

JAN 10 2008

STATE OF MINNESOTA  
BOARD OF ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE  
AND INTERIOR DESIGN

In the Matter of  
Chad Nolte, Unlicensed  
Land Surveyor In-Training, #125624

SETTLEMENT AGREEMENT  
AND  
CEASE AND DESIST ORDER

Board File No. 2008-0006

TO: Chad Nolte  
Nolte Surveying  
17440 County 102  
Chatfield, MN 55923

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2006) and Minnesota Statutes section 326.111 (2006) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Chad Nolte ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that the matter may now be resolved by this Settlement Agreement and Cease and Desist Order.

**SETTLEMENT AGREEMENT**

IT IS HEREBY AGREED by and between Respondent and the Committee as

follows:

1. Jurisdiction. Pursuant to Minnesota Statutes section 326.111, subdivision 3 (2006), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from holding out as a land surveyor in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement and Cease and Desist Order.

2. Facts. This Settlement Agreement is based upon the following facts:

a. Respondent is not currently and never has been licensed by the Board as a Land Surveyor in the State of Minnesota.

b. Respondent is currently recorded as a Land Surveyor In-Training with the State of Minnesota. He was granted the Land Surveyor In-Training certificate, number 125624 on December 31, 2002.

c. Respondent posted an ad for land surveying services in the "The Builders Journal Southeastern Minnesota," June 2007 edition. A true and correct copy of the advertisement listed in the Builder's Journal of the Southeastern Minnesota, June 2007 edition, is attached as Exhibit 1.

d. In a letter from the Respondent received by the Board on August 14, 2007, Respondent admits that he ran the ad for land surveying services in the "The Builders Journal Southeastern Minnesota," June 2007 edition. A true and correct copy of the Respondent's letter, received at the Board office on August 14, 2007, is attached as Exhibit 2.

3. Violations. Respondent admits that the facts specified above constitute

violations of Minnesota Statutes section 326.02, subdivision 1 (2006) and are sufficient grounds for the action specified below.

4. Enforcement Action. Respondent and the Committee agree that the Board may issue an Order in accordance with the following terms:

a. Cease and Desist Order. Respondent shall cease and desist from holding himself out as a Land Surveyor in Minnesota, and from further violations of Minnesota Statutes sections 326.02 through 326.15 (2006) until such time as he becomes licensed as a Land Surveyor in the State of Minnesota.

b. Civil Penalty. Respondent shall pay a civil penalty of Five Hundred Dollars (\$500.00) to the Board. Respondent shall submit a cashier's check or money order for Five Hundred Dollars (\$500.00) to the Board within sixty (60) days of the date of the Board Order approving this Settlement Agreement and Cease and Desist Order.

5. Judicial Relief. If the Respondent violates paragraph 4 above, a district court of this state may, upon application of the Committee, enter an Order enjoining Respondent from such unauthorized practices, ordering Respondent to show cause why the required civil penalty has not been paid, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

6. Waiver of Respondent's Rights. For the purpose of this Settlement Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a

contested case proceeding pursuant to Minnesota Statutes Chapter 14 (2006). Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement and Cease and Desist Order or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Collection. In accordance with Minnesota Statutes section 16D.17 (2006), in the event this order becomes final and Respondent does not comply with the condition in paragraph 4(b) above, Respondent agrees that the Board may file and enforce the unpaid portion of the civil penalty as a judgment without further notice or additional proceedings.

8. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement and Cease and Desist Order, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minnesota Statutes Chapter 14 (2006), Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement Agreement and the record.

9. Record. The Settlement Agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may

be filed with the Board with this Settlement Agreement.

10. Data Classification. Under the Minnesota Government Data Practices Act, this Settlement Agreement and Cease and Desist Order is classified as public data upon its issuance by the Board, Minnesota Statutes section 13.41, subdivision 5 (2006). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (2006). They shall not, to the extent they are not already public documents, become public merely because they are referenced herein. A summary of this Settlement Agreement and Cease and Desist Order will appear in the Board's newsletter. A summary will also be sent to the national discipline data bank pertaining to the practice of land surveying.

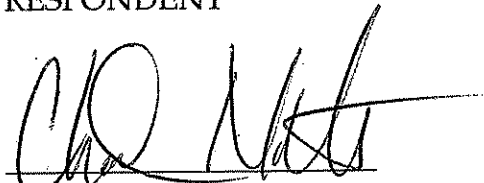
11. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

12. Entire Agreement. Respondent has read, understood, and agrees to this Settlement Agreement and Cease and Desist Order and is freely and voluntarily signing it. The Settlement Agreement and Cease and Desist Order contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

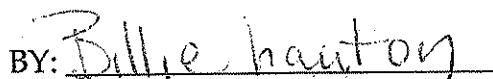
13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

14. Service. If approved by the Board, a copy of this Settlement Agreement and Cease and Desist Order shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT

  
Chad Nolte

COMPLAINT COMMITTEE

BY:   
Billie Lawton, Public Member  
Complaint Committee Chair

Dated: 01-09-08

Dated: 1-18-08

ORDER

Upon consideration of the foregoing Settlement Agreement and based upon all the files, records and proceedings herein, all terms of the Settlement Agreement are approved and hereby issued as an Order of this Board on this the 18<sup>th</sup> day of JAN., 2008.

MINNESOTA BOARD OF  
ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE  
ARCHITECTURE, GEOSCIENCE AND  
INTERIOR DESIGN

By: Kristine A Kubes  
~~Jerome Allen Ritter, Architect, CID~~  
~~Board Chair~~

KRISTINE KUBES, ACTING BOARD  
CHAIR  
SECRETARY

RECEIVED

JUL 17 2007

# Walk in the Woods

By Chad Nolte

## Food Plots: Tips On How To Create Your Own Magnet

There is a growing trend with planting food plots. The reason is simple, they attract more deer to your hunting area. It is getting harder and harder to gain access onto people's land for hunting now days so if you have the ability to create something that brings deer and holds them on your small tract of ground then you will have a much more successful season. I am going to list off a few tips to help you get some results out of all your effort.

Planting food plots is work. There is no easy way around it. The only thing you could do to make it easy is to hire someone else to do it. Aside from that, you can get a decent food plot with just a little equipment. There are a couple different types of food plots; there is the

"Destination Plot" that is very big in size (2-5 acres and bigger) that feeds deer all fall, especially during dark hours of the night. These are plots that you need to have regular farm equipment to make. Typically these are of the corn and soybean variety.

The other type of food plot is the "Hunting Plot." That is the plot that any person can put in with a minimal amount of equipment. There are a couple of different ways to create these; one is to rake all the leaves away from a small area in front of one of your stands the size of about 30'x30' and hand broadcast your seed. The other way is to take a weed whacker and mow down all the grass on a logging road, then spray it with Roundup to kill the weeds, wait a week and rake it with a gravel rake to



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loosen up the soil and hand seed that. The key is to create an area where the seed is in contact with the soil so they can germinate.

There are certain times to plant these plots also. The standard corn and soybean plots still are planted in the spring along with all the other crops that farmers plant. The other is the brassica type plants, rape, turnips, etc. These are best planted in late July or early August. Rape seed is one of the best late season attractants that I have ever seen. When it grows in the summer and early fall it is bitter tasting and contains starch so the deer do not eat it. Then when it goes through a hard freeze, the starch turns to sugar and the deer go nuts over it. It is like candy to them.

There is no easy way to do a food plot. With a little elbow grease and some sweat, you can make your upcoming hunting season a lot more fulfilling by doing it yourself and you will see more deer because of it.



## Nolte Surveying

Land Surveyors

Chad J. Nolte

17410 County 102 Chanhassen, Mn 55923

Business: 507.867.2931 Cell: 507.421.5427

[chadnolte@myclearway.net](mailto:chadnolte@myclearway.net)

Rural Land Surveys - Lot Surveys - Topographic Surveys - Construction Staking



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AUG 14 2007

Dear Minnesota Board of AELSLAGID,

I sincerely apologize for the actions I took in regards to running an ad for land surveying services in "The Builders Journal Southeastern Minnesota Edition". My reasons for running the ad were because I had recently taken the Wisconsin State exam for Land Surveyors in April 2007 and had not heard back about any results from the test. Being that I was very confident about the test and the old saying "no news is good news" theory, when the publishers of the magazine asked me if I wanted to run a free ad for myself because I write hunting articles for them, I thought that it wouldn't hurt anything. The Builders Journal does circulate throughout the Lacrosse, Wis area so the ad I ran wasn't really even meant for Minnesota. Once I did find out about my test results and that I received a 68 for a final score, I immediately informed the publishers to pull my ad for land surveying and replace it with my Taxidermy ad (enclosed is a copy of the e-mail to the publisher dated Friday, June 29, 2007). Rest assured, I did not receive any phone calls because of the ad as the surveying profession is in an extreme lull right now. As for the future, I will not place myself out to the public for any reason until I know for certain, in writing, that I have met all the qualifications to do so.

As for listing any of the information that you requested in your letter to me, I do not even practice any land surveying right now. I do not own any equipment, (Total Station, GPS, etc.) to do any surveying. Currently I am doing taxidermy, farming, and guiding deer hunters for income. I am trying to pass my Surveyors tests in Mn and Wi so I can eventually practice Land Surveying.

My sincere apologizes,



Chad J. Nolte

EXHIBIT 2

