PERMIT

PERMIT MUST BE POSTED AT PROJECT SITE, VISIBLE FROM ROAD

Permit Number 17-54  
Permit Date: 08/29/17

Permit Granted To: Al  
Keller
Great Construction Innovations

Project Address  
Golden Bay Shores Development

City, State, ZIP:  
Detroit Lakes, MN 56501

Project Type  
Retaining wall installation within a Bluff Impact Zone  
*Modification to approved plans, permit #16-28*  
**Project will include restoration of Bluff Impact Zone on adjacent property, PIN 491108119

Permit Granted with the Following Conditions to be Satisfied by the Permit Holder:

1) Approved per Wenck review recommendation, dated 08/29/2017.
2) A letter from the developer, signed by a MN PE, must be submitted to the District, certifying that the wall was constructed in substantial accordance with the drawings within 30-days of wall completion.
3) Project will be constructed as shown on approved Plans, prepared by Civil Design Professionals, dated 08/10/2017
4) Re-vegetation of Bluff Impact Zone as shown in Stormwater Correction Plan, prepared by Moore Engineering, dated 02/24/2017
5) All measures must conform to other applicable Zoning and Shoreland Ordinance regulations (Becker County, City of Detroit Lakes, Minnesota Pollution Control Agency, MN Department of Natural Resources)

**Install according to Becker County or Detroit Lakes Shoreland Ordinance and Planning and Zoning regulations, and State of MN - Department of Natural Resources

This permit is valid for 18 months.

Permit may be revoked at any time upon violation of Pelican River Water Management Rules. Any changes to this site permit results in nullification of this permit and a new permit will have to be obtained.

Signature of Tera Guetter, District Administrator
PERMIT APPLICATION FORM

Property Owner(s): Hortog Family Investments
Mailing Address: P.O. Box 285
Eagles Nest, MN 56152
Phone: ___________________ Cell: ___________________
Email: ___________________
Project Address: 211 N Memory Lane
Detroit Lakes, MN
Parcel ID Number(s): 491106119
Permit should be sent to: ___________ Mailing Address ___________ Contractor ___________
X Call to pick up Phone: 320-960-4588

CONTRACTOR INFORMATION (list all)
Name: Allen Kullar
Company: Great Construction Innovation
Address: 7750 7th Ave E
St Cloud, MN 56301
Phone: 320-252-6774
Cell: 320-960-4588

PERMIT APPLICATION PURPOSE (indicate all which apply)
A. Alteration to land, vegetation, and/or impervious surface within the Shoreland Impact Zone
B. Rip-rap or beach sand blanket (installation, repair, replacement)
C. Alteration to land, vegetation, and/or impervious surface within bluff impact zone or on steep slopes within the Shoreland District
D. Retaining wall (installation, repair or replacement within the Shore and/or Bluff Impact Zones)
E. Impervious surface (cumulative) coverage
F. Subdivisions, plats, or Planned Unit Developments (PUD's)
G. Highway, road, street, parking lot or public water access (new or reconstruction)
H. Bridges, culverts, inlets to waters of the state; storm sewers (new or replacement)
I. Groundwater Dewatering

PROJECT INFORMATION

Lake Name (if applicable):
Neighboring property to install retaining wall and restore my property back to original elevations prior to excavation.

Proposed start date: 8-15-17
Proposed completion date: 8-31-17

ADDITIONAL PERMITS

City of Detroit Lakes
 Permit Required ______
 Permit Received ______
 Variance needed ______

Becker County
 Permit Required ______
 Permit Received ______
 Variance needed ______

Minnesota DNR
 Permit Required ______
 Permit Received ______

Minnesota PCA
 Permit Required ______
 Permit Received ______

If variances are required, the approved conditions need to be included for permit approval.

*Additional permits may be required in addition to Pelican River Watershed District Permit. Please attach copies of all permits and variances received.

*Continue to page 2 for signatures and permit application checklist.
PERMIT APPLICATION SUBMISSION CHECKLIST

☐ Completed permit application, signed by the Property Owner, or authorized signatory
☐ Duplicates of all drawings, site plans, erosion prevention and sediment control plan, maintenance plans, and other information as per the District Engineer Technical Memo dated July 14, 2016.
☐ Application and Field inspection fees according to the most recent schedule
☐ Project location map

TERMS OF THE PERMIT

Applying for a permit issued through the Pelican River Watershed District (PRWD) in no way precludes obligation for permit application that may be required through OTHER governmental agencies. Any work performed prior to obtaining all required authorizations may be subject to Federal, State and/or administrative, civil, and/or criminal penalties. No liability shall be imposed on the District or any of its officers, agents or employees on official or personal grounds, on account of the granting of this permit, on account of any damage to any person or property resulting from any act or omission of the Permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as limiting any legal claim or right of action of the District against the Permittee, its agents, employees or contractors for the violation of, or failure to comply with, the provisions of the permit or applicable provisions of law.

When all items have been satisfactorily completed and the District determines the project meets the District’s rule requirement, this permit will be issued. The permit may be picked up at the District office, or it will be mailed to the designated address. A copy of the approved permit will be sent to the applicable local governmental entity (Becker or Ottertail County, City of Detroit Lakes Zoning departmen). The permit will be valid for eighteen (18) months from the date of issuance, unless otherwise suspended or revoked. A permit may be extended at no charge, provided the property owner notifies the District in writing stating the reasons for extension. Any plan changes, and related project documents must also be included in the extension application. The District must receive the extension application at least thirty (30) days prior to the permit’s expiration date as issued.

If changes are made to the permitted plans for this project, changes must be submitted to the District (in duplicate form) for review prior to installation or completion occurs. If changes to the original (permitted) plans are approved, an amended permit will then be issued.

This permit may be terminated by the Board of Managers without notice at any time deemed necessary for the management of the water resources of the District, or in the interest of public health and welfare, or for violation of any of the provision of this permit.

A permit surety may be required of the permit holder or applicant. A surety is a monetary sum (an amount set by the Board of Managers, District staff and/or the District engineer after review of the project application or approved permit) provided by the applicant/permittee to the District to ensure the project is completed as designed and in compliance with District Rules. The District returns the money to the applicant/permittee after all permit conditions are met and the project is complete. If the District requires a surety, the applicant/permittee must provide the District the surety amount in the form of a check made out to the Pelican River Watershed District, or a Performance Bond, or Letter of Credit.

PERMIT APPLICATION AGREEMENT

"I understand that, as a Permittee, I am legally accountable to ensure compliance with the terms and conditions of the permit. I understand that I am not authorized to begin the project until I received the permit and the permit is posted as directed on the project site. If the project is modified, I will obtain approval by the District before I continue with the project. I authorize the District, and its agents, employees, officers, and contractors to enter the project site to perform any inspection or work authorized by the permit or any applicable law."

"I certify that I have thoroughly read and understand the information on this permit application, including submittal requirements."  HERZOCA FAMILIES INVESTMENTS, LLC  

Signature: HERZOCA FAMILY INVESTMENTS, LLC  Date: 8/18/17  
(Property owner, or authorized signature through letter of authority)

Permit Number: 119-34

ACTION BY THE PELICAN RIVER WATERSHED DISTRICT

The above application is APPROVED / DISAPPROVED this 28th day of August 2017, by the Pelican River Watershed District

By: [Signature]

Administrator
August 14, 2017

To: Brent Alcott – Pelican River Watershed District  
From: Allen Keller  
RE: Golden Bay Shores – Retaining wall

Brent,

Sauk River Estates, Allen Keller, The Developer of Golden Bay Shores, is requesting an amendment to permit #16-28 for installation of an updated retaining wall designed by Civil Design Professionals.

The plans submitted and dated 8/10/2017 by Civil Design Professionals is to replace the previous plans submitted to Pelican River Watershed District on 9/28/16.

Thank you,

Allen R Keller

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Retaining wall contractor  
Pat Murphy  
(320) 761-1698
CITY OF DETROIT LAKES
1025 ROOSEVELT AVE
DETROIT LAKES, MN 56501-3637

PERMIT

PERMIT #: 20170340
DATE APPLIED FOR: 8/25/2017
JOB ADDRESS: 2140 SHADY LN
EXPIRATION DATE: 2/21/2018

WORK DESCRIPTION: RETAINING WALL INSTALLATION BEHIND 2140 SHADY LANE
CONSTRUCTION TYPE: 
PROPOSED USE: 
VALUATION: $75,000.00
PARCEL #: 49-1040-516

OWNER: GOLDEN BAY SHORES
ADDRESS: 2140 SHADY LANE
CITY, ST ZIP: DETROIT LAKES MN 56501
PHONE:

CONTRACTOR: GREAT CONSTRUCTION INNOVATIONS
ADDRESS: 2730 COUNTY ROAD 74
CITY, ST ZIP: ST CLOUD MN 56301
PHONE:

DESCRIPTION
OTHER

CONTRACTOR
GREAT CONSTRUCTION INNOVATIONS
PERMIT FEE: $ 968.37

SPECIAL NOTES:
• COMPLY WITH THE 2015 MINNESOTA STATE BUILDING CODE.
• NO WORK IS ALLOWED WITHIN THE SHORE IMPACT ZONE PRIOR TO OBTAINING A PELICAN WATER SHED DISTRICT PERMIT.
• FOR ANY PROJECTS TOUCHING OR GOING INTO THE LAKE (BELOW THE ORDINARY HIGH WATER MARK) A DEPARTMENT OF NATURAL RESOURCES PERMIT IS REQUIRED.
• COMPLY WITH THE NATIONAL ELECTRIC CODE.
• COMPLY WITH ALL CONDITIONS OF VARIANCES AND/OR CONDITIONAL USE PERMITS.
• OBTAIN ALL REQUIRED INSPECTIONS AND SECURE ALL REQUIRED PERMITS, INCLUDING ELECTRICAL, PLUMBING, HVAC, AND IRRIGATION PERMITS. PHONE # 847-5658.
• FOR NEW RESIDENTIAL HOMES TOP OF FOUNDATION SHALL BE BETWEEN 18" AND 24" ABOVE TOP OF CURB HEIGHT
• KEEP SITE CLEAN.
• REMOTE WIRE FOR THE NEW CONSTRUCTION OR REMODELING MUST BE FURNISHED AND INSTALLED BY AN ELECTRICIAN OR PLUMBER.

THIS PERMIT BECOMES NULL AND VOID IF WORK OR AUTHORIZED CONSTRUCTION IS NOT COMMENCED WITHIN 6 MONTHS. IF THIS PROJECT IS NOT COMPLETED WITHIN ONE YEAR A NEW PERMIT MUST BE OBTAINED.

I HEREBY AGREE TO KEEP THE SET OF PLANS AT THE JOB SITE AT ALL TIMES DURING CONSTRUCTION. I CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATION OR THE PERFORMANCE OF CONSTRUCTION. I UNDERSTAND THAT AT LEAST A 24 HOUR NOTICE IS REQUIRED FOR ALL INSPECTIONS.

[Signature]
BUILDING OFFICIAL
8/25/2017
DATE
SECOND ADDENDUM TO MEDIATED SETTLEMENT AGREEMENT

THIS AGREEMENT (Second Addendum”) is made and entered into this 18th day of August, 2017, by and between Allen Keller, Ted Klein, Golden Bay Homeowners’ Association, Great Construction Innovations, LLC, and Sauk River Estates, LLC (jointly, “Defendants”), and Herzog Family Investments, LLC (“Plaintiff”).

RECITALS

WHEREAS, the parties hereto entered into a Mediated Settlement Agreement on February 9, 2017 (“Mediated Settlement Agreement”).

WHEREAS, an Addendum to Mediated Settlement Agreement was entered into by the parties on May 10, 2017 (“Addendum”) to address issues relating the a permit application required to complete the work.

WHEREAS, Defendants have requested a modification to the Work, as that term is defined in the Mediated Settlement Agreement, and that modification is being reflected in this Second Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiff and Defendants hereby covenant and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated by reference herein.

2. **Capitalized Terms.** The capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Mediated Settlement Agreement, unless the context shall otherwise require.

3. **Additional Terms.** Plaintiff and Defendants hereby acknowledge and agree that, to the extent the following language is inconsistent with certain portions of the Mediated Settlement Agreement, such Mediated Settlement Agreement is superseded and replaced with the following:

   The Work, as defined in Section 1 of the Temporary Construction Easement Agreement dated February 9, 2017, (“Easement Agreement”), which Easement Agreement constitutes Exhibit 1 to the Mediated Settlement Agreement, shall mean the Work as described on the plan, specifications and calculations
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