

Conditional Use Application

River Valley Sands Mine Site

Town of Dover, Buffalo County, Wisconsin

SEH No. RIVVS 124168

April 29, 2013



April 29, 2013

RE: River Valley Sands Mine Site
Conditional Use Application
Town of Dover, Buffalo County,
Wisconsin
SEH No. RIVVS 124168

Mr. Peter Stoltman
Zoning Technician/Inspector
Buffalo County
407 S. 2nd Street
PO Box 492
Alma, WI 54610

Dear Peter:

On behalf of River Valley Sands, Short Elliott Hendrickson, Inc. (SEH) is submitting the enclosed Conditional Use Application. The Reclamation Plan is being developed and will be submitted after the County Highway Department and the Town of Dover have reviewed and approved the submittal. The Reclamation Plan will be prepared in accordance with the Wisconsin Statute Chapter 295, Wisconsin Administrative Code Chapter NR135 and the Buffalo County Non-Metallic Mining Ordinance.

Thank you for your time and effort. If you have any questions, please contact me at 715.720.6240 or Ron Rubenzer at 715.861.1948.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy M. Marko".

Timothy M. Marko, PE
Project Manager

A handwritten signature in black ink, appearing to read "Ronald E. Rubenzer".

Ron Rubenzer, PE
Project Engineer

llb

r:\pt\rivvs\124168\reports & specs\reports\conditional use application rpt 4.26.13.docx

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: May 1, 2013 Permit Issue # -

Application received by: _____ (staff signature). Date _____

Complete all Information as directed. Print or Type.

1.Owner Errol Doerr *Additional Owner's information attached			2.Agent/Operator & Contact Person River Valley Sands/Tim Helgemoe		
Address W199 Pieper Valley Road			Street Address 16087 Henry Drive		
City Fountain City	State WI	Zip 54629	City Utica	State MN	Zip 55979
Phone: 608-525-5800			Phone: 507-951-3665		
Alternate #: None			Alternate #: None		
Email piepervalleyrd@gmail.com			Email tim@hbinc.biz		
Signature			Signature		

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

Zoning Ordinance.) Attached

(use additional sheets as needed).

Legal Description. Provide the complete legal description of the property on which the mine is located.

Town of *See attached descriptions, Section _____, Township _____ N, Range _____ W. _____ ¼ _____ ¼

Parcel #'s - _____, _____, _____

Product Information. (acres to report are the total number of active and un-reclaimed acres).

Type of material/s proposed for mining: Sand

Type of Processing: Wet Processing

Total number of acres to be disturbed for mining site: 300

Total number of phases in the mining operation: 15 Approximate acres in each phase: 20

Estimated life of the mine: 20-30 years depending on production

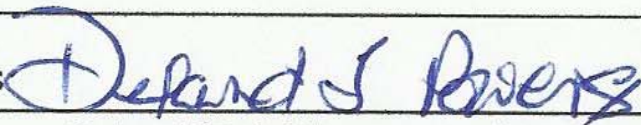
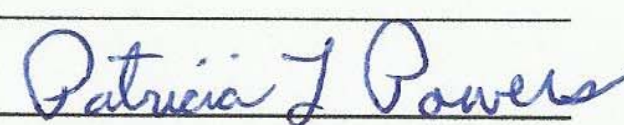
Current land use of site: (provide any applicable details)	Agriculture	Note: See Page 3 "Additional Conditions"
--	-------------	--

Use of property post mining: (provide any applicable details) Agriculture

Application for a Conditional Use Permit for NonMetallic Mining

*Owner(s) Attachment (Additional Owners of property not shown on Page 1 of 5)

1. Owner(s):Signatures

Deland (Dale) Powers and Patricia Powers

2. Address:

W210 State Road 121

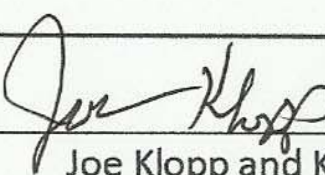
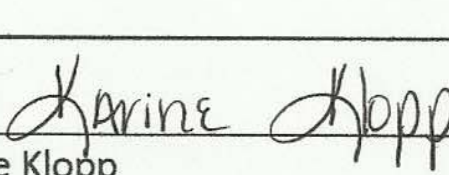
Independence, Wisconsin 54747

3. Phone: 715.946.3632

Alternate # 715.579.6816

4. Email: "Patricia Powers" <patrobin@nelson-tel.net>,

5. Owner(s):Signature

Joe Klopp and Karine Klopp

6. Address:

W224 State Road 121

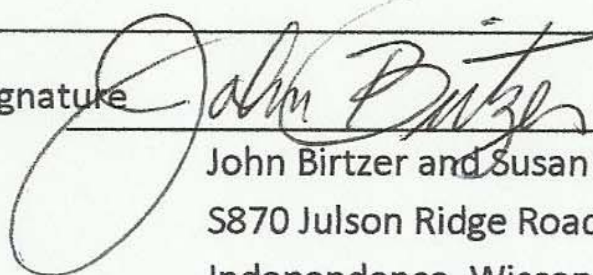
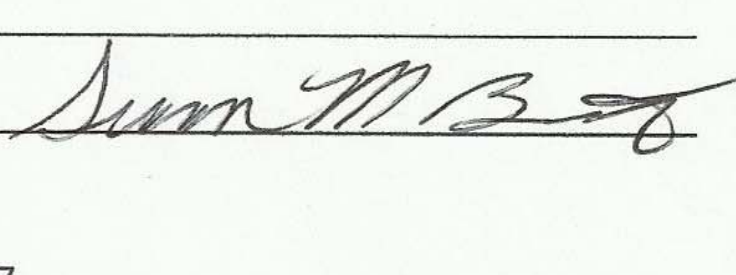
Independence, Wisconsin 54747

7. Phone: 715.946.3844

Alternate # 715.495.1399

8. Email: jkhhklopp@rocketmail.com

9. Owner(s):Signature

John Birtzer and Susan Birtzer

10. Address:

S870 Julson Ridge Road

Independence, Wisconsin 54747

11. Phone: 715.839.0473

Alternate # 715.214.5171

12. Email: jbirtz@hotmail.com

Hauling Information.**First Primary Route:** (Briefly describe this route, by direction and roadways utilized to end locations).

Route 1 - STH 121 to STH 93 to STH 54/35 to Winona, MN

Loads per day 200, Number of trucks used 50, Loads per year 60,200 Tons per year 1,444,800
Based on 12 months of haulingTown Board Review: Application was mailed to applicable Town Clerk and Town Chairperson _____ date;
by _____ staff signature

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 agreement required _____ (yes/no)

Highway Department Signature _____ Date: _____

☐ 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)**Second Primary Route:** (Briefly describe this route, by direction and roadways utilized to end locations).

Route 2 - STH 121 to STH 88 to STH 37 to STH 35 to STH 35 to Wabasha, MN

Loads per day 200, Number of trucks used 50, Loads per year 60,200 Tons per year 1,444,8000
Based on 12 months of haulingTown Board Review: Application was mailed to applicable Town Clerk and Town Chairperson _____ date;
by _____ staff signature

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 agreement required _____ (yes/no)

Highway Department Signature _____ Date: _____

☐ 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

Secondary Route: (Briefly describe this route, by direction and roadways utilized to end locations).

Route 1 - STH 121 to STH 88 to USH 10 to STH 25 to Wabasha, MN; Route 2 - STH 121 to Whitehall to STH 53 to STH 54/35 to Winona, MN

Loads per day 200, Number of trucks used 50, Loads per year 60,200 Tons per year 1,444,800

Based on 12 months of hauling.

Town Board Review: Application was mailed to applicable Town Clerk and Town Chairperson _____ date;
by _____ staff signature

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 agreement required _____ (yes/no)

Highway Department Signature _____ Date: _____

☐ 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

Maps Required. (Do the maps show?)

Perimeter of mine boundary (including processing area)	<input checked="" type="checkbox"/>	Direction of flow of storm water runoff	<input checked="" type="checkbox"/>
Pre mining contours and elevations	<input checked="" type="checkbox"/>	Post mining contours and elevations	<input checked="" type="checkbox"/>
Mined area cross sections and elevations (Power's Property)	<input checked="" type="checkbox"/>	Adjacent property owners	<input type="checkbox"/>
Residential wells within 3,960 feet	<input checked="" type="checkbox"/>	Surface water within 2,640 feet	<input checked="" type="checkbox"/>
Existing structures within 2,640 feet	<input checked="" type="checkbox"/>	Excavation areas with delineated mine phases	<input checked="" type="checkbox"/>
Existing and proposed structures within the mine site	<input checked="" type="checkbox"/>	Location of erosion control berms and topsoil	<input checked="" type="checkbox"/>
Location of settling ponds with cross sections	<input checked="" type="checkbox"/>	Location of stormwater ponds with cross sections	<input checked="" type="checkbox"/>
Wetland boundaries	<input checked="" type="checkbox"/>	Location of material stockpiling	<input checked="" type="checkbox"/>

Nuisance Mitigation Plan (use additional paper if necessary).

Explain how noise will be regulated/controlled (if applicable) in regard to a mitigation plan. Please see attached sheet

Explain how air quality will be regulated/controlled (if applicable) in regard to a mitigation plan. Please see attached sheet

Explain how nighttime light will be regulated/controlled (if applicable) in regard to a mitigation plan. Please see attached sheet

Explain how odors will be regulated/controlled (if applicable) in regard to a mitigation plan. Please see attached sheet

Explain how water quality will be regulated/controlled (if applicable) in regard to a mitigation plan. Please see attached sheet

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 place conditions on their own mine during the application process.

Reclamation Plan will be completed/submitted with final application (after Town of Dover and Buffalo County Highway Department have given their preliminary approval).

Certification

I, _____, hereby certify that the information herein is true and accurate. I also certify that I am the owner or that I am the agent of an owner who is authorized to apply for a permit on behalf of the owner.

Signature of Owner or Agent

Date Signed

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 Check-In		Staff Initials	Date Received
<input checked="" type="checkbox"/>	Complete Conditional Use Permit – Nonmetallic Mining permit application, signed and dated by owner and agent		
<input checked="" type="checkbox"/>	Complete legal descriptions and parcel address for all subject parcels		
<input checked="" type="checkbox"/>	Lease agreement if Operator is not the Property Owner		
<input checked="" type="checkbox"/>	Meeting with town board Date: <u>May 13, 2013 at 7:00 p.m.</u>		
<input type="checkbox"/>	Pre application meeting with County Staff date: _____		
<input checked="" type="checkbox"/>	Six (6) <u>folded</u> paper copies of application materials and related plans		
<input checked="" type="checkbox"/>	One (1) copy of all application materials in digital form		
<input checked="" type="checkbox"/>	Written explanation of proposal and how it complies with criteria for approval (see Zoning Ordinance., Section 212 for Conditional Use Permit/s)		
<input checked="" type="checkbox"/>	Topographic maps showing the following: perimeter of mine boundary, direction of flow of storm water runoff, pre and post mining contours and elevations, mined area cross sections and elevations		
<input checked="" type="checkbox"/>	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)		
<input checked="" type="checkbox"/>	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 with cross sections, wetland boundaries, and area for material stockpiling.		
<input type="checkbox"/>	Grading, drainage, and erosion control plan or resource management plan		
<input checked="" type="checkbox"/>	Description of water requirements and wash plant facilities (if applicable).		
	Are high capacity wells required? _____ (yes/no)		
<input checked="" type="checkbox"/>	Nuisance mitigation plan		
<input checked="" type="checkbox"/>	Conditional Use Application fee paid (see page 6 of this application for fee schedule)		
<input type="checkbox"/>	Town Board(s) Response		
<input type="checkbox"/>	Highway Department Response		
<input type="checkbox"/>	Land Resources Committee Response		
<input type="checkbox"/>	Reclamation Plan		
<input type="checkbox"/>	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 requirements: _____

Town Board Contact: _____

Phone # - _____

Other required information: _____ yes/no. Specify additional requirements: _____

Land Resources Department review staff: _____

Phone # - _____

Other required information: _____ yes/no.

Specify additional requirements: _____

Application Complete: _____ yes/no). (Is the application ready to go to public hearing?)

Date Application is Complete _____ Time: _____

Land Resources Staff Signature _____

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	

Nuisance Mitigation Plan

1. Noise will be regulated/controlled in several ways. As many existing perimeter trees as practicable will remain intact in order to help serve as a noise buffer. Also, perimeter areas which are higher in elevation will serve as noise barriers for activities within the mine site. In perimeter areas with lower elevations, berms shall be constructed to help mitigate noise coming from within the mine site and wet processing plant. Some of the wet plant processing equipment will be enclosed.
2. Air quality will be regulated/controlled by following all Wisconsin DNR regulations and Federal EPA Standards for air quality on a mine site. Some of the items contained within these regulations include a Fugitive Dust Control Plan and Air Dispersion Modeling. Also, during periods of dry weather, disturbed areas which are not yet vegetated shall be watered regularly for dust control on the site.
3. 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).
4. 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 materials being mined (sand).
5. 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 WIDNR rules will establish a water quality monitoring plan for the mine site).

CERTIFICATION PAGE

Conditional Use Application

River Valley Sands Mine Site
Town of Dover, Buffalo County, Wisconsin

Prepared for:
River Valley Sand, LLC

Prepared by:
Short Elliott Hendrickson Inc.
421 Frenette Drive
Chippewa Falls, WI 54729-3374
715.720.6200

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.

Tim Helgemoe
Operator

Date

Table of Contents

Letter of Transmittal
Certification Page
Table of Contents

	Page
1.0 4. Application Requirements	1
1.1 Completed Application (attached)	1
1.2 General Information	1
1.2.1 Legal Description	1
1.2.2 Owners or Lessors Names, Addresses and Telephone Numbers	2
1.2.3 Operator Name, Address and Telephone Number	2
1.2.4 Lease Agreement	2
1.2.5 Operation Plan	2
1.2.6 Site Maps	3
1.2.7 Permit Application Fee	3
1.3 Operation Plan requirements	3
1.3.1 Written Explanation of Proposal	3
1.3.2 Description of the nature of the deposit and mining methods and equipment used to extract and process the material	3
1.3.3 Description of the estimated life of the mine and an operation timeline for resource extraction and site reclamation	4
1.3.4 A plan for a phased mining approach and contemporaneous reclamation to minimize the area disturbed.	4
1.3.5 Depth of excavation and depth to groundwater table	5
1.3.6 Proposed hours and days of operation	5
1.3.7 Hauling plan satisfying the requirements of the Buffalo County Highway Department	5
1.3.8 A description of and onsite nonmetallic mineral processing facilities	5
1.3.9 A description of water requirements for the operation	5
1.3.10 Precautions to minimize particulate matter from becoming airborne	5
1.3.11 A description of grading, drainage, and measures to be taken to control erosion	6
1.3.12 A description of measures to be taken to comply with applicable air and water quality standards	6
1.4 Maps Required	6
1.5 Buffalo County Highway Department Requirements	6

Table of Contents (Continued)

List of Figures

Figure 1	Site Overview Map
Figure 2	Residential Well Vicinity Map
Figure 3	Operations Site Plan - South
Figure 4	Operations Site Plan - North
Figure 5	Proposed haul Routes Map

List of Appendices

Appendix A	Lease Agreements
Appendix B	Soils Information

P:\PT\R\Rivvs\124168\reports & specs\Reports\Conditional Use Application Rpt 4.22.13.docx

Conditional Use Application

River Valley Sands Mine Site

Prepared for River Valley Sand, LLC

1.0 Application Requirements

1.1 Completed Application (attached)

1.2 General Information

1.2.1 Legal Description

The Parcel ID numbers and legal descriptions for the project area are listed below. All parcels are in the Town of Dover, Township 23 North, Range 10 West.

Deland and Patricia Powers

- 012-00448-0000
- Section 22, NE ¼ of the SE ¼
- 012-00455-0000
- Section 22, SE ¼ of the SE ¼
- 012-00469-0000
- Section 23, NW ¼ of the SW ¼
- 012-00470-0000
- Section 23, SW ¼ of the SW ¼

Joseph and Karine Klopp

- 012-00450-0000
- Section 22, NE ¼ of the SE ¼

John and Susan Birtzer

- 012-00292-0000
- Section 15, SE ¼ of the SE ¼
- 012-00264-0000
- Section 14, SW ¼ of the SW ¼
- 012-00260-0000
- Section 14, NE ¼ of the SW ¼
- 012-00262-0010
- Section 14, NW ¼ of the SW ¼

Errol Doerr

- 012-00261-0000
- Section 14, NE ¼ of the SW ¼
- 012-00263-0000
- Section 14, SW ¼ of the SW ¼
- 012-00265-0000
- Section 14, SE ¼ of the SW ¼
- 012-00447-0000
- Section 22, SE ¼ of the SW ¼
- 012-00549-0010
- Section 27, NE ¼ of the NW ¼

1.2.2 Owners or Lessors Names, Addresses and Telephone Numbers

Owners or Lessors Names, Address, and Telephone Numbers of the property on which the mine site is located:

Deland (Dale) Powers and Patricia Powers
W210 State Road 121
Independence, Wisconsin 54747
Phone: 715.946.3632
Alternate # 715.579.6816
Email: patrobin@nelson-tel.net

Joe Klopp and Karine Klopp
W224 State Road 121
Independence, Wisconsin 54747
Phone: 715.946.3844
Alternate # 715.495.1399
Email: jkhhklopp@rocketmail.com

John Birtzer and Susan Birtzer
S870 Julson Ridge Road
Independence, Wisconsin 54747
Phone: 715.839.0473
Alternate # 715.214.5171
Email: jbirtz@hotmail.com

Errol Doerr
W199 Piepers Valley Road
Fountain City, Wisconsin 54629
Phone: 608.525.5800
Email: piepervalleyrd@gmail.com

1.2.3 Operator Name, Address and Telephone Number

Operator Name, Address, and Telephone Number of the proposed mine site:

River Valley Sands
Tim Helgemoe
16087 Henry Drive
Utica MN 55979
Phone: 507.951.3665
Email: tim@hcbinc.biz

1.2.4 Lease Agreement

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

1.2.5 Operation Plan

A detailed operation plan can be seen in Section 1.3.

1.2.6 Site Maps

Site Maps can be seen in Figures 1-5.

1.2.7 Permit Application Fee

The permit application fee is included with the application.

1.3 Operation Plan requirements

1.3.1 Written Explanation of Proposal

Written Explanation of Proposal (to identify how it complies with criteria for approval for Conditional Permits on Section 212 of the Zoning Ordinance).

1. Location and size of the proposed use is shown on Figures 1, 3 and 4.

The nature of the proposed use at the proposed River Valley Sands Mine Site includes: a) erosion control and stormwater control measures on the site, b) stripping and stockpiling of topsoil and subsoil materials, c) construction of access roads into the site, d) extraction of sand from the Cambrian Wonewoc Formation and e) construction and operation of a wet processing plant on the site.

2. The size of the site is shown on Figure 1
3. The location of the site with respect to existing or future roads giving access to it is shown on Figures 3 and 4.
4. The operation is compatible with existing land uses, since the proposed end land use will return the mine area back to agricultural use. In addition the reclaimed site will be better fitted for agricultural applications with gradual slopes instead of existing areas where slopes are too steep to farm. Additionally the mine site areas will be less susceptible to erosion after vegetation has been established, due to the proposed gradual slopes (design).
5. The proposed mining operation and ultimate reclamation plan for the mine site is in harmony with the future development of the district. Buffalo County takes great pride in its agricultural heritage and as listed and described in Number 4 above, the reclaimed land will be a gently rolling terrain providing more desirable land for farming/agricultural uses.
6. Existing topography, drainage, and vegetative cover are shown on Figures 1-4. Soil Types are shown in the soil report portion of Appendix B.
7. The proposed mine site has significant support with not only the owners but also surrounding properties/residents. The project meets the purpose and intent of the ordinance and will adhere to all applicable rules and regulations. These rules and regulations will help the proposed mining operation to provide substantial justice to all parties concerned.

1.3.2 Description of the nature of the deposit and mining methods and equipment used to extract and process the material

The geology of the proposed project location consists of Cambrian age sedimentary rocks that overlie PreCambrian age igneous and metamorphic rocks. The geology encountered in the B-1 and B-2 soil borings advanced at the project site includes surficial soils, and bedrock units consisting of the Cambrian-age Tunnel City Group, Wonewoc Formation, and the Eau Claire Formation. The soil boring logs and a cross-section can be seen in Appendix B. The

sand resource of interest at the proposed River Valley Mine Site is the Wonewoc Formation, a fine to medium-grained sandstone approximately 75 feet in thickness. The sand deposit consists of subrounded to rounded, spherical, quartzose sandstone. The Wonewoc sandstone can be loose to moderately cemented. Soil boring information indicates that the upper Wonewoc contact with the overlying Tunnel City group occurs at an approximate 980 foot elevation. The Wonewoc Formation is overlain by the Tunnel City Group which is mainly comprised of very fine to medium-grained, non-glaucinitic to glauconitic and dolomitic sandstone. The Tunnel City Group is typically more cemented than the Wonewoc Formation. The Wonewoc Formation is underlain by the Eau Claire Formation, a fine-grained, thin-bedded siliciclastic unit, composed mainly of very fine to fine-grained sandstone, siltstone, and shale.

The Operator proposes to extract sandstones from the Cambrian Wonewoc Formation at the proposed River Valley Sands 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, excavation, crushing, screening, washing, stockpiling and loading of material to be transported off-site.

1.3.3 Description of the 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. Fifteen phases are proposed for mining and the phases are shown on Figure 3 and 4, "Operations Site Plan." Mining is expected to commence during the fall of 2013 and would be completed between approximately 2033 to 2043. The wet 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 in the southwest corner of the Powers property portion of the mine site. 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). Runoff from the Phase 1, 2 and 3 areas will be contained within the southwest infiltration basin. Phase 4 and 5 will drain to the infiltration pond on the southwest portion of the Klopp property.

Phases 1A-3A will be started up as portions of Phases 1-5 are being reclaimed, and Phases 1A-3A on the Doerr property will all drain to a single infiltration pond and sand product from this area will be conveyed to the wet plan via a conveyor.

Phases 1B-7B are shown on the Doerr and Birtzer properties to the north in Sections 14 and 15. These phases will also have material conveyed to the wet plant via a conveyor.

1.3.4 A plan for a phased mining approach and contemporaneous reclamation to minimize the area disturbed

The mine phasing is described above in conjunction with the time line.

Contemporaneous Reclamation – Nonmetallic mining reclamation shall be conducted, to the extent practicable, to minimize the area disturbed by nonmetallic mining and to provide for reclamation of portions of the site while nonmetallic mining continues on other portions of the site.

Key tasks involved in this process will include the reclamation plan requiring that erosion control devices are properly installed. A-horizon and B-horizon soils will be removed and

used to construct separate berms. Overburden material will be stockpiled on interior berms so that it is more readily accessible to begin rebuilding reclamation slopes.

Locations proposed for construction of berms are shown on Figures 3 and 4. 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 operations site 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. The longer 3:1 slopes will have erosion mat placed on their lower portions, as necessary for erosion control.

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 each property.

1.3.5 Depth of excavation and depth to groundwater table

Total depth of excavation is expected to reach a maximum of 95 feet and depth to ground water table from the 1000-foot contour elevation varies from an estimated 80 feet to 120 feet.

1.3.6 Proposed hours and days of operation

Hours of Operation – The mine site operation is proposed to operate 6:00 am to 8:00 pm during daylight savings time, 6:00 am to 6:00 pm central standard time Monday thru Saturday. The wet 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 proposed routes are described within the application and 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 any County Trunk System or Town Roads. The proposed haul routes can be seen on Figure 5.

1.3.8 A description of onsite nonmetallic mineral processing facilities

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. Also, conveyors will be used to route material to the wet plant from the west and north.

1.3.9 A description of water requirements for the operation

Water use requirements for the operation will include site watering, tire washing station, and the washing of sand in the processing stage. A single high capacity well on the site capable of producing 500 GPM is proposed. The total daily water use will vary dependent on weather and sand production. Water will be recycled by pumping off static water in basins and recirculating this water back into the processing system. 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 stormwater 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

During periods of dry weather, material will be watered on a regular basis to proactively control dust on the site.

1.3.11 A description of 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 road if necessary. Inspection of reclaimed slopes 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 mat will be constructed in those areas of severe erosion, if required. The reclamation area will be seeded with an application of the No. 2 seed mixture, which contains adequate rooting depth and vegetation density for stabilization of all reclamation areas including side slopes, bottoms, and hilltops. 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. Also, long slopes which are more susceptible to erosion will have erosion mat installed to help speed the process of establishing vegetation on the slopes. On sloped areas where concentrated flows may be present, ditch checks will be used in addition to erosion mat. 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.

1.3.12 A description of measures to be taken to comply with applicable air and water quality standards

Air quality will be regulated/controlled by following all Wisconsin DNR and Federal EPA regulations for air quality on the site. Some of the items contained within these regulations include a Fugitive Dust Control Plan and Air Dispersion Modeling. Also, during periods of dry weather, disturbed areas which are not yet vegetated shall be watered regularly for dust control on the site.

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 in order to accurately and closely monitor both level and quality of groundwater. Also, the WIDNR rules require that water quality is monitored very closely.

Some of these items are also mentioned as part the of the “Nuisance Mitigation” portion of the application at the front of this report.

1.4 Maps Required

A checklist of the maps required can be seen on Page 4 of the Application at the beginning of this report.

1.5 Buffalo County Highway Department Requirements

Precise Hauling information can be seen on Pages 2 and 3 of the Application at the beginning of this report, and the proposed haul routes can be seen on Figure 5.

List of Figures

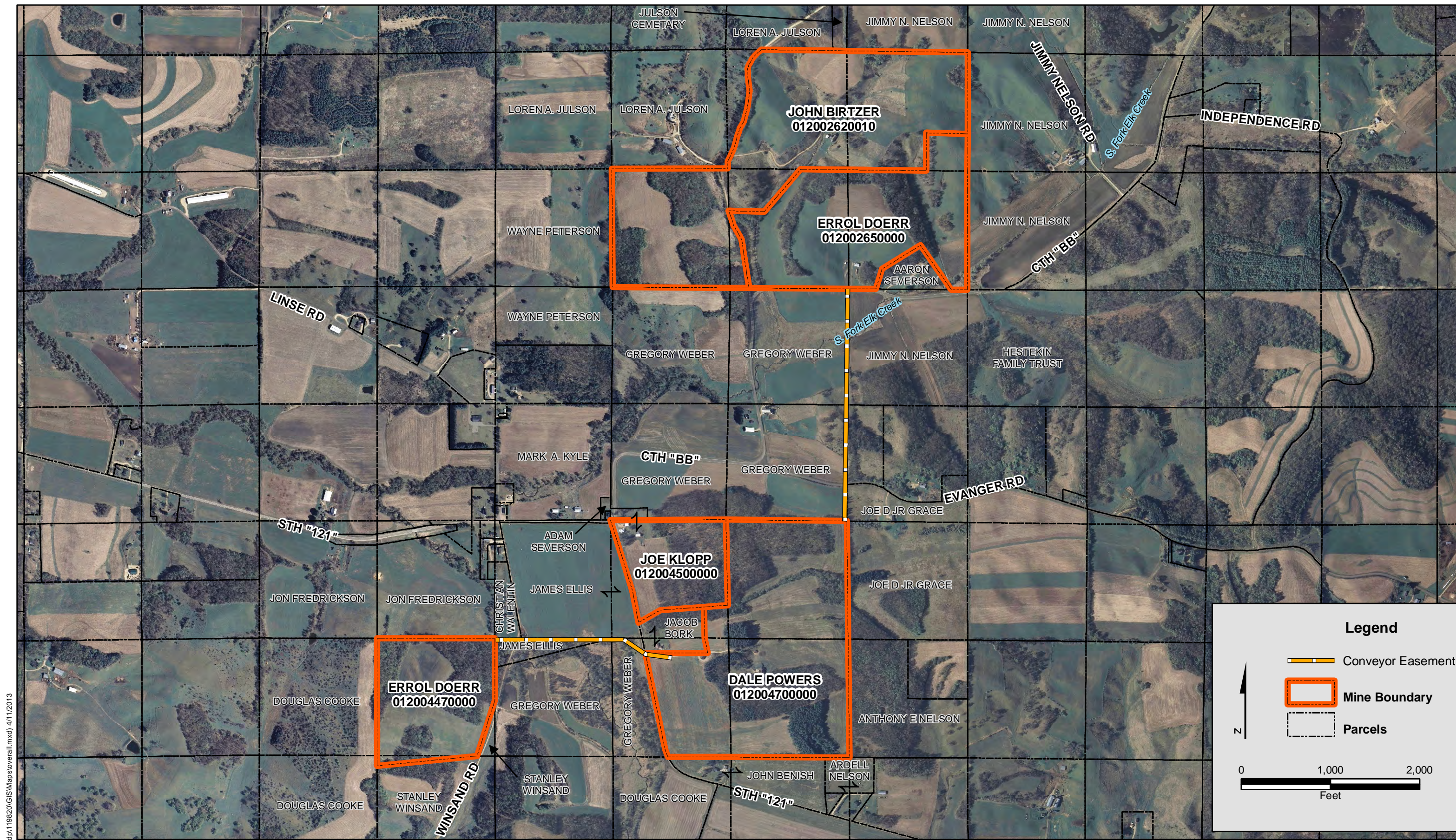
Figure 1 – Site Overview Map

Figure 2 – Residential Well Vicinity Map

Figure 3 – Operations Site Plan - South

Figure 4 – Operations Site Plan - North

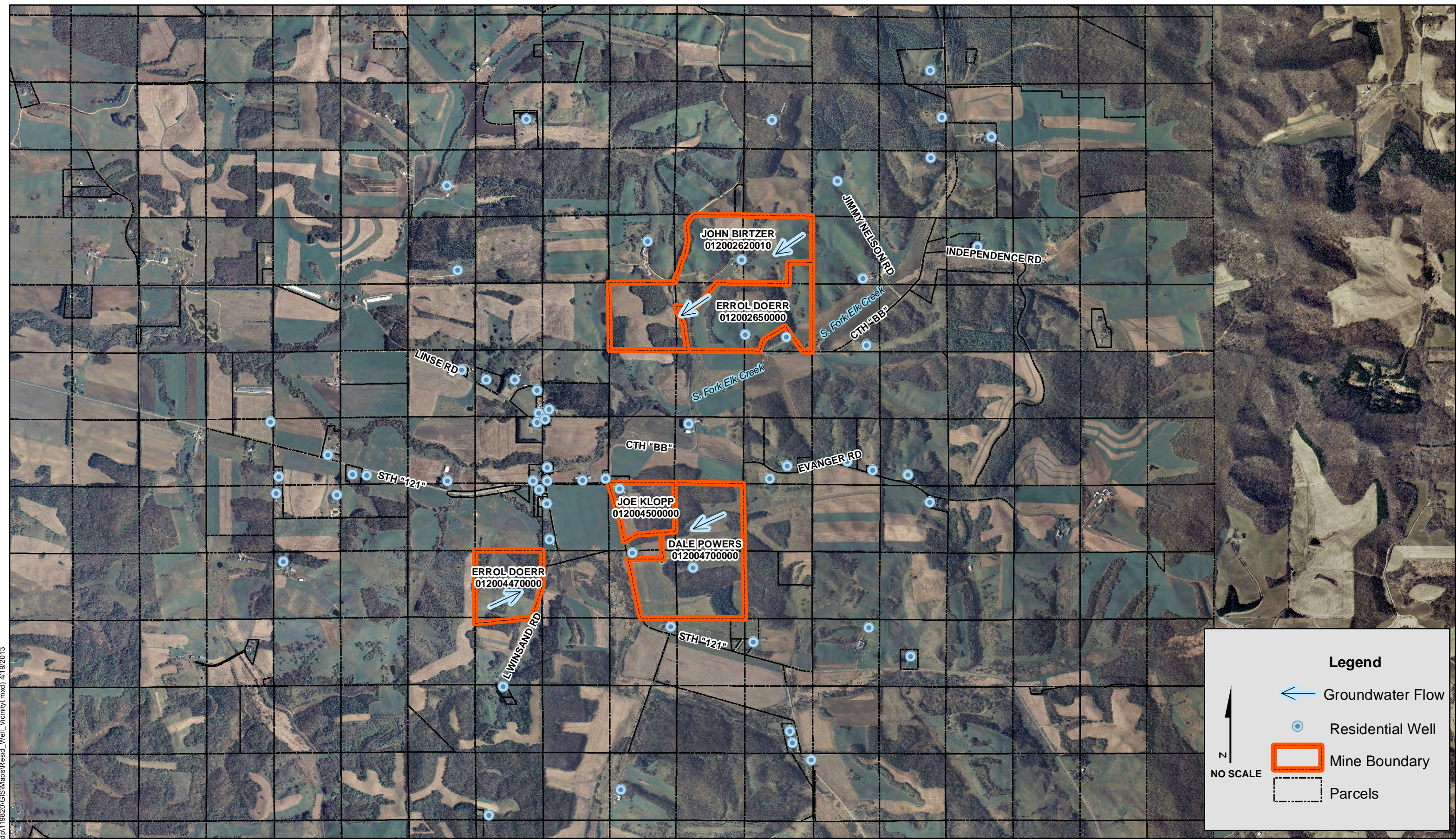
Figure 5 – Proposed haul Routes Map



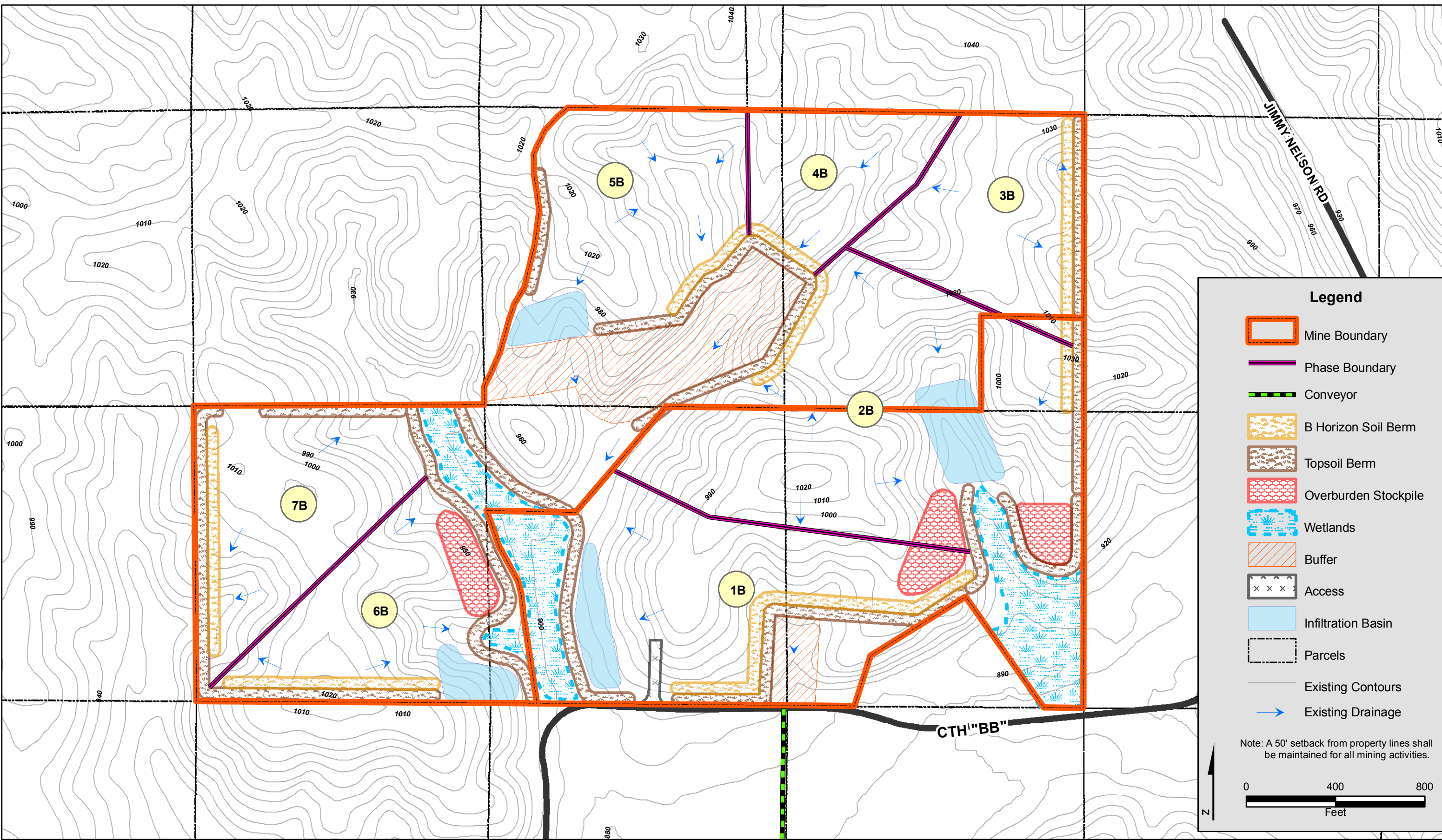
Map Document: (P:\PT\Power\119820\GIS\Maps\overall.mxd) 4/11/2013

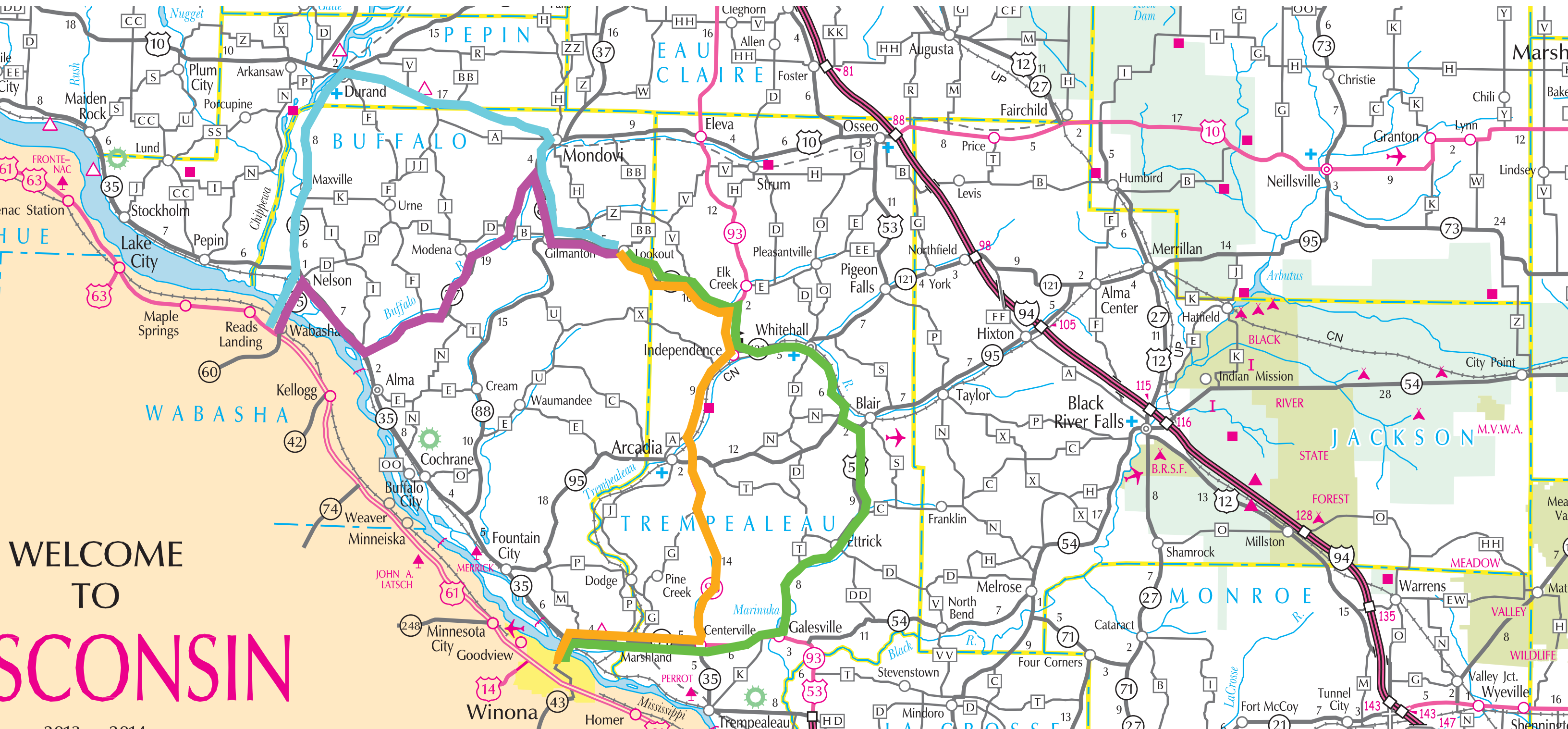
 <div>421 Frenette Drive. Chippewa Falls, WI 54729 PHONE: (715) 720-6200 FAX: (715) 720-6300 WATTS: 800-325-2055 www.sehinc.com</div>	PROJECT: RIVVS124168	<h1>RIVER VALLEY SANDS</h1> <p>Town of Dover, T23N R10W Buffalo County, Wisconsin</p>	Site Overview Map	Figure 1

Map Document: (P:\PT\Power\119820\GIS\Maps\Resid_Well_Vicinity.mxd) 4/19/2013



Map Document: (P:\P\T\Power\119820\GIS\Maps\Operations_North.mxd) 4/19/2013





PROPOSED HAUL ROUTES MAP

PRIMARY — SECONDARY —
PRIMARY — SECONDARY —

Appendix A

Lease Agreements

Lease Agreement

THIS LEASE AGREEMENT, ("the Agreement") is entered into this 25 day of March, 2013 by Deland Powers and Patricia Powers, husband and wife, ("Landlord") whose address for the purpose of this lease is PO Box 53, Gilmanton, WI 54743 and **River Valley Sands, LLC**, ("Tenant"), whose address for the purpose of this lease is 16087 Henry Dr., Utica, MN 55979. The Dover Project referred to in the lease consists of four land owners, Errol Doerr, Dale & Patricia Powers, John & Susan Birtzer, and Joe & Karine Klopp.

1. **PREMISES AND TERM.** The landlord, in consideration of the rent, agreements, and conditions contained herein, leases to the Tenant and Tenant leases from Landlord, the following described real estate in Buffalo County, Wisconsin:

106.03 acres located at W210 State Rd 121, Independence WI containing parcels 012-00448-0000, 012-00455-0000, 012-00470-0000, and 012-00469-0000. (except that Dale & Patricia Powers shall be allowed 6 acres for his home site that is not part of the Premises. Dale & Patricia Powers property is enrolled in MFL(Managed Forest Lands), Tenant would be required to buy out current MFL contract if Tenant chooses to mine under the forest land that is enrolled in MFL)

Section 22 Town 23 North Range 10 West
SE ¼ of the SE ¼, except that portion West of State Road 121
PT of NE of SE
SE ¼ of SE ¼ Section 22 SE of SE Exc PART
Section 23 Town 23 North Range 10 West
W ½ of the SW ¼
for a term commencing March 25, 2013 and ending March 25 2033.

2. **RENTAL.** Tenants agree to pay to Landlord as rental for said Premises the sum of _____ as an initial deposit to be paid in full on the execution of this lease. Upon permit approval, an additional _____ will be paid to the Landowner.
3. **ROYALTIES.** In addition to the rental due under paragraph 2 above, Landlord shall be paid at the rate of _____ per ton for frac sand weighed and removed from the Dover project. In addition _____ per ton to be split based on ownership of total reserves determined by tenant, between Errol Doerr, Dale & Patricia Powers, John & Susan M. Birtzer, Joe & Karine Klopp the four landowners in the Dover project. Said material shall be weighed across a scale provided and installed on the Premises by Tenant. Sand to be weighed at mine site scale and to be paid for within 30 days. 12 months after signing lease Landlord shall be guaranteed the sum of _____ per month draw on royalty payments, with any material hauled

from Landlords Premises first being credited towards the _____ per month draw. Meaning that additional monthly payments to Landlord will begin to accrue once Tenant hauls 500 ton from Landlords Premises. No additional property shall be added to the Dover project without 80% of the existing landowners reserves used.

4. **POSSESSION.** Tenant shall be entitled to possession on the commencement date, and shall yield possession to the Landlord upon expiration of this Agreement. Landlord shall have the absolute right to continue to complete hunting, cropping, and farming activities on the portion of the premises and is backed by tenant.

5. **USE AND CONDITION OF PREMISES.**

- (a) Tenant intends to utilize the Premises to mine sand to be used by Tenant for commercial purposes.
- (b) Tenant will maintain a "good neighbor policy" with adjacent property owners.
- (c) Tenant may sub-contract, assign, or sub-lease all or any part of the Premises in a manner that is compatible with Tenant's objectives. All provisions of this lease, including provisions relating to royalties and the business manner of Tenant shall apply to any assignee, sub-contractor or sub-lessee so that no harm or distress is caused upon Landlord.
- (d) Tenant will provide Landlord 90 days notice of Tenants intent to begin mining operations on the Premises.
- (e) Landlord and Tenant will meet and agree upon any crop loss calculations and or timber loss calculations, prior to any activity that would result in crop loss or timber loss.
- (f) Tenant will be responsible for reclamation pursuant to a reclamation plan approved by the governing body issuing the permit for Tenants mining activity.

6. **TERMINATION AND OPTION TO RENEW.** This lease shall terminate upon expiration of the original term; or if an option to renew is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

7. **OPTION TO RENEW.** Tenant may renew this lease for an additional term of ten years by giving landlord a written notice of intent to renew at least thirty days prior to the expiration of the term that proceeds each such renewal term. Each renewal will be on the same terms and condition as the original term, except that no initial deposits will be paid for any renewal term. Royalties will continue to be paid as incurred by Tenant. The amount of Royalties shall be negotiated for any renewal term of this lease.
8. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease.
9. **REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises due in the amount at time of lease, any property tax increase due to the effects of the Tenant's presence on the property, including structures, roads, property values due to mining operations shall be paid by Tenant.
10. **INDEMNITY.** Except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
11. **ZONING.** Tenant's obligations under this Agreement are conditioned upon Tenant obtaining any zoning or other governmental approvals required to permit the use set forth in paragraph 5 above on or before the commencement date of this Agreement. Said approvals include, but are not limited to, and permits or approvals required by the Wisconsin Department of Natural Resources, the United States Mine Safety and Health Administration, any county permits, and any mining plans and reclamation plans as may be required. Landlord agrees to assist and cooperate in obtaining any such approvals or permits and Tenant agrees that all plans for the Premises are subject to Landlord's approval.
12. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mailbox.

13. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.
14. **CONSTRUCTION.** Words or phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and a masculine, feminine or neuter gender according to the context.
15. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
16. **SAND FOR TENANT.** Tenant agrees to maintain a sand stockpile in an amount not to exceed ____ tons, for miscellaneous use. Landlord shall be entitled to utilize sand from the stockpile for his own purposes or processing except that Landlord may not sell this sand to any party or person.
17. **SAND WASHING.** Tenant shall have the right to wash and screen sand if feasible in the future.
18. **SURFACE RIGHTS OF TENANT.** Tenant may clear brush and undergrowth from such portions of the Property as may be reasonably necessary to explore for materials or to locate pits, quarries, roads, and stockpile areas. Tenant shall have the right to make use of all roadways presently existing on the Property, and shall have the further right to build such additional roads as may be necessary for the production and removal of materials hereunder. In building such roads, Tenant may use materials from the Property, and Tenant shall not be required to pay royalties to Landlord for materials so used. In addition tenant may erect a plant or plants on the Property, if it should so desire, to process materials thereon. Tenant may also erect such buildings and install such machinery and equipment, including but not limited to wells, scales, as may be useful in connection with its operations hereunder. Tenant shall retain title to

all structures and equipment hereafter placed or erected on the Property by Tenant.

19. **PROTECTION AND RESTORATION OF SURFACE.** At the termination of this Lease or any extension or renewal thereof the Tenant shall be obligated to remove all structures and equipment located on the Property, provided, however, that Tenant shall be allowed one (1) year from the date of termination of this Lease or any extension or renewal thereof to remove any or all structures or equipment. At the termination of this Lease or any extension or renewal thereof the tenant shall remove all trash, junk, and/or salvage located on the Property and shall leave the land surface of the Property in a reasonably level condition. Landlord and Tenant agree that, for purposes of this paragraph, a reasonably level land surface would be such that a farm tractor would be able to ride across the surface area. The provisions of this paragraph shall survive any termination of this Lease.
20. **USE AND CONDITION OF PREMISES.** Tenant may subcontract all mining operations of the Property.
21. **RIGHT OF FIRST REFUSAL.** Landlord agrees and hereby grants to Tenant the right of first refusal to purchase the Property (hereinafter "Right of First Refusal") as long as Tenant is not in default under this lease. Under this Right of First Refusal, any offer to purchase the property made by a third party during the term of this Lease or any extensions thereto, shall be first communicated to Tenant in writing. Tenant shall have the option to purchase at the same price and upon the same terms of said offer. Said refusal or exercise of option by Tenant shall be made within thirty (30) days from when written notice received from Landlord.
22. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provisions shall be deemed to be written, constructed and enforced as so limited.
23. **ASSIGNABILITY.** Tenant may assign its rights under this Lease.
24. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
25. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

26. **Setbacks.** 100 foot set back from all buildings, well, and septic. In event they are to be removed Landlord and Tenant must agree on set price.

LANDLORD:

Deland J Powers

Deland Powers

Patricia Powers

Patricia Powers

TENANT:

Tim Helgen

River Valley Sands, LLC

Lease Agreement

THIS LEASE AGREEMENT, ("the Agreement") is entered into this 25 day of March, 2013 by Joe Klopp and Karine Klopp, husband and wife, ("Landlord") whose address for the purpose of this lease is W224 State Rd 121 Independence, WI 54747 and **River Valley Sands, LLC**, ("Tenant"), whose address for the purpose of this lease is 16087 Henry Dr., Utica, MN 55979. The Dover Project referred to in the lease consists of four land owners, Errol Doerr, Dale & Patricia Powers, John & Susan M. Birtzer, and Joe & Karine Klopp.

1. **PREMISES AND TERM.** The landlord, in consideration of the rent, agreements, and conditions contained herein, leases to the Tenant and Tenant leases from Landlord, the following described real estate in Buffalo County, Wisconsin:

27.1 acres at W224 State Rd 121, Independence, WI

Section 22 Town 23 North Range 10 West
40 ¼ NE 160 ¼ SE
that pt of NE of SE

Section 22 Town 23 North Range 10 West
40 ¼ SE 160 ¼ NE
SW cor of SE of NE

for a term commencing March 25, 2013 and ending March 25 2033.

2. **RENTAL.** Tenants agree to pay to Landlord as rental for said Premises the sum of _____ as an initial deposit to be paid in full on the execution of this lease. Upon permit approval, an additional _____ will be paid to the Landowner.
3. **ROYALTIES.** In addition to the rental due under paragraph 2 above, Landlord shall be paid at the rate of _____ per ton for frac sand weighed and removed from the Dover Project. In addition, _____ ton to be split based on ownership of total reserves determined by tenant, between Errol Doerr, Dale & Patricia Powers, John & Susan M. Birtzer, Joe & Karine Klopp the four landowners in project. Said material shall be weighed across a scale provided and installed on the Premises by Tenant. Sand to be weighed at mine site scale and to be paid for within 30 days. 12 months after signing lease Landlord shall be guaranteed the sum of _____ per month draw on royalty payments, with any material hauled from Landlord's Premises first being credited towards the _____ per month draw. Meaning that additional monthly payments to Landlord will begin to accrue once Tenant hauls 125 ton from Landlord's Premises. No additional property shall be added to the Dover project without 80% of the existing landowners reserves used.

4. **POSSESSION.** Tenant shall be entitled to possession on the commencement date, and shall yield possession to the Landlord upon expiration of this Agreement. Landlord shall have the absolute right to continue to complete hunting, cropping, and farming activities on the portion of the premises and is backed by tenant.

5. **USE AND CONDITION OF PREMISES.**

- (a) Tenant intends to utilize the Premises to mine sand to be used by Tenant for commercial purposes.
- (b) Tenant will maintain a "good neighbor policy" with adjacent property owners.
- (c) Tenant may sub-contract, assign, or sub-lease all or any part of the Premises in a manner that is compatible with Tenant's objectives. All provisions of this lease, including provisions relating to royalties and the business manner of Tenant shall apply to any assignee, sub-contractor or sub-lessee so that no harm or distress is caused upon Landlord.
- (d) Tenant will provide Landlord 90 days notice of Tenants intent to begin mining operations on the Premises.
- (e) Landlord and Tenant will meet and agree upon any crop loss calculations and or timber loss calculations, prior to any activity that would result in crop loss or timber loss.
- (f) Tenant will be responsible for reclamation pursuant to a reclamation plan approved by the governing body issuing the permit for Tenants mining activity.

6. **TERMINATION AND OPTION TO RENEW.** This lease shall terminate upon expiration of the original term; or if an option to renew is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

7. **OPTION TO RENEW.** Tenant may renew this lease for an additional term of ten years by giving landlord a written notice of intent to renew at least thirty days prior to the expiration of the term that proceeds each such renewal term. Each renewal will be on the same terms and condition as the original term, except that no initial deposits will be paid for any renewal term. Royalties will continue to be paid as incurred by Tenant.

The amount of Royalties shall be negotiated for any renewal term of this lease.

8. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease.
9. **REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises due in the amount at time of lease, any property tax increase due to the effects of the Tenant's presence on the property, including structures, roads, property values due to mining operations shall be paid by Tenant.
10. **INDEMNITY.** Except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
11. **ZONING.** Tenant's obligations under this Agreement are conditioned upon Tenant obtaining any zoning or other governmental approvals required to permit the use set forth in paragraph 5 above on or before the commencement date of this Agreement. Said approvals include, but are not limited to, and permits or approvals required by the Wisconsin Department of Natural Resources, the United States Mine Safety and Health Administration, any county permits, and any mining plans and reclamation plans as may be required. Landlord agrees to assist and cooperate in obtaining any such approvals or permits and Tenant agrees that all plans for the Premises are subject to Landlord's approval.
12. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mailbox.
13. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

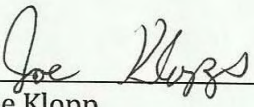
14. **CONSTRUCTION.** Words or phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and a masculine, feminine or neuter gender according to the context.
15. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
16. **SAND FOR TENANT.** Tenant agrees to maintain a sand stockpile in an amount not to exceed ____ tons, for miscellaneous use. Landlord shall be entitled to utilize sand from the stockpile for his own purposes or processing except that Landlord may not sell this sand to any party or person.
17. **SAND WASHING.** Tenant shall have the right to wash and screen sand if feasible in the future.
18. **SURFACE RIGHTS OF TENANT.** Tenant may clear brush and undergrowth from such portions of the Property as may be reasonably necessary to explore for materials or to locate pits, quarries, roads, and stockpile areas. Tenant shall have the right to make use of all roadways presently existing on the Property, and shall have the further right to build such additional roads as may be necessary for the production and removal of materials hereunder. In building such roads, Tenant may use materials from the Property, and Tenant shall not be required to pay royalties to Landlord for materials so used. In addition tenant may erect a plant or plants on the Property, if it should so desire, to process materials thereon. Tenant may also erect such buildings and install such machinery and equipment, including but not limited to wells, scales, as may be useful in connection with its operations hereunder. Tenant shall retain title to all structures and equipment hereafter placed or erected on the Property by Tenant.
19. **PROTECTION AND RESTORATION OF SURFACE.** At the termination of this Lease or any extension or renewal thereof the Tenant shall be obligated to remove all structures and equipment located on the

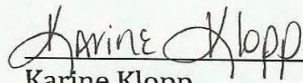
Property, provided, however, that Tenant shall be allowed one (1) year from the date of termination of this Lease or any extension or renewal thereof to remove any or all structures or equipment. At the termination of this Lease or any extension or renewal thereof the tenant shall remove all trash, junk, and/or salvage located on the Property and shall leave the land surface of the Property in a reasonably level condition. Landlord and Tenant agree that, for purposes of this paragraph, a reasonably level land surface would be such that a farm tractor would be able to ride across the surface area. The provisions of this paragraph shall survive any termination of this Lease.

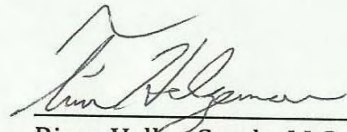
20. **USE AND CONDITION OF PREMISES.** Tenant may subcontract all mining operations of the Property.
21. **RIGHT OF FIRST REFUSAL.** Landlord agrees and hereby grants to Tenant the right of first refusal to purchase the Property (hereinafter "Right of First Refusal") as long as Tenant is not in default under this lease. Under this Right of First Refusal, any offer to purchase the property made by a third party during the term of this Lease or any extensions thereto, shall be first communicated to Tenant in writing. Tenant shall have the option to purchase at the same price and upon the same terms of said offer. Said refusal or exercise of option by Tenant shall be made within thirty (30) days from when written notice received from Landlord.
22. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provisions shall be deemed to be written, constructed and enforced as so limited.
23. **ASSIGNABILITY.** Tenant may assign its rights under this Lease.
24. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
25. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
26. **Setbacks.** 100 foot set back from all buildings, well, and septic. In event they are to be removed Landlord and Tenant must agree on set price.

LANDLORD:

TENANT:


Joe Klopp


Karine Klopp


River Valley Sands, LLC

Lease Agreement

THIS LEASE AGREEMENT, ("the Agreement") is entered into this 25 day of March, 2013 by John & Susan M. Birtzer ("Landlord") whose address for the purpose of this lease is 2524 Frostwoods St. EauClaire, WI 54703 and **River Valley Sands, LLC**, ("Tenant"), whose address for the purpose of this lease is 16087 Henry Dr., Utica, MN 55979. The Dover Project referred to in the lease consists of four land owners, Errol Doerr, Dale & Patricia Powers, John & Susan M. Birtzer, and Joe & Karine Klopp.

1. **PREMISES AND TERM.** The landlord, in consideration of the rent, agreements, and conditions contained herein, leases to the Tenant and Tenant leases from Landlord, the following described real estate in Buffalo County, Wisconsin:

116.11 acres at S870 Julson Ridge Rd, Independence WI containing parcels 012-00292-0000, 012-00260-0000, 012-00262-0010, & 012-00264-0000 described as:

Town 23 North Range 10 West Section 14
40 $\frac{1}{4}$ SW, 160 $\frac{1}{4}$ SW PT of SW of SW

Town 23 Range 10 West Section 15
40 $\frac{1}{4}$ SE, 160 $\frac{1}{4}$ SE
SE of SE

Town 23 North Range 10 West Section 14
40 $\frac{1}{4}$ NW, 160 $\frac{1}{4}$ SW
That PT NW of SW

Town 23 North Range 10 West Section 14
40 $\frac{1}{4}$ NE, 160 $\frac{1}{4}$ SW
PT of NE of SW

for a term commencing March 25, 2013 and ending March 25 2033.

2. **RENTAL.** Tenants agree to pay to Landlord as rental for said Premises the sum of _____ as an initial deposit to be paid in full on the execution of this lease. Upon permit approval, an additional _____ will be paid to the Landowner.
3. **ROYALTIES.** In addition to the rental due under paragraph 2 above, Landlord shall be paid at the rate _____ per ton for frac sand weighed and removed from the Dover project. In addition _____ ton to be split based on ownership of total reserves determined by tenant, between Errol Doerr, Dale & Patricia Powers, John & Susan M. Birtzer, Joe & Karine

Klopp the four landowners in the Dover project. Said material shall be weighed across a scale provided and installed on the Premises by Tenant. Sand to be weighed at mine site scale and to be paid for with in 30 days. 12 months after signing lease Landlord shall be guaranteed the sum of _____ per month draw on royalty payments, with any material hauled from Landlords Premises first being credited towards the _____ per month draw. Meaning that additional monthly payments to Landlord will begin to accrue once Tenant hauls 500 ton from Landlords Premises. No additional property shall be added to the Dover project without 80% of the existing landowners reserves used.

4. **POSSESSION.** Tenant shall be entitled to possession on the commencement date, and shall yield possession to the Landlord upon expiration of this Agreement. Landlord shall have the absolute right to continue to complete hunting, cropping, and farming activities on the portion of the premises and is backed by tenant.

5. **USE AND CONDITION OF PREMISES.**

- (a) Tenant intends to utilize the Premises to mine sand to be used by Tenant for commercial purposes.
- (b) Tenant will maintain a "good neighbor policy" with adjacent property owners.
- (c) Tenant may sub-contract, assign, or sub-lease all or any part of the Premises in a manner that is compatible with Tenant's objectives. All provisions of this lease, including provisions relating to royalties and the business manner of Tenant shall apply to any assignee, sub-contractor or sub-lessee so that no harm or distress is caused upon Landlord.
- (d) Tenant will provide Landlord 90 days notice of Tenants intent to begin mining operations on the Premises.
- (e) Landlord and Tenant will meet and agree upon any crop loss calculations and or timber loss calculations, prior to any activity that would result in crop loss or timber loss.
- (f) Tenant will be responsible for reclamation pursuant to a reclamation plan approved by the governing body issuing the permit for Tenants mining activity.

in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mailbox.

13. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.
14. **CONSTRUCTION.** Words or phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and a masculine, feminine or neuter gender according to the context.
15. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
16. **SAND FOR TENANT.** Tenant agrees to maintain a sand stockpile in an amount not to exceed ____ tons, for miscellaneous use. Landlord shall be entitled to utilize sand from the stockpile for his own purposes or processing except that Landlord may not sell this sand to any party or person.
17. **SAND WASHING.** Tenant shall have the right to wash and screen sand if feasible in the future.
18. **SURFACE RIGHTS OF TENANT.** Tenant may clear brush and undergrowth from such portions of the Property as may be reasonably necessary to explore for materials or to locate pits, quarries, roads, and stockpile areas. Tenant shall have the right to make use of all roadways presently existing on the Property, and shall have the further right to build such additional roads as may be necessary for the production and removal of materials hereunder. In building such roads, Tenant may use materials from the Property, and Tenant shall not be required to pay

6. **TERMINATION AND OPTION TO RENEW.** This lease shall terminate upon expiration of the original term; or if an option to renew is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.
7. **OPTION TO RENEW.** Tenant may renew this lease for an additional term of ten years by giving landlord a written notice of intent to renew at least thirty days prior to the expiration of the term that proceeds each such renewal term. Each renewal will be on the same terms and condition as the original term, except that no initial deposits will be paid for any renewal term. Royalties will continue to be paid as incurred by Tenant. The amount of Royalties shall be negotiated for any renewal term of this lease.
8. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease.
9. **REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises due in the amount at time of lease, any property tax increase due to the effects of the Tenant's presence on the property, including structures, roads, property values due to mining operations shall be paid by Tenant.
10. **INDEMNITY.** Except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
11. **ZONING.** Tenant's obligations under this Agreement are conditioned upon Tenant obtaining any zoning or other governmental approvals required to permit the use set forth in paragraph 5 above on or before the commencement date of this Agreement. Said approvals include, but are not limited to, and permits or approvals required by the Wisconsin Department of Natural Resources, the United States Mine Safety and Health Administration, any county permits, and any mining plans and reclamation plans as may be required. Landlord agrees to assist and cooperate in obtaining any such approvals or permits and Tenant agrees that all plans for the Premises are subject to Landlord's approval.
12. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other,

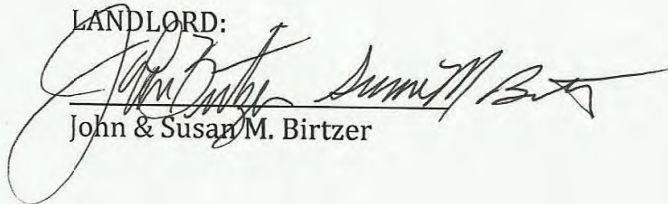
royalties to Landlord for materials so used. In addition tenant may erect a plant or plants on the Property, if it should so desire, to process materials thereon. Tenant may also erect such buildings and install such machinery and equipment, including but not limited to wells, scales, as may be useful in connection with its operations hereunder. Tenant shall retain title to all structures and equipment hereafter placed or erected on the Property by Tenant.

19. **PROTECTION AND RESTORATION OF SURFACE.** At the termination of this Lease or any extension or renewal thereof the Tenant shall be obligated to remove all structures and equipment located on the Property, provided, however, that Tenant shall be allowed one (1) year from the date of termination of this Lease or any extension or renewal thereof to remove any or all structures or equipment. At the termination of this Lease or any extension or renewal thereof the tenant shall remove all trash, junk, and/or salvage located on the Property and shall leave the land surface of the Property in a reasonably level condition. Landlord and Tenant agree that, for purposes of this paragraph, a reasonably level land surface would be such that a farm tractor would be able to ride across the surface area. The provisions of this paragraph shall survive any termination of this Lease.
20. **USE AND CONDITION OF PREMISES.** Tenant may subcontract all mining operations of the Property.
21. **RIGHT OF FIRST REFUSAL.** Landlord agrees and hereby grants to Tenant the right of first refusal to purchase the Property (hereinafter "Right of First Refusal") as long as Tenant is not in default under this lease. Under this Right of First Refusal, any offer to purchase the property made by a third party during the term of this Lease or any extensions thereto, shall be first communicated to Tenant in writing. Tenant shall have the option to purchase at the same price and upon the same terms of said offer. Said refusal or exercise of option by Tenant shall be made within thirty (30) days from when written notice received from Landlord.
22. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provisions shall be deemed to be written, constructed and enforced as so limited.
23. **ASSIGNABILITY.** Tenant may assign its rights under this Lease.
24. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

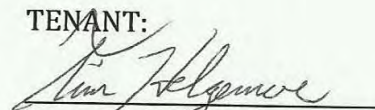
25. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

26. **Setbacks.** 100 foot set back from all buildings, well, and septic. In event they are to be removed Landlord and Tenant must agree on set price.

LANDLORD:


John & Susan M. Birtzer

TENANT:


River Valley Sands, LLC

Lease Agreement

THIS LEASE AGREEMENT, ("the Agreement") is entered into this 25 day of March, 2013 by Errol Doerr, ("Landlord") whose address for the purpose of this lease is W199 Piepers Valley Rd., Fountain City, WI 54629 and **River Valley Sands, LLC**, ("Tenant"), whose address for the purpose of this lease is 16087 Henry Dr., Utica, MN 55979. The Dover project referred to in the lease consists of four land owners, Errol Doerr, Dale & Patricia Powers, John & Susan M. Birtzer, and Joe & Karine Klopp.

1. **PREMISES AND TERM.** The landlord, in consideration of the rent, agreements, and conditions contained herein, leases to the Tenant and Tenant leases from Landlord, the following described real estate in Buffalo County, Wisconsin:

110.68 acres at S893 Cty Rd BB Independence, & O Winsand Rd.
Parcel Numbers: 012.00261.0000, 012.00263.0000, 012.00265.000,
012.00549.0010 & 012.00447.0000

Township 23 North, Range 10 West
Section 14 SW of SW PT of SW of SW
Section 14 SE of SW SE of SW Exc PT
Section 22 SE1/4 of SW1/4

for a term commencing March 25, 2013 and ending March 25, 2033.

2. **RENTAL.** Tenants agree to pay to Landlord as rental for said Premises the sum of _____ as an initial deposit to be paid in full on the execution of this lease. Upon permit approval, an additional _____ will be paid to the Landowner.
3. **ROYALTIES.** In addition to the rental due under paragraph 2 above, Landlord shall be paid at the rate _____ or ton for frac sand weighed and removed from the Dover project. In addition _____ or ton to be split based on ownership of total reserves determined by Tenant, between Errol Doerr, Dale & Patricia Powers, John & Susan M. Birtzer, Joe & Karine Klopp the four landowners in the Dover project. Said material shall be weighed across a scale provided and installed on the Premises by Tenant. Sand to be weighed at mine site scale and to be paid for within 30 days. 12 months after signing lease Landlord shall be guaranteed the sum of _____ per month draw on royalty payments, with any material hauled from Landlord's Premises first being credited towards the _____ per month draw. Meaning that additional monthly payments to Landlord will begin to accrue once Tenant hauls 500 ton from Landlord's Premises. No additional property shall be added to the Dover Project without 80% of the existing landowners reserves used.

4. **POSSESSION.** Tenant shall be entitled to possession on the commencement date, and shall yield possession to the Landlord upon expiration of this Agreement. Landlord shall have the absolute right to continue to complete hunting, cropping and farming activities on the portion of the premises and is backed by tenant.

5. **USE AND CONDITION OF PREMISES.**

- (a) Tenant intends to utilize the Premises to mine sand to be used by Tenant for commercial purposes.
- (b) Tenant will maintain a "good neighbor policy" with adjacent property owners.
- (c) Tenant may sub-contract, assign, or sub-lease all or any part of the Premises in a manner that is compatible with Tenant's objectives. All provisions of this lease, including provisions relating to royalties and the business manner of Tenant shall apply to any assignee, sub-contractor or sub-lessee so that no harm or distress is caused upon Landlord.
- (d) Tenant will provide Landlord 90 days notice of Tenants intent to begin mining operations on the Premises.
- (e) Landlord and Tenant will meet and agree upon any crop loss calculations and or timber loss calculations, prior to any activity that would result in crop loss or timber loss.
- (f) Tenant will be responsible for reclamation pursuant to a reclamation plan approved by the governing body issuing the permit for Tenants mining activity.

6. **TERMINATION AND OPTION TO RENEW.** This lease shall terminate upon expiration of the original term; or if an option to renew is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

7. **OPTION TO RENEW.** Tenant may renew this lease for an additional term of ten years by giving landlord a written notice of intent to renew at least thirty days prior to the expiration of the term that proceeds each such renewal term. Each renewal will be on the same terms and condition as the original term, except that no initial deposits will be paid for any renewal term. Royalties will continue to be paid as incurred by Tenant.

The amount of Royalties shall be negotiated for any renewal term of this lease.

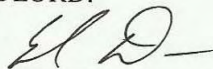
8. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease.
9. **REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises due in the amount at time of lease, any property tax increase due to the effects of the Tenant's presence on the property, including structures, roads, property values due to mining operations shall be paid by Tenant.
10. **INDEMNITY.** Except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
11. **ZONING.** Tenant's obligations under this Agreement are conditioned upon Tenant obtaining any zoning or other governmental approvals required to permit the use set forth in paragraph 5 above on or before the commencement date of this Agreement. Said approvals include, but are not limited to, and permits or approvals required by the Wisconsin Department of Natural Resources, the United States Mine Safety and Health Administration, any county permits, and any mining plans and reclamation plans as may be required. Landlord agrees to assist and cooperate in obtaining any such approvals or permits and Tenant agrees that all plans for the Premises are subject to Landlord's approval.
12. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mailbox.
13. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

14. **CONSTRUCTION.** Words or phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and a masculine, feminine or neuter gender according to the context.
15. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
16. **SAND FOR TENANT.** Tenant agrees to maintain a sand stockpile in an amount not to exceed ____ tons, for miscellaneous use. Landlord shall be entitled to utilize sand from the stockpile for his own purposes or processing except that Landlord may not sell this sand to any party or person.
17. **SAND WASHING.** Tenant shall have the right to wash and screen sand if feasible in the future.
18. **SURFACE RIGHTS OF TENANT.** Tenant may clear brush and undergrowth from such portions of the Property as may be reasonably necessary to explore for materials or to locate pits, quarries, roads, and stockpile areas. Tenant shall have the right to make use of all roadways presently existing on the Property, and shall have the further right to build such additional roads as may be necessary for the production and removal of materials hereunder. In building such roads, Tenant may use materials from the Property, and Tenant shall not be required to pay royalties to Landlord for materials so used. In addition tenant may erect a plant or plants on the Property, if it should so desire, to process materials thereon. Tenant may also erect such buildings and install such machinery and equipment, including but not limited to wells, scales, as may be useful in connection with its operations hereunder. Tenant shall retain title to all structures and equipment hereafter placed or erected on the Property by Tenant.
19. **PROTECTION AND RESTORATION OF SURFACE.** At the termination of this Lease or any extension or renewal thereof the Tenant shall be obligated to remove all structures and equipment located on the

Property, provided, however, that Tenant shall be allowed one (1) year from the date of termination of this Lease or any extension or renewal thereof to remove any or all structures or equipment. At the termination of this Lease or any extension or renewal thereof the tenant shall remove all trash, junk, and/or salvage located on the Property and shall leave the land surface of the Property in a reasonably level condition. Landlord and Tenant agree that, for purposes of this paragraph, a reasonably level land surface would be such that a farm tractor would be able to ride across the surface area. The provisions of this paragraph shall survive any termination of this Lease.

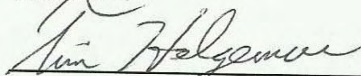
20. **USE AND CONDITION OF PREMISES.** Tenant may subcontract all mining operations of the Property.
21. **RIGHT OF FIRST REFUSAL.** Landlord agrees and hereby grants to Tenant the right of first refusal to purchase the Property (hereinafter "Right of First Refusal") as long as Tenant is not in default under this lease. Under this Right of First Refusal, any offer to purchase the property made by a third party during the term of this Lease or any extensions thereto, shall be first communicated to Tenant in writing. Tenant shall have the option to purchase at the same price and upon the same terms of said offer. Said refusal or exercise of option by Tenant shall be made within thirty (30) days from when written notice received from Landlord.
22. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provisions shall be deemed to be written, constructed and enforced as so limited.
23. **ASSIGNABILITY.** Tenant may assign its rights under this Lease.
24. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
25. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
26. **Setbacks.** 100 foot set back from all buildings, well, and septic. In the event they are to be removed Landlord and Tenant must agree on set price.

LANDLORD:



Errol Doerr

TENANT:



River Valley Sand, LLC

Lease Agreement

THIS LEASE AGREEMENT, ("the Agreement") is entered into this 15 day of April, 2013 by Gregory & Diane Weber, ("Landlord") whose address for the purpose of this lease is 5929 County Rd BB., Independence, WI 54747 and **River Valley Sands, LLC**, ("Tenant"), whose address for the purpose of this lease is 16087 Henry Dr., Utica, MN 55979.

PREMISES AND TERM. The landlord, in consideration of the rent, agreements, and conditions contained herein, leases to the Tenant and Tenant leases from Landlord, the following described real estate in Buffalo County, Wisconsin:

In the Section 23, NW of the NW and SW of the NW; T.23N.-R.10W
A road running parallel to the East boundary a width of 40 ft from the property line subject to county setbacks for ingress and egress to construct a conveyer for transportation of sand.

for a term commencing April 15, 2013 and ending April 15, 2033.

1. **ROYALTIES.** Landlord shall be paid at the rate of _____ per ton for acceptable grade frac sand weighed that was moved through said leased land. Said material shall be weighed across a scale provided. Sand to be weighed at mine site scale and to be paid for within 30 days.
2. **POSSESSION.** Tenant shall be entitled to possession on the commencement date, and shall yield possession to the Landlord upon expiration of this Agreement. Landlord shall have the absolute right to continue to complete hunting, cropping and farming activities on the portion of the premises and is backed by tenant.
3. **USE AND CONDITION OF PREMISES.**
 - (a) Tenant intends to utilize the Premises to move sand to be used by Tenant for commercial purposes.
 - (b) Tenant will maintain a "good neighbor policy" with adjacent property owners.
 - (c) Tenant may sub-contract, assign, or sub-lease all or any part of the Premises in a manner that is compatible with Tenant's objectives. All provisions of this lease, including provisions relating to royalties and the business manner of Tenant shall apply to any

assignee, sub-contractor or sub-lessee so that no harm or distress is caused upon Landlord.

(d) Tenant will provide Landlord 90 days notice of Tenants intent to begin operations on the Premises.

(e) Landlord and Tenant will meet and agree upon any crop loss calculations and or timber loss calculations, prior to any activity that would result in crop loss or timber loss.

(f) Tenant will be responsible for reclamation pursuant to a reclamation plan approved by the governing body issuing the permit for Tenants mining activity.

4. **TERMINATION AND OPTION TO RENEW.** This lease shall terminate upon expiration of the original term; or if an option to renew is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.
5. **OPTION TO RENEW.** Tenant may renew this lease for an additional term of ten years by giving landlord a written notice of intent to renew at least thirty days prior to the expiration of the term that proceeds each such renewal term. Each renewal will be on the same terms and condition as the original term, except that no initial deposits will be paid for any renewal term. Royalties will continue to be paid as incurred by Tenant.
6. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease.
7. **REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises due in the amount at time of lease, any property tax increase due to the effects of the Tenant's presence on the property, including structures, roads, property values due to mining operations shall be paid by Tenant.
8. **INDEMNITY.** Except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
9. **ZONING.** Tenant's obligations under this Agreement are conditioned upon Tenant obtaining any zoning or other governmental approvals

required to permit the use set forth in paragraph 5 above on or before the commencement date of this Agreement. Said approvals include, but are not limited to, and permits or approvals required by the Wisconsin Department of Natural Resources, the United States Mine Safety and Health Administration, any county permits, and any mining plans and reclamation plans as may be required. Landlord agrees to assist and cooperate in obtaining any such approvals or permits and Tenant agrees that all plans for the Premises are subject to Landlord's approval.

10. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mailbox.
11. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.
12. **CONSTRUCTION.** Words or phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and a masculine, feminine or neuter gender according to the context.
13. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
14. **SURFACE RIGHTS OF TENANT.** Tenant may clear brush and undergrowth from such portions of the Property as may be reasonably necessary. In addition tenant may erect a conveyer or slurry on the Property, if it should so desire, to move materials thereon. Tenant shall

retain title to all structures and equipment hereafter placed or erected on the Property by Tenant.

15. **PROTECTION AND RESTORATION OF SURFACE.** At the termination of this Lease or any extension or renewal thereof the Tenant shall be obligated to remove all structures and equipment located on the Property, provided, however, that Tenant shall be allowed one (1) year from the date of termination of this Lease or any extension or renewal thereof to remove any or all structures or equipment. At the termination of this Lease or any extension or renewal thereof the tenant shall remove all trash, junk, and/or salvage located on the Property and shall leave the land surface of the Property in a reasonably level condition. Landlord and Tenant agree that, for purposes of this paragraph, a reasonably level land surface would be such that a farm tractor would be able to ride across the surface area. The provisions of this paragraph shall survive any termination of this Lease.
16. **USE AND CONDITION OF PREMISES.** Tenant may subcontract all conveying operations of the Property.
17. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provisions shall be deemed to be written, constructed and enforced as so limited.
18. **ASSIGNABILITY.** Tenant may assign its rights under this Lease.
19. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
20. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
21. **Realease of Buffer Zone.** John & Susan M. Birtzer and Gregory & Diane Weber agree to release Buffer Zone from property line between Section 15 and 22 in T.23N.-R.10W. Per Buffalo County Nonmetallic Mining Policy and Procedure were two mines meet at a property boundary no buffer zone is required with land owners agreement.

LANDLORD:

Gregory Weber
Gregory Weber

Diane Weber
Diane Weber

TENANT:

Tim Helgeson
River Valley Sand, LLC

Buffer Zone Land Owner:

John Birtzer
John Birtzer

Susan M. Birtzer
Susan M. Birtzer

Lease Agreement

THIS LEASE AGREEMENT, ("the Agreement") is entered into this 10 day of April, 2013 by James J. and Amy S. Ellis, ("Landlord") whose address for the purpose of this lease is S1622 County Road CC., Independence, WI 54747 and **River Valley Sands, LLC**, ("Tenant"), whose address for the purpose of this lease is 16087 Henry Dr., Utica, MN 55979.

PREMISES AND TERM. The landlord, in consideration of the rent, agreements, and conditions contained herein, leases to the Tenant and Tenant leases from Landlord, the following described real estate in Buffalo County, Wisconsin:

In the Section 22, NW of the SE, NE of the SE, and SW of SE ; T23N.-R.10W
A road running parallel to the South boundary a width of 40 ft from the property line subject to county setbacks for ingress and egress to construct a conveyer for transportation of sand.

for a term commencing April 10, 2013 and ending April 10, 2033.

1. **ROYALTIES.** Landlord shall be paid at the rate _____ r ton for acceptable grade frac sand weighed that was moved through said leased land. Said material shall be weighed across a scale provided. Sand to be weighed at mine site scale and to be paid for with in 30 days.
2. **POSSESSION.** Tenant shall be entitled to possession on the commencement date, and shall yield possession to the Landlord upon expiration of this Agreement. Landlord shall have the absolute right to continue to complete hunting, cropping and farming activities on the portion of the premises and is backed by tenant.
3. **USE AND CONDITION OF PREMISES.**
 - (a) Tenant intends to utilize the Premises to move sand to be used by Tenant for commercial purposes.
 - (b) Tenant will maintain a "good neighbor policy" with adjacent property owners.
 - (c) Tenant may sub-contract, assign, or sub-lease all or any part of the Premises in a manner that is compatible with Tenant's objectives. All provisions of this lease, including provisions relating to royalties and the business manner of Tenant shall apply to any

assignee, sub-contractor or sub-lessee so that no harm or distress is caused upon Landlord.

(d) Tenant will provide Landlord 90 days notice of Tenants intent to begin operations on the Premises.

(e) Landlord and Tenant will meet and agree upon any crop loss calculations and or timber loss calculations, prior to any activity that would result in crop loss or timber loss.

(f) Tenant will be responsible for reclamation pursuant to a reclamation plan approved by the governing body issuing the permit for Tenants mining activity.

4. **TERMINATION AND OPTION TO RENEW.** This lease shall terminate upon expiration of the original term; or if an option to renew is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.
5. **OPTION TO RENEW.** Tenant may renew this lease for an additional term of ten years by giving landlord a written notice of intent to renew at least thirty days prior to the expiration of the term that proceeds each such renewal term. Each renewal will be on the same terms and condition as the original term, except that no initial deposits will be paid for any renewal term. Royalties will continue to be paid as incurred by Tenant.
6. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease.
7. **REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises due in the amount at time of lease, any property tax increase due to the effects of the Tenant's presence on the property, including structures, roads, property values due to mining operations shall be paid by Tenant.
8. **INDEMNITY.** Except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
9. **ZONING.** Tenant's obligations under this Agreement are conditioned upon Tenant obtaining any zoning or other governmental approvals

required to permit the use set forth in paragraph 5 above on or before the commencement date of this Agreement. Said approvals include, but are not limited to, and permits or approvals required by the Wisconsin Department of Natural Resources, the United States Mine Safety and Health Administration, any county permits, and any mining plans and reclamation plans as may be required. Landlord agrees to assist and cooperate in obtaining any such approvals or permits and Tenant agrees that all plans for the Premises are subject to Landlord's approval.

10. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mailbox.
11. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.
12. **CONSTRUCTION.** Words or phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and a masculine, feminine or neuter gender according to the context.
13. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
14. **SURFACE RIGHTS OF TENANT.** Tenant may clear brush and undergrowth from such portions of the Property as may be reasonably necessary. Tenant shall have the right to make use of all roadways presently existing on the Property. Tenant may construct a road in the leased area to construct a conveyer or move material. In addition tenant

may erect a conveyer or slury on the Property, if it should so desire, to move materials thereon. Tenant shall retain title to all structures and equipment hereafter placed or erected on the Property by Tenant.

15. **PROTECTION AND RESTORATION OF SURFACE.** At the termination of this Lease or any extension or renewal thereof the Tenant shall be obligated to remove all structures and equipment located on the Property, provided, however, that Tenant shall be allowed one (1) year from the date of termination of this Lease or any extension or renewal thereof to remove any or all structures or equipment. At the termination of this Lease or any extension or renewal thereof the tenant shall remove all trash, junk, and/or salvage located on the Property and shall leave the land surface of the Property in a reasonably level condition. Landlord and Tenant agree that, for purposes of this paragraph, a reasonably level land surface would be such that a farm tractor would be able to ride across the surface area. The provisions of this paragraph shall survive any termination of this Lease.

16. **USE AND CONDITION OF PREMISES.** Tenant may subcontract all conveying operations of the Property.

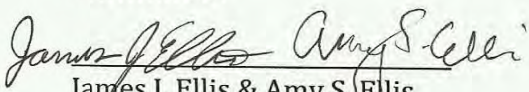
17. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provisions shall be deemed to be written, constructed and enforced as so limited.

18. **ASSIGNABILITY.** Tenant may assign its rights under this Lease.

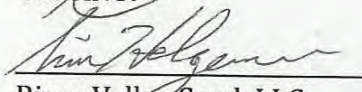
19. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

20. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

LANDLORD:


James J. Ellis & Amy S. Ellis

TENANT:


River Valley Sand, LLC

Appendix B

Soils Information



United States
Department of
Agriculture



NRCS

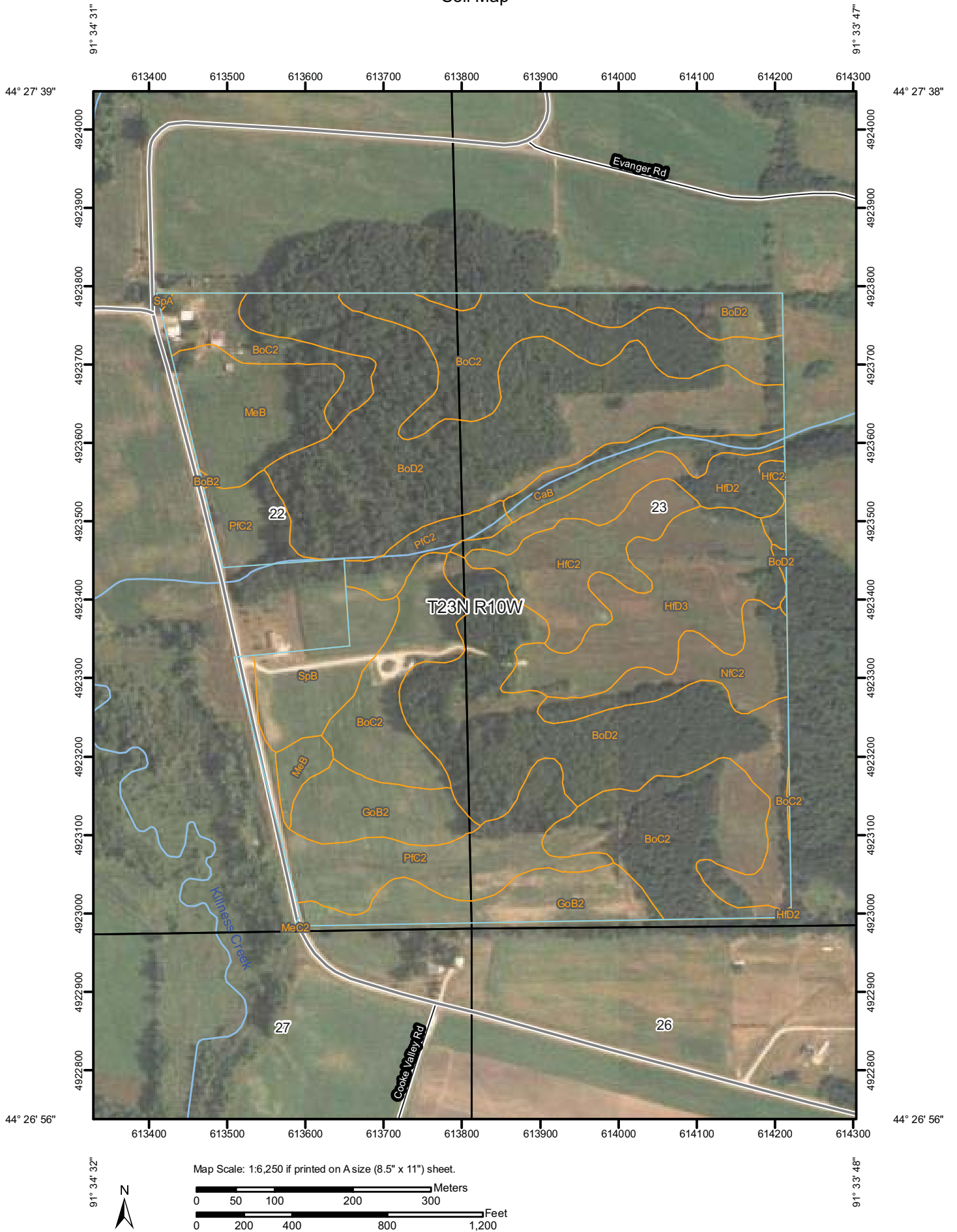
Natural
Resources
Conservation
Service

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**




Custom Soil Resource Report Soil Map



Custom Soil Resource Report

MAP LEGEND






















Area of Interest (AOI)


 Area of Interest (AOI)

Soils

 Soil Map Units

Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot

 Very Stony Spot




 Wet Spot

 Other


Special Line Features

-  Gully
-  Short Steep Slope
-  Other






Political Features

-  Cities
-  PLSS Township and Range
-  PLSS Section

Water Features

-  Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

MAP INFORMATION

Map Scale: 1:6,260 if printed on A size (8.5" × 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: UTM Zone 15N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Buffalo County, Wisconsin
Survey Area Data: Version 6, Sep 21, 2011

Date(s) aerial images were photographed: 7/14/2005; 7/13/2005

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Buffalo County, Wisconsin (WI011)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BoB2	Boone fine sand, 2 to 6 percent slopes, eroded	0.0	0.0%
BoC2	Boone fine sand, 6 to 12 percent slopes, eroded	27.8	20.3%
BoD2	Boone fine sand, 12 to 40 percent slopes, eroded	46.6	33.9%
CaB	Chaseburg silt loam, 2 to 6 percent slopes	2.9	2.1%
GoB2	Gotham loamy fine sand, 2 to 6 percent slopes, eroded	9.3	6.8%
HfC2	Hixton fine sandy loam, 6 to 12 percent slopes, moderately eroded	6.5	4.7%
HfD2	Hixton fine sandy loam, 12 to 20 percent slopes, moderately eroded	4.4	3.2%
HfD3	Hixton fine sandy loam, 12 to 20 percent slopes, severely eroded	10.2	7.5%
MeB	Meridian fine sandy loam, 2 to 6 percent slopes	7.5	5.4%
MeC2	Meridian fine sandy loam, 6 to 12 percent slopes, moderately eroded	0.0	0.0%
NfC2	Norden fine sandy loam, 6 to 12 percent slopes, moderately eroded	4.4	3.2%
PfC2	Plainfield loamy fine sand, 6 to 12 percent slopes, eroded	13.2	9.6%
SpA	Sparta loamy fine sand, 0 to 2 percent slopes	0.1	0.0%
SpB	Sparta loamy fine sand, 2 to 6 percent slopes	4.4	3.2%
Totals for Area of Interest		137.3	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 class rarely, if ever, can be mapped without including areas of other 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.



United States
Department of
Agriculture



NRCS

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**

River Valley Sands - North



Custom Soil Resource Report
Soil Map (River Valley Sands)



Map Unit Legend (River Valley Sands)

Buffalo County, Wisconsin (WI011)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BoD2	Boone fine sand, 12 to 40 percent slopes, eroded	2.9	1.5%
CaA	Chaseburg silt loam, 0 to 2 percent slopes	0.3	0.2%
CaB	Chaseburg silt loam, 2 to 6 percent slopes	5.5	2.8%
Es	Ettrick silt loam	2.3	1.2%
FaC2	Fayette silt loam, uplands, 6 to 12 percent slopes, moderately eroded	26.7	13.6%
FaD2	Fayette silt loam, uplands, 12 to 20 percent slopes, moderately	35.1	17.9%
FaE	Fayette silt loam, uplands, 20 to 30 percent slopes	2.7	1.4%
GaD2	Gale silt loam, 12 to 20 percent slopes, moderately eroded	5.4	2.8%
GaD3	Gale silt loam, 12 to 20 percent slopes, severely eroded	3.4	1.7%
GaE	Gale silt loam, 20 to 30 percent slopes	11.5	5.9%
GaE2	Gale silt loam, 20 to 30 percent slopes, moderately eroded	27.7	14.1%
GfC2	Norden silt loam, 6 to 12 percent slopes, moderately eroded	11.6	5.9%
HfD3	Hixton fine sandy loam, 12 to 20 percent slopes, severely eroded	0.6	0.3%
HtE	Hixton loam and Fine sandy loam, 20 to 30 percent slopes	5.8	3.0%
HtE2	Hixton loam and Fine sandy loam, 20 to 30 percent slopes, moderately eroded	17.4	8.9%
HtE3	Hixton loam and Fine sandy loam, 20 to 30 percent slopes, severely eroded	2.7	1.4%
HtF	Hixton loam and Fine sandy loam, 30 to 40 percent slopes	18.9	9.7%
HtF2	Hixton loam and Fine sandy loam, 30 to 40 percent slopes, moderately eroded	2.7	1.4%
JaB	Jackson silt loam, 2 to 6 percent slopes	2.2	1.1%
MeB2	Meridian fine sandy loam, 2 to 6 percent slopes, moderately eroded	0.0	0.0%
Ro	Rowley silt loam	3.6	1.8%
Sa	Sandy alluvial land, poorly drained	0.3	0.1%
Wa	Wallkill silt loam	6.5	3.3%
Totals for Area of Interest		195.9	100.0%



United States
Department of
Agriculture

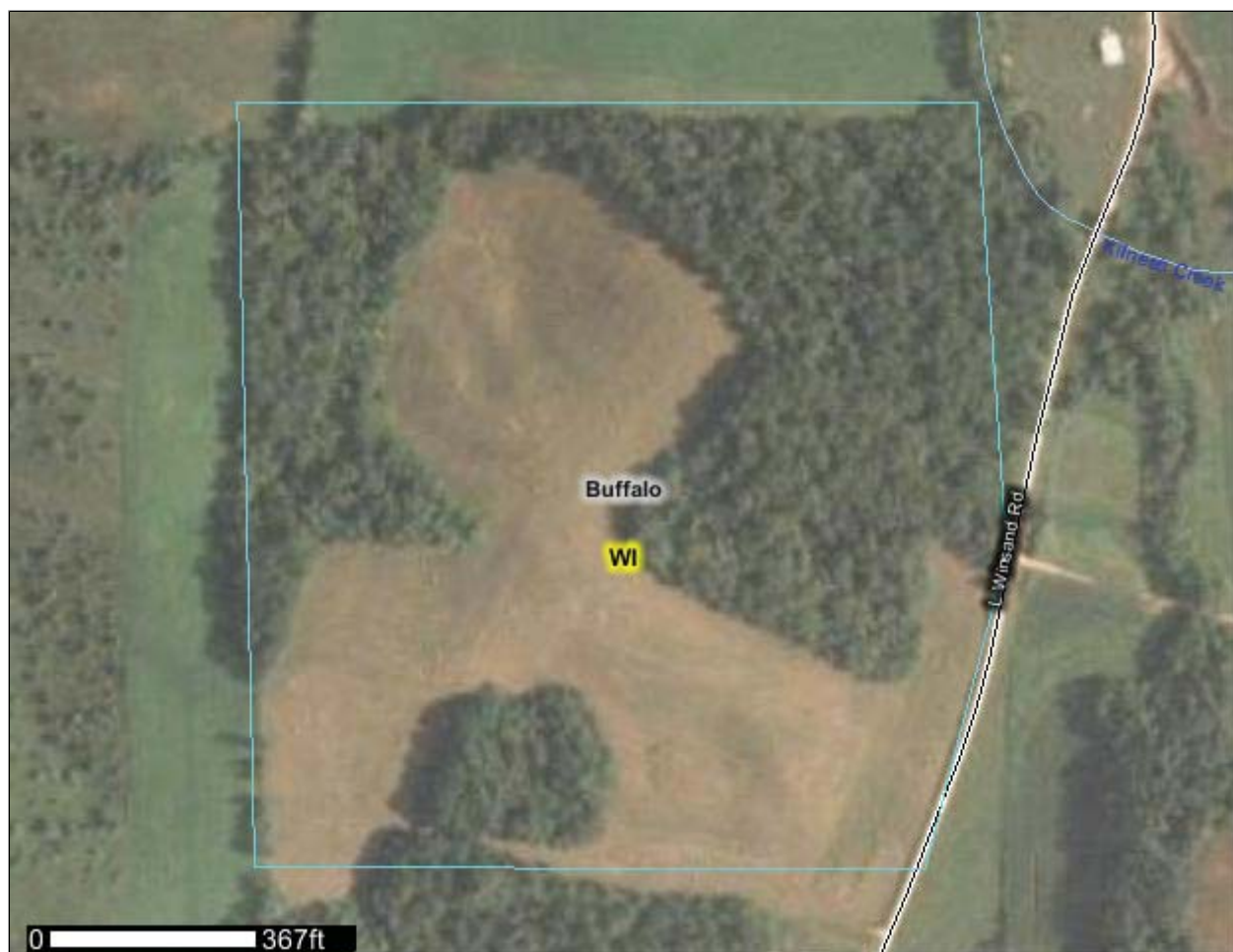


NRCS

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**



Custom Soil Resource Report
Soil Map



Map Unit Legend

Buffalo County, Wisconsin (WI011)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BoC2	Boone fine sand, 6 to 12 percent slopes, eroded	0.1	0.2%
BoD2	Boone fine sand, 12 to 40 percent slopes, eroded	4.5	11.4%
CaA	Chaseburg silt loam, 0 to 2 percent slopes	2.8	7.0%
FaC2	Fayette silt loam, uplands, 6 to 12 percent slopes, moderately eroded	1.3	3.2%
FaD	Fayette silt loam, uplands, 12 to 20 percent slopes	1.1	2.8%
FaD2	Fayette silt loam, uplands, 12 to 20 percent slopes, moderately	5.2	13.1%
FaD3	Fayette silt loam, uplands, 12 to 20 percent slopes, severely eroded	2.2	5.5%
FaE	Fayette silt loam, uplands, 20 to 30 percent slopes	1.5	3.7%
FaE2	Fayette silt loam, uplands, 20 to 30 percent slopes, moderately	10.7	27.0%
GaD2	Gale silt loam, 12 to 20 percent slopes, moderately eroded	1.0	2.6%
GaE	Gale silt loam, 20 to 30 percent slopes	4.0	10.0%
GaE2	Gale silt loam, 20 to 30 percent slopes, moderately eroded	2.3	5.9%
HtE2	Hixton loam and Fine sandy loam, 20 to 30 percent slopes, moderately eroded	0.7	1.8%
Lw	Loamy alluvial land	2.3	5.9%
Ro	Rowley silt loam	0.0	0.1%
Totals for Area of Interest		39.7	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 class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☐ Other ☒ sand mining

Page 1 of 4

Facility/Project Name Dale Powers Property			License/Permit/Monitoring Number 0000		Boring Number B-1
Boring Drilled By: Name of crew chief (first, last) and Firm Joe Black Midwest Engineering Services			Date Drilling Started 3/22/2012	Date Drilling Completed 3/22/2012	Drilling Method rotary (air or mud)
WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level 903.9 Feet MSL	Surface Elevation 994.0 Feet MSL	Borehole Diameter 4.0 inches
Local Grid Origin <input type="checkbox"/> (estimated: <input type="checkbox"/>) or Boring Location <input checked="" type="checkbox"/> State Plane 354,649 N, 635,689 E S/C/N SW 1/4 of SW 1/4 of Section 23, T 24 N, R 10 W			Local Grid Location Lat _____° _____' _____" _____" Long _____° _____' _____" _____" Feet <input type="checkbox"/> N <input type="checkbox"/> E Feet <input type="checkbox"/> S <input type="checkbox"/> W		
Facility ID		County Buffalo	County Code 6	Civil Town/City/ or Village Town of Dover	

Sample			Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties					RQD/ Comments
Number and Type	Length Att. & Recovered (in)	Compressive Strength								Moisture Content	Liquid Limit	Plasticity Index	P 200		
1 CU	60 60				TOPSOIL: Brown, CLAYEY SAND, some organics	SC									
			2		Brown, very fine grained SAND										
			4												
2 CU	60 60		6			SP									
			8												
3 CU	60 60		10												
			12												
			14		Brown-green, very fine grained, CLAYEY SAND	SC									
4 SS	24 18		16		Brown to tan, fine to medium grained SAND										
5 CU	36 36		18			SP									
			20												
6 SS	24 18		22		Brown to tan, fine to medium grained SANDSTONE	SP									Switched to air rotary at 22'
7 CU	36 36		24												

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature <i>Danell Reed</i>	Firm SEH Inc	421 Frenette Drive Chippewa Falls, WI 54729 www.sehinc.com	Tel: 715.720.6200 Fax: 715.720.6300
------------------------------	---------------------	--	--

This form is authorized by Chapters 281, 283, 289, 291, 292, 293, 295, and 299, Wis. Stats. Completion of this form is mandatory. Failure to file this form may result in forfeiture of between \$10 and \$25,000, or imprisonment for up to one year, depending on the program and conduct involved. Personally identifiable information on this form is not intended to be used for any other purpose. NOTE: See instructions for more information, including where the completed form should be sent.

Boring Number		B-1		Use only as an attachment to Form 4400-122.										Page 2 of 4	
Sample		Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	USCS	Graphic Log	Well Diagram	PID/FID	Soil Properties					RQD/ Comments	
Number and Type	Length Att. & Recovered (in)								Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200		
8 CU	60 60		26	Brown to tan, fine to medium grained SANDSTONE	SP										
			28												
			30												
9 CU	60 60		32												
			34												
10 CU	60 60		36												
			38												
			40												
11 CU	60 60		42												
			44												
12 CU	60 60		46												
			48												
13 CU	60 60		50												
			52												
			54												
14 CU	60 60		56												
			58												
			60												
15 CU	60 60		62												
			64												







[illegible]

[illegible]

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☐ Other ☒ sand mining

Page 1 of 3

Facility/Project Name Dale Powers Property			License/Permit/Monitoring Number 0000		Boring Number B-2
Boring Drilled By: Name of crew chief (first, last) and Firm Joe Black Midwest Engineering Services			Date Drilling Started 3/23/2012	Date Drilling Completed 3/23/2012	Drilling Method rotary (air or mud)
WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level Feet MSL	Surface Elevation 987.1 Feet MSL	Borehole Diameter 4.0 inches
Local Grid Origin <input type="checkbox"/> (estimated: <input type="checkbox"/>) or Boring Location <input checked="" type="checkbox"/> State Plane 356,179 N, 635,610 E S/C/N NW 1/4 of SW 1/4 of Section 23, T 24 N, R 10 W			Local Grid Location Lat ° ' " Long ° ' " Feet <input type="checkbox"/> N <input type="checkbox"/> E Feet <input type="checkbox"/> S <input type="checkbox"/> W		
Facility ID		County Buffalo	County Code 6	Civil Town/City/ or Village Town of Dover	

Sample			Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties						RQD/ Comments
Number and Type	Length Att. & Recovered (in)	Compressive Strength								Moisture Content	Liquid Limit	Plasticity Index	P 200			
1 CU	60 60				TOPSOIL: Brown, CLAYEY SAND, some organics	SC										
			2		Brown-green, very fine grained, CLAYEY SAND	SC										
2 CU	60 60		6		Tan, fine to medium grained SAND	SP										
3 SS	24 18		10		Brown to tan, fine grained CLAYEY SAND	SC										
4 CU	36 36		12		Brown to tan, fine to medium grained SAND	SP										
5 SS	24 18		16		Brown to tan, fine to medium grained SANDSTONE	SP										
6 CU	36 36		18													
7 CU	60 60		20													
			22													
			24													

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature Daniel Reed	Firm SEH Inc	421 Frenette Drive Chippewa Falls, WI 54729 www.sehinc.com	Tel: 715.720.6200 Fax: 715.720.6300
------------------------------	---------------------	--	--

This form is authorized by Chapters 281, 283, 289, 291, 292, 293, 295, and 299, Wis. Stats. Completion of this form is mandatory. Failure to file this form may result in forfeiture of between \$10 and \$25,000, or imprisonment for up to one year, depending on the program and conduct involved. Personally identifiable information on this form is not intended to be used for any other purpose. NOTE: See instructions for more information, including where the completed form should be sent.

Page 2 of 3

[illegible]

[illegible]

Figure 4, "Cross Section - Sieve Results"
Dale Powers Property, Buffalo County, Wisconsin



No Horizontal scale
Approx. Vert Scale = 5 feet per cell

- 82.8 = exceeds 70% cum retained on No. 70 sieve
- 43.8 = exceeds 25% cum retained on No. 40 sieve
- 987.1 = Ground Elevation (feet MSL)
- 903.9 = Approx. groundwater elevation (feet MSL)