# Application for a Conditional Use Permit for Non-metallic Mineral Mining

**Breezy Point Properties** 



Towns of Maxville and Nelson, Buffalo County, Wisconsin

Summit Project No. 2226-0001

June 2014



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### Application for a Conditional Use Permit for Non-metallic Mineral Mining

#### **Breezy Point Properties**

## Towns of Maxville and Nelson, Buffalo County, Wisconsin

## **1.0** Application Requirements

#### 1.1 Completed Application

The completed application has been included as Appendix I.

#### 1.2 General Information

#### 1.2.1 Adjacent Landowners/Legal Description

A map showing the adjacent landowners and the legal descriptions of the parcels are included in Appendix II. The parcel numbers are listed below:

#### Maxville Township

020-00655-0000	020-00657-0000
020-00645-0000	020-00658-0000
020-00551-0000	020-00659-0000
020-00553-0000	020-00662-0000
020-00554-0000	020-00663-0000
020-00555-0000	020-00557-0000
020-00648-0000	020-00649-0000
020-00660-0000	020-00673-0000
020-00650-0000	020-00653-0000

## Nelson Township

032-00075-0000	032-00086-0000
032-00077-0000	032-00087-0000
032-00079-0000	032-00095-0000
032-00082-0000	032-00099-0000
032-00084-0000	032-00111-0000
032-00085-0000	032-00115-0000

#### 1.2.2 Owner Information

Breezy Point Farms, Inc.; Breezy Point Acres, LLC; Breezy Point Forests, LLC; Breezy Point Lands, LLC; Breezy Point Properties, LLC

Deric J. Lindstrom W2184 County Road K Durand, Wisconsin 54736 715-495-5021 (cell) 715-673-4982 (home)

#### 1.2.3 Operator Contact Information

Wisconsin Proppant Resources, Inc. 103 20<sup>th</sup> Street NE Stewartville, Minnesota 55976 Eric Clement, President – (563) 203.7377 (cell)

#### 1.2.4 Lease Agreement

A signed copy of the lease or a letter signed by the owner of the property which authorizes the operator to enter the owner's land for the purpose of nonmetallic mining as defined in the Buffalo County Zoning Ordinance. See Appendix III for a copy of the Lease Agreement.

#### 1.2.5 Permit Application Fee

The permit application fee is included with the application.

#### 1.3 Operation Plan

#### 1.3.1 CUP Consideration Factors

#### 1. The location, nature, and size of the proposed operation or use

The owner and operator propose a relatively small-footprint and short duration mining and revegetation effort at the Breezy Point properties in the Town of Maxville, Buffalo County, Wisconsin (Figure 1).

The nature of the project is to construct a "bluff trail", or a terrace, in the side of the bluff. The bluff trail will have positive benefits for the landscape and wildlife in the area, including:

- restoring the area back to pre-settlement vegetation;
- creating habitat for flora and fauna species;
- reducing erosion;
- improving storm-water quality; and
- increasing the recreational value of the property.

#### 2. The physical size of the site in relation to the proposed use

The area of Breezy Point properties encompassing the entire mining area is approximately 450 acres, however, the actual excavation will be conducted in an area covering 10% of this area, or approximately 45 acres (Figure 2). The sand washing and drying area and temporary access roads will require approximately 55 additional acres.

# **3.** The location of the site with respect to anticipated traffic and existing or future streets or roads giving access to the proposed use.

The site is located between County Highway K, Lindstrom Valley Road, and County Highway V (Figure 2). No increases in traffic are proposed for Lindstrom Valley Road or County Highway V. The operators anticipate that approximately 60 to100 loads per day will be transported offsite going west on County Highway K and then north and south on State Highway 25. See Section 1.3.7 for information on haul routes. The operator has contacted the Buffalo County Highway Department to evaluate safety, design standards of County Highway K for both traffic and weight, and modifications to the existing driveway permit, if necessary.

## 4. Its compatibility with existing uses of the proposed land use, including adjacent lands.

The site is within the Agricultural District and is surrounded by agricultural and forested land. Article 5, Section 51.1 lists nonmetallic mining as a conditional use in the Agricultural District. The operation is compatible with existing land uses, since the proposed project will stabilize and improve the long-term sustainability of the hillsides and increase the recreational value that is currently realized. The proposed plan will improve wildlife habitat and the area will be significantly more accessible for the landowner. The hillsides will be less susceptible to erosion after the bluff trail has been established due to the proposed terrace design.

## 5. Its harmony with current and future development of the district.

As of the date of application, the owner and operator are not aware of any proposed residential development in the area. The proposed excavation and re-vegetation operation and is in harmony with the future development of the district. The erosion control, reduction of storm

water, reduction of invasive species, and enhancement of wildlife habitat are some of the benefits of the project that are consistent with district-wide objectives.

# 6. Existing factors including, but not limited to: topography, drainage, water quantity and quality, air quality, soil types, soil erosion, and vegetative cover.

The site is characterized by relatively steep topography (Figure 3) that forms a U-shaped valley. The soils are predominantly silt loams of various complexes (Figure 4 and Appendix IV). A potential wetland in the extreme southwest corner of the area (Figure 4) was indicated by the Wisconsin Surface Water Viewer, however, this area will not be impacted by mining or processing activities. Area wells are presented on Figure 5. No detrimental impacts are anticipated from the project, conversely, the terrace design and re-introduction of native vegetation will enhance the recreational value of the area, decrease erosion potential, and decrease the amount of storm water leaving the site.

# 7. The relationship of the proposed use to the public interest, the purpose and intent of this ordinance, and substantial justice to all parties concerned.

The construction of the bluff trail will take place entirely on private property. The value of the sand as proppant makes the project feasible. The relatively short duration of the project (3-5 years), the small footprint on the property (10%), and the resulting bluff trail will not significantly change the character or appearance of the area. The project meets the purpose and intent of the ordinance and will adhere to all applicable rules and regulations. These rules and regulations will guide the proposed mining operation and provide substantial justice to all parties concerned.

# 1.3.2 Nature of the deposit and mining methods and equipment used to extract and process the material

Based on test borings advanced at the site, the geology includes surficial soil and bedrock units consisting of the Cambrian-age Jordan sandstone. The test boring logs are presented in Appendix V and a generalized geologic cross section is presented in Appendix VI. The sand deposit consists of subrounded to well rounded, spherical, quartzose sandstone. The Jordan sandstone can be friable to moderately cemented. In western Wisconsin, the Jordan Formation comprises a large majority of the bluffs that are present in the area. Bluffs are erosional features that are the result of thousands of years of storm water runoff. In many places, the Ordovician Prairie du Chien group, and the Oneota Dolomite in particular, comprises the "cap" of the bluffs. The Oneota Dolomite is primarily a massive dolostone unit containing chert nodules, stromatolites, and varying amounts of accessory minerals. The resistant Oneota Dolomite creates upland ridges in the area, as gullies and streams incise slowly down through this unit trying to establish hydrodynamic equilibrium with the much lower Mississippi River Valley. The Oneota Dolomite

in many areas has a basal unit called the Coon Valley Member (Mossler, 2008), which is a mixed siliciclastic and carbonate unit. The Coon Valley Member overlies the Jordan Sandstone; the contact can be sharp and undulatory, and appears to represent a regional unconformity. The Jordan Sandstone is composed of the Van Oser and Norwalk Members. The upper Van Oser Member contains sand of the quality sought by the proppant industry. The Van Oser Member contains varying amount of silica and calcium carbonate cement, and is often friable and easily eroded. This physical characteristic is the reason that many steep-sided slopes and narrow, steep ravines have developed over time by storm water runoff. The Jordan Formation is nominally 100 feet thick, and our experience indicates that the upper 50 feet (although highly variable) has high quality proppant material.

The Operator proposes to extract sandstone from the Cambrian Jordan Formation at the proposed Breezy Point Mine Site. The loose sandstone will be mined to the extent practical using earthmoving equipment, including backhoes, dozers, front end loaders, conveyors, and trucks. Activities at the site will include blasting (potentially but not expected), excavation, crushing, screening, washing, drying, stockpiling, and loading of material to be transported off-site.

# 1.3.3 Estimated life of the mine and an operation timeline for resource extraction and site reclamation

Mining activities at the proposed mine site will proceed in phases. Four phases are proposed for mining and the phases are shown on Figure 6. Mining is expected to commence during the fall of 2014 and would be completed as early as 2018. The wash and dry plant construction will be in progress at the same time as Phase 1 mining is beginning. The site will be mined sequentially starting with Phase 1 on the eastern side of the property. Each mining phase is expected to be completed in approximately one to two years depending on actual production (the duration of each mining phase may change depending on variations in the quality of mineable sand, differences in overburden thicknesses, and the actual quantity of sand mined each year). Reclamation will begin immediately upon completion of the phase and will be ongoing throughout the life of the project. Post mining contours are presented on Figure 7 and generalized cross section is in Appendix VI.

#### 1.3.4 Mining approach and contemporaneous reclamation to minimize the area disturbed

The mining would follow the contour of the bottom of the proppant sand layer at an elevation of approximately 1,050 feet above sea level. The basic steps include:

- Installing silt fencing and other erosion control BMPs as needed down-slope of the trail area;
- Precision logging over the area where proppant material is present below the topsoil (say 100 feet wide for purposes of discussion);
- Removing remaining vegetation and reclaiming stumps and brush as mulch material;
- Blading topsoil into a berm on the down-slope edge of the clear cut area;
- Stabilizing and seeding topsoil storage berm;
- Cutting a "wedge" into the bedrock to remove sandstone benching and wall angle will depend on rock mechanics (assume vertical walls with benches at 35 feet);
- Sloping the terrace at a slight grade back toward the hill;
- Leaving a "trench" at the base of the cut to create elongate depressions (retention basins) for water storage;
- Sloping each 600-foot linear trench to a low middle point (i.e., 300 feet on each side);
- Spreading topsoil back over terrace;
- Planting native vegetation primarily prairie species with oak openings in a strategic pattern and leaving a narrow meandering trail for access; and
- Monitoring reclamation success and high-wall stability.

These steps result in a "bluff trail" shown in cross section in Appendix VI.

Management of topsoil will follow methods described in Section 625 of the WisDOT Standard Specification for Highway and Structure Construction (2012 Edition). All A-horizon and B-horizon soils will remain onsite for use in reclamation. Berms shown on the mine plan have been proposed at locations that will assist in preventing run off to surrounding properties. Berms will be seeded with WisDOT seed mixture No. 20 to minimize erosion. Interim reclamation of previous mining phase areas will begin when the mine opening commences for the mining phase area. Reclamation of all subsequent mining phases will be completed similarly as mining progresses on the property. A Reclamation Plan fulfilling the requirements of Chapter NR 135 will be submitted to the County prior to Board of Adjustment review.

## 1.3.5 Depth of excavation and depth to groundwater table

The extent of the excavation is expected to reach a minimum contour of 1,050 feet above sea level. Groundwater is expected to be below an elevation of 900 feet above sea level in this area, leaving approximately 150 feet between the bottom of the bluff trail and the groundwater.

#### 1.3.6 Proposed hours and days of operation

The mining and hauling operations are proposed to be 6:00 am to 8:00 pm during daylight savings time, 6:00 am to 6:00 pm during central standard time Monday thru Friday and 8:00 am to 12:00 pm on Saturday. The mine operators will coordinate with school officials and school bus routes to eliminate or minimize truck traffic during bus-loading hours. The wet/dry processing plant is proposed to operate 24 hours per day, 7 days per week.

#### 1.3.7 Hauling plan satisfying the requirements of the Buffalo County Highway Department

The operators will utilize several different options for trans-loading facilities and distribution outlets for the sand excavated to construct the bluff trail. The first primary proposed route is to take County Highway K west to State Highway 25 south to Wabasha, Minnesota. The second primary proposed route is to take County Highway K west to State Highway 25 north to US Highway 10 west to Plum City. The secondary proposed route is to take County Highway K west to State Highway 25 north to US Highway 10 east through Mondovi. By utilizing all three options, the amount of truck traffic in any one direction can be reduced by two-thirds. The operation will be in conformance with Buffalo County requirements including tracking pads or washing station, trucks covered while in transit, and an agreement with the Buffalo County Highway Department pertaining to hauling on County Highway K. The proposed haul routes are presented on Figure 8.

#### 1.3.8 Onsite nonmetallic mineral processing facilities

Conveyors will be used to route material to the wet plant from the bluff trail. The material will first be screened to remove debris and coarse material. Wet processing equipment will consist of feeders, conveyors, screens, sand slurry pumps, density separators, discharge collection tank, sand screw, fresh water pumps, scrubber, and stacker. Dry processing will include dryers, screeners, air filters, blowers, a bag house, and scrubbers. Due to the low percentage of silt and clay sized particles in the mined material (see Appendix V), processing will generate less fines than most other processing facilities in Wisconsin. It is the intent of the operators not to use flocculants, however, if flocculants are used, a fines management plan will be developed and furnished to the County to address quality assurance and quality control measures to make sure that flocculants contain less than 1 part per million (ppm) of acrylamide (as mandated by federal law), and that the dosage rate does not exceed 1 ppm (as prescribed by EPA). These steps ensure that concentrations in groundwater cannot exceed the 0.1 part per billion standard. Beyond that, groundwater monitoring wells will be installed around the settling pond, monitored continuously for physical parameters, and sampled annually for acrylamide (see Section 2.5). The intent of

the settling pond system will be to recirculate water for re-use to minimize the amount of groundwater pumping. The system will be designed to exceed 95% reuse, not including water contained in the material prior to drying or evaporation. Typical cross sections of the settling ponds and storm water ponds are included in Appendix VI. Prior to site construction, engineered drawings showing final design of the actual ponds will be furnished to the County.

#### 1.3.9 Water requirements for the operation

Water use requirements for the operation will include dust-suppression watering, a tire washing station, and the washing of sand in the processing stage. A single high capacity well on the site capable of producing 500 gallons per minute is proposed. An aquifer test will be performed that includes monitoring wells (see Figure 5) to evaluate the amount of drawdown in the vicinity of the site. The total daily water use will be dependent on precipitation and sand production, however, the wash plant will be designed to recycle 95% of the water by pumping from the settling pond system and recirculating this water back into the processing system. Storm water infiltration will be utilized in areas where basins are demonstrating natural infiltration rates, and water will not need to be pumped in these areas. The basins will be conservatively designed with little to no infiltration to ensure that they will hold a 100-year, 24-hour storm event. This is an added measure in storm water management. Also, diversion ditches and berms will help control run-off and keep it routed to the infiltration basins.

#### 1.3.10 Precautions used to minimize particulate matter from becoming airborne

The processing operations have purposely been designed within the U-shaped valley. It is unlikely that dust will leave the property during mining, processing, or transporting the material. Mine access and haul roads will be constructed with gravel identical to unpaved county or township roads. During periods of dry weather, the material and roads will be watered on a regular basis to proactively control dust on the site. See Section 2.2 for additional air quality measures.

#### 1.3.11 Grading, drainage, and measures to be taken to control erosion

Silt fence will be installed at the toes of the soil berms and along the access roads, if necessary. Inspection of reclaimed terrace and interim perimeter berms will be performed on a weekly basis, after a 1-inch rainfall event, and following snowmelt runoff. Erosion control BMPs such as silt fence, ditch checks or erosion mats will be constructed in those areas of severe erosion, if required. The reclamation area will be seeded with an application of a native vegetation

restoration seed mixture, which contains adequate rooting depth and vegetation density for stabilization of the reclaimed terrace. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Highway and Structure Construction will be followed in general accordance for erosion and sediment control, materials, and construction. On sloped areas where concentrated flows may be present, ditch checks will be used in addition to erosion mats. All MSHA standards shall be followed during mining operations and final reclamation operations which will require that a high level of safety be maintained on the site at all times. Additional information regarding grading, drainage, and erosion control measures will be presented in the Reclamation Plan prior to County approval of the CUP.

#### 1.3.12 Measures to be taken to comply with applicable air and water quality standards

See Section 2.2 and 2.5, below.

#### 2.0 Nuisance Mitigation Plan

#### 2.1 Noise

Noise will be regulated/controlled in several ways. The majority bluff trail and the processing plant are designed within the U-shaped valley, therefore, the mine operations will not be visible from most of the residences or County Highway K. The perimeter areas which are higher in elevation will serve as noise barriers for activities within the mine site. The mine will be operated within the parameters established by the Buffalo County Zoning Ordinance. Beyond that, the operators are committed to working with neighbors who have issues with noise levels.

#### 2.2 Air Quality

The majority bluff trail and the wet plant are designed within the U-shaped valley, therefore, it is unlikely that fugitive dust or plant emissions will leave the property. The material will be mined and conveyed in a moist to wet condition. The material will be dried under roof with air scrubbers designed for no emission of newly-fractured, crystalized quartz. Air quality will be regulated/controlled by following all WDNR regulations and Environmental Protection Agency (EPA) standards for air quality on a mine site. An Air Quality Permit will be required from WDNR. Mine access and haul roads will be constructed with gravel identical to unpaved county or township roads. During periods of dry weather, the material and roads will be watered on a regular basis to proactively control dust on the site. The mine will be operated within the parameters established by the Buffalo County Zoning Ordinance. Beyond that, the operators will install a continuous particulate matter monitor (Thermo Scientific ADR 1600 or equivalent) in

the prevailing down-wind direction from the drying facility that can detect PM10 or PM2.5. Data collected at the air monitor will be provided to the County upon request and to the WDNR as part of the Air Quality Permit.

## 2.3 Lighting

The majority bluff trail and the wet plant are designed within the U-shaped valley, therefore, the mine operations will not be visible from most of the residences or County Highway K. Nighttime light will be regulated/controlled by shielding lights for the wet plant operations such that the light will be directed downward to an area confined to the general location of the wet plant (full cutoff lighting). The mine will be operated within the parameters established by the Buffalo County Zoning Ordinance. Beyond that, the operators are committed to working with neighbors who have issues with lights during the evening hours.

## 2.4 Odor

Odor control is not expected to be an issue on the mine site due to the nature of equipment being used (backhoes, dozers, front end loaders, conveyors, and trucks) and type of material being mined and processed (sand).

## 2.5 Water Quality

Water quality will be regulated/controlled in part through the use of a water quality program involving a network of monitoring wells. Water levels and samples will be monitored regularly in these wells to document groundwater (the WDNR rules will establish a water quality monitoring plan for the mine site). The mine will be operated within the parameters established by the Buffalo County Zoning Ordinance. Beyond that, the operators will install three monitoring wells, with at least one well in the down-gradient direction of the settling pond(s). The wells will be instrumented with pressure transducers and water quality sensors (pH, temperature, and conductivity) to enable continuous monitoring of groundwater conditions. If flocculants are used, the wells will be sampled annually and tested for acrylamide. Data collected at the monitoring wells will be provided to the County and WDNR upon request.

#### **CERTIFICATION PAGE**

Conditional Use Application

Lindstrom Mine Town of Maxville, Buffalo County, Wisconsin

> Prepared for: Wisconsin Proppant Resources, Inc.

Prepared by: Summit Envirosolutions, Inc. 1217 Bandana Boulevard North St. Paul, Minnesota 55108 (612) 750-4024

I, as the Operator of the property described herein, do hereby certify that I will provide, as a condition of the reclamation permit, financial assurance before the mining begins.

7-14-20 Date

Eric Clement

Operator







File: 20140603\_WPR\_fig1.mxd Summit Proj. No.: 2226-0001 Plot Date: 6-03-14 Arc Operator: JED Reviewed by: BDJ







WEISENBECK, DAVE & CHERYL CYRIL WEISENBECK

KRALEWSKI, RON KRALEWSKI, MIKE

LINDSTROM, CHRIS

DAVID STELLPFLUG BREEZY PT FARMS INC BRION, CHARLES • • • • • WEISENBECK, WILLIAM & LINDA

LINDSTROM, NORA

Legend	AREA WATER WELLS		
Area Well	Breezy Point Properties		
□ 3,960-foot buffer W ≺ → E	Towns of Maxville and Nelson, Wisconsin		
Breezy Point Properties s	Figure 5		
0 2,000 4,000	File: 20140603_WPR_fig5.mxd Summit Proj. No.: 2226-0001 Plot Date: 6-03-14 Arc Operator: JED Reviewed by: BDJ		







Appendix I

**CUP** Application

# Application for a Conditional Use Permit for Non-metallic Mineral Mining

(Grayed areas are for Land Resource Staff)

The undersigned applies for a conditional use permit to do work herein described and located as shown in the site maps. The undersigned agrees that all work will be done in accordance with the Buffalo County Zoning Ordinance and all other applicable ordinances of the County of Buffalo and all laws of the State of Wisconsin, applicable to said premises and with the information therein:

Date of Application: July 18, 2014 Permit Issue # \_\_\_\_\_

	Complete all Information as directed. Print or Type.	
-	1 Owner	

1.Owner Deric Lindstrom (Representing owners)			2.Agent/Operator & Contact Person Wisconsin Proppant Resources, Inc			
Address W2184 County Road K			Street Addre	103 20 <sup>th</sup> Street NE		
City Durand	State Wisconsin	Zip 54736	City	Stewartville	State Minnesota	Zip 55976
Phone: (715) 495-50 Alternate #: (715) 673-49	)21 (cellular) 82 (home)	1	Phone: Alternate #:	(563) 203-7377	<b>_</b>	
Email thedairy@breezypointfarms.com			Email eclement@fthrc.com			
Signature	₩		Signature	P Comer	Ø	

#### Written Explanation of Proposal. (Identify how it complies with criteria for approval for Conditional Use Permits on Section 212 of the

Zoning Ordinance.) See CL	P Application Docume	ent		· ·		· · · · · · · · · · · · · · · · · · ·
					(use addition	al sheets as needed)
Legal Description. Provide the comple	te legal description of the p	property on which t	ne mine is located.			
Town of See CUP Application Do	cument, Section	, Township	N, Range	W	¼	<u> </u>
Parcel #'s - See CUP Applica	tion Document		<b>/</b> ,	····		
<b>Product Information.</b> (acreages to read	port are the total number of	of active and un-rec	laimed acres).			
Type of material/s proposed for minin	s: Silica Sand					
Type of Processing: Wet Proc	essing	<u></u>				<u>.</u>
Total number of acres to be disturbed	for mining site: <u>45</u>	(mining) 55 (proc	essing and acces	<u>s roads), 10</u>	<u>0 total</u>	
Total number of phases in the mining o	operation: <u>4</u>	· · ·	Approximate acro	es in each p	hase: <u>11</u>	
Estimated life of the mine: <u>3-6</u>	······································	<b>W</b> .a . a		·		
Current land use of site: (provide any ap	plicable details)	Recreational (hu	Inting)/Agricult	ure		
Use of property post mining: (provide a	ny applicable details)	Recreational (h	unting)/Agricult	ure		

#### Hauling Information.

First Primary Route: (Briefly describe this route, by direction and roadways utilized to end locations).						
County Highway K west to State Highway 25 south to Wabasha, Minnesota						
Loads per day <u>60-100</u> , Number of trucks used <u>12-20</u>	,Loads per year <u>13,200-22,000</u>	Tons per year <u></u>	0-550,000			
Town Board Review: Application was mailed to applicable Tow by staff signature	wn Clerk and Town Chairperson	date;				
Describe any action or discussion By Town Board:						
Highway Department Review: Application was forwarded to Highway Department	date; by		staff signature			
TIA required: (yes/no). HIA required	(yes/no). Road/s agreeme	ent required	(yes/no)			
Highway Department Signature		Date:				
required TIA received; date,	received by		_ (staff signature)			
$\Box$ required HIA received; date	, received by		_(staff signature)			
required road agreement received; date	, received by		_ (staff signature)			
required road agreement received; date	, received by		_ (staff signature)			
Second Primary Route: (Briefly describe this route, by direction and roadways utilized to end locations). County Highway K west to State Highway 25 north to US Highway 10 west to Plum City						
Town Board Review: Application was mailed to applicable Tow by	wn Clerk and Town Chairperson	date;				
Describe any action or discussion By Town Board:						
Highway Department Review: Application was forwarded to Highway Department	date; by		staff signature			
TIA required: (yes/no). HIA required	(yes/no). Road/s agreeme	ent required	(yes/no)			
Highway Department Signature		Date:				
$\Box$ required TIA received; date,	received by		_ (staff signature)			
required HIA received; date	, received by		_ (staff signature)			
required road agreement received; date	, received by		_ (staff signature)			
□ required road agreement received; date	, received by		_ (staff signature)			
Use additional sheets for additional haul routes						

County Highway K west to State Highway 25 north to US Highway 10 east to Mondovi						
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- -						

Use additional sheets for additional haul routes

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Maps Required. (Do the maps show?)

Þ	Direction of flow of storm water runoff	X
Ŕ	Post mining contours/elevations (reclamation plan)	
×	Surface water within 2,640 feet	X
×.	Excavation areas with delineated mine phases	X
	Location of erosion control berms and topsoil	Ø
X	Location of stormwater ponds	X
Ø	Location of material stockpiling	Ø
ø	Adjacent property owners	X
	<u>RNBNBRD</u>	<ul> <li>Direction of flow of storm water runoff</li> <li>Post mining contours/elevations (reclamation plan)</li> <li>Surface water within 2,640 feet</li> <li>Excavation areas with delineated mine phases</li> <li>Location of erosion control berms and topsoil</li> <li>Location of stormwater ponds</li> <li>Location of material stockpiling</li> <li>Adjacent property owners</li> </ul>

Nuisance Mitigation Plan (use additional paper if necessary).

Explain how noise will be regulated/controlled (if applicable) in regard to a mitigation plan. \_\_\_\_\_ See CUP Application Document

Explain how air quality will be regulated/controlled (if applicable) in regard to a mitigation plan. See CUP Application Document

Explain how nighttime light will be regulated/controlled (if applicable) in regard to a mitigation plan. See CUP Application Document

Explain how odors will be regulated/controlled (if applicable) in regard to a mitigation plan. \_\_\_\_\_See CUP Application Document

Explain how water quality will be regulated/controlled (if applicable) in regard to a mitigation plan. <u>See CUP Application Document</u>

#### Conditions placed on all applications are as follows:

There will be a list of conditions that will be placed on all nonmetallic mines with this application.

#### Additional conditions proposed by Applicant are as follows:

There is an opportunity for the applicant to propose conditions on their mine during the application process.

#### SEE CUP APPLICATION DOCUMENT

#### **Certification**

# Application for a Conditional Use Permit for Non-metallic Mineral Mining – Checklist

## The following information is required before the application will be accepted and considered complete.

Applicant <u>Check-In</u>		<u>Staff</u> Initials	Date <u>Received</u>
	Complete Conditional Use Permit – Nonmetallic Mining permit application, signed and dated by owner and agent		
	Complete legal descriptions and parcel address for all subject parcels		
	Lease agreement if Operator is not the Property Owner		
	Meeting with town board Date:		
	Pre application meeting with County Staff date:		
	Eleven (11) folded paper copies of application materials and related plans		
	One (1) copy of all application materials in digital form		
	Written explanation of proposal and how it complies with criteria for approval (see Zoning Ordinance., Section 212 for Conditional Use Permit/s)		
	Topographic maps showing the following: perimeter of mine boundary, direction of flow of storm water runoff		
	Vicinity maps showing the location of the site and following: Adjacent property owners, residential wells within 3,960 feet, surface water within 2,640 feet, existing structures within 2,640 feet, and haul routes to end locations (distance measured from mine boundary)		
	Site maps including: excavation areas with delineated mine phases, existing and proposed structures, locations of erosion control berms and topsoil storage, location of settling ponds and storm water ponds, wetland boundaries, and area for material stockpiling.		
	Grading, drainage, and erosion control plan or resource management plan		
	Description of water requirements and wash plant facilities (if applicable).		
	Are high capacity wells required? (yes/no)		
	Nuisance mitigation plan		
	Conditional Use Application fee paid (see page 6 of this application for fee schedule)		
	Town Board(s) Response		
	Highway Department Response		
	Land Resources Committee Response		
	Reclamation Plan		
	Other Application materials as required by staff: (specify additional requirements)		

Project Review Information – Office Use Only					
Highway Department Contact:		Phone # -			
Other required information:	yes/no. Specify additional requir	ements:			
Town Board Contact:		Phone # -			
Other required information:	yes/no. Specify additional requir	rements:			
Land Resources Department review st	aff:	Phone # -			
Other required information:	yes/no.				
Specify additional requirements:					
Application Complete:	_yes/no). (Is the application ready to go to	o public hearing?)			
Date Application is Complete Land Resources Staff Signature		Time:			

Fee Schedule for submitting a CUP Application for a non-metallic mining site.

Mine Site (acres)	Application Fee		
1-5	\$500		
6-10	\$750		
11-15	\$1,000		
16-25	\$1,500		
26-50	\$2,500		
51-100	\$5,000		
101-200	\$7,500		
201-300	\$10,000		
301+	\$13,500		
Fee for Processing Plants and Trans-load Facilities \$2,500			

Appendix II

Adjacent Landowner Information/Property Legal Descriptions



#### EXHIBIT A-1

#### Legal Description

Real property located in the Towns of Nelson and Maxville, Buffalo County Wisconsin, described on the attached six (6) page legal description, but excluding therefrom all real estate located South of County Road K, and any real property located within three hundred (300) feet of any existing residential or farm buildings.

Breezy Point Farms legal description

Parcel 1

The North Half (N ½) of the Southeast Quarter (SE ½) of Section 5, Twp. 23 N., Rge. 13 W.

The West Half (W ½) of the Northwest Quarter (NW ¼) and The West Half (W ½) of the Southwest Quarter (SW ¼), Section 4, Township 23 North, Range 13 West, excepting therefrom the following parcel: Commencing at the NE corner of the NW ¼ of NW ¼ of said Sect. 4, thence south 1 degrees 11 minutes East 1501.7 feet along the West sixteenth line of Sect. 4 to a point on the North right of way line of Buffalo County Trunk Highway "K", which point is the point of beginning of lands herein described, thence North 87 degrees 04 minutes 15 seconds West along said North right of way line 330.86 feet; thence North 1 degrees 11 minutes West 206.31 feet; thence North 89 degrees 49 minutes East 330 feet to said West sixteenth line of Section 4, thence South 1 degree 11 minutes East 230 feet to the place of beginning.

The East Half (E ½) of the Southeast Quarter (SE ½) of Section 32, Twp. 24 N., Rge. 13 W. subject to easement to Buffalo Electric Cooperative, recorded in Vol. 1 of Easement Deeds, page 266 and to highway deed to Buffalo County recorded in Vol. 74 of Deeds, page 183.

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) and the North Half (N ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼), all in Section 5, Twp. 23 N., Rge. 13 W. subject to Easement and Highway Deed of record and excepting therefrom the following parcel: That part of the SE ¼ of NE ¼ of said Sect. 5, described as follows: Commencing at the intersection of the West boundary line of the SE ¼ of NE ¼ of Sect. 5, Twp.23 N., Rge. 13 W., with the centerline of County Highway "K" as presently located; thence along the center of said highway in an Easterly direction 175.5 feet; thence at a right angle North 178 feet; thence at a right angle West 175.5 feet; thence South 178 feet to place of beginning.

The following land located in Township 24 North, Range 13 West; the North Half (N ½) of the Northeast Quarter (NE ¼) of Section 33; the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 34; the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) and the South Half (S ½) of the Southeast Quarter (SE ¼), all in Section 28, excepting from the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 28 the following parcel:

Commencing at an iron pipe marking the SE corner of the SW ¼ of SE ¼ of Sect. 28, Twp. 24 N., Rge. 13 W.; thence West along the South line of said Sect. 28, 276.6 feet:

thence North 102.5 feet to the point of beginning; thence North, 170 feet; thence West 100 feet more or less to the Easterly edge of the Town Road in said forty; thence South along the Easterly edge of said town road, 170 feet; thence East 100 feet more or less to point of beginning.

Also the following lands: The Southwest Quarter (SW ¼); the East Half (E ½) of the Northwest Quarter (NW ¼); and the East half (E ½) of the West Half (W ½) of the Northwest Quarter (NW ½) all in Section 33, Township 24 North, Range 13 West, except therefrom; Commencing at the Northwest corner of the NW ¼ of SW ¼ of Sect. 33, Twp. 24 N., Rge. 13 W., thence South along the Westerly boundary of said forty acre tract a distance of 800 feet; thence East at a right angle a distance of 160 feet; thence Northwest corner of said forty acre tract 360 feet East of the Northwest corner of said forty acre tract; thence Westerly along said North boundary of said forty acre tract 360 feet to place of beginning.

#### Parcel 2

The E ½ of W ½ of Sec. 4, Twp. 23 N., Rge. 13 W. except the following descried parcel: Commencing at the intersection of the center of Highway "K" and the East line of the E ½ of W ½ of Sec. 4, Twp. 23 N., Rge. 13 W.; thence West along the center of said Highway "K" 600 feet; thence at right angles to said last described line South 240 feet; thence at right angles to said last described line East approximately 600 feet to the East line of said E ½ of W ½ of Sec. 4, Twp. 23 N., Rge. 13 W.; thence North along said East line approximately 240 feet to the place of beginning; excepting therefrom all highway rights of way.

#### ALSO.

#### Parcel 3

Part of the SE ¼ SE ¼ of Sec. 5, T23 N, R13W containing 20 acres, more or less, more particularly described as follows: Beginning at a point located at the Southeast corner of said Sec. 5, thence North 1320 feet, thence West 1320 feet, thence Southeasterly along a straight diagonal line 1866.7619 feet to the point of beginning.

#### EXCEPT:

Lands conveyed to Christopher A. Lindstrom and Fiona K. Lindstrom by Quit Claim Deed dated 6/19/2004, recorded 8/24/2004 in Volume 378 Records, page 249, as Doc. No. 221438, and described as:

Part of the Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) of Section Thirty three (33), Township Twenty four (24) North, Range Thirteen (13) West, Town of Maxville, Buffalo County, Wisconsin described as follows:

Commencing at the Southwest corner of the said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼); thence East along the South forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 200' to the point of commencement of this description; thence continuing East along the South forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 500'; thence at right angles due North and parallel with the West forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 150'; thence at right angles due North and parallel with the West forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 150'; thence at right angles due West and parallel with the South forty line of said Southeast Quarter of the Southwest Quarter of 500'; thence at right angles due South and parallel with the South forty line of said Southeast Quarter of the Southwest forty line of 500'; thence at right angles due South and parallel with the South forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at right angles due South and parallel with the West forty line of 500'; thence at

#### ALSO EXCEPTING:

Lands conveyed to Steven A. Lindstrom by Warranty Deed dated 12/27/2007 and recorded 12/31/2007 in Volume 437 Records, page 17, as Doc. No. 234115 and described as:

That part of the South Half of the Northwest Quarter, and part of the North Half of the Southwest Quarter of Section 4, and also part of the North Half of the Southeast Quarter, and part of the Southeast Quarter of the Northeast Quarter of Section 5, all in Township 23 North, Range 13 West, Town of Nelson, Buffalo County, Wisconsin, described as follows:

Commencing at the northwest corner of said Section 4, Township 23 North, Range 13 West; thence S. 89 deg. 54° 05" E. along the North line of the Northwest Quarter, a distance of 2614.52° to the north quarter corner of Section 4; thence S. 01 deg. 25' 23" W. a distance of 1760.36' to a I" pipe hereinafter referred to as "Point A"; thence S. 89 deg. 54' 05" E. along the south line of the property described in Volume 350 of Records, Page 151, approximately 30', more or less, to the east line of the Southeast Quarter of the Northwest Quarter, and the point of beginning of land to be herein described; thence N. 89 deg. 54' 05" W, returning to "Point A"; thence continue N. 89 dcg. 54' 05" W along said south line of Volume 350, Page 151, a distance of 568.54'; thence N, 79 deg. 33' 29" W a distance of 67.80° to a 1" pipe; thence N. 84 deg. 35° 59" W a distance of 569.76' to a 1" pipe; thence S. 84 deg. 42' 00" W, a distance of 304.35' to a 1" pipe; thence N. 15 deg. 02' 01" W a distance of 177.04' to a point in the centerline of County Road "K"; the next three courses are along said County Road "K" centerline; thence S. 86 deg. 04' 00" W a distance of 687.74' to a point of curvature; thence along a curve turning to the right with an arc length of 1196.43'; with a radius of 4950.00', with a chord bearing of N. 87 deg.00' 32" W, with a chord length of 1193.52' to a point of tangency; thence N. 80 deg. 05' 05" W approximately 465', more or less, to the west line of the North Half of the Southeast Quarter of the Northeast Quarter of Section 5; thence southerly along said

west line, to the south line of the North Half of the Southeast Quarter of the Northeast Quarter; thence easterly along said south line to the southeast corner of the North Half of the Southeast Quarter of the Northeast Quarter; thence southerly along the east line of the South Half of the Southeast Quarter of the Northeast Quarter to the northeast corner of the North Half of the Southeast Quarter to the northeast Quarter of the North Half of the Southeast Quarter to the northeast Quarter of the North Half of the Southeast Quarter to the northwest corner of the North Half of the Southeast Quarter to the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 5; thence southerly along the west line of the Northwest Quarter of the Southeast Quarter to the southwest corner thereof; thence easterly along the south line of the North Half of the Southeast Quarter of Section 4; thence easterly along said south line, to the east line of the North Half of the Southeast Quarter of the Southeast Quarter, thence northerly along said east line and along the east line of the Southeast Quarter of the Southeast Quarter, approximately 2029', more or less, to the point of beginning.

Excepting therefrom the following, all that part of the North Half of the Southwest Quarter of Section 4, and part of the Northeast Quarter of the Southeast Quarter of Section 5, lying southerly of the following described line:

Commencing at the northwest corner of said Section 4, Township 23 North, Range 13 West; thence S. 89 deg. 54° 05" E along the north line of the Northwest Quarter, a distance of 2614.52' to the north quarter corner of Section 4; thence S. 01 deg. 46° 25" W a distance of 3785.09' to a 1" pipe hereinafter referred to as "Point B"; thence S. 87 deg. 36' 25" E approximately 122', more or less, to the east line of the Northeast Quarter of the Southwest Quarter, and the point of beginning of the line to be herein described; thence N. 87 deg. 36' 25" W a distance of 3092.48' to a 1" pipe; thence S 61 deg. 30' 39" W. a distance of 635.18' to a 1" pipe; thence southwesterly to southwest corner of the Northeast Quarter of the Southeast Quarter, and said herein described line there terminating.

Subject to right of way of County Road "K" on the north, and any other easements of record.

Together with a 20<sup>°</sup> wide access easement, lying in part of the Southeast Quarter of the Northwest Quarter of Section 4, described as follows:

Commencing at the northwest corner of said Section 4, Township 23 North, Range 13 West; thence S. 89 deg. 54' 05' E along the north line of the Northwest Quarter a distance of 2614.52' to the north quarter corner of Section 4; thence S. 01 deg. 25' 23" W a distance of 1760.36' to a 1" pipe; thence N. 89 deg. 54' 05" W along the south line of the property described in Volume 350 of Records, Page 151, a distance of 568.54'; thence N. 79 deg. 33' 29" W a distance of 47.64' to the point of beginning of the easement to be described; thence N. 03 deg. 10' 35" E a distance of 231.78' to the centerline of County Road "K"; thence N 89 deg. 54' 05" W along said road centerline, a distance of 20.03'; thence S. 03 deg. 10' 35" W a distance of 228.16'; thence S. 79 deg. 33' 29" E a distance of 20.16' to the point of beginning.
Also together with a 10° wide access easement, lying in part of the Southwest Quarter of Section 4, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Section 4, Township 23 North, Range 13 West; thence S 89 deg. 54' 05" E along the north line of the Northwest Quarter, a distance of 2614.52' to the north quarter corner of Section 4; thence S. 07 deg. 36' 36" W a distance of 5377.83' to a point in the centerline of County Road "KK", and the point of beginning of the easement to be described; thence N. 08 deg. 50' 21" E a distance of 17.85'; thence N. 06 deg 35' 31" W a distance of 44.29'; thence N. 18 deg. 34' 26" W a distance of 67.59'; thence N. 25 deg. 48' 40" W a distance of 237.81'; thence N. 11 deg. 47' 35" W a distance of 235.61'; thence N. 16 deg. 12' 12" W a distance of 155.95'; thence N 34 deg. 31' 54" W a distance of 110.96'; thence N. 40 deg. 53' 09" W a distance of 6222.77'; thence N. 34 deg. 25' 38" W a distance of 587.98' to a point hereinafter referred to as "Point C"; thence N. 79 deg. 51' 56" W a distance of 196.26'; thence N. 59 deg. 31' 27" W a distance of 64.17'; thence N. 34 deg. 22' 47" W a distance of 102.44', and said herein described line there terminating.

Also, said easement continues beginning at the above described "Point C"; thence N. 29 deg. 57' 23"E a distance of 28.52'; thence N 10 deg. 01' 14" W a distance of 97.37'; thence N. 30 deg. 49' 50" W a distance of 21.91', and said herein described centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate on the south with the centerline of County Road "KK", and on the north with the south line of the parcel conveyed in this description.

Grantor retains an agricultural access easement, twenty feet in width, for itself and successor owners of that portion of the SW ½ of Section 4, T23N, R13W not conveyed to Grantee. This access easement shall follow the existing field road running generally Northerly and Southerly from County Road K over the SW ½ of the NW ½ and the NW ½ of the SW ½ in Section \_\_, T23N, R13W. Said easement shall be used exclusively for transport of agricultural vehicles and equipment as well as placement, maintenance and operation of irrigation and manure lines.

#### ALSO EXCEPTING:

Land conveyed to Gary R. Lindstrom and Diane M. Lindstrom by Quit Claim Deed dated 2/23/2000 and recorded 4/3/2000 in Volume 284 Records, page 560 as Doc. No. 201137, and described as follows:

Part of the SE ¼ of the SW ¼ of Section 33, Township 24 N., Range 13 W., described as follows:

Commencing at the SW corner of the said SE ¼ of SW ¼ (the forty); thence North along the forty line a distance of 600 feet; thence East parallel with the South line of the forty, a distance of 200 feet; thence South to the South line of the forty to a point 200 feet east of the point of beginning; thence West along the South line of the forty a distance of 200 feet to the point of beginning.

### ALSO EXCEPTING:

Lands conveyed to Victor R. Lindstrom and Evelyn M. Lindstrom by Quit Claim Deed dated 3/29/1983 and recorded 4/5/1983 in Volume 165 Records, page 130 as Doc. No. 156914 and described as follows:

A parcel of land located in the NE ¼ of the NW ¼ and also in the SE ¼ of NW ¼ of Section 4, Twp. 23 N., Rge. 13 W, Buffalo County, Wisconsin, more particularly described as follows:

Commencing at the NW corner of the NE ¼ of said Section 4; thence South 1 degree 11 minutes East 1271.7 feet along the West sixteenth line of said Section 4 to <u>place of beginning</u>; thence South 87 degrees 04 minutes 15 seconds East for a distance of 20 feet; thence South 1 degrees 11 minutes East for a distance of 230 feet to a point on the North right of way line of Buffalo County Trunk Highway "K" (erroneously referred to CTH "D" in Vol. 122 of Deeds, page 45, as Doc. No. 133375); thence North 87 degrees 04 minutes 15 seconds West along said North right of way line for a distance of 20 feet; thence North 1 degree 11 minutes West for a distance of 230 feet to place of beginning.

The intent of this deed is to convey a strip of land 20 feet East and West by 230 feet North and South abutting the East boundary of the parcel recorded in Vol. 122 Deeds, page 45 as Doc. No. 133375.

# EXHIBIT A-2

Site Map



Appendix III

Lease Agreement

# Royalty Lease Agreement

THIS ROYALTY LEASE AGREEMENT ("Lease"), is made November 1, 2013 (the "Effective Date"), by and between Breezy Point Farms, Inc., a Wisconsin corporation, Breezy Point Acres, LLC, a Wisconsin limited liability company, Breezy Point Forest, LLC, a Wisconsin limited liability company, Breezy Point Lands, LLC, a Wisconsin limited liability company, and Breezy Point Properties, LLC, a Wisconsin limited liability company (collectively, "Landlord"), and Wisconsin Propent Resources, Inc., a Minnesota business corporation ("Tenant").

## RECITALS

- A. Landlord is the owner of certain real property located in Buffalo County, Wisconsin legally described on <u>Exhibit A-1</u> (the "Land"), but excluding therefrom all real estate located South of County Road K, and any real property located within three hundred (300) feet of any existing residential or farm buildings.
- B. Landlord and Tenant have agreed to enter into this Lease to enable Tenant to occupy and use the Land during the Term (as defined below) to extract, process, store, remove and sell Sand (as hereinafter defined) from the Land on the terms and conditions set forth herein. Tenant shall also reclaim the Land pursuant to the Reclamation Plan (as defined below).

#### AGREEMENT

NOW, THEREFORE, for valuable consideration, and in consideration of the agreements of the parties hereto, subject to the terms, covenants and agreements hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

#### Lease of Premises.

1.1 Grant. Except as otherwise provided in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Land, in "as is," "where is" condition with all existing defects whether latent or patent, for the sole purposes of exploring for, developing, mining, recovering, wet screening drying, dry screening, processing, installing and utilizing groundwater wells, storing, transporting, marketing and otherwise using, enjoying and exploiting Sand (as defined below) from the Land, and all other uses incidental to the mining, processing, and transporting of Sand, and the right to use so much of the surface of the Land as may be reasonably necessary for conducting and managing Tenant's use of the Land (collectively, the "Mining Operations"). All processing facilities (including wet and dry screening), stockpiling of processed sand, loading facilities for processed sand, and any well installed by Tenant shall be located within the portion of the Land identified and depicted in Exhibit A-2.

- 1.2 Definition of Sand. As used in this Lease, the term "Sand" means all sand and other nonmetallic minerals, but excluding clay and topsoil, that Tenant anticipates mining and removing from the Land.
- 1.3 Exclusivity. Subject to the approval of appropriate governmental authorities and subject to the provisions of Section 1.4, the rights herein granted to Tenant include the exclusive right of Tenant to use the Land, in accordance with the terms and conditions of this Lease, to:
  - 1.3.1 In the area depicted in Exhibit A-2, construct, place, operate, maintain, repair, expand, modify and replace on the Land drill rigs, structures, conveyors, screening plants, wet plants, dry plants, storage bins, fuel storage facilities, including above-ground fuel tanks (but excluding underground storage tanks of any type), and other facilities and processes related to the Mining Operations.
  - Dispose and store on the Land Sand and materials separated from the Sand;
  - 1.3.3 Install one (1) high capacity well in the area depicted in <u>Exhibit A-2</u>, and utilize any and all of Landlord's water rights necessary to draw water from such well as is useful or convenient in connection with exercising Tenant's rights under this Lease;
  - 1.3.4 Construct, place, operate, maintain, repair, expand, modify and replace stormwater control facilities and structures, including, but not limited to, swales and retention/detention ponds, in areas contemplated in the Operating Plan (as defined below);
  - 1.3.5 Construct and maintain access roads, and other means of ingress and egress to and from the Land, and to modify, rebuild or repair the same as necessary throughout the Term;
  - 1.3.6 In the area depicted in <u>Exhibit A-2</u>, park, store, load and unload trucks, and construct and maintain loading facilities;
  - 1.3.7 Construct and maintain utility lines and facilities necessary to connect to existing utility lines for water, electricity and natural gas, and to rebuild or repair the same if damaged or destroyed; and
  - 1.3.8 In the area depicted in Exhibit A-2, construct, place, operate, maintain, repair, expand, modify and replace such additional improvements and

facilities, as may be required or convenient to exercise its rights hereunder.

- 1.4 Rights retained by Landlord.
  - 1.4.1 Landlord, its agents and representatives, and the individuals comprising Landlord, shall have and retain the exclusive right to harvest any timber on the Land and to use the Land for recreational and agricultural purposes, including hunting, as long as such uses do not unreasonably interfere with Tenant's activities; and Landlord shall indemnify and hold Tenant harmless from and against all damages and injuries arising from such use.
  - 1.4.2 On or before December 1st of each calendar year following the commencement of Mining Operations, Tenant shall provide to Landlord a projection of the location of the anticipated mining activity over the course of the following calendar year.
- 1.5 Due Diligence.
  - 1.5.1 Tenant shall have until the earlier of: (i) such time as Tenant has notified Landlord in writing that it has waived all contingencies to this Lease; or(ii) 5:00 p.m. Central Standard Time on December 31, 2014 (the "Contingency Deadline") to obtain all governmental approvals necessary for Tenant to engage in the Mining Operations on the Land ("Tenant Permits"); to develop and document with Landlord plans, specifications and methodologies for the Mining Operations to be conducted by Tenant on the Land (the "Operating Plan"); and to satisfy itself with respect to the condition of the Land, including soils, geographical and topographical features, environmental condition, availability of utilities and all other relevant factors. At any time prior to the Contingency Deadline, at Tenant's sole and absolute discretion. Tenant may elect to terminate this Lease by delivering to Landlord written notice of such election. If Tenant does timely terminate this Lease in accordance with this Section 1.5, this Lease and Tenant's tenancy created hereunder shall be terminated, and neither party shall have any further obligations or liabilities to the other; provided that any obligations arising under Sections 1.4, 1.6, 5.4, 5.5, 11, 12.1, 15.3, 18, 19, 20, 22, 23, 25, 28, 30, and 33 shall survive such termination. If Tenant does not timely terminate this Lease as provided in this Section 1.5, Tenant shall be deemed to have approved or waived the contingences set forth in this Section 1.5, and Tenant shall retain the right to use of the Land, subject to the terms and conditions of this Lease.
  - 1.5.2 The Operating Plan developed prior to the Contingency Deadline must be acceptable to Landlord, in its commercially reasonable discretion. The

parties shall use their best efforts and will negotiate in good faith to reach a mutually acceptable Operating Plan. If, despite such best efforts and good faith, the parties are unable to agree to an Operating Plan prior to the Contingency Deadline, Tenant may terminate this Lease as provided in Section 1.5.1, and upon such termination shall not be required to share any information obtained, or work completed, as part of its due diligence, aside from any surveys of the Land.

- 1.6 Crop or Road Damage. Tenant agrees to reimburse Landlord for any damage to crops or roads that occur prior to the Contingency Deadline as a result of the exercise of the rights granted pursuant to Section 1.5. Payment for such damage shall be made as soon as reasonably possible upon Landlord's presentation to Tenant of a bill or statement itemizing such damage.
- 1.7 Rental. Tenant shall pay Landlord upon the Effective Date hereof, as rental for the period commencing on the Effective Date and ending on the earlier of (i) the Contingency Deadline, (ii) the Commencement Date, or (iii) Tenant notice of termination pursuant to Section 1.5 hereof. Tenant shall pay Landlord the sum of for the Commencement Date as rental for the period commencing on the Commencement Date and ending on the last day of the Initial Term.
- 1.8 Test Results. Except as provided in Section 1.5.2, if Tenant terminates this Lease prior to the Contingency Deadline, Tenant will provide Landlord with copies of all results of any test as to the quality and quantity of Sand on the Land and any investigations or reports, including Phase I or Phase II environmental reports, prepared for Tenant as to the Land.
- 1.9 As Is Condition. Tenant warrants and represents that it is a sophisticated purchaser of mining rights and that it has entered into this Lease solely based upon its own knowledge, inspections and expertise. Subject only to the representations of Landlord specifically stated in this Lease, Tenant acknowledges and agrees that it has and will accept the Land in its "as is" present condition, without any warranties, representations or promises by Landlord, its members, agents or other representatives.
- 2. Term/Royalty.
  - 2.1 Term. The "Initial Term" of this Lease shall be for a period of twenty (20) Lease Years in addition to Initial Lease Year (as defined in <u>Section 2.2</u>), commencing on the first day of the first calendar month immediately following the Contingency Deadline (the "Commencement Date"). As used herein, "Term" means the Initial Term and, if extended, any renewal or extension, and "during the Term" and similar phrases refer to the entire period of time this Lease is in effect. Upon expiration of the Term or earlier termination of this Lease, the tenancy of Tenant

in the Land shall terminate, and neither party shall have any further obligations to the other except for such obligations as are expressly intended to survive expiration or termination of this Lease.

- 2.2 Lease Years. The period of time from the Commencement Date until December 31 of the year in which the Commencement Date occurs is the "Initial Lease Year." Each subsequent period from January 1 to December 31 shall be deemed a "Lease Year."
- 2.3 Earned Royalty. Tenant shall pay to Landlord a royalty (the "Earned Royalty") for Sand removed and transported off the Land by Tenant, whether such Sand is raw or processed, during the Term of this Lease and any renewal thereof. The Earned Royalty shall initially be calculated on the basis of the Land during the Initial Lease Section (2,000 lb) for all Sand removed from the Land during the Initial Lease Year and during the first ten (10) Lease Years
- 2.4 Earned Royalty Increase.
  - 2.4.1 First Increase Commencing on the first day of the eleventh (11<sup>th</sup>) Lease Year, the Earned Royalty shall be increased to

per ton for all Sand removed from the Land during the eleventh (11<sup>th</sup>) through fifteen (15<sup>th</sup>) Lease Years.

2.4.2 Second Increase. Commencing on the first day of the sixteenth (16<sup>th</sup>) Lease Year, the Earned Royalty shall be increased to

per ton for all Sand removed from the Land during the sixteenth (16<sup>th</sup>) through the twentieth (20<sup>th</sup>) Lease Years.

2.5 Annual Minimum Earned Royalty Payment. Tenant shall pay to Landlord not less than as a required minimum payment of Earned Royalty for each Lease Year (the "Annual Minimum Earned Royalty") during the Term of this Lease. Notwithstanding, no Annual Minimum Earned Royalty shall be due in the Initial Lease Year, and the Annual Minimum Earned Royalty for the First Lease Year shall be prorated based upon the ratio of number of days in the First Lease Year to the number of days in a full calendar year. The Annual Minimum Earned Royalty shall be paid in quarterly installments of

each; provided, however, that the payment of the Annual Minimum Earned Royalty installment due for the last calendar quarter of a Lease Year shall equal the amount, if any, by which the amount of the actual Earned Royalty in said Lease Year exceeds the aggregate payments of Earned Royalty and the Annual Minimum Earned Royalty installments previously paid by Tenant for that Lease Year. Once Tenant has paid to Landlord Earned Royalty payments (including any Annual Minimum Earned Royalty installments) more than the Annual Minimum Earned Royalty installments and the Royalty installments and the Royalty payments (including any Annual Minimum Earned Royalty installments) more than the Royalty in any given

Lease Year, no further installments of the Annual Minimum Earned Royalty shall be due during that Lease Year.

- 2.6 Excess Annual Minimum Earned Royalty. Annual Minimum Earned Royalty paid by Tenant during any Lease Year shall not be counted against Earned Royalty payments owed to Landlord for prior or subsequent Lease Years.
- 2.7 Obligation to Pay Annual Minimum Earned Royalty. Tenant's obligation to pay the Annual Minimum Earned Royalty for each Lease Year shall apply regardless of whether Tenant is obligated to pay any Earned Royalty for that Lease Year.
- 2.8 Time and Place of Payments.
  - 2.8.1 Payments. From and after the Commencement Date, all quarterly installments of the Annual Minimum Earned Royalty shall be paid on or before the 20<sup>th</sup> day of the month following the end of each calendar year quarter (April 20, July 20, October 20, and January 20); provided, however, that the payment of the Annual Minimum Earned Royalty installment for a particular quarter shall be reduced dollar for dollar by the amount of any Earned Royalty paid to date in such Lease Year that exceeds the cumulative Annual Minimum Earned Royalty installments due at such time. Earned Royalty payments for Sand removed during any calendar month shall be paid on or before the 20<sup>th</sup> day of the following month.
  - 2.8.2 Method of Payment. All Earned Royalty and Annual Minimum Earned Royalty installments required to be made to Landlord shall be made in lawful money of the United States of America by check or by wire transfer delivered in the usual course of business to Landlord at such address, or at and to such financial institution as Landlord may from time to time designate by written notice to Tenant. Any financial institution or institutions so designated to receive either wire transfers or checks shall be deemed the agent of Landlord for the purpose of receiving, collecting, and receipting for such payments.
  - 2.8.3 Additional Information with Payments. At the time of making each payment of Earned Royalty, Tenant shall furnish to Landlord: (i) an exact statement that will show the quantity of Sand transported in the preceding calendar year quarter on which the Earned Royalty is payable; and (ii) a statement of adjustment, if applicable, of the Earned Royalty payable, pursuant to <u>Section 2.3</u>, <u>Section 2.4</u>, or <u>Section 2.5</u>, as applicable.

## 2.9 Weighing.

- 2.9.1 Prior to Removal. All Sand transported from the Land shall be weighed prior to be transported from the Land in short tons (2,000 lbs.) and weighed on Advanced Weighing Systems, Inc. equipment or equivalent equipment (the "Weighing Equipment") which shall be erected and maintained on the Land by Tenant.
- 2.9.2 Reports. Not later than the date which is twenty (20) days after the last day of each calendar year quarter (April 20, July 20, October 20 and January 20), Tenant shall provide summary reports of operations to Landlord for the preceding calendar year quarter. Such reports shall include accurate records of all Sand transported from the Land during such period for which an Earned Royalty is due hereunder, along with Tenant's calculation of the Earned Royalty due thereon. Additionally, Landlord will, upon request of Landlord, provide Tenant with originals or true copies of production records, scale tickets, invoices, and other records, which support the summary reports provided by Tenant. If during such period there is no Sand removed from the Land for which an Earned Royalty is due hereunder, Tenant must report that to Landlord.
- 2.9.3 Audits. Tenant shall retain, until the earlier of: (a) completion of an audit and reconciliation, (b) six years, all production records, invoices, and other records needed to audit the calculation of Earned Royalty. Tenant shall retain scale tickets or electronic records from the Weighing Equipment for at least six years. Tenant shall allow Landlord access at all reasonable times to all books and records relating to the tonnage of Sand transported from the Land, Sand processed at Tenant's production facility, or Sand sold to a third party or parties, provide copies of such records to Landlord on request, allow Landlord to test the Weighing Equipment and to audit, at a location acceptable to Landlord and Tenant and within 50 miles of the Land, all records relating to royalties payable under this Lease, and cooperate with Landlord in reconciling any discrepancies between the tonnages reported and those indicated by any audit of Tenant's scale records. Landlord shall share with Tenant the results of any such audit. If any audit establishes that Tenant underpaid royalties, Tenant shall pay for the net shortfall in Earned Royalty payments, applicable interest, and Landlord's audit costs; provided, however, that Tenant's liability for such audit costs is limited to twice the amount of the net shortfall in Earned Royalty payments. If any audit establishes that Tenant overpaid royalties, Landlord shall provide a credit against future royalties for the net overage in Earned Royalty payments.

- 2.9.4 Additional Reclamation Security. If, pursuant to the Reclamation Plan, Tenant is required to post a reclamation bond or other security in an amount of less than per disturbed acre of Land, Tenant will provide to Landlord a reclamation bond or other security reasonably acceptable to Landlord in an amount equal to per disturbed acre of Land less the amount per disturbed acre of Land required to be provided pursuant to the Reclamation Plan; it being the intend that the total security provided to Buffalo County pursuant to the Reclamation Plan and to Landlord pursuant to this section shall be not less than per disturbed acre of Land.
- 2.10 Third-Party Sand.
  - 2.10.1 Landlord acknowledges that Tenant shall be making a significant capital investment (in excess of to install and operate the equipment necessary to process sand and prepare it for market. As such, Landlord hereby grants permission to Tenant to wash, dry and otherwise process sand on the Land that was not mined from the Land, under the following conditions: (a) no sand, rock, clay, dirt or other material that was not mined from the Land may remain on the Land for more than one calendar year after being brought onto the Land without Landlord's prior written consent, granted in Landlord's sole discretion, and all such materials must be removed from the Land by the expiration of the Term or earlier termination of this Lease, unless Landlord grants its written consent for such material to remain on the Land, granted in Landlord's sole discretion, (b) the Minimum Annual Earned Royalty shall increase to and (c) Tenant shall pay to Landlord per short ton of processed third-party sand that is processed on the Land as Earned Royalty (such sand shall be weighed and reported following the procedures set forth in Section 2.9 above). This Section 2.10 contemplates the processing of sand only; no other aggregate or material
  - 2.10.2 Prior to bringing any third-party sand on to the Land, Tenant shall provide Landlord with written notice which shall specify the date when thirdparty sand will first be brought onto the Land. The increase in the Minimum Annual Earned Royalty provided above shall become effective as of the date specified in such notice, and shall be prorated for any partial calendar year. After a minimum of six months has passed since the date specified in such notice, Tenant may elect to no longer process third-party sand on the Land by delivering prior written notice to Landlord specifying such date third-party sand shall no longer be processed on the Land. As of the date specified in such notice, the Minimum Annual Earned Royalty shall revert back to the amount

may be processed on the Land.

specified in Section 2.5, and such reduction shall be prorated for any partial calendar year.

- 2.11 Speed Limit. Tenant shall not permit any motorized vehicle, traveling to and from the Land, for the purpose of hauling Sand, rock, clay, dirt or other material, to operate at a speed exceeding forty-five (45 M.P.H.) miles per hour while on County Road K.
- <u>Title to Sand</u>. Title to all Sand once processed in any manner by Tenant shall be in the name of Tenant. Until the Earned Royalty for such processed Sand is paid by Tenant, Landlord shall have a first security interest in all processed Sand. Landlord shall take whatever steps it deems necessary to perfect that security interest.
- 4. <u>Title to Land</u>. Landlord represents and warrants that, to its knowledge, it owns fee simple title to the Land which is free and clear of all encumbrances, liens, pledges, security interests and all other claims of third parties, except as listed on <u>Exhibit D</u> attached hereto. Landlord further represents that, to its knowledge, there are no recorded documents related to title of the Land that would prevent the mining and shipping of Sand from the Land. Landlord further represents and warrants that no party or interest listed in <u>Exhibit D</u> has or will have a security interest in the Sand mined or transported pursuant to this Lease.
- 5. <u>Mining Operations</u>. Tenant shall conduct its Mining Operations on the Land in accordance with the Operating Plan and all applicable permits, laws, rules, regulations and orders and the terms and conditions provided herein, including but not limited to the following:
  - General Provisions. Tenant may clear brush and undergrowth from such 5.1 portions of the Land as may be reasonably necessary to explore for materials, to locate pits, guarries and stockpile areas, and to enable Tenant to use the Land as provided in this Lease. Tenant shall have the right to make use of all roadways presently existing on the Land and of ingress and egress through, to and from the Land. Tenant, at Tenant's sole cost and expense, shall have the right and privilege of setting up and erecting any necessary buildings, equipment and machinery on the portion of the Land depicted in Exhibit A-2, including but not limited to a sand wash and dry plant. Subject to rights retained by Landlord, Tenant may use and possess as much of the Land as Tenant may require during the term of this Lease solely for the purposes and uses permitted under this Lease. Tenant shall keep Landlord's interest in the Land free and clear of all costs, liens and encumbrances by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Land through or under Tenant and Landlord may place and maintain in a conspicuous place upon the Land such notice as shall be lawfully necessary to protect Landlord against all such claims. If any construction lien shall at any time be filed against Landlord's interest in the Land or any part thereof, Tenant shall cause the same to be

discharged of record or bonded over within thirty (30) days after being notified of the filing thereof.

- 5.2 Fencing. Tenant may erect fencing in order to secure Landlord's operations on the Land not presently mined by Tenant and surrounding real property owned or operated by Landlord in accordance with the Operating Plan. All such fencing shall be installed and maintained at the sole cost of Tenant.
- 5.3 Additional Operating Provisions. Tenant's Mining Operations shall maintain slopes and setbacks on the Land in accordance with applicable Laws and shall otherwise conduct its Mining Operations in conformity with those Laws and the Operating Plan. Tenant shall perform erosion control and overburden material (tailings) control in accordance with the Operating Plan. In no event shall Tenant place overburden material on the Land in such a way as to cause any contamination to the groundwater of the Land or surrounding real property, or compromise, in any manner, the existing foliage and grasses on the unmined portion of the Land or adjacent real property.
- 5.4 Reclamation Plan. Tenant shall comply with the approved reclamation plan for reclaiming the Land as part of Tenant's Mining Operations approved by Wisconsin Department of Natural Resources and/or the County of Buffalo (the "Reclamation Plan"). The Reclamation Plan may be revised and if necessary updated, and a copy provided to Landlord. A copy of the Reclamation Plan approved by the county shall be attached hereto as <u>Exhibit B</u>.
- 5.5 Insurance. On or before the Commencement Date, Tenant shall comply with the terms and conditions of <u>Exhibit C</u>, affecting the required insurance coverage's and endorsements with insurance companies licensed to do business in Wisconsin and naming Landlord as an additional insured. Tenant shall furnish to Landlord certificates of insurance to the effect that the policy or policies of insurance are in force. Tenant shall be required to provide Landlord with written notice at least thirty (30) days prior to cancellation of any required insurance coverage. Tenant shall bear the cost of all insurance that it is required to maintain under this Lease. After the Initial Term, Landlord may by notice to Tenant increase the required insurance coverage's and modify required endorsements as long as such increases and modifications are in accordance with industry standards and are commercially reasonable.
- 5.6 Dust Control. Tenant is required to manage and control dust and other mining by products in accordance with the Tenant Permits and the Operating Plan.
- 5.7 Lease as Controlling. Notwithstanding anything to the contrary contained in this Lease, to the extent the terms of this Lease conflict with or are inconsistent with the Operating Plan, this Lease shall control.

- 5.8 Surveying. All surveys required to carry out the Mining Operations shall be obtained by Tenant, at Tenant's expense. Tenant will cause the boundaries of the Land to be marked as part of such surveying, and shall provide copies of any such surveys to Landlord regardless of whether the Lease it terminated pursuant to Section 1.5.
- 5.9 Transportation. Tenant may from time to time during the Term choose to entertain bids for the transportation of Sand from the Land. Landlord or its affiliated assignee shall have the right to match any competitive bid received by Tenant for such transportation, provided that Landlord or its affiliated assignee has the financial and other ability and resources necessary to provide such transportation services. If Landlord or its affiliated assignee matches the bid and if Landlord or its affiliated assignee has the financial and other ability and resources, Tenant shall award the transportation contract to Landlord or its affiliated assignee, as the case may be.
- 5.10 Improvements. Upon expiration of the Term, or earlier termination of this Lease for any reason whatsoever, the Tenant shall promptly remove all buildings, other structures, equipment, trash, junk and/or salvage from the Land and shall leave the land surface in a reasonably level condition. Landlord and Tenant agree that, for purposes of this Lease, a reasonably level condition would be such that a farm tractor would be able to safely drive across the entire surface area. Notwithstanding the foregoing, Landlord shall have the option, but not the obligation, exercisable for thirty (30) days after the date of termination, to purchase any buildings constructed or erected on the Land by Tenant from Tenant at the Depreciated Value thereof. For purposes of this subsection. "Depreciated Value" means the actual cost of construction less depreciation using a twenty (20) year straight line depreciation method. If Landlord elects to purchase any such buildings, Tenant shall not be obligated to remove the same from the Land and shall convey the same to Landlord by bill of sale free and clear of all liens and encumbrances within thirty (30) days of receipt of Landlord's election to purchase the same. This Section 5.10 shall survive the termination of this Lease.
- 5.11 Modification of Operating Plan. The Operating Plan may only be altered or amended with Landlord's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Tenant determines that it is necessary or desirable to alter or amend the Operating Plan, Tenant shall provide Landlord with a written proposal setting forth such requested alteration or amendment. If Landlord objects to such proposed alteration or amendment, the parties will negotiate in good faith to reach an amendment or alteration that is mutually acceptable to both parties. If Landlord fails to object to such proposed alteration or amendment within thirty (30) calendar days of delivery of

Tenant's proposal, Landlord shall be deemed to have consented to such alteration or amendment. In the event of any conflict between this Lease and the Operating Plan (as originally adopted or as subsequently amended), this Lease shall take precedence over the Operating Plan. The Operating Plan (as originally adopted or as subsequently amended) shall comply with all Laws, and in the event it does not, such Laws shall take precedence over the Operating Plan.

- 6. <u>Rights of Entry</u>. Upon reasonable written notice, Landlord, its agents and representatives, shall have the right, at any and all reasonable times following reasonable notice to Tenant, to enter upon the Land to inspect and survey the Land and Tenant's Mining Operations; provided that the such rights shall not be exercised in a manner that would unreasonably impede or interfere with Mining Operations, including the safety and confidentiality of those operations. Any such entry shall comply with all applicable laws and regulations (including state and federal mining safety laws and regulations). Landlord shall indemnify and hold Tenant harmless from and against all damages and injuries arising from such rightful entry.
- 7. <u>Overburden</u>. Landlord retains ownership control of the overburden on the Land; provided, however, that Tenant may excavate and stockpile such overburden as necessary to conduct its Mining Operations, and Landlord shall not cause any top soil (excluding clay) comprising the overburden to be removed from the Land until all reclamation has been completed in accordance with the Reclamation Plan. Nothing in the preceding sentence shall preclude Landlord from removing any trees from the Land.

#### 8. Tenant Defaults.

- 8.1 Any of the following shall be deemed to be a Tenant default hereunder (a "Default" or "Event of Default"):
  - 8.1.1 Payment Obligations. Tenant shall fail to pay any sums due to Landlord hereunder within ten (10) days of the date due hereunder and such amount remains unpaid five (5) days after written notice of non-payment from Landlord; or, in any calendar year, after having twice failed to pay any such sum and having paid the same within such five (5) day period Tenant shall thereafter fail to pay any sum due to Landlord hereunder within ten (10) days of the date due hereunder.
  - 8.1.2 Insurance Obligation. Tenant shall fail to maintain any insurance required to be maintained by Tenant hereunder and such failure continues for five (5) days after written notice of such failure from Landlord
  - 8.1.3 Other Non-Monetary Obligations. Tenant shall fail to perform any of the non-monetary obligations required by Tenant to be performed

hereunder (other than the failure to maintain insurance, which is subject to <u>Subsection 8.1.2</u>), and such failure to perform continues for a period of thirty (30) days following written notice by Landlord to Tenant of such default; provided that if such default renders the Land or any of the real property owned by Landlord which is associated with the Land in violation of any Laws which creates a threat to health or safety or otherwise materially interferes with the exercise of Landlord's thencurrent use of adjoining property or the retained rights provided in <u>Section 1.4</u>, Tenant shall utilize commercially reasonable efforts to cure such threat or interference as soon as possible; provided further that, if such default does not create an unsafe condition as provided herein and effecting a cure for such default takes more than thirty (30) days, Tenant shall effect a cure within such time as may be commercially reasonable.

- 8.1.4 Permits. Subject to the provisions of <u>Section 11</u>, Tenant shall fail to maintain any of the required permits for the Mining Operations and any required permit is not reinstated within ninety (90) days; notwithstanding the foregoing, failure to secure any required permits for the Mining Operations shall not be considered a default so long as Tenant is not conducting any activities on the Land that requires such permit.
- 8.1.5 Insolvency. If: (i) Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Land or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) substantially all of Tenant's assets located at the Land, or if Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure, which is not discharged within thirty (30) days.
- 8.2 Landlord's Remedies upon Default. Upon the occurrence of a Tenant Default:
  - 8.2.1 Termination. In addition to all other claims, rights, and remedies available to Landlord, Landlord may, at its option, at any time thereafter, give written notice to Tenant specifying such event of default and stating that this Lease shall expire and terminate on the date specified in such notice, which date shall be at least twenty (20) days after the giving of such notice, this Lease shall terminate, and Tenant shall surrender the Land to Landlord but shall remain fully liable hereunder for all Earned Royalty and other amounts then unpaid, and shall, subject to the provisions of section 2.1.2, remove equipment and buildings constructed or erected on the Land by Tenant within sixty (60) days of the date of

termination Any such buildings not so removed within said time shall become the property of Landlord.

- 8.2.2 Cumulative rights. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or hereafter existing at law or in equity or by Law.
- 8.2.3 Other remedies of Landlord. Landlord may perform for the account of Tenant any covenant in the performance of which Tenant is in default. Tenant shall pay to Landlord, upon demand, any reasonable amount paid by Landlord, including reasonable attorney's fees and interest, in the performance of such covenant and any amounts which Landlord shall have paid by reason of failure of Tenant to comply with any covenant or provision of this Lease, in connection with prosecution or defense of any proceedings instituted by reason of such default of Tenant.
- 8.3 Effect of waiver or forbearance. No waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach by Tenant of any of its obligations, agreements or covenants, nor shall any forbearance by Landlord of its rights and remedies with respect to such or any subsequent breach constitute such a waiver. No waiver, change, modification or discharge by either party hereto of any provision in this Lease shall be deemed to have been made or shall be effective unless expressly in writing.
- 8.4 Interest on Overdue Payments. Any amount required to be paid by Tenant to Landlord hereunder which is overdue for a period of more than five (5) days, shall, at the Landlord's option, bear interest at the rate of ten percent (10%) per annum from the date such payment was due and continuing until paid.
- 9. Taxes.
  - 9.1 Real Estate Taxes and Special Assessments. As of the Commencement Date, Tenant shall pay before delinquency all real estate taxes on the Land and any special assessments which are levied against the Land as a result of the Mining Operations during the term of this Lease, provided that Landlord will pay to Tenant each year for an amount equal to the amount of the real estate taxes imposed on the Land for the year 2013 as the same may be redefined as a result of continuing Mining Operations (it being the intent that Landlord's share of such taxes each year shall be limited to the amount of such taxes imposed during the year this Lease is entered into and that Tenant shall be responsible for all such taxes in excess of such amount). Landlord shall promptly forward copies of all real estate taxes bill for the Land to Tenant upon receipt of same to facilitate

Tenant's payments. Landlord's payment may be paid by way of a credit to Tenant against payments due by Tenant to Landlord hereunder. Landlord will provide Tenant with proof of the payment of such taxes within thirty (30) days of the due date for the same. If the first and last Lease Years of the Term are other than a full calendar year, real estate taxes for those Lease Years shall be prorated between Landlord and Tenant on a daily basis. The Land may consist of multiple parcels which are separately assessed for real estate tax purposes, and some of those separately assessed parcels may consist of real estate and improvements thereon which are not part of the Land. In those instances, the real estate taxes on each such parcel shall be prorated between Landlord and Tenant in an equitable manner; it being the intention that Tenant shall not be obligated to pay any portion of the real estate taxes on real estate or improvements thereon which do not constitute part of the Land.

- 9.2 Other Taxes. Tenant shall pay before delinquency any and all personal property taxes, sales taxes, use taxes, aggregate taxes or other taxes, which may be due and payable as a result of the Mining Operations. If, at any time during the Term of this Lease, any improvements, personal property, equipment or machinery of Tenant are included within the real property taxes or assessments with respect to the Land, Tenant shall pay the amount of such additional real property taxes or assessments so levied. Landlord will provide Tenant with proof of the payment of such taxes within thirty (30) days of the due date for the same.
- 9.3 Town and County Road Agreements. The Tenant shall pay for all town and county road agreement(s), maintenance fees/charges, etc. applicable to the mine operation.
- 9.4 Managed Forestland, CRP or other governmental programs. Landlord and Tenant shall share equally the costs incurred to remove all or any of the Land from governmental programs as necessary to conduct Mining Operations.
- 9.5 Loss of Agricultural Use Assessment. Tenant will reimburse or make Landlord whole for any costs incurred, additional taxes paid, or penalties incurred as a result of any portion of the Land no longer being subject to agricultural use assessment, so long as such reassessment is directly attributable to Tenant's use under this Lease.
- <u>Utility Access</u>. Landlord makes no representations or warranties to Tenant regarding the availability of water, electricity or other utilities available to the Land for Tenant's Mining Operations, either as of the date hereof or in the future.
- 11. <u>Compliance With Governmental Regulations</u>. Tenant shall at all times comply with the terms and conditions of the Tenant Permits. In the event that Tenant violates the terms of the Tenant Permits, Tenant shall indemnify, defend and hold harmless Landlord from any actions commenced against Landlord by reason of Tenant's violations and to pay

any fines or penalties which may be levied against the Land or Landlord resulting therefrom.

Tenant shall abide by all state, federal, county, town or other statutes, rules, ordinances, and regulations (the foregoing, along with the Tenant Permits, are referred to collectively herein as "Laws") applicable to the Land, whether in effect as of the date hereof or hereafter enacted. Tenant shall not be in default under this Lease for any violation of Laws unless (i) such violation exposes Landlord or any portion of the Land to any liability or threat of enforcement proceedings; (ii) Tenant fails to cure the violation to the satisfaction of the appropriate governmental authority within any applicable or negotiated cure period; or (iii) Tenant fails to pay any penalty imposed within any applicable payment period.

Tenant warrants and represents it shall not, nor shall it, permit the production or disposal of hazardous wastes or substances (as defined under Federal or State law) in or around the Land. Tenant's indemnification in the next Article shall be deemed to include any breach of this representation and warranty.

#### 12. Indemnification.

By Tenant. Tenant covenants and agrees that, except as otherwise stated in this 12.1 Lease to the contrary, Landlord shall not be liable for any damage or liability of any kind or for any damage or injury to persons or property from any cause whatsoever arising from or during the use, occupation and enjoyment of the Land by Tenant or any person thereon holding under Tenant, including without limitation claims arising out of exposure by persons to silica and microscopic fibers in cement and stone dust generated by the Mining Operations. Tenant, on behalf of itself and its successors and assigns, and each of them, hereby agrees to indemnify, defend, protect, save keep harmless and make whole Landlord and Landlord's successors, assigns, agents, employees, partners, coventurers, heirs, trustees, beneficiaries and affiliates, and each of them (collectively, "Landlord's Indemnitees"), from and against any and all liabilities, obligations, losses, damages, penalties, fees, fines, claims, actions, suits, costs, expenses and disbursements, including reasonable attorneys' fees and expenses, of whatsoever kind and nature imposed on, incurred by or asserted against Landlord and/or Landlord's Indemnitees in any way relating to or arising out of Tenant's and/or its successor's and assigns' use of the Land after the date of this Lease or the extraction, production or sale of the Sand from, on or at the Land accruing after the date of this Lease by Tenant and/or its successors and assigns, except to the extent caused by the negligence or misconduct of Landlord or any

Landlord Indemnities (as defined below). This indemnification obligation shall survive the termination of this Lease.

- 12.2 By Landlord. Landlord, on behalf of itself and its successors and assigns, and each of them, hereby agrees to indemnify, defend, protect, save keep harmless and make whole Tenant and Tenant's successors, assigns, agents, employees, officers, owners, members, partners, affiliates and contractors, and each of them (collectively, "Tenant's Indemnitees"), from and against any and all liabilities, obligations, losses, damages, penalties, fees, fines, claims, actions, suits, costs, expenses and disbursements, including reasonable attorneys' fees and expenses, of whatsoever kind and nature imposed on, incurred by or asserted against Tenant and/or Tenant's Indemnitees in any way relating to or arising out of Landlord's or any Landlord's Indemnitees use of the Land or otherwise arising from any act, omission, negligence or misconduct of Landlord or any Landlord Indemnities, except to the extent caused by the negligence or misconduct of Tenant or any Tenant Indemnities. This indemnification obligation shall survive the termination of this Lease.
- 13. <u>Eminent Domain</u>. If there is any taking of all or any part of or interest in the Land because of the exercise of the power of eminent domain, whether by condemnation proceedings or otherwise, or any transfer of any part of or interest in the Land made in avoidance of the exercise of the power of eminent domain (all of the foregoing hereinafter referred to as "taking") during the term of this Lease, the rights and obligations of Landlord and Tenant with respect to such taking shall be governed by the following provisions.
  - 13.1 Total Taking. If there is a taking of all of the Land, this Lease shall terminate. Such termination shall become effective as of the date physical possession of the Land is taken or immediate possession is ordered by the agency or entity exercising the power of eminent domain.
  - 13.2 Partial Taking. If title and possession of twenty-five percent (25%) or more, but less than all, of the total square footage of the Land is taken. Tenant shall have the option to either terminate this Lease or to continue this Lease in full force and effect.
  - 13.3 Minor Taking. If title and possession of less than twenty-five percent (25%) of the total square footage of the Land is taken, this Lease shall continue in full force and effect, provided, however, that if the portion of the Land taken has a significant adverse impact on Tenant's ingress to or egress from the Land or on Tenant's ability to conduct Mining Operations, Tenant shall have the option to terminate this Lease.

- 13.4 Termination Procedure. Termination of this Lease pursuant to this Section shall be made by written notice. This Lease shall terminate as of 12:01 a.m. of the first day of the calendar month following the calendar month in which the notice is delivered. Upon termination of this Lease pursuant to this Section, the Land shall be delivered to Landlord free and clear of all subleases and subtenancies; provided that any obligations arising under <u>Sections 1.4</u>, 1.6, 5.4, 5.5, 11, 12.1, 15.3, 18, 19, 20, 22, 23, 25, 28, 30, and 33 shall survive such termination.
- 13.5 Condemnation Award. Any compensation or damages awarded or payable because of the taking, whether total or partial, or for diminution in the value of all or any portion of the Land, the leasehold estate or the fee, by eminent domain shall be paid to Landlord and Tenant shall be entitled only to relocation costs or other claims that does not diminish any compensation or damages awarded to Landlord.
- 14. <u>Memorandum of Agreement</u>. Landlord and Tenant shall sign a Memorandum of Agreement in the form of <u>Exhibit E</u> which may be filed by Tenant in the Official Records of the County within which the Land is located. This Lease shall not be recorded. Upon any termination or other expiration of this Lease, Tenant shall, upon Landlord's request, and without charge or cost to Landlord, furnish to Landlord a recordable instrument terminating or otherwise releasing any interest of Tenant in the Land in form and substance satisfactory to Landlord. If Tenant fails, after such request, to so furnish such an instrument, Tenant appoints Landlord as its attorney-in-fact for the limited purposes of executing and delivering such a recordable instrument.

### 15. Hazardous Materials.

- 15.1 Definition. "Hazardous Materials" means each and every pollutant, contaminant or other substance (and each and every element, constituent, compound, chemical mixture, material, odor, waste or other substance) that is defined, determined or identified as hazardous, toxic, radioactive or dangerous, and the removal of which is required or the use or disposal of which is restricted, prohibited or penalized under any applicable law, including those relating to environmental matters and human health.
- 15.2 Limitation. Landlord covenants and agrees that, except as otherwise stated in this Lease to the contrary. Tenant shall not be liable for any damage or liability of any kind or for any damage or injury to persons or property from any cause whatsoever arising from the placement, storage, generation, release or disposal of any Hazardous Materials on, in, under or about the Land, except for Hazardous Materials placed, stored, generated, released or disposed of on, in, under, or about the Land by Tenant, its agents, contractors, invitees, guests or permittees.

- 15.3 By Tenant. Tenant, on behalf of itself and its successors and assigns, and each of them, hereby agrees to indemnify, defend, protect, save, keep harmless and make whole Landlord and Landlord's Indemnitees, for, from and against any and all liabilities, obligations, losses, damages, penalties, fees, fines, claims, actions, suits, costs, expenses and disbursements, including reasonable attorneys' fees and expenses, of whatsoever kind and nature imposed on, incurred by or asserted against Landlord and/or Landlord's Indemnitees to the extent relating to or arising out of the placement, storage, generation, release or disposal of any Hazardous Materials on, in, under or about the Land, except for Hazardous Materials placed, stored, generated, released or disposed of on, in, under, or about the Land by Landlord, its agents, contractors, invitees, guests or permittees. The obligations of Tenant under this <u>Section 15</u> shall survive the expiration or earlier termination of this Lease.
- By Landlord Landlord, on behalf of itself and its successors and assigns, and each of them, hereby agrees to indemnify, defend, protect, save, keep harmless and make whole Tenant and Tenant's Indemnitees, for, from and against any and all liabilities, obligations, losses, damages, penalties, fees, fines, claims, actions, suits, costs, expenses and disbursements, including reasonable attorneys' fees and expenses, of whatsoever kind and nature imposed on, incurred by or asserted against Tenant and/or Tenant's Indemnitees to the extent relating to or arising out of (a) the placement, storage, generation, release or disposal by Landlord of any Hazardous Materials on, in, under or about the Land, except for Hazardous Materials placed, stored, generated, released or disposed of on, in, under, or about the Land by Tenant, its agents, contractors, invitees, guests or permittees; or (b) the presence of any Hazardous Materials on the Land on the date hereof. The obligations of Landlord under this Section 15 shall survive the expiration or earlier termination of this Lease.

#### 16. Assignment or Sublease.

- 16.1 Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments any interest in this Lease or the Land (each individually and collectively referred to in this <u>Section 16</u> as a "Transfer") without first obtaining the written consent of Landlord, which consent Landlord shall not unreasonably withhold, conditioned, or delayed. No request for Landlord's consent may be presented if any Event of Default by Tenant has occurred and remains uncured, in whole or in part.
- 16.2 It is expressly understood and agreed that Landlord may condition its consent to any Transfer upon satisfaction of all or any of the following conditions:
  - 16.2.1 the net worth of the assignee, licensee, subtenant or other transferee or permittee (collectively, "Transferee"), determined pursuant to generally

accepted accounting principles consistently applied, immediately prior to the Transfer shall not be less than the greater of the net assets of Tenant immediately prior to the Transfer or the net assets of Tenant at the time of the signing of this Lease, all as evidenced by financial statements from Tenant and Transferee, signed and sworn to by officers of each, delivered to Landlord;

- 16.2.2 such Transfer shall not adversely affect the quality and type of business operation, which Tenant has conducted theretofore;
- 16.2.3 such Transferee shall possess qualifications for the Tenant business substantially equivalent to or greater than those of Tenant and shall have demonstrated recognized experience in successfully operating such a business;
- 16.2.4 the Guarantor (as defined in <u>Section 37</u>) consents in writing to the Transfer and reaffirms the Lease Guaranty (as defined in <u>Section 37</u>) by executing and delivering to Landlord a reaffirmation document in form acceptable to Landlord;
- 16.2.5 such Transferee shall assume in writing, in a form acceptable to Landlord, all of Tenant's obligations hereunder and Tenant shall provide Landlord with a copy of such assumption/transfer document;
- 16.2.6 the Tenant to which the Premises were initially leased shall continue to remain liable under this Lease for the performance of all terms, including, but not limited to, payment of Earned Royalty due under this Lease.
- 16.3 The acceptance of any Earned Royalty, Annual Minimum Payment, rent or other consideration by Landlord from any alleged assignee or subtenant shall not constitute consent to or approval of the assignment or sublease of this Lease by the Landlord, and the consent by Landlord to one assignment or subletting of the Land shall not constitute a waiver of Landlord's rights hereunder.
- 16.4 In the event of any such assignment, subletting, licensing or granting of a concession made with the prior written consent of the Landlord as aforesaid, Tenant will nevertheless remain primarily liable for the performance of all the terms, conditions, and covenants of this Lease. Any Transfer shall be by agreement in a form and content acceptable to Landlord, and shall specify and require that each Transferee of this Lease by acceptance of any Transfer shall assume, be bound by, and be obligated to perform the terms and conditions of its sublandlord and assignor under this Lease.
- 16.5 Permitted Assignment. Notwithstanding anything in this Lease to the contrary, Tenant shall be permitted to assign this Lease one time, and one time only,

without Landlord's consent (the "Permitted Assignment") so long as the following conditions are met:

- 16.5.1 The Guarantor (as defined in <u>Section 37</u>) consents in writing to the Transfer and reaffirms the Lease Guaranty (as defined in <u>Section 37</u>) by executing and delivering to Landlord a reaffirmation document in form reasonably acceptable to Landlord.
- 16.5.2 Such Transferee shall in writing, in a form reasonably acceptable to Landlord, assume, be bound by, and be obligated to perform all of Tenant's obligations hereunder and Tenant shall provide Landlord with a copy of such assumption/transfer document;
- 16.5.3 The Tenant to which the Premises were initially leased shall continue to remain liable under this Lease for the performance of all terms, including, but not limited to, payment of Earned Royalty due under this Lease; however, such liability will automatically terminate upon Landlord's receipt of cumulative total Earned Royalty in excess of
- 16.5.4 As of the effective date of the Permitted Assignment, Tenant shall pay a single cash payment to Landlord in the total sum of "Permitted Assignment Payment"). Such Permitted Assignment Payment is separate consideration solely for the Permitted Assignment, and for not other purpose whatsoever. Without limiting the forgoing, the Permitted Assignment Payment shall not apply to, substitute for or be a credit against the rental, Earned Royalty, Annual Minimum Earned Royalty or any other payment due or to become due to Landlord.
- 16.5.5 On or before the effective date of the Permitted Assignment, Landlord shall receive any due but unpaid Earned Royalty, Annual Minimum Earned Royalty installments, and rent.
- <u>Notices</u>. All notices required under this Lease shall be sent by U.S. First Class Mail to the following address:

If to Landlord:

Breezy Point Farms, Inc. c/o Deric J. Lindstrom W2184 County Road K Durand, WI 54736

If to Tenant:

Wisconsin Proppant Resources, LLC 14158 Addleman Drive Houston, MN 55943

- 18. <u>Governing Law</u>. This Lease shall be governed by the laws of the State of Wisconsin. The invalidity of any term of this Lease shall in no way affect the validity or enforceability of the remaining terms. In the event any action is brought to interpret or enforce this Lease, then the prevailing party in such action shall be entitled to recover from the other party attorney's fees and court cost incurred in such action. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court for Buffalo County, State of Wisconsin, and agrees that all legal proceedings arising, whether directly or indirectly, under or pursuant to this Lease, shall be decided by that Court.
- 19. Estoppel Certificates. Each party agrees, at any time and from time to time during the Term, upon not less than thirty (30) days prior to notice from the other party, to execute, acknowledge and deliver to the other party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (ii) stating the dates to which the royalties other charges hereunder have been paid by Tenant; (iii) stating whether or not the party has knowledge that the other party is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if the party has knowledge of such a default, specifying each such default, and (iv) stating the address to which notices to the party shall be sent.

#### 20. Subordination and Non-Disturbance.

- 20.1 Subject to the provisions provided in 20.2 below, this Lease, at Landlord's option, shall be subordinate to the interest of any mortgage that may now or hereafter encumber the Land or any portion of the Land.
- 20.2 Landlord shall provide to Tenant commercially reasonable subordination, nondisturbance and attornment agreements ("SNDA") from all mortgagees, beneficiaries, and lienholders having an interest in the Land, or any portion of the Land, that has, or is given, priority over this Lease, in the form attached hereto as <u>Exhibit G</u>.
- 21. No Relationship other than Landlord and Tenant. Nothing contained in this Lease shall create between Landlord and Tenant, or be relied upon by others as creating, any relationship of partnership, association, joint venture, employer/employee or otherwise. The sole relationship of Landlord and Tenant under this Lease shall be that of a Landlord/vendor and Tenant/vendee.
- 22. <u>Amendment</u>. This Lease may be amended only by a writing signed by both Landlord and Tenant. If such a written amendment is entered into, such written amendment shall modify only the provisions of this Lease specifically modified and shall be deemed to incorporate by reference, unchanged, all remaining provisions of this Lease.

- 23. <u>Entire Agreement</u>. This Lease and the Exhibits and related agreements contemplated herein contain the entire agreement of Landlord and Tenant and supersede any prior or contemporaneous written or oral agreements among them with respect to the subject matter of this Lease. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between Landlord and Tenant relating to the subject matter contained in this Lease that are not fully expressed in this Lease. No provision of the Lease will be interpreted for or against any party on the basis that such party was the draftsman of such provision, both parties being deemed to have participated equally in the drafting of the Lease, and no presumption of burden of proof will arise favoring or disfavoring any party by virtue of the authorship of this Lease.
- 24. <u>Attorney's Fees</u>. If any party to this Lease is required to or commences any action or proceeding against the other by reason of any breach or claimed breach of any provision of this Lease, is required to or commences any action or proceeding in any way connected with this Lease or seeks a judicial declaration of rights under this Lease, the party prevailing in such action or proceeding shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs, including, but not limited to, all expert witness fees, other witness fees and associated expenses, whether or not the proceeding or action proceeds to judgment.
- 25. <u>Headings and Captions</u>. The headings and captions at the beginnings of various Sections of this Lease shall not be construed to be substantive part of this Lease or in any way define, limit, expand or affect any provision of this Lease.
- <u>Time of the Essence</u>. With regard to the performance by Landlord and Tenant of their obligations under this Lease, time is expressly made of the essence.
- <u>Counterparts</u>. This Lease may be signed in two (2) or more counterparts, each of which shall constitute an original, but all of which, taken together, shall be one (1) and the same document.
- 28. <u>No Waiver of Rights and Breaches</u>. No failure or delay of Landlord or Tenant in the exercise of any right given to them under this Lease shall constitute a waiver of such right, nor shall any single or partial exercise of any such right preclude other or further exercise of such right or of any other right. The waiver by Landlord or Tenant of any breach of any term or provision of this Lease shall not be deemed to be a waiver of any subsequent breach of any term or provision of this Lease shall be effective until set forth in writing and executed by the party making the waiver.
- 29. <u>Remedies</u>. In the event of breach of the provisions of this Lease, the nonbreaching party may pursue any remedy provided at law or in equity.
- 30. <u>Exculpation</u>. Tenant agrees to look solely to Landlord's interest in the Land for the recovery of any judgment from Landlord, it being agreed that the persons who are part

of the Landlord and the corporation and limited liability companies, which are part of Landlord, and their respective members, its directors, officers, or shareholders, shall never be personally liable for any such judgment.

- 31. <u>Partial Invalidity</u>. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 32. Force Majeure. Tenant shall not be deemed to be in Default under this Lease if and so long as nonperformance or Default herein shall relate to labor disputes (including strikes, lockouts, walkouts, slowdowns, etc.), nonavailability of materials, war or national defense, preemptions, governmental restrictions, acts of God or other causes beyond the reasonable control of Tenant; provided that the foregoing shall not apply to a Default arising prior to the Contingency Deadline or a Default arising pursuant to either subsection 8.1.1 or subsection 8.1.2; and provided that Tenant shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinabove specified; provided further that the total collective time for all occasions for which Tenant's performance is excused pursuant to this Section 32 shall be added to the end of the term of this Lease.
- 33. <u>No Merger</u>. The fee simple estate in the Land shall not merge with the Leasehold or any other estate or interest in the Land, and the parties hereto do hereby express their intent to avoid any merger of such interests or estates.
- Confidentiality. The terms and conditions of this Lease shall be forever treated as 34. confidential by Landlord and Tenant and shall not be disclosed to any person, other than to: the individuals who are part of Tenant and their immediate families; the members of the entity which is a part of Tenant; other potential landlords of Tenant that know Landlord and wish to enter into leases similar to this Lease; the officers, directors, and management employees of Tenant; and representatives of Landlord and Tenant with a need to know; and in addition thereto Landlord and Tenant's attorneys, accountants, insurance agents, tax consultants and any state and federal taxing authorities. The provisions of this section do not apply to disclosures made in a court of competent jurisdiction or to a governmental agency, when required by subpoena, court order, law or administrative regulation. The provisions of this section do not apply to information which: (a) was acquired by a party from others who have no confidential commitment with respect to the same; (b) is now or becomes, through no action or fault of a party, a part of the public domain by publication or otherwise; or (c) was in a party's possession free of any obligation of confidence at the time it was communicated to that party. The provisions of this section will continue in full force and effect even after expiration or termination of this Lease.
- 35. Landlord Definition. The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title to the Premises, and in the event of any

transfer of such title, Landlord herein named (and, in case of any subsequent transfers, the then grantor) shall be relieved, as of the date of such transfer and thereafter, of all liability as respects Landlord's obligations first arising thereafter, provided that any funds in the hands of Landlord or the then grantor, at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. Subject to the foregoing provisions, the obligations contained in this Lease to be performed by Landlord shall be binding on Landlord's successors and assigns only during their respective periods of ownership.

- 36. <u>Authority</u>. Each individual executing this Lease on behalf of Landlord represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Landlord, in accordance with any membership agreement of Landlord and that this Lease is binding upon Landlord in accordance with its terms. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, in accordance with any membership agreement of Tenant and that this Lease is binding upon Tenant in accordance with its terms.
- 37. <u>Guaranty Contingency</u>. This Lease is contingent upon the execution and delivery by Richard "Rick" Frick (the "Guarantor") to Landlord of their unconditional guaranty of payment and performance of this Lease (the "Lease Guaranty"), in the form attached hereto as <u>Exhibit F</u>. If the Lease Guaranty is not executed and delivered to Landlord simultaneously with the execution and delivery of this Lease document, then this Lease shall be void and without any force or effect whatsoever. The Lease Guaranty shall automatically terminate and be released upon Landlord's receipt of cumulative total Earned Royalty in excess of
- 38. <u>Survival</u>. Notwithstanding expiration of Term, or earlier termination of this Lease for any reason, all rights and obligations arising under <u>Sections 1.4</u>, <u>1.6</u>, <u>5.4</u>, <u>5.5</u>, <u>5.10</u>, <u>11</u>, <u>12.1</u>, <u>15.3</u>, <u>18</u>, <u>19</u>, <u>20</u>, <u>22</u>, <u>23</u>, <u>25</u>, <u>28</u>, <u>30</u>, and <u>33</u> shall survive such expiration or termination.
- 39. Cooperation by Landlord; Further Assurances. Landlord shall execute and deliver all documents and otherwise cooperate with Tenant as needed in connection with the conduct of operations on the Land, including the acquisition of governmental permits, licenses, and approvals, but only to the extent such conduct of operations and requested governmental permits, licenses, and approvals are consistent with the Operating Plan and in compliance with the all Laws. In that regard, Landlord agrees not to protest, challenge or otherwise oppose any permit, license and approval filings that Tenant may make to facilitate operations or proposed operations on or in connection with the Land that are consistent with the Operating Plan.
- <u>Ton</u>. Any reference in this Lease to ton or tonnage shall be construed to refer to the short ton (2,000 lbs.)

IN WITNESS WHEREOF, the undersigned have executed this Lease on the date hereinabove written.

> LANDLORD: Breezy Point Farms, Inc., a Wisconsin corporation

Bx: and

Randal J. Lindstrom, President

Breezy Point Acres, LLC, a Wisconsin limited liability company By: Breezy Point Farms, Inc., its sole member

BVC. anda Randal J. Lindstrom, President

Breezy Point Forest, LLC, a Wisconsin limited liability

By: Breezy Point Farms, Inc., its sole member

Instrom By: --

company

Randaki. Lindstrom, President

Breezy Point Lands, LLC, a Wisconsin limited liability company

By: Breezy Point Farms, Inc., its sole member

BVC anda

Randal L Lindstrom, President

Breezy Point Properties, LLC, a Wisconsin limited liability company

By: Breezy Point Farms, Inc., its sole member

BY anda Sunsho

RandaLJ. Lindstrom, President

TENANT:

Wisconsin Proppant Resources, Inc., a Minnesota

business corporation By: <u>Alcherd</u> Rick" Frick, President nick President

#### ACKNOWLEDGMENTS

STATE OF WISCONSIN ) COUNTY OF TREMPEALAEU ) SS

The foregoing instrument was acknowledged before me on November 1, 2013, by Randal J. Lindstrom, President of Breezy Point Farms, Inc., a Wisconsin corporation, on behalf of the corporation. He is personally known to me to be the person who executed the foregoing instrument and acknowledged the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of Wisconsin My Commission Expires: 08/10/2014

STATE OF WISCONSIN ) COUNTY OF TREMPEALEAU ) SS

The foregoing instrument was acknowledged before me on November 1, 2013, by Randal J. Lindstrom, President of Breezy Point Farms, Inc., a Wisconsin corporation, the sole member of Breezy Point Acres, LLC, a Wisconsin limited liability company, on behalf of the company. He is personally known to me to be the person who executed the foregoing instrument and acknowledged the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of Wisconsin My Commission Expires: 08/10/2014

STATE OF WISCONSIN ) COUNTY OF TREMPEALEAU ) 55

The foregoing instrument was acknowledged before me on November 1, 2013, by Randal J. Lindstrom, President of Breezy Point Farms, Inc., a Wisconsin corporation, the sole member of Breezy Point Forest, LLC, a Wisconsin limited liability company, on behalf of the company. He is personally known to me to be the person who executed the foregoing instrument and acknowledged the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

-Bith M. Wullwo Notary Public, State of Wisconsin My Commission Expires: 08/10/2014

STATE OF WISCONSIN ) COUNTY OF TREMPEALEAU ) ss

The foregoing instrument was acknowledged before me on November 1, 2013, by Randal J. Lindstrom, President of Breezy Point Farms, Inc., a Wisconsin corporation, the sole member of Breezy Point Lands, LLC, a Wisconsin limited liability company, on behalf of the company. He is personally known to me to be the person who executed the foregoing instrument and acknowledged the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of Wisconsin My Commission Expires: 08/10/2014

STATE OF WISCONSIN ) COUNTY OF TREMPEALEAU ) ss

The foregoing instrument was acknowledged before me on November 1, 2013, by Randal J. Lindstrom, President of Breezy Point Farms, Inc., a Wisconsin corporation, the sole member of Breezy Point Properties, LLC, a Wisconsin limited liability company, on behalf of the company. He is personally known to me to be the person who executed the foregoing instrument and acknowledged the same

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

m. Il Millo LAST / La Notary Public, State of Wisconsin My Commission Expires: 08/10/2014

STATE OF WISCONSIN ) COUNTY OF TREMPEALEAU ) SS

The foregoing instrument was acknowledged before me on November 1, 2013, by Richard "Rick" Frick, President of **Wisconsin Proppant Resources, Inc.**, a Minnesota business corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of Wisconsin / My Commission Expires: 08/10/2014

# EXHIBIT A-1

## Legal Description

Real property located in the Towns of Nelson and Maxville, Buffalo County Wisconsin, described on the attached six (6) page legal description, but excluding therefrom all real estate located South of County Road K, and any real property located within three hundred (300) feet of any existing residential or farm buildings.

#### Breezy Point Farms legal description

#### Parcel 1

The North Half (N ½) of the Southeast Quarter (SE ¼) of Section 5, Twp. 23 N., Rge. 13 W.

The West Half (W 1/2) of the Northwest Quarter (NW 1/4) and

The West Half (W 1/2) of the Southwest Quarter (SW 1/4),

Section 4, Township 23 North, Range 13 West, excepting therefrom the following parcel: Commencing at the NE corner of the NW ¼ of NW ¼ of said Sect. 4, thence south 1 degrees 11 minutes East 1501.7 feet along the West sixteenth line of Sect. 4 to a point on the North right of way line of Buffalo County Trunk Highway "K", which point is the point of beginning of lands herein described, thence North 87 degrees 04 minutes 15 seconds West along said North right of way line 330.86 feet; thence North 1 degrees 11 minutes West 206.31 feet; thence North 89 degrees 49 minutes East 330 feet to said West sixteenth line of Section 4, thence South 1 degree 11 minutes East 230 feet to the place of beginning

The East Half (E ½) of the Southeast Quarter (SE ½) of Section 32, Twp. 24 N., Rge. 13 W. subject to easement to Buffalo Electric Cooperative, recorded in Vol. 1 of Easement Deeds, page 266 and to highway deed to Buffalo County recorded in Vol. 74 of Deeds, page 183.

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) and the North Half (N ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼), all in Section 5, Twp. 23 N., Rge. 13 W. subject to Easement and Highway Deed of record and excepting therefrom the following parcel: That part of the SE ¼ of NE ¼ of said Sect. 5, described as follows: Commencing at the intersection of the West boundary line of the SE ¼ of NE ¼ of Sect. 5, Twp.23 N., Rge. 13 W., with the centerline of County Highway "K" as presently located; thence along the center of said highway in an Easterly direction 175.5 feet; thence at a right angle North 178 feet; thence at a right angle West 175.5 feet; thence South 178 feet to place of beginning.

The following land located in Township 24 North, Range 13 West; the North Half (N ½) of the Northeast Quarter (NE ¼) of Section 33; the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 34; the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) and the South Half (S ½) of the Southeast Quarter (SE ¼), all in Section 28, excepting from the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 28 the following parcel:

Commencing at an iron pipe marking the SE corner of the SW ¼ of SE ¼ of Sect. 28, Twp. 24 N., Rge. 13 W.; thence West along the South line of said Sect. 28, 276.6 feet;
thence North 102.5 feet to the point of beginning; thence North, 170 feet; thence West 100 feet more or less to the Easterly edge of the Town Road in said forty, thence South along the Easterly edge of said town road, 170 feet; thence East 100 feet more or less to point of beginning.

Also the following lands: The Southwest Quarter (SW ¼); the East Half (E ½) of the Northwest Quarter (NW ¼); and the East half (E ½) of the West Half (W ½) of the Northwest Quarter (NW ¼) all in Section 33, Township 24 North, Range 13 West, except therefrom; Commencing at the Northwest corner of the NW ¼ of SW ¼ of Sect. 33, Twp. 24 N., Rge. 13 W., thence South along the Westerly boundary of said forty acre tract a distance of 800 feet; thence East at a right angle a distance of 160 feet; thence Northeasterly to a point on the North boundary of said forty acre tract 360 feet East of the Northwest corner of said forty acre tract; thence Westerly along said North boundary of said forty acre tract 360 feet to place of beginning.

### Parcel 2

The E ½ of W ½ of Sec. 4, Twp. 23 N., Rge. 13 W. except the following descried parcel. Commencing at the intersection of the center of Highway "K" and the East line of the E ½ of W ½ of Sec. 4, Twp. 23 N., Rge. 13 W.; thence West along the center of said Highway "K" 600 feet; thence at right angles to said last described line South 240 feet; thence at right angles to said last described line East approximately 600 feet to the East line of said E ½ of W ½ of Sec. 4, Twp. 23 N., Rge. 13 W, thence North along said East line approximately 240 feet to the place of beginning; excepting therefrom all highway rights of way.

#### ALSO

#### Parcel 3

Part of the SE ¼ SE ¼ of Sec. 5, T23 N, R13W containing 20 acres, more or less, more particularly described as follows: Beginning at a point located at the Southeast corner of said Sec. 5, thence North 1320 feet, thence West 1320 feet, thence Southeasterly along a straight diagonal line 1866.7619 feet to the point of beginning.

#### EXCEPT:

Lands conveyed to Christopher A. Lindstrom and Fiona K. Lindstrom by Quit Claim Deed dated 6/19/2004, recorded 8/24/2004 in Volume 378 Records, page 249, as Doc. No. 221438, and described as:

Part of the Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) of Section Thirty three (33), Township Twenty four (24) North, Range Thirteen (13) West, Town of Maxville, Buffalo County, Wisconsin described as follows:

Commencing at the Southwest corner of the said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼); thence East along the South forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 200' to the point of commencement of this description; thence continuing East along the South forty line of said Southeast Quarter of the Southwest Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 200' to the point of commencement of this description; thence continuing East along the South forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 500'; thence at right angles due North and parallel with the West forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 150'; thence at right angles due West and parallel with the South forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 500'; thence at right angles due South and parallel with the West forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 500'; thence at right angles due South and parallel with the West forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 500'; thence at right angles due South and parallel with the West forty line of said Southeast Quarter (SE ¼ of SW ¼) a distance of 150'; thence at right angles due South and parallel with the West forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 150'; thence at right angles due South and parallel with the West forty line of said Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) a distance of 150', more or less, to the point of commencement of this description. Containing 1.7217 acres, more or less.

#### ALSO EXCEPTING:

Lands conveyed to Steven A. Lindstrom by Warranty Deed dated 12/27/2007 and recorded 12/31/2007 in Volume 437 Records, page 17, as Doc. No. 234115 and described as:

That part of the South Half of the Northwest Quarter, and part of the North Half of the Southwest Quarter of Section 4, and also part of the North Half of the Southeast Quarter, and part of the Southeast Quarter of the Northeast Quarter of Section 5, all in Township 23 North, Range 13 West, Town of Nelson, Buffalo County, Wisconsin, described as follows:

Commencing at the northwest corner of said Section 4. Township 23 North, Range 13 West; thence S. 89 deg. 54' 05" E. along the North line of the Northwest Quarter, a distance of 2614.52' to the north quarter corner of Section 4; thence S. 01 deg. 25' 23" W. a distance of 1760.36' to a I' pipe hereinafter referred to as "Point A"; thence S. 89 deg. 54' 05" E, along the south line of the property described in Volume 350 of Records. Page 151, approximately 30', more or less, to the east line of the Southeast Quarter of the Northwest Quarter, and the point of beginning of land to be herein described; thence N. 89 deg. 54' 05" W, returning to "Point A"; thence continue N, 89 deg. 54' 05" W along said south line of Volume 350, Page 151, a distance of 568.54'; thence N. 79 deg. 33' 29" W a distance of 67.80' to a 1" pipe; thence N. 84 deg. 35' 59" W a distance of 569.76' to a l" pipe; thence S. 84 deg. 42' 00" W, a distance of 304.35' to a 1" pipe; thence N. 15 deg. 02' 01" W a distance of 177.04' to a point in the centerline of County Road "K", the next three courses are along said County Road "K" centerline; thence S. 86 deg. 04' 00" W a distance of 687.74' to a point of curvature; thence along a curve turning to the right with an arc length of 1196.43'; with a radius of 4950.00', with a chord bearing of N. 87 deg.00' 32" W, with a chord length of 1193.52' to a point of tangency; thence N. 80 deg. 05' 05" W approximately 465', more or less, to the west line of the North Half of the Southeast Quarter of the Northeast Quarter of Section 5; thence southerly along said

west line, to the south line of the North Half of the Southeast Quarter of the Northeast Quarter, thence easterly along said south line to the southeast corner of the North Half of the Southeast Quarter of the Northeast Quarter; thence southerly along the east line of the South Half of the Southeast Quarter of the Northeast Quarter to the northeast corner of the North Half of the Southeast Quarter to the northeast Quarter of the North Half of the Southeast Quarter to the northwest Quarter of the North Half of the Southeast Quarter to the northwest corner of the North Half of the Southeast Quarter to the northwest corner of the Northwest Quarter of Southeast Quarter of the Southeast Quarter to the southerly along the west line of the Northwest Quarter of the Southeast Quarter to the southwest corner thereof; thence easterly along the south line of the North Half of the Southeast Quarter of Section 4; thence easterly along said south line, to the east line of the North Half of the Southeast Quarter; thence northerly along said east line and along the east line of the Southeast Quarter of the Southeast Quarter, approximately 2029', more or less, to the point of beginning.

Excepting therefrom the following, all that part of the North Half of the Southwest Quarter of Section 4, and part of the Northeast Quarter of the Southeast Quarter of Section 5, lying southerly of the following described line:

Commencing at the northwest corner of said Section 4, Township 23 North, Range 13 West; thence S. 89 deg. 54' 05'' E along the north line of the Northwest Quarter, a distance of 2614.52' to the north quarter corner of Section 4, thence S. 01 deg. 46' 25'' W a distance of 3785.09' to a 1" pipe hereinafter referred to as "Point B"; thence S. 87 deg. 36' 25'' E approximately 122', more or less, to the east line of the Northeast Quarter of the Southwest Quarter, and the point of beginning of the line to be herein described; thence N. 87 deg. 36' 25'' W approximately 122', more or less, returning to "Point B"; thence N. 87 deg. 36' 25'' W a distance of 3092.48' to a 1'' pipe; thence S 61 deg. 30' 39'' W. a distance of 635.18' to a 1'' pipe; thence southwesterly to southwest corner of the Northeast Quarter of the Southeast Quarter, and said herein described line there terminating.

Subject to right of way of County Road "K" on the north, and any other easements of record.

Together with a 20' wide access easement, lying in part of the Southeast Quarter of the Northwest Quarter of Section 4, described as follows:

Commencing at the northwest corner of said Section 4, Township 23 North, Range 13 West, thence S. 89 deg. 54° 05° E along the north line of the Northwest Quarter a distance of 2614.52° to the north quarter corner of Section 4; thence S. 01 deg. 25° 23° W a distance of 1760.36° to a 1° pipe; thence N. 89 deg. 54° 05° W along the south line of the property described in Volume 350 of Records, Page 151, a distance of 568.54°: thence N. 79 deg. 33° 29° W a distance of 47.64° to the point of beginning of the easement to be described; thence N. 03 deg. 10° 35° E a distance of 231.78° to the centerline of County Road "K"; thence N 89 deg. 54° 05° W along said road centerline, a distance of 20.03°; thence S. 03 deg. 10° 35° W a distance of 228.16°; thence S. 79 deg. 33° 29° E a distance of 20.16° to the point of beginning. Also together with a 10° wide access easement, lying in part of the Southwest Quarter of Section 4, the centerline of said easement is described as follows: Commencing at the northwest corner of said Section 4, Township 23 North, Range 13 West; thence S 89 deg. 54° 05° E along the north line of the Northwest Quarter, a distance of 2614.52° to the north quarter corner of Section 4; thence S. 07 deg. 36° 36° W a distance of 5377.83° to a point in the centerline of County Road "KK", and the point of beginning of the easement to be described, thence N. 08 deg. 50° 21° E a distance of 17.85°; thence N. 06 deg 35° 31° W a distance of 44.29°; thence N. 18 deg. 34° 26° W a distance of 67.59°; thence N. 25 deg. 48° 40° W a distance of 237.81°; thence N. 11 deg 47° 35° W a distance of 235.61°; thence N. 16 deg. 12° 12° W a distance of 155.95°; thence N. 34 deg. 31° 54° W a distance of 110.96°; thence N. 40 deg. 53° 09° W a distance of 222.77°; thence N. 34 deg. 25° 38° W a distance of 587.98° to a point hereinafter referred to as "Point C", thence N. 79 deg. 51° 56° W a distance of 196.26°; thence N. 59 deg. 31° 27° W a distance of 64.17°; thence N. 34 deg. 22° 47° W a distance of 102.44°, and said herein described line there terminating.

Also, said easement continues beginning at the above described "Point C"; thence N. 29 deg. 57' 23"E a distance of 28.52'; thence N 10 deg. 01' 14" W a distance of 97.37', thence N. 30 deg. 49' 50" W a distance of 21.91', and said herein described centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate on the south with the centerline of County Road "KK", and on the north with the south line of the parcel conveyed in this description.

Grantor retains an agricultural access easement, twenty feet in width, for itself and successor owners of that portion of the SW ¼ of Section 4, T23N, R13W not conveyed to Grantee. This access easement shall follow the existing field road running generally Northerly and Southerly from County Road K over the SW ¼ of the NW ¼ and the NW ¼ of the SW ¼ in Section \_, T23N, R13W. Said easement shall be used exclusively for transport of agricultural vehicles and equipment as well as placement, maintenance and operation of irrigation and manure lines.

#### ALSO EXCEPTING:

Land conveyed to Gary R. Lindstrom and Diane M. Lindstrom by Quit Claim Deed dated 2/23/2000 and recorded 4/3/2000 in Volume 284 Records, page 560 as Doc. No. 201137, and described as follows.

Part of the SE ¼ of the SW ¼ of Section 33, Township 24 N., Range 13 W., described as follows:

Commencing at the SW corner of the said SE ¼ of SW ¼ (the forty); thence North along the forty line a distance of 600 feet; thence East parallel with the South line of the forty, a distance of 200 feet; thence South to the South line of the forty to a point 200 feet east of the point of beginning; thence West along the South line of the forty a distance of 200 feet to the point of beginning.

## ALSO EXCEPTING:

Lands conveyed to Victor R. Lindstrom and Evelyn M. Lindstrom by Quit Claim Deed dated 3/29/1983 and recorded 4/5/1983 in Volume 165 Records, page 130 as Doc. No. 156914 and described as follows:

+

A parcel of land located in the NE ¼ of the NW ¼ and also in the SE ¼ of NW ¼ of Section 4, Twp. 23 N., Rge. 13 W, Buffalo County, Wisconsin, more particularly described as follows:

Commencing at the NW corner of the NE ¼ of said Section 4; thence South 1 degree 11 minutes East 1271.7 feet along the West sixteenth line of said Section 4 to <u>place of beginning</u>; thence South 87 degrees 04 minutes 15 seconds East for a distance of 20 feet, thence South 1 degrees 11 minutes East for a distance of 230 feet to a point on the North right of way line of Buffalo County Trunk Highway "K" (erroneously referred to CTH "D" in Vol. 122 of Deeds, page 45, as Doc. No. 133375); thence North 87 degrees 04 minutes 15 seconds West along said North right of way line for a distance of 20 feet, thence North 1 degree 11 minutes West for a distance of 230 feet to place of beginning.

The intent of this deed is to convey a strip of land 20 feet East and West by 230 feet North and South abutting the East boundary of the parcel recorded in Vol. 122 Deeds, page 45 as Doc. No. 133375. EXHIBIT A-2

Site Map



. I

## EXHIBIT B

## **Reclamation Plan**

[To be attached prior to the Contingency Deadline]

## EXHIBIT C

## Insurance Requirements and Coverages

As of the Commencement Date, Tenant shall procure and maintain, until all of its obligations under this Lease have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Tenant's use of the Land.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease.

- Minimum Scope and Limits of Insurance Tenant shall provide coverage with limits of liability not less than those stated below.
  - 1. Commercial General Liability Occurrence Form

The policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence
  - \$1,000,000
- Damage to Rented Premises (each occurrence) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "Landlord shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Tenant, including completed operations."

- 2. Excess/Umbrella Liability
  - General Aggregate

## \$2,000,000

The policy shall be endorsed to include the following additional insured language: "Landlord shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Tenant, including automobiles owned, leased, hired or borrowed by Tenant."

#### 3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used by Tenant in connection with use of the Land.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "Landlord shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Tenant, including automobiles owned, leased, hired or borrowed by Tenant."

- 4. Worker's Compensation and Employers' Liability
  - Workers' Compensation
    As required by Wisconsin State law
  - Employers' Liability As
- As required by Wisconsin State law
- B. <u>Additional Insurance Requirements</u>: The policies shall include, or be endorsed to include, the following provisions:
  - On insurance policies where Landlord as applicable, is named as an additional insured, Landlord, as applicable, shall be an additional insured to the full limits of liability purchased by the insured even if those limits of liability are in excess of those required by this Lease.
  - Such insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - Each insurance policy required by this Lease shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the other party.
  - Each insurance policy required by this Lease shall be endorsed to include a waiver of subrogation against Landlord, as applicable.
- C. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Wisconsin and with an "A.M. Best" rating of not less than A-.

<u>Verification of Coverage</u>: Each insurance policy required by this Lease must be in effect at or prior to the Commencement Date under this Lease and remain in effect for the duration of the Agreement. Upon request, each party shall furnish the other party with certificates of insurance (ACORD form or equivalent) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Failure to maintain the insurance policies as required by this Lease or to provide evidence of renewal is a material breach of this Lease.

## EXHIBIT D

Title Exceptions

The Title Exceptions are described on the attached three (3) page Schedule B-I.

## SCHEDULE B - I

Policy No. LX-09091010

#### EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of

- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land
- 2 Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 3 Rights or claims of parties other than insured in actual possession of any or all of the property.
- 4 Easements or claims of easements not shown by the public records.
- 5 Special taxes or assessments, if any, payable with the taxes levied or to be levied for the year 2011and subsequent years
- 6 General taxes for the year 2011and subsequent years not yet due and payable.
- 7. Rights of the public and private rights of other entitled thereto in and to the use of the portion of the premises that may be within the boundaries of any highway, public road, street, alley or other public way.
- 8 This Company does not insure the accuracy of the tax parcel number.
- 9 Unfiled mechanics' or materialmen's liens.
- IO Subject to right of way to Nelson Telephone Cooperative dated 12/14/1967 and recorded 3/20/1968 in Volume 6 Easement Deeds, page 354 as Doc. No. 127331.
- 11 Subject to right of way to Nelson Telephone Cooperative dated 8/12/1977 and recorded 11/14/1977 in Volume 139 Records, page 455 as Doc. No. 145800.
- 12 Subject to right of way to Buffalo Electric Cooperative dated 7/31/1978 and recorded 4/26/1979 in Volume 8 Easement Deeds, page 313 as Doc. No. 149294
- 13 Subject to right of way to Dairyland Power Cooperative dated 4/16/1980 and recorded 4/24/1980 in Volume 152 Records, page 48 as Doc. No. 151521
- 14 Subject to Supplemental Easement to Dairyland Power Cooperative dated 2/19/1981 and recorded 2/24/1981 in Volume 155 Records, page 316 as Doc. No 152946
  - Subject to right of way to Nelson Telephone Cooperative dated 4/14/97 and 4/22/1997 in Volume 9 Easement Deeds, page 708 as Doc. No. 190640
- 16 Subject to Right of way to Buffalo Electric Cooperative dated (not dated), recorded 2/9/1999 in Volume 10 Easement Deeds, page 246 as Doc. No. 197175

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- 17 Subject to right of way easement to Buffalo Electric Cooperative dated 7/8/1937 and recorded 12/27/1937 in Volume 1 Easement Deeds, page 264 as Doc. No. (none given).
  - 18 Subject to easement to Buffalo Electric Cooperative dated 3/20/1932 and recorded 8/8/1945 in Volume 3 Easement Deeds, page 536, as Doc. No. (none given).
  - 19 Subject to right of way to Nelson Telephone Cooperative dated 12/13/1967 and recorded 3/20/1968 in Volume 6 Easement Deeds, page 395, as Doc. No. 127372
- 20 Subject to right of way to Dairyland Power Cooperative, dated 3/7/1980 and recorded 3/14/1980 in Volume 151 Records, page 471 as Doc. No. 151322
- 21 Subject to right of way to Nelson Telephone Cooperative dated 8/12/1977 and recorded 11/14/1977 in Volume 139 Records page 455 as Doc. No. 145800.
- 22. Subject to right of way to Nelson Telephone Cooperative dated 5/2/2006 and recorded 5/11/2006 in Volume 12 Easement Deeds, page 16 as Doc. No. 228081
- 23. Subject to Soil and Water Resource Management Grant Program Cost Share Agreement with Buffalo County, dated 11/4/2003 and recorded 11/14/2003 in Volume 362 Records, page 627 as Doc. No. 217983
- 24. Subject to Managed Forest Law Order of Designation, dated 11/18/2003 and recorded 1/6/2004 in Volume 365 Records, page 682 as Doc. No. 218654.
- 25 Subject to Managed Forest Law Order of Designation, dated 11/18/2003 and recorded 1/6/2004 in Volume 365 records, page 686 as Doc. No. 218655
- 26. Subject to Soil and Water Resource Management Grant Program Cost Share Agreement with Buffalo County, dated 6/16/2004 and recorded 8/9/2004 in Volume 377 Records, page 422 as Doc. No. 221260.
- 27 Subject to Target Runoff Management Grant Program Cost Share Agreement with State of Wisconsin – Department of Natural Resources, dated 6/1/2004 and recorded 8/9/2004 in Volume 377 Records, page 417 as Doc No 221259, as amended, dated 11/28/2005 and recorded 12/5/2005 in Volume 402 Records, page 20 as Doc No. 226542.
- 28. Subject to Managed Forest Law Order of Designation, dated 11/3/2004 and recorded 12/10/2004 in Volume 384 Records, page 80 as Doc. No. 222740.
- 29 Subject to Managed Forest Law Order of Designation, dated 11/3/2004 and recorded 12/10/2004 in Volume 384 Records, page 83 as doc. No. 222741
- 30. Subject to Managed Forest Law Order of Designation, dated 11/3/2004 and recorded 12/10/2004 in Volume 384 Records, page 88 as Doc No 222742.
- 31 Subject to Managed Forest Law Order of Designation, dated 11/3/2004 and recorded 12/10/2004 in Volume 384 Records, page 91 as Doc. No. 222743
- 32 Subject to easement to Nelson Telephone Cooperative dated 4/12/2011 and recorded 4/28/2011 in Volume 484 Records, page 171 as Doc. No. 245351.

ORT Form 4310 B1 Schedule B1- ALTA Loan Policy of Title Insurance

- 33. Subject to mortgage from Breezy Point Farms. Inc., a Wisconsin Corporation Breezy Point Forest, LLC, a Wisconsin Limited Liability Company Breezy Point Acres, LLC, a Wisconsin Limited Liability Company Breezy Point Lands, LLC, a Wisconsin Limited Liability Company Breezy Point Properties, LLC, a Wisconsin Limited Liability Company by all of its members, or by its Managers to Badgerland Financial, FLCA, dated 5/28/2009 and recorded 5/28/2009 in Volume 457 Records, page 753 as Doc. No. 238888 in the original sum of \$1,525,000.00.
- 34. Subject to mortgage from Breezy Point Farms, Inc., a Wisconsin Corporation, Breezy Point Forest, LLC, a Wisconsin Limited Liability Company, Breezy Point Acres, LLC, a Wisconsin Limited Liability Company, Breezy Point Lands, LLC, a Wisconsin Limited Liability Company, Breezy Point Properties, LLC, a Wisconsin Limited Liability Company to Badgerland Farm Credit Services, FLCA, dated 1/25/2008 and recorded 1/28/2008 in Volume 436 Records, page 667 as Doc. No. 234327
- 35. Subject to UCC Financing Statement from Breezy Point Inc., to Riverland Energy Cooperative filed 2/11/2011 in volume 481 Records, page 45 as Doc. No. 244763 (for a 1998 Katolight Generator)

ORT Form 4310 BI Schedule BI- ALTA Loan Policy of Title Insurance

## EXHIBIT E

Form of Memorandum of Lease



## MEMORANDUM OF ROYALTY LEASE AGREEMENT



## Parcel Identification Numbers:

### MEMORANDUM OF ROYALTY LEASE AGREEMENT

WITNESSETH: This is a Memorandum of that certain Royalty Lease Agreement, described below, wherein Landlord demised and leased and to Tenant those certain premises hereinafter described:

LANDLORD:	Breezy Point Farms, Inc., Breezy Point Acres, LLC, Breezy Point Forest, LLC, Breezy Point Lands, LLC, and Breezy Point Properties, LLC (collectively, "Landlord"),
TENANT	Wisconsin Proppant Resources, Inc., a Minnesota business corporation
EFFECTIVE	
DATE OF LEASE:	November, 2013
COMMENCEMENT DATE:	Ito be inserted – the first day of the first calendar month immediately following the Contingency Deadline]
TERM:	10 years, expiring on [to be inserted], subject to extension for up to two (2) additional 5-year terms
PREMISES:	See Exhibit A attached hereto

The mailing addresses of Landlord and Tenant are as follows:

If to Landlord	Breezy Point Farms, Inc.
	c/o Deric J. Lindstrom
	W2184 County Road K
	Durand, WI 54736
If to Tenant:	Wisconsin Proppant Resources, Inc.
	c/o Richard Frick
	14158 Addleman Drive
	Houston, MN 55943

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Lease on the date hereinabove written.

LANDLORD: Breezy Point Farms, Inc., a Wisconsin corporation

By:

, its

Breezy Point Acres, LLC, a Wisconsin limited liability company

By: Breezy Point Farms, Inc., its sole member

Ву:\_\_\_\_\_

\_\_\_\_\_, its \_\_\_\_\_

Breezy Point Forest, LLC, a Wisconsin limited liability company

By: Breezy Point Farms, Inc., its sole member

Βγ:\_\_\_\_\_

, its

Breezy Point Lands,	LLC, a	Wisconsin	limited liability
company			

By: Breezy Point Farms, Inc., its sole member

Βγ:\_\_\_\_

\_\_\_\_\_, its \_\_\_\_\_

Breezy Point Properties, LLC, a Wisconsin limited liability company

By: Breezy Point Farms, Inc., its sole member

By: \_\_\_\_\_, its \_\_\_\_\_

#### TENANT:

Wisconsin Proppant Resources, Inc., a Minnesota business corporation

Ву:\_\_\_\_\_

Richard "Rick" Frick, its authorized agent

### ACKNOWLEDGMENTS

STATE OF WISCONSIN ) COUNTY OF TREMPEALEAU ) ss

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_, 2013, by Randal J. Lindstrom, President of **Breezy Point Farms, Inc.**, a Wisconsin corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_\_

as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name:\_\_\_\_\_\_ Notary Public, State of Wisconsin My Commission Expires:\_\_\_\_\_\_

STATE OF WISCONSIN ) COUNTY OF TREMPEALEAU ) 55

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_, 2013, by Randal J. Lindstrom, President of Breezy Point Farms, Inc., a Wisconsin corporation, the sole member of Breezy Point Acres, LLC, a Wisconsin limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name:\_\_\_\_\_\_ Notary Public, State of Wisconsin My Commission Expires:

STATE OF WISCONSIN ) COUNTY OF TREMPEALEAU ) 55

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_, 2013, by Randal J. Lindstrom, President of Breezy Point Farms, Inc., a Wisconsin corporation, the sole member of Breezy Point Forest, LLC, a Wisconsin limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_\_\_ as.

identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name:\_\_\_\_\_\_ Notary Public, State of Wisconsin My Commission Expires: \_\_\_\_\_

## STATE OF WISCONSIN COUNTY OF TREMPEALEAU ) ss

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_, 2013, by Randal J. Lindstrom, President of Breezy Point Farms, Inc., a Wisconsin corporation, the sole member of Breezy Point Lands, LLC, a Wisconsin limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_\_as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name: Notary Public, State of Wisconsin My Commission Expires:

## STATE OF WISCONSIN COUNTY OF TREMPEALEAU ) ss

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_, 2013, by Randal J. Lindstrom, President of Breezy Point Farms, Inc., a Wisconsin corporation, the sole member of Breezy Point Properties, LLC, a Wisconsin limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_\_as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name: Notary Public, State of Wisconsin My Commission Expires:

STATE OF MINNESOTA COUNTY OF WINONA ) ss

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_, 2013, 2013, by the \_\_\_\_\_ of Wisconsin Proppant Resources, Inc., a Minnesota business corporation, on behalf of the corporation. He/she is personally known to me or has produced

as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name: Notary Public, State of Minnesota My Commission Expires:

## EXHIBIT F

### LEASE GUARANTY

This Lease Guaranty ("Guaranty"), dated as of \_\_\_\_\_\_, is executed by \_\_\_\_\_\_\_, ("Guarantor"), in favor of \_\_\_\_\_\_\_, a \_\_\_\_\_ ("Landlord"), in conjunction with, and to induce Landlord to enter into, that certain Lease of even date herewith (the "Lease") between \_\_\_\_\_\_, a \_\_\_\_\_ ("Tenant") and Landlord, pursuant to which Landlord is leasing to Tenant certain real property (the "Premises") more particularly described in the Lease. Capitalized terms used and not otherwise defined in this Guaranty shall have the meanings set forth for them in the Lease.

In consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. <u>Guaranty of Tenant's Obligations</u>. Guarantor hereby unconditionally and irrevocably guarantees to Landlord (a) the prompt payment by Tenant of all rent, additional rent and other amounts from time to time owing to Landlord under the Lease, and (b) the prompt and diligent performance and observance of all other terms, conditions, obligations and provisions of the Lease by Tenant. The payment of all such amounts and the performance and observance of all such amounts and the performance and observance of all such amounts and the performance and observance of all such other obligations and provisions shall be collectively referred to herein as the "Tenant Obligations." This Guaranty will apply to the Lease, any extension or renewal of the Lease, and any holdover term following the term of the Lease, or any such extension or renewal. However, not withstanding anything in to the contrary in the Lease or this Guaranty, this Guaranty shall terminate and be of no further force and effect, upon the receipt by Landlord of cumulative total Earned Royalty in excess of

2. <u>Modification of Lease; Assignment and Subletting</u>. It is specifically agreed and understood that the terms, covenants and conditions of the Lease may be altered, affected, modified, amended, compromised, released or otherwise changed by agreement between Landlord and Tenant, or by course of conduct and Guarantor does guaranty and promise to perform all of the Tenant Obligations of Tenant under the Lease as so altered, affected, modified, amended, compromised, released or changed and the Lease may be assigned by or with the consent of Landlord or any assignee of Landlord without consent or notice to Guarantor and that this Guaranty shall thereupon and thereafter guaranty the performance of the Tenant Obligations as so changed, modified, amended, compromised, released, altered or assigned. In addition, no subletting of all or any portion of Tenant's interest in the Lease or the Premises shall impair or affect the continuing force of this Guaranty.

3. <u>Guarantor Waivers</u>. Guarantor hereby waives, to the fullest extent allowed by law, all suretyship rights, defenses and other benefits to which it might otherwise be entitled. Without limiting the generality of the foregoing: (a) Landlord shall be entitled to proceed against Guarantor with respect to any unfulfilled Tenant Obligation regardless of whether Landlord has proceeded, is then proceeding, or intends to proceed, against Tenant or any other person with respect thereto;

(b) Landlord shall not be required to furnish Guarantor with copies of any notices given or required to be given to Tenant under the Lease, including without limitation notices of default; (c) Guarantor's liability for the Tenant Obligations shall not be affected, released, terminated, discharged or impaired by (i) the existence of any bankruptcy, insolvency, reorganization or similar proceeding with respect to Tenant or any other person, (ii) any exercise, non-exercise or delay or lack of diligence in the exercise of remedies by Landlord against Tenant or any other person (except to the extent that the same has resulted in the fulfillment of the applicable Tenant Obligation), (iii) any assignment or other transfer (voluntary or involuntary) of Tenant's interests in the Lease, (iv) the rejection of the Lease in any bankruptcy proceeding with respect to Tenant, or any other release or discharge of Tenant in any bankruptcy, insolvency, reorganization or similar proceeding; (v) any amendment of the Lease; (vi) any change in the time, manner or place of payment, performance or observance of any of the Tenant Obligations; (vii) any waiver of, or any assertion or enforcement or failure or refusal to assert or enforce, or any consent or indulgence granted by Landlord with respect to a departure from, any term of the Lease, including without limitation the waiver of any default by Tenant, or the making of any other arrangement with, or the accepting of any compensation or settlement from, Tenant; provided that to the extent that Landlord provides Tenant with a written waiver of, or written agreement with respect to a consent or indulgence with respect to a departure from, any term of the Lease, the Tenant Obligations for which Guarantor is liable under the Guaranty shall be deemed modified to reflect the terms of such written waiver or agreement; (viii) any other guaranty now or hereafter executed by Guarantor or any other guarantor or the release of any other guarantor from liability for the payment, performance or observance of any of the Tenant Obligations, whether by operation of law or otherwise; or (ix) any defect in or invalidity of the Lease caused by Tenant; and (d) Guarantor hereby expressly waives (i) notice of acceptance of this Guaranty and of any change in the financial condition of Tenant, (ii) presentment, demand and protest, (iii) until such time as all defaulted Tenant Obligations are fulfilled, all right of subrogation with respect to any obligation of Tenant that is fulfilled by Guarantor hereunder, (iv) the right to trial by jury in any action or proceeding arising out of or with respect to this Guaranty or the interpretation, breach or enforcement hereof, (v) the right to interpose any setoff or counterclaim in any action or proceeding arising out of or with respect to this Guaranty, (vi) any right or claim of right to cause a marshaling of the assets of Tenant or to cause Landlord to apply to any Tenant Obligation any security deposit or to proceed against Tenant or any collateral or security held by Landlord at any time or in any particular order, and (vii) any and all defenses relating to Landlord's failure to perfect a security interest in Tenant's property and/or impairment of collateral. Guarantor subordinates any liability or indebtedness of Tenant held by Guarantor to the Tenant Obligations.

4. <u>No Release</u>. This Guaranty shall not be released, modified or affected by failure or delay on the part of Landlord to enforce any of the rights or remedies of Landlord under the Lease, whether pursuant to the terms thereof or at law or in equity, or by any release of any person liable under the terms of the Lease (including, without limitation, Tenant), Guarantor, or any other guarantor.

5. <u>Continuing Guaranty</u>. Guarantor's liability under this Guaranty shall continue until all rents due under the Lease have been paid in full in cash and until all of the other Tenant Obligations to Landlord have been satisfied, and shall not be reduced by virtue of any payment by Tenant of any amount due under the Lease. If all or any portion of the Tenant Obligations under the Lease are paid or performed by Tenant, the obligations of Guarantor hereunder shall continue and remain in full force and effect in the event that all or any part of such payment(s) or performance(s) is avoided or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise.

6. <u>Representations and Warranties of Guarantor</u>. Guarantor warrants and represents to Landlord that Guarantor now has and will continue to have full and complete access to any and all information concerning the Lease, the value of the assets owned or to be acquired by Tenant, Tenant's financial status and its ability to pay and perform the obligations owed to Landlord under the Lease. Guarantor further warrants and represents that Guarantor has reviewed and approved copies of the Lease and is fully informed of the remedies Landlord may pursue, with or without notice to Tenant, in the event of default under the Lease. So long as Guarantor's obligations hereunder remain unsatisfied or owing to Landlord, Guarantor shall keep fully informed as to all aspects of Tenant's financial condition and the performance of said obligations. Guarantor further represents and warrants to Landlord that as of the date hereof Guarantor has unencumbered assets to satisfy Guarantor's liability under this Guaranty, and upon request by Landlord made not more often than once per year, shall update such representation and warranty in a writing delivered to Landlord within thirty (30) days of such request.

7. <u>Cure of Defaults</u>. Guarantor hereby covenants and agrees with Landlord that if a default shall at any time occur in the payment of any sums due under the Lease by Tenant, or in the performance of any other obligation of Tenant under the Lease, Guarantor shall and will forthwith upon demand pay such sums and any arrears thereof, to Landlord in legal currency of the United States of America for payment of public and private debts, and take all other actions necessary to cure such default and perform such obligations of Tenant.

8. <u>Guaranty of Payment and Performance</u>. The liability of Guarantor under this Guaranty is a guaranty of payment and performance and not of collectability, and is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Lease or the pursuit by Landlord of any remedies which it now has or may hereafter have with respect thereto, at law, in equity or otherwise.

9. Jurisdiction. All disputes with respect to this Guaranty, and all actions to enforce this Guaranty, may be adjudicated in the state courts of Wisconsin or the federal court sitting in \_\_\_\_\_\_ County, Wisconsin, and Guarantor hereby irrevocably submits to the jurisdiction of such courts in any action relating to this Guaranty. To the fullest extent permitted by law, this submission to Wisconsin jurisdiction shall be self-operative and no further instrument or action, other than service of process, shall be required to confer jurisdiction over Guarantor in any such court. Nothing in this paragraph shall be construed to limit the right of Landlord to serve process in any manner permitted by law, or to institute any action against Guarantor in the courts of other appropriate jurisdictions.

10. <u>Notices</u>. All notices and other communications provided for in this Guaranty shall be in writing and be delivered to the appropriate party at its address as follows:

If to Landlord:	Breezy Point Farms, Inc. c/o Deric J. Lindstrom W2184 County Road K Durand, WI 54736
If to Guarantor:	Richard Frick
	Houston, MN 55943

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

11. <u>Attorneys' Fees</u>. In the event that any litigation is commenced with respect to this Guaranty, the party prevailing in such litigation shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including without limitation reasonable attorneys' fees and court costs, whether or not taxable, as awarded by a court of competent jurisdiction.

12. <u>Authority</u>. Guarantor represents and warrants to Landlord that: (a) the execution, delivery and performance of this Guaranty by Guarantor will not violate any provision of any law, regulation, order or decree of any governmental authority or of any court binding on Guarantor, or conflict with, result in a breach of or constitute a default under any provision of any instrument to which Guarantor is a party or which it or any of its property is bound, and will not result in the imposition or creation of any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing; and (b) this Guaranty has been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable against it in accordance with its terms, subject as to enforcement of rights and remedies to any applicable bankruptcy, reorganization, moratorium or other laws affecting the enforcement or other equitable remedies.

13. Bankruptcy. The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any case, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant or any defense which Tenant may have by reason of order, decree or decision of any court or administrative body resulting from any such case. Landlord shall have the sole right to accept or reject any plan on behalf of a Guarantor proposed in such case and to take any other action which Guarantor would be entitled to take, including, without limitation, the decision to file or not file a claim. Guarantor acknowledges and agrees that any payment which accrues with respect to Tenant's obligations under the Lease (including, without limitation, the payment of rent) after the commencement of any such proceeding (or, if any such payment ceases to accrue by operation of law by reason of the commencement of such proceeding. such payment as should have accrued if said proceedings has not been commenced) shall be included in Guarantor's obligations hereunder because it is the intention of the parties that said obligations should be determined without regard to any rule or law or order which may relieve Tenant of any of its obligations under the Lease. Guarantor hereby permits any trustee in bankruptcy, receivers, debtor-inpossession, assignee for the benefit of creditors or similar person to pay Landlord, or allow the claim of Landlord in respect of, any such payment accruing after the date on which such proceeding is commenced. Guarantor hereby assigns to Landlord Guarantor's right to receive any payments from any trustee in bankruptcy, receiver, debtor-in-possession, assignee for the benefit of creditors or similar person by way of dividend, adequate protection payment or otherwise.

14. <u>Estoppel Certificate</u>. Landlord, by its acceptance of this Guaranty, and Guarantor agree that (a) each will, from time to time, within 10 days following request by the other (the "Requesting Party"), execute and deliver to the Requesting Party a statement certifying that this Guaranty is unmodified and in full force and effect (or if modified, that it is in full force and effect as modified and stating such modifications), and (b) such certificates may be relied upon by anyone holding or proposing to acquire from or through Landlord or Guarantor any interest in the premises of which the Premises are a part or by any mortgagee or prospective mortgagee of such premises or any interest therein or by any prospective assignee or subtenant of Tenant.

15. <u>Financial Statements</u>. Annually during the Term of the Lease, promptly following Landlord's request, Guarantor shall provide to Landlord financial statements which will include a balance sheet, income statement, and statement of changes in equity. Non-audited financial statements shall be certified to Landlord and Landlord's lender, if applicable, as being accurate and complete in all material respects (the "Certified Statements"). The Certified Statements shall be signed by the Guarantor.

16. Miscellaneous. This Guaranty shall (a) remain in full force and effect until the payment, performance or observance in full of the Tenant Obligations and all other amounts payable under this Guaranty, (b) be binding upon Guarantor, its heirs, legal representatives, successors and assigns (whether this Guaranty is assigned voluntarily or by operation of law), and (c) inure to the benefit of and be enforceable by Landlord and its successors and assigns or by any person to whom Landlord's interest in the Lease or any part thereof, including the rents, may be assigned, whether by way of mortgage or otherwise (including without limitation any purchaser at a judicial foreclosure sale or trustee's sale or a holder of a deed in lieu of foreclosure). Wherever in this Guaranty reference is made to Landlord or Tenant, the same shall be deemed to refer also to the then heir, legal representative, successor or assign of Landlord or Tenant, respectively. No provision of this Guaranty that is held to be inoperative, unenforceable or otherwise invalid shall affect the remaining provisions, and to this end all provisions hereof shall be severable. No failure or delay on the part of Landlord to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege or be construed to be a waiver of any default or any acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time after in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law. In the event that more than one person or entity executes this Guaranty as Guarantor, (a) the term "Guarantor" shall mean each such person or entity, (b) the obligations of each Guarantor shall be joint, several and independent, and (c) this Guaranty shall be construed and enforced as though each Guarantor executed a separate guaranty on the terms set forth in this Guaranty. Time is of the essence of this Guaranty. This Guaranty shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed as of the date first written above.

Appendix IV

Soils Information



United States Department of Agriculture



Natural Resources Conservation Service A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for Buffalo County, Wisconsin



# Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (http:// offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/? cid=nrcs142p2\_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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# **How Soil Surveys Are Made**

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soillandscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

## Custom Soil Resource Report Soil Map



MAP LEGEND			)	MAP INFORMATION		
Area of Interest (AOI) 📄 Spoil Area		Spoil Area	The soil surveys that comprise your AOI were mapped at 1:20,000.			
	Area of Interest (AOI)	٥	Stony Spot	Please rely on the har scale on each man sheet for man		
Soils	Sail Man Linit Dalvaana	0	Very Stony Spot	measurements.		
	Soil Map Unit Folygons	Ŷ	Wet Spot	Source of Man: Natural Persources Concentration Service		
~	Soil Map Unit Lines	$\triangle$	Other	Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov		
Encoicl.		, • * ·	Special Line Features	Coordinate System: Web Mercator (EPSG:3857)		
(o)	Blowout	Water Fea	atures	Maps from the Web Soil Survey are based on the Web Mercator		
R	Borrow Pit	$\sim$	Streams and Canals	projection, which preserves direction and shape but distorts		
*	Clay Spot	Transport	Pails	Albers equal-area conic projection, should be used if more accurate		
0	Closed Depression		Interstate Highways	calculations of distance or area are required.		
x	Gravel Pit	~		This product is generated from the USDA-NRCS certified data as of		
	Gravelly Spot	_	Major Roads	the version date(s) listed below.		
0	Landfill	~	Local Roads	Soil Survey Area: Buffalo County, Wisconsin		
Ā	Lava Flow	Backgrou	ind	Survey Area Data: Version 7, Dec 23, 2013		
علي	Marsh or swamp	Duckgrou	Aerial Photography	Soil map units are labeled (as space allows) for map scales 1:50,000		
~	Mine or Quarry			or larger.		
0	Miscellaneous Water			Date(s) aerial images were photographed: Nov 1, 2010—Jul 20,		
0	Perennial Water			2011		
$\sim$	Rock Outcrop			The orthophoto or other base map on which the soil lines were		
+	Saline Spot			compiled and digitized probably differs from the background		
°.*°	Sandy Spot			of map unit boundaries may be evident.		
-	Severely Eroded Spot					
$\diamond$	Sinkhole					
≫	Slide or Slip					
Ś	Sodic Spot					
## Map Unit Legend

Buffalo County, Wisconsin (WI011)									
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI						
115B2	Seaton silt loam, 2 to 6 percent slopes, moderately eroded	10.6	0.8%						
115C2	Seaton silt loam, 6 to 12 percent slopes, moderately eroded	53.1	3.9%						
115D2	Seaton silt loam, 12 to 20 percent slopes, moderately eroded	44.1	3.3%						
115E2	Seaton silt loam, 20 to 30 percent slopes, moderately eroded	82.8	6.1%						
116C2	Churchtown silt loam, 6 to 12 percent slopes, moderately eroded	13.6	1.0%						
116D2	Churchtown silt loam, 12 to 20 percent slopes, moderately eroded	53.3	3.9%						
116E2	Churchtown silt loam, 20 to 30 percent slopes, moderately eroded	97.9	7.2%						
125C2	Pepin silt loam, 6 to 12 percent slopes, moderately eroded	16.7	1.2%						
125D2	Pepin silt loam, 12 to 20 percent slopes, moderately eroded	46.0	3.4%						
125E2	Pepin silt loam, 20 to 30 percent slopes, moderately eroded	17.2	1.3%						
144C2	NewGlarus silt loam, 6 to 12 percent slopes, moderately eroded	2.9	0.2%						
144D2	NewGlarus silt loam, 12 to 20 percent slopes, moderately eroded	18.4	1.4%						
144E2	NewGlarus silt loam, 20 to 30 percent slopes, moderately eroded	29.0	2.1%						
161C2	Fivepoints silt loam, 6 to 12 percent slopes, moderately eroded	4.4	0.3%						
213B2	Hixton silt loam, 2 to 6 percent slopes, moderately eroded	11.9	0.9%						
213C2	Hixton silt loam, 6 to 12 percent slopes, moderately eroded	9.5	0.7%						
213D2	Hixton silt loam, 12 to 20 percent slopes, moderately eroded	19.1	1.4%						
214B2	Gale silt loam, 2 to 6 percent slopes, moderately eroded	9.4	0.7%						

Buffalo County, Wisconsin (WI011)								
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI					
214C2	Gale silt loam, 6 to 12 percent slopes, moderately eroded	34.0	2.5%					
224B	Elevasil sandy loam, 2 to 6 percent slopes	14.5	1.1%					
224C2	Elevasil sandy loam, 6 to 12 percent slopes, moderately eroded	10.6	0.8%					
224E2	Elevasil sandy loam, 20 to 30 percent slopes, moderately eroded	19.1	1.4%					
233E	Boone sand, 15 to 30 percent slopes	13.9	1.0%					
245D2	Hesch sandy loam, deep, 12 to 20 percent slopes, moderately eroded	3.6	0.3%					
254E2	Norden silt loam, 20 to 30 percent slopes, moderately eroded	14.5	1.1%					
255F	Urne fine sandy loam, 30 to 45 percent slopes	62.6	4.6%					
305B	Richwood silt loam, 1 to 6 percent slopes	67.0	4.9%					
312A	Festina silt loam, 0 to 3 percent slopes	1.7	0.1%					
312B2	Festina silt loam, 2 to 6 percent slopes, moderately eroded	69.7	5.1%					
312C2	Festina silt loam, 6 to 12 percent slopes, moderately eroded	2.5	0.2%					
423B2	Meridian silt loam, 2 to 6 percent slopes, moderately eroded	23.2	1.7%					
433B	Forkhorn sandy loam, 2 to 6 percent slopes	1.3	0.1%					
433C2	Forkhorn sandy loam, 6 to 12 percent slopes, moderately eroded	8.6	0.6%					
511B	Plainfield sand, 2 to 6 percent slopes	2.6	0.2%					
511F	Plainfield sand, 15 to 60 percent slopes	58.9	4.3%					
616B	Chaseburg silt loam, 1 to 4 percent slopes, occasionally flooded	2.2	0.2%					
616C	Chaseburg silt loam, 4 to 12 percent slopes, occasionally flooded	10.6	0.8%					
626A	Arenzville silt loam, 0 to 3 percent slopes, occasionally flooded	17.2	1.3%					
676A	Kickapoo fine sandy loam, 0 to 3 percent slopes, occasionally flooded	0.1	0.0%					

Buffalo County, Wisconsin (WI011)								
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI					
679A	Ettrick silt loam, 0 to 2 percent slopes, shallow, frequently flooded	4.1	0.3%					
1125F	Dorerton, very stony-Elbaville complex, 30 to 60 percent slopes	355.7	26.3%					
1145F	Gaphill-Rockbluff complex, 30 to 60 percent slopes	7.2	0.5%					
1224F	Boone-Elevasil complex, 15 to 50 percent slopes	7.9	0.6%					
1648A	Northbend-Ettrick silt loams, 0 to 3 percent slopes, frequently flooded	0.9	0.1%					
Totals for Area of Interest		1,353.9	100.0%					

## **Map Unit Descriptions**

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic

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Appendix V

Test Boring Logs

	六	Summit		Project Name :	WPR -	Lindstrom		LOG OF BORING T	B-1
-	2	Envirosolutions	-	Summit Project No. : Project Location : County :	2157-0 Maxville Buffalo	010 e, WI		Date : 4/30/14 Company/Method : Thein We Sample Method : Grab	ell/Air Rotary
12	17 Banda St. Paul	ana Boulevard No , MN 55180-5114	orth	Description Performe Surface grade elelvati	d By: Br on: ~1	ian Gulbranson 169 ft amsl*		Observer(s) : BLG/RLA Weather :	
Depth in feet	ELEV (FT AMSL)	GRAPHIC LOG	PI 0	ERCENT 20/70 100	PE 0	RCENT 20/40	100	*MEAN PARTICLE DIAMETER (MM) 0	PERCENT LOSS (< #200 MESH)
$\begin{array}{c} 0 \\ 5 \\ 10 \\ 15 \\ 20 \\ 25 \\ 30 \\ 35 \\ 40 \\ 45 \\ 50 \\ 60 \\ 70 \\ 65 \\ 70 \\ 65 \\ 70 \\ 75 \\ 80 \\ 90 \\ 105 \\ 100 \\ 105 \\ 100 \\ 115 \\ 120 \\ 115 \\ 120 \\ 130 \\ \end{array}$	1165 1160 1155 1150 1145 1140 1135 1140 1135 1120 1120 1120 1120 1120 1100 1095 1090 1085 1090 1085 1090 1085 1070 1065 1060 1055 1050 1045		42.1 75.3 86.6 89.9 90.3 89.9 88.6 93.9 91.8 88.5 88.5 88.5 82.8 38.4 11.2 8.0				8.7 30.9 55.6 60.7 65.8 62.4 59.8 48.9 32.3 26.6 28.0 15.5 2.7 1.4	0.22 0.35 0.48 0.51 0.54 0.53 0.50 0.45 0.39 0.37 0.37 0.37 0.37 0.27 0.15 0.12	$ \begin{array}{c} 15.1\\ 4.7\\ 3.0\\ 1.8\\ 1.8\\ 2.2\\ 4.4\\ 2.1\\ 3.1\\ 3.7\\ 5.4\\ 9.4\\ 18.5\\ 33.3\\ \end{array} $
135 -	1035		10.9				4.6	0.16	42.9

Depth in tet         ELEV (FT MMSL)         GRAPHIC LOS         PERCENT 20/70 0         PERCENT 20/40 0         *MEAN PARTICLE DIAMETER (MM)         PERCENT LOSS (< #200 MES)	Summit Envirosolutions, Inc. 1217 Bandana Boulevard North St. Paul, MN 55180-5114			Project Name : WPR - Lindstrom Summit Project No. : 2157-0010 Project Location : Maxville, WI County : Buffalo Description Performed By: Brian Gulbranson Surface grade elelvation: ~1188 ft amsl*			LOG OF BORINGTB-2Date:4/30/14 - 5/1/14Company/Method:Thein Well/Air RotarySample Method:GrabObserver(s):BLG/RLAWeather::				
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	Depth in feet	ELEV (FT AMSL)	GRAPHIC LOG	P 0	ERCENT 20/70 100	0	PERCENT 20/40	100	*MEAN PA DIAMETEI 0	RTICLE R (MM) 1	PERCENT LOSS (< #200 MESH)
140       1045       1045       0.25       12.9         145       1040       8.6       1.9       0.12       23.2         End of Boring at 149.5 feet.       582367 m E, 4930274 m N. Coordinates are UTM Zone 15N (NAD83).       Page 1 of 1	0 5 10 15 20 30 40 45 60 55 60 55 100 15 100 105 100 105 100 115 120 100 105 100 115 120 135 100 105 100 115 100 105 105	1185 1180 1175 1170 1165 1160 1155 1140 1145 1140 1145 1140 1135 1120 1115 1120 1115 1120 1115 1100 1095 1090 1090	149.5 feet. 30274 m N. Coor	39.9 37.6 43.4 30.5 32.4 55.1 66.6 72.3 74.9 75.5 83.7 89.5 92.3 83.6 83.6 62.3 83.6 62.3 43.7 8.6	are UTM Zone 15N (NAC	0.83).		7.2 6.5 3.6 6.2 7.3 28.4 38.0 43.3 30.4 34.2 61.9 55.9 48.1 41.1 23.0 23.6 16.5 1.9		0.20 0.19 0.20 0.17 0.19 0.32 0.40 0.45 0.37 0.42 0.34 0.46 0.48 0.46 0.42 0.34 0.34 0.30 0.25 0.12	28.0 27.5 25.0 29.9 20.8 17.1 11.7 7.7 7.0 5.7 2.7 2.7 2.7 1.7 4.7 6.3 8.9 12.9 23.2

Summit Envirosolutions, Inc. 1217 Bandana Boulevard North St. Paul, MN 55180-5114	Project Name : W Summit Project No. : 2 Project Location : M County : B Description Performed E Surface grade elelvation	/PR - Lindstrom 157-0010 laxville, WI uffalo By: Brian Gulbranson : ~872 ft amsl*		LOG OF BORI Date : Company/Method : Sample Method : Observer(s) : Weather :	NG TE 5/2/14 Thein Wel Grab BLG/RLA	3-4 I/Air Rotary PERCENT
in (FT LOG P feet AMSL) 0	PERCENT 20/70	PERCENT 20/40	100	DIAMETER (I	MM) 1	LOSS (< #200 MESH)
0       870         5       865         10       860         15       855         20       850         25       845         30       840         35       835         40       830         45       825         50       820         55       815         60       810         65       65         70       800         75       795         80       790         85       775         80       790         85       65         90       780         95       775         100       770         105       765         110       760         120       755         120       84.0			38.0 50.5 56.8 47.0 41.7 66.7		0.41 0.49 0.53 0.46 0.41 0.59	7.3 4.8 4.3 2.6 2.1 2.6
582253 m E, 4929055 m N. Coordinates *Elevation extracted from National Eleva	are UTM Zone 15N (NAD83 tion Dataset	·).			Pag	e 1 of 1

Appendix VI

Generalized Cross Sections





## Bluff Trail Concept -Oak Openings Cross Section

Buffalo County, Wisconsin

File: 20140624\_XS.mxd Summit Proj. No.: 266-0001 Plot Date: 6-24-14 Arc Operator: JED Reviewed by: HS





