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Application for Extraction Interim Use Permit

Location of the Extraction:

Permit #: _____ Date: _____

Address: 305th Street 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: 65-024-4010

See Attached. Attachments # 1

Information about the Extraction:

Zoning District: Agricultural

Soil Type 1: Rock-outcrop - Capston Complex - 2 to 40% slopes

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

General description of the extraction: NOTICE: Change of land use may affect your property taxes.

See Attached. Attachments # 2 / Attachments # 2A shows requested new Permit Area.

Number of acres to be extracted: 39

Type of Road: Township Right-of-Way width measured from centerline 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: 02/01/2022

Date of Completion: 02/01/2032 (maximum 10 years)

Drainage Plan:

See Attached. Drainage will stay onsite. Attachments # 3C - #3G

Landscape and screening plans:

Reserve topsoil and use as berms on quarry edges.

Water plan (estimated water use):

See Attached. Attachments # 3C

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

See Attached. All impacts will be addressed. NEXT PAGE.

Reclamation plan: (Attach Map)

Site will be leveled to no steeper than 3:1 slopes and reclaimed to pond and grassland. Topsoil that was removed on site will be spread and seeded. Attachments #4A

Estimated Cost of Reclamation: \$10,000

Applicant Information:

First Name: Cooper Last Name: Scheffler

Business Name: LSS Construction Corp.

Address: 12226 Knox Ave City: Sanborn State: MN Zip: 56083

Home Phone: 507-648-3382 Cell Phone: 507-227-5911 Email: cooperscheffler@gmail.com

Operator Information: (Complete only if different from Applicant)

First Name: Same as applicant Last Name:

Business Name:

Address: City: State: MN Zip:

Home Phone: Cell Phone: Email:

Land Owner Information: (Complete only if different from Applicant)

First Name: Ray Last Name: Mansell

Address: 33914 360th St City: Franklin State: MN Zip: 55333

Home Phone: 507-557-8330 Cell Phone: 507-829-8908 Email: ray.deh@mnval.net

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: Ray T. Mansell Date: 12-9-21

Please attach the following information:

A detailed site map. This must include: soil types, topography, 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 and any signs being posted.

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

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

Application Received:
Commission Action: County Board Action:
Approved: Date: Approved: Date:
Disapproved: Date: Disapproved: Date:

L&S Construction Corp.
Conditional Use Permit Application
For the
L&S Granite Quarry
11/30/2021

Application for a Conditional Use Permit to allow for the mining and processing of crushed granite material.

Sherman Township – Section 24
Redwood County, Minnesota

Property Owners:

Donna R Munsell

PO Box 334

Franklin, MN 55333

Morgan Sportsmen Club Inc.

45379 305th Street

Franklin, MN 55333

APPLICANT

L&S Construction Corp.

12226 Knox Ave.

Sanborn, MN 56083

(507) 648-3382

Contact – Cooper Scheffler

LANDOWNERS

Donna R Munsell

PO Box 334

Franklin, MN 55333

Morgan Sportsmen Club Inc.

45379 305th Street

Franklin, MN 55333

CURRENT LAND USE

The west acreage of this permitted land parcel is currently permitted by L&S Construction Corp. and is used to mine, process, and stockpile crushed granite material. The neighboring east property is currently a wooded area with no agricultural or mining use currently being conducted. The southeast property is partially used as farm land and partially used as a wooded area since it is unsuitable for farmland. An aerial image of the land and its property lines is attached under Attachments #1A and #1B.

PROPOSED USE

A Conditional Use Permit is being requested to mine, process, and stockpile crushed granite on the current permitted land as well as extend to the east and southeast as labeled under attachments #2A. The materials that are mined on this site will primarily be used for roadway construction and development. As well as materials used by private individuals for their own use. By having this additional acreage in this market, it allows for another site for bituminous asphalt companies to set up on. It also allows for cost savings for various areas of local, county, and state work by having another Class A crushed aggregate source in that area. This would have a favorable impact on the cost on public and private work.

DUST CONTROL

We have an agreement with Sherman Township for dust control in place as well as we have a water truck on site for additional dust control as needed.

NOISE CONTROL

We plan to take all the necessary precautions to keep noise at an acceptable level with our crushing and hauling operations. We plan to make sure our equipment is up to date and in proper working order to ensure there isn't any avoidable noise being put in the environment. We also have mufflers on our equipment to minimize noise on generators and other equipment. In our area, distance is also a key factor. The area is sparsely populated besides one resident to our northwest. Until, we move our plant to the southeast part of the permitted land that resident will be over 1600' away and when our plant is moved, that resident will be over 3000' away. The neighboring Brad Lund property has a large granite wall that acts as a berm, as well as a tree line, between that resident and the Lund Property.

EROSION AND STORM WATER CONTROL PLAN

Erosion control of the land will come from a few different steps.

1. We will have riprap at our water discharge point to prevent erosion and scour.
2. Slopes will be flattened to 3:1 or less in the reclamation process.
3. All storm water runoff will run to our settling ponds.
4. BMP's will be in all areas that surface water will be impacted.
5. Land will be restored according to the reclamation plan when excavation of materials is complete.

Please see attachments #3C for our Water Appropriation Permit through the Minnesota DNR for our current property.

PROPOSED MINING PLAN

GENERAL

We plan to supply the road construction, asphalt, and concrete markets with 100% crushed, Class A granite material. There is an increased need for Class A materials in the construction industry. Being able to supply crushed, hard rock, allows for stronger road designs that will last much longer than natural granular materials that has been used in the past. This quarry would supply various types of granite in hardness. There is a rotten granite, a 22 on the LAR test, a rainbow granite that is a 16 on the LAR test, and a black granite that is an 11 to 14 on the LAR test.

MINING OPERATION PLAN

Since we already have a developed area from previous mining, we would continue operations on the current site. All berms are already in place on our current land so noise barriers are set for that area. The first steps for preparing the newly permitted land would be to level an area the runs east from our

current permitted property to the southeast properly as shown in Attachments #2B. The leveled area would be under where the future conveyor would run and would also be used as a quarry road so the township road, 305th street, is not being used by heavy equipment. Step two in the process is to level the hill on the southeast property as well as strip the land of the overburden and place berms around the property. This will make a large pad on the southeast portion of the quarry that will be used to primarily process and stockpile crushed granite, as well as a pad for asphalt plants to set up on. Step three would be to strip the land to the east of the current permitted land and use the overburden to create berms around the property. This area would then be prepared for mining and processing of materials. After removal of the material, the quarry will be reclaimed according to the reclamation plan.

HOURS OF OPERATION

The current hours of operation set forth in our previous permit are Monday through Saturday 7:00AM to 7:00PM.

RECLAMATION PLAN

The area of the land that has been disturbed from mining operations will be restored upon completion of the material extraction. Reclamation will begin as soon as possible after materials have been completely extracted. The area will be reclaimed using the overburden that was previously stripped. This overburden will be spread out and reseeded with grass. The pond will naturally fill with water so wildlife have a natural water source. All slopes greater than 3:1 will be flattened and the land contour will gently conform to the existing land. The pond will also conform to the land which will minimize erosion from rainfall. See the attachments #4A for a map of the reclamation plan.

LIFE EXPECTANCY

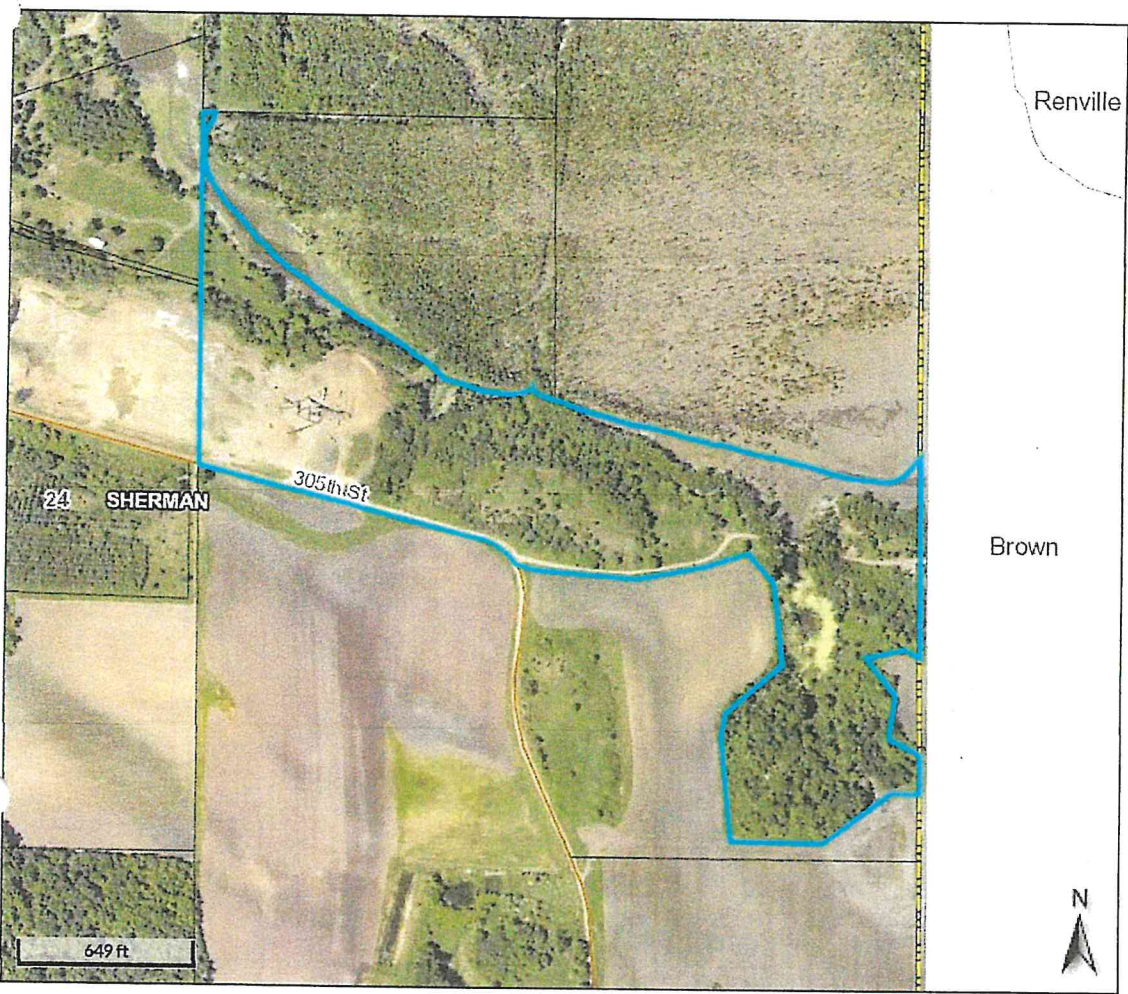
As of now, we are expecting the materials available at the granite quarry to last for ten years.

FLOOD PLAIN ADJUSTMENT

Taking a look at the attachments #3A you will see the current flood plain boundary around the requested permit site. On attachments #3B the red line represents the flood plain boundary we are respectfully requesting in be adjusted to. Our reasoning for this is the current flood plain cannot be touched and there is a significant amount of good material inside that boundary. According to locals in the area, we have been told that water has never been inside that boundary line that we have requested. According to a recent drone survey the water would need to rise over 35 foot to go over the berm on the north end of our currently permitted property, over 60 foot on the requested east property, and about 12 feet on the furthest end on the southeast property.

Summary

The granite material available at this site are of very high quality class A rock and would provide a competitive source of excellent materials for today's road and rural construction industries. Having a class A crushed hard rock available in this area will provide better roads and save tax payers money in the long run. If a permit is granted, we will make a strict effort to follow all the conditions set in place to allow for all parties to benefit from this material source for years to come. Based on this information, we politely request that a conditional use permit be granted for the mining, processing, and stockpiling of crushed granite material on this property. We also respectfully request an adjustment to the floodplain boundaries for this permit.



- Legend**
- Municipal Boundaries
 - Surrounding Counties
 - Townships
 - Parcels
 - Major Roads**
 - County/Twp/City
 - State/Federal
 - County
 - Minor Roads

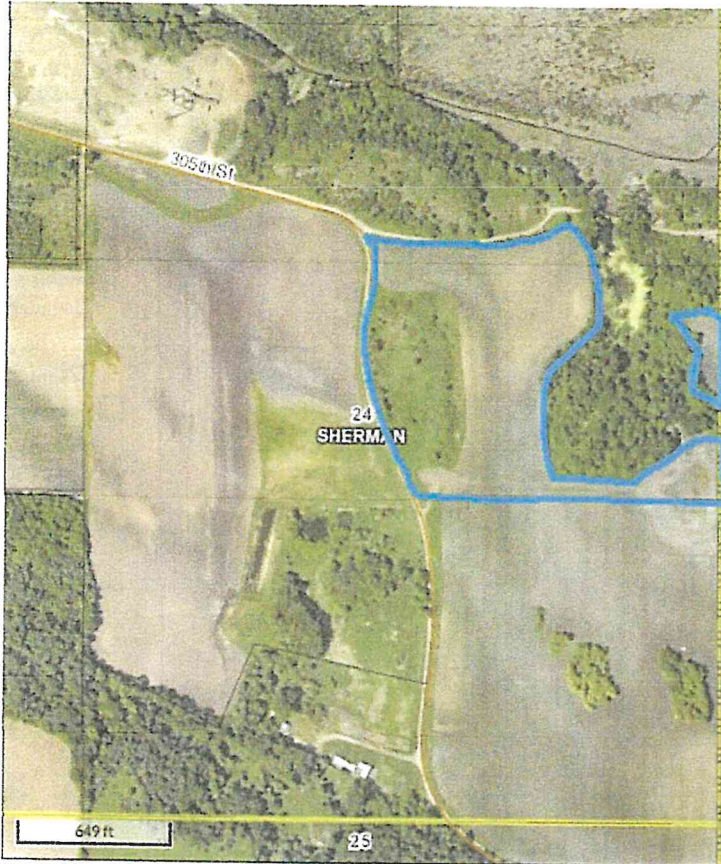


Parcel ID	65-024-1040	Alternate ID	n/a	Owner Address	MORGAN SPORTSMEN CLUB INC % ROSS MEYER PO BOX 216 MORGAN MN 56266
Sec/Twp/Rng	24-112-34	Class	RURAL VACANT-NON CONTIGU		
Property Address	45379 305TH ST FRANKLIN 55333	Acreage	46.67		
District	n/a				
Brief Tax Description	TR IN S1/2 NE1/4 & TR IN N1/2 SE1/4 LYING N & E OF TOWNSHIP ROAD 53.67A (Note: Not to be used on legal documents)				

Date created: 11/29/2021
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Beacon™ Redwood County, MN



Brown

Overview



Legend

- Municipal Boundaries
- Surrounding Counties
- Townships
- Parcels
- Major Roads
 - County/Twp/City
 - State/Federal
 - County
 - Minor Roads

Parcel ID	65-024-4010	Alternate ID	n/a	Owner Address	MUNSELL/WILLIAM H DISCLAIMER TRUST % DONNA R. MUNSELL PO BOX 334 FRANKLIN MN 55333
Sec/Twp/Rng	24-112-34	Class	AGRICULTURE		
Property Address		Acres	20.48		
District	n/a				
Brief Tax Description	TR IN N1/2 SE1/4 LYING E OF TOWNSHIP ROAD 20.48A <i>(Note: Not to be used on legal documents)</i>				

Date created: 11/29/2021
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Attachments #2

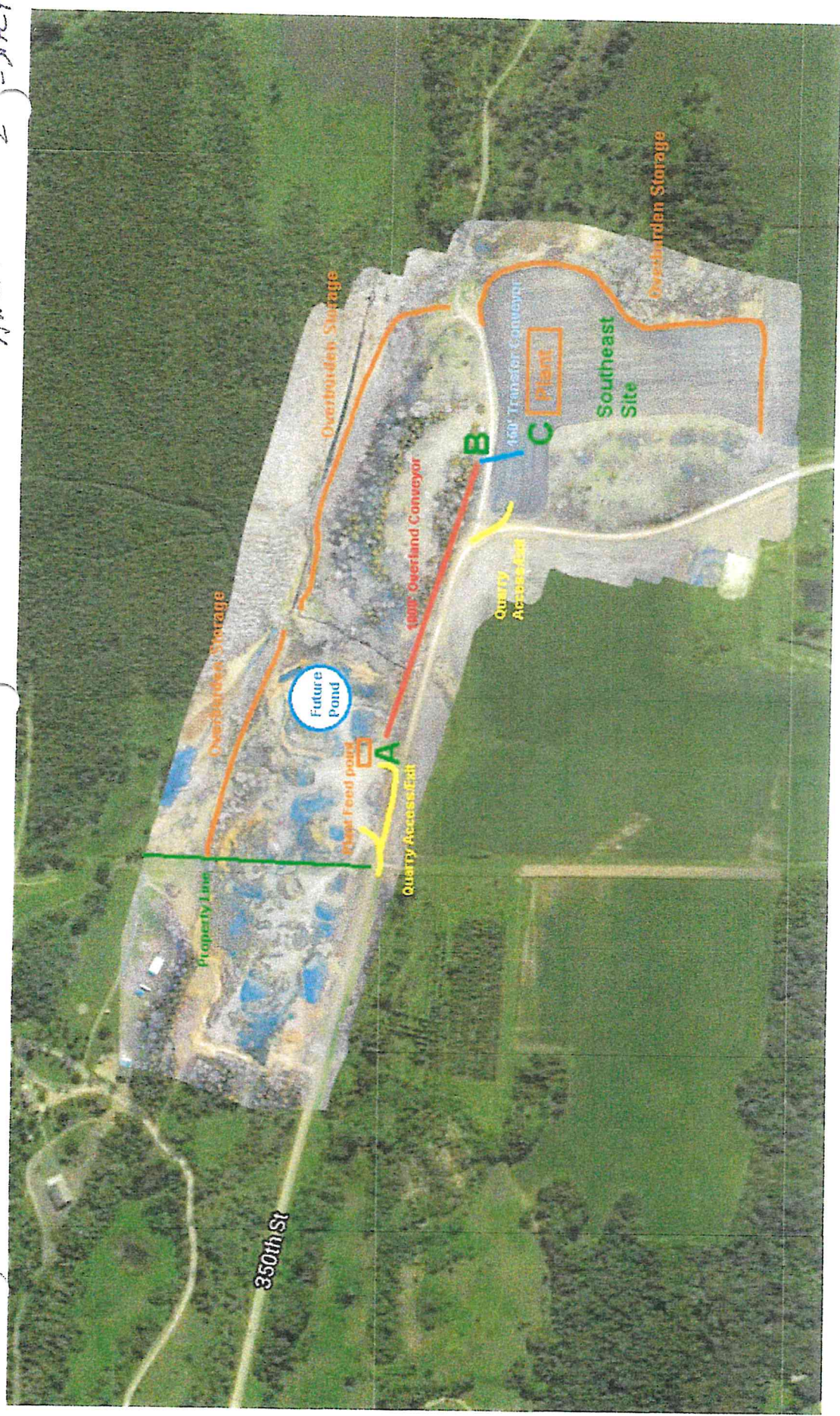
General Description of the Extraction:

We will continue mining, processing, and stockpiling on our current permitted land and will not mine any closer to the 305th street right of way. Our current permit does connect to the Brad Lund parcel 65-024-2080. With the additional acreage we plan to run conveyors across the land to the east from our current permitted land to our plant and stockpile various products on the new permitted land. Conveyor 1 will gradually run at an incline from (A) to point (B) and it will be approximately 15' above the access road to allow for easy clearance. There will be a "catch" pan under the conveyor where it crosses the road to eliminate any material falling from the conveyor onto the road. Conveyor 2 will be on towers and run from (B) to our plant setup (C). Our plant will then stockpile at various points on the southeast site. Please see next page for aerial plan. *See Attachments #2B*

At times, bituminous asphalt companies may be set up on the land for local asphalt jobs. These companies will have their own permits for doing so. There will be no permanent buildings on site. Hours of operation are 7:00am to 7:00pm. Haul roads will be 305th street to County Road 11. We have an agreement in place with Sherman Township for paying a certain percentage of the dust control on 305th Street. All edges of the quarry, besides entrance and exits, will be bermed.

We are also politely requesting a rezoning of the designated flood plain around the quarry. Please see attached for current flood plains and our proposed re-zoning.

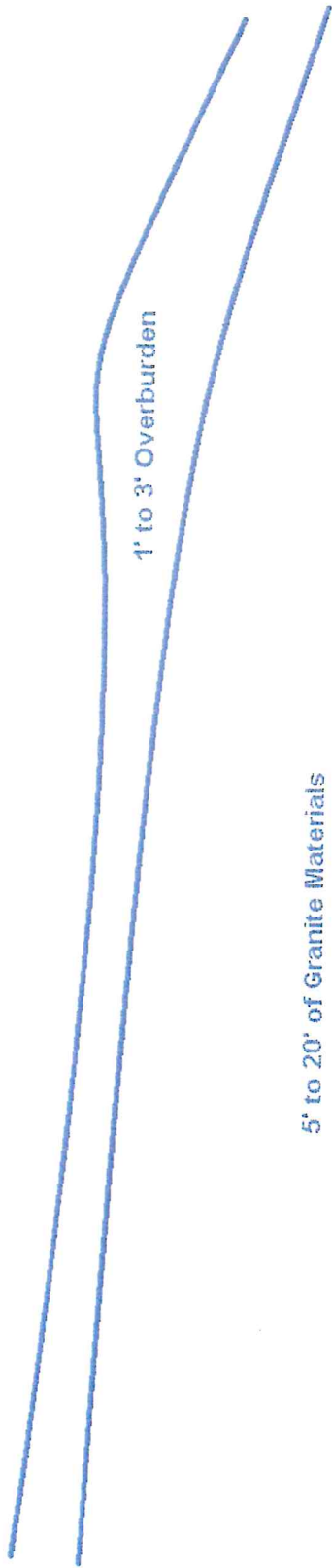




Attachments # 2C - Vertical Profile

2C

Vertical Profile



Groundwater Level

Potential for more Granite Material

Attachments #3

Drainage and Water Plan:

We plan to have a settling pond and a freshwater pond on our site. We will have a pump set up that will intake out of the freshwater pond to feed our wash plant. The wash plant will then discharge the used water to the settling pond which will hold the used water and fines that have been discharged from our wash plant. Once the fines have settled, the freshwater pond and the settling pond will have a free flow connection allowing us to recycle and reuse the water that fines have settled out of. The settling pond will have a discharge pipe to the creek on the east side of the property. This pipe will have a valve that will allow us to open for discharge from the settling pond if we were to ever need it.

Initially, in a dry year, we do not expect to have to discharge any water off site. We plan to only have to discharge 10% of the water off site is if we have an extremely heavy rain year in the beginning years of washing. In the future, our ponds may have the capabilities to eliminate the need to ever have to pump any water off site. No dirty or murky water will ever be discharged off site. The dirty water will be retained until it settles and will be reused. We will install rip rap at the discharge point in the creek to provide erosion and scour protection. Down the road, we intend to install a fines recovery plant to further clean the water that is discharged from our wash plant.

We estimate we will use approximately 20,000,000 gallons of water when we are in a heavy rain year at the L&S Granite Quarry. In a normal year we would expect to use about half of that amount @ 10,000,000 gallons.

Attachments #3A

#3A

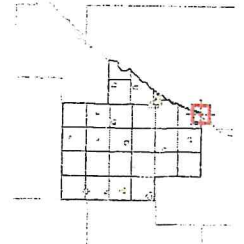


Redwood County, MN

Current Flood Plain



Overview



Legend

- Municipal Boundaries
- Surrounding Counties
- Townships
- Parcels
- Floodplain
- Major Roads**
- County/Twp/City
- State/Federal
- County
- Minor Roads

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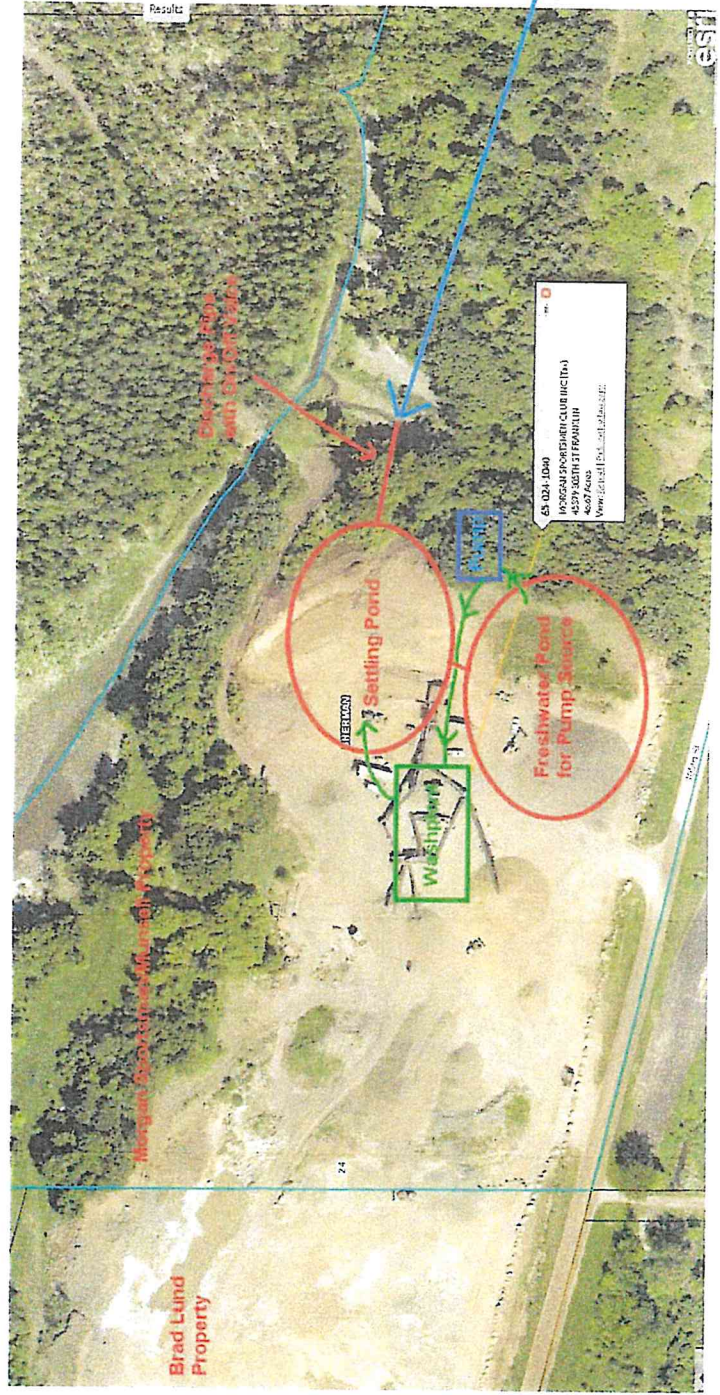
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Attachments # 3B - Proposed Flood Plain



#3B

Attachments #3D



We intend to have a freshwater pond source to provide water to our washplant. Water will then be discharged to our settling pond to allow the fines material to settle before water is recycled for reuse.

Water in the settling pond will naturally free flow to the freshwater pond after fines have settled.

Only in a very heavy rain year will be have to discharge water offsite into the creek. This will be done through a discharge pipe from the settling pond that will have an on/off valve on it that we can open and close to discharge water.

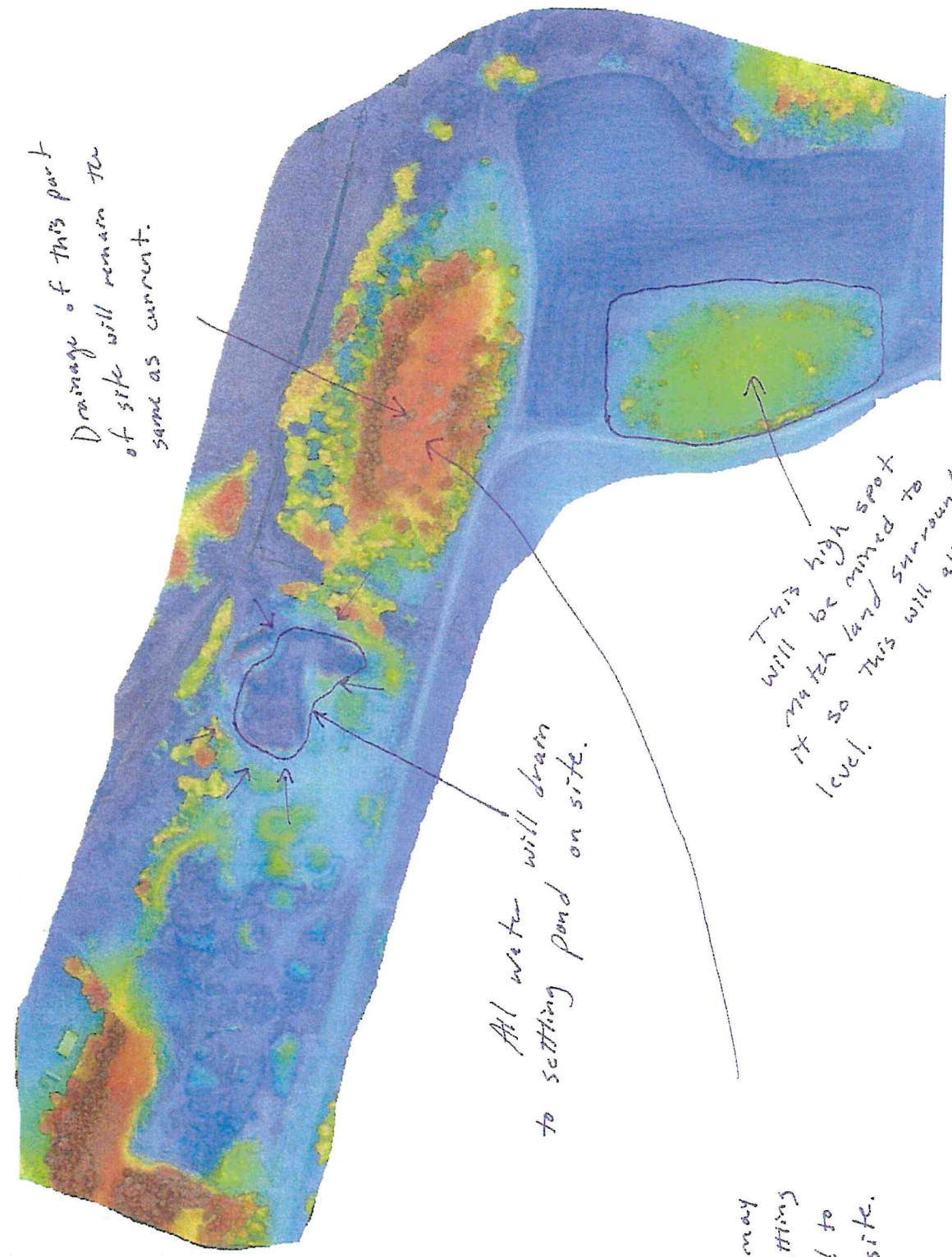
Rip Rap will be placed to provide erosion and scour protection

Once we are more established we plan to install a fines recovery plant to remove fines from all water that is discharged from our washplant.

#3E



Attachments #3F - Drainage Plan



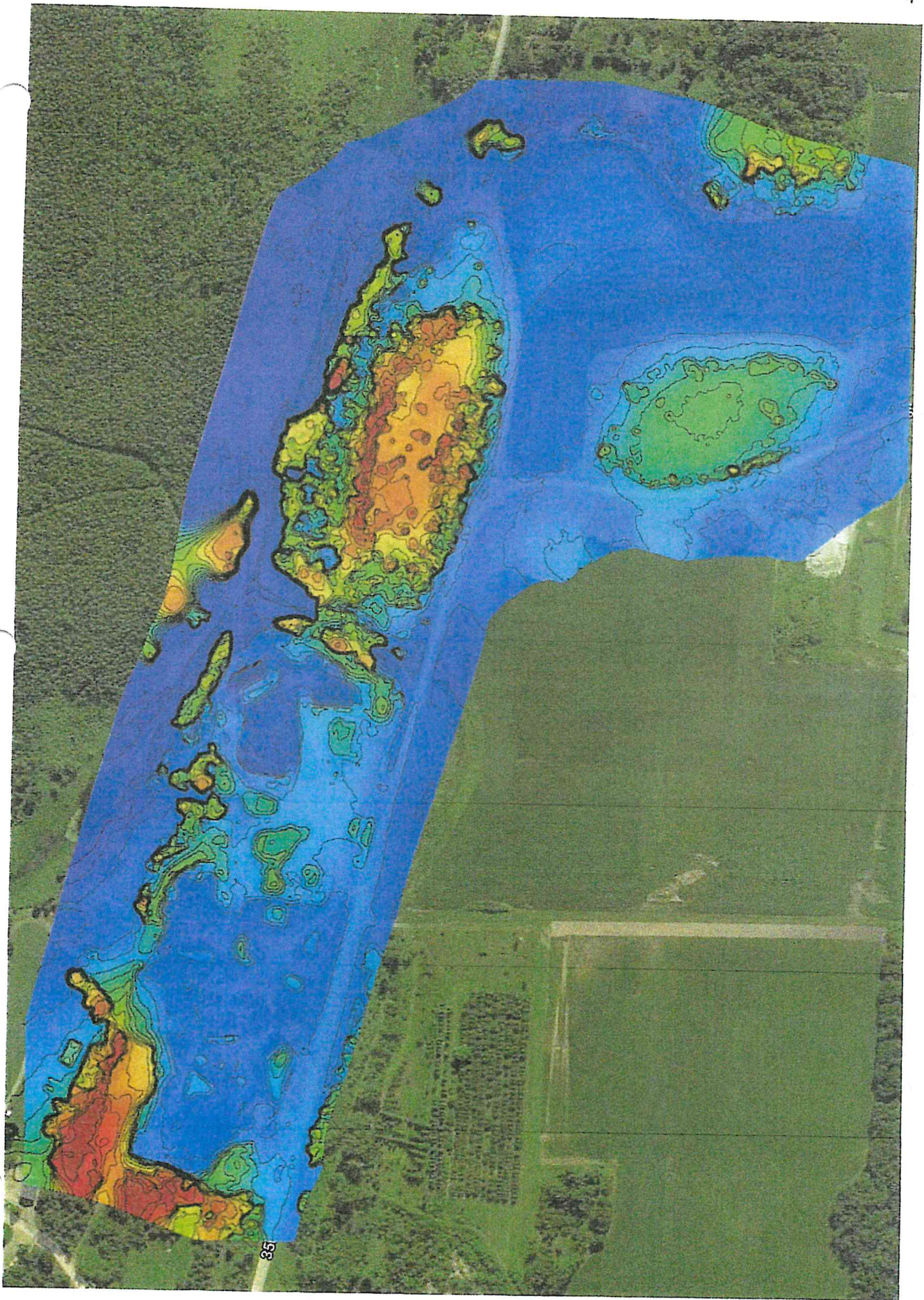
Drainage of this part of site will remain the same as current.

All water will drain to settling pond on site.

This high spot will be mined to level so this will all be level.

In the future, we may mine this hill. A settling pond will be created to maintain water on-site.

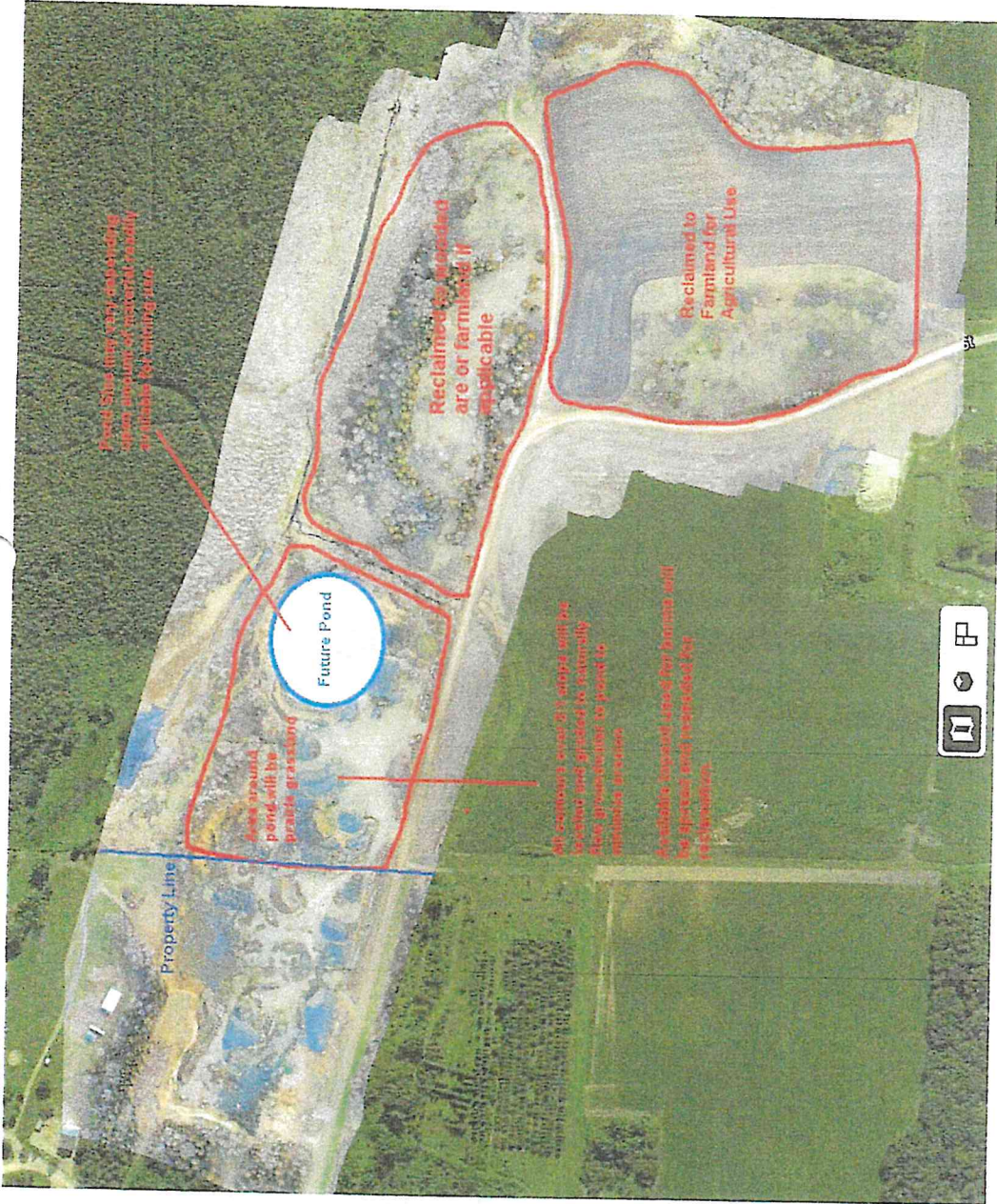
#36



35

Attachments #4A - Reclamation Plan

#4A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2021

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 have **ADDITIONAL INSURED** provisions or 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).

PRODUCER NICKEL & ASSOCIATES PO Box 218 Worthington, MN 56187		CONTACT NAME: PHONE (A/C No. Ex): (507)376-9788 FAX (A/C No): (507)376-9155 E-MAIL ADDRESS: trevornickel@frontiernet.net	
INSURED L & S CONSTRUCTION CORP. 12226 KNOX AVE SANBORN, MN 56083		INSURER(S) AFFORDING COVERAGE INSURER A: WESTERN NATIONAL INSURANCE CO INSURER B: SFM MUTUAL INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	ADD'L SUBR/ INSD: 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CPP 0020154 13	7/14/2021	7/14/2022	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 - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPP 0020117 13	7/14/2021	7/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB 0011399 13	7/14/2021	7/14/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	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	31288.214	7/14/2021	7/14/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	CONTRACTORS EQUIPMENT	X	CPP 0020199 13	7/14/2021	7/14/2022	\$5,000 FLAT DEDUCTIBLE

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

REFERENCE PARCEL LAND:

1. MORGAN SPORTSMANS CLUB 65-024-1040
2. WILLIAM MUNSELL 65-024-4010

CERTIFICATE HOLDER

REDWOOD COUNTY
 403 MILL STREET S
 REDWOOD FALLS MN 56283

CANCELLATION

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

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 1019

Amount: U.S. \$ 14,000.00 (fourteen thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on March 24, 2021 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

L & S CONSTRUCTION CORP.
Entity Type: Corporation
12226 Knox Ave.
Sanborn, MN 56083

BENEFICIARY:

REDWOOD COUNTY
Entity Type: Other
403 S Mill Street/P.O. Box 130
Redwood Falls, MN 56283

ISSUER:

THE WANDA STATE BANK
121 West Main St.
Wanda, MN 56294

1. **LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under The Wanda State Bank Letter of Credit No. 1019 dated March 24, 2021." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. **DRAWINGS.** Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. **DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

- A. The original Letter of Credit, together with any amendments.
- B. A sight draft drawn by Beneficiary on Issuer.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

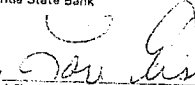
4. **EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at Central Time (Time) on September 30, 2027 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. **NON-TRANSFERABLE.** This Letter of Credit is not transferable.

6. **APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of , except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

The Wanda State Bank

By 
Lori Eis, Loan Officer

Date 3-24-21

COPY

Permit Number

2021-3422

Water Appropriation Permit

Expiration Date: 12/31/2041

Pursuant to Minnesota Statutes, Chapter 103G, and on the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made part hereof by reference, **PERMISSION IS HEREBY GRANTED** to the applicant to perform actions as authorized below.

Project Name: Granite Quarry	County: Redwood	Watershed: Minnesota River - Mankato	Resource: Quarry/Mine; Dug Pit/Holding Pond
Purpose of Permit: Mine Processing (excludes sand/gravel), Mine Dewatering		Authorized Action: Withdrawal of up to 18.0 million gallons of water per year for mine processing (excludes sand/gravel) and withdrawal of up to 2.0 million gallons of water per year for mine dewatering.	
Permittees (2): L & S CONSTRUCTION CORP CONTACT: TRAPP, RAE 12226 KNOX AVE SANBORN, MN 56083 (507) 648-3382 DONNA MUNSELL PO BOX 334 FRANKLIN, MN 55333 (320) 557-2415		Authorized Agent: N/A	
To Appropriate From: Quarry/Mine : by means of a portable pump at a rate not to exceed 500 gpm Point(s) of Taking UTM zone 15N, 351049m east, 4928337m north SWNE of Section 24, T112N, R34W Dug Pit/Holding Pond : by means of a portable pump at a rate not to exceed 500 gpm Point(s) of Taking UTM zone 15N, 351047m east, 4928313m north SWNE of Section 24, T112N, R34W Dug Pit/Holding Pond : by means of a portable pump at a rate not to exceed 500 gpm Point(s) of Taking UTM zone 15N, 351063m east, 4928351m north SWNE of Section 24, T112N, R34W			
Issued Date: 11/17/2021	Effective Date: 11/17/2021	Expiration Date: 12/31/2041	
Authorized Issuer: Garry Bennett	Title: Area Hydrologist	Email Address: garry.bennett@state.mn.us	Phone Number: 320-753-0344

This permit is granted **subject to the following CONDITIONS:**

LIMITATIONS: (a) Any violation of the terms and provisions of this permit and any appropriation of the waters of the state in excess of that authorized hereon shall constitute a violation of Minnesota Statutes, Chapter 103G. (b) This permit shall not be construed as establishing any priority of appropriation of waters of the state. (c) This permit is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its employees, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the Permittee relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the Permittee, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the Permittee, for violation of or failure to comply with the provisions of the permit or applicable provisions of law. (d) In all cases where the doing by the Permittee of anything authorized by this permit shall involve the taking, using, or damaging of any property, rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the Permittee, before proceeding therewith, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests necessary therefore. (e) This permit shall not release the Permittee from any other permit requirements or liability or obligation imposed by Minnesota Statutes, Federal Law, or local ordinances relating thereto and shall remain in force subject to all conditions and limitations now or hereafter imposed by law. (f) Unless explicitly specified, this permit does not authorize any alterations of the beds or banks of any public (protected) waters or wetlands. A separate permit must be obtained from the Department of Natural Resources prior to any such alteration.

FLOW METER: The Permittee shall equip each installation for appropriating or using water with a flow meter, unless another method of measuring the quantity of water appropriated to within ten (10) percent of actual amount withdrawn is approved by the Department.

WATER USE REPORTING: Monthly records of the amount of water appropriated or used shall be recorded for each installation. Such readings and the total amount of water appropriated or used shall be reported annually to the Director of DNR Ecological and Water Resources, on or before February 15 of the following year, via the MNDNR Permitting and Reporting System (MPARS) at www.mndnr.gov/mpars/signin. Any processing fee required by law or rule shall be submitted with the records whether or not any water was appropriated during the year. Failure to report shall be sufficient cause for terminating the permit 30 days following written notice.

MODIFICATION: The Permittee must notify the Commissioner in writing of any proposed changes to the existing permit. This permit shall not be modified without first obtaining the written permission from the Commissioner.

TRANSFER OR ASSIGNMENT: Any transfer or assignment of rights, or sale of property involved hereunder shall be reported within 90 days thereafter to the Director of DNR Ecological and Water Resources. Such notice shall be made by the transferee (i.e., new owner) and shall state the intention to continue the appropriation as stated in the permit. This permit shall not be transferred or assigned except with the written consent of the Commissioner.

PRIMARY WATERS TO HOLDING PONDS: If this permit authorizes appropriation of water from a primary water source (i.e., surface water or groundwater) that discharges to a holding pond/pit that is then used as a source of water for other activities (e.g. irrigation), the permittee must record and report monthly volumes of water appropriated from each primary source and the volume of water appropriated from the holding pond in accordance with measurement criteria described in the permit and the water use reporting process.

WATER LEVEL MAINTENANCE PROHIBITED: Appropriation of water for the purpose of maintaining pond water levels is prohibited. Water appropriations are to be used only for the designated use specified on the permit and must not exceed the volume of water for which the permit has been issued.

COMMISSIONER'S AUTHORITY: (a) The Commissioner may inspect any installation utilized for the appropriation or use of water. The Permittee shall grant access to the site at all reasonable times and shall supply such information concerning such installation as the Commissioner may require. (b) The Commissioner may, as he/she deems necessary, require the Permittee to install gages and/or observation wells to monitor the impact of the Permittee's appropriation on the water resource and require the Permittee to pay necessary costs of installation and maintenance. (c) The Commissioner may restrict, suspend, amend, or cancel this permit in accordance with applicable laws and rules for any cause for the protection of public interests, or for violation of the provisions of this permit.

PUBLIC RECORD: All data, facts, plans, maps, applications, annual water use reports, and any additional information submitted as part of this permit, and this permit itself are part of the public record and are available for public inspection at the offices of DNR Ecological and Water Resources. The information contained therein may be used by the Division as it deems necessary. The submission of false data, statements, reports, or any such additional information, at any time shall

CONDITIONS *(Continued from previous page)*

be deemed as just grounds for revocation of this permit.

MONITORING REQUIREMENTS: Minnesota Statutes 103G.282 authorizes the Department of Natural Resources to require permittees to install and maintain monitoring equipment to evaluate water resource impacts from permitted appropriations. You may be required to modify or install automated measuring devices and keep records for each installation. The frequency of measurements and other requirements will be based on quantity of water appropriated, source of water, potential connections to other water resources, nature of concern, and other relevant factors.

DROUGHT PLANNING: In accordance with M.S. 103G.293, all permits must be consistent with the drought response plan detailed in the Statewide Drought Plan at http://files.dnr.state.mn.us/natural_resources/climate/drought/drought_plan_matrix.pdf.

LEASE AGREEMENT: This permit is valid only as long as a lease agreement is in effect for the land covered under this permit. The permittee shall notify the DNR of any changes in landowner or if any portion of the lease agreement is terminated.

LAND NOT OWNED BY PERMITTEE : This permit authorizes appropriation of water from land that is not owned by the permittee. The volume authorized is valid only as long as an agreement is in effect for lands included under this permit that are not owned by the permittee.

WATER USE CONFLICT: If notified by the DNR that a water use conflict is suspected and probable from your appropriation, based on confirmation of a formal well interference complaint or a preliminary hydrologic assessment, all appropriation authorized by this permit must cease immediately until the interference is resolved. The permittee may be required to obtain additional data to support the technical analysis, such as domestic well information within a radius of one and one-half miles of the production well. The permittee and impacted party may engage in a negotiated settlement process and there may be modifications made to this permit in support of conflict resolution.

SUSPENSION: The Department may require the suspension of appropriation during periods of low water in order to maintain minimum water levels within the basin/watercourse/watershed.

CONTINGENCY: If directed by DNR Ecological and Water Resources to cease pumping, the permittee agrees to withstand the results of no appropriation as stated in the contingency statement submitted with the application.

INTAKE: All pump intakes must be screened to prevent fish from being drawn into the system.

INVASIVE SPECIES - EQUIPMENT DECONTAMINATION: All equipment intended for use at a project site must be free of prohibited invasive species and aquatic plants prior to being transported into or within the state and placed into state waters. All equipment used in designated infested waters, shall be inspected by the Permittee or their authorized agent and adequately decontaminated prior to being transported from the worksite. The DNR is available to train inspectors and/or assist in these inspections. For more information refer to the "Best Practices for Preventing the Spread of Aquatic Invasive Species" at http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best_practices_for_prevention_ais.pdf. Contact your regional Invasive Species Specialist for assistance at www.mndnr.gov/invasives/contacts.html. A list of designated infested waters is available at www.mndnr.gov/invasives/ais/infested.html. A list of prohibited invasive species is available at www.mndnr.gov/invasives/laws.html#prohibited.

INFESTED WATERS - WATER TREATMENT REQUIREMENTS: Surface water appropriation from waters listed as containing invasive species (see <http://www.mndnr.gov/invasives/ais/infested.html>) are required to contact 651-259-5100 or 1-888-MINN-DNR to obtain information from the DNR Division of Ecological and Water Resources on specific invasive species water treatment requirements.

WATER CONSERVATION: All practical and feasible water conservation methods and practices must be employed to promote sound water management and use the least amount of water necessary, such as reuse and recycling water, water-saving devices, and water storage.

DISCHARGE AUTHORIZATION: This permit is valid only in conjunction with all required discharge authorizations from local, state, or federal government units.

LEASE AGREEMENT: This permit is valid only as long as a lease agreement is in effect for the land covered under this permit. The permittee shall file with DNR Ecological & Water Resources agreements for such lands and report the termination of the same.

. DISCHARGE EROSION AND SEDIMENT CONTROL: The Permittee shall ensure that discharge points are adequately

CONDITIONS *(Continued from previous page)*

protected from erosion and scour. The discharge shall be dispersed over sand bags, plastic sheeting, natural rock riprap, or other approved energy dissipation measures. Adequate sedimentation control measures are required for discharge water that contains suspended solids. Sediment control devices can be bypassed when the discharge water appears clear.

cc: Jim Sehl, EWR District Manager
Sportsman Club, Morgan, Landowner or Government Unit
Luke Gutzwiller, Conservation Officers, Redwood Falls
John Hansel, BWRS Wetland Specialists, Redwood
Cory Netland, DNR Wildlife, New London
Scott Mackenthun, DNR Fisheries, Hutchinson Area
Scott Wold, County, Redwood
Nick Brozek, County, Redwood
Kristy Zajac, SWCD, Redwood SWCD

L&S Construction

L&S Granite Quarry Annotation Report




Created on December 21, 2021




Captured on November 29, 2021



Distance

Label	Title	Horizontal Length	Surface Length	Slope	Vertical Height
1 	825' Exact Contour Line	3469.45 ft	- mi	NaN°, NaN%	- mi

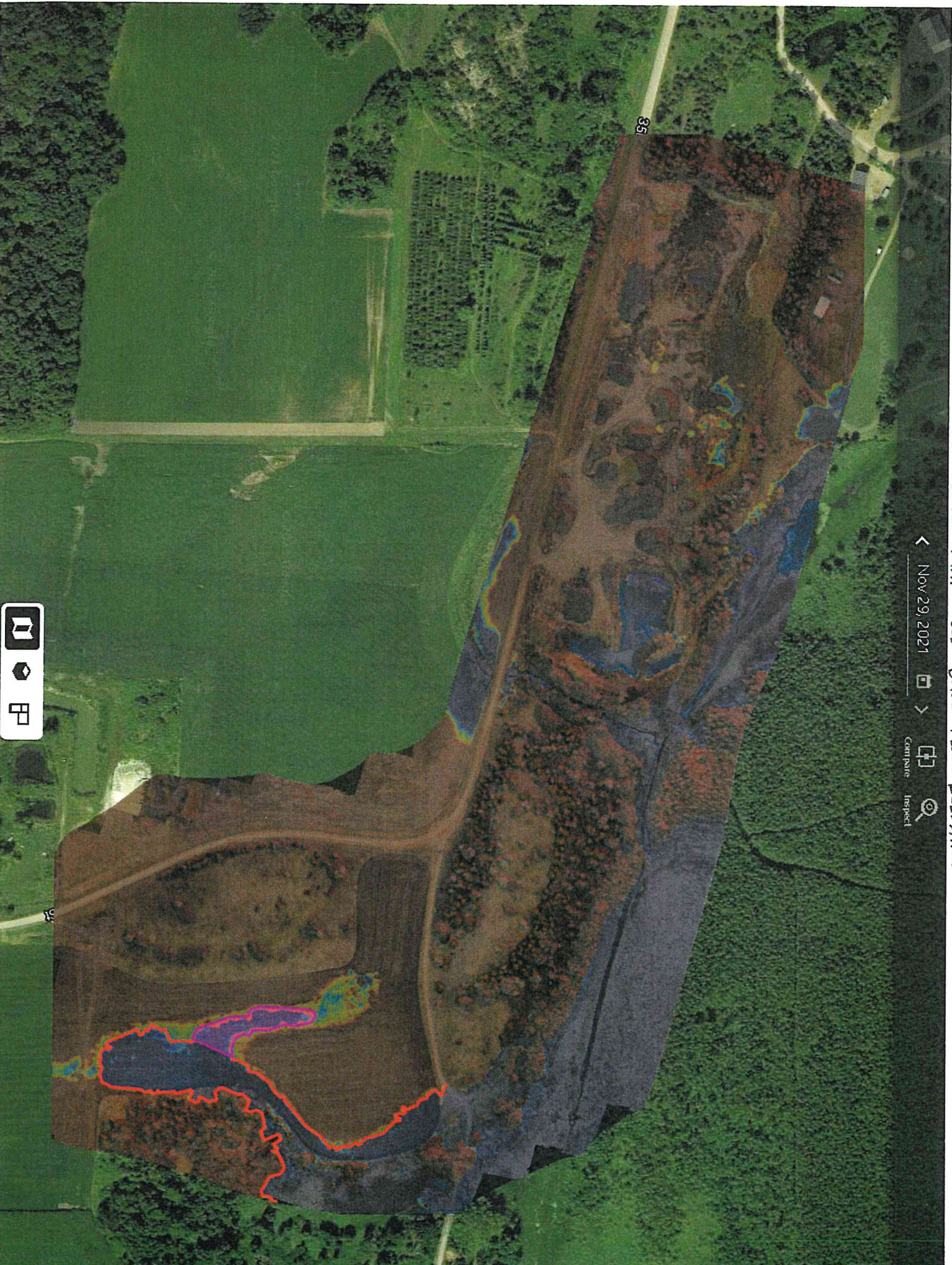
Area

Label	Title	Area	Surface Area
2 	Area of Permit inside Flood Plain (825')	0.47 acres	0.49 acres
3 	Proposed Permit Area 1	9.44 acres	11.14 acres
4 	Proposed Permit Area 2	30.38 acres	50.60 acres

FLOODPLAIN MAP - 825' BASE FLOOD ELEVATION

< Nov 29, 2021 >   

85



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

378151

Guy Anderson

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



IMAGED *DA*

Above Space Reserved for Recording Information

FILED
MAR 29 2010
RECORDED

19th March
20 10 8:00 A

Beth Kamaly
County Recorder

By *G+H Lisa* Deputy *K*

300-19-112-33

S² NE 24-112-34 R+
N² SE

Diglason D 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.

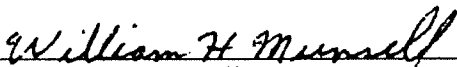
- d. The provisions of this Amendment shall be binding upon and inure to the benefit of each of the Parties and their respective legal representatives, successors and assigns.
- e. If any provision of this Amendment shall be determined by a competent court to be illegal or unenforceable, it shall not 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.

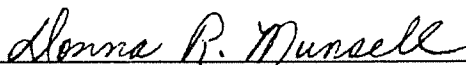
IN WITNESS WHEREOF, the Parties have signed this Amendment as of the date and year above written.

MORGAN SPORTSMEN CLUB, INC.

By 

Its 


William H. Munsell


Donna R. Munsell

STATE OF MINNESOTA)
) ss
COUNTY OF REDWOOD)

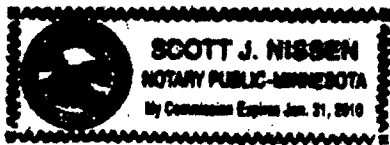
On the 19th day of August, 2009, before me, personally appeared Richard Maurer, to me personally known, who, being by me duly sworn, did say that he is the President of Morgan Sportsmen Club, Inc., the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said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

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

Joyce Anderson

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
Man Price BSJ
REDWOOD COUNTY AUDITOR-TREASURER
BY: _____
DEPUTY

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 S½NE¼; and the N½SE¼, 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 ½" iron pipe monument; thence continuing South 83 degrees 33 minutes 59 seconds East, a distance of 373.62 feet to a ½" iron pipe monument; thence North 78 degrees 59 minutes 08 seconds East, a distance of 250.47 feet to a ½" iron pipe monument; thence North 73 degrees 38 minutes 31 seconds East, a distance of 163.69 feet to a ½" iron pipe monument; thence South 40 degrees 12 minutes 25 seconds East, a distance of 140.92 feet to a ½" iron pipe monument; thence South 07 degrees 22 minutes 06 seconds East, a distance of 288.84 feet to a ½" iron pipe monument; thence South 53 degrees 44 minutes 02

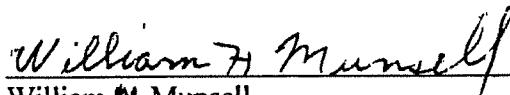
seconds West, a distance of 268.30 feet to a 1/2" iron pipe monument; thence South 12 degrees 30 minutes 14 seconds West, a distance of 79.77 feet to a 1/2" iron pipe monument; thence South 07 degrees 53 minutes 20 seconds East, a distance of 379.22 feet to a 1/2" iron pipe monument; thence South 88 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

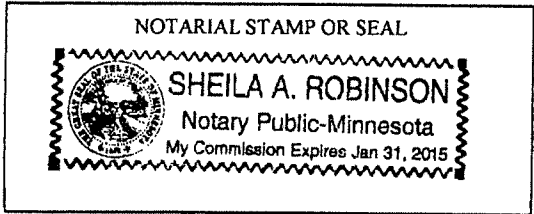
Affix Deed Tax Stamp Here



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:

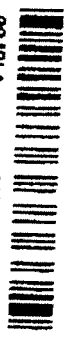
Reed H. Glawe #175559
Gislason & Hunter LLP
2700 South Broadway
P.O. Box 458
New Ulm, MN 56073

716800.1

DOC # A 323320
Certified, Filed and or Recorded on
FEB. 28, 2007 AT 08:05AM

Joyce Anderson

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



IMAGED *CB*

✓
359293

II OFFICE OF COUNTY RECORDER
COUNTY OF BROWN, MN

I hereby certify that the within instrument
was filed in this office for record on

this 9th day of February

20 07 at 8:00 o'clock A. M.

Beth Hamels
County Recorder

By _____ Deputy

G E H K

William H. Munsell - NY

Above Space Reserved for Recording Information

CONVEYANCES, RIGHTS AND EASEMENTS AGREEMENT

THIS AGREEMENT ("Agreement ") is made this 2nd day of February, 2007, by William H. Munsell and Donna R. Munsell, husband and wife ("Munsells"), and Morgan Sportsman Club, Inc., a Minnesota corporation ("Club"), concerning certain land owned by the Munsells in Redwood and Brown Counties, Minnesota.

RECITALS

1. Munsells are the owners of certain land located in Redwood and Brown Counties, Minnesota, described as follows, to-wit:

✓ S $\frac{1}{2}$ NE $\frac{1}{4}$; and N $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 24, Twp. 112N, Rge. 34W, Redwood County, Minnesota;

AND

SW $\frac{1}{4}$, Sec. 19, Twp. 112N, Rge. 33W, Brown County, Minnesota.

(Collectively referred to as "Property.")

2. On or about February 1, 2007, Munsells and the Club entered into an agreement whereby, among other things, Munsells agreed to grant certain access easements for ingress and egress and for hunting purposes over and across a portion of the Property, and Munsells agreed to limit the use of certain non-tillable portions of the Property to hunting and surface mineral mining and quarrying.

3. Munsells and the Club desire to place of record those certain conveyances, rights and easements pertaining to the non-tillable portions of the Property reflected on Exhibit A attached hereto and identified as the "Subject Land."

NOW, THEREFORE, in consideration of the above and other valuable consideration, the Munsells, by this Agreement, subject the Property and the Subject Land, as the case may be, to the following conveyances, rights and easements.

1.0 Access Easements.

- A. Munsells hereby grant, to the Club, an irrevocable, perpetual, non-exclusive, private access easement four rods wide for ingress and egress to and from land owned by the Club now and in the future in Sec. 24, Twp. 112, Rge. 34, Redwood County, Minnesota, and in Sec. 19, Twp. 112N, Rge. 33W, Brown County, Minnesota. The access easement shall run along the existing driveway located in the N½SE¼, Sec. 24, Twp. 112N, Rge. 34W, Redwood County, Minnesota, as identified on Exhibit A attached hereto as "Driveway Easement" and incorporated herein by reference. The easement shall begin at the existing township road located in the N½SE¼, Sec. 24, Twp. 112N, Rge. 34W, Redwood County, and thence head eastward to and through the Subject Land along the existing driveway to the land owned by the Club. The Club and Munsells shall share equally in the maintenance, repair and upgrade of said driveway. The driveway shall remain a private driveway for use of ingress and egress by the Club and Munsells, and their respective agents, heirs, successors, assigns, representatives, members, guests and invitees.
- B. Munsells hereby grant to the Club an irrevocable, perpetual, exclusive, private easement for ingress and egress by way of motor vehicles (including recreational vehicles) or on foot to all portions of the Subject Land for purposes of engaging in Hunting Rights and Club activities as described herein. This easement shall be for the exclusive benefit of the Club, its members, invitees, successors and assigns.

2.0 Conveyance/Easements.

Munsells hereby convey and quitclaim outright to the Club the exclusive Hunting Rights (as defined herein) to and across the Subject Land. The Club and Munsells hereby agree that the Subject Land, and all portions thereof, shall be held, sold and conveyed subject to the following rights and easements, which shall constitute covenants running with the Subject Land, and shall be binding on and inure to the benefit of all parties having any right, title or interest in the Subject Land, or any part of the Subject Land, and on their heirs, successors, representatives and assigns. Furthermore, each future owner, by accepting title to the Subject Land, agrees to be bound by these rights and easements, whether or not the conveyancing document expressly so states.

- A. **Surface Mining/Quarrying.** Munsells, their heirs, successors or assigns shall only be entitled to use the Subject Land for surface quarrying and mining minerals, rocks (i.e., granite, etc.), kaolin, or other minerals or rock formations (hereinafter "Mining Rights"). Munsells shall be entitled to retain all revenues generated from such quarrying or mining activities. Munsells, their heirs,

successors and assigns shall not use the Subject Land for any other use or purpose nor shall they permit anyone to use the Subject Land for any other use, except for those granted to the Club exclusively herein. No permanent or temporary structures may be placed by Munsells on the Subject Land, except temporary structures that are necessary for quarrying activities, and such structures must be removed when the quarrying is completed in the vicinity of the structure. The quarrying or mining permitted in the Subject Land shall be limited to surface mining or quarrying and shall not involve boring into the earth or deep gravel pits.

- B. Hunting Rights.** The Club, its members, invitees, successors and assigns are granted the sole, absolute and exclusive hunting rights to all portions of the Subject Land. Other than the Mining Rights which Munsells may engage in from time to time in the future at different places throughout the Subject Land, Munsells shall not interfere or obstruct the use and enjoyment by the Club, its members, invitees, successors and assigns of the Hunting Rights granted herein. These Hunting Rights granted to the Club include, but are not limited to, the rights to hunt all types of game or wildlife authorized by law, to create or place temporary or permanent hunting stands, structures, establish wildlife habitats, hold Club-sponsored events or activities, and other uses consistent with the hunting rights on the Subject Land (collectively "Hunting Rights"). These Hunting Rights, by the Club, in the Subject Land, however, may not be exercised during those times and in those portions of the Subject Land that are being quarried or mined by Munsells from time to time in the future. The Hunting Rights may be exercised anywhere within Area 'A' that Mining Rights are not being conducted. The Hunting Rights of the Club will resume and shall be fully exercisable in areas where quarrying or mining have been performed by Munsells within the Subject Land once those sites have been reclaimed following the cessation of such mining and quarrying activities. The Club will not interfere or obstruct the quarrying or mining activities of Munsells within the Subject Land and will cooperate with Munsells in obtaining conditional use permits now or in the future from the county for the limited purposes of permitting such quarrying or mining activities as are described herein. The Hunting Rights of the Club within the Subject Land, as described herein, may be conducted and engaged in by the Club, from time to time, in all portions of the Subject Land which are not, at that time, being quarried or mined by Munsells.
- C. Signage.** Munsells hereby grant, in perpetuity, the right for the Club to install, maintain, replace, repair and upgrade signs or signage (including the existing signs) along the boundary of the Subject Land bordering the existing township road running through the N $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 24, Twp. 112N, Rge. 34W, Redwood County, Minnesota, throughout the Subject Land and at the beginning of the driveway access easement described at Section 1.0(A) above where such easement meets the existing township road. Munsells shall not be responsible for the maintenance or repair of any such signs unless they are damaged through intentional acts or the gross negligence of Munsells. Any damage to the signs caused by any quarrying or mining company, which is on the Subject Land

pursuant to Munsells' Mining Rights, shall be repaired and fixed (or replaced) by such company at no cost to the Club. The signage rights granted herein include the right for the Club to post the Subject Land for restricted hunting and trespassing.

- D. **Reclamation.** There is currently a staging area for quarrying activities in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, 24-112-34, Redwood County, Minnesota, and located within the Subject Land ("Existing Staging Area"). The parties agree that, in addition to any reclamation obligations imposed by Redwood County or Brown County as part of any quarrying or mining activities by Munsells or an independent contractor on the Subject Land, the reclamation terms and obligations set forth herein shall also be binding on any such contractor/quarrying company.

As to the Existing Staging Area in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 24, Twp. 112N, Rge. 34W, Redwood County, Minnesota, the parties agree that the use of that area as a staging area shall be phased out and that the current occupant of that staging area or its successors or assigns shall be required to reclaim the Existing Staging Area once it is no longer used as such. The Existing Staging Area will be phased out with all rock and mineral piles and all personalty, including machinery and equipment, removed. The quarrying company in possession of said Existing Staging Area, at the time it is vacated, shall be responsible for placing black topsoil back over the Existing Staging Area and planting grass or a similar cover over the area at no cost to the Club. The Club thereafter may plant trees, bushes or other foliage and place other structures to encourage animal habitat on the reclaimed area once the reclamation is completed. The Existing Staging Area shall be phased out and the reclamation completed on or before December 31, 2008.

With respect to the Subject Land, the parties understand that, from time to time, in the future, and in conjunction with Munsells exercising their mining rights in the Subject Land, a quarrying or mining company may use a portion of the Subject Land for mining activities and possibly as a staging area. Once the mining activity is completed, the staging area and the mining area must be closed and the area reclaimed by replacing and leveling of black dirt back over the mined and staging area and the planting of a grass cover or similar foliage at no cost to the Club. Again, as those differing areas are reclaimed, the Club will again have access to those areas for hunting purposes and will have the right to plant trees, shrubs or construct wildlife habitat or structures within those areas.

Munsells shall require their quarrying contractors to comply with the reclamation provisions set forth herein at no cost to the Club. The Club is a third-party beneficiary of these reclamation requirements and, in addition to the Munsells, is entitled to enforce the reclamation obligations against such quarrying or mining companies. The reclamation to be conducted by the quarrying or mining companies shall leave the area in a gentle, rolling surface contour with no sudden

drop offs, cliffs, ponds or similar conditions which might present a safety hazard to the Munsells or the Club, its members, invitees, successors or assigns.

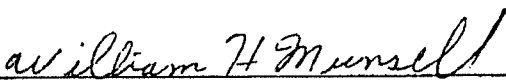
3.0 Miscellaneous.

- A. **Duration/Conveyance of Contingent Future Estate.** This Agreement and the conveyance, rights and easements granted herein shall run with the title of the Subject Land and the Property and shall inure to the benefit of and be enforceable by any of the Club or Munsells, their heirs, successors, assigns and members. The conveyances, rights and easements granted herein shall be perpetual. If, however, a court having proper jurisdiction enters an order or judgment, at any time in the future, that any of the conveyances, rights or easements established or granted herein have lapsed, expired or are unenforceable for any reason as a matter of law, then upon the entry of such order or judgment, fee title to the Subject Land shall immediately and automatically transfer to the Club (or its successor) with Munsells (or their heirs, successors or assigns) retaining all mineral rights to the Subject Land, and the parties thereafter shall continue to exercise their rights to the Subject Land in substantial compliance with and consistent with the terms and provisions of this Agreement. The conveyance just described is intended by the parties to be the conveyance to the Club of a contingent future estate in the Subject Land pursuant to Minn. Stat. Ch. 500.01, *et seq.* The contingent event is the entry by a court of proper jurisdiction of an order or judgment determining that any of the provisions of this Agreement are invalid, lapsed, expired or unenforceable at any time under Minnesota law. Upon the occurrence of that contingency (e.g., entry of an order or judgment), fee title to the Subject Land shall automatically transfer to the Club, or its then successor or assign, with the Munsells, or their then heir, successor or assign, retaining all mineral rights in the Subject Land as provided above. The determination by a court that one or more provisions of this Agreement is unenforceable for any reason shall not affect or impair in any way the remaining terms and provisions of this Agreement, and specifically, the terms and provisions of this paragraph shall survive such judgment or order and shall continue to be binding and enforceable between the parties.
- B. **Future Owners.** Each successive owner of the Subject Land shall be bound by the terms and conditions of this Agreement.
- C. **Severability.** If any covenant or provision of this Agreement is adjudged to be invalid or void by judgment or order of a court of record, all other terms and provisions of this Agreement, including but not limited to Section 3.0(A) above, shall survive and shall remain in full force and effect, binding and enforceable between the parties hereto.
- D. **Default.** In the event of a default by any person or party, including, but not limited to, any person having any rights, title or interest in or to the Subject Land, then any party to this agreement, their heirs, successors, members or assigns may

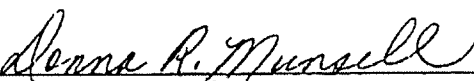
apply to a court of competent jurisdiction for a decree of specific performance against the defaulting party. The parties acknowledge that, in the event of a default, it may not be an adequate remedy to declare this agreement null and void or to seek any type of money damages or other relief. It is for this reason that either party shall have the option to seek a decree of specific performance against a party that is in default. The non-defaulting party, however, shall not be required to seek a decree of specific performance, but rather, the seeking and obtaining of such a decree shall be an option in addition to any and all other legal remedies that may be available as a result of the default of this agreement. In the event a party takes action to enforce this agreement, the prevailing party shall be entitled to recover his, her, their or its reasonable costs, expenses and attorney's fees against the other.

- E. Entire Agreement.** The foregoing constitutes the entire agreement between the parties. No modification of any of the terms or conditions contained herein may be made except by subsequent written documents signed by both Munsells and the Club.
- F. Governing Law.** This agreement will be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, this agreement has been executed on the day and year first written above.

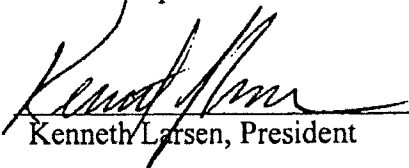


William H. Munsell

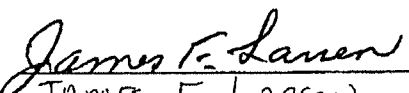


Donna R. Munsell

MORGAN SPORTSMAN CLUB, INC.,
A Minnesota Corporation

By: 

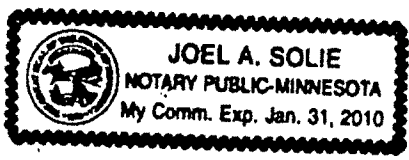
Kenneth Larsen, President

By: 

JAMES F. LARSON, Secretary

STATE OF MINNESOTA)
)
COUNTY OF REDWOOD) ss

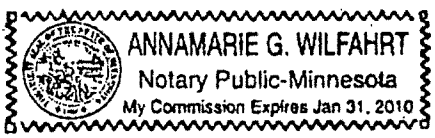
The foregoing instrument was acknowledged before me this 2nd day of February, 2007, by William H. Munsell and Donna R. Munsell, husband and wife.



Joel A. Solie
Notary Public

STATE OF MINNESOTA)
)
COUNTY OF BROWN) ss

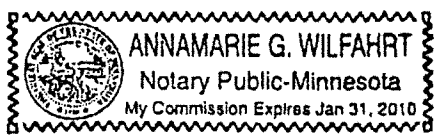
On the 1st day of February, 2007, before me, personally appeared Kenneth Larsen, to me personally known, who, being by me duly sworn, did say that he is the President of Morgan Sportsman Club, Inc., the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Kenneth Larsen acknowledged said instrument to be the free act and deed of said corporation.



Annamarie G. Wilfahrt
Notary Public

STATE OF MINNESOTA)
)
COUNTY OF BROWN) ss

On the 1st day of February, 2007, before me, personally appeared JAMES F. LARSON, to me personally known, who, being by me duly sworn, did say that he is the Secretary of Morgan Sportsman 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 JAMES F. LARSON acknowledged said instrument to be the free act and deed of said corporation.

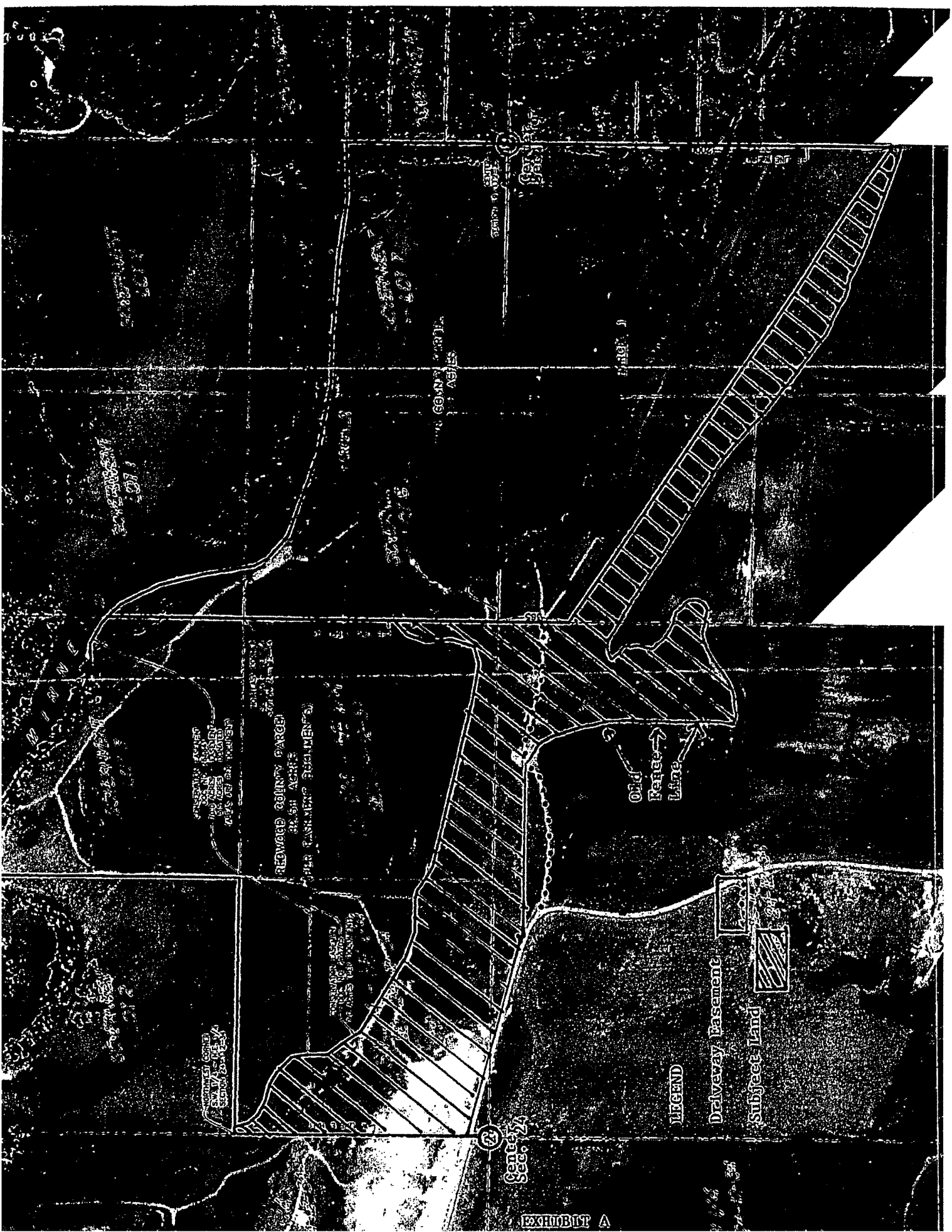


Annamarie G. Wilfahrt
Notary Public

This Instrument Was Drafted By:

Reed H. Glawe
GISLASON & HUNTER LLP
2700 South Broadway
P.O. Box 458
New Ulm, MN 56073

NULIB:250354.1



REDWOOD COUNTY PARCEL
20.51 ACRES
1988 EASEMENT DOCUMENT

Old
Permit
Line

LEGEND

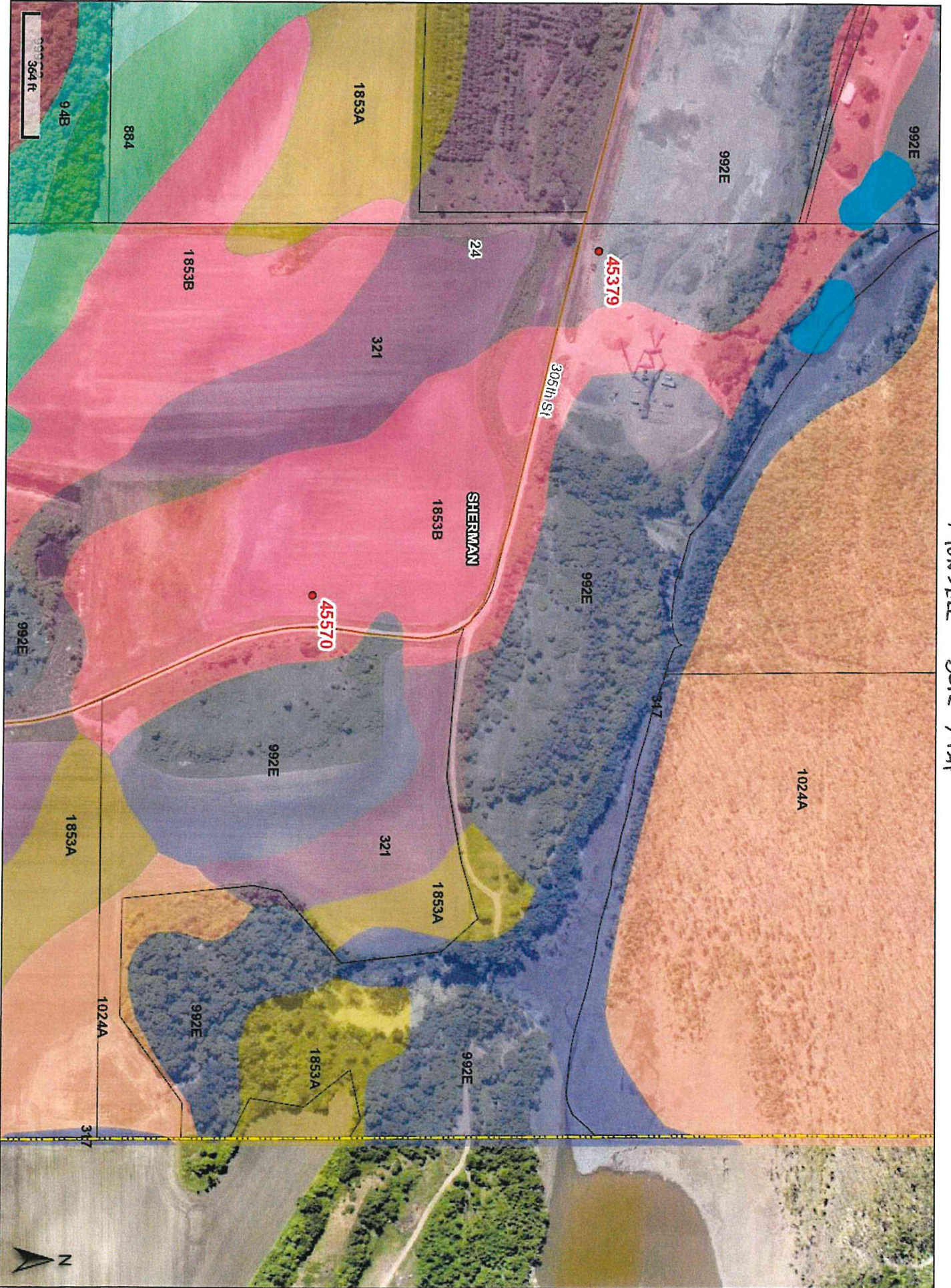
Driveway Easement

Subject Land

Sec. 24

EXHIBIT A

MUNSELL SOIL MAP



Soil Map Key:

317 – Oshawa silty clay loam

992E – Rock outcrop-Copaston complex, 2 to 40 percent slopes

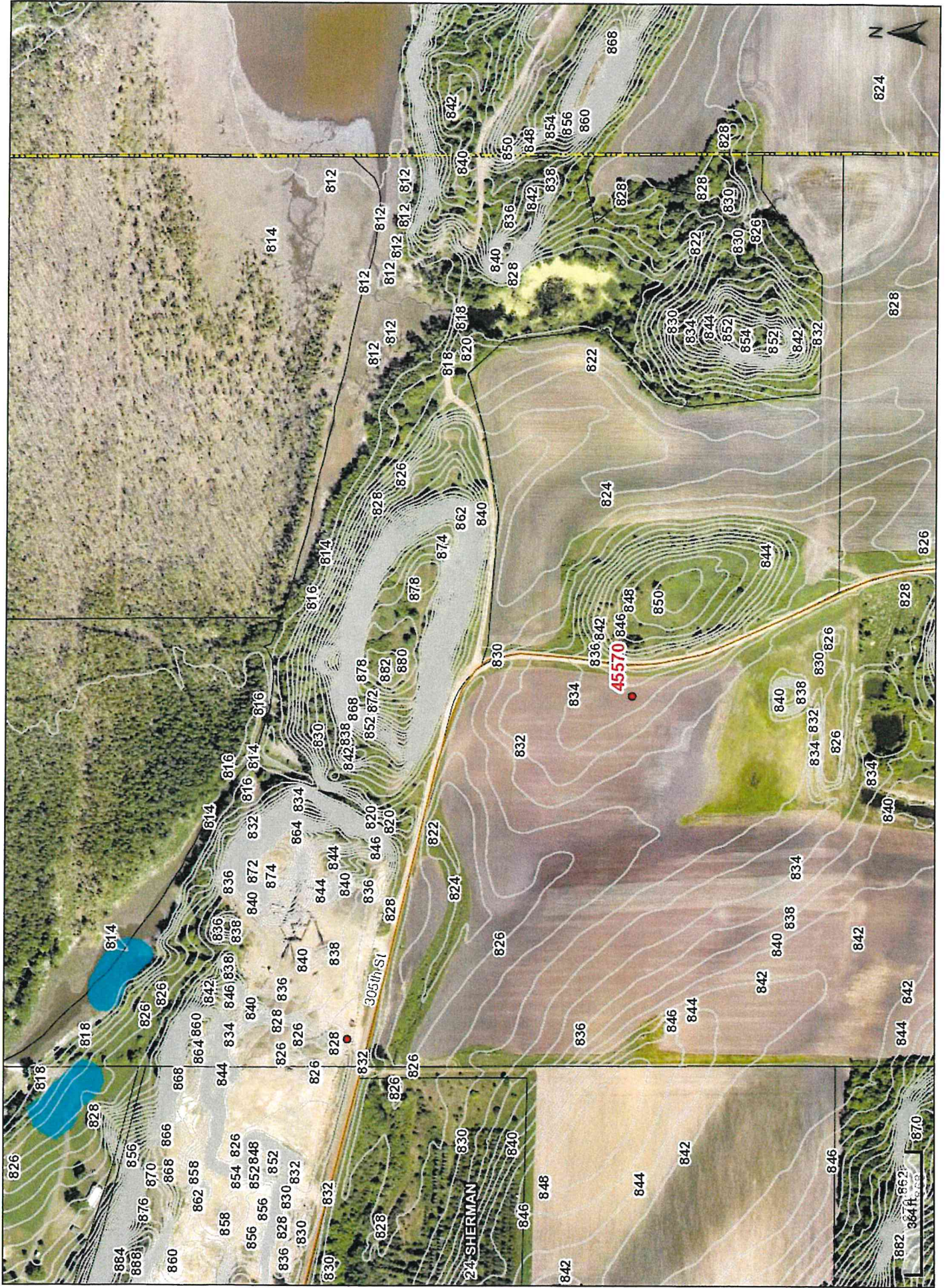
1853A – Wadena variant loam, 0 to 2 percent slopes

1024A – Havelock clay loam, 0 to 2 percent slopes, occasionally flooded

1853B – Wadena variant loam, 2 to 6 percent slopes

321 – Tilfer clay loam

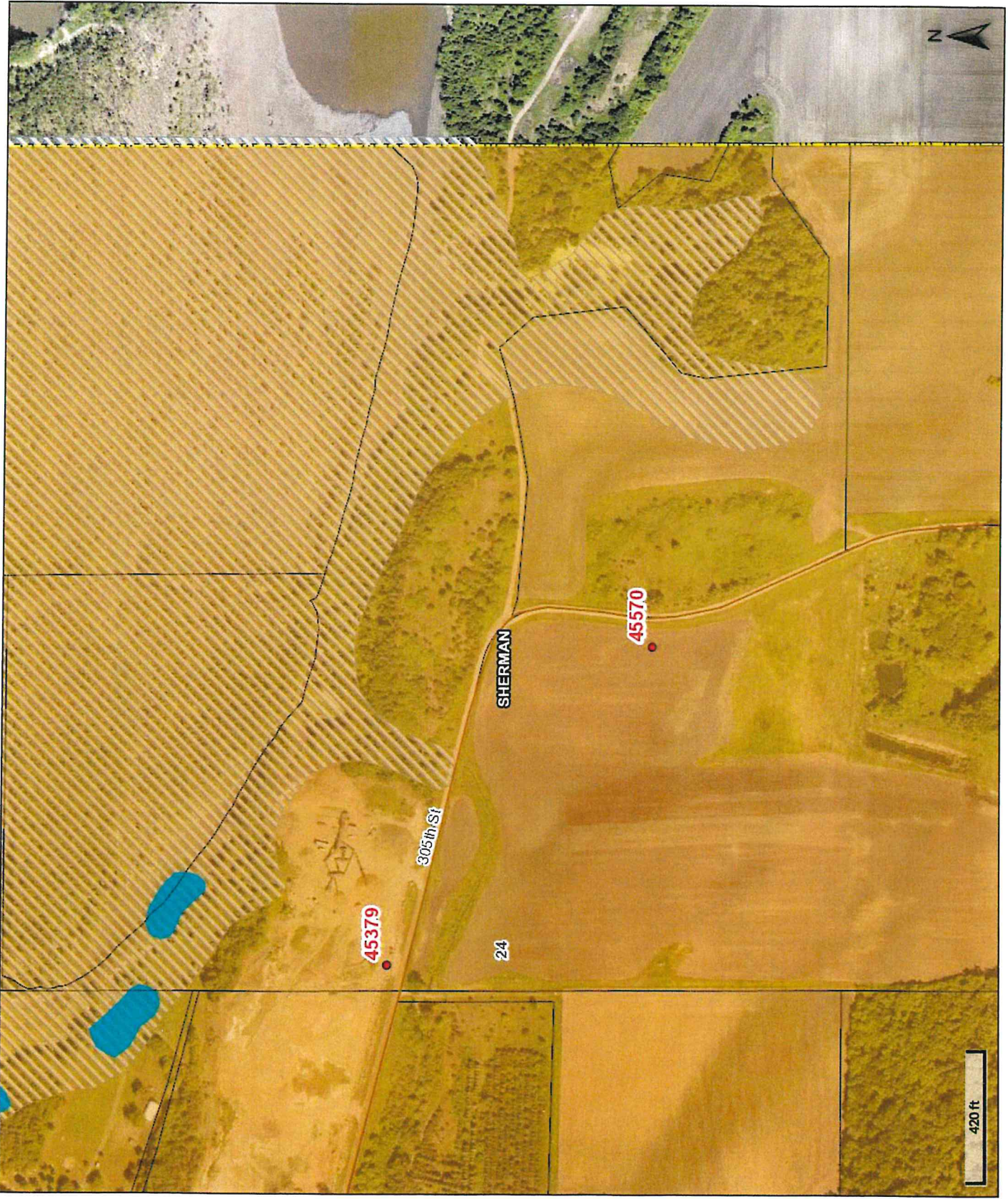
MUNSELL ELEVATION MAP



FEMA FLOODPLAIN MAP



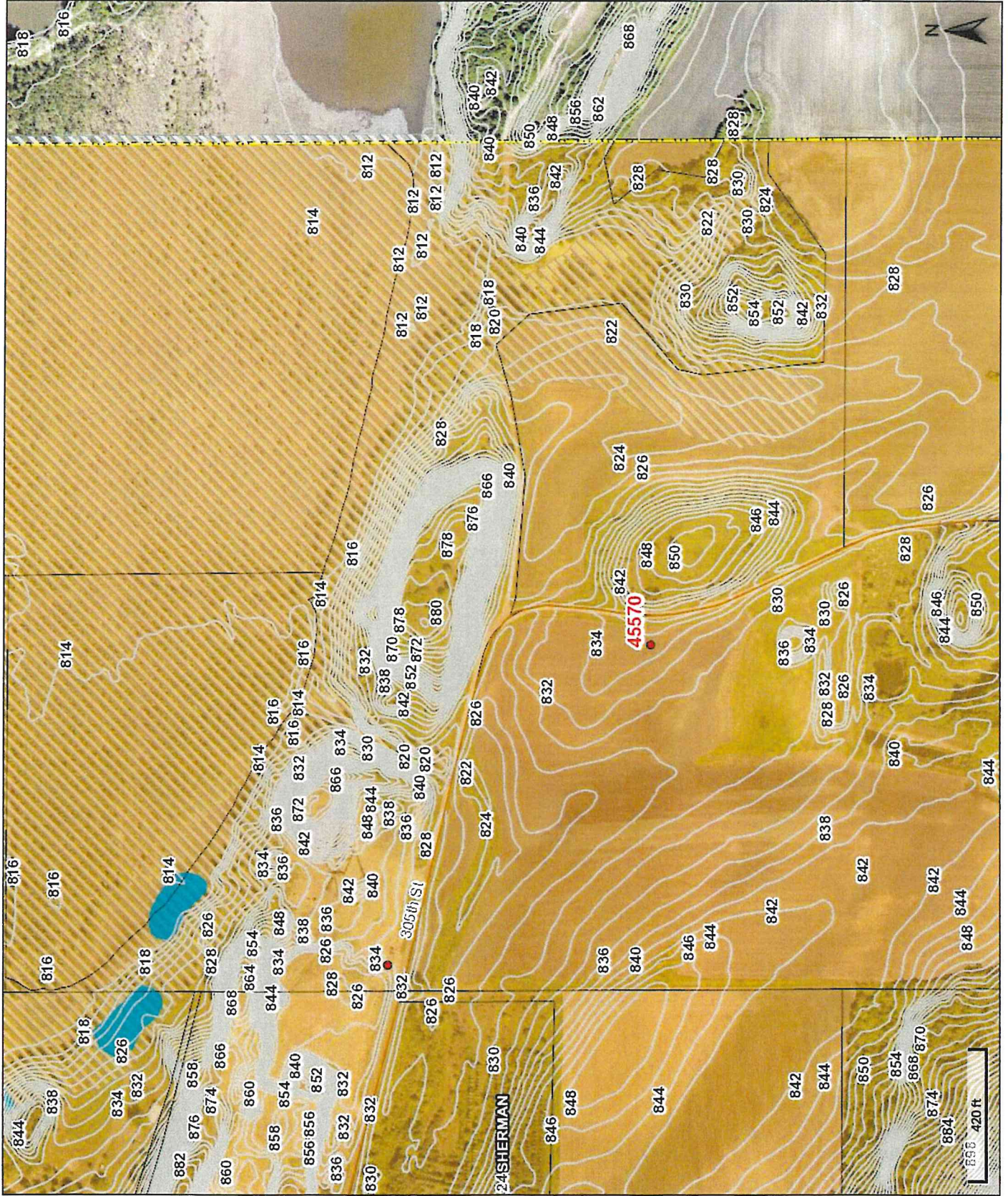
MUNSELL ZONING MAP



Legend

- Municipal Boundaries
- Townships
- Open Ditch
- Drain Tile
- Lakes
- Rivers
- Address Points
- Parcels
- Shoreland
- <all other values>
- 150 ft
- 300 ft
- 300 ft L W
- 1000 ft
- FloodPlain
- Floodplain
- County Zoning
- B1
- I1
- R1
- S
- UE
- 2M
- AG
- Major Roads
- County/Twp/City
- State/Federal
- County
- Minor Roads

MUNSELL ZONING MAP W/ ELEVATIONS



Legend

- Municipal Boundaries
- Townships
- Open Ditch
- Drain Tile
- Contours
- Lakes
- Rivers
- Address Points
- Parcels
- Shoreland
- <all other values>
- 150 ft
- 300 ft
- 300ft L W
- 1000ft
- Flood Plain
- Flood plain
- County Zoning
- B1
- I1
- R1
- S
- UE
- 2M
- AG
- Major Roads
- County/Twp/City
- State/Federal
- County
- Minor Roads

MUNSEIL AREA MAP



FEMA 100 Year Floodplain

1/13/2022
by: Jennifer.Hahn

Sherman S24

Redwood County



0 600 1,200 2,400 Feet

1:12,000

1 inch = 1,000 feet

 Townships
 Sections



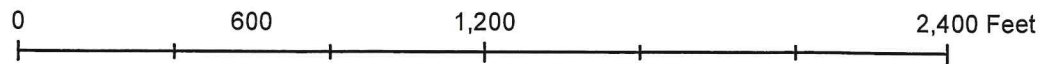
NAIP 2017

Soils

1/13/2022

Sherman S24

by: Jennifer.Hahn
Redwood County



- Townships
- Sections

Soils

HydrCRatng

- 0 - 20
- 21 - 40
- 41 - 60
- 61 - 80
- 81 - 100

1:5,608

1 inch = 467 feet

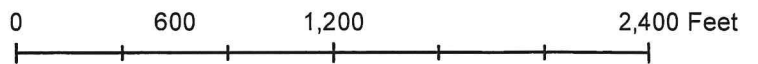


NAIP 2017

Sherman S24



- Townships
- Sections
- Aquatic Bed/Nonpersistent Emergent
- Emergent
- Forested
- Moss/Lichen
- Rock Bottom
- Rocky Shore
- Streambed (Intermittent)
- Scrub-Shrub
- Unconsolidated Bottom (Open Water)
- Unconsolidated Shore (Banks & Sandbars)



1:8,216

1 inch = 685 feet



NAIP 2017

Conditions Permit No. 1-22 (L&S Construction – 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 305th 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 interim 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 interim 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 interim 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., Monday through Saturday.
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 Interim Use Permit*. The permit holder shall keep any pit, excavation, or impounded waters within the limits for which the particular permit is granted. No mining activity shall occur within the Floodplain District as indicated on the Redwood County Zoning Maps. The completion date of this *Extraction Interim Use Permit* will be February 1, 2032.
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 interim 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 Interim 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 Interim 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 305th Street.
15. The permit holder shall be responsible for cleaning and maintaining the private drainage ditch located south of 305th Street in that part of the SW1/4 NE1/4 & W1/2 SE1/4 of Section 24, Township 112 North, Range 34 West lying south and west of the township road (see attached map) so that the flow of water therein is not obstructed.
16. Interim Use Permit #1-22 replaces previous Conditional Use Permit #17-16.
17. The permit holder shall post a bond, cash deposit, irrevocable letter of credit, or other security in the amount of \$78,000.00. 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 Interim Use Permit*.
18. The permit holder shall maintain bodily injury, property damage, and public liability insurance in the amount of at least \$1,500,000 per occurrence during the life of the extraction operation and shall provide proof of the same to the Redwood County Environmental Office.
19. The permit holder shall adopt and abide by a long-term site development plan to be approved by the Zoning Administrator.
20. The permit holder shall not allow the mining activities to negatively impact the use of the driveway for the Morgan Sportsmens Club property.
21. The Redwood County Planning Commission shall review the interim use permit and shall be authorized to take any and all necessary action(s), including but not limited to revoking the interim use permit and/or requiring the permit holder to reapply for a interim 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 interim 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 interim 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.

TO: Whom It May Concern

FROM: Nick Brozek
Land Use and Zoning Supervisor
Redwood County Environmental Office



DATE: January 10, 2022

RE: Notice of Public Hearing on Application for Extraction Interim Use Permit

Please find enclosed a *Notice of Public Hearing* regarding an *Application for Extraction Interim Use Permit* submitted by Cooper Scheffler of L & S Construction Corp., on behalf of landowners William H Munsell Disclaimer Trust and Donna R Munsell, pursuant to Redwood County Code of Ordinances, Title XV, Sections 153.420 and 153.283. L & S Construction Corp. is proposing to extract, process, and stockpile granite material from/on the following described real property, situated in the County of Redwood, State of Minnesota, to wit:

Tract in the South Half of the Northeast Quarter (S1/2 NE1/4) & tract in the North Half of the Southeast Quarter (N1/2 SE1/4) Lying North & East of the Township Road (305th Street), AND tract in the North Half of the Southeast Quarter (N1/2 SE1/4) lying East of the Township Road (305th Street), AND the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), except tract, lying East of the Township Road (305th Street), Section 24, Township 112 North, Range 34 West, Sherman Township.

A public hearing thereon will be held before the Redwood County Planning Commission at the Planning Commission meeting scheduled at 1:00 o'clock p.m. on Tuesday, the 25th day of January, 2022, at the Board Room of the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, MN 56283.

Pursuant to Redwood County Zoning Ordinance, all property owners of record within five hundred (500) feet of the incorporated areas and/or one-quarter (1/4) of a mile of the affected property or the ten (10) properties nearest to the affected property, whichever would provide notice to the greatest number of landowners in the unincorporated areas, the township in which the affected property is located, and all municipalities within two (2) miles of the property are required to be notified in writing of the time and place of the public hearing.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, via email at Environmental@co.redwood.mn.us, or by mail at *Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283*, and/or attend the public hearing at the time and date set forth in the *Notice of Public Hearing*.

enclosure

Cc: Cooper Scheffler (w/encl.)
William H Munsell Disclaimer Trust, % Donna R Munsell
Redwood County Government Center - Environmental Department
P.O Box 130 Redwood Falls, MN 56283
(507) 637-4023 redwoodcounty-mn.us Environmental@co.redwood.mn.us



NOTICE OF PUBLIC HEARING

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DATED: January 7, 2022

Nicholas W. Brozek
Land Use and Zoning Supervisor
Redwood County Environmental Office



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
L&S Construction – Munsell Quarry – Extraction
Interim Use Permit Application #1-22
January 25, 2022**

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) What potential health safety and welfare impacts were raised at the hearing and why will they, or why won't they, impact the neighboring residents?

- 2) What potential impacts on area property uses were raised at the hearing and why will they, or why won't they, impact the property uses in the area?

3) What potential impacts on property values or future development were raised at the hearing, and why will they, or why won't they, impact the neighboring properties?

4) What infrastructure is needed to support the proposed use and how will it be provided?

5) How do the goals, purpose and policies of the Zoning Ordinance and Comprehensive Plan apply to the proposed project?

NAME: _____

DATE: _____