

MINING AGREEMENT

RECITALS

- A. Taylor Creek Transit, LLC (TCT), desires to engage in nonmetallic mining on the property (“Property”) located in the Town of Auburn (“Town”), Chippewa County, Wisconsin, and described in the attached Exhibit A.
- B. The Property is owned by Chris and Linda Culver (collectively, the “Owners”).
- C. This Mining Agreement (Agreement) is predicated on the TCT operations on the Property to be limited to those described in the Non-Metallic Mining Reclamation Plan submitted by TCT to Chippewa County on April 11, 2012, (Reclamation Plan) which is incorporated herein by reference.
- D. TCT desires certain exceptions from and modifications of the requirements of chapter 46 of the Town’s code of ordinances (“Mine Ordinance”).
- E. The Mine Ordinance recognizes that large scale nonmetallic mining operations while a vital component of state and local economy can also have direct and indirect adverse impacts on the Town particularly if among other things, washing or drying operations are undertaken. The Town has reviewed the scope and size of the proposed TCT operation as set forth in the Reclamation Plan. Pursuant to Section 46.13 of the Mine Ordinance, the Town finds that the intent of the Mine Ordinance will be achieved and that the public health, safety and welfare will be protected and not adversely affected by alternative measures, terms and conditions set forth in this Agreement.

AGREEMENT

THEREFORE, the Owners, TCT and the Town agree as follows:

1. License

1.1. The Town acknowledges receipt of the fee and materials sufficient to fulfill the application requirements of Chapters 45, 46 and 47 of the Town’s code of ordinances.

1.2. This Mining Agreement (“Agreement”), is intended to satisfy the requirements of a Development Agreement for purposes of the Mine Ordinance. By signing this Mining Agreement (“Agreement”), the Town grants a license to mine under Chapter 46, a weight limit permit under Chapter 45 and a blasting permit under Chapter 47 as set forth herein.

1.3 This Agreement modifies certain requirements of the Mine Ordinance. Any sections not specifically modified by this Agreement remain in effect. To the

extent of any conflict between the terms of this Agreement and applicable law that falls under the jurisdiction of the Town, the parties agree that TCT's rights under this Agreement shall supersede such laws and continue in effect for the duration of the license term.

1.4 The license granted under this Agreement shall run for the term of this Agreement set forth in Section 2.2, but shall be subject to annual review. The annual review shall include a review of the Annual Report required under Mine Ordinance §46.08(1) and a determination whether any conditions exist which would warrant license suspension or revocation under the terms of Mine Ordinance §46.09 or this Agreement. The cost of the review shall be reimbursed in accordance with the provisions of Mine Ordinance §46.05(3)(a).

1.5 If after review license suspension or revocation is warranted the Town shall proceed pursuant to the provisions of Mine Ordinance §46.08(5).

2. Term

2.1. This Agreement shall be effective upon signing by all parties.

2.2. This Agreement shall terminate at 11:59 p.m. on December 31, 2022, unless TCT notifies the Town that all mining activities on the Property have ceased.

2.3. The obligations of the Owners and TCT and the Town's rights under this Agreement shall survive termination of the Agreement.

3. Hours of Operation

3.1. On-site operations. On-site Operations shall be capped at 120 hours per week with base operation hours from Monday at 12:00 a.m. until through Friday at 11:59 p.m. If TCT is not able to operate the full 120 hours during the said period, then TCT shall be allowed to run during the period from 12:00 a.m. Saturday to 11:59 p.m. Saturday. Events that may lead to such variance in operating hours are weather related delays, equipment maintenance, equipment failure, work stoppage due to labor disputes, or acts of god. TCT shall notify the Town prior to any anticipated operations on Saturdays.

3.2 Off-site operations. Transportation Hours shall be from 6:00 a.m. to 8:00 p.m. each day Monday through Friday from May 1 through October 31. Transportation Hours shall be continuous from 6:00 a.m. Monday through 11:59 p.m. Friday from November 1 through April 30. TCT shall not haul on Class B roads during the spring road ban period.

4. Use of Town Roads

4.1 Attached as Exhibit A are the Routes TCT will use for the transport mineral aggregates, nonmetallic minerals and other products to and from the mine site, as of the Effective Date. TCT reserves the right to modify these Routes at any time without the Town's consent to address temporary or emergency conditions not to exceed 3 days and upon notice to the Town as soon as practicable explaining the nature of the condition requiring the deviation from the approved routes. Any changes in the routes longer than 3 days in duration (permanent modifications) shall require the advance approval of the Town, which shall not unreasonably be withheld. Any permanent modifications shall be made part of this Agreement.

4.2 TCT shall avoid transportation to and from the Mine Site to the maximum extent practicable during the hours of normal school bus operations in the morning and afternoon on the Routes identified in Exhibit A at such times those roads are in use. Such schedules shall be reviewed at the beginning of each school year with the Town Board.

4.3 TCT shall not use Town roads in excess of posted weight limits during the spring frost road ban period.

4.4 Within the Town, trucks traveling to or from the Property;

4.4.1. Shall use only the identified Routes;

4.4.2. Shall not use compression release engine brakes, commonly known as Jake brakes except in the case of emergency; and

4.4.3 Shall adhere to all posted speed limits.

4.5 TCT shall provide financial security to address damage to Town Roads as follows:

4.5.1 TCT shall provide an escrow account (Account) based on the cost of road repair per mile times the total number of miles of Town Roads shown on the Route (Escrow Amount) as follows:

4.5.1.1 The cost of road repair shall be determined within 60 days of the effective date of this Agreement by the Town Board. The Board shall obtain bids from at least three contractors and average the bids to determine the cost of road repair. The bids shall be based on an estimate the cost per mile for a replacing a class B town road of 20 feet in width, with broader reinforced corners, 12 inches of base materials, and 4 inches of asphalt. The bids shall not include the cost of reconfiguring the road or expanding the road surface beyond 20 feet.

4.5.1.2 TCT shall calculate the distance of Town Roads shown on the Route filed with the Town accurate to 1/10th of a mile.

4.5.1.3 One quarter of the Escrow Amount shall be provided prior to the commencement of operations in the form of an escrow account payable to the Town for road repair of the Town Roads shown on the Route.

4.5.1.4. The balance of the Escrow Amount shall be placed into an escrow account at the rate of \$0.20 per ton per mile for hauling materials to or from the mine site on the Route (Haul Miles). TCT shall maintain records of Haul Miles for each truck each day. Such records shall be provided to the Town on a monthly basis. Payments to the Account shall be paid each month based on Haul Miles.

4.5.1.5. At the point the account reaches the Escrow Amount, additional contributions can be suspended until funds are expended from the Account. When the Account falls below the Escrow Amount, contributions shall resume.

4.5.1.6 In the event the Routes are altered to increase or decrease the mileage of the routes other than on a temporary basis, the financial security will be adjusted accordingly.

4.5.1.7. The Town has the right to adjust the Escrow Amount every three years to reflect current costs of road repair. Any such adjustment shall follow the process in 4.5.1. The Town shall provide at least 60 days notice to TCT prior to obtaining the three bids.

4.5.2. Payments from the Account can be made to address road repair, resurfacing or replacement necessary to bring the Route to the condition that existed prior to the commencement of this Agreement (Baseline).

4.5.2.1. TCT agrees at its expense to prepare a video recording of the condition of the Town roads that comprise the Routes within 30-days of the date of this Agreement (the "Video") to document the condition of such roads at the inception of the Agreement for the express purpose of providing a benchmark for restoring such roads to their original condition at the end of this Agreement. TCT will deliver a copy of the Video to the Town.

4.5.2.2 If the Town determines that Town roads shown on the Route require repair, resurfacing or replacement, the Town shall notify

TCT of the proposed action at least 10 days prior to submitting the action for bids.

4.5.2.3. If there are insufficient funds in the Account to pay for the winning bid for the road repair, resurfacing, or replacement, TCT shall provide the difference to the Account with 30 days. The contributions to the Account will then continue thereafter until the Escrow Amount is again reached.

4.5.3 If other users of the Routes are subject to the Weight Limit Ordinance, and are making payment for road repair, the amount attributable to the Route shall be placed into the Account. In the event of a shortfall, the shortfall shall be equitably apportioned based on the total aggregate Haul Miles of each such user (the amount of usage per ton, per mile of hauled materials on the Route). TCT shall have the right to inspect any Town records with respect to usage by other users subject to the Weight Limit Ordinance.

4.5.4 At the end of this Agreement, an assessment will be made by the Town based on the Baseline whether any additional repair or resurfacing of all or a portion of the Town roads in question is required as a result of the use of the Routes during this Agreement.

4.5.4.1 TCT will, at its option, either (a) repair, resurface, or replace the Town roads in question as needed at its cost to return them to at least the condition documented in the Video or (b) pay the Town an agreed sum (on a proportionate basis where there are other users) to permit the Town to undertake the repairs, resurfacing or replacement of the roads on its own.

4.5.4.2 At the end of this Agreement any excess funds TCT has deposited with the Town shall be returned to TCT.

4.5.5 Compliance with these provisions satisfies the financial responsibility requirements of the Section 46.10 of Mine Ordinance and Section 45.05(2) of the Weight Limit Ordinance.

5. Control of Light and Noise

5.1 The Operator shall limit night lighting on-site, to that which is the minimum necessary for security and worker safety consistent with MSHA rules, regulations, and requirements for worker safety. Every effort shall be made to minimize illumination of the night sky and properties within ¼ mile of the mine site. At a minimum and if not contradictory to MSHA rules, regulations and requirements TCT shall undertake the following:

5.1.1. The use of full cutoff shrouds on all lights.

5.1.2. Portable lighting shall be used only as necessary to illuminate temporary work areas.

5.1.3. The use of berms and/or other methods of visual screening to block light from neighboring properties.

5.1.4. The design and location of access roads to minimize lights from traffic and operations to neighboring properties.

5.2. The Operator shall control off-site noise levels to the maximum extent practicable to minimize adverse impacts to adjoining landowners. Among other things, these practices include the use of mining, safety and health administration (MSHA) approved “white noise” back up alarms, and properly maintained mufflers on mining equipment.

5.3 The noise levels at the boundaries of the mining site shall not exceed 60dB between 7:00 a.m. and 10:00 p.m. and 50 dB during the hours of 10:00 p.m. and 7:00 a.m.

5.4 The Operator shall contract with an independent testing service to install decibel monitors at three locations on the boundaries of the mine site agreed upon by the Operator and the Town which shall record noise levels. The tests shall occur for a 10-day period once per quarter the first year and in subsequent years if there is a change in the equipment or processing on site. TCT shall provide notice to the Town prior to the testing and shall provide any test results within 30 days of TCT’s receipt of the test results.

6. Air Quality and Fugitive Dust

6.1. TCT shall comply with the Wisconsin Department of Natural Resources Type A Air Registration Permit and its fugitive dust plan.

6.2. TCT shall follow the Mine Ordinance for control of air pollution and air monitoring. The air monitoring location and frequency will be set forth in Exhibit B.

6.3. Stockpiling of sand-related material pursuant to Processing shall be performed to minimize distances between transfer points to control potential dust issues.

6.4. All loaded vehicles utilized for Transportation shall be tarp covered or enclosed hopper when transporting material. All trucks shall have an identifiable marking with contact information to indicate that it is hauling for TCT. The

marking shall be mounted on the tailgate of the truck and approximately 18" x 18" in size or its equivalent.

6.5 Entrances to the mine site from any public road or highway shall be constructed with breaker run for at least 100 feet from the right of way.

7. Control of Waste Materials

The amount of waste material (non-marketable fines) returned to a mine site as part of the reclamation process shall not exceed the site waste material extracted as determined on an ongoing basis with changes in the raw material. A processing facility shall keep records of the tonnage of raw material drawn from each raw material source. The tonnage of waste byproduct that is returned to each mine reclamation site shall not exceed the tonnage of waste contained in the raw material received at the processing facility from that site.

8. Standards Regarding Groundwater

8.1 TCT agrees that there will be no high capacity wells or wet processing facilities located on the mine site.

8.2 TCT agrees to comply with the groundwater monitoring required by the County and include any such results as part of its Annual Report.

8.3 In the event there is a damage to private water supplies the provisions of Wis. Stat. §281.77 shall apply.

9. Incorporation of Other Operational Standards

9.1 Mine Ordinance Operation Standards. The Operator shall comply with the Mine Ordinance Operation Standards not modified by this agreement which include:

9.1.1 General Standards in Mine Ordinance 46.07(1)

9.1.2 Buffer Areas in Mine Ordinance 46.07(2)

9.1.3 Control of hazardous materials in Mine Ordinance 46.07(9).

9.2. Storm Water Management

9.2.1. TCT shall comply with the Storm Water Management and Erosion Control plan included in the Reclamation Plan which is incorporated by reference.

9.2.2. TCT shall repair any damage to, and remove sediment from town road ditches and other drainage ways adjacent the Property caused as a direct result of the mine operations.

9.2.3. TCT shall maintain the detention and retention ponds per the Reclamation Plan which is incorporated herein by reference.

9.3. Blasting

Blasting as defined in chapter 47 of the Town's code of ordinances and shall occur between the hours of 10:00 a.m. and 3:00 p.m.; except that blasting may occur after 3:00 p.m. if required for safety reasons beyond the reasonable control of TCT and its contractors.

9.4. Restoration

TCT shall complete sequential restoration of the Property as set forth in the Reclamation Plan which is incorporated herein by reference.

10. Property Value Assurance

10.1. TCT hereby grants the property owners specified in the attached Exhibit D the Property Value Guaranty set forth in the attached Exhibit C.

10.2. The property owners listed in Exhibit D are third party beneficiaries of section 10.1.

11. Laws to be Observed

11.1. TCT shall at all times comply with all federal, state, county, and local laws, regulations and ordinances applicable to TCT's operations on the Property which are in effect or which may become effective in the future.

11.2. This Agreement modifies certain requirements of the Mine Ordinance relating to license application requirements pursuant to Section 46.06(5) and minimum standards of operation pursuant to Section 46.07(5) as set forth in this Agreement. Any sections not specifically modified by this Agreement remain in effect.

12. Reimbursement and Enforcement

12.1 Reimbursement. TCT shall reimburse the Town for all consulting, inspection, engineering and legal fees incurred in connection with the drafting of this Agreement in accordance with the Reimbursement Agreement dated June 1, 2012 . Any amounts due under this Agreement which are not paid within 30 days of billing shall accrue interest at the rate of one percent per month.

12.2 Inspection and Right of Entry. TCT shall, upon request by the Town, provide the Town's officers, agents, employees and contractors with access to the Property for purposes of determining or enforcing compliance with this Agreement or as otherwise provided by law or this Agreement. In the event of TCT's failure or refusal to permit access to the Property, the Town may obtain an inspection warrant, injunction or other relief from a court to enforce its right to access.

12.3. Notice of Default. In the event that TCT fails to perform any of its obligations under this Agreement, the Town shall provide a notice of default and the parties shall hold an initial meeting within ten (10) days following notice of such default for purposes of attempting to resolve the default on an amicable basis unless the Town determines that threats to health, safety or property require a shorter notice period. If the parties cannot so resolve the matter the Town may elect to enforce the remedies provided for herein.

12.4 Disputes Concerning Agreement. Any dispute concerning any provision of this Agreement, other than a default under 10.4, shall be resolved as follows: The party which asserts a dispute shall first give notice thereof to the other party and specify the nature of the dispute and shall meet with such other party, within 30 days of the event giving rise to the dispute. Such notice shall set forth all reasons supporting the basis of the dispute. Within 30 days following the date of the notice, a meeting between the Parties shall be held to attempt in good faith to negotiate a resolution of the dispute or controversy.

12.5 Mediation. In the case that a dispute cannot be resolved per Section 12.4, either Party can request to have the dispute resolved through mediation.

12.5.1 The Parties shall meet within 20 days of the request for mediation. The Parties shall jointly appoint a mutually acceptable neutral person not affiliated with either Party (the "Mediator") to conduct the mediation. The fees of the Mediator shall be shared equally by the Parties. If the Parties are unable to agree upon the selection of a Mediator within twenty (20) days after the initial meeting in this section, the Parties shall either request that the Chippewa County Circuit Court select the Mediator or, in the alternative, each select a third party and have the two third parties appoint a mediator.

12.5.2. In consultation with the Parties, the Mediator will select or devise the mediation procedure to be held in Chippewa County, Wisconsin, by which the Parties will attempt to resolve the dispute or controversy. In consultation with the Parties, the Mediator will also select a date and time for the mediation and a date by which the mediation will be completed.

12.5.3. The Parties shall participate in good faith in the mediation to its conclusion as designated by the Mediator. If the Parties are not successful in resolving the dispute or controversy through the mediation, then the Parties may agree in writing to resolve the dispute by binding arbitration or, if no written agreement to resort to binding arbitration is reached by the Parties, the dispute may be resolved by litigation or other appropriate means.

12.5.4. Except as expressly provided herein, each Party shall bear its own costs associated with dispute resolution, including attorneys' fees and litigation expenses, unless such fees and expenses are awarded to the prevailing Party by a court.

12.6 Remedies

12.6.1 Corrective orders. The Town may issue a notice of violation and order that specifies the action to be taken to remedy a default and the time period for curing the default.

12.6.2 Remediation and reimbursement. In the event TCT fails to perform any of its obligations under this Agreement, including, but not limited to, maintenance of storm water management facilities and restoration of the Property, the Town may, but shall not be required to, perform such obligations at TCT's expense. Before performing TCT's obligations, the Town shall give TCT at least 60 days written notice unless the Town determines that threats to health, safety or property require a shorter notice period. TCT shall reimburse the Town for all expenses incurred for materials, contractors, engineers, attorneys and other consultants in connection with performing TCT's obligations within 60 days of billing therefor.

12.6.3 Nonexclusivity. The remedies provided above are not exclusive. The Town may use any other remedies available to it under this Agreement or in law or in equity in addition to, or in lieu of, the remedies provided above.

13. **Obligations to Run with the Land**

13.1. TCT warrants that the Owners have authorized TCT to engage in nonmetallic mining on the Property and to enter into this Agreement.

13.2. TCT and the persons signing for TCT warrant that TCT has full right and authority to enter into this Agreement.

13.3. The obligations of TCT or either of them under this Agreement shall run with the land and be binding on the Owners and TCT and their heirs, grantees, representatives, successors and assigns.

13.4. The Town may record a memorandum of this Agreement with the Register of Deeds. The cost of recording shall be paid by TCT.

14. Miscellaneous Provisions

14.1. All parties participated in negotiating the terms of this Agreement. No party shall benefit from not having drafted this Agreement. If any term, section or other portion of this Agreement is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by the parties.

14.2. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Town and TCT, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement shall not constitute approval of any breach or wrongful act by TCT.

14.3. Any notice required or permitted by this Agreement, except the notice required under the Property Value Guarantee (Exhibit C), shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, and addressed as follows:

If to TCT: Mr. Paul Ayres
 Managing Member
 P.O. Box 688
 Eau Claire, WI 54702-0688

If to Owners: Mr. Paul Ayres
 P.O. Box 688
 Eau Claire, WI 54702-0688

Judith Schwab
2005 8th Ave.
Bloomer, WI 54724

Allan Lindsley
1565 195th Ave
Bloomer, Wi 54724

Barry Dietsche
1603 16th Ave Apt 4
Bloomer, WI 54724

Bob and Kate Kerr
18945 10th Ave
Bloomer, WI 54724

Allan Lindsley
2061 195th Avenue
Bloomer, WI 54724

If to the Town: Town Clerk, Town of Auburn
Town of Auburn
1811 State Highway 64
Bloomer, WI 54724

Any party may change the address to which notices must be sent by giving notices as provided herein.

14.4. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin. All disputes arising under this Agreement shall be venued in a Wisconsin court of competent jurisdiction.

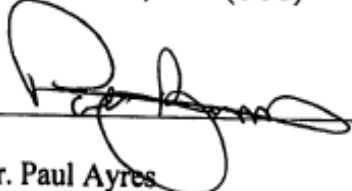
14.5. No changes, amendments, alterations or modifications to this Agreement shall be effective unless in writing and signed by both Parties and, if required, upon approval by competent governing authorities of each Party.

14.6. This Agreement is entered into with TCT for the Property for the purposes of nonmetallic mining. TCT may assign or transfer its rights and obligations under this Agreement to any entity without the prior written consent of the Town, provided the property will continue to be used for mining activities and that the assignee assumes in writing the obligations of TCT pursuant to this Agreement, obtains a letter of financial assurance from a federally insured banking institution that it has sufficient assets to comply with the obligations of this Agreement, and provides a copy of such agreement and letter of financial assurance to the Town prior to the transfer. In the event TCT transfers its rights and obligations for a purpose other than nonmetallic mining, the Agreement shall be terminated.

14.7. TCT shall at all times have an agent, whose name, fax number, email address and telephone numbers are made known to the Town Clerk, available to respond to complaints and problems and the notice required under section B.2. of the Property Value Guarantee (Exhibit D).

Dated: 4/8, 2012

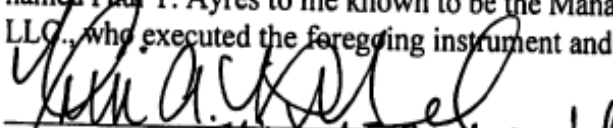
Taylor Creek Transit, LLC (TCT)

By: 

Mr. Paul Ayres
Managing Member
P.O. Box 688
Eau Claire, WI 54702-0688

STATE OF WISCONSIN
EAU CLAIRE COUNTY

Personally came before me this 8 day of August, 2012 the above-named Paul T. Ayres to me known to be the Managing Member of Taylor Creek Transit, LLC., who executed the foregoing instrument and acknowledged the same.


Print Name: ENCA A. ROUSH

Notary Public, Eau Claire County, State of Wisconsin

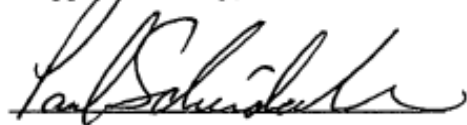
My commission expires 12/01/2015

(SEAL)

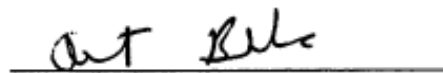


Dated: August 8, 2012

TOWN OF AUBURN
Chippewa County, Wisconsin



Paul Scheidecker, Town Board Chairperson




Albert Blaha, Supervisor



Kevin Ludwigson, Supervisor

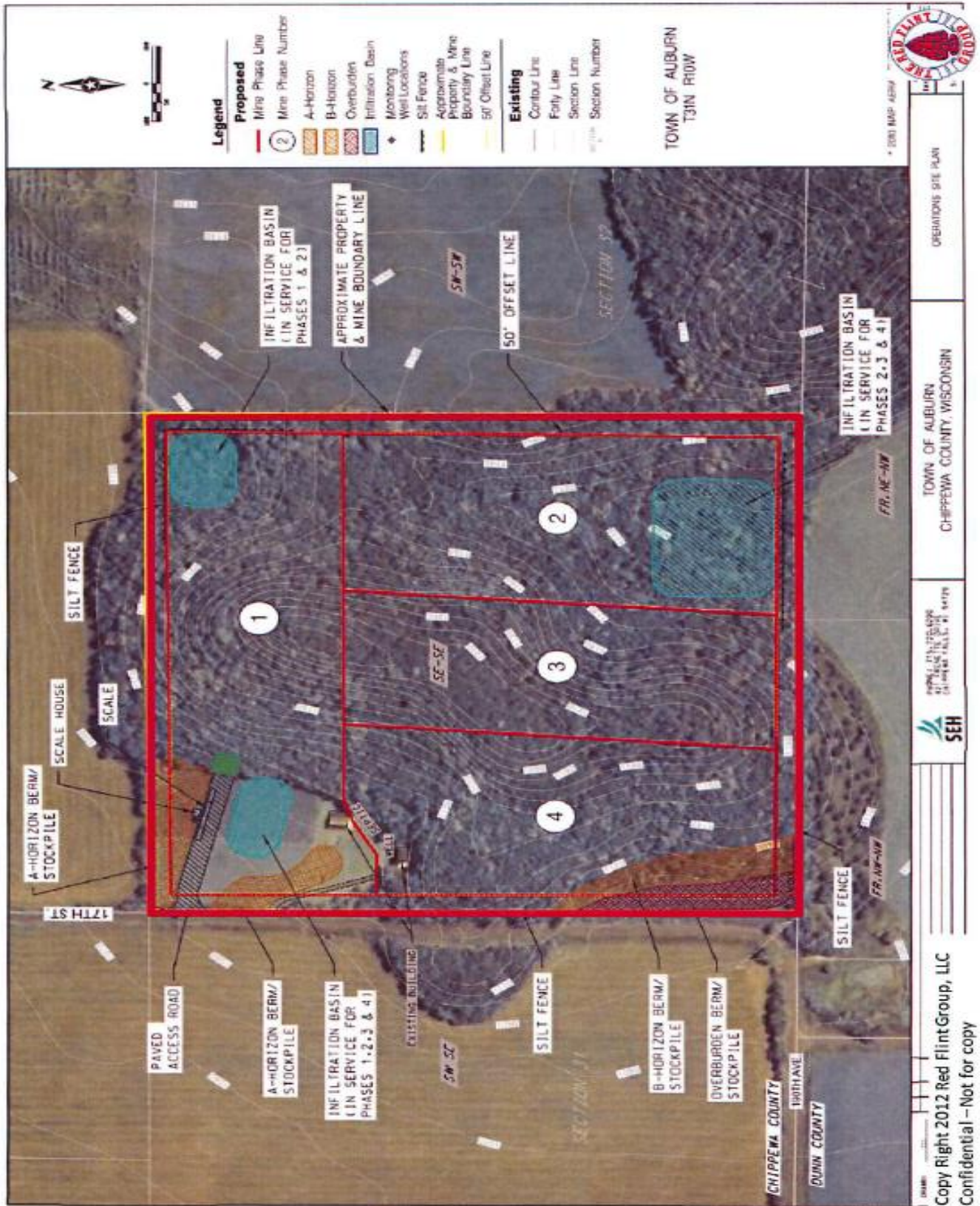
Attested to as of ^{Aug} July 8, 2012.



Judy Misner, Town Clerk

EXHIBIT A

PROPERTY MAP OF PROPOSED TAYLOR CREEK TRANSIT OPERATION



Copy Right 2012 Red Flint Group, LLC
Confidential - Not for copy



SEH
SPECIALTY ENGINEERING
AND CONSULTING, INC.
10000 WISCONSIN ST
MILWAUKEE, WI 53227

TOWN OF AUBURN
CHIPPEWA COUNTY, WISCONSIN

OPERATIONS SITE PLAN



**EXHIBIT B
HAUL ROUTES**

Unless modified in writing by the Town Board under Section 4.1, the Routes TCT will use for the transport of mineral aggregates, nonmetallic minerals and other products to and from the mine site are as follows:

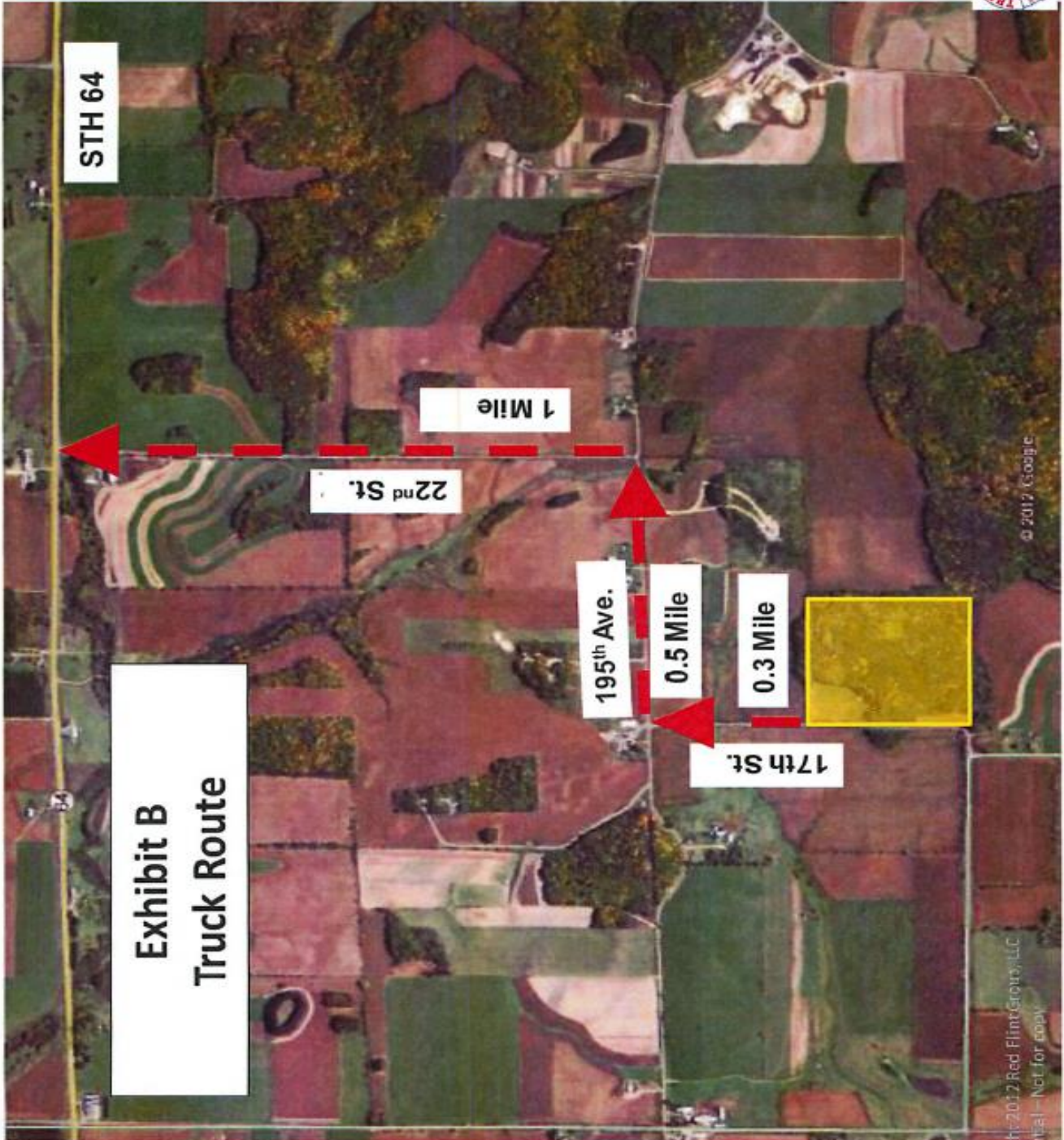


EXHIBIT C

AIR MONITOR LOCATIONS AND FREQUENCY

Unless modified in writing by the Town Board air monitoring and frequency TCT will use pursuant to Section 6.2 will be as follows:



EXHIBIT D

PROPERTY VALUE GUARANTY

Upon the execution of the attached Agreement (“Effective Date”) and until December 31, 2018 (“Termination Date”), Taylor Creek Transit LLC (hereinafter referred to as “TCT”), will provide property value Guaranty (“Guaranty”) to the property owners (Property Owners) of parcels of land who have residences within approximately 1320 feet of the mine site and who are identified on the attached Exhibit D, subject to the following terms and conditions.

A. Determination of Fair Market Value.

Except as provided in Par B., Fair Market Value (FMV) shall be determined based on the assessed fair market value of the property on the Town tax rolls as of 2011 (unless the property owner requests a reassessment subsequent to the date of this Agreement) plus an adjustment of 10%.

B. Sale of Property.

1. Listing a property.

a. If a Property Owner elects to proceed with the sale of the property, then the owner shall then enter into a listing contract with a Wisconsin licensed real estate broker. The listing contract shall be at FMV +/- 10%. The listing contract shall exclude TCT as a potential buyer so that if TCT purchases the property, no commission shall be due. The Property Owner shall provide written notice to the Town and TCT of any such listing.

b.. The listing can be of the entire property on which the Property Owner’s residence is located, or the Property Owner at its choice can create a 5 acre parcel containing the Property Owner’s residence (if authorized under County zoning) and proceed to list the 5 acre parcel.

c. If the listing is for the entire parcel, FMV shall be determined as set forth in Para. A. If the listing is for a new 5 acre parcel, the FMV shall be based on comparable properties within Chippewa County that are not within a quarter mile of a mine site.

2. Offers. Before accepting any offer of less than the Fair Market Value, the Property Owner shall give five (5) business days’ notice by fax, email or personal delivery with a copy of the offer to TCT’s agent as designated in

this Agreement. If notice is by fax or e-mail, it shall also require confirmed receipt by TCT that the notice has been received within five (5) business days.

3. Sale Price. If the Property Owner sells the property for less than the Fair Market Value, TCT shall pay the owner the difference between the selling price and the Fair Market Value. TCT shall make the payment within 30 days of the recording of the conveyance of the property. If the Property Owner receives more than the FMV no payment shall be due.
4. Failure to Sell. If the property is not sold within the average number of days on the market for residences in Chippewa County for as the price range of the Property Owner's property FMV, as determined by the Multiple Listing Service that includes Chippewa County, plus 90 days; then, TCT shall immediately purchase the property for the Fair Market Value.

C. Applicability.

1. The Guaranty shall apply only once for any Property Owners identified in Exhibit D.
2. The Guaranty shall only be available to the Property Owners for accepted offers to purchase made during the term of this Mining Agreement.
2. Properties do not qualify for the Guaranty in the event the Property Owner wishes to sell or otherwise convey the property to a third-party by a transaction which is not considered an arm's-length transaction (such as a sale or gift to a relative).
3. The Guaranty is limited to the property value as set forth above and does not apply to any claims of loss of rental value or business losses.
4. Nothing in this Agreement precludes TCT from reaching a separate agreement with any of the Property Owners in lieu of the provisions of this Guaranty. However in the event any such agreement is reached, TCT shall notify the Town of the agreement.
5. This Guaranty shall apply only once for any Property Owner identified in Exhibit D. Any withdrawal of the intention to sell under Section B. 1. shall disqualify the property from participating in the Guaranty.

EXHIBIT E

PROPERTY OWNERS ELIGIBLE FOR PROPERTY VALUE GUARANTY

Judith Schwab
2005 8th Ave.
Bloomer, WI 54724

Allan Lindsley
1565 195th Ave
Bloomer, Wi 54724

Barry Dietsche
1603 16th Ave Apt 4
Bloomer, WI 54724

Bob and Kate Kerr
18945 10th Ave
Bloomer, WI 54724

Allan Lindsley
2061 195th Avenue
Bloomer, WI 54724

**RESOLUTION APPROVING MINING AGREEMENT
WITH TAYLOR CREEK TRANSIT LLC**

RECITALS

- A. Taylor Creek Transit LLC (TCT) and the Town of Auburn, have negotiated an agreement (Mining Agreement)¹ under Section 46.13 of the Town of Auburn Nonmetallic Mine Operator's License Ordinance (Mine Ordinance), a copy of which Mining Agreement is on file with the Town Clerk.
- B. The Town Plan Commission (Commission) and the Town Board (Board) have received and reviewed public comments on the Proposed Agreement as summarized in the "Response to Public Comments Received on Proposed Agreement Between the Town and Taylor Creek Transit (TCT) dated July 27, 2012" (Response to Comments) a copy of which was posted on the Town website on July 27, 2012. Additional comments were received by email on July 28, 29 and 30 and also reviewed at the July 30, 2012 meetings of the Commission and Board.
- C. The Commission originally recommended approval of the Proposed Agreement to the Board on July 16, 2012. However, because the Board chose to receive additional public comment and consider appropriate revisions to the Proposed Agreement in response to those comments, the Board will also consider additional input from the Commission regarding the comments and revisions.
- D. A revised agreement prepared by special counsel to the Town was posted on the Town website on July 27, 2012 (Mining Agreement).
- E. The revised agreement was reviewed and considered by the Commission at a special meeting on July 30, 2012. Following consideration of the additional public comment and review of the revised agreement, the Commission recommended approval of the Mining Agreement as presented.
- F. The Board has reviewed and considered the Response to Comments and hereby ratifies the responses as set forth therein. The Board has considered the additional public comment, recommendation of the Commission and the Mining Agreement as presented.
- G. The Board has reviewed the information presented by TCT on the proposed mine site and mining operation including but not limited to the Non-Metallic Mining Reclamation Plan submitted by TCT to Chippewa County on April 11, 2012, (Reclamation Plan) and other documents submitted to DNR and in public forums;

¹ As used in this Resolution, "Mining Agreement" refers to the agreement prepared by special counsel to the Town, posted on the Town website on July 27, 2012, presented to the Commission and Board on July 30, 2012,. Earlier drafts of said agreement are referred to in this Resolution as the "Proposed Agreement."

it has received public comment and recommendations of the Plan Commission as set forth above; it has determined that it has the necessary information to evaluate whether the Mining Agreement satisfies the conditions of Section 46.13 of the Mine Ordinance; and it finds the conditions of Section 46.13 have been satisfied and that the public health, safety and welfare will be protected and not adversely affected by alternative measures, terms and conditions set forth in this Agreement.

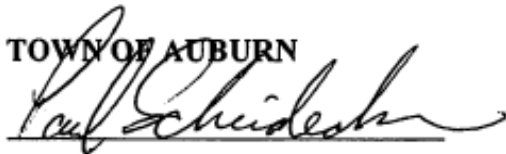
RESOLUTION

Therefore, in consideration of the above Recitals, which are incorporated by reference, the Town Board of the Town of Auburn, Chippewa County, Wisconsin resolves as follows:

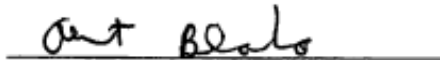
1. The Response to Comments is hereby approved.
2. The Mining Agreement is hereby approved.
3. The Town Board members are authorized to sign the Mining Agreement.
4. The Town Chairperson, Town Clerk and other Town officers and employees are authorized and directed to take such other actions as may be necessary or appropriate to effectuate and enforce the Mining Agreement.

Adopted this 30th day of July, 2012.

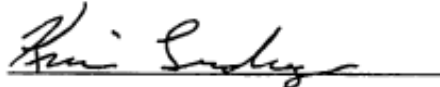
TOWN OF AUBURN



Paul Scheidecker, Town Board Chairperson



Albert Blaha, Supervisor



Kevin Ludwigson, Supervisor

ATTESTED TO as of 7.30, 2012.



Judy Misner, Town Clerk