

**TOWN OF TAYCHEEDAH
FOND DU LAC COUNTY, WISCONSIN**

CONDITIONAL USE PERMIT

KNOW ALL MEN BY THESE PRESENTS that on the 24th day of June, 2026, a renewal of the conditional use permit was issued to Summit Quarry, LLC, and Evenson Construction Inc., 4915 CTH A, Valders, WI 54245 (together referred to as "Summit") pursuant to the Town of Taycheedah Zoning Ordinance. The term of this conditional use permit shall be 10 years, beginning June 24, 2026, and ending June 24, 2036. This conditional use permit authorizes Summit to conduct mineral extraction operations on a parcel of real estate consisting of 59.4 acres in the Town of Taycheedah on the following property:

SEE ATTACHED LEGAL DESCRIPTION

This permit authorizes Summit to use the above-described property for mineral extraction operations as authorized by the Town's Zoning Ordinance. This permit is subject to the following general and special conditions:

GENERAL CONDITIONS

1. Default. Any of the following occurrences shall constitute an event of default and revocation under this permit (whatever the reason for such event of default, and whether it shall be voluntary or involuntary or be caused by the operation of law or pursuant to any judgment, order or regulation):

- a. If Summit abandons the subject property; provided, however, that Summit shall not be deemed to have abandoned the subject property if Summit vacates all or substantially all of the subject property for a period not exceeding 6 months; or
- b. If a petition is filed by Summit under any bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 60 days after such filing; or
- c. If Summit fails to observe or perform any condition or provision hereof for a period of 30 days after receiving written notice of such failure from the Town; or

- d. If Summit fails to comply with any statute, regulation, rule or permit administered by any federal, state or county department, agency or commission within 30 days after receiving written notice of a violation by such federal, state or county department, agency or commission. Summit shall notify the Town Clerk in writing of any alleged violation, order or enforcement proceeding within seven days of receipt. The failure to notify the Town Clerk of any alleged violation, order or enforcement proceeding is an event of default under this permit.

The items listed above shall constitute events of default under this permit. However, the permit will not be revoked by the Town without first providing Summit with a notice of a hearing and a hearing at which Summit shall be given a right to respond to the alleged default.

2. Non-Assignability. The rights granted by this permit are not assignable or transferable to any other person, firm or corporation, whether by operation of law or otherwise, without the express prior written consent of the Town; provided, however, that the rights of Summit under this permit are assignable to a surviving spouse without the prior consent of the Town.

3. Interpretation. In their interpretation and application, the provisions of this permit shall be considered minimum requirements. This permit is granted with the intent that its provisions be liberally construed in favor of the Town. Time is of the essence in the performance of the requirements of this permit.

4. Modification. No provision of this permit may be modified except upon the written application by Summit and after public notice and hearing. The Town Board of Appeals has issued this permit pursuant to its powers defined by the Town's Zoning Ordinance. Summit is required to obtain separate authorizations for the erection of any buildings or improvements, highway access permits, and any other permit, license or authorization required by the Town, or by any County, State or Federal agency. The Town makes no representations regarding Summit's right to obtain whatever additional authorizations or permits may be necessary for the operation of non-metallic mining.

5. Reservation of Rights. The Town reserves the right to revoke entirely or modify this permit in part in the event of a failure of Summit to comply with any material term of this permit, the Operation and Reclamation Plan, or any other obligation lawfully imposed by the Town.

6. Severability. Each provision of this permit shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this permit shall be prohibited or invalid under applicable law as determined by a Court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the permit.

7. **Waiver.** No waiver or inaction by the Town or its officials shall be deemed to be made unless the same shall be in writing and signed by a duly authorized Town official. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Town in any other respect at any other time.

8. **Performance Standards.** Summit has submitted an operation plan, reclamation plan (both prepared by Miller Engineers and Scientists dated May 29, 1997) and a hydro-geological assessment (prepared by Layne-Northwest dated July, 1998). The operation plan, reclamation plan and hydro-geological assessment are incorporated by reference and, where relevant, their terms and conditions shall be deemed performance standards. Summit shall also be subject to the NR135 Reclamation Standards adopted by the State of Wisconsin, together with any additional reclamation standards adopted by Fond du Lac County or the Town.

9. **Renewal.** The Town makes no representations to Summit regarding the renewal of this permit under the Town's Zoning Ordinance. All rights available under law or in equity are reserved by the Town in determining whether or not this permit shall be renewed. Summit is hereby informed that they have no property rights in the expectation of the renewal of this permit.

10. **Reimbursement of Town Fees.** Summit shall reimburse the Town's reasonable engineering and legal fees incurred to administer or enforce the terms of this permit, including, without limitation, costs related to the required seismographs.

11. **Jurisdiction.** The Town reserves the right to conduct inspections of the quarry site, without prior notice, in order to administer and enforce the terms of this permit. By accepting this permit, Summit hereby grants the Town and its agent's permission to enter the quarry site to conduct inspections to ensure compliance with this permit.

12. **Indemnification.** Summit shall indemnify, defend and hold harmless the Town and its elected officials, employees and agents from and against any claims, liabilities, losses or expenses, including reasonable attorneys' fees that may arise as a result of the existence or operation of the quarry. Summit acknowledges that the Town's approval of this permit shall not be deemed a waiver of the Town's right to enforce existing Town ordinances.

SPECIAL CONDITIONS

1. Scope of Operation.

- a. Operations shall be conducted in accordance with the operation and reclamation plans and hydro-geological assessment submitted by Summit.
- b. The quarry will be worked in phases with the southern most portion of the quarry to be extracted first in order to allow proper drainage.
- c. The depth of the quarry shall in no event exceed 96 inches based upon the reference point established in Special Condition No. 12.
- d. Hours of operations shall be limited to the following:
Crushing: Monday through Friday 6:00 a.m. to 5:30 p.m.
Saturday 7:00 – noon
Load Out: Monday through Friday 7:00 a.m. to 6:00 p.m.
Saturday 7:00 – 2:00 p.m.
No operations are permitted on Sundays or legal holidays. For purposes of the preceding restrictions, "operations" include the operation of any equipment used in conjunction with the quarry.
- e. Summit shall reimburse the Town for damage done to any Town roads by equipment or vehicles traveling to and from the quarry.
- f. The use of fertilizers, the storage of feed or the presence of cattle is prohibited within the bermed quarry areas.
- g. Ingress and egress to the quarry is limited to County Trunk Q as shown on Exhibit #1, dated 9/11/02, attached.
- h. The depositing of non-agriculturally generated fill material shall be considered quarry operations and may occur only during the hours of operation described in subsection d above.
- i. The depositing of fill material generated by David and Dan Bertram and their employees during agriculture-related activities shall not be considered quarry operations and is not subject to hours of operations limitations.

- j. A temporary hot mix asphalt plant or temporary concrete plant may be installed at the property. The plant may remain until March 9, 2019, at which time it must be removed unless the Town grants express written permission for the plant to remain for a longer period. Operation of the plant is subject to the hours of operation limitations set forth in subsection d, above.

2. Blasting Activity

- a. All blasting shall be conducted in conformance with the Town's Blasting Ordinance and applicable state and federal laws and regulations.
- b. No blasting shall occur within 48 hours after any other quarry operator has blasted within the Town.
- c. Prior to any blasting activity, Summit or its authorized agents shall provide written notice to the Town Clerk (by regular mail, facsimile or hand delivery) of all blasting dates.
- d. Each blast shall be administered to minimize seismic activity to the surrounding area.
- e. Blasting may occur only between the hours of 9:00 a.m. and 4:00 p.m.
- f. A maximum of 140 holes is permitted per authorized blast.
- g. All blasting shall be monitored by a calibrated seismograph. The seismograph shall be located in accordance with the Town's Blasting Ordinance. Summit is further expected to place a seismograph at the telecommunications tower on Mengel Hill Road and at W3465 Cty. Q. Summit is hereby advised that the Town reserves the right to require independent seismographs at the time when the Northeast Asphalt or Tim and Dan Simon special use permits are being considered for renewal.

Section 7-5-3(b)(4) prohibits blasting after 4:00 p.m., provided, however, that in the event an emergency has delayed a blast beyond 4:00 p.m., a loaded hole may

be blown within a reasonable time thereafter. This provision applies to the renewed permit. However, Summit shall provide actual notice to the residents of the Daniel Freund home located at N9039 Mengel Hill Road or the Dan Freund barn at N8957 Mengel Hill Road.

3. Groundwater Monitoring.

- a. Prior to any quarry activity, Summit shall install two groundwater monitoring wells, one of which shall be located upgrade from the manure pit on the Bertram farm and the other downgrade from the manure pit on the Bertram farm, both in accordance with State of Wisconsin Chapter NR141 Monitoring Well Standards. Pursuant to formal action taken by the Board of Appeals on November 18th, 2003, the two groundwater monitoring wells were properly abandoned. The well abandonment was done in order to eliminate the potential of facilitating groundwater contamination. Additional groundwater monitoring wells shall be installed if the Town determines that the information disclosed by the shallowest potable well on the Bertram farm is insufficient to determine the quarry's effect on the local groundwater.
- b. The water taken from the shallowest potable well on the Bertram farm shall be tested semiannually, once in the month of May and once in the month of November, for (1) fecal/coliform and (2) the DRO (Diesel Range Organics) series. The fecal/coliform groundwater monitoring data and tests shall be forwarded to the Town Clerk within 5 days; the DRO series groundwater monitoring data and tests shall be forwarded to the Town Clerk within 30 days.
- c. Nothing contained in this permit is intended to authorize or permit any degradation of the quantity or quality of the groundwater in connection with the non-metallic extraction operations by Summit.
- d. No wells shall be drilled within the boundaries of the quarry site, except that a well may be installed at the west edge of the permitted property, as indicated on plans submitted to the Town in connection with its March 9, 2017 amendment to this permit. The well must comply with all State, County, and local regulations. All water necessary for dust control during crushing activities shall be reclaimed water or well water from the Bertram Farm located at W3502 County Road Q provided a storage tank and float system is used.

- e. All quarry activity shall immediately cease and desist if there are at least two positive tests indicating groundwater contamination. Quarrying activity shall be indefinitely postponed until the source of the groundwater contamination has been conclusively determined.

Section 7-5-5(g)(3) contains various requirements relating to preblasting notification. During the term of this renewed permit, Summit shall provide a preblast notice to all residents located within 1,000 feet of the quarry. Special condition number 3 is amended to reflect this change.

During the term of this renewal permit all groundwater samples shall be “pulled” by licensed personnel only. Furthermore, the required groundwater test results shall be mailed directly from the firm performing the tests to the Town Clerk.

4. Reclamation Plan.

The Reclamation Plan submitted to the Board of Appeals at the September 9, 1997 hearing concerning this permit is hereby incorporated by reference as is fully set forth in this permit. The Town reserves the right to require financial security to secure the performance of the Reclamation Plan before this permit is considered for renewal. The subject property shall be reclaimed so that glacial till will be spread over exposed bedrock and covered with topsoil. The entire area will be seeded and restored for agricultural purposes. Final surface water drainage patterns shall follow the topography in existence prior to quarrying activity. Summit shall also be subject to the NR135 Reclamation Standards adopted by the State of Wisconsin, together with any additional reclamation standards adopted by Fond du Lac County or the Town.

5. **Surface Water Protection.** The quarry shall be operated so that surface water from areas outside of the quarry will be diverted from entering the quarry. All water from quarry operations shall be pumped and retained on the premises. All surface water runoff from rainfall or snow melt shall be allowed to drain in volumes not exceeding pre-mining rates. Silt screens or filter fabric shall be maintained, where necessary, in order to control erosion.

6. **Topsoil.** All topsoil shall be retained on the site. Topsoil may be used for berming on the site. Subsoil shall also be retained for berming and grading. The Town's express written consent is required for the removal of any topsoil or subsoil from the site.

7. **Area Wells.** Summit shall repair or replace any damaged wells located within the pre-blast survey area if caused by blasting or quarry operations provided pre-blasting benchmark inspections are allowed homeowners within the designated warning area.
8. **Manure Pit.** The manure pit on the Bertram farm shall be either repaired, reconstructed or relocated, at Bertram's expense, if contaminants from the manure pit are detected in the shallowest potable well on the Bertram farm.
9. **Insurance.** Summit shall submit a certificate of insurance identifying the Town and its elected officials, employees and agents as additional insureds with the following minimum coverage limits:
 - a. Comprehensive General Liability Insurance, including blanket contractual liability insurance, insuring Summit's obligation to indemnify the Town as provided in this permit insuring the Town, its officials, officers, agents and employees against liability for personal injury, including death of persons resulting from injuries occurring on or in any way related to the use or occupancy of the permitted premises in a minimum amount of \$1 million per occurrence and against liability for damage to property occurring on or in or relating in any way due to the permitted premises with the combined aggregate of \$2 million.
 - b. Comprehensive General Public Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the permitted premises or arising out of the operation of the permitted premises. Such insurance shall afford protection of not less than \$1 million with respect to bodily injury or death to any one person with the combined aggregate of \$2 million with respect to any one accident, and not less than \$100,000 with respect to property damage, without deductibles.
10. **Performance Bond.** To secure the reclamation required by this permit, Summit shall submit to the Town a performance bond in an amount not less than \$20,000. The bond shall provide that if the reclamation has not been completed as required by this permit, the amount of the bond shall be paid to the Town and the Town shall have the authority to complete the necessary obligations. The bond shall be filed in the office of the Town Clerk. The bond submitted by Summit shall be in a form satisfactory to the Town's legal counsel.

11. Fugitive Dust Emissions Control Plan. The Fugitive Dust Emissions Control Plan, attached, is incorporated herein and shall constitute a performance standard of the permit.

12. Reference Point. Pursuant to formal action taken by the Board of Appeals on August 7th, 2006, the reference point was established with the insertion of a 1" steel rod in an area within 4 feet of the culvert opening; which is located near the southeast corner of the quarry. The top of the rod is to be 18 inches above the quarry floor as it existed on 8/7/06. The top of the rod shall be the zero mark. The top of the rod (zero mark) is to be referenced as the lowest point in the northeast corner of the quarry as it existed on 8/7/06. The quarry floor along the west and the south walls of the quarry shall not exceed a total of 96 inches based upon this reference point.

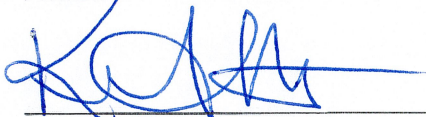
13. Scale. During the term of this renewed permit, the scale may be used by local farmers to weigh agricultural products.

Dated this 24th day of June, 2026.

TOWN OF TAYCHEEDAH BOARD OF APPEALS

By: 
Chairperson

Attest:


Secretary

Legal Description of Properties

The NE 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 15, T16N, R18E, Town of Taycheedah, Fond du Lac County, Wisconsin, consisting of 34.286 acres of property; and

A part of the NW 1/4 of the NW 1/4 of Section 15, Commencing at the NW corner of said Section 15; Thence South 89°44'21" East a distance of 1,331.80 feet along the north line of the NW 1/4 to the NW corner of Certified Survey Map No. 5245, Volume 32 Page 74 of Certified Survey Maps; thence South 01°16'19" East a distance of 750.00 feet along the west line of Certified Survey Map No. 5245 to the point of beginning; thence South 89°44'21" East a distance of 740.00 feet along the south line of Certified Survey Map No. 5245; thence southwesterly to a point that is South 01°16'19" East a distance of 578.00 feet from the point of beginning; thence North 01°16'19" West a distance of 578.00 feet to the point of beginning, containing approximately 4.9 acres, more or less; and

A part of the NW 1/4 of the NW 1/4 of Section 15, commencing at the NE corner of the NW 1/4 of the NW 1/4 of Section 15; thence running west parallel with the north line of said NW 1/4, NW 1/4 700 feet; thence south 1,250 feet to a point, thence east 700 feet to the north and south quarterline, thence north on said quarterline 1,250 feet to the north of said NE 1/4 NW 1/4 tract, the place beginning, containing approximately 20.2 acres, more or less.