
Olson Quarry – Bruening Rock Products Application Supplemental

Criteria for Granting Conditional Use Permits

1. The proposed quarry is located in an agricultural protection district. Mineral extraction is a conditional use allowed in the district. Mineral extraction is a temporary use, as the construction sand is removed the quarry will be reclaimed to grassland. This can be utilized as agricultural pasture or open green space. Both uses conform to the Counties Land Use Plan.
2. Quality construction sand and dairy bedding is in high demand for use in public and private infrastructure projects. The material excavated will be utilized in local dairy operations and construction projects.
3. Excavations are proposed to be above the water table. This will limit potential to degrade the water quality of the county.
4. The quarry is generally the high point of the area which limits off-site stormwater entering this site. The screening berms will divert off-site stormwater around the mining area as to not co-mingle with on-site stormwater.
5. On-site soils/overburden will be stripped, stockpiled, and utilized for reclamation once quarry operations are complete.
6. The site will have a NPDES permit active prior to any land disturbing activities.
7. The utilities, access roads, drainage areas are available to the site.
8. All parking will be within the quarry.
9. Traffic will be entering and exiting throughout the day. This will aid in multiple vehicles entering or exiting at the same time. This should limit congestion on the highway access point.
10. The quarry proposes to meet all setbacks within the agricultural protection district. Hours of operation will minimize conflicts with any adjacent properties.
11. Adjacent properties are agricultural in nature. The proposed quarry will not impede the development and/or improvement of surrounding properties.
12. The quarry itself will be shielded from dust and noise pollution with the quarry face being 25 to 220 feet in height. Hours of operation will minimize noise issues. Wet suppression may also be utilized for dust control. The entire quarry will have a min. of a 50' vegetated buffer will remain in place.
13. Residential development density standards would not be applicable to this development.
14. The development of the construction/dairy sand quarry is in line with the area in which it is proposed.
15. The quarry site was chosen due to its access to paved roads, the sand deposit, and the zoning district in which it lays. The quarry will have minimal impacts on the public's health, safety, morals, and general welfare.

Houston County Zoning Ordinance Section 27 – Mineral Extraction.

Section 27.6 Conditional Use Permit Required

Subd. 1. Application for Permit

1. The applicant and operator contact shall be:
Bruening Rock Products, Inc
Attn: Ronald Fadness (General Counsel)
900 Montgomery Street
P.O. Box 127
Decorah, IA 52101
[REDACTED]

The lease agreements for the property are attached

2. A Quarry Boundary Exhibit with the boundary description is attached.
3. An Existing Conditions Map is attached
4. An Operation Plan and Map are attached.
5. A Reclamation Plan and Map are attached.
6. Proposed material to be excavated is overburden material, construction sand and dairy bedding sand. Material will be excavated using common construction equipment. It will be run through a crusher and a screener for size. Material will be stored in stockpiles on-site. Blasting is proposed and depending on demand for material is proposed 1 to 3 times a year. This will be contracted to a licensed blasting contractor. The quarry is proposed to operate up to 30 years.
7. Overburden on-site averages 10' to 25' in depth.

Section 27.7 Existing Conditions Map

Subd. 1. Information Required on the Existing Conditions Map.

All information required is depicted and outlined on the attached Existing Conditions Map.

Section 27.8 Operations Performance Standards

Subd. 1 General Requirements

1. **Compliance.** The mining Operation shall follow all Federal, State, and local laws and ordinances.
2. **Operation of Equipment.** All equipment shall be constructed and maintained to minimize, as far as practicable, noises and vibrations.
3. **Explosives.** No explosives shall be stored on-site. The operator is proposing to utilize a licensed blasting contractor. The contractor shall follow all federal, state, and local laws and regulations.
4. **Mine Area Standards.** The quarry proposed will be a maximum of 20 acres under this CUP.
5. **Mine Density Standards.** The quarry proposed is a construction minerals quarry.

Subd. 2. Vegetation.

1. **Removal of Trees and Shrubs.** All existing vegetation shall remain in place until the area is to be mined. Vegetation removal and stripping will be completed in phases as the quarry operation move from west to east.
2. **Weeds and Noxious Vegetation.** The quarry site will be maintained for noxious vegetation.

3. **Preservation of Existing Trees and Ground Cover.** The quarry will maintain a minimum of 50' vegetated buffer along the perimeter of the quarry with exception of the access location where trees will hinder site distance.

Subd. 3. Access

1. **Jurisdiction.** The existing quarry access is from Highway 16. The proposed driveway will need to be permitted.
2. **Avoid Residential Streets.** Access is not proposed on any residential streets.
3. **Access Signage.** Quarry signage will be constructed at the entrance.
4. **Spillage on Roadways.** All trucks will be loaded in accordance with their specific specifications. Any road spillage will be cleaned from the roadways.
5. **Dust.** Highway 16 is a paved road.

Subd. 4. Water Resources.

1. **Drainage Interference Prohibited.** All quarry drainage will be contained on-site. The quarry will not impound waters on adjacent properties.
2. **Surface and Subsurface Water Quality.** The mining operation shall be above the water table and all surface water will be collected in the low points of the quarry to allow settling of solids on-site.
3. **Non-degradation of Surface Water.** The mining site is generally the high point of the area which limits off-site stormwater entering this site. The screening berms will divert off-site stormwater around the mining area as to not co-mingle with on-site stormwater.

Subd. 5. Safety Fencing

The proposed quarry is not adjacent to a residential zone and is not within 300 feet of two or more residential structures.

Subd. 6. Screening

1. **Residential and Commercial Properties.** The proposed quarry and adjacent properties are all zoned Agricultural Protection.
2. **Dwellings in Agricultural Protection Districts.** There are no dwellings within 1000' of the proposed quarry boundary.
3. **Public Roads.** The quarry is 1,100'+/- from the public road. With the natural vegetated screening and elevation change the quarry will not be visible from the public road.

Subd. 7. Setback Requirements

1. **Prohibited in District.** NA
2. **Residentially Zoned.** NA
3. **Adjoining Property Line.** The quarry proposes a min. of a 50' setback for excavations to all property lines.
4. **Excavating or Stockpiling.** The quarry proposes to maintain a 100' excavation and stockpiling setback to Highway 16.
5. **Public Waters.** The quarry excavation limits are 150' +/- from the ordinary high-water (OHW) level of the root river. In no instance is there disturbance within 100' to the OHW.
6. **Dust and Noise.** All applicable dwellings are greater than 1000' to any proposed mining expansion where processing and loading will take place.
7. **Dwellings.** NA

Subd. 8 Appearance

All buildings and structures will be maintained.

Subd. 9 Days of Operation

All mining operations will be conducted Monday – Saturday except for legal holidays.

Subd. 10 Dust.

All equipment used for mining operations will be constructed, maintained and operated in such a manner as to minimize dust conditions as far as practicable.

27.9 Operation Plan**Subd. 1 Operation Plan Requirements.**

1. **Estimated Life Expectancy.** The life expectancy of the proposed quarry is expected to be 30+ years.
2. **Material to be mined.** Construction Sand and Dairy Bedding Sand.
3. **On-Site Processing.** Material will be excavated using common construction equipment. It will be run through a crusher and a screener for size. Material will be stored in stockpiles on-site. If washing takes place. On-site water will be utilized. If the threshold for an appropriations permit is to be met a DNR water appropriation permit will be acquired.
4. **Days and hours of operations.** Quarry operations may be conducted Monday through Saturday, except for legal holidays. Hours of operation are 6:00 am and 8:00 pm.
5. **Haul routes.** Trucks will head east or west on highway 16 depending on the end user.
6. **Soil erosion and sediment control plan.** This quarry will have a NPDES permit active prior to mining activities. All existing vegetation will remain in place until quarry operations reach the area. All contact stormwater will be contained on-site. Overburden stockpiles shall be seeded when not in use to prevent erosion.
7. **A dust and noise control plan.** The quarry itself will be shielded from dust and noise pollution with the quarry face being 25 to 45 feet in height. Hours of operation will minimize noise issues. Wet suppression may also be utilized for dust control.

Subd. 2 Operations Map

All information required is depicted and outlined on the attached proposed operations map.

27.10 Reclamation Plan**Subd. 1 Reclamation Plan Required**

The reclamation plan is outlined below and on the attached Reclamation Plan Maps.

Subd. 2. Reclamation Plan Commencement Requirement

Reclamation shall commence within 3 months of one of the following happenings:

- a) Termination of the mining operation
- b) After the mining operation has been abandoned for 6 months.
- c) After the mining permit has been expired.

Subd. 3. Reclamation Plan Standards.

1. **Removal of Buildings and Structures.** All building, structures and plants incidental to the mining operation shall be dismantled and removed by, and at the expense of the mining operator.
2. **Grading and Filling.** The quarry shall be graded and back filled to create gently rolling topography which will minimize erosion. With exception to the exposed face of the quarry all slopes shall be less than 18%.
3. **Soil Quality.** On-site salvaged topsoil shall be spread across the quarry floor at a minimum thickness of 3”.
4. **Ground Cover.** All disturbed areas are to be covered in salvaged topsoil and seeded with MnDOT mixture 330 at 84.5 lbs./acre or an approved equivalent.
5. **Ponds.** Any areas excavated to a water producing depth shall be less than 10 feet in depth and a maximum slope of 3:1.
6. **Finish Grades.** The reclaimed quarry grade is to be a gradual grade greater than elevation 755.0. The quarry floor shall be a green space that creates grassland habitat.

Subd. 4. Reclamation Plan.

The proposed end use of the proposed quarry will be grassland to be used as animal habitat. Outlined above are the standards in accordance to the Houston County zoning ordinance.

Once quarry operations have been completed the operator will be responsible for the removal of all internal roads, scale, scale house, and machinery (miscellaneous removals). The site shall then be graded per the reclamation map (common excavation). Once mass grading is complete 6” salvaged topsoil shall be spread across all disturbed areas (salvaged topsoil respread). Upon completion of topsoil spreading the entire site shall be seeded, mulched, and fertilized in accordance with the latest Minnesota Manual for Erosion Control and MnDOT Regulations. Vegetation shall be inspected at 6 months and 12 months, noxious weeds shall be removed and non-vegetated areas reseeded as needed (seed, fertilize and mulch).

The reclamation estimate is included on the reclamation plan map.

Subd. 5. Reclamation Plan Map.

All information required is depicted and outlined on the attached proposed reclamation map

Subd. 6. Changes in the Reclamation Plan.

All changes in the approved reclamation plan shall be approved by the operator and the County Planning Agency.

27.11 Performance Bond Required.

The operator agrees to a performance bond for reclamation based on the estimated reclamation cost.



EXISTING CONDITIONS MAP



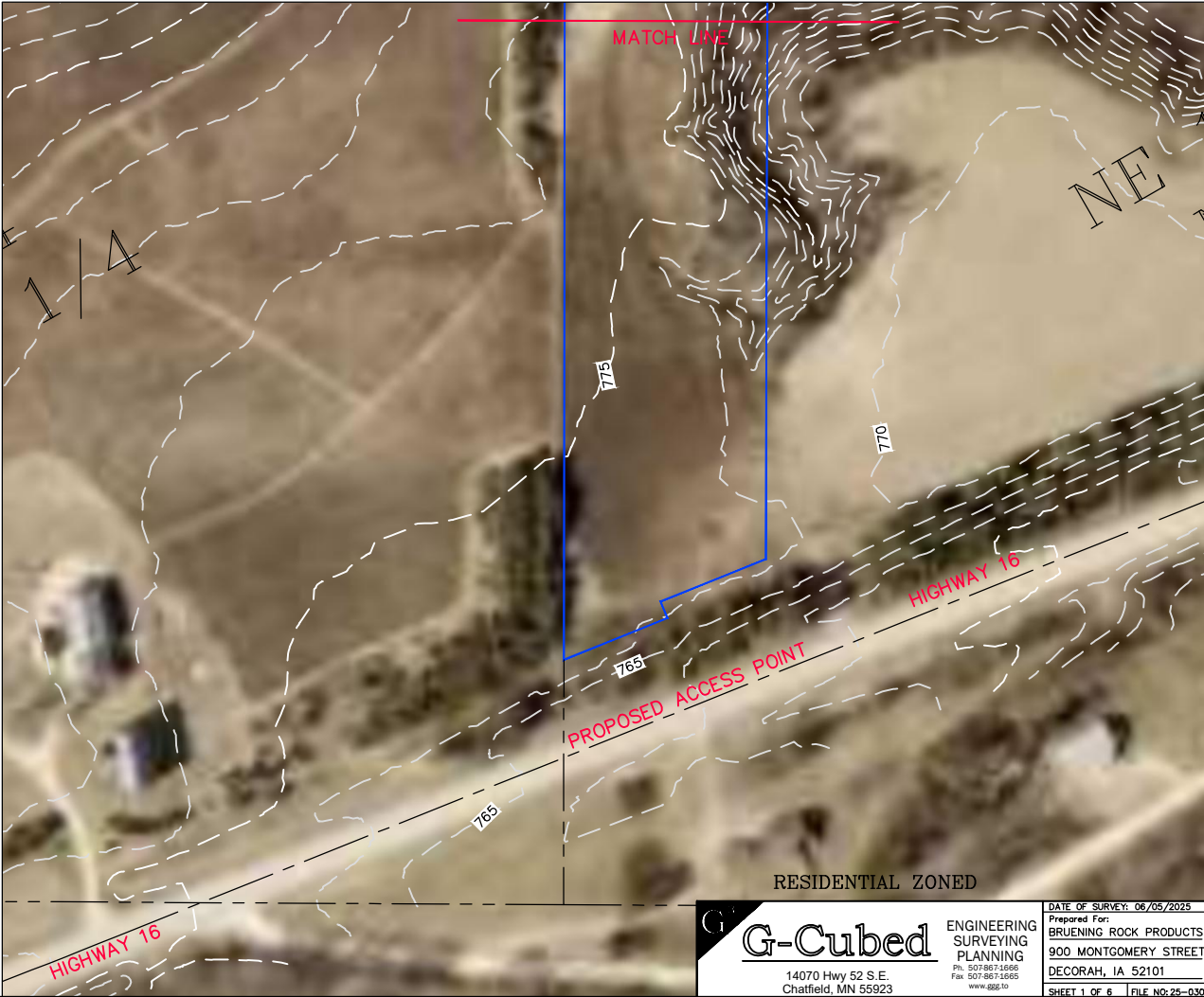
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LEGEND

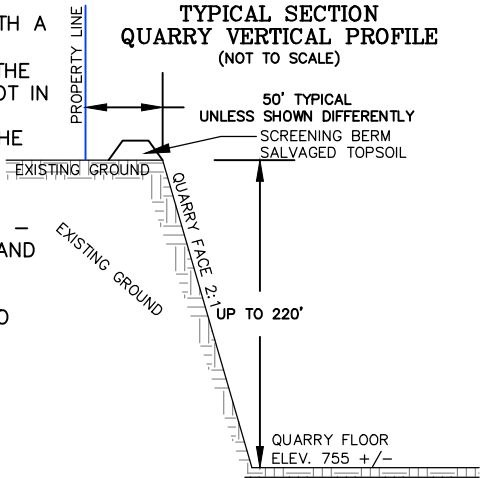
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- LEASE BOUNDARY
- PROPOSED QUARRY

- EXISTING CONDITIONS MAP SUMMARY:**
- EXISTING CONTOURS ARE SHOWN AT 5' INTERVALS.
 - THERE ARE NO WETLANDS ON-SITE.
 - THE UNDERLYING AERIAL PHOTO DEPICTS THE EXISTING WOODED AREAS.
 - THERE ARE NO EXISTING STRUCTURES OR WELLS ON-SITE.
 - THE PROPOSED ACCESS IS OFF OF HIGHWAY 16. A PERMIT WILL BE REQUIRED.



PROPOSED OPERATIONS MAP

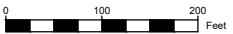
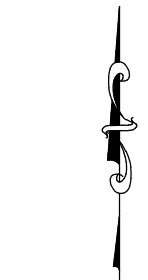
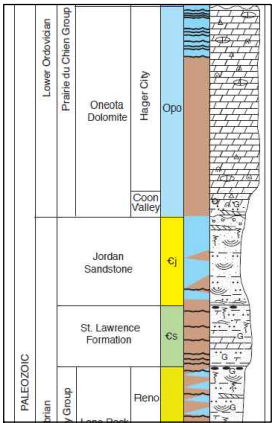
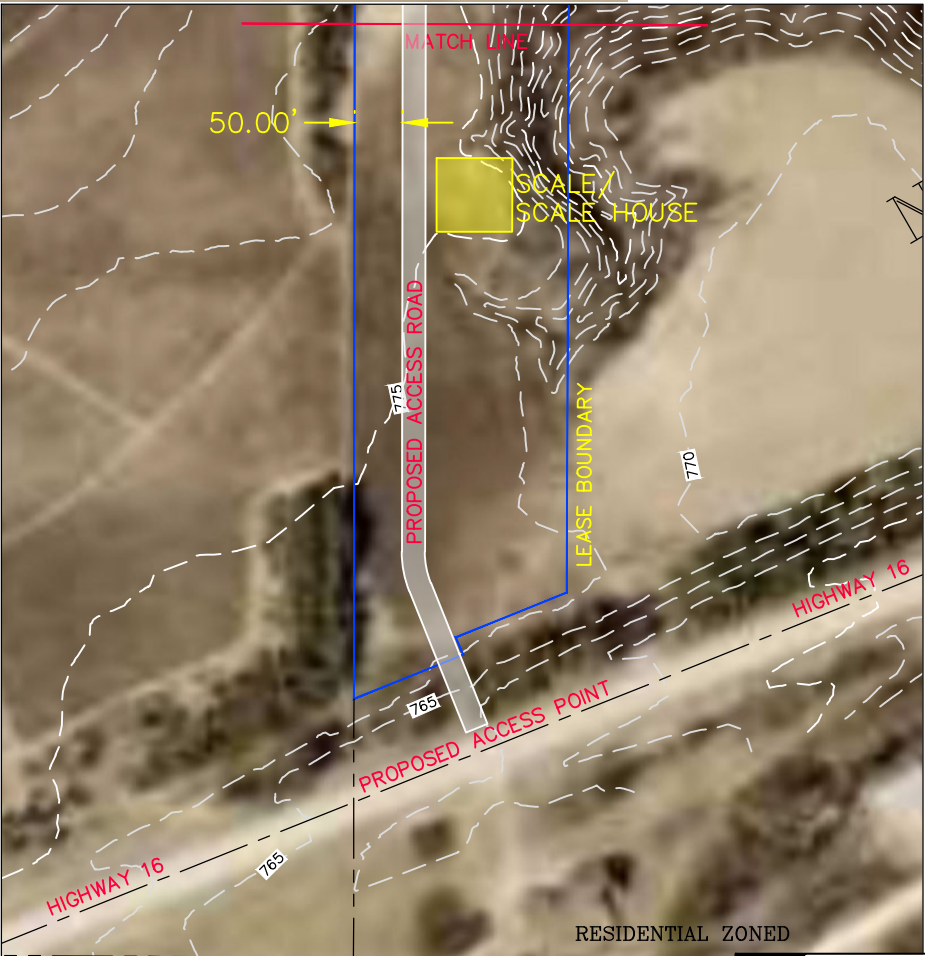
- OPERATIONS MAP SUMMARY:
- 1. MAXIMUM AREA TO BE EXCAVATED IS OUTLINED IN ORANGE. 20 ACRES
 - 2. VERTICAL PROFILE IS SHOWN IN THE TYPICAL SECTION.
 - 2.1. SOURCE SAND AND FORMATION PROFILE FROM THE GEOLOGICAL ATLAS ARE SHOWN ABOVE.
 - 3. THE PROPOSED SCALE HOUSE IS LOCATED AT THE ENTRANCE OF THE QUARRY
 - 3.1. THE SCALE HOUSE SHALL BE THE ONLY STRUCTURE WITHIN THE QUARRY
 - 4. ALL MINED MATERIALS WILL BE LOCATED ON THE QUARRY FLOOR WITH A MAXIMUM HEIGHT OF 25'
 - 5. MACHINERY WILL MOVE THROUGHOUT THE QUARRY DEPENDING ON THE ACTIVE MINING AREA. ALL MACHINERY WILL BE STORED ON-SITE NOT IN PUBLIC ROADWAYS.
 - 6. STOCKPILES WILL MOVE THROUGHOUT THE QUARRY DEPENDING ON THE ACTIVE MINING AREA.
 - 7. ALL VEHICLE PARKING WILL BE LOCATED WITHIN THE QUARRY.
 - 8. NO EXPLOSIVES WILL BE STORED ONSITE.
 - 9. ALL STORMWATER WILL BE CONTAINED ON-SITE. ALONG THE NORTH - NORTHEAST SIDE OF THE QUARRY THE STORMWATER WILL COLLECT AND ALLOW FOR SETTLING OF SEDIMENTS.
 - 10. INGRESS AND EGRESS WILL BE ON HIGHWAY 16 AS SHOWN.
 - 11. MACHINERY, EXCAVATIONS, AND STOCK PILES ARE ALL PROPOSED TO MEET THE 50' SETBACK



LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- LEASE BOUNDARY
- PROPOSED QUARRY
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

cj Jordan Sandstone (Upper Cambrian)—Dominantly whitish-tan to orange, very fine- to coarse-grained, quartzose, friable sandstone. Characterized by coarsening-upward sequences of two interlayered facies (Runkel, 1994), which are not separated on the map. They are medium- to coarse-grained, commonly bioturbated, with trough or tabular cross stratification and a fine-grained, feldspathic, burrow-mottled facies with hummocky cross stratification. The maximum thickness of the formation is 80 to 100 feet (24 to 30 meters).



G-Cubed

14070 Hwy 52 S.E.
Chatfield, MN 55923

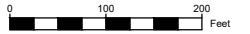
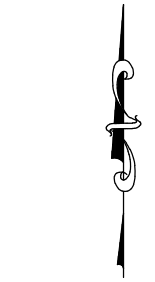
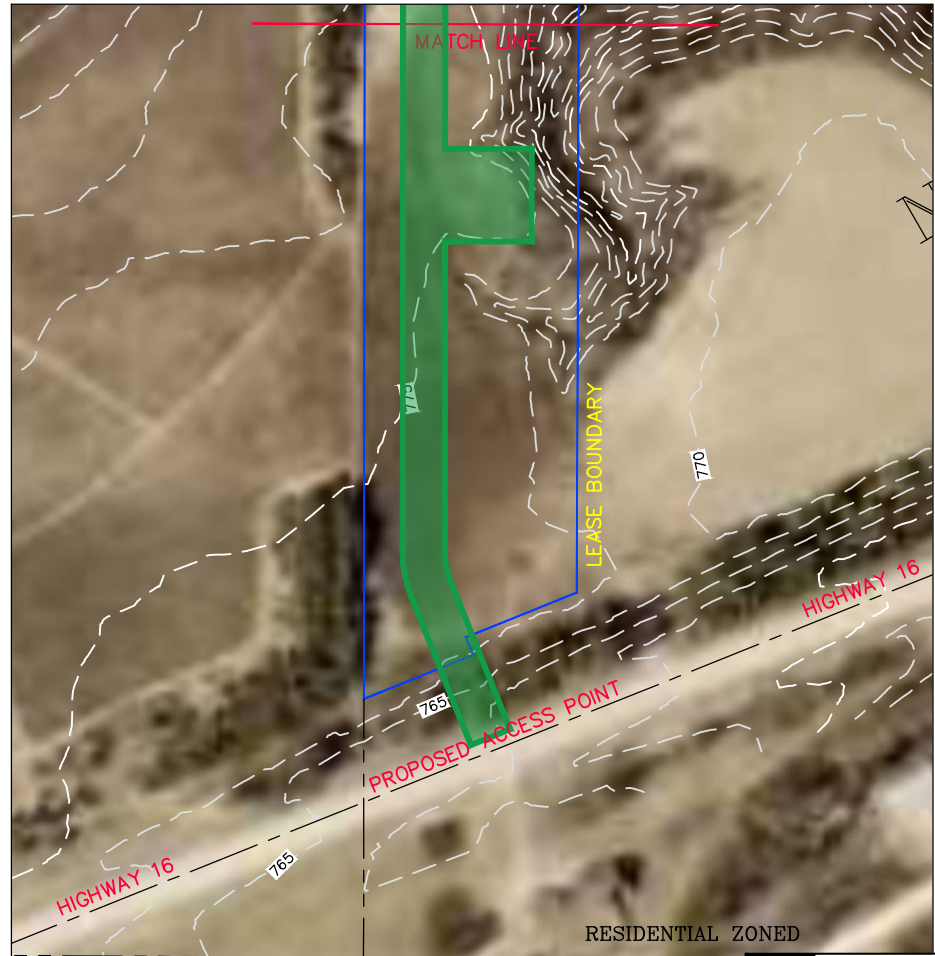
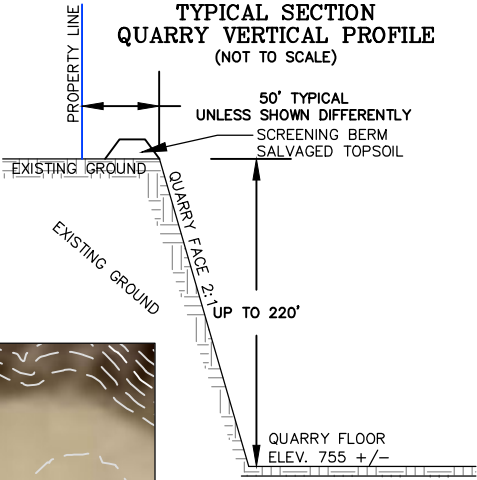
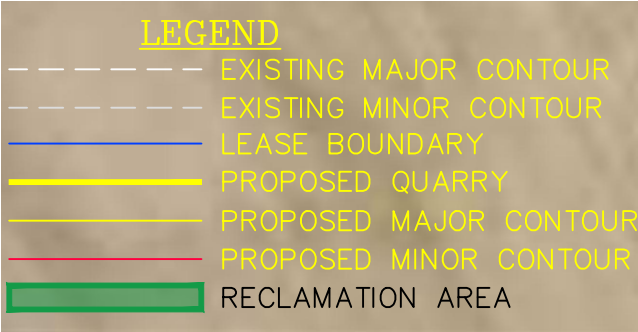
ENGINEERING
SURVEYING
PLANNING
PH. 507.867.1885
FAX 507.867.1885
WWW.GCS-TO

DATE OF SURVEY: 06/05/2025
Prepared For:
BRUENING ROCK PRODUCTS
900 MONTGOMERY STREET
DECORAH, IA 52101
SHEET 1 OF 6 FILE NO: 25-030

PROPOSED RECLAMATION MAP



- RECLAMATION MAP SUMMARY:**
1. FINAL GRADES ARE SHOWN IN 5 FOOT INTERVALS. FINAL FLOOR ELEVATION IS > 755.0 EXACT ELEVATION WILL VARY BASED ON VOLUME OF OVERBURDEN REMAINING.
 2. THE SITE SHALL BE SEEDED WITH MNDOT SEED MIXTURE 330 AT 84.5 LBS/ACRE OR APPROVED EQUIVALENT TO CREATE A GRASSY HABITAT.
 3. NO STRUCTURES SHALL BE CONSTRUCTED AS PART OF THE RECLAMATION PLAN.



QUARRY BOUNDARY EXHIBIT

SECTION 20

T. 104 N., R. 7 W.

QUARRY BOUNDARY DESCRIPTION:

That part of the South Half of the Southwest Quarter of Section 20, Township 104 North, Range 7 West, Houston County, Minnesota, described as follows:

Commencing at the southwest corner of said South Half of the Southwest Quarter; thence on an assumed bearing South 89°47'46" East, along the south line of said South Half of the Southwest Quarter, 729.00 feet; thence North 00°06'55" West 50.00 feet to the point of beginning; thence continue North 00°06'55" West 1203.99 feet; thence South 89°49'01" East 558.36 feet; thence South 23°16'15" East 530.77 feet; thence South 00°12'50" West 717.33 feet; thence North 89°47'46" West, parallel with said south line of the South Half of the Southwest Quarter, 762.96 feet to the point of beginning.

The above described conveyance contains 20.00 acres and is subject to any easements, covenants and restrictions of record.

20.00 ACRES

S89°49'01"E 558.36'

S23°16'15"E 530.77'

S00°12'50"W 717.33'

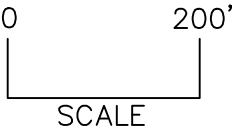
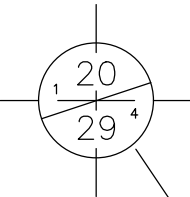
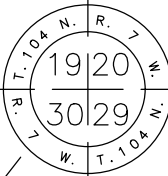
N89°47'46"W 762.96'

N00°06'55"W 50.00'

N00°06'55"W 1203.99'

S89°47'46"E 729.00'

S89°47'46"E 1906.52'



G³

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14070 Hwy 52 S.E.
Chatfield, MN 55923

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SURVEYING
PLANNING

Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

DATE OF SURVEY: 6-26-2025

Prepared For:
Bruening Rock Products
900 Montgomery Street
Decorah, IA 52101

SHEET 1 OF 1 FILE NO: 24-035

To Self Griffen

**LEASE AGREEMENT
Olson Sand Pit**

This agreement is made this 31 day of January, 2024, by and between Clair Olson and Patricia Olson, husband and wife, and Jarad Olson, a single person ("Lessor"), whose address for purposes of this lease is 22563 County 13, Rushford, MN 55971, and Bruening Rock Products Inc. ("Lessee"), whose address for purposes of this lease is P.O. Box 127, Decorah, IA 52101.

WHEREAS, Lessor is the owner of real estate legally described as:

The Southwest Quarter of the Southwest Quarter of Section 20-104-7 (Parcel No. 17.0010.001)

and

The Southeast Quarter of the Southwest Quarter of Section 20-104-7, except Tax Parcel Nos. 17.0010.002 and 17.0010.003 (Parcel No. 17.0010.000)

and

The West 225 feet of that portion of Northeast Quarter of the Northwest Quarter of Section 29-104-7 lying North of the right-of-way of the public roadway (Parcel No. 17.0035.000)

("the Real Estate"); and

WHEREAS, Lessee wants to establish the extraction of sand and gravel from the Real Estate on the terms set forth below; and

WHEREAS, Lessor wants Lessee to establish the extraction of sand and gravel from the Real Estate on the terms set forth below;

NOW THEREFORE, in consideration of the mutual obligations set forth in this lease agreement ("the Agreement"), the adequacy of which is hereby acknowledged, Lessors and Lessee hereby agree as follows.

1. PREMISES AND TERM. Lessor leases the Real Estate to Lessee for a term of fifteen years which shall commence on the first day of the month following zoning approval ("the Commencement Date").

2. ZONING CONTINGENCY. Lessee shall promptly apply for a conditional use permit to allow for mineral extraction activity on the Real Estate. Lessor shall sign such documents as may be necessary to obtain such permit. In the event that required permits cannot be obtained, Lessee may notify Lessor in writing that Lessee elects not to proceed, and all further obligations under this agreement shall be null and void.

3. ROYALTY PAYMENTS.

(a) Lessee shall pay Lessor the sum of [REDACTED] per ton of material transported from the Real Estate.

(b) Lessee shall pay Lessor a minimum royalty of [REDACTED] per year.

(c) The minimum royalty payment shall be paid in advance, beginning on the Commencement Date. Any royalties due in excess of the minimum royalty shall be paid on a quarterly basis. All royalty payments shall be sent by ordinary mail to the addresses listed in paragraph 11 below, as may subsequently be modified in writing.

(d) Lessee shall have the right to establish and maintain stockpiles of materials on the Real Estate. Royalties are not due for such stockpiles until the material is transported from the Real Estate.

(e) The payments set forth in this paragraph are the only compensation to be paid to Lessors for the operations contemplated in this Agreement, including the inherent consequences thereof, including but not limited to the changes the operation shall cause to the Real Estate.

4. **GOVERNMENTAL APPROVALS.** Lessee shall obtain all necessary permits required by applicable governing bodies to conduct mineral extraction operations on the Real Estate. Lessors shall take all reasonable steps to facilitate such governmental actions.

5. REPRESENTATIONS.

(a) Lessor represents and warrants as follows.

1. Lessor is the fee title holder of the Real Estate, and the undersigned partners are authorized to execute this Agreement without the consent of any third party, and know of no claim by any third party which would disturb Lessee's quiet enjoyment of the Real Estate.
2. Lessor knows of no hazardous substances on the Real Estate, and have no knowledge of any pending or threatened enforcement action by any governmental entity.
3. Lessee shall have the exclusive possession of the quarry during the term of this Agreement, and the exclusive right to remove sand or gravel from the Real Estate for the term of this Agreement.

(b) Lessee represents and warrants as follows.

1. All operations on the Real Estate shall be conducted in compliance with applicable laws.
2. Lessee shall indemnify and hold Lessor harmless from any damages to life or property proximately caused by Lessee's operations on the Real Estate, except that Lessee shall not be responsible for the ordinary consequences of quarrying and related activities.

6. **NO JOINT VENTURE.** This Agreement shall not be construed to establish a joint venture or partnership of any kind.

7. TERMINATION.

(a) If Lessee defaults in the payment of royalties as set forth herein, or in any other requirement under this Agreement, Lessors may terminate this agreement upon 60 days written notice, during which time such default is not cured.

(b) Lessee may terminate this agreement upon 60 days written notice in the event that quarrying operations cannot be economically continued, as determined by Lessee in its sole discretion.

(c) Upon the termination of the Lease, Lessee shall ~~perform~~ any reclamation required by applicable governmental authorities at no expense to Lessors.

(d) Except as set forth in this Agreement, neither Lessor nor any third party shall have any claim against Lessee for the changed condition of the Real Estate resulting from the quarrying operations conducted thereon.

(e) Upon the termination of this Agreement, Lessee may complete the production of any deposits that have been stripped prior to the end of the lease term, and continue to maintain stockpiles and necessary equipment on the Real Estate until such stockpiles are sold by Lessee. Lessee shall owe no additional compensation to Lessor, except for the payment of royalties on materials removed, including minimum royalty payments.

(f) Lessors waive any right to a landlord's lien under statutory or common law.

8. LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

9. CONFIDENTIALITY.

(a) Lessor agrees to keep the royalty rate and other financial terms of this Agreement confidential, except that Lessor may disclose such information to family members, attorneys, accountants, financial advisers and necessary government officials.

(b) The parties agree that only the "Memorandum of Lease Agreement" attached hereto as Exhibit A shall be recorded.

10. TAXES. Lessor shall pay all real estate taxes and other governmental assessments against the Real Estate before they become delinquent. If such taxes or assessments become delinquent, Lessee may (but shall not be required to) pay such taxes or assessments; and offset such sums against the royalty to be paid to Lessor under paragraph 2 above.

11. ASSIGNABILITY.

(a) Lessor may transfer ownership of the Real Estate to any third party upon 10 days written notice to Lessee, and the rights and obligations of Lessor under this Agreement shall run with Real Estate.

(b) Lessee may assign its rights and obligations under this Agreement upon 10 days written notice to Lessors.

12. NOTICES. Any notices required to be given under this Agreement shall be deemed delivered 48 hours after such notice has been deposited in a receptacle of the United States Postal Service with proper postage affixed, addressed to the parties at the following addresses:

Lessor:

Lessee:

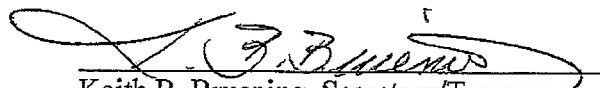
Clair & Jarad Olson
22563 County 13
Rushford, MN 55971

Bruening Rock Products, Inc.
P.O. Box 127
Decorah, IA 52101

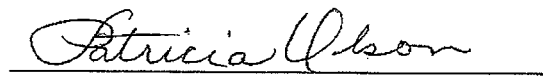
13. MISCELLANEOUS PROVISIONS.

- (a) Lessor retains the exclusive right to hunt and fish on the Real Estate.
- (b) Lessor may purchase, for their own use, sand from the Real Estate for the price of \$7.50 per ton, and trucking of the same for \$4.00 for the haul.
- (c) This instrument sets forth the entire agreement between the parties and may be amended only by written instrument signed by each party.

BRUENING ROCK PRODUCTS, INC.


Keith B. Bruening, Secretary/Treasurer


Clair Olson


Patricia Olson

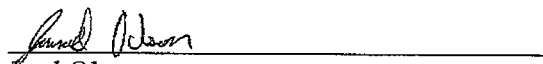

Jarad Olson

EXHIBIT A
MEMORANDUM OF LEASE AGREEMENT

MEMORANDUM OF LEASE AGREEMENT

Preparer Information:

Ronald D. Fadness, 900 Montgomery Street, P.O. Box 325, Decorah, IA 52101 (563) 382-2933

Return Address

Bruening Rock Products, Inc., 900 Montgomery Street, P.O. Box 127, Decorah, IA 52101

Lessor:

Clair Olson and Patricia Olson, husband and wife, and Jarad Olson, a single person

Lessee:

Bruening Rock Products, Inc, an Iowa corporation

Legal Description:

That part of the Southwest Quarter of Section 17-94-20 lying West of the creek

MEMORANDUM OF LEASE

Be advised that Clair Olson and Patricia Olson, husband and wife, and Jarad Olson, a single person, on behalf of themselves, their successors and assigns, have this ____ day of _____, 2024, entered into a lease agreement with Bruening Rock Products, Inc, an Iowa corporation, its successors and assigns for the real estate legally described as:

The Southwest Quarter of the Southwest Quarter of Section 20-104-7 (Parcel No. 17.0010.001)

and

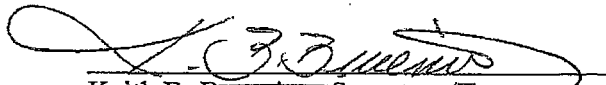
The Southeast Quarter of the Southwest Quarter of Section 20-104-7, except Tax Parcel Nos. 17.0010.002 and 17.0010.003 (Parcel No. 17.0010.000)

The West 225 feet of that portion of Northeast Quarter of the Northwest Quarter of Section 29-104-7 lying North of the right-of-way of the public roadway (Parcel No. 17.0035.000)

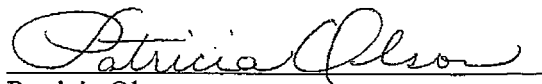
for a term continuing through _____.

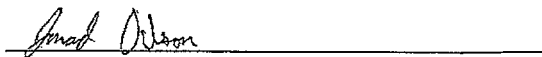
The agreement provides for the existence of mineral extraction operations on the Real Estate.

BRUENING ROCK PRODUCTS, INC.


Keith B. Bruening, Secretary/Treasurer

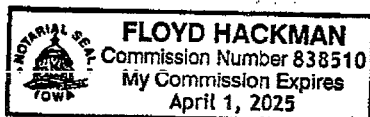

Clair Olson

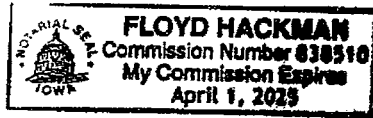

Patricia Olson


Jarad Olson

STATE OF IOWA, WINNESHIEK COUNTY

This instrument was acknowledged before me this 20 day of January, 2024, by Keith B. Bruening as Secretary/Treasurer of Bruening Rock Products, Inc.





Floyd Hackman
Notary Public

STATE OF MINNESOTA, HOUSTON COUNTY

This instrument was acknowledged before me this 31 day of January, 2024,
by Clair Olson and Peter Olson husband and wife.

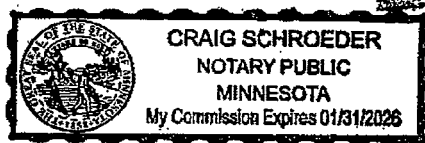


Craig Schroeder
Notary Public

STATE OF MINNESOTA, HOUSTON COUNTY

This instrument was acknowledged before me this 31st day of January, 2024,
by Jarad Olson, a single person.

Craig Schroeder
Notary Public





BRUENING ROCK PRODUCTS, INC.

900 MONTGOMERY STREET, P.O. BOX 127
DECORAH, IOWA 52101
(563) 382-2933

November 3, 2023

Houston County Planning and Zoning
Attn: Martin Herrick
304 S. Marshall St.
Caledonia, MN 55921

Re: Representation by G-Cubed Engineering

Please be advised that G-Cubed Engineering has been retained to represent Bruening Rock Products, Inc. for purposes of zoning and development matters before Houston County. This includes affiliated entities Skyline Materials, Ltd. and G & K Development, L.C.

Please contact me with any questions.

BRUENING ROCK PRODUCTS, INC.

A handwritten signature in black ink, appearing to read "Ronald D. Fadness". The signature is written in a cursive, flowing style.

Ronald D. Fadness
General Counsel