

**CITY OF HANOVER
PLANNING COMMISSION MEETING
NOVEMBER 26, 2018
AGENDA**

CHAIR
STAN KOLASA

COUNCIL LIAISON
DOUG HAMMERSENG

BOARD MEMBERS
JIM SCHENDEL
MICHAEL CHRISTENSON
MICHELLE ARMSTRONG
DEAN KUITUNEN

- 1. Call to Order and Pledge of Allegiance: 7:00 p.m.**
- 2. Approval of Agenda**
- 3. Approval of Minutes from October 22, 2018, Regular Meeting**
- 4. Citizen's Forum**
- 5. Public Hearing**
 - a. Amendments to the Zoning Ordinance Related to Home Occupations**
 - b. Amendment to an Interim Use Permit Extending the End Date for the Mining Operation Known as the Mahler Pit**
- 6. Unfinished Business**
- 7. New Business**
- 8. Reports and Announcements**
 - a. Planning Commission Reports**
 - b. Liaison Report**
 - c. Staff Reports**
- 9. Adjournment**

**CITY OF HANOVER
PLANNING COMMISSION MEETING
OCTOBER 22, 2018
DRAFT MINUTES**

Call to Order/Pledge of Allegiance

Stan Kolasa called the October 22, 2018, Planning Commission Meeting to order at 7:00 pm. Members present were Stan Kolasa, Jim Schendel, Michelle Armstrong, Dean Kuitunen and Mike Christenson. Also present City Planner Cindy Nash and Administrative Assistant Amy Biren. Absent: Council Liaison Doug Hammerseng. Several guests were present.

Approval of Agenda

MOTION by Schendel to approve the agenda, seconded by Armstrong.

Motion carried unanimously.

Approval of Minutes from the September 24, 2018 Regular Meeting

MOTION by Armstrong to approve the September 24, 2018, minutes, seconded by Kuitunen.

Motion carried unanimously.

Citizen's Forum

None

Public Hearing

Comprehensive Plan Review and Public Comment

Kolasa closed the Planning Commission meeting at 7:02 pm and opened the Public Hearing for the Comprehensive Plan 2040 review and to receive public comment.

Nash directed the Board's attention to the draft section of the packet and reviewed the information. She pointed out the goals established and the planning principles that corresponded with each goal.

At the Land Use section of the draft, Nash stated that this section looks out 20 years with some portions of the map looking further into the future in order to plan ahead for potential development. She went on to focus on several of the land use categories:

Rural Residential: Properties included in this category tend to be rural in nature with the intent to further subdivide them into categories of those anticipating having water and sewer extended to them and others which are more agricultural in nature that would remain on well and septic and have larger lots of 2.5 acres or more.

Neighborhood Residential: Properties that may or may not be developed into moderately-dense residential uses dependent on location to services. Some properties may need to wait until water and sewer is provided to properties located before them and as services move outward.

Multi-family Residential: Properties that will have a higher density than those located in the single family home areas. This would allow apartments, twin homes, or quads. Typically, this category includes dwellings of four or more.

Commercial: Properties are more vehicle related, meaning that a person has to drive to them, and are typically located near a main thoroughfare.

Downtown River District Commercial: Properties that are more mixed use in nature with the intent of being pedestrian-friendly.

The land use map guides how properties can be zoned and indicated on the zoning map. For example, some properties may be guided a certain way, but will not be zoned differently from what they are currently

zoned. Nash gave the example of a farm that is zoned Residential Agriculture, but guided as Neighborhood Residential. If the farm land is sold to a developer, the developer would need to apply to rezone the land in order to develop it. The zoning map is a current document and deals with what is allowed within each zoning district.

In the Transportation portion of the Comprehensive Plan, Nash showed the classification of the roads within the Hanover city limits along with proposed roads. This portion of the plan is the same as what was presented for the 2030 Plan.

Nash showed the proposed parks and trails indicating that the proposed parks are for a general area, not a specific location. She also pointed out the proposed Crow River Regional Trail system. Nash reminded the members that some of the trails are sidewalk connections or share-the-road portions.

Kolasa asked for public comments.

Nash read an email from Greg Willhite, 10528 Rosedale Avenue North, stating he is opposed to the rezoning of his property. Nash responded that in the current zoning map, his property is zoned Residential Agriculture and in the proposed land use map, it is guided as Neighborhood Residential. This does not mean that any changes for the use of the property is planned. The land use map allows the property owner the opportunity to develop in the future if they choose to do so.

MaryAnn Hallstein, 339 Jandel Avenue NE: I am speaking for my parents, the Willhites, who are not in favor of the density that is being proposed for their property. They would like it to remain rural in nature and have larger lot development.

Nick Bovee-Gazett, 780 Kayla Lane: He had a prepared statement that is included as part of the minutes (see attached) and can be summarized as follows: Bovee-Gazett is running for one of the open Council seats in November and recently moved to Hanover. He believes that a development such as the Hanover Cove could do a better job in following the Comprehensive Plan and mentions the EAW and the traffic study and that the density planned needs to be lowered. More businesses need to be encouraged and the trail/park system needs expansion.

Claudia Pingree, 11711 Riverview Road: She doesn't see much for mixed use in the Comprehensive Plan draft. The City needs to increase businesses and the tax base. She thinks that Hanover Cove would be a great place for mixed use, such as two-story building that has housing on the top floor and a business on the first floor. There needs to be something for seniors and mentioned a proposed development in St. Michael that would have "carriage homes".

Jim Zajicek, 10595 Prairie Lane: He just came from a Joint Powers Meeting (as Council representative) and had talked to the St. Michael mayor about this development. The proposed development is very similar to what the patio homes will be like in the Hanover Cove.

Joyce Paullin, 10620 Rosedale Avenue North: She had called City Hall and asked about how taxes would be affected by the proposed land use changes. Nash replied that the assessor sets how a property is taxed and it is based on its use, not how it is guided. Paullin explained that her house is about a quarter of a mile off of Rosedale and that it would a long way for water and sewer to be installed. Their property is also farmed. Nash responded that she did not see why the County would change how it is taxed.

Paullin continued with a concern about the amount of traffic on CSAH 19 and how it has become a through route for many people that do not live in Hanover. Nash said that both counties are looking at their long-

range transportation plans and are aware of the traffic issues in Hanover. Unfortunately, changes in transportation routes often happen after development occurs and the people are living in the area.

DeAnne Jarvis, 10584 Rosedale Avenue North: She is a realtor and is selling her house and would like to know how to disclose this information to a potential buyer. Nash responded that it can be difficult to anticipate housing trends and that a good way to disclose this information would be to state that it is proposed to be guided as Neighborhood Residential, it is zoned Residential Agriculture and that there are no plans at this time to develop the area.

Sara Bechtold, 10560 Rosedale Avenue North: My husband and I farm the Bechtold Farm. I realize that the land use map is just a guide, but it feels like there is an expiration date on the property and that we can only farm it so long. With the land use map determining the zoning map, there is concern about the impact will be on the property. Nash referred to the text part of the Comprehensive Plan draft where it states that this area may have agricultural uses and would be zoned as such until a time when the property would be proposed to be developed. Nash went on to say that the land use map also helps guide the engineer when determining the size of pipes for water and sewer—while the services may not reach a far southern parcel in Hanover, planning ahead for future services will save time and money. She also said that a city cannot stop you from farming the land.

Bovee-Gazett restated Nash's comment about transportation routes being improved after people live in the new developments and asked if there was a way to move up a timeline for improvements. Nash said that every city experiences that lag between road improvements and development. There really is no way to move up a road improvement timeline unless a city pays for it themselves.

Zajicek commented that there is competing development going on in neighboring cities and that traffic increases will not happen all at one time, but gradually.

Paullin commented that she is worried about where all of the added children will go to school. Hallstein responded that she has been working with the Buffalo Hanover Montrose School District and asked that same question, particularly about Hanover Elementary. She said that about 140 more students can be added to the school.

Rob Pruess, 11702 8th Street NE: The traffic is already here and then asked about the referendum that is on the ballot for those in the BHM school district. Hallstein stated that is a funding issue and not a space issue.

Bovee-Gazett asked about diversifying and what kind of risk does the City take with residential development versus commercial? Nash pointed out the area to the far west on the land use map that is currently Rockford Township and stated that area is guided for annexation into the City. She also showed where the added commercial areas are along Beebe Lake Road and River Road/CSAH 20 and the industrial area north of the current Industrial Park. Bovee-Gazett clarified his question with the risk of another housing market crisis. Nash said that cities with infrastructure extended farther out tended to have a more difficult time and were affected more than cities that had not practiced that policy.

Hallstein asked Nash to speak to the Downtown River Commercial District. Nash explained that this area is meant to be a downtown commercial space of mixed business, retail and even housing.

Kolasa closed the Public Hearing at 7:55 pm and reopened the Planning Commission.

Armstrong asked for clarification about a point listed on page 3, Goal 5, Number 2: "Utilize an access management program for properties adjacent to county roads with new residential, commercial and industrial development. Nash explained that the county will not allow new connections to the county roads

and gave the example of LaBeaux Avenue/CSAH 19 where there is a residential driveway, two access points for Tom Thumb and then access to the Hanover Fire Hall. This would not be configured this way today. She also spoke of how the new Hanover Dental has an address on LaBeaux Avenue, but the access to the property is off of Fifth Street. Connections to the county roads will have to have minimal impact from now on.

Kuitunen thanked the members of the audience for coming and giving their feedback. He stated that their comments were the same ones that were discussed during the meetings.

MOTION by Kuitunen to send the 2040 Comprehensive Plan Draft forward to the City Council for approval and to include the comments that were received, seconded by Armstrong.

Motion carried unanimously.

Unfinished Business

Allowing Home Occupations in Accessory Buildings

Nash reviewed the current Home Occupation ordinance with the Board. She then directed them to a draft of an addition that would allow home occupations not meeting this standard to operate under the use of an interim use permit (IUP). The home occupation would have to be in the Residential Agricultural zoning district and be 2.5 acres or greater. Commercial vehicles would not be allowed and she drafted the traffic flow and parking requirements to be the same as what it is currently. Nash explained that she drafted two options for outdoor storage: one that did not allow outdoor storage and another that would allow outdoor storage based on screening. Allowing the building to be used for displaying goods or storage of equipment or materials was added.

Nash said that the Planning Commission members can make suggestions, but cautioned that each will have a different impact or impacts on what is allowed. Conditions will need to be worded to control what is allowed.

Members brought up that the acreage drafted would not include the property in question, and that it needed to be reduced to two acres in size.

Armstrong asked about having only one additional car being allowed and if the employee's car would then be that car. Nash said that was correct and asked if the members wanted to allow for more cars keeping in mind that this would apply to anyone that applied for and was granted an IUP. Armstrong said that it didn't make sense to allow just one car and would be comfortable with two cars being allowed.

Schendel said that if more cars are allowed, how many will actually follow it and only have two cars? Christenson added his comment about who would enforce this provision?

Christenson asked how long is an IUP good? Nash responded that an IUP has a set time limit and will sunset. It will not run with the land as a conditional use permit does.

Kuitunen said that it appears that Nash went back to the previous ordinance that allowed such home occupations before it was changed a couple of years ago. Nash affirmed that.

Elroy Grambart, 10467 Beebe Lake Road: He wanted to make it known that the property had been a farm in the past and there would have been farm equipment and vehicles stored outdoors and sitting around.

Hallstein asked if the outdoor storage can be a site condition rather than be part of the ordinance. Nash replied that the limitation is outlined in the ordinance and the IUP will call out specifics to a particular property.

Ganfield asked if it was possible to make it a one-year term and if issues arise, then change it at that time. Nash replied that if there is something negative about the use, it might not be possible for the business to meet the terms imposed after a year and then keep operating. Enforcement after the fact is very difficult. Biren also pointed out that in the past, home occupations with an IUP or special use permit had to come before Council yearly to get a renewal.

Christenson would like to limit it to a reasonable use, but no go to big so that the neighborhood surrounding it is negatively impacted.

Ganfield asked is that not what is happening here—the person is being penalized for running a business that was there before the neighborhood was?

Schendel replied that this is incorrect and that the neighborhood was in place prior to the business being started. Kolasa added that the person chose to start a business when it wasn't allowed at that location.

Christenson said that he would be fine with two cars being allowed and that hours of operation need to be defined.

Kolasa asked what the acreage of the property in question actually was. Nash replied that the County has it listed as 2.24 acres with 1.91 being deemed usable, so it may fall under the two acre requirement depending on how the acreage is determined.

Christenson added that outdoor storage does need to be limited. Armstrong asked how most cities break down the amount of outdoor storage allowed. Nash replied that most cities do not allow outdoor storage even in their industrial parks and definitely not for home occupations. She went on to say that if this was desired, language would have to be crafted so that outdoor storage would be fair to both the business and the neighbors and that it would apply to any property meeting the requirements of the ordinance.

Kuitunen said that the size requirement is even less than it was in the prior ordinance allowing this type of home occupation and the buffer between properties would not be there as in the past.

Schendel stated that he would prefer not to have any home occupations such as this as there is a place for such business and it is not in the neighborhoods. It is also unfair that the business gets taxed at a residential rate when similar businesses located in a nonresidential zoning district are taxed differently.

Kolasa said that the more development happens, the more the residents will not like what is going on around them and that cities write ordinances to be followed. He did say that not all businesses are like Joel's and if the next person that doesn't follow the ordinance will have to appear before Planning Commission.

Schendel responded than there should be a roomful of people at every meeting that are not following ordinances.

Armstrong asked if a variance can be given. Nash replied that she would have to consult with the city attorney, but did not think that was possible because it would be a use variance and that is not allowed under Minnesota State statute.

Armstrong went on to inquire if Hanover is a haven for this type of business and do we want to be such a haven? She is sympathetic to the situation.

Kolasa said that the members need to take into consideration Schendel's comments.

Armstrong wanted to know if taxes would increase if there was a home occupation on the property. Nash said they would not increase and the person would be taxed as a residential property. Kolasa said that there was a property in St. Michael located in a residential area that was taxed as a business, but didn't know the particulars.

Hallstein asked Armstrong what people are looking for when buying property and what would be the impact of having a business on the property. Armstrong said that she has seen properties in which home occupations were allowed where it was junky looking and others that were not junky looking. She currently has a client that is looking for a property where he can work on cars more as a hobby than a business, but still do some business, and that it is very difficult to find as it is not allowed in most cities.

Kuitunen asked whether all home occupations would have to follow this process of having an IUP. Nash responded that it would be a dual process and a home occupation would either follow the typical home occupation section (as it does currently) or it would have to have an IUP. If the home occupation follows the IUP tract, they would need to apply for the IUP and submit all of the required materials as well as pay the fees and escrows involved. The property in question would still have to apply for an IUP and would not be considered grandfathered. Each IUP would have a list of conditions that would need to be met with possible staff inspections and investigations of any complaints.

Kuitunen said that it then becomes a police action for the Council.

Nash asked members what needs to be included in the draft for the next meeting and they responded:

- Size of property needs to be lowered to two acres.
- Two vehicles would be allowed. Nash said that others can be inside out of site.
- No outdoor storage allowed. Members did not want to compute the size or area of storage allowed since that could get into height, items, etc. The alternate language will be stricken.
- The section on sewage and solid waste is fine. There was some discussion regarding whether or not dumpsters were allowed versus regular garbage carts. MS4 regulations prohibiting leaking dumpsters was mentioned.
- Allowing operations, display of goods and equipment storage was acceptable.
- Definition of commercial vehicle needed to be included. Nash did mention that there is a trucking business that does have semis and trailers.

Nash said that the next steps would be to draft the amendment, advertise for a public hearing that would take place at the November meeting, and bring it to the November meeting.

New Business

December Meeting Date

Biren reminded the members that the December meeting falls on December 24th which is Christmas Eve. Members decided that December 17th would be a suitable alternate date for the meeting.

Reports and Announcements

Nash said that she has received a partial preliminary plat from Paxmar, but that there are other items still incomplete so there is a very slim chance it will be at the November meeting. Paxmar would have to satisfactorily submit the items by the end of the week.

Biren said that Regency Homes has officially joined the builders in Crow River Heights West Third Addition.

Schendel said that the downtown parking lot has been completed.

Adjournment

MOTION by Schendel to adjourn, seconded by Armstrong.

Motion carried unanimously.

Meeting adjourned at 9:04 pm.

ATTEST:

Amy L. Biren
Administrative Assistant

Public comments are attached as a separate pdf.

Collaborative Planning, LLC

Memorandum

Date: November 16, 2018
To: Planning Commission
From: Cindy Nash, City Planner
RE: Home Occupation Ordinance

Per discussion at the last meeting, I've updated the draft language for the ordinance amendment. A copy of the ordinance in both redline and ordinance format is attached.

A public hearing is advertised for this meeting. The Planning Commission should hold the public hearing, consider any additional comments or changes to the ordinance, and then make one of the following motions:

1. Recommend approval of the ordinance
2. Recommend approval of the ordinance, subject to specified changes
3. Recommend to the City Council that no changes be made to the home occupation ordinance (this would leave the ordinance as it is without adding in language that would provide a process for permitting home occupations by Interim Use Permit).

Attachments:

- 1) Draft ordinance (redline)
- 2) Ordinance

SEC. 10.68. HOME OCCUPATIONS.

Home Occupations are permitted by this Ordinance but must be established and maintained so as to comply with the provisions of the following standards:

A. Home Occupations Allowed as Permitted Use

1. ~~A.~~No Home Occupation shall require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and State fire and police recommendations.
2. ~~B.~~Conduct of the Home Occupation does not generate more noise, vibration, glare, fumes, odors, or electrical interference than normally associated with residential occupancy in the neighborhood.
1. ~~C.~~
2. The Home Occupation is not of a scale requiring the use of commercial vehicles that are different from those typically used for routine deliveries to homes (FedEx, USPS, or similar home delivery commercial vehicles) for the delivery of materials to or from the premises.
3. ~~The Home Occupation is not of a scale requiring the use of a commercial vehicle for the delivery of materials to or from the premises.~~
4. ~~D.~~The use shall not generate sewage of a nature or rate greater than that normally associated with residential occupancy nor shall it generate hazardous waste or solid waste at a rate greater than that normally associated with residential occupancy.
5. ~~E.~~The Home Occupation may increase vehicular traffic flow and parking by no more than one additional vehicle at a time and any need for parking generated by the conduct of a Home Occupation shall be met off the street, other than in a required front yard, and, if in a driveway, in such a manner that access to the garage is not eliminated.
6. ~~F.~~No more than one person other than those living in the residence may be employed in the Home Occupation.
7. ~~G.~~No outdoor display of goods or outside storage of equipment or materials shall be permitted.
8. ~~H.~~No accessory building may be used for operations, display of goods or the storage of equipment or materials used in the Home Occupation.
9. ~~I.~~No Home Occupation will be allowed that jeopardizes the health and safety of residents of the City.
10. ~~J.~~There shall be no renting of space in a residence for non-residential purposes.
11. ~~K.~~Retail is not a permitted home occupation.

12. ~~L.~~ There shall be no exterior display or exterior signs or interior display or interior signs that are visible from outside the dwelling with the exception of one (1) directional or identification/business sign not to exceed two (2) square feet in area.

B. Home Occupations Allowed as Interim Use

3. Only properties that are zoned RA consisting of at least 2 acres and having a driveway access to a county road may be permitted for a home occupation as an interim use under the conditions outlined below.
4. No Home Occupation shall require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and State fire and police recommendations.
5. Conduct of the Home Occupation does not generate more noise, vibration, glare, fumes, odors, or electrical interference than normally associated with residential occupancy in the neighborhood.
6. The Home Occupation is not of a scale requiring the use of commercial vehicles that are different from those typically used for routine deliveries to homes (FedEx, USPS, or similar home delivery commercial vehicles) for the delivery of materials to or from the premises.
7. The use shall not generate sewage of a nature or rate greater than that normally associated with residential occupancy nor shall it generate hazardous waste or solid waste at a rate greater than that normally associated with residential occupancy.
8. The Home Occupation may increase vehicular traffic flow and parking by no more than two additional vehicles at a time and any need for parking generated by the conduct of a Home Occupation shall be met off the street, other than in a required front yard, and, if in a driveway, in such a manner that access to the garage is not eliminated.
9. No more than one person other than those living in the residence may be employed in the Home Occupation.
10. No outdoor display of goods or outside storage of equipment or materials shall be permitted.
11. Accessory buildings may be used for operations, display of goods or the storage of equipment or materials used in the Home Occupation.
12. No Home Occupation will be allowed that jeopardizes the health and safety of residents of the City.
13. There shall be no renting of space in a residence for non-residential purposes.
14. Retail is not a permitted home occupation.

Commented [CN1]: Decreased to 2 acres based on October PC meeting.

Commented [CN2]: Increased to 2 vehicles based on October PC meeting.

15. There shall be no exterior display or exterior signs or interior display or interior signs that are visible from outside the dwelling with the exception of one (1) directional or identification/business sign not to exceed two (2) square feet in area.

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

ORDINANCE NO. 2018-_____

**AN ORDINANCE AMENDING THE ZONING ORDINANCE PERTAINING TO HOME
OCCUPATIONS**

THE CITY COUNCIL OF THE CITY OF HANOVER ORDAINS AS FOLLOWS:

Section 1. Section 10-68 of the City of Hanover Code of Ordinances is repealed in its entirety and a new Section 10-68 is added as follows:

SEC. 10.68. HOME OCCUPATIONS.

Home Occupations are permitted by this Ordinance but must be established and maintained so as to comply with the provisions of the following standards:

A. Home Occupations Allowed as Permitted Use

1. No Home Occupation shall require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and State fire and police recommendations.
2. Conduct of the Home Occupation does not generate more noise, vibration, glare, fumes, odors, or electrical interference than normally associated with residential occupancy in the neighborhood.
3. The Home Occupation is not of a scale requiring the use of commercial vehicles that are different from those typically used for routine deliveries to homes (FedEx, USPS, or similar home delivery commercial vehicles) for the delivery of materials to or from the premises.
4. The use shall not generate sewage of a nature or rate greater than that normally associated with residential occupancy nor shall it generate hazardous waste or solid waste at a rate greater than that normally associated with residential occupancy.
5. The Home Occupation may increase vehicular traffic flow and parking by no more than one additional vehicle at a time and any need for parking generated by the conduct of a Home Occupation shall be met off the street, other than in a required front yard, and, if in a driveway, in such a manner that access to the garage is not eliminated.

6. No more than one person other than those living in the residence may be employed in the Home Occupation.
7. No outdoor display of goods or outside storage of equipment or materials shall be permitted.
8. No accessory building may be used for operations, display of goods or the storage of equipment or materials used in the Home Occupation.
9. No Home Occupation will be allowed that jeopardizes the health and safety of residents of the City.
10. There shall be no renting of space in a residence for non-residential purposes.
11. Retail is not a permitted home occupation.
12. There shall be no exterior display or exterior signs or interior display or interior signs that are visible from outside the dwelling with the exception of one (1) directional or identification/business sign not to exceed two (2) square feet in area.

B. Home Occupations Allowed as Interim Use

1. Only properties that are zoned RA consisting of at least 2 acres and having a driveway access to a county road may be permitted for a home occupation as an interim use under the conditions outlined below.
2. No Home Occupation shall require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and State fire and police recommendations.
3. Conduct of the Home Occupation does not generate more noise, vibration, glare, fumes, odors, or electrical interference than normally associated with residential occupancy in the neighborhood.
4. The Home Occupation is not of a scale requiring the use of commercial vehicles that are different from those typically used for routine deliveries to homes (FedEx, USPS, or similar home delivery commercial vehicles) for the delivery of materials to or from the premises.
5. The use shall not generate sewage of a nature or rate greater than that normally associated with residential occupancy nor shall it generate hazardous waste or solid waste at a rate greater than that normally associated with residential occupancy.
6. The Home Occupation may increase vehicular traffic flow and parking by no more than two additional vehicles at a time and any need for parking generated by the conduct of a Home Occupation shall be met off the street, other than in a

required front yard, and, if in a driveway, in such a manner that access to the garage is not eliminated.

7. No more than one person other than those living in the residence may be employed in the Home Occupation.
8. No outdoor display of goods or outside storage of equipment or materials shall be permitted.
9. Accessory buildings may be used for operations, display of goods or the storage of equipment or materials used in the Home Occupation.
10. No Home Occupation will be allowed that jeopardizes the health and safety of residents of the City.
11. There shall be no renting of space in a residence for non-residential purposes.
12. Retail is not a permitted home occupation.
13. There shall be no exterior display or exterior signs or interior display or interior signs that are visible from outside the dwelling with the exception of one (1) directional or identification/business sign not to exceed two (2) square feet in area.

Section 2. This Ordinance shall be in force and effect after adoption and publication in summary form in the official newspaper of the City of Hanover in accordance with applicable law. Staff is directed to prepare a summary form of the ordinance.

Adopted by the Hanover City Council this 4th day of December, 2018.

CITY OF HANOVER

Chris Kauffman, Mayor

Attest:

Brian Hagen, City Administrator

C:\Users\cnash\Dropbox\Hanover\Ordinance Amendments\2018\Ordinance Home Occupations 11.2018.docx

First Draft -- November 16, 2018

Collaborative Planning, LLC

Memorandum

Date: November 16, 2018
To: Planning Commission
From: Cindy Nash, City Planner
RE: Mahler IUP

The City has received an Interim Use Permit application for review and consideration for an amendment to the existing Interim Use Permit to extend the timeframe of the current IUP.

Fehn Companies is the applicant, and Ruha, LLP is the property owner.

Overview of Request

The subject property currently has an IUP for mining (see attached). This IUP is set to expire on December 31, 2018. The requested extension is through August 31, 2019.

The existing IUP does not meet current standards for mining under the City's ordinance, particularly with regards to reclamation. Fehn Companies is willing to update the IUP to meet current standards, but will need time to prepare plans and submit a second amendment in order to do so. At this time, they are requesting a shorter-term time extension to provide them with the time to either prepare the full amendment, or to reclaim the site.

Evaluation of Request

Staff recommended this two-step approach to permit modification to Fehn Companies so that the mine could remain in operation while the full permit modification application is prepared. Significant survey and engineering work will need to be completed by Fehn which could not be done yet in 2018.

Staff is reviewing the temporary modification with the City Attorney and preparing the IUP, and may have additional changes to the conditions to recommend prior to the City Council's decision.

Recommendation

Staff recommends approval of this amendment to the Interim Use Permit subject to the following conditions:

1. The timeframe is extended to August 31, 2019.

2. Other condition changes or additions to the existing permit as recommended by city staff and consultants prior to the City Council meeting.



11250 5th St NE
 Hanover, MN 55341-0278
 Phone: 763.497.3777 fax: 763.497.1873
 www.hanovermn.org
 cityhall@ci.hanover.mn.us

RECEIVED
 NOV 6 2018

For Office Use Only	
Case Number:	
Fee Paid:	REC 9903/9904 11-6-18
Received by:	akmm
Date Filed:	
Date Complete:	
Base Fee:	300
Escrow:	2000

ok 64224 ck 64225

DEVELOPMENT APPLICATION

TYPE OF APPLICATION		
<input type="checkbox"/> Annexation	<input type="checkbox"/> Site Plan & Building Plan	<input type="checkbox"/> Simple Land Division
<input type="checkbox"/> Appeal	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Subdivision Sketch Plan
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Ordinance Amendment (Text or Map)	<input type="checkbox"/> Variance	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Planned Unit Development (Concept/Gen)	<input type="checkbox"/> Vacation	<input checked="" type="checkbox"/> Other <u>IUP</u>
PROPERTY INFORMATION		
Street Address:		
Property Identification Number (PIN#): <u>108500254200 & 108500303200</u>		
Legal Description (Attach if necessary):		
APPLICANT INFORMATION		
Name: <u>Gary Fehn</u>	Business Name: <u>Fehn Companies</u>	
Address: <u>5050 Barthol Industrial Drive</u>		
City: <u>Albertville</u>	State: <u>MN</u>	Zip Code: <u>55301</u>
Telephone: <u>763-497-2428</u>	Fax: <u>763-497-3893</u>	E-mail: <u>gary.fehn@fehncorps.com</u>
Contact: <u>Gary</u>	Title: <u>President</u>	
OWNER INFORMATION (if different from applicant)		
Name: <u>Carol Dixon</u>	Business Name: <u>RUHA LLP</u>	
Address: <u>14731 55th St NE</u>		
City: <u>St. Michael</u>	State: <u>MN</u>	Zip Code: <u>55376</u>
Telephone: <u>763-497-2500</u>	Fax:	E-mail: <u>caroldixon541@gmail.com</u>
Contact:	Title: <u>partner</u>	
DESCRIPTION OF REQUEST (attach additional information if needed)		
Existing Use of Property: <u>Mining IUP</u>		
Nature of Proposed Use: <u>Mining Permit Extension</u>		
Reason(s) to Approve Request:		
PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE		
Project Name:	Date of Application:	
Nature of Request:		
<p>NOTE: Applications only accepted with ALL required support documents. See Application Instructions and City Code</p>		

APPLICATION FEES AND EXPENSES:

The City of Hanover required all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.

I wish to be notified of additional costs in the following manner:

E-mail gfehn@fehn.competices.com Fax _____ USPS – Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant: [Signature] Date: 10/30/18

Owner: Carol M Axon Date: 11-6-18

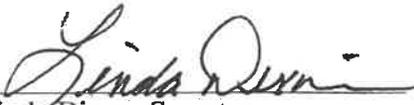
NOTE: Applications only accepted with ALL required support documents. See Application Checklist and City Code

RUHA, LLC
MAHLER ENTERPRISES

November 5, 2018 Minutes

All members were present: Linda, Gerry, Carol, Loren, Cindy and Jim.

All members voted in in favor of a temporary IUP with Fehns until August, 2019 for mining. The members authorized Carol to sign the document, which will be given to Gary Fehn to be presented to the City of Hanover.


Linda Dixon, Secretary

**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Mayor Paullin at 7:30 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on Tuesday, June 6, 2006.

The following Council Members were present: Kolasa, Kottke, Malewicki, Paullin, Urbanski

The following Council Members were absent: None

A motion to adopt the following resolution was made by Malewicki and seconded by Kolasa.

.....
RESOLUTION NO. 42-06-06

A RESOLUTION APPROVING THE INTERIM USE PERMIT FOR MINING OPERATIONS ON THE 40 ACRE PROPERTY LOCATED AT THE NW QUARTER OR THE SW QUARTER SECTION 30, TOWNSHIP 120 RANGE 23 AND THE NE QUARTER OF THE SE QUARTER OF SECTION 25 TOWNSHIP 120 RANGE 23, HANOVER, MINNESOTA 55341.

WHEREAS, Loren Mahler (applicant) is the owner of certain real property located at NW Quarter Or The SW Quarter Section 30, Township 120 Range 23 And The NE Quarter Of The SE Quarter Of Section 25 Township 120 Range 23, Hanover Minnesota 55341 consisting of approximately 40 acres (site); and

WHEREAS, the site is zoned R-A, and guided Rural Residential by the City of Hanover 2002 Comprehensive Plan; and

WHEREAS, the site is located on the east side of River Road and northwest of the Schendel's Field subdivision; and

WHEREAS, the applicant submitted an application for an Interim Use Permit to conduct mining operations on the site that was reviewed and recommended for approval with certain conditions by the Planning Commission after its Public Hearing on May 8, 2006; and

WHEREAS, the proposed use is consistent with the current zoning of the site and the City of Hanover 2002 Comprehensive Plan; and

WHEREAS, the City Council reviewed the Interim Use Permit at its regular meeting on June 6, 2006 and concurred with the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED, based upon the foregoing:

1. The Interim Use Permit to conduct limited mining operations on the Property described herein is approved subject to the following conditions:
 - Entering into the Interim Use Permit Agreement for the Property, a copy of which is hereto attached and incorporated herein; and
 - Paying all applicable and required fees and providing all required security required under said Agreement and applicable City Ordinances.

Any other conditions as set forth by the City Council, City staff, City Consultants or other agency responsible for review of this application.

2. A copy of this Resolution shall be filed in the City of Hanover 2006 Council Resolution Book.

The following council members voted in favor: Kolasa, Kottke, Malewicki, Paullin, Urbanski

The following council members voted against or abstained: None

Whereupon the motion was declared duly passed and executed.

Passed and adopted by the City Council this 6th day of June, 2006.

Attest:


Daniel R. Buchholtz, City Administrator


Joyce Paullin, Mayor

**STATE OF MINNESOTA
COUNTIES OF HENNEPIN AND WRIGHT**

I, Daniel R. Buchholtz, duly appointed, qualified, and acting Clerk to the Council for the City of Hanover, Counties of Wright and Hennepin, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution or motion with the original meeting minutes of the proceedings of the Hanover City Council at their session held on the 6th day of June 2006 now on file in my office and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Hanover, Minnesota, this 12th day of June 2006.


Daniel R. Buchholtz, City Administrator



**CITY OF HANOVER
COUNTIES OF WRIGHT AND HENNEPIN
STATE OF MINNESOTA**

A regular meeting of the City Council of the City of Hanover, Minnesota, was called to order by Mayor Waters at 7:00 p.m. in the Council Chambers of the City Hall, in the City of Hanover, Minnesota, on Tuesday, October 18, 2011.

The following Council Members were present: Pinor, Vajda, Kauffman, Malewicki and Waters

The following Council Members were absent: None

A motion to adopt the following resolution was made by Malewicki and seconded by Pinor.

.....

RESOLUTION NO. 42-10-11

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERIM USE PERMIT ISSUED IN 2006 FOR MINING OPERATIONS ON A 37+/- ACRE PROPERTY LOCATED AT THE NW QUARTER OR THE SW QUARTER SECTION 30, TOWNSHIP 120 RANGE 23 AND THE NE QUARTER OF THE SE QUARTER OF SECTION 25 TOWNSHIP 120 RANGE 23, HANOVER, MINNESOTA 55341.

WHEREAS, Mahler Enterprises, LLC obtained a interim use permit in June 2006 to allow mining operations on a 37+/- acre parcel located at the NW Quarter Or The SW Quarter Section 30, Township 120 Range 23 And The NE Quarter Of The SE Quarter Of Section 25 Township 120 Range 23, Hanover Minnesota 55341; and

WHEREAS, the 2006 Interim Use Permit was scheduled to expire on December 31, 2012; and

WHEREAS, due to lower than anticipated gravel sales over the past five years, Mahler Enterprises wishes to extend the interim use permit to allow additional time to complete the mining operation; and

WHEREAS, Mahler Enterprises, LLC, on August 25, 2011, applied for an amendment to the 2006 Interim Use Permit requesting additional time to complete mining operations; and

WHEREAS, the Planning Commission reviewed and recommended approval of the amendment to the 2006 Interim Use Permit with certain conditions after its public hearing on October 10, 2011; and

WHEREAS, the continued mining operation is consistent with the current zoning of the site and the 2008 Comprehensive Plan; and

WHEREAS, the City Council reviewed the Interim Use Permit at its regular meeting on October 18, 2011 and concurred with the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED, based upon the foregoing:

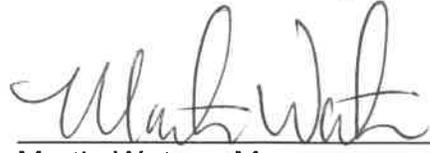
1. The amendment to the 2006 Interim Use Permit to conduct limited mining operations on the Property described herein is approved subject to the following conditions:
 - Execution of an agreement extending the Interim Use Permit for six years (until December 31, 2018); and
 - Establish letters of credit required under the agreement in the following amounts:
 - Restoration and reclamation LOC -- \$35,000 per phase
 - Road maintenance LOC -- \$53,000
 - Establish waiver of assessment and appeal in the following amounts:
 - Restoration and reclamation -- \$140,000
 - 15th Street NE -- \$53,000.
 - Provide new "Temporary Easement for Hauling of Material" executed by Russell and Cynthia Kottke that terminates no sooner than December 31, 2018.
 - Add language to the Interim Use Permit amendment that establishes the responsibility of the applicant to maintain the private haul road in a condition that continues to minimize erosion and requires to applicant to provide patching and/or an overlay as necessary to maintain the private haul road over the duration of the conditional use permit. Maintenance of the paved section shall be periodically reviewed by the City Engineer for compliance with this condition. Failure to comply shall be cause for terminating the interim use permit.
 - Applicant shall pay all costs associated with drafting, executing and recording all documents associated with the amendment of the 2006 Interim Use Permit.
 - Compliance with any conditions set forth by the City Council, City staff, City consultants or other agency responsible for review of the application.
2. The IUP amendment agreement attached hereto, containing the terms as described above, is hereby approved and the Mayor and City Administrator are authorized and directed to execute the agreement.
3. A copy of this Resolution shall be filed in the City of Hanover 2011 Council Resolution Book.

The following council members voted in favor: Pinor, Vajda, Kauffman, Malewicki and Waters

The following council members voted against or abstained: None

Whereupon the motion was declared duly passed and executed.

Passed and adopted by the City Council this 18th day of October, 2011.



Martin Waters, Mayor

Attest:

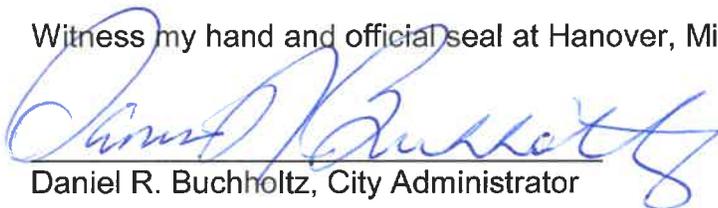


Daniel R. Buchholtz, City Administrator

**STATE OF MINNESOTA
COUNTIES OF HENNEPIN AND WRIGHT**

I, Daniel R. Buchholtz, duly appointed, qualified, and acting Clerk to the Council for the City of Hanover, Counties of Wright and Hennepin, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution or motion with the original meeting minutes of the proceedings of the Hanover City Council at their session held on the 18th day of October 2011 now on file in my office and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Hanover, Minnesota, this 20th day of October 2011.



Daniel R. Buchholtz, City Administrator

**AMENDMENT TO
INTERIM USE PERMIT/AGREEMENT
CITY OF HANOVER
Mahler Property**

This AMENDMENT TO THE INTERIM USE PERMIT/AGREEMENT dated August 25, 2006 by and between Ruth M. Mahler, Linda Dixon, Gerald Mahler, Carol Dixon, Loren Mahler, Cynthia Kottke, James Mahler and Mahler Enterprises, LLC, collectively referred to herein as "Property Owner;" and the City of Hanover, Counties of Wright and Hennepin, State of Minnesota, hereinafter referred to as the "City," is made this 22nd day of February, 2012 by and between the undersigned.

WITNESSETH:

WHEREAS, on August 25, 2006, the parties entered a Interim Use Permit/Agreement for the property described in Exhibit A, as attached to the August 25, 2006 Agreement, as attached hereto as Exhibit B; and

WHEREAS, Property Owner has conducted mining operations on a 37 acre parcel of land located within the City of Hanover that conforms with the underlying zoning of RA, which allows limited mining operations by Interim Use Permit; and

WHEREAS, the Interim Use Permit/Agreement expires on December 31, 2012; and

WHEREAS, Ruth M. Mahler, one of the original signatories to the August 25, 2006 Interim Use Permit/Agreement, is now deceased; and

WHEREAS, Linda Dixon, Gerald Mahler, Carol Dixon, Loren Mahler, Cynthia Kottke, and James Mahler have transferred interest in all properties covered by the August 25, 2006

WHEREAS, Linda Dixon, Gerald Mahler, Carol Dixon, Loren Mahler, Cynthia Kottke, and James Mahler have transferred interest in all properties covered by the August 25, 2006 Interim Use Permit/Agreement to RUHA, LLP on December 21, 2010; a copy of the quit claim deed is included in Exhibit D; and

WHEREAS, Property Owner has applied for an amendment to the Interim Use Permit/Agreement to increase the time available to complete mining operations; and

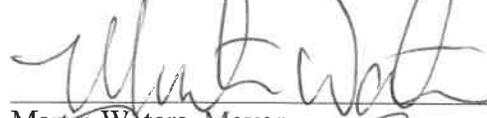
WHEREAS, the City has given final approval of Property Owner's continued mining operations contingent upon compliance with certain requirements; and

WHEREAS, this Amendment is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the Property and the conditions imposed thereon.

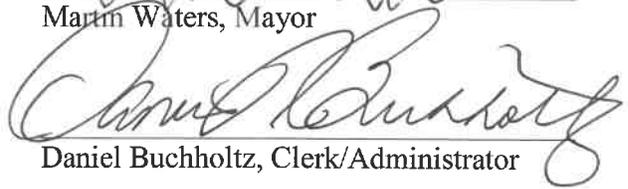
NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereafter contained, the parties hereto agree to supplement and amend the August 25, 2006 Agreement as follows:

1. This Amendment allows mining to be conducted on the Property for a period of six additional years and shall terminate on December 31, 2018.
2. Property Owner agrees to maintain the existing haul road in a manner that provides for the continuation of efforts to reduce the presence and tracking of mud and dirt material onto City streets from the Property. The City Engineer shall inspect the haul road from time to time to ensure compliance with this condition. The City Engineer may require Property Owner to patch and/or overlay haul road should he/she find this condition to not be met, and Property Owner shall comply with the Engineer's directive. Failure to maintain the haul road in a condition that minimizes the presence and tracking of mud and dirt material onto City streets shall be cause for terminating the Interim Use Permit.
3. Effective January 1, 2013, all references in Section 1(I)(i) to a restoration and reclamation security shall be amended to \$35,000.
4. Effective January 1, 2013, all references in Section 1(I)(ii) to the road security shall be amended to \$53,000.
5. The estimate for the cost of restoration and reclamation referenced in Section 4(a) of the Interim Use Permit/Agreement shall be amended to \$140,000.
6. The estimate for the cost of constructing 15th Street NE shall be amended to (\$48,182 x 110%) or \$53,000.00.
7. All remaining sections of the 2006 Interim Use Permit/Agreement not referenced in this Amendment and/or not inconsistent with this Amendment shall remain in full force and effect.

CITY OF HANOVER



Martin Waters, Mayor



Daniel Buchholtz, Clerk/Administrator

PROPERTY OWNER



Mahler Enterprises, LLC

By: Carol M Dixon

Its: Treasurer



RUHA, LLP

By: Carol M Dixon

Its: Partner

DRAFTED BY:

City of Hanover
PO Box 278
11250 5th St NE
Hanover, MN 55341

TAX STATEMENTS MAILED TO:

RUHA, LLP
% Carol Dixon
14731 55th St NE
St. Michael, MN 55376

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 22nd day of February, 2012, by Martin Waters, Mayor of the City of Hanover, a Minnesota municipal corporation, on behalf of the City and pursuant to the authority of the Hanover City Council.



2-
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

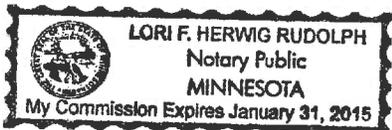
The foregoing instrument was acknowledged before me this 22nd day of February, 2012, by Daniel Buchholtz, City Administrator of the City of Hanover, a Minnesota municipal corporation, on behalf of the City and pursuant to the authority of the Hanover City Council.



2-
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

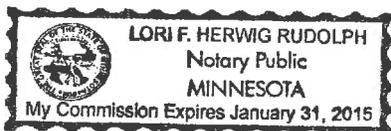
The foregoing instrument was acknowledged before me this 6th day of February, 2012, by Mahler Enterprises, LLC By: Carol M. Dixon,
Its: Treasurer



2-
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 6th day of February, 2012, by RUHA LLP, by: Carol M. Dixon,
Its: Partner



2-
Notary Public

EXHIBIT A TO AMENDMENT

The legal description of the property to which this Property Owner's Agreement applies to is as follows:

The North Half of the Southeast Quarter of Section 25 in Township 120 of Range 24 and the Northwest Quarter of the Southwest Quarter of Section 30 in Township 120 of Range 23, Wright County, Minnesota; also all that portion of the Southeast Quarter of the Northwest Quarter and all that portion of the East Half of the Southwest Quarter lying West of Crow River in Section 30 in Township 120 of Range 23.

EXCEPTING THEREFROM TRACT I DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the northwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89° 00' 18" East along the North line of said Northwest Quarter of the Southeast Quarter a distance of 647.00 feet; thence South 00° 46' 16" West, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 330.00 feet; thence South 89° 00' 18" West parallel with the North line of said Northwest Quarter of the Southeast Quarter, a distance of 200.00 feet; thence North 00° 46' 16" East, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 130.00 feet; thence South 89° 00' 18" West, parallel with the North line of said Northwest Quarter of the Southeast Quarter a distance of 447.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00° 46' 16" East along said West line, a distance of 200.00 feet to the point of beginning. Subject to an ingress and egress easement over and across the North 66.00 feet thereof. Also subject to Public Road Easement.

ALSO EXCEPTING THEREFROM TRACT II DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89° 00' 21" East along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 900.00 feet; thence North 0° 46' 16" East, a distance of 275.00 feet; thence South 89° 00' 21" West, a distance of 600.00 feet; thence South 0° 46' 16" West, a distance of 75.00 feet; thence South 89° 00' 21" West, a distance of 300.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence South 0° 46' 16" West, along said West line, a distance of 200.00 feet to the point of beginning.

AND

The North 100 feet of the East 217.8 feet of the West 613.80 feet of the Southwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24.

AND ALSO EXCEPTING THEREFROM TRACT III DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89°

00' 21" East along the south line of said Northwest Quarter of the Southeast Quarter; a distance of 900.00 feet; thence North 00° 46' 16" seconds East, a distance of 275.00 feet to the point of beginning; thence South 89° 00' 21" West, a distance of 600.00 feet; thence South 00° 46' 16" seconds West, a distance of 75.00 feet; thence South 89° 00' 21" West,, a distance of 300.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00°46'16" East, along said west line, a distance of 200.00 feet; thence North 89° 00' 21" East, a distance of 150.00 feet; thence North 00° 46' 16" East, a distance of 75.00 feet; thence North 89° 00' 21" East, a distance of 750.00 feet, to a line that bears North 00° 46' 16" East from the point of beginning; thence South 00° 46' 16" West a distance of 200.00 feet to the point of beginning.

AND ALSO EXCEPTING THEREFROM TRACT IV DESCRIBED AS FOLLOWS:

That part of North Half Of The Southeast Quarter Of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said North Half of the Southeast Quarter Of Section 25; thence North 01° 03' 31" East on an assumed bearing along the West line of said North Half of the Southeast Quarter a distance of 400.00 feet to the point of beginning; thence continuing North 01° 03' 31" East along said West line a distance of 257.38 Feet; thence North 89° 31' 43" East a distance of 564.90 feet; thence South 01° 03' 35" West a distance of 180.07 feet; thence South 89° 17' 43" West a distance of 414.95 feet; thence South 57° 09' 11" West a distance of 140.90 feet; thence South 89° 17' 43" West a distance of 33.02 feet to the point of beginning.

Subject to an Easement for Public Road and Trail Purposes over the Westerly 50 feet thereof.

EXHIBIT B TO THE AMENDMENT

INTERIM USE PERMIT/AGREEMENT

CITY OF HANOVER

Mahler Permit

MG

Doc. No. A 1025316

OFFICE OF THE COUNTY RECORDER
WRIGHT COUNTY, MINNESOTA

Certified Filed and/or Recorded on
09-13-2006 at 09:30

Check #: Fee: \$ 46.00
Payment Code 04
Addl. Fee

Larry A. Unger, County Recorder

RETURN TO:
CITY OF HANOVER
PO BOX 278
HANOVER MN 55341

**INTERIM USE PERMIT/AGREEMENT
CITY OF HANOVER
Mahler Property**

THIS AGREEMENT, entered into this 25th day of August, 2006 by and between Ruth M. Mahler, Linda Dixon, Gerald Mahler, Carol Dixon, Loren Mahler, Cynthia Kottke, James Mahler and Mahler Enterprises, LLC collectively referred to herein as "Property Owner"; and the City of Hanover, Counties of Wright and Hennepin, State of Minnesota, hereinafter referred to as the "City":

WITNESSETH:

WHEREAS, Property Owner (except for Mahler Enterprises, LLC) is the fee owner of the real property described in **Exhibit A**, attached hereto and incorporated herein by reference, which real property is proposed to be used for certain mining operations ("Plant"), which is the subject of this Agreement, and shall hereinafter be referred to in its entirety as the "Property"; and

WHEREAS, Property Owner intends to conduct mining operations on a 37 acre parcel of land located within the City of Hanover that conforms with the underlying zoning of R-A, which allows limited mining operations by Interim Use Permit; and

WHEREAS, the City has given final approval of Property Owner's mining operations contingent upon compliance with certain City requirements including, but not limited to, matters set forth herein; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and

memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the Property and the conditions imposed thereon;

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. **Interim Use Permit.**

Property Owner is hereby granted an Interim Use Permit ("IUP") to allow the Property Owner to conduct a mining operation, provided the following requirements are met on a continuing basis:

- A. Property Owner shall at all times comply with all City ordinances, including but not limited to Article 33 of the City of Hanover Zoning Ordinance, applicable to the Property and the mining operations conducted on the Property.
- B. This IUP allows mining to be conducted on the Property for a period of six (6) years and shall terminate on December 31, 2012. The IUP shall be considered by the City Council for renewal annually no later than December 31 of each year, except for the year in which it is approved, 2006. Property Owner is responsible for applying to renew the IUP. The City specifically reserves the right to deny renewal of the IUP (subject to requirements set forth by City Ordinance or State Statute) if non-compliance with this Agreement by the Property Owner is demonstrated, or to amend the IUP from time to time in order to address specific concerns resulting from the ongoing operations.
- C. Property Owner shall not conduct mining operations within one-thousand (1,000) feet of any residential parcels that are smaller than three (3) acres.
- D. Property Owner's operating hours shall be 7:00 a.m. to 7:00 p.m. Monday through Friday. Truck hauling shall be limited to 7:30 a.m. to 5:00 p.m. Monday through Friday. Retail hours for pick-up by residents (no commercial loads) shall be 8:00 a.m. to 5:00 p.m. on Saturdays. There shall be no operations on the Property on Sundays or holidays. The hours of operation will be reviewed by City staff monthly with the City staff having the option of adjusting hours to address concerns raised by other property owners and the City.
- E. The Reclamation and Restoration Plan for the Property is attached as **Exhibit C** and is approved by the City Engineer. All reclamation shall be completed by

December 31, 2012 or within 30 days after termination of use of the Property. The reclamation/restoration security will be returned to the Property Owner upon confirmation by the City Engineer that all aspects of the Reclamation and Restoration Plan have been completed and ground cover is established.

- F. All access to and from the Property shall be via an existing haul road on the Property and the neighboring property over an easement designated for that purpose as set forth on **Exhibit B**. A portion of said haul road shall be paved as described: all across the Russell and Cynthia Kottke property to River Road/15th Street NE as well as portions of the haul road located on the Property, with a total of approximately 650 feet of the haul road being paved in order to reduce the presence and tracking of mud and dirt material onto City streets from the Property. The remainder of the haul road does not need to be paved. The paving shall be subject to the approval of the City Engineer.
- G. Property Owner shall provide proof of an NPDES permit issued by the State of Minnesota for the Property, and Property Owner shall comply at all times with the conditions of that permit.
- H. Property Owner shall cause the Property or equipment located on the Property to be secured from unauthorized entry. A locked gate across the haul road shall be installed and locked appropriately when mining is not in operation.
- I. Property Owner shall post security as follows:
 - i. Restoration and Reclamation Security. \$ 30,000.00 for restoration, reclamation and erosion control security in the form of an Irrevocable Standby Letter of Credit ("LOC") that is acceptable to the City Attorney. Said LOC shall be submitted to the City prior to commencement of mining operations on the Property. Said amount is for each of four mining phases. If Property Owner wishes to continue mining in a subsequent phase, an additional \$ 30,000.00 LOC must be submitted to the City. The City shall only release a LOC once all restoration, reclamation and ground cover is established to the satisfaction of the City Engineer for a phase of the operation. The issuer and form of the security shall be subject to City approval. The initial security shall be for a term ending December 31, 2007. The initial security and any subsequent security shall be renewed annually until completion of mining operations. The City may draw down the security for any violation of the terms of this Agreement, or upon

receiving notice of the pending expiration of the security. It shall be the responsibility of the Developer to inform the City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the project relative to the security and this Agreement.

- ii. Road Security. \$46,000.00 for hauling and road overlay security in the form of an Irrevocable Standby Letter of Credit that is acceptable to the City Attorney. The issuer and form of the security shall be subject to City approval. The initial security shall be for a term ending December 31, 2007 and shall be renewed annually until completion of mining operations. The City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of the Developer to inform the City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the project relative to the security and this Agreement. Once Haul Fees that are collected pursuant to subsection (J) of this paragraph exceed \$46,000.00, said LOC shall be released by the City upon Property Owner's request. The amount of the Letter of Credit shall be reduced from year to year based upon the City's actual receipt of Haul Fees.

In the event that improvements are made to 15th Street NE prior to termination of this Agreement, the City shall use all funds already collected under Paragraph J to pay for said improvements, and in the event that funds have not yet been collected for all of Property Owner's share of the cost, Property Owner shall be and hereby agrees to be assessed for any difference between the amount collected through haul fees and \$46,000.00. The amount of the assessment shall be reduced as Haul Fees are collected. Once an assessment has been certified against the property the LOC, or any remaining portion thereof, may be released by the City.

- iii. Administrative Escrow. An escrow is hereby established for the purposes of assuring that the City has funds available to cover costs of administering the operation. \$3,000.00 dollars shall be submitted initially into escrow and the escrow shall be re-established to \$3,000.00 each time its balance falls below \$1,000.00. The City shall provide Property Owner with a monthly statement detailing any charges against the escrow. It is the intent of this Agreement that the

City have available to it at all times sufficient funds to administer the operation. At the end of the operation all remaining unused escrow funds shall be returned to the Property Owner. It is estimated that the total administrative cost to the City over the period of operation will not exceed \$18,000.00 (or \$3,000.00 per year).

J. Property Owner shall pay a Haul Fee of \$.08 (\$.03 collected through Wright County and \$.05 paid directly to the City) per yard of material that is hauled by truck over City streets. Repairs to 15th Street NE shall be funded by said Haul Fee and shall be conducted by the City upon completion of the mining operation or earlier based on the recommendation of the City Engineer. Said Haul Fee shall be used for any and all necessary repair to streets caused by or resulting from the mining operation and for any other lawful purpose as determined by the City.

2. **Abandonment of Project - Costs and Expenses.** In the event Property Owner should abandon the mining operation and/or restoration/reclamation of the Property, the City's costs and expenses related to attorney's fees, professional review, drafting of this Agreement, preparation of the feasibility report, plans and specifications, and any other expenses undertaken in reliance upon Property Owner's various assertions shall be paid by said Property Owner within thirty (30) days after receipt of a bill for such costs from the City. In addition, in the event the Property Owner abandons the project, in whole or in part, ceases substantial field work for more than nine (9) months, or fails to provide sufficient ground-cover to prevent continuing soil erosion from the Property, Property Owner agrees to pay all costs the City may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore the Property to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from the Property. In the event that said costs are not paid, the City may withdraw funds from the above-mentioned surety for the purpose of paying the costs referred to in this paragraph. The City specifically reserves the right to specially assess the Property for any and all costs resulting from the terms and conditions of this IUP Permit and Agreement that are unpaid by the Property Owner and for any and all costs related to restoration and reclamation that (1) are not satisfied by the security and/or (2) for costs resulting from the City having to undertake restoration and reclamation.
3. **Property Owner to Pay City's Costs and Expenses.** It is understood and agreed that the Property Owner will reimburse the City for all administrative, legal, and professional costs incurred in the creation, administration, or execution of this Agreement as well as all costs incurred by the City in processing, monitoring, and

reviewing the mining operations occurring on the Property. The City reserves the right to take action to correct violations of this Agreement and to respond to nuisance complaints or violations regarding the mining operations on the Property and to charge costs of corrective action against the administrative escrow account or any other security then in place pursuant to this Agreement. Said costs may include street sweeping, monitoring activity and investigating and/or responding to complaints. If said costs are not reimbursed within thirty (30) days after receipt of a bill for such costs from the City, said costs may be satisfied by the charging such costs against said administrative escrow account.

4. Waiver of Assessment and Appeal.

- a. **Restoration and Reclamation.** Property Owner hereby specifically agrees to the waiver, payment and surety provisions contained in Paragraph 2 of this Agreement and hereby waives any irregularities in procedure, any and all required hearings, and all right to appeal any assessment under statute, the Constitution, and case law including right of appeal under Minn. Stat. 429.081 up to and including the actual costs of restoration and reclamation, estimated to be \$120,000.00.
- b. **15th Street NE.** Property Owner hereby waives irregularities in procedure, any and all required hearings, and all right to appeal the assessment under statute, the Constitution, and case law including right of appeal under Minn. Stat. 429.081 up to the estimated construction costs to 15th Street NE plus 10% (\$46,000.00 x 110%) or \$50,600.00.

- 5. Maintain Public Property Damaged or Cluttered During Construction.** Property Owner agrees to assume full financial responsibility for any damage which may occur to public property when said damage occurs as a result of the activity which takes place during the development and operation of the Property. The Property Owner further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the mining operation that takes place on the Property.

Property Owner agrees to clean the streets as needed if required by the City. Property Owner further agrees that any damage to public property occurring as a result of construction activity on the Property will be repaired immediately if deemed to be an emergency by the City. Property Owner further agrees that any damage to public property as a result of construction and other activity on the Property will be repaired within 14 days if not deemed to be an emergency by the City.

In the event the Property Owner fails to clean up, maintain or repair the damaged public property mentioned above, the City may immediately undertake making or causing it to be cleaned up, repaired or maintained. When the City undertakes such activity, the Property Owner shall reimburse the City for all of its expenses within thirty (30) days of its billing to the Property Owner. If the Property Owner fails to pay said bill within thirty (30) days, then the City may utilize any available security established by this Agreement or may specially assess such costs against the Property and/or take necessary legal action to recover such costs and the Property Owner agrees that the City shall be entitled to attorney's fees incurred by the City as a result of such legal action.

6. **Property Owner to Submit Annual Report and Notice to City.** Property Owner shall submit an annual report to the City that summarizes each previous year's activities on the Property. Said annual report shall be submitted thirty (30) days prior to the time of renewal of the IUP. Said annual report shall contain, at a minimum, the volume of material removed each month (in cubic yards), the total truck trips for removal using city streets, any completion of phases or the percent of completion of each phase, and time periods of low mining activity and/or reasons for mining activity changes. Property Owner shall provide timely notice to the City when mining production or activity levels change, including periods when mining activity is suspended, abandoned or terminated.
7. **Temporary Easement Rights.** Property Owner shall provide access to the Property at all reasonable times to the City or its representatives for purposes of inspection or to accomplish any necessary work pursuant to this Agreement. Additionally, Property Owner shall convey a Temporary Construction Easement to the City for the haul road from the excavation site to public streets.
8. **Miscellaneous.**
 - A. Property Owner agrees that all conditions required under this Agreement are items for which Property Owner is responsible for completing and all work shall be done at Property Owner's expense.
 - B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Contract is for any reason held invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Contract.
 - C. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the Town

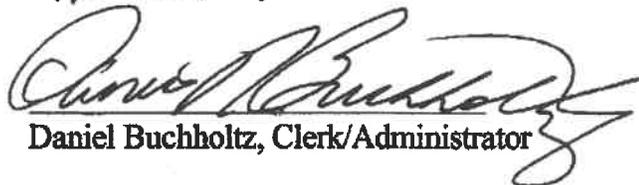
Board. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- D. This Agreement shall run with the land and shall be recorded against the title to the property. After the Property Owner has completed all operations and reclamation obligations required of it under this Agreement at the Property Owner's request, the City will execute and deliver to the Property Owner a release of its obligations under this Agreement within thirty (30) days of the request.
9. **Violation of Agreement.** Should Property Owner breach of any of the terms of this Agreement in such a manner that the City believes merits revocation of the IUP granted under this agreement, the City shall give Property Owner seven (7) days mailed notice of City's intent to revoke said Permit, and if such default is not cured within said seven (7) day period, the City may hold a revocation hearing to determine whether said Permit should be revoked. If Property Owner fails to correct said breach by the time the revocation hearing is held, the City may revoke said IUP if it reasonably finds that said breach warrants revocation. If Property Owner remedies said breach after the expiration of the seven day period but before said revocation hearing is completed, Property Owner shall pay all City expenses (including, but not limited to planner's, engineer's, attorney's and other professional fees) related to the breach and revocation hearing.
10. **Indemnity.** Property Owner shall hold the City and its officers, employees and agents harmless from claims made by Property Owner and third parties for damages sustained or costs incurred resulting from the CUP approval and development. The Property Owner shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. Third parties shall have no recourse against the City under this contract.
11. **Limited Approval.** Approval of this Agreement by the City in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.
12. **Professional Fees.** The Property Owner will pay all reasonable professional fees incurred by the City as a result of City efforts to enforce the terms of this Agreement. Said fees include attorney's fees, engineer's fees, planner's fees, and any other professional fees incurred by the City in attempting to enforce the terms of this Agreement. The Property Owner will also pay all reasonable attorneys and professional fees incurred by the City in the event an action is brought upon a letter of credit or other surety furnished by the Property Owner as provided herein.

13. **Plans Attached as Exhibits.** All plans attached to this Agreement as Exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this Agreement, Property Owner is bound by said plans and responsible for implementation of said plans as herein incorporated.
14. **Termination and/or Amendment of IUP.** Any termination and/or amendment of the IUP shall be in writing and shall serve to modify the terms and conditions of this Agreement.

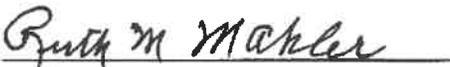
CITY OF HANOVER


Joyce Paullin, Mayor

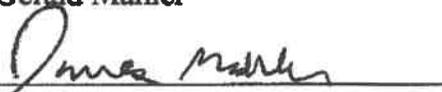

Daniel Buchholtz, Clerk/Administrator

PROPERTY OWNER


Loren Mahler


Ruth M. Mahler


Gerald Mahler

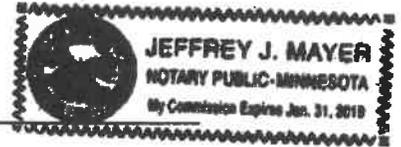

James Mahler


Linda Dixon

STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this 28th day of August, 2006, by James Mahler.

Jeffrey J. Mayer
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this 30 day of August, 2006, by Linda Dixon.

Barbara J. Schlimme
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this 25th day of August, 2006, by Carol Dixon.

[Signature]
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

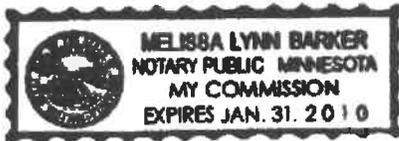
The foregoing instrument was acknowledged before me this 25th day of August, 2006, by Cynthia Kottke.

[Signature]
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this 1st day of September, 2006, by Mahler Enterprises, LLC By: Carol M. Dircom
Its Treasurer.



[Signature]
Notary Public

DRAFTED BY:
Couri, MacArthur, & Ruppe, P.L.L.P.
P.O. Box 369
705 Central Avenue East
St. Michael, MN 55376
(763) 497-1930

EXHIBIT A TO PROPERTY OWNER'S AGREEMENT

The legal description of the property to which this Property Owner's Agreement applies is as follows:

The North Half of the Southeast Quarter of Section 25 in Township 120 of Range 24 and the Northwest Quarter of the Southwest Quarter of Section 30 in Township 120 of Range 23; also all that portion of the Southeast Quarter of the Northwest Quarter and all that portion of the East Half of the Southwest Quarter lying West of Crow River in Section 30 in Township 120 of Range 23.

EXCEPTING THEREFROM TRACT I DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the northwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89° 00' 18" East along the North line of said Northwest Quarter of the Southeast Quarter a distance of 647.00 feet; thence South 00° 46' 16" West, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 330.00 feet; thence South 89° 00' 18" West parallel with the North line of said Northwest Quarter of the Southeast Quarter, a distance of 200.00 feet; thence North 00° 46' 16" East, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 130.00 feet; thence South 89° 00' 18" West, parallel with the North line of said Northwest Quarter of the Southeast Quarter a distance of 447.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00° 46' 16" East along said West line, a distance of 200.00 feet to the point of beginning. Subject to an ingress and egress easement over and across the North 66.00 feet thereof. Also subject to Public Road Easement.

ALSO EXCEPTING THEREFROM TRACT II DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89° 00' 21" East along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 900.00 feet; thence North 0° 46' 16" East, a distance of 275.00 feet; thence South 89° 00' 21" West, a distance of 600.00 feet; thence South 0° 46' 16" West, a distance of 75.00 feet; thence South 89° 00' 21" West, a distance of 300.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence South 0° 46' 16" West, along said West line, a distance of 200.00 feet to the point of beginning.

AND

The North 100 feet of the East 217.8 feet of the West 613.80 feet of the Southwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24.

AND ALSO EXCEPTING THEREFROM TRACT III DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 00 minutes 21 seconds East along the south line of said Northwest Quarter of the Southeast Quarter; a distance of 900.00 feet; thence North 00 degrees 46 minutes 16 seconds East, a distance of 275.00 feet to the point of beginning; thence South 89 degrees 00 minutes 21 seconds West, a distance of 600.00 feet; thence South 00 degrees 46 minutes 16 seconds West, a distance of 75.00 feet; thence South 89 degrees 00 minutes 21 seconds West a distance of 300.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 46 minutes 16 seconds East, along said west line, a distance of 200.00 feet; thence North 89 degrees 00 minutes 21 seconds East, a distance of 150.00 feet; thence North 00 degrees 46 minutes 16 seconds East, a distance of 75.00 feet; thence North 89 degrees 00 minutes 21 seconds East, a distance of 750.00 feet, to a line that bears North 00 degrees 46 minutes 16 seconds East from the point of beginning; thence South 00 degrees 46 minutes 16 seconds West a distance of 200.00 feet to the point of beginning.

EXHIBIT B

Ex. B

TEMPORARY EASEMENT FOR HAULING OF MATERIAL

THIS INDENTURE, Made and entered this 25th day of August, 2006 between Russell Kottke and Cynthia Kottke, husband and wife, Grantors and Ruth M. Mahler, Linda Dixon, Gerald Mahler, Carol Dixon, Loren Mahler, Cynthia Kottke and James Mahler, Grantees.

That whereas said Grantors are the owners of that certain tract of land in the County of Wright, State of Minnesota, described as follows:

See Exhibit A.

And Whereas said Grantees are the owners of that certain tract of land in the County of Wright, State of Minnesota, described as follows:

See Exhibit B.

And Whereas Grantees' property adjoins Grantors' property, and Grantors and Grantees have agreed upon a temporary easement as hereinafter described:

NOW, said Grantors, in the consideration of One Dollar (\$1.00) and other good and valuable consideration receipt of which is hereby acknowledged, hereby grant to Grantees, their heirs and assigns, that temporary easement described as follows below for purposes of operating a haul road for truck and other traffic over, under and across the described easement area including the right to construct, upgrade, repair, maintain, plow and otherwise utilize said temporary roadway easement area. Said temporary easement is described as follows:

See Exhibit C

EXHIBIT A

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota described as follows:

Beginning at the Northwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 00 minutes 18 seconds East along the north line of said Northwest Quarter of the Southeast Quarter a distance of 647.00 feet; thence South 00 degrees 46 minutes 16 seconds West, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 330.00 feet; thence South 89 degrees 00 minutes 18 seconds West a distance of 200.00 feet; thence parallel with the north line of said Northwest Quarter of the Southeast Quarter, North 00 degrees 46 minutes 16 seconds East, parallel with the west line of said Northwest Quarter of the Southeast Quarter a distance of 130.00 feet; thence South 89 degrees 00 minutes 18 seconds West, parallel with the north line of said Northwest Quarter of the Southeast Quarter a distance of 447.00 feet to the west line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 46 minutes 16 seconds East along said West line, a distance of 200.00 feet to the point of beginning.

Subject to an ingress and egress easement over and across the north 66.00 feet thereof. Also subject to Public Road Easement.

EXHIBIT B

The North Half of the Southeast Quarter of Section 25 in Township 120 of Range 24 and the Northwest Quarter of the Southwest Quarter of Section 30 in Township 120 of Range 23; also all that portion of the Southeast Quarter of the Northwest Quarter and all that portion of the East Half of the Southwest Quarter lying West of Crow River in Section 30 in Township 120 of Range 23.

EXCEPTING THEREFROM TRACT I DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the northwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89° 00' 18" East along the North line of said Northwest Quarter of the Southeast Quarter a distance of 647.00 feet; thence South 00° 46' 16" West, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 330.00 feet; thence South 89° 00' 18" West parallel with the North line of said Northwest Quarter of the Southeast Quarter, a distance of 200.00 feet; thence North 00° 46' 16" East, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 130.00 feet; thence South 89° 00' 18" West, parallel with the North line of said Northwest Quarter of the Southeast Quarter a distance of 447.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00° 46' 16" East along said West line, a distance of 200.00 feet to the point of beginning. Subject to an ingress and egress easement over and across the North 66.00 feet thereof. Also subject to Public Road Easement.

ALSO EXCEPTING THEREFROM TRACT II DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89° 00' 21" East along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 900.00 feet; thence North 0° 46' 16" East, a distance of 275.00 feet; thence South 89° 00' 21" West, a distance of 600.00 feet; thence South 0° 46' 16" West, a distance of 75.00 feet; thence South 89° 00' 21" West, a distance of 300.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence South 0° 46' 16" West, along said West line, a distance of 200.00 feet to the point of beginning.

AND

The North 100 feet of the East 217.8 feet of the West 613.80 feet of the Southwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24.

AND ALSO EXCEPTING THEREFROM TRACT III DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 00 minutes 21 seconds East along the south line of said Northwest Quarter of the Southeast Quarter; a distance of 900.00 feet; thence North 00 degrees 46 minutes 16 seconds East, a distance of 275.00 feet to the point of beginning; thence South 89 degrees 00 minutes 21 seconds West, a distance of 600.00 feet; thence South 00 degrees 46 minutes 16 seconds West, a distance of 75.00 feet; thence South 89 degrees 00 minutes 21 seconds West a distance of 300.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 46 minutes 16 seconds East, along said west line, a distance of 200.00 feet; thence North 89 degrees 00 minutes 21 seconds East, a distance of 150.00 feet; thence North 00 degrees 46 minutes 16 seconds East, a distance of 75.00 feet; thence North 89 degrees 00 minutes 21 seconds East, a distance of 750.00 feet, to a line that bears North 00 degrees 46 minutes 16 seconds East from the point of beginning; thence South 00 degrees 46 minutes 16 seconds West a distance of 200.00 feet to the point of beginning.

EXHIBIT C

A temporary easement for roadway and material hauling purposes over, under, and across the north forty five (45) feet of the following described property:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota described as follows:

Beginning at the Northwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 00 minutes 18 seconds East along the north line of said Northwest Quarter of the Southeast Quarter a distance of 647.00 feet; thence South 00 degrees 46 minutes 16 seconds West, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 330.00 feet; thence South 89 degrees 00 minutes 18 seconds West a distance of 200.00 feet; thence parallel with the north line of said Northwest Quarter of the Southeast Quarter, North 00 degrees 46 minutes 16 seconds East, parallel with the west; line of said Northwest Quarter of the Southeast Quarter a distance of 130.00 feet; thence South 89 degrees 00 minutes 18 seconds West, parallel with the north line of said Northwest Quarter of the Southeast Quarter a distance of 447.00 feet to the west line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 46 minutes 16 seconds East along said West line, a distance of 200.00 feet to the point of beginning.

Subject to an ingress and egress easement over and across the north 66.00 feet thereof. Also subject to Public Road Easement.

EXHIBIT C

Reclamation and Restoration Plan

EXHIBIT C TO THE AMENDMENT

HAUL ROAD EASEMENT

TEMPORARY EASEMENT FOR HAULING OF MATERIAL

THIS INDENTURE, made and entered this 6th day of February, 2012 between Russell Kottke and Cynthia Kottke, husband and wife, Grantors, and Ruha, LLP and Mahler Enterprises, LLC, Grantees.

That whereas said Grantors are the owners of that certain tract of land in the County of Wright, State of Minnesota, described as follows:

See Exhibit A.

And whereas said Grantees are the owners of that certain tract of land in the County of Wright, State of Minnesota, described as follows:

See Exhibit B.

And whereas Grantees' property adjoins Grantor's property, and Grantors and Grantees have agreed upon a temporary easement as hereinafter described:

NOW, said Grantors, in the consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant to Grantees, their heirs and assigns, that temporary easement described as follows below for purposes of operating a haul road for truck and other traffic over, under and across the described easement area including the right to construct, upgrade, repair, maintain, plow and otherwise utilize said temporary roadway easement area. Said temporary easement is described as follows:

See Exhibit C.

EXHIBIT A

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota described as follows:

Beginning at the Northwest corner of the said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 00 minutes 18 seconds East along the north line of said Northwest Quarter of the Southeast Quarter, a distance of 647.00 feet; thence South 00 degrees 46 minutes 16 seconds West, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 330.00 feet; thence South 89 degrees 00 minutes 18 seconds West a distance of 200.00 feet; thence parallel with the north line of said Northwest Quarter of the Southeast Quarter, North 00 degrees 46 minutes 16 seconds East, parallel with the west line of said Northwest Quarter of the Southeast Quarter a distance of 130.00 feet; thence South 89 degrees 00 minutes 18 seconds West, parallel with the north line of said Northwest Quarter of the Southeast Quarter a distance of 447.00 feet to the west line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 46 minutes 16 seconds East along said West line, a distance of 200.00 feet to the point of beginning.

Subject to an ingress and egress easement over and across the north 66.00 feet thereof.

Also subject to Public Road Easement.

EXHIBIT B

The North Half of the Southeast Quarter of Section 25 in Township 120 of Range 24 and the Northwest Quarter of the Southwest Quarter of Section 30 in Township 120 of Range 23, Wright County, Minnesota; also all that portion of the Southeast Quarter of the Northwest Quarter and all that portion of the East Half of the Southwest Quarter lying West of Crow River in Section 30 in Township 120 of Range 23.

EXCEPTING THEREFROM TRACT I DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the northwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89° 00' 18" East along the North line of said Northwest Quarter of the Southeast Quarter a distance of 647.00 feet; thence South 00° 46' 16" West, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 330.00 feet; thence South 89° 00' 18" West parallel with the North line of said Northwest Quarter of the Southeast Quarter, a distance of 200.00 feet; thence North 00° 46' 16" East, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 130.00 feet; thence South 89° 00' 18" West, parallel with the North line of said Northwest Quarter of the Southeast Quarter a distance of 447.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00° 46' 16" East along said West line, a distance of 200.00 feet to the point of beginning. Subject to an ingress and egress easement over and across the North 66.00 feet thereof. Also subject to Public Road Easement.

ALSO EXCEPTING THEREFROM TRACT II DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89° 00' 21" East along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 900.00 feet; thence North 0° 46' 16" East, a distance of 275.00 feet; thence South 89° 00' 21" West, a distance of 600.00 feet; thence South 0° 46' 16" West, a distance of 75.00 feet; thence South 89° 00' 21" West, a distance of 300.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence South 0° 46' 16" West, along said West line, a distance of 200.00 feet to the point of beginning.

AND

The North 100 feet of the East 217.8 feet of the West 613.80 feet of the Southwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24.

AND ALSO EXCEPTING THEREFROM TRACT III DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89° 00' 21" East along the south line of said Northwest Quarter of the Southeast Quarter; a distance of 900.00 feet; thence North 00° 46' 16" seconds East, a distance of 275.00 feet to the point of beginning; thence South 89° 00' 21" West, a distance of 600.00 feet; thence South 00° 46' 16" seconds West, a distance of 75.00 feet; thence South 89° 00' 21" West,, a distance of 300.00

feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North $00^{\circ}46'16''$ East, along said west line, a distance of 200.00 feet; thence North $89^{\circ}00'21''$ East, a distance of 150.00 feet; thence North $00^{\circ}46'16''$ East, a distance of 75.00 feet; thence North $89^{\circ}00'21''$ East, a distance of 750.00 feet, to a line that bears North $00^{\circ}46'16''$ East from the point of beginning; thence South $00^{\circ}46'16''$ West a distance of 200.00 feet to the point of beginning.

AND ALSO EXCEPTING THEREFROM TRACT IV DESCRIBED AS FOLLOWS:

That part of North Half Of The Southeast Quarter Of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said North Half of the Southeast Quarter Of Section 25; thence North $01^{\circ}03'31''$ East on an assumed bearing along the West line of said North Half of the Southeast Quarter a distance of 400.00 feet to the point of beginning; thence continuing North $01^{\circ}03'31''$ East along said West line a distance of 257.38 Feet; thence North $89^{\circ}31'43''$ East a distance of 564.90 feet; thence South $01^{\circ}03'35''$ West a distance of 180.07 feet; thence South $89^{\circ}17'43''$ West a distance of 414.95 feet; thence South $57^{\circ}09'11''$ West a distance of 140.90 feet; thence South $89^{\circ}17'43''$ West a distance of 33.02 feet to the point of beginning.

Subject to an Easement for Public Road and Trail Purposes over the Westerly 50 feet thereof.

EXHIBIT C

A temporary easement for roadway and material hauling purposes over, under and across the north forty five (45) feet of the following described property:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota described as follows:

Beginning at the Northwest corner of the said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 00 minutes 18 seconds East along the north line of said Northwest Quarter of the Southeast Quarter, a distance of 647.00 feet; thence South 00 degrees 46 minutes 16 seconds West, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 330.00 feet; thence South 89 degrees 00 minutes 18 seconds West a distance of 200.00 feet; thence parallel with the north line of said Northwest Quarter of the Southeast Quarter, North 00 degrees 46 minutes 16 seconds East, parallel with the west line of said Northwest Quarter of the Southeast Quarter a distance of 130.00 feet; thence South 89 degrees 00 minutes 18 seconds West, parallel with the north line of said Northwest Quarter of the Southeast Quarter a distance of 447.00 feet to the west line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 46 minutes 16 seconds East along said West line, a distance of 200.00 feet to the point of beginning.

Subject to an ingress and egress easement over and across the north 66.00 feet thereof.

Also subject to Public Road Easement.

EXHIBIT D TO THE AMENDMENT

QUIT CLAIM DEED

EXECUTED 12/21/2010

RECORDED 12/29/2010

ME

Doc. No. A 1165716

OFFICE OF THE COUNTY RECORDER
WRIGHT COUNTY, MINNESOTA

Certified Filed and/or Recorded on
12-29-2010 at 01:26

Check #: 27599 Fee: \$ 46.00
Payment Code 02
Addl. Fee

Barb Gabrelcik, County Recorder

No delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed (X) not required

Certificate of Real Estate Value No. _____
December 29, 2010

Robert J. Thier
Wright County Auditor:
by Cindy Baill Clerk or Deputy

Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Individual(s) to Individual(s)

DEED TAX DUE: \$1.65

DATE: December 21, 2010

FOR VALUABLE CONSIDERATION, Linda Dixon, a single adult, Gerald Mahler, a single adult, Carol Dixon and Gary Dixon, wife and husband, Loren Mahler and Belinda Mahler, husband and wife, Cynthia Kottke and Russell Kottke, wife and husband, and James Mahler and Diane Mahler, husband and wife ("Grantors"), hereby conveys and quitclaims to Ruha, LLP, a Minnesota Limited Liability Partnership ("Grantee"), real property in Wright County, Minnesota, legally described as follows:

See attached legal description

*Total consideration for this conveyance is less than \$500.00

Check here if all or part of the described real property is Registered (Torrens)
together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

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

Grantor

Linda Dixon
Linda Dixon

County of Wright

Deed Tax \$ 1.65
Ag Fee \$ 5.00
Rec # 241229 Date: 12-29-10

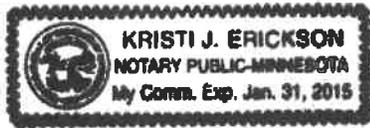
Drafted By/Return To:

Johnson, Larson, Peterson & Halvorson, P.A.
908 Commercial Drive
Buffalo, MN 55313
763-682-4550

State of Minnesota, County of Wright

This instrument was acknowledged before me on December 22, 2010, by Linda Dixon, a single adult.

(Seal, if any)



Kristi J. Erickson
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Johnson, Larson, Peterson & Halvorson, P.A.
908 Commercial Drive
Buffalo, MN 55313
763-682-4550

TAX STATEMENTS FOR THE REAL
PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
Ruha, LLP
c/o Carol Dixon
14731 55th Street N.E.
St. Michael, MN 55376

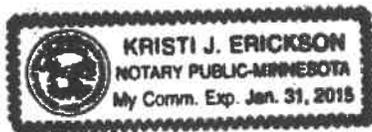
Grantor

Gerald Mahler
Gerald Mahler

State of Minnesota, County of Wright

This instrument was acknowledged before me on December 23, 2010, by Gerald Mahler, a single adult.

(Seal, if any)



Kristi J. Erickson
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

Grantors

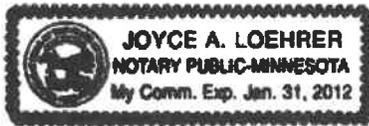
Carol Dixon
Carol Dixon

Gary Dixon
Gary Dixon

State of Minnesota, County of Wright

This instrument was acknowledged before me on December 20th, 2010, by Carol Dixon and Gary Dixon, wife and husband.

(Seal, if any)



Joyce A. Loehrer
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____ (month/day/year)

Grantors

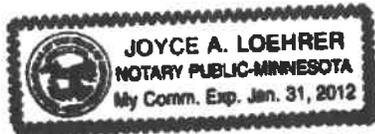
Loren Mahler
Loren Mahler

Belinda Mahler
Belinda Mahler

State of Minnesota, County of Wright

This instrument was acknowledged before me on December 20th, 2010, by Loren Mahler and Belinda Mahler, husband and wife.

(Seal, if any)



Joyce A. Loehrer
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____ (month/day/year)

Grantors

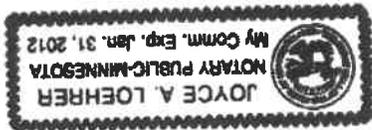
Cynthia Kottke
Cynthia Kottke

Russell Kottke
Russell Kottke

State of Minnesota, County of Wright

This instrument was acknowledged before me on December 21, 2010, by Cynthia Kottke and Russell Kottke, wife and husband.

(Seal, if any)



Joyce A. Loehrer
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

Grantors

James Mahler
James Mahler

Diane Mahler
Diane Mahler

State of Minnesota, County of Wright

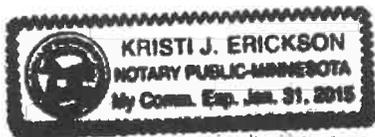
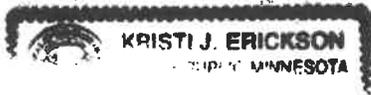
This instrument was acknowledged before me on December 23, 2010, by James Mahler and Diane Mahler, husband and wife.

(Seal, if any)

Kristi J. Erickson
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)



LEGAL DESCRIPTION

The North Half of the Southeast Quarter of Section 25 in Township 120 of Range 24 and the Northwest Quarter of the Southwest Quarter of Section 30 in Township 120 of Range 23, Wright County, Minnesota; also all that portion of the Southeast Quarter of the Northwest Quarter and all that portion of the East Half of the Southwest Quarter lying West of Crow River in Section 30 in Township 120 of Range 23.

EXCEPTING THEREFROM TRACT 1 DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the northwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 00 minutes 18 seconds East along the North line of said Northwest Quarter of the Southeast Quarter a distance of 647.00 feet; thence South 00 degrees 46 minutes 16 seconds West, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 330.00 feet; thence South 89 degrees 00 minutes 18 seconds West parallel with the North line of said Northwest Quarter of the Southeast Quarter, a distance of 200.00 feet; thence North 00 degrees 46 minutes 16 seconds East, parallel with the West line of said Northwest Quarter of the Southeast Quarter a distance of 130.00 feet; thence South 89 degrees 00 minutes 18 seconds West, parallel with the North line of said Northwest Quarter of the Southeast Quarter a distance of 447.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 46 minutes 16 seconds East along said West line, a distance of 200.00 feet to the point of beginning. Subject to an ingress and egress easement over and across the North 66.00 feet thereof. Also subject to Public Road Easement.

ALSO EXCEPTING THEREFROM TRACT 2 DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 00 minutes 21 seconds East along the South line of said Northwest Quarter of the Southeast Quarter, a distance of 900.00 feet; thence North 0 degrees 46 minutes 16 seconds East, a distance of 275.00 feet; thence South 89 degrees 00 minutes 21 seconds West, a distance of 600.00 feet; thence South 0 degrees 46 minutes 16 seconds West, a distance of 75.00 feet; thence South 89 degrees 00 minutes 21 seconds West, a distance of 300.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence South 0 degrees 46 minutes 16 seconds West, along said West line, a distance of 200.00 feet to the point of beginning.

AND

The North 100 feet of the East 217.8 feet of the West 613.80 feet of the Southwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24.

ALSO EXCEPTING THEREFROM TRACT 3 DESCRIBED AS FOLLOWS:

That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 00 minutes 21 seconds East along the south line of said Northwest Quarter of the Southeast Quarter; a distance of 900.00 feet; thence North 00 degrees 46 minutes 16 seconds East, a distance of 275.00 feet to the point of beginning; thence South 89 degrees 00 minutes 21 seconds West, a distance of 600.00 feet; thence South 00 degrees 46 minutes 16 seconds West, a distance of 75 feet; thence South 89 degrees 00 minutes 21 seconds West a distance of 300.00 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 46 minutes 16 seconds East, along said west line, a distance of 200.00 feet; thence North 89 degrees 00 minutes 21 seconds East, a distance of 150.00 feet; thence North 00 degrees 46 minutes 16 seconds East, a distance of 75.00 feet; thence North 89 degrees 00

minutes 21 seconds East, a distance of 750.00 feet, to a line that bears North 00 degrees 46 minutes 16 seconds East from the point of beginning; thence South 00 degrees 46 minutes 16 seconds West a distance of 200.00 feet to the point of beginning.

ALSO EXCEPTING THEREFROM TRACT 4 DESCRIBED AS FOLLOWS:

That part of the North Half of the Southeast Quarter of Section 25, Township 120, Range 24, Wright County, Minnesota, described as commencing at the southwest corner of said North Half of the Southeast Quarter of Section 25; thence North 01 degree 03 minutes 31 seconds East on an assumed bearing along the West line of said North Half of the Southeast Quarter a distance of 400.00 feet to the point of beginning; thence continuing North 01 degree 03 minutes 31 seconds East along said West line a distance of 257.38 feet; thence North 89 degrees 31 minutes 43 seconds East a distance of 564.90 feet; thence South 01 degree 03 minutes 35 seconds West a distance of 180.07 feet; thence South 89 degrees 17 minutes 43 seconds West a distance of 414.95 feet; thence South 57 degrees 09 minutes 11 seconds West a distance of 140.90 feet; thence South 89 degrees 17 minutes 43 seconds West a distance of 33.02 feet to the point of beginning.

Subject to an easement for public road and trail purposes over the Westerly 50 feet thereof.