

Zoning Administrator

County of Green Lake

Telephone 294-6628

492 Hill Street

Office of the County Zoning Administrator

Green Lake, Wis. 54941

August 11, 1987

Colaska Production Company
Attn: Stephen N. Stehlik
P. O. Box 610
Nebraska City, NE 68410

Dear Mr. Stehlik:

In regards to our telephone conversation of July 31, 1987, I have checked into your Conditional Use Permit for the Utley Quarry.

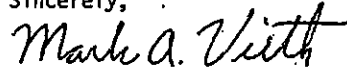
To the best of my knowledge, there is no need to renew the permit as long as you continue the original permitted use the permit was issued for.

If the land use changes, then a new conditional use permit may be necessary for the new use.

For now you should be able to continue crushed and broken stone quarrying without any further conditional use permits or fees.

Feel free to contact me if you have any further questions.

Sincerely,



Mark A. Vieth
Zoning Administrator/Sanitarian

MAV/nkg

CONDITIONAL USE

State of Wisconsin) ss
County of Green Lake)

Before the GREEN LAKE COUNTY ZONING COMMITTEE

The undersigned hereby applies to the Green Lake County Zoning Committee
to grant a conditional use permit to permit Crushed and Broken Stone Quarring

_____ on premises described as Utley Quarry
Located in Section 36, Twp 15N and Range 13E, Approximately 44 1/2 acres more or less.
Parcels 709 and 717.
Town of Green Lake
~~Southwest of Fairwater~~
presently zoned agriculture M-1.

6.1 Conditional Use:

Investigations of and public hearing on conditional uses required by the regulations of this section shall be conducted by the County Zoning Committee for the purpose of determining the effect of the proposed use or the location thereof on the character of the neighborhood and its suitability for development under the general plan of this ordinance and amendments thereto. Such effects may be, but are not limited to, increased traffic on the highways, heavy vehicular traffic, and the emission of noise, smoke, dust, odors, glare, heat or noxious gases, watershed deterioration, water and air quality, topography, slope and soil capabilities.

Date: July 14, 1986

[Signature]
Signature* (print name & address below)
R. D. Knisely, President
Colaska Production Co.
P.O. Box 610
Nebraska City, NE 68410

*IF NOT SIGNED BY OWNER. I/We, the undersigned do hereby certify that I/We am/are the owner(s) of lands as described above and submitted by: _____ and that I/We do not object to the above request.

Date: July 14, 1986

[Signature]
Signature (print name & address below)
Lester O. Schwartz
Attn: G.R. Clark
c/o M&I Ripon State Bank
P.O. Box 10
Ripon, WI. 54971

(A \$50.00 filing fee must accompany this appeal - payable to GREEN LAKE COUNTY)

DETERMINATION OF THE ZONING COMMITTEE

(APPROVED)
~~(DENIED)~~
~~(MODIFIED)~~ as follows: _____

Date: 9-8-86

Zoning Committee:
[Signature]
[Signature]
[Signature]
[Signature]



Wausau Insurance Companies

Any correspondence in relation to this bond should be directed to: Wausau Insurance Companies Surety Underwriting 2000 Westwood Drive Wausau, Wisconsin 54401

LICENSE OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 0750-31-050480

THAT WE, Colaska Production Company

as Principal, and Employers Insurance of Wausau A Mutual Company, Wisconsin

Corporation with principal office at: Wausau, Wisconsin, as Surety, are held and firmly bound unto Green Lake Wisconsin County Commissioners

in the sum of Ten Thousand and No/100 DOLLARS (\$10,000.00),

for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 25th day of August, 1986.

The Condition of this obligation is such, that Whereas Principal is desirous of obtaining a license or permit from Green Lake Wisconsin County Commissioners to do business as An Excavation Contractor

in Green Lake Wisconsin

commencing on the 25th day of August, 1986.

NOW, THEREFORE, if Principal shall, during the period commencing on the aforesaid date, faithfully observe and honestly comply with such Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue, subject, however, to the following condition:

This bond may be canceled and the Surety relieved of all further liability hereunder by the surety's giving thirty (30) days written notice thereof to the Principal and Obligee.

Colaska Production Company

Principal (Seal)

By

[Handwritten signature of Principal]

COUNTERSIGNED:

Employers Insurance of Wausau A Mutual Company

Surety (Seal)

By

[Handwritten signature of Attorney-in-Fact]

Attorney-in-Fact M. E. Salvato

[Handwritten signature of Agent]

E. F. Kernien, Milwaukee, Wisconsin

COLASKA PRODUCTION COMPANY'S
PROPOSED QUARRY OPERATIONS PLAN

Utley Quarry, Markesan Township Wisconsin

Colaska Production Company plans to produce 3 to 12 ton stone from the granite faces and deposits in the quarry. This rock will be obtained by setting powder charges to loosen the rock and then using loaders and backhoes to sort and select the stones which meet the gradations. The stone will then be loaded on dump trucks and hauled out of the quarry. The dump trucks will be weighed at the quarry site and will not be over gross legal weight.

In regards to the Quarry property, the quarrying activity will be conducted a safe distance from the adjoining properties, road and railroad, since most of the granite formations lie near the center of the Quarry parcel. It is also the intentions of Colaska to use low-power charges in an effort to preserve the stone in as large of pieces as can be obtained. It is not the intent of Colaska at this time, or in the foreseeable future to produce crushed stone or aggregates out of the quarry.

Colaska Production Company will erect and maintain a haul road from the County Road (known as Quarry Road) into the quarrying area. Colaska will install an appropriate drainage device (culvert) where needed, to facilitate drainage. Upon discontinuance of operations in the Quarry, Colaska will rehabilitate the Quarry as per Quarry Rehabilitation Plan herewith submitted.

QUARRY REHABILITATION PLAN

INGRESS AND EGRESS TO PROPERTY: Colaska Production Company will maintain a road for access in and out of the quarry when quarry is actively being used to produce rock. If quarry production is terminated or there are no foreseeable future operations, Colaska will dehabilitate road so as to prevent ready access to the public of the quarry area.

VEGETATION RETENTION: Colaska Production Company foresees minimal disruption of the present vegetation at the quarry. Efforts will be made to minimize quarry activities to the areas from which rock is being removed. These areas, along with adjacent ground to provide adequate space in which to load the rock, will be the only areas disturbed. Due to the fact that the majority of the quarry is presently a granite base without topsoil, it is not feasible to seed these areas upon discontinuance of the operations of the quarry.

WATERSHED PRESERVATION: Colaska Production Company does not anticipate that its quarry operations will affect the watershed and drainage of the area. At this time Colaska does not expect to use water in the quarry. Though the contours of the surface in the quarry will be changed due to quarrying, there should be no significant disturbance of the natural runoff as is now present.

QUARRY CLEANUP: At the completion of its quarry operations, Colaska Production Company will remove all equipment from the quarry site. Throughout the time of the active quarry operations, Colaska will continually maintain the quarry area, preventing any accumulation of discarded or unused parts and equipment. Upon termination of activity in the quarry, Colaska will thoroughly clean up the area along with removing any accumulated debris.
