
To: Goodhue County Board of Adjustment
From: Megan Smith, Land Use Management Director
Mtg. Date: October 15, 2026
Re: Staff Report for Zoning Appeal filed in Wacouta Twp

AGENDA ITEM SUMMARY:

The Board of Adjustment will consider whether staff acted in error when issuing land use permits for a new home construction project in Wacouta Township on land zoned R1. The permit that was issued is a building permit, but the complaint contends that county staff erred in the review of the permit. The decisions that are being appealed, are listed below:

1. The determination that the proposed development complies with Goodhue County shoreland regulations
2. The determination that the proposed development complies with bluffland setback requirements
3. The determination that the parcel qualifies as a legal buildable lot under applicable County ordinances
4. The determination that no Board of Adjustment variance proceedings were required for the septic variance.
5. The determination that the proposed retaining wall and associated development satisfy applicable floodplain and shoreland regulations
6. The issuance of approvals that resulted in Building Permit No. 26-0257.

ATTACHMENTS:

- Certificate of Survey
- Site Plan
- County GIS Bluff Map
- Full Copy of the Appeal with exhibits (127 pages)

PUBLIC HEARING:

Consider an appeal filed by a resident of Goodhue County, concerning permits issued by Goodhue County Land Use Management, for a project that has been proposed on parcel 43.210.0730 in Wacouta Township. This parcel is generally described as land that lies at the end of Greens Point Road, is part of the Section 32, Twp 113, Range 14, and is part of Lot A Block 6 of the Plat of Wacouta Beach, and part of vacated pleasant Ave and part of vacated lots 2, 3, 4 and 5 of Block

5. The Board will consider whether the County followed its Floodplain, Shoreland, Septic, and Bluff ordinances when it reviewed and issued a building permit for the home proposed on site.

SITE INFORMATION:

Site Address: 27704 Greens Point Road, Red Wing, MN

Parcel: 43.210.0730

Abbreviated Legal Description: PT OF LOT A, BLK 6, PT OF VAC PLEASANT AVE & PT OF VAC LOTS 2 3 4 & 5 BLK 5, ALL OF WACOUTA BEACH, IN SECTION 32 TWP 113, RANGE 014, GOODHUE CO

Township: Wacouta Township

Zoning District: R1

PERMITTING PROCESS:

To review this case, it may be helpful for the Board to have detail on the County's permitting process, which is outlined below. A total of 7 employees in LUM were involved directly in the review and issuance of this permit, all signing off at some point during the project.

1. Application is submitted and checked for completeness and entered the system for tracking. There are two people in the LUM office who are trained to handle this step. This step was performed by the County's Building staff and deemed completed. Completed on June 23, 2026.
2. Application is routed to zoning. The first step is preliminary zoning, where this case was reviewed on by a zoning assistant and reviewed for compliance with the zoning ordinance. This step was completed on June 25, 2025
3. Once preliminary zoning is approved. The project goes to the Environmental Health Division of LUM. There are two employees who review sites for well and septic compliance. A separate well and septic permit were noted as being required during this stage. Completed on July 20, 2026
4. Once a project passes preliminary zoning and EH review, it goes to the building official for plan review. This is the stage where the building is reviewed for compliance with the state building code. The building official signed off on the construction plans and this step was completed on August 18, 2026
5. At the same time as #4 is occurring, a final zoning review is done. Completed on August 14, 2026.

6. The permit file then lands back with the building permit team. Fees are calculated, documents are sorted, copied, and scanned, a permit packet is prepared, and payment arrangements are made. This step was completed on August 18, 2026
7. Once the permit has been paid for, it is considered issued and work can begin. The permit was paid for on August 18, 2026.

BACKGROUND:

County staff were initially contacted in January of 2026, by a contractor representing the property owner, Mr. Doty, asking if staff could help provide initial guidance for this property. It was at this point that it became clear that plans were being worked on for a project in this area. Several staff spent time answering questions on zoning topics, in addition to well and septic questions. By June, a building permit was submitted, and issued in August. Total turnaround time from permit submittal to issuance was just under two months, which is substantially longer than typical turnaround time which usually is about two weeks.

During this time, proof of township zoning approval was submitted to the County. Wacouta Township is one of 13 townships with its own zoning ordinance and planning commission. Prior to permit issuance, county staff was made aware of the fact that the township has received a petition from a resident to overturn the approval. At this point, staff was wrapping up its review and was ready to issue the permit. It was issued while the Township Board was still conducting its consideration of the appeal. Staff had to work with the township and the owner to explain that township approval is still needed prior to work commencing, but that the County would not hold up our permit process while we wait for the township to consider their appeal. Ultimately, the appeal was considered at the township level and the zoning approval stayed in place.

APPEALS ORDINANCE LANGUAGE:

The following language is from the County Zoning Ordinance and provides guidance to the County on the appeal process.

Article 5 Section 4 Subd. 2:

The Board of Adjustment may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and to that end shall have all the powers of the officer from whom the appeal was taken and may direct the issuance of a permit. The reasons for the Board's decision shall be stated in writing.

Article 5 Section 4 Subd. 3:

The Board of Adjustment shall hear and determine appeals:

A. Where it is alleged there is error or abuse of discretion in any order, requirement, decision, or determination made by any administrative official or Zoning Administrator in the enforcement of the provisions of any ordinance adopted by the County Board creating zoning districts or regulating the use of property in the County; or

B. From the rulings, decisions, and determinations of any administrative official or Zoning Administrator in granting or denying applications from any rule, regulation, restriction or requirement of the zoning or set-back ordinances, or any section thereof;

C. Upon the hearing of such appeals, the Board may affirm, change, or modify the ruling, decision, or determination appealed from, or, in lieu thereof, make such other additional determinations as it shall deem proper in the premises, subject to the same limitations as are placed upon the Zoning Administrator by ordinance.

APPEAL RESPONSES FROM STAFF:

1. Regarding the project's ability to comply with shoreland regulations, the relevant language was reviewed and the site plan that was submitted includes compliance with the setback requirement of 75 feet from the OHWL of Lake Pepin, a general development classification lake that is not connected to a public sewer. Residential use is allowed by the underlying zoning district, and the lot standard size has been met, which has been determined to be a single-family home, on R1 land, on a general development lake, on an unsewered lot, that is riparian to the water. That lot area requirement is 20,000 sq. ft. with 100 feet of lot width, which this lot meets. It should be noted that the shoreland ordinance is less restrictive than the base zoning district in this regard. Section 11 of the Zoning Ordinance specifically states that grading and filling necessary for the construction of structures and driveways shall not require the issuance of a separate permit. Staff has determined the project meets the minimum standards required by the County's shoreland ordinance.
2. Bluff Setbacks. The County has determined that the house will be situated 45 feet from the toe of the bluff, meeting the setback requirement of 30 feet. There is a proposed

retaining wall that will be installed along the property line. This wall is shown to be 30 feet from the toe of the bluff, and 15 feet from the home. The complaint states that the wall is too close to the toe of the bluff. Article 12 of the Zoning Ordinance defines the toe as the point where there is a visual break in slope, from gentle to steeper, as visually observed. This means that staff had to visit the site and not rely on lidar data showing 2-foot contours. Several site visits by County Staff occurred prior to permit issuance, and once after permit issuance, to try to find the toe of the bluff. County staff have documented pre-existing alterations to the bluff area, including the placement of fill material, rip rap, and concrete. This has resulted in making it very challenging to visually see where the toe is. Furthermore, it is possible that the toe has been altered, by human or natural forces, or both in the past. Photos are included in this report showing this area. Below are the bluff calculations. The Board should note that fill has been placed at the toe of the bluff in this area, so it is not possible to rely only on Lidar for bluff determinations. The ordinance requires a visual verification of toe of bluff.

Bluff Calculations:

- Top of the bluff is at approximately 715 feet in elevation
- Toe of the bluff is less obvious in this area but is approximately 682 feet in elevation
- That is a change in elevation of is 33 feet (the rise)
- The run, or distance between these points is 57 feet
- The rise over run slope calculation is .578 so the slope is 58% in this area.
- The distance between the toe of the bluff and the proposed wall meets the 30 foot setback

Other points of reference may be helpful.

- Base flood elevation for the 100-year flood is 682 so the county will require the house to be built at 683 or above.
 - OHWL is usually located at 672
3. Regarding the question of if the parcel should have been required to be combined with the parcel adjacent parcel. The subject property is owned by an LLC and the adjacent property is owned by a trust. This does not meet the definition of is not identical

ownership. See Article 24, Section 5, subd. 6 which states land that is “contiguous and under identical ownership must be combined...”. Regarding the buildability of the parcel. The county must check two places for lot size and dimension requirements. The first test is that if the parcel is not 1 acre in area, then it must have been subdivided or split prior to Sept 3, 2019. This means that the parcel must have been in existence since that date, or before. Property owner records that were verified with the recorder’s office demonstrate this is true. This is the date that the county changed its R1 lot size and area requirements, and is understood by staff to provide a way for existing R1 parcels to be buildable even though the ordinance change in 2019 may have made them non-conforming. The total area of the parcel and the parcel width are shown on the certificate of survey attached and show that the parcel is over 20,000 sq. ft. and also has 100 feet of width at the building setback line.

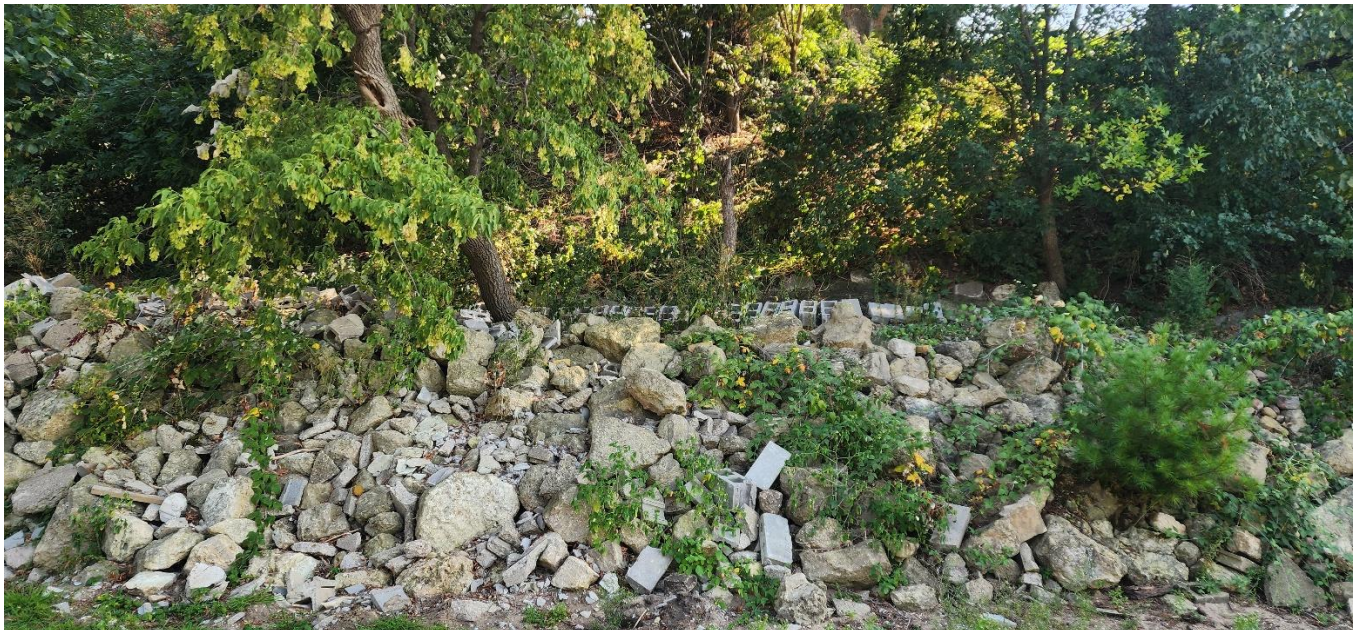
4. Regarding the determination that no Board of Adjustment variance was required for the septic system. No variance was applied for, and the site plan as submitted and if followed, will meet county zoning requirements, therefore no variances are needed. The County ordinance allows for administrative setback variances. Other variances, such as those to flowage or treatment, cannot be approved by staff and must be approved through a process that involves a public hearing and final action by the Board of Adjustment. See Goodhue County Septic Ordinance, Section 5, section 3.1
5. Regarding the floodplain questions, fill is allowed in flood fringe areas if used to elevate a structure, which is the case here. The home will be elevated at or above the regulatory flood protection elevation.
6. Regarding the approval of the building permit. Permits must be issued by the county once all required sign offs are in place and the application has demonstrated that the proposed project complies with applicable codes and ordinances.

STAFF RECOMMENDATION:

Staff does not make a recommendation to the Board of Adjustment on appeals.

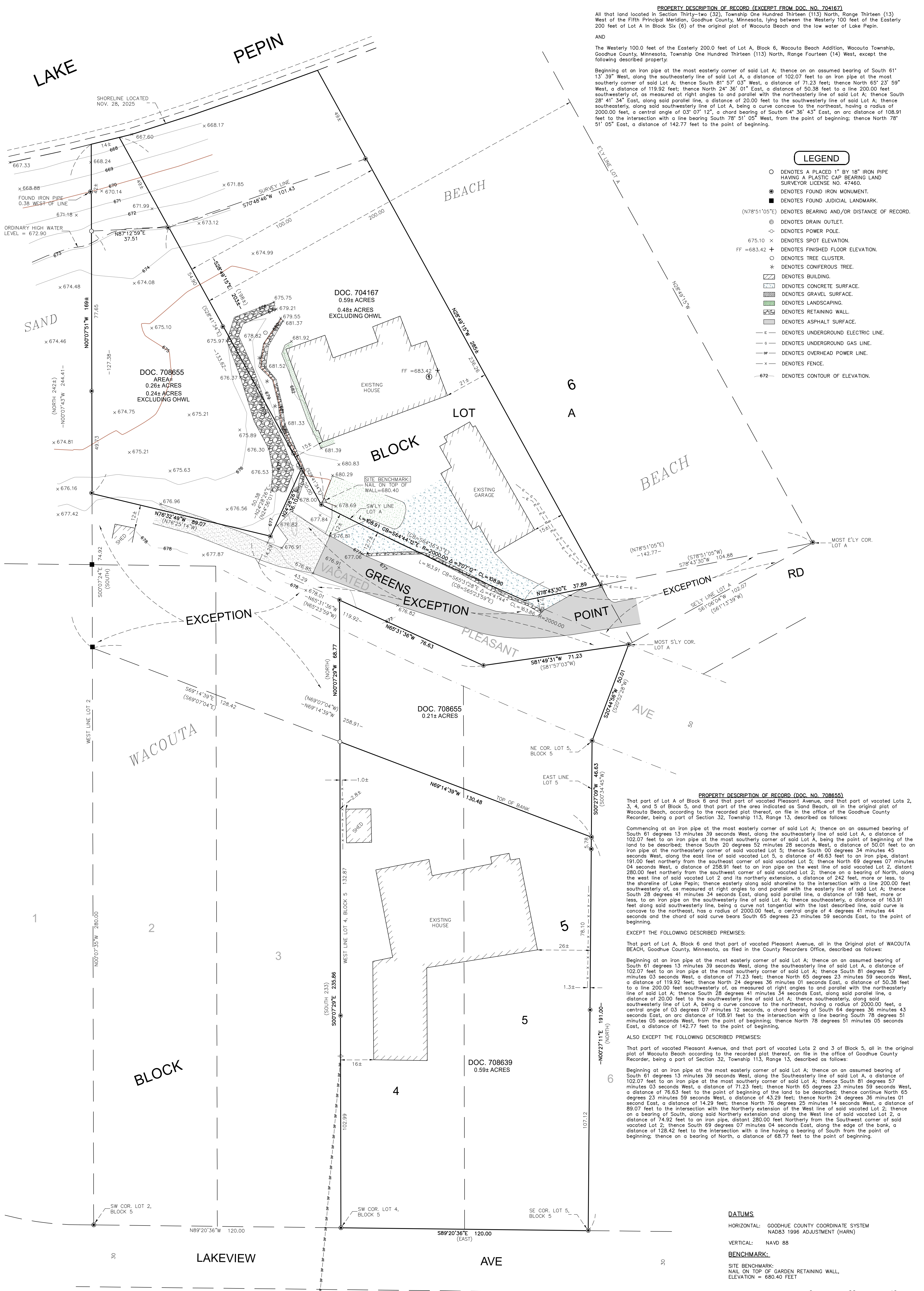
PHOTO OF TOE OF BLUFF:

Photo taken August 27, 2026. The purpose of providing this photo is to assist the Board in understanding how difficult it is to make a visual interpretation of where the toe of the bluff is due to the placement of fill, construction debris, rip rap, and previous alterations.



Aerial Photo Showing the Neighborhood





PROPERTY DESCRIPTION OF RECORD (EXCERPT FROM DOC. NO. 704167)
All that land located in Section Thirty-two (32), Township One Hundred Thirteen (113) North, Range Thirteen (13) West of the Fifth Principal Meridian, Goodhue County, Minnesota, lying between the Westerly 100 feet of the Easterly 200 feet of Lot A in Block Six (6) of the original plot of Wacouta Beach and the low water of Lake Pepin.
AND
The Westerly 100.0 feet of the Easterly 200.0 feet of Lot A, Block 6, Wacouta Beach Addition, Wacouta Township, Goodhue County, Minnesota, Township One Hundred Thirteen (113) North, Range Fourteen (14) West, except the following described property:
Beginning at an iron pipe at the most easterly corner of said Lot A; thence on an assumed bearing of South 61° 13' 39" West, along the southeasterly line of said Lot A, a distance of 102.07 feet to an iron pipe at the most southerly corner of said Lot A; thence South 81° 57' 03" West, a distance of 71.23 feet; thence North 65° 23' 59" West, a distance of 119.92 feet; thence North 24° 36' 01" East, a distance of 50.38 feet to a line 200.00 feet southwesterly of, as measured at right angles to and parallel with the northeasterly line of said Lot A; thence South 28° 41' 34" East, along said parallel line, a distance of 20.00 feet to the southwesterly line of said Lot A; thence southeasterly, along said southwesterly line of Lot A, being a curve concave to the northeast, having a radius of 2000.00 feet, a central angle of 03° 07' 12", a chord bearing of South 64° 36' 43" East, an arc distance of 108.91 feet to the intersection with a line bearing South 78° 51' 05" West, from the point of beginning; thence North 78° 51' 05" East, a distance of 142.77 feet to the point of beginning.

- LEGEND**
- DENOTES A PLACED 1" BY 18" IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE NO. 47460.
 - DENOTES FOUND IRON MONUMENT.
 - DENOTES FOUND JUDICIAL LANDMARK.
 - (N78°51'05"E) DENOTES BEARING AND/OR DISTANCE OF RECORD.
 - ⊙ DENOTES DRAIN OUTLET.
 - ⊖ DENOTES POWER POLE.
 - 675.10 x DENOTES SPOT ELEVATION.
 - FF = 683.42 + DENOTES FINISHED FLOOR ELEVATION.
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 - ▨ DENOTES ASPHALT SURFACE.
 - E — DENOTES UNDERGROUND ELECTRIC LINE.
 - G — DENOTES UNDERGROUND GAS LINE.
 - HP — DENOTES OVERHEAD POWER LINE.
 - x — DENOTES FENCE.
 - 672 — DENOTES CONTOUR OF ELEVATION.

PROPERTY DESCRIPTION OF RECORD (DOC. NO. 708655)
That part of Lot A of Block 6 and that part of vacated Pleasant Avenue, and that part of vacated Lots 2, 3, 4, and 5 of Block 5, and that part of the area indicated as Sand Beach, all in the original plot of Wacouta Beach, according to the recorded plat thereof, on file in the office of the Goodhue County Recorder, being a part of Section 32, Township 113, Range 13, described as follows:
Commencing at an iron pipe at the most easterly corner of said Lot A; thence on an assumed bearing of South 61 degrees 13 minutes 39 seconds West, along the southeasterly line of said Lot A, a distance of 102.07 feet to an iron pipe at the most southerly corner of said Lot A, being the point of beginning of the land to be described; thence South 20 degrees 52 minutes 28 seconds West, a distance of 50.01 feet to an iron pipe at the northeasterly corner of said vacated Lot 5; thence South 00 degrees 34 minutes 45 seconds West, along the east line of said vacated Lot 5, a distance of 46.63 feet to an iron pipe, distant 191.00 feet northerly from the southeast corner of said vacated Lot 5; thence North 69 degrees 07 minutes 04 seconds West, a distance of 258.91 feet to an iron pipe on the west line of said vacated Lot 2, distant 280.00 feet northerly from the southwest corner of said vacated Lot 2; thence on a bearing of North, along the west line of said vacated Lot 2 and its northerly extension, a distance of 242 feet, more or less, to the shoreline of Lake Pepin; thence easterly along said shoreline to the intersection with a line 200.00 feet southwesterly of, as measured at right angles to and parallel with the easterly line of said Lot A; thence South 28 degrees 41 minutes 34 seconds East, along said parallel line, a distance of 198 feet, more or less, to an iron pipe on the southwesterly line of said Lot A; thence southeasterly, a distance of 163.91 feet along said southwesterly line, being a curve not tangential with the last described line, said curve is concave to the northeast, has a radius of 2000.00 feet, a central angle of 4 degrees 41 minutes 44 seconds and the chord of said curve bears South 65 degrees 23 minutes 59 seconds East, to the point of beginning.

EXCEPT THE FOLLOWING DESCRIBED PREMISES:
That part of Lot A, Block 6 and that part of vacated Pleasant Avenue, all in the Original plot of WACOUTA BEACH, Goodhue County, Minnesota, as filed in the County Records Office, described as follows:
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ALSO EXCEPT THE FOLLOWING DESCRIBED PREMISES:
That part of vacated Pleasant Avenue, and that part of vacated Lots 2 and 3 of Block 5, all in the original plot of Wacouta Beach according to the recorded plat thereof, on file in the office of Goodhue County Recorder, being a part of Section 32, Township 113, Range 13, described as follows:
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DATUMS
HORIZONTAL: GOODHUE COUNTY COORDINATE SYSTEM
NAD83 1996 ADJUSTMENT (HARN)
VERTICAL: NAVD 88
BENCHMARK:
SITE BENCHMARK:
NAIL ON TOP OF GARDEN RETAINING WALL,
ELEVATION = 680.40 FEET



PROPERTY DESCRIPTION OF RECORD (DOC. NO. 708639)
All that part of Government Lot 2 of section 32, in Township 113 north, of range 13 west of the fifth principal meridian, in the County of Goodhue and State of Minnesota, described as follows:
Beginning at the southwest corner of Lot 4 in Block 5 of Wacouta Beach according to the plat thereof on file and of record in the office of the County Recorder for the County of Goodhue, State of Minnesota; running thence east along Lakeview Avenue 120 feet; thence north 191 feet to edge of bank; thence northwesterly along edge of bank, to the west line of said Lot 4 in Block 5; thence south 233 feet to the place of beginning.
The above described Premises being also known as that part of Lots 4 and 5 in Block 5 of Wacouta Beach (vacated) lying south of the edge of the bank.

SURVEYOR'S NOTES:
THE FINISHED FLOOR ELEVATIONS SHOWN ON THE EXISTING HOUSE ARE APPROXIMATE. THE ELEVATIONS WERE MEASURED AT THE BOTTOM OF THE SCREEN DOOR THRESHOLD OUTSIDE OF THE HOUSE.



CERTIFICATE OF SURVEY FOR:
NORM & TAMARA DOTY C/O
CHAD RIESGRAFF
JOHNSON & SCOFIELD INC.
SURVEYING AND ENGINEERING
1203 MAIN STREET, RED WING, MN 55066
(651) 388-1558

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Marcus S. Johnson
Minnesota License No. 47460
Date: December 18, 2025
BK. NA PG. NA W.O.# DRAWING NUMBER
SHEET 1 OF 1 SHEETS 25-1017 S-12360



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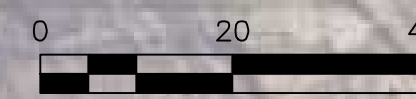
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PROPERTY DESCRIPTION OF RECORD (DOC. NO. 708639)
All that part of Government Lot 2 of section 32, in Township 113 north, of range 13 west of the fifth principal meridian, in the County of Goodhue and State of Minnesota, described as follows:

Beginning at the southwest corner of Lot 4 in Block 5 of Wacouta Beach according to the plat thereof on file and of record in the office of the County Recorder for the County of Goodhue, State of Minnesota; running thence east along Lakeview Avenue 120 feet, thence north 191 feet to edge of bank; thence northwesterly along edge of bank, to the west line of said Lot 4 in Block 5, thence south 233 feet to the place of beginning.

The above described Premises being also known as that part of Lots 4 and 5 in Block 5 of Wacouta Beach (vacated) lying south of the edge of the bank.

SURVEYOR'S NOTES:

THE FINISHED FLOOR ELEVATIONS SHOWN ON THE EXISTING HOUSE ARE APPROXIMATE. THE ELEVATIONS WERE MEASURED AT THE BOTTOM OF THE SCREEN DOOR THRESHOLD OUTSIDE OF THE HOUSE.



CERTIFICATE OF SURVEY FOR:
NORM & TAMARA DOTY C/O
CHAD RIESGRAF

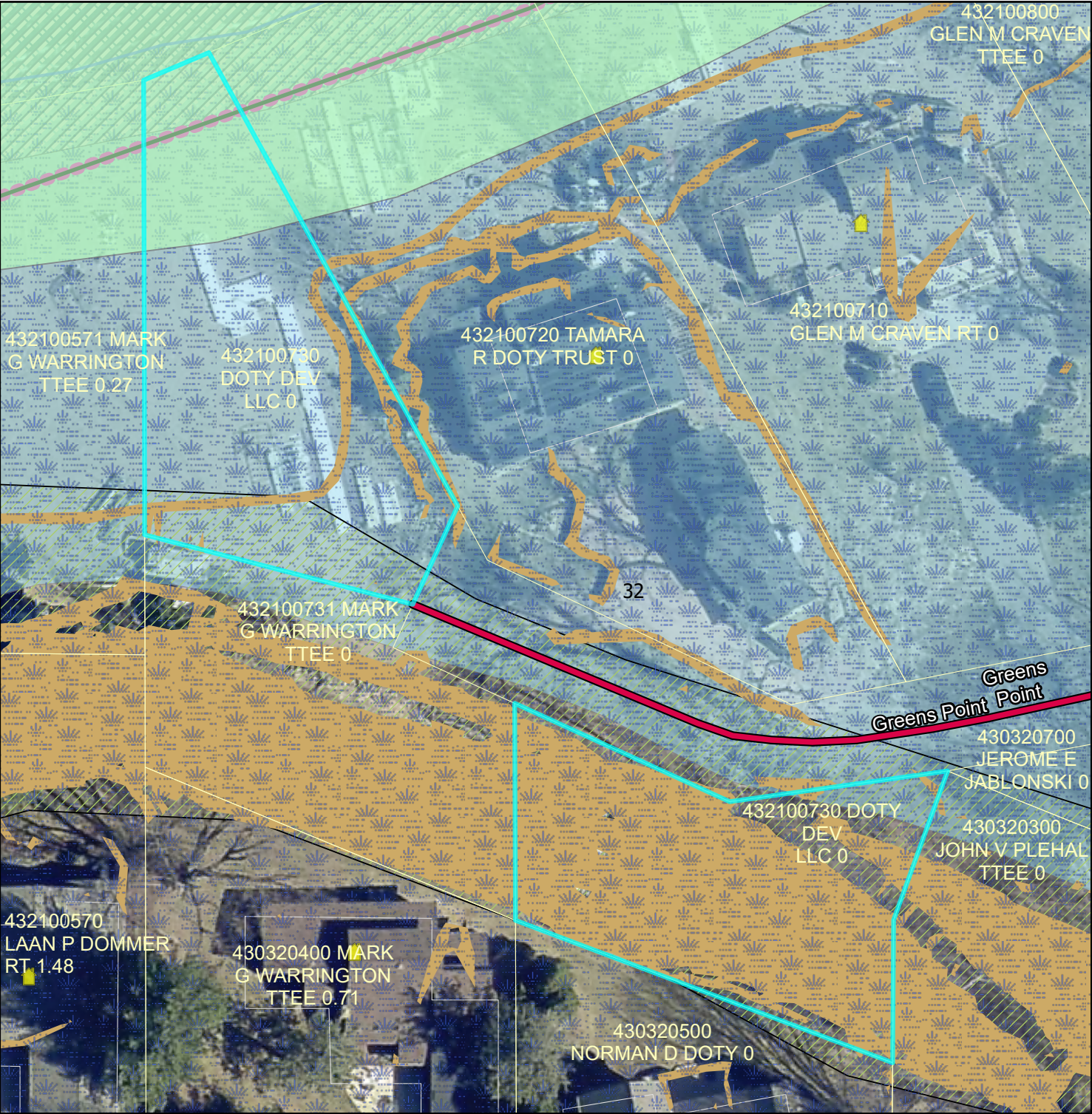
JOHNSON & SCOFIELD INC.
SURVEYING AND ENGINEERING

1203 MAIN STREET, RED WING, MN 55066
(651) 388-1558

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

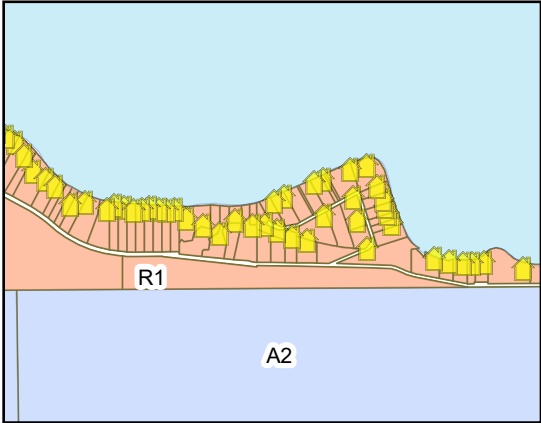
Marcus S. Johnson
Minnesota License No. 47460
Date: December 18, 2025

BK. NA PG. NA W.O.# DRAWING NUMBER
SHEET 1 OF 1 SHEETS 25-1017 S-12360



Legend

- Township Roads
- Roads
- Streams
 - Intermittent
 - Protected
- Dwelling Point
- SDE.National_Wetland_I
- Tax Parcels
- Section Lines
- Shoreland
- Feedlots2022Poly
- Blufflands
- Soils_Type
 - Slope
 - Soils



0 15 30 60 90 US Feet

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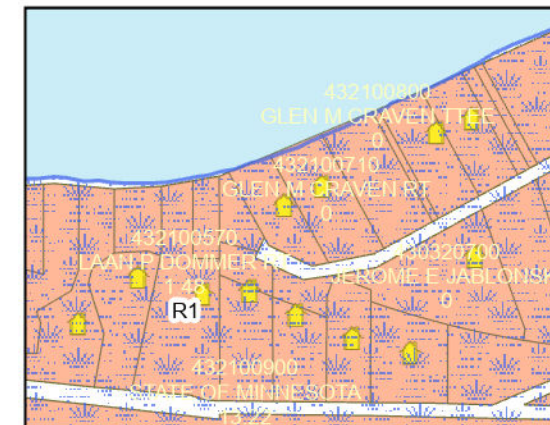
2024 Aerial Imagery
Map Created September, 2026 by LUM



Bluff Map

Wacouta Beach Bluff Areas
with 2 foot contours
from LiDAR Data

- Proposed Location of Retaining Wall
- 30 foot spacing between proposed wall and toe of bluff



0 20 40 80 120 US Feet

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2025 Aerial Imagery
Map Created October, 2026 by LUM



September 15, 2026

County of Goodhue
Attn: Board of Adjustment
509 West 5th Street
Red Wing, MN 55066

SENT VIA E-MAIL

megan.smith@goodhuecountymn.gov

Re: Notice of Appeal to the Goodhue County Board of Adjustment of the August 14, 2026 Zoning Review and Findings and SSTS Setback Variance for Construction of a New House adjacent to 27710 Greens Point Road (PID No. 43.210.0730), Wacouta Township, Goodhue County, Minnesota

Dear Ms. Smith:

On behalf of Laan Dommer ("Appellant") we submit this notice of appeal to the Goodhue County Board of Adjustment pursuant to Article 5, Section 4 of the Goodhue County Zoning Ordinance from the August 14, 2026 zoning determination, findings, and conclusions issued by Megan Smith, Director of Goodhue County Land Use Management. This appeal concerns the development applications submitted by Norman Doty and/or Doty Dev LLC for Parcel No. 43.210.0730. The appealed determination is memorialized in the August 14, 2026 Zoning Review and Findings letter and forms the basis for subsequent issuance of Building Permit No. 26-0257 and related approvals.

I. Decision Being Appealed

Article 2, Section 5, Subdivision 11 of the County's Zoning Ordinance authorizes the Board of Adjustment to hear and decide appeals of an order, requirement, decision or determination made by an administrative official charged with enforcing the County's Zoning Ordinance. This appeal challenges the August 14, 2026 administrative findings and determinations issued by Megan Smith, including, without limitation:

1. The determination that the proposed development complies with Goodhue County shoreland regulations;
2. The determination that the proposed development complies with bluffland setback requirements;
3. The determination that the parcel qualifies as a legal buildable lot under applicable County ordinances;
4. The determination that no Board of Adjustment variance proceedings were required;
5. The determination that the proposed retaining wall and associated development satisfy applicable floodplain and shoreland regulations; and
6. The issuance of approvals that resulted in Building Permit No. 26-0257.

In addition, this appeal challenges the issuance of SSTS Permit No. 26-037 and any determination that the SSTS setback variance could be approved administratively without Board of Adjustment review.

The County's findings are affected by multiple errors of law, errors of fact, and abuses of discretion that require reversal by the Board of Adjustment. The challenged decision authorized development of a highly constrained shoreland, floodplain, and bluffland parcel while simultaneously acknowledging numerous conditions that ordinarily require heightened scrutiny, variance review, and public participation. Instead of submitting those issues to the Board of Adjustment as required by Minnesota law and the County's own ordinances, the County resolved them administratively and issued permits that effectively predetermined issues reserved to the Board.

II. Interest in the Development Applications and County Approval

Appellant owns neighboring property located at 31587 Lakeview Avenue and has an interest in land use development applications that would injuriously and adversely affect the enjoyment of private property rights. Appellant has a direct interest in preventing development that adversely affects the use, enjoyment and value of his property. The proposed project involves construction of a new residence on a highly constrained parcel located within regulated shoreland, floodplain and bluffland areas and requires substantial fill, a structural retaining wall, and a setback-reduced septic system.

The County's approvals expose neighboring properties to risks that the applicable regulations are specifically designed to prevent, including increased flooding, altered drainage patterns, erosion, slope instability, sediment movement, septic-system impacts, and adverse environmental effects associated with intensive development of sensitive shoreland property. The County approved the project without determining the amount of fill required, adequately evaluating the impacts of the proposed retaining wall and fill within the flood fringe, or requiring formal variance proceedings for the requested septic setback relief.

These deficiencies directly affect Dommer's property rights because any flooding, erosion, drainage, slope-failure, or environmental impacts resulting from the proposed development would be experienced first and most acutely by neighboring property owners. Accordingly, the challenged approvals would injuriously and adversely affect Appellant's private property rights in a manner distinct from the general public and provide a direct basis for this appeal.

III. Factual Background

On October 8, 2024, Norman Doty, Tamara Doty and Doty Dev, LLC contracted with previous owner Joseph Peter for the purchase of two parcels of real estate located in Wacouta Township, Goodhue County, Minnesota:¹

Parcel 1: 31649 Lakeview Avenue (PID No. 430320500)

¹ Ex. A, Complaint in *Norman D. Doty and Tamara R. Doty and Doty Dev, LLC v. Joseph Peter*, Court File No. 25-CV-24-2535.

Parcel 2: Unaddressed, vacant beachfront lot adjacent to 27710 Greens Point Rd. (PID No. 432100730) (the “Beachfront Property”)

The purchase price for the Beachfront Property was much lower than that for Parcel 1 because of the unbuildable nature of the Beachfront Property.² Norman Doty, Tamara Doty and Doty Dev, LLC commenced litigation against Joseph Peter regarding the sale of Parcel 1 and the Beachfront Property.³ After litigation was completed, Parcel 1 was transferred to Norman Doty and the Beachfront Property was transferred to Doty Dev, LLC on October 6, 2025.⁴ Norman Doty is the President of Doty Dev, LLC, and Tamara Doty is the Chief Manager of Doty Dev, LLC. The Dotys own property adjacent to the Beachfront Property located at 27710 Greens Point Rd., with title being held in the name of the Tamara R. Doty Trust.

On June 15, 2026, Norman Doty applied to Wacouta Township for a zoning permit for the construction of a single family residence on the Beachfront Property. The zoning permit was granted the same day by Frederick Plaas, Wacouta Township Zoning Administrator.⁵ On June 23, 2026, Norman Doty, on behalf of Doty Dev, LLC, applied for an individual sewage treatment system permit for installation of a Type III Box Mound septic system with a requested variance to adjust the structure setback to 16 feet and the property line setback to 1 foot.⁶ On July 2, 2026, an individual acting on behalf of Wacouta Township signed an SSTS Variance Application Form consenting to the proposed setback variance for unidentified “township property.”⁷ Adjoining landowner Mark Warrington (31631 Lakeview Ave.) has never consented to the proposed SSTS setback variance being located 1 foot from his property line.

On June 23, 2026, Norman Doty applied to the County for a building permit for construction of a single family residence with a 1 car garage and new septic and well on the Beachfront Property (the “Project”).⁸ Norman Doty indicated that he was the owner of the Beachfront Property adjacent to 27710 Greens Point Road, which is contiguous with other properties owned by the Dotys, including 27710 Greens Point Road and 31649 Lakeview Avenue.

On June 29, 2026 the Greens Point Committee submitted an objection and appeal of Township permit approvals for the Doty zoning permit for the Beachfront Property. On July 1, 2026, Mark Warrington submitted an appeal of Township permit approvals for the Doty zoning permit (collectively, the “Township Appeals”). On July 23, 2026, the Wacouta Township Planning Commission met and reviewed the separate appeals.

On August 14, 2026, Goodhue County Land Use Management Director Megan Smith issued written findings regarding Norman Doty’s development applications for the Beachfront Property

² Ex. B, Affidavit of Joseph Peter.

³ Ex. C, Order for Judgment and Judgment in *Norman D. Doty and Tamara R. Doty and Doty Dev, LLC v. Joseph Peter*, Court File No. 25-CV-24-2535.

⁴ Ex. D, Warranty Deed to Doty Dev, LLC.

⁵ Ex. E, Wacouta Township Zoning Permit Application.

⁶ Ex. F, ISSTS Permit Application, Design Documents, Survey, and SSTS Setback Variance Application.

⁷ *Id.* (page with SSTS Setback Variance Application with Township Signature).

⁸ Ex. G, Goodhue County Building Permit Application, Permit No. 26-0257, August 14, 2026 County Findings and Approval.

(the "August 14 Findings"). Relevant to this appeal, the County rendered the following findings and conclusions:⁹

5. Lots that are nonconforming and in identical ownership must be combined when development occurs. Goodhue County has concluded that your properties are not in identical ownership as of the time of this application, therefore are not required to be combined.
6. The site is subject to the County's Shoreland Regulations, Article 31 of the Goodhue County Zoning Ordinance, and meets the requirements of this article, including impervious surface coverage and setbacks from the OHWL.
7. The site is subject to the County's Floodplain Regulations, Article 32 of the Goodhue County Zoning Ordinance. This requires that the home be elevated at least 1 foot above the base flood elevation of the Mississippi river in this area. The plans submitted show the house first floor and garage being at 683 feet which is the regulatory flood protection elevation (RFPE).
8. The plans shows the structure to be elevated on fill which is a permitted elevation method in the flood fringe. No fill is allowed in the floodway. The home will be elevated to the RFPE using fill which is allowed as long as the purpose of the fill is to elevate a structure.
9. The site contains bluffland, and therefore Article 12 of the Zoning Ordinance was reviewed to ensure land alterations do not disturb the toe of the bluff nor will a structure encroach into the 30 foot minimum setback from the toe of the bluff. The proposed retaining wall measures 30 feet from the toe of the bluff, and the house will be placed 15 feet inside the retaining wall.
- ...
11. The county has determined that the total size of the parcel to be over 20,000 sq. ft.
12. The county has calculated the impervious surface coverage, and it is under the 25% property limit. Since both parcels are tied together, the expectation is that the upland parcel which contains mostly bluff area will remain open space.
13. The site plan shows a proposed boat ramp. This is in the shore impact zone as defined by the county's shoreland ordinance, which means that a grading and filling permit is needed for this dirt moving in a shore impact zone. That permit is an additional \$80 and should be applied for before construction of the ramp.
- ...
15. Section 10 of the County's shoreland regulations, substandard lots, does not apply because the adjacent property is not in the same ownership, and it meets the standards of Section 8 which states that land zoned R1 on a unsewered, general development lake

⁹ Id. at 2-4.

needs to be at least 20,000 sq. ft. in area with 100 feet of width to be considered a legal lot.

16. The site meets all setback requirements, including side, from the ROW, from the OHWL of Lake Pepin, and toe of bluff.

...

19. The retaining wall that will be built will be considered structural since it is over 4 feet in height and holding in place the fill that the home will be built on.

...

Several of the County's findings are unsupported by evidence in the record, arbitrary and capricious and/or an abuse of discretion. On August 17, 2026, the Wacouta Township Planning Commission issued recommendations to the Wacouta Township Board of Adjustment as follows with respect to the Township permit approval:¹⁰

- 1) The Permit issued by Fred Plaas was consistent with past practices. We find no compelling basis for not approving the Township Permit.
- 2) The Township should follow up with the County review process as relates to the required State and Federal approval processes followed and the reports generated for the Doty parcel.
- 3) The Township should initiate a review of Township Ordinance and provide funding to accomplish the review as soon as practical. This includes making sure our Wacouta Ordinances are current with County Ordinances.
- 4) The Township needs to redefine the permitting process, required supporting materials, and how permits are filed and maintained as Township records.
- 5) The Township needs written instructions on how and when permits are required. These should be available on the township website.

On August 21, 2026, our client, Laan Dommer, owner of adjoining property to the Beachfront Property, submitted a notice of objections email to Director Smith, noting procedural objections relating to required variance review, non-compliance with setbacks, errors in determining buildable lot area, errors in determining impervious surface coverage, errors in not requiring lot consolidation for the substandard Beachfront Property, and flood fringe elevation and fill limits.¹¹

On August 27, 2026, our client formally demanded an administrative hold and stop-work order be issued by the County to forbid physical construction and maintain the status quo pending further review and this imminent appeal.¹² Such requests were denied. On September 14, 2026, the Wacouta Township Board of Supervisors met and formally denied the Township Appeals.

¹⁰ Ex. H (Township PC recommendations).

¹¹ Ex. I, August 21, 2026 Notice of Objections Email.

¹² Ex. J, August 27, 2026 Formal Demand for Administrative Hold and Stop-Work Order.

This Appeal follows.

IV. Grounds for Appeal

At the heart of this appeal is the County's decision to treat the Project as a straightforward permit application when the record demonstrates that the development depends upon multiple departures from standard zoning and shoreland regulations. The August 14 Findings are arbitrary and capricious, unsupported by the record, based upon legal errors, and represent abuse of discretion.

The County expressly found that the Beachfront Property contains bluffland, lies within regulated shoreland and floodplain districts, will require substantial structural fill to reach the regulatory flood protection elevation, includes a structural retaining wall exceeding four feet in height, relies upon a septic system requiring setback relief, and is situated on an unbuildable parcel of land. Yet despite the presence of all of these circumstances, the County concluded that no formal Board of Adjustment and/or Planning Commission review was necessary. For the reasons set forth below, the Board of Adjustment should reverse the August 14 Findings and require public review.

a. The County Failed to Require Board of Adjustment Variance Proceedings for the SSTS Setback Variance

The County's treatment of the septic setback variance is particularly problematic. The record includes an SSTS Setback Variance Application requesting setback reductions to approximately sixteen feet from a structure and one foot from a property line.¹³ The application itself expressly states that a property-line setback variance requires the signature of the affected adjacent property owner. The application submitted by Doty Dev, LLC does not contain the signature of adjoining landowner Mark Warrington, despite the proposed septic box mound proposed to be located 1 foot from Mark Warrington's adjacent property line. The application includes the signature of an individual from Wacouta Township for unidentified "township property."¹⁴ This is woefully insufficient to grant automatic variance relief without requiring public hearings.

(1) Administratively Approving Variance Relief is Both Ineffective and Contrary to Minnesota Law

Article 31, Section 12, Subdivision 7(F) of the Zoning Ordinance requires that "Sub-Surface Sewage Treatment Systems (SSTS) within the Shoreland District shall be inspected for compliance with Section 12 of this Article as part of all variance, conditional use, and building permit applications." Further, the Zoning Ordinance provides that "[a] site map showing the location of the SSTS may be required to verify its location relative to the District. Final determination as to whether an SSTS is located within the Shoreland Area will be made by the Zoning Administrator."

The County's Subsurface Sewage Treatment System Ordinance (the "SSTS Ordinance") states that "[f]or replacement SSTS, the Department may administratively adjust property line setbacks and building setbacks for any SSTS component as deemed necessary where it is determined that

¹³ Ex. F, SSTS Setback Variance Application.

¹⁴ See *id.* at 1.

the adjustment will not harm the surface and ground waters of the State, injure the public health, safety, and general welfare, or adversely impact the owners of adjacent property.”

First, the SSTS system proposed by the applicants is not a replacement SSTS, but a new SSTS to serve what has historically been considered an unbuildable lot. That alone defeats the ability for variance approval to be granted administratively. Second, the record contains no evidence that the County determined the requested adjustments will not harm the surface or ground waters, injure the public health, safety, and general welfare, or adversely impact adjacent property owners. If that determination was made, it appears to have been made behind closed doors without written findings.

Second, and more importantly, the County’s SSTS Ordinance is inconsistent with and preempted by Minnesota law, which unequivocally provides that “the board of adjustment shall have the exclusive power to order the issuance of variances from the requirements of any official control including restrictions placed on nonconformities.”¹⁵ Minnesota Statutes Section 115.55 requires counties to adopt rules containing the minimum standards and criteria for the design, location, installation, use and closure of SSTS systems, as well as “procedures for variances, including the consideration of variances based on cost and variances that take into account proximity of a system to other systems.”¹⁶

Nowhere does Minnesota Statutes Section 115.55 authorize a county to adopt an ordinance allowing variance relief to be granted administratively and supersede the statutory framework for processing and granting variance relief under Minnesota Statutes Section 394.27, subd. 7, including required public notice and public hearing. Moreover, Minnesota Rules Part 6120.3300, subpart 2(D) explicitly references that SSTS setback variances are to be reviewed and evaluated by boards of adjustment.¹⁷ Administrative approval of a variance has no effect as contrary to well-established Minnesota law.

Third, even the County’s SSTS Ordinance requires that all setback adjustments not administratively approved will follow the typical variance procedure requiring Board of Adjustment review and approval under the Zoning Ordinance.¹⁸ Nevertheless, there is no evidence in the record that the Board of Adjustment conducted the public hearing required by Minnesota Statutes Sections 394.26 and 394.27 or Article 5 of the Goodhue County Zoning Ordinance. The County therefore approved through administrative action what should have been presented to the Board through a noticed variance proceeding.

¹⁵ Minn. Stat. § 394.27, subd. 7 (emphasis added).

¹⁶ Minn. Stat. § 115.55, subd. 3(7).

¹⁷ Minn. R. 6120.3300, subp. 2(D) (“Necessary variances from setback requirements must be obtained before any use, sewage treatment system, or building permits are issued for the lots. In evaluating all the variances, boards of adjustment shall consider sewage treatment and water supply capabilities or constraints of the lots and shall deny the variances if adequate facilities cannot be provided.”)

¹⁸ SSTS Ordinance, Section 3.1(B).

(2) The Applicant Failed to Meet the Required Standard for Variance Relief

Moreover, the Applicant failed to meet the required standard for obtaining variance relief under Minnesota law in the first place, irrespective of the unlawful standards contained in the County's SSTS Ordinance for variance relief. Obtaining variance relief under Minnesota law requires showing that:

1. The requested variance is in harmony with the general purposes and intent of the official control and consistent with the comprehensive plan; and
2. There are "practical difficulties" in complying with the official control.¹⁹

"Practical difficulties" may be established upon a showing that "the property owner proposes to use the property in a reasonable manner not permitted by an official control; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties."²⁰

The Applicant's SSTS variance application, in response to the effects on the property if the variance is not granted, offers an incomplete sentence stating: "If the variance is not granted we will . . ."²¹ In response to whether the property contains any unique physical limitations, the applicant stated that "[w]e are located on lakeshore so we have to be a certain distance from the lake." While the Applicant is correct in stating that a setback from the lake is required, the real physical limitations for the Property are that it is an unbuildable parcel of less than 20,000 square feet located within shoreland adjacent to Lake Pepin, a general development lake.²² Any structure must be located at least 75 feet away from the OHWL

b. The County Failed to Require that Conditions Related to Grading and Filling are Met Before Issuing Permits

Minnesota Rules Part 6120.3300, subpart 4(B) establishes shoreland management standards that impose strict limits on grading, filling, and other land-altering activities in sensitive shoreland areas, particularly on steep slopes, within bluff impact zones, and in other shoreland areas where significant amounts of earth are moved.²³ Before a local government may authorize such work, it must determine that the project satisfies a series of environmental protection and erosion-control requirements. Particular attention must be given to impacts on regulated wetlands or public waters. For activities affecting Type 2 through Type 8 wetlands, local officials must evaluate how the work could affect important wetland functions such as flood storage, water quality protection, wildlife habitat, recreation, shoreline stabilization, and unique ecological or historical features.²⁴

¹⁹ *Id.*

²⁰ *Id.*

²¹ Ex. F, SSTS Variance Application.

²² See Minn. R. 6120.3300, subp. 2a(c) (requiring a minimum of 20,000 square feet of lot area single residential development on a riparian lot located on a general development lake with no sewer).

²³ Minn. R. 6120.3300, subp. 4(B).

²⁴ Minn. R. 6120.3300, subp. 4(B)(1).

The review must also determine whether approvals are required from other agencies, including watershed districts, the Minnesota Department of Natural Resources, or the U.S. Army Corps of Engineers.²⁵

The regulations further require that grading and filling activities be designed to minimize environmental disturbance and erosion.²⁶ Only the smallest amount of land should be exposed for the shortest feasible period, temporary and permanent vegetation must be established promptly, and effective erosion and sediment-control measures must be used throughout construction.²⁷ Fill and excavated materials cannot create unstable slopes, may not be placed within bluff impact zones, and any work on steep slopes must be reviewed by qualified professionals to ensure long-term stability, with finished slopes remaining below 30 percent grade.²⁸ Alterations below the ordinary high-water level of public waters require prior authorization from the DNR Commissioner,²⁹ and topographic changes are permitted only when accessory to an otherwise allowed use and when they do not adversely affect neighboring properties.³⁰ There is no evidence in the record, and no findings or conclusions in the August 14, 2026 Determination, that any of the above conditions were reviewed or satisfied prior to permit approval.

c. Error in Determining Compliance with Bluffland Setback Regulations

The County's findings conclude that the proposed retaining wall is located thirty feet from the toe of the bluff and complies with applicable requirements. Our client disputes both the factual and legal basis for that determination and requests independent review by the Board of Adjustment. The August 14 Determination related to bluffland setbacks was as follows:

The site contains bluffland, and therefore Article 12 of the Zoning Ordinance was reviewed to ensure land alterations do not disturb the toe of the bluff nor will a structure encroach into the 30 foot minimum setback from the toe of the bluff. The proposed retaining wall measures 30 feet from the toe of the bluff, and the house will be placed 15 feet inside the retaining wall.³¹

Setbacks from the toe of a bluff are intended to protect against slope instability, erosion, and structural failure, while also preserving the environmental and scenic functions of bluffland areas. The Minnesota DNR recognizes that development on or near steep slopes can contribute to erosion, bank failure, and landslides, and therefore local shoreland ordinances commonly regulate structures and land alterations near bluffs. Development near bluffs can accelerate soil erosion and slope failure and setbacks serve as a form of slope protection.³²

²⁵ *Id.*

²⁶ Minn. R. 6120.3300, subp. 4(B)(2).

²⁷ *Id.*; Minn. R. 6120.3300, subp. 4(B)(3), (4).

²⁸ Minn. R. 6120.3300, subp. 4(B)(5)-(8).

²⁹ Minn. R. 6120.3300, subp. 4(B)(9).

³⁰ Minn. R. 6120.3300, subp. 4(B)(10).

³¹ Ex. F at 2.

³² See Bluffland Protection Standards in Minnesota at:

https://www.dnr.state.mn.us/waters/watermgmt_section/shoreland/bluff-standards.html

The County's Zoning Ordinance defines a "toe of the bluff" as "the point on a bluff where there is, as visually observed, a clearly identifiable break in the slope, from gentler to steeper slope above. If no break in the slope is apparent, the toe of the bluff shall be determined to be the lowest end of the lowest fifty (50) foot segment that exceeds twenty (20) percent slope."³³ The setback from the toe of the bluff to "any structure in any district shall be no less than 30 feet," under the County's Zoning Ordinance.³⁴ A "structure" is defined under the County's Zoning Ordinance as: "Anything constructed or erected on the ground or attached to the ground or on-site utilities."³⁵ The proposed retaining wall is a structure under the County's Zoning Ordinance.

The August 14 Determination acknowledges that the proposed retaining wall is a structural wall, exceeds four feet in height, and will retain the fill pad upon which the residence will be constructed. The County further found that the wall will be located thirty feet from the toe of the bluff. However, that finding appears unsupported by verifiable evidence. The Applicant produced a "Toe of Bluff Site Plan" with handwritten lines for the approximate location of the toe of the bluff and the proposed retaining wall.³⁶ This appears to be the sole evidence relied upon by the County in determining that the retaining wall will meet the required 30 foot setback from the bluff:



³³ GCZO Art. 12, Sec. 2, Subd. 4.

³⁴ GCZO Art. 12, Sec. 4, Subd. 2.

³⁵ GCZO Art. 10, Sec. 2, definition of "structure."

³⁶ See Ex. G, Building Permit Application, Approval and Applicant Plans.

There is no survey or precise measurements in the record demonstrating where the toe of the bluff actually is and whether the retaining wall is located within 30 feet of it. This is despite the County's Zoning Ordinance requiring "the top or toe of bluffs [to be] certified by a Minnesota licensed Land Surveyor or Zoning Administrator."³⁷ Megan Smith, the County's Land Use Management Director, has acknowledged that "[t]he toe of the bluff has been previously altered in this area to the point where it is difficult to determine where the toe is. Rip rap, fill, and other construction debris along with concrete and other items are all evident at the toe of the bluff."³⁸

Even the image depicted above provided by the Applicant clearly shows that the retaining wall will be within 30 feet of the toe of the bluff at the southwest corner of the Beachfront Property since that corner is significantly closer to the red "toe of the bluff" line drawn. Moreover, Goodhue County's GIS mapping application includes topographic maps that elevation change. The toe of the bluff is visually apparent from the topography, and even generous measurements show distances well within the required 30 foot structure setback:



Measurements taken from the southwest corner of the Beachfront Property similarly indicate a distance substantially less than the 30 foot required structure setback:

³⁷ GCZO Art. 12, Sec. 4, Subd. 8.

³⁸ Ex. J, Email from Megan Smith Dated August 28, 2026.



A survey provided by the Applicant and prepared by Johnson & Scofield Inc. unequivocally measures the shed located just south of the Beachfront Property, which is located virtually at the toe of the bluff, as being only 12 feet away from where the proposed retaining wall is to be constructed.³⁹

There is simply no evidence in the record to support the conclusion that the proposed retaining wall will comply with the 30 foot structure setback other than the Applicant's "Toe of the Bluff Site Plan" with the toe of the bluff imprecisely drawn in. Even that image unambiguously shows that the southwest corner of the Beachfront Property and proposed retaining wall are within 30 feet of the toe of the bluff. Publicly available data through the County's GIS mapping application similarly shows lesser distances than 30 feet.

The Board of Adjustment should require an independent licensed surveyor to certify the precise location of the toe of the bluff from which measurements can be taken to determine whether the proposed retaining wall encroaches on the required 30 foot setback, thus triggering the need for a variance. There is currently no reliable information in the record to make that determination, and any attempt to do so is speculative and relies on visual imagery rather than field-certified measurements.

d. Error in Determining Lot Area, Buildability, and Nonconforming Status

The findings are also internally inconsistent regarding the legal status of the parcel. On the one hand, the County acknowledges that the property is a nonconforming parcel that is less than one acre and located within a district where newly created lots must contain one acre of area.⁴⁰ On the other hand, the County concludes that the parcel qualifies as a legal buildable lot because it allegedly exceeds 20,000 square feet and satisfies applicable shoreland standards.⁴¹

³⁹ See Ex. G.

⁴⁰ See *id.*

⁴¹ See *id.*

Nonetheless, the County failed to explain how it determined the Property exceeds 20,000 square feet and then also determined the Property is not commonly owned by a contiguous parcel.

(1) It is Impossible to Determine the Property Exceeds 20,000 Square Feet Without Including Land Located Below the OHWL, Which is Foreclosed by the County's Zoning Ordinance and the DNR's Rules.

The survey of the Property produced by the applicant indicates that the portion of the Property where the proposed residence is to be built is .24 acres (10,454 square feet) excluding the OHWL and .26 acres (11,325 square feet) including it. There is a non-contiguous portion of the Property that contains exclusively bluffland and is not buildable, which totals .21 acres (9,147 square feet) in size. Thus, the only possible way to determine the Property exceeds 20,000 square feet is by including the land located below the OHWL.

However, including land located below the OHWL for purposes of meet lot area standards is strictly foreclosed by the Minnesota Department of Natural Resources enacted Administrative Rules, which expressly provide that “[o]nly land located above the ordinary high water level of public waters can be used to meet lot area standards, and lot width standards must be met at both the ordinary high water level and at the building line.”⁴² The County has incorporated this exact same language into its own shoreland regulations under Article 31, Section 8, Subdivision 1.⁴³ The width of the Beachfront Property at the OHWL is approximately 33 feet, which is far less than the 100 feet required for single, unsewered riparian lots located on general development lakes.⁴⁴ The Beachfront Property, without question, fails to meet the required shoreland lot standards.

Minn. R. 6120.3300, subp. 2(D) does allow “lots of record” that existed on the date of enactment of local shoreland controls that do not comply with dimensional requirements to be allowed as building sites without variances, but only if:

1. The use is permitted;
2. The lot has been in separate ownership from abutting lands at all times since it became substandard;
3. The lot was created compliant with official controls in effect at the time; and
4. Sewage treatment and setback requirements of the shoreland controls are met.

(emphasis added). The Beachfront Property has objectively not been in separate ownership from abutting lands at all times since it became substandard, since Joseph Peter owned the Beachfront Property and Lakeview Property which it is contiguous with immediately prior to selling it to the Dotys. Mr. Peter has provided an affidavit stating that, under oath, the County previously informed

⁴² Minn. R. 6120.3300, subp. 2(A).

⁴³ GCZO Art. 31, Sec. 8, Subd. 1 (stating “Only land above the ordinary high water level of public waters can be used to meet lot area standards, and lot width standards must be met at both the ordinary high water level and at the building line.”)

⁴⁴ Minn. R. 6120.3300, Subp. 2a.

him the Beachfront Property was unbuildable, which led him to sell it for only \$10,000.⁴⁵ And, setback requirements from the shoreland controls are similarly not met, as an administrative variance appears to have been approved.

Further, Minn. R. 6120.3300, subp. 2(D) expressly states that “[n]ecessary variances from setback requirements must be obtained before any use, sewage treatment system, or building permits are issued for the lots.” And, DNR’s rules recognize that such variances require hearing before a board of adjustment.⁴⁶ The County’s unexplained conclusion that the parcel exceeds 20,000 square feet is therefore unsupported by the record and directly conflicts with survey information contained in that same record.

(2) The Parcels are Under Common Ownership

The DNR’s Rules explicitly require that if any individual lot in a group of contiguous lots under the same ownership does not meet the lot dimensional requirements, “the lot must not be considered as a separate parcel of land for the purposes of sale or development.”⁴⁷ Instead, “the lot must be combined with the one or more contiguous lots so they equal one or more parcels of land,”⁴⁸ each meeting the relevant dimensional requirements as much as possible. The County’s Zoning Ordinance mirrors this restriction, providing that:

If, in a group of two (2) or more contiguous lots under the same ownership, any individual lot does not meet the requirements of Section 8 of this Article, the lot shall not be considered as a separate parcel of land for purposes of sale or development. The lot shall be combined with the one or more contiguous lots so they equal one or more parcels of land, each meeting the requirements of Section 8 of this Article as much as possible.⁴⁹

As noted above, Joseph Peter owned the Beachfront Property in common with 31649 Lakeview Avenue prior to sale of both parcels to Doty Dev, LLC, Norman Doty, and Tamara Doty. The common ownership of such lots by Mr. Peter meant such lots were to be combined under Minn. R. 6120.3300, subp. 2(D) and Article 31, Section 10, Subdivision 1(A) of the Goodhue County Zoning Ordinance. Under Goodhue County’s Zoning Ordinance, the sale of the Beachfront Property as a separate parcel of land to Doty Dev, LLC was not possible.

Moreover, the Beachfront Property is owned by Doty Dev LLC, while the contiguous parcel addressed 27710 Greens Point Road (PID No. 432100720) is owned by the Tamara R. Doty Trust. Norman D. Doty, Tamara R. Doty, and Doty Dev, LLC jointly commenced litigation against

⁴⁵ See Ex. B.

⁴⁶ Minn. R. 6120.3300, subp. 2(D) (“In evaluating all variances, boards of adjustment shall consider sewage treatment and water supply capabilities or constraints of the lots and shall deny the variances if adequate facilities cannot be provided.”)

⁴⁷ Minn. R. 6120.3300, subp. 2(D).

⁴⁸ Minn. R. 6120.3300, subp. 2(D).

⁴⁹ GCZO Art. 31, Sec. 10, Subd. 1(A).

Joseph Peter in Goodhue County District Court on December 26, 2024.⁵⁰ In the Complaint, the Dotys alleged that “Norman and Tamara Doty are individuals who reside at 27710 Greens Point Road . . .” and that “Doty Dev, LLC is a Minnesota limited liability company with a registered office at 2518 N. Broadway . . .”

Joseph Peter was the previous owner of the Property proposed for development (PID No. 432100730), as well as 31649 Lakeview Avenue (PID No. 430320500). The Dotys, *jointly with Doty Dev, LLC*, sued Mr. Peter regarding the Property at issue in this appeal. The Dotys sought to compel Mr. Peter to sell all of the land outlined in red in the below image to Doty Dev, LLC, Norman Doty and Tamara Doty, while the land outlined in green is owned by the Tamara R. Doty Trust:



In the Complaint, the Dotys stated that “Tamara Doty and Norman Doty, as Chief Manager and President of Doty Dev, LLC, entered into the Amendment to Real Estate Purchase Agreement.” The Goodhue County District Court similarly found that “Plaintiffs Norman and Tamara Doty, and

⁵⁰ Ex. A, Complaint in *Norman D. Doty and Tamara R. Doty and Doty Dev, LLC v. Joseph Peter*, Court File No. 25-CV-24-2535.

their company, Doty Dev, LLC,” were the buyers of PID No. 432100730 in its order for judgment and judgment.⁵¹

Thus, this is not a situation where the parcels are owned by completely separate owners; the parcels are simply owned by different alter egos of the same individuals—Norman Doty and Tamara Doty. This is similar to the logic used by courts to pierce the corporate veil and hold individuals responsible for the acts of a business entity when such persons merely serve as the “alter ego” of the business entity in function.⁵² In refusing to require combination of the nonconforming Beachfront Property, the County also read a requirement that ownership be “identical” into the Zoning Ordinance under finding 5 of the August 14 Findings, which is not supported by the plain language.⁵³ The County’s Zoning Ordinance requires ownership to be the “same.”

It appears specifically calculated that Norman Doty and Tamara Doty purchased 31649 Lakeview Avenue (PID No. 430320500), while Doty Dev, LLC purchased the vacant lot (PID No. 432100730). This was almost certainly an effort to avoid imposition of the substandard lot regulations. However, the relationship between Norman Doty, Tamara Doty, Doty Dev, LLC, and the Tamara R. Doty Trust is undeniable, with the following factors representing only a few that the County should have considered but failed to:

1. 31649 Lakeview Avenue (PID No. 430320500) was purchased by Norman Doty and Tamara Doty at the exact same time as the substandard Beachfront Property was purchased by Doty Dev, LLC (PID No. 432100730).
2. Norman Doty, Tamara Doty, and Doty Dev, LLC jointly commenced litigation against Joseph Peter to compel the sale of contiguous parcels that are at issue in this appeal: (1) 31649 Lakeview Avenue (PID No. 430320500), and (2) the substandard Beachfront Property (PID No. 432100730).
3. Joseph Peter commonly owned 31649 Lakeview Avenue (PID No. 430320500) and the substandard Beachfront Property prior to sale to the Dotys, and the sale of the Beachfront Property is impossible under the Article 12, Section 10, Subdivision 1(A) of the County’s Zoning Ordinance.
4. Norman Doty is the present owner of 31649 Lakeview Avenue (PID No. 430320500), which is contiguous with the substandard Beachfront Property proposed for development.
5. Norman Doty is the President of Doty Dev, LLC. Tamara Doty is the Chief Manager of Doty Dev, LLC.
6. Another lot contiguous with the substandard Beachfront Property, 27710 Greens Point Rd (PID No. 432100720) is owned by the Tamara R. Doty Trust.

⁵¹ Ex. C, Order for Judgment and Judgment in *Norman D. Doty and Tamara R. Doty and Doty Dev, LLC v. Joseph Peter*, Court File No. 25-CV-24-2535.

⁵² *Hoyt Properties, Inc. v. Prod. Res. Group, L.L.C.*, 736 N.W.2d 313, 318 (Minn. 2007).

⁵³ See Ex. G at 2-3.

7. The Tamara R. Doty Trust's owner address is 31649 Lakeview Avenue—property that Norman Doty owns.
8. Norman Doty is a trustee of the Tamara R. Doty Trust.

It is inexplicable to conclude that the concept of common ownership is defeated given the above facts and simply because the title to the substandard Beachfront Property is held by a business entity owned and operated by the same individuals that own the contiguous parcels. The County's conclusion that the contiguous properties are not commonly owned is an absurd result and defeats the clear intent of the DNR's shoreland regulations, which disfavor building on substandard shoreland lots and require that lots commonly owned be combined, rather than developed. Here, not only is the substandard Beachfront Property contiguous with 27710 Greens Point Road, which is owned by the Dotys, it is also contiguous with 31649 Lakeview Avenue, which is also owned by the Dotys.

It is fundamentally unfair, unreasonable and contrary to the spirit of the DNR's shoreland regulations to conclude such lots are not in common ownership given the degree of relation between Doty Dev, LLC, the Tamara R. Doty Trust, Norman Doty, and Tamara Doty. The County's decision also sets the precedent that property owners can avoid imposition of the required lot combination provision under the Shoreland regulations by simply holding title to one of the properties in a shell business entity. Common sense and fairness dictates that the properties are commonly owned and should be combined.

(3) The County's Findings Overlook Evidence that the Property has Historically Been Regarded as Unbuildable

Former property owner Joseph Peter, whom the Dotys sued to compel sale of the Property, submitted a sworn affidavit stating that County officials advised him that the parcel could not be developed because of shoreline restrictions, bluff setbacks, floodplain limitations, and lot-area deficiencies.⁵⁴ According to the affidavit, those representations directly influenced the property's valuation and eventual sale. The County's complete reversal of position heightens the need for a transparent public hearing and thorough Board review. The findings letter contains no discussion of this history and no explanation for why the County now reaches the opposite conclusion.

e. Error in Determining and Failing to Require Permitting or Review for Construction Within the Flood Fringe

The County has also appeared to permit significant filling and construction of a significant retaining wall within a special flood hazard area without appropriate permitting. The Beachfront Property is located in Zone AE according to FEMA's flood insurance rate maps and therefore located within the County's Flood Fringe District under Article 32, Section 3, Subdivision 1(B) of the County's Zoning Ordinance:

⁵⁴ See Ex. B.



The record demonstrates that the proposed development is not limited to construction of a residence elevated above the Regulatory Flood Protection Elevation. Rather, the application expressly proposes extensive earthwork, including placement of fill and construction of a structural retaining wall within the Flood Fringe District. The building permit application states that the "site [is] to be filled to bring the structure above flood regulations," and the approved plans depict a substantial retaining wall intended to contain the fill supporting the elevated building pad. The County itself acknowledged that the retaining wall is a structural wall exceeding four feet in height and is designed to hold in place the fill upon which the residence will be constructed.

The County nonetheless treated the fill as automatically permissible because it would be used to elevate the proposed residence. In doing so, however, the County failed to apply and enforce several provisions of Article 32 governing floodplain development. Article 32 provides that no structure shall be located and no land used within the floodplain without full compliance with the floodplain ordinance and all other applicable regulations. The ordinance further recognizes that floodplain development encompasses activities beyond construction of buildings and specifically regulates placement of fill and other encroachments within floodplain areas.

Most importantly, Section 5 requires review whenever substantial quantities of fill are placed within the Flood Fringe District. While fill used to elevate a structure may be a permitted elevation method, the Zoning Ordinance separately provides that the cumulative placement of more than 1,000 cubic yards of fill on a parcel is allowable only through a conditional use permit process unless the County makes the requisite findings regarding the nature and quantity of the fill. The Zoning Ordinance further requires submission of an erosion and sedimentation control plan when more than 1,000 cubic yards of fill or similar material is placed within the floodplain and mandates review of the impacts of such fill on floodplain functions and flood hazards.

The County never determined how much fill would be imported to the site, never calculated the volume of fill necessary to create the elevated building pad depicted on the approved plans, and never analyzed whether the amount exceeded the 1,000-cubic-yard threshold that would trigger additional review and permitting requirements. Instead, it simply concluded that "the home will be elevated to the RFPE using fill which is allowed as long as the purpose of the fill is to elevate a structure." That conclusion effectively reads out of the ordinance the provisions governing large-

scale fill placement in the Flood Fringe District. Nothing in Article 32 exempts all fill associated with an elevated building pad from further floodplain review regardless of volume or floodplain impacts.

Likewise, the County failed to evaluate the floodplain consequences of the proposed retaining wall. The approved plans show a substantial structural wall constructed specifically to retain floodplain fill and create an elevated development platform. The County acknowledged that the wall is structural and is intended to hold back the fill supporting the residence. Yet there is no indication in the record that the County evaluated whether the retaining wall constitutes a floodplain encroachment, whether it could affect flood storage capacity, alter flood flows, or otherwise impact floodplain hydraulics. Article 32 expressly requires floodplain uses and developments to avoid adverse impacts on floodplain capacity and recognizes that floodplain fill and structural encroachments require review because of their potential effects on flood behavior.

The need for such review is underscored by the purpose of the floodplain ordinance itself. Article 32 was adopted to minimize flood losses, protect public safety, and maintain compliance with National Flood Insurance Program requirements. Federal floodplain management standards similarly require permits for floodplain development activities, including filling and grading, so that communities can evaluate whether proposed improvements will adversely affect flood conditions. By approving significant fill and a structural retaining wall without determining the amount of fill involved, without requiring any hydrologic or erosion-control analysis, and without addressing the floodplain impacts of the retaining wall, the County failed to conduct the review required by its own ordinance.

Accordingly, the Board of Adjustment should conclude that the County's approval was premature and unsupported by the findings required under Article 32. At a minimum, the matter should require determination of the volume of fill, evaluation of whether the proposed work exceeds the ordinance thresholds triggering additional floodplain permitting, and review of the retaining wall and associated fill for compliance with all applicable floodplain development standards.

V. Conclusion

For all of the reasons set forth above, Appellant respectfully requests that the Board of Adjustment reverse the August 14, 2026 findings and conclusions, vacate the approvals dependent upon those findings, and require that any requested variances or departures from ordinance standards proceed through the formal public hearing process required by Minnesota law and the Goodhue County Zoning Ordinance.

Sincerely,



Craig W. Hardie, for
Larkin Hoffman

Direct Dial: (952) 896-1559

Direct Fax: (952) 842-1713

Email: chardie@larkinhoffman.com

cc: Megan Smith, Land Use Management Director (megan.smith@goodhuecountymn.gov)

Executive Summary

Appeal of August 14, 2026 Zoning Determination

Property: Parcel No. 43.210.0730, adjacent to 27710 Greens Point Road, Wacouta Township (the “Beachfront Property”)

- This appeal challenges the August 14, 2026 administrative findings approving construction of a residence on a highly constrained parcel located within regulated shoreland, floodplain, and bluffland areas.
- The project requires substantial fill, a structural retaining wall, and a new septic system with significantly reduced setbacks. Nevertheless, the County approved the project administratively, without formal variance proceedings before the Board of Adjustment and without resolving material questions regarding the parcel’s buildability, bluff setback, grading and filling, and floodplain compliance.
- The Appellant respectfully requests that the Board reverse the administrative determination, vacate the approvals dependent upon it, and require the applicant to proceed through all applicable public hearing and permitting processes.

1. The SSTS setback variance required Board review.

- The proposed new septic system for the Beachfront Property depends upon reducing the structure setback to approximately 16 feet and the property-line setback to one foot. The application itself indicates that a property-line setback variance requires the affected adjoining owner’s signature, but adjoining owner Mark Warrington did not consent. The application instead contains a signature on behalf of unidentified “township property.”
- More fundamentally, the County’s limited authority to administratively adjust setbacks applies only to a replacement SSTS. This project involves a new system serving a newly constructed residence. Minnesota Statutes section 394.27, subdivision 7, gives the Board of Adjustment exclusive authority to grant variances from official controls, and Minnesota Rule 6120.3300 specifically contemplates Board review of necessary SSTS setback variances before building or sewage-treatment permits are issued.
- The record does not show that the required public notice, hearing, findings, or variance analysis occurred. The applicant also failed to provide evidence addressing the statutory practical-difficulties factors or demonstrating that the requested relief would not adversely affect neighboring property, public health, or surface and groundwater.

2. Compliance with the 30-foot bluff setback has not been established.

- The County determined that the proposed retaining wall would be exactly 30 feet from the toe of the bluff. That conclusion is critical because the retaining wall

exceeds four feet in height, will retain the fill supporting the residence, and qualifies as a “structure” subject to the County’s 30-foot setback.

- The current record, however, contains no licensed survey or reliable field measurement establishing the location of the toe of the bluff or the wall’s distance from it. Instead, the County appears to have relied on an applicant-prepared aerial image containing approximate handwritten lines. The County’s own Land Use Management Director acknowledged that prior fill, riprap, debris, and other alterations make the toe difficult to identify.
- County GIS measurements and other survey information indicate that portions of the proposed wall may be substantially closer than 30 feet to the bluff. The applicant’s own survey places an existing concrete base, the edge of which is at the toe of the bluff, approximately 12 feet from the proposed wall.
- Because the County Ordinance requires the toe of the bluff to be certified by a licensed Minnesota land surveyor or the Zoning Administrator, the Board should require an independent, field-certified determination before deciding whether the project complies or requires a variance.

3. The County did not establish that the parcel satisfies minimum lot standards.

- The County concluded that the parcel exceeds 20,000 square feet and qualifies as a buildable shoreland lot. The applicant’s survey, however, identifies approximately 10,454 square feet above the ordinary high-water level in the portion proposed for residential development, plus a separate 9,147-square-foot area consisting of bluffland.
- The County could reach an area exceeding 20,000 square feet only by including land below the ordinary high-water level. Minnesota Rule 6120.3300 and the County’s Shoreland Ordinance expressly provide that only land above the ordinary high-water level may be used to satisfy minimum lot-area requirements.
- The parcel also has approximately 33 feet of width at the ordinary high-water level, far below the 100-foot requirement for an unsewered riparian lot on a general development lake.
- The exception for a preexisting substandard lot is unavailable because such a lot must have remained in separate ownership from abutting lands since becoming substandard and must satisfy sewage-treatment and setback requirements.
- The record indicates that the Beachfront Property and an adjoining parcel located along Lakeview Avenue were previously owned together by Joseph Peter. The lots are currently owned by the Dotys, despite legal title being held on various different names and entities.
- Further, the project requires SSTs setback relief that was not granted through a Board proceeding. Former owner Joseph Peter has also submitted a sworn affidavit stating that County officials historically regarded the parcel as unbuildable because of shoreline, bluff, floodplain, and lot-area constraints. The County’s reversal of that position was not explained in its findings.

4. The lot-combination requirement cannot be avoided merely through nominally different ownership.

- The shoreland regulations provide that a nonconforming lot within a group of contiguous lots under the same ownership may not be separately developed and must be combined with adjoining lots to satisfy dimensional requirements as much as possible.
- The County concluded that the parcels were not in “identical ownership,” but the Ordinance uses the term “same ownership,” not “identical ownership.” The County applied an unsupported standard and failed to consider the actual relationship among Doty Dev, LLC, Norman and Tamara Doty, and the Tamara R. Doty Trust.
- The record reflects that the related parcels were acquired through a coordinated transaction and litigation; Norman Doty serves as president of Doty Dev, LLC; Tamara Doty serves as its chief manager; and another contiguous parcel is held by the Tamara R. Doty Trust.
- Treating those ownership arrangements as wholly unrelated would permit shoreland lot-combination requirements to be circumvented simply by placing title in affiliated entities. At minimum, the Board should independently examine whether the parcels are under common ownership for purposes of the Ordinance.

5. Required grading, filling, and floodplain review did not occur.

- The residence on the Beachfront Property will be constructed on fill retained by a structural wall within the Flood Fringe District. Yet the County did not determine the quantity of fill, evaluate whether it would exceed the 1,000-cubic-yard threshold for additional review, require an erosion and sediment-control plan, or analyze the effects of the fill and retaining wall on drainage, flood storage, flood flows, slope stability, or neighboring properties.
- The County instead concluded generally that fill is permissible when used to elevate a structure. That conclusion does not address the Ordinance’s separate requirements governing the quantity and effects of floodplain fill.
- Minnesota’s shoreland standards likewise require evaluation of grading and filling, erosion controls, slope stability, wetland and public-water impacts, and potentially required state or federal approvals. The August 14 findings do not demonstrate that these requirements were considered before permits were issued.

6. Requested Action

The Board should:

- Reverse the August 14, 2026 administrative findings;
- Vacate or suspend the approvals and permits dependent upon those findings;

- Require formal Board proceedings for all necessary SSTs, bluff-setback, and other variances;
- Require a licensed surveyor or qualified County official to certify the toe of the bluff and applicable setback;
- Require verified calculations of lot area above the ordinary high-water level and lot width at the required locations;
- Determine whether the lot-combination requirements apply based on the parcels' ownership history and affiliated ownership; and
- Require complete grading, filling, erosion-control, and floodplain review before further development proceeds.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF GOODHUE

FIRST JUDICIAL DISTRICT

Norman D. and Tamara R. Doty and
Doty Dev, LLC, a Minnesota limited
liability company,

Plaintiffs,

vs.

Joseph Peter,

Defendant.

Case Type: Breach of Contract

Court File No: _____

COMPLAINT

Plaintiffs, Norman D. and Tamara R. Doty and Doty Dev, LLC (collectively referred to herein as “Dotys”) for their complaint against Defendant Joseph Peter, (“Defendant”), states and alleges the following:

PARTIES

1. Norman and Tamara Doty are individuals who reside at 27710 Greens Point Road in Red Wing, Goodhue County, Minnesota 55066. The Dotys are Minnesota residents and bring this action in the proper venue as the subject matter of the dispute and the property at issue are located in Goodhue County.

2. Doty Dev, LLC is a Minnesota limited liability company with a registered office at 2518 N. Broadway in Rochester, Minnesota 55906.

3. Defendant is a sophisticated and experienced buyer and seller of real estate with extensive experience managing and transacting real property either directly or through his ownership interest in his investment company, J Peter Investments, LLC, a Minnesota limited liability company with property holdings located at the following addresses:

Joe’s Auto & Tire – Rochester
1420 Civic Center Drive NW
Rochester, MN 55901

Joe’s Auto & Tire – Winona
1252 Service Drive
Winona, MN 55987

909-923 6th Street NW
Rochester, MN 55901

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4. In addition to his commercial real estate investment property holdings, Defendant owns and operates several residential properties throughout Minnesota, including the following:

Primary Residence – 50 Acres	VRBO Rental Property	Lake Front Property
2420 65 Street NE	412 South Lakeshore Drive	31649 Lakeview Avenue
Rochester, MN 55906	Lake City, MN 55041	Red Wing, MN 55066
		Parcel #430320500

Vacant Lot
Wacouta Township, Goodhue County,
Red Wing, MN 55066
Parcel #432100730

5. Defendant's real estate portfolio includes multiple residential and commercial properties across Minnesota, reflecting his active engagement in real estate investment and management.

6. Defendant's real estate holdings and activities demonstrate a level of knowledge and understanding of real estate contracts, financial obligations, real estate closing obligations and real estate transactional processes beyond that of an average individual with no such experience.

7. Defendant also owns a residential property located at 31649 Lakeview Avenue in Wacouta Township, Goodhue County, Red Wing, Minnesota 55066 legally described as:

PARCEL #1 ID: 430320500

Legal Description: SECT-32 TWP-113 RANGE-013 ID# 43-0000-01000 PART OF GOV LOT 2 SEC 32 113 13 BEG AT SW COR OF LOT 4 BLK 5 WACOUTA BEACH E 120 FT N 191 FT NW TO W LINE LOT 4 S 233 FT TO BEG FORMERLY

8. Defendant owns a vacant lot located in Wacouta Township, Goodhue County, Red Wing, Minnesota legally described as:

PARCEL #2 ID: 432100730

Legal Description: SECT-32 TWP-113 RANGE-014 WACOUTA BEACH DOC#649592 PT OF LOT A BLK 6 PT OF VAC PLEASANT AVE & PT OF VAC LOTS 2 3 4 & 5 BLK 5 PT OF BEACH SEE DOC #352379 REC 5 14 92 EX PT OF VAC

Real Estate Purchase Agreement #1

9. On or about October 8, 2024, Norman and Tamara Doty entered into a Real Estate Purchase Agreement (“Purchase Agreement #1”) for the purchase of real property located at 31649 Lakeview Avenue in Wacouta Township, Goodhue County, Red Wing, Minnesota 55066 and legally described in the Purchase Agreement #1 as:

PARCEL #1 ID: 430320500

Legal Description: SECT-32 TWP-113 RANGE-013 ID# 43-0000-01000 PART OF GOV LOT 2 SEC 32 113 13 BEG AT SW COR OF LOT 4 BLK 5 WACOUTA BEACH E 120 FT N 191 FT NW TO W LINE LOT 4 S 233 FT TO BEG FORMERLY

(the “Subject Property #1). Attached hereto and incorporated herein as **Exhibit A** is a true and correct copy of Purchase Agreement #1.

10. Purchase Agreement #1 identifies Norman D. Doty and Tamara R. Doty as the “Buyer” of the Subject Property #1. (**Exhibit A, ¶ 1**)

11. Purchase Agreement #1 identifies Defendant as “Seller” of the Subject Property #1. (**Exhibit A, ¶ 1**)

12. Purchase Agreement #1 identifies the “Property Information” for the sale of “31649 Lakeview Ave, Red Wing, MN 55066” with the legal description provided. (**Exhibit A, ¶ 2**)

13. Purchase Agreement #1 identifies the “Purchase Price” for Subject Property #1 as One Million Two Hundred Ninety Thousand Dollars and Zero Cents (\$1,290,000.00). (**Exhibit A, ¶ 3**)

14. Purchase Agreement #1 identifies the “Financing Terms” for the real estate sale transaction. (**Exhibit A, ¶ 4**)

15. Purchase Agreement #1 identifies the “Earnest Money Amount” of “\$50,000” to be deposited three days after acceptance of the agreement. (**Exhibit A, ¶ 5**)

16. Purchase Agreement #1 identifies the financing contingency and specifies that the Dotys will obtain financing, and the appraised value of the Subject Property #1 was required to be “greater than or equal to the purchase price”. (**Exhibit A, ¶ 6**) The subsequent appraisal satisfied this condition.

17. Purchase Agreement #1 identifies the “Closing Date” as “December 1, 2024” with the “Title Company/Closing Agent: Knight Barry Title, 433 West 3rd Street, Red Wing, MN 55066 with “Buyer to pay purchase-related costs, Seller to pay seller-related costs”. (**Exhibit A, ¶ 7**)

18. Purchase Agreement #1 identifies that tax and other prorations shall be the closing Date of December 1, 2024. (**Exhibit A, ¶ 8**)

19. Purchase Agreement #1 identifies terms and conditions related to personal property to be included in the sale and contains Attachment B which is a “List of Personal Property Included in Sale” and specifies a specific list of Defendant’s “personal property are included as part of the sale of the property located at 31649 Lakeview Avenue, Red Wing, MN 55066 with the initials of Defendant and of the Dotys. (**Exhibit A, ¶ 9 and Attachment B**)

20. Purchase Agreement #1 identifies that possession of Subject Property #1 would transfer from the Defendant to the Dotys on December 1, 2024. (**Exhibit A, ¶ 11**)

21. Defendant, as “Seller”, and the Dotys, as “Buyers” signed Purchase Agreement #1 on October 8, 2024. (**Exhibit A, ¶ 13**)

Real Estate Purchase Agreement #2

22. On or about October 8, 2024, Doty Dev, LLC entered into a Real Estate Purchase Agreement (“Purchase Agreement #2) for the purchase of real property consisting of a vacant beachfront lot located in Wacouta Township, Goodhue County, Red Wing, Minnesota legally described in the Purchase Agreement #2 as:

PARCEL #2 ID: 432100730

Legal Description: SECT-32 TWP-113 RANGE-014 WACOUTA BEACH
DOC#649592 PT OF LOT A BLK 6 PT OF VAC PLEASANT AVE & PT OF
VAC LOTS 2 3 4 & 5 BLK 5 PT OF BEACH SEE DOC #352379 REC 5/14/92
EX PT OF VAC

("Subject Property #2). Attached hereto and incorporated herein as **Exhibit B** is a true and correct copy of the Purchase Agreement #2.

23. Purchase Agreement #2 identifies Doty Dev, LLC, a Minnesota limited liability company as the "Buyer" of the Subject Property #2. (**Exhibit B, ¶ 1**)

24. Purchase Agreement #2 identifies Defendant as "Seller" of the Subject Property #2. (**Exhibit B, ¶ 1**)

25. Purchase Agreement #2 identifies the "Property Information" for the sale of "Vacant beachfront lot, Wacouta Township, Goodhue County, Red Wing, MN" with the legal description provided. (**Exhibit B, ¶ 2**)

26. Purchase Agreement #2 identifies the "Purchase Price" for Subject Property #2 as Ten Thousand Dollars and Zero Cents (\$10,000.00). (**Exhibit B, ¶ 3**)

27. Purchase Agreement #2 identifies the "Financing Terms" for the real estate sale transaction. (**Exhibit B, ¶ 4**)

28. Purchase Agreement #2 identifies the "Earnest Money Amount" of "0.00". (**Exhibit B, ¶ 3**)

29. Purchase Agreement #2 identifies the financing contingency and specifies that the Doty Dev, LLC will obtain financing, and the appraised value of the Subject Property #2 was required to be "greater than or equal to the purchase price". (**Exhibit B, ¶ 4, 6**) The subsequent appraisal satisfied this condition.

30. Purchase Agreement #2 identifies the “Closing Date” as “December 1, 2024” with the “Title Company/Closing Agent: Knight Barry Title, 433 West 3rd Street, Red Wing, MN 55066 with “Buyer to pay purchase-related costs, Seller to pay seller-related costs”. (**Exhibit B, P 7**)

31. Purchase Agreement #2 identifies that tax and other prorations shall be the closing Date of December 1, 2024. (**Exhibit B, P 8**)

32. Purchase Agreement #2 identifies that possession of Subject Property #2 would transfer from the Defendant to Doty Dev, LLC on December 1, 2024. (**Exhibit B, P 11**)

33. Defendant, as “Seller”, and the Doty Dev, LLC, through its Chief Manager and President, Norman Doty, as “Buyer” signed Purchase Agreement #2 on October 8, 2024. (Exhibit B, P 13)

Between October 8, 2024 and November 6, 2024

34. After signing the Purchase Agreement #1 and Purchase Agreement #2, on October 8, 2024 and in reliance thereon, between October 15-16, 2024, the Dotys scheduled and participated in an in-person walkthrough appraisal for the sale of their property and coordinated the appraisal of the Subject Property #1 for a lender required financing appraisal by a representative from City Wide Appraisals.

35. On or about October 25, 2024, Defendant contacted Mr. Doty to have a conversation about the agreed upon combined purchase price of One Million Three Hundred Thousand Dollars (\$1,300,000) for the sale of Subject Property #1 and Subject Property #2. Despite having signed Purchase Agreement #1 and Purchase Agreement #2, the Defendant demanded to modify Purchase Agreement #1 and Purchase Agreement #2 by increasing the total purchase price.

36. On or about October 28, 2024, the earnest money deposit of Fifty Thousand Dollars and Zero Cents (\$50,000.00) was deposited with Knight Barry Title United LLC at 433 West Third

Street in Red Wing, MN 55066. Attached hereto and incorporated herein as **Exhibit C** is a true and correct copy of the earnest money deposit check received by Knight Barry Title United LLC.

37. Between October 25, 2024 and November 6, 2024, Defendant and Mr. Doty continued to discuss and negotiate Defendant's demands to increase the total purchase price of Subject Property #1 and Subject Property #2.

38. On November 6, 2024, Defendant and the Dotys and Doty Dev, LLC reached an renegotiated agreement to modify the total combined price term of Purchase Agreement #1 and Purchase Agreement #2 for a total combined purchase price of One Million Three Hundred Thirty-Eight Thousand Five Hundred Dollars and Zero Cents (\$1,338,500.00), an increase of Thirty-Eight Thousand Five Hundred Dollars (\$1,338,500.00) of additional consideration.

The Amendment to Purchase Agreement #1 and Purchase Agreement #2

39. On or about November 6, 2024, Norman and Tamara Doty and Norman Doty, as Chief Manager and President of Doty Dev, LLC entered into the Amendment to Real Estate Purchase Agreement. Attached hereto and incorporated herein as **Exhibit D** is a true and correct copy of the Amendment to Real Estate Purchase Agreement (the "Amendment").

40. The Amendment identifies the "Amended Total Purchase Price: \$1,338,500.00" based on the re-negotiations that took place between the Defendant and Mr. Doty between October 25, 2024 and November 6, 2024. (**Exhibit D, P 1**)

41. The November 6, 2024 Amendment updates the purchase price inclusive of Parcel 1 and Parcel 2 as described in Purchase Agreement #1 and Purchase Agreement #2. (**Exhibit D, P 1**)

42. All terms, conditions, and obligations in Purchase Agreement #1 and Purchase Agreement #2 remained in full force and effect pursuant to the Amendment. (**Exhibit D, P 2**)

43. On or about November 6, 2024, Norman and Tamara Doty and Norman Doty, as Chief Manager and President of Doty Dev, LLC and signed the Amendment as Buyers. (**Exhibit D**)

44. On or about November 6, 2024, Defendant signed the Amendment as Seller. (**Exhibit D**)

45. As of November 6, 2024, at the time of the Amendment, the earnest money deposit of Fifty Thousand Dollars and Zero Cents (\$50,000.00) was on account with Knight Barry Title United LLC and no additional earnest money was required by the Amendment.

Between November 6, 2024 and the Scheduled Closing

46. On November 7, 2024, Foresight Bank, the lender for Buyers' financing, proposed the closing date of Monday, December 2, 2024, and the closing date was revised by agreement from Sunday, December 1, 2024 to Monday, December 2, 2024.

47. Defendant was notified of the December 2, 2024 closing date by Knight Barry Title United LLC who confirmed that Defendant could sign closing documents remotely for the scheduled December 2, 2024 closing.

48. After the Amendment was signed on November 6, 2024 the Dotys undertook the following steps in preparation for purchasing Subject Property #1 and Subject Property #2:

- a. Began preparations to sell their home at 27710 Greens Point Road;
- b. Scheduled termination of internet, tv, and phone services at their home at 27710 Greens Point Road with their service provider, HBC, Inc.;
- c. Scheduled commencement of internet, tv, and phone services for their possession of Subject Property #1 as of December 2, 2024;
- d. Scheduled termination of gas and electricity services at their home at 27710 Greens Point Road;
- e. Scheduled commencement of gas and electricity services for their possession of Subject Property #1 as of December 2, 2024;

- f. Scheduled termination of garbage collection services at their home at 27710 Greens Point Road;
- g. Scheduled commencement of garbage collection services for their possession of Subject Property #1 as of December 2, 2024;
- h. Canceled snow removal service at their home at 27710 Greens Point Road;
- i. Scheduled snow removal service to commence on December 2, 2024 after scheduled possession of Subject Property #1;
- j. Confirmed that a septic inspection at Subject Property #1 had been completed;
- k. Ordered furniture for their possession of Subject Property #1 as of December 2, 2024;
- l. Organized insurance policy coverage matters for their possession of Subject Property #1 and Subject Property #2; and
- m. Scheduled movers for their planned December 2, 2024 possession of Subject Property #1.

49. After the Amendment was executed on November 6, 2024, Defendant notified the Dotys that he scheduled the cancellation of the gas and electric services and the property insurance in his name at Subject Property #1 and Defendant forwarded text messages to the Dotys confirming such so that the Dotys could rely on those cancellations to schedule those services in their names to be effective after the scheduled closing. Attached hereto and incorporated herein as **Exhibit E** are copies of the text messages.

50. On or about November 25, 2025 at 8:36 a.m., Barry Knight Title United LLC notified Defendant of the earnest money deposit in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) received from the Dotys on or about October 28, 2024. Attached hereto and incorporated herein as **Exhibit F** is a true and correct copy of the email notification to Defendant.

51. On November 26, 2024, one week prior to the scheduled closing date, the Dotys participated in a 58-minute virtual walkthrough of Subject Property #1 with Defendant during

which Defendant actively discussed matters involving the Doty's possession of Subject Property #1 and Subject Property #2 including septic matters, dock removal matters, furniture matters and other matters related to the scheduled transfer of possession from Defendant to the Dotys.

52. Despite having numerous communications via phone, text and/or email with the Dotys between October 28, 2024 and December 1, 2024, Defendant never inquired about, complained about or objected to the earnest money deposit of Fifty Thousand Dollars and Zero Cents (\$50,000.00) received by Knight Barry Title United LLC from the Dotys on or about October 28, 2024.

53. In preparation for the closing scheduled for December 2, 2024, Knight Barry Title United LLC prepared a package of documents to be executed by the Defendant including the following documents:

- a. MN eCRV – Seller (Electronic Certificate of Real Estate Value;
- b. Seller's Closing Statement;
- c. Closing Affidavit and Agreement – Seller;
- d. Substitute Form 1099-S;
- e. Seller Certificate of Non-Foreign Status;
- f. Warranty Deed – Individual to Business Entity for Subject Property #2;
- g. Sewage Disclosure Form; and
- h. Proceeds – Authorization and Direction to Distribute.

Attached hereto and incorporated herein as **Exhibit G** are true and correct copies of documents prepared by Knight Barry Title United LLC to be signed by Defendant at the scheduled closing on December 2, 2024.

54. On Saturday, November 30, 2024 at 8:19:58 p.m., Defendant sent an email to Buyers indicating his intention to cancel Purchase Agreement #1 for the sale of Subject Property

#1 located at 31649 Lakeview Ave., Red Wing, MN 55066. Attached hereto and incorporated herein as **Exhibit H** is a true and correct copy of Defendant's email.

55. On Sunday, December 1, 2024 at 1:31 p.m., Defendant sent an email to the Dotys stating that he was taking some time to consider the real estate sale transactions and that he would follow-up with us later that evening. The Dotys did not hear back from Joseph Peter on December 1, 2024 and subsequently sent an email to Joseph Peter on December 1, 2024 at 9:28 p.m. confirming that they have taken steps in preparation for the scheduled closing on the morning of December 2, 2024. Attached hereto and incorporated herein as **Exhibit I** is a true and correct copy of Defendant's email.

56. On Monday, December 2, 2024 at 9:49:20 a.m., ten minutes before the scheduled closing time, Defendant sent an email to Buyers confirming his intention to cancel Purchase Agreement #1 and Purchase Agreement #2 and confirming that was "not moving forward with [sic] property closing". Attached hereto and incorporated herein as **Exhibit J** is a true and correct copy of Defendant's email.

57. On Monday, December 2, 2024 at approximately 10:00 a.m., Norman and Tamara Doty presented themselves at the offices of Knight Barry Title United LLC for the scheduled closing of Subject Property #1 pursuant to Purchase Agreement #1 and the Amendment thereto.

58. On Monday, December 2, 2024 at approximately 10:00 a.m., Norman Doty, as Chief Manager and President of Doty Dev, LLC presented himself at the offices of Knight Barry Title United LLC for the scheduled closing of Subject Property #2 pursuant to Purchase Agreement #2 and the Amendment thereto.

59. On Monday, December 2, 2024, Norman and Tamara Doty signed and executed all documents provided to them by Knight Barry Title United LLC for the closing of the Subject

Property #1 pursuant to Purchase Agreement #1 and the Amendment thereto including the following documents:

- a. Closing Affidavit and Agreement – Buyer;
- b. Direction to Take Title as Joint Tenants or as Tenancy in Common;
- c. Closing Disclosures;
- d. Alta Settlement Statement;
- e. Adjustable Rate Note;
- f. Notice Regarding Furnishing of Negative Information;
- g. Addendum to Loan Application – Homestead;
- h. Flood Insurance Coverage Subject to Change Disclosure; and
- i. Waiver of Escrow.

Attached hereto and incorporated herein as **Exhibit K** are true and correct copies of documents prepared by Knight Barry Title United LLC and signed by the Dotys at the scheduled closing on December 2, 2024.

60. As of December 2, 2024, after signing the closing documents presented to them by Knight Barry Title United LLC, the Dotys were ready, willing, and able Buyers who had fulfilled all of their contractual obligations pursuant to Purchase Agreement #1 and Purchase Agreement #2 and the Amendment with the exception of the final transfer of the purchase price balance because Defendant failed to appear for the closing.

61. Defendant failed to appear at Knight Barry Title United LLC for the scheduled closing and Defendant failed to sign any of the necessary closing documents and Defendant failed to transfer title and possession of Subject Property #1 and Subject Property #2 to the Dotys.

62. On December 3, 2024, a day after the scheduled closing, Defendant attempted to serve two purported Notice of Cancellation of Purchase Agreement documents on the Dotys.

Attached hereto and incorporated herein as **Exhibit L** is a true and correct copy of the purported Notice of Cancellation of Purchase Agreement for “Parcel #1” (Subject Property #1). Attached hereto and incorporated herein as **Exhibit M** is a true and correct copy of the purported Notice of Cancellation of Purchase Agreement for “Parcel #2” (Subject Property #2). Attached hereto and incorporated herein as **Exhibit N** is a true and correct copy of the Fed Ex delivery confirmation dated December 3, 2024 of the purported Notices of Cancellation of Purchase Agreements.

63. Defendant claimed in the purported Notice of Cancellation of Purchase Agreement for “Parcel #1” identified as 31649 Lakeview Ave, Red Wing, MN 55066 which is Subject Property #1 that the “buyer failed to deposit earnest money by October 11, 2024”. (**Exhibit L**)

64. Defendant claimed in the purported Notice of Cancellation of Purchase Agreement for “Parcel #2” misidentified as 31649 Lakeview Ave, Red Wing, MN 55066 which is not Subject Property #2 but is instead Subject Property #1, that the “buyer failed to deposit earnest money by October 11, 2024”. (**Exhibit M**)

65. Defendant’s purported Notice of Cancellation of Purchase Agreement for “Parcel #1” is defective for the following reasons:

- a. The purported notice was not personally served or otherwise served in strict compliance with Minn. Stat. §559.21;
- b. The purported notice incorrectly references “the Purchase Agreement dated 10/02/2024” when Purchase Agreement #1 is dated October 8, 2024;
- c. The purported notice incorrectly states that the default or unfulfilled condition that existed was that the earnest money was not timely deposited;
- d. There was no unfulfilled condition for Purchase Agreement #1 involving Parcel #1 because the earnest money was deposited with Knight Barry Title United LLC on October 28, 2024 without any objection from Defendant;
- e. There was no unfulfilled condition for Purchase Agreement #1 involving Parcel #1 because the earnest money was deposited with Knight Barry Title United LLC on October 28, 2024 before Defendant renegotiated the purchase price for Purchase

Agreement #1 and the earnest money was on deposit within 3 days of the Amendment being signed by Defendant on November 6, 2024;

- f. The notice incorrectly states that there was a “[f]ailure to conform the purchase to the appraised as previously discussed and agreed to between the parties” when neither Purchase Agreement #1 nor the Amendment contain any term, condition, or provision that the parties would modify the purchase price or Purchase Agreement #1 based on the lender’s appraisal for financing purposes; and
- g. The purported notice was not timely served on the Dotys as it was served one day after the scheduled closing.

66. Defendant’s purported Notice of Cancellation of Purchase Agreement for “Parcel #2” is defective for the following reasons:

- a. The purported notice was not personally served or otherwise served in strict compliance with Minn. Stat. §559.21;
- b. The purported notice incorrectly references “the Purchase Agreement dated 10/02/2024” when Purchase Agreement #1 is dated October 8, 2024;
- c. The purported notice incorrectly references the property as “31649 Lakeview Ave, Red Wing, MN 55066” when in fact Parcel #2 is the vacant beachfront lot that is identified in Purchase Agreement #2;
- d. The notice incorrectly identifies “Norman D. Doty & Tamara R. Doty” as purchasers of Parcel #2 when in fact Doty Dev, LLC is the purchaser of Parcel #2 identified in Purchase Agreement #2;
- e. The purported notice incorrectly states that the default or unfulfilled condition that existed was that the earnest money was not timely deposited;
- f. There was no unfulfilled condition for Purchase Agreement #2 involving Parcel #2 because Purchase Agreement #2 does not require any earnest money deposit;
- g. The notice incorrectly states that there was a “[f]ailure to conform the purchase to the appraised as previously discussed and agreed to between the parties” when neither Purchase Agreement #2 nor the Amendment contain any term, condition, or provision that the parties would modify the purchase price or Purchase Agreement #2 based on the lender’s appraisal for financing purposes;
- h. The purported notice was not served on Doty Dev, LLC; and
- i. The purported notice was not timely served on Doty Dev, LLC as it was delivered one day after the scheduled closing.

67. Even though Defendant's purported notices of cancellation are procedurally and substantively defective and legally ineffective, the notice of cancellation documents signed by and sworn to by Defendant confirms Defendant's understanding that Purchase Agreement #1 and Purchase Agreement #2 were valid and enforceable contracts for the sale of Subject Property #1 a/k/a Parcel 1 and Subject Property #2 a/k/a Parcel 2.

68. On December 11, 2024, counsel for the Dotys and Doty Dev, LLC sent a letter to Defendant notifying him of the defective nature of his purported Notices of Cancellation of Purchase Agreements for Subject Property #1 and Subject Property #2. Attached hereto and incorporated herein as **Exhibit O** is a true and correct copy of the letter sent to Defendant.

69. Despite being required by Purchase Agreement #1 and the Amendment, Defendant failed to appear at the offices of Knight Barry Title United LLC on or before December 2, 2024 for the scheduled closing on the sale of Subject Property #1.

70. Defendant failed to sign the real estate closing documents prepared by Knight Barry Title United LLC to effectuate the sale of Subject Property #1 pursuant to Purchase Agreement #1. (**Exhibit G**)

71. Despite being required by Purchase Agreement #1 and the Amendment, Defendant did not deliver possession of Subject Property #1 to the Doty's.

72. As of the date of this Complaint, Defendant has failed to deliver Defendant's closing documents and possession of Subject Property #1 to the Dotys as required by Purchase Agreement #1 and the Amendment.

73. Accordingly, the Dotys are forced to bring this lawsuit to force Defendant to perform his obligations pursuant to Purchase Agreement #1 and the Amendment.

74. Despite being required by Purchase Agreement #2 and the Amendment, Defendant failed to appear at the offices of Knight Barry Title United LLC on or before December 2, 2024 for the scheduled closing on the sale of Subject Property #2.

75. Defendant failed to sign the real estate closing documents prepared by Knight Barry Title United LLC to effectuate the sale of Subject Property #2 pursuant to Purchase Agreement #2 and the Amendment. (**Exhibit G**)

76. Despite being required by Purchase Agreement #2 and the Amendment, Defendant did not deliver possession of Subject Property #2 to Doty Dev, LLC.

77. As of the date of this Complaint, Defendant has failed to deliver Defendant's closing documents and possession of Subject Property #2 to Doty Dev, LLC as required by Purchase Agreement #2.

78. Accordingly, Doty Dev, LLC is forced to bring this lawsuit to force Defendant to perform his obligations pursuant to Purchase Agreement #2 and the Amendment.

COUNT I

Breach of Contract – Purchase Agreement #1

79. The Dotys restate the allegations of the preceding paragraphs and incorporates them herein by reference.

80. Purchase Agreement #1 and the Amendment for the sale of Subject Property #1 a.k.a Parcel 1 is an enforceable contract for the sale of real estate.

81. Purchase Agreement #1 and the Amendment are supported by consideration from the Dotys which is the promise to pay One Million Three Hundred Twenty-Eight Thousand Five Hundred Dollars and Zero Cents (\$1,328,500.00) for the purchase of Subject Property #1.

82. Purchase Agreement #1 and the Amendment requires Defendant to participate in a closing of the sale of Subject Property #1 by delivering signed closing documents to Knight Barry

Title United LLC and delivering possession of Subject Property #1 to the Dotys as of December 2, 2024.

83. Defendant failed to deliver signed closing documents to Knight Barry Title United LLC and Defendant has failed to deliver possession of Subject Property #1 to the Dotys on December 2, 2024.

84. Defendant has materially breached Purchase Agreement #1 and the Amendment.

85. As a result of Defendant's breach of Purchase Agreement #1 and the Amendment, the Dotys are entitled to a judgment for specific performance compelling Defendant to execute all documents necessary and to deliver all such signed documents to Knight Barry Title United LLC to close the real estate transaction involving Subject Property #1 and to deliver possession of Subject Property #1 to the Dotys.

COUNT II

Breach of Contract – Purchase Agreement #2

86. Doty Dev, LLC restates the allegations of the preceding paragraphs and incorporates them herein by reference.

87. Purchase Agreement #2 and the Amendment for the sale of Subject Property #2 a/k/a Parcel 2 is an enforceable contract for the sale of real estate.

88. Purchase Agreement #2 and the Amendment is supported by consideration from Doty Dev, LLC which is the promise to pay \$10,000 for the purchase of Subject Property #2.

89. Purchase Agreement #2 requires Defendant to participate in the closing of the sale of Subject Property #2 by delivering signed closing documents to Knight Barry Title United LLC and delivering possession of Subject Property #2 to Doty Dev, LLC as of December 2, 2024.

90. Defendant failed to deliver signed closing documents to Knight Barry Title United LLC and Defendant has failed to deliver possession of Subject Property #2 to Doty Dev, LLC on December 2, 2024.

91. Defendant has materially breached Purchase Agreement #2 and the Amendment.

92. As a result of Defendant's breach of Purchase Agreement #2 and the Amendment, Doty Dev, LLC is entitled to a judgment for specific performance compelling Defendant to execute all documents necessary and to deliver all such signed documents to Knight Barry Title United LLC to close the real estate transaction involving Subject Property #2 and to deliver possession of Subject Property #2 to Doty Dev, LLC.

Declaration
(Minn. Stat. §555.01 et. seq.)

93. The Dotys and Doty Dev, LLC restate the allegations of the preceding paragraphs and incorporate them herein by reference.

94. A dispute has arisen between the parties regarding their rights and obligations pursuant to Purchase Agreement #1, Purchase Agreement #2, the Amendment, and the closing for Subject Property #1 and Subject Property #2.

95. Despite failing to execute all documents necessary and to deliver all such signed documents to Knight Barry Title United LLC to close the real estate transaction involving Subject Property #1 and despite failing to deliver possession of Subject Property #1 to the Dotys as of December 2, 2024, on December 3, 2024, after the scheduled closing, Defendant delivered to the Dotys a purported statutory notices of cancellation of the real estate contract and the amendment thereto pursuant to Minn. Stat. §559.21. (**Exhibits L, M, and N**)

96. Defendant's attempt to trigger cancellation of Purchase Agreement #1 is defective and void for many reasons including but not limited to Defendant's prior breach as well as the following reasons:

- a. The purported notice was not personally served or otherwise served in strict compliance with Minn. Stat. §559.21;

- b. The purported notice incorrectly references “the Purchase Agreement dated 10/02/2024” when Purchase Agreement #1 is dated October 8, 2024;
- c. The purported notice incorrectly states that the default or unfulfilled condition that existed was that the earnest money was not timely deposited;
- d. There was no unfulfilled condition for Purchase Agreement #1 involving Parcel #1 because the earnest money was deposited with Knight Barry Title United LLC on October 28, 2024 without any objection from Defendant;
- e. There was no unfulfilled condition for Purchase Agreement #1 involving Parcel #1 because the earnest money was deposited with Knight Barry Title United LLC on October 28, 2024 before Defendant renegotiated the purchase price for Purchase Agreement #1 and the earnest money was on deposit within 3 days of the Amendment being signed by Defendant on November 6, 2024;
- f. The notice incorrectly states that there was a “[f]ailure to conform the purchase to the appraised as previously discussed and agreed to between the parties” when neither Purchase Agreement #1 nor the Amendment contain any term, condition, or provision that the parties would modify the purchase price or Purchase Agreement #1 based on the lender’s appraisal for financing purposes; and
- g. The purported notice was not timely served on the Dotys as it was served one day after the scheduled closing.

97. Despite failing to execute all documents necessary and to deliver all such signed documents to Knight Barry Title United LLC to close the real estate transaction involving Subject Property #2 and despite failing to deliver possession of Subject Property #2 to Doty Dev, LLC as of December 2, 2024, on December 3, 2024, after the scheduled closing, Defendant delivered to the Dotys, not Doty Dev, LLC a purported statutory notices of cancellation of the real estate contract and the amendment thereto pursuant to Minn. Stat. §559.21. (**Exhibits L, M, and N**)

98. Defendant’s attempt to trigger cancellation of Purchase Agreement #2 is defective and void for many reasons including but not limited to Defendant’s prior breach as well as the following reasons:

- a. The purported notice was not personally served or otherwise served in strict compliance with Minn. Stat. §559.21;

- b. The purported notice incorrectly references “the Purchase Agreement dated 10/02/2024” when Purchase Agreement #1 is dated October 8, 2024;
- c. The purported notice incorrectly references the property as “31649 Lakeview Ave, Red Wing, MN 55066” when in fact Parcel #2 is the vacant beachfront lot that is identified in Purchase Agreement #2;
- d. The notice incorrectly identifies “Norman D. Doty & Tamara R. Doty” as purchasers of Parcel #2 when in fact Doty Dev, LLC is the purchaser of Parcel #2 identified in Purchase Agreement #2;
- e. The purported notice incorrectly states that the default or unfulfilled condition that existed was that the earnest money was not timely deposited;
- f. There was no unfulfilled condition for Purchase Agreement #2 involving Parcel #2 because Purchase Agreement #2 does not require any earnest money deposit;
- g. The notice incorrectly states that there was a “[f]ailure to conform the purchase to the appraised as previously discussed and agreed to between the parties” when neither Purchase Agreement #2 nor the Amendment contain any term, condition, or provision that the parties would modify the purchase price or Purchase Agreement #2 based on the lender’s appraisal for financing purposes;
- h. The purported notice was not served on Doty Dev, LLC; and
- i. The purported notice was not served timely as it was delivered one day after the scheduled closing.

99. Doty Dev, LLC is entitled to a declaration of its rights and responsibilities vis a vis Defendant’s rights and responsibilities arising from Purchase Agreement #1, Purchase Agreement #2, and the Amendment.

WHEREFORE, Plaintiffs, Norman and Tamara Doty, and Doty Dev, LLC pray the Court enter judgment against Defendant Joseph Peter, as follows:

- a. Enjoining Defendant’s purported cancellation of Purchase Agreement #1 and the Amendment;
- b. Enjoining Defendant’s purported cancellation of Purchase Agreement #2 and the Amendment;

- c. Awarding judgment in favor of Doty Dev, LLC and against Defendant for specific performance of Purchase Agreement #2 and the Amendment for the sale of Subject Property #2 a k/a Parcel 2;
- d. Awarding judgment in favor of Norman and Tamara Doty and against Defendant for specific performance of Purchase Agreement #1 and the Amendment for the sale of Subject Property #1 a/k/a Parcel 1;
- e. Awarding Plaintiffs reasonable attorney's fees and court costs incurred in contesting the purported notices of termination, pursuant to Minn. Stat. § 559.21, Subd. 6, in the amount of the statutory limit;
- f. Awarding Plaintiffs all actual damages incurred as a result of Defendant's failure to perform his contractual obligations in a timely manner, including but not limited to the reimbursement for title and bank-related transaction costs, and any other quantifiable losses caused by Defendant's actions;
- g. Awarding Plaintiffs pre- and post-judgment interest on all monetary awards as permitted by law;
- h. Enjoining Defendant from transferring, encumbering, or otherwise disposing of the properties that are the subject of Purchase Agreement #1, Purchase Agreement #2, and the Amendment during the pendency of this litigation;
- i. Declaring the rights and obligations of the parties hereto pursuant to Purchase Agreement #1, Purchase Agreement #2, and the Amendment and acts as alleged in this Complaint; and
- j. Granting such other relief as the Court deems appropriate.

Dated: December 26, 2024

The undersigned acknowledges that
sanctions may be awarded pursuant to
Minn. Stat. §549.211.

/s/ Robert C. Heist

Respectfully submitted,

R. CONNOR & ASSOCIATES, P.C.

By: /s/ Robert C. Heist

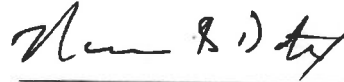
Robert C. Heist #0401368
412 3rd Avenue SE, Suite 616
Rochester, MN 55904
T: (847) 682-3828
E: rconnorh@rconnorlaw.com

ATTORNEYS FOR PLAINTIFFS
NORMAN AND TAMARA DOTY AND
DOTY DEV, LLC

VERIFICATION

I, Norman D. Doty, individually and as Chief Manager and President of Doty Dev, LLC, being first duly sworn on oath, depose and say that I am a party to this action and that I have read the foregoing Complaint. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

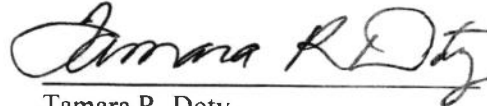
Dated: 12-23-24



Norman D. Doty, Individually and
Chief Manager and President of Doty
Dev, LLC

I, Tamara R. Doty, being first duly sworn on oath, depose and say that I am a party to this action and that I have read the foregoing Complaint. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: 12-23-24



Tamara R. Doty,

JOE PETER
 2420 65th Street NE
 Rochester MN 55906
 507-254-6046
 joesauto1@gmail.com

DATE: June 24, 2026

TO:

Wacouta Township Board of Supervisors
 Wacouta Township Hall
 Goodhue County, Minnesota

AND TO:

Goodhue County Land Use Management Department
 Goodhue County Government Center
 509 West 5th Street
 Red Wing, MN 55066

AFFIDAVIT AND FORMAL STATEMENT OF FACT

*Regarding Shoreland Property Use, Historical Administrative Guidance, and Public Safety Infrastructure
 at Greens Point Road*

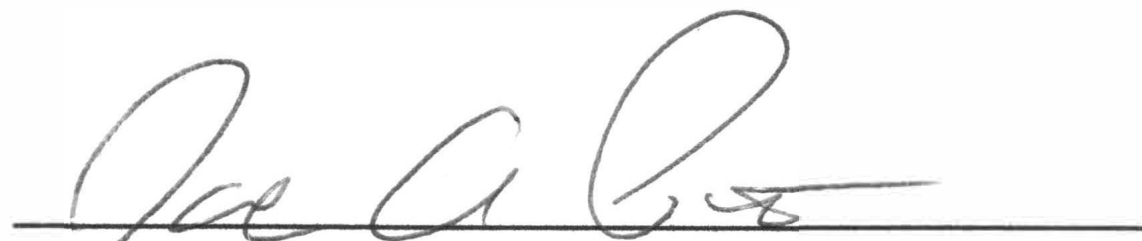
**I, Joe Peter, being first duly sworn upon oath, or upon affirmation pursuant to Minnesota law,
 hereby depose, declare, and state as follows:**

1. I am an adult resident of the State of Minnesota and make this Statement of Fact based upon my own personal, first-hand knowledge of the matters set forth herein.
2. I was the lawful owner of the property now noted on the GC Parcel Viewer as: Tax Parcel 432100730, 27710 Greens Point Rd, from August 2018 through September of 2025.
3. The purpose of this document is to formally record and place into the administrative record the consistent, historical guidance I have received from local zoning authorities regarding the development limitations of my property, and to clear up any ambiguity surrounding its status in relation to ongoing public infrastructure hearings.
4. During my prior in-person dealings and inquiries with the Goodhue County Land Use Management Department and Township administrative representatives, I explicitly inquired regarding the potential to develop, modify, or construct permanent structures upon my beach lot.
5. In response to my inquiries, I was unequivocally and explicitly informed by Land Use officials on or about November 4, 2024, that due to strict environmental protections, shoreline overlay restrictions, setback mandates from the bluffline, floodplain engineering requirements, square footage under 20,000 square feet, and a township road dividing the irregular lot, the beach lot was

legally unbuildable and could not be developed. I was also told a variance probably would not be granted.

6. The tax assessed value of this lot was in conjunction with the County's information that the lot was non-buildable. Based on this information, I sold this non-buildable lot for only \$10,000.
7. Relying upon this definitive guidance from county and municipal administrative staff, I maintained the lot in its natural state, understanding that local ordinances strictly prohibit any private residential or commercial structural development on this parcel.
8. I am aware that a public hearing is currently scheduled to address critical public safety infrastructure and municipal access at the terminus of Greens Point Road - specifically concerning the necessity and formal establishment of an adequate road turnaround for emergency service vehicles, utility services, and public safety.
9. I explicitly state that my parcel's established status as an unbuildable beach lot is an unalterable matter of administrative fact, and it should not be conflated with, nor should it negatively influence or delay, the urgent evaluation and approval of the public safety turnaround infrastructure at the terminus of Greens Point Road.
10. I have witnessed firsthand and repeatedly the need for a public and emergency services turnaround at the end of Greens Point Road. This need serves an indispensable public good that stands independently of private parcel considerations.
11. I submit this statement to ensure that the Wacouta Township Board of Supervisors and Goodhue County Land Use Management have a clear, written record of my position, my history with zoning staff, and my alignment with the broader community's public safety goals.

I declare under penalty of perjury under the laws of the State of Minnesota that the foregoing statements are true, accurate, and correct to the best of my knowledge, information, and belief.



Joe Peter

Declarant / Affiant



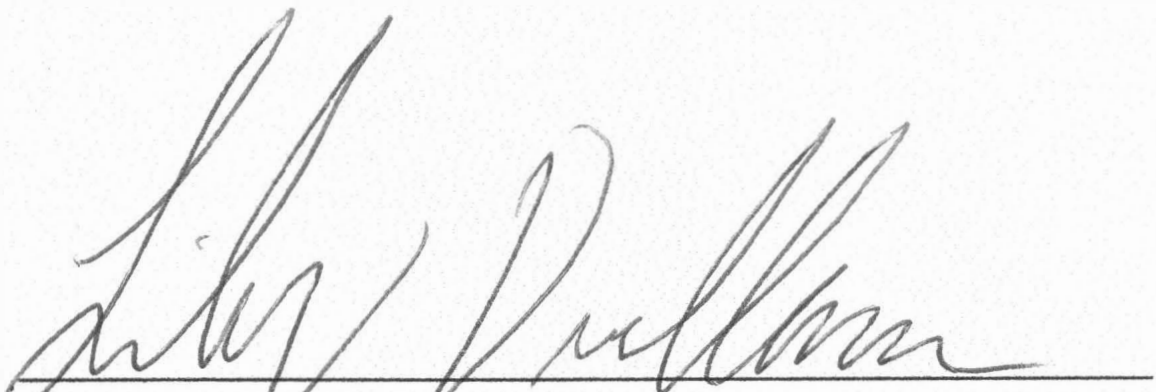
Date

STATE OF MINNESOTA | COUNTY OF GOODHUE

Subscribed and sworn to (or affirmed) before me on this 24th day of June, 2026, by Joe Peter, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Place Notary Seal / Stamp Here]




Notary Public Signature

STATE OF MINNESOTA**DISTRICT COURT****COUNTY OF GOODHUE****FIRST JUDICIAL DISTRICT**

File No. 25-CV-24-2535

Norman D. and Tamara R. Doty
and Doty Dev, LLC, a Minnesota
Limited Liability Company,

Plaintiffs,

v.

Joseph Peter,

Defendant.

**FINDINGS OF FACT,
CONCLUSIONS OF LAW, ORDER
FOR SUMMARY JUDGMENT AND
AND JUDGMENT**

The above-captioned matter came on before the Honorable Douglas C. Bayley, Judge of District Court, on June 23, 2025, at the Goodhue County Justice Center, Red Wing, Minnesota, pursuant Defendant's motion to dismiss and Plaintiffs' motion for summary judgment. Each of these motions was opposed. This hearing took place via Zoom videoconferencing.

Robert Heist, Attorney at Law, appeared on behalf of all Plaintiffs.

Daniel Hall, Attorney at Law, appeared on behalf of Defendant.

Plaintiffs' amended motion for summary judgment was filed on May 12, 2025. Defendant's motion to dismiss was filed on May 21, 2025. Both were supported by affidavits and memoranda and were opposed in the same manner.

The Court, having heard the arguments of counsel, and upon a review of all files, records and proceedings herein, and being otherwise fully advised in the premises, makes the following:

FINDINGS OF FACT

1. This is a contract dispute in the context of an attempted purchase of real estate.
2. The Findings of Fact herein are not genuinely or materially in dispute.
3. At issue is the sale of two parcels of real estate next to Lake Pepin on the Mississippi River. Parcel #1 was a residential property. Parcel #2 was an adjacent or nearby vacant lot with beachfront access.
4. Defendant Joseph Peter was the owner of the real estate and the prospective seller ("Seller"). Plaintiffs Norman and Tamary Doty, and their company, Doty Dev, LLC were the prospective buyers ("Buyers").
5. On October 8, 2024, the parties signed two separate Purchase Agreements for the purchase of Parcel #1 and Parcel #2.
6. The two Purchase Agreements mirrored one another except that the price for Parcel #2 was much lower than that for Parcel #1, there was no requirement for earnest money on Parcel #2, and household items were included with Parcel #1 but not Parcel #2.
7. Contained within the original Purchase Agreement for Parcel #1 were the following basic terms:
 - \$1,290,000 purchase price;¹
 - \$50,000 earnest money, deposited "3 days after acceptance;"

¹ The purchase price for Parcel #2 was \$10,000.

- closing and possession on December 1, 2025;²
- purchase price equal to or less than the appraisal value; and
- in the event of a default, termination could be exercised by the non-defaulting party, with the earnest money being returned to the buyer.

8. The \$50,000 in earnest money was not deposited until October 28, 2025. This was 20 days after acceptance. Seller did not find out about the date of the earnest money deposit until November 25, 2025.

9. Following the signing of the Purchase Agreements, Seller repeatedly expressed reservations about the sale price and conveyed his belief that he should be paid more money for the parcels. Buyers balked at Seller's requests for more money and suggested they were not willing and/or able to comply with these requests.

10. On November 1, 2025, at Buyers' request, Seller sent an email to Buyers to facilitate cancellation of the Purchase Agreements. Attached to the email was a document called Cancellation of Purchase Agreement by Mutual Consent. Seller had signed and dated the document, and corresponding blank signature lines were included for Buyers. Buyers never signed this document.

11. On November 6, 2024, after much back and forth, the parties signed an Amendment to the Purchase Agreements. The Amendment reiterated all prior terms except for the price, which had increased from a total price of \$1,300,000 (\$1,290,000 + \$10,000) to a total price of \$1,338,500.

² This was moved to December 2nd because December 1st was a non-business day.

12. Closing was set for December 1, 2024, under the Purchase Agreements. This was moved to December 2nd because December 1st was a non-business day. No party objected to rescheduling the closing to December 2nd.

13. On November 8, 2024, Seller texted Buyers to indicate he was cancelling the gas and electric utilities as well as the homeowner's insurance as of December 1st in preparation for handing over possession of the properties.

14. On November 26, 2024, Buyers participated in a virtual walk-through of the house at Parcel #1 with Seller.

15. Shortly before the December 2nd closing, Seller attempted to cancel the transaction.

16. First, on the evening of November 30, 2024, Seller emailed Buyers a "Termination of Real Estate Purchase Agreement dated October 8, 2024." The "Reason for Termination" was that:

[t]he Agreement stipulated a \$50,000 earnest deposit deadline of October 11, 2024. The funds were not deposited until October 28, 2024, constituting a material breach of the Agreement. Under Section 12 of the Agreement, no cure period is provided for this default. Therefore, the Agreement is terminated effective immediately.

Pl's. Mot., Ex. 33

17. The attached Termination Agreement had signature lines for the Buyers to sign, agreeing to the termination and releasing as to all future obligations. Interestingly, under the heading "Next Steps," Seller wrote "[s]hould you wish to pursue the property at fair market value and under revised terms, I am open to negotiating a new

agreement.” *Id.*

18. Second, 12 minutes before the time set for closing, Seller emailed Buyers to say that he was “not moving forward with property closing.”³ Accordingly, he did not appear for the closing.

19. Third, on December 3, 2025, two “Notice of Declaratory Cancellation of Residential Property Purchase Agreement” documents were delivered via FedEx to Buyers.

20. On December 26, 2024, Buyers commenced the present action, seeking specific performance of the Purchase Agreements as amended on November 6, 2024 (hereinafter the “Final Agreements”). Seller seeks cancellation of the Final Agreements.⁴

21. Between approximately December 4, 2024, and December 19, 2024, Seller attempted to obtain a higher total price for the parcels than that listed in the Final Agreements. *See, e.g.*, Pl. Exs. 46a, 46b, 47, 48a, 49, 50.

22. There is no contention that the Final Agreements are invalid or illegal based upon a review of their “four corners.”

23. Also on December 26, 2024, Buyers brought a motion for a Temporary Restraining Order (“TRO”) to prevent Seller from conveying the parcels to someone else pending the outcome of this litigation or further Order of the Court.

24. On March 21, 2025, this TRO was granted. Buyers were, however,

³ Buyers showed up at closing on December 2, 2024, and signed all documents necessary to meet their closing obligations.

⁴ Seller filed his Answer and Counterclaim on January 16, 2025.

required to post a bond of \$1 million within ten days and file proof of the same with the Court.

25. On May 20, 2025, the TRO was lifted by the Court due to Buyers' failure to obtain the bond as required.

26. On June 18, 2025, this Court dismissed all of Seller's counterclaims except for breach of contract.

27. The "breaches" of the Final Agreements alleged by Seller against Buyers are limited to the following: a) Buyers failed to deposit their earnest money by October 11, 2025; b) Buyers failed to provide him with a copy of their appraisal; and c) Buyers failed to close on December 1, 2024, as contemplated by the Final Agreements.

28. All three of these "breaches" are challenged by Buyers as being without merit as a matter of law.

Based upon the above Findings of Fact, the Court makes the following:

CONCLUSIONS OF LAW

1. Summary judgment shall be granted if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that either party is entitled to judgment as a matter of law." *Fabio v. Bellmo*, 504 N.W.2d 758, 761 (Minn. 1993).

2. In considering a motion for summary judgment, the evidence must be viewed in the light most favorable to the non-moving party. *Hansen v. City of St. Paul*, 214 N.W.2d 346, 347 (Minn. 1974).

3. Summary judgment is not intended as a substitute for trial when there are factual issues to be determined. *Sauter v. Sauter*, 70 N.W.2d 351 (Minn. 1955).

4. Waiver is the intentional relinquishment of a known right. *Valspar Refinish, Inc. v. Gaylord's, Inc.* 764 N.W.2d 359, 362 (Minn. 2009). A party may waive their contractual rights through their conduct. *Id.*

5. A party's acceptance of payment or benefits after a default can constitute conduct inconsistent with an intention to strictly enforce a contract, thereby waiving the right to insist on the default. *See Old Mill Printers v. Kruse*, 392 N.W.2d 621, 623-24 (Minn. 1986).

6. It is a legal question whether the failure of the Buyers to deposit earnest money by October 11, 2024, was a material breach such that the Final Agreements were no longer enforceable.

7. It is a legal question whether the failure of the Buyers to provide a copy of their appraisal to the Seller was a material breach such that the Final Agreements were no longer enforceable.

8. It is a legal question whether failure to close on December 1, 2024, was a material breach such that the Final Agreements were no longer enforceable.

9. It is a legal question whether Seller's cancellation attempts were valid.

Was Buyers' Failure to Deposit \$50,000 by October 11, 2024 a Material Breach such that the Final Agreements were no longer Enforceable?

10. It is possible that Buyers' failure to deposit their earnest money by October 11, 2024, was a material breach. However, Seller's conduct after that deadline revealed his intention to proceed with the transaction and constitutes waiver.

11. As noted, on November 6, 2024, Seller signed an Amendment to Purchase Agreements with Buyers in which the sole modification was the sale price as to Parcel #1. No modification as to any other term was made. The earnest money had been on deposit for nine days before this new agreement was made.

12. On March 21, 2025, this Court made a preliminary conclusion that:

Defendant's acceptance of the late earnest money deposit and his participation in discussions of amending the purchase agreement, and subsequently signing the amended purchase agreements, demonstrate that he waived the escrow deadline contingency.

Temporary Restraining Order, p. 7.

13. Defendant's contention that he would never have made the new agreement had he known of the late deposit is belied by his behavior. He made no attempt to confirm that the earnest money had been posted until he wanted out of the agreement. The reservations he conveyed before his attempts to cancel the Final Agreements related only to the sale price. Based upon his communications, the sale price remained his primary concern throughout.

14. The lateness of the deposit of earnest money had no impact on the Final Agreements. The Final Agreements affirmed the prior agreements without requiring any additional earnest money. Defendant's conduct overrode his words with respect to the importance of the earnest money provision.

15. Finally, the Final Agreements do not spell out that failure to deposit the earnest money within three days of execution of the agreement cancels the agreement as required by Minn. Stat. §559.217, subd. 4(a).

16. As a matter of law, any breach created by Buyers' failure to deposit earnest money within three days of the original purchase agreements was waived by Seller's subsequent conduct.

Was Buyers' Failure to Provide a Copy of their Appraisal to the Seller a Material Breach such that the Final Agreements were no longer Enforceable?

17. When referencing appraisals, the Final Agreements stated merely that "purchase price equal to or less than the appraisal value."

18. No facts have arisen (or could conceivably arise) that would alter this terse, but plain language.

19. On March 21, 2025, this Court also came to the preliminary conclusion that:

The Court's interpretation of the purchase agreements is that they do not require the appraisal(s) to be given to Defendant as a condition.

Temporary Restraining Order, p. 7

20. While Seller may argue there is no way for him to know whether the purchase price is equal to or less than the appraisal value without being given or shown the appraisal, this is not strictly true. The appraiser and/or the lender could simply answer this question without revealing the actual appraisal figure.

21. As a matter of law, Buyers' failure to provide a copy of their appraisal to Seller was not a material breach of the Purchase Agreements.

Were Seller's Attempts to Terminate the Final Agreements Valid?

22. The manner in which a purchase agreement for the sale of real estate may be cancelled is governed by Minn. Stat. §559.217.

23. Seller attempted to make a declaratory cancellation under Minn. Stat. §559.217, Subd. 4, by claiming that Buyers failed to fulfill a material condition of the purchase agreement. That is, they allege Buyers failed to deposit the earnest money in time and/or they failed to provide a copy of the appraisal to Seller. For the reasons addressed above, neither of these contentions hold up to legal scrutiny.

24. In addition, the Notice of Cancellation or Termination must be served in the same manner as a summons in district court. Minn. Stat. §559.21, Subd. 4(a). Sending a Notice of Cancellation or Termination by email or Federal Express does not satisfy Minn. R. Civ. P. 4.03.

25. Second, a prerequisite to the declaratory cancellation of a contract for the sale of real estate under Minn. Stat. §559.217, Subd. 4, is that the opposing party must have failed to fulfill a necessary condition. *Dimke v. Farr*, 802 N.W.2d 860 (Minn. Ct. App. 2011).

26. The Buyers did not fail to meet any necessary or material conditions. Their earnest money was on deposit “three days after acceptance” of the Final Agreements, they had obtained the necessary financing (because the purchase price was equal to or below the appraised value), and they had timely signed all closing documents.

27. The Final Agreements at Article 12 were explicit: “[i]n the event of a default by either party, *the non-defaulting party* may elect to terminate this Agreement, and both parties shall be released from further liability, with the earnest money being returned to the buyer.” (emphasis added).

28. Because Buyers are not in default, and because Seller defaulted by refusing to abide by the Final Agreements and close on the properties at the designated time, termination by Seller was not an option under the Final Agreements' own terms.

29. Seller's attempts to terminate the Final Agreements were invalid as a matter of law.

Peripheral Issues

30. Seller highlights several other facts which are not material, but peripheral, to the issues this Court is being asked to decide.

31. First, Seller argues that Buyers breached by not closing on December 1, 2024 (a non-business day), as set forth in the purchase agreements.

32. Seller's objection to not closing on this non-business day never appeared until after he had decided to not appear for closing on Monday, December 2, 2024. His full awareness and acceptance of the new closing date were confirmed by: a) his preparations for closing; and b) his emails to the Buyers and closers moments before 10:00 a.m. on December 2nd to tell them he wasn't coming.

33. Second, Seller makes much of Buyers' misleading statements regarding their ability to obtain a bond to secure the TRO. Accepting all of Seller's allegations as true in this regard, the remedy was the rescission of the TRO by this Court on May 20, 2025. The misleading statements had nothing to do with whether Buyers failed to meet a condition precedent or had otherwise breached the purchase agreements.

34. Third, and in this same vein, Seller highlights various "false statements" Buyers made to induce him to sign the purchase agreements in the first place –

primarily those to indicate “you can terminate this agreement if you want to before closing.”⁵ Seller’s fraud in the inducement claim was dismissed on June 18, 2025.

35. Even if this Court were to entertain additional evidence on the issue of what false statements were made by Buyers and when, statements that completely contradict a contract provision cannot be justifiably relied upon as a matter of law. *See, e.g., Johnson Bldg. Co. v. River Bluff Dev.*, 374 N.W.2d 187, 194 (Minn. Ct. App. 1985). The plain language of the purchase agreements regarding termination is unambiguous and contradicts statements such as “you can terminate this agreement if you want to...”

36. As a matter of law, Buyers did not breach the purchase agreements.

37. As a matter of law, Seller defaulted on his obligations under the purchase agreements.

38. Seller’s motion to dismiss should therefore be denied.

39. Buyers’ motion for summary judgment should therefore be granted. They are entitled to specific performance.

Based upon the foregoing Findings of Fact and Conclusions of Law, the Court makes the following:

ORDER

1. Defendant’s motion to dismiss is **dismissed**.
2. Plaintiffs’ motion for summary judgment is **granted** in its entirety.
3. Defendant shall sign all closing documents within 14 days of the filing of this Order. Possession of Parcels #1 and #2 shall be granted to Plaintiffs immediately

⁵ See Verified Counterclaim, para. 27 & 29.

upon the completion of the signing of these closing documents.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: September 21, 2025

BY THE COURT:

A handwritten signature in black ink, appearing to read 'D. Bayley', is written over a horizontal line.

Bayley, Douglas

2025.09.21

19:21:33 -05'00'

Douglas C. Bayley
Judge of District Court

Court File No. 25-CV-24-2535

Certificate of Real Estate Value # 39088
Transfer Entered 10/8/2025
No Delinquent Taxes
Deed Tax: \$33.00

Lucas Dahling, Auditor
By Deputy: DM
Goodhue County Minnesota

Document No. A708665
Certified, Filed, Recorded On
10/8/2025 10:48 AM
DEPUTY: TP
JEFFREY S EKBLAD, COUNTY RECORDER
GOODHUE COUNTY, MN
Recording Fee: \$46.00
***This document has been electronically recorded and
returned to submitter***

EXHIBIT D

(Top 3 inches reserved for recording data)

WARRANTY DEED
Individual(s) to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.1.3 (2018)

e-CRV No.: 1813177

DEED TAX DUE: \$33.00

DATE: 10-6-25

FOR VALUABLE CONSIDERATION, Joseph A. Peter, a single person ("Grantor"), hereby conveys and warrants to Doty Dev LLC ("Grantee"), a Limited Liability Company under the laws of Minnesota, real property in Goodhue County, Minnesota, legally described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

Check here if all or part of the described real property is Registered (Torrans) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Easements, Covenants and Restrictions of record, if anything.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

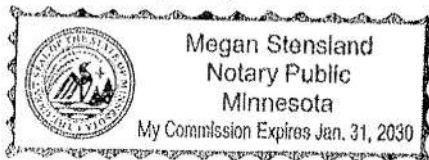
Grantor

Joseph A. Peter
Joseph A. Peter

State of Minnesota, County of Olmsted

This instrument was acknowledged before me on 10-6-25, by Joseph A. Peter, a single person.

(Stamp)



Megan Stensland
(signature of notarial officer)

Title (and Rank): Notary

My commission expires: 1-31-30
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Knight Barry Title United LLC
433 W 3rd Street
Red Wing, MN 55066

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

Doty Dev LLC
31649 Lakeview Ave 27710 Greens Pt Rd
Red Wing, MN 55066

EXHIBIT "A"

That part of Lot A of Block 6 and that part of vacated Pleasant Avenue, and that part of vacated Lots 2, 3, 4, and 5 of Block 5, and that part of the area indicated as Sand Beach, all in the original plat of Wacouta Beach, according to the recorded plat thereof, on file in the office of Goodhue County Recorder, being a part of Section 32, Township 113, Range 13, described as follows:

Commencing at an Iron pipe at the most easterly corner of said Lot A; thence on an assumed bearing of South 61 degrees 13 minutes 39 seconds West, along the southeasterly line of said Lot A, a distance of 102.07 feet to an Iron pipe at the most southerly corner of said Lot A, being the point of beginning of the land to be described; thence South 20 degrees 52 minutes 28 seconds West, a distance of 50.01 feet to an iron pipe at the northeasterly corner of said vacated Lot 5; thence South 00 degrees 34 minutes 45 seconds West, along the east line of said vacated Lot 5, a distance of 46.63 feet to an iron pipe, distant 191.00 feet northerly from the southeast corner of said vacated Lot 5; thence North 69 degrees 07 minutes 04 seconds West, a distance of 258.91 feet to an iron pipe on the west line of said vacated Lot 2, distant 280.00 feet northerly from the southwest corner of said vacated Lot 2; thence on a bearing of North, along the west line of said vacated Lot 2 and its northerly extension, a distance of 242 feet, more or less, to the shoreline of Lake Pepin; thence easterly along said shoreline to the intersection with a line 200.00 feet southwesterly of, as measured at right angles to and parallel with the easterly line of said Lot A; thence South 28 degrees 41 minutes 34 seconds East, along said parallel line, a distance of 198 feet, more or less, to an iron pipe on the southwesterly line of said Lot A; thence southeasterly, a distance of 163.91 feet along said southwesterly line, being a curve not tangential with the last described line, said curve is concave to the northeast, has a radius of 2000.00 feet, a central angle of 4 degrees 41 minutes 44 seconds and the chord of said curve bears South 65 degrees 23 minutes 59 seconds East, to the point of beginning.

EXCEPT THE FOLLOWING DESCRIBED PREMISES:

That part of Lot A, Block 6 and that part of vacated Pleasant Avenue, all in Original, plat of WACOUTA BEACH, Goodhue County, Minnesota, as filed in the County Records Office, described as follows:

Beginning at an Iron pipe at the most easterly corner of said Lot A; thence on an assumed bearing of South 61 degrees 13 minutes 39 seconds West, along the southeasterly line of said Lot A, a distance of 102.07 feet to an iron pipe at the most southerly corner of said Lot A; thence South 81 degrees 57 minutes 03 seconds West, a distance of 71.23 feet; thence North 65 degrees 23 minutes 59 seconds West, a distance of 119.92 feet; thence North 24 degrees 36 minutes 01 seconds East, a distance of 50.38 feet to a line 200.00 feet southwesterly of, as measured at right angles to and parallel with the northeasterly line of said Lot A; thence South 28 degrees 41 minutes 34 seconds East, along said parallel line, a distance of 20.00 feet to the southwesterly line of said Lot A; thence southeasterly, along said southwesterly line of Lot A, being a curve concave to the northeast, having a radius of 2000.00 feet, a central angle of 03 degrees 07 minutes 12 seconds, a chord bearing of South 64 degrees 36 minutes 43 seconds East, an arc distance of 108.91 feet to the intersection with a line bearing South 78 degrees 51 minutes 05 seconds West, from the point of beginning; thence North 78 degrees 51 minutes 05 seconds East, a distance of 142.77 feet to the point of beginning.

ALSO EXCEPT THE FOLLOWING DESCRIBED PREMISES:

That part of vacated Pleasant Avenue, and that part of vacated Lots 2 and 3 of Block 5, all in the original plat of Wacouta Beach according to the recorded plat thereof, on file in the office of Goodhue County Recorder, being a part of Section 32, Township 113, Range 13, described as follows:

Beginning at an Iron pipe at the most Easterly corner of said Lot A; thence on an assumed bearing of South 61 degrees 13 minutes 39 seconds West, along the Southeasterly line of said Lot A, a distance of 102.07 feet to an iron pipe at the most Southerly corner of said Lot A; thence South 81 degrees 57 minutes 03 seconds West, a distance of 71.23 feet; thence North 65 degrees 23 minutes 59 seconds West, a distance of 76.63 feet to the point of beginning of the land to be described; thence continue North 65 degrees 23 minutes 59 seconds West, a distance of 43.29 feet; thence North 24 degrees 36 minutes 01 second East, a distance of 14.29 feet; thence North 76 degrees 25 minutes 14 seconds West, a distance of 89.07 feet to the intersection with the Northerly extension of the West line of said vacated Lot 2; thence on a bearing of South, along said Northerly extension and along the West line of said vacated Lot 2, a distance of 74.92 feet to an iron pipe, distant 280.00 feet Northerly from the Southwest corner of said vacated Lot 2; thence South 69 degrees 07 minutes 04 seconds East, along the edge of the bank, a distance of 128.42 feet to the intersection with a line having a bearing of South from the point of beginning; thence on a bearing of North, a distance of 68.77 feet to the point of beginning.

COPY

APPLICANT INFORMATION					
Last Name <u>DOTY</u>	First <u>NORM</u>	M.I.			
Street Address <u>27710 GREENS PT ROAD</u>		Phone <u>507-951-2990</u>			
City <u>RED WING</u>	State <u>MN</u>	Zip <u>55066</u>			
PROJECT INFORMATION					
Site Address <u>PARCEL 432100730</u>					
Type of Project <u>NEW HOUSE</u>					
Type Of Project ☒ New Construct ☐ Addition ☐ Relocation ☐ Remodel ☐ Foundation Only ☐ Roofing/Siding ☐ Other _____	Structure Type ☒ Residence ☐ Garage ☐ Ag Bldg. ☐ Warehouse ☐ Office ☐ Boathouse ☐ Deck ☐ Pool	Proposed Use ☒ Single Family ☐ Multiple Family ☐ Agricultural ☐ Public ☐ Commercial ☐ Industrial ☐ Other _____	Type of Const. ☒ Wood/Frame ☒ Masonry ☐ Metal ☐ Pole Bldg. ☐ On-Site Prefab ☐ Off-Site Prefab	Structure Dimensions Length (ft)= <u>44</u> Width (ft)= <u>28</u> Height (ft)= <u>25</u> Total Sq Ft= <u>1859</u>	Zoning District <i>(check all that apply)</i> ☐ Agricultural A1 A2 A3 ☐ Residential ☐ Business B1 B2 ☐ Industrial ☐ Wild & Scenic River ☐ Flood Fringe ☐ Floodway ☐ General Flood Plain
DISCLAIMER					
<i>I hereby apply for a zoning permit and I acknowledge that the information above is complete and accurate, that the work will be in conformance with the ordinances and codes of Goodhue County. The applicant also understands by signing this application he/she could be held responsible as representative of this project for any violation of compliance with all applicable laws and ordinances of Goodhue County. This permit may be suspended or revoked if the permit has been issued in error or on the basis of incorrect information supplied or in violation of any ordinance or regulation of Goodhue County. All provisions of law and ordinances governing this type of work will be complied with whether specified herein or not.</i>					
<u><i>Norm Doty</i></u> Property Owner Signature			<u>JUNE 15, 2026</u> Date		
TOWNSHIP APPROVALS					
I, <u>FREDERICK PLAAS</u> , acting on behalf of the Township of <u>Wacouta</u> in capacity of <u>Wacouta Township Zoning Administrator</u> hereby certify that the above described project has been approved according to the Wacouta Township Zoning Ordinance. Also that the above named property owner certifies that the structure and use must meet all Wacouta Township Codes & Ordinances and must be constructed as indicated.					
<u><i>Frederick Plaas</i></u> Frederick Plaas, Wacouta Township Zoning Administrator			<u>JUNE 15, 2026</u> Date		
Application Fee <u>\$ 200.00</u>			Receipt Number _____		

FOLLOW-UP: WACOUTA Public Data Request from June 14, 2026

Wacouta Township <wacoutatownship1853@gmail.com> Fri, Jun 26, 2026 at 9:46 AM
To: greenspointcommittee <greenspointcommittee@gmail.com>

Attached is the Doty permit

[Quoted text hidden]

[Quoted text hidden]

 **Doty permit.pdf**
41K



INDIVIDUAL SEWAGE TREATMENT SYSTEM
Goodhue County Environmental Health Department
 509 W 5th Street - Red Wing, MN 55066
 (651) 385-6132 - Fax (651) 267-4875

LOCATION:

Owner's Name: Doty Dev LLC Phone: 507-251-9542
 Owner's Email: norm.doty@expressmn.com
 Mailing Address: 311649 Lakeview Ave City: Red Wing Zip: 55066
 Site location: lot to west of 27710 Greens Pt Rd PARCEL#: 43.210.0730

Construction Proposed:

☒ New Construction ☐ Replacement System ☐ Repair
☒ House ☐ Other ☐ *Number of Bedrooms 3
 *See Minnesota Rules Chapter 7080.110 Subpart 9.

☐ **Garbage Disposal***

*If garbage disposal is installed a two compartment septic tank or two septic tanks must be used

Tank And Treatment System:

The capacity of each septic tank is 1000 and combo Lift Tank: 650

Type of Treatment System Used (check the system & the type):

☐ Trench ☒ Mound Box ☐ Holding Tank only ☐ Other Establishment
☐ Chamber ☐ Bed ☐ Other ☐ New Technology
☐ EZ Flow ☐ High Capacity Chambers

Total square footage to be installed: Attach worksheets.

Rock under pipe: 6 inches. Lineal feet of 3' wide trenches _____

SITE INFORMATION: Date of Site Evaluation: 4-17-26

Depth of Restricting Layer: 678.5 Inspector: Holst

Maximum Depth of Soil Penetration: 678.5 Disturbed or Compacted? ☐ Yes ☒ No

Flood Plain? ☒ Yes ☐ No Shoreland? ☒ Yes ☐ No Property Split? ☐ Yes ☒ No

Soil Type:

☐ Coarse Sand ☐ Fine Sand 1.67 (.6) ☐ Loam 1.67 (.6) ☐ Clay Loam 2.20 (.45)
☐ Sand 0.83 (1.2) ☐ Sandy Loam 1.27 (.78) ☐ Silt Loam 2.00 (.5)

Well Information:

New Well: _____ Existing Well: X Casing Verified: shared

Distance to Tank and Drainfield: > 100'

Water test submitted ☐ Yes ☐ No (Existing Dwelling only)

Attach all worksheets, drawings and soil boring logs.

Notice and Signature:

This information will be used to determine conformity to adopted construction requirements and to facilitate storage and retrieval of records. Failure to provide all requested information may result in the denial of a permit. All information submitted as part of this application is deemed public information and is available to anyone upon request.

Pipe Layer Cert # _____

Installer's Name: MJS of Red Wing MPCA Cert # 1675 Phone #: 651-388-6477

Address: PO Box 46 City: Red Wing Zip: 55066

Designer's Name: MJS of Red Wing MPCA# 1575 Date: 6-16-26

FOR OFFICE USE ONLY

ISTS Permit # 26-037

Approved by: WR

**Date: July 2, 2026

Receipt # 358826200 Amount \$ 825.00

Paid permit? Variance fees

Comments:

Type III Box Mound, 10x38; Rock: 6"
1 Tank; 1650 2C; 1000 Septic; 650 Pump

Water test required for new
Construction!

Contractor indicated a new
well will be drilled -

Variance? ☒ Yes ☐ No

Operating Permit ☐ Yes ☒ No

Operating Permit Number _____

** permit is valid for 1 year from date of issue.

**this permit is non-transferable.

Soils Verified

☒ Yes
WR

☐ No

RECEIVED

By William Root at 3:28 pm, Jun 23, 2026

Subsurface Sewage Treatment System Installation

Permit Application checklist

All items on the checklist must be completed or the application will not be accepted. Any payments will be refunded, and the permit will be denied. Application Submittal email: gcehmail@co.goodhue.mn.us

☒ Complete application form worksheets (GCSSTS 2014 Art6 Section 2.4)

☒ Site evaluation report (GCSSTS 2014 Art6 Section 2.4 A)

☒ Completed soil boring logs

☒ Complete and signed septic system management plan
(GCSSTS 2014 Art6 Section 2.4 C)

☒ Complete design report and worksheets (GCSSTS 2014 Art6 Section 2.4 B)

☒ Site map

☒ Application payment

☒ Proof of payment: Payment Date 6-22-26

- Cash payment Receipt # _____
- Online payment Transaction # 358826200 (attach receipt)
- Check payment Receipt # _____ check # _____
 - Check in mail: sent Date _____

☒ Any necessary variance applications (after the fact variances will not be granted)

☒ Proof of payment: Payment Date _____

- Cash payment Receipt # _____
- Online payment Transaction # 368826200
- Check payment Receipt # _____ check # _____
 - Check in mail: sent Date _____



SEPTIC SYSTEM MANAGEMENT PLAN

EXHIBIT F

Goodhue County Environmental Health Department

509 W 5th Street - Red Wing, MN 55066

www.co.goodhue.mn.us

(651) 385-6132

The goal of a septic system is to protect human health and the environment by properly treating wastewater before returning it to the environment. Your septic system is designed to kill harmful organisms and remove pollutants before the water is recycled back into our lakes, streams and groundwater.

This management plan will identify the operation and maintenance activities necessary to ensure long-term performance of your septic system. Some of these activities must be performed by you, the homeowner. Other tasks must be performed by a licensed septic maintainer or service provider. However, it is YOUR responsibility to make sure all tasks get accomplished in a timely manner.

The University of Minnesota's *Septic System Owner's Guide* contains additional tips and recommendations designed to extend the effective life of your system and save you money over time.

Proper septic system design, installation, operation and maintenance means safe and clean water!

Property Owner	<u>Doty Dev LLC</u>	
Property Address	<u>next to 2710 Greens Pl</u>	Parcel # <u>43.210.0730</u>
System Installer	<u>MJS of Red Wing</u>	License # <u>1575</u>
Service Provider/Maintainer	<u>MJS of Red Wing</u>	Phone <u>388-6473</u>
Permitting Authority	<u>Gen</u>	Phone <u>386-6132</u>
Permit #		Date Inspected

☐ Septic System Owner's Guide provided

Keep this Management Plan with your Septic System Owner's Guide. The Septic System Owner's Guide includes a folder to hold maintenance records including pumping, inspection and evaluation reports. Ask your septic professional to also:

- Attach permit information, designer drawings and as-builts of your system, if they are available.
- Keep copies of all pumping records and other maintenance and repair invoices with this document.
- Review this document with your maintenance professional at each visit; discuss any changes in product use or water-use appliances.

For a copy of the Septic System Owners Guide, if you have not received one, call our office 651.385.6132.

Professional Management Tasks

These are the operation and maintenance activities that a pumper/maintainer performs to help ensure long-term performance of your system. Professionals should refer to the O/M Manual for detailed checklists for tanks, pumps, alarms, and other components.

- ☐ Written record provided to homeowner after each visit.

Soil Treatment Area:

- ☐ Inspection pipes. Check to make sure they are properly capped. Replace caps that are damaged.
- ☐ Surfacing of effluent. Check for surfaced effluent or other signs of problems.
- ☐ Check the condition of gravity trenches, at grade system, mound location or any other distribution medium that applies to each individual system. with ponded effluent. Identify the percentage of the system in use.

Determine if action is needed.

All other components – inspect as listed here:

Information on Your System

Soil Treatment Area

Trenches:	total lineal feet	☐ Gravity distribution
Number of trenches:	at feet each	☒ Pressure distribution
Drainbed size (length x width)	ft x ft	☐ Inspection ports
Mound area:	38 length x 10 width Box mound	☐ Cleanouts
At-grade	length x width	☐ Surface water diversions
Rock bed size:	38 ft x 18 ft	

Homeowner Management Tasks

These operation and maintenance activities are your responsibility. Use the chart in your homeowners guide to figure your pumping schedule.

During each visit by a pumper/maintainer

- ☐ Ask if your pumper/maintainer is licensed in Minnesota
- ☐ Make sure that your pumper/maintainer services the tank through the manhole. (NOT through a 4" or 6" diameter inspection port.)
- ☐ Ask your pumper/maintainer to accomplish the tasks listed on the Professional Tasks listed below.

Activity	Date Accomplished									
Check Frequently:										
Leaks: check for plumbing leaks										
Soil treatment area check for surfacing										
Lint Filter: check, clean if needed										
Effluent screen: if owner-maintained										
Check Annually:										
Water usage rate (monitor frequency)										
Caps: inspect, replace if needed										
Water use appliances – review use										
Other:										

Please keep a copy of your permit and final inspection form.

"I understand it is my responsibility to properly operate and maintain the sewage treatment system on this property, utilizing the Management Plan. If requirements in this Management Plan are not met, I will promptly notify the permitting authority and take necessary corrective actions. If I have a new system, I agree to adequately protect the reserve area for future use as a soil treatment system."

X Property Owner Signature: Nancy D. Doty

Date: June 23, 2026



GOODHUE
COUNTY

MN

EXHIBIT F

6/23/2026 10:18:53 AM

Date / Time Goodhue Cty - Land Use Online

Cashier

Transaction ID 358826200

\$825.00 Amount

Account Number 01-127-129-0000-5150

Applicants Name Debra Kull

Parcel Number 43.210.0730

permit 475
variance 350

825

Payment Summary : Mastercard payment for \$825.00.

Payment Acct Last4 : *****0608

Billing Name : Debra Kull

Billing Address : PO Box 46
Red Wing, MN 55066

Phone Number : 6513886473

Email Address : mjsfredwing@yahoo.com

Signature _____

Thank you for your Payment.

Preliminary
Evaluation Worksheet

1. Contact Information

v 05.01.2026

Property Owner/Client: Doty Dev LLC Date Completed: 6/18/2026

Site Address: 27710 Greens Point Rd Red Wing MN 55066 Project ID:

Email: norm.doty@expresspros.com Phone: 507-261-9547

Mailing Address: 31549 Lakeview Ave R.W. Alt Phone:

Legal Description: Sec32-TWP 113-Ranch 014 Wacouta Beach Doc 708665 Pt of Lot A BL 6

Parcel ID: 43.210.0730 SEC: 32 TWP: 113 RNG: 14

2. Flow and General System Information

A. Client-Provided Information

Project Type: ☒ New Construction ☐ Replacement ☐ Expansion ☐ RepairProject Use: ☒ Residential ☐ Other Establishment:

Residential use: # Bedrooms: 3 Dwelling sq.ft.: Unfinished sq.ft.:

Adults: # Children: # Teenagers:

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

Water-using devices: (check all that apply)

☐ Garbage Disposal/Grinder	☒ Dishwasher	☐ Hot Tub*
☐ Sewage pump in basement	☒ Water Softener*	☐ Sump Pump*
☐ Large Bathtub >40 gallons	☐ Iron Filter*	☐ Self-Cleaning Humidifier*
☒ Clothes Washing Machine	☐ High Eff. Furnace*	☐ Other:

* Clear water source - should not go into system

Additional current or future uses:

Anticipated non-domestic waste: none

The above is complete & accurate:

Client signature & date

B. Designer-determined Flow and Anticipated Waste Strength Information

Attach additional information as necessary.

Design Flow: 450 GPD Anticipated Waste Type: Residential

Maximum Concentration BOD: 170 mg/L TSS: 60 mg/L Oil & Grease: 25 mg/L

3. Preliminary Site Information

A. Water Supply Wells

#	Description	Mn. ID#	Well Depth (ft.)	Casing Depth (ft.)	Confining Layer	STA Setback	Source
1	none						
2							
3							
4							

Additional Well Information: May share well with neighbor house

Preliminary
Evaluation Worksheet

Site within 200' of noncommunity transient well (Y/N)	No	Yes, source:	
Site within a drinking water supply management area (Y/N)	No	Yes, source:	
Site in Well Head Protection inner wellhead management zone (Y/N)	No	Yes, source:	
Buried water supply pipes within 50 ft of proposed system (Y/N)	No		
Water Supply Pipe Comments:			

B. Site located in a shoreland district/area?		Yes	Yes, name:	
Elevation of ordinary high water level:		672.9	ft	Source: DNR
Classification:	Lake - General Development	Tank Setback:		ft. STA Setback:
C. Site located in a floodplain?		Yes	Yes, Type(s):	
Floodplain designation/elevation (10 Year):		678	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:	N644A	Slope Range:	0-3	%	
List landforms:	flood plains				
Landform position(s):	summit ,tread				
Parent materials:	mixed sandy alluvium				
Depth to Bedrock/Restrictive Feature:	>80	in	Depth to Watertable:	2.5-	in
Map Unit Ratings	Septic Tank Absorption Field- At-grade:	Extremely Limited			
	Septic Tank Absorption Field- Mound:	Extremely Limited			
	Septic Tank Absorption Field- Trench:	Extremely Limited			

5. Local Government Unit Information

Name of LGU:	GCEH
LGU Contact:	P Holst
LGU-specific setbacks:	
LGU-specific design requirements:	
LGU-specific installation requirements:	

Notes:	
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Field Evaluation Worksheet

1. Project Information

v 05.01.2026

Property Owner/Client: Doty Dev LLC

Project ID:

Site Address: 27710 Greens Point Rd Red Wing MN 55066

Date Completed: 6/18/2026

2. Utility and Structure Information

Utility Locations Identified ☐ Gopher State One Call #

☐ Any Private Utilities:

Locate and Verify (see Site Evaluation map)

☒ Existing Buildings

☐ Improvements

☐ Easements

☒ Setbacks

3. Site Information

Vegetation type(s): Forest

Landscape position: Foot Slope

Percent slope: 1.0 %

Slope shape: Convex, Convex

Slope direction: East

Describe the flooding or run-on potential of site: great

Describe the need for Type III or Type IV system: it is in shoreland

Note: it will be a box mound

Proposed soil treatment area protected? (Y/N): Yes

If yes, describe: tape

4. General Soils Information

Filled, Compacted, Disturbed areas (Y/N): Yes

If yes, describe:

Fill will be removed and mound sand put in.

Soil observations were conducted in the proposed system location (Y/N): Yes

A soil observation in the most limiting area of the proposed system (Y/N): Yes

Number of soil observations: 10

Soil observation logs attached (Y/N): Yes

Percolation tests performed & attached (Y/N): No

5. Phase I. Reporting Information

Limiting Condition*:	Depth	Elevation
Periodically saturated soil:		678.50
Standing water:		
Bedrock:		

*Most Restrictive Depth Identified from List Below

Soil Texture: Medium Sandy Loam

Percolation Rate: 5.0 min/inch

Soil Hyd Loading Rate: 1.00 gpd/sq.ft

Benchmark Elevation: 678.0 ft

Elevations and Benchmark on map? (Y/N): Yes

Benchmark Elevation Location: tree

Differences between soil survey and field evaluation:

Site evaluation issues / comments:

Anticipated construction issues:

1. PROJECT INFORMATION		v 05.01.2026
Property Owner/Client:	Doty Dev LLC	Project ID:
Site Address:	27710 Greens Point Rd Red Wing MN 55066	Date: 4/18/26
Email Address:	norm.doty@expresspros.com	Phone: 507-251-9543
2. DESIGN FLOW & WASTE STRENGTH		
Design Flow:	450 GPD	Anticipated Waste Type: Residential
BOD:	170 mg/L	TSS: 60 mg/L
		Oil & Grease: 25 mg/L
Treatment Level:	C <i>Select Treatment Level C for residential septic tank effluent</i>	
3. HOLDING TANK SIZING <i>Holding Tank Sizing: see 7080.2290</i>		
Code Minimum Holding Tank Capacity:		Gallons with Tanks or Compartments
Recommended Holding Tank Capacity:		Gallons with Tanks or Compartments
The holding tank(s) will be:		<i>Existing tank reuse requires a tank integrity assessment</i>
Type of High Level Alarm:		
(Alarm Set @ 75% tank capacity measured from inlet to bottom)		
Comments:		
4. SEPTIC TANK SIZING <i>Septic Tank Sizing: See 7080.1930</i>		
A. Residential dwellings:		
Number of Bedrooms (Residential):	3	
Code Minimum Septic Tank Capacity:	1000 1	with 1 Tanks or Compartments
Recommended Septic Tank Capacity:	1000 Gallons	with 1 Tanks or Compartments
The septic tank(s) will be:	All New <i>Existing tank reuse requires a tank integrity assessment</i>	
Comments:		
Effluent Screen & Alarm (Y/N):	Yes	Model/Type: polyloc525
B. Other Establishments:		
Waste received by:		GPD x Days Hyd. Retention Time
7080 Minimum Septic Tank Capacity:		Gallons with Tanks or Compartments
Designed Septic Tank Capacity:		Gallons with Tanks or Compartments
The septic tank(s) will be:	<i>Existing tank reuse requires a tank integrity assessment</i>	
Comments:		
Effluent Screen & Alarm (Y/N):		Model/Type:
* Other Establishments Require Department of Labor and Industry Approval and Inspection for Building Sewer *		

Design Summary Page

5. PUMP TANK SIZING Sizing: see 7080.2100 Enter in Pump Tank Tab

Soil Treatment Dosing Tank

Pump Tank Capacity (7080 Minimum): Gal
Pump Tank Capacity (Designed): Gal
Pump Req: GPM Total Head ft
Supply Pipe Dia. in Dose Vol: gal

Other Component Dosing Tank:

Pump Tank Capacity (7080 Minimum): Gal
Pump Tank Capacity (Designed): Gal
Pump Req: GPM Total Head ft
Supply Pipe Dia. in Dose Vol: Gal

* Flow measurement device must be incorporated for any system with a pump *

6. SYSTEM AND DISTRIBUTION TYPE

Project ID:

Soil Treatment Type: Mound Distribution Type: Pressure Distribution-Level
Elevation Benchmark: 678.00 ft Benchmark Location: tree
MPCA System Type: Type III Distribution Media: Rock
Type III/IV/V Details: box mound

7. SITE EVALUATION SUMMARY:

Describe Limiting Condition: Flood Elevation

Layers with >35% Rock Fragments? (yes/no) No 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:

Limiting Condition: Depth inches Depth ft Elevation 678.50 ft **Elevations are critical for system compliance.**
Minimum Req'd Separation: 36 inches 3.00 ft Mound Minimum Sand Depth: #VALUE! inches
Designed Distribution Media Bottom Elevation*: 678.50 ft Designed Separation: 0.0 inches

*This is the minimum elevation of the bottom of the distribution media for required separation related to the established benchmark

A. Soil Texture: Medium Sandy Loam

B. Soil Hyd. Loading Rate: 1.00 GPD/ft²

C: Percolation Rate: 5.00 MPI

D. Contour Loading Rate: 12.0

Note:

E. Measured Land Slope: 1.0 %

Note:

Comments:

8. SOIL TREATMENT AREA DESIGN SUMMARY Only applicable fields will be filled based on Treatment Area Type

Trench:

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

Bed:

Dispersal Area sq.ft Sidewall Depth in Maximum Bed Depth in
Bed Width ft Bed Length ft Designed Bed Depth in

Project ID: _____

Mound:

Dispersal Area sq.ft Media Length ft Media 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

At-Grade:

Dispersal Area sq.ft Bed Length ft Bed Width ft

Upslope Berm ft Downslope Berm ft Finished Height ft

System Length ft Endslope Berm ft System Width ft

Level & Equal Pressure Distribution Soil Treatment Area

No. of Laterals Lateral Diameter in Lateral Spacing ft

Perforation Spacing ft Perforation Diameter in Drainback Volume gal

Min Dose Volume gal Max Dose Volume gal Total Dosing Volume gal

Non-Level and Unequal Pressure Distribution Soil Treatment Area

	Elevation (ft)	Pipe Size (in)	Pipe Volume (gal/ft)	Pipe Length (ft)	Perf Size (in)	Spacing (ft)	Spacing (in)	Minimum Dose Volume gal
Lateral 1								
Lateral 2								Maximum Dose Volume gal
Lateral 3								
Lateral 4								
Lateral 5								Total Dosing Volume gal
Lateral 6								

9. Organic Loading and Additional Info for HSW or Type IV/V Design - See Organic Loading tab

Organic Loading to Soil Treatment (Based on Waste Strength Data and Organic Loading Design)

A. Organic Loading Based on: B. Minimum required area sq.ft

Technology Strength Reduction (Treatment Level or HSW)

A. Starting Waste Strength Treatment designed to meet:

Pretreatment Technology: *Must Meet or Exceed Target Level

Model: Units:

Disinfection Technology: *Required for Levels A & B

Model: Units:

10. Comments/Special Design Considerations:

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

DKLair/SDKull

(Designer)

Dklair/Dkull

(Signature)

1575

(License #)

6/18/2026

(Date)



Mound Design Worksheet

≤ 1% Slope

1. SYSTEM SIZING:

Project ID:

v 05.01.2026

- A. Design Flow : GPD
- B. Soil Loading Rate: GPD/sqft
- C. Depth to Limiting Condition: ft
- D. Percent Land Slope: %
- E. Media (Sand) Loading Rate: GPD/sqft
- F. Mound Absorption Ratio:

TABLE IXa

LOADING RATES FOR DETERMINING BOTTOM ABSORPTION AREA
AND ABSORPTION RATIOS USING PERCOLATION TESTS

Percolation Rate (MPI)	Treatment Level C		Treatment Level A, A-2, B,	
	Absorption Area Loading Rate (gpd/ft ²)	Mound Absorption Ratio	Absorption Area Loading Rate (gpd/ft ²)	Mound Absorption Ratio
<0.1	-	1	-	1
0.1 to 5	1.2	1	1.6	1
0.1 to 5 (fine sand and loamy fine sand)	0.6	2	1	1.6
6 to 15	0.78	1.5	1	1.6
16 to 30	0.6	2	0.78	2
31 to 45	0.5	2.4	0.78	2
46 to 60	0.45	2.6	0.6	2.6
61 to 120	-	5	0.3	5.3
>120	-	-	-	-

Table I MOUND CONTOUR LOADING RATES:				
Measured Perc Rate	← OR →	Texture - derived mound absorption ratio		Contour Loading Rate:
≤ 60mpi		1.0, 1.3, 2.0, 2.4, 2.6	→	≤ 12
61-120 mpi	← OR →	5.0	→	≤ 12
≥ 120 mpi*		>5.0*	→	≤ 6*

*Systems with these values are not Type I systems.
Contour Loading Rate (linear loading rate) is a
recommended value.

2. DISPERSAL MEDIA SIZING

- A. Hydraulic Absorption Required Bottom Area: Design Flow (1A) ÷ Design Media Loading Rate(1E)

$$\frac{450 \text{ GPD}}{1.2 \text{ GPD/sqft}} = 375.0 \text{ sq.ft}$$

Optional Upsizing of Dispersal Media Area

- B. Larger Area Size or Organic Sizing of Area (see
-
- organic loading sheet - 2G)

$$380.0 \text{ sq.ft}$$

- C. Designed Dispersal Media Area:
-
- sq.ft Larger of 2A or 2B

- D. Enter Dispersal Bed Width:
-
- ft Can not exceed 10 feet.

- E. Calculate Contour Loading Rate: Bed Width(2D) X Design Media Loading Rate (1E)

$$10.0 \text{ ft} \times 1.2 \text{ GPD/sq.ft} = 12.0 \text{ gal/ft} \quad \text{Can not exceed Table 1}$$

- F. Calculate Minimum Dispersal Bed Length: Dispersal Media Area(2C) ÷ Bed Width (2D)

$$\frac{380 \text{ sqft}}{10.00 \text{ ft}} = 38.00 \text{ ft}$$

If a longer dispersal media is desired, enter Length(ft):

3. ABSORPTION AREA SIZING

A. Calculate Absorption Width: Bed Width(2D) X Mound Absorption Ratio(1F)

$$\boxed{10.00} \text{ ft} \times \boxed{1.0} = \boxed{10.00} \text{ ft}$$

B. For slopes from 0 to 1%, the Absorption Width is measured from the bed equally in both directions.

Absorption Width Beyond the Bed: Absorption Width(3A) - Bed Width(2D) ÷ 2

$$(\boxed{10.0} \text{ ft} - \boxed{10.0} \text{ ft}) \div 2.0 = \boxed{0.0} \text{ ft}$$

4. DISTRIBUTION MEDIA

Project ID:

Select Dispersal Media:

Rock

Enter Either 4A or 4B

A. Rock Depth Below Distribution Pipe

 $\boxed{6} \text{ in}$

B. Registered Media

0

Registered Media Height

in

Specific Media Comments:

Check registered product
information for specific
application details and design

5. MOUND SIZING

A. Clean Sand Lift: Required Separation - Depth to Limiting Condition = Clean Sand Lift (1 ft minimum)

$$\boxed{3.0} \text{ ft} - \boxed{\#VALUE!} \text{ ft} = \boxed{\#VALUE!} \text{ ft} \quad \text{Design Sand Lift (optional): } \boxed{} \text{ ft}$$

B. Upslope Height = Clean Sand Lift(5A) + Depth of Media(4AorB) + Depth to Cover Pipe(0.33ft) + Depth of Cover (1 ft)

$$\boxed{\#VALUE!} \text{ ft} + \boxed{0.50} \text{ ft} + \boxed{0.33} \text{ ft} + \boxed{1.00} \text{ ft} = \boxed{\#VALUE!} \text{ ft}$$

C. Berm Width = Upslope Mound Height(5B) X Finished Slope (4 is recommended, but could be 3-12)

$$\boxed{\#VALUE!} \text{ ft} \times \boxed{} = \boxed{\#VALUE!} \text{ ft}$$

D. Total Landscape Width = Berm Width(5C) + Dispersal Bed Width(2D) + Berm Width(5C)

$$\boxed{\#VALUE!} \text{ ft} + \boxed{10.0} \text{ ft} + \boxed{\#VALUE!} \text{ ft} = \boxed{\#VALUE!} \text{ ft}$$

E. Additional Berm Width if necessary for absorption area - Absorption Width(3A) - Total Landscape Width(5D)

$$\boxed{10.0} \text{ ft} - \boxed{\#VALUE!} \text{ ft} = \boxed{\#VALUE!} \text{ ft} \quad \text{if number is negative (<0), value is ZERO}$$

F. Final Berm Width = Additional Berm Width(5E) + Berm Width(5C)

$$\boxed{\#VALUE!} \text{ ft} + \boxed{\#VALUE!} \text{ ft} = \boxed{\#VALUE!} \text{ ft}$$

G. Total Mound Width = Final Berm Width(5F) + Dispersal Bed Width(2D) + Final Berm Width(5F)

$$\boxed{\#VALUE!} \text{ ft} + \boxed{10.0} \text{ ft} + \boxed{\#VALUE!} \text{ ft} = \boxed{\#VALUE!} \text{ ft}$$

H. Total Mound Length = Final Berm Width(5F) + Dispersal Bed Length(2F) + Final Berm Width(5F)

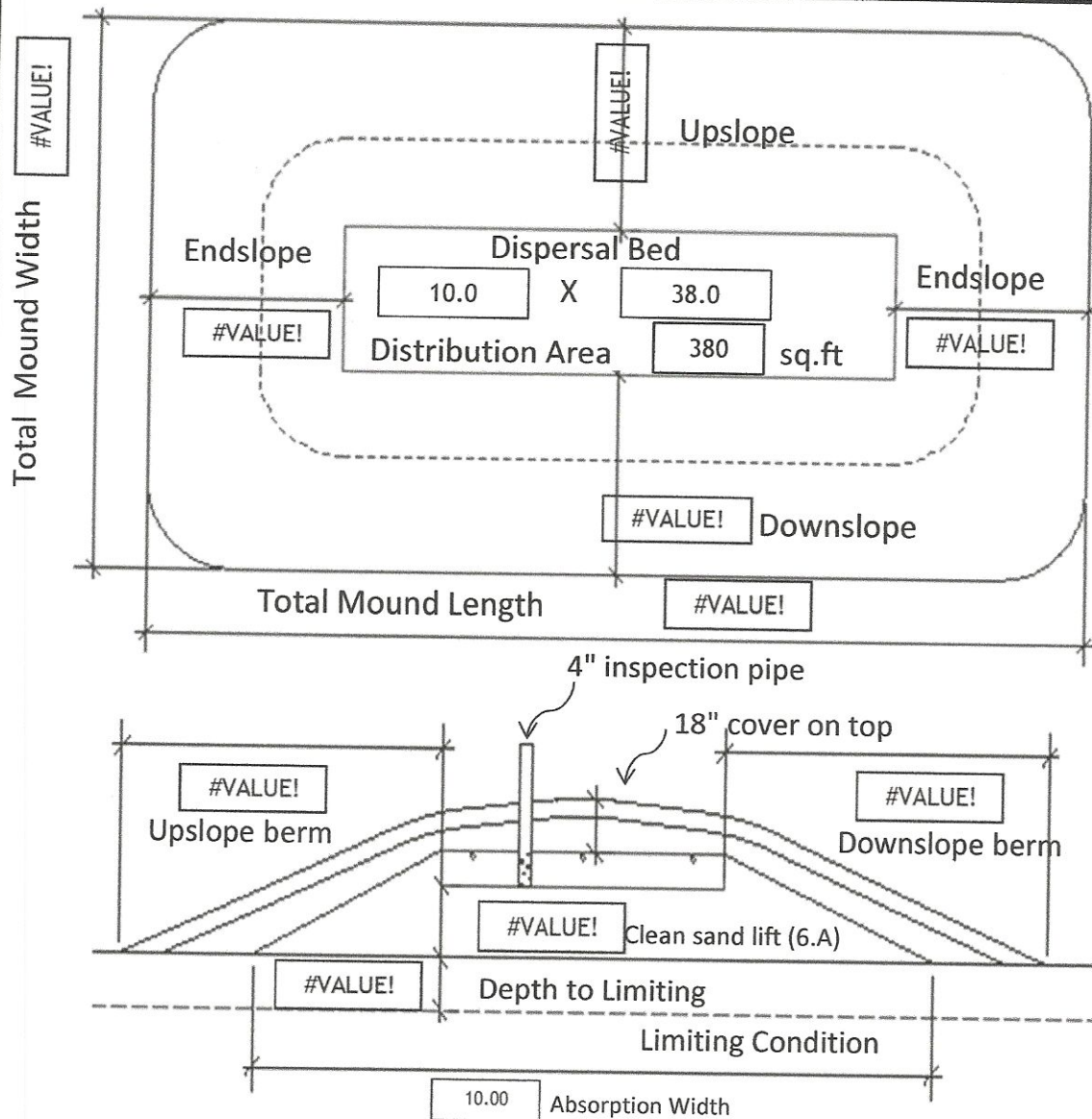
$$\boxed{\#VALUE!} \text{ ft} + \boxed{38.0} \text{ ft} + \boxed{\#VALUE!} \text{ ft} = \boxed{\#VALUE!} \text{ ft}$$

I. Setbacks from the Bed: Absorption Width (3A) - Dispersal Bed Width(2D) divided by 2

$$(\boxed{10.0} \text{ ft} - \boxed{10.0}) / 2.0 = \boxed{0.0} \text{ ft}$$

6. MOUND DIMENSIONS (Feet)

Project ID:



Elevation based on Benchmark

Required Separation: 36.0 (in)

Elevation Limiting Layer: 678.50 ft

Distribution Media: Rock

Elevation required Separation: 681.50 ft

Media Depth Below Pipe: 6.0 (in)

Elevation Distribution Media Bottom: 678.50 ft

Manifold Connection: End

Lateral Pipe Diameter: 2.00 (in)

Perforation Size: 7/32 (in)

Perforation Spacing: 36.0 (in)

If Split and Non-Level Pressure Distribution Used: See Non-Level Pressure Distribution Form

Comments:

Dispersal area required is 380 sq ft. The box mound will be 19' x 20' inside with sand and 1 ft to concrete wall.



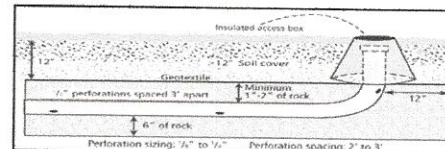
Pressure Distribution Design Worksheet

Project ID:

v 05.01.2026

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

$$[(\text{ } 10 \text{ } - 4) \div 3] + 1 = \text{ } 3 \text{ } \text{laterals}$$
 Does not apply to at-grades
4. Designer Selected Number of Laterals: laterals
Cannot be less than line 2 (Except in at-grades)

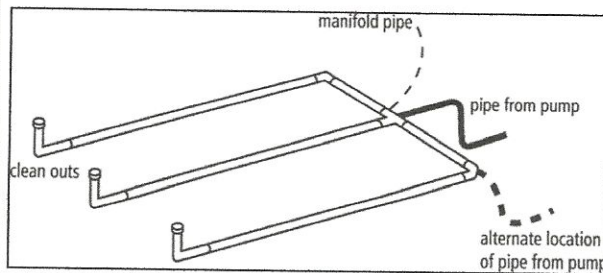


5. Lateral spacing in Bed; *Must be greater than 1 foot and no more than 3 feet*: ft
6. Length of Laterals = Media Bed Length(2.) - 2 Feet.
 - 2ft = ft *Perforation can not be closer then 1 foot from edge.*
7. Select Perforation Spacing: ft
8. Determine the Number of Perforation Spaces. Divide the Length of Laterals(6.) by the Perforation Spacing (7.) 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(8.). 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
10. Select Perforation Diameter Size: in 0.21875
11. Select Lateral Diameter (See Table): in
12. Select Manifold Connection (End or Center): *If Center Manifold Connection the max number of perfs per lateral in the table can be doubled.*

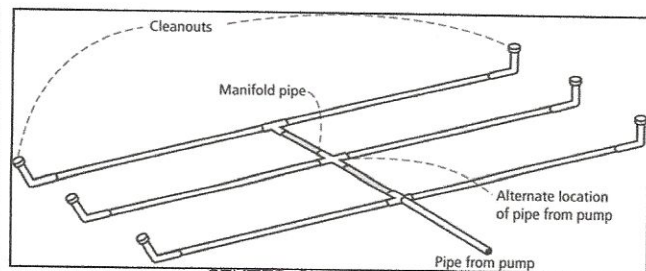
Maximum Number of Perforations Per Lateral to Guarantee <10% Discharge Variation										
1/4 Inch Perforations						7/32 Inch Perforations				
Perforation Spacing (Feet)	Pipe Diameter (Inches)					Perforation Spacing (Feet)	Pipe Diameter (Inches)			
	1	1 1/4	1 1/2	2	3		1	1 1/4	1 1/2	2
2	10	13	18	30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



Pressure Distribution Design Worksheet



END Connection



CENTER Connection

Perf Per Lateral: 13Perf Per Lateral Equal Split: 7 | 6OPTIONAL Perf Per Lateral Non-Equal Split*: |

* must not exceed maximum number perfs per lateral in table

End Feed Lateral Min Diameter: Center Feed Lateral Min Diameter:

13. Total Number of Perforations equals the Number of Perforations per Lateral (9.) multiplied by the Number of Perforated Laterals (4.)

$$\boxed{13} \text{ Perf. Per Lat. } \times \boxed{3} \text{ Number of Perf. Lat. } = \boxed{39} \text{ Total Number of Perf.}$$

14. 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)(1.) X Bed Length (ft)(2.)

$$\boxed{10.00} \text{ ft } \times \boxed{38.00} \text{ ft } = \boxed{380} \text{ sq.ft}$$

- b. Square Foot per Perforation = Bed Area (14a) ÷ by Total Number of Perfs (13)

$$\boxed{380} \text{ sqft } \div \boxed{39} \text{ perf } = \boxed{10} \text{ sq.ft/perf}$$

15. Select Minimum Average Head: 1.0 ft

16. Select Perforation Discharge based on Table: 0.56 GPM per Perf

17. Flow Rate = Total Number of Perfs(13.) X Perforation Discharge(16.)

$$\boxed{39} \text{ Perfs } \times \boxed{0.56} \text{ GPM per Perforation } = \boxed{23.0} \text{ GPM}$$

18. Volume of Liquid Per Foot of Distribution Piping (Table II): 0.170 Gallons/ft

19. Volume of Distribution Piping = Number of Perforated Laterals(4.) X Length of Laterals(6.) X Volume of Liquid Per Foot of Distribution Piping (18.)

$$\boxed{3} \times \boxed{36.0} \text{ ft } \times \boxed{0.170} \text{ gal/ft } = \boxed{18.4} \text{ Gallons}$$

20. Minimum Delivered Volume = Volume of Distribution Piping (19.) X 4

$$\boxed{18.4} \text{ gal } \times \boxed{4} = \boxed{73.4} \text{ Gallons}$$

21. Maximum Delivered Volume = Design flow x 25%

$$\boxed{450} \text{ gpd } \times \boxed{25\%} = \boxed{112.5} \text{ Gallons}$$

22. Minimum Delivered vs Maximum Delivered evaluation:

Volume ratio correct

Perforation Discharge (GPM)				
Head (ft)	Perforation Diameter			
	1/8	3/16	7/32	1/4
1.0 ^a	0.18	0.41	0.56	0.74
1.5	0.22	0.51	0.69	0.9
2.0 ^b	0.26	0.59	0.80	1.04
2.5	0.29	0.65	0.89	1.17
3.0	0.32	0.72	0.98	1.28
4.0	0.37	0.83	1.13	1.47
5.0 ^c	0.41	0.93	1.26	1.65
1 foot	Dwellings with 3/16 inch to 1/4 inch perforations			
2 feet	Dwellings with 1/8 inch perforations			
5 feet	Other establishments and MSTs with 3/16 inch to 1/4 inch perforations			
	Other establishments and MSTs with 1/8 inch perforations			

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:

v 05.01.2026

Pumping to Gravity or Pressure Distribution:

Pressure

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

B. If pumping to a pressurized distribution system: 23.0 GPM

C. Enter pump description: Demand Dosing

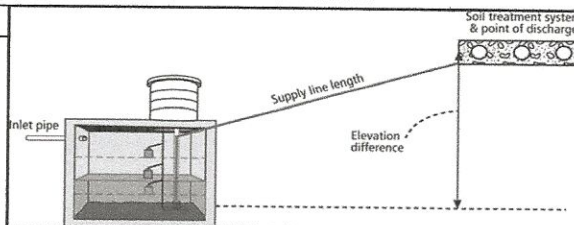
2. HEAD REQUIREMENTS

A. Elevation Difference 8.0 ft
between pump and point of discharge:

B. Distribution Head Loss: 5 ft

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

* Common additional head loss: gate valve = 1 ft each, globe valve = 1.5 ft each, splitter valve = see manufacturers details



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: 2.0 in

2. Supply Pipe Length: 20 ft

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

Friction Loss = 1.5 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 X 1.25 = Equivalent Pipe Length

20 ft X 1.25 = 25.0 ft

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

Supply Friction Loss =

1.5 ft per 100ft X 25.0 ft ÷ 100 = 0.4 ft

H. *Total Head* requirement is the sum of the *Elevation Difference(2A)* + *Distribution Head Loss(2B)* + *Additional Head Loss(2C)* + *Supply Friction Loss(2G)*

8 ft + 5.0 ft + ft + 0.4 ft = 13.4 ft

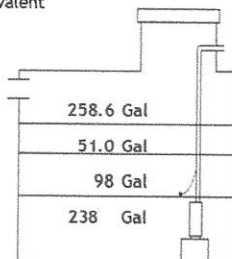
3. PUMP SELECTION

A pump must be selected to deliver at least 23.0 GPM with at least 13.4 feet of total head.

Comments:

DETERMINE TANK CAPACITY AND DIMENSIONS				Project ID:	v 05.01.2026
1.	A. Design Flow:	450 GPD	C. Tank Use:	Dosing	
	B. Code minimum pump tank capacity:	450 Gal	D. Designed pump tank capacity:	650 Gal	
2.	A. Tank Manufacturer:	Wieser	B. Tank Model:	WLP1000/650	
	C. Capacity from manufacturer:	646 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. Liquid depth of tank from manufacturer:	38.0 inches			
	E. Gallons per inch from manufacturer:	17.0 Gallons per inch			
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 (2E) (12 in + 2 inches) X 17.0 Gallons Per Inch = 238 Gallons				
4.	Minimum Delivered Volume = 4 X Volume of Distribution Piping: -Item 19 of the Pressure Distribution STA or Item 11 of Non-level STA				
		73.4 Gallons (Minimum dose)	4.32 inches/dose		
5.	Calculate Maximum Pumpout Volume (25% of Design Flow(1A))				
	Design Flow:	450 GPD	X 0.25 =	112.5 Gallons (Maximum dose)	6.62 inches/dose
6.	Select a pumpout volume that meets both Minimum and Maximum:				
		95.0 Gallons			
7.	Calculate Doses Per Day = Design Flow(1A) ÷ Delivered Volume(6.)				
	450 gpd ÷	95.0 gal =	4.7 Doses*		
	* Doses need to be equal to or greater than 4				
8.	Calculate Drainback:				
	A. Diameter of Supply Pipe =	2 inches			
	B. Length of Supply Pipe =	20 feet			
	C. Volume of Liquid Per Lineal Foot of Pipe =	0.170 Gallons/ft			
	D. Drainback = Length of Supply Pipe(8B) X Volume of Liquid Per Lineal Foot of Pipe(8C)	20 ft X 0.170 gal/ft =	3.4 Gallons		
9.	Total Dosing Volume = Delivered Volume(6.) + Drainback (8D)				
	95.0 gal +	3.4 gal =	98.4 Gallons		
10.	Minimum Alarm Volume = Depth of alarm (2 or 3 inches) X gallons per inch of tank(2E)				
	3 in X	17.0 gal/in =	51.0 Gallons		
DEMAND DOSE FLOAT SETTINGS Alarm and Pump are to be wired on separate circuits and inspected by the electrical inspector					
11.	Calculate Float Separation Distance using Dosing Volume.				
	Total Dosing Volume(9.) ÷ Gallons Per Inch(2E)				
	98.4 gal ÷	17.0 gal/in =	5.79 inches	See sensor accuracy or float tether chart from manufacturer for setting equivalent	
12.	Measuring from bottom of tank:				
	A. Distance to set Pump Off Float = Pump + block height + 2 inches				
	12.0 in + 2 in =	14.0 inches			
	B. Distance to set Pump On Float=Distance to Set Pump-Off Float(13A) + Float Separation Distance(12.)				
	14.0 in +	5.8 in =	19.8 inches		
	C. Distance to set Alarm Float = Distance to set Pump-On Float(13B) + Alarm Depth (2-3 inches)(10.)				
	19.8 in +	3.0 in =	22.8 inches		
13.	Reserve Capacity Volume = [Tank Liquid Depth(2D) - Alarm Float Depth(12C)] x gallons per inch of tank(2E)				
	[38.0 in -	22.8 in] X	17.0 gal/in =	258.6 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



1. Tank Specifications

Project ID:

v 05.01.2026

A. Tank Manufacturer: Tank Model:

B. Outside Tank Dimensions and Specifications: Tank Use:

Length: in Width: in Height: in Diameter: in

Length: ft Width: ft Height: ft Radius of Tank: in

2. Outside Volume of Tank

Rectangular Tank	Circular Tank
A. Area of Tank = Length (ft) X Width (ft) 12.2 ft X 7.0 ft = 85.2 sq.ft	A. Area of Tank = $\pi r^2 = (3.14 \times (\text{Radius of Tank})^2)$ 3.14 X (ft) ² = sq.ft
B. Volume of Tank = Area of Tank (2.A) X Height (ft) 85.2 sq.ft X 4.5 ft = 386.8 cu.ft	B. Volume of Tank = Area of Tank X Height (ft) sq.ft X ft = cu.ft

3. Force of Tank Weight (F_{TW})

Weight of Tank (provided by manufacturer) lbs

4. Force of Soil Weight Over Tank (F_{SW})

A. Depth of Cover Over Tank: in ft

B. Weight of Soil Per Cubic Foot: lbs/cu.ft

C. Volume of Soil Over Tank = Depth of Cover(4A) (ft) X Area of Tank(2A) (ft²)
 ft X sq.ft = cu.ft

D. Weight of Soil Over Tank = Volume of Soil Over Tank(4C) X Weight of Soil Per Cubic Foot
 cu.ft X lbs/cu.ft = lbs

Soil Type	Weight of Soil (lbs/ft ³)
Sandy	120
Loamy	100
Clay	90

Note: Assumes saturation does not get over the lid of the tank

5. Buoyant Force (F_B)

Buoyant Force (F_B) = Outside Volume of Tank(2B) X Weight of Water Per Cubic Foot (62.4 lbs/ft³) X 1.2 (Safety Factor)

X 62.4 lbs/cu.ft X 1.2 = lbs

6. Evaluation of Net Forces

A. Downward Force = Force of Tank Weight (F_{TW})(3.) + Force of Soil Weight of Soil (F_{SW})(4D.)

lbs + lbs = lbs

B. Net Difference = Downward Force(6A) - Buoyant Force Including Safety Factor (5.)

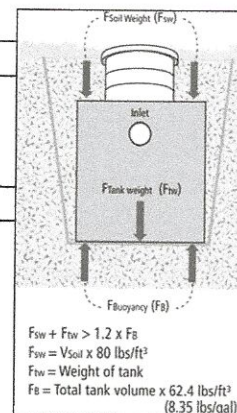
lbs - lbs = lbs

If the Net Difference is negative, counter measures will need to be taken to prevent the tank from floating out of the ground.

C. Feet of soil as counter measure = Net difference (6B)(if negative)(as absolute number) ÷ Weight of Soil ÷ Area of Tank (2A)

lbs ÷ lbs/ft³ ÷ (ft²) = ft of Soil Needed (minimum)

Comments/Solution:

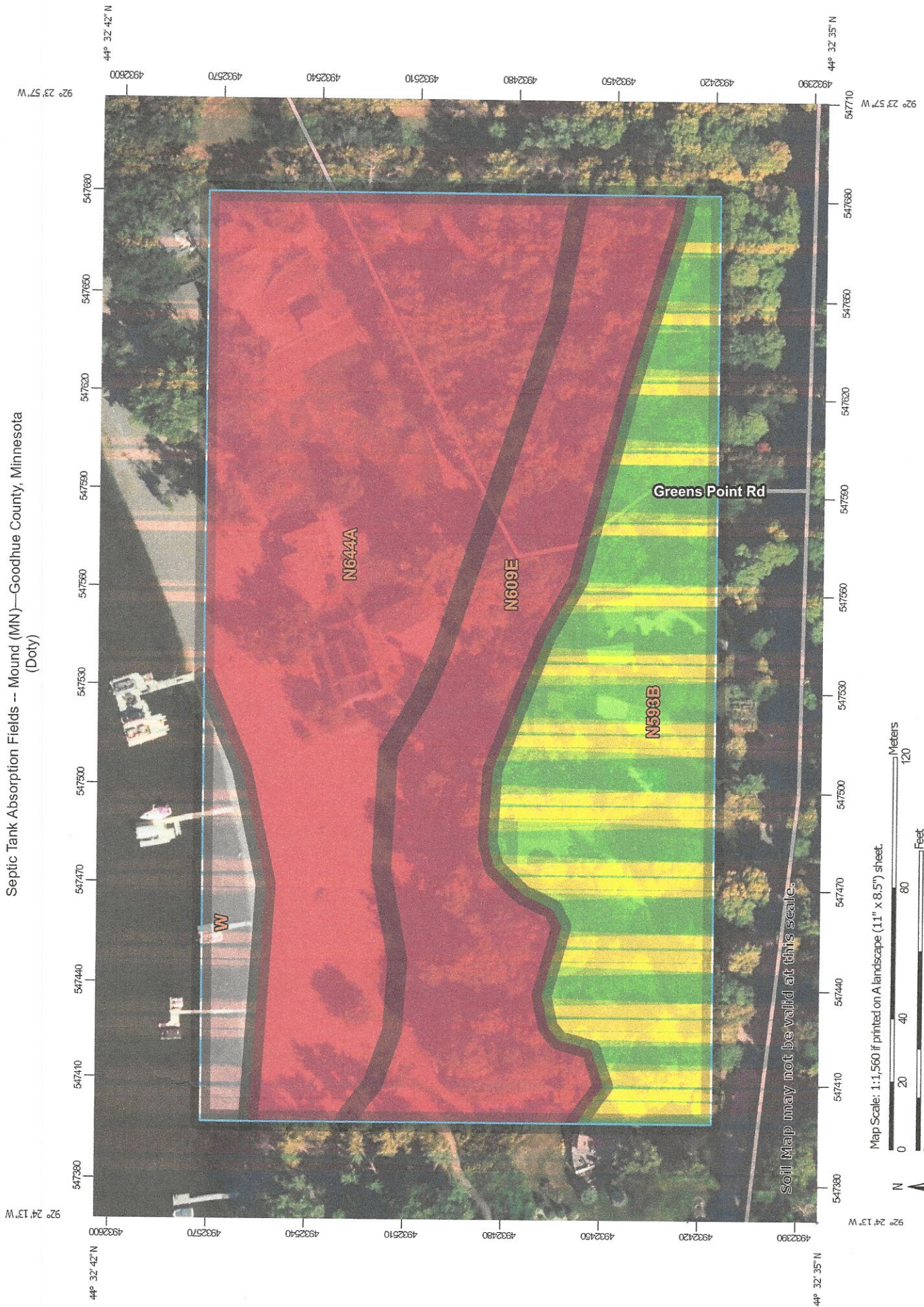




v 03.15.2023

[illegible]

Septic Tank Absorption Fields -- Mound (MN)---Goodhue County, Minnesota
(Doty)



Goodhue County, Minnesota

N644A—Scotah loamy fine sand, 0 to 3 percent slopes, occasionally flooded

Map Unit Setting

National map unit symbol: 2yt2m
Landscape: River valleys
Elevation: 560 to 1,740 feet
Mean annual precipitation: 31 to 39 inches
Mean annual air temperature: 41 to 50 degrees F
Frost-free period: 120 to 190 days
Farmland classification: Not prime farmland

Map Unit Composition

Scotah and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Scotah

Setting

Landscape: River valleys
Landform: Flood plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Mixed sandy alluvium

Typical profile

A - 0 to 4 inches: loamy fine sand
Bw - 4 to 22 inches: fine sand
BC - 22 to 36 inches: fine sand
C - 36 to 79 inches: stratified loamy fine sand to coarse sand

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (2.00 to 19.98 in/hr)
Depth to water table: About 30 to 42 inches
Frequency of flooding: Occasional
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 4.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: A

Ecological site: F105XY002WI - Wet Sandy Floodplain

Forage suitability group: Sloping Upland, Low AWC, Neutral
(G105XS004MN), Low AWC, adequately drained
(G105XY002WI)

Other vegetative classification: Sloping Upland, Low AWC, Neutral
(G105XS004MN), Low AWC, adequately drained
(G105XY002WI)

Hydric soil rating: No

Minor Components

Alganssee, river valleys

Percent of map unit: 4 percent

Landscape: River valleys

Landform: Flood plains

Landform position (two-dimensional): Toeslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: F105XY002WI - Wet Sandy Floodplain

Other vegetative classification: Not suited, flooded or organics
(G105XY010WI), Frequently Flooded (G105XS016MN)

Hydric soil rating: Yes

Kalmarville, river valleys

Percent of map unit: 3 percent

Landscape: River valleys

Landform: Overflow stream channels on flood plains

Landform position (two-dimensional): Toeslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear, concave

Ecological site: F105XY003WI - Wet Loamy-Clayey Floodplain

Other vegetative classification: Not suited, flooded or organics
(G105XY010WI), Frequently Flooded (G105XS016MN)

Hydric soil rating: Yes

Plainfield, rarely flooded

Percent of map unit: 2 percent

Landscape: River valleys

Landform: Natural levees

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Rise

Down-slope shape: Linear

Across-slope shape: Convex

Ecological site: F105XY009WI - Sandy Upland

Other vegetative classification: Sandy (G105XS022MN), Low
AWC, adequately drained (G105XY002WI)

Hydric soil rating: No

Riverwash

Percent of map unit: 1 percent

Landscape: River valleys

Landform: Flood plains

Landform position (two-dimensional): Toeslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Hydric soil rating: No

Data Source Information

Soil Survey Area: Goodhue County, Minnesota

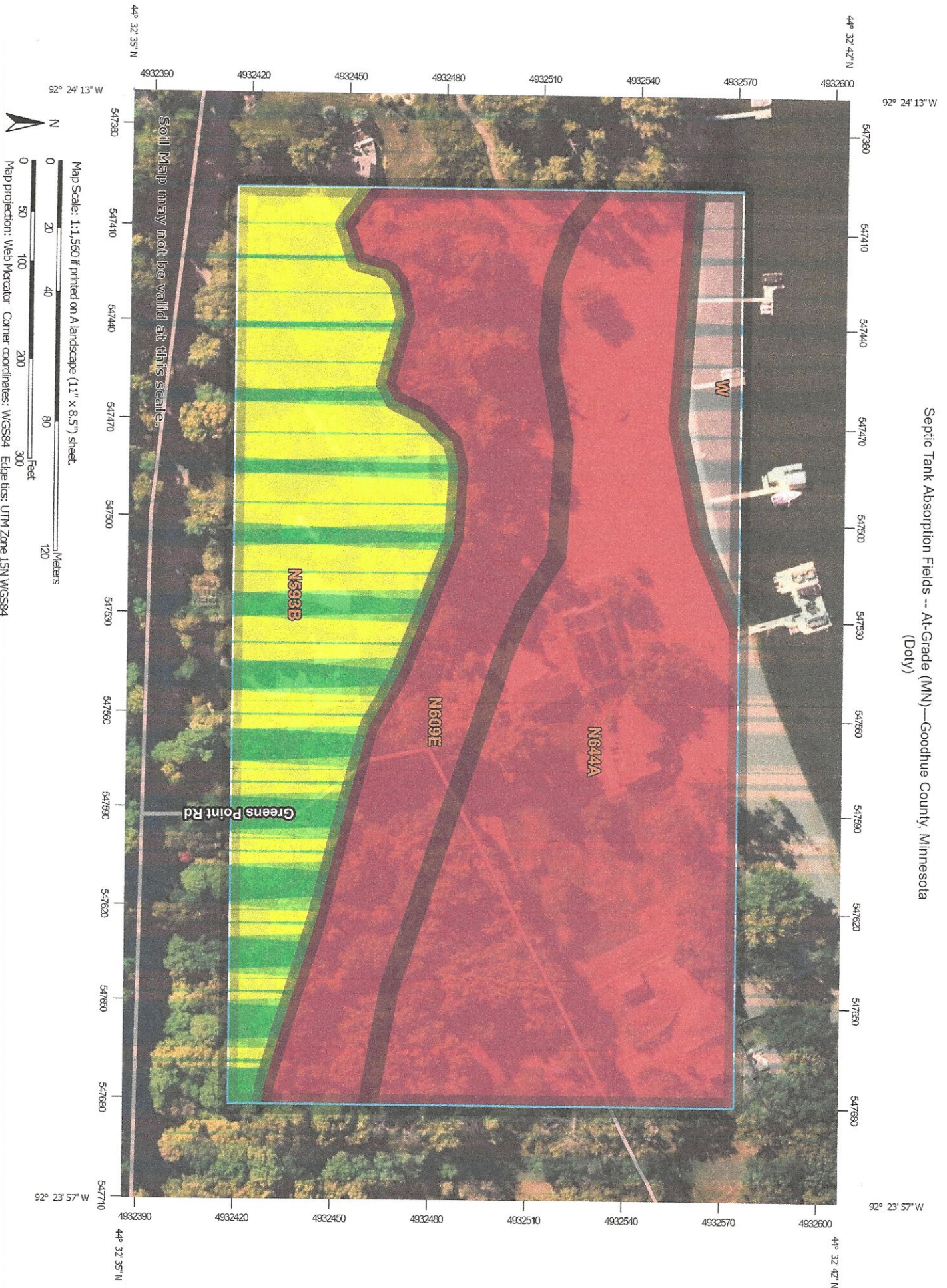
Survey Area Data: Version 21, Sep 10, 2025

Septic Tank Absorption Fields — Mound (MN)

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
N593B	Sparta loamy sand, 0 to 6 percent slopes	Slightly limited	Sparta (90%)	Slope (0.02)	3.0	27.3%
			Sparta, banded substratum (5%)	Slope (0.07)		
			Eden Prairie (5%)	Slope (0.07)		
N609E	Hawick sandy loam, 18 to 45 percent slopes	Extremely limited	Hawick (70%)	Slope (1.00)	2.6	24.0%
			Billelt (15%)	Slope (1.00)		
			Salida (10%)	Slope (1.00)		
			Fort Dodge (5%)	Slope (1.00)		
N644A	Scotah loamy fine sand, 0 to 3 percent slopes, occasionally flooded	Extremely limited	Scotah (90%)	Flooding (1.00)	4.8	44.3%
			Alganssee, river valleys (4%)	Flooding (1.00)		
				Soil saturation (0.12)		
			Kalmarville, river valleys (3%)	Flooding (1.00)		
				Ponding (1.00)		
				Soil saturation (1.00)		
W	Water	Not rated	Water (100%)		0.5	4.4%
Totals for Area of Interest					11.0	100.0%

Rating	Acres in AOI	Percent of AOI
Extremely limited	7.5	68.3%
Slightly limited	3.0	27.3%
Null or Not Rated	0.5	4.4%
Totals for Area of Interest	11.0	100.0%

Septic Tank Absorption Fields -- At-Grade (MN)—Goodhue County, Minnesota
(Doty)



Septic Tank Absorption Fields — At-Grade (MN)

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
N593B	Sparta loamy sand, 0 to 6 percent slopes	Not limited	Sparta (90%)		3.0	27.3%
			Sparta, banded substratum (5%)			
			Eden Prairie (5%)			
N609E	Hawick sandy loam, 18 to 45 percent slopes	Extremely limited	Hawick (70%)	Slope (1.00)	2.6	24.0%
			Salida (10%)	Slope (1.00)		
				>= 35% Rock Frags (0.90)		
N644A	Scotah loamy fine sand, 0 to 3 percent slopes, occasionally flooded	Extremely limited	Scotah (90%)	Flooding (1.00)	4.8	44.3%
				Soil saturation (0.60)		
			Alganssee, river valleys (4%)	Flooding (1.00)		
				Soil saturation (0.90)		
			Kalmarville, river valleys (3%)	Flooding (1.00)		
				Ponding (1.00)		
				Soil saturation (1.00)		
W	Water	Not rated	Water (100%)		0.5	4.4%
Totals for Area of Interest					11.0	100.0%

Rating	Acres in AOI	Percent of AOI
Extremely limited	7.5	68.3%
Not limited	3.0	27.3%
Null or Not Rated	0.5	4.4%
Totals for Area of Interest	11.0	100.0%

Description

"At-grade septic tank absorption fields" are areas in which effluent from a septic tank is distributed into the soil surface through perforated pipe. In this system the drain field is placed on the soil surface and covered with soil material. The ratings are based on the soil properties that affect absorption of the effluent, construction and maintenance of the system, and public health. Saturated hydraulic conductivity (Ksat) is evaluated from the surface to a depth of 30 centimeters. Depth to saturation and depth to bedrock are evaluated from the surface to a depth of 203 centimeters. The frequency of ponding and flooding also is evaluated. Excessive slope may cause lateral seepage and surfacing of the effluent in downslope areas.

The ratings are both verbal and numerical. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect this use. "Not limited" indicates that the soil has features that are very favorable for the specified use. Good performance and very low maintenance can be expected. "Slightly limited" indicates that the soil has features that are favorable for the specified use. "Moderately limited" indicates that the soil has features that are moderately favorable for the specified use. The limitations can be overcome or minimized by special planning, design, or installation. Good performance and moderate maintenance can be expected. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use. The limitations generally cannot be overcome without special design or expensive installation procedures. "Extremely limited" indicates that the soil has one or more features that are very unfavorable for the specified use. The limitations generally cannot be overcome.

Numerical ratings indicate the severity of individual limitations. The ratings are shown as decimal fractions ranging from 0.01 to 1.00. They indicate gradations between the point at which a soil feature has the greatest negative impact on the use (1.00) and the point at which the soil feature is not a limitation (0.00).

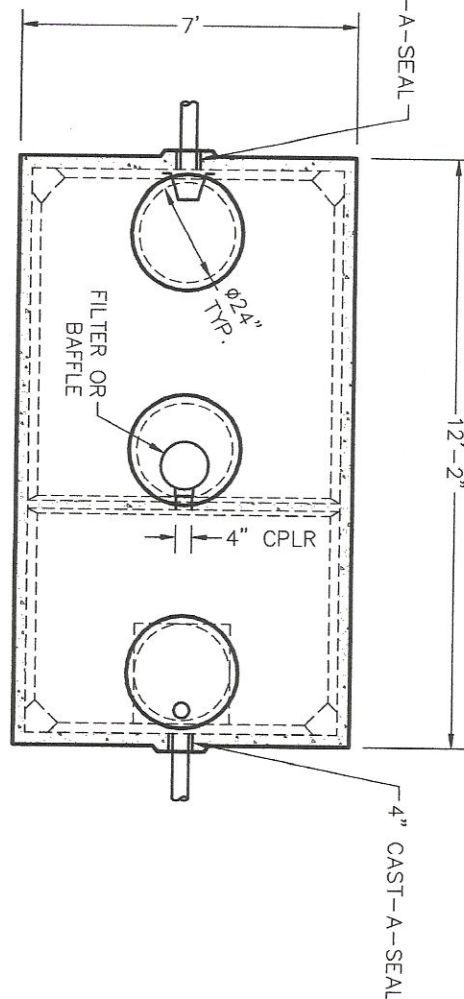
The components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as the one shown for the map unit. The percent composition of each component in a particular map unit is given to help the user better understand the extent to which the rating applies to the map unit.

Other components with different ratings may occur in each map unit. The ratings for all components, regardless the aggregated rating of the map unit, can be viewed by generating the equivalent report from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

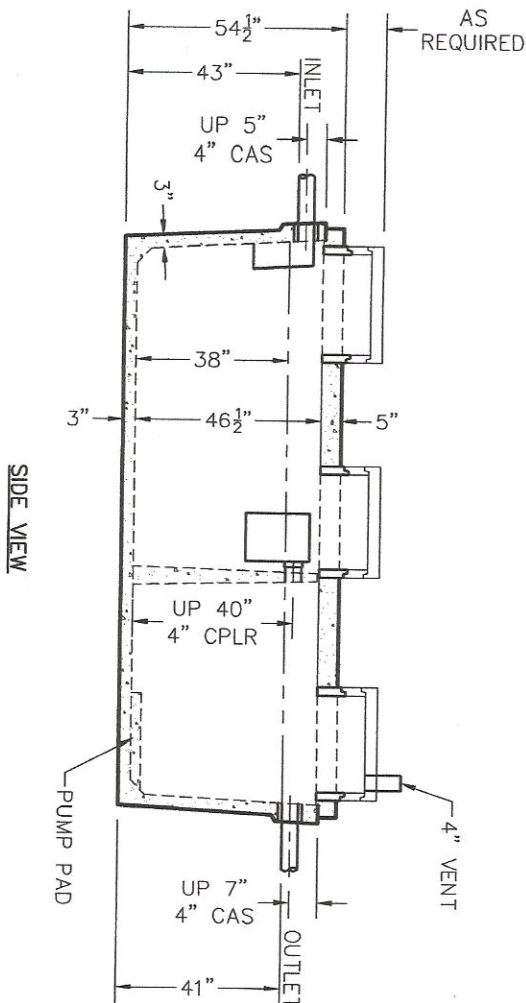
Rating Options

Aggregation Method: Dominant Condition

EXHIBIT F



TOP VIEW



SIDE VIEW

WLP1000/650-MR TANK SPECIFICATIONS

DIMENSIONS:

WALL: 3"
BOTTOM: 3"
COVER: 5"
MANHOLE: 24" I.D. PRECAST CONCRETE RISER
HEIGHT: 54 1/2"
LENGTH: 12'-2"
WIDTH: 7'-0"
BELOW INLET: 43"
LIQUID LEVEL: 38"
WEIGHT: BOTTOM 9,615 LBS.
COVER 5,325 LBS.

INLET AND OUTLET:

4" CAST-A-SEAL BOOT OR EQUAL GASKET

INLET AND OUTLET BAFFLE AND FILTER:

WISCONSIN, SEE DETAIL #10
(OTHER STATES SEE CHART)

LIQUID CAPACITY: 26.32 GAL/IN (SEPTIC)

17.00 GAL/IN (PUMP)

LOADING DESIGN: 8'-0" UNSATURATED SOIL

TANK CAN BE USED AS:

SEPTIC/SEPTIC, SEPTIC/PUMP,
OR SEPTIC/SIPHON

COVER: MIX DESIGN #8 (NO FIBER)

TANK: MIX DESIGN #10 (STRUCTURAL FIBER)

CUSTOMIZED TANKS:

FOR CUSTOM TANKS CONTACT WIESER CONCRETE

DRAWINGS SUBMITTED FOR APPROVAL

APPROVED BY: _____
APPROVAL DATE: _____
PRODUCTS NEEDED BY: _____

REVIEWED BY: _____
REVIEW DATE: _____

WLP1000-650-MR
SEPTIC MANUAL

WIESER CONCRETE
W3716 US HWY 10, MAIDEN ROCK, WI 54750
800-325-8456

SCALE: 1/4" = 1'-0"

DRAWN BY: WCP

DATE: 00/00/00

FILE: wlp1000-650-mr

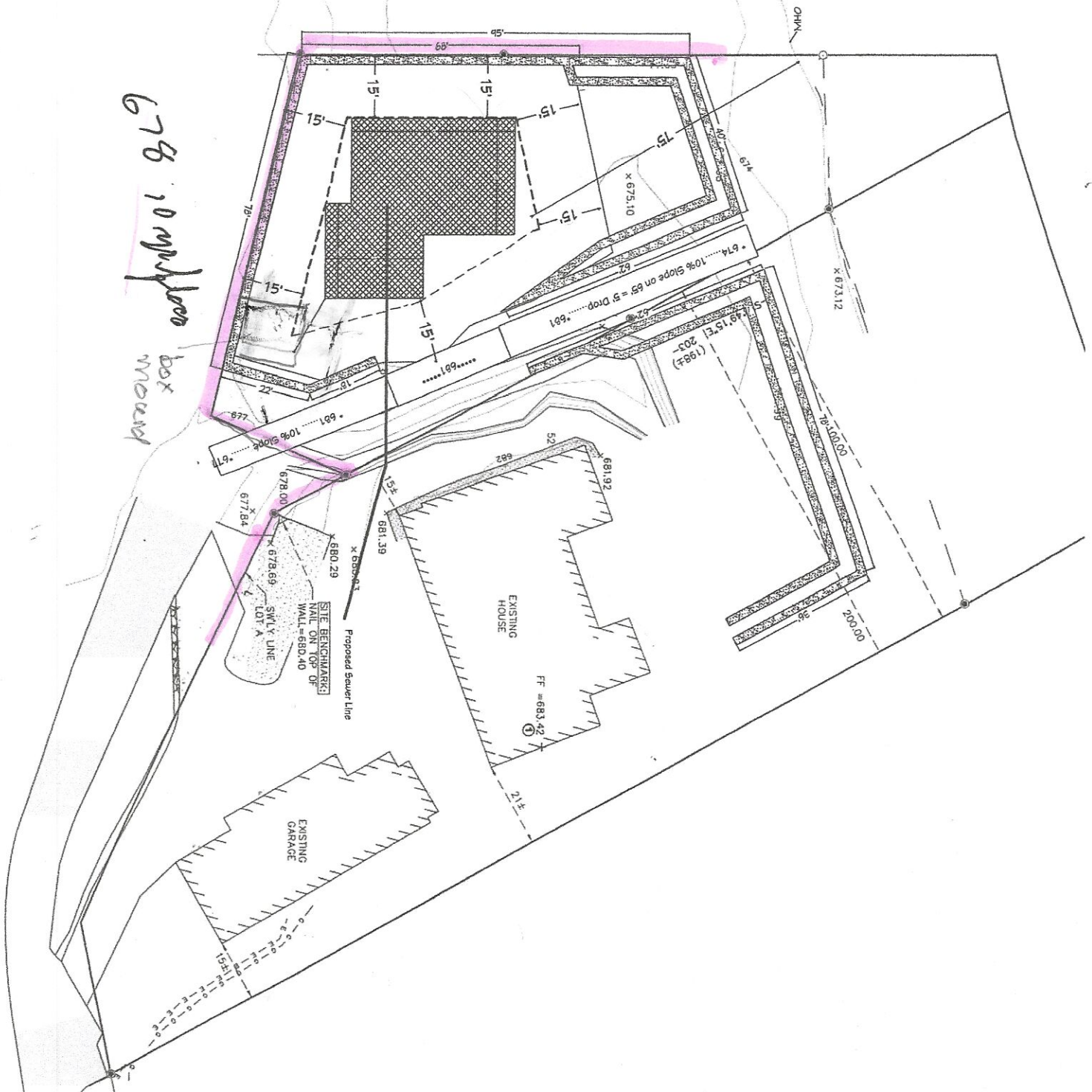
REV. DATE:

PRE-POUR:

POST-POUR:

SHEET NO.

1 OF 1



The Western 100.0 foot of the Eastern 500.0 foot Lot A, Block A, *Stonewall Ranch Addition, Hancock Township, Goodhue County, Minnesota, Township One Hundred Thirteenth (113) North, Range Fourteen (14) West*, except the following described property:

Beginning at on an iron pin at the most easterly corner of said Lot A; thence on an assumed bearing of South 61° 41' 00" easterly along the southeasterly line of said Lot A, a distance of 120.07 feet to an iron pin at the most easterly corner of said Lot A; thence on an assumed bearing of South 61° 41' 00" easterly along the southeasterly line of said Lot A, a distance of 71.23 feet; thence North 60° 23' 59" easterly along the southeasterly line of said Lot A, a distance of 119.92 feet; thence North 24° 36' 01" E, a distance of 71.23 feet; thence North 24° 36' 01" E, as measured at right angles to and parallel with the northeasterly line of said Lot A; thence South 22° 43' 34" westerly along the southeasterly line of said Lot A, a distance of 119.92 feet; thence North 24° 36' 01" E, as measured at right angles to and parallel with the northeasterly line of said Lot A; thence southeasterly, along said southeasterly line of said Lot A, by a curve to the southeasterly line of said Lot A; thence southeasterly, along said southeasterly line of said Lot A, a distance of 119.92 feet; thence North 61° 05' 12", a central angle of 03° 07' 12", a chord bearing of South 64° 36' 36" E, on an arc distance of 103.0 feet to an iron pin at the corner South 70° 07' 12" E, North 19° 52' 48" W, on an arc distance of 103.0 feet; thence North 61° 05' E, a distance of 143.77 feet to the point of beginning. thence North 78° 18' 00" E, a distance of 143.77 feet to the point of beginning.

LEGEND

NOTES A PLACED 1" BY 18" IRON PIPE
INSTEAD OF A PLASTIC CAP BEARING LAID
OUT. LICENSE NO. 47460.

NOTES FOUND IRON MONUMENT.

NOTES FOUND JUDICIAL MONUMENT.

NOTES BEARING AND/OR DISTANCE OF RECORD

NOTES DRAIN OUTLET.

NOTES POWER POLE.

NOTES SPOT ELEVATION.

NOTES FINISHED FLOOR ELEVATION.

NOTES TREE CLUSTER.

NOTES CONIFEROUS TREE.

NOTES BUILDING.

NOTES CONCRETE SURFACE.

NOTES GRAVEL SURFACE.

NOTES LAKESIDE WALKING.

NOTES RETAINING WALL.

NOTES ASPHALT SURFACE.

NOTES UNDERGROUND ELECTRIC LINE.

NOTES UNDERGROUND GAS LINE.

NOTES OVERHEAD POWER LINE.

NOTES FENCE.

NOTES CONTOUR OF ELEVATION.

PROPERTY DESCRIPTION OF RECORD (DOC. NO. 708555)
That part of Lot A of Block 6 and that part of vacated Pleasant Avenue, and that part of vacated Lots 2, 3, 4, and 5 of Block 5, and that part of the area indicated as Sand Beach, all in the original plat of Weacote Beach, according to the recorded plat thereof, on file in the office of the Gasconade County Recorder, being a part of Section 32, Township 11S, Range 13S, described as follows:

[illegible]

EXCEPT THE FOLLOWING DESCRIBED PREMISES:

That part of Lot A, Block 8 and that part of vacated Pleasant Avenue, all in the Original plot of WACOUTA BEACH, Goodhue County, Minnesota, as filed in the County Records Office, described as follows:

[illegible]

ALSO EXCEPT THE FOLLOWING DESCRIBED PREMISES:

That part of vocated Pleasant Avenue, and that part of vocated Lots 2 and 3 of Block 5, all in the original plot of Woonucite Beach according to the recorded plat thereof, on file in the office of the County Clerk of the County of Nassau, New York, to-wit:

beginning of an iron pipe at the most easterly corner of fold Lot A; thence on an assumed bearing of South of 32 degrees 13 minutes 38 seconds West, along the Southeastly line of fold Lot A, a distance of 109.6 feet to the point of beginning of the line of fold Lot A; thence South 61 degrees 57 minutes 03 seconds West, a distance of 71.53 feet; thence North 32 degrees 13 minutes 38 seconds West, a distance of 76.63 feet to the point of beginning of the land to be described; thence continue North 85 degrees 04 minutes 30 seconds West, a distance of 14.33 feet; thence North 78 degrees 26 minutes 01 seconds East, a distance of 14.33 feet to the point of beginning of the line of fold vested Lot 2; thence on a bearing of South 61 degrees 57 minutes 03 seconds West, a distance of 76.63 feet to the intersection with the Northerly extension of the West line of fold vested Lot 2; thence on a bearing of North 85 degrees 04 minutes 30 seconds East, a distance of 76.63 feet to an iron pipe, said 280.00 feet Northerly from the point of beginning of the line of fold vested Lot 2; thence South 61 degrees 57 minutes 04 seconds East, along the edge of the bank, a distance of 109.6 feet to the intersection with the Northerly extension of the West line of fold vested Lot 2; beginning thence on a bearing of North 85 degrees 04 minutes 30 seconds East, a distance of 58.77 feet to the point of beginning of the line of fold vested Lot 2.

DATUMS
HORIZONTAL: COCONINO COUNTY COORDINATE SYSTEM
NAD83 1995 ADJUSTMENT (HARN)
VERTICAL: NAVD 88
BENCHMARK:
SITE BENCHMARK:
NAIL ON TOP OF GARDEN RETAINING WALL.
ELEVATION = 880.40 FEET

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.


Marcus S. Johnson
Minnesota License No. 47460
Date: December 18, 2025

RK.	NA	PG.	NA	W.C.G.	DRAWING NUMBER
-----	----	-----	----	--------	----------------

PROPERTY DESCRIPTION OF RECORD (DOC. NO. 706638)
All that part of Government Lot 2 of section 32, in township 115 north, of
range 13 west of the fifth principal meridian, in the County of Goodhue and

Beginning at the southeast corner of Lot 4 in Block 5 of Wabasha Beach according to the plat thereof on file and of record in the office of the County Recorder for the County of Goodhue, State of Minnesota; running thence east along Lafayette Avenue 129 feet; thence north 191 feet to edge of bank; thence northeasterly along edge of bank, to the west line of said Lot 4 in Block 5; thence south 233 feet to the place of beginning.

The above described Premises being also known as that part of Lots 4 and 5 in Block 5 of Wisconsin Beach (wooded) lying south of the edge of the park.

SURVEYOR'S NOTES

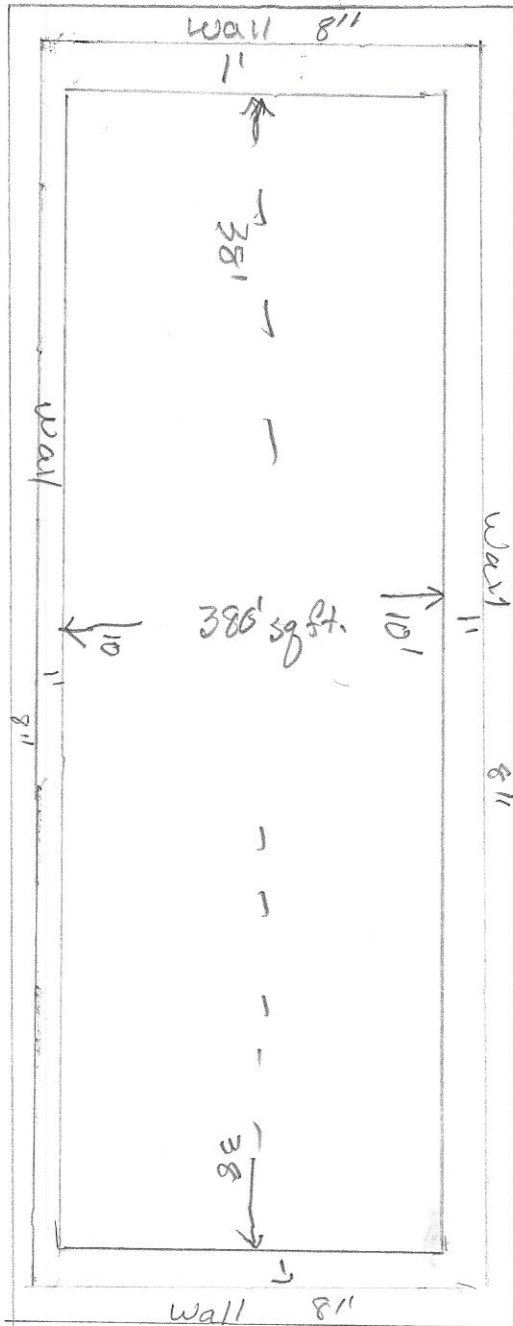
④ THE FINISHED FLOOR ELEVATIONS SHOWN ON THE EXISTING HOUSE ARE APPROXIMATE. THE ELEVATIONS WERE MEASURED AT THE BOTTOM OF THE SCREEN DOOR THRESHOLD OUTSIDE OF THE HOUSE.

CERTIFICATE OF SURVEY FOR:
**NORM & TAMARA DOTY C/O
CHAD RIESGRAF**

 **JOHNSON & SCOFIELD INC.
SURVEYING AND ENGINEERING**

1203 MAIN STREET, RED WING, MN 55066
(651) 388-1558

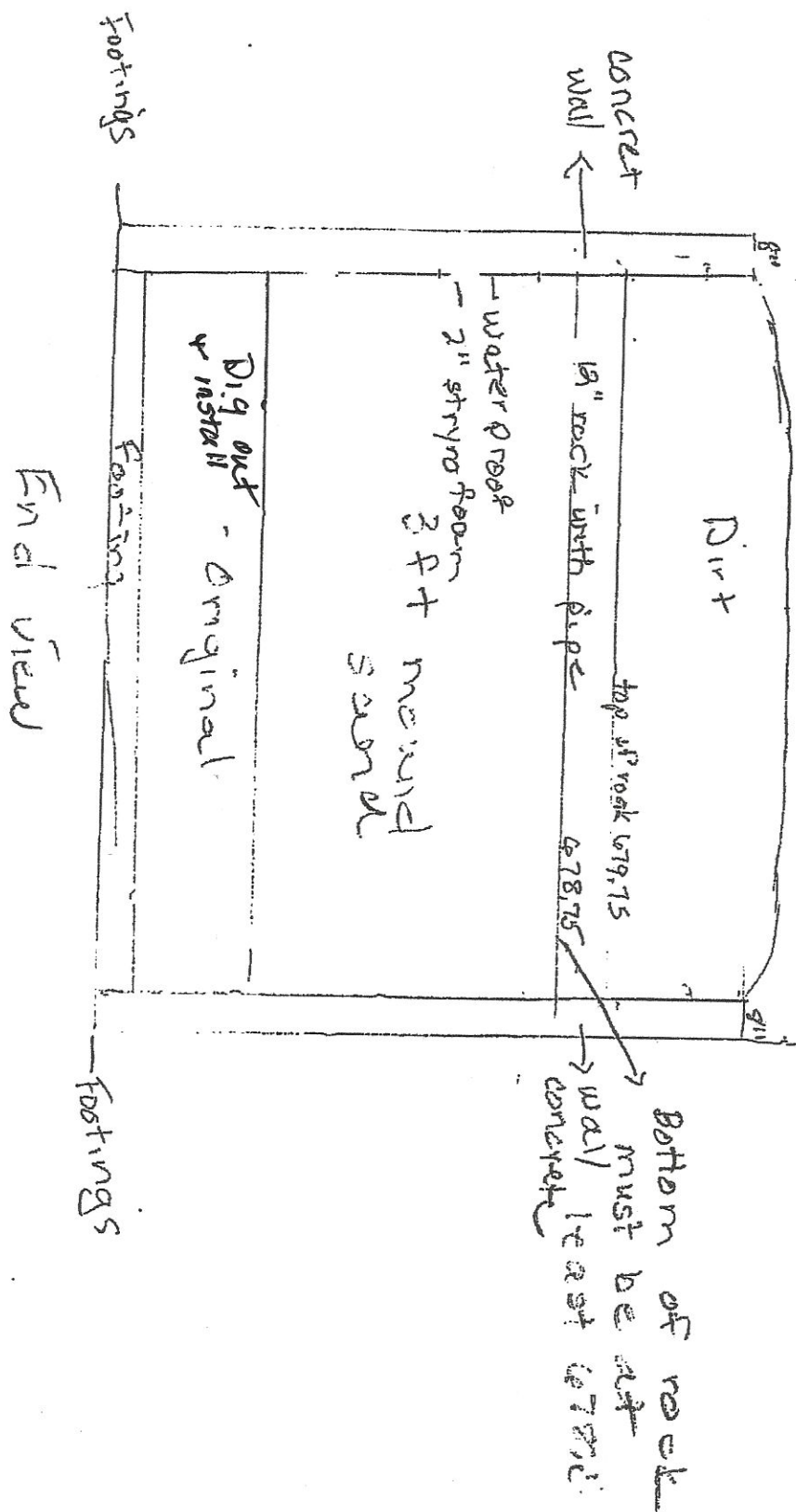
Doty



This is designed as a 10'x38' (380 sq ft) bed. If we have to change the dimension of the box mound we will change the pressure distribution to fit the new box mound.

2" styrofoam
on inside of wall

D&F



Goodhue County Land Use Management

EXHIBIT F

Goodhue County Government Center | 509 West Fifth Street | Red Wing, Minnesota 55066

Lisa M. Hanni, L.S. Director

Building | Planning | Zoning
Telephone: 651.385.3104
Fax: 651.385.3106



County Surveyor / Recorder

Environmental Health | Land Surveying | GIS
Telephone: 651.385.3223
Fax: 651.385.3098

SSTS Setback Variance Application \$350

A request for a variance to the setback requirements for an SSTS

Applicant

NAME: Doty Dev LLC Ph#: 507.251.9543 Email: norm.doty@expresspros.com
MAILING ADDRESS: 31649 Lakeview Ave. RW

Location of variance being requested bt to west of 277th Greens Point Rd

PROPERTY OWNER: Doty Dev LLC PARCEL ID #: 43.210.0730

PROPERTY ADDRESS: 31649 Lakeview Ave RW

Component of SSTS associated with Variance *Check all that apply

☒ Drainfield ☐ Tank ☐ Other

Type and amount of Variance requested *Check all that apply

☒ Setback to Structure Distance Requested from Structure to SSTS: _____

☒ Setback to Property Line Distance Requested from Property Line to SSTS: _____

*A property line setback requires the signature of the adjacent affected property owner.

I agree with the proposed setback variance to the above SSTS.

Owner of Neighboring Property (please print) _____ signature _____ Date _____

I hereby swear and affirm that all of the above information is true and correct to the best of my knowledge.

Doty Dev Llc - Norm Doty _____ June 23, 2026
Applicants Name (please print) signature Date

-----Environmental Health Use-----
Variance request: ☐ Approved ☐ Denied

Approved By _____ Date _____

\$350 Application Fee Paid: Date _____ Receipt # _____

Describe the reason for your variance request:

We are building a small house on the lot and we will be installing a box mound for our septic. To have the septic we need to be closer ~~than~~ to the house and a property line.

Describe the effects on the property if the variance is not granted:

If the variance is not granted we will

Describe any unique physical limitations that exist on your property which prevent you from complying with the provisions of the current ordinance setbacks:

We are located on lakeshore so we have to be certain distance from the lake.

Discuss alternatives you considered that comply with existing standards. If compliant alternatives exist, provide your reasoning for rejecting them:

No alternatives are available.

Discuss alternatives you considered that would require a lesser variance. If you rejected such alternatives, provide your reasoning:

We are installing a box mound which is a smaller footprint than a regular mound.



6/23/2026 10:18:53 AM

Date / Time Goodhue Cty - Land Use Online

Cashier

Transaction ID 358826200 \$825.00 Amount

Account Number 01-127-129-0000-5150

Applicants Name Debra Kull

Parcel Number 43.210.0730

Payment Summary : Mastercard payment for \$825.00.

Payment Acct Last4 : *****0608

Billing Name : Debra Kull

Billing Address : PO Box 46
Red Wing, MN 55066

Phone Number : 6513886473

Email Address : mjsfredwing@yahoo.com

Signature _____

Thank you for your Payment.

Goodhue County Application for Building Permit

Applicant's Name. Who is Signing Below? Norman Doty

Applicant's Company (If Applicable): _____

Applicant's Mailing Address: 31649 Lakeview AvenueCity/State/Zip: Red Wing, MN 55066License or Bond Number: OwnerTelephone: 507.951.2990

Telephone: _____

E-Mail: norm.doty@myexpros.comSite Address: Beach lot adjacent to 27710 Greens Point RoadCity/State/Zip: Red Wing, MN 55066Parcel Number: 432100730City or Township: Wacouta Twp.Property Owner Name: Norman DotyOwner's Mailing Address: 31649 Lakeview AvenueCity/State/Zip: Red Wing, MN 55066Size of Parcel: 20473.2 Sq FtTelephone: 507.951.2990

Telephone: _____

Project Information. Select Type of Permit: ☒ Residential ☐ Non-Residential. If not residential, specify: _____State the Use of Structure: Single Family ResidenceSize of Structure or Project: 2266 sq ftSelect Type of Work: ☒ New ☐ Addition ☐ Repair or Remodel ☐ Re-Roof ☐ Plumbing ☐ Mechanical ☐ Other: _____Year Built (For Existing Structures): _____ Market Value of Proposed Project or Work (Required by SBC): \$970,000Describe Proposed Project and Scope of Work: Site to be filled to bring the structure above flood regulations.A single Family Residence will then be built with a 1 car garage. New Septic and WellGeneral Contractor: Owner

State License: _____

Telephone: 507.951.2990Plumbing Contractor: Gilbertson Plumbing And HeatingState License: PC645328Telephone: 651-388-4686Mechanical Contractor: Smith heating IncState Bond: MB004132Telephone: 651.388.8401Electrical Contractor: Northern Valley ElecState License: EA006093Telephone: 715.307.0673

Design Professional: _____

Minnesota Registration: _____

Telephone: _____

*I understand that accessory buildings/sheds are not to have sleeping areas.**To avoid permit expiration, begin work and call for first inspection within 180 days of permit issuance. I certify that information on this application is true, complete, and correct. All work done and all materials used will be in conformance with the approved plans and specifications and in compliance with the requirements of the Minnesota State Building Code and other applicable statutes, ordinances, rules, and regulations that govern building construction or use.*X Applicant Signature: Norman Doty Date: 6/22/2026

***** Items Below Are For Goodhue County Use *****

Application 6/23/26 Construction Plans 6/23/26 Site Plan _____ Environmental Health Approval 8/17/2026
Other Forms _____ Additional Plan Info _____ Other _____ Final Zoning Approval 8/18/2026

Building Official Approval (Comments/Conditions): _____

Signature: _____

Date: 8.18.2026Flat Fees: ☐ Roof: \$85.00 ☐ Siding: \$85.00 ☐ Windows (1-4): \$100.00 ☐ Windows(5+): \$150.00General Permit Fee: \$ 1,475.35Valuation of Permit: \$ 186,000.00Plan Check Fee: \$ 958.98

Occupancy Class: _____

State Surcharge: \$ 93.00

Construction Type: _____

Other Fee: \$ 2,527.33Date Fee Paid: 8/18/26Total Fee: \$ 2,527.33Receipt Number: 364695506Permit Number: 26-0257Issue Date: 8/18/26

August 14, 2026

Norman Doty
31649 Lakeview Avenue
Red Wing, MN 55066

Re: Zoning Review and Findings

Dear Mr. Doty,

The Goodhue County Land Use Department has reviewed your development applications for the site referenced above and issued the following findings and conditions:

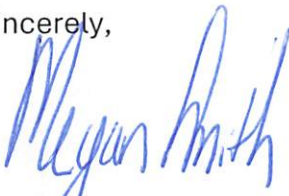
1. A new address will need to be assigned to this home. Addresses are assigned through the Goodhue County Emergency Management Office.
2. The home will be built on land that can is known as tax parcel 43.210.0730 that was originally platted as part of Wacouta Beach, dating to the early 1920's. Lot configurations and roads in this area have been altered over the last 100+ years, and the County has relied on recent surveys of the property, along with the legal description for conducting this review. Notably, Pleasant Avenue was never constructed or used as a public road and appears to have been vacated in most areas. Additionally, what is now locally known as Greens Point Road was not platted to the beach but rather was designed to create a "T" intersection with Pleasant Avenue. The right of way width of Pleasant Avenue was 50 feet wide, and the unnamed street which became Greens Point Road is 30 feet wide.
3. The property is located in Wacouta Township, Goodhue County, MN, an unincorporated place. The site is subject to two layers of zoning regulations; those of the County's and the Township's. The Land Use Management staff are only authorized to review, interpret and issue approvals for County regulations.
4. Goodhue Co has the site zoned R1 – Suburban Residence District. Lots or parcels created after 2019 must be 1 acre in size and must also be 1 acre to be considered buildable. County Records show this parcel has been in existence since prior to that date and is less than 1 acre in area.
5. Lots that are nonconforming and in identical ownership must be combined when development occurs. Goodhue County has concluded that your properties are not

in identical ownership as of the time of this application, therefore are not required to be combined.

6. The site is subject to the County's Shoreland Regulations, Article 31 of the Goodhue Co Zoning Ordinance, and meets the requirements of this article, including impervious surface coverage and setbacks from the OHWL.
7. The site is subject to the County's Floodplain Regulations, Article 32 of the Goodhue County Zoning Ordinance. This requires that the home be elevated at least 1 foot above the base flood elevation of the Mississippi river in this area. The plans submitted show the house first floor and garage being at 683 feet which is the regulatory flood protection elevation (RFPE).
8. The plans show the structure to be elevated on fill which is a permitted elevation method in the flood fringe. No fill is allowed in the floodway. The home will be elevated to the RFPE using fill which is allowed as long as the purpose of the fill is to elevate a structure.
9. The site contains bluff land, and therefore Article 12 of the Zoning Ordinance was reviewed to ensure land alterations do not disturb the toe of the bluff nor will a structure encroach into the 30 foot minimum setback from the toe of a bluff. The proposed retaining wall measures 30 feet from the toe of the bluff, and the house will be placed 15 feet inside the retaining wall.
10. No portion of the retaining wall shall encroach over any portion of the property line.
11. The county has determined that the total size of the parcel to be over 20,000 sq. ft.
12. The county has calculated total impervious surface coverage, and it is under the 25% property limit. Since both parcels are tied together, the expectation is that the upland parcel which contains mostly bluff area will remain open space.
13. The site plan shows a proposed boat ramp. This is in the shore impact zone as defined by the county's shoreland ordinance, which means that a grading and filling permit is needed for this dirt moving in a shore impact zone. That permit is an additional \$80 and should be applied for before construction of the ramp.
14. The boat ramp cannot be used habitually for vehicle parking. It can be used for winter storage, although please do not keep anything with a fuel tank on the ramp for an extended period of time.

-
15. Section 10 of the County's shoreland regulations, substandard lots, does not apply because the adjacent property is not in the same ownership, and it meets the standards of section 8 which states that land zoned R1 on a unsewered, general development lake needs to be at least 20,000 sq. ft. in area with 100 feet of width to be considered a legal lot.
 16. The site meets all setback requirements, including side, from the ROW, from the OHWL of Lake Pepin, and toe of bluff.
 17. The building's height is limited to 25 feet from grade.
 18. The county recognizes that the elevation of the public road to the site, Greens Point Road, is below the base flood elevation. This could compromise evacuation of the property during high water levels. As the property owner, you should have a flood evacuation plan.
 19. The retaining wall that will be built will be considered structural since it is over 4 feet in height and holding in place the fill that the home will be built on.
 20. You or your contractor is responsible for obtaining a well permit, as well as a septic permit for your new system.
 21. You are responsible for full compliance with the State Building Code, including site inspections as required by the County. The structure cannot be used or occupied until all final inspections have passed and a certificate of occupancy has been issued.
 22. An elevation certificate shall be submitted to the County after construction is complete verifying elevations and as built conditions

Sincerely,



Megan Smith
Land Use Management Director

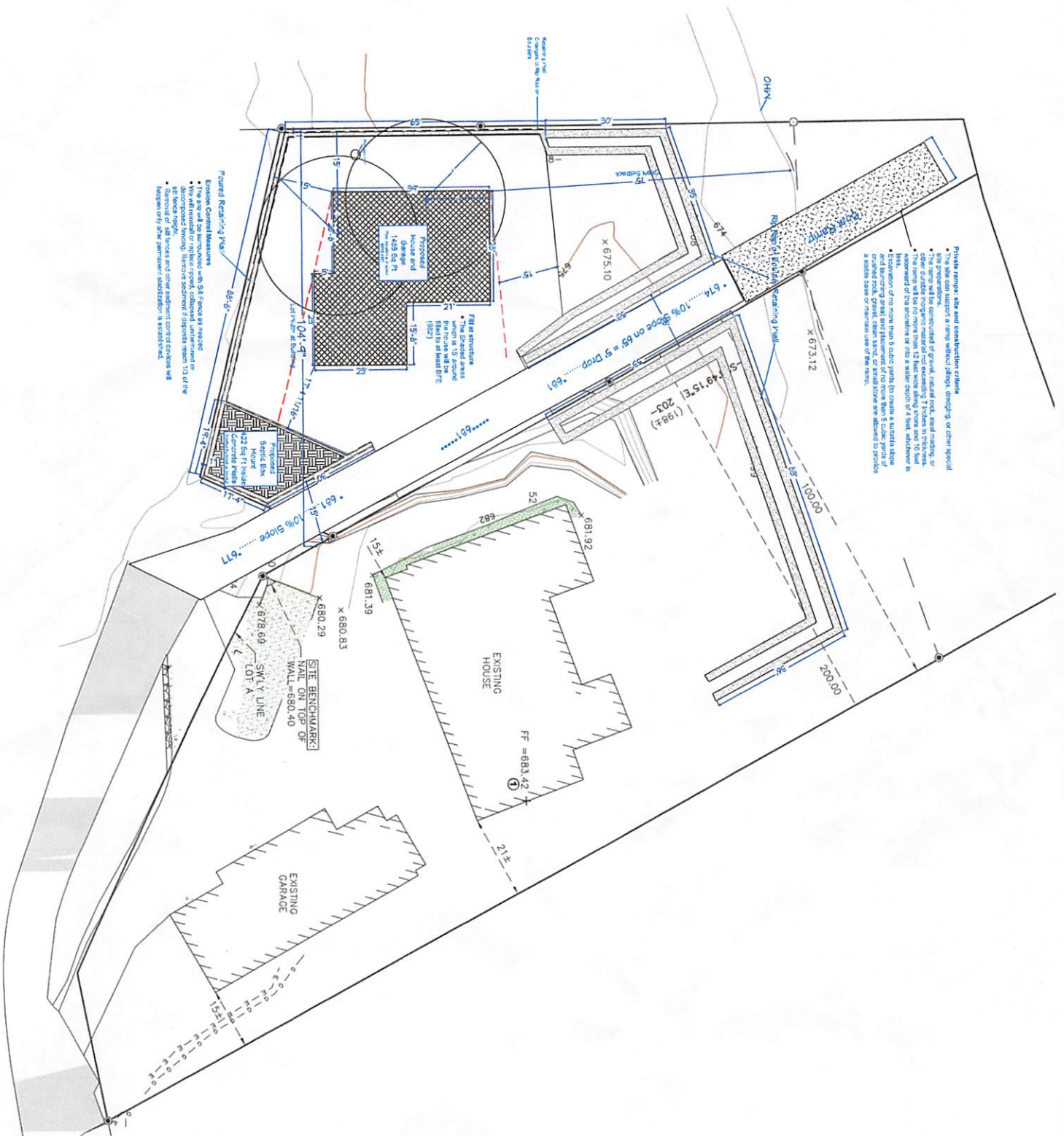
TOWNSHIP ZONING APPLICATION

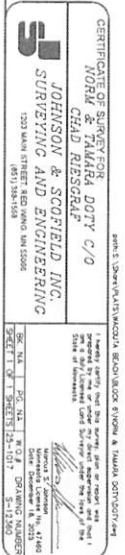
EXHIBIT G
TOWNSHIP NAME: WACOUTA TOWNSHIP

Goodhue County

Parcel # 432100730

APPLICANT INFORMATION					
Last Name <u>DOTY</u>		First <u>NORM</u>		M.I.	
Street Address <u>27710 GREENS PT ROAD</u>				Phone <u>507-951-2990</u>	
City <u>RED WING</u>		State <u>MN</u>		Zip <u>55066</u>	
PROJECT INFORMATION					
Site Address <u>PARCEL 432100730</u>					
Type of Project					
<u>NEW HOUSE</u>					
<u>Type Of Project</u> ☒ New Construct ☐ Addition ☐ Relocation ☐ Remodel ☐ Foundation Only ☐ Roofing/Siding ☐ Other _____	<u>Structure Type</u> ☒ Residence ☐ Garage ☐ Ag Bldg. ☐ Warehouse ☐ Office ☐ Boathouse ☐ Deck ☐ Pool	<u>Proposed Use</u> ☒ Single Family ☐ Multiple Family ☐ Agricultural ☐ Public ☐ Commercial ☐ Industrial ☐ Other _____	<u>Type of Const.</u> ☒ Wood/Frame ☒ Masonry ☐ Metal ☐ Pole Bldg. ☐ On-Site Prefab ☐ Off-Site Prefab	<u>Structure Dimensions</u> Length (ft)= <u>44</u> Width (ft)= <u>28</u> Height (ft)= <u>25</u> Total Sq Ft= <u>1859</u>	<u>Zoning District</u> <i>(check all that apply)</i> ☐ Agricultural A1 A2 A3 ☐ Residential ☐ Business B1 B2 ☐ Industrial ☐ Wild & Scenic River ☐ Flood Fringe ☐ Floodway ☐ General Flood Plain
DISCLAIMER					
<i>I hereby apply for a zoning permit and I acknowledge that the information above is complete and accurate, that the work will be in conformance with the ordinances and codes of Goodhue County. The applicant also understands by signing this application he/she could be held responsible as representative of this project for any violation of compliance with all applicable laws and ordinances of Goodhue County. This permit may be suspended or revoked if the permit has been issued in error or on the basis of incorrect information supplied or in violation of any ordinance or regulation of Goodhue County. All provisions of law and ordinances governing this type of work will be complied with whether specified herein or not.</i>					
<u>Norman Doty</u> Property Owner Signature				<u>JUNE 15, 2026</u> Date	
TOWNSHIP APPROVALS					
I, FREDERICK PLAAS, acting on behalf of the Township of <u>Wacouta</u> in capacity of <u>Wacouta Township Zoning Administrator</u> hereby certify that the above described project has been approved according to the Wacouta Township Zoning Ordinance. Also that the above named property owner certifies that the structure and use must meet all Wacouta Township Codes & Ordinances and must be constructed as indicated.					
<u>Frederick Plaas</u> Frederick Plaas, Wacouta Township Zoning Administrator				<u>JUNE 15, 2026</u> Date	
Application Fee <u>\$ 200.00</u>			Receipt Number _____		

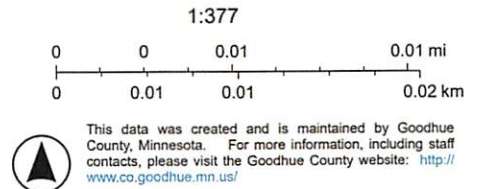


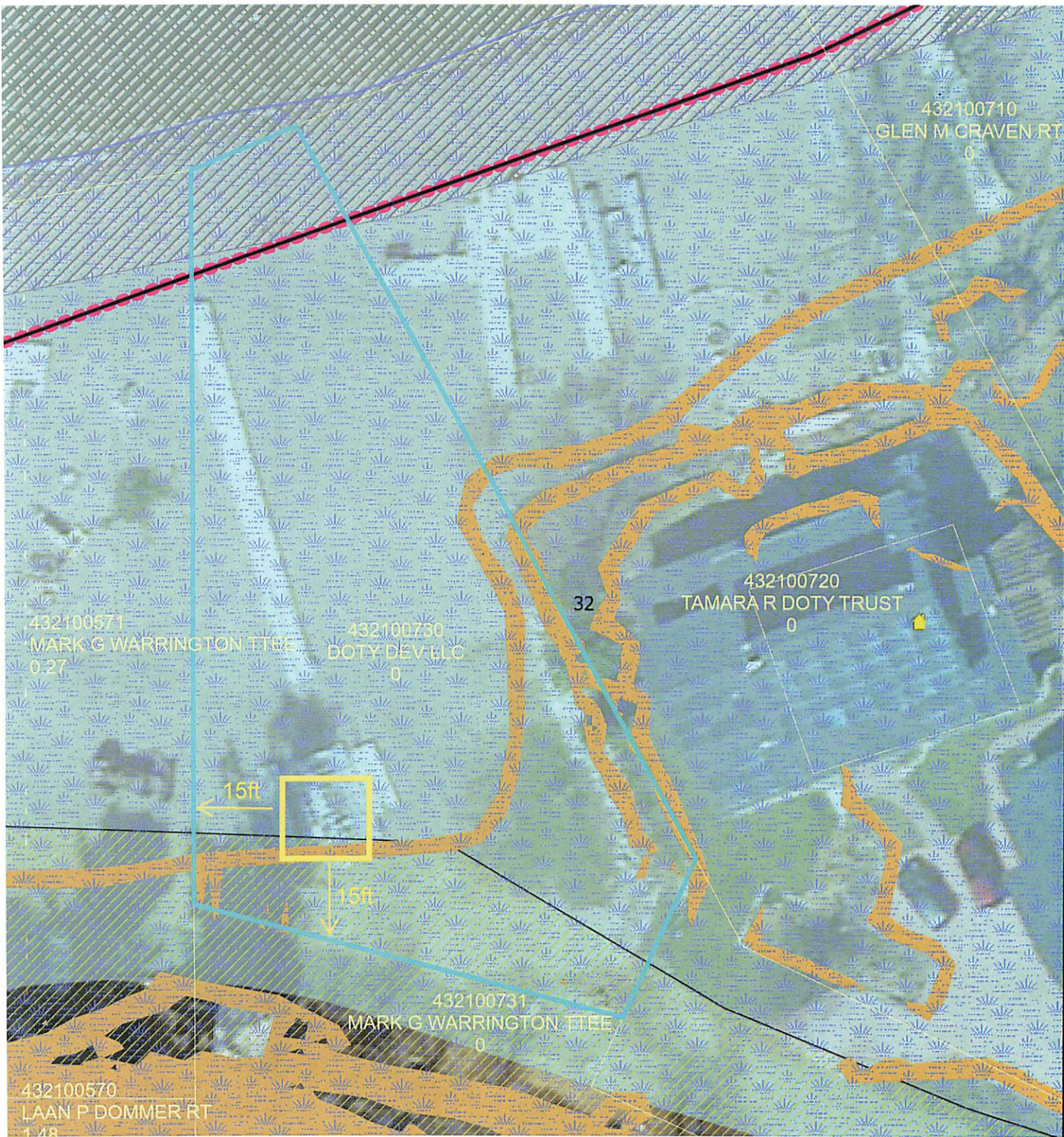






8/14/2026, 11:44:31 AM





Staff

SITE PLAN

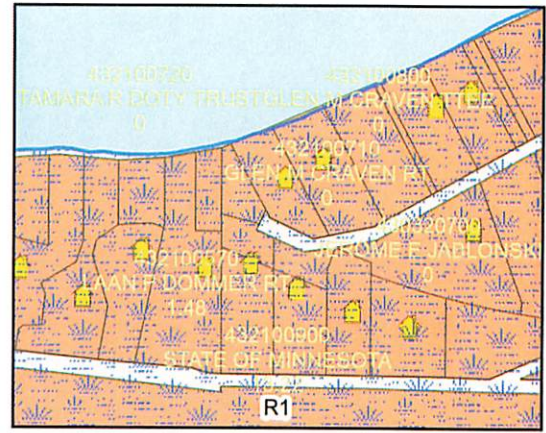
State the use of the property. Show the size, shape and location of structures with distance to property lines and location of ALL wells and septic systems.

- New SFD 1485 Sqft
- Zone R-1
- Land not contiguous

#26-0257

Legend

Dwelling Point	Special Flood Hazard Areas
Tax Parcels	
Shoreland	
Blufflands	Flood Zone
Soils_Type	0.2 PCT ANNUAL CHANCE FLOOD HAZARD
Slope	A
Soils	AE
	AO
	X



0 10 20 40 60 US Feet

DATA DISCLAIMER: Goodhue County assumes NO liability for the accuracy or completeness of this map OR responsibility for any associated direct, indirect, or consequential damages that may result from its use or misuse. Goodhue County Copyright 2026.



EXHIBIT G

Goodhue County | Land Use Management Department
Building Code Administration, Permits, and Inspections

Property Owner as Contractor

Contractor License Not Required for Owner Self-Contracting on Own Property

Permit Number: 26-0257

Purpose

The purpose of this form is to have property owners acknowledge their responsibilities to the Minnesota State Building Code, to Zoning Ordinances, and to other applicable rules and regulations when they are doing work on their own home and/or acting as general contractor in building projects.

Statement

I understand that the State of Minnesota requires that Residential Building Contractors, Remodelers, and Roofers, obtain a State License unless they qualify for a specific exemption from the licensing requirements. By signing this statement, I attest to the fact that I am building or improving my own property by myself. I claim to be exempt from the State License requirements because I am not in the business of building on speculation or for resale and this is the first residential property on which I have built or made improvements within the past 24 months.

I acknowledge that because I do not have a State License, I forfeit any mechanic's lien rights to which I may otherwise have been entitled under Minnesota State Statute 514.01.

I acknowledge that I may be hiring independent contractors to perform certain aspects of the construction or improvement of this property. Some of these contractors may be required to be licensed by the State of Minnesota. I understand that unlicensed residential contracting, remodeling, and/or roofing activity is a misdemeanor under Minnesota State Statute 326.92, subdivision 1, and that I forfeit my rights to reimbursement from the Contractor's Recovery Fund in the event that any contractors that I hire are unlicensed.

I also acknowledge that as the contractor on this project, I am solely and personally responsible for any violations of the State Building Code and/or County Ordinance in connection with the work performed on this property.

Attest to Understanding and Acknowledgement

Norman Doty

Print Name of Property Owner

Norman Doty

Property Owner Signature

Parcel 432100730 vacant beach lot
Adjacent to 27710 Greens Point Rd

Project Address

June 22, 2026

Date

Red Wing, MN 55066

City | State | Zip

Please return this completed and signed statement with the Building Permit Application.

To determine if a contractor is required to be licensed, or to check on the licensing status of an individual contractor, contact your local Building Department or call the Minnesota Department of Labor and Industry, Construction Codes and Licensing Division at 651.284.5012.

March 2018

Smith, Megan

From: Chad Riesgraf <chadriesgraf@gmail.com>
Sent: Wednesday, May 20, 2026 12:12 PM
To: Smith, Megan
Subject: Re: Doty property and road access question
Attachments: Doty Survey.pdf

I am attaching the most recent survey if that helps you.

When speaking with Don Mitchell from your building he told us the lot has been in its current configuration since 1993

Norm:

If you are referring to parcel 43.210.0730, it has been in its current configuration since 1993 when parcel 43.21.0731 was split from its former configuration.

Don

Chad Riesgraf Construction LLC

Chad Riesgraf -- Owner
W9185 Sand Rd Pepin WI
715.495.0403 -- chadriesgraf@gmail.com

On Wed, May 20, 2026 at 9:14 AM Smith, Megan <megan.smith@goodhuecountymn.gov> wrote:

Chad,

I'm wanting to make sure the property has frontage on a public street. I found a site plan that was submitted in 2012 with a septic permit, which is the first attachment. The asphalt road has a note that the land is owned by Wacouta Township and lists a quit claim deed number which indicates township ownership and it being a public road. Then, I found an old aerial photo from 2007 that shows parcel lines in this same area which is an interesting reference. I think there has been some confusion over how the shape of this parcel came to be, and where exactly the property lines are.

This supports what I assumed, that it is a public road, but am wanting to be diligent with this site since has some complexities.



Megan Smith | Land Use Management Director

Land Use Management | 509 W. 5th Street Red Wing, MN 55066

P: 651-385-3103 | **F:** 651-267-4872 | **E:** megan.smith@goodhuecountymn.gov

[Facebook](#) | [Jobs](#)

From: Chad Riesgraf <chadriesgraf@gmail.com>
Sent: Tuesday, May 19, 2026 1:01 PM
To: Smith, Megan <megan.smith@goodhuecountymn.gov>
Subject: Re: Doty property and road access question

External Email - Use caution opening links or attachments!

It is not owned by the Dotys. I would guess the township owns it.

Chad Riesgraf Construction LLC

Chad Riesgraf -- Owner
W9185 Sand Rd Pepin WI
715.495.0403 -- chadriesgraf@gmail.com

On Tue, May 19, 2026 at 12:58 PM Smith, Megan <megan.smith@goodhuecountymn.gov> wrote:

Hi Chad,

Today I had a resident of Wacouta Township ask if I knew if the approximate area I outlined in orange below is a public road or owned privately by the Doty's? Do you have any insight on this?



Smith, Megan

From: Chad Riesgraf <chadriesgraf@gmail.com>
Sent: Tuesday, April 14, 2026 12:16 PM
To: Youngsma, Lucas (DNR)
Cc: Smith, Megan; Township - Wacouta (clerk); Central MN Army Core of Engineers (USACE_Requests_MN@usace.army.mil)
Subject: Re: Wacouta Boat Ramp

External Email - Use caution opening links or attachments!

Hi Lucas,

Thanks for checking on this. I will send you a plan for review based on those criteria. I don't see any reason we cannot build within those requirements to avoid a permit.

Thanks
 Chad

Chad Riesgraf Construction LLC

Chad Riesgraf -- Owner
 W9185 Sand Rd Pepin WI
 715.495.0403 -- chadriesgraf@gmail.com

On Tue, Apr 14, 2026 at 11:51 AM Youngsma, Lucas (DNR) <Lucas.Youngsma@state.mn.us> wrote:

Chad,

I have visited this property, so I have a general sense of the site, and believe that the site could be suitable for a private boat ramp and that one could be designed that could comply with the private ramps site and construction criteria for which a DNR Public Waters Permit is not required (see excerpt below). To make such a determination, may I request that a plan be submitted so I can conduct a review of the plan?

Private ramps: site and construction criteria

- The site can support a ramp without pilings, dredging, or other special site preparations.
- The ramp will be constructed of gravel, natural rock, steel matting, or other durable inorganic material not exceeding 7 inches in thickness.
- The ramp will be no more than 12 feet wide along shore and 10 feet waterward of the shoreline or into a water depth of 4 feet, whichever is less.
- Excavation of no more than 5 cubic yards (to create a suitable slope and launching area) and placement of no more than 5 cubic yards of crushed rock, gravel, clean sand, or small stone are allowed to provide a stable base or maintain use of the ramp.

- The site is not a federally designated wild and scenic river.

I am also copying Goodhue County, the township, and USACE regulatory as they may have regulatory requirements for private boat ramps.

Lucas Youngsma

Mississippi River Hydrologist (Pools 3-9)

Ecological and Water Resources

Minnesota Department of Natural Resources

1801 South Oak Street

Lake City, MN 55041

651-299-4020

Email: Lucas.Youngsma@state.mn.us

mndnr.gov

From: Chad Riesgraf <chadriesgraf@gmail.com>
Sent: Tuesday, April 14, 2026 11:35 AM
To: Youngsma, Lucas (DNR) <Lucas.Youngsma@state.mn.us>
Subject: Wacouta Boat Ramp

You don't often get email from chadriesgraf@gmail.com. [Learn why this is important](#)

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Hi Lucas,

My name is Chad Riesgraf. I am a general contractor, and I have a customer who wants to install a Private boat ramp at his Lake Front Property.

The address is:

27710 Greens Point Rd

Red Wing MN 55066

I used this [webpage](#) as a reference but wanted to check in with you before proceeding to see if this information is current.

Thanks

Chad Riesgraf

Chad Riesgraf Construction LLC

Chad Riesgraf -- Owner
W9185 Sand Rd Pepin WI
715.495.0403 -- chadriesgraf@gmail.com

**GOODHUE
COUNTY****MN**

Goodhue Cty - Land Use OTC

Receipt

TRANSACTION #364695506
TRANSACTION TYPE: SALE8/18/2026 3:42:29 PM
AUTH #863846**BUILDING PERMITS**

Account Number	01-127-127-0000-5123
Applicant's Name	
Permit Number	26-0257
Amount	\$2,527.33

BILLING INFO

Name	
Address	
City, State, Zip	
Phone Number	
Email Address	

PAYMENT INFO

Payment Summary	AmericanExpress payment for \$2,527.33.
Payment Account	*****1002
Payment Type	Credit Sale
Entry Method	Insert
AVS Result	0 AVS Not Requested.

TOTAL AMOUNT

Base Amount	\$2,527.33
Conv. Fee	\$0.00
Total USD	\$2,527.33

Receipt Notes
Thank you for your payment.

To: Wacouta Township Board of Adjustment

From: Wacouta Township Planning Commission

Ref: Recommendations on Appeal by Warrington's and Appeal by Green's Point Committee

The Planning Commission met on July 23, 2026, and reviewed two separate Appeals concerning the planned construction of a home on Parcel #432100730 located of Green's Point. The committee was provided with all available data related to a Building Permit submitted by Norm Doty and previously approved by Fred Plaas. The Appeals were put into the record of the meeting and additional comments were heard from the Appellants and Norm Doty. The minutes of the meeting are provided for reference.

The parcel in question has historically been considered non-conforming and unbuildable. A review of the parcel shows it was declared a buildable lot prior to the creation of the 1994 Wacouta Ordinance. The Commission agrees with this fact of record.

Several questions concerning the State and Federal agency's approval processes were identified but the Commission feels they should be addressed at the County level for this permit. It is unknown what impact the proposed boat ramp might have on the need for extensive retaining walls and fill or the status of the parcel. The county should clarify this.

There were numerous questions and concerns about the Wacouta permitting process and documentation.

The Commission makes the following recommendations.

- 1) The Permit issued by Fred Plaas was consistent with past practices. We find no compelling basis for not approving the Township Permit.
- 2) The Township should follow up with the County review process as relates to the required State and Federal approval processes followed and the reports generated for the Doty parcel.
- 3) The Township should initiate a review of Township Ordinance and provide funding to accomplish the review as soon as practical. This includes making sure our Wacouta Ordinances are current with County Ordinances.
- 4) The Township needs to redefine the permitting process, required supporting materials, and how permits are filed and maintained as Township records.
- 5) The Township needs written instructions on how and when permits are required. These should be available on the township website.

Submitted on behalf of Wacouta Planning Commission by: Mickey Payne, Chair

Dated: August 17, 2026



Laan Dommer <laandommer@gmail.com>

Supplemental Submission: Procedural Variance Defects, Notice Requirements, and Substantive Ordinance Non-Compliance

1 message

Laan Dommer <laandommer@gmail.com>
To: "Smith, Megan" <megan.smith@goodhuecountymn.gov>
Bcc: Laan Dommer <laandommer@gmail.com>

Fri, Aug 21, 2026 at 12:21 PM

August 21, 2026

Megan Smith, Director
Goodhue County Land Use Management Department
509 W. 5th Street
Red Wing, MN 55066

RE: Property at 27710 Greens Point Road (Parcel ID 43.210.0730) – Supplemental Submission: Procedural Variance Defects, Notice Requirements, and Substantive Ordinance Non-Compliance

Dear Ms. Smith and Goodhue County Land Use Management Staff,

Thank you for confirming receipt yesterday of our public records request regarding the permitted activity at 27710 Greens Point Road (Parcel ID 43.210.0730). We appreciate staff's attention to processing these public files.

Because the timeframe required to compile and fulfill that data request is currently undetermined, we are submitting this formal letter for immediate placement in the official property record. The purpose of this submission is to ensure that our primary procedural objections regarding mandatory variance reviews and public notice requirements, alongside our technical ordinance concerns, are formally documented for consideration during your pending file review.

1. Priority Issue: Procedural Defects in Variance Review and Public Notice

Reports indicate that land use, structural, or Subsurface Sewage Treatment System (SSTS) permits may have been administratively issued for this location. Based on available site plans, the proposed development involves two distinct elements that require formal variance relief:

- **Bluffland Setback Relief:** The proposed 4–6 foot structural perimeter wall is situated within 30 feet of the toe of the bluff, placing it squarely inside protected shoreland/bluffland setback zones (GCZO Article 12, Section 4, Subd. 1).
- **Septic System Relief:** The proposed SSTS design requires performance or setback relief from standard shoreland/SSTS regulations.

Under Minnesota Statutes (§§ 394.26 and 394.27) and County ordinance, no variance can be lawfully granted without a public hearing before the Board of Adjustment, complete with required published notice and mailed notice to nearby property owners. Furthermore, under GCZO Article 31, Section 17, advance notice of variance requests must be formally transmitted to the DNR Commissioner.

To date, no public hearing at the township or county level has been noticed or conducted for either the septic variance or the bluff setback variance. If permits were issued administratively without these mandatory public hearings, published notices, or findings of "practical difficulties" on the public record, those approvals carry fundamental jurisdictional defects.

2. Secondary Technical Non-Compliance Grounds

In addition to these critical procedural defects, we request staff evaluation of the following technical zoning standards during your file review:

- **Perimeter Wall Obstruction & Setbacks:** Under GCZO Article 24, a wall is defined as an "Obstruction". Under Article 32, Section 5, Subd. 5.D, floodplain developments cannot adversely affect hydraulic capacity. If treated as a freestanding accessory structure under Article 24, Subd. 4.B, it must maintain a setback equal to 10 feet less than the distance to the property line unless engineered to collapse progressively.
- **Buildable Area Calculation:** Article 24 requires a minimum of 1 contiguous acre of "Buildable Area" (or 20,000 sq. ft. for pre-September 2019 lots), strictly excluding Floodway, submerged land below the OHWL, and Rights-of-Way.
- **Impervious Surface & Parcel Coverage:** Total impervious surface cannot exceed 25 percent under Shoreland rules (Article 31, Section 8, Subd. 4), and principal/accessory building coverage is capped at 20 percent (Article 24, Subd. 5).
- **Substandard Lot Consolidation:** Under Article 24, Subd. 6 and Article 31, Section 10, Subd. 1.A, contiguous non-conforming lots under identical ownership must be combined prior to permit issuance.
- **Flood Fringe Elevation & Fill Limits:** Structures in the flood fringe must be properly elevated on fill (Article 32, Section 5, Subd. 2.A), and fill placements exceeding 1,000 cubic yards require a Conditional Use Permit (CUP) and certified erosion control plans (Article 32, Section 5, Subd. 2.C & 4.D).

We respectfully request that County staff review the status of this parcel and confirm whether permit issuance is being held pending proper variance reviews before the Board of Adjustment. We reserve all rights to supplement these objections upon receipt of the full public record and to pursue formal administrative appeals pursuant to Minn. Stat. § 394.27.

Sincerely,

Laan Dommer

31587 Lakeview Avenue

Red Wing, Minnesota

651-764-2594

laandommer@gmail.com



2026-08-21-GCLUM_clarification_letter_variances_setbacks_public_notices-v4.pdf

99K

August 21, 2026

Megan Smith, Director
Goodhue County Land Use Management Department
509 W. 5th Street
Red Wing, MN 55066

RE: Property at 27710 Greens Point Road (Parcel ID 43.210.0730) – Supplemental Submission: Procedural Variance Defects, Notice Requirements, and Substantive Ordinance Non-Compliance

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Sincerely,

Laan Dommer

31587 Lakeview Avenue

Red Wing, Minnesota

651-764-2594

laandommer@gmail.com

FORMAL DEMAND FOR ADMINISTRATIVE HOLD AND STOP-WORK ORDER

5 messages

Laan Dommer <laandommer@gmail.com>

Thu, Aug 27, 2026 at 3:21 PM

To: "Smith, Megan" <megan.smith@goodhuecountymn.gov>

Cc: "scott.arneson@co.goodhue.mn.us" <scott.arneson@co.goodhue.mn.us>, countyattorney@co.goodhue.mn.us, bkennedy@goodhueswcd.org, info@goodhueswcd.org, area-hydrologist.dnr@state.mn.us

FORMAL DEMAND FOR ADMINISTRATIVE HOLD AND STOP-WORK ORDER

DATE: August 27, 2026

TO:

Megan Smith, Zoning Administrator

Goodhue County Land Use and Zoning Department

509 West 5th Street

Red Wing, MN 55066

REGARDING: Emergency Request for Administrative Hold and Immediate Stop-Work Order (Greens Point Road Permit Site / Bluff Impact Zone Disturbance)

Dear Ms. Smith,

I am writing to formally demand an immediate Administrative Hold and Stop-Work Order on the recently approved permits and variance applications associated with the Greens Point Road development.

Heavy equipment (skid-steer/Bobcat) is currently operating directly within the Bluff Impact Zone and along the toe of the bluff. Continuous video documentation and independent eyewitness observation confirm active, unpermitted land alteration in this critical area. The Goodhue County Soil and Water Conservation District has been formally notified of this active disturbance for an immediate site inspection.

Allowing physical construction to continue under approvals marred by severe procedural defects poses an unmitigated risk of permanent, irreversible environmental damage. We request an immediate stay of all site activities based on the following grounds:

- **Active Bluff Disturbance & Unverified Alterations:** Mechanical excavation and grading are actively under way at the toe of the bluff without approved site engineering or proper erosion mitigation in place.
- **Failure of Mandatory Public Notice:** Goodhue County failed to provide mandatory public notice for the septic and bluff-setback variances. Denying adjacent and affected property owners their statutory right to review and comment prior to approval constitutes a fundamental due process defect.
- **Missing Soil & Water Conservation Sign-Off:** Neither the Goodhue County Water and Soil Resource Management Division nor the local Soil and Water Conservation District has issued written technical approval or clearance for the land alteration and site plans.
- **Absence of Required DNR Authorization:** The permitted work involves structural retaining walls, shoreline work, and bluff impact zone alterations requiring explicit Minnesota DNR review, written concurrence, or state work permits under state shoreland management rules. No written record of DNR approval exists.

Given these critical procedural omissions and the ongoing land disturbance, Goodhue County must issue an immediate Stop-Work Order to maintain the status quo pending formal agency reviews and the upcoming administrative appeal.

Please confirm receipt of this demand and advise on the immediate status of the Stop-Work Order.

Sincerely,

Laan Dommer

31587 Lakeview Avenue

Red Wing, MN 55066

651-764-2594 | laandommer@gmail.com

cc:

Scott O. Arneson, Goodhue County Administrator

Stephen F. O’Keefe, Goodhue County Attorney (Civil Division)

Beau Kennedy, District Manager of the Goodhue Soil and Water Conservation District

Goodhue County Soil and Water Conservation District Office

DNR Area Hydrologist (Division of Waters)

 **2026-08-27-Formal Demand for Administrative Hold Stop-Work Order-v3.pdf**

68K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Thu, Aug 27, 2026 at 3:21 PM

To: laandommer@gmail.com



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The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. For more information see <https://aka.ms/EXOSmtpErrors> [BL02EPF0001B419.namprd09.prod.outlook.com 2026-08-27T20:21:52.732Z 08DF04468FF7EA78]

Final-Recipient: rfc822; info@goodhueswcd.org
Action: failed
Status: 5.4.1
Remote-MTA: dns: goodhueswcd-org.mail.protection.outlook.com.
(2a01:111:f403:f900::1, the server for the domain goodhueswcd.org.)
Diagnostic-Code: smtp: 550 5.4.1 Recipient address rejected: Access denied. For more information see <https://aka.ms/EXOSmtpErrors> [BL02EPF0001B419.namprd09.prod.outlook.com 2026-08-27T20:21:52.732Z 08DF04468FF7EA78]
Last-Attempt-Date: Thu, 27 Aug 2026 13:21:52 -0700 (PDT)

 **noname**

5K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Thu, Aug 27, 2026 at 3:21 PM

To: laandommer@gmail.com



Address not found

Your message wasn't delivered to **countyattorney@co.goodhue.mn.us** because the address couldn't be found, or is unable to receive mail.

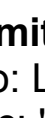
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The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. For more information see <https://aka.ms/EXOSmtpErrors> [BN5PEPF00047591.namprd09.prod.outlook.com 2026-08-27T20:21:52.783Z 08DF045FD01252A9]

Final-Recipient: rfc822; countyattorney@co.goodhue.mn.us
Action: failed
Status: 5.4.1
Remote-MTA: dns: co-goodhue-mn-us.mail.protection.outlook.com.
(2a01:111:f403:c927::5, the server for the domain co.goodhue.mn.us.)
Diagnostic-Code: smtp: 550 5.4.1 Recipient address rejected: Access denied. For more information see <https://aka.ms/EXOSmtpErrors> [BN5PEPF00047591.namprd09.prod.outlook.com 2026-08-27T20:21:52.783Z 08DF045FD01252A9]
Last-Attempt-Date: Thu, 27 Aug 2026 13:21:52 -0700 (PDT)

 **noname**

5K

Smith, Megan <megan.smith@goodhuecountymn.gov>

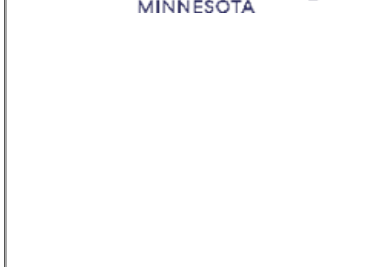
Thu, Aug 27, 2026 at 3:26 PM

To: Laan Dommer <laandommer@gmail.com>

Cc: "Arneson, Scott" <scott.arneson@goodhuecountymn.gov>, "countyattorney@co.goodhue.mn.us" <countyattorney@co.goodhue.mn.us>, "Kennedy, Beau" <bkennedy@goodhueswcd.org>, "info@goodhueswcd.org" <info@goodhueswcd.org>, "area-hydrologist.dnr@state.mn.us" <area-hydrologist.dnr@state.mn.us>

Hi Laan,

This has been received. I will review immediately, and can do a site visit on my way through the area this afternoon since you mentioned work had started, to determine if work is being done outside the scope of what has been permitted.



Megan Smith | Land Use Management Director

Land Use Management | 509 W. 5th Street Red Wing, MN 55066

P: 651-385-3103 | **F:** 651-267-4872 | **E:** megan.smith@goodhuecountymn.gov

[Facebook](#) | [Jobs](#)

From: Laan Dommer <laandommer@gmail.com>
Sent: Thursday, August 27, 2026 3:22 PM
To: Smith, Megan <megan.smith@goodhuecountymn.gov>
Cc: Arneson, Scott <scott.arneson@goodhuecountymn.gov>; countyattorney@co.goodhue.mn.us; Kennedy, Beau <bkennedy@goodhueswcd.org>; info@goodhueswcd.org; area-hydrologist.dnr@state.mn.us
Subject: FORMAL DEMAND FOR ADMINISTRATIVE HOLD AND STOP-WORK ORDER

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Smith, Megan <megan.smith@goodhuecountymn.gov>

Fri, Aug 28, 2026 at 2:49 PM

To: Laan Dommer <laandommer@gmail.com>

Cc: "Arneson, Scott" <scott.arneson@goodhuecountymn.gov>, "Kennedy, Beau" <bkennedy@goodhueswcd.org>, "area-hydrologist.dnr@state.mn.us" <area-hydrologist.dnr@state.mn.us>

Laan,

I was able to visit this job site yesterday and determined that work on the new home has not yet started. Instead, what is happening is that the property owner is selectively clearing vegetation to make way for a new set of stairs that will be put in on the Doty parcel 43.210.0730 that meet Article 11, section 4, subd. 6 of the Zoning Ord.

The visit did create an opportunity for me to document and observe existing site conditions, and I specifically looked at the bluff in this area. There were no violations on 8/27/2026 to the County's shoreland ordinance or bluff protection standards noted. The toe of the bluff has been previously altered in this area to the point where it's difficult to determine where the toe is. Rip rap, fill, and other construction debris along with concrete and other items are all evident at the toe of the bluff. I suspect this area has been modified to help stabilize erosion of the bluff and also protect it during flood events, which all makes sense. Regardless, it has made it difficult to determine where exactly the toe it, but based on my measurements, the structure will be 45 feet from the toe, and the wall supporting the new fill that will support the new house will be placed will be 30 feet from the toe. The reason no variance was applied for is because the site plans meet County requirements. The DNR has jurisdiction for work below the OHWL and it's my understanding no written approval is needed, although as you may know Lucas Youngsma and I have been on site together several times. The SWCD has jurisdiction over feedlots and wetlands. County staff shares resources with both, but the ordinance requires that these permits are issued by the County.

I am leaving the office shortly but would be available to discuss this further on Monday, August 31st if you wish.



Megan Smith | Land Use Management Director

Land Use Management | 509 W. 5th Street Red Wing, MN 55066

P: 651-385-3103 | **F:** 651-267-4872 | **E:** megan.smith@goodhuecountymn.gov

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To: Smith, Megan <megan.smith@goodhuecountymn.gov>
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FORMAL DEMAND FOR ADMINISTRATIVE HOLD AND STOP-WORK ORDER

[Quoted text hidden]

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