



Application for Extraction Conditional Use Permit /  
Temporary Grading and Filling Permit

www.co.redwood.mn.us

Permit #: 17-16 Date: 11-7-16

Location of the Extraction:

Address:      305th St City: Franklin State: MN Zip: 55333  
House # Street Name

Parcel #: 65-024-1040 Township: Sherman Section: 24 Twp #: T-112-N Range: R-34-W

Legal Description:

TR IN S1/2 NE1/4 & TR IN N1/2 SE1/4 LYING N & E OF TOWNSHIP ROAD 53.67A

Information about the Extraction:

Zoning District: Agricultural

Soil Type 1: Rock outcrop-Copaston complex, 2 to 40 % slopes

Soil Type 2: Wadena variant loam 2 to 6 percent slopes

Type Of Extraction: Rock If other, please explain: crushed granite

General description of the extraction:

Mining, processing, and stockpiling of granite material. Will not excavate any closer to the 305th Street right-of-way than is currently excavated. Extraction site extends west onto parcel 65-024-2080 (see CUP #5-12). Will also truck in and stockpile asphalt to be recycled annually.

Total acres in the parcel: 48 Number of acres to be extracted: 7

Type of Road: Township Right-of-Way Footage: 33

Setbacks: (Please enter in feet)

Setback from the Center of the Road: 33

Side Yard Setback: 0 Direction: West

Side Yard Setback: 1000 Direction: East

Rear Yard Setback: 280 Direction: North

Starting Date: 10/1/2016 Estimated Date of Completion: 9/30/2026

Life Expectancy of Operation: 10 years (maximum 10 years)

Drainage Plan:

Drainage to continue to the north.

Landscape and screening plans:

Reserve topsoil and use as berm on pit edge.

**Water plan (estimated water use):**

No water use.

**Statement addressing noise, vibration, glare, heat, smoke, particle matter, odors, exterior lighting, toxic or noxious matter, dust, etc:**

Stop crushing when wind direction carries noise to neighboring residences.

**Reclamation plan:**

Site will be levelled to no steeper than 3:1 slopes and reclaimed to a pond and grassland. Topsoil will be reserved on site, spread, and seeded.

Estimated Cost of Reclamation: 5000

**General Contractor:**

Name: TNT Construction/Kerkhoff Inc. City: Morgan State: MN

**Applicant Information:**

First Name: Tim Last Name: Kerkhoff

Business: TNT Construction/Kerkhoff Inc.

Address: 912 Front St City: Morgan State: MN Zip: 56266

Home Phone: (507) 249-3182 Cell Phone: (507) 829-8017

**Land Owner Information:**

First Name: William & Donna Last Name: Munsell

I affirm that the forgoing information is true and accurate. I understand that if any portion of this information is false or materially misleading, any conditional use permit issued in reliance upon this information is voidable at the election of Redwood County.

Land Owner Signature: William & Donna Munsell Date: 11/4/2016

**Please attach the following information:**

1. A detailed site map. This must include: soil types, topography (10 foot contour intervals), location of watercourses, outline of maximum area to be excavated, setbacks from property lines, vertical profile of area to be excavated including overburden, proposed and existing locations of any structures, stockpiles or operation areas, location and names of roads, railroads, known tile lines, proposed fences, utility rights-of-way, planned entrances and exits for operation area, road routes for heavy equipment, any signs being posted, and public areas next to the extraction.

2. An estimated bid of the reclamation along with a detailed map 1" = 100' or larger.

**Office Use Only:** \* The section below is to be filled out by the Environmental Office Staff

Extraction Fee: \$700.00 Receipt #: 381779 Date Approved: \_\_\_\_\_

**Commission Action:**

**County Board Action:**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_ Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Property line

35'

20'

12'

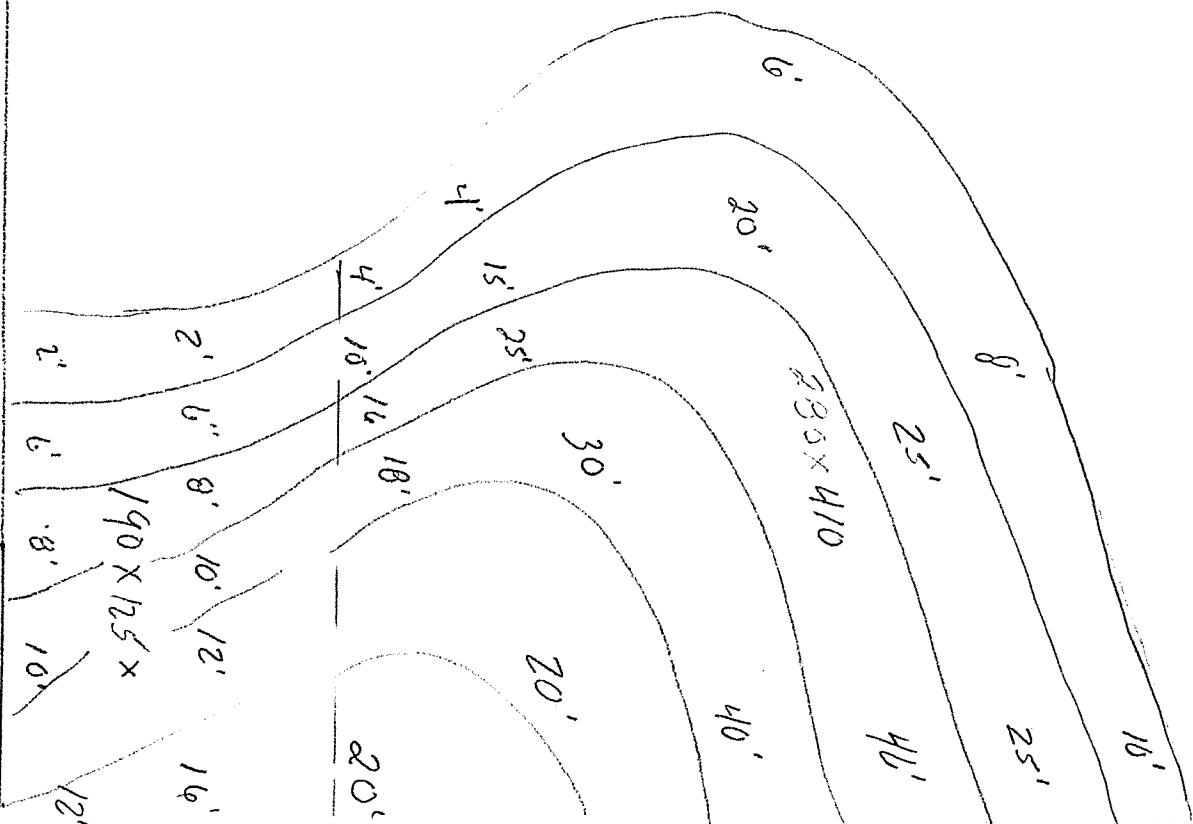
6'

210 x 180

N

Miscell pit

305<sup>th</sup> St



T.H.C.

Vertical Profile

Date

11-1-16

Tom Kephau, CA

Property line

Excavation Area

210x180

N

Excavation Area

280x410

190' x 135'

305<sup>th</sup> St

Title

Propose area

Date

11-1-16

Tim Kerkhoff

Property line

Not for soil

N

305<sup>th</sup> St

Put top soil back where it was

Fill
Reclaim top soil
Date
11-1-16
Tim Leckell
1-2-17

Property line

Rocky soil

N

305<sup>th</sup> St

About 3' of top soil

Title

Sealaine


Date

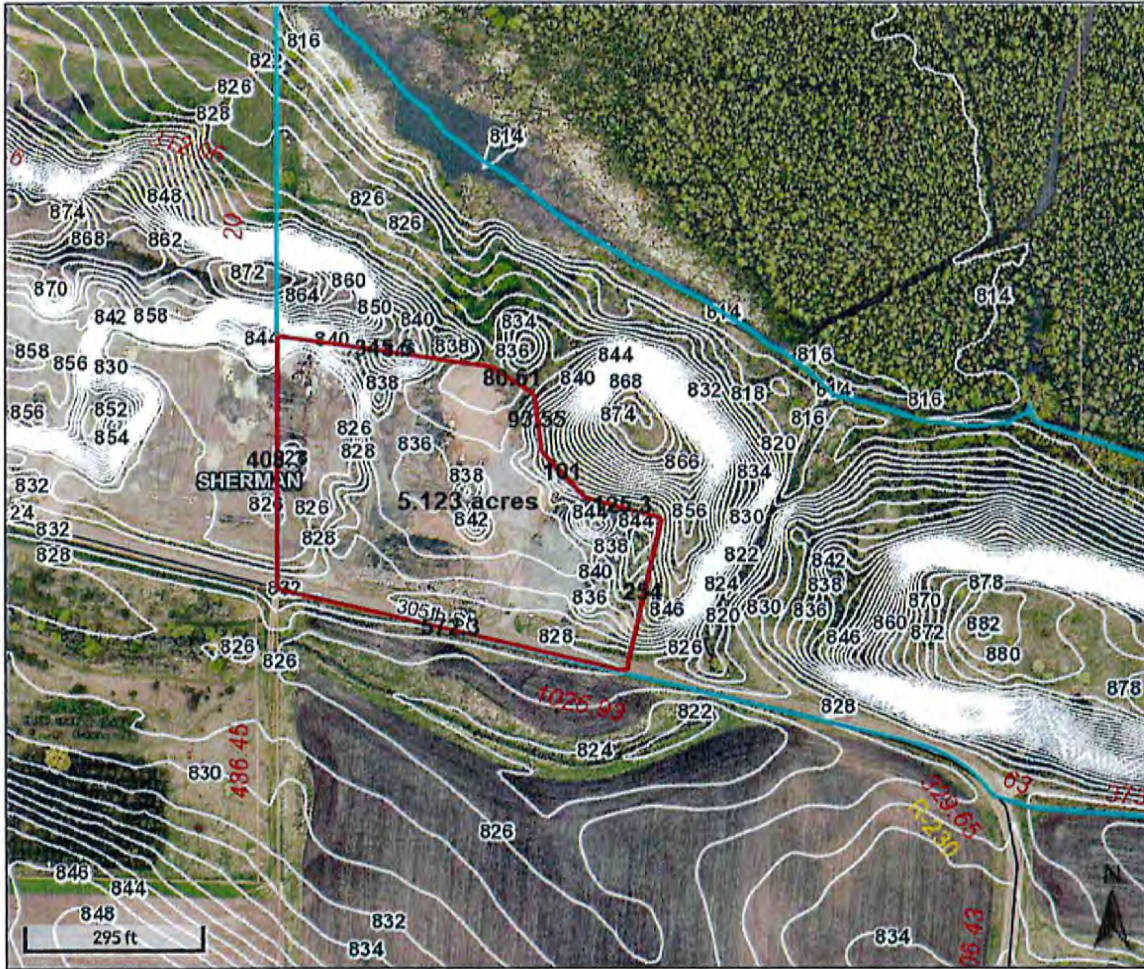
Tim Kerkull



- Legend**
-  Municipal Boundaries
  -  Sections
  -  Surrounding Counties
  -  Townships
  -  Address points
  -  Parcels
  - Major Roads**
    -  <all other values>
    -  1
    -  2
    -  Minor Roads

Date created: 11/16/2016  
Last Data Uploaded: 11/16/2016 10:07:14 AM

 Developed by  
The Schneider Corporation



Overview



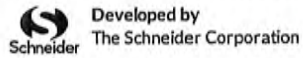
Legend

- Municipal Boundaries
- Sections
- Surrounding Counties
- Townships
- Contours
- Address points
- Parcels
- Major Roads**
- <all other values>
- 1
- 2
- Minor Roads

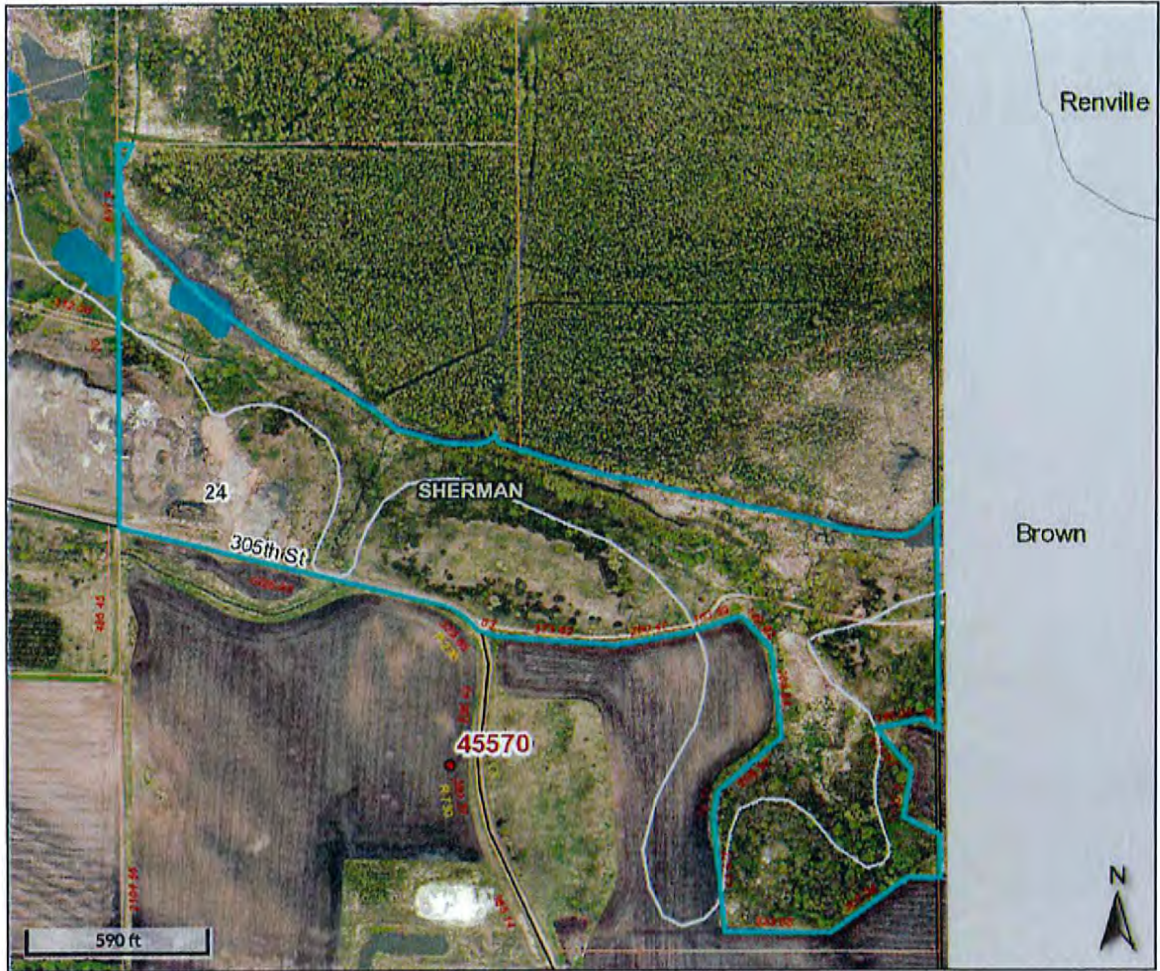
Parcel ID	65-024-1040	Alternate ID	n/a	Owner Address	MORGAN SPORTSMEN CLUB INC
Sec/Twp/Rng	24-112-34	Class	RURAL VACANT-NON CONTIGU		% JIM F LARSEN
Property Address		Acreage	48.67		817 2ND ST W
					MORGAN MN 56266

District n/a  
 Brief Tax Description TR IN S1/2 NE1/4 & TR IN N1/2 SE1/4 LYING N & E OF TOWNSHIP ROAD 53.67A  
 (Note: Not to be used on legal documents)

Date created: 11/16/2016  
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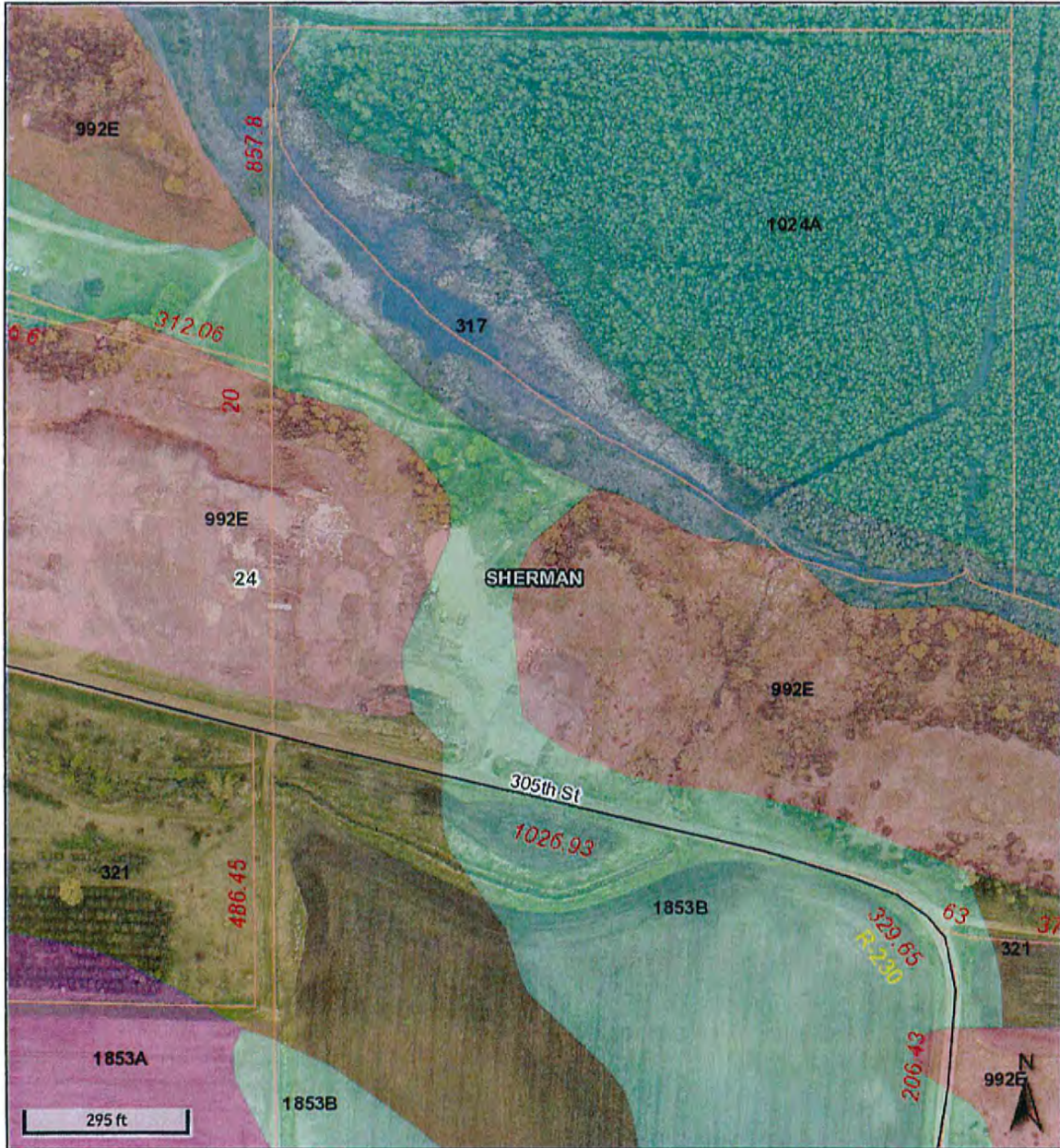




- Legend**
-  Municipal Boundaries
  -  Sections
  -  Surrounding Counties
  -  Townships
  -  Lakes
  -  Address points
  -  Parcels
- Major Roads**
-  <all other values>
  -  1
  -  2
- Minor Roads**
-  <all other values>
- Shoreland**
-  <all other values>
  -  150 ft
  -  300 ft
  -  300 ft LW
  -  1000 ft
  -  FloodPlain

Parcel ID	65-024-1040	Alternate ID	n/a	Owner Address	MORGAN SPORTSMEN CLUB INC
Sec/Twp/Rng	24-112-34	Class	RURAL VACANT-NON CONTIGU	% JIM F LARSEN	
Property Address		Acreage	48.67	817 2ND ST W	
				MORGAN MN 56266	
District	n/a				
Brief Tax Description	TR IN S1/2 NE1/4 & TR IN N1/2 SE1/4 LYING N & E OF TOWNSHIP ROAD 53.67A				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 11/16/2016  
 Last Data Uploaded: 11/16/2016 10:07:14 AM


















Overview




Legend

- Municipal Boundaries
  - Sections
  - Surrounding Counties
  - Townships
- Soils**
- 1003B
  - 1016
  - 1024A
  - 1029
  - 1053
  - 1056A
  - 128A
  - 128B
  - 1833
  - 1834
  - 1850
  - 1851B
  - 1852F
  - 1853A
  - 1853B
  - 1897
  - 1899B
  - 1899E
  - 227
  - 247
  - 255
  - 27A
  - 27B
  - 282
  - 313
  - 317
  - 31E
  - 31F
  - 321
  - 327A
  - 327B

-  L24/A
-  L248B
-  L250A
-  L252A
-  L253B
-  L83A
-  L84A
-  M-W
-  W
-  Address points
-  Parcels
- Major Roads**
-  <all other values>
-  1
-  2
-  Minor Roads

Date created: 11/16/2016  
 Last Data Uploaded: 11/16/2016 10:07:14 AM

 Developed by  
 The Schneider Corporation





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

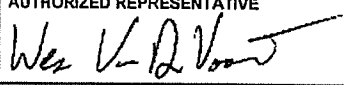
<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 4 - 13th Ave N. Waite Park MN 56387	<b>CONTACT NAME:</b> Stacey Gohl, CIC, CISR <b>PHONE (A/C, No, Ext):</b> 320-252-1702 <b>E-MAIL ADDRESS:</b> Stacey_Gohl@ajg.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> TNT Construction, Inc. Kerkhoff Inc. dba 912 Front Street West Morgan MN 56266	<b>INSURER A:</b> United Fire & Casualty Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1483531007                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60464251	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60464251	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			60464251	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	60464251	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Leased/Rented			60464251	5/1/2016	5/1/2017	L/R Eqpt Deduc. 2,768,371 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Munsell Pit.

<b>CERTIFICATE HOLDER</b>  Redwood County Environmental Office PO Box 130 Redwood Falls MN 56283	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

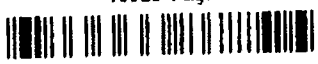


DOC # A 333912  
Certified, Filed and or Recorded on  
Mar. 29, 2010 AT 09:40AM

376151

*Joyce Anderson*

JOYCE ANDERSON  
COUNTY RECORDER  
REDWOOD FALLS MN 56283  
Fee Amount: \$46.00  
Total Pages 5



IMAGED *DA*

March 19th 2010 8:00 A  
*Beth Kamely*  
County Recorder

By *G.H. Lisa* Deputy *K*

Above Space Reserved for Recording Information

*5W-19-112-34*

*S<sup>2</sup>NE 24-112-34 R4*  
*N<sup>2</sup>SE*

*Diglason & Hunter*

**AMENDMENT AGREEMENT**

This Amendment Agreement ("Amendment") is made this 1st day of September, 2009, by and between William H. Munsell and Donna R. Munsell, husband and wife (hereinafter referred to as "Munsells"), and Morgan Sportsmen Club, Inc., a Minnesota corporation (hereinafter referred to as "Club") (hereinafter called collectively "Parties"); and the Parties hereby recite and agree as follows:

**RECITALS**

- A. The Parties previously entered into a document dated February 2, 2007, entitled Conveyances, Rights and Easements Agreement recorded with the Brown County Recorder on February 9, 2007, as Document No. 359293, and with the Redwood County Recorder on February 28, 2007, as Document No. 323320 (hereinafter called "Transfer Agreement"); and
- B. That the Parties also previously entered into an Agreement dated February 2, 2007, entitled Settlement Agreement (hereinafter called "Settlement Agreement") (both the Transfer Agreement and Settlement Agreement shall be referred to collectively as the "Agreements"); and
- C. That Munsells made a claim that there was not a meeting of the minds when they entered into the Agreements in that some provisions were not agreed to by them and others were ambiguous; and
- D. That the Club believed the Agreements were enforceable as drafted; and
- E. That the Parties have agreed to modify both the Transfer Agreement and the Settlement Agreement in this Amendment and to record this document at the offices of the Redwood County Recorder and Brown County Recorder.

## AGREEMENT

**NOW, THEREFORE,** in consideration of the mutual covenants, agreements, representations and warranties contained in this Amendment, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

1. That the recitals set forth above are made a part of this Amendment and are incorporated herein.

2. That the provisions of the Agreements are hereby ratified, are agreed to between the Parties, and shall continue to be binding and enforceable between the Parties, subject to the following modifications, which shall supersede and modify the Agreements according to these provisions:

a. Munsells agree to sign a Quit Claim Deed transferring the real estate contained in the shaded area on the attached Exhibit A (hereinafter called the "Subject Land," which is intended to be the same Subject Land as defined in the Transfer Agreement) to the Club in return for entering into this Amendment. The Quit Claim Deed shall include a perpetual access easement for ingress and egress across the existing driveway which provides access to the Subject Land.

b. ~~That Munsells shall retain the mineral rights on the Subject Land into perpetuity on the subject real estate.~~

c. The current Staging Area, as that term is defined in the Agreements (hereinafter called "Staging Area"), may remain in place so long as there is a Conditional Use Permit either in place on the Staging Area or an Application for a Conditional Use Permit on the Staging Area is pending. Should there be neither an existing permit nor a pending permit application, the Staging Area shall be remediated within 120 days of the expiration of an existing permit or the denial of an application for a permit on the Staging Area, whichever occurs later.

d. Munsells agree that their rights to the minerals and their right to enter onto the property to extract the minerals are subject to the following obligations for reclamation:

1. That on the current Staging Area, the Parties agree that the topsoil originally scraped aside as part of the mining process is still located on the Subject Land and will be used for reclamation of the Staging Area;

2. That Munsells shall have an obligation, within 120 days following the completion of their mining activities, to return the topsoil stored on the Subject Land and to spread it back on the area that was mined on the Subject Land;



3. That within a reasonable time after the topsoil is spread back on the area that was mined, and during a time conducive for cover growth, Munsells shall be required to seed the area with cover consistent with the normal seeding requirements by Redwood County's permitting for similar mining permits;
4. That in the Staging Area, Munsells shall place a pond on the Staging Area as provided for in the reclamation plans filed with the County with proper sloping. (For purposes of this Amendment, proper sloping shall include not greater than 3:1 sloping.)
5. That on any future mining areas and with any future conditional use permits, Munsells shall be required to reclaim the Subject Land with similar requirements as above, except they shall not be required to make a pond.

3. **Granting of Easement from the Club to Munsells.** The Club hereby grants, within this Amendment, an easement to the Munsells for egress and ingress onto the Subject Land for purposes of mining into perpetuity. This right shall accrue to the benefit and obligate the successors, heirs and assigns of both the Club and Munsells. Munsells are required to maintain access to the Club's property, including the Subject Land, through the current roadway while mining pursuant to this Amendment and this easement or, at Munsells' expense, provide an acceptable alternate route into the Club's property acceptable to the Parties.

4. **Cooperation of the Club in Mining Operations.** The Club understands that any permitting or any other mining activities may need the consent or agreement of the Club as owner of the real estate. The Club hereby agrees to execute whatever documents Munsells require of it for purposes of effectuating Munsells' right to mine the minerals pursuant to this Amendment. Failure of the Club to agree to execute said documents will allow the Munsells to seek court enforcement of the provisions of this Amendment and, if successful, shall require the Club to reimburse Munsells for any reasonable attorney's fees and costs incurred in enforcing the provisions of this paragraph.


5. **General Provisions.**

- a. The Parties understand that the issues involved in this Amendment are unique. Therefore, they agree that injunctive relief or specific performance may be required. The Parties agree that the losing party in any court action shall pay the attorney's fees and costs of the prevailing party if the court that hears the action can determine a clear prevailing party.
- b. This Amendment may only be modified in writing signed by all Parties hereto.
- c. This Amendment shall be construed in accordance with and governed by the laws of the State of Minnesota, and any litigation regarding this Amendment shall be commenced in the District Court of the County of Redwood, State of Minnesota.

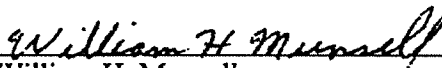
- d. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the Parties and their respective legal representatives, successors and assigns.
- e. If any provision of this Amendment shall be determined by a competent court to be illegal or unenforceable, it shall not affect the legality or affect the remainder of this Amendment.
- f. The Parties intend that the Agreements shall continue to be binding and enforceable between them except as modified by this Amendment. Where there is a conflict between the Agreements and this Amendment or inconsistencies, this Amendment shall be controlling, and the terms of the Agreements shall be deemed to be modified or amended to the extent necessary for the intent of the Parties as reflected herein to be carried out and given full force and effect.

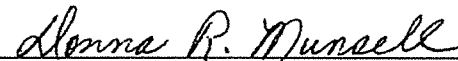
IN WITNESS WHEREOF, the Parties have signed this Amendment as of the date and year above written.

MORGAN SPORTSMEN CLUB, INC.

By 

Its 

  
William H. Munsell

  
Donna R. Munsell

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF REDWOOD )

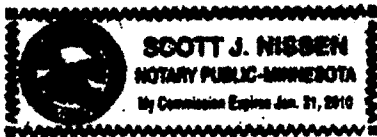
On the 19th day of August, 2009, before me, personally appeared Richard Maurer, to me personally known, who, being by me duly sworn, did say that he is the President of Morgan Sportsmen Club, Inc., the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Richard Maurer acknowledged said instrument to be the free act and deed of said corporation.



Rita M Hillesheim  
Notary Public

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF Renville )

The foregoing instrument was acknowledged before me this 1st day of September, 2009, by William H. Munsell and Donna R. Munsell, husband and wife.



Scott J Nissen  
Notary Public

Drafted By:

Jon C. Saunders, Reg. No. 177982  
ANDERSON LARSON HANSON & SAUNDERS PLLP  
331 Professional Plaza  
331 SW Third Street, P.O. Box 130  
Willmar, MN 56201  
Telephone: (320) 235-4313

635033.1



DOC # A 334971  
Certified, Filed and or Recorded on  
July 15, 2010 AT 11:20AM

NO DELINQUENT TAXES AND TRANSFER ENTERED  
CERTIFICATE OF REAL ESTATE VALUE ( ) FILED  
(  ) NOT REQUIRED; CERTIFICATE OF REAL  
ESTATE VALUE NO. \_\_\_\_\_  
ON THIS 15 DAY OF JULY 2010  
Van Price BSJ  
REDWOOD COUNTY AUDITOR-TREASURER  
BY: \_\_\_\_\_  
DEPUTY

*Joyce Anderson*

JOYCE ANDERSON  
COUNTY RECORDER  
REDWOOD FALLS MN 56283  
Fee Amount: \$46.00  
Total Pages 3



**QUIT CLAIM DEED**

Individual(s) to Corporation, Partnership or Limited Liability Company

DEED TAX DUE: \$1.65

Date: April 8, 2010

RECEIPT # 19900  
DEED TAX \$ 1.65  
DATE 7-15-10

FOR VALUABLE CONSIDERATION, William H. Munsell and Donna R. Munsell, husband and wife, Grantors, hereby convey and quitclaim to Morgan Sportsmen Club, Inc., Grantee, a corporation under the laws of Minnesota, real property in Redwood County, Minnesota, described as follows:

That part of the S $\frac{1}{2}$ NE $\frac{1}{4}$ ; and the N $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 24, Twp. 112N, Rge. 34W, Redwood County, Minnesota, lying North of the following described line: Commencing at the East Quarter Corner of said Section 24; thence North 88 degrees 54 minutes 47 seconds West (bearings based on the Brown County Coordinate System, NAD 83, 1996 adjustment), along the south line of the Northeast Quarter of said Section 24, a distance of 2606.88 feet to the Southwest Corner of said Northeast Quarter; thence North 00 degrees 03 minutes 46 seconds West, along the west line of said Northeast Quarter, a distance of 117.23 feet to the centerline of a township road as now traveled, being the point of beginning of the line to be described; thence South 75 degrees 41 minutes 54 seconds East, along said centerline, a distance of 1026.93 feet; thence Southeasterly, along said centerline, a distance of 172.82 feet, along a tangential curve, concave to the southwest, having a radius of 230.00 feet and a central angle of 43 degrees 03 minutes 05 seconds; thence South 83 degrees 33 minutes 59 seconds East, a distance of 63.00 feet to a  $\frac{1}{2}$ " iron pipe monument; thence continuing South 83 degrees 33 minutes 59 seconds East, a distance of 373.62 feet to a  $\frac{1}{2}$ " iron pipe monument; thence North 78 degrees 59 minutes 08 seconds East, a distance of 250.47 feet to a  $\frac{1}{2}$ " iron pipe monument; thence North 73 degrees 38 minutes 31 seconds East, a distance of 163.69 feet to a  $\frac{1}{2}$ " iron pipe monument; thence South 40 degrees 12 minutes 25 seconds East, a distance of 140.92 feet to a  $\frac{1}{2}$ " iron pipe monument; thence South 07 degrees 22 minutes 06 seconds East, a distance of 288.84 feet to a  $\frac{1}{2}$ " iron pipe monument; thence South 53 degrees 44 minutes 02

seconds West, a distance of 268.30 feet to a 1/2" iron pipe monument; thence South 12 degrees 30 minutes 14 seconds West, a distance of 79.77 feet to a 1/2" iron pipe monument; thence South 07 degrees 53 minutes 20 seconds East, a distance of 379.22 feet to a 1/2" iron pipe monument; thence South 88 degrees 28 minutes 14 seconds East, a distance of 333.88 feet to a 1/2" iron pipe monument; thence North 56 degrees 47 minutes 53 seconds East, a distance of 303.24 feet to a 1/2" iron pipe monument; thence South 88 degrees 33 minutes 53 seconds East, a distance of 204.10 feet to a 1/2" iron pipe monument; thence North 32 degrees 47 minutes 26 seconds East, a distance of 46.83 feet to a 1/2" iron pipe monument; thence North 27 degrees 09 minutes 39 seconds West, a distance of 57.15 feet to a 1/2" iron pipe monument; thence North 59 degrees 43 minutes 01 seconds West, a distance of 258.55 feet to a 1/2" iron pipe monument; thence North 10 degrees 36 minutes 24 seconds East, a distance of 157.20 feet to a 1/2" iron pipe monument; thence North 46 degrees 53 minutes 38 seconds West, a distance of 170.67 feet to a 1/2" iron pipe monument; thence North 84 degrees 29 minutes 04 seconds East, a distance of 145.09 feet to a 1/2" iron pipe monument; thence South 58 degrees 05 minutes 22 seconds East to the East line of said Section 24 and there terminating.

Together with a perpetual, non-exclusive easement for ingress and egress to and from the lands owned by Grantee, said easement being four rods wide, and running along the existing driveway located in the N1/2SE1/4, Sec. 24, Twp. 112N, Rge. 34W, Redwood County, Minnesota, as identified as the "Driveway Easement" on Exhibit A to that certain Conveyances, Rights and Easements Agreement dated February 2, 2007, and recorded with the Redwood County Recorder on February 28, 2007, as Document No. 323320, and with the Brown County Recorder on February 9, 2007, as Document No. 359293.

This Quit Claim Deed has been executed and delivered pursuant to, in accordance with, and subject to that certain Conveyances, Rights and Easements Agreement dated February 2, 2007, and recorded with the Redwood County Recorder as Document No. 323320, and with the Brown County Recorder as Document No. 359293, and that certain Amendment Agreement dated September 1, 2009, and recorded with the Redwood County Recorder as Document No. A333912, and with the Brown County Recorder as Document No. 376151.

Check box if applicable:

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

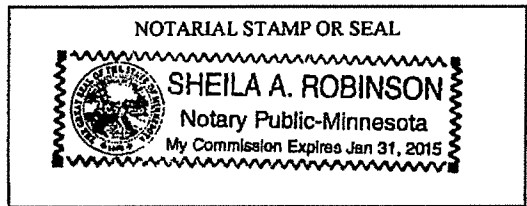
William H Munsell  
William H. Munsell

Affix Deed Tax Stamp Here

Donna R Munsell  
Donna R. Munsell

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF Renville     )

This instrument was acknowledged before me on April 8, 2010, by William ~~X~~. #. Munsell and Donna R. Munsell, husband and wife, Grantors.



Sheila A Robinson  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for real property described in this instrument should be sent to: (include name and address of Grantee)

Morgan Sportsmen Club, Inc.  
c/o Mr. Ken Larsen  
P.O. Box 264  
Morgan, MN 56266

This Instrument Was Drafted By:

Reed H. Glawe #175559  
Gislason & Hunter LLP  
2700 South Broadway  
P.O. Box 458  
New Ulm, MN 56073

716800.1





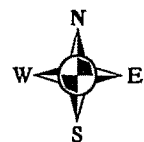
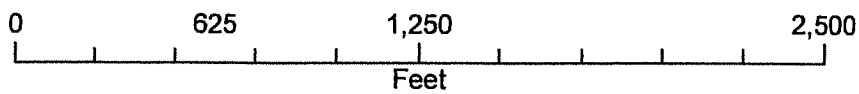
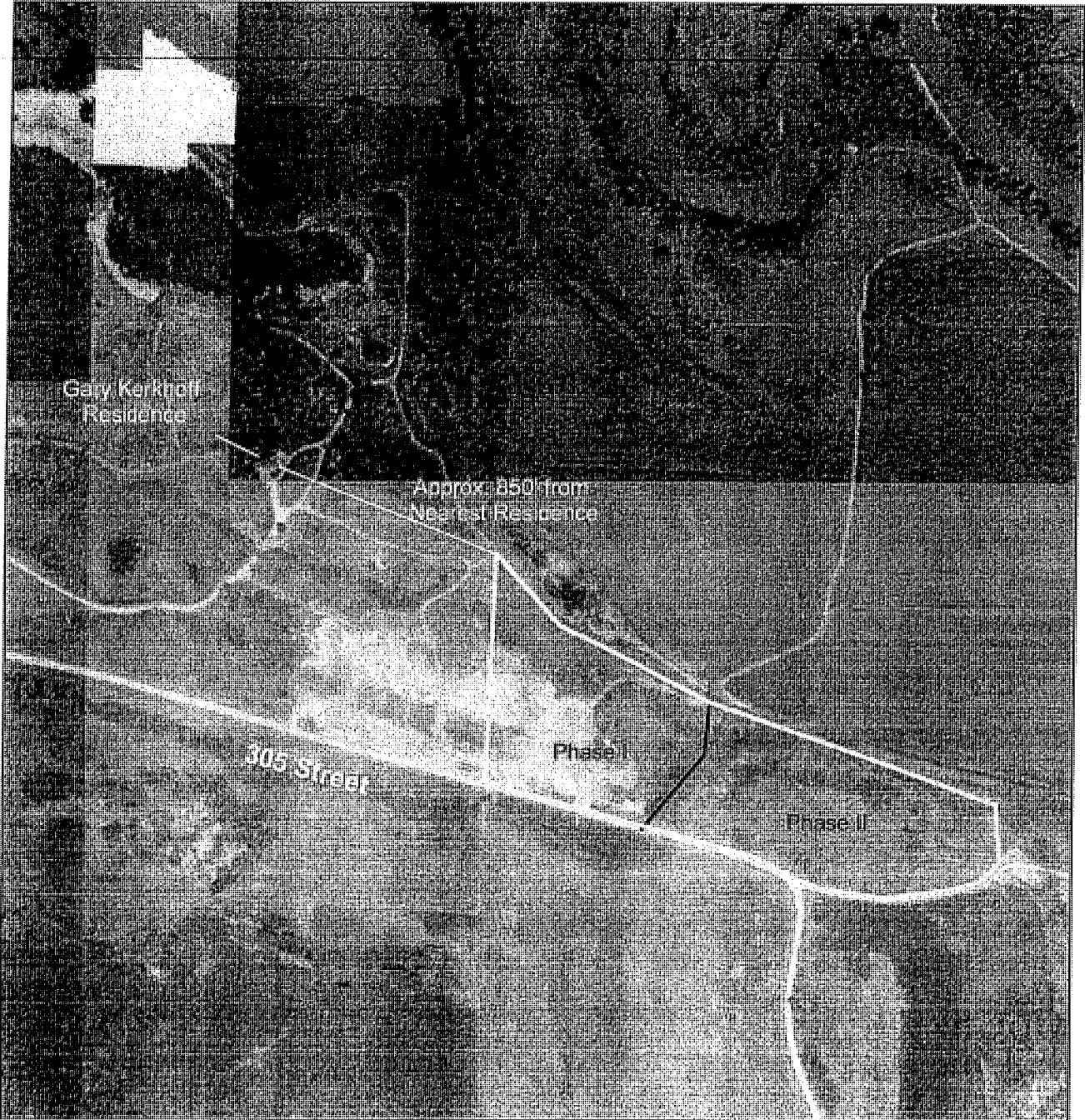
**Conditions Permit No. 17-16 (TNT Construction/Kerkhoff Inc. – Munsell site)**

1. The permit holder shall comply with all applicable laws, rules, and regulations, including but not limited to Redwood County Zoning Ordinance, as hereafter amended from time to time. The permit holder shall abide by all MSHA requirements. The permit holder shall comply with all federal, state and local laws.
2. The permit holder shall allow the Redwood County Environmental Office to inspect the site for all purposes permitted by law whenever deemed necessary by the Redwood County Environmental Office.
3. The permit holder shall have proper warning signs posted along 305<sup>th</sup> Street and CSAH 11 during times that material is being hauled into or out of the site. The warning signs shall conform to the requirements and guidelines as provided in the Minnesota Manual on Uniform Traffic Control Devices.
4. All waste and refuse generated by or from the conditional use must be disposed of in the manner provided by the applicable local, state, and federal statutes, rules, and regulations. A copy of all disposal records and receipts must be kept on file for no less than five (5) years and provided to the Redwood County Environmental Office upon request.
5. The permit holder shall contact all relevant local, state, and federal authorities/entities and inquire as to whether a permit and/or license is required. If a permit and/or license is required, the permit holder shall apply for and obtain any and all required permits and/or licenses. A copy of all such permits and/or licenses shall be provided to the Redwood County Environmental Office upon request.
6. A 20 foot setback from the mining sites to Gary Kerkhoff's property is required. The setback, in conjunction with a strip of land previously sold to Gary Kerkhoff, will serve as a buffer strip to the excavation site.
7. The permit holder shall not allow the conditional use to be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The permit holder shall not allow the conditional use to impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area. Adequate measures shall be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of the foregoing will constitute a nuisance now or in the future.
8. Hours of operation shall be 7 am to 7 pm.
9. All explosive materials must be removed from the site on a daily basis. The permit holder must contact all adjacent landowners within 24 hours of performing a blast. No blasting shall occur on weekends or legal holidays. All blasting shall be performed between the hours of 8:00 a.m. and 6:00 p.m. However, the permit holder may perform an emergency blasting after 6:00 p.m. on a day other than a weekend or legal holiday if the blast is necessary due to mechanical or technical difficulties or weather conditions, such as an electrical storm, which substantially increases the risk of inadvertent detonation.
10. The permit holder shall not exceed the boundary limits described and set forth in the *Application for Extraction Conditional Use Permit*. The permit holder shall keep any pit, excavation, or impounded

waters within the limits for which the particular permit is granted. The completion date of this *Extraction Conditional Use Permit* will be September 30, 2026.

11. If any other equipment (i.e. hotmix plant, bag house, etc.) other than excavation and aggregate processing equipment used at the site shall require a new conditional use permit. The excavation site shall not be used for a demolition site unless the permit holder obtains the proper permits from the State of Minnesota and Redwood County.
12. Adequate access roads, drainage, and other necessary facilities shall be provided at all times and shall continue to be provided by the permit holder now and in the future.
13. The permit holder shall at all times properly guard and keep any pit or excavation in such condition so as not be dangerous from caving or sliding banks. The permit holder shall properly drain, fill, or level any pit or excavation after created so as to make the same safe and healthful which shall be determined by the Board of Commissioners. The permit holder shall grade the site after the excavation and extraction has been completed so as to render it usable. The site shall be reclaimed according to the reclamation plan included in the *Extraction Conditional Use Permit*, reserved topsoil spread on the site and thereafter seeded with approved seed where required to avoid erosion and an unsightly mar on the landscape. The site shall be clean and free of all debris, including stockpiles, when the *Extraction Conditional Use Permit* reaches its completion date.
14. The permit holder shall enter into and abide by a written agreement with the Sherman Township Board of Supervisors regarding repair and maintenance of 305<sup>th</sup> Street.
15. Conditional Use Permit #17-16 replaces previous Conditional Use Permit #14-06, which expired on September 30, 2016.
16. The permit holder shall post a bond, cash deposit, irrevocable letter of credit, or other security in the amount of \$10,000.00. Further, the bond, cash deposit, irrevocable letter of credit, or other security shall remain in full force and effect for a minimum of one year beyond the completion date of *Extraction Conditional Use Permit*.
17. The permit holder shall maintain bodily injury, property damage, and public liability insurance in the amount of at least \$1,000,000 per occurrence during the life of the extraction operation and shall provide proof of the same to the Redwood County Environmental Office.
18. The Redwood County Planning Commission shall review the conditional use permit and shall be authorized to take any and all necessary action(s), including but not limited to revoking the conditional use permit and/or requiring the permit holder to reapply for a conditional use permit, if: 1) The Redwood County Environmental Office acquires information previously unavailable that indicates the terms and conditions of the permit do not accurately represent the actual circumstances of the permitted facility or the conditional use; 2) It is discovered subsequent to the issuance of the permit the permit holder failed to disclose all facts relevant to the issuance of the permit or submitted false or misleading information to the Redwood County Environmental Office, the Redwood County Planning Commission, or the Redwood County Board of Commissioners; 3) The Redwood County Environmental Office determines the permitted facility or conditional use endangers human health or the environment; and/or (4) The permit holder violates any of the herein described conditions, the Redwood County Ordinances, State statutes, or Federal laws.

# William Munsell Section 24, Sherman Township



Proposed location of extraction site

Map developed by Brian Green  
for informational purposes only



**SHERMAN TOWNSHIP**

**BOARD OF SUPERVISORS**

In a combined effort to address the safety and health concerns of the residents of Sherman Township, as well as people traveling through Sherman Township, the Sherman Township Board of Supervisors and TNT Construction Inc. have come to this agreement:

Sherman Township Board of Supervisors will have a dust control treatment applied to 305<sup>th</sup> Street. The treatment will be applied starting at Redwood County Road 11 and travel east approximately one (1) mile.

The cost of the dust control applications will be shared as follows:

TNT Construction Inc.	45%
Acme Ochs Brick and Stone Inc .	45% (agreement currently in place)
Sherman Township	10%

(The agreement of 45% between Sherman Township Board of Supervisors and TNT Construction Inc. will be valid as long as TNT Construction Inc. mines or hauls material from the mine east of county Rd 11 on 305<sup>th</sup> Street in Sherman Township)

Approved \_\_\_\_\_ 27 \_\_\_\_\_ day of April \_\_\_\_\_ 2012

Daniel J. Billmeier  
Chairman, Sherman Township Board of Supervisors

Jim M. Kukhoff  
TNT Construction Inc.



**REDWOOD COUNTY ENVIRONMENTAL OFFICE**

PO BOX 130  
REDWOOD FALLS  
MINNESOTA 56283  
PH: 507-637-4023

*Planning & Zoning • Parks & Trails • GIS  
Aquatic Invasive Species • Septic Inspector  
Drainage Inspector • Agricultural Inspector*



**REDWOOD COUNTY PLANNING COMMISSION**

**TNT Construction/Kerkhoff Inc.  
Conditional Use Permit Application #17-16  
November 28<sup>th</sup>, 2016**

**FINDINGS OF FACT**

***ORDINANCE CRITERIA – The Planning Commission may recommend the granting of a Conditional Use Permit in any district provided the proposed use is listed as a conditional use for the district and upon a showing that the standards and criteria stated in this Ordinance will be satisfied and that the use is in harmony with the general purposes and intent of this Ordinance and the Comprehensive Plan.***

**In determining whether the proposed use is in harmony with the general purposes and intent of the Ordinance and the Comprehensive Plan, the Planning Commission shall consider and make findings on the following questions:**

- 1) Will the conditional use be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or substantially diminish and impair property values within the immediate vicinity?

Yes \_\_\_\_\_ No \_\_\_\_\_

Why?: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2) Will the establishment of the conditional use impede on the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area?

Yes \_\_\_\_\_ No \_\_\_\_\_

Why?: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Are there, or will there be provided, adequate utilities, access roads, drainage, and other necessary facilities?

Yes \_\_\_\_\_ No \_\_\_\_\_

Why?: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4) Have adequate measures been taken, or will adequate measures be taken, to provide sufficient off-street parking and loading space to serve the proposed use of the property?

Yes \_\_\_\_\_ No \_\_\_\_\_

Why?: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5) Have adequate measures been taken, or will adequate measures be taken, to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result?

Yes \_\_\_\_\_ No \_\_\_\_\_

Why?: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6) Will the proposed use have an impact (adverse) on the health, safety, and general welfare of the residents in the surrounding neighborhood?

Yes \_\_\_\_\_ No \_\_\_\_\_

Why?: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_