

Dane County Conditional Use Permit Application

Application Date	C.U.P Number
05/05/2016	DCPCUP-2016-02346
Public Hearing Date	
06/28/2016	

OWNER INFORMATION		AGENT INFORMATION	
OWNER NAME HEPTA S INC	Phone with Area Code	AGENT NAME BJOIN LIMESTONE, INC.	Phone with Area Code
BILLING ADDRESS (Number, Street) 372 KOSHKONONG RD		ADDRESS (Number, Street) 7308 WEST STATE ROAD	
(City, State, Zip) CAMBRIDGE, WI 53523		(City, State, Zip) Janesville, WI 53545	
E-MAIL ADDRESS		E-MAIL ADDRESS	

ADDRESS/LOCATION 1		ADDRESS/LOCATION 2		ADDRESS/LOCATION 3	
ADDRESS OR LOCATION OF CUP		ADDRESS OR LOCATION OF CUP		ADDRESS OR LOCATION OF CUP	
372 Koshkonong Road					
TOWNSHIP CHRISTIANA	SECTION 14	TOWNSHIP	SECTION	TOWNSHIP	SECTION
PARCEL NUMBERS INVOLVED		PARCEL NUMBERS INVOLVED		PARCEL NUMBERS INVOLVED	
0612-144-9000-2		---		---	

CUP DESCRIPTION
revise conditions for an existing mineral extraction site

DANE COUNTY CODE OF ORDINANCE SECTION	ACRES
10.191 mineral extraction	120

DEED RESTRICTION REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No Applicant Initials _____	Inspectors Initials RWL1	SIGNATURE:(Owner or Agent)
		PRINT NAME:
		DATE:

DENNIS L. HANSCH
FREDERICK L. WESNER
DAVID C. MOORE
CAROL J. HATCH
KAYLA K. HILLER
JOHN M. WOOD
STEVEN T. CAYA
SARA L. GEHRIG-WOODMAN
TIMOTHY H. LINDAU

JARON L. MOSIER
GRETCHEN J. BURGESS
Of Counsel:
JAMES R. CRIPE
SCOTT F. SHADEL
BRUCE R. BRINEY

May 4, 2016

VIA US MAIL & EMAIL (lane.roger@countyofdane.com)

Mr. Roger Lane, Zoning Administrator
Dane County Zoning Division
City-County Building
210 Martin Luther King Jr. Blvd – Rm 116
Madison, WI 53703

Re: 372 Koshkonong Road

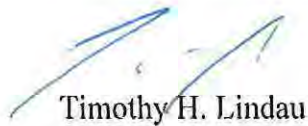
Dear Mr. Lane:

Enclosed please find a packet which includes the Conditional Use Permit Application and Non-Metallic Reclamation Permit Application regarding the property located at 372 Koshkonong Road, Cambridge, Wisconsin (hereinafter the "Quarry"). In response to the recent stop order and notice of revocation of Conditional Use Permit, Bjoin Limestone, Inc. ("Bjoin") has undertaken significant effort to bring the Quarry into compliance with the reasonable conditions set forth in CUP #2159. We believe that the enclosed packet of information shows how serious Bjoin is about addressing the identified concerns. Additionally enclosed is a letter to Orica, which conducts blasting at the Quarry. As you will see, we have notified them of the requirements of the CUP. We have no reason to believe that Orica will not strictly comply as directed.

Our office, along with representatives of Bjoin and the owner of the Quarry intend to be present at the Zoning & Land Regulation Committee meeting on May 10, 2016. Should you have any questions in the meantime, please do not hesitate to contact the undersigned.

Sincerely,

NOWLAN & MOUAT LLP


Timothy H. Lindau

THL:TLS

Enclosure

Pc (via e-mail): Bjoin Limestone, Inc. – Attn: Kathy Bjoin
Attorney Jeff Roethe

DENNIS L. HANSCH
FREDERICK L. WESNER
DAVID C. MOORE
CAROL J. HATCH
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STEVEN T. CAYA
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TIMOTHY H. LINDAU

JARON L. MOSIER
GRETCHEN J. BURGESS
Of Counsel:
JAMES R. CRIFE
SCOTT F. SHADEL
BRUCE R. BRINEY

May 4, 2016

VIA EMAIL (james.deininger@orica.com)

James Deininger
Orica USA Inc.

Re: Blasting at 372 Koshkonong Road

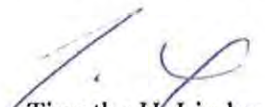
Dear Mr. Deininger:

Our office represents Bjoin Limestone Inc. (hereinafter "Bjoin"). As you are aware, Bjoin extracts limestone from a quarry located at 372 Koshkonong Road. Said location is subject to a Conditional Use Permit (hereinafter "CUP") that was issued by Dane County. Please take notice that, pursuant to Condition 13 of CUP #2159, we are requesting that you notify, in writing, the Town of Christiana Clerk, the local utility (Wisconsin Power & Light), and residents living within one-quarter mile of the open excavation area, the dates of blasting at the quarry. The notification must be provided more than 72 hours prior to blasting. Furthermore, pursuant to the CUP, there is to be no storage of explosives at the quarry site.

Should you have any questions regarding these requirements, please feel free to contact the undersigned. Otherwise, we anticipate that you will fully comply with the terms specified therein.

Sincerely,

NOWLAN & MOUAT LLP


Timothy H. Lindau

THL:TLS

Pc (via e-mail): Bjoin Limestone, Inc. – Attn: Kathy Bjoin
Attorney Jeff Roethe

Conditional Use Permit & Reclamation Permit Applications
For Non-Metallic Mineral Extraction

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DANE COUNTY
PLANNING & DEVELOPMENT

Zoning Division
Room 116, City-County Building
210 Martin Luther King Jr. Blvd.
Madison, Wisconsin 53703-3342
Phone: (608) 266-4266
Fax: (608) 267-1540

Conditional Use Application

Application Fee: \$486 Mineral Extraction: \$1136

Items required to be submitted with application:

- o Written Legal Description of Conditional Use Permit boundaries
- o Scaled drawing of the property showing existing/proposed buildings, setback requirements, driveway, parking area, outside storage areas, location/type of exterior lighting, any natural features, and proposed signs.
- o Scaled map showing neighboring area land uses and zoning districts
- o Written operations plan describing the items listed below (additional items needed for mineral extraction sites)
- o Written statement on how the proposal meets the 6 standards of a Conditional Use

Owner	<u>Hepta S, Inc.</u>	Agent	<u>Stanley Lien</u>
Address	<u>372 Koshkonong Road</u>	Address	<u>372 Koshkonong Road</u>
Phone	<u>Cambridge, WI 53523</u>	Phone	<u>Cambridge, WI 53523</u>
	<u>(608) 423-4014</u>		<u>(608) 423-4014</u>
Email	<u></u>	Email	<u></u>

Parcel numbers affected: 0612-144-90002, 0612-144-85009, Town: Christiana Section: 14
0612-143-8240-0 & 0612-143-9500-8 Property Address: 450 Koshkonong Rd, Cambridge

Existing/ Proposed Zoning District : A-1EX Agricultural

- o Type of Activity proposed: Non-metallic mining
- o Hours of Operation - see attached
- o Number of employees - see attached
- o Anticipated customers - see attached
- o Outside storage - see attached
- o Outdoor activities - see attached
- o Outdoor lighting - see attached
- o Outside loudspeakers - see attached
- o Proposed signs - see attached
- o Trash removal - see attached
- o Six Standards of CUP (see back) - see attached

The statements provided are true and provide an accurate depiction of the proposed land use. I authorize that I am the owner or have permission to act on behalf of the owner of the property.
 Submitted By: *Stanley Lien* Date: 5-5-16

Six Standards of a Conditional Use Permit

Provide an explanation on how the proposed land use will meet all six standards.

1. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The proposed conditional use of a non-metallic quarry operation has existed on the parcel for nearly two (2) decades and there have been few (if any) complaints from surrounding property owners. The subject parcels are rural in nature with adequate access to county and state highways. The applicant does not foresee that the activities proposed herein will be detrimental to or endanger the public health, safety, comfort or general welfare.

2. The uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by establishment, maintenance or operation of the conditional use.

There is only one (1) residential property that is adjacent to the subject parcel and, since the non-metallic quarry operations commenced nearly two (2) decades ago, the applicant is not aware of any complaints from said neighbor or any other neighboring property owner. Furthermore, the applicant and/or operator will not be traveling on neighboring town roads, but will merely access county and state highways by using a private "haul road" that runs over and across the property immediately to the south.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The applicant does not envision and cannot foresee that the conditional use applied for herein will impede the normal and orderly development and improvement of the surrounding property. This property has been used as a non-metallic quarry operation for nearly two (2) decades and the applicant is not aware of any interference with development or improvement to date.

4. That adequate utilities, access roads, drainage and other necessary site improvements have been or are being made.

All quarry entrance and "haul roads" have been properly paved and have been improved as recently as April 26, 2016. Otherwise, all utilities serving the subject property are in good working order to the extent required by the applicant and/or operator.

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The applicant and operator will not use any local town roads to haul aggregate, but instead will use a private "haul road" to connect the quarry site directly to County Hwy B.

6. That the conditional use shall conform to all applicable regulations of the district in which it is located.

The owner and operator fully intend to strictly conform and comply with all applicable regulations of the underlying zoning district as well as any terms and conditions imposed by virtue of a conditional use permit in the event that the same is approved.

Conditional Use Permit - Mineral Extraction Application Checklist

Applicant			Zoning
Plan Requirement	✓	Location in plan - page #	✓
1. Legal description - CSM and/or exact metes & bounds. Size of area requesting - acreage Parcel number(s)		Page 1	
2. Written statement that includes the following:			
General description of the operation.		Page 1	
Existing uses of the land.		Page 2	
Existing natural features including depth to groundwater.		Page 2	
Types and quantities of materials that will be extracted.		Page 2	
Proposed dates to begin extraction, end extraction and complete reclamation.		Page 2	
Proposed hours and days of operation.		Page 2	
Geologic composition and depth to the mineral deposit.		Page 2	
Identify all major proposed haul routes to the nearest Class A highway or truck route. Indicate traffic flow patterns.		Page 3	
Proposed phasing plan (recommended for larger sites)		Page 3	
Types, quantities and frequency of use of equipment to extract, process and haul.		Page 3	
Frequency of blasting, drilling, mining, crushing, screening, washing, refueling.		Page 3	
Bulk fuel storage.		Page 3	
Asphalt batching or concrete mixing.		Page 3	
Proposed storage of recycled materials.		Page 3	
Does extraction occur below the water table / protection of groundwater.		Page 3	
Permanent or temporary structures.		Page 4	
Spill prevention and or dust control.		Page 4	
Proposed use after final reclamation as consistent with Ch. 74. Separate checklist for reclamation permit.		Page 4	

This checklist is required in addition to a complete application for a conditional use permit. Application may be deemed incomplete if required information is not submitted.

Conditional Use Permit – Mineral Extraction
Application Checklist

I. Legal Description

- a. CSM and/or exact metes & bounds.

Dane County Certified Survey Map number 3745, together with Parts of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 14, T.6N., R.12E., Town of Christiana, Dane County, Wisconsin, being more fully described as follows: Beginning at the S $\frac{1}{4}$ corner of Section 14; thence West, 1320 feet more or less to the Southwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ and the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1540 feet more or less to the Northwest corner of the South $\frac{1}{6}^{\text{th}}$ of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence East, 1320 feet more or less to the Northeast corner of said South $\frac{1}{6}^{\text{th}}$; thence North along the West line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1100 feet more or less to the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence East, 1320 feet more or less to the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ and the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 2300 feet more or less to a point lying 340 feet North of the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence West 130 feet; thence South, 340 feet to the South line of said $\frac{1}{4}$ - $\frac{1}{4}$; thence West along said South line, 1190 feet more or less to the point of beginning. The above described containing 121.3 acres more or less.

- b. Size of area requesting – acreage

Approximately 120 acres.

- c. Parcel number(s)

0612-144-90002

0612-144-85009

0612-143-8240-0

0612-143-9500-8

2. Written Statement

- a. General description of the operation.

The applicant and/or operator intend to use the subject property in connection with the mining and sale of crushed limestone aggregate. Primarily, the applicant and/or operator will blast, crush, store for sale, and transport crushed limestone aggregate for use in the Wisconsin Department of Transportation (hereinafter “DOT”) as it relates to the I-39/I-90 expansion project (hereinafter the “Project”).

b. Existing uses of the land.

The subject property has been used as a non-metallic quarry operation for nearly two (2) decades. The property surrounding the non-metallic quarry operation is almost exclusively agriculture, in which wheat, corn, soybeans and other agricultural products are planted and harvested.

c. Existing natural features including depth to groundwater.

There are no known existing natural features that pose substantial risk or problems to the proposed operation of a non-metallic mining operation. The aquifer is located approximately 84 feet from the surface. The applicant and/or operator will not exceed 70 feet of excavation depth.

d. Types and quantities of materials that will be extracted.

The applicant and/or operator will extract limestone from the subject property. For the next five (5) years, the intent is to extract between 400,000 and 800,000 tons of limestone per year from the subject property.

e. Proposed dates to begin extraction, end extraction and complete reclamation.

Extraction from the subject property has occurred continuously since 2002, pursuant to a conditional use permit previously issued. It is the intent of the applicant and/or operator to continue extraction until the expiration of the conditional use permit or upon removal of all useful aggregate, whichever is first. The plan is to extract limestone consistent with the aerial map included herein as Tab #6.

f. Proposed hours and days of operation.

The applicant and/or operator propose to operate pursuant to the following hours, which are ultimately necessary as a result of the Project:

- Normal operations - 6:00 a.m. to 9:00 p.m., Monday through Friday; 7:00 a.m. to 12:00 p.m., Saturday.
- Crushing - 6:00 a.m. to 9:00 p.m., Monday through Friday.
- Blasting – as permitted by law.
- Hauling/Transport – 24 hours/day, 7 days per week.

g. Geologic composition and depth to the mineral deposit.

We estimate that the glacial soils are between 1 and 3 ½ feet deep.

- h. Identify all major proposed haul routes to the nearest Class A highway or truck route. Indicate traffic flow patterns.

The applicant and/or operator will not haul over Koshkonong Road or any town road. All trucks hauling aggregate will exit the subject property to the south by using the private "haul road", which was constructed over and through the property directly to the south. The "haul road" intersects with County Hwy B, wherefrom trucks will travel to other county, state and/or federal highways.

- i. Proposed phasing plan (recommended for larger sites)

As you will see on the map attached hereto as Tab #6, there are no specific times and/or deadlines regarding the extraction of limestone. Instead, extraction will occur on an as-needed basis and will begin by moving south and east, with final extraction taking place to the southwest of the existing quarry. The pace of extraction will be largely dependent upon the need of the DOT as it relates to the Project.

- j. Types, quantities and frequency of use of equipment to extract, process and haul.

In addition to multiple dump trucks, graders, and excavators, we anticipate the need for a portable crushing plant onsite from March through December.

- k. Frequency of blasting, drilling, mining, crushing, screening, washing, refueling.

Based upon the need of the DOT as it relates to the Project, it is our rough estimate that blasting will occur onsite approximately 30 times per year. Crushing will likely occur on a continual basis. However, as needs change, this could be increased or decreased.

- l. Bulk fuel storage.

There will be no bulk fuel storage on the subject property.

- m. Asphalt batching or concrete mixing.

There will be no asphalt batching or concrete mixing on the subject property.

- n. Proposed storage of recycled materials.

It is the intent of the applicant and/or operator to recycle, crush and sell any recycled materials, including specifically concrete and asphalt.

- o. Does extraction occur below the water table / protection of groundwater?

It is not the intent of the applicant and/or operator to conduct extraction below the water table.

- p. Permanent or temporary structures.

Other than the owner's residence, which is located directly to the south of the non-metallic quarry operation, there also exists a temporary office trailer.

- q. Spill prevention and or dust control.

The applicant recently installed and will maintain an asphalt driveway and road. The applicant and/or owner will also use water bars during production.

- r. Proposed use after final reclamation as consistent with Ch. 74. Separate checklist for reclamation permit.

As indicated on the map attached hereto as Tab #6, there will be a four (4) acre, four (4) foot deep retention pond to the north of the existing quarry operation. The remaining portion of the property will be returned to agricultural use.

Dane County

Non-Metallic Mining Reclamation Permit Application

Zoning office use only

Permit #: _____
Date: _____

Landowner: Hepta S, Inc.
Address: 372 Koshkonong Road
Cambridge, WI 53523
Phone: (608) 423-4014
E-mail: _____

Agent: Stanley Lien
Address: 372 Koshkonong Road
Cambridge, WI 53523
Phone: (608) 423-4014
E-mail: _____

Address of site: 450 Koshkonong Road, Cambridge, Wisconsin 53523
(may need to be assigned)

Township: Christiana
Parcel #: 0612-144-90002
Parcel #: 0612-144-85009
Parcel #: 0612-143-8240-0
Parcel #: 0612-143-9500-8

Parcel #: _____
Parcel #: _____
Parcel #: _____
Parcel #: _____

Type of aggregate: Limestone

Total site acreage: Approximately 120 acres

Plan review fees: _____
(Less than one acre: NO FEE, 1 to 25 acres: \$875.00, 25 to 50 acres: \$1,100.00, More than 50 acres: \$1,300.00)

Non-conforming: Yes or No

Conditional use permit #: 2159
Effective Date: _____
Expiration Date: _____

Erosion control/Stormwater permit #: 0046515, ES20040262 Expiration Date: _____

I hereby request on behalf of the applicant a non-metallic mining permit. I certify, as duly authorized representative or agent that the operator listed above will comply with the statewide non-metallic mining reclamation standards established in ss. NR 135.05 through NR 135.15, Wis. Adm. Code. The applicant agrees to provide to Dane County an annual fee as established by county ordinance and site access for county officials necessary to evaluate this application and ensure compliance with a permit. Also, financial assurance standards as established in Ch. 74141 of Dane County Code of Ordinances.

Applicant signature: Kathleen M. Bjoern Date: 5-5-16

If the person applying (submitting the application in-person, at the counter) is not the landowner, a notarized statement authorizing the applicant to act as the landowner's agent must be attached.

Permit received by: _____ Date: _____

Permit reviewed by: _____ Date: _____

**This application must be submitted in person M - F, 8 A.M. - 4 P.M.,
with two copies of all permit materials to:
Dane County Zoning, 210 Martin Luther King Jr. Blvd. Room 116, Madison, WI**

Non-metallic Mining Reclamation Application Checklist

Applicant			Zoning	LCD
Plan Requirement	I	Location in Plan - page number	I	I
1. Site information - maps of the site including the general location, property boundaries, aerial extent, geologic composition and depth of the deposit, the distribution, thickness and type of soil, the approximate elevation of ground water, the location of surface waters and the existing drainage patterns.		Page 1		
2. Biological resources - plant communities and wildlife use at and adjacent to the site.		Page 1		
3. Existing topography - contour maps of the site at ten foot contour intervals.		Page 1		
4. Location of manmade features - on or near the site.		Page 1		
5. Plan view - (existing mines) showing the location and extent of land previously affected by non-metallic mining for existing sites.		Page 1		
6. Post-mining land use - consistent with local land use plans/local zoning.		Page 1		
7. Under exclusive agricultural zoning?		Page 1		
8. Reclamation measures - description of the proposed reclamation, including methods and procedures to be used and a proposed schedule for the completion of reclamation.		Page 1 & 2		
9. Proposed earthwork and reclamation - final slope angles, high wall reduction, benching and terracing.		Page 2		
10. Methods of topsoil - topsoil substitute material removal and storage.		Page 2		
11. Anticipated topography of the reclaimed site.		Page 2		
12. Plan map that shows surface structures - after the cessation of mining.		Page 2		
13. Estimated cost of reclamation.		Page 2		
14. Revegetation plan - shall include timing and methods of seed bed preparation, rates and kinds of soil amendments, seed application timing, methods and rates, mulching and any other techniques needed to accomplish soil and slope stabilization.		Page 2		
15. Standards for revegetation - may be based on the percent of vegetative cover, productivity, plant density, diversity or other applicable measures.		Page 2		
16. Erosion control and stormwater - chapter 14 requirements.		Page 3		
17. Description of interim reclamation.		Page 3		
18. Financial assurance - \$1500/acre.		Page 3		

Non-metallic Mining Reclamation
Application Checklist

Plan Requirement:

1. Site information – maps of the site including the general location, property boundaries, aerial extent, geologic composition and depth of the deposit, the distribution, thickness and type of soil, the approximate elevation of ground water, the location of surface waters and the existing drainage patterns.

See Tab #6.

2. Biological resources – plant communities and wildlife use at and adjacent to the site.

Surrounding areas are almost exclusively agricultural and are used for the growing and harvesting of crops, which include without limitation corn, soybeans, wheat and alfalfa.

3. Existing topography – contour maps of the site at ten foot contour intervals.

See Tab #14.

4. Location of manmade features – on or near the site.

Other than an existing residence and retention pond located on the subject property and a utility grid owned by American Transmission Company LLC directly across Koshkonong Road, there is no manmade feature that is directly adjacent to the subject property.

5. Plan view – (existing mines) showing the location and extent of land previously affected by non-metallic mining for existing sites.

See Tab #6.

6. Post-mining land use – consistent with local land use plans/local zoning.

It is the intent of the owner and/or operator to return the subject property to agricultural use after extraction has been completed as specified in the Reclamation Plan*, which is included herein as Tab #11.

7. Under exclusive agricultural zoning?

Yes.

8. Reclamation measures – description of the proposed reclamation, including methods and procedures to be used and a proposed schedule for the completion of reclamation.

See Reclamation Plan included herein as Tab #11. Generally, reclamation will occur on an ongoing basis as areas of the subject property are no longer needed for extraction or storage. Until final reclamation, which will occur upon complete extraction of limestone or the expiration of the CUP, whichever is earlier, reclamation will simply include smoothing of soil and planting of vegetation.

9. Proposed earthwork and reclamation – final slope angles, high wall reduction, benching and terracing.

See Reclamation Plan included herein as Tab #11. Generally, the reclamation will include 3:1 slopes and back slopes with no benching.

10. Methods of topsoil – topsoil substitute material removal and storage.

See Reclamation Plan included herein as Tab #11. Generally, we intend to strip, stockpile and replace when reclamation is appropriate.

11. Anticipated topography of the reclaimed site.

See Reclamation Plan as Tab #11. Generally we will proceed with 3:1 slopes with at least one inch (1”) of subsoil and four inches (4”) of topsoil.

12. Plan map that shows surface structures – after the cessation of mining.

The applicant does not anticipate any surface structures.

13. Estimated cost of reclamation.

It is estimated that the cost of reclamation will be approximately \$200,000.

14. Revegetation plan – shall include timing and methods of seed bed preparation, rates and kinds of soil amendments, seed application timing, methods and rates, mulching and any other techniques needed to accomplish soil and slope stabilization.

See Reclamation Plan as Tab #11. Generally we will proceed with 3:1 slopes with at least one inch (1”) of subsoil and four inches (4”) of topsoil.

15. Standards for revegetation – may be based on the percent of vegetative cover, productivity, plant density, diversity or other applicable measures.

See Reclamation Plan as Tab #11. Generally, we will slope at 3:1 and provide cover that is consistent with the surrounding agricultural uses.

16. Erosion control and storm water – chapter 14 requirements.

See the Erosion Control Plan included herein as Tab #10.

17. Description of interim reclamation.

Pursuant to the existing conditional use permit and the MSHA berm requirements, the applicant and/or operator will continue to reclaim those portions of the subject property that have been extracted and that are no longer needed for storage of aggregate by leveling and appropriately sloping the excavated area and planting vegetation on the same.

18. Financial assurance - \$1500/acre.

See letter of credit, included herein as Tab #13.

*The Reclamation Plan that is referenced throughout this narrative relates to the original conditional use permit that was issued for the subject property (#1262). If required, the operator will work with Dane County to file a revised and updated reclamation plan.



#1
State of Wisconsin | DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

June 22, 2007

File Code: 4560
FID# 998304450
998304450-G20

Mr. Michael H. Bjoin, Vice President
Bjoin Limestone Inc.
7308 West State Road
Janesville, WI 53545

Subject: Revised General Air Pollution Control Operation Permit

Dear Mr. Bjoin:

The enclosed revised general operation permit (GOP) provides authorization for you to operate your crushing plant(s) in accordance with the requirements and conditions set forth with in Parts I and II of the permit. Please read the GOP carefully. This GOP is permanent, it does not expire.

A copy of the permit should be available for inspection by any authorized representative of the Department. Questions about this permit should be directed to Joe Brehm, Bureau of Air Management, at the above address.

Installation of any new or additional primary crusher is required to obtain a construction permit. There is a general air pollution control construction permit also available, although you can apply for an individual permit if you so desire.

If you intend to recycle used materials, notification is especially important because additional review may be required. The GOP prohibits recycling of materials that contain asbestos. Please always make every effort to notify the Department well in advance of relocating so that you and the Department can work on any possible problems. Under State law [section 285.60(5)4., Wis. Stats.] you cannot relocate if the Department objects.

Please feel free to contact me with questions or comments. My telephone number is 608/267-7541.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

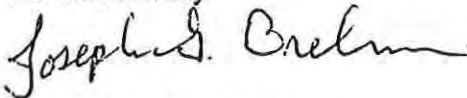
To request a contested case hearing pursuant to s. 285.81, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for a contested case hearing on the Secretary of the Department of Natural Resources. Any such petition for hearing shall set forth the issues

sought to be reviewed, the interest of the petitioner, the reasons why a hearing is warranted and the relief desired.

A person other than a permit holder or applicant may file a petition for a contested case hearing if the requirements of s. 285.81(2), Wis. Stats., are met.

For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary



Joseph G. Brehm, Engineer
Permits & Stationary Source Modeling Section
Bureau of Air Management

Enclosure

cc: Brian Barbieur - SCR/Janesville Service Center
AM/7

BEFORE THE DEPARTMENT OF NATURAL RESOURCES
AIR MANAGEMENT PROGRAM
FINDINGS OF FACT
CONCLUSIONS OF LAW
AND DECISION

Findings of Fact

The Department of Natural Resources (DNR) finds that:

- 1) Bjoin Limestone Inc., 7308 West State Road, Janesville, Wisconsin 53545, has applied for an air pollution control operation permit. The authorized representative of the facility is Michael H. Bjoin, Vice President.
- 2) Bjoin Limestone Inc., had submitted an air pollution control permit application and plans and specifications and any additional information describing the air pollution source.
- 3) DNR has reviewed Bjoin Limestone Inc.'s air pollution control operation permit application, plans, specifications and other information available to DNR.
- 4) DNR has prepared an analysis and a Preliminary Determination on the approvability of the operation permit application.
- 5) This permit is for the operation of a non-Part 70 synthetic minor source.
- 6) DNR has complied with the procedures set forth in NR 407.13, Wis. Adm. Code and s. 285.62, Wis. Stats.
- 7) The air contaminant source meets all of the applicable criteria in ss. 285.63 and 285.64, Wis. Stats.
- 8) DNR has complied with the requirements of s. 1.11, Stats., and ch. NR 150, Wis. Adm. Code.

Conclusions of Law

DNR concludes that:

- 1) DNR has authority under sec. 285.11(1), Wis. Stats., to promulgate rules contained in chs. NR 400-499, Wis. Adm. Code, including but not limited to rules containing emission limits, compliance schedules and compliance determination methods.
- 2) DNR has the authority under ss. 285.11(1), (5) and (6), 285.27(1) and (2) and 285.65, Wis. Stats., and chs. NR 400-499, Wis. Adm. Code, to establish emission limits for sources of air pollution.
- 3) DNR has the authority to issue air pollution control permits and to include conditions in such permits under ss. 285.60, 285.62, 285.63, 285.64, and 285.65, Wis. Stats.

- 4) DNR has the authority to revise air pollution control operation permits and to include conditions in such permits under ss. 285.67, Wis. Stats.
- 5) The emission limits included in this permit are authorized by ss. 285.65, Wis. Stats., and NR 400-499, Wis. Adm. Code.
- 6) DNR is required to comply with sec. 1.11, Stats., and ch. NR 150, Wis. Adm. Code, in conjunction with issuing an air pollution control permit.

Decision

Bjoin Limestone Inc. is authorized to operate a non-metallic mineral processing plant in conformity with the emission limits, monitoring, record keeping and reporting requirements and specific and general conditions set forth in this permit.

AIR POLLUTION CONTROL GENERAL OPERATION PERMIT

EI FACILITY NO: 998304450 PERMIT NO.: 998304450-G20
STACK NOS. S10, S12 SOURCE NOS. P10, P11, P12

This Operation Permit is permanent.

In compliance with the provisions of Chapter 285, Wis. Stats., and Chapters NR 400 to NR 499, Wis. Adm. Code,

Name of Source: Bjoin Limestone Inc.

Street Address: 7308 West State Road
Janesville, WI 53545

Responsible Official & Title: Michael H Bjoin, Vice President
608/876-6959

is authorized to operate a non-metallic mineral processing plant, consisting of a **Hewitt Robbins Primary Crusher, Serial Number 20x36, 60x723, Model 707, 1969**, and associated pool equipment, in conformity with the conditions herein.

This authorization requires compliance by the permit holder with the emission limitations, monitoring requirements and other terms and conditions set forth in Parts I and II hereof.

Dated at Madison, Wisconsin

June 22, 2007

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By /s/ Jeffrey C. Hanson
Jeffrey C. Hanson, Chief
Permits & Stationary Source Modeling Section

Note: Part II contains general requirements for all stationary and portable sources.

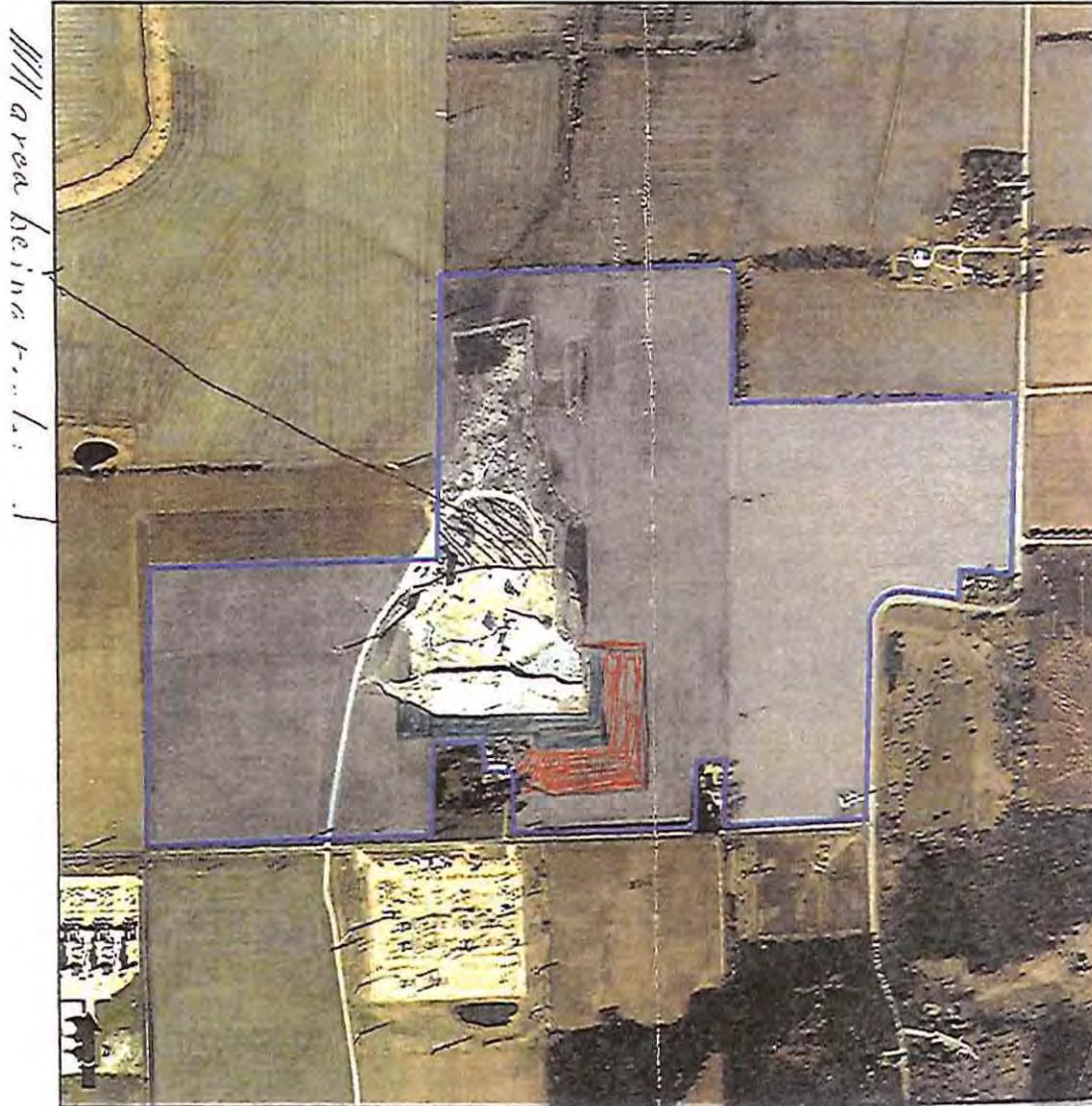


Dane County Annual Operator Report

In Accordance with the Dane County Non-Metallic Mining Reclamation Ordinance

Reclamation Permit # 98

Township Christiana
 Section # 14
 Operator T & T Stone



- Acreage currently affected by non-metallic mining extraction and not yet reclaimed since August 1, 2001: ~~7.5~~ 11.15 ac
- Amount of acreage that has been reclaimed to date, permanent or interim basis since August 1, 2001: 6.7 ac
- Highlight these acreages on the plan map provided.

The purpose of this report is to adopt and implement effective reclamation requirements for non-metallic mining sites in Dane County and to provide uniform and predictable reclamation standards in accordance with Wis. Admin. Code Ch. NR 135 and Wis. Stats. Ch. 295, subchapter 1.

This report is not intended to interfere with zoning rules or regulations or with existing permits relating to the location, operation or end uses of an existing non-metallic mining site provided the permits otherwise comply with the provisions of this subchapter.

"I certify that this information is true and accurate, and that the non-metallic mining site described herein complies with all conditions of the applicable non-metallic mining reclamation permit and ch NR 135, WI Admin Code."

[Signature] 10-22-15
 Signature Date

Page 2 Item 1



Dane County Zoning Division
City-County Building
210 Martin Luther King, Jr. Blvd., Room 116
Madison Wisconsin 53703
(608) 266-4266/266-9083 Fax (608) 267-1540

DANE COUNTY **CONDITIONAL USE PERMIT #2159**

THE ZONING AND LAND REGULATION COMMITTEE OF THE DANE COUNTY BOARD PURSUANT TO SECTION 10.255(2) OF THE DANE COUNTY CODE OF ORDINANCES DOES HEREBY:

GRANT Conditional Use Permit #2159 for a Mineral Extraction Site pursuant to Dane County Code of Ordinances Section 10.104 and subject to any conditions contained herein.

EFFECTIVE DATE OF PERMIT: APRIL 13, 2011 Expiration Date: APRIL 12, 2028

THE CONDITIONAL USE SHALL BE LOCATED ON THE PROPERTY DESCRIBED AS FOLLOWS:

Dane County Certified Survey Map number 3745, together with Parts of the SW 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, the SE 1/4 of the SW 1/4, and the NE 1/4 of the SW 1/4, all in Section 14, T.6N., R. 12E., Town of Christiansburg, Dane County, Wisconsin, being more fully described as follows: Beginning at the S 1/4 corner of Section 14; thence West, 1320 feet more or less to the Southwest corner of the SE 1/4 of the SW 1/4; thence North along the West line of said 1/4 - 1/4 and the West line of the NE 1/4 of the SW 1/4, 1540 feet more or less to the Northwest corner of the South 1/8th of said NE 1/4 of the SW 1/4; thence East, 1320 feet more or less to the Northeast corner of said South 1/8th; thence North along the West line of the NW 1/4 of the SE 1/4, 1100 feet more or less to the Northwest corner of said 1/4 - 1/4; thence East, 1320 feet more or less to the Northeast corner of said 1/4 - 1/4; thence South along the East line of said 1/4 - 1/4 and the East line of the SW 1/4 of the SE 1/4, 2300 feet more or less to a point lying 340 feet North of the Southeast corner of said 1/4 - 1/4; thence West, 130 feet; thence South, 340 feet to the South line of said 1/4 - 1/4; thence West along said South line, 1100 feet more or less to the point of beginning. The above described containing 121.3 acres more or less.

Parcel Numbers: 0612-144-9210-8, 0612-144-9500-8, 0612-144-9000-2, 0612-143-9500-8, 0612-143-8240-0

CONDITIONS:

- ~~1. The applicant shall submit an erosion control plan covering the entire site and for the duration of operations and receive approval of an erosion control plan prior to commencing extraction operations.~~
2. The applicant shall apply for and receive all other required local, state, and federal permits.
- ~~3. The operator shall maintain and operate the site according to the submitted site and operations plan.~~

4. Operations shall cease no later than fifteen (15) years from the date of issuance of the conditional use permit.
5. Reclamation shall be completed within one year after operations have ceased, and shall be phased according to the revised operations and reclamation plan.
6. Reclamation shall meet requirements of Chapter 74 of the Dane County Code of Ordinances.
7. All drive aisles shall be either graveled or paved according to revised operations plans, and shall be maintained in a dust free manner in accordance with local, state, and federal regulations.
8. Open excavation area shall not exceed eight (8) acres.
9. Hours of operations shall be limited to 6:00 a.m. to 9:00 p.m. Monday through Friday and 7:00 a.m. to 12:00 p.m. on Saturday. There shall be no Sunday operations. Crushing of stone shall be limited to 6:00 a.m. to 9:00 p.m. Monday through Friday. Crushing shall not be permitted on Saturday, Sunday or legal holidays.
10. There shall be a minimum of an 80 foot setback from all Township roadway right of way lines, and a minimum of a 200 foot setback from all property lines of other owners.
11. There shall be a safety fence around portions of the extraction area that contains high walls and/or steep slopes. That safety fence shall be a minimum of 6 feet in height with a single strand of barbed wire on the top. For areas that are not high walls or steep slopes, during operations, the edges of the extraction area shall be maintained at a slope no greater than 1:1. The site shall be signed "no trespassing".
12. All blasting shall be performed in strict accordance with State of Wisconsin rules and regulations. No explosives shall be stored on the quarry site.
13. The owner/operator shall notify, in writing, the Town of Christiana Clerk, local utility (Wisconsin Power and Light), and residents living within one-quarter mile of the open excavation area of the quarrying activity, the dates of blasting at the quarry. Said notification shall be provided more than 72 hours prior to blasting.
14. The operator shall use spray bars (water) in the crushing process to reduce dust. Use of spray bars is not required when the temperature is below freezing. The operator shall spray the site with water if and when needed to control dust.
15. The operator shall require all trucks, excavation, crushing, screening and washing equipment to have muffler systems which meet or exceed then current industry standards for noise abatement.
16. The applicant shall meet DNR standards for particulate emissions as described in NR 415.075, Wisconsin Administrative Code.
17. Owner/operator shall maintain liability insurance coverage in the amount of \$5,000,000 and maintained at that level or greater until the quarry is closed or CUP 2159 expires. Proof of insurance shall be submitted annually to the Township and the insurance Township shall be named as an additional insured.
18. The Dane County zoning administrator or designee may enter the premises of the operation to inspect those premises and to ascertain compliance with these conditions or to investigate an alleged violation. If the operation is not in reasonable compliance with the terms of this approval, such approval is subject to amendment or revocation.

**THE ZONING AND LAND REGULATION COMMITTEE AFTER PUBLIC HEARING
AND IN THEIR CONSIDERATION OF THE CONDITIONAL USE PERMIT MADE THE
FOLLOWING FINDINGS OF FACT:**

1. That the establishment, maintenance and operation of the proposed conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
2. That the uses, values, and enjoyment of other property in the neighborhood for purposes already permitted will not be substantially impaired or diminished by the establishment, maintenance, and operation of the proposed conditional use.
3. That the establishment of the proposed conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. That adequate utilities, access roads, drainage and other necessary site improvements will be made.
5. That adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. That the proposed conditional use does conform to all applicable regulations of the district in which it is proposed to be located.

EXPIRATION OF PERMIT

In addition to any time limit established as a condition in granting this CUP, Section 10.26(2)(h) of the Dane County Code of Ordinances provides that any use for which a conditional use permit has been issued, upon its cessation or abandonment for a period of one year, will be deemed to have been terminated and any future use shall be in conformity with the ordinance.



**DANE COUNTY
LAND CONSERVATION DEPARTMENT**

LYMAN F. ANDERSON AGRICULTURE & CONSERVATION CENTER
1 Fen Oak Ct., Rm. 208, Madison, Wisconsin 53718-8812
PH: 608/224-3730 • FAX: 608/224-3745
www.co.dane.wi.us/landconservation/

DATE: November 02, 2004

TO: Pete Conrad
Zoning Administrator

FROM: Aicardo Roa, Ph.D.
Urban Conservationist

RE: HEPTA Quarry, #74-98, Town of Christiana

The submitted Erosion Control and Storm Water Management plan meets the needs of the site.

The site consists of approximately 156 acres that will be used for gravel products and other forms of mineral extraction. The proposed future land use is agriculture (pasture, row-crops) after the minerals are extracted, the slopes of the future agricultural land less than 22% as shown in drawings 1 and 2. Presently, the runoff goes to the north from south and is internally drained. All of the runoff from the 156 acres of the gravel pit will be directed to the existing three sediment pond areas, and are internally drained.

The following conditions must be implemented:

1. The sediment pond must be expanded and updated according to the needs of the site. The site is internally drained and will remain internally drained.
2. The entire berm area and slopes are vegetated according to the reclamation plan.
3. The existing internally drained system meets the needs of the site. The detention basin will be enlarged, as needed.
4. The reclamation plan and final slopes are presented on map of the last page of the plan.
5. The stockpiles and soil berms around the perimeter of the quarry will be graded as presented in the plan. The bottom of the quarry will be top soiled 9 to 12 inches; and the slopes topsoiled 6 to 9 inches and graded.
6. The slopes outside of the lowest point of the site area will be graded 3:1. The vertical faces will be blasted down into a bench pattern, and where possible, slopes 3:1 will be established.
7. The entire berms at the east of the property will be restored and slope according to the reclamation plan.
8. All berms are seeded and mulched. The berm at the east side of the property has stable vegetation and drains to the south of the property.

Page 4 Item 16

9. These soils, due to the stripping procedure, will be compacted. All of the areas to be determined post-mining land use need to be deep-tilled or sub-soiled to allow the vertical permeability to function.

Quarry Reclamation

1. The reclamation plan is to return the site to agriculture and row crops.
2. The topsoil will be free of trees, brush, and other woody materials.
3. The backfill of the excavated pit will be done with clean, uncontaminated topsoil during the operation.
4. Redistribute the topsoil stockpiles from the berms, returning site grades to the predevelopment condition.
5. The topsoil will be deep-tilled to increase infiltration and reduce the compaction that occurred during the backfilling of the site.

Time Schedule:

September 15, 2005 Strip topsoil, separate subsoil and overburden. Construct berm and terraces.

May 30, 2005 Permanent seeding and mulching

This Cycle of striping separation of the overburden and construction of the berm will be done every year until year 2040. The reclamation of the site will proceed accordingly in the same manner.

The construction site will follow the plan according to the schedule approved by Dane County Land Conservation. The permit will expire on the final reclamation date included in the plan, and can only be amended prior to permit expiration.

This review is only for the requirements of Chapter 14, Dane County Code of Ordinances. Other approvals may be necessary. The applicant must obtain a permit card from the Dane County Zoning counter and display it on the site prior to disturbing ground. It is recommended that you contact Zoning prior to picking up the permit card to ensure that they have received a copy of this review.

HEPTA INC, Owner will notify Dane County that the plan has been implemented according to the design and specifications, as presented. Any proposed changes to the erosion control plan must be submitted in writing to the Dane County Zoning Office, with a copy given to Dane County Land Conservation Department for approval.

Reclamation Plan CUP 1262

Reclamation in all four (4) areas shall be accomplished as the areas achieve sufficient size that areas are no longer needed for stockpiling or quarrying activities. This to occur never longer than one (1) year after extraction activity.

All edge of quarry setbacks from roadways to begin at eighty (80) feet beyond (R.O.W.) cut at no greater than (3:1) and to cover with no less than three (3) feet of soil.

*Note that the present cover on nearly all of the indicated deposit will average three (3) feet in depth. The three (3) soil types which are present over this deposit describe depths to rock cap from twenty (20) to eighty (80) inches.

Each extraction area will be handled separately in regards to configuration of the bottoms. Bottoms (floors) will each have a one (1) percent slope cut and graded to offer adequate surface water movement and shall go in all cases sloped up toward Koshkonong Road with the bottom line to intersect the less than 30 degrees 3:1 cut slope from all roads involved in the extraction site. The transmission line easements noted in print shall be protected to their maximum width with cut back and cover to be set at a slope of no greater than 30 degrees (3:1) and covered (seeded) with appropriate cover crops for harvest and livestock use.

It is the intent of the owners that all slopes will be at no greater than 22.5 degrees to reduce problems in the future for crop production.

Surface water runoff shall be as notes for areas I, II and III in the north portion of area II with the use of three (3) acre detention areas. The elevations shown illustrate an easy and logical location(s) for the three (3) north areas. As extraction occurs, it will become easier to control surface runoff than is currently occurring naturally. Waterways (13' bottoms) shall be constructed as needed. The south area (IV) slopes mostly north as noted. However, the extraction would start on the south slope and will need not be addressed except as shown with the three (3) acre detention acre south of the deposit and down slope to a presently used grassed runoff area.

Ground water

The visual description of this deposit will help to illustrate part of the ground water pollution potential. The elevation (USGS) show 950' as the top and 812' at the spillway of the Rockdale dam (USGS benchmark).

As this deposit is showing to bottom out at about 880' (elevation) you will note that there are a number of notes on the print indicating well water depths, a small cave and a beer curing cave in Rockdale. All showing either no water or water at depths no nearer than thirty (30') beyond the bottom of the deposit (850' USGS). There are no springs or wet areas in evidence on the deposit slopes or at the edges.

Air concerns

Lime quarry activity (blasting, crushing, grinding) creates a dust that if observed over time does two things, one it goes up about 20 feet and settles down or it attaches (because it has its' own moisture) to whatever and is carried around. Lime (quarry) dust does not go anywhere.

Traffic flow and effect on roads traffic will be one of the two ways, one Koshkonong west to Clearview south to CTH B (Class A) and second would be to go south across Section 23 to CTH B. The present road decks and beds are not capable of handling continuous heavy truck traffic. The offer at the County and Town level was to provide adequate material to give the 1.6 miles to be used capacity to handle loading associated with Class A requirements. Any road built to Class A (base lift and deck) specs will stand up for the life of this CUP 1262.

Road Safety

Unless something strange happens trucking from a safety standpoint will be no different than it is today.

Wisconsin storm water permits Industrial site

Detailed information

Permittee: T&T Stone Co Site Name: T&T Stone Co Quarry Site Address: 450 Koshonong Rd Minor Civil Division: CHRISTIANA MCD Type: T Primary SIC Code: 1420 Secondary SIC Code(s):	County: Dane FID: 113325300 FIN (Facility ID): 22475 Permit No: 0046515 DNR Region: SC Permit Name: Nonmetallic Mining Operations
--	--

Status: 6 - PERMIT COVERAGE GRANTED

- Use your browser's (Back Button) to return to list
- [New Search](#) for Industrial Permit data
- Return to [Wisconsin Storm Water Industrial Permits](#)

* This data is subject to our [Legal Notices, Disclaimers, and Terms of Use](#).

Contact information

For information on this page, contact:

[Jim Bertolacini](#)

Storm Water Program Coordinator

Last revised: Thursday, October 11, 2012

Page

LETTER OF CREDIT AGREEMENT

(Standby or Documentary)

(Do not use for consumer transactions of \$25,000 or less governed by the Wisconsin Consumer Act)

Bank of Deerfield

15 S. Main St., P.O. Box 85
Deerfield, WI 53531

(NAME AND ADDRESS OF BANK)

In consideration of any letter of credit ("Credit") opened by the above-named bank ("Bank") at the request of the undersigned ("Customer"), and other good and valuable consideration, the Customer agrees with Bank as follows, effective the date of this Agreement:

1. Credits. Any Credit opened by Bank on or after the date of this Agreement upon application of the Customer shall be governed by the terms and conditions of this Agreement unless instructions written in connection with the Credit expressly provide otherwise. This Agreement is not a commitment by Bank to issue any Credit. Credits will be issued only upon the receipt of a separate application of the Customer for each Credit in a form and manner acceptable to Bank, and acceptance of that application by Bank, and are subject to the requirements on or before the date of issuance Bank shall have received such resolutions, mortgages, security agreements, financing statements, financial statements, and other documents and instruments as Bank may request.

2. Reimbursement and Other Payment.

(a) **Reimbursement.** The Customer agrees to pay to Bank at its principal office, in United States currency, the amount of any draft drawn under, or purporting to be drawn under, a Credit in accordance with payment terms set forth or referenced in the application for the Credit under which the draft is or is purported to be drawn. Customer also agrees to pay to Bank, upon demand following the occurrence of an Event of Default, the full amount of all drafts which according to all outstanding Credits Bank could be required to pay at any time, which sum Bank shall hold for the account of the Customer, without interest, for the purpose of honoring any drafts when presented under such Credits. Any excess remaining after Bank pays all drafts drawn under such Credits, all such Credits expire and all Obligations as defined in this Agreement are paid in full, shall be returned to the Customer.

(b) **Interest.** The Customer agrees to pay to Bank interest on all sums advanced by Bank without prior reimbursement by the Customer at the rate and times set forth or referenced in the application for the Credit under which the sums were advanced by Bank and interest on all other amounts unpaid by the Customer under this Agreement, until payment in full, payable upon demand at the highest rate specified in any application for a Credit.

(c) **Fees, Costs and Expenses.** The Customer agrees to pay Bank, upon demand, its fees specified in the applications for Credits and all costs and expenses (including reasonable charges for legal services and expenses) paid or incurred by Bank in connection with a Credit, including fees and charges, if any, imposed by a correspondent bank for providing services relating to a Credit. If any change in law or regulation or in the interpretation of a law or regulation by any court or administrative or governmental authority charged with the administration of the law or regulation shall either (i) impose, modify or deem applicable any reserve, special deposit or similar requirement against letters of credit issued by Bank, or (ii) impose upon Bank any other condition regarding this Agreement or any Credit, and the result of any event referred to above is to increase the cost to Bank of issuing or maintaining a Credit, then, upon demand, the Customer shall pay to Bank such additional amounts as shall, in the judgment of Bank, be sufficient to compensate Bank for such increased costs, together with interest on such amount from the date demanded until payment in full at the highest rate specified in any application for a Credit.

3. Representations and Warranties. The Customer, as of the date of issuance of each Credit, (a) represents and warrants to Bank that each financial statement of Customer furnished to Bank is correct and complete and fairly presents the financial condition of the Customer as of the date of the financial statement and, since the date of the last such financial statement, there has been no material adverse change in the financial condition of the Customer, and (b) makes and affirms the Customer's representations and warranties to Bank contained in any existing and future agreement between the Customer and Bank, and any additional representations and warranties described in Exhibit A, if one is attached to this Agreement.

4. Covenants. The Customer shall, so long as any Credit is outstanding, and until Bank has been reimbursed for payments made by it under any Credit and all Obligations as defined in this Agreement have been paid in full, timely comply with (a) the Customer's duties, undertakings and covenants in this Agreement, (b) the Customer's covenants to Bank contained in any existing and future agreement between the Customer and Bank, (c) any additional covenants set forth in Exhibit B, if one is attached to this Agreement, and (d) any requests Bank may make from time to time for information respecting the financial condition of the Customer.

5. Documents. Except as expressly provided in any Credit, the Customer agrees:

- Bank and its correspondents may receive and accept as "Bills of Lading" relative to a Credit any documents issued or purported to be issued by or on behalf of any carrier which acknowledges receipt of property for transportation, whatever the specific provisions of such document, and that the date of each such document shall be deemed the date of shipment of the property mentioned therein.
- Part shipments may be made under a Credit and Bank may honor the related Drafts without inquiry, regardless of any apparent disproportion between the quantity shipped and the amount of the related draft or the total amount of the Credit and the total quantity to be shipped under the Credit, but in no event shall Bank be required to honor drafts which exceed the total amount of the Credit.
- If a Credit specifies shipments in installments within stated periods, and the shipper fails to ship in any designated period, shipments of subsequent installments may nevertheless be made in their respective designated periods and Bank may honor the related drafts, but in no event shall Bank be required to honor drafts which exceed the total amount of the Credit.
- Bank and its correspondents may receive, accept or pay as complying with the terms of a Credit, any drafts or other documents, otherwise in order, which purport to be signed by, issued by, or issued to an administrator, executor, trustee in bankruptcy, assignee for the benefit of creditors, receiver or other legal representative of the party authorized under the Credit to draw or issue drafts or other documents; provided that Bank may refuse to accept such drafts or other documents until it is satisfied as to the power and authority of the signer.
- Without limiting any of the foregoing, Bank and its correspondents may accept documents of any character which comply with the provisions, definitions, interpretations and practices contained in the "Uniform Customs and Practice For Documentary Credits" published by the International Chamber of Commerce (revision in effect at the time of the issuance of the Credit) or which comply with the laws or regulations in force and the customs and usages of the place of shipment or negotiation.

6. Exonerating and Indemnifying Clauses.

- Delivery to Bank or any of its correspondents of any documents purporting to comply with the requirements of a Credit shall be sufficient evidence of the validity, genuineness and sufficiency of those documents and of the good faith and proper performance of drawers and users of the Credit, their agents and assignees; and Bank and its correspondents may rely on them without liability or responsibility with respect thereto, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged.
- Bank is expressly authorized and directed to honor, without notice to the Customer any draft which is made under and in compliance with the terms of a Credit without regard to, and without any duty on Bank's part to inquire into, the existence of any disputes or controversies between the Customer, any beneficiary of any Credit or any other person or the rights, duties or liabilities of any of them.
- Bank and its correspondents shall not be liable or responsible to the Customer for (i) the use which may be made of any Credit or for any act or omission of any beneficiary, (ii) any delay in giving or failing to give any notice, (iii) any error, neglect or default of any of its correspondents, (iv) the validity, genuineness or genuineness of any document assigning or purporting to assign the Credit or any benefits thereunder or any act in reliance thereon, (v) any error in translation or in the interpretation of technical terms, (vi) errors, delays, losses or misdeliveries in transmission of telegrams, cables, letters or other communications or documents or items forwarded in connection with a Credit or any draft, (vii) any failure of any draft to bear any reference or adequate reference to the Credit, (viii) the fact that any instructions to Bank by one purporting to be acting on behalf of the Customer, or any signature or other act by such person, is wholly or in part insufficient, erroneous, unauthorized, fraudulent or otherwise invalid, (ix) the existence, character, quality, quantity, condition, packing, value or delivery of the property, if any, purported to be the subject of the Credit ("property"), (x) any difference in character, quality, quantity, condition or value of the property from that expressed in any documents presented or required to be presented to Bank in order to cause payment by Bank or its correspondents to the beneficiary of any Credit, (xi) the time, place, manner or order in which shipment of the property is made, (xii) any partial or incomplete shipment, or failure or omission to ship any or all of the property referred to in any Credit, (xiii) the character, adequacy, validity or genuineness of any insurance, (xiv) the solvency or responsibility of any insurer, or for any other risk connected with insurance, (xv) any deviation from instructions, delay, default or fraud by the shipper or any other in connection with the property or the shipping of the property, (xvi) the solvency or responsibility of any party issuing any documents in connection with the property, (xvii) any delay in arrival, or failure to arrive, of either the property or any documents, (xviii)

the failure of any documents to accompany any draft at negotiation, or the failure of any person to note the amount of any draft or to surrender or take up the Credit, (xix) the failure of any document to conform to, or to be presented under, a Credit in any instance where the Customer or the Customer's agent, upon request, has received documents and/or the property represented by or in the document, (xx) any payment of drafts on shipments in installments regardless of whether prior shipments have been timely, (xxi) any breach of contract between the shipper or vendor and the consignee or buyer, and (xxii) any other good faith action or inaction by Bank or its correspondents.

- (d) If the Credit specifies that a document accompanying a draft shall state that a contract or other agreement is in default or that there has been nonperformance thereunder, no description of or reference to the nature of such default or nonperformance shall be necessary unless the Credit expressly requires otherwise and in no event shall Bank be required to verify the correctness of such statement or of any other statement made relating to the Credit.
- (e) Any action taken or omitted by Bank or its correspondents in connection with any Credit or Instructions of the Customer shall, if in good faith, be conclusively deemed authorized by the Customer, whether expressly so or not.
- (f) If any Credit shall have been requested by the Customer for the accommodation of a third party, any Instruction, consent, approval and other action or inaction of such third party with respect to the Credit or transactions thereunder shall be deemed to be the act or omission of the Customer, and Bank shall be entitled to rely thereon.
- (g) The Customer shall be deemed to have waived any objection to and to have ratified and approved any variation between the documents called for by the Credit or the Customer's instructions and the documents accepted by Bank or its correspondents unless the Customer files a written objection with Bank immediately upon receipt of the document or knowledge of such variation. Any variance consented to or approved by the Customer, including but not limited to payment or acceptance of overdrafts or irregular drafts, does not affect the rights of Bank under this Agreement or with respect to any Credit.
- (h) The Customer indemnifies and holds harmless Bank and its correspondents from and against any and all claims, damages, losses, liabilities, costs and expenses (including any reasonable charges for legal services and expenses) whatsoever which Bank or its correspondents may incur in connection with the issuance and administration of each Credit (whether drawn on or not) and the enforcement of this Agreement; except that the Customer shall have claim against Bank, and Bank shall be liable to the Customer, to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by the Customer which the Customer proves were caused by (i) Bank's willful misconduct or gross negligence in determining whether documents presented under a Credit comply with the terms of the Credit or (ii) Bank's willful failure to pay under a Credit after the presentation to it by the beneficiary of the Credit of a draft strictly complying with the terms and conditions of the Credit.

7. Security and Obligations. The Customer grants to Bank a security interest and lien in any deposit balance or other money now or hereafter owed the Customer by Bank (except accounts, the interest on which is exempt from federal income tax) to secure all debts, obligations and liabilities of the Customer to Bank under this Agreement whether now existing or hereafter incurred ("Obligations"). The Obligations are also secured by all existing and future security agreements and mortgages between Bank and the Customer, between Bank and any guarantor of this Agreement, and between Bank and any other person providing collateral security for the Obligations to the extent not prohibited by the Wisconsin Consumer Act, if applicable. Bank may, at any time after the occurrence of an Event of Default, without notice or demand, set-off any credit balance or other money now or hereafter owed any Customer by Bank against any amount owing on the Obligations. The Customer agrees on demand by Bank to deliver, convey, transfer or assign to Bank as security for the Obligations, additional security of a value and character satisfactory to Bank.

8. Events of Default. Upon the occurrence of one or more of the following Events of Default:

- (a) **Nonperformance.** The Customer fails to pay when due any of the Obligations or to perform, or rectify breach of, any undertaking by the Customer in this Agreement or in any evidence of or document relating to the Obligations or in any agreement securing the Obligations;
- (b) **Inability to Perform.** The Customer or surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or other insolvency proceedings;
- (c) **Misrepresentation.** Any representation made to induce Bank to issue a Credit is false in any material respect when made; or
- (d) **Insecurity.** Any other event which causes Bank, in good faith, to deem itself insecure;

all of the Obligations shall, at the option of Bank and without notice or demand, become immediately payable with interest as provided in section 2(b); and Bank shall have all of the rights and remedies for default provided by law, and any evidence of or document relating to or securing the Obligations. The Customer shall reimburse Bank for all expenses incurred by Bank in protecting or enforcing its rights under this Agreement, including without limitation, reasonable charges for legal services and expenses.

9. Power of Attorney. The Customer irrevocably appoints any officer of Bank as the Customer's attorney, with power to execute, but not obligated to do so, in the name of the Customer, assignments, endorsements or other instruments or documents of any kind or description coming into the possession of Bank under a Credit or instructions of the Customer, and to execute, file, register or record any document or instrument and to do such other acts as the Customer may be required to do under this Agreement.

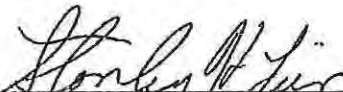
10. Miscellaneous.

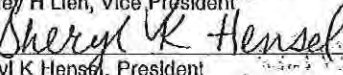
- (a) **Waiver.** Bank and its correspondents have no duty to exercise any right granted to them under this Agreement and failure to exercise any right shall not be deemed a waiver of such right. Bank shall not be deemed to have waived any of its rights under this Agreement unless Bank shall have signed such waiver.
- (b) **Notice.** Any notice required under this Agreement shall be deemed to have been properly given if deposited in the United States mail or delivered to a telegraph, wireless or radio company, addressed, if to the Customer, to the Customer at the last address of the Customer appearing on the books of Bank and, if to Bank, to it at its address shown above. If this Agreement is signed by more than one Customer, notice to one of the Customers is sufficient.
- (c) **Transfer.** Without the prior written consent of Bank, this Agreement may not be assigned and, unless expressly provided otherwise in the application, no Credit issued under it may be transferred.
- (d) **Interpretation.** This Agreement and any Credits issued under it shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. Except as otherwise expressly provided in this Agreement or in any Credit, Bank may rely for interpretation of any Credit or instructions or documents related thereto or issued under or in purported compliance with any of the above, on the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce (revision in effect at the time of issuance of the Credit) or the International Standby Practices published by the International Chamber of Commerce (revision in effect at the time of issuance of the Credit), as applicable according to the terms of the Credit.
- (e) **Severability.** If any term or condition of this Agreement is held to be invalid, or unenforceable, all other terms and conditions of this Agreement shall remain in full force and effect.
- (f) **Effect of Agreement.** This Agreement shall remain in full force and effect and shall apply with respect to every Credit issued by Bank at the request of the Customer on or after the date hereof and prior to receipt by Bank of written notice to the contrary from the Customer.
- (g) **Persons Bound.** The Obligations under this Agreement of all Customers are joint and several. This Agreement is binding upon the heirs, personal representatives, successors and assigns of the Customer and inures to the benefit of Bank, its successors and assigns. The Customer acknowledges receipt of a copy of this Agreement.

Dated July 15, 2011 _____

HEPTA S, Inc. _____ (SEAL)

A Wisconsin Corporation _____
(Type of Organization)

By:  _____ (SEAL)
Stanley H Lien, Vice President

By:  _____ (SEAL)
Sheryl K Hensel, President

_____ (SEAL)

_____ (SEAL)

Attach Exhibit A with additional warranties, if any.
Attach Exhibit B with additional covenants, if any.

Boxes Checked Are Applicable.
Boxes Not Checked Are Not Applicable.

IRREVOCABLE STANDBY LETTER OF CREDIT

Bank of Deerfield
15 S. Main St., P.O. Box 85
Deerfield, WI 53531
(NAME AND ADDRESS OF ISSUING BANK)

BENEFICIARY: Dane County Planning & Development LETTER OF CREDIT NO. 533 DATE July 15, 2011
210 Martin Luther King Jr. Blvd Room 116
Madison, WI 53703

WE HEREBY AUTHORIZE YOU TO DRAW ON US FOR THE ACCOUNT OF HEPTA S, Inc.

UP TO AN AGGREGATE AMOUNT OF Twenty Two Thousand Five Hundred and 00/100 (\$ 22,500.00)
AVAILABLE BY YOUR DRAFTS AT SIGHT TO BE ACCOMPANIED BY

All demands requested by Dane County Planning & Development, must be accompanied by a statement signed by an authorized representative stating that HEPTA S, Inc., its heirs or assigns have defaulted or failed to perform pursuant to the terms specified in the special instructions noted below in this agreement. All such demands shall be honored on presentation without notice to or subject to confirmation by HEPTA S, Inc.

SPECIAL INSTRUCTIONS:

ALL BANKING CHARGES OTHER THAN ISSUING BANK'S ARE FOR BENEFICIARY'S ACCOUNT.
PARTIAL DRAWINGS PERMITTED NOT PERMITTED.

ALL DRAFTS MUST BE MARKED "DRAWN UNDER LETTER OF CREDIT OF Bank of Deerfield
(NAME OF ISSUING BANK)

NO. 533 DATED July 15, 2011

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. WE AGREE WITH YOU TO PAY DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT IF PRESENTED AT THIS OFFICE TOGETHER WITH THIS LETTER OF CREDIT ON OR BEFORE THE CLOSE OF OUR BUSINESS ON July 15, 2012.

July 15, 2011
(DATED)
Bank of Deerfield
NAME OF BANK
BY Bruce K. Gibson
AUTHORIZED SIGNATURE
Bruce K. Gibson, Vice President

Loan Number: 61395

Financial Link®

W.B.A. (L/C) 100 (11/84) 11241

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APPLICATION FOR STANDBY LETTER OF CREDIT

Boxes Not Checked Are Inapplicable

Bank of Deerfield
15 S. Main St., P.O. Box 85
Deerfield, WI 53531
(NAME AND ADDRESS OF ISSUING BANK)

July 15, 2011 DATE

PLEASE ISSUE YOUR IRREVOCABLE STANDBY LETTER OF CREDIT AND TRANSMIT IT (AT YOUR OPTION, DIRECTLY OR THROUGH YOUR CORRESPONDENT) BY: MAIL AIRMAIL AIRMAIL, WITH PRELIMINARY CABLE ADVICE FULL CABLE TO APPLICANT FOR TRANSMISSION TO THE BENEFICIARY DIRECT TO THE BENEFICIARY.

Table with 2 columns: FOR ACCOUNT OF (APPLICANT) and IN FAVOR OF (BENEFICIARY). Includes HEPTA S, Inc. details and beneficiary information for Dana County Planning & Development.

THIS CREDIT (CHECK ONE):

- WILL BE ISSUED IN, AND IS SUBJECT TO THE TERMS OF, THE FORM OF STANDBY LETTER ATTACHED.
IS AVAILABLE BY DRAFT(S) DRAWN ON ISSUING BANK AT SIGHT ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

SPECIAL INSTRUCTIONS:

ALL BANKING CHARGES OTHER THAN ISSUING BANK'S ARE FOR BENEFICIARY'S ACCOUNT. PARTIAL DRAWINGS PERMITTED NOT PERMITTED.

PAYMENT TERMS (CHECK ONE): THE AMOUNT OF EACH DRAFT HONORED BY BANK IS PAYABLE BY APPLICANT TO BANK

- IMMEDIATELY UPON PRESENTATION OF THE DRAFT.
ON DEMAND AFTER PRESENTATION OF THE DRAFT.
ONE MONTH AFTER THE DATE OF ANY DRAFT HONORED BY BANK.

INTEREST: THE AMOUNT OF EACH DRAFT HONORED BY BANK FOR WHICH BANK HAS NOT BEEN REIMBURSED BY APPLICANT BEARS INTEREST PRIOR TO THE DUE DATE FROM THE DATE HONORED AT THE RATE OF 8.250% PER YEAR AT AN ANNUAL RATE EQUAL TO THE RATE ANNOUNCED BY BANK FROM TIME TO TIME AS ITS PRIME RATE ("PRIME RATE"), PLUS n/a%, AND THE RATE SHALL CHANGE WHEN AND AS THE PRIME RATE CHANGES n/a

INTEREST IS COMPUTED ON THE BASIS OF THE ACTUAL NUMBER OF DAYS ELAPSED IN A 360 DAY YEAR IN A 365 DAY YEAR. INTEREST IS PAYABLE ON DEMAND AT THE SAME TIME PRINCIPAL IS PAYABLE. DEFAULT RATE: THE AMOUNT OF A DRAFT NOT REIMBURSED WHEN DUE BEARS INTEREST UNTIL PAID AT THE DEFAULT RATE OF .00% PER YEAR PRIME RATE, PLUS n/a%, AND THE RATE SHALL CHANGE WHEN AND AS THE PRIME RATE CHANGES, COMPUTED ON THE SAME BASIS n/a

FEES:

BANK MAY ISSUE THE LETTER OF CREDIT WITH SUCH VARIATIONS FROM THE ABOVE TERMS AS BANK MAY, IN ITS DISCRETION, DETERMINE ARE NECESSARY AND ARE NOT MATERIALLY INCONSISTENT WITH THIS APPLICATION. THE CREDIT IS SUBJECT TO A LETTER OF CREDIT AGREEMENT BETWEEN BANK AND APPLICANT.

APPROVED BY: Bruce K. Gibson (BANK OFFICER)

L/C NO. 533

HEPTA S, Inc. By: Stanley H. Lien, Vice President By: Sheri K. Hensel, President 372 Koshkonong Road, Cambridge, WI 53523 (NAME AND ADDRESS OF APPLICANT)

COPY

292002

295009

191602

19503

385000

380005

Quarry

900 ft

485009

382111

900 ft

932 ft

382400

387106

495007

390003

395008

490002

932 ft

750 ft

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