

TOWN ROADS UPGRADE AND
MAINTENANCE AGREEMENT

This Highway Upgrade and Maintenance Agreement ("Agreement") is made and entered into this 10th day of APRil, 2012, by and between the Town of Dovre, Barron County, Wisconsin ("Town") and Great Northern Sand LLC ("GNS").

WHEREAS, GNS is in the business of mining silica sand, and is in the process of siting a non-metallic mine (the "Project") in the Town, and has submitted an application for a Non-metallic Mining Reclamation Permit for the Project to Barron County in accordance with the Non-metallic Mining Reclamation Ordinance of the County and Wis. Adm. Code Ch. NR 135; and

WHEREAS, the Parties desire to address certain issues relating to the highway owned and maintained by the Town (collectively, "Town Roads") over which it will be necessary for GNS to, among other things, transport heavy equipment and silica sand, which may in certain cases be in excess of the design limits of the Town Roads, and both parties acknowledge that certain of the Town Roads may not be constructed to withstand the frequency and weight of shipments necessary for GNS to transport its products and equipment; and

WHEREAS, §349.16(1) (c), Wis. Stats., authorizes the Town Board to enter into an agreement on behalf of the Town with any owner or operator of any vehicle being operated on a highway maintained by the Town that provides the Town will be reimbursed for any damage done to the highway; and

WHEREAS, GNS and the Town wish to set forth their understanding and agreement as to the highway issue relating to use of Town Roads pertaining to the construction, development, operation, maintenance, and reclamation of the Project.

NOW, THEREFORE, THIS AGREEMENT:

Section 1. Designated Haul Roads; Project Designation.

- A. For the term of this Agreement, GNS will make use of the Town Roads which includes 26th street, 2nd avenue (from the intersection of 26th street west to 25½ street), and 25½ street (from the intersection of 2nd avenue north to County Highway AA), designated in Exhibit "B", for trucks hauling non-metallic minerals from, empty hauling trucks returning to, and trucks hauling materials and supplies to the Project Site. No other or further Town Roads shall be used by GNS except for incidental use, emergency use, or use authorized pursuant to an amendment to this Agreement.
- B. The Project, which consists of a non-metallic mine, to which this Agreement applies is located on the land whose legal description(s) are set forth in Exhibit "A".

Section 2. Terms of Agreement.

This agreement shall commence upon the date indicated above (the "Effective Date") and shall continue in full force and effect until GNS's Non-metallic Mining Reclamation Permit for the Project Site has expired, has been terminated, or until GNS has fully discontinued its construction, development, operation, maintenance, and reclamation of the Project and any and all transportation activities related thereto on the Roads listed on Exhibit B, whichever occurs later.

GNS shall notify the Town in writing at least three weeks before first commercially hauling materials on those Roads described in Exhibit B. Said notice shall trigger the assessment of Town Roads required under §3, below. Said assessment shall evaluate the existing condition of that Haul Route to establish a baseline for assessing damage that GNS's hauling operation might cause. The process of surveying the route will incorporate, but is not limited to, PASER rating logs, video recording, soil borings, and structure evaluations. The Town, GNS, or their representative may be present for the road survey.

In the event that the survey reveals a need prior to engaging in an upgrade, for immediate repairs or improvements, temporary measures shall be taken at the expense of GNS to make the haul roads safe for public travel and/or more resistant to damage from GNS's hauling activities pending finalization of a plan to improve the road in question to the standards required under Section 3.

Should GNS seek to have permitted, open develop, operate, and reclaim another non-metallic mining site beyond the Project described in Exhibit "A", haul trucks from which shall use the Haul Route specified in this Agreement, prior to commencing development thereof, the impacts upon safety of use of the Haul Route, road conditions and access to and from the road shall be reviewed and shall be made subject to this Agreement. Necessary road improvements shall be constructed by GNS to facilitate such additional hauling traffic.

Section 3. GNS Duties.

GNS, in respect to the Project constructed, developed, operated, maintained, and reclaimed by it, acknowledges and agrees the Project may require the Town to undertake the following activities in order to preserve Town Roads and that GNS shall be financially responsible for the costs of said activities to the extent provided for under the terms of this Agreement:

- A. The cost of upgrading pavement sections on Town Roads to a design standard as directed by the WIDOT, Facilities Development Manual, Section 11-40, or Section 4, below, whichever is more stringent, to safety and efficiently haul products and equipment that are necessary for the Project; including improvements at entrances, intersections, and to the typical cross-section. Geometric improvements shall also include any improvements to Structures and Culverts necessary to accommodate the increased traffic from the Project.

- B. The cost for providing Engineering Plans for all improvements needed under Section 2.A., above, including any right-of-way needed, shall be defrayed by GNS.
- C. GNS shall be responsible for all exceptional maintenance costs, above normal maintenance requirements, that are attributable to damage to Town Roads from the hauling of products and equipment related to the Project. Said maintenance cost may occur either before or after any of the improvements to Town Roads indicated in Sections 2.A. and 2.B., above, are made. The Town shall inform GNS if it has a good faith basis to believe any exceptional maintenance costs become necessary and provide a good faith estimate of costs to GNS prior to commencing work.
- D. Prior to starting work indicated in Sections 2.A and 2.B., above, GNS shall make a payment to the Town for the cost estimate agreed to by both parties for the improvements indicated in Sections 2.A., and 2.B., above, to the Haul Route. The cost estimate shall be attached hereto and labeled Exhibit D. Based on the construction plans provided by GNS and the cost estimate agreed upon by both parties, the payment amount shall be in an amount estimated to be sufficient: for the Town to make needed improvements to the Haul Route. Notwithstanding the above, GNS acknowledges that conditions may be encountered or additional requirements imposed by the WIDOT or other regulatory agency that require additional work by the Town and that the cost of all additional work is the responsibility of GNS.

Section 4. Haul Route Upgrade.

During the first construction season following the date of this Agreement, the Town shall, subject to payment by GNS for the same, bid out the partial or total rebuilding of the Haul Route to cause it to consist of a paved surface width of 24 feet, shoulders of 2 foot on either side of the paved surface, be constructed for year-round use, using Wisconsin State DOT Standards for Grade and Curvatures. During such reconstruction, the Town may request the use of the specified alternative route for hauling traffic.

Section 5. Road Upgrades and Road Account.

GNS shall hire a consulting firm experienced with Wisconsin road structure and weather conditions, approved by the Town, to perform an independent engineering assessment of required upgrades of the designated Town Roads to withstanding the hauling of products and equipment that are necessary for the Project and to accommodate the traffic GNS has indicated the Project will be anticipated to generate, and such replacement, repair, and maintenance of the designated Town Roads to the extent that damages, wear and tear, or shortened expected lifespan of Town Roads are caused by GNS or GNS's Representatives. Upon execution of this Agreement, the Town and GNS will develop a plan to upgrade Town Roads in accordance with the Assessment and in accord with the standards set forth in Section 4, and the Town will solicit bids for such upgrades.

GNS will make a payment to the Town for the cost of such upgrade which will be deposited by the Town into a segregated account ("Road Account"). If actual cost of such upgrade is less than estimated, any unused funds in the Road Account will be transferred into the Maintenance Account described in Section 6 of this Agreement. If actual costs of the upgrade exceed the amount in the Road Account, the Town will bill GNS for the additional costs and GNS will pay the same within 30 days of receipt of the billing.

Section 6. Maintenance Account.

Within three business days of GNS being granted a Barron County Reclamation Permit for the Project, GNS will pay the sum of \$50,000.00 to the Town which will be deposited by the Town into a segregated account for maintenance of the Town Roads ("Maintenance Account"). Any unused funds in the Road Account, as described in Section 5 of this Agreement, will be transferred to the Maintenance Account. After completion of the upgrade described in Section 5, and as frequently as once per year thereafter, the Town may request a joint engineering re-inspection of the Town Roads, paid for by GNS, to determine the extent that any damages, wear and tear, or shortened expected lifespan of the Town Roads are caused by GNS or Operator's Representatives, and the necessity of and anticipated costs of necessary replacements, repairs, and maintenance thereto. In the event that the inspection reveals the need for reconstruction of the road within the following three (3) year period; GNS and the Town will negotiate an agreement to assure financing of the road repair plan. After each inspection, the Town will solicit bids for work necessary to repair the Town Roads. The cost of such repairs shall be paid from the Maintenance Account. If the cost of repair exceeds the balance in the Maintenance Account, GNS shall pay its share of such costs within thirty days of completion of the work and receipt of statement or invoice from the Town. GNS shall deposit additional funds on an annual basis as required to a balance of not less than \$50,000.00 in the Maintenance Account. Upon expiration of this Agreement, any remaining funds in Maintenance Account will be returned by the Town to GNS within 30 days of the expiration.

Section 7. Exceptional Maintenance Cost.

GNS shall be responsible for all exceptional maintenance costs, above normal maintenance costs, that are attributable to damage to Town Roads from the hauling of products and equipment related to the Project. Said maintenance costs may occur either before or after any of the improvements to the Town Roads indicated in Section 4, above, are made. The Town shall inform GNS if it has a good faith basis to believe any exceptional maintenance costs become necessary and provide a good faith estimate of costs to GNS prior to commencing work. Reimbursement for costs under this section shall be paid from the Maintenance Account described in Section 6 of this Agreement. The Town understands that due to safety reasons, GNS requires a 'bare road' plowing policy during winter months. GNS understands that the town will attempt to maintain the bare road policy, weather permitting. GNS agrees that the additional cost to the Town of plowing, sanding, and salting the Haul Route shall be billed directly to GNS on a monthly basis, with the Town reimbursing itself from the Maintenance Fund. To enable the Town the ability to perform such maintenance, GNS agrees to construct a salt storage shed at the Town Maintenance Shop.

Section 8. Subsequent Road Upgrades.

- A. The road upgrades provided for in Section 3 and 4 have an anticipated life of ten (10) years. Re-inspections shall be made by a mutually agreed-upon engineer at the end of each ten (10) year interval of this Agreement to determine the need for additional upgrades of the designated haul roads over and above the beneficial effects of ordinary maintenance and the process established in Section 4 will be used and GNS shall make payments into the Road Account as necessary for that purpose.
- B. At the end of the term of this Agreement, GNS shall leave the haul route in at least the same condition as which it was in at the onset of this Agreement as determined in accord with the survey under Section 2.

Section 9. Exclusive Use of Funds.

Town agrees to exclusively use any payments received from GNS for road upgrades under this Agreement on Town Roads used as haul routes by GNS and GNS's Representatives.

Town agrees that if other Silica Sand Mining projects or heavy traffic users propose to use the Roads listed in Exhibit B that Town will make a good faith effort to enter into agreements with such parties similar to this Agreement such that the respective parties are responsible for their appropriate pro rata share of road upgrade and maintenance expenses, including those expenses already incurred by GNS as a result of this Agreement.

Section 10. Access Points to Town Roads.

At its sole expense GNS will have a third party engineering study completed by an engineer agreed to by the Town to design access points from Town Roads to the Project Property and will submit the study to the Town. The location of access points shall be subject to the Town's approval, which approval shall not be unreasonably withheld, giving consideration to applicable State standards, sight distances, drainage issues, and proximity to other access points, as determined in accordance with accepted engineering practices.

Section 11. Haul Roads to Remain Open: Exceptions.

Subject to the exceptions described below, the Town will keep those Town Roads listed on the attached Exhibit B (Haul Route) of this Agreement open to GNS to haul products and equipment related to the Project for the entire term of this Agreement, for all vehicles meeting statutory requirements for weight, width, height, and length. The Town shall retain the right and its authority to establish and set traffic speed limits in accordance with generally accepted highway standards and safety practices.

- A. Exceptions to this shall include the following:
- (1) Where, due to natural disasters, the effects or impacts of winter weather or other causes outside of the control of the Town, despite the performance by it of general maintenance of the road or roads, the road becomes impassable or unsafe for travel in the opinion of the Town.
 - (2) Where all or a portion of the Haul Route has been discontinued as a Town Road pursuant to §66.1003, Wis. Stats., provided that in the process the Project has not been landlocked and is directly accessible to another public Road.
 - (3) Where the Haul Route or part thereof is temporarily closed due to scheduled or unscheduled maintenance or repairs.
- B. In the event of a temporary closing of all or part of the Haul Route, the Town will provide GNS with an alternate Haul Route.

Section 12. Use of Town Roads Restricted.

GNS agrees to restrict its motor vehicle and heavy equipment traffic to the Town Roads identified in Exhibit B. Under no circumstances, without first obtaining the approval of the Town Board charged with their operation, maintenance, and repair, shall GNS use other Town Roads for any purpose associated with the construction, development, maintenance, or reclamation of the Project Site.

Section 13. Incidental Use.

The Parties recognize that Project traffic may, either through mistake or with the consent of the Town, use Town Roads other than those listed on Exhibit B of this Agreement. Repairs for damage caused by GNS during such mistaken or permitted use shall be treated as exceptional maintenance under Section 7, above.

Section 14. Use of County Highways Subject to Separate Agreement.

Nothing in this Agreement shall be construed to authorize GNS to make use of any Barron County roads for the purposes described in this Agreement. Such use shall be subject to separate agreement between GNS and the County.

Section 15. Hours of Hauling Operations.

In the event that any or all portions of the Haul Route are used by school buses to pick up or drop off students on the route, GNS agrees that it shall limit its operation of haul trucks and heavy equipment on Town Roads during scheduled school years for the time period every morning and every afternoon when school buses are on the road. Outside of scheduled school years, GNS may haul during the first year at all times, Monday through Saturday, between the hours of 6:00 a.m. and 6:00 p.m. During the second and subsequent years; GNS may haul during all times, Monday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. and Saturdays, between the hours of 12:00 p.m. and 4:00 p.m. GNS will not haul on the following holidays: New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. At the time of execution of this Agreement, no school bus use is made of the Haul Route. If that changes, the Town will notify GNS of the need to modify its Monday to Friday haul schedule and volumes.

Section 16. Operation Practice

GNS agrees it will use its best efforts to ensure that it adheres to the following operating practices:

- A. Trucks shall be covered to minimize dust;
- B. Trucks shall not use compression release engine brakes, commonly known as Jake Brakes; and
- C. Trucks shall adhere to all posted speed limits.

Said agreements shall bind GNS whether or not the Town has adopted ordinances relating to the subject matter hereof.

Section 17. Estimated Number of Trucks/Weight of Hauling.

GNS estimates that a maximum of 312 loaded and unloaded haul trucks per day will travel each way to and from the Project Site, for a total of 26 round trips per hour. GNS anticipates a decrease in the total round trips per hour during the winter months. Based on projected mining conditions and processing plant efficiencies, GNS anticipates the annual volume of raw material transferred from the mine site to the processing site to be 1.4 million tons. Maximum weight shall not exceed legal standards. In the event of a proposal for a substantial deviation from either the volume or weight of hauling, GNS agrees to confer with the Town in good faith as to possible modifications to this Agreement or as to further road upgrade required as a result thereof.

Section 18. Scaling of Trucks: Weight Limitations.

GNS agrees that each truck shall be weighed at the mine or processing site scales in its state and that all weight slips shall be kept by it for a period of three (3) years and shall be provided to the Town after the end of each calendar month of operation. An Empty Tare Weight shall be obtained on each truck weekly. No trucks shall be operated on Town Roads in excess of statutorily permitted weight limits under Ch. 348, Wis. Stats.

Section 19. Indemnification/Hold Harmless and Liability Insurance Provisions.

A. Indemnification by GNS

GNS hereby releases and agrees to indemnify and hold harmless the Town and its respective officers, employees, and agents, and their respective heirs, executors, administrators, successors, and assigns (hereinafter collectively "Town Releasees") from any and all third party actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against Town Releasees arising out of or related to the performance by GNS of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, GNS hereby releases Town Releasees and agrees to indemnify and hold harmless Town Releasees from any and all third party actions, causes or action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death, or property damage arising out of the use by GNS of any Town Road subject to this Agreement.

(1) Limitation of Liability. In no event shall the Town or any of its officers, agents, or employees be liable (in contract or in tort, involving negligence, strict liability or otherwise) to any other party or their contractors, suppliers, employees, members, and shareholders for indirect, incidental, consequential, or punitive damages resulting from the performance, non-performance, or delay in performance under this Agreement.

(2) Required Insurance.

B. GNS shall procure and maintain throughout the term of this Agreement, Commercial General Liability insurance including bodily injury, property damage, and personal injury in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. GNS's coverage shall be primary and list the Town, its officers, officials, agents, and employees as additional insured.

GNS shall require all GNS Representatives under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the Town, its officers, officials, agents, and employees as additional insured. GNS shall provide the Town with certificate(s) of insurance showing the type, amount, the class of operations covered, effective dates, and expiration dates of the policy at the time of execution of this Agreement.

- C. In the event that GNS subcontracts functions related to the use of Town Roads by haul trucks to third party agents, it shall be the responsibility of GNS to either assure the Town that its insurance coverage applies to such use so that its contract agents carry insurance of the type and amount used in B, above, designating the Town, its officers employees, and agents as named insured.

Section 20.

- A. Projects: During the term of this Agreement, the Town and GNS shall meet at least yearly, or as needed to discuss Town Road upgrade and maintenance schedules. The Town agrees to keep those Town Roads specified in Exhibit B open to Project traffic during Town Road upgrade and maintenance activities, except that the Town may temporarily close any of the Town Roads specified in Exhibit B for replacement of a culvert, structure or due to an emergency, in which event the Town will provide a temporary alternate Haul Route. Maintenance required so as to render a temporary Haul Route capable of accommodating haul trucks will be reimbursed from the Maintenance Account described in Section 6. Annual temporary seasonal weight limitations shall not apply to Haul Routes in Exhibit B but may be applied in the discretion of the Town to any alternate routes approved by Town.
- B. Emergency Actions. Notwithstanding the foregoing, in the event GNS has caused damage to Town Roads of a magnitude sufficiently great to create a hazard to the motoring public, which in the Town's opinion warrants an immediate repair or Town Road closing, the Town may unilaterally close those Town Road(s) affected and make or authorize repair, with the reasonable documented costs thereof paid for by GNS from Maintenance Account.

Section 21. Remedied and Enforcement.

Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions, or conditions of this Agreement by any party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to proceed to court for relief at law or equity including, but not limited, termination of this Agreement for substantial breaches.

The failure or refusal of GNS to remit required payments under this Agreement in a timely manner constitutes cause for the Town to immediately suspend haul truck operations until the payment has been made.

Section 22. Savings/Severability.

It is mutually agreed by the Parties that in the event any provision of this Agreement is determined by any court or law of competent jurisdiction to be unconstitutional, invalid, illegal, or unenforceable in any respect, it is the intention of the parties that such unconstitutionality, invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be constructed as if such unconstitutional, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 23. Entire Agreement.

This Agreement and the exhibits attached thereto constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation, or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof and is duly authorized and executed by the Parties hereto.

Section 24. Agent Designation.

GNS designates Denny Luke; it's Plant Manager, as Agent with primary responsibility for the performance of this Agreement. In the event this Agent is replaced by another for any reason, GNS will designate another Agent within seven (7) calendar days and provide notice to the Town of replacement pursuant to the procedure set forth in Section 23, below.

Section 25. Notices.

All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent via registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the address of the Parties Listed below. Notices shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipts.

For Town: LINDA REINOLT, Clerk
TOWN OF DOUVE
289 A 3 1/2 AVENUE
NEW AUBURN, WI 54757

For GNS: Robbie Sage
President
W11632 Whalen Rd.
Ettrick, WI 54627

Section 26. Assignability/Consent

"The Agreement shall be binding on the Parties hereto, their respective heirs, devisees, and successors. Except as otherwise provided herein, or except as may be hereafter determined by the Parties, GNS may not sell, assign, or transfer its interest in this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the Town. Whenever the consent or the approval of the Town is required herein, the Town shall not unreasonably withhold, delay, or deny such consent or approval.

Section 27. Force Majeure.

The performance of this Agreement shall be subject to events of force majeure. Events of force majeure shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government, or de facto government action (unless caused by acts of omissions of the Party), fires, explosions, rain, or other weather delays, floods, strikes, slowdowns, or work stoppages.

Section 28. Modification.

No modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. No evidence of any modification shall be offered or received in evidence in any proceeding arising between the Parties hereto out of or affecting this Agreement, or rights or obligations of the Parties hereunder, unless such modification is in writing and duly executed. The parties further agree that the provisions of this Section 26 will not be waived unless herein set forth.

Section 29. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 30. Choice of Law and Forum Selection.

This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be in the Circuit Court of Barron County.

Section 31. Default Termination.

In the event GNS shall default in any of the covenants, agreements, commitments, conditions, or obligations herein contained and any such default shall continue unremedied for a period of thirty (30) calendar days after written notice thereof to GNS, the Town may, at its option and in equity against GNS, including expressly the specific enforcement hereto, forthwith have the cumulative right to immediately terminate this Agreement and all rights of GNS under this Agreement.

Section 32. Waiver of Terms and Conditions.

The failure of the Town to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Section 33. Compliance with Applicable Laws.

GNS shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations, which in any manner affect the conduct or performance of GNS and its agents and employees of the terms and obligations under this Agreement.

Section 34. Cooperation.

The Parties agree to cooperate with each other in addressing any unforeseen or extraordinary events caused by GNS's activity that would result in significant impacts to the Town Roads. The parties further agree to cooperate with each other in addressing any unforeseen impact to GNS's ability to utilize the Haul Route or any alternative route provided for in this Agreement.

Section 35. GNS Responsible for Agents.

It shall be the duty of GNS under this Agreement to require of its contract haulers who operate haul trucks on Town roads on its behalf to comply with the terms and conditions of this Agreement applicable to hauling and the failure or refusal of GNS to do so shall constitute a breach of this Agreement.

Section 36. Definitions.

"Exceptional Maintenance" means road construction including, but not limited to, repaving, milling, pulverizing pavement and the adding of base course together with required redesign of highways for safety purposes or to meet State standards at the time of said redesign.

"General Maintenance" includes, but is not limited to, snow plowing, crack sealing, seal coating, shoulder work, and the brushing of rights-of-way.

"Haul Route" means the Town Road or Town Roads designated under this Agreement as being the exclusive route for hauling associated with respect to and from the Project Site.

"Hauling Trucks" means trucks used to haul materials, supplies, and equipment to and from the Project Site as well as filled and empty trucks used for the purpose of hauling non-metallic minerals away from the Project Site.

"NR 135 Reclamation" means the requirement for non-metallic mining operations to reclaim their mining sites, consistent with a permit granted under Wis. Adm. Code Ch. NR 135 and local regulations.

“Project” or “Project Site” means the legally-described parcel or parcels of land from which non-metallic minerals are being extracted, to be hauled on Town Roads pursuant to the terms of this Agreement.

“Representatives” shall mean those agents or third party service providers retained, hired or otherwise engaged by GNS to provide hauling services over Town Roads subject to this Agreement.

“Road Upgrade” includes both general maintenance and exceptional maintenance.

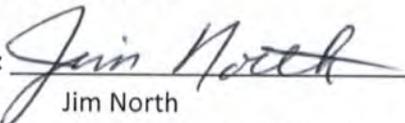
“Roads” shall mean Town Highway, as that term is used in Ch. 82, Wis. Stats.

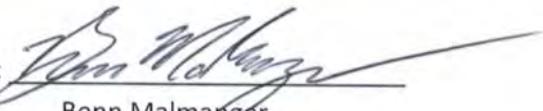
“Substantial Deviation” shall mean an increase in the number of hauling trucks in excess of 5% above the number of trucks per day specified in §17 of this Agreement.

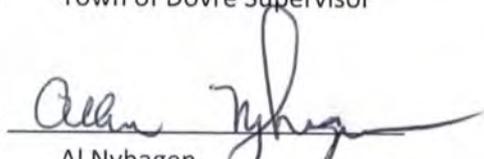
“WIDOT” means the Wisconsin Department of Transportation.

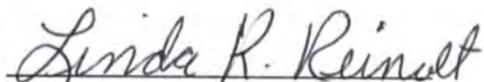
This Agreement, dated this 10th day of April, 2012.

TOWN OF DOVRE

By: 
Jim North
Its: Town of Dovre Chairperson

By: 
Benn Malmanger
Its: Town of Dovre Supervisor

By: 
Al Nyhagen
Its: Town of Dovre Supervisor

By: 
Linda Reinolt
Its: Town of Dovre Clerk

GREAT NORTHERN SAND LLC

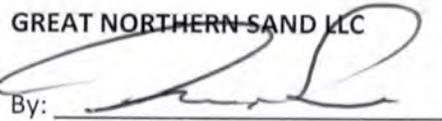
By: 
Robbie Sage
Its: GNS President

EXHIBIT "A"

Property description: E ½ - NE, N ½ - SE and part of SE-SE also known as Plat 16-1, Section 29; NE-NW, S ½ - NW, N ½ - SW and SW-SW, Section 28, all in Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin.

EXHIBIT "B"

