved by the Minnesota Department of Health prior to any construction . . . ”.

We are unsure of the exact ‘operation’ of these 15 homes, but we understood this system may be categorized as a Noncommunity Public Water Supply system (possibly Transient).

It would be appropriate for the City to have a copy of any submittal to and response from the MN Department of Health. We have sometimes run into on such projects that the plumbers for the individual homes need to provide to the MN Department of Labor and Industry – Plumbing Division, as part of their Plumbing Permit application, information on the well, pumphouse, and distribution system. Again, we would suggest that if this is the case, the City be copied on such a submittal and the response / Permits.

Erosion Control:

Sheet 4 of 4 – SWPPP Plan shows details for silt fence and a rock construction entrance, a plan that includes silt fence and an infiltration basin, and erosion and sediment control notes.

A Construction Stormwater General Permit will be required from the MN Pollution Control Agency (MPCA) – which will include preparation of a Stormwater Pollution Prevention Plan (SWPPP).

The Owner and Contractor are Co-Permittees to this General Permit. The City should be supplied a copy of the Permit. This one sheet does not include all the required information for a SWPPP.

There is a wetland off to the west of Unit 1, and the southerly parcel line is not too far away from the grading. Silt fence is appropriately shown on the downhill side of grading. We would suggest using a double row of silt fence, or bio-rolls / bio-logs and silt fence. It is easier to have a double row of protection at the toe of slope than to try to clean sediment from a blowout and pull it back "onsite".

We understand that the east side of the road serving these 15 units is basically a dead end. So, we suggest the rock construction entrance might want to be located towards the west end by Unit 1 versus by Unit 10.

Grading:

Sheet 1 of 4 – Grading Plan W 1/2 and Sheet 2 of 4 – Grading Plan E 1/2 include existing contours, proposed contours, and proposed spot grades.

It appears that disturbance is minimized, which is good.

It appears units are set above surrounding grades, although, we would submit the designer take another look at possibly slightly raising units 12 – 15 (the area around the access drive is sloping towards the units).

Storm Drainage:

Sheet 4 of 4 – SWPPP Plan shows an infiltration basin to the south off the parcel – which is the general slope / natural lay of the land. However, the whole site does not drain to this basin.

There appears to be a note about a Drainage Easement in this area, but we have no specifics on this.

We understand the nature of the soils and vegetation in this area to naturally infiltrate runoff, and we understand there may be some "common" property ownership with the parcel to the south. However, with the addition of the new impervious surfaces, we would expect some attempt at minimizing runoff onto adjacent parcels or towards the wetlands (e.g. a mowable 6-inch to 12-inch tall grassed berm just outside the toe of slopes).

Roadway:

We do not see any information in the Plans on pavement thicknesses.

We are not aware of any public roads or Rights-of-Ways.

There will be quite a few new driveways added to this private road. Is the private road wide enough to handle backing out onto it?

Dawn, I do not believe there is anything in our comments that are insurmountable; mainly just some answers to questions / a bit more information.

If you want to review these, do not hesitate to call.

Thank you,

Tim Houle, PE

Civil Engineer, VP

218-316-3646

Tim.M.Houle@wsn.us.com

File Transfer | [Click here to transfer large files](#)



7804 Industrial Park Road | Baxter, MN 56425-2720

WidethSmithNolting.com

Engineering | Architecture | Surveying | Environmental

From: Dawn Bittner <dbittner@pequotlakes-mn.gov>

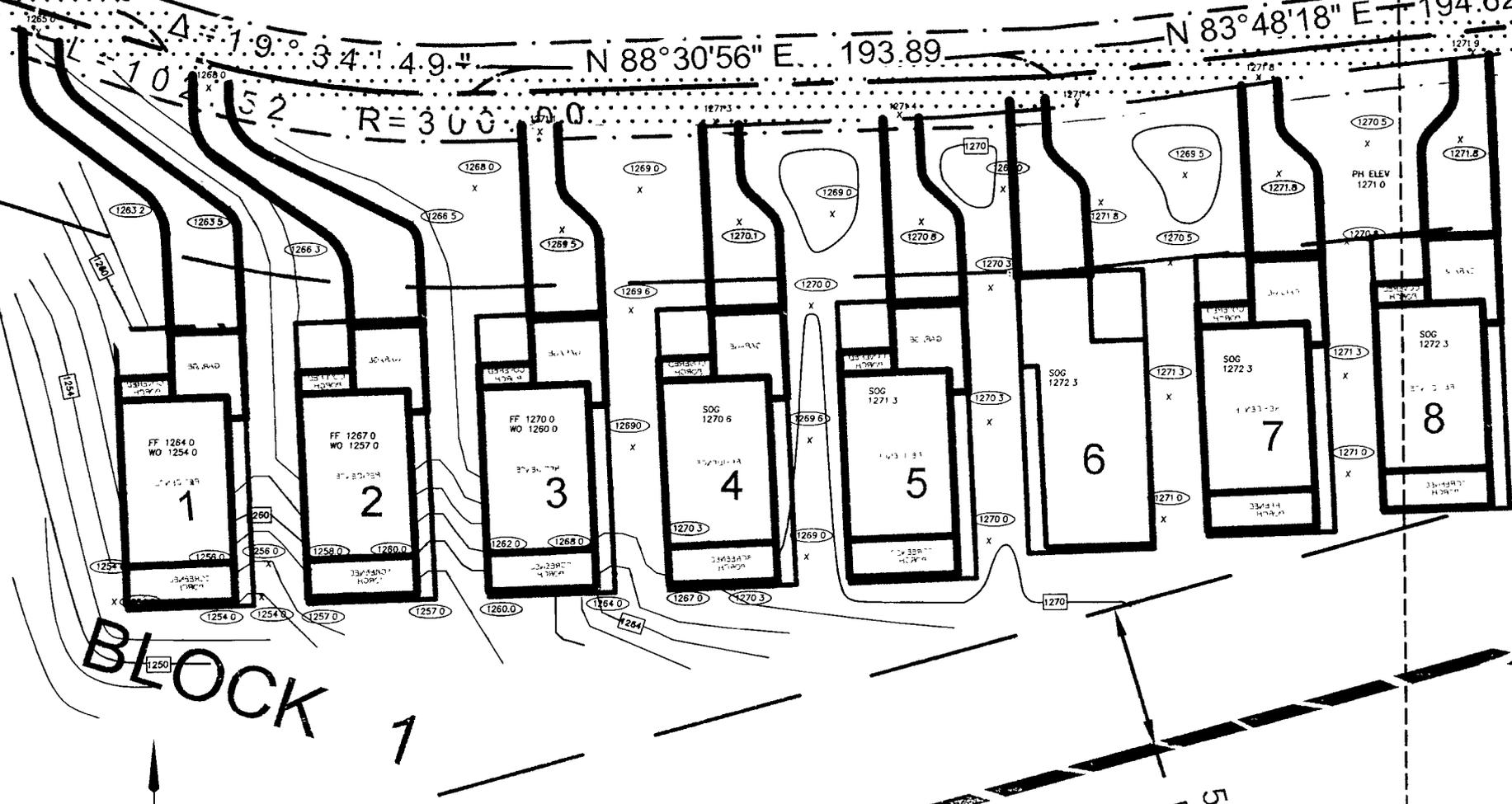
Sent: Tuesday, September 3, 2019 3:19 PM

N 89°29'34" E 1812.18

S 89°29'34" W 1447.85

N 88°30'56" E 193.89

N 83°48'18" E 194.62



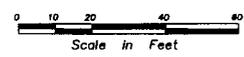
- LEGEND**
- - - - - PROPOSED CONTOUR
 - PROPOSED ELEVATION
 - PROPOSED BITUMINOUS
 - - - - - SILT FENCE
 - - - - - EXISTING BURIED GAS LINE
 - - - - - EXISTING BURIED ELECTRIC LINE
 - - - - - EXISTING BURIED TELEPHONE LINE
 - - - - - EXISTING BURIED TELEVISION LINE
 - - - - - EXISTING CONTOUR
 - EXISTING ELEVATION

BLOCK 7

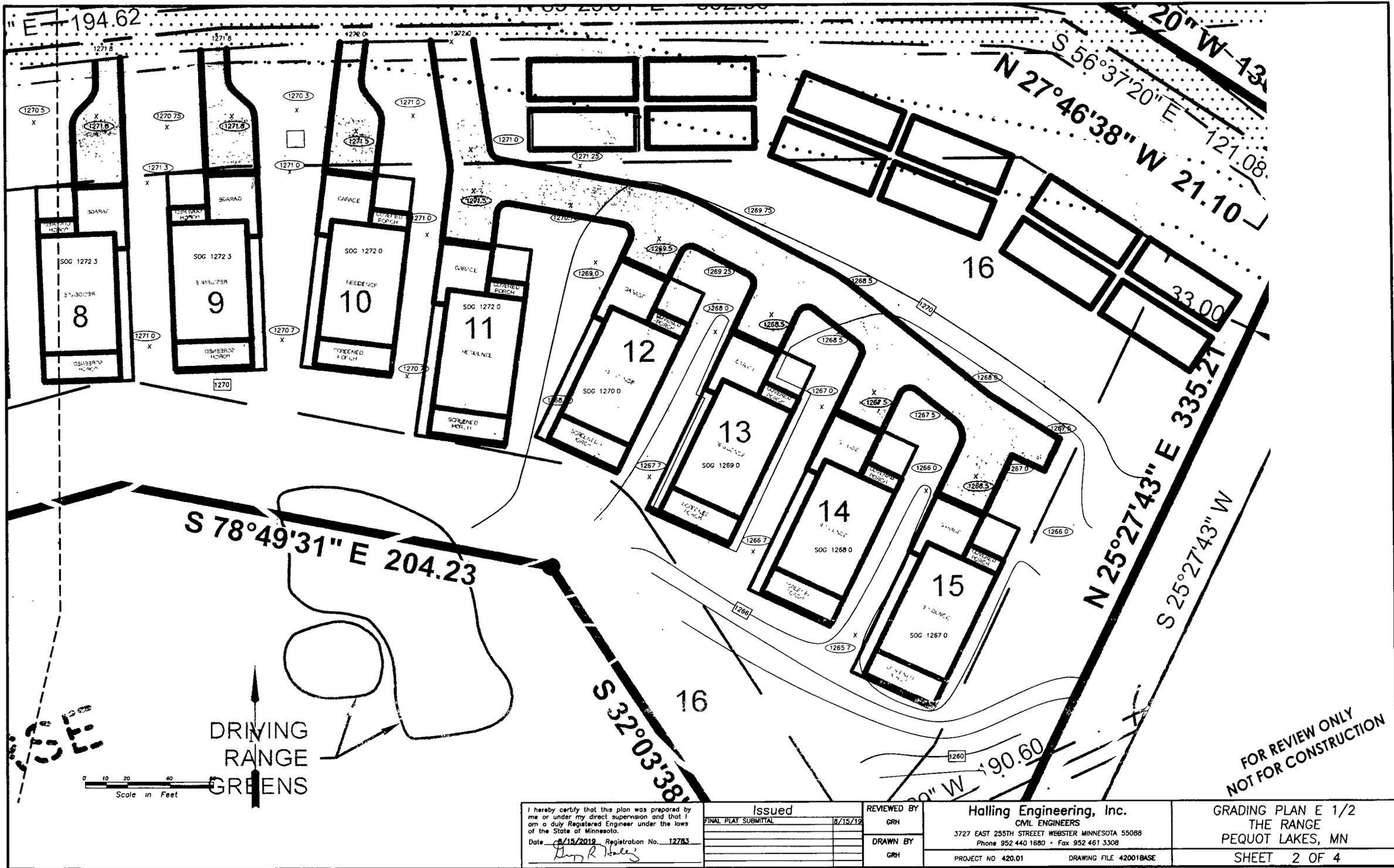
B 50

NOTE: THE DRIVEWAYS ON UNITS 3-15 NEED TO BE CROWNED SO THAT THE WATER DRAINS TO THE SIDES OF EACH DRIVEWAY. THE RUNOFF ON UNITS 1-2 CAN DRAIN ACROSS THE DRIVEWAY FROM EAST TO WEST.

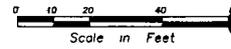
FOR REVIEW ONLY
NOT FOR CONSTRUCTION



I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Engineer under the laws of the State of Minnesota. Date: 8/15/2019 Registration No. 12783 <i>Doug R. Hales</i>	Issued FINAL PLAN SUBMITTAL 8/15/19	REVIEWED BY GRH	Halling Engineering, Inc. CIVIL ENGINEERS 3727 EAST 255TH STREET WEBSTER MINNESOTA 55088 Phone 952.440.1880 • Fax 952.461.3308	GRADING PLAN W 1/2 THE RANGE PEQUOT LAKES, MN SHEET 1 OF 4
	DRAWN BY GRH	PROJECT NO 420.01 DRAWING FILE 42001BASE		

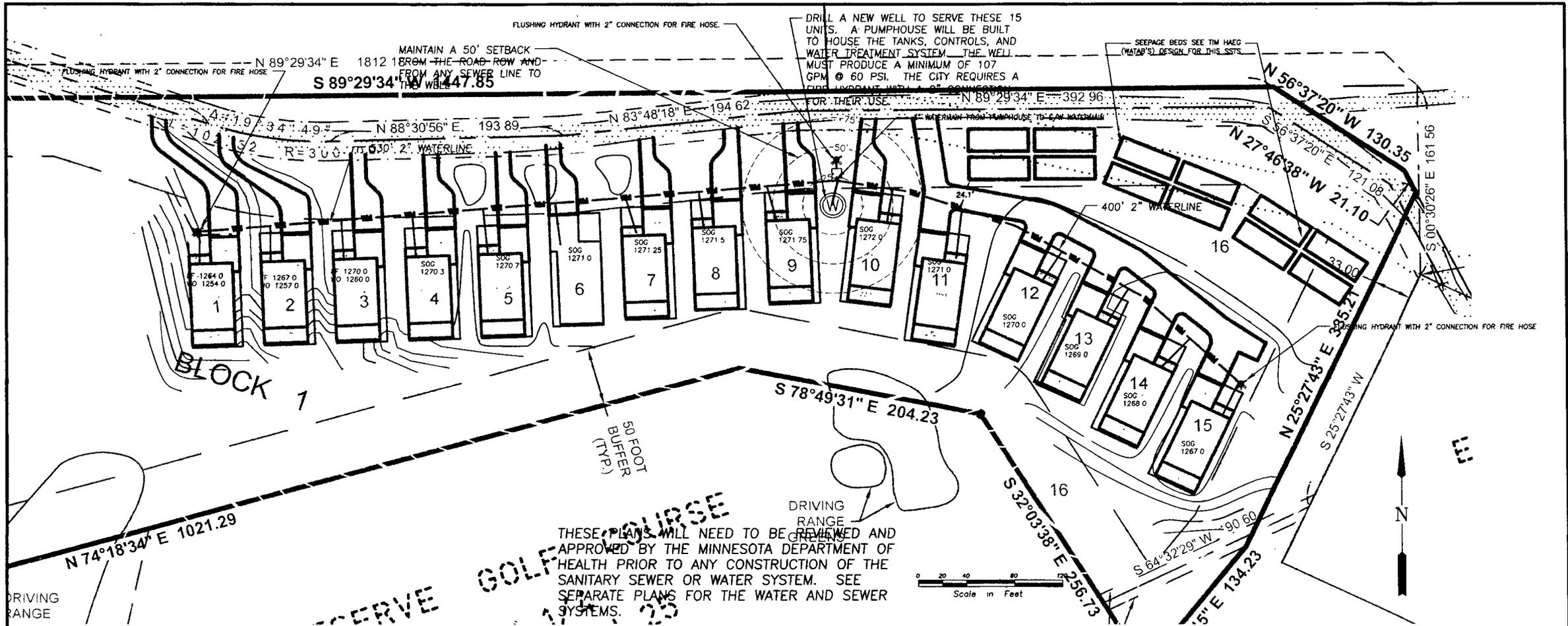


FOR REVIEW ONLY
NOT FOR CONSTRUCTION



DRIVING RANGE GREENS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Engineer under the laws of the State of Minnesota. Date: 8/15/2019 Registration No. 12783 <i>Greg R. Jones</i>	Issued FINAL PLAN SUBMITTAL 8/15/19	REVIEWED BY GRH	Halling Engineering, Inc. CIVIL ENGINEERS 3727 EAST 255TH STREET WEBSTER MINNESOTA 55088 Phone 952 440 1680 • Fax 952 461 3308 PROJECT NO 420.01 DRAWING FILE 42001BASE	GRADING PLAN E 1/2 THE RANGE PEQUOT LAKES, MN SHEET 2 OF 4
	DRAWN BY GRH			



DRILL A NEW WELL TO SERVE THESE 15 UNITS. A PUMPHOUSE WILL BE BUILT TO HOUSE THE TANKS, CONTROLS, AND WATER TREATMENT SYSTEM. THE WELL MUST PRODUCE A MINIMUM OF 107 GPM @ 60 PSI. THE CITY REQUIRES A FIRE HYDRANT WITH A 2\"/>

THESE PLANS WILL NEED TO BE REVIEWED AND APPROVED BY THE MINNESOTA DEPARTMENT OF HEALTH PRIOR TO ANY CONSTRUCTION OF THE SANITARY SEWER OR WATER SYSTEM. SEE SEPARATE PLANS FOR THE WATER AND SEWER SYSTEMS.

SEE SEPARATE PLANS FOR WATERMAIN AND PUMPHOUSE DETAILS.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA, 2018 EDITION. ALL WATERMAIN SHALL BE INSTALLED AT A MINIMUM DEPTH OF 9\"/>

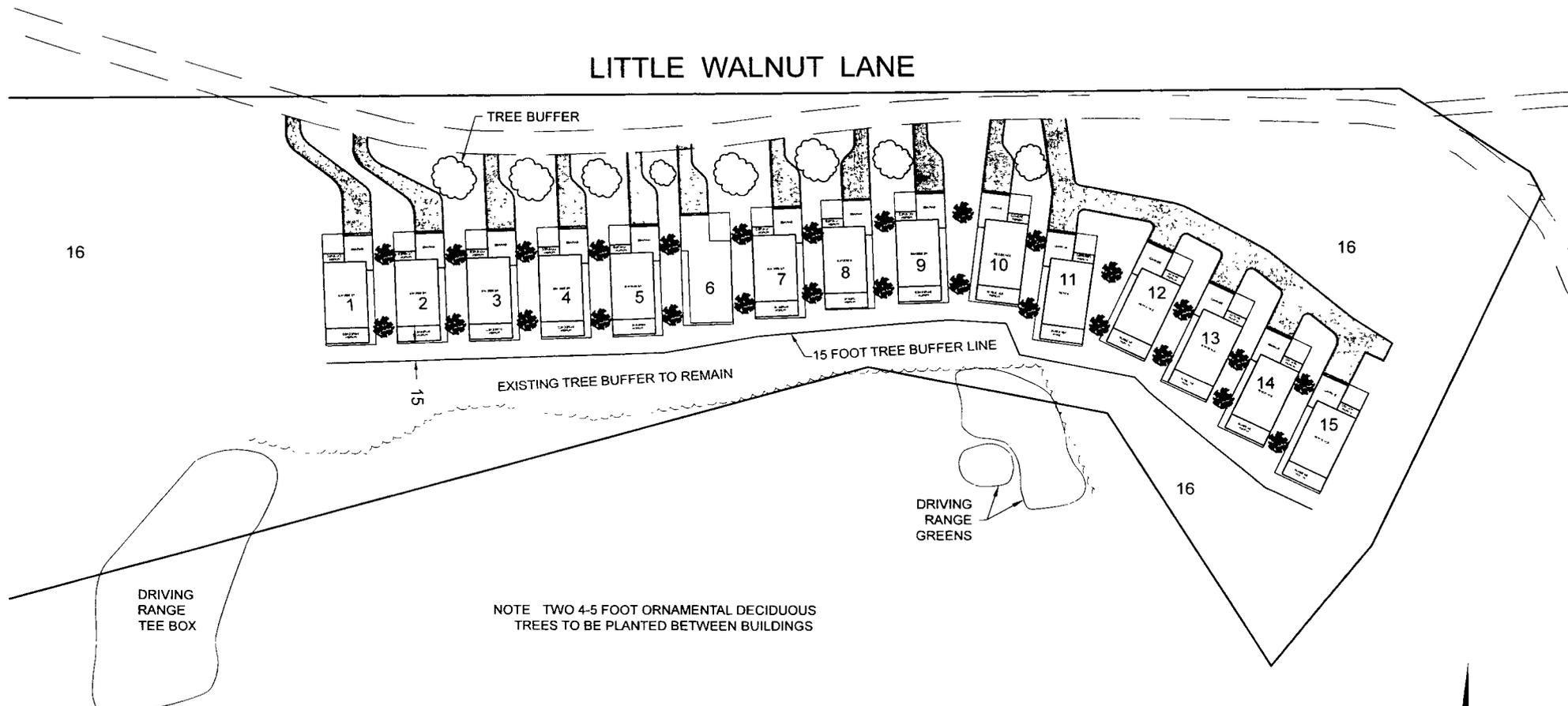
ALL WATERMAIN SHALL BE 2\"/>

THERE ARE 15 THREE BEDROOM UNITS. THE PROJECTED WATER USE FOR THE DEVELOPMENT IS 45 BEDROOMS TIMES 100 GALLONS PER BEDROOM FOR A DAILY FLOW OF 4,500 GPD. THIS FLOW WOULD BE SPREAD OUT OVER 12 HOURS A DAY WITH A PEAK FLOW PROJECTED AT THIS DAILY FLOW TIMES FOUR OR 375 GALLONS PER HOUR TIMES FOUR = 1500 GALLONS PER HOUR = 25 GPM. IRRIGATION IS NOT INCLUDED. THE FIXTURE COUNT IS 29.5 FOR A 3 BEDROOM UNIT AND THE 15 UNITS IS 443. THIS EQUATES TO A DESIGN FLOW OF 107 GPM. THIS NUMBER INCLUDES 15 SPRINKLER HEADS IN A ZONE. IRRIGATION WILL BE CONTROLLED BY THE HOA RATHER THAN INDIVIDUALS SO ONLY A SINGLE ZONE OF 15 HEADS WILL BE OPERATED AT A TIME.

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

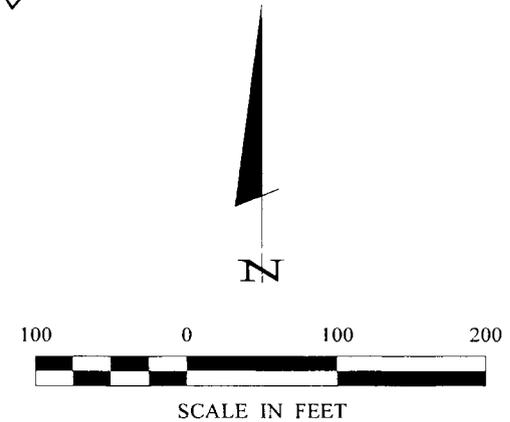
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Engineer under the laws of the State of Minnesota. Date: 8/15/2019 Registration No. 12783 	Issued FINAL PLAT SUBMITTAL 8/15/19	REVIEWED BY GRH	Halling Engineering, Inc. CIVIL ENGINEERS 3727 EAST 255TH STREET WEBSTER MINNESOTA 55088 Phone 952 440 1680 - Fax 952 461 3308 PROJECT NO 420.01 DRAWING FILE 42001BASE	UTILITY PLAN THE RANGE PEQUOT LAKES, MN SHEET 3 OF 4
	Date: 8/15/2019 Registration No. 12783 	DRAWN BY GRH		

LANDSCAPING PLAN

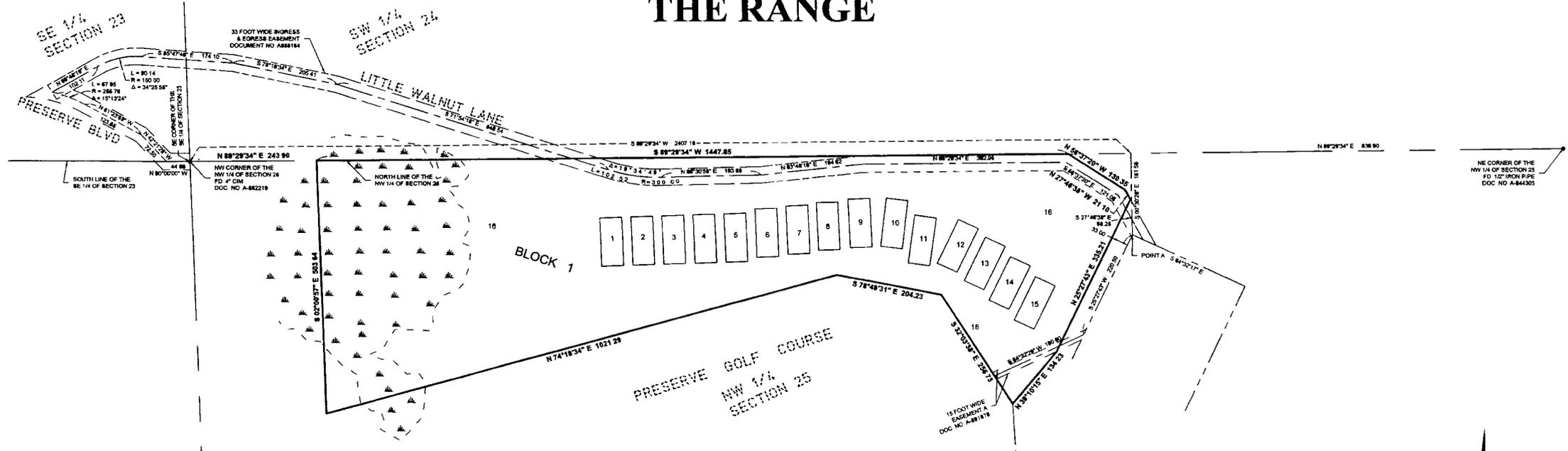


NOTE TWO 4-5 FOOT ORNAMENTAL DECIDUOUS TREES TO BE PLANTED BETWEEN BUILDINGS

PROJECT NUMBER 19024
DATE 8-15-2019



THE RANGE



KNOW ALL PERSONS BY THESE PRESENTS That Daniel Helbling and Lauri Helbling, husband and wife, fee owners, and Helbling Land LLP, a limited liability partnership under the laws of North Dakota, fee owner of the following described property situated in the County of Crow Wing, State of Minnesota to-wit:

TRACT A
That part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 243.90 feet to the point of beginning of the tract to be hereinafter described; thence South 02 degrees 00 minutes 57 seconds East 503.64 feet; thence North 74 degrees 18 minutes 34 seconds East 1021.29 feet; thence South 78 degrees 49 minutes 31 seconds East 204.23 feet; thence South 32 degrees 03 minutes 38 seconds East 256.73 feet; thence North 39 degrees 10 minutes 15 seconds East 134.23 feet; thence North 25 degrees 27 minutes 43 seconds East 335.21 feet; thence North 27 degrees 46 minutes 38 seconds West 21.10 feet; thence North 56 degrees 37 minutes 20 seconds West 130.35 feet to said north line; thence South 89 degrees 29 minutes 34 seconds West along said north line 1447.85 feet to the point of beginning.

Together with and subject to a 33.00 foot wide easement for ingress and egress purposes over and across the Southeast Quarter, Section 23, over and across the Southwest Quarter, Section 24 and over and across the Northwest Quarter, Section 25, all in Township 136 North, Range 29 West, Crow Wing County, Minnesota, the centerline is described as follows: Commencing at the southeast corner of said Southeast Quarter; thence North 90 degrees 00 minutes 00 seconds West, assumed bearing, along the south line of said Southeast Quarter 44.66 feet; thence North 42 degrees 21 minutes 28 seconds West 72.50 feet; thence North 61 degrees 23 minutes 59 seconds West 123.65 feet; thence northwesterly 67.95 feet along a tangential curve concave to the southwest having a radius of 255.76 and a central angle of 15 degrees 13 minutes 24 seconds to the point of beginning of the centerline to be hereinafter described; thence North 59 degrees 46 minutes 19 seconds East not tangent to last described curve 102.11 feet; thence northeasterly 90.14 feet along a tangential curve concave to the southeast having a radius of 150.00 feet and a central angle of 34 degrees 25 minutes 55 seconds; thence South 85 degrees 47 minutes 46 seconds East tangent to said last described curve 174.10 feet; thence South 78 degrees 18 minutes 18 seconds East 205.41 feet; thence South 71 degrees 54 minutes 15 seconds East 548.54 feet; thence easterly 102.52 feet along a tangential curve concave to the north having a radius of 300.00 feet and a central angle of 19 degrees 34 minutes 49 seconds; thence North 88 degrees 30 minutes 56 seconds East tangent to said last described curve 193.89 feet; thence North 83 degrees 48 minutes 18 seconds East 194.62 feet; thence North 89 degrees 29 minutes 34 seconds East 392.56 feet; thence South 56 degrees 37 minutes 20 seconds East 121.08 feet; thence South 27 degrees 46 minutes 38 seconds East 94.25 feet and said described centerline there terminating.

The sidelines of easterly end of easement shall be prolonged or shortened to terminate on lines bearing South 25 degrees 27 minutes 43 seconds West and South 64 degrees 32 minutes 17 seconds East from Point A. Said Point A is described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 1812.18 feet; thence South 00 degrees 30 minutes 26 seconds East 161.56 feet to said Point A.

Also subject to easements, restrictions and reservations of record.

Have caused the same to be surveyed and platted as THE RANGE.

In witness whereof said Daniel Helbling and Lauri Helbling, husband and wife, have hereunto set their hands this ___ day of ___, 20__.

Daniel Helbling Lauri Helbling

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of ___, 20__, by Daniel Helbling and Lauri Helbling

(Notary Signature) (Notary Printed Name)
NOTARY PUBLIC, COUNTY, STATE OF _____
MY COMMISSION EXPIRES _____

In witness whereof said Helbling Land LLP, a limited liability partnership under the laws of North Dakota, has caused these presents to be signed by its proper officer ___ day of ___, 20__.

Signed Helbling Land LLP

RoseMary Helbling, Managing Partner

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of ___, 20__, by RoseMary Helbling, Managing Partner of Helbling Land LLP, a limited liability partnership under the laws of North Dakota.

(Notary Signature) (Notary Printed Name)
NOTARY PUBLIC, COUNTY STATE OF _____
MY COMMISSION EXPIRES _____

Patrick A. Trotter do hereby certify that this plat was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the boundary survey, that all mathematical data and labels are correctly designated on this plat, that all monuments depicted on this plat have been or will be correctly set within one year, that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3 as of the date of this certificate are shown and labeled on this plat, and that all public ways are shown and labeled on this plat.

Dated this ___ day of ___, 20__.

Patrick A. Trotter, Licensed Land Surveyor
Minnesota License Number 41002

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ___ day of ___, 20__, by Patrick A. Trotter, Minnesota Licensed Land Surveyor

(Notary Signature) (Notary Printed Name)
NOTARY PUBLIC, COUNTY, STATE OF MINNESOTA
MY COMMISSION EXPIRES _____

Department of Auditor-Treasurer

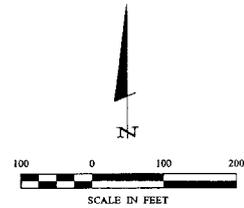
Pursuant to Minnesota Statutes, Chapter 272.12, that there are no delinquent taxes on the land hereinbefore described on this plat and transfer and pursuant to Chapter 505.021, Subd. 9, taxes payable for the year 20__ on the land hereinbefore described have been paid this ___ day of ___, 20__.

Gary Griffin, Auditor-Treasurer for Crow Wing County, Minnesota

City Council, City of Pequot Lakes, Minnesota

This plat of THE RANGE was approved by the City Council for the City of Pequot Lakes, Minnesota on this ___ day of ___, 20__.

By James Tayloe, Mayor By Angie Daus, City Clerk



LEGEND

- ▲ DENOTES DELINEATED WETLAND
- DENOTES BROWN PIPE FOUND SET AS NOTED
- DENOTES 1/2 INCH x 1/8 INCH IRON PIPE SET AND MARKED BY LICENSEE NO. 41002

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25 TO HAVE AN ASSIGNED BEARING OF N 89° 29' 34" E

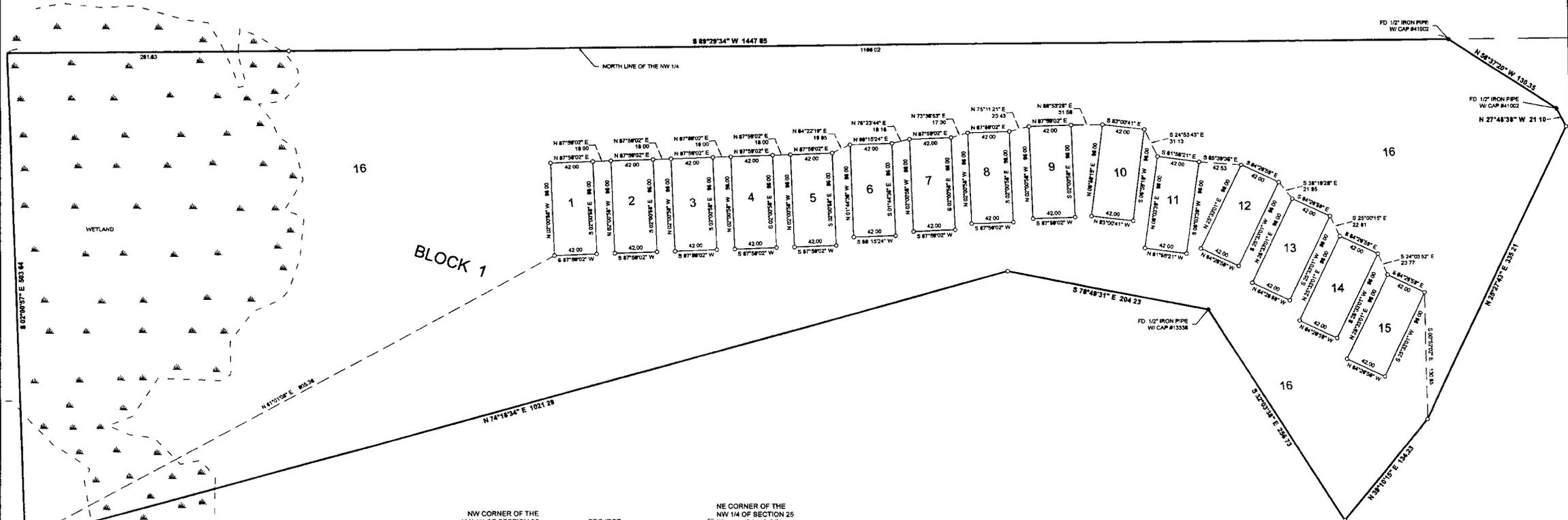
REVIEW COPY

SEE SHEET 2 OF 2 FOR LOT LAYOUT

STONEMARK SURVEYING
30206 Rasmussen Road
Suite 1
P.O. Box 874
Pequot Lakes MN 56472
218-548-4940
www.stonemarksurveying.com

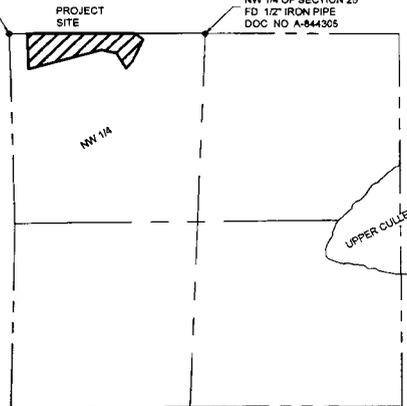
THE RANGE

SW 1/4
SECTION 24-T136N-P29W



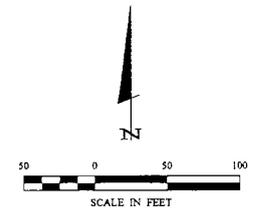
NW CORNER OF THE NW 1/4 OF SECTION 25
FD 4" CIM
DOC NO A-852219

NE CORNER OF THE NW 1/4 OF SECTION 25
FD 1/2" IRON PIPE
DOC NO A-844305



SECTION 25-T136N-R29W
VICINITY MAP
NOT TO SCALE

REVIEW COPY



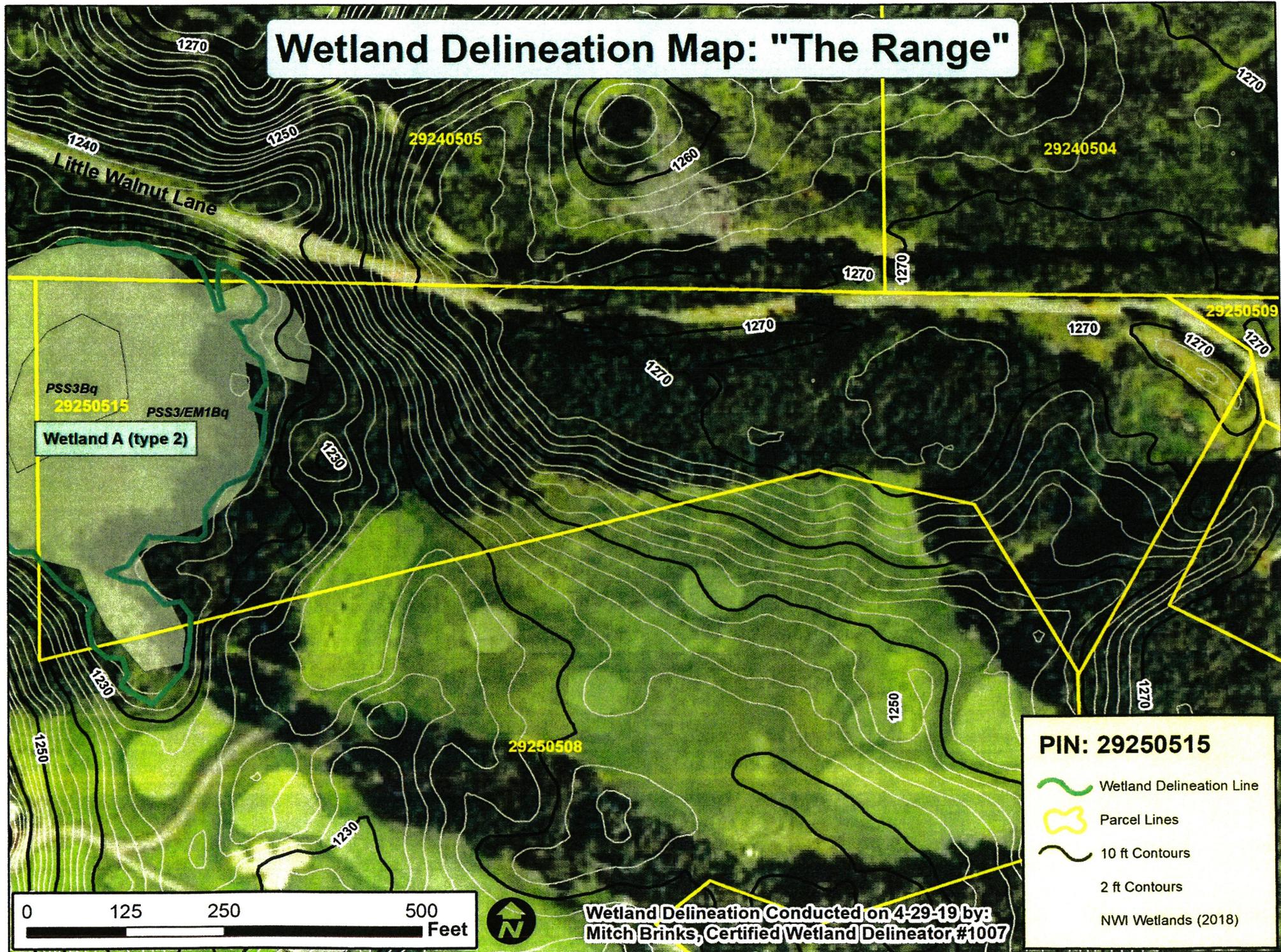
LEGEND

- ▲ DENOTES DELINEATED WETLAND
 - DENOTES IRON PIPE FOUND
SIZE AS NOTED
 - DENOTES 1/2 INCH x 18 INCH
IRON PIPE SET AND MARKED
BY LICENSE NO 41002
- ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE NORTH LINE OF THE NORTHWEST
QUARTER OF SECTION 25 TO HAVE AN ASSUMED
BEARING OF N 89°29'14" E



30206 Rasmussen Road
Suite 1
P O Box 874
Pequot Lakes, MN 56472
218-568-4940
www.stonemarksurveying.com

Wetland Delineation Map: "The Range"



AUG 19 2019



MPCA Certified and Licensed
Advanced SSTS Professionals

14234 Fruit Farm Road
St. Joseph MN 56374
320-363-1300
www.watab.net

Report Date: 07.17.2019

Project ID: 6970

New Construction
Type I
Septic System Design

Project:

The Range, Lots 1-5

Location:

Little Walnut Lane, Pequot Lakes MN

290-252-100-AZA-009

Crow Wing County

City of Pequot Lakes

Section: 25 Township: 136 Range: 29

Notes:

Septic system to serve (3) groups of
(5) 3-bedroom homes each, 15 homes total.



Preliminary Evaluation Worksheet



v 04.02.2019

1. Contact Information

Property Owner/Client: Date Completed:

Site Address: Project ID:

Email: Phone:

Mailing Address:

Legal Description:

Parcel ID: TWP: SEC: RNG:

2. Flow and General System Information

A. Client-Provided Information

Project Type: New Construction Replacement Expansion Repair

Project Use: Residential Other Establishment:

Residential use: # Bedrooms: Dwelling Sq.ft.: Unfinished Sq. Ft.:

Adults: # Children: # Teenagers:

In-home business (Y/N): If yes, describe:

Water-using devices: (check all that apply)

<input type="checkbox"/> Garbage Disposal/Grinder	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Hot Tub*
<input type="checkbox"/> Sewage pump in basement	<input checked="" type="checkbox"/> Water Softener*	<input type="checkbox"/> Sump Pump*
<input type="checkbox"/> Large Bathtub >40 gallons	<input type="checkbox"/> Iron Filter*	<input type="checkbox"/> Self-Cleaning Humidifier*
<input checked="" type="checkbox"/> Clothes Washing Machine	<input checked="" type="checkbox"/> High Eff. Furnace*	<input type="checkbox"/> Other: <input type="text"/>

* Clear water source - should not go into system

Additional current or future uses:

Anticipated non-domestic waste:

The above is complete & accurate:

Client signature & date

B. Designer-determined flow Information

Attach additional information as necessary.

Design Flow: GPD Anticipated Waste Type:

BOD: mg/L TSS mg/L Oil & Grease mg/L

#	Description	Mn. ID#	Well Depth (ft.)	Casing Depth (ft.)	Confining Layer	STA Setback	Source
1							
2							
3							
4							

Additional Well Information:



Preliminary Evaluation Worksheet



Site within 200' of noncommunity transient well (Y/N) Yes, source:

Site within a drinking water supply management area (Y/N) Yes, source:

Site in a Well Head Protection inner wellhead management zone (Y/N) Yes, source:

Buried water supply pipes within 50 ft of proposed system (Y/N)

B. Site located in a shoreland district/area? Yes, name:

Elevation of ordinary high water level: ft Source:

Classification: Tank Setback: ft. STA Setbk: ft.

C. Site located in a floodplain? Yes, Type(s):

Floodplain designation/elevation (10 Year): ft Source:

Floodplain designation/elevation (100 Year): ft Source:

D. Property Line Id / Source: Owner Survey County GIS Plat Map Other:

E. ID distance of relevant setbacks on map: Water Easements Well(s)
 Building(s) Property Lines OHWL Other:

4. Preliminary Soil Profile Information From Web Soil Survey (attach map & description)

Map Units: Slope Range: %

List landforms:

Landform position(s):

Parent materials:

Depth to Bedrock/Restrictive Feature: in Depth to Watertable: in

Map Unit Ratings

Septic Tank Absorption Field- At-grade:

Septic Tank Absorption Field- Mound:

Septic Tank Absorption Field- Trench:

5. Local Government Unit Information

Name of LGU:

LGU Contact:

LGU-specific setbacks:

LGU-specific design requirements:

LGU-specific installation requirements:

Notes:



Field Evaluation Worksheet



1. Project Information		v 04.02.2019
Property Owner/Client:	The Range, Lots 1-5	Project ID: 6970
Site Address:	Little Walnut Lane, Pequot Lakes MN	Date Completed: 7/17/2019
2. Utility and Structure Information		
Utility Locations Identified	<input checked="" type="checkbox"/> Gopher State One Call # 	<input checked="" type="checkbox"/> Any Private Utilities: Verify with owner
Locate and Verify (<i>see Site Evaluation map</i>)		
	<input type="checkbox"/> Existing Buildings	<input checked="" type="checkbox"/> Improvements
	<input checked="" type="checkbox"/> Easements	<input checked="" type="checkbox"/> Setbacks
3. Site Information		
Vegetation type(s):	Upland grass & woods	Landscape position: Backslope
Percent slope:	1 %	Slope shape: LL
		Slope direction: South/Southwest
Describe the flooding or run-on potential of site: Minor		
Describe the need for Type III or Type IV system: n/a		
Note: 		
Elevations and Benchmarks identified on map? (Y/N): Y If yes, describe: See Site Plan		
Proposed soil treatment area protected? (Y/N): Y If yes, describe: Staked		
4. General Soils Information		
Filled, Compacted, Disturbed areas (Y/N): Y		
If yes, describe: Areas of significant disturbance have been avoided.		
Soil observations were conducted in the proposed system location (Y/N): Y		
A soil observation in the most limiting area of the proposed system (Y/N): Y		
Number of soil observations: 35 Soil observation logs attached (Y/N): Y		
Percolation tests performed & attached (Y/N): N		
5. Phase I. Reporting Information		
Periodically saturated soil:	Depth: 78 (#28) in	Elevation: 1263.45 ft
Standing water:	>84 in	None encountered ft
Bedrock:	>84 in	None encountered ft
Benchmark:		1270.7 ft
Soil Texture: Loamy Sand/Sand		
Percolation Rate: n/a min/inch		
Soil Hyd Loading Rate: 1.2 gpd/ft ²		
Benchmark Location: Top of surveyor's property pin in Dan Helbling's driveway (see site plan)		
Differences between soil survey and field evaluation: No significant differences noted.		
Site evaluation issues / comments: No major issues.		
Anticipated construction issues: See site plan.		



Design Summary Page

1. PROJECT INFORMATION		v 04.02.2019
Property Owner/Client:	<input type="text" value="The Range, Lots 1-5"/>	Project ID: <input type="text" value="6970"/>
Site Address:	<input type="text" value="Little Walnut Lane, Pequot Lakes MN"/>	Date: <input type="text" value="07.17.2019"/>
Email Address:	<input type="text"/>	Phone: <input type="text"/>
2. DESIGN FLOW & WASTE STRENGTH <i>Attach data / estimate basis for Other Establishments</i>		
Design Flow:	<input type="text" value="1125"/> GPD	Anticipated Waste Type: <input type="text" value="Residential"/>
BOD:	<input type="text" value="<170"/> mg/L	TSS: <input type="text" value="<60"/> mg/L
Oil & Grease:	<input type="text" value="<25"/> mg/L	
Treatment Level:	<input type="text" value="C"/> <i>Select Treatment Level C for residential septic tank effluent</i>	
3. HOLDING TANK SIZING		
Minimum Capacity: Residential =400 gal/bedroom, Other Establishment = Design Flow x 5.0, Minimum size 1000 gallons		
Code Minimum Holding Tank Capacity:	<input type="text"/> Gallons	in <input type="text"/> Tanks or Compartments
Recommended Holding Tank Capacity:	<input type="text"/> Gallons	in <input type="text"/> Tanks or Compartments
Type of High Level Alarm:	<input type="text"/> (Set @ 75% tank capacity)	
Comments:	<input type="text"/>	
4. SEPTIC TANK SIZING		
A. Residential dwellings:		
Number of Bedrooms (Residential):	<input type="text" value="3"/>	
Code Minimum Septic Tank Capacity:	<input type="text" value="1000"/> Gallons	in <input type="text" value="1"/> Tanks or Compartments
Recommended Septic Tank Capacity:	<input type="text" value="1500"/> Gallons	in <input type="text" value="2"/> Tanks or Compartments
Effluent Screen & Alarm (Y/N):	<input type="text" value="N"/>	Model/Type: <input type="text" value="n/a"/>
B. Other Establishments:		
Waste received by:	<input type="text"/>	<input type="text"/> GPD x <input type="text"/> Days Hyd. Retention Time
Code Minimum Septic Tank Capacity:	<input type="text"/> Gallons	in <input type="text"/> Tanks or Compartments
Recommended Septic Tank Capacity:	<input type="text"/> Gallons	in <input type="text"/> Tanks or Compartments
Effluent Screen & Alarm (Y/N):	<input type="text"/>	Model/Type: <input type="text"/>
5. PUMP TANK SIZING		
Pump Tank 1 Capacity (Minimum):	<input type="text" value="1125"/> Gal	Pump Tank 2 Capacity (Minimum): <input type="text" value="2250"/> Gal
Pump Tank 1 Capacity (Recommended):	<input type="text" value="2000"/> Gal	Pump Tank 2 Capacity (Recommended): <input type="text" value="2500"/> Gal
Pump 1 <input type="text" value="40.0"/> GPM Total Head	<input type="text" value="70.7"/> ft	Pump 2 <input type="text" value="60.0"/> GPM Total Head <input type="text" value="18.3"/> ft
Supply Pipe Dia. <input type="text" value="2.00"/> in	Dose Vol: <input type="text" value="275.0"/> gal	Supply Pipe Dia. <input type="text" value="2.00"/> Dose Vol: <input type="text" value="275.0"/> Gal

6. SYSTEM AND DISTRIBUTION TYPE		Project ID: 6970		
Soil Treatment Type:	Bed	Distribution Type:		
Elevation Benchmark:	1270.7	ft	Benchmark Location:	Top of surveyor's property pin in D
MPCA System Type:	Type I	Distribution Media:	Rock	
Type III/IV Details:				

7. SITE EVALUATION SUMMARY:

Describe Limiting Condition: Pocket of wet soil @ 78" in soil observation 28

Layers with >35% Rock Fragments? (yes/no) N If yes, describe below: % rock and layer thickness, amount of soil credit and any additional information for addressing the rock fragments in this design.

Note:

	Depth		Elevation
Limiting Condition:	78	inches =	6.5
			ft
			1263.45
			ft
Minimum Req'd Separation:	36	inches =	3.0
			ft
			<i>Critical for system compliance</i>
Code Max System Depth:	42	inches =	3.5
			ft
			1266.45
			ft

This is the maximum depth to the bottom of the distribution media or height of the mound.

Soil Texture: Loamy Sand/Sand

Soil Hyd. Loading Rate: 1.20 GPD/ft² Percolation Rate: n/a MPI

Contour Loading Rate: 22.5 Note:

Measured Land Slope: 1.0 % Note:

Comments:

8. SOIL TREATMENT AREA DESIGN SUMMARY

Trench:

Dispersal Area		ft ²	Sidewall Depth		in	Trench Width		ft
Total Lineal Feet		ft	No. of Trenches			Code Max. Trench Depth		in
Contour Loading Rate		ft	Min. Length		ft	Designed Trench Depth		in

Bed:

Dispersal Area	950	ft ²	Sidewall Depth	9.0	in	Maximum Bed Depth	42.0	in
Bed Width	19	ft	Bed Length	50.0	ft	Designed Bed Depth	36.0	in

Mound:

Dispersal Area		ft ²	Bed Length		ft	Bed Width		ft
Absorption Width		ft	Clean Sand Lift		ft	Berm Width (0-1%)		ft
Upslope Berm Width		ft	Downslope Berm		ft	Endslope Berm Width		ft
Total System Length		ft	System Width		ft	Contour Loading Rate		gal/ft

Project ID: 6970

At-Grade:

Bed Width ft Bed Length ft Finished Height ft
 Contour Loading Rate gal/ft Upslope Berm ft Downslope Berm ft
 Endslope Berm ft System Length ft System Width ft

Level & Equal Pressure Distribution

No. of Laterals Perforation Spacing ft Perforation Diameter in
 Lateral Diameter in Min Dose Volume gal Max Dose Volume gal

Non-Level and Unequal Pressure Distribution

	Elevation (ft)	Pipe Size (in)	Pipe Volume (gal/ft)	Pipe Length (ft)	Perf Size (in)	Spacing (ft)	Spacing (in)	
Lateral 1								Minimum Dose Volume <input type="text"/> gal
Lateral 2								
Lateral 3								
Lateral 4								Maximum Dose Volume <input type="text"/> gal
Lateral 5								
Lateral 6								

9. Additional Info for At-Risk, HSW or Type IV Design

A. Starting BOD Concentration = Design Flow X Starting BOD (mg/L) X 8.35 ÷ 1,000,000

gpd X mg/L X 8.35 ÷ 1,000,000 = lbs. BOD/day

B. Target BOD Concentration = Design Flow X Target BOD (mg/L) X 8.35 ÷ 1,000,000

gpd X mg/L X 8.35 ÷ 1,000,000 = lbs. BOD/day

Lbs. BOD To Be Removed:

PreTreatment Technology: *Must Meet or Exceed Target

Disinfection Technology: *Required for Levels A & B

C. Organic Loading to Soil Treatment Area:

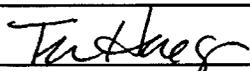
mg/L X gpd x 8.35 ÷ 1,000,000 ÷ ft² = lbs./day/ft²

10. Comments/Special Design Considerations:

See site plan.

I hereby certify that I have completed this work in accordance with all applicable ordinances, rules and laws.

Watab Inc.
(Designer)


(Signature)

L2116
(License #)

07.17.2019
(Date)



Bed Design Worksheet



1. SYSTEM SIZING:	Project ID: 6970	v 04.02.2019
<p>A. Design Flow (Design Sum.1A): <input style="width: 80px;" type="text" value="1125"/> GPD half of design flow per bed, as there are 2 identical beds</p> <p>B. Code Maximum Depth*: <input style="width: 80px;" type="text" value="42"/> inches Designers Maximum Depth: <input style="width: 80px;" type="text" value="36"/> inches</p> <p>C. Soil Loading Rate: <input style="width: 80px;" type="text" value="1.20"/> GPD/ft²</p> <p>D. Required Bottom Area: Design Flow (1.A) ÷ Loading Rate (1.C) = Initial Required Bottom Area <input style="width: 80px;" type="text" value="1125"/> GPD ÷ <input style="width: 80px;" type="text" value="1.20"/> GPD/ft² = <input style="width: 80px;" type="text" value="938"/> ft²</p> <p>E. Select Distribution Method: <input checked="" type="checkbox"/> Pressure <input type="checkbox"/> Gravity <input style="width: 150px;" type="text"/></p> <p>F. Select Dispersal Type: <input checked="" type="checkbox"/> Rock <input type="checkbox"/> Registered <input style="width: 150px;" type="text"/></p> <p>G. If distribution media is installed in contact with sand or loamy sand or with a percolation rate of 0.1 to 5 mpi indicate distribution or treatment method: <input style="width: 150px;" type="text" value="Pressure distribution"/></p>		
2. BED CONFIGURATION: (for sites with less than 6% slope)		
<p>A. Select size Multiplier: <input style="width: 80px;" type="text" value="1.0"/> 1.0 = pressurized or 1.5 = gravity</p> <p>B. Req'd Bottom Area = Bottom Area (1.D) X Size Multiplier = <input style="width: 80px;" type="text" value="937.5"/> ft² X <input style="width: 80px;" type="text" value="1.0"/> ft = <input style="width: 80px;" type="text" value="938"/> ft²</p> <p>C. Designed Bottom Area: <input style="width: 80px;" type="text" value="950"/> ft <i>Optional upsizing of bed area</i></p> <p>D. Select Bed Width: <input style="width: 80px;" type="text" value="19"/> ft</p> <p>E. Calculate Bed Length: Designed Bottom Area ÷ Bed Width = Bed Length <input style="width: 80px;" type="text" value="950"/> ft² ÷ <input style="width: 80px;" type="text" value="19.0"/> ft = <input style="width: 80px;" type="text" value="50.0"/> ft</p>		
3. MATERIAL CALCULATION: ROCK		
<p>A. If drainfield rock is being used, select sidewall height <input style="width: 80px;" type="text" value="9"/> in <input style="width: 80px;" type="text" value="0.75"/> ft</p> <p>B. Media Volume: (Media Depth + depth to cover pipe) X Designed Bottom Area = ft³ <input style="width: 80px;" type="text" value="0.75"/> ft + <input style="width: 80px;" type="text" value="0.33"/> ft X <input style="width: 80px;" type="text" value="950.0"/> ft² = <input style="width: 80px;" type="text" value="1026"/> ft³</p> <p>C. Calculate Volume in cubic yards: Media volume in cubic feet ÷ 27 = cubic yards <input style="width: 80px;" type="text" value="1026"/> ft³ ÷ 27 = <input style="width: 80px;" type="text" value="38"/> yd³</p>		
4. MATERIAL CALCULATION: REGISTERED PRODUCTS - CHAMBERS AND EZFLOW		
<p>A. Registered Product: <input style="width: 150px;" type="text"/></p> <p>B. Component Length: <input style="width: 80px;" type="text"/> ft</p> <p>C. Component Width: <input style="width: 80px;" type="text"/> ft</p> <p>D. Component depth (louver or depth of sidewall loading) <input style="width: 80px;" type="text"/> in</p> <p>E. Number of Components per Row = Bed Length divided by Component Length (Round up) <input style="width: 80px;" type="text"/> ft ÷ <input style="width: 80px;" type="text"/> ft = <input style="width: 80px;" type="text"/> components</p> <p>F. Actual Bed Length = Number of Components X Component Length: <input style="width: 80px;" type="text"/> components X <input style="width: 80px;" type="text"/> ft = <input style="width: 80px;" type="text"/> ft</p> <p>G. Number of Rows = Bed Width divided by Component Width <input style="width: 80px;" type="text"/> ft ÷ <input style="width: 80px;" type="text"/> ft = <input style="width: 80px;" type="text"/> rows <i>Adjust width so this is an whole number.</i></p> <p>H. Total Number of Components = Number of Components per Row X Number of Rows <input style="width: 80px;" type="text"/> X <input style="width: 80px;" type="text"/> = <input style="width: 80px;" type="text"/> components</p> <p style="text-align: right;"><i>Check registered product information for specific application details and design</i></p>		

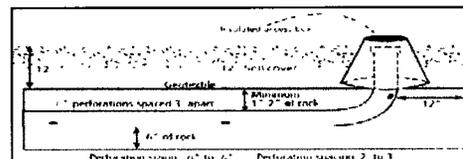


Pressure Distribution Design Worksheet

Project ID: 6970

v 04.02.2019

- Media Bed Width: ft
- Minimum Number of Laterals in system/zone = Rounded up number of $[(\text{Media Bed Width} - 4) \div 3] + 1$.
 $[(\text{19} - 4) \div 3] + 1 = \text{6}$ laterals *Does not apply to at-grades*
- Spacing of laterals; Must be ≥ 1 ft. and ≤ 3 ft.: ft
- Designer Selected Number of Laterals: laterals
Cannot be less than line 2 (Except in at-grades)
- Select Perforation Spacing: ft
- Select Perforation Diameter Size: in
 Perforations may not be less than 1 ft. from end.
- Length of Laterals = Media Bed Length - 2 Feet. - 2ft = ft
- Determine the Number of Perforation Spaces. Divide the Length of Laterals by the Perforation Spacing and round down to the nearest whole number.
 Number of Perforation Spaces = ft \div ft = Spaces
- Number of Perforations per Lateral is equal to 1.0 plus the Number of Perforation Spaces. Check table below to verify the number of perforations per lateral guarantees less than a 10% discharge variation. The value is double with a center manifold.
 Perforations Per Lateral = Spaces + 1 = Perfs. Per Lateral



Maximum Number of Perforations Per Lateral to Guarantee <10% Discharge Variation											
1/4 Inch Perforations						7/32 Inch Perforations					
Perforation Spacing (Feet)	Pipe Diameter (Inches)					Perforation Spacing (Feet)	Pipe Diameter (Inches)				
	1	1 1/4	1 1/2	2	3		1	1 1/4	1 1/2	2	3
2	10	13	18	30	60	2	11	16	21	34	68
2 1/2	8	12	16	28	54	2 1/2	10	14	20	32	64
3	8	12	16	25	52	3	9	14	19	30	60
3/16 Inch Perforations						1/8 Inch Perforations					
Perforation Spacing (Feet)	Pipe Diameter (Inches)					Perforation Spacing (Feet)	Pipe Diameter (Inches)				
	1	1 1/4	1 1/2	2	3		1	1 1/4	1 1/2	2	3
2	12	18	26	46	87	2	21	33	44	74	149
2 1/2	12	17	24	40	80	2 1/2	20	30	41	69	135
3	12	16	22	37	75	3	20	29	38	64	128

- Total Number of Perforations equals the Number of Perforations per Lateral multiplied by the Number of Perforated Laterals.

Perf. Per Lat. X Number of Perf. Lat. = Total Number of Perf.

- Select Type of Manifold Connection: (End or Center)
- Select Lateral Diameter (See Table): in



Pressure Distribution Design Worksheet

13. Calculate the *Square Feet per Perforation*. Recommended value is 4-11 ft² per perforation.

Does not apply to At-Grades

a. *Bed Area* = Bed Width (ft) X Bed Length (ft)

$$\boxed{19} \text{ ft} \times \boxed{50} \text{ ft} = \boxed{950} \text{ ft}^2$$

b. *Square Foot per Perforation* = *Bed Area* divided by the *Total Number of Perforations*.

$$\boxed{950} \text{ ft}^2 \div \boxed{102} \text{ perforations} = \boxed{9.3} \text{ ft}^2/\text{perforations}$$

14. Select *Minimum Average Head*:

$$\boxed{2.0} \text{ ft}$$

15. Select *Perforation Discharge* (GPM) based on Table:

$$\boxed{0.59} \text{ GPM per Perforation}$$

16. Determine required *Flow Rate* by multiplying the *Total Number of Perfs.* by the *Perforation Discharge*.

$$\boxed{102} \text{ Perfs} \times \boxed{0.59} \text{ GPM per Perforation} = \boxed{60} \text{ GPM}$$

17. *Volume of Liquid Per Foot of Distribution Piping* (Table II):

$$\boxed{0.110} \text{ Gallons/ft}$$

18. *Volume of Distribution Piping* =

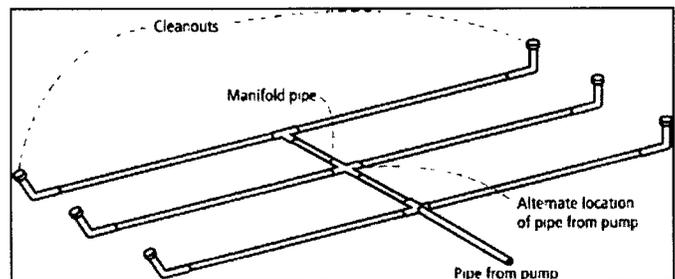
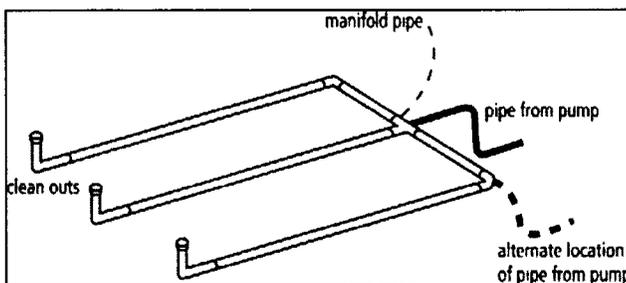
= [Number of Perforated Laterals X Length of Laterals X (Volume of Liquid Per Foot of Distribution Piping)]

$$\boxed{6} \times \boxed{48} \text{ ft} \times \boxed{0.110} \text{ gal/ft} = \boxed{31.7} \text{ Gallons}$$

19. Minimum Delivered Volume = Volume of Distribution Piping X 4

$$\boxed{31.7} \text{ gals} \times 4 = \boxed{126.7} \text{ Gallons}$$

Pipe Diameter (inches)	Liquid Per Foot (Gallons)
1	0.045
1.25	0.078
1.5	0.110
2	0.170
3	0.380
4	0.661



Comments/Special Design Considerations:



Basic Pump Selection Design Worksheet

1. PUMP CAPACITY Project ID: 6970 v 04.02.2019

Pumping to Gravity or Pressure Distribution:

1. If pumping to gravity enter the gallon per minute of the pump: GPM (10 - 45 gpm)

2. If pumping to a pressurized distribution system: GPM

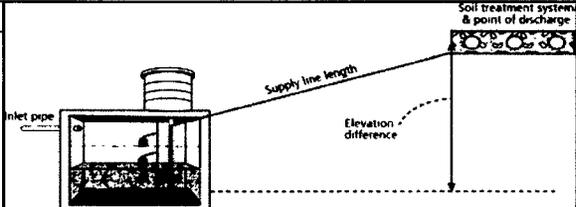
3. Enter pump description:

2. HEAD REQUIREMENTS

A. Elevation Difference ft between pump and point of discharge:

B. Distribution Head Loss: ft

C. Additional Head Loss: ft (due to special equipment, etc.)



Distribution Head Loss	
Gravity Distribution = 0ft	
Pressure Distribution based on Minimum Average Head Value on Pressure Distribution Worksheet:	
Minimum Average Head	Distribution Head Loss
1ft	5ft
2ft	6ft
5ft	10ft

Table I. Friction Loss in Plastic Pipe per 100ft

Flow Rate (GPM)	Pipe Diameter (inches)			
	1	1.25	1.5	2
10	9.1	3.1	1.3	0.3
12	12.8	4.3	1.8	0.4
14	17.0	5.7	2.4	0.6
16	21.8	7.3	3.0	0.7
18		9.1	3.8	0.9
20		11.1	4.6	1.1
25		16.8	6.9	1.7
30		23.5	9.7	2.4
35			12.9	3.2
40			16.5	4.1
45			20.5	5.0
50				6.1
55				7.3
60				8.6
65				10.0
70				11.4
75				13.0
85				16.4
95				20.1

D. 1. Supply Pipe Diameter: in

2. Supply Pipe Length: ft

E. Friction Loss in Plastic Pipe per 100ft from Table I:

Friction Loss = ft per 100ft of pipe

F. Determine Equivalent Pipe Length from pump discharge to soil dispersal area discharge point. Estimate by adding 25% to supply pipe length for fitting loss. Supply Pipe Length (D.2) X 1.25 = Equivalent Pipe Length

ft X 1.25 = ft

G. Calculate Supply Friction Loss by multiplying Friction Loss Per 100ft (Line E) by the Equivalent Pipe Length (Line F) and divide by 100.

Supply Friction Loss = ft per 100ft X ft ÷ 100 = ft

H. Total Head requirement is the sum of the Elevation Difference (Line A), the Distribution Head Loss (Line B), Additional Head Loss (Line C), and the Supply Friction Loss (Line G)

ft + ft + ft + ft = ft

3. PUMP SELECTION

A pump must be selected to deliver at least **40.0** GPM (Line 1 or Line 2) with at least **70.7** feet of total head.

Comments:
Collector pump for lots 1-5, Liberty FL100



Pump Tank Design Worksheet (Demand Dose)

DETERMINE TANK CAPACITY AND DIMENSIONS

Project ID: 6970

v 04.02.2019

1. A. Design Flow (Design Sum.1A): GPD C. Tank Use:
- B. Min. required pump tank capacity: Gal D. Recommended pump tank capacity: Gal

2. A. Tank Manufacturer: B. Tank Model:
- C. Capacity from manufacturer: Gallons
- D. Gallons per inch from manufacturer: Gallons per inch
- E. Liquid depth of tank from manufacturer: inches

Note: Design calculations are based on this specific tank. Substituting a different tank model will change the pump float or timer settings. Contact designer if changes are necessary.

DETERMINE DOSING VOLUME

- 3 Calculate Volume to Cover Pump (The inlet of the pump must be at least 4-inches from the bottom of the pump tank & 2 inches of water covering the pump is recommended)

(Pump and block height + 2 inches) X Gallons Per Inch (2C or 3E)

(in + 2 inches) X Gallons Per Inch = Gallons

- 4 Minimum Delivered Volume = 4 X Volume of Distribution Piping:

-Item 18 of the Pressure Distribution or Item 11 of Non-level

Gallons (Minimum dose) inches/dose

- 5 Calculate Maximum Pumpout Volume (25% of Design Flow)

Design Flow: GPD X 0.25 = Gallons (Maximum dose) inches/dose

- 6 Select a pumpout volume that meets both Minimum and Maximum: Gallons

- 7 Calculate Doses Per Day = Design Flow ÷ Delivered Volume

gpd ÷ gal = Doses

- 8 Calculate Drainback:

A. Diameter of Supply Pipe = inches

B. Length of Supply Pipe = feet

C. Volume of Liquid Per Lineal Foot of Pipe = Gallons/ft

D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe
 ft X gal/ft = Gallons

9. Total Dosing Volume = Delivered Volume plus Drainback

gal + gal = Gallons

10. Minimum Alarm Volume = Depth of alarm (2 or 3 inches) X gallons per inch of tank

in X gal/in = Gallons

Volume of Liquid in Pipe

Pipe Diameter (inches)	Liquid Per Foot (Gallons)
1	0.045
1.25	0.078
1.5	0.110
2	0.170
3	0.380
4	0.661

DEMAND DOSE FLOAT SETTINGS

11. Calculate Float Separation Distance using Dosing Volume.

Total Dosing Volume / Gallons Per Inch

gal ÷ gal/in = Inches

12. Measuring from bottom of tank:

- A. Distance to set Pump Off Float = Pump + block height + 2 inches

in + 2 in = Inches

- B. Distance to set Pump On Float = Distance to Set Pump-Off Float + Float Separation Distance

in + in = Inches

- C. Distance to set Alarm Float = Distance to set Pump-On Float + Alarm Depth (2-3 inches)

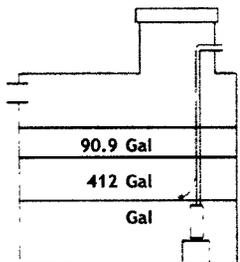
in + in = Inches

Inches for Dose: in

Alarm Depth: in

Pump On: in

Pump Off: in



1. PUMP CAPACITY Project ID: 6970 v 04.02.2019

Pumping to Gravity or Pressure Distribution:

Pressure

1. If pumping to gravity enter the gallon per minute of the pump: GPM (10 - 45 gpm)

2. If pumping to a pressurized distribution system: GPM

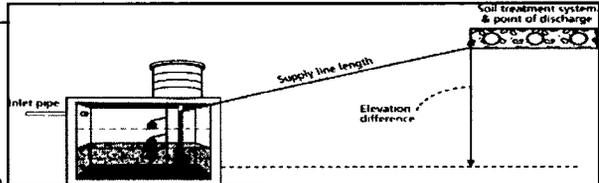
3. Enter pump description:

2. HEAD REQUIREMENTS

A. Elevation Difference ft
between pump and point of discharge:

B. Distribution Head Loss: ft

C. Additional Head Loss: ft (due to special equipment, etc.)



Distribution Head Loss	
Gravity Distribution = 0ft	
Pressure Distribution based on Minimum Average Head Value on Pressure Distribution Worksheet:	
Minimum Average Head	Distribution Head Loss
1ft	5ft
2ft	6ft
5ft	10ft

Table I. Friction Loss in Plastic Pipe per 100ft

Flow Rate (GPM)	Pipe Diameter (inches)			
	1	1.25	1.5	2
10	9.1	3.1	1.3	0.3
12	12.8	4.3	1.8	0.4
14	17.0	5.7	2.4	0.6
16	21.8	7.3	3.0	0.7
18		9.1	3.8	0.9
20		11.1	4.6	1.1
25		16.8	6.9	1.7
30		23.5	9.7	2.4
35			12.9	3.2
40			16.5	4.1
45			20.5	5.0
50				6.1
55				7.3
60				8.6
65				10.0
70				11.4
75				13.0
85				16.4
95				20.1

D. 1. Supply Pipe Diameter: in

2. Supply Pipe Length: ft

E. Friction Loss in Plastic Pipe per 100ft from Table I:

Friction Loss = ft per 100ft of pipe

F. Determine Equivalent Pipe Length from pump discharge to soil dispersal area discharge point. Estimate by adding 25% to supply pipe length for fitting loss. $Supply\ Pipe\ Length\ (D.2) \times 1.25 = Equivalent\ Pipe\ Length$

ft X 1.25 = ft

G. Calculate Supply Friction Loss by multiplying Friction Loss Per 100ft (Line E) by the Equivalent Pipe Length (Line F) and divide by 100.

Supply Friction Loss =

ft per 100ft X ft + 100 = ft

H. Total Head requirement is the sum of the Elevation Difference (Line A), the Distribution Head Loss (Line B), Additional Head Loss (Line C), and the Supply Friction Loss (Line G)

ft + ft + ft + ft = ft

3. PUMP SELECTION

A pump must be selected to deliver at least **60.0** GPM (Line 1 or Line 2) with at least **18.3** feet of total head.

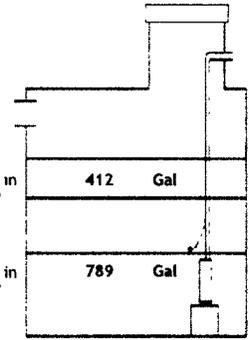
Comments:



Pump Tank Design Worksheet (Time Dose)



DETERMINE TANK CAPACITY AND DIMENSIONS		Project ID: 6970	v 04.02.2019																
1.	A. Design Flow (Design Sum. 1A): <input style="width: 80px;" type="text" value="1125"/> GPD C. 70% of Design Flow <input style="width: 80px;" type="text" value="788"/> Gal D. Min. required pump tank capacity: <input style="width: 80px;" type="text" value="2250"/> Gal	B. Tank Use: <input style="width: 150px;" type="text" value="Dosing"/> E. Recommended capacity: <input style="width: 80px;" type="text" value="2500"/> Gal																	
2.	A. Tank Manufacturer: <input style="width: 150px;" type="text" value="Brown Precast"/> C. Capacity from manufacturer: <input style="width: 80px;" type="text" value="2500"/> Gallons D. Gallons per inch: <input style="width: 80px;" type="text" value="43.9"/> Gallons per inch E. Liquid depth of tank from manufacturer: <input style="width: 80px;" type="text" value="57.0"/> inches	B. Tank Model: <input style="width: 150px;" type="text" value="2500"/> <i>Note: Design calculations are based on this specific tank. Substituting a different tank model will change the pump float or timer settings. Contact designer if changes are necessary.</i>																	
DETERMINE DOSING VOLUME																			
3 Calculate Volume to Cover Pump (inlet of the pump should be 4-in from the bottom of the tank & 2 inches of water covering the pump is recommended) (Pump and block height + 2 inches) X Gallons Per Inch (2C or 3E) (<input style="width: 60px;" type="text" value="16"/> in + 2 inches) X <input style="width: 60px;" type="text" value="43.9"/> Gallons Per Inch = <input style="width: 60px;" type="text" value="789"/> Gallons																			
4 Minimum Delivered Volume = 4 X Volume of Distribution Piping: -Item 18 of the Pressure Distribution or Item 11 of Non-level <input style="width: 60px;" type="text" value="127"/> Gallons (minimum dose) <input style="width: 60px;" type="text" value="2.9"/> inches/dose																			
5 Calculate Maximum Pumpout Volume (25% of Design Flow) Design Flow: <input style="width: 60px;" type="text" value="1125"/> GPD X 0.25 = <input style="width: 60px;" type="text" value="281"/> Gallons (maximum dose) <input style="width: 60px;" type="text" value="6.4"/> inches/dose																			
6 Select a pumpout volume that meets both Minimum and Maximum: <input style="width: 60px;" type="text" value="275"/> Gallons																			
7 Calculate Doses Per Day = 70% Design Flow ÷ Delivered Volume <input style="width: 60px;" type="text" value="787.5"/> gpd ÷ <input style="width: 60px;" type="text" value="275"/> gal = <input style="width: 60px;" type="text" value="2.9"/> Doses																			
8 Calculate Drainback: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">A. Diameter of Supply Pipe =</td> <td style="width: 30%;"><input style="width: 60px;" type="text" value="2"/> inches</td> <td style="width: 40%;"></td> </tr> <tr> <td>B. Length of Supply Pipe =</td> <td><input style="width: 60px;" type="text" value="806"/> feet</td> <td></td> </tr> <tr> <td>C. Volume of Liquid Per Lineal Foot of Pipe =</td> <td><input style="width: 60px;" type="text" value="0.170"/> Gallons/ft</td> <td></td> </tr> <tr> <td>D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe</td> <td><input style="width: 60px;" type="text" value="806"/> ft X <input style="width: 60px;" type="text" value="0.170"/> gal/ft =</td> <td><input style="width: 60px;" type="text" value="137.0"/> Gallons</td> </tr> </table>				A. Diameter of Supply Pipe =	<input style="width: 60px;" type="text" value="2"/> inches		B. Length of Supply Pipe =	<input style="width: 60px;" type="text" value="806"/> feet		C. Volume of Liquid Per Lineal Foot of Pipe =	<input style="width: 60px;" type="text" value="0.170"/> Gallons/ft		D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe	<input style="width: 60px;" type="text" value="806"/> ft X <input style="width: 60px;" type="text" value="0.170"/> gal/ft =	<input style="width: 60px;" type="text" value="137.0"/> Gallons				
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9. Total Dosing Volume = Delivered Volume plus Drainback <input style="width: 60px;" type="text" value="275"/> gal + <input style="width: 60px;" type="text" value="137.0"/> gal = <input style="width: 60px;" type="text" value="412"/> Gallons																			
10. Minimum Alarm Volume = Depth of alarm (2 or 3 inches) X gallons per inch of tank <input style="width: 60px;" type="text" value="2"/> in X <input style="width: 60px;" type="text" value="43.9"/> gal/in = <input style="width: 60px;" type="text" value="87.7"/> Gallons																			
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Volume of Liquid in Pipe</th> </tr> <tr> <th>Pipe Diameter (inches)</th> <th>Liquid Per Foot (Gallons)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="text-align: center;">0.045</td></tr> <tr><td style="text-align: center;">1.25</td><td style="text-align: center;">0.078</td></tr> <tr><td style="text-align: center;">1.5</td><td style="text-align: center;">0.110</td></tr> <tr><td style="text-align: center;">2</td><td style="text-align: center;">0.170</td></tr> <tr><td style="text-align: center;">3</td><td style="text-align: center;">0.380</td></tr> <tr><td style="text-align: center;">4</td><td style="text-align: center;">0.661</td></tr> </tbody> </table>	Volume of Liquid in Pipe		Pipe Diameter (inches)	Liquid Per Foot (Gallons)	1	0.045	1.25	0.078	1.5	0.110	2	0.170	3	0.380	4	0.661	
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3	0.380																		
4	0.661																		
TIMER FLOAT SETTINGS*																			
11. Required Flow Rate: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">A. From Design (Line 12 of Pressure, Line 10 of Non-Level or Line 6 of Pump*):</td> <td style="width: 20%;"><input style="width: 60px;" type="text" value="60"/> GPM</td> <td style="width: 40%;"></td> </tr> <tr> <td>B. Or calculated: GPM = Change in Depth (in) x Gallons Per Inch / Time Interval in Minutes</td> <td><input style="width: 60px;" type="text" value=""/> in X <input style="width: 60px;" type="text" value="43.9"/> gal/in ÷ <input style="width: 60px;" type="text" value=""/> min =</td> <td><input style="width: 60px;" type="text" value="#DIV/0!"/> GPM</td> </tr> </table>				A. From Design (Line 12 of Pressure, Line 10 of Non-Level or Line 6 of Pump*):	<input style="width: 60px;" type="text" value="60"/> GPM		B. Or calculated: GPM = Change in Depth (in) x Gallons Per Inch / Time Interval in Minutes	<input style="width: 60px;" type="text" value=""/> in X <input style="width: 60px;" type="text" value="43.9"/> gal/in ÷ <input style="width: 60px;" type="text" value=""/> min =	<input style="width: 60px;" type="text" value="#DIV/0!"/> GPM										
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12. Select Flow Rate from Line 11.A or 11.B above*: <input style="width: 60px;" type="text" value="60.0"/> GPM																			
13. Calculate TIMER ON setting: Total Dosing Volume / GPM <input style="width: 60px;" type="text" value="412"/> gal ÷ <input style="width: 60px;" type="text" value="60.0"/> gpm = <input style="width: 60px;" type="text" value="6.9"/> Minutes ON*																			
14. Calculate TIMER OFF setting: Minutes Per Day (1440) / Doses Per Day - Minutes On 1440 min ÷ <input style="width: 60px;" type="text" value="3"/> doses/day - <input style="width: 60px;" type="text" value="6.9"/> min = <input style="width: 60px;" type="text" value="496.0"/> Minutes OFF*																			
15. Pump Off Float - Measuring from bottom of tank: Distance to set Pump Off Float = Gallons to Cover Pump / Gallons Per Inch: <input style="width: 60px;" type="text" value="789"/> gal ÷ <input style="width: 60px;" type="text" value="43.9"/> gal/in = <input style="width: 60px;" type="text" value="18.0"/> Inches																			
16. Alarm Float - Measuring from bottom of tank (90% recommended): Distance to set Alarm Float = Tank Depth X % of Tank Depth (0.90 recommended) <input style="width: 60px;" type="text" value="57.0"/> in X <input style="width: 60px;" type="text" value="0.9"/> = <input style="width: 60px;" type="text" value="51.3"/> in																			





MPCA Certified and Licensed
Advanced SSTS Professionals

14234 Fruit Farm Road
St. Joseph MN 56374
320-363-1300
www.watab.net

Report Date: 07.17.2019

Project ID: 6970

New Construction
Type I
Septic System Design

Project:

The Range, Lots 6-10

Location:

Little Walnut Lane, Pequot Lakes MN

290-252-100-AZA-009

Crow Wing County

City of Pequot Lakes

Section: 25 Township: 136 Range: 29

Notes:

Septic system to serve (3) groups of
(5) 3-bedroom homes each, 15 homes total.



Preliminary Evaluation Worksheet



v 04.02.2019

1. Contact Information

Property Owner/Client: Date Completed:

Site Address: Project ID:

Email: Phone:

Mailing Address:

Legal Description:

Parcel ID: TWP: SEC: RNG:

2. Flow and General System Information

A. Client-Provided Information

Project Type: New Construction Replacement Expansion Repair

Project Use: Residential Other Establishment:

Residential use: # Bedrooms: Dwelling Sq.ft.: Unfinished Sq. Ft.:

Adults: # Children: # Teenagers:

In-home business (Y/N): If yes, describe:

Water-using devices: (check all that apply)

<input type="checkbox"/> Garbage Disposal/Grinder	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Hot Tub*
<input type="checkbox"/> Sewage pump in basement	<input checked="" type="checkbox"/> Water Softener*	<input type="checkbox"/> Sump Pump*
<input type="checkbox"/> Large Bathtub >40 gallons	<input type="checkbox"/> Iron Filter*	<input type="checkbox"/> Self-Cleaning Humidifier*
<input checked="" type="checkbox"/> Clothes Washing Machine	<input checked="" type="checkbox"/> High Eff. Furnace*	<input type="checkbox"/> Other: <input type="text"/>

* Clear water source - should not go into system

Additional current or future uses:

Anticipated non-domestic waste:

The above is complete & accurate:

Client signature & date

B. Designer-determined flow Information

Attach additional information as necessary.

Design Flow: GPD Anticipated Waste Type:

BOD: mg/L TSS mg/L Oil & Grease mg/L

#	Description	Mn. ID#	Well Depth (ft.)	Casing Depth (ft.)	Confining Layer	STA Setback	Source
1							
2							
3							
4							

Additional Well Information:



Preliminary Evaluation Worksheet

Site within 200' of noncommunity transient well (Y/N) Yes, source:

Site within a drinking water supply management area (Y/N) Yes, source:

Site in a Well Head Protection inner wellhead management zone (Y/N) Yes, source:

Buried water supply pipes within 50 ft of proposed system (Y/N)

B. Site located in a shoreland district/area? Yes, name:

Elevation of ordinary high water level: ft Source:

Classification: Tank Setback: ft. STA Setbk: ft.

C. Site located in a floodplain? Yes, Type(s):

Floodplain designation/elevation (10 Year): ft Source:

Floodplain designation/elevation (100 Year): ft Source:

D. Property Line Id / Source: Owner Survey County GIS Plat Map Other:

E. ID distance of relevant setbacks on map: Water Easements Well(s)
 Building(s) Property Lines OHWL Other:

4. Preliminary Soil Profile Information From Web Soil Survey (attach map & description)

Map Units: Slope Range: %

List landforms:

Landform position(s):

Parent materials:

Depth to Bedrock/Restrictive Feature: in Depth to Watertable: in

Map Unit Ratings

Septic Tank Absorption Field- At-grade:

Septic Tank Absorption Field- Mound:

Septic Tank Absorption Field- Trench:

5. Local Government Unit Information

Name of LGU:

LGU Contact:

LGU-specific setbacks:

LGU-specific design requirements:

LGU-specific installation requirements:

Notes:



Field Evaluation Worksheet



1. Project Information		v 04.02.2019
Property Owner/Client:	The Range, Lots 6-10	Project ID: 6970
Site Address:	Little Walnut Lane, Pequot Lakes MN	Date Completed: 7/17/2019
2. Utility and Structure Information		
Utility Locations Identified	<input checked="" type="checkbox"/> Gopher State One Call # 	<input checked="" type="checkbox"/> Any Private Utilities: Verify with owner
Locate and Verify (<i>see Site Evaluation map</i>)		
	<input type="checkbox"/> Existing Buildings	<input checked="" type="checkbox"/> Improvements
	<input checked="" type="checkbox"/> Easements	<input checked="" type="checkbox"/> Setbacks
3. Site Information		
Vegetation type(s):	Upland grass & woods	Landscape position: Backslope
Percent slope:	1 %	Slope shape: LL
		Slope direction: South/Southwest
Describe the flooding or run-on potential of site: Minor		
Describe the need for Type III or Type IV system: n/a		
Note: 		
Elevations and Benchmarks identified on map? (Y/N):	Y	If yes, describe: See Site Plan
Proposed soil treatment area protected? (Y/N):	Y	If yes, describe: Staked
4. General Soils Information		
Filled, Compacted, Disturbed areas (Y/N):	Y	
If yes, describe:	Areas of significant disturbance have been avoided.	
Soil observations were conducted in the proposed system location (Y/N):	Y	
A soil observation in the most limiting area of the proposed system (Y/N):	Y	
Number of soil observations:	35	Soil observation logs attached (Y/N): Y
Percolation tests performed & attached (Y/N):	N	
5. Phase I. Reporting Information		
	Depth	Elevation
Periodically saturated soil:	78 (#28) in	1263.45 ft
Standing water:	>84 in	None encountered ft
Bedrock:	>84 in	None encountered ft
Benchmark:		1270.7 ft
Benchmark Location:	Top of surveyor's property pin in Dan Helbling's driveway (see site plan)	
Differences between soil survey and field evaluation:	No significant differences noted.	
Site evaluation issues / comments:	No major issues.	
Anticipated construction issues:	See site plan.	



Design Summary Page

1. PROJECT INFORMATION		v 04.02.2019
Property Owner/Client:	<input type="text" value="The Range, Lots 6-10"/>	Project ID: <input type="text" value="6970"/>
Site Address:	<input type="text" value="Little Walnut Lane, Pequot Lakes MN"/>	Date: <input type="text" value="07.17.2019"/>
Email Address:	<input type="text"/>	Phone: <input type="text"/>
2. DESIGN FLOW & WASTE STRENGTH <i>Attach data / estimate basis for Other Establishments</i>		
Design Flow:	<input type="text" value="1125"/> GPD	Anticipated Waste Type: <input type="text" value="Residential"/>
BOD:	<input type="text" value="<170"/> mg/L	TSS: <input type="text" value="<60"/> mg/L Oil & Grease: <input type="text" value="<25"/> mg/L
Treatment Level:	<input type="text" value="C"/> <i>Select Treatment Level C for residential septic tank effluent</i>	
3. HOLDING TANK SIZING		
Minimum Capacity: Residential = 400 gal/bedroom, Other Establishment = Design Flow x 5.0, Minimum size 1000 gallons		
Code Minimum Holding Tank Capacity:	<input type="text"/> Gallons	in <input type="text"/> Tanks or Compartments
Recommended Holding Tank Capacity:	<input type="text"/> Gallons	in <input type="text"/> Tanks or Compartments
Type of High Level Alarm:	<input type="text"/> (Set @ 75% tank capacity)	
Comments:	<input type="text"/>	
4. SEPTIC TANK SIZING		
A. Residential dwellings:		
Number of Bedrooms (Residential):	<input type="text" value="3"/>	
Code Minimum Septic Tank Capacity:	<input type="text" value="1000"/> Gallons	in <input type="text" value="1"/> Tanks or Compartments
Recommended Septic Tank Capacity:	<input type="text" value="1500"/> Gallons	in <input type="text" value="2"/> Tanks or Compartments
Effluent Screen & Alarm (Y/N):	<input type="text" value="N"/>	Model/Type: <input type="text" value="n/a"/>
B. Other Establishments:		
Waste received by:	<input type="text"/>	<input type="text"/> GPD x <input type="text"/> Days Hyd. Retention Time
Code Minimum Septic Tank Capacity:	<input type="text"/> Gallons	in <input type="text"/> Tanks or Compartments
Recommended Septic Tank Capacity:	<input type="text"/> Gallons	in <input type="text"/> Tanks or Compartments
Effluent Screen & Alarm (Y/N):	<input type="text"/>	Model/Type: <input type="text"/>
5. PUMP TANK SIZING		
Pump Tank 1 Capacity (Minimum):	<input type="text" value="1125"/> Gal	Pump Tank 2 Capacity (Minimum): <input type="text" value="2500"/> Gal
Pump Tank 1 Capacity (Recommended):	<input type="text" value="2000"/> Gal	Pump Tank 2 Capacity (Recommended): <input type="text" value="2500"/> Gal
Pump 1 <input type="text" value="40.0"/> GPM Total Head	<input type="text" value="34.3"/> ft	Pump 2 <input type="text" value="60.0"/> GPM Total Head <input type="text" value="18.3"/> ft
Supply Pipe Dia. <input type="text" value="2.00"/> in	Dose Vol: <input type="text" value="275.0"/> gal	Supply Pipe Dia. <input type="text" value="2.00"/> Dose Vol: <input type="text" value="275.0"/> Gal

6. SYSTEM AND DISTRIBUTION TYPE		Project ID: 6970		
Soil Treatment Type:	Bed	Distribution Type:	Pressure Distribution-Level	
Elevation Benchmark:	1270.7	ft	Benchmark Location:	Top of surveyor's property pin in D
MPCA System Type:	Type I	Distribution Media:	Rock	
Type III/IV Details:				

7. SITE EVALUATION SUMMARY:			
Describe Limiting Condition: Pocket of wet soil @ 78" in soil observation 28			
Layers with >35% Rock Fragments? (yes/no) N If yes, describe below: % rock and layer thickness, amount of soil credit and any additional information for addressing the rock fragments in this design.			
Note: 			
	Depth		Elevation
Limiting Condition:	78	inches =	6.5
			ft
			1263.45
			ft
Minimum Req'd Separation:	36	inches =	3.0
			ft
			<i>Critical for system compliance</i>
Code Max System Depth:	42	inches =	3.5
			ft
			1266.45
			ft
This is the maximum depth to the bottom of the distribution media or height of the mound.			
Soil Texture:	Loamy Sand/Sand		
Soil Hyd. Loading Rate:	1.20	GPD/ft ²	Percolation Rate: n/a MPI
Contour Loading Rate:	22.5		Note:
Measured Land Slope:	1.0	%	Note:
Comments:			

8. SOIL TREATMENT AREA DESIGN SUMMARY								
Trench:								
Dispersal Area		ft ²	Sidewall Depth		in	Trench Width		ft
Total Lineal Feet		ft	No. of Trenches			Code Max. Trench Depth		in
Contour Loading Rate		ft	Min. Length		ft	Designed Trench Depth		in
Bed:								
Dispersal Area	950	ft ²	Sidewall Depth	9.0	in	Maximum Bed Depth	42.0	in
Bed Width	19	ft	Bed Length	50.0	ft	Designed Bed Depth	36.0	in
Mound:								
Dispersal Area		ft ²	Bed Length		ft	Bed Width		ft
Absorption Width		ft	Clean Sand Lift		ft	Berm Width (0-1%)		ft
Upslope Berm Width		ft	Downslope Berm		ft	Endslope Berm Width		ft
Total System Length		ft	System Width		ft	Contour Loading Rate		gal/ft

Project ID: 6970

At-Grade:

Bed Width ft Bed Length ft Finished Height ft
 Contour Loading Rate gal/ft Upslope Berm ft Downslope Berm ft
 Endslope Berm ft System Length ft System Width ft

Level & Equal Pressure Distribution

No. of Laterals Perforation Spacing ft Perforation Diameter in
 Lateral Diameter in Min Dose Volume gal Max Dose Volume gal

Non-Level and Unequal Pressure Distribution

	Elevation (ft)	Pipe Size (in)	Pipe Volume (gal/ft)	Pipe Length (ft)	Perf Size (in)	Spacing (ft)	Spacing (in)	
Lateral 1								Minimum Dose Volume <input type="text"/> gal
Lateral 2								
Lateral 3								
Lateral 4								Maximum Dose Volume <input type="text"/> gal
Lateral 5								
Lateral 6								

9. Additional Info for At-Risk, HSW or Type IV Design

A. Starting BOD Concentration = Design Flow X Starting BOD (mg/L) X 8.35 ÷ 1,000,000

gpd X mg/L X 8.35 ÷ 1,000,000 = lbs. BOD/day

B. Target BOD Concentration = Design Flow X Target BOD (mg/L) X 8.35 ÷ 1,000,000

gpd X mg/L X 8.35 ÷ 1,000,000 = lbs. BOD/day

Lbs. BOD To Be Removed:

PreTreatment Technology: *Must Meet or Exceed Target

Disinfection Technology: *Required for Levels A & B

C. Organic Loading to Soil Treatment Area:

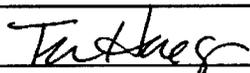
mg/L X gpd x 8.35 ÷ 1,000,000 ÷ ft² = lbs./day/ft²

10. Comments/Special Design Considerations:

See site plan.

I hereby certify that I have completed this work in accordance with all applicable ordinances, rules and laws.

Watab Inc.
(Designer)


(Signature)

L2116
(License #)

07.17.2019
(Date)



Bed Design Worksheet



1. **SYSTEM SIZING:** Project ID: 6970 v 04.02.2019

- A. Design Flow (Design Sum.1A): GPD half of design flow per bed, as there are 2 identical beds
- B. Code Maximum Depth*: inches Designers Maximum Depth: inches
- C. Soil Loading Rate: GPD/ft²
- D. Required Bottom Area: Design Flow (1.A) ÷ Loading Rate (1.C) = Initial Required Bottom Area
 GPD ÷ GPD/ft² = ft²
- E. Select Distribution Method: Pressure
 Gravity
- F. Select Dispersal Type: Rock
 Registered
- G. If distribution media is installed in contact with sand or loamy sand or with a percolation rate of 0.1 to 5 mpi indicate distribution or treatment method:

2. **BED CONFIGURATION: (for sites with less than 6% slope)**

- A. Select size Multiplier: 1.0 = pressurized or 1.5 = gravity
- B. Req'd Bottom Area = Bottom Area (1.D) X Size Multiplier =
 ft² X ft = ft²
- C. Designed Bottom Area: ft *Optional upsizing of bed area*
- D. Select Bed Width: ft
- E. Calculate Bed Length: Designed Bottom Area ÷ Bed Width = Bed Length
 ft² ÷ ft = ft

3. **MATERIAL CALCULATION: ROCK**

- A. If drainfield rock is being used, select sidewall height
 in ft
- B. Media Volume: (Media Depth + depth to cover pipe) X Designed Bottom Area = ft³
(ft + ft) X ft² = ft³
- C. Calculate Volume in cubic yards: Media volume in cubic feet ÷ 27 = cubic yards
 ft³ ÷ 27 = yd³

4. **MATERIAL CALCULATION: REGISTERED PRODUCTS - CHAMBERS AND EZFLOW**

- A. Registered Product: *Check registered product information for specific application details and design*
- B. Component Length: ft
- C. Component Width: ft
- D. Component depth (louver or depth of sidewall loading) in
- E. Number of Components per Row = Bed Length divided by Component Length (Round up)
 ft ÷ ft = components
- F. Actual Bed Length = Number of Components X Component Length:
 components X ft = ft
- G. Number of Rows = Bed Width divided by Component Width
 ft ÷ ft = rows *Adjust width so this is an whole number.*
- H. Total Number of Components = Number of Components per Row X Number of Rows
 X = components



Pressure Distribution Design Worksheet

Project ID: 6970

v 04.02.2019

1. Media Bed Width: ft
2. Minimum Number of Laterals in system/zone = Rounded up number of $[(\text{Media Bed Width} - 4) \div 3] + 1$.

$[(\text{ } \boxed{19} \text{ } - 4) \div 3] + 1 = \boxed{6}$ laterals *Does not apply to at-grades*

3. Spacing of laterals; Must be ≥ 1 ft. and ≤ 3 ft.: ft

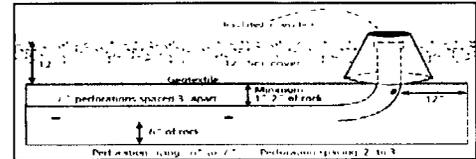
4. Designer Selected Number of Laterals: laterals

Cannot be less than line 2 (Except in at-grades)

5. Select Perforation Spacing: ft

6. Select Perforation Diameter Size: in

Perforations may not be less than 1 ft. from end.



7. Length of Laterals = Media Bed Length - 2 Feet. - 2ft = ft

8. Determine the Number of Perforation Spaces. Divide the Length of Laterals by the Perforation Spacing and round down to the nearest whole number.

Number of Perforation Spaces = ft \div ft = Spaces

9. Number of Perforations per Lateral is equal to 1.0 plus the Number of Perforation Spaces. Check table below to verify the number of perforations per lateral guarantees less than a 10% discharge variation. The value is double with a center manifold.

Perforations Per Lateral = Spaces + 1 = Perfs. Per Lateral

Maximum Number of Perforations Per Lateral to Guarantee <10% Discharge Variation

1/4 Inch Perforations						7/32 Inch Perforations					
Perforation Spacing (Feet)	Pipe Diameter (Inches)					Perforation Spacing (Feet)	Pipe Diameter (Inches)				
	1	1 1/4	1 1/2	2	3		1	1 1/4	1 1/2	2	3
2	10	13	18	30	60	2	11	16	21	34	68
2 1/2	8	12	16	28	54	2 1/2	10	14	20	32	64
3	8	12	16	25	52	3	9	14	19	30	60
3/16 Inch Perforations						1/8 Inch Perforations					
Perforation Spacing (Feet)	Pipe Diameter (Inches)					Perforation Spacing (Feet)	Pipe Diameter (Inches)				
	1	1 1/4	1 1/2	2	3		1	1 1/4	1 1/2	2	3
2	12	18	26	46	87	2	21	33	44	74	149
2 1/2	12	17	24	40	80	2 1/2	20	30	41	69	135
3	12	16	22	37	75	3	20	29	38	64	128

10. Total Number of Perforations equals the Number of Perforations per Lateral multiplied by the Number of Perforated Laterals.

Perf. Per Lat. X Number of Perf. Lat. = Total Number of Perf.

11. Select Type of Manifold Connection: (End or Center)

12. Select Lateral Diameter (See Table): in



Pressure Distribution Design Worksheet

13. Calculate the *Square Feet per Perforation*. Recommended value is 4-11 ft² per perforation.

Does not apply to At-Grades

a. *Bed Area* = Bed Width (ft) X Bed Length (ft)

$$\boxed{19} \text{ ft} \times \boxed{50} \text{ ft} = \boxed{950} \text{ ft}^2$$

b. *Square Foot per Perforation* = *Bed Area* divided by the *Total Number of Perforations*.

$$\boxed{950} \text{ ft}^2 \div \boxed{102} \text{ perforations} = \boxed{9.3} \text{ ft}^2/\text{perforations}$$

14. Select *Minimum Average Head*:

$$\boxed{2.0} \text{ ft}$$

15. Select *Perforation Discharge* (GPM) based on Table:

$$\boxed{0.59} \text{ GPM per Perforation}$$

16. Determine required *Flow Rate* by multiplying the *Total Number of Perfs.* by the *Perforation Discharge*.

$$\boxed{102} \text{ Perfs} \times \boxed{0.59} \text{ GPM per Perforation} = \boxed{60} \text{ GPM}$$

17. *Volume of Liquid Per Foot of Distribution Piping* (Table II):

$$\boxed{0.110} \text{ Gallons/ft}$$

18. *Volume of Distribution Piping* =

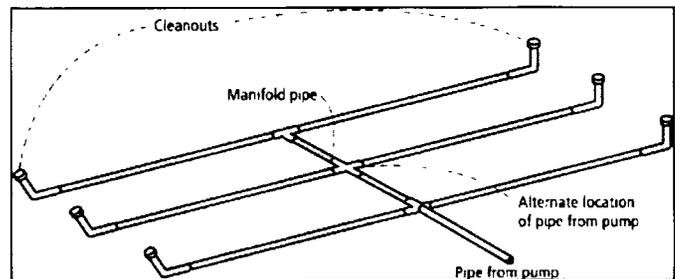
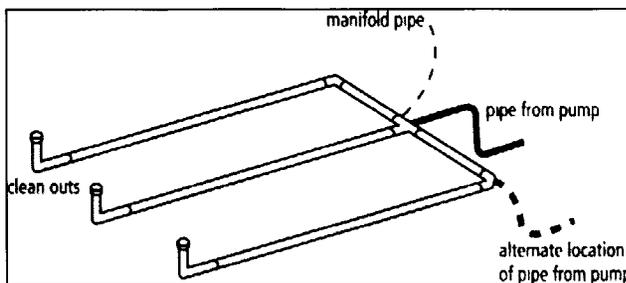
= [Number of Perforated Laterals X Length of Laterals X (Volume of Liquid Per Foot of Distribution Piping)]

$$\boxed{6} \times \boxed{48} \text{ ft} \times \boxed{0.110} \text{ gal/ft} = \boxed{31.7} \text{ Gallons}$$

19. *Minimum Delivered Volume* = *Volume of Distribution Piping* X 4

$$\boxed{31.7} \text{ gals} \times 4 = \boxed{126.7} \text{ Gallons}$$

Pipe Diameter (inches)	Liquid Per Foot (Gallons)
1	0.045
1.25	0.078
1.5	0.110
2	0.170
3	0.380
4	0.661



Comments/Special Design Considerations:

1. PUMP CAPACITY Project ID: 6970 v 04.02.2019

Pumping to Gravity or Pressure Distribution:

1. If pumping to gravity enter the gallon per minute of the pump: GPM (10 - 45 gpm)

2. If pumping to a pressurized distribution system: GPM

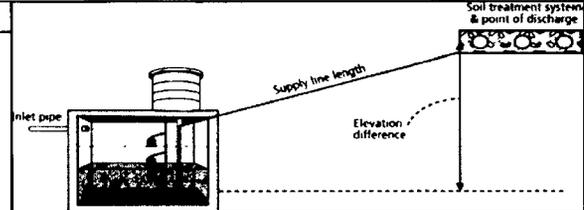
3. Enter pump description:

2. HEAD REQUIREMENTS

A. Elevation Difference ft
between pump and point of discharge:

B. Distribution Head Loss: ft

C. Additional Head Loss: ft (due to special equipment, etc.)



Distribution Head Loss	
Gravity Distribution = 0ft	
Pressure Distribution based on Minimum Average Head Value on Pressure Distribution Worksheet:	
Minimum Average Head	Distribution Head Loss
1ft	5ft
2ft	6ft
5ft	10ft

Table I. Friction Loss in Plastic Pipe per 100ft

Flow Rate (GPM)	Pipe Diameter (Inches)			
	1	1.25	1.5	2
10	9.1	3.1	1.3	0.3
12	12.8	4.3	1.8	0.4
14	17.0	5.7	2.4	0.6
16	21.8	7.3	3.0	0.7
18		9.1	3.8	0.9
20		11.1	4.6	1.1
25		16.8	6.9	1.7
30		23.5	9.7	2.4
35			12.9	3.2
40			16.5	4.1
45			20.5	5.0
50				6.1
55				7.3
60				8.6
65				10.0
70				11.4
75				13.0
85				16.4
95				20.1

D. 1. Supply Pipe Diameter: in

2. Supply Pipe Length: ft

E. Friction Loss in Plastic Pipe per 100ft from Table I:

Friction Loss = ft per 100ft of pipe

F. Determine Equivalent Pipe Length from pump discharge to soil dispersal area discharge point. Estimate by adding 25% to supply pipe length for fitting loss. Supply Pipe Length (D.2) X 1.25 = Equivalent Pipe Length

ft X 1.25 = ft

G. Calculate Supply Friction Loss by multiplying Friction Loss Per 100ft (Line E) by the Equivalent Pipe Length (Line F) and divide by 100.

Supply Friction Loss = ft per 100ft X ft + 100 = ft

H. Total Head requirement is the sum of the Elevation Difference (Line A), the Distribution Head Loss (Line B), Additional Head Loss (Line C), and the Supply Friction Loss (Line G)

ft + ft + ft + ft = ft

3. PUMP SELECTION

A pump must be selected to deliver at least **40.0** GPM (Line 1 or Line 2) with at least **34.3** feet of total head.

Comments:

Collector pump for lots 6-10, Liberty 293 3/4 HP



Pump Tank Design Worksheet (Demand Dose)

DETERMINE TANK CAPACITY AND DIMENSIONS

Project ID: 6970

v 04.02.2019

1. A. Design Flow (Design Sum. 1A): GPD C. Tank Use:
- B. Min. required pump tank capacity: Gal D. Recommended pump tank capacity: Gal

2. A. Tank Manufacturer: B. Tank Model:
- C. Capacity from manufacturer: Gallons
- D. Gallons per inch from manufacturer: Gallons per inch
- E. Liquid depth of tank from manufacturer: inches

Note: Design calculations are based on this specific tank. Substituting a different tank model will change the pump float or timer settings. Contact designer if changes are necessary.

DETERMINE DOSING VOLUME

3 Calculate **Volume to Cover Pump** (The inlet of the pump must be at least 4-inches from the bottom of the pump tank & 2 inches of water covering the pump is recommended)

(Pump and block height + 2 inches) X Gallons Per Inch (2C or 3E)

(in + 2 inches) X Gallons Per Inch = Gallons

4 **Minimum Delivered Volume** = 4 X Volume of Distribution Piping:

-Item 18 of the Pressure Distribution or Item 11 of Non-level

Gallons (Minimum dose) inches/dose

5 Calculate **Maximum Pumpout Volume** (25% of Design Flow)

Design Flow: GPD X 0.25 = Gallons (Maximum dose) inches/dose

6 Select a pumpout volume that meets both Minimum and Maximum: Gallons

7 Calculate **Doses Per Day** = Design Flow ÷ Delivered Volume

gpd ÷ gal = Doses

8 Calculate Drainback:

A. Diameter of Supply Pipe = inches

B. Length of Supply Pipe = feet

C. Volume of Liquid Per Lineal Foot of Pipe = Gallons/ft

D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe

ft X gal/ft = Gallons

9. Total Dosing Volume = Delivered Volume plus Drainback

gal + gal = Gallons

10. Minimum Alarm Volume = Depth of alarm (2 or 3 inches) X gallons per inch of tank

in X gal/in = Gallons

Volume of Liquid in Pipe

Pipe Diameter (inches)	Liquid Per Foot (Gallons)
1	0.045
1.25	0.078
1.5	0.110
2	0.170
3	0.380
4	0.661

DEMAND DOSE FLOAT SETTINGS

11. Calculate **Float Separation Distance** using Dosing Volume .

Total Dosing Volume /Gallons Per Inch

gal ÷ gal/in = Inches

12. Measuring from bottom of tank:

A. Distance to set Pump Off Float = Pump + block height + 2 inches

in + 2 in = Inches

B. Distance to set Pump On Float=Distance to Set Pump-Off Float + Float Separation Distance

in + in = Inches

C. Distance to set Alarm Float = Distance to set Pump-On Float + Alarm Depth (2-3 inches)

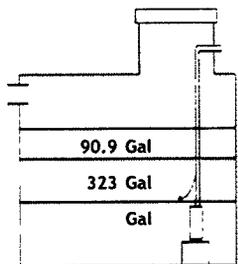
in + in = Inches

Inches for Dose: in

Alarm Depth in

Pump On in

Pump Off in





Basic Pump Selection Design Worksheet



1. PUMP CAPACITY Project ID: 6970 v 04.02.2019

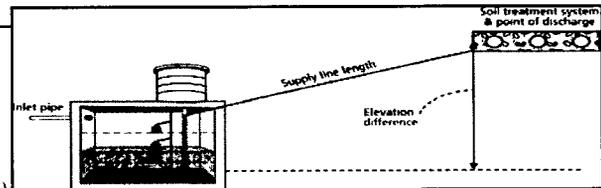
Pumping to Gravity or Pressure Distribution:

Pressure

1. If pumping to gravity enter the gallon per minute of the pump: GPM (10 - 45 gpm)
2. If pumping to a pressurized distribution system: GPM
3. Enter pump description:

2. HEAD REQUIREMENTS

- A. Elevation Difference ft between pump and point of discharge:
- B. Distribution Head Loss: ft
- C. Additional Head Loss: ft (due to special equipment, etc.)



Distribution Head Loss	
Gravity Distribution = 0ft	
Pressure Distribution based on Minimum Average Head Value on Pressure Distribution Worksheet:	
Minimum Average Head	Distribution Head Loss
1ft	5ft
2ft	6ft
5ft	10ft

Table I. Friction Loss in Plastic Pipe per 100ft

Flow Rate (GPM)	Pipe Diameter (inches)			
	1	1.25	1.5	2
10	9.1	3.1	1.3	0.3
12	12.8	4.3	1.8	0.4
14	17.0	5.7	2.4	0.6
16	21.8	7.3	3.0	0.7
18		9.1	3.8	0.9
20		11.1	4.6	1.1
25		16.8	6.9	1.7
30		23.5	9.7	2.4
35			12.9	3.2
40			16.5	4.1
45			20.5	5.0
50				6.1
55				7.3
60				8.6
65				10.0
70				11.4
75				13.0
85				16.4
95				20.1

- D. 1. Supply Pipe Diameter: in
2. Supply Pipe Length: ft

E. Friction Loss in Plastic Pipe per 100ft from Table I:

Friction Loss = ft per 100ft of pipe

F. Determine *Equivalent Pipe Length* from pump discharge to soil dispersal area discharge point. Estimate by adding 25% to supply pipe length for fitting loss. *Supply Pipe Length (D.2) X 1.25 = Equivalent Pipe Length*

ft X 1.25 = ft

G. Calculate *Supply Friction Loss* by multiplying *Friction Loss Per 100ft* (Line E) by the *Equivalent Pipe Length* (Line F) and divide by 100.

Supply Friction Loss = ft per 100ft X ft ÷ 100 = ft

H. *Total Head* requirement is the sum of the *Elevation Difference* (Line A), the *Distribution Head Loss* (Line B), *Additional Head Loss* (Line C), and the *Supply Friction Loss* (Line G)

ft + ft + ft + ft = ft

3. PUMP SELECTION

A pump must be selected to deliver at least **60.0** GPM (Line 1 or Line 2) with at least **18.3** feet of total head.

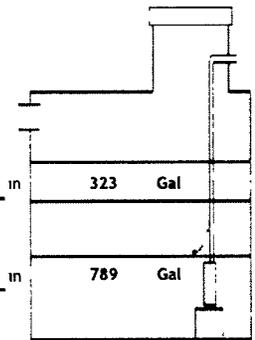
Comments:



Pump Tank Design Worksheet (Time Dose)



DETERMINE TANK CAPACITY AND DIMENSIONS		Project ID: 6970	v 04.02.2019																
1.	A. Design Flow (Design Sum. 1A):	1125 GPD	B. Tank Use: Dosing																
	C. 70% of Design Flow	788 Gal																	
	D. Min. required pump tank capacity:	2500 Gal	E. Recommended capacity: 2500 Gal																
2.	A. Tank Manufacturer: Brown Precast	B. Tank Model: 2500																	
	C. Capacity from manufacturer:	2500 Gallons	<i>Note: Design calculations are based on this specific tank. Substituting a different tank model will change the pump float or timer settings. Contact designer if changes are necessary.</i>																
	D. Gallons per inch:	43.9 Gallons per inch																	
	E. Liquid depth of tank from manufacturer:	57.0 inches																	
DETERMINE DOSING VOLUME																			
3.	Calculate <i>Volume to Cover Pump</i> (inlet of the pump should be 4-in from the bottom of the tank & 2 inches of water covering the pump is recommended) (Pump and block height + 2 inches) X Gallons Per Inch (2C or 3E) (16 in + 2 inches) X 43.9 Gallons Per Inch = 789 Gallons																		
4.	<i>Minimum Delivered Volume</i> = 4 X Volume of Distribution Piping: -Item 18 of the Pressure Distribution or Item 11 of Non-level 127 Gallons (minimum dose) 2.9 inches/dose																		
5.	Calculate <i>Maximum Pumpout Volume</i> (25% of Design Flow) Design Flow: 1125 GPD X 0.25 = 281 Gallons (maximum dose) 6.4 inches/dose																		
6.	Select a pumpout volume that meets both Minimum and Maximum: 275 Gallons																		
7.	Calculate <i>Doses Per Day</i> = 70% Design Flow ÷ Delivered Volume 787.5 gpd ÷ 275 gal = 2.9 Doses																		
8.	Calculate Drainback: <table style="width: 100%; margin-top: 5px;"> <tr> <td>A. Diameter of Supply Pipe =</td> <td style="text-align: center;">2 inches</td> </tr> <tr> <td>B. Length of Supply Pipe =</td> <td style="text-align: center;">283 feet</td> </tr> <tr> <td>C. Volume of Liquid Per Lineal Foot of Pipe =</td> <td style="text-align: center;">0.170 Gallons/ft</td> </tr> <tr> <td>D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe</td> <td style="text-align: center;">283 ft X 0.170 gal/ft = 48.1 Gallons</td> </tr> </table>			A. Diameter of Supply Pipe =	2 inches	B. Length of Supply Pipe =	283 feet	C. Volume of Liquid Per Lineal Foot of Pipe =	0.170 Gallons/ft	D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe	283 ft X 0.170 gal/ft = 48.1 Gallons								
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D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe	283 ft X 0.170 gal/ft = 48.1 Gallons																		
9.	Total Dosing Volume = Delivered Volume plus Drainback 275 gal + 48.1 gal = 323 Gallons																		
10.	Minimum Alarm Volume = Depth of alarm (2 or 3 inches) X gallons per inch of tank 2 in X 43.9 gal/in = 87.7 Gallons																		
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Volume of Liquid in Pipe</th> </tr> <tr> <th>Pipe Diameter (inches)</th> <th>Liquid Per Foot (Gallons)</th> </tr> </thead> <tbody> <tr><td>1</td><td>0.045</td></tr> <tr><td>1.25</td><td>0.078</td></tr> <tr><td>1.5</td><td>0.110</td></tr> <tr><td>2</td><td>0.170</td></tr> <tr><td>3</td><td>0.380</td></tr> <tr><td>4</td><td>0.661</td></tr> </tbody> </table>				Volume of Liquid in Pipe		Pipe Diameter (inches)	Liquid Per Foot (Gallons)	1	0.045	1.25	0.078	1.5	0.110	2	0.170	3	0.380	4	0.661
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2	0.170																		
3	0.380																		
4	0.661																		
TIMER FLOAT SETTINGS*																			
11.	Required Flow Rate: <table style="width: 100%; margin-top: 5px;"> <tr> <td>A. From Design (Line 12 of Pressure, Line 10 of Non-Level or Line 6 of Pump*):</td> <td style="text-align: center;">60 GPM</td> </tr> <tr> <td>B. Or calculated: GPM = Change in Depth (in) x Gallons Per Inch / Time Interval in Minutes</td> <td style="text-align: center;"> in X 43.9 gal/in ÷ min = #DIV/0! GPM</td> </tr> </table>			A. From Design (Line 12 of Pressure, Line 10 of Non-Level or Line 6 of Pump*):	60 GPM	B. Or calculated: GPM = Change in Depth (in) x Gallons Per Inch / Time Interval in Minutes	 in X 43.9 gal/in ÷ min = #DIV/0! GPM												
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B. Or calculated: GPM = Change in Depth (in) x Gallons Per Inch / Time Interval in Minutes	 in X 43.9 gal/in ÷ min = #DIV/0! GPM																		
12.	Select Flow Rate from Line 11 A or 11.B above*: 60.0 GPM																		
13.	Calculate TIMER ON setting: <i>Total Dosing Volume / GPM</i> 323 gal ÷ 60.0 gpm = 5.4 Minutes ON*																		
14.	Calculate TIMER OFF setting: <i>Minutes Per Day (1440) / Doses Per Day - Minutes On</i> 1440 min ÷ 3 doses/day - 5.4 min = 497.5 Minutes OFF*																		
15.	Pump Off Float - Measuring from bottom of tank: <i>Distance to set Pump Off Float = Gallons to Cover Pump / Gallons Per Inch:</i> 789 gal ÷ 43.9 gal/in = 18.0 Inches																		
16.	Alarm Float - Measuring from bottom of tank (90% recommended): <i>Distance to set Alarm Float = Tank Depth X % of Tank Depth (0.90 recommended)</i> 57.0 in X 0.9 = 51.3 in																		





MPCA Certified and Licensed
Advanced SSTS Professionals

14234 Fruit Farm Road
St. Joseph MN 56374
320-363-1300
www.watab.net

Report Date: 07.17.2019

Project ID: 6970

New Construction
Type I
Septic System Design

Project:

The Range, Lots 11-15

Location:

Little Walnut Lane, Pequot Lakes MN

290-252-100-AZA-009

Crow Wing County

City of Pequot Lakes

Section: 25 Township: 136 Range: 29

Notes:

Septic system to serve (3) groups of
(5) 3-bedroom homes each, 15 homes total.



Preliminary Evaluation Worksheet



v 04.02.2019

1. Contact Information

Property Owner/Client: Date Completed:

Site Address: Project ID:

Email: Phone:

Mailing Address:

Legal Description:

Parcel ID: TWP: SEC: RNG:

2. Flow and General System Information

A. Client-Provided Information

Project Type: New Construction Replacement Expansion Repair

Project Use: Residential Other Establishment:

Residential use: # Bedrooms: Dwelling Sq.ft.: Unfinished Sq. Ft.:

Adults: # Children: # Teenagers:

In-home business (Y/N): If yes, describe:

Water-using devices: (check all that apply)

<input type="checkbox"/> Garbage Disposal/Grinder	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Hot Tub*
<input type="checkbox"/> Sewage pump in basement	<input checked="" type="checkbox"/> Water Softener*	<input type="checkbox"/> Sump Pump*
<input type="checkbox"/> Large Bathtub >40 gallons	<input type="checkbox"/> Iron Filter*	<input type="checkbox"/> Self-Cleaning Humidifier*
<input checked="" type="checkbox"/> Clothes Washing Machine	<input checked="" type="checkbox"/> High Eff. Furnace*	<input type="checkbox"/> Other: <input type="text"/>

* Clear water source - should not go into system

Additional current or future uses:

Anticipated non-domestic waste:

The above is complete & accurate:

Client signature & date

B. Designer-determined flow Information

Attach additional information as necessary.

Design Flow: GPD Anticipated Waste Type:

BOD: mg/L TSS: mg/L Oil & Grease: mg/L

#	Description	Mn. ID#	Well Depth (ft.)	Casing Depth (ft.)	Confining Layer	STA Setback	Source
1							
2							
3							
4							

Additional Well Information:



Preliminary Evaluation Worksheet

Site within 200' of noncommunity transient well (Y/N)	N	Yes, source:	Mn Well Index
Site within a drinking water supply management area (Y/N)	N	Yes, source:	Mn Well Index
Site in a Well Head Protection inner wellhead management zone (Y/N)	N	Yes, source:	Mn Well Index
Buried water supply pipes within 50 ft of proposed system (Y/N)	N		
B. Site located in a shoreland district/area?	N	Yes, name:	n/a
Elevation of ordinary high water level:	n/a	ft. Source:	DNR LakeFinder
Classification:	n/a	Tank Setback:	n/a
		ft. STA Setbk:	n/a
		ft.	
C. Site located in a floodplain?	N	Yes, Type(s):	n/a
Floodplain designation/elevation (10 Year):	n/a	ft. Source:	County GIS
Floodplain designation/elevation (100 Year):	n/a	ft. Source:	County GIS
D. Property Line Id / Source:	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Survey <input type="checkbox"/> County GIS <input type="checkbox"/> Plat Map <input type="checkbox"/> Other:		
E. ID distance of relevant setbacks on map:	<input type="checkbox"/> Water <input type="checkbox"/> Easements <input type="checkbox"/> Well(s)		
	<input type="checkbox"/> Building(s) <input type="checkbox"/> Property Lines <input type="checkbox"/> OHWL <input type="checkbox"/> Other:		

4. Preliminary Soil Profile Information From Web Soil Survey (attach map & description)

Map Units:	D49B - Graycalm loamy sand	Slope Range:	2-8 %
List landforms:	Rises		
Landform position(s):	Backslope		
Parent materials:	Outwash		
Depth to Bedrock/Restrictive Feature:	>80	in	Depth to Watertable: >80 in
Map Unit Ratings	Septic Tank Absorption Field- At-grade:	n/a	
	Septic Tank Absorption Field- Mound:	n/a	
	Septic Tank Absorption Field- Trench:	n/a	

5. Local Government Unit Information

Name of LGU:	Crow Wing County
LGU Contact:	Environmental Services Department
LGU-specific setbacks:	See ordinance / permit conditions
LGU-specific design requirements:	See ordinance / permit conditions
LGU-specific installation requirements:	See ordinance / permit conditions
Notes:	



Field Evaluation Worksheet



1. Project Information		v 04.02.2019
Property Owner/Client:	The Range, Lots 11-15	Project ID: 6970
Site Address:	Little Walnut Lane, Pequot Lakes MN	Date Completed: 7/17/2019
2. Utility and Structure Information		
Utility Locations Identified	<input checked="" type="checkbox"/> Gopher State One Call # 	<input checked="" type="checkbox"/> Any Private Utilities: Verify with owner
Locate and Verify (see Site Evaluation map)	<input type="checkbox"/> Existing Buildings	<input checked="" type="checkbox"/> Improvements <input checked="" type="checkbox"/> Easements <input checked="" type="checkbox"/> Setbacks
3. Site Information		
Vegetation type(s):	Upland grass & woods	Landscape position: Backslope
Percent slope:	1 %	Slope shape: LL Slope direction: South/Southwest
Describe the flooding or run-on potential of site: Minor		
Describe the need for Type III or Type IV system: n/a		
Note: 		
Elevations and Benchmarks identified on map? (Y/N):	Y	If yes, describe: See Site Plan
Proposed soil treatment area protected? (Y/N):	Y	If yes, describe: Staked
4. General Soils Information		
Filled, Compacted, Disturbed areas (Y/N):	Y	
If yes, describe:	Areas of significant disturbance have been avoided.	
Soil observations were conducted in the proposed system location (Y/N): Y		
A soil observation in the most limiting area of the proposed system (Y/N): Y		
Number of soil observations:	35	Soil observation logs attached (Y/N): Y
Percolation tests performed & attached (Y/N): N		
5. Phase I. Reporting Information		
Periodically saturated soil:	Depth: 78 (#28) in	Elevation: 1263.45 ft
Standing water:	>84 in	None encountered ft
Bedrock:	>84 in	None encountered ft
Benchmark:		1270.7 ft
Benchmark Location:	Top of surveyor's property pin in Dan Helbling's driveway (see site plan)	
Differences between soil survey and field evaluation:	No significant differences noted.	
Site evaluation issues / comments:	No major issues.	
Anticipated construction issues:	See site plan.	



Design Summary Page



1. PROJECT INFORMATION		v 04.02.2019
Property Owner/Client: <input type="text" value="The Range, Lots 11-15"/>	Project ID: <input type="text" value="6970"/>	
Site Address: <input type="text" value="Little Walnut Lane, Pequot Lakes MN"/>	Date: <input type="text" value="07.17.2019"/>	
Email Address: <input type="text"/>	Phone: <input type="text"/>	
2. DESIGN FLOW & WASTE STRENGTH <i>Attach data / estimate basis for Other Establishments</i>		
Design Flow: <input type="text" value="1125"/> GPD	Anticipated Waste Type: <input type="text" value="Residential"/>	
BOD: <input type="text" value="<170"/> mg/L	TSS: <input type="text" value="<60"/> mg/L	Oil & Grease: <input type="text" value="<25"/> mg/L
Treatment Level: <input type="text" value="C"/> <i>Select Treatment Level C for residential septic tank effluent</i>		
3. HOLDING TANK SIZING		
Minimum Capacity: Residential = 400 gal/bedroom, Other Establishment = Design Flow x 5.0, Minimum size 1000 gallons		
Code Minimum Holding Tank Capacity: <input type="text"/>	Gallons	in <input type="text"/> Tanks or Compartments
Recommended Holding Tank Capacity: <input type="text"/>	Gallons	in <input type="text"/> Tanks or Compartments
Type of High Level Alarm: <input type="text"/>	(Set @ 75% tank capacity)	
Comments: <input type="text"/>		
4. SEPTIC TANK SIZING		
A. Residential dwellings:		
Number of Bedrooms (Residential): <input type="text" value="3"/>		
Code Minimum Septic Tank Capacity: <input type="text" value="1000"/>	Gallons	in <input type="text" value="1"/> Tanks or Compartments
Recommended Septic Tank Capacity: <input type="text" value="1500"/>	Gallons	in <input type="text" value="2"/> Tanks or Compartments
Effluent Screen & Alarm (Y/N): <input type="text" value="N"/>	Model/Type: <input type="text" value="n/a"/>	
B. Other Establishments:		
Waste received by: <input type="text"/>	<input type="text"/> GPD x	<input type="text"/> Days Hyd. Retention Time
Code Minimum Septic Tank Capacity: <input type="text"/>	Gallons	in <input type="text"/> Tanks or Compartments
Recommended Septic Tank Capacity: <input type="text"/>	Gallons	in <input type="text"/> Tanks or Compartments
Effluent Screen & Alarm (Y/N): <input type="text"/>	Model/Type: <input type="text"/>	
5. PUMP TANK SIZING		
Pump Tank 1 Capacity (Minimum): <input type="text" value="1125"/> Gal	Pump Tank 2 Capacity (Minimum): <input type="text" value="2250"/> Gal	
Pump Tank 1 Capacity (Recommended): <input type="text" value="2000"/> Gal	Pump Tank 2 Capacity (Recommended): <input type="text" value="2500"/> Gal	
Pump 1 <input type="text" value="40.0"/> GPM Total Head <input type="text" value="31.8"/> ft	Pump 2 <input type="text" value="60.0"/> GPM Total Head <input type="text" value="18.3"/> ft	
Supply Pipe Dia. <input type="text" value="2.00"/> in Dose Vol: <input type="text" value="275.0"/> gal	Supply Pipe Dia. <input type="text" value="2.00"/> Dose Vol: <input type="text" value="275.0"/> Gal	



Design Summary Page



6. SYSTEM AND DISTRIBUTION TYPE		Project ID: 6970	
Soil Treatment Type:	<input type="text" value="Bed"/>	Distribution Type:	<input type="text" value="Pressure Distribution-Level"/>
Elevation Benchmark:	<input type="text" value="1270.7"/> ft	Benchmark Location:	<input type="text" value="Top of surveyor's property pin in D"/>
MPCA System Type:	<input type="text" value="Type I"/>	Distribution Media:	<input type="text" value="Rock"/>
Type III/IV Details:	<input type="text"/>		<input type="text"/>

7. SITE EVALUATION SUMMARY:			
Describe Limiting Condition: <input 28"="" in="" observation="" soil="" type="text" value="Pocket of wet soil @ 78"/>			
Layers with >35% Rock Fragments? (yes/no) <input type="text" value="N"/> If yes, describe below: % rock and layer thickness, amount of soil credit and any additional information for addressing the rock fragments in this design.			
Note: <input type="text"/>			
	Depth		Elevation
Limiting Condition:	<input type="text" value="78"/> inches =	<input type="text" value="6.5"/> ft	<input type="text" value="1263.45"/> ft
Minimum Req'd Separation:	<input type="text" value="36"/> inches =	<input type="text" value="3.0"/> ft	<i>Critical for system compliance</i>
Code Max System Depth:	<input type="text" value="42"/> inches =	<input type="text" value="3.5"/> ft	<input type="text" value="1266.45"/> ft
This is the maximum depth to the bottom of the distribution media or height of the mound.			
Soil Texture:	<input type="text" value="Loamy Sand/Sand"/>		
Soil Hyd. Loading Rate:	<input type="text" value="1.20"/> GPD/ft ²	Percolation Rate:	<input type="text" value="n/a"/> MPI
Contour Loading Rate:	<input type="text" value="22.5"/>	Note:	<input type="text"/>
Measured Land Slope:	<input type="text" value="1.0"/> %	Note:	<input type="text"/>
Comments:	<input type="text"/>		

8. SOIL TREATMENT AREA DESIGN SUMMARY			
Trench:			
Dispersal Area	<input type="text"/>	ft ²	Sidewall Depth <input type="text"/> in
Total Lineal Feet	<input type="text"/>	ft	Trench Width <input type="text"/> ft
Contour Loading Rate	<input type="text"/>	ft	No. of Trenches <input type="text"/>
			Code Max. Trench Depth <input type="text"/> in
			Min. Length <input type="text"/> ft
			Designed Trench Depth <input type="text"/> in
Bed:			
Dispersal Area	<input type="text" value="950"/>	ft ²	Sidewall Depth <input type="text" value="9.0"/> in
Bed Width	<input type="text" value="19"/>	ft	Maximum Bed Depth <input type="text" value="42.0"/> in
			Bed Length <input type="text" value="50.0"/> ft
			Designed Bed Depth <input type="text" value="36.0"/> in
Mound:			
Dispersal Area	<input type="text"/>	ft ²	Bed Length <input type="text"/> ft
Absorption Width	<input type="text"/>	ft	Bed Width <input type="text"/> ft
Upslope Berm Width	<input type="text"/>	ft	Clean Sand Lift <input type="text"/> ft
Total System Length	<input type="text"/>	ft	Berm Width (0-1%) <input type="text"/> ft
			Downslope Berm <input type="text"/> ft
			Endslope Berm Width <input type="text"/> ft
			System Width <input type="text"/> ft
			Contour Loading Rate <input type="text"/> gal/ft



Design Summary Page



Project ID: 6970

At-Grade:

Bed Width ft Bed Length ft Finished Height ft
 Contour Loading Rate gal/ft Upslope Berm ft Downslope Berm ft
 Endslope Berm ft System Length ft System Width ft

Level & Equal Pressure Distribution

No. of Laterals Perforation Spacing ft Perforation Diameter in
 Lateral Diameter in Min Dose Volume gal Max Dose Volume gal

Non-Level and Unequal Pressure Distribution

	Elevation (ft)	Pipe Size (in)	Pipe Volume (gal/ft)	Pipe Length (ft)	Perf Size (in)	Spacing (ft)	Spacing (in)	
Lateral 1								Minimum Dose Volume <input type="text"/> gal
Lateral 2								
Lateral 3								
Lateral 4								Maximum Dose Volume <input type="text"/> gal
Lateral 5								
Lateral 6								

9. Additional Info for At-Risk, HSW or Type IV Design

A. Starting BOD Concentration = Design Flow X Starting BOD (mg/L) X 8.35 ÷ 1,000,000

gpd X mg/L X 8.35 ÷ 1,000,000 = lbs. BOD/day

B. Target BOD Concentration = Design Flow X Target BOD (mg/L) X 8.35 ÷ 1,000,000

gpd X mg/L X 8.35 ÷ 1,000,000 = lbs. BOD/day

Lbs. BOD To Be Removed:

PreTreatment Technology: *Must Meet or Exceed Target

Disinfection Technology: *Required for Levels A & B

C. Organic Loading to Soil Treatment Area:

mg/L X gpd x 8.35 ÷ 1,000,000 ÷ ft² = lbs./day/ft²

10. Comments/Special Design Considerations:

See site plan.

I hereby certify that I have completed this work in accordance with all applicable ordinances, rules and laws.

Watab Inc.
(Designer)

(Signature)

L2116
(License #)

07.17.2019
(Date)



Bed Design Worksheet



1. SYSTEM SIZING:	Project ID: 6970	v 04.02.2019
<p>A. Design Flow (Design Sum.1A): <input type="text" value="1125"/> GPD half of design flow per bed, as there are 2 identical beds</p> <p>B. Code Maximum Depth*: <input type="text" value="42"/> inches Designers Maximum Depth: <input type="text" value="36"/> inches</p> <p>C. Soil Loading Rate: <input type="text" value="1.20"/> GPD/ft²</p> <p>D. Required Bottom Area: Design Flow (1.A) ÷ Loading Rate (1.C) = Initial Required Bottom Area <input type="text" value="1125"/> GPD ÷ <input type="text" value="1.20"/> GPD/ft² = <input type="text" value="938"/> ft²</p> <p>E. Select Distribution Method: <input checked="" type="checkbox"/> Pressure <input type="checkbox"/> Gravity <input style="width: 200px; height: 15px;" type="text"/></p> <p>F. Select Dispersal Type: <input checked="" type="checkbox"/> Rock <input type="checkbox"/> Registered <input style="width: 200px; height: 15px;" type="text"/></p> <p>G. If distribution media is installed in contact with sand or loamy sand or with a percolation rate of 0.1 to 5 mpi indicate distribution or treatment method: <input style="width: 200px; height: 15px;" type="text" value="Pressure distribution"/></p>		
2. BED CONFIGURATION: (for sites with less than 6% slope)		
<p>A. Select size Multiplier: <input type="text" value="1.0"/> 1.0 = pressurized or 1.5 = gravity</p> <p>B. Req'd Bottom Area = Bottom Area (1.D) X Size Multiplier = <input type="text" value="937.5"/> ft² X <input type="text" value="1.0"/> ft = <input type="text" value="938"/> ft²</p> <p>C. Designed Bottom Area: <input type="text" value="950"/> ft <i>Optional upsizing of bed area</i></p> <p>D. Select Bed Width: <input type="text" value="19"/> ft</p> <p>E. Calculate Bed Length: Designed Bottom Area ÷ Bed Width = Bed Length <input type="text" value="950"/> ft² ÷ <input type="text" value="19.0"/> ft = <input type="text" value="50.0"/> ft</p>		
3. MATERIAL CALCULATION: ROCK		
<p>A. If drainfield rock is being used, select sidewall height <input type="text" value="9"/> in <input type="text" value="0.75"/> ft</p> <p>B. Media Volume: (Media Depth + depth to cover pipe) X Designed Bottom Area = ft³ <input type="text" value="0.75"/> ft + <input type="text" value="0.33"/> ft X <input type="text" value="950.0"/> ft² = <input type="text" value="1026"/> ft³</p> <p>C. Calculate Volume in cubic yards: Media volume in cubic feet ÷ 27 = cubic yards <input type="text" value="1026"/> ft³ ÷ 27 = <input type="text" value="38"/> yd³</p>		
4. MATERIAL CALCULATION: REGISTERED PRODUCTS - CHAMBERS AND EZFLOW		
<p>A. Registered Product: <input style="width: 200px;" type="text"/></p> <p>B. Component Length: <input style="width: 50px;" type="text"/> ft</p> <p>C. Component Width: <input style="width: 50px;" type="text"/> ft</p> <p>D. Component depth (louver or depth of sidewall loading) <input style="width: 50px;" type="text"/> in</p> <p>E. Number of Components per Row = Bed Length divided by Component Length (Round up) <input style="width: 50px;" type="text"/> ft ÷ <input style="width: 50px;" type="text"/> ft = <input style="width: 50px;" type="text"/> components</p> <p>F. Actual Bed Length = Number of Components X Component Length: <input style="width: 50px;" type="text"/> components X <input style="width: 50px;" type="text"/> ft = <input style="width: 50px;" type="text"/> ft</p> <p>G. Number of Rows = Bed Width divided by Component Width <input style="width: 50px;" type="text"/> ft ÷ <input style="width: 50px;" type="text"/> ft = <input style="width: 50px;" type="text"/> rows <i>Adjust width so this is an whole number.</i></p> <p>H. Total Number of Components = Number of Components per Row X Number of Rows <input style="width: 50px;" type="text"/> X <input style="width: 50px;" type="text"/> = <input style="width: 50px;" type="text"/> components</p> <p style="text-align: right;"><i>Check registered product information for specific application details and design</i></p>		



Pressure Distribution Design Worksheet

Project ID: 6970

v 04.02.2019

1. Media Bed Width: ft
2. Minimum Number of Laterals in system/zone = Rounded up number of $[(\text{Media Bed Width} - 4) \div 3] + 1$.

$[(\text{19} - 4) \div 3] + 1 = \text{6}$ laterals *Does not apply to at-grades*

3. Spacing of laterals; Must be ≥ 1 ft. and ≤ 3 ft.: ft

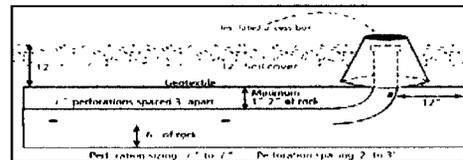
4. Designer Selected Number of Laterals: laterals

Cannot be less than line 2 (Except in at-grades)

5. Select Perforation Spacing: ft

6. Select Perforation Diameter Size: in

Perforations may not be less than 1 ft. from end.



7. Length of Laterals = Media Bed Length - 2 Feet. - 2ft = ft

8. Determine the Number of Perforation Spaces. Divide the Length of Laterals by the Perforation Spacing and round down to the nearest whole number.

Number of Perforation Spaces = ft \div ft = Spaces

9. Number of Perforations per Lateral is equal to 1.0 plus the Number of Perforation Spaces. Check table below to verify the number of perforations per lateral guarantees less than a 10% discharge variation. The value is double with a center manifold.

Perforations Per Lateral = Spaces + 1 = Perfs. Per Lateral

Maximum Number of Perforations Per Lateral to Guarantee <10% Discharge Variation											
1/4 Inch Perforations						7/32 Inch Perforations					
Perforation Spacing (Feet)	Pipe Diameter (Inches)					Perforation Spacing (Feet)	Pipe Diameter (Inches)				
	1	1 1/4	1 1/2	2	3		1	1 1/4	1 1/2	2	3
2	10	13	18	30	60	2	11	16	21	34	68
2 1/2	8	12	16	28	54	2 1/2	10	14	20	32	64
3	8	12	16	25	52	3	9	14	19	30	60
3/16 Inch Perforations						1/8 Inch Perforations					
Perforation Spacing (Feet)	Pipe Diameter (Inches)					Perforation Spacing (Feet)	Pipe Diameter (Inches)				
	1	1 1/4	1 1/2	2	3		1	1 1/4	1 1/2	2	3
2	12	18	26	46	87	2	21	33	44	74	149
2 1/2	12	17	24	40	80	2 1/2	20	30	41	69	135
3	12	16	22	37	75	3	20	29	38	64	128

10. Total Number of Perforations equals the Number of Perforations per Lateral multiplied by the Number of Perforated Laterals.

Perf. Per Lat. X Number of Perf. Lat. = Total Number of Perf.

11. Select Type of Manifold Connection: (End or Center)

12. Select Lateral Diameter (See Table): in



Pressure Distribution Design Worksheet

13. Calculate the *Square Feet per Perforation*. Recommended value is 4-11 ft² per perforation.

Does not apply to At-Grades

a. *Bed Area* = Bed Width (ft) X Bed Length (ft)

$$\boxed{19} \text{ ft} \times \boxed{50} \text{ ft} = \boxed{950} \text{ ft}^2$$

b. *Square Foot per Perforation* = *Bed Area* divided by the *Total Number of Perforations*.

$$\boxed{950} \text{ ft}^2 \div \boxed{102} \text{ perforations} = \boxed{9.3} \text{ ft}^2/\text{perforations}$$

14. Select *Minimum Average Head*:

$$\boxed{2.0} \text{ ft}$$

15. Select *Perforation Discharge* (GPM) based on Table:

$$\boxed{0.59} \text{ GPM per Perforation}$$

16. Determine required *Flow Rate* by multiplying the *Total Number of Perfs.* by the *Perforation Discharge*.

$$\boxed{102} \text{ Perfs} \times \boxed{0.59} \text{ GPM per Perforation} = \boxed{60} \text{ GPM}$$

17. *Volume of Liquid Per Foot of Distribution Piping* (Table II):

$$\boxed{0.110} \text{ Gallons/ft}$$

18. *Volume of Distribution Piping* =

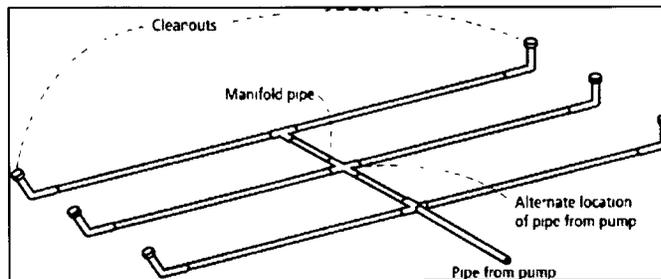
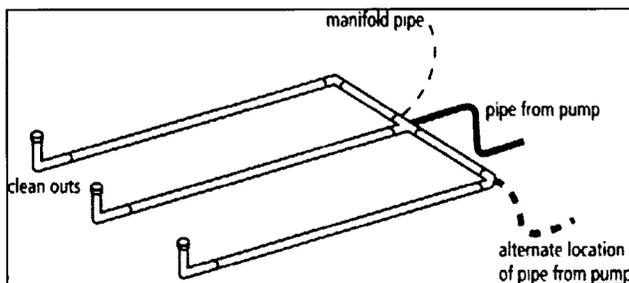
= [Number of Perforated Laterals X Length of Laterals X (Volume of Liquid Per Foot of Distribution Piping)]

$$\boxed{6} \times \boxed{48} \text{ ft} \times \boxed{0.110} \text{ gal/ft} = \boxed{31.7} \text{ Gallons}$$

19. Minimum Delivered Volume = Volume of Distribution Piping X 4

$$\boxed{31.7} \text{ gals} \times 4 = \boxed{126.7} \text{ Gallons}$$

Table II Volume of Liquid in Pipe	
Pipe Diameter (inches)	Liquid Per Foot (Gallons)
1	0.045
1.25	0.078
1.5	0.110
2	0.170
3	0.380
4	0.661



Comments/Special Design Considerations:

1. PUMP CAPACITY Project ID: 6970 v 04.02.2019

Pumping to Gravity or Pressure Distribution:

1. If pumping to gravity enter the gallon per minute of the pump: GPM (10 - 45 gpm)

2. If pumping to a pressurized distribution system: GPM

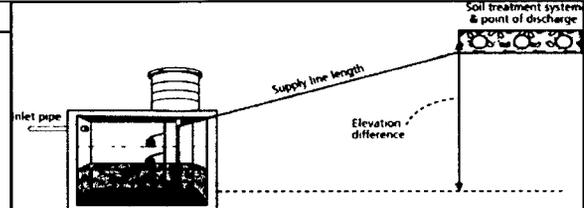
3. Enter pump description:

2. HEAD REQUIREMENTS

A. Elevation Difference ft between pump and point of discharge:

B. Distribution Head Loss: ft

C. Additional Head Loss: ft (due to special equipment, etc.)



Distribution Head Loss	
Gravity Distribution = 0ft	
Pressure Distribution based on Minimum Average Head Value on Pressure Distribution Worksheet:	
Minimum Average Head	Distribution Head Loss
1ft	5ft
2ft	6ft
5ft	10ft

Table I. Friction Loss in Plastic Pipe per 100ft

Flow Rate (GPM)	Pipe Diameter (Inches)			
	1	1.25	1.5	2
10	9.1	3.1	1.3	0.3
12	12.8	4.3	1.8	0.4
14	17.0	5.7	2.4	0.6
16	21.8	7.3	3.0	0.7
18		9.1	3.8	0.9
20		11.1	4.6	1.1
25		16.8	6.9	1.7
30		23.5	9.7	2.4
35			12.9	3.2
40			16.5	4.1
45			20.5	5.0
50				6.1
55				7.3
60				8.6
65				10.0
70				11.4
75				13.0
85				16.4
95				20.1

D. 1. Supply Pipe Diameter: in

2. Supply Pipe Length: ft

E. Friction Loss in Plastic Pipe per 100ft from Table I:

Friction Loss = ft per 100ft of pipe

F. Determine Equivalent Pipe Length from pump discharge to soil dispersal area discharge point. Estimate by adding 25% to supply pipe length for fitting loss. Supply Pipe Length (D.2) X 1.25 = Equivalent Pipe Length

ft X 1.25 = ft

G. Calculate Supply Friction Loss by multiplying Friction Loss Per 100ft (Line E) by the Equivalent Pipe Length (Line F) and divide by 100.

Supply Friction Loss = ft per 100ft X ft ÷ 100 = ft

H. Total Head requirement is the sum of the Elevation Difference (Line A), the Distribution Head Loss (Line B), Additional Head Loss (Line C), and the Supply Friction Loss (Line G)

ft + ft + ft + ft = ft

3. PUMP SELECTION

A pump must be selected to deliver at least **40.0** GPM (Line 1 or Line 2) with at least **31.8** feet of total head.

Comments:

Collector pump for lots 11-15, Liberty 293 3/4 HP



Pump Tank Design Worksheet (Demand Dose)

DETERMINE TANK CAPACITY AND DIMENSIONS

Project ID: 6970

v 04.02.2019

1. A. Design Flow (Design Sum. 1A): GPD C. Tank Use:
- B. Min. required pump tank capacity: Gal D. Recommended pump tank capacity: Gal

2. A. Tank Manufacturer: B. Tank Model:
- C. Capacity from manufacturer: Gallons
- D. Gallons per inch from manufacturer: Gallons per inch
- E. Liquid depth of tank from manufacturer: inches

Note: Design calculations are based on this specific tank. Substituting a different tank model will change the pump float or timer settings. Contact designer if changes are necessary.

DETERMINE DOSING VOLUME

3 Calculate **Volume to Cover Pump** (The inlet of the pump must be at least 4-inches from the bottom of the pump tank & 2 inches of water covering the pump is recommended)

(Pump and block height + 2 inches) X Gallons Per Inch (2C or 3E)

(in + 2 inches) X Gallons Per Inch = Gallons

4 **Minimum Delivered Volume** = 4 X Volume of Distribution Piping:

-Item 18 of the Pressure Distribution or Item 11 of Non-level

Gallons (Minimum dose) inches/dose

5 Calculate **Maximum Pumpout Volume** (25% of Design Flow)

Design Flow: GPD X 0.25 = Gallons (Maximum dose) inches/dose

6 Select a pumpout volume that meets both Minimum and Maximum: Gallons

7 Calculate **Doses Per Day** = Design Flow ÷ Delivered Volume

gpd ÷ gal = Doses

8 Calculate Drainback:

A. Diameter of Supply Pipe = inches

B. Length of Supply Pipe = feet

C. Volume of Liquid Per Lineal Foot of Pipe = Gallons/ft

D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe

ft X gal/ft = Gallons

9. Total Dosing Volume = Delivered Volume plus Drainback

gal + gal = Gallons

10. Minimum Alarm Volume = Depth of alarm (2 or 3 inches) X gallons per inch of tank

in X gal/in = Gallons

Volume of Liquid in Pipe

Pipe Diameter (inches)	Liquid Per Foot (Gallons)
1	0.045
1.25	0.078
1.5	0.110
2	0.170
3	0.380
4	0.661

DEMAND DOSE FLOAT SETTINGS

11. Calculate **Float Separation Distance** using Dosing Volume .

Total Dosing Volume / Gallons Per Inch

gal ÷ gal/in = Inches

12. Measuring from bottom of tank:

A. Distance to set Pump Off Float = Pump + block height + 2 inches

in + 2 in = Inches

B. Distance to set Pump On Float = Distance to Set Pump-Off Float + Float Separation Distance

in + in = Inches

C. Distance to set Alarm Float = Distance to set Pump-On Float + Alarm Depth (2-3 inches)

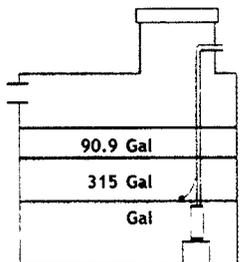
in + in = Inches

Inches for Dose: in

Alarm Depth: in

Pump On: in

Pump Off: in





Basic Pump Selection Design Worksheet

1. PUMP CAPACITY Project ID: 6970 v 04.02.2019

Pumping to Gravity or Pressure Distribution:

1. If pumping to gravity enter the gallon per minute of the pump: GPM (10 - 45 gpm)

2. If pumping to a pressurized distribution system: GPM

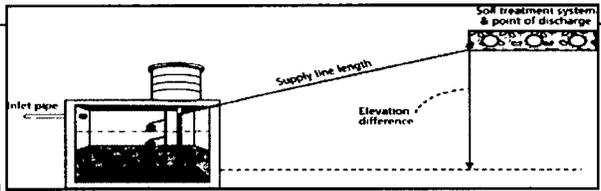
3. Enter pump description:

2. HEAD REQUIREMENTS

A. Elevation Difference ft between pump and point of discharge:

B. Distribution Head Loss: ft

C. Additional Head Loss: ft (due to special equipment, etc.)



Distribution Head Loss	
Gravity Distribution = 0ft	
Pressure Distribution based on Minimum Average Head Value on Pressure Distribution Worksheet:	
Minimum Average Head	Distribution Head Loss
1ft	5ft
2ft	6ft
5ft	10ft

Table I. Friction Loss in Plastic Pipe per 100ft

Flow Rate (GPM)	Pipe Diameter (inches)			
	1	1.25	1.5	2
10	9.1	3.1	1.3	0.3
12	12.8	4.3	1.8	0.4
14	17.0	5.7	2.4	0.6
16	21.8	7.3	3.0	0.7
18		9.1	3.8	0.9
20		11.1	4.6	1.1
25		16.8	6.9	1.7
30		23.5	9.7	2.4
35			12.9	3.2
40			16.5	4.1
45			20.5	5.0
50				6.1
55				7.3
60				8.6
65				10.0
70				11.4
75				13.0
85				16.4
95				20.1

D. 1. Supply Pipe Diameter: in

2. Supply Pipe Length: ft

E. Friction Loss in Plastic Pipe per 100ft from Table I:

Friction Loss = ft per 100ft of pipe

F. Determine Equivalent Pipe Length from pump discharge to soil dispersal area discharge point. Estimate by adding 25% to supply pipe length for fitting loss. $Supply\ Pipe\ Length\ (D.2) \times 1.25 = Equivalent\ Pipe\ Length$

ft X 1.25 = ft

G. Calculate Supply Friction Loss by multiplying Friction Loss Per 100ft (Line E) by the Equivalent Pipe Length (Line F) and divide by 100.

Supply Friction Loss = ft per 100ft X ft ÷ 100 = ft

H. Total Head requirement is the sum of the Elevation Difference (Line A), the Distribution Head Loss (Line B), Additional Head Loss (Line C), and the Supply Friction Loss (Line G)

ft + ft + ft + ft = ft

3. PUMP SELECTION

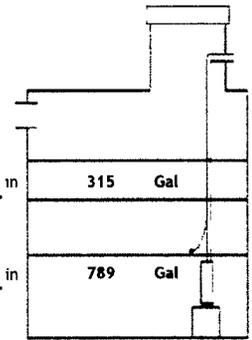
A pump must be selected to deliver at least **60.0** GPM (Line 1 or Line 2) with at least **18.3** feet of total head.

Comments:

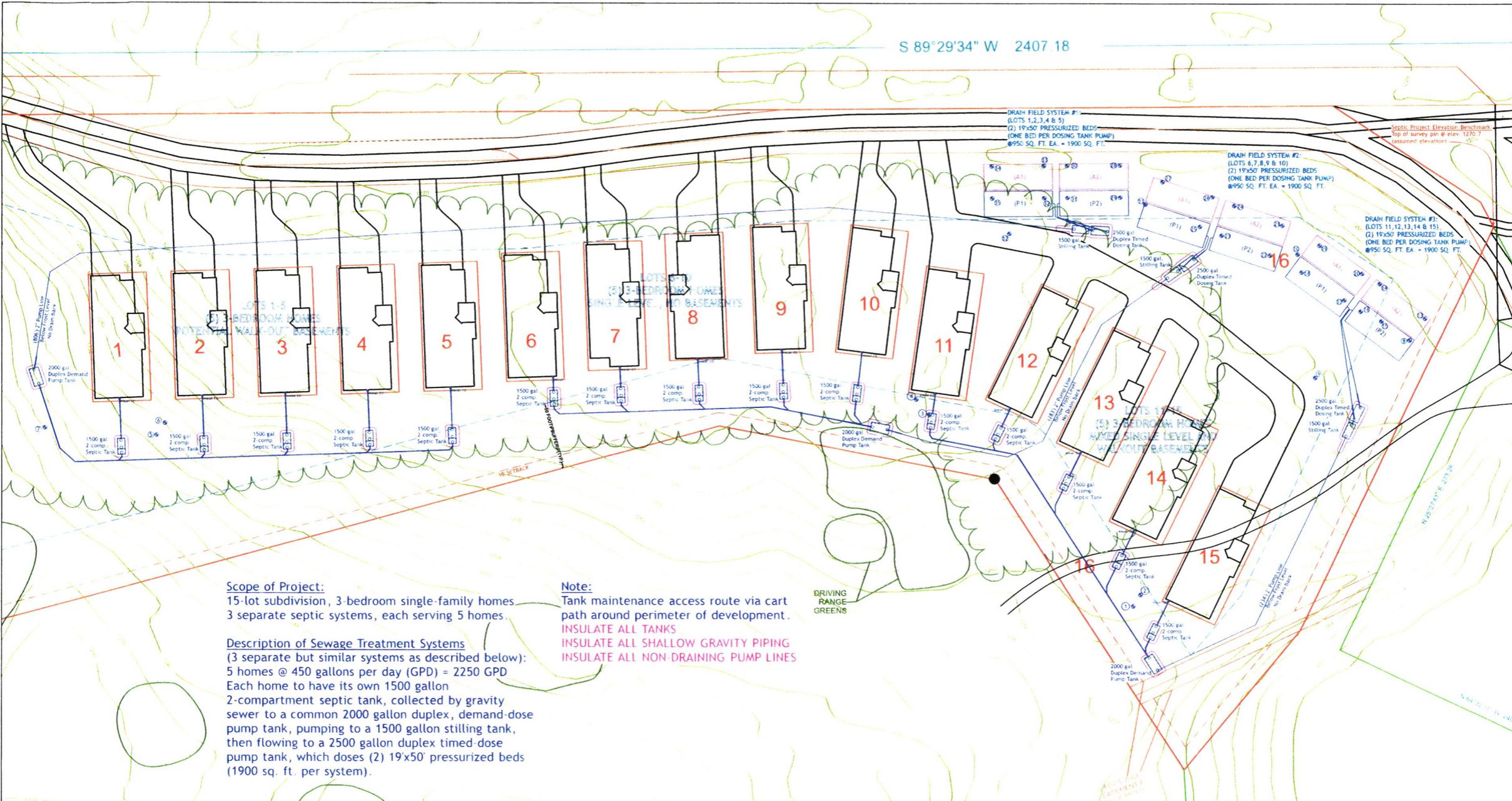


Pump Tank Design Worksheet (Time Dose)

DETERMINE TANK CAPACITY AND DIMENSIONS		Project ID: 6970	v 04.02.2019																
1.	A. Design Flow (Design Sum. 1A): <input style="width: 80px;" type="text" value="1125"/> GPD C. 70% of Design Flow: <input style="width: 80px;" type="text" value="788"/> Gal D. Min. required pump tank capacity: <input style="width: 80px;" type="text" value="2250"/> Gal	B. Tank Use: <input style="width: 150px;" type="text" value="Dosing"/> E. Recommended capacity: <input style="width: 80px;" type="text" value="2500"/> Gal																	
2.	A. Tank Manufacturer: <input style="width: 150px;" type="text" value="Brown Precast"/> C. Capacity from manufacturer: <input style="width: 80px;" type="text" value="2500"/> Gallons D. Gallons per inch: <input style="width: 80px;" type="text" value="43.9"/> Gallons per inch E. Liquid depth of tank from manufacturer: <input style="width: 80px;" type="text" value="57.0"/> inches	B. Tank Model: <input style="width: 150px;" type="text" value="2500"/> <i>Note: Design calculations are based on this specific tank. Substituting a different tank model will change the pump float or timer settings. Contact designer if changes are necessary.</i>																	
DETERMINE DOSING VOLUME																			
3 Calculate Volume to Cover Pump (inlet of the pump should be 4-in from the bottom of the tank & 2 inches of water covering the pump is recommended) (Pump and block height + 2 inches) X Gallons Per Inch (2C or 3E) (<input style="width: 40px;" type="text" value="16"/> in + 2 inches) X <input style="width: 80px;" type="text" value="43.9"/> Gallons Per Inch = <input style="width: 80px;" type="text" value="789"/> Gallons																			
4 Minimum Delivered Volume = 4 X Volume of Distribution Piping: -Item 18 of the Pressure Distribution or Item 11 of Non-level <input style="width: 80px;" type="text" value="127"/> Gallons (minimum dose) <input style="width: 80px;" type="text" value="2.9"/> inches/dose																			
5 Calculate Maximum Pumpout Volume (25% of Design Flow) Design Flow: <input style="width: 80px;" type="text" value="1125"/> GPD X 0.25 = <input style="width: 80px;" type="text" value="281"/> Gallons (maximum dose) <input style="width: 80px;" type="text" value="6.4"/> inches/dose																			
6 Select a pumpout volume that meets both Minimum and Maximum: <input style="width: 80px;" type="text" value="275"/> Gallons																			
7 Calculate Doses Per Day = 70% Design Flow ÷ Delivered Volume <input style="width: 80px;" type="text" value="787.5"/> gpd ÷ <input style="width: 80px;" type="text" value="275"/> gal = <input style="width: 80px;" type="text" value="2.9"/> Doses																			
8 Calculate Drainback: <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 45%;">A. Diameter of Supply Pipe =</td> <td style="width: 15%;"><input style="width: 80px;" type="text" value="2"/> inches</td> <td style="width: 30%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>B. Length of Supply Pipe =</td> <td><input style="width: 80px;" type="text" value="234"/> feet</td> <td></td> <td></td> </tr> <tr> <td>C. Volume of Liquid Per Lineal Foot of Pipe =</td> <td><input style="width: 80px;" type="text" value="0.170"/> Gallons/ft</td> <td></td> <td></td> </tr> <tr> <td>D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe</td> <td colspan="3"><input style="width: 80px;" type="text" value="234"/> ft X <input style="width: 80px;" type="text" value="0.170"/> gal/ft = <input style="width: 80px;" type="text" value="39.8"/> Gallons</td> </tr> </table>				A. Diameter of Supply Pipe =	<input style="width: 80px;" type="text" value="2"/> inches			B. Length of Supply Pipe =	<input style="width: 80px;" type="text" value="234"/> feet			C. Volume of Liquid Per Lineal Foot of Pipe =	<input style="width: 80px;" type="text" value="0.170"/> Gallons/ft			D. Drainback = Length of Supply Pipe X Volume of Liquid Per Lineal Foot of Pipe	<input style="width: 80px;" type="text" value="234"/> ft X <input style="width: 80px;" type="text" value="0.170"/> gal/ft = <input style="width: 80px;" type="text" value="39.8"/> Gallons		
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9. Total Dosing Volume = Delivered Volume plus Drainback <input style="width: 80px;" type="text" value="275"/> gal + <input style="width: 80px;" type="text" value="39.8"/> gal = <input style="width: 80px;" type="text" value="315"/> Gallons																			
10. Minimum Alarm Volume = Depth of alarm (2 or 3 inches) X gallons per inch of tank <input style="width: 80px;" type="text" value="2"/> in X <input style="width: 80px;" type="text" value="43.9"/> gal/in = <input style="width: 80px;" type="text" value="87.7"/> Gallons																			
<table border="1" style="margin: auto;"> <caption>Volume of Liquid in Pipe</caption> <thead> <tr> <th>Pipe Diameter (inches)</th> <th>Liquid Per Foot (Gallons)</th> </tr> </thead> <tbody> <tr><td>1</td><td>0.045</td></tr> <tr><td>1.25</td><td>0.078</td></tr> <tr><td>1.5</td><td>0.110</td></tr> <tr><td>2</td><td>0.170</td></tr> <tr><td>3</td><td>0.380</td></tr> <tr><td>4</td><td>0.661</td></tr> </tbody> </table>				Pipe Diameter (inches)	Liquid Per Foot (Gallons)	1	0.045	1.25	0.078	1.5	0.110	2	0.170	3	0.380	4	0.661		
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TIMER FLOAT SETTINGS*																			
11. Required Flow Rate: <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 45%;">A. From Design (Line 12 of Pressure, Line 10 of Non-Level or Line 6 of Pump*):</td> <td style="width: 15%;"><input style="width: 80px;" type="text" value="60"/> GPM</td> <td style="width: 30%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>B. Or calculated: GPM = Change in Depth (in) x Gallons Per Inch / Time Interval in Minutes</td> <td colspan="3"><input style="width: 80px;" type="text"/> in X <input style="width: 80px;" type="text" value="43.9"/> gal/in ÷ <input style="width: 80px;" type="text"/> min = <input style="width: 80px;" type="text" value="#DIV/0!"/> GPM</td> </tr> </table>				A. From Design (Line 12 of Pressure, Line 10 of Non-Level or Line 6 of Pump*):	<input style="width: 80px;" type="text" value="60"/> GPM			B. Or calculated: GPM = Change in Depth (in) x Gallons Per Inch / Time Interval in Minutes	<input style="width: 80px;" type="text"/> in X <input style="width: 80px;" type="text" value="43.9"/> gal/in ÷ <input style="width: 80px;" type="text"/> min = <input style="width: 80px;" type="text" value="#DIV/0!"/> GPM										
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12. Select Flow Rate from Line 11.A or 11.B above*: <input style="width: 80px;" type="text" value="60.0"/> GPM																			
13. Calculate TIMER ON setting: Total Dosing Volume/GPM <input style="width: 80px;" type="text" value="315"/> gal ÷ <input style="width: 80px;" type="text" value="60.0"/> gpm = <input style="width: 80px;" type="text" value="5.2"/> Minutes ON*																			
14. Calculate TIMER OFF setting: Minutes Per Day (1440)/Doses Per Day - Minutes On 1440 min ÷ <input style="width: 80px;" type="text" value="3"/> doses/day - <input style="width: 80px;" type="text" value="5.2"/> min = <input style="width: 80px;" type="text" value="497.6"/> Minutes OFF*																			
15. Pump Off Float - Measuring from bottom of tank: Distance to set Pump Off Float=Gallons to Cover Pump / Gallons Per Inch: <input style="width: 80px;" type="text" value="789"/> gal ÷ <input style="width: 80px;" type="text" value="43.9"/> gal/in = <input style="width: 80px;" type="text" value="18.0"/> Inches Alarm Depth <input style="width: 80px;" type="text" value="51.3"/> in																			
16. Alarm Float - Measuring from bottom of tank (90% recommended): Distance to set Alarm Float = Tank Depth X % of Tank Depth (0.90 recommended) <input style="width: 80px;" type="text" value="57.0"/> in X <input style="width: 80px;" type="text" value="0.9"/> = <input style="width: 80px;" type="text" value="51.3"/> in Pump Off <input style="width: 80px;" type="text" value="18.0"/> in																			



S 89°29'34" W 2407.18



Scope of Project:
 15-lot subdivision, 3-bedroom single-family homes
 3 separate septic systems, each serving 5 homes.

Description of Sewage Treatment Systems
 (3 separate but similar systems as described below):
 5 homes @ 450 gallons per day (GPD) = 2250 GPD
 Each home to have its own 1500 gallon
 2-compartment septic tank, collected by gravity
 sewer to a common 2000 gallon duplex, demand-dose
 pump tank, pumping to a 1500 gallon stilling tank,
 then flowing to a 2500 gallon duplex timed-dose
 pump tank, which doses (2) 19'x50' pressurized beds
 (1900 sq. ft. per system).

Note:
 Tank maintenance access route via cart
 path around perimeter of development.
INSULATE ALL TANKS
INSULATE ALL SHALLOW GRAVITY PIPING
INSULATE ALL NON-DRAINING PUMP LINES

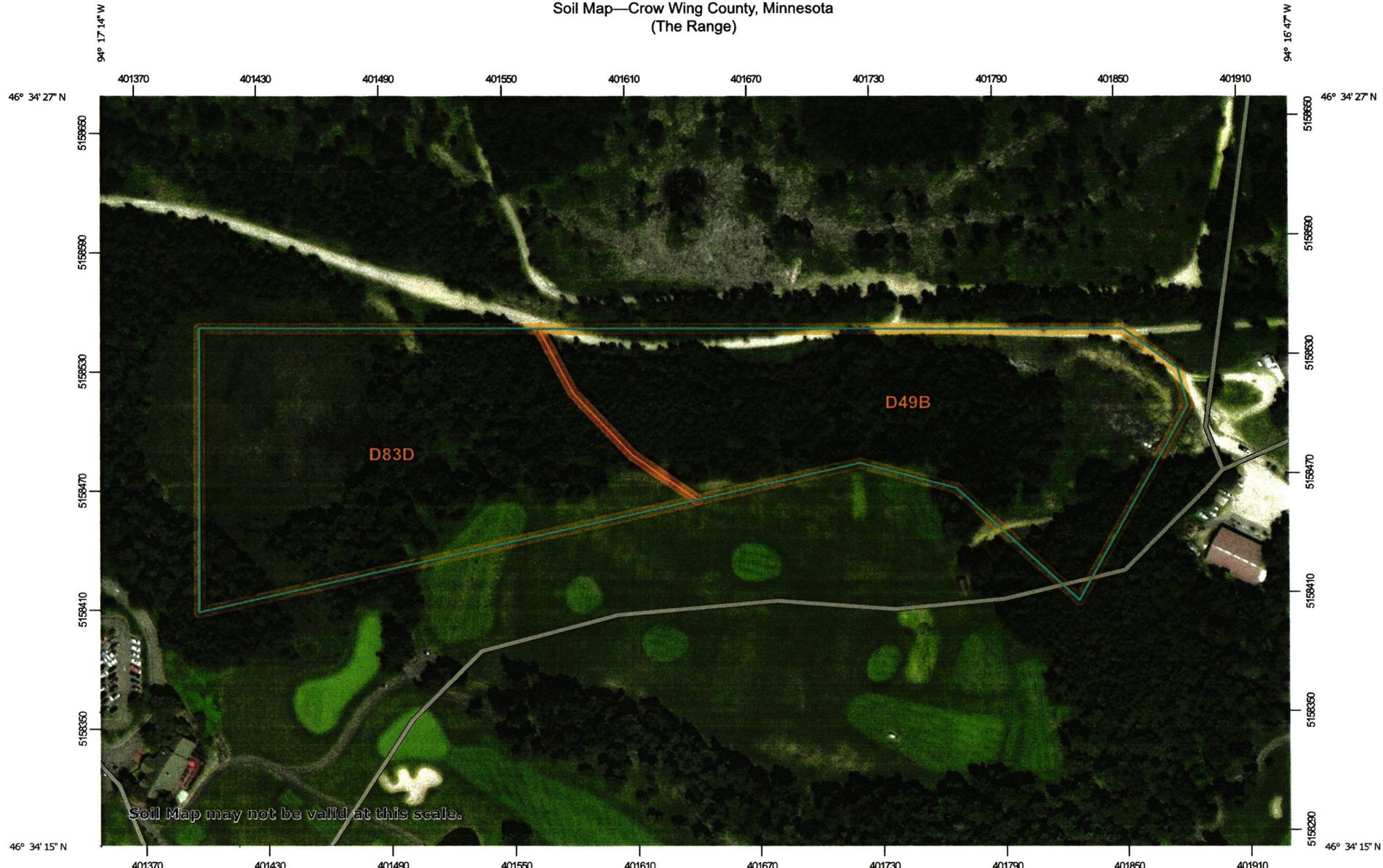
Sheet: Sht-1	Project:	THE RANGE		
	Location:	Little Walnut Lane, Pequot Lakes MN		
	Drawn Date:	06.21.2019	Rev. Date:	07.17.2019
	Job #:	6970		



Certified Statement: This project has been completed in accordance with all applicable State and local rules, and is subject to review and approval by the appropriate authority. Client is responsible for reviewing all work prior to submittal for permitting or construction. No warranty is made or implied as to the use, applicability, longevity, or continued compliance of this project. This sketch is not a survey, and is not intended to be used as one. This sketch is a compilation of records, information, and data from various sources, and is to be used for reference purposes only.

T. Watab
Watab Inc. (320) 363-1300
 Certified & Licensed Designer, MPCA Lic. 2116 www.watab.net

Soil Map—Crow Wing County, Minnesota
(The Range)



Map Scale: 1:2,660 if printed on A landscape (11" x 8.5") sheet.

0 35 70 140 210 Meters

0 100 200 400 600 Feet

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

Soil Map—Crow Wing County, Minnesota
(The Range)

MAP LEGEND

- | | | | |
|--|--|---|--|
| Area of Interest (AOI) | |  Spoil Area | |
|  Area of Interest (AOI) | |  Stony Spot | |
| Soils | |  Very Stony Spot | |
|  Soil Map Unit Polygons | |  Wet Spot | |
|  Soil Map Unit Lines | |  Other | |
|  Soil Map Unit Points | |  Special Line Features | |
| Special Point Features | | Water Features | |
|  Blowout | |  Streams and Canals | |
|  Borrow Pit | | Transportation | |
|  Clay Spot | |  Rails | |
|  Closed Depression | |  Interstate Highways | |
|  Gravel Pit | |  US Routes | |
|  Gravelly Spot | |  Major Roads | |
|  Landfill | |  Local Roads | |
|  Lava Flow | | Background | |
|  Marsh or swamp | |  Aerial Photography | |
|  Mine or Quarry | | | |
|  Miscellaneous Water | | | |
|  Perennial Water | | | |
|  Rock Outcrop | | | |
|  Saline Spot | | | |
|  Sandy Spot | | | |
|  Severely Eroded Spot | | | |
|  Sinkhole | | | |
|  Slide or Slip | | | |
|  Sodic Spot | | | |

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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: Crow Wing County, Minnesota
Survey Area Data: Version 14, Oct 9, 2018

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

Date(s) aerial images were photographed: Apr 29, 2013—Jul 24, 2016

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.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
D49B	Graycalm loamy sand, 2 to 8 percent slopes	6.1	50.6%
D83D	Eutrudepts-Graycalm-Rollins complex, pitted, 10 to 20 percent slopes	5.9	49.4%
Totals for Area of Interest		12.0	100.0%

10/13/2019

DEVELOPMENT AGREEMENT
The Range

THIS AGREEMENT, made and entered into this ____ day of _____ 2019,
By and between the City of Pequot Lakes, a municipal corporation organized under the laws of the State of Minnesota (the “City”); and Resort Development, LLC (the “Developer”).

RECITALS:

WHEREAS, the City approved the conditional use permit, preliminary and final plat for the Developer entitled “The Range”, subject to execution of this Agreement; and

WHEREAS, the property that is the subject of this Agreement is legally described as follows (the “Property”):

Legal Description and Final Plat attached hereto as Exhibit A

WHEREAS, the Developer has received approval from the City Council for a plat of land within the corporate limits of the City known as The Range, hereinafter called “Subdivision/Plat/Development” (legal description attached as Exhibit A); and

WHEREAS, the City Code and Minnesota Statute 462.358 authorize the City to enter into a performance contract secured by cash escrow, letter of credit, or other security to guarantee completion and payment of such improvements following final approval and recording of final plat including payment of the City’s legal and engineering fees and expenses; and

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter contained, it is agreed as follows:

I. Approvals.

A. Subject to the terms and conditions of this Agreement, the City hereby approves the recording the Conditional Use Permit and Plat known as The Range.

B. The Developer agrees that the Plat shall be developed in accordance with the following documents and exhibits attached hereto, including plans and specifications for improvements, which are hereby incorporated by reference as if fully set forth herein:

1. Preliminary Plat
2. Final Plat
3. Grading, Development, Erosion Control, Drainage, Utility and Road Plans
4. Landscaping Plan

5. Sanitary Sewer Plan
6. Water Supply Plans
7. Association Bylaws and Declaration of Covenants and Easements

Final Plans and Specifications for the Improvements included in this Agreement, as prepared by Stonemark Surveying, and others, shall be attached as Exhibit B to this Agreement.

- C. All road, utility, erosion control, and drainage plans and specifications shall be prepared and certified by an engineer registered in the State of Minnesota.

Prior to the date of the City authorization to proceed with commencement of construction of the described improvements, Developer must apply all documents referenced in this Agreement and pay to City any and all outstanding expenses incurred by City for plat and other development purposes, including but not limited to engineering, legal, and other professional staff fees.

Covenants and/or the Declaration for the Property must be approved and executed in accordance with City Ordinances and filed in the office of the County Recorder or Registrar of Titles at Developer's expense contemporaneous with the Final Plat. Failure to record the Covenants and Final Plat in accordance with City Ordinance shall render this Agreement null and void in its entirety.

- D. Easement Right-of-Way Dedication.

There are no easement or right-of-ways to dedicate to the City or public.

- E. Permits and Approvals.

The Developer shall be responsible for securing all site grading, sanitary sewer, water main, storm drainage, roadway plans, development approvals and permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of the site grading or construction. All construction installation, materials and equipment shall be in accordance with the plans and specifications approved by the City. In addition, the Developer represents and warrants that all necessary permits from the "Minnesota Pollution Control Agency" have been obtained.

II. Representations of Developer. As an inducement to the City's approval of the engineering specifications and authorization to proceed with construction and entering into this Agreement, the Developer represents and warrants to the City:

- A. That the Developer is the fee owner of the Property and has authority to enter into this agreement.
- B. The Developer has obtained all necessary permits for the Developer Improvements.
- C. Said representations and warranties shall be continuing throughout the term of this agreement.

III. Municipal Improvements. The City shall install the following improvements, which shall serve the Development (the "Municipal Improvements"):

- A. There will be no improvements installed by the City within the Plat entitled The Range.

IV. Developer Improvements. The Developer agrees that is shall construct, and install, certain improvements ("Developer Improvements") within the Plat/Development, which include private sanitary sewer system, private water supply system, private streets, storm water retention areas, drainage, grading/landscaping improvements. All Developer Improvements are to be installed, at Developer's sole cost and expense, in accordance with the following Exhibits:

See Paragraph I. B.

All Developer Improvements shall be performed in accordance with the plans, specifications, and engineering reports approved or to be approved by the City Engineer, City Planning and Zoning Administrator, and the City prior to commencement of construction and in accordance with all City rules, regulations, ordinances, and the requirements of this Agreement, which shall include, but not limited to the following:

- A. Street, grading, graveling, surfacing, and stabilizing which shall include driveway approaches.
- B. Private sanitary sewer system, including all appurtenances.
- C. Private water supply system.
- D. Setting of lot and block monuments.
- E. Survey and staking.
- F. Site grading, fencing and landscaping and erosion control measures consistent with requirement outlined in the Final Plans and Specifications.
- G. Internal signage, including E911 signage, within the Development shall be provided and installed by the Developer.

H. The Developer shall install street name signs, stop signs, and other traffic control signs at all locations deemed necessary by the City, at Developer's cost and expense.

I. Location of mailboxes.

J. Storm sewer, including all necessary catch basins, and appurtenances, including construction of the storm water basin.

The improvement standards established by the City and to be followed by the Developer are as follows: standards identified within the final plans and specifications attached hereto.

V. Public Services. None.

VI. Easements. The following easements shall be acquired/reserved as part of this Agreement.

A. Utility and drainage easements, and/or right-of-way, as identified on the preliminary and final plat.

VII. Utilities. The Developer agrees that all utilities, in addition to water and sewer, installed in the Subdivision shall be underground specifically including all the electrical, telephone, cable television and gas service, if any.

VIII. Occupancy. No occupancy of any Unit in the Development shall occur until sanitary sewer and water is available for use by the occupants of unit.

IX. Permits. Upon execution of this Agreement, Developer and other necessary parties shall apply for all permits, approvals, licenses, or other documents from any and all necessary governmental agencies (which may include the City, County, MNDOT, PCA, MPCA, Department of Health and DNR) so as to enable Developer to construct the Developer Improvements as herein contemplated. Developer shall use its best efforts to obtain the same as soon as reasonably possible. No grading or zoning permit shall be issued by City unless the plans or application are in conformity with the City comprehensive plan and land use ordinances, this Agreement, and all local, state, and federal regulations. The City shall, within fifteen (15) days of receipt of plans or zoning permit applications, review such submittals to determine whether the foregoing requirements have been met. If the City determines said plans or applications are deficient, it shall notify the Developer in writing stating the deficiencies and the steps necessary for correction. Issuance of a grading or zoning permit by City shall be a conclusive determination that the plans or applications have been approved as to the requested activity by Developer and satisfies the provisions of this section.

The City may issue zoning permits prior to City approval of the Developer Improvements provided that the party applying for the zoning permit agrees to withhold requests for occupancy until necessary Municipal and Developer Improvements have been installed, for the phase in which the Applicant's Unit is located, which include operational and tested sewer and water systems, installation of erosion control measures, and roadway development sufficiently completed to support access by emergency vehicles, snowplows, and garbage trucks, as determined by the City Engineer in his sole, but reasonable discretion.

If the Developer is in default of this Agreement as hereinafter defined, in addition to any other remedy provided by this Agreement, the City may refuse to issue a building/zoning permit for any lot in the subdivision until Developer cures the default as provided herein.

X. Park Dedication.

A. The parties mutually recognize and agree that park dedication requirements as provided in City Ordinance shall be satisfied as follows: \$14, 040.00.

XI. Insurance.

A. The Developer, or the Developer's contractor, will provide and maintain or cause to be maintained at all times during the process of constructing the Developer Improvements until one (1) year after approval of all Developer Improvements and, from time to time, at the request of the City, furnish proof of payment of premiums on:

1. Combined single limit commercial general liability insurance ("CGL") policy of \$1,000,000 per occurrence, \$2,000,000 aggregate.
2. Worker's compensation insurance, with statutory coverage.
3. This provision shall survive the terms of this Agreement. Further, the City shall be named as an additional insured under the CGL insurance policy of the Developer, or Developer's Contractor, with coverage provided to the City for claims arising out of the Developer's ongoing obligations under this Agreement. Further, the 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If ISO Additional Insured Endorsement CG 20 10 is used, then it must be a pre-2004 edition.

XII. Security for Cost of Developer Improvements. Developer shall, upon execution of this Agreement, provide City with cash, letter of credit, or a performance bond, with the form of any non-cash surety to be satisfactory to the City, in the sum of \$_____ N/A _____ which is 125% of the cost estimate of the Developer Improvements which cost estimate is in the amount of \$_____ N/A _____. The security shall be a guaranty to the City that the Developer Improvements will be timely

completed to the City's satisfaction and in accordance with final plans and specifications as well as the terms of this Agreement. The Developer shall maintain the cash, letter of credit or performance bond continuously until the Developer Improvements are completed pursuant to this Agreement and all applicable warranty and guarantee periods have expired. The cash, letter of credit, or performance bond for Developer Improvements shall be released upon certification of the City Engineer that such items are satisfactorily completed pursuant to this Agreement and the applicable warranties and guarantees outlined in this Agreement have expired. To the extent that any cash or letter of credit referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the City in total, the Developer agrees that upon being billed by the City, the Developer will pay within ten (10) days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of utilized security, the City will, upon making said determination, refund to the Developer any monies, which the City has in its possession, which are in excess of the actual cost paid to the City. All securities deposited with the City for Developer Improvements shall be used by the City at City's discretion to defray City's costs and expenses. The City may in its discretion reduce the security to 10% of the estimated cost during the warranty period, subject to review by the City Engineer.

XIII. Pre-Construction Activities. The Developer and its engineer shall schedule a pre-construction meeting with the City to review a proposed schedule for construction of the Developer Improvements.

XIV: Commencement of Construction of Developer Improvements. Upon obtaining all necessary governmental approvals, licenses, and permits, subject to unavoidable delays, Developer may commence construction of the Developer Improvements.

XV. Faithful Performance of Construction of Developer Improvements and Guaranty. Developer shall install, construct, and maintain the Developer Improvements in accordance with the terms of this Agreement. Developer guarantees and warrants the workmanship of Developer Improvements for a period of one year following City's acceptance of the same for the utility or maintenance purposes ("Guarantee Period"). The security described herein shall remain in place until all applicable warranty and guarantee periods have expired.

The Developer shall repair or replace, as directed by the City and at the Developer's sole cost and expense, any work associated with and/or materials in the Developer Improvements that become defective, in the sole but reasonable opinion of the City or its Engineer, provided that the City or its Engineer give notice of such defect to Developer within three months following the end of the Guarantee Period. The Developer, or Developer's contractors, shall post maintenance bonds or other security acceptable to City to secure these warranties.

XVI. Inspection of Developer Improvements and Construction Observation. Developer authorizes the City and City Engineer to inspect construction of the Developer Improvements as required by the City and City Engineer and grants to them a license to

enter the Development to perform all necessary work and/or inspections deemed appropriate during the construction of Improvements until final certification of acceptance or completion is approved by City for all Developer Improvements and expiration of any applicable warranty period.

XVII. Acceptance of Developer Improvements. Within the (10) days after notification by the Developer that all of the Developer Improvements have been completed, the City Engineer shall inspect the Developer Improvements and, at his sole discretion, determine if the Developer Improvements have been completed in accordance with the plans, specifications, and exhibits attached hereto.

If the City Engineer determines that the Developer Improvements have been completed in accordance with said requirements, the City shall immediately give the Developer written notice of the City's acceptance or an acknowledgement of completion of the Developer Improvements after approval by the City Council.

If the City Engineer determines that the Developer Improvements are not completed in accordance with said requirements, the City Engineer shall notify Developer in writing of the deficiency and provide a reasonable date upon which to cure the deficiency. Failure by the Developer to cure within the stated time period shall constitute an Event of Default.

XVIII. Completion of Developer Improvements. Developer agrees to complete the Developer Improvements in phases, with final completion to be determined by Developer.

For the purpose of this section, and in the opinion of the City Engineer, unavoidable delays mean delays which are caused by strikes, fire, war, road weight restrictions (beyond normal yearly restrictions), material shortages (that are industry or region wide), weather that renders construction progress impossible, causes beyond the Developer's control or other casualty to the Developer Public Improvements, or the act of any Federal, State, or Local government unit, except those acts of the City authorized or contemplated by this agreement.

In the event Developer believes an extension is warranted, Developer shall request such extension in writing to the City Engineer and specify the requested length of extension and the reason therefore. The City Engineer shall determine the length of the extension, if any, in his sole, but reasonable discretion.

XIX. Clean Up. The Developer shall properly clean any soil, earth, or debris on the City-owned property or public right-of-way resulting from construction work by the Developer, its agents, or assigns.

XX. Erosion and Drainage Control. The Developer shall provide and comply with erosion and drainage provisions in the landscape plan and City policy requirements and

as otherwise required by City. Developer shall promptly comply with such erosion and drainage control plans and with such additional instructions it receives from City.

Developer acknowledges that its failure to implement the plans and exhibits as contained herein may cause flooding and/or damage to adjoining property owners. In such event, Developer agrees to hold City harmless and indemnifies City from claims of all third parties or Developer for damages arising out of such flooding and/or damages.

The parties recognize that time is of the essence in controlling erosion. In the event of an emergency situation requiring immediate action to prevent loss of damage to persons or property, to be determined at the sole discretion of City, the notice and cure provisions of section XXIX shall not apply and City is authorized to undertake any necessary corrective action to prevent or minimize any such flooding and/or damage. In such event, Developer agrees to hold City harmless and indemnify City from claims of all third parties for damages arising out of said corrective action by City, and agrees to reimburse City for all out-of-pocket expenses incurred by City arising out of the corrective action, including, but not limited to any costs necessary to re-landscape disrupted soils located within the Subdivision.

XXI. Responsibility for Costs, Indemnification, and Hold Harmless.

- A. The Developer shall pay all costs incurred by it or City in connection with the development of the subdivision, including but not limited to construction of Developer Improvements, legal, planning, engineering, and inspection expenses incurred in connection with approval and acceptance of the Subdivision plat, the preparation of this Agreement, and all reasonable costs and expenses incurred by the City in monitoring and inspecting development of the Subdivision.
- B. The Developer shall pay in full all bills submitted by the City for which Developer is liable hereunder, within thirty (30) days after receipt by Developer. If the bills are not paid on time, the City may halt all plat development work until the bills are paid in full.
- C. The Developer shall hold the City and its officers and employees harmless from claims made by it self and third parties for damages sustained or costs incurred resulting from Subdivision plat approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including reasonable attorneys' fees. Provided that nothing herein shall require Developer to indemnify the City, its officers or employees from any violation of law or from the consequences of their own negligence.
- D. In the event of a default by the Developer, the Developer shall reimburse the City for its costs incurred in the enforcement of this Agreement, including engineering and reasonable attorneys' fees.

- E. The Developer agrees to pay for any Environmental Assessments and/or Environmental Impact Statements, if required.
- F. The Developer and Association created by the documents attached as Exhibit C, agree to hold the City harmless and indemnify City from claims associated with damage arising from City maintenance activity on City utilities contained within the Subdivision.

See Paragraph XI

XXII. Prohibitions Against Assignment of Agreement. Developer represents and agrees that (except for associating with other individuals or entities), prior to the completion of the Developer Improvements as certified by the City:

- A. Except only by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to the construction of the Developer Improvements under this Agreement, and any other purpose authorized by this Agreement, The Developer (except as so authorized) will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or transfer in any other mode or form, with respect to this Agreement or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- B. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by City shall be deemed to relieve Developer from any of its obligations. In the event that City approves a substitute developer and the Property is transferred to said substitute, the City agrees to relieve the Developer of liability from performance as described in this contract. Said substitute shall assume all responsibilities and rights of the Developer under this contract.

XXIII. Events of Default Defined. Each of the following shall be an "Events of Default" under this Agreement.

- A. Failure by the Developer to observe and substantially perform any covenant, condition, obligation, or agreement on its part to be observed or performed under the terms of this Agreement.
- B. If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
- C. If the Developer shall file a petition under the Federal bankruptcy laws.

- D. If the Developer shall fail to begin construction of the Developer Public Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.
- E. The Developer shall, after commencement of the construction of any of the Developer Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays as determined by the City Engineer in his sole but reasonable discretion and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within the time provided for in this Agreement.

XXIV. Notice/Remedies on Default. Whenever any Event of default occurs, the City shall give written notice of the Event of Default to Developer by United States mail at its last know address. If the Developer fails to cure the Event of Default within fifteen (15) days of the date of mailed notice, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as the Developer is in default:

- A. Halt all plat development work and construction of Developer Improvements until such time as the Event of Default is cured.
- B. Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
- C. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- D. If the Event of Default is the failure of Developer to complete, construct, install, or correct the Developer Improvements in accordance with the plans and specifications and this Agreement, City may perform the construction or work and the Developer shall reimburse City for its expenses. This provision shall be a license granted by the Developer to the City to act, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security references in this Agreement.
- E. Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.

- F. Draw upon and utilize Developer funds and/or security in order to cover the costs of the City in order to correct the Event of Default.

XXV. Miscellaneous.

- A. This agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.
- B. If any portion, section, subsection, sentence, clause, paragraph, or phrase of the Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
- C. The action or inaction of either party shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- D. This Agreement shall run with the Property and shall be binding upon the Developer, its successors and assigns. The Developer may, at its expense, record this Agreement in the office of the County Recorder. After the Developer has completed the work required under this Agreement, at the Developer's request the City will execute and deliver to Developer a release in recordable form.
- E. Each of the parties to this Agreement acknowledges that it has been represented by counsel and has entered into this Agreement freely and voluntarily.
- F. Planning Commission and City Council Conditions of Approval. All conditions of approval by the Planning Commission and City Council are incorporated herein by reference.
- G. The Developer agrees to reimburse the City for all engineering, administrative and legal expenses incurred by the City in connection with this Agreement.

XXVI. Notices. Required notices to the Developer shall be in writing and shall be either hand delivered to the Developer, or mailed to the Developer by United States mail, postage prepaid to the following address:

Resort Development
C/O Dan Helbling
P.O. Box 488
Pequot Lakes, MN 56472

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Dan Helbling, the President/Chief Manager/Governor of Resort Development, LLC, Developer.

Notary Public

This Instrument Drafted By:

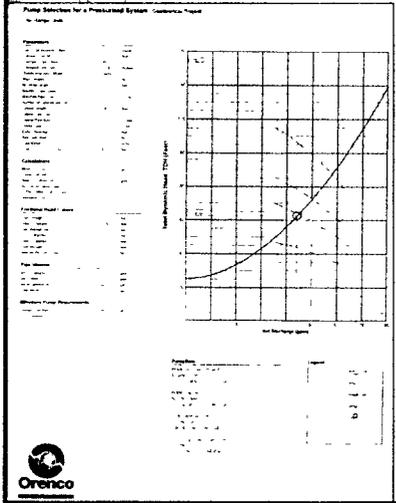
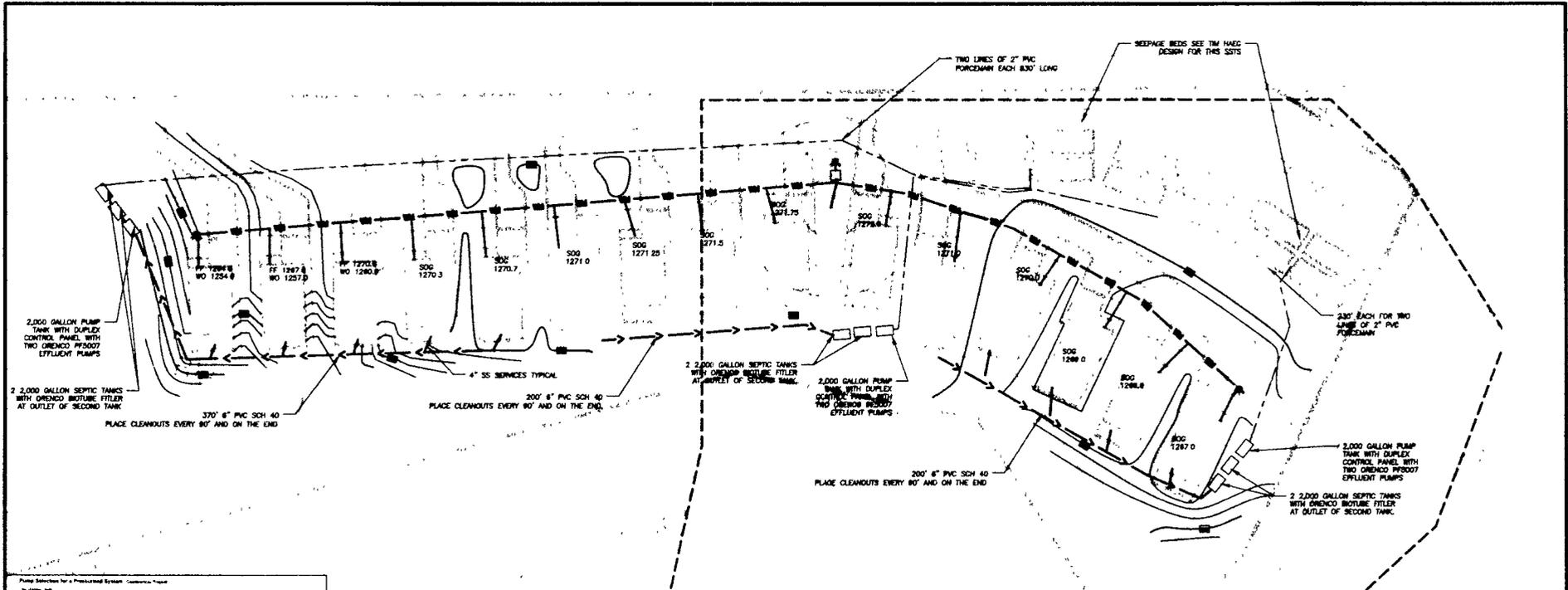
EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

FINAL PLANS AND SPECIFICATIONS

EXHIBIT C

DECLARATION AND ASSOCIATION DOCUMENTS



PROPOSED COLLECTION TANKS AND FORCEMAIN
 ORENCO DUPLEX PUMP SYSTEMS WITH P500711 PUMPS
 INTAKE AND FILTER USE A 24" WALL DIAMETER WITH A 48" HEIGHT
 THIS WILL REQUIRE A 3000 GALLON TANK WITH A MINIMUM DEPTH OF 5' WITH A DEEPER TANK DESIRED
 USE A VENCOMM DUPLEX CONTROL PANEL WITH INTERNET CALL OUT CAPABILITIES



FOR REVIEW ONLY
 NOT FOR CONSTRUCTION

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Engineer under the laws of the State of Minnesota. Date: 8/18/2019 Registration No. 12783 	Issued PLAN SUBMITTAL	REVIEWED BY GRH	Halling Engineering, Inc. CIVIL ENGINEERS 3727 EAST 256TH STREET MINNETONKA MINNESOTA 55068 Phone 952.440.1680 • Fax 952.461.3308 PROJECT NO.: 4300.01 DRAWING FILE: 43001808E	UTILITY PLAN THE RANGE PEQUOT LAKES, MN SHEET XX
	DRAWN BY GRH	PROJECT NO.: 4300.01 DRAWING FILE: 43001808E		



SEP 03 2019

29665 Patriot Ave
Pequot Lakes MN 56472
Phone: 218-829-0892
Fax: 218-568-5858



August 22, 2019
Fallen Woods Nisswa
Attn: Dan Helbing
Email workdan@uslink.net

NORTH STAR DRILLING

Proposal

Estimate for a 100' x 6" well with a constant pressure 110gpm 55psi pump system.

Add / Subtract \$33.00/ft if over/under estimated footage
Minimum Charge 54 Feet

Description	Units	UOM	Cost	Ext. Cost
Well				
Drilling to install 6" PVC well casing	100	feet	\$ 33.00	\$ 3,300.00
Install 12' x 6" t stainless steel well screen	12	feet	\$ 150.00	\$ 1,800.00
Gravel pack	1	each	\$ 175.00	\$ 175.00
Full length grout per State Well Code	1	each	\$ 425.00	\$ 425.00
MN Dept of Health Well permit	1	each	\$ 275.00	\$ 275.00
Well development	2	hours	\$ 300.00	\$ 600.00
Test drilling - dry hole	0	feet	\$ 10.00	\$ -
Grout test hole per MDH regulations	0	feet	\$ 4.00	\$ -
			Well Total	\$ 6,575.00
Pump System				
10hp 230v 3ph grundfos pump and motor	1	each	\$ 5,000.00	\$ 5,000.00
Nema 1 Drive with transducer	1	each	\$ 4,900.00	\$ 4,900.00
WX 202 20 gallon pressure tank	1	each	\$ 350.00	\$ 350.00
Baker Kwikonectm pitless 3" discharge	1	each	\$ 3,700.00	\$ 3,700.00
Copper tank tee and fittings	1	each	\$ 325.00	\$ 325.00
3" steel drop pipe	63	feet	\$ 12.50	\$ 787.50
6/3 wg flat sub wire	73	feet	\$ 3.50	\$ 255.50
Labor and travel to and from site @ \$130.00/hr	4	each	\$ 130.00	\$ 520.00
			Pump Total	\$ 15,838.00
TOTAL				\$ 22,413.00

PRICE DOES NOT INCLUDE backhoe work, underground water lines, inside plumbing, electrical hookups, black dirt or seeding of dig area. Drill water and drill cuttings left on site. Well owner is responsible for marking property lines.

Customer is responsible for locating any private utilities including but not limited to, geothermal lines, private electric, underground fencing, irrigation lines etc. North Star Drilling is not responsible for damage to driveways or landscaping.

Regards,

Milo Bachowski

mbeckowski@nsdrilling.com

NOTE: Please do not use this water for potable use until the sample results are returned stating it meets the MN Dept of Health standards.

TERMS: 1/2 down with remainder due on completion. State and local taxes will be added if applicable. Failure to pay may result in the filing of a Mechanics Lien. Proposal is based on estimated quantities. Actual quantities will be billed. Quantity and quality of water not guaranteed. Estimate is good for 30 days.

ACCEPTANCE BY OWNERS REPRESENTATIVE: The above prices, specifications and conditions are satisfactory and are hereby accepted. I have read and understand my lien rights. You are authorized to do the work specified. Payment will be made as outlined above unless otherwise agreed to.

Quote By: Milo Bachowski

Date: 8/22/2019

Customer: _____

Date: _____

Honer Excavating, Inc,
PO Box 676
Pine River, MN 56474 US
(320) 250-6465
honerexc@yahoo.com

Estimate



ADDRESS

Dan Helbing
PO Box 488
Pequot Lakes, MN 56472

SEP 03 2019

ESTIMATE #	DATE	EXPIRATION DATE
1140	06/26/2019	08/19/2019

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALES REP

justin

QUANTITY

install septic per plan ass of 6/26/19 for lots 1-5

56,147.00

lots 6-10

49,147.00

11-15

49,147.00

install 2 inch water main 1000 ft
install 15 servies lines 2 inch 10 ft lines

36,900.00

TOTAL

\$191,341.00

Accepted By

Accepted Date

 <p>Commitment</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 1527654</p>
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COMMITMENT FOR TITLE INSURANCE

Issued By

10/5/2016

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

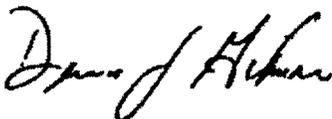
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

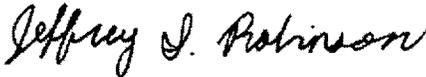
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1527654

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 701 Xenia Avenue South, Ste 450,
Golden Valley, MN 55416

Issuing Office's ALTA® Registry ID:

Contact Phone: 763-852-3830

Commitment No.: 1527654

Issuing Office File No.: 1527654

Property Address: Tract A and B, , MN

Revision No.:

SCHEDULE A

1. Commitment Date: August 06, 2019 8:00 AM

NOTE: This is NOT a Commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a Commitment to insure, and no insurance is provided by this Commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy as well as any additional exceptions which may be taken.

2. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

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

Daniel Helbling and Lauri Helbling, husband and wife as joint tenants, an undivided 2/3 interest; and to Helbling Land LLP, a North Dakota limited liability partnership, and undivided 1/3 interest

4. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

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Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1527654

Commitment No.: 1527654

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.

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1527654

Commitment No.: 1527654

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date but prior to the date the Proposed Insured acquires for value the Title or Mortgage covered by this Commitment.
2. 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.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements, or claims of easement, not shown by the Public Records.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. All assessments and taxes due and payable in 2020, and thereafter.
7. Owner's Covered Risk No. 2(c), which reads as follows, is hereby deleted: (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
8. Owner's Covered Risk No. 10, which reads as follows, is hereby deleted: Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
9. Any and all levied and pending assessments.

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10. Taxes due and payable in the year 2019 in the amount of \$600.00 are PAID.
 Base Tax: \$600.00
 Property Identification No.: 29250515
 Property is Non-Homestead (for taxes due and payable in the year 2019)
11. An easement for ingress, egress and utility purposes in favor of Crow Wing Cooperative Power & Light Company shown in the document recorded July 29, 1991 as Doc. No. 425408 and Doc. No. 425409 of Official Records.
12. An easement for ingress and egress and utility purposes in the document recorded May 30, 1995 as Doc. No. 481391 of Official Records.
13. An easement for ingress and egress and utility purposes in the document recorded May 03, 1996 as Doc. No. 495295 of Official Records.
14. An easement for ingress and egress purposes in the document recorded May 09, 2017 as Doc. No. A-888145 of Official Records.
15. An easement for access purposes in the document recorded July 31, 2017 as Doc. No. A-891878 of Official Records.
16. The terms and provisions contained in the document entitled "Deed Restriction" recorded July 31, 2017 as Doc. No. A-891879 of Official Records.
17. The terms and provisions contained in Conditional Use Permit recorded May 21, 2019, as Doc. No. A-917815.
18. An easement for drainage of water and for water infiltration purposes in the document recorded July 18, 2019 as Doc. No. A-920091 of Official Records.
19. Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.
20. Rights of the public in and to that portion of the land lying within Little Walnut Lane.
21. Water rights, claims or title to water, whether or not shown by the public records.
22. Rights of the United States of America and/or the State of Minnesota, the county, the municipality, and the public, in and to that part of the land which may be within wetlands (Tract A).

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Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1527654

Commitment No.: 1527654

The Land referred to herein below is situated in the County of Crow Wing, State of MN, and is described as follows:

TRACT A

That part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said Northwest Quarter, thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 243.90 feet to the point of beginning of the tract to be herein described; thence South 02 degrees 00 minutes 57 seconds East 503.64 feet thence North 74 degrees 18 minutes 34 seconds East 1021.29 feet; thence South 78 degrees 49 minutes 31 seconds East 204.23 feet thence South 32 degrees 03 minutes 38 seconds East 256.73 feet; thence North 39 degrees 10 minutes 15 seconds East 134.23 feet; thence North 25 degrees 27 minutes 43 seconds East 335.21 feet; thence North 27 degrees 46 minutes 38 seconds West 21.10 feet thence North 56 degrees 37 minutes 20 seconds West 130.35 feet to said north line; thence South 89 degrees 29 minutes 34 seconds West along said north line 1447.85 feet to the point of beginning.

Together with and subject to a 33.00 foot wide easement for ingress and egress purposes over and across the Southeast Quarter, Section 23, over and across the Southwest Quarter, Section 24, and over and across the Northwest Quarter, Section 25, all in Township 136 North, Range 29 West, Crow Wing County, Minnesota, the as the centerline is described as follows: Commencing at the southeast corner of said Southeast Quarter, thence North 90 degrees 00 minutes 00 seconds West, assumed bearing, along the south line of said Southeast Quarter 44.66 feet thence North 42 degrees 21 minutes 28 seconds West 72.50 feet: thence North 61 degrees 23 minutes 59 seconds West 123.65 feet thence northwesterly 67.95 feet along a tangential curve concave to the southwest having a radius of 255.76 and a central angle of 15 degrees 13 minutes 24 seconds to the point of beginning of the centerline to be herein described thence North 59 degrees 46 minutes 19 seconds East not tangent to last described curve 102.11 feet; thence northeasterly 90.14 feet along a tangential curve concave to the southeast having a radius of 150.00 feet and a central angle of 34 degrees 25 minutes 55 seconds; thence South 85 degrees 47 minutes 46 seconds East tangent to said last described curve 174.10 feet thence South 78 degrees 18 minutes 34 seconds East 205.41 feet thence South 71 degrees 54 minutes 15 seconds East 548.54 feet; thence easterly 102.52 feet along a tangential curve concave to the north having a radius of 300.00 feet and a central angle of 19 degrees 34 minutes 49 seconds; thence North 88 degrees 30 minutes 56 seconds East tangent to said last described curve 193.89 feet; thence North 83 degrees 48 minutes 18 seconds East 194.62 feet thence North 89 degrees 29 minutes 34 seconds East 392.96 feet; thence South 56 degrees 37 minutes 20 seconds East 121.08 feet; thence South 27 degrees 46 minutes 38 seconds East 98.25 feet and said described centerline there terminating.

The sidelines of easterly end of easement shall be prolonged or shortened to terminate on lines bearing South 25 degrees 27 minutes 43 seconds West and South 64 degrees 32 minutes 17 seconds East from Point A. Said Point A is described as follows: Commencing at the northwest corner of said Northwest Quarter, thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 1812.18 feet thence South 00 degrees 30 minutes 26 seconds East 161.56 feet to said Point A.

Also subject to the following described Easement A:

Easement A

A 15.00 foot wide easement for access purposes over and across part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, the centerline of said easement is described as follows:

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Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 1812.18 feet thence South 00 degrees 30 minutes 26 seconds East 161.56 feet thence South 25 degrees 27 minutes 43 seconds West 220.50 feet to the point of beginning of the centerline to be herein described; thence South 64 degrees 32 minutes 29 seconds West 190.60 feet to the westerly line of the "HELBLING PROPERTY" as recorded in Document No. 195295, Crow Wing County Recorder's Office, and said centerline there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on said westerly line and on lines bearing North 25 degrees 27 minutes 43 seconds East and South 25 degrees 27 minutes 43 seconds West from the point of beginning.

TRACT B

That part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East assumed bearing along the north line of said Northwest Quarter 243.90 feet; thence South 02 degrees 00 minutes 57 seconds East 503.64 feet; thence North 74 degrees 18 minutes 34 seconds East 1021.29 feet thence South 78 degrees 49 minutes 31 seconds East 204.23 feet thence South 32 degrees 03 minutes 38 seconds East 256.73 feet to the point of beginning of the tract to be herein described thence South 02 degrees 59 minutes 25 seconds East 223.32 feet; thence South 70 degrees 12 minutes 46 seconds West 348.05 feet thence North 70 degrees 17 minutes 58 seconds West 155.87 feet thence South 49 degrees 35 minutes 01 second West 90.81 feet; thence South 49 degrees 10 minutes 57 seconds East 415.51 feet; thence South 17 degrees 39 minutes 44 seconds East 455.33 feet thence North 74 degrees 16 minutes 16 seconds East 490.72 feet thence North 15 degrees 18 minutes 08 seconds West 452.74 feet thence North 01 degree 24 minutes 30 seconds East 147.07 feet; thence North 36 degrees 36 minutes 27 seconds East 344.99 feet thence North 59 degrees 16 minutes 24 seconds East 397.03 feet thence North 83 degrees 55 minutes 07 seconds East 234.84 feet to the east line of said Northwest Quarter; thence North 01 degree 57 minutes 47 seconds East along said east line 16.92 feet thence North 89 degrees 51 minutes 41 seconds West 511.73 feet thence North 64 degrees 32 minutes 17 seconds West 108.25 feet thence South 25 degrees 27 minutes 43 seconds West 273.28 feet thence North 64 degrees 32 minutes 17 seconds West 240.35 feet thence North 25 degrees 27 minutes 43 seconds East 273.28 feet thence South 64 degrees 32 minutes 17 seconds East 49.90 feet thence North 27 degrees 46 minutes 38 seconds West 103.48 feet thence South 25 degrees 27 minutes 43 seconds West 335.21 feet to the intersection with a line bearing North 39 degrees 10 minutes 15 seconds East from the point of beginning, thence South 39 degrees 10 minutes 15 seconds West 134.23 feet, more or less, to the point of beginning.

Together with and subject to a 33.00 foot wide easement for Ingress and egress purposes over and across the Southeast Quarter, Section 23, over and across the Southwest Quarter, Section 24, and over and across the Northwest Quarter, Section 25, all in Township 136 North, Range 29 West, Crow Wing County, Minnesota, the centerline is described as follows. Commencing at the southeast corner of said Southeast Quarter, thence North 90 degrees 00 minutes 00 seconds West, assumed bearing, along the south line of said Southeast Quarter 44.66 feet; thence North 42 degrees 21 minutes 28 seconds West 72.50 feet thence North 61 degrees 23 minutes 59 seconds West 123.65 feet thence northwesterly 67.95 feet along a tangential curve concave to the southwest having a radius of 255.76 and a central angle of 15 degrees 13 minutes 24 seconds to the point of beginning of the centerline to be herein described: thence North 59 degrees 46 minutes 19 seconds East not tangent to last described curve 102.11 feet thence northeasterly 90.14 feet along a tangential curve concave to the southeast having a radius of 150.00 feet and a central angle of 34 degrees 25 minutes 55 seconds; thence South 85 degrees 47 minutes 46 seconds East tangent to said last described curve 174.10 feet thence South 78 degrees 18 minutes 34 seconds East 205.41 feet thence South 71 degrees 54 minutes 15 seconds East 548.54 feet thence easterly 102.52 feet along a tangential curve concave to the north having a radius of 300.00 feet and a central angle of 19 degrees 34 minutes 49 seconds; thence North 88 degrees 30 minutes 56 seconds East tangent to said last described curve 193.89 feet; thence North 83 degrees 48 minutes 18 seconds East 194.62 feet thence North 89 degrees 29 minutes 34 seconds East 392.96 feet thence South 56 degrees 37 minutes 20 seconds East 121.08 feet thence South 27 degrees 46 minutes 38 seconds East 98.25 feet and said described centerline there terminating.

The sidelines of easterly and of easement shall be prolonged or shortened to terminate on lines bearing South 25 degrees 27 minutes 43 seconds West and South 64 degrees 32 minutes 17 seconds East from Point A. Said Point A is described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 1812.18 feet; thence South 00 degrees 30 minutes

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26 seconds East 161.56 feet to said Point A.

Also subject to the following described Easement A and Easement B:

Easement A

A 15.00 foot wide easement for access purposes over and across part of the Northwest Quarter, Section, 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, the centerline of said easement is described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 1812.18 feet; thence South 00 degrees 30 minutes 26 seconds East 161.56 feet; thence South 25 degrees 27 minutes 43 seconds West 220.50 feet to the point of beginning of the centerline to be herein described; thence South 64 degrees 32 minutes 29 seconds West 190.60 feet to the westerly line of the "HELBLING PROPERTY" as recorded in Document No. 195295, Crow Wing County Recorder's Office, and said centerline there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on said westerly line and on lines bearing North 25 degrees 27 minutes 43 seconds East and South 25 degrees 27 minutes 43 seconds West from the point of beginning.

Easement B

A 15.00 foot wide easement for access purposes over and across part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, the northerly line of said easement is described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 1812.18 feet; thence South 00 degrees 30 minutes 26 seconds East 161.56 feet; thence South 64 degrees 32 minutes 17 seconds East 240.35 feet to the point of beginning of the northerly line to be herein described; thence continuing South 64 degrees 32 minutes 17 seconds East 323.50 feet to the easterly line of the "HELBLING PROPERTY" as recorded in Document No. 195295, Crow Wing County Recorder's Office, and said northerly line there terminating.

The southerly line of said easement shall be prolonged or shortened to terminate on said easterly line and a line bearing South 25 degrees 27 minutes 43 seconds West from the point of beginning.

NOTE: This property is Abstract.

INFORMATIONAL NOTE - CHAIN OF TITLE:

The County Records have been examined for any conveyances in the last twenty-four months, from August 06, 2017 through August 06, 2019, on property referenced in Schedule A of this commitment.

The following transfer/conveyance document(s) has been recorded in the Recorder's /Registrar's office in Crow Wing County, Minnesota:

Warranty Deed

Dated: May 08, 2017
Recorded: May 10, 2017
Document No.: A888164
Grantor: Helbling Land LLP, as successor to Helbling Land Company, a North Dakota limited liability partnership and Michael Bullinger and Peggy Bullinger, married to each other and Daniel Helbling a/k/a Dan Helbling and Lauri Helbling, married to each other

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Grantee: Daniel Helbling a/k/a Dan Helbling and Lauri Helbling, married to each other as joint tenants and undivided 2/3 interest and Helbling Land LLP, a North Dakota limited liability partnership, and undivided 1/3 interest

**Warranty Deed
(Tract A)**

Dated: July 17, 2019
Recorded: August 12, 2019
Document No.: A-921206
Grantor: Daniel Helbling and Lauri Helbling, husband and wife and Helbling Land LLP, a North Dakota limited liability partnership
Grantee: Daniel Helbling and Lauri Helbling, husband and wife as joint tenants, an undivided 2/3 interest; and to Helbling Land LLP, a North Dakota limited liability partnership, and undivided 1/3 interest as tenants in common

**Warranty Deed
(Tract B)**

Dated: July 17, 2019
Recorded: August 12, 2019
Document No.: A-921207
Grantor: Daniel Helbling and Lauri Helbling, husband and wife and Helbling Land LLP, a North Dakota limited liability partnership
Grantee: Daniel Helbling and Lauri Helbling, husband and wife as joint tenants, an undivided 2/3 interest; and to Helbling Land LLP, a North Dakota limited liability partnership, and undivided 1/3 interest as tenants in common

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Office of the Minnesota Secretary of State Certificate of Incorporation

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

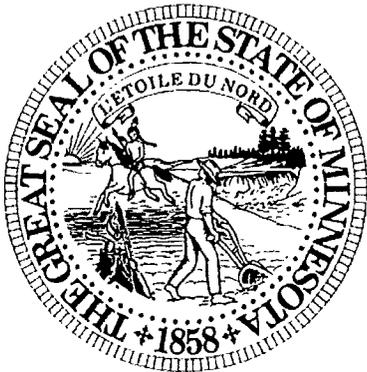
The business entity is now legally registered under the laws of Minnesota.

Name: The Range Homeowner's Association, Inc.

File Number: 1096899500022

Minnesota Statutes, Chapter: 317A

This certificate has been issued on: 08/16/2019



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State
Minnesota Nonprofit Corporation/Articles of Incorporation
Minnesota Statutes, Chapter 317A



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Incorporation:

ARTICLE 1 - CORPORATE NAME:

The Range Homeowner's Association, Inc.

ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name: **Daniel Helbling**

Address:
5850 Little Walnut Lane Pequot Lakes MN 56472 USA

ARTICLE 3 - INCORPORATOR(S):

Name: **Daniel Helbling** Address: **PO Box 488 Pequot Lakes MN 56472**

DURATION: PERPETUAL

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: Larry L Leege

MAILING ADDRESS: PO Box 488 Pequot Lakes MN 56472

EMAIL FOR OFFICIAL NOTICES: workdan@uslink.net

ARTICLES OF INCORPORATION
OF
THE RANGE HOMEOWNER'S ASSOCIATION, INC.

The undersigned incorporator, in order to form a Minnesota Nonprofit Corporation under Minnesota Statutes, Chapter 317A, adopts the following:

ARTICLE I.

The name of the corporation is "The Range Homeowner's Association, Inc."

ARTICLE II.

The street address of the registered office of the corporation in Minnesota is:

c/o Daniel Helbling
5850 Little Walnut Lane
Pequot Lakes, MN 56472

The mailing address of the registered office of the corporation in Minnesota is:

c/o Daniel Helbling
PO Box 488
Pequot Lakes, MN 56472

ARTICLE III.

The registered agent at the above address is Daniel Helbling.

ARTICLE IV.

The name and address of the incorporator is:

Daniel Helbling
PO Box 488
Pequot Lakes, MN 56472

ARTICLE V.

The email address for official notices to the corporation to which the Secretary of State can forward official notices required by law and other notices is:

workdan@uslink.net

Note: This email address should be excluded from requests for bulk data, to the extent allowed by Minnesota law.

ARTICLE VI.

A name and daytime phone number of a person who can be contacted about this form is:

Daniel Helbling
218-839-0306

ARTICLE VII.

The corporation is formed and shall be operated for the purpose of governing certain common interest community property located in Crow Wing County, Minnesota, and designated as "The Range", and to provide an entity to act as a Unit Owners' Association, pursuant to Minn. Stat. Sec. 515B.3-101. The property will be subject to the provisions of the Minnesota Common Interest Ownership Act (MCIOA), Minn. Stat. Chapter 515B.

ARTICLE VIII.

This corporation does not and shall not, incidentally or otherwise, afford pecuniary gain to its members, directors, or officers; provided however, that this corporation may pay to its members, directors, or officers, and others, reasonable compensation for services to or for the corporation, and may lease and purchase from, sell to, and otherwise deal with its members, directors, or officers and others in real and personal property situated in Crow Wing County, Minnesota.

ARTICLE IX.

The members of this corporation shall be those persons described as members in the Bylaws of this corporation. The period of duration of this corporation shall be perpetual.

ARTICLE X.

In the event of dissolution of this corporation all of its then assets shall be distributed as follows:

1. The dissolution shall be conducted under court supervision, if required, or permitted under the statutes of the State of Minnesota, as now enacted or as hereafter amended; and subject to prior compliance with Minn. Stat. Sections 317A725-727, the assets of this corporation shall be distributed to the members of the corporation pro rata in accordance with their respective interests in common elements and facilities of the property.
2. If the dissolution under court supervision is not required or permitted under the said statutes of the State of Minnesota, the assets of this corporation shall be distributed, subject to prior compliance with Minn. Stat. Sections 317A725-727, to the members of the corporation pro rata in accordance with their respective interests in common elements and facilities of the property.

ARTICLE XI.

The names and addresses of the first directors of this corporation, who shall serve as directors until the first annual meeting of Members are as follows:

Daniel Helbling
PO Box 488
Pequot Lakes, MN 56472

Lauri Helbling
PO Box 488
Pequot Lakes, MN 56472

The terms of office of the first Board of Directors shall be until successor directors are elected and qualified at the first annual meeting of this corporation. From time to time, the number of directors of this corporation may be increased or diminished by the vote of the Members or of the Board of Directors of this corporation in accordance with the Bylaws of this corporation, but (other than the first Board of Directors) shall never be less than three (3) in number.

ARTICLE XII.

Members, directors, and officers of this corporation shall not be personally liable to any extent whatsoever for obligations of this corporation.

ARTICLE XIII.

This corporation shall have no capital stock, either authorized or unauthorized.

ARTICLE XIV.

In accordance with the Bylaws of this corporation, this corporation shall initially have two (2) classes of voting membership which are Class A Members and Class B Members.

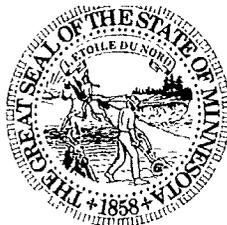
IN TESTIMONY WHEREOF, I have signed my name below as the sole incorporator of this corporation on the date indicated below.

I, the undersigned incorporator, certify that I am an individual 18 years of age or older, I am signing this document as the person whose signature is required on this document, and I further certify that I have furnished all of the information required for this document. I certify that the information in this document is in compliance with the applicable chapter of Minnesota Statutes, and I declare under penalty of perjury that everything that I have stated in this document is true and correct. I understand that by signing this document I am subject to the penalties of perjury as set forth in Minnesota Statutes Section 609.48 as if I had signed this document under oath.

Date

August 15, 2019


Daniel Helbling, Incorporator



Work Item 1096899500022
Original File Number 1096899500022

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
08/16/2019 11:59 PM

Steve Simon

Steve Simon
Secretary of State

2019

No delinquent taxes and transfer entered
this 18 day of July, 2019
Gary Griffin
County Auditor/Treasurer, By TD

RETURN TO DAN HELBLING
PO BOX 488 FEE: \$46.00
PEQUOT LAKES, MN 56472 PAGES: 4

29250508PT

Top 3 inches reserved for recording data)

EASEMENT DEED

eCRV number: **N/A**

DEED TAX DUE: **\$0.00**

DATE: **July 17, 2019**

FOR VALUABLE CONSIDERATION, **The Preserve LLC**, a limited liability company under the laws of Minnesota, ("Grantor"), hereby conveys to **Daniel Helbling and Lauri Helbling, husband and wife as joint tenants; and to Helbling Land LLP, a limited liability partnership under the laws of North Dakota**, ("Grantee"), an easement for the drainage of water and for water infiltration purposes over, under, across and upon Grantor's real property in Crow Wing County, Minnesota, legally described as follows:

SEE ATTACHED EXHIBIT "A".

Check applicable box. **NOT APPLICABLE**

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document 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:

The Preserve LLC

By: [Signature]

Mark Ronnel

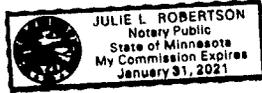
Its: Chief Manager

RETURN TO Dan Helbling
PO Box 488
Pequot Lakes, MN 56472

*Drainage Easement
from the Preserve*

State of Minnesota
County of Crow Wing

This instrument was acknowledged before me on July 17, 2019, by Mark Ronnel, as Chief
Manager of The Preserve LLC, a limited liability company under the laws of Minnesota.



Julie L. Robertson
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Larry L. Leege
For: Larry L. Leege PA
PO Box 2630
Baxter, MN 56425
218-828-4155
Atty. Reg. No. 0171980
Note: This document drafted without benefit of
title examination.

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

N/A

EXHIBIT "A"

a That part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 243.90 feet; thence South 02 degrees 00 minutes 57 seconds East 503.64 feet; thence North 74 degrees 18 minutes 34 seconds East 511.68 feet to the point of beginning of the tract to be herein described; thence continuing North 74 degrees 18 minutes 34 seconds East 509.61 feet; thence South 78 degrees 49 minutes 31 seconds East 204.23 feet; thence South 32 degrees 03 minutes 38 seconds East 256.73 feet; thence South 07 degrees 59 minutes 25 seconds East 223.32 feet; thence South 70 degrees 12 minutes 46 seconds West 253.60 feet; thence North 66 degrees 34 minutes 44 seconds West 690.85 feet; thence North 12 degrees 21 minutes 30 seconds East 157.24 feet to the point of beginning.

To have and to hold said easement unto said Grantee, their heirs, personal representatives, and assigns as appurtenant to Grantee's real property, which is located in Crow Wing County, Minnesota, and is legally described on the attached Exhibit "B".

This easement is limited in scope to storm water drainage and infiltration and to any additional water drainage and water infiltration required for the construction, use, and maintenance of building units as may from time to time be constructed on the real property described on said attached Exhibit "B".

In the event that Grantor's real property described on said attached Exhibit "A" (which real property is currently utilized as a golf driving range) is developed in the future, the Grantor or their successors and assigns agree to incorporate the said drainage and infiltration purposes and requirements of this easement into such future development plan to fully and adequately accommodate such drainage and infiltration requirements. Once these said drainage and infiltration requirements are met by such future development plan, then upon the consent of Grantee or their heirs, successors and assigns, this easement will be terminated. In such circumstance, said consent by Grantee or their heirs, successors and assigns cannot be unreasonably withheld.

The grant of this easement shall run with the land and shall be binding upon the Grantor, its successors and assigns, and shall inure to the benefit of the Grantee and their/its heirs, successors and assigns.

EXHIBIT "B"

TRACT A

a That part of the Northwest Quarter, Section 25, Township 136 North, Range 29 West, Crow Wing County, Minnesota, described as follows. Commencing at the northwest corner of said Northwest Quarter, thence North 89 degrees 29 minutes 34 seconds East, assumed bearing, along the north line of said Northwest Quarter 243 90 feet to the point of beginning of the tract to be hereon described, thence South 02 degrees 00 minutes 57 seconds East 503.64 feet, thence North 74 degrees 18 minutes 34 seconds East 1021 29 feet; thence South 78 degrees 49 minutes 31 seconds East 204 23 feet, thence South 32 degrees 03 minutes 38 seconds East 256 73 feet; thence North 39 degrees 10 minutes 15 seconds East 134.23 feet, thence North 25 degrees 27 minutes 43 seconds East 335 21 feet; thence North 27 degrees 46 minutes 38 seconds West 21 10 feet, thence North 56 degrees 37 minutes 20 seconds West 114 10 feet to said north line, thence South 89 degrees 29 minutes 34 seconds West along said north line 1447 85 feet to the point of beginning

Common Interest Community
(Planned Community)
The Range
Homeowners Association, LLC
“Declaration”

This Declaration is made in the County of Crow Wing, State of Minnesota, on this _____ Day _____ 2019, by The Range, LLC, a Minnesota limited liability company, (the “Declarant”), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act, hereinafter referred to as the “Act”, for the purposes of creating Lodges of The North Range, a planned community.

WHEREAS, Declarant is the Owner of certain real property located in Crow Wing County, Minnesota, legally described in Exhibit A, attached hereto and Declarant desires to submit said real property and all improvements thereon (collectively the “Property”) to the Act, and;

WHEREAS, Declarant desires to establish on the property a plan for a residential community to be owned, occupied, and operated for the use, health, safety and welfare of its Owners and Occupants, and their guests and for the purpose of preserving the value, the structural quality, and the architectural and aesthetic character, of the Property, and;

WHEREAS, the Property is not subject to an ordinance referred to in Section 515b.1-106 of the Act, governing common interest ownership, and is not subject to a master association as defined in the Act.

THEREFORE, Declarant makes the Declaration and submits the Property to the Act as a planned community under the name “The Range”, consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges, and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest herein, and their heirs, personal representatives, successors and assigns.

Section 1
Definitions

The following words when used in the Governing Documents shall give the following meanings (unless the context indicates otherwise):

1. **“Association”** shall mean The Range Homeowners Association, Inc., a non profit corporation, which has been created pursuant to Chapter 317A of the laws of the

State of Minnesota and Minnesota and Section 515B.3-101, whose Members consist of all Owners as defined herein.

2. **"Board"** shall mean the Board of Directors of the Association as provided for in the By-Laws.
3. **"By-Laws"** shall mean the By-Laws governing the operation of the Association, as amended from time to time.
4. **"Common Elements"** shall mean all parts of the Property except the Units, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. The Common Elements are legally described in Exhibit B attached hereto.
5. **"Common Expenses"** shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation allocation to reserve those items specifically identified as Common Expenses in the Declaration or By-Laws.
6. **"Declarant"** shall mean Daniel and Lauri Helbling, 5850 Little Walnut Lane, Pequot Lakes, MN 56472.
7. **"Declaration"** shall mean this Declaration of Covenants, Conditions, restrictions and Easements for Common Interest Community Number _____ for The Range.
8. **"Dwellings"** shall mean a part of a building consisting of one or more floors, designed and intended for occupancy as a single-family residence, and located within the boundaries of a Unit and the Limited Common Elements assigned to the Unit. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Unit in which the Dwelling is located.
9. **"Eligible Mortgagee"** shall mean any Person owning a Mortgage on any Unit, which Mortgage is first in priority upon foreclosure to all other Mortgages that encumber such Unit, and which has requested the Association, in writing, to notify it regarding any proposed action that requires approval by a specified percentage of Eligible Mortgagees.
10. **"Governing Documents"** shall mean this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
11. **"Limited Common Elements"** shall mean all parts of the Common Elements that are reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated.

12. **“Living Unit”** shall mean any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as shown on the Plat, including all improvements thereon, but excluding the Common Elements.
13. **“Majority”** shall mean “for voting purposes” the holders of more than 50% of the votes present and entitled to vote in accordance with the provisions of the Declaration or the Bylaws.
14. **“Management Agent”** shall mean the person, persons, or service company, if any, hired or appointed by the Association to manage the Property from time to time.
15. **“Member”** shall mean all persons who are Members of the Association by virtue of being Owners as defined in this Declaration. The words “Owner” and “Member” may be used interchangeably in the Governing Documents.
16. **“Occupant”** shall mean any person or persons, other than an Owner, in possession of or residing in a Unit.
17. **“Owner”** shall mean a person who owns a Unit, but excluding Contract for Deed vendors, Mortgagees and other secured parties within the meaning of Section 515B.1-103(29) of the Act. The term “Owner” includes, without limitation, Contract for Deed vendees and holders of life estates.
18. **“Party Wall”** shall mean the shared wall between two Dwellings. There is no intention for any of the Units to have a Party Wall.
19. **“Person”** shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property or having legal identity before a Minnesota Court of Law.
20. **“Plat”** shall mean the recorded plan depicting the Property pursuant to the requirements of Section 515B.2-1101 of the Act, and satisfying the requirements of Minnesota Statutes Chapter 505, including any amended or supplemental Plat recorded from time to time in accordance with the Act.
21. **“Property”** shall mean all of the real property submitted to this Declaration, including the Dwellings and all other structures and improvements located thereon now or in the future. The Property as of the date of this Declaration is legally described in Exhibit A attached hereto.
22. **“Rental Management Agreement”** shall mean an agreement between an Owner and the Management Agent providing for the rental, maintenance, repair, upkeep and

housekeeping of a Unit during any period said Unit is designated for use under a Rental Agreement by other persons for recreation or other permitted uses.

23. **“Residential Use”** or “Residential Purpose” shall mean use as a dwelling, whether primary, secondary, seasonal, or otherwise occupied by individuals pursuant to a rental agreement, and also transient use such as temporary resort lodging.
24. **“Rules and Regulations”** shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.
25. **“Unit”** shall mean any Living Unit.

Any terms used in the Governing Documents, and defined in the Act, and not in this Section, shall have the meaning set forth in the Act.

Section 2 Description of Units And Appurtenances

2.1 **Units.** There are fifteen (15) Units, all of which are restricted to parking and storage in accordance with this Declaration. Each Unit constitutes a separate parcel of real estate. No additional Units may be rented by the subdivision or conversion of Units pursuant to Section 515B.2-112 of the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference, and a schedule of Units is set forth on Exhibit A. The Unit identifier for a Unit shall be its lot and block numbers and the subdivision name.

2.2 **Unit Boundaries.** The front, rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat except that the side boundaries of any two contiguous Units shall be the interior, unfinished surface of the Party Wall separating adjacent Dwellings or Garages. The Units shall have no upper or lower boundaries. Subject to this section 2 and Section 3.2, all spaces, walls and other improvements within the boundaries of a Unit are a part of the Unit.

2.3 **Access Easements.** Each Unit shall be the beneficiary of an appurtenant easement for access to a public street or highway on or across the Common Elements as shown on the Plat, subject to any restriction set forth in the Declaration.

2.4 **Use and Environmental Easements.** Each Unit shall be the beneficiary of appurtenant easements for use and enjoyment on and across the Common Elements, and for use and enjoyment of

any Limited Common elements allocated to the Unit, subject to any restrictions authorized by the Declarant.

2.5 **Utility and Maintenance Easements.** Each Unit shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Units and the Common Elements, and for maintenance, repair and replacement as described in Section 13.

2.6 **Encroachment Easements.** Each Unit shall be subject to and shall be the beneficiary of the appurtenant easements for encroachments as described in Section 13.

2.7 **Declarant's Easements.** Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 15.6.

2.8 **Recorded Easements.** The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

2.9 **Easements are Appurtenant.** All easements and similar rights burdening or benefitting a Unit or any other party of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the Act or the terms of the easement. Any recorded easement benefitting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

2.10 **Impairment Prohibited.** No person shall materially restrict or impair any easement benefitting or burdening the Property; subject to the Declaration and the right of the Association to impose reasonable Rules and Regulations governing the use of the Property.

2.11 **Parking.** The Association shall maintain, upon the common Elements, vehicle parking spaces conveniently located for the use of the Owners, the Owners' families, tenants and guests. Any vehicles, snowmobiles, watercraft or trailers not in regular use shall not be kept on the Property unless stored within an enclosed Garage structure. The Association may establish specific parking areas for overflow parking and may from time to time establish additional rules and regulations concerning the use of these parking spaces and may cause to be towed, from the Common Elements, improperly parked vehicles or personal property, at the Owner's expense.

2.12 **Left blank intentionally**

2.13 **Personal Property for Common Use.** The Association may acquire and hold for the use of all the Members tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in such property shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Member may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Members. The Association shall have the authority to impose reasonable rules, regulations and charges upon the use of such property.

2.14 **Water Supply.** A central water system or systems with common wells will serve each lot and said water supply system shall be owned, maintained and operated by the Association. The water service pipe from the common water main to any dwelling shall be owned and maintained by the Owner of the respective Living Unit, subject to reasonable regulations by the Association.

2.15 **Septic Systems.** A septic shall be constructed and maintained according to County and State standards to serve all Units on the property. The Association shall maintain the septic system, with all costs assessed pursuant to Section 6. The service line from the Unit to the common sewer line shall be maintained by the Owner of the respective Living Unit.

Section 3 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

3.1 **Common Elements.** The Common Elements and their characteristics are as follows:

1. All of the property not included within the Units constitutes Common Elements. The Common Elements include those parts of the Property described in Exhibit B; designated as Common Elements on the Plat; or in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.
2. The Common Elements shall be subject to appurtenant easements for services, public and private utilities, access, use and enjoyment in favor of each Unit and its Owners and Occupants, and their guests; subject to (i) the rights of Owners and Occupants in Limited Common Elements appurtenant to their Units and (ii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.
3. Subject to Sections 5, 6, and 9, all maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.
4. Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

3.2 **Limited Common Elements.** The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated, and the rights to the use and enjoyment thereof are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units as follows:

- a. Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

- b. Improvements such as decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, perimeter doors and windows, constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, if located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

Section 4

Association Membership: Rights and Obligations

The following provisions shall govern membership in the Association, and the allocation to each Living Unit a portion of the votes in the Association and a portion of the Common Expenses of the Association:

4.1 **Membership.** Each Owner shall be a Member of the Association by virtue of his or her ownership of a Unit, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's Membership shall terminate when the Owner's ownership of a Unit terminates. When more than one Person is an Owner of a Unit, all such Persons shall be Members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Living Unit nor authorize the division of the voting rights.

4.2 **Voting and Common Expenses.** Voting rights and Common Expense obligations are allocated equally among the Living Units except that special allocations of Common Expenses shall be permitted as provided in Section 6.1. Voting rights, however, are further subject to the following:

- a. The Association shall have two classes of voting membership:
 - (i) **Class A.** Class A Members shall all be Owners, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Unit of which they are the Owner. When more than one person is the Owner of any Unit, all such persons shall be Members, but the Owners of such Unit shall be collectively entitled to only one (1) vote for that Unit. When there is more than one Owner of a Unit, the vote shall be cast by one person properly designated as provided in the By-Laws. Any voting authority established in writing by the multiple Owners of a Unit and filed with the Association shall be valid until revoked in writing by such Owners and filed with the Association.
 - (ii) **Class B.** The Class B Member shall be Declarant, who shall be entitled to two (2) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership upon the occurrence of the earliest of the following:
 - 1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
 - 2. The date of _____; or

3. Upon the Declarant's voluntary conversion of its Class B membership to Class A membership

b. Members shall have no rights of cumulative voting. Members may vote by voice, ballot, proxy, mail or other reasonable means, subject to the terms provided in the Bylaws.

4.3 **Appurtenant Rights and Obligations.** The ownership of a Living Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interest, and the title to the Units, shall not be separated or conveyed separately. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents and the Act.

4.4 **Authority to Vote.** The Owner, or some other natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Living Unit(s) at meetings of the Association; provided, that if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the By-Laws may cast such vote. The voting rights of Owners are more fully described in the By-Laws.

Section 5 Administration

The following provisions shall govern the administration and operation of the Association and the Property, including but not limited to the acts required by the Association:

5.1 **General.** The operation and administration of the Association and the Property shall be governed by the Governing Documents and the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents, the Act and the statute under which it is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2 **Operational Purposes.** The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and Rules and Regulations (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible and (iii) preserving the value and architectural uniformity and character of the Property.

5.3 **Binding Effect of Actions.** All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal, representatives, successors and assigns, and all secured parties as defined in the Act.

5.4 **By-Laws.** The Association shall have By-Laws. The By-Laws and any amendments thereto shall govern the operation and administration of the Association.

5.5 **Management.** The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act; provided, however, that such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 **Rules and Regulations.** The Board shall have exclusive authority to approve and implement such reasonable Rules & Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice has been given to the Owners.

5.7 **Association Assets & Surplus Funds.** All funds and real or personal property acquired by the Association shall be upheld and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

Section 6

Assessments for Common Expenses

6.1 **General.** Assessments for Common Expenses shall be determined and assessed against the Units by the Board, in its discretion; subject to the limitations set forth in Sections 6.2 and 6.3, and the requirements of the By-Laws. Assessments for Common Expenses shall include annual assessments and may include Special Assessments. Assessments shall be allocated among the Units according to the Common Expense allocations set forth in Section 4.2, subject to the following qualifications:

- (a) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element undertaken by the Association may be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit, as determined by the Board.
- (b) Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Unit, as determined by the Board.
- (c) The Costs of insurance may be assessed in proportion to value, risk or coverage.
- (d) The costs of utilities may be assessed in proportion to usage.

- (e) Reasonable attorneys fees and other costs incurred by the Association in connection with (i) the collection of assessments, and/or (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their tenants or guests, may be assessed against the Owner's Unit.
- (f) Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act.
- (g) Assessments levied under Section 515B.3-116 of the Act to pay a judgement against the Association may be levied against the Units existing at the time the judgement was entered, in proportion to their Common Expense liabilities.
- (h) If any damage to the Common Elements or another Unit is caused by the acts or omissions of any Owner or Occupant, or their tenants or guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.
- (i) If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full.
- (j) If Common Expense liabilities are reallocated for any purpose authorized by the Act, common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.
- (k) Assessments under Subsections 6.1a-h shall not be considered Special Assessments as described in Section 6.3.

6.2 **Annual Assessment.** Annual assessments shall be established and levied by the Board, subject only to the limitations set forth in Section 6.2 and 6.3. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year. Annual assessments shall provide, among other things, for contributions to a separate reserve fund sufficient to cover the periodic cost of maintenance, repair and replacement of the Common Elements and those parts of the Units for which the Association is responsible.

- (a) Until a Common Expense is levied, Declarant shall pay all accrued expenses of the common interest community.
- (b) After a Common Expense assessment is levied, the annual assessment may be subsequently increased by the Board, subject to Section 6.2 c.

- (c) Until the termination of the period of Declarant Control described in Section 15.7, the increase in the annual assessment for any year shall not exceed the greater of (i) the increase in the U.S. Department of Labor Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for all items for the prior year; or(ii) 5% of the total assessment for the Associations previous fiscal year, unless such increase is approved by a vote of the majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days nor more than 30 in advance of the meeting.

6.3 **Special Assessment.** In addition to annual assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all Units for the purpose of defraying in whole or in part (i) the cost of any unforeseen or non-budgeted Common Expense, (ii) general or specific reserves for maintenance, repair or replacement, and (iii) the maintenance, repair or replacement of any part of the Property, and any fixtures or other property related thereto. Notwithstanding the foregoing, any special assessment shall be subject to approval by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days, nor more than 30 days in advance of the meeting.

6.4 **Capital Improvement Fund.** The Association shall establish a capital improvement fund to meet expenditures for improvements to the Common Elements as approved by the Association. The funds shall be deposited into the Association's account, and Declarant may not use the funds to defray any of its expenses, reserve contributions, or to make up any budget deficit while Declarant is in control of the Association.

6.5 **Liability of Owners for Assessment.** The obligations of an Owner to pay assessments shall commence at the later of (i) the recording of the Declaration or amendment thereto which creates the Owner's Unit, or (ii) the time at which the Owner acquires title to the Unit, subject to the alternative assessment program described in Section 6.7. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several against each Owner if there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of his or her share of Common Expenses by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in Section 14, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder.

6.6 **Declarant's Alternative Assessment Program.** Notwithstanding anything to the contrary in this Section 6, if a Common Expense assessment has been levied, any Unit owned by Declarant for initial sale shall be assessed at the rate of 25% of the assessment levied on other Units of the same type until a Certificate of Occupancy has been issued with respect to such Unit or the Unit is otherwise legally inhabitable. This reduced assessment shall apply to each Unit owned by Declarant at the time that the Unit is crated, and shall continue until the issuance of the Certificate of Occupancy as previously described. There are no assurances that this alternative, assessment program will have no effect on the level of services for items set forth in

the Association's Budget. There shall be no assessment on lots on which no Living Unit has yet be constructed.

6.7 **Assessment Lien.** The Association has a lien on a Unit for any assessment levied against that Unit from the time the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515.B3-102 (a) (10), (11) and (12) of the Act are liens, and are enforceable as assessments, under this Section. Recording of the Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required.

6.8 **Foreclosure of Lien & Remedies.** A Lien for Common Expenses may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement as a lien under a Mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the unit.

6.9 **Lien Priority & Foreclosure.** A lien under this Section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first Mortgage on the Unit, and (iii) liens for real estate taxes and their governmental assessments or charges against the Unit. Notwithstanding the foregoing, if a first priority Mortgage properly recorded against a Unit is foreclosed and no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes, Chapters 580, 581, or 582, then the holder of the Sheriff's Certificate of Sale from the foreclosure of the first Mortgage shall take title to the Unit subject to unpaid assessments for Common Expenses levied pursuant to Sections 515B.3-1151 of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's Period of Redemption.

Section 7

Restrictions on Use of Property

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

7.1 **General.** The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents and the Act, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a Plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 **Subdivision Prohibited.** Except as permitted by the Act, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners, all secured parties holding first Mortgages on any of the Units, and compliance with applicable statutes and laws imposed by governing authorities.

7.3 **Use.** The Units shall be used by Owners, Occupants, and their guests exclusively for Residential purposes and for no other Commercial, business, professional or other non-residential purposes, except as provided in Section 7.4 The Owners of the Units may choose to enter into an agreement for rental of their Unit as provided in Section 7.5 In the event of the rental of a Unit, the Owner, through his/her management or rental leasing company, may impose additional restrictions on the use of their Unit in addition to the restrictions provided for in the Declaration. No changes in the use of the Property shall be made without prior receipt of all appropriate governmental approvals.

7.4 **Business Use Restricted.** No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements; except (i) an Owner or Occupant residing in or a guest temporarily occupying a unit may keep and maintain his or her business or professional records in such Unit and handle matters relating to such business by telephone, telecommuting or correspondence there from, or other home office occupations as allowed by local ordinance, provided that such uses are incidental to the residential use, do not involve physical alteration of the Unit and do not involve any observable business activity such as signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Unit by customers or employees and (ii) the Association may maintain offices on the Property for management and related purposes and (iii) the Declarant and his agents may conduct sales activities and have sales and construction offices or other office activities related to the development of the Association.

7.5 **Rental.** Rental of Units shall be allowed, subject to reasonable regulation by the Association, subject to The City of Pequot Lakes Ordinances and subject to the following conditions: (i) all Units may be subleased only through the use of a management and rental leasing company, (ii) no unit may be leased separately from the attendant Living Unit, (iii) all leases shall be subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Act and any failure of the lessee to comply with the terms of such documents shall be a default under the lease and the Governing Documents. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the rental of Units, consistent with this Section. All Units shall also comply with the applicable provisions of the Pequot Lakes City Code which govern both long term, short term and other types of residential rentals.

7.6 **Parking.** Parking areas and any Garages on the Property shall be used only for parking of vehicles owned or leased by Owners, Occupants, and their guests and such other incidental uses as may be authorized in writing by the Association. The use of Garages, driveways and other parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including, without limitation, the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property.

7.7 **Storage.** Outside storage of any items, including, without limitation, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed. Household trash and garbage shall be regularly collected and may not be kept outside any Unit except on those days designated as pick-up days by a commercial or Municipal sanitation service, and then only if in tightly covered containers or as stipulated by the

Municipality or the Association. No watercraft, inoperable automobiles, snowmobiles, fish houses, trailers, camping vehicles, recreational vehicles, tractor/trailers, buses, or trucks in excess of 1500 pounds gross weight, shall at any time be stored outside any Unit, except that watercraft, snowmobiles, and trailers in regular use may be temporarily parked in the Owners' driveway for a period not to exceed 48 consecutive hours. No exterior LP gas storage tanks shall be permitted on the property.

7.8 **Animals.** No animal may be kept, bred, or maintained for business or commercial purposes, anywhere on the Property. The Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans. Nothing herein shall prevent the Association from establishing the prohibition of keeping any or all animals on the Property except those used to aid persons with handicaps.

7.9 **Quiet Enjoyment: Interference Prohibited.** All Owners, Occupants and their guests shall have a right of quiet enjoyment in their respective Units, and shall use the property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Property by the other Owners, Occupants, and their guests. " Nothing herein shall prevent the Association from establishing the absolute prohibition of keeping any and all animals on the Property, except that animals legally qualifying as "service animals" in accordance with the applicable Federal and State law are permitted."

7.10 **Compliance with Law.** No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner, Occupant, or guest.

7.11 **Alterations.** Except for those made by Declarant in consideration of its initial sale of each Unit, no alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "Alterations") shall be made, or caused or allowed to be made, by any Owner, Occupant, or their guests, in any part of the Common or Limited Elements, or in any part of the Unit which affects the Common or Limited Elements or which is visible from the exterior of the Unit, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8. The Board, or the appointed committee if so authorized by the Board, shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of whether the criteria are satisfied.

7.12 **Access to Units.** In case of emergency, all Units and Limited Common Elements are subject to entry, without notice and at any time, by an officer or Member of the Board of the Association, by the Association's management agent or by any public safety personnel. An easement is hereby reserved across all of the streets within the plat to provide access to any Unit or to the Common Areas for emergency vehicles. Entry is also authorized for maintenance purposes under Section 9 and for enforcement purposes under Section 14.

SECTION 8

ARCHITECTURAL CONTROL

1. **Restrictions on Alteration.** The following restrictions and requirements shall apply to alterations on the Property:
 - a. Except as expressly provided in this Section 8, and except for alterations made by Declarant in consideration of its initial sale of each Unit, no structure, building additions, deck, patio, fence, wall, enclosure, window, exterior door, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Unit which is visible from the exterior of the Unit (collectively referred to as "alterations"), shall be commenced, erected or maintained in a Unit, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board of Directors or a committee appointed by it. Notwithstanding the foregoing, Declarant's written consent shall also be required for alterations until Declarant no longer owns any unsold Unit.
 - b. The criteria for approval shall include and require, at a minimum (i) substantial uniformity of color, size, location, type and design in relation to existing improvements and topography (ii) comparable or better quality or materials as used in existing improvements, (iii) ease of maintenance and repair, (iv) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations, and (v) compliance with governmental laws, codes and regulations.
 - c. No alterations of the Property shall encroach upon an existing Unit.
 - d. Approval of alterations which encroach upon the Common or Limited Elements shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the alterations are approved; provided, that any easement for a deck or patio other than as originally constructed shall require approval by resolution of the Board of Directors and a file of such resolutions shall be maintained permanently as a part of the Association's records.
 - e. Alterations described in Section 16 shall be governed by that Section.
2. **Review Procedures.** The following procedures shall govern requests for alterations under this Section:
 - a. Detailed plans, specifications, and related information for any proposed alteration, in form and content acceptable to the Board of Directors, shall be submitted to the Board

of Directors at least sixty (60) days prior to the projected commencement of construction. No alterations shall be commenced prior to written approval.

- b. The Board of Directors shall give the Owner written notice of approval or disapproval. If the Board of Directors fails to approve or disapprove within sixty (60) days after receipt of said plans and specifications and all other information requested by the Board of Directors, then approval will not be required, and this Section shall be deemed to have been fully complied with so long as the alterations are done in accordance with the plans, specifications and related information which were submitted and in conformity with the Act, the Declaration, and all governmental law, ordinance, and regulations.
 - c. If no request for approval is submitted, approval is denied, unless (i) the alterations are reasonably visible and (ii) no written notice of the violation has been given to the Owner in whose Unit the alterations are made, by the Association or another Owner, within twelve months following the date of commencement of the alterations. Notice may be direct written notice or the commencement of legal action by or on behalf of the Association or an Owner. The Owner of the Unit in which the alterations are made shall have the burden of proof, by clear and convincing evidence, which the alterations were commenced and reasonably visible for at least twelve months following completion and that the notice was not given.
3. **No Liability.** The Board or architectural control committee shall not be liable in damage or otherwise to any person submitting requests for approval or to any Owner within the property by reason of any action, failure to act, approval disapproval, or failure to approve or disapprove with regard to such requests.
 4. **Remedies for Violations:** The Association may undertake any measures, legal, equitable or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorney's fees and costs of enforcement, whether or not a legal action is started. Such attorney's fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Unit and to restore any part of the Dwelling or Unit to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit.

SECTION 9

MAINTENANCE

1. **Maintenance by Association.** The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common and Limited

Elements. In addition, for the purpose of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall (i) provide for the exterior maintenance upon the Dwelling in each Unit that is subject to assessment as follows: refinishing, repairing, and replacement of roofs, gutters, down spouts, decks, patios, rails, fences, trellises, planters, exterior doors, exterior windows, exterior siding, trim and other building surfaces ore elements, and (ii) provide for lawn, shrub and tree maintenance, landscape services on all Units as determined by the Association, and (iii) provide for maintenance on all driving and parking surfaces including snow removal. The Association's obligation to maintain exterior building surfaces shall exclude patios, entry doors, door hardware, air conditioning equipment, glass and window frames, and any other items not specifically referred to in this Section; unless otherwise approved under Section 9.2, the Association shall have easements as described in Section 13 to perform its obligations under this Section 9.

2. **Optional maintenance by Association.** In addition to the maintenance described in this Section the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional exterior maintenance to the Units of Dwellings, or maintenance of water and septic systems within the Units.
3. **Maintenance by Owner.** Except for the exterior maintenance required to be provided by the Association under Section 9.1 or 9.2, all maintenance of the Dwellings and Units shall be the sole responsibility and expense of the Owners thereof. The Owners and Occupants shall have a duty to promptly notify the Association of defects in or dame to those parts of the Property which the Association is obligated to maintain. The Association may also undertake any exterior maintenance which the responsible Owner fails to or improperly performs and assess the Unit and the Owner for the cost thereof.
4. **Damage Caused by Owner.** Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon an Unit to do so, and the cost thereof may be assessed against the Unit of the Owner responsible for the damage. In the case of party walls between Dwellings, the Owners of the affected Dwellings shall be liable as provided in Section 10.

SECTION 10

PARTY WALLS

1. **General Rules of Law to Apply.** To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage

due to negligent or willful acts or omissions shall apply thereto. The plans do not contemplate the construction of any party walls.

SECTION 11

INSURANCE

1. **Required Coverage.** The Association shall obtain and maintain, at a minimum a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:
 - a. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "Replacement cost" of the Property, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverage and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a Mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a Mortgagee, insurer or servicer, including with limitation the FHA or FNMA, obligating the Association to keep certain specified coverage or endorsements in effect.
 - b. Comprehensive public liability insurance covering the use, operation and maintenance of the Common Elements, with minimum limits of \$1,000,000 per occurrence against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupants because of negligent acts of the Association or of the Owners or Occupants. The policy shall include such additional endorsements, coverage and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a Mortgage on a Unit.
 - c. Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, manager, trustee, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board or required by the regulations of the FHA or FNMA as a precondition to the purchase or financing of a Mortgage on a Unit. The fidelity bond or insurance shall name the

Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing of a Mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units plus reserves. An appropriated endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation, shall be added.

- d. Workers' Compensation insurance as required by law.
 - e. Directors and officers liability insurance with such reasonable limits and coverage as the Board shall determine from time to time.
 - f. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.
2. **Premiums; Improvements; Deductibles.** All insurance premiums shall be assessed and paid as a Common Expense. The insurance need not cover improvements and betterment to the Units installed by Owners, but if improvements and betterment are covered, any increased cost may be assessed against the Units affected. The Association may in the case of a claim for damage to a Unit, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.
 3. **Loss Payee; Insurance Trustee.** All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.
 4. **Waivers of Subrogation.** All policies of insurance shall contain waivers of subrogation by the insurer against the Association, or an Owner, Members of the Owner's household, officers or directors, as applicable, and, if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured.
 5. **Cancellation; Notice of Loss.** All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least 30 days prior written

notice to the Association, to the FHA or FNMA (if applicable), all of the insured and all Eligible Mortgagees.

6. **Restoration in Lieu of Cash Settlement.** All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any Insurance Trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirements of law.
7. **No Contribution.** All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchase by Owners or their Eligible Mortgagees.
8. **Effect of Acts Not Within Association's Control.** All policies of insurance maintained by the Association shall provide that the coverage shall not be avoided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.
9. **Owner's Personal Insurance.** The Association is not responsible for the purchase of insurance for the single family Units. Each Owner is obligated to carry, maintain, and pay in a timely manner personal insurance covering the Owners personal liability, fire and other casualty for their property, including the building, and other personal property and improvements related thereto. All insurance policies maintained by the Owners shall provide that they are without contribution as against the insurance purchased by the Association.

SECTION 12

RECONSTRUCTION CONDEMNATION

AND EMINENT DOMAIN

1. **Reconstruction.** The obligations and procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance the plans and specifications of the Property as initially constructed and subsequently improved upon. Notice of

substantial damage or destruction shall be given pursuant to Section 18.9.

2. **Condemnation and Eminent Domain**. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided that notice shall be given pursuant to Section 18.9. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governed Documents, as their interests may appear.
3. **Notice**. All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property, and the Association shall give written notice thereof to an Eligible Mortgagee pursuant to Section 18.9.

SECTION 13

EASEMENTS

13.1 Easement for Encroachments. Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Unit for fireplaces, walls, roof overhangs, air conditioning systems, decks, balconies, patios, utility installations and other appurtenances added pursuant to Section 8. If there is no encroachment by a Dwelling, or other building or improvement located in a Unit, upon another Unit or Dwelling as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the property, an appurtenant easement for the encroachment, for the use, enjoyment and habitations of an encroaching Dwelling, building or improvement, and for the maintenance thereof, shall exist; provided that with respect to improvements or alterations added pursuant to Section 8 no easement shall exist unless the same have been approved and constructed as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

13.2 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on and over the Units for the purposes of maintenance, repair, replacement, and reconstruction of the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents.

13.3 Utility Easements. The Property shall be subject to non-exclusive, appurtenant easement for all utilities, water and sewer, and similar services, which exist from time to time, as constructed or referred to in the Plat, or as otherwise described in this Declaration or any other duly recorded instrument. Each Unit, and the rights of the Owners and Occupants thereof, shall

be subject to a non-exclusive easement in favor of the other Units for all such services, including, without limitation, any sewer or water lines servicing other Units. Each Unit shall also be subject to an exclusive easement in favor of the Association and all utility companies providing service to the Units for the installation and maintenance of utility metering devices.

13.4 Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or an Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration or recorded, shall include reasonable access to the easement areas through the Unit and the Common Elements for purposes of maintenance, repair, replacement, and reconstruction.

13.5 City of Pequot Lakes Easement. Pursuant of the Pequot Lakes City Code, the City of Pequot Lakes is hereby granted a right and easement of access over the Property for emergency maintenance or service by the City to the Property. All costs incurred by the City for emergency maintenance or service shall be reimbursed to the City by the Association.

SECTION 14

COMPLIANCE AND REMEDIES

Each Owner and Occupant, and other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments thereto as may be made from time to time. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

14.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any assessments payable to the Association, or take (or omit) other action in violation of the Governing Documents, the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

14.2 Sanctions and Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants, and/or tenants or guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act.

- a. Commence legal action for damages or equitable relief in any Court of competent jurisdiction.
- b. Impose late charges of up to \$25.00 or 15% of each late payment of an assessment or installment thereof.
- c. In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full of all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Reasonable advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- d. Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules and Regulations of the Association.
- e. Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities; provided, that this limitation shall not apply to the Limited Common Elements or deck, balcony, or patio easements, appurtenant to the Unit, and those portions or the common Elements providing utility services and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to 30 days thereafter, for each violation.
- f. Restore any portions of the Common Elements or Limited Common Elements damaged or altered, or allowed to be damaged by altered, by any Owner or Occupant, or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.
- g. Enter any Unit or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners of Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the property of the Owners, Occupants and/or their guests, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be abated or demolished only pursuant to a court order or with the agreement of the Owner.
- h. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided for the foreclosure of Mortgages by action or under a

power of sale as allowed by law.

14.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 14.2.d, e. or f. of this Section, the Board shall, upon written request of the Offender, grant to the Offender a fair and equitable hearing as contemplated by the Act. The Offender shall be given notice of the nature of the violation and the right to hearing, and at least 10 days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the board, and with at least 10 days prior written notice to the Offender. If the Offender fails to appear at the hearing then the right to hearing shall be waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the Offender within ten days following the hearing, if not delivered to the Offender at the hearing.

14.4 Lien for Charges, Penalties, Etc. Any assessments, charges, fines, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board gives written notice following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the rights to pursue any others.

14.5 Costs of Proceeding and Attorney's Fees. With respect to any collection measures, or measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, Governing Documents or Rules and Regulations, whether or not finally determined by a Court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys fees and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association.

14.6 Liability for Owners' and Occupants' Acts. An owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants, or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her unit.

14.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 15

SPECIAL DECLARANT RIGHTS

Declarant thereby reserves exclusive and unconditional authority to exercise the following special Declarant rights within the meaning of Section 515B.1-103(32) of the Act for as long as it owns a Unit, or for such shorter period as may be specifically indicated:

15.1 Complete Improvements. To complete all the Units and other improvements indicated on the Plat, or otherwise included in Declarant's development plans or allowed by the Declaration, and to make alterations in the Property to accommodate its sales facilities.

15.2 Relocate Boundaries and Alter Units. To relocate boundaries between Units and to otherwise alter Units owned by it, to the extent permitted by Section 16.

15.3 Sales Facilities. To construct, operate and maintain a sales office, management office, model Units and other development, sales and rental facilities within the Property and any Units owned by Declarant from time to time, located anywhere on the property.

15.4 Signs. To erect and maintain signs and other sales displays offering the Units for sales or lease, in or on Unit owned Declarant and on the Common Elements.

15.5 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the Members of the Board pursuant to Section 515B.3-103 of the Act, until the earliest of: (i) voluntary surrender of control by Declarant, (ii) an Association meeting which shall be held within 60 days after conveyance to Owners other than a Declarant of 75% of the total number of Units authorized to be included in the Property or (iii) the date three (3) years following the date of the first conveyance of a Unit to an Owner other than a Declarant. Notwithstanding the foregoing, the Owners other than Declarant shall have the right to nominate and elect not less than 33-1/3% of the directors at a meeting of the Owners which shall be held within 60 days following the conveyance by Declarant of 50% of the total number of Units authorized to be included in the Property.

15.6 Consent to Certain Amendments. As long as Declarant owns any unsold Unit, Declarant's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects or may affect Declarant's rights under the Governing Documents.

15.7 Easements. To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the “Common Elements for the purpose of exercising its special Declarant rights.”

SECTION 16

RIGHTS TO RELOCATE UNIT

BOUNDARIES AND ALTER UNITS

16.1 Rights to Relocate Boundaries and Alter Units. Existing or future Units may be altered and Unit boundaries may be relocated only in accordance with the following conditions:

- a. **Relocations of Boundaries.** Upon receipt of all appropriate governmental approvals, the boundaries between adjoining Units may be relocated in accordance with Section 515B.2-114 of the Act and Subsection c of this Section.
- b. **Subdivision or Conversion.** No additional Units may be created by the subdivision or conversion of a Unit (within the meaning of the Act) into two or more Units, nor into other Units, Common Elements or Limited Common Elements.
- c. **Requirements.** The alteration, relocation or boundaries or other modifications of Units or Dwellings or other structures located therein (collectively referred to herein as “alteration” or “alterations”) pursuant to this Section, Section 8 and the Act may be accomplished only in accordance with the following conditions:
 - (1) No Unit may be altered if, thereafter, the Dwelling located therein, or any other Dwelling affected by the alteration, would no longer be habitable or practicably usable for its intended purpose or would violate any law, code or ordinance of any governmental authority having jurisdiction over the Property.
 - (2) No alteration may be made which adversely affects the structural or functional integrity of any building system or the structural support or weather-tight integrity or any portion of any building or other structure.
 - (3) The prior written consent of the Association shall be required for any alteration, except alterations by Declarant. Where required, such consent shall be requested in writing by each Owner whose Unit is proposed to be

altered, accompanied by such explanation, drawing and specifications related to the proposed alteration as may be reasonable required by the Association or the first Mortgagee of the Unit. The Association shall give such Owner(s) notice in an expeditious manner, granting, denying or qualifying its consent.

- (4) As a precondition to the consenting to alterations the Association may require among other things, the following: (i) that all alterations will be done in a workmanlike manner and without impairing the structural, mechanical or weather-tight integrity of the building; (ii) that the Common Elements and altered Units will be repaired and/or restored in the future as required by the Association; (iii) that the construction of the alterations will not create dangerous conditions for any Owners or Occupants, or their guests; (iv) that the property, the first Mortgagees and the Owners and Occupants will be protected from liens and other liability arising from the alterations; and (v) that the alterations will be done in compliance with the applicable laws, regulations and ordinances of the governmental authorities having jurisdiction over the Property.

1. **Costs of Fees and Filing.** The Association may require that the Owners of Units to be altered to pay all costs of processing and documentation for the request and the preparation and recording of any necessary amendment to the Governing Documents, including without limitation such costs as filing, architects and attorneys' fees, incurred by the Association in connection with alterations.

SECTION 17

AMENDMENTS

This Declaration may be amended by the consent of (i) Owners of Units to which are allocated at least seventy-five (75%) of the votes in the Association, (ii) the percentage of Eligible Mortgages (based upon one vote per first Mortgage owned) required by Section 18 as to matters prescribed by said Section and (iii) the consent of Declarant to certain amendments as provided in Section 15.7. Consent of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the By-Laws. Consent of Eligible Mortgages and the Declarant shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Act. The Amendment shall be effective when recorded as provided in the Act. And affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 18

RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

1. **Consent to Certain Amendment.** The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first Mortgages held by Eligible Mortgagees (based upon one vote per first Mortgage owned) shall be required for any amendment to the Governing Documents which cause any change in the following: (i) voting rights; (ii) assessments, assessment liens, or priority of assessment liens; (iii) reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements or Limited Common Elements, or right to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the property; (ix) insurance or fidelity bonds; (x) leasing of Units; (xi) imposition of any restriction on an Owner's right to sell or transfer his or her Unit; (xii) a decision by the Association to establish self management when professional management is in effect; (xiii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xiv) any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of Mortgages.
2. **Consent to Certain Actions.** The written consent of Eligible Mortgagees representing at least seventy-five (75%) of the Units that are subject to the first Mortgages held by Eligible Mortgagees (based upon one vote per first Mortgage owned) shall be required to (i) abandon or terminate the common interest community; (ii) change the allocations of voting rights, Common Expense obligations or interest in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell the Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.
3. **No Right of First Refusal.** The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.
4. **Priority of Lien.** Any holder of a first Mortgage on a Unit or any purchaser of first Mortgage at a foreclosure sale, that comes into possession of a Unit by foreclosure of the first Mortgage or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said first Mortgage holder or purchaser; (i) except as provided in Section 6 and the Act and (ii) except that any un-reimbursed assessments or charges

may be reallocated among all Units in accordance with their interests in the Common Elements.

5. **Priority of Taxes and Other Charges.** All taxes, assessments and charges that may become liens prior to the first Mortgage under state law shall relate only to the individual Units and not to the Property as a whole.
6. **Priority for Condemnation Awards.** No provision of the governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnations awards for losses to or a taking of the Unit and/or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.
7. **Management Agent.** The Property may be managed by a Management Agent in accordance with a management agreement reasonably acceptable to the Association.
8. **Access to Books and Records & Audits.** Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by any institutional guarantor or insurer of a Mortgage loan against a Unit, for an audit of the Association's financial statements for the preceding year, the Association shall cause an audit to be made and deliver a copy to the requesting party.
9. **Notice Requirements.** Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Mortgage on a Unit, and the Unit number or address, insurer or guarantor shall be entitled to timely written notice of:
 - a. a condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the Mortgage;
 - b. a 60 day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which it holds a Mortgage;
 - c. a lapse, cancellation or material modification of any insurance policy maintained by the Association; and
 - d. a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 19

FLEXIBLE COMMON

INTEREST COMMUNITY

1. The Declarant does not intend to add additional real estate to the Property. Therefore, this is not a flexible common interest community.

SECTION 20

MISCELLANEOUS

1. **Severability.** If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits.
2. **Construction.** Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, any section thereof, shall be deemed to include any statute amending or replacing the Act, and the comparable sections thereof.
3. **Tending of Claims.** In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.
4. **Notices.** Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owner or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to the By-Laws shall be effective upon receipt by the Association.
5. **Conflicts Among Documents.** In the event of any conflict among the provisions of the Act, the Declaration, the By-Laws or any Rules or Regulations approved by the Association, the Act shall control. As among the Declarations, By-Laws and Rules and Regulations, the Declaration shall control, and as between the By-Laws and Rules and Regulations, the By-Laws shall control.

IN WITNESS WHEREOF, the undersigned has executed this Declaration in accordance with the requirements of the Act.

Date

Daniel Helbling

Date

Lauri Helbling

STATE OF MINNESOTA)

COUNTY OF CROW WING) ss

The foregoing instrument was acknowledged before me on _____

by Daniel Helbling and Lauri Helbling

Notary Public

MAY 19 2016

BYLAWS
OF
THE RANGE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
IDENTITY, DEFINITIONS

- 1.1 Purpose. The following shall and do constitute the Bylaws of The Range Homeowner's Association, Inc. (hereinafter called the "Association"). The Bylaws are subject to the Declaration of Covenants, Conditions, Restrictions and Easements of The Range (hereinafter called the "Declaration"). The Association has been organized for the purpose of administering the Property.
- 1.2 Definitions. Terms used in these Bylaws shall have the meanings set forth in the Declaration.

ARTICLE II
MEMBERSHIP

- 2.1 Membership. The qualification of Members and the manner of their admission into the Association shall be as follows:
- (a) An Owner, as defined in the Declaration, shall by virtue of such interest be a Member of this Association.
- (b) When one or more persons hold an interest in a Unit, all such persons shall be a Member subject to the qualifications set forth hereinafter.
- (c) It shall be the duty of each holder of an interest in a Unit to register his or her name and the nature of his or her interest with the Secretary of the Association. If the holder of an interest does not register his or her interest, the Association shall be under no duty to recognize his or her ownership.
- (d) The share of a Member in the funds and assets of the Association cannot be assigned, pledged, encumbered or transferred in any manner, except as an appurtenance to his or her Unit.
- (e) The rights of all Members are subject to the provisions in the Declaration relating to the declarant control and special declarant rights.

ARTICLE III
MEMBERS' MEETINGS AND VOTING

- 3.1 Special Organizational Meeting. A special organizational meeting of the Members (i.e. a meeting of the Association) shall be held the earliest of (i) the voluntary surrender of control by Declarant, or (ii) within sixty (60) days of the date on which the Declarant has conveyed seventy-five percent (75%) of the total number of Units authorized to be included in the Property to Owners other than Declarant, or (iii) the date three (3) years from the date of the first conveyance of a Unit to an Owner other than Declarant. The purpose of the special organizational meeting shall be to elect a full slate of three (3) Directors, and said interim

Directors shall serve as Directors until such time as the first regular meeting of the Members shall occur. Notwithstanding the foregoing, the Owners other than the Declarant shall have the right to nominate and elect not less than 33-1/3% of the Directors at a special meeting of the Owners called for such purpose, which shall be held within sixty (60) days following the conveyance by the Declarant of 50% of the total number of Units authorized to be included in the Property, and in such event, the Association shall have no less than three (3) Directors after such election occurs.

- 3.2 Annual Meetings. In addition, regular annual meetings of the Members (i.e. a meeting of the Association) shall be held at least once each fiscal year of the Association within ninety (90) days from the end of each fiscal year. At the first regular annual meeting of the Members held after the special organizational meeting, a new board of three (3) Directors shall be elected. These interim Directors are not disqualified from election to the new Board by virtue of his/her serving as an interim Director. The new Board shall be composed of one (1) Director elected for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. At each annual meeting thereafter as these Director terms expire, the Members shall elect successor Directors for terms of three (3) years each. At each annual meeting there shall be, at a minimum, an election of successor Directors for those Directors whose terms have expired, a report on the activities and financial condition of the Association, and consideration of and action on any other matters included in the notice of meeting.
- 3.3 Special Meetings. Special meeting of the Members may be called at any time by the President, the Vice President, or by the Board of Directors, and must be called by the President or Secretary upon receipt of a written petition from a majority of the Board or from unit Owners (Members) entitled to cast at least twenty percent (20%) of the votes in the Association.
- 3.4 Notices. Notice of all meetings of the Members stating the date, time, place, and the purpose and complete agenda for which the meeting is called shall be given by the President, Vice President, or Secretary unless waived in writing by each Member. The notice shall also state the procedures for appointing proxies. Such notice shall be in writing to each Member at the Member's mailing address as it appears on the books of the Association (or to any other address designated in writing to the Association by the Member), and shall be hand delivered or sent postage prepaid by United States mail not less than twenty-one (21) days and not more than thirty (30) days in advance of any annual or regularly scheduled meeting, and not less than seven (7) days and not more than thirty (30) days in advance of any special meeting or other meeting. Proof of such mailing shall be given by the Affidavit of the person giving the notice. The giving of notice of any meeting may be waived in writing by a Member before or after such meeting.
- 3.5 Eligible Mortgagees. Any eligible mortgagee may attend and participate in any general or special meeting but shall have no vote unless such right to vote is granted by written proxy or otherwise provided for in the Declaration.
- 3.6 Quorum. A quorum at meetings of the Members shall consist of one-third (1/3) of the voting power of the Members computed in accordance with the number of Units. If any meeting cannot be held for lack of a quorum, the meeting may be adjourned from time to time until a quorum is present. When a quorum is present at any meeting, any questions brought before

the meeting shall be decided by a majority of the voting power present in person or by proxy, unless the question is one where a different vote is required by an express provision of the Declaration or these Bylaws. The quorum, having once been established at a meeting shall continue to exist for that meeting, notwithstanding the departure of any Member(s) previously in attendance in person or by proxy.

- 3.7 Allocation of Votes. All holders of an interest in a Unit shall collectively have the voting interest assigned to the Unit. When there is more than one holder of an interest in a Unit, the voting interest shall be cast by the person named in a certificate signed by all holders of an interest in the Unit as filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If the holders of an interest in a Unit fail or are unable to designate a person to cast the Unit's voting interest, the Board of Directors may (but is not required to) recognize, in its discretion, one holder of said interest as the Board's choice to cast such vote.
- 3.8 Association Units. No vote in the Association shall be deemed to inure to any Unit during the time when the Owner thereof is the Association, and such Unit shall not be counted in determining the number of votes needed for a quorum or other percent of votes.
- 3.9 Proxies. Votes may be cast in person or by proxy Proxies must be filed with the Secretary before the appointed time of a meeting and shall be valid until revoked in writing. A proxy may be given only to another Member of the Association or an Eligible Mortgagee.
- 3.10 No Cumulative Voting. There shall be no cumulative voting.
- 3.11 Meeting Roll. At the beginning of each meeting of the Members, the Secretary shall deliver to the chair of the meeting a written list of the Unit numbers, the respective name or names of the Owners entitled to notice of the meeting, and the respective name of the person (in the case of multiple Owners of a Unit) who is authorized to vote.
- 3.12 Order of Business. The order of business at annual meetings of the Members, and at such other membership meeting of the Members, shall be as follows:
- (a) Presenting of Voting Register, proxy certification, and establishment of quorum.
 - (b) Reading or distribution of minutes of the preceding meeting of the Members.
 - (c) Reports of officers.
 - (d) Reports of committees.
 - (e) Appointment by the chair of the meeting (if the chair deems it necessary), or when requested by a member of the Board, of people to serve as inspectors of any election which is to take place at the meeting.
 - (f) Election of members of the Board of Directors.
 - (g) Unfinished business.

(h) New business.

(i) Adjournment.

ARTICLE IV
BOARD OF DIRECTORS

4.1 Management by Board of Directors & Number of Directors. The affairs of this Association shall be managed by a Board of Directors of not less than three (3) nor more than nine (9) directors, provided that the number shall always be an odd number, except that the first Board shall consist of two (2) Directors as provided for in the Articles of Incorporation of this corporation. The number of Directors to serve on the Board shall be determined initially by the Declarant and subsequently by the Members as provided in these Bylaws. Each member of the Board of Directors must be a Member of the Association or an Officer or agent of a corporate Member of the Association. At least one member of the Board shall be a Unit Owner after the construction of at least two (2) dwelling units, and after the construction of at least six (6) dwelling units, at least three (3) members of the Board shall be dwelling unit owners. (For purposes in these Bylaws, these dwelling unit owner Directors shall be referred to as "Dwelling Directors"). Said Dwelling Directors shall be responsible to make all decisions relative to the extra expenses and responsibilities associated with dwelling unit ownership, maintenance and administration which are to be assessed against a dwelling unit.

4.2 Declarant Control. Until surrender or termination of Declarant control and as otherwise provided for in Section 15.5 of the Declaration and paragraph 3.1 of these Bylaws, Declarant has the exclusive right to elect the members of the Board of Directors, and to determine the number of Directors on the Board. Other than the first Board of Directors which consists of two (2) Directors who serve until successor Directors are elected and qualified at the first annual meeting of this Association, the number of directors cannot be less than three (3).

4.3 Termination of Declarant Control. At the first annual meeting of the Members after surrender or termination of Declarant control as provided in Section 15 of the Declaration, and at all subsequent annual meetings of the Members, election of the Board of Directors shall be conducted in the following manner:

(a) Nomination for all directors shall be taken before voting, and nominations can be taken from the floor. Only one ballot shall be taken with at least one individual nominated for each director position and no individual can be nominated for more than one director position. Those director nominees receiving the greater number of votes for each director position shall be elected to fill such position.

(b) Vacancies on the Board of Directors occurring between meeting may be filled by the remaining Directors, and such appointed Director shall serve until the next annual meeting of the Association, and thereafter until their successor is duly elected and qualified.

4.4 Removal of Directors. A Director may be removed without cause by the affirmative vote of

a majority of all Members of the Association at a special meeting called for that purpose.

- 4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Written notice of regular meetings shall be given to each Director personally or by mail at least seven (7) days prior to the date established for such meeting unless such notice is waived in writing.
- 4.6 Special Meetings. Special meeting of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' written notice of the meeting shall be given personally or by mail, which notice shall state the time, place, and purpose of the meeting.
- 4.7 Waiver of Notice. Any Director may waive in writing notice of a regular or special meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
- 4.8 Quorum. A quorum at a Board of Directors' meeting shall consist of a majority of the number of the Directors. The acts of the Board of Directors approved by a majority of Directors at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board there is less than a quorum present, the majority of those Directors present may adjourn the meeting from time to time until a quorum is present. At such adjourned meeting, any business which might have been transacted at the meeting which was originally scheduled may be transacted without further notice, but such transactions shall not constitute the acts of the Board of Directors.
- 4.9 Presiding Officer. The presiding officer at a meeting of the Board of Directors shall be the President, and in his/her absence the Vice President. In the absence of both the President and Vice President, a majority of the Directors present may designate one of the then present Directors to preside.
- 4.10 Director Compensation. Directors shall receive no compensation for their services.
- 4.11 Written Action. An action required or permitted to be taken at a meeting of the Board of Directors may be taken by written action signed by the number of Directors that would be required to take the same action at a meeting of the Board of Directors at which all Directors were present. The written action is effective when signed by the required number of Directors, unless a different effective time is provided in the written action. All Directors must be notified immediately of the text and the effective date of the written action. Failure to provide the notice does not invalidate the written action, but a Director who does not sign or consent to the written action is not liable for the action.
- 4.12 Electronic Communication. A conference among Directors by means of communication through which the Directors may simultaneously hear each other during the conference is a meeting of the Board of Directors if the same notice is given of the conference as would be required for a meeting and if the number of Directors participating in the conference is a quorum. Participation in a meeting by this means is personal presence at the meeting. A Director may participate in a meeting of the Board of Directors by means of communications through which the Director, other Directors participating, and all Directors physically present at the meeting may simultaneously hear each other during the meeting.

Participation in a meeting by this means is considered to be a personal presence at the meeting.

4.13 Liability. The Board of Directors in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Board of Directors and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of any building or Dwelling, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or of the Board of Directors;

(b) Shall not be liable to the Owners as a result of the performance of the Board of Directors members' duties for any mistake of judgment, negligence or otherwise, except for the Board of Directors member's own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to an Owner or occupant or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors in the performance of the Board of Directors member's duties;

(d) Shall not be liable to an Owner or occupant, or to such Owner's or occupant's guests, for the loss or damage caused by theft or damage to personal property left by such Owner, occupant, or guest in a Unit, or in or on the Common Elements, except for the Board of Directors member's own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to an Owner or any other person or entity, direct or imputed by virtue of acts performed by or for them, except for the Board of Directors member's own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Property or any improvements thereon, which might in any other way be assessed against or imputed to the Board of Directors members as a result of or by virtue of their performance of their duties, except for the Board of Directors member's own willful misconduct or gross negligence.

4.14 Indemnification. Each member of the Board of Directors in his or her capacity as a member of the Board, Officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him/her in connection with any proceeding in which he/she may become involved in by reason of his/her being or having been a member of the Board of Directors or an Officer, or any settlement of any such proceeding whether or not he/she is a Board of Directors member, Officer or both at the time such expenses are incurred, except in such cases where such Board of Directors member and/or Officer is adjudged guilty of willful misconduct or gross negligence in the performance of his/her duties, provided that, in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected member abstaining if he/she is then a Board member) approves such settlement and reimbursement as being in the best interests of the Association, and provided further that indemnification hereunder with respect to any criminal action or proceeding is

permitted only if such Board of Directors member and/or Officer had no reasonable cause to believe his/her conduct was unlawful. The indemnification by the Association set forth in this section shall be paid by the Association on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectable as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Board of Directors member and/or Officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

4.15 Complaints Against the Association. Complaints brought against the Association, the Board of Directors, or the Officers, employees or agents of the Association in their respective capacities as such, or against the Property as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Owners and the Eligible Mortgagees, and such complaints shall be defended by the Association. The Owners and the Eligible Mortgagees shall have no right to participate in such defense other than through the Association.

4.16 Insurance. The Board of Directors shall obtain insurance to satisfy the indemnification obligation of the Association and all Owners if and to the extent reasonably available.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.1 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law, statutes, the Articles of Incorporation, and those powers and duties designated for the Association by the Minnesota Common Interest Ownership Act (Minnesota Statutes Chapter 515B also known as MCIOA) (referred to herein as the "Act") and the Association's Declaration of Covenants, Conditions, Restrictions and Easements (referred to herein as the "Declaration"). Such powers and duties shall include, but shall not be limited to, the following:

(a) Election of Officers. Electing annually the Officers of the Association who shall serve for a term of one (1) year.

(b) Operating Budget. Preparing and rendering to the Members of the Association annually, on or before thirty (30) days prior to the first day of each fiscal year an operating budget showing anticipated income and Common Expenses, including reasonable reserves.

(c) Reporting. Submitting at or prior to each annual meeting of the Members of the Association, a statement of the business transacted during the preceding year, a report of the general financial condition of the Association and its tangible property, and the proposed budget for the current fiscal year. This statement and report may be incorporated in an Annual Report which the Board of Directors shall also prepare and mail to the Members of the Association as provided in Article III, paragraph 3.4 of these Bylaws. The Annual Report shall contain as a minimum, the following:

(1) a statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5000.00, whichever is greater, approved by the Association for the current fiscal year or the succeeding two fiscal years;

(2) a statement of the Association's total replacement reserves, the components of the common Interest Community for which the reserves are set aside, and the amounts of the reserves, if any, that the Board has allocated for the replacement of each of those components;

(3) a copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year;

(4) a statement of the status of any pending litigation or judgments to which the Association is a party;

(5) a detailed description of the insurance coverage provided by the Association including a statement as to which, if any, of the items referred to in Minnesota Statutes, Section 515B.3-113, subsection (b), are insured by the Association; and

(6) a statement of the total past due assessments on all Units, current as of not more than sixty (60) days prior to the date of the meeting.

(d) Assessments. Making and collecting assessments to defray the costs of the Common Expenses and making and collecting Individual Unit Assessments.

(e) Use of Funds. Using the proceeds of assessments in the exercise of the Board's powers and duties.

(f) Maintenance and Operation of the Property. Maintaining, repairing, replacing and operating the Common Elements and portions of the Units as set forth in the Declaration.

(g) Restoration of Improvements. Restoring improvements after damage except as provided otherwise in the Declaration.

(h) Rules and Regulations. Establishing and amending rules and regulations respecting the use of the Property.

(i) Committees. Appointing committees of Members as it deems advisable for the purpose of recommending action or policy in respect to any matter otherwise within the control of the Board of Directors.

(j) Enforcement. Enforcing by legal means the provisions of the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association.

(k) Contracting. Contracting, if it deems necessary, for the management of the Property, except no such contract shall exceed two (2) years and each such contract must provide for termination by either party without payment of penalty upon ninety (90) days written notice, and must delegate to such property manager all powers and duties, except when the Declaration, the Articles of Incorporation, the Bylaws, and/or the Rules and Regulations of the Association, or the Act require approval of the Board of Directors and/or the Members of the Association.

(l) Insurance. Purchasing such policies of insurance as allowed by the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association.

(m) Payment of Common Expenses. Paying all billing statements rendered for Common Expenses.

(n) Employees. Employing personnel at a reasonable compensation to perform the services required for the proper administration of the purposes of the Association.

(o) Notice to Eligible Mortgagees. Giving notice in writing to Eligible Mortgagees of any loss to, or taking of any Unit covered by a first mortgage or of any material loss to, or taking of the Common Elements.

(p) Ownership of Units. Owning, conveying, encumbering, leasing or otherwise dealing with Units owned by the Association as a result of enforcement of the lien for assessments or otherwise for the benefit of the Association. In the event the Board deems it to be in the best interest of the Association to sell or to purchase a Unit, ten (10) days' written notice of such action must be given to all Owners after which time the Board may take such action. Said notice shall state the date that such sale or purchase will be made. If the Secretary of the Association is notified in writing of the disapproval of such action by at least twenty-five percent (25%) of the holders of votes for the Units, such action shall be delayed until a special meeting of the Owners is held to consider such sale or purchase. Notification of said special meeting shall be given, and voting thereon shall be in accordance with the notice and voting provisions of the Bylaws for special meetings of the Members of the Association.

ARTICLE VI OFFICERS

6.1 Officers. The Officers of this Association shall be a President, who shall automatically become a member of the Board of Directors once elected; a Vice President; a Treasurer; and a Secretary. Except for the two (2) individuals who are named in the Articles of Incorporation of this Association as the first directors and their successors in interest, all Officers of this Association must be Members of the Association. Each Officer may be removed from office by the vote of the Board of Directors at any meeting of the Board. Any person may hold two or more offices except that the offices of President and Vice President shall be held by different persons. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.

6.2 President. The President shall be the chief executive Officer of the Association. The President shall have all the powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the duty to preside at all Board of Directors' and Members' meetings at which the President is present, and the general supervision over other Officers and the affairs of the Association. The President shall execute all contracts, agreements and obligations of the Association except as such authority may be otherwise delegated by resolution of the Board of Directors.

6.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and the Members. The Secretary shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of a corporation or as may be required by the Board of Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all intangible property of the Association including funds, securities, and evidences of indebtedness and shall give bond in such sum and with such sureties as the Board of Directors may require. The Treasurer shall keep the assessment rolls and accounts of the Members, and shall keep the books of the Association in accordance with good accounting practices and shall submit them together with all the Treasurer's vouchers, receipts, records and other papers to the Board of Directors for their examination and approval as often as the Board may require. The Treasurer shall deposit all monies and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Board of Directors and shall disburse the funds of the Association as ordered by the Board and shall perform all other duties incident to the office of Treasurer. If a managing agent or manager is employed by the Association, the Board of Directors may designate some or all of the foregoing functions to be entrusted to such managing agent or manager or subject the managing agent or manager to overseeing control by the Treasurer.

6.6 Officer Compensation. Officers of the Association shall receive no compensation for their services in such capacity.

ARTICLE VII FISCAL MANAGEMENT

7.1 Member Benefit. All funds and the title to all properties acquired by the Association, and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Members for the purposes stated in the Declaration and in these Bylaws.

7.2 Depositories. The depository of the Association shall be such savings and loan associations, banks, credit unions, or other suitable insured financial institutions as shall be designated from time to time by the Board of Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawal requests signed by such persons as are authorized by the Board of Directors.

7.3 Books and Records. The books, accounts and records of the Association shall be open to inspection by any Director at any and all times. Officers and Members of the Association shall have the right to inspect the books, accounts and records of the Association during reasonable business hours.

7.4 Fiscal Year. The fiscal year of the Association shall be from January 1 to December 31 of each year.

7.5 Annual Report. Annual fiscal reports of the accounts of the Association shall be made and a copy of the report shall be furnished to each Member not later than the annual meeting held

in the year following the year for which the report is made. The annual report shall contain at a minimum, those items listed in Article V, paragraph (c) of these Bylaws.

7.6 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all Officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Board of Directors. The premiums on such bonds required of Officers of the Association shall be paid by the Association.

7.7 Payment Vouchers. Payment vouchers shall be approved by the Board of Directors, or authority to approve vouchers may be delegated to the managing agent or manager at the discretion of the Board of Directors.

ARTICLE VIII ASSESSMENTS

8.1 Assessments. Assessments against Members shall be levied by a majority vote of the Board of Directors of the Association and shall be paid by the Members of the Association in accordance with the following provisions:

(a) Joint Liability. Each Member shall be jointly and severally liable with all other holders of an interest in a Unit for the Common Expenses which are assessed against the Unit in which the Member has an interest.

(b) Reserve Fund. Assessments shall include an adequate reserve fund, as determined by the Board of Directors, for the maintenance, repair and replacement of the Common Elements that must be repaired and/or replaced on a periodic basis.

(c) Lien. All assessments shall become a lien on the Unit effective on the date they become due and payable.

(d) Annual and Special Assessments. Annual assessments for Common Expenses shall be made in advance on or before twenty (20) days prior to the first day of the fiscal year for which the assessments are made. Annual installments shall be due and payable in equal monthly or quarterly installments or otherwise as the Board of Directors may determine. Special assessments shall be due and payable as determined by the Board of Directors. If an annual assessment is not made, there shall be an assessment in the amount of the last prior annual assessment which shall be due and payable as set forth above.

(e) Use of Reserve and Additional Assessments. Extraordinary expenditures not originally included in the annual budget which may become necessary during the fiscal year may be charged first against reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Owner's assessments, the Board of Directors may at any time levy further assessments, which will be deemed to be a Special Assessment.

(f) Assessment Roll. The assessments against all Units shall be set forth upon a roll which shall be available in the office of the Association for inspection at all reasonable times by Members or their duly authorized representatives. Such roll shall indicate for each Unit the name, address and interest of the Member, the nature and purpose of such assessment, and the amounts of all

assessments paid and unpaid. A certificate made by the Association as to the status of a Member's or Unit's assessment account shall limit the liability of any person for whom such certificate is made. The Association shall issue such certificates to such persons as a Member may authorize in writing from time to time; or to a lender, attorney, title company, or real estate agent or broker acting on behalf of a buyer of Member's Unit.

ARTICLE IX
RULES AND REGULATIONS FOR THE PROPERTY

9.1 Rules and Regulations. In order to provide for congenial occupancy of the Property and for the protection of the value of the Units, the use of the Property shall be restricted to and in accordance with such reasonable Rules and Regulations as the Board of Directors may adopt in accordance with these Bylaws and the Declaration. Such Rules and Regulations must specify an effective date for said Rules and Regulations. Such Rules and Regulations are not enforceable or valid until copies of such Rules and Regulations are furnished to each existing Member prior to the time that the same are scheduled to become effective, or prior to the time that an individual is to become a Member of the Association.

ARTICLE X
COMPLIANCE AND DEFAULT

10.1 Compliance Required. Each Member shall be governed by and shall comply with the terms of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as any of the same may be amended from time to time.

10.2 Default and Remedies. A compliance default shall entitle the Association or other Members to the following relief:

(a) Broad Relief. Failure to comply with any of the terms of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations shall be grounds for relief which may include, without intending to limit the same, any action to recover sums due, injunctive relief, foreclosure of lien, or any combination thereof, and such relief may be sought by the Association or if appropriate, by an aggrieved Member.

(b) Foreclosure and Rental. In the event of foreclosure of a lien for assessments, a reasonable rental for the Unit shall be due and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same, all as provided in the Declaration.

(c) Performance by Association. If any Member fails to perform any obligation imposed under the Declaration, Bylaws, or Rules and Regulations, then the Association may, but is not obligated to, perform the same for the Member's account and for such purpose may enter upon the Unit, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for any such expense, may levy an individual unit assessment upon such Unit. Each Member shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her act, neglect or carelessness or by that of any member of his/her family or his/her guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by the use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to

modify any waiver by insurance companies of their rights of subrogation.

(d) Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Member, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.

(e) No Waivers. The failure of the Association or a Member to enforce any right, provision, covenants or condition which may be granted in the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations, shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant or condition in the future.

(f) Loss of Member Rights. If any Member fails to pay any assessment levied by the Association, and in the event that such default has existed for at least 30 days, then the right of the Member to vote shall be suspended, and the right of the Member, the Member's family or guests to use any recreational facilities owned by the Association shall be suspended. Such suspension(s) shall continue until such non-payment no longer exists. The Member shall be given reasonable written notice of such suspension(s). Such rights to vote and to use recreational facilities may also be suspended for any infraction of any of the Rules and Regulations published by the Association., but only after reasonable written notice is given to the Member and after a hearing is held in front of the Board of Directors. If the Board determines that a suspension should be imposed, such suspension shall be for a period not to exceed 60 days for each such infraction of the Rules and Regulations.

(g) Cumulative Remedies. All rights, remedies and privileges granted to the Association or a Member pursuant to any terms, provisions, covenants or conditions of the Declaration, Bylaws, and Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies.

ARTICLE XI AMENDMENTS

11.1 Amendments. These Bylaws shall not be amended unless not less than sixty-seven percent (67%) of the Owners based on one vote per Unit, and fifty-one percent (51%) of Eligible Mortgagees, as provided in the Declaration, agree to such amendment. Provided, however, that if any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof or with the Declaration, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to home dwelling projects or similar such projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Owners or Eligible Mortgagees, upon receipt by the Board of Directors of a written opinion from independent legal counsel stating that the proposed amendment is permitted by the terms of this sentence.

ARTICLE XII
SEVERABILITY

12.1 Severability. If any part of these Bylaws shall be ruled invalid or ineffective for any reason whatsoever, the remaining portion of these Bylaws shall nevertheless remain in full force and effect.

ARTICLE XIII
NOTICES

13.1 Notices to Directors and to the Association. Notices required or permitted to be given to the Board of Directors may be delivered to any member of the Board of Directors, and notices required or permitted to be given to the Association may be delivered to any Officer of the Association. Service of said notices may be made either personally on such individual or by US mail, postage prepaid, addressed to such individual at his/her Unit.

13.2 Notices to Members. Notices required or permitted to be given to Members of the Association shall be given either personally to such Member, or by US mail, postage prepaid, addressed to the Member's Unit or to the address as it appears on the books of the Association.

ARTICLE XIV
CORPORATE SEAL

14.1 Corporate Seal. The Association shall have no corporate seal.

ARTICLE XV
MAINTENANCE AND ALTERATIONS

15.1 Maintenance and Alterations. The responsibility of the Association and individual Owners for maintenance and alterations shall be governed by the Declaration.

ARTICLE XVI
CONFLICTS

16.1 Conflicts. In the case of any conflict between the Article of Incorporation and these Bylaws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII
COMMITTEES

17.1 Committees. The Board of Directors may appoint an architectural control committee, a nominating committee and such other committees as it deems appropriate, necessary or convenient to carry out the governance of the Association. The committees may be entirely composed of members of the Board of Directors.

ARTICLE XVIII
HEADINGS

18.1 Headings. The headings in these Bylaws are for convenience only and are not to be considered in interpreting these Bylaws.

The foregoing terms and provisions of this document were adopted by all of the Directors at the first meeting of the Board of Directors held on _____ as the Bylaws of The Range Homeowner's Association's, Inc., a Minnesota Nonprofit Corporation organized under Minnesota Statutes, Chapter 317A.

Daniel Helbling, Director

Lauri Helbling, Director

CITY OF PEQUOT LAKES
PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING FOR A FINAL PLAT OF
THE RANGE
6:00 PM
SEPTEMBER 19, 2019
AT
CITY HALL
4638 MAIN STREET

TO WHOM IT MAY CONCERN:

The following will be the subject of a public hearing on September 19, 2019, beginning at 6:00 pm.

Hearing: Final Plat

Applicants: Dan and Lauri Helbling

Property Description: Property is located along Little Walnut Lane. Parcel ID is: 290252100AZA009.

Purpose: The applicants are proposing to create fifteen (15) residential lots in the Residential-Golf Course Community Overlay District. All interested persons are invited to attend these hearings and be heard or send written comments to City Hall. Copies of the permit, maps, drawings and staff report are available at City Hall at least one week prior to the hearing date. Copies of the Staff Report regarding these applications are available at City Hall or on-line at www.pequotlakes-mn.gov.

Property Owners Please Note: Notice relative to the above listed requests is sent to all property owners within 350' of the applicant's property. Please share this information with your neighbors in the event that any property owner has been overlooked or is not contained in our records.

Dawn Bittner
Zoning Specialist
City of Pequot Lakes

"This institution is an equal opportunity provider and employer"

19-78

APP #	<u>19-54</u>
SF #	_____
Date	5-19-19
DWSMA	_____

**CITY OF PEQUOT LAKES
SUBDIVISION/REZONING APPLICATION**

Name of Applicant Dan + Lauri Helbling Phone 218-839-0306
 Mailing Address PO Box 488 Email workdareouslink.net
 City, State, Zip Pequot Lakes, MN 56472

Applicant is:
 Legal Owner
 Contract Buyer
 Option Holder
 Agent
 Other _____

Title Holder of Property:
Dan + Lauri Helbling, Helbling Land
 (Name)
PO Box 488 Pequot Lakes
 (Address)

Signature of Owner, authorizing application: 
 (By signing the owner is certifying that they have read and understood the instructions accompanying this application.)

Signature of Applicant (if different than owner): _____
 (By signing the applicant is certifying that they have read and understood the instructions accompanying this application.)

Location of property involved in this request:
North of Mason Golf Course


Parcel ID No. 290252100AZA 009 Zoning District RR

Nature of request (select only one):

- Preliminary Plat
- Final Plat
- Metes and Bounds
- Rezoning

*** Please see the Checklist attached on page 4.