

## **SECTION 7 VARIANCES**

### **.1 Variance Requests**

A property owner may request a variance from the standards as specified in this Ordinance pursuant to the Aitkin County Zoning Ordinance, Section 10.

### **7.2 State Agency Variance Requests**

Variations that pertain to the standards and requirements of the State of MN must be approved by the affected State Agency pursuant to the requirements of the State Agency. No permits will be issued by the County until all required State Agency variances have been approved.

### **7.3 Board of Adjustment Decisions**

The Board of Adjustment shall have the authority only to consider variances to horizontal setbacks from ordinary high water levels, property lines, rights of way, structures, or buildings and other standards and criteria per 2006 MN Rules Chapter 7080.0030, Subp. 3. Variations to wells and water supply lines, MN Statutes 4720, 4725, 6105, and 6120 must be approved by the MN Department of Health.

### **7.4 Department Decisions**

The Department may grant an exception to these standards for reduced setback distances to structures when an application is accompanied by an approval from a Registered Engineer of the State of Minnesota approving of the reduced setback distance. The report must address, among other considerations, any impacts to the structural integrity of the structure and septic/pump/holding tank, and contamination from the effluent to the interior of the structure.

The Department may grant an exception to these standards for reduced setback distances to road right-of-ways and easements when an application is accompanied by a letter from the road authority or easement holder(s) approving of the reduced setback distance.

## **SECTION 8 SSTS PERMITS AND PLANS**

### **8.1 SSTS Permits Required**

A SSTS Permit shall be obtained by the property owner or an agent of the property owner from the Department prior to the installation, construction, replacement, modification, alteration, or capacity expansion including the use of advanced treatment components of a SSTS. It is unlawful for any person to construct, install, modify or replace a SSTS without the appropriate permit from the Department including repair or replacement of components that will alter the original function of the system, change the treatment capacity of the system, change the location of the system, or otherwise change the original system's design, layout, or function. The issuing of any permit, variance, or conditional use under the provisions of this Ordinance shall not absolve the applicant of responsibility to obtain any other required permit.

No Zoning/Land Use/Building Permit, where an SSTS is required, shall be issued until after the SSTS permit is approved and issued.

No dwelling, commercial, business, institutional or industrial unit shall be redesigned or enlarged if such redesign or enlargement results in exceeding the design capacity of the SSTS unless a permit has been granted by the Department to redesign or enlarge the SSTS to accommodate the expected increase in sewage.

**AGREEMENT**

Agreement made this 9<sup>th</sup> day of June, 1993, by and between Ray W. Peoples and Kathleen Peoples, husband and wife, and Lori Peoples Davies and Dale Davies, wife and husband, hereinafter collectively referred to as "Peoples", Douglas L. Sandstrom and Diane Sandstrom, husband and wife, hereinafter "Sandstroms", Daniel L. Sandstrom and Donna Sandstrom, husband and wife, hereinafter "Sandstroms", Arthur R. Quady and Beverly Quady, husband and wife, hereinafter "Quadys", William Clayton, Jr. and Catherine Clayton, husband and wife, hereinafter "Claytons", and Bernard P. Traut and Lorraine K. Traut, husband and wife, hereinafter "Trauts". The parties recite and agree as follows:

1. That Ray W. Peoples and Kathleen Peoples are the owners of a life estate, and Lori Peoples Davies is the owner of a remainder interest in the following described real estate located in Aitkin County, Minnesota:

That part of Government Lot One (1), Section Six (6), Township Forty-six (46), Range Twenty-seven (27), as shown in a deed recorded as Document No. 269242 at the Aitkin County Recorder's office.

2. That Douglas L. Sandstrom and Daniel L. Sandstrom are the owners of a tract of land located in said Government Lot 1, Section 6, Township 46, Range 27 described in a warranty deed filed with the Aitkin County Recorder as Document No. 246176.

3. That Quadys are the owners of that part of Government Lot 1, Section 6, Township 46, Range 27, described in a deed recorded with the Aitkin County Recorder as Document No. 229117.

4. That William Clayton, Jr. is the owner of a portion of

land located in Government Lots 1 and 2, Section 6, Township 46, Range 27 described in a deed recorded as Document No. 159553, except that portion thereof described in a warranty deed to the Trauts recorded as Document No. 268731.

5. That Trauts are the owners of that part of Government Lots 1 and 2, Section 6, Township 46, Range 27, described in a deed recorded with the Aitkin County Recorder as Document No. 268731.

6. There is a roadway in existence which crosses the above described parcels, which roadway provides access to the respective tracts from a township road. Attached to this agreement is a certificate of survey of Raymond L. Anderson, and Herbert F. Lemire which shows the location of the roadway as it travels South from the Peoples tract to the northerly boundary of the Claytons tract.

7. The parties have agreed that this writing shall evidence their agreement regarding the roadway providing access to the various tracts, and the relocation of a portion thereof.

Based on the above recitations, and for a valuable consideration, the parties agree as follows:

1. Peoples hereby grant to Sandstroms, Quadys, Trauts and Claytons a non-exclusive roadway easement for ingress and egress across the above described property owned by Peoples. Said roadway easement shall be 20 foot in width, the centerline of which is the centerline of the existing road located on the Peoples' premises, commencing at the township road and travelling in a southerly direction across the Peoples' tract, the location of said roadway as more specifically shown on the attached certificate of survey.

2. The Sandstroms hereby grant to the Quadys a non-exclusive roadway easement across the aforementioned roadway 20 foot in width as it crosses their property as located in the attached certificate of survey, which roadway provides access to the Quadys tract.

3. The Sandstroms and Quadys hereby grant to Claytons and Trauts a non-exclusive roadway easement for ingress and egress 20 foot in width across the roadway as shown on the attached certificate of survey as it crosses their property, provided, however, that the centerline of said easement shall be relocated to a location easterly of its present location as it crosses the Sandstrom and Quady tracts. The portion of said roadway to be relocated commences at a point on said roadway 180 feet northerly of the South boundary of the Sandstrom tract and continues southeasterly to a point on the South line of the Sandstrom tract 165 feet easterly of the intersection of the present roadway and the South line of the Sandstrom tract. Said relocated roadway easement shall continue southerly to the South line of the Quady tract. The approximate location of the relocated roadway is identified on the attached survey.

4. Claytons hereby grant to Trauts and Trauts hereby grant to Claytons a <sup>15</sup>~~20~~ foot easement for driveway purposes over and across their above described tracts for ingress and egress, said easement commencing at a point where the relocated roadway intersects the South line of the Quady tract and continuing southerly across the Traut and Clayton property.


5. Trauts and Claytons hereby release and waive any right to

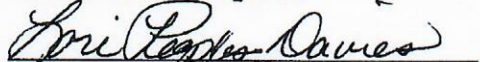
the use of the existing roadway on the Quady and Sandstrom tracts that is replaced by the relocated roadway, which existing roadway lies westerly of the relocated roadway.


6. All of the parties agree to execute all documents necessary to effectuate the terms fo this agreement, including any amendment thereto which more specifically identifies the location of the roadway after a suvey is completed.

7. This agreement shall be binding on the heirs and assigns of the parties hereto, and shall be appurtenant to the above described tracts.

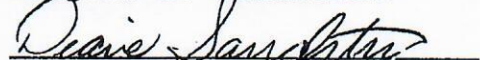
  
Ray W. Peoples

  
Kathleen Peoples

  
Lori Peoples Davies


  
Dale Davies

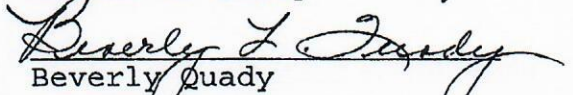
  
Douglas L. Sandstrom

  
Diane Sandstrom

  
Daniel L. Sandstrom

  
Donna Sandstrom

  
Arthur R. Quady

  
Beverly Quady

STATE OF MINNESOTA

COUNTY OF HENNEPIN

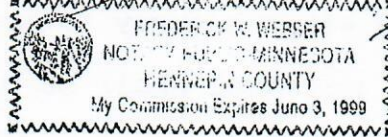
The foregoing instrument was acknowledged before me this 13 day of July, 1993, by Bernard P. Traut and Lorraine K. Traut, husband and wife.

William Z. Clayton Jr.  
William Clayton, Jr.

Catherine M. Clayton  
Catherine Clayton

Bernard P. Traut  
Bernard P. Traut

Lorraine K. Traut  
Lorraine K. Traut

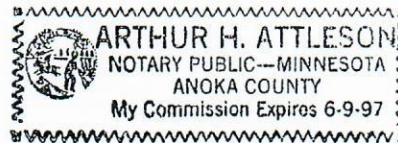


STATE OF MINNESOTA)

COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 13 day of June, 1993, by Ray W. Peoples and Kathleen Peoples, husband and wife.

Arthur H. Attleson

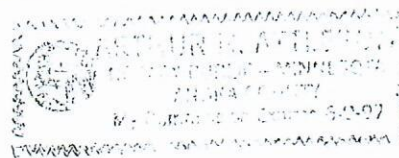


STATE OF MINNESOTA)

COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 13 day of June, 1993, by Lori Peoples Davies and Dale Davies, wife and husband.

Arthur H. Attleson



STATE OF MINNESOTA)

COUNTY OF Anoka)

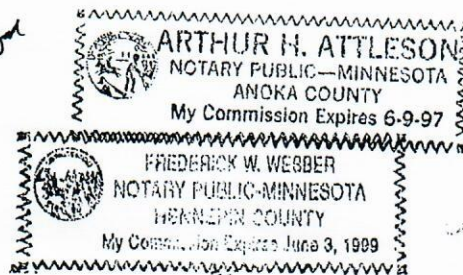
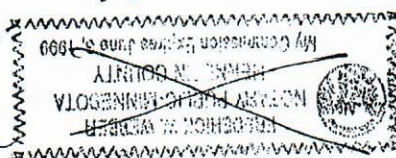
The foregoing instrument was acknowledged before me this 9th day of June, 1993, by Douglas L. Sandstrom and Diane Sandstrom, husband and wife.

Only Diane Sandstrom name was acknowledged

Arthur H. Attleson

The foregoing instrument was acknowledged before me this 14th day of June, 1993, by Douglas Sandstrom.

Frederick W. Wesser



PRO 421041  
TRA 455702  
TRD 455703

ADDENDUM TO AGREEMENT DATED THIS 9<sup>th</sup> DAY OF JUNE, 1993.

Until the "relocated road" as described in the attached certificate of survey is completed, all of the parties hereto may continue to use the existing roadway that is being replaced by the relocated roadway.

*Ray W. Peoples*  
Ray W. Peoples

*Kathleen Peoples*  
Kathleen Peoples

*Loni Peoples Davies*  
Loni Peoples Davies

*Dale Davies*  
Dale Davies

*Douglas L. Sandstrom*  
Douglas L. Sandstrom

*Diane Sandstrom*  
Diane Sandstrom

*Daniel L. Sandstrom*  
Daniel L. Sandstrom

*Donna Sandstrom*  
Donna Sandstrom

*Arthur R. Quady*  
Arthur R. Quady

*Beverly L. Quady*  
Beverly Quady

*William Z. Clayton Jr.*  
William Clayton Jr.

*Catherine Clayton*  
Catherine Clayton

*Bernard P. Traut*  
Bernard P. Traut

*Lorraine K. Traut*  
Lorraine K. Traut

This instrument was drafted by:  
RYAN, RYAN & ZIMMERMAN  
LAWYERS  
PO Box 388  
Aitkin, MN 56431

RAZ;dmi

*Jim Doble*  
*Doble Accounting Systems*  
*2730 Avenida Ave. N*  
*New Hope, MN 55427*

RECORDED ✓  
TRACT INDEX  
GRANTOR *[Signature]*  
GRANTEE *[Signature]*  
COMPARED

COUNTY RECORDER  
AITKIN COUNTY, MINNESOTA  
**FILED**

JUL 16 '93 3 P M

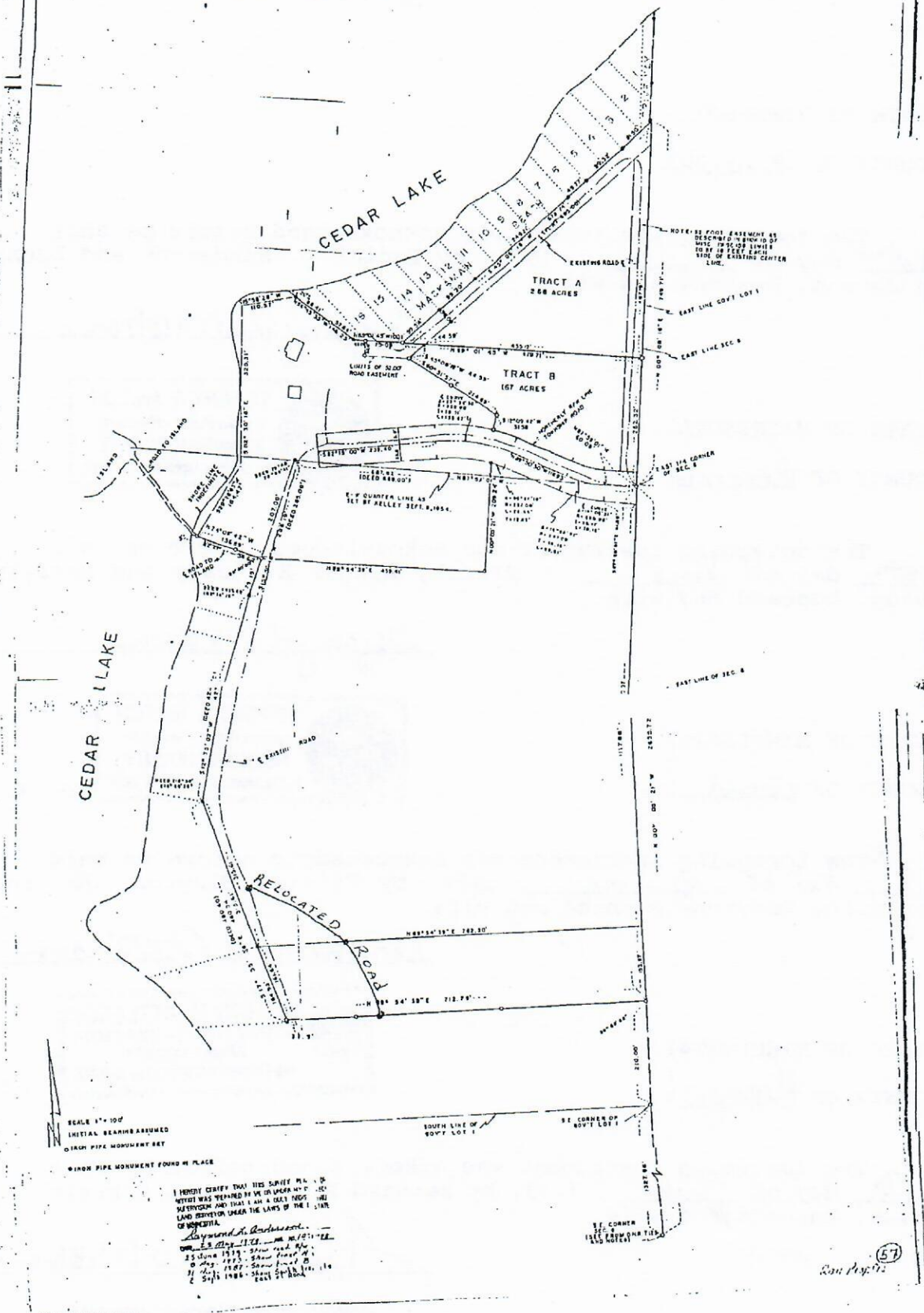
*Court Rains*  
As Doc. No. **279101**

*1/19/93*

*7-16-93*



CERTIFICATE OF SURVEY  
 PART OF GOV'T LOT 1  
 SEC. 6, T46N, R27W  
 AITKIN COUNTY



SCALE 1" = 100'  
 INITIAL BEARINGS ASSUMED  
 IRON PIPE MONUMENT SET  
 IRON PIPE MONUMENT FOUND IN PLACE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 Raymond A. Anderson  
 Dated: 11 May 1928  
 25 June 1928 - Show road R/W  
 8 July 1928 - Show front of  
 11 Aug 1928 - Show front of  
 2 Sept 1928 - Show front of

57  
 Ray Anderson