

**AMENDMENTS TO OPERATIONS AND
ROAD UPGRADE AND MAINTENANCE AGREEMENTS**

GREAT NORTHERN SAND LLC AND TOWN OF DOVRE

Great Northern Sand LLC ("GNS") and the Town of Dovre ("Town") hereby agree to the following amendment to their Development Agreement dated April 1, 2013 as well as to their Town Roads Upgrade and Maintenance Agreement dated April 10, 2012.

I. AMENDMENTS TO OPERATIONS AGREEMENT OF APRIL 1, 2013

1. Modification of Property List Representing Properties Agreed Upon as Being Located Within One-Quarter (1/4) Mile of GNS Mine Operations.

GNS and the Town mutually agree that all qualifying residential properties within one-quarter (1/4) mile of the GNS mine operations shall be eligible for the Property Value Guarantees under the Operations Agreement. Such properties shall be subject to the submission of a survey, completed by a licensed surveyor, verifying that said property is within one-quarter (1/4) mile of the GNS mine operations, unless the requirement for such survey is waived by the Town of Dovre.

GNS and the Town mutually agree that the following properties are located within 1/4 mile of GNS's mine operations for purposes of application thereto of the property value guarantees under the Development Agreement.

That this shall be accomplished by substituting the following list for the existing Exhibit 2.1.

Parcel ID	Owner Name	Property Address	Acres
022-3200-03-000	Bethel, Gilbert R.	2581 - 1st Avenue	13.0
022-3300-07-030	Grimm, Dennis JR & Lorena	2643 - 1st Avenue	2.0
022-3200-04-000	Harelstad Green Acres	77 - 25 1/2 Street	40.0
022-2900-24-001	Hayes, Daniel	2578 - 1st Avenue	1.07
022-2900-06-000	Hoople, Greg & Roxanne	176 - 25 1/2 Street	5.75
022-2000-23-000	Hoveland Family Trust	206 - 25 1/2 Street	40.0
022-3300-08-010	Latino, Peter F. & M. Doris	2627 - 1st Avenue	2.0
022-2100-21-000	LeMoine, Robert L. and Julie A.	209 - 26 3/4 Street	21.0
022-2800-18-010	LenFant, Amanda D.	2660 - 1st Avenue	20.0
022-2800-15-000	Nelson, Leslie L. & Kathryn L.	2644 - 1st Avenue	20.0
022-2100-22-000	Ziperski, Mark S. & Denise L.	2676 - 2nd Avenue	10.89

022-2800-02-000	Jonelis, Oliver R. & Christine A.	2679 - 7 th Avenue	9.20
022-2900-15-000	Nacke, Scott	2625 - 1 1/2 Avenue	3.78
022-2200-13-000	Harelstad, Arthur H. & Kathleen M.	251 - 27th Street	21.92
022-2200-18-000	Nichols, David & Sherrie	233 - 27th Street	44.5

2. Creation of Sections 4.10, 4.11 and 4.12 of Agreement.

That §§ 4.10, 4.11 and 4.12 be added to the Development Agreement to read:

4.10 Identification of Additional Eligible Properties Through Means of Survey Results

If, upon request of the Town Board, an eligible owner under Article 4 makes application for any property value guarantee payment from the Town and provides a certified statement from a licensed, practicing real estate surveyor identifying the distance between the closest GNS boundary included in a Wis. Adm. Code Ch. NR 135 Plan approved of by the appropriate regulatory bodies and that eligible owner's property, which demonstrates that the Eligible Property in question is within one-quarter (1/4) mile thereof, GNS shall automatically add said property to the Eligible Property List provided in Exhibits 2 and 2.1 to the Agreement.

4.11 GNS To Provide Annual Updated List of Eligible Properties

GNS shall annually, on or before the end of each calendar year, provide to the Town an updated list of all Eligible Properties for purposes of application of Article 4.

4.12 Guarantee Eligibility for Additional Properties: Notice and Sign Up

Once a new property becomes eligible for the property value guarantee, upon notice thereof being delivered to or otherwise sent to the owner thereof, the owner shall have one (1) year from the date of the notice to sign up for the Property Value Guarantee, said guarantee to remaining available from the said date of notice to the property and its owner for a period of five (5) years from the date of the notice, as is set forth in § 4.1 of the Agreement. All other terms of Article 4 of the Agreement shall apply to such properties as are set forth in the original Agreement.

II. AMENDMENTS TO TOWN ROADS UPGRADE AND MAINTENANCE AGREEMENT OF APRIL 10, 2012

1. Amendment of Section 17 of Agreement

That § 17 be repealed and recreated to read:

Section 17. Estimated Number of Trucks/Weight of Hauling

GNS estimates that a maximum of 504 loaded and unloaded haul trucks per day will travel each way to and from the Project Site, for a total of 42 round trips per hour. The maximum number of trucks may be increased on a temporary basis to 530 loaded and unloaded trucks per day, provided that GNS notifies the Town at least twenty-four (24) hours in advance of such increase in trucks. Such increase in haul trucks shall not, under any circumstances, continue for more than ten (10) working days. Maximum weight shall not exceed legal standards. In the event of a proposal for a substantial deviation from either the volume or weight of truck hauling, GNS agrees to confer with the Town in good faith as to possible modifications to this Agreement or to further road upgrades as may be required as a result thereof.

2. **Addition of §§ 37 and 38 to Agreement**

That §§ 37 and 38 be created to read:

Section 37. Town to Consider Taking Legislative Action to Remove Stop Sign at 2nd Avenue and 25 1/2 Street

The Town agrees that it shall in good faith consider taking legislative action to remove the stop sign at the Northeast corner of the intersection of 2nd Avenue and 25 1/2 Street and relocate it so as to allow for a continuous flow of public travel through said intersection. This shall not, however, prevent the Town from placing other stop signs at this or any other intersection under the control of the Town.

Section 38. Mud Flap Requirement

All trucks used in the hauling of sand from the Project Site, whether owned and operated by GNS or by an agent on its behalf, shall be equipped with mud flaps to reduce or eliminate the dangers inherent with the operation of trucks not so equipped.

III. GENERAL PROVISIONS OF AMENDMENT AGREEMENT

In executing this Agreement, the Town and GNS agree as follows:

A. The original Operations Agreement dated April 1, 2013, and original Road Upgrade and Maintenance Agreement dated April 10, 2012, shall remain in full force and effect except to the limited extent that they have been modified expressly as set forth herein above.

B. This Amendment Agreement shall be interpreted and applied under the Laws of the State of Wisconsin.

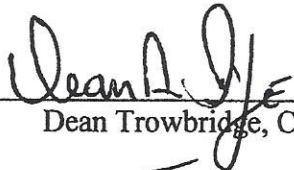
C. Each of the parties hereto, the Town of Dovre and Great Northern Sand, LLC, represent that each of their representatives who have executed this Agreement, below, are and were at the time thereof fully authorized to commit their principal to the terms and conditions of this Amendment Agreement.

Dated: Dec. 9, 2014.

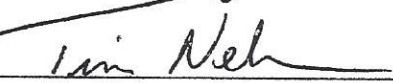
Dated: January 14th, 2015 *2015*

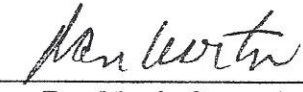
TOWN OF DOVRE


GREAT NORTHERN SAND LLC

By: 
Dean Trowbridge, Chairman

By: 
Robbie Sage, President

By: 
Tim Nelson, Supervisor

By: 
Dan North, Supervisor

By: 
James Plummer, Supervisor

By: 
Mitch Hanson, Supervisor