

**MINING AGREEMENT BETWEEN THE TOWN OF AUBURN AND  
PREFERRED SANDS OF MINNESOTA**

**RECITALS**

A. This Mining Agreement ("**Agreement**") is by and between Preferred Sands of Minnesota LLC, a Delaware limited liability company ("**Preferred**"), and the Town of Auburn, Wisconsin ("**Town**"), with an effective date of December 10, 2014 ("**Effective Date**"). Preferred and the Town are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

B. As used herein, the term "**Property**" refers to those certain parcels of land located in Chippewa County, Wisconsin and legally described on Exhibit A attached hereto. The Property is owned by Preferred; David Dahlka and John Dahlka; Gregory Hughes and Grant Hughes; Vernon and Deanna Stuckert; Ronald and Lindy Reimer; Larry and Anna Boese; and Rhon D. Stuckert and Sandra J. Stuckert (collectively, the "**Owners**").

C. Preferred owns, leases or has contractual rights over all of the land comprising the Property.

D. This Agreement is predicated on Preferred's intended operations on the Property as described in the Non-Metallic Mining Reclamation Plans submitted by Preferred to Chippewa County on February 8, 2012, and August, 2014 (the "**Reclamation Plan**"), and the County Nonmetallic Mining Reclamation Permit issued on May 18, 2012, as amended on November 5, 2014 (the "**Reclamation Permit**").

E. Preferred desires certain exceptions from and modifications of the requirements of Chapter 46 of the Town's code of ordinances (the "**Mine Ordinance**") by entering into a "Mining Agreement" with the Town in accordance with Section 46.13 of the Mine Ordinance.

F. The Mine Ordinance recognizes that large scale nonmetallic mining operations, while a vital component of state and local economies, can also have direct and indirect adverse impacts, particularly if, among other things, washing or drying operations are undertaken. The Town has reviewed the scope and size of the proposed Preferred operation as set forth in the Reclamation Plan and the Reclamation Permit. 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 the alternative measures, terms and conditions set forth in this Agreement.

G. Capitalized terms not specifically defined in this Agreement shall have the meaning ascribed to them in the Mine Ordinance.

## AGREEMENT

THEREFORE, Preferred and the Town agree as follows:

### 1. **Approval**

1.1 Preferred agrees to pay the Town's costs related to negotiation of this Agreement in accordance with Mine Ordinance Section 46.05(3) within thirty (30) days following the Effective Date. The Town acknowledges receipt of fees, and materials sufficient to fulfill the application requirements of Chapters 45, 46 and 47 of the Town's code of ordinances.

1.2 This Agreement is issued pursuant to Section 46.13 of the Mine Ordinance and grants and constitutes an approval ("**Approval**") authorizing Preferred to conduct nonmetallic mining operations on the Property under the terms and conditions set forth herein. This Agreement (and the Approval contained herein) is intended to and does satisfy all requirements of the Town's code of ordinances including, without limitation, all license requirements of the Mine Ordinance, the weight limit permit provisions under Chapter 45 of the Town's Code of Ordinances and the blasting permit provisions under Chapter 47 of the Town's Code of Ordinances.

1.3 This Agreement modifies certain provisions of the Mine Ordinance. Any sections of the Mine Ordinance not specifically modified by this Agreement remain in effect. To the extent of any conflict between the terms of this Agreement, the Town's code of ordinances and other applicable laws that fall under the jurisdiction of the Town, the parties agree that Preferred's rights under this Agreement shall supersede such ordinances and laws and continue in effect for the duration of this Agreement.

1.4 The Approval granted under this Agreement shall run for the term of this Agreement set forth in Section 2.2, and such Approval shall be subject to the Town's review of the Annual Report required to be prepared by Preferred under Section 46.08(1) of the Mine Ordinance and submitted to the Town on or before March 1 of each year during the Term of this Agreement. The cost of such review shall be subject to reimbursement in accordance with the provisions of Section 46.05(3)(a) of the Mine Ordinance.

1.5 In the event that Preferred desires to materially expand or materially change its nonmetallic mining operations that are subject to this Approval, Preferred and the Town will work in good faith to complete a mutually acceptable modification to this Agreement.

### 2. **Term**

2.1 This Agreement shall be effective as of the Effective Date upon execution by the Town and Preferred.

2.2 The "**Initial Term**" of this Agreement shall commence on the Effective Date and, subject to compliance by Preferred with the terms and conditions of this Agreement, and subject to the remedies afforded to the Town in this Agreement, shall continue until the earlier of: (a) the date Preferred has notified the Town that it has completed all nonmetallic mining

operations (as defined in Section 46.03(6) of the Mine Ordinance) governed by this Agreement; or (b) the 20th anniversary of the Effective Date.

2.3 This Agreement is subject to renewal for an additional ten (10) years (the "**Renewal Term**") provided that Preferred provides the Town with written notice of an intent to renew not more than one hundred eighty (180) days prior to the end of the Initial Term and not less than one hundred twenty (120) days prior to the end of the Initial Term. The Town may disapprove renewal of this Agreement if it determines that:

2.3.1 There have been material violations of this Agreement or the operative provisions of the Mine Ordinance which have not been appropriately remedied by Preferred following notification of the same from the Town;

2.3.2 Preferred has received recurring citations or orders arising from material violations of this Agreement or the operative provisions of the Mine Ordinance, and Preferred has demonstrated a continuing inability to resolve the conditions or circumstances giving rise to such citations or orders; or

2.3.3 All applicable fees have not been paid or Preferred's financial obligations under this Agreement have not been met following notification of the same from the Town.

2.4 The "**Renewal Term**" shall commence at the end of the Initial Term and shall continue until the earlier of: (a) the date Preferred has notified the Town that it has completed all nonmetallic mining operations governed by this Agreement; or (b) the tenth (10<sup>th</sup>) anniversary of the commencement of the Renewal Term.

2.5 The phrase "**during the Term of this Agreement**" and similar phrases refers to the entire period of time that this Agreement remains in effect.

2.6 The obligations of Preferred and the Town's rights under this Agreement shall survive termination of this Agreement only to the extent expressly provided in this Agreement.

### 3. **Impact Fees**

3.1 Preferred agrees that it shall remit to the Town, on a quarterly basis during the term of this Agreement, a sum (in each case, the "**Impact Fee**") equal to ten cents (\$0.10) per each ton of sand leaving the Property during the previous calendar quarter. For purposes of this Agreement, sand "leaves the Property" when it is transported onto the right-of-way of the nearest public highway (State Highway 64) adjacent to the Property following completion of the washing process at the Property. Each Impact Fee payment shall be paid on a quarterly basis and shall be remitted to the Town Treasurer on or before each April 20th, July 20th, October 20th and January 20th of each year during the Term of this Agreement. Failure or refusal to pay any Impact Fee payment within fourteen (14) days after the due date shall be cause for suspension of all operating privileges afforded to Preferred under this Agreement until the past due Impact Fee payment is paid in full.

3.1.1 The weight of the sand for the purposes of computing the Impact Fee shall be measured after completion of the washing process at the Property.

3.1.2 Preferred agrees that all sand shall be weighed after completion of the washing process at the Property and before it is transported away from the Property and that weight slips shall be prepared and kept by it for a period of three (3) years. A summary of such weight slips shall be prepared by Preferred and provided to the Town with each Impact Fee payment.

3.2 Preferred will be entitled to reimbursement for costs incurred under this Agreement and/or the Mine Ordinance for air monitoring, water monitoring and private well sampling other than costs incurred (i) to establish base line levels prior to commencing nonmetallic mining operations at the Property, (ii) to comply with any monitoring requirements imposed by the Wisconsin Department of Natural Resources ("WDNR"), Chippewa County or another governmental unit other than the Town, or (iii) to respond to enforcement orders issued by any such governmental unit. Such costs shall be submitted quarterly to the Town Treasurer simultaneously with the Impact Fees and the Town shall provide reimbursement within fourteen (14) days thereafter.

3.3 This Section specifically modifies and replaces Section 46.10 of the Mine Ordinance.

#### 4. **Hours of Operation**

4.1 On-Site Operations. Mining, excavation, extraction and grading operations on the Property and on-site processing operations, including crushing, sorting, washing, drying and stockpiling of silica sand, may occur 24 hours per day, 7 days per week.

4.2 Off-Site Operations. Transportation of nonmetallic minerals and waste materials to or from the Property shall be permitted to occur between 6:00 a.m. to 7:00 p.m. each day Monday through Friday, and 6:00 a.m. to 3:00 p.m. on Saturdays.

4.3 This Section specifically modifies and replaces Section 46.07(3) of the Mine Ordinance.

#### 5. **Use of Roads in the Town**

5.1 The transport of nonmetallic minerals and waste materials to and from the Property is anticipated to occur from the driveway shown on the site plan attached hereto as Exhibit B (the "**Site Plan**") directly to State Highway 64 (the "**Haul Route**").

5.2 Preferred does not intend to use Town Roads in connection with its nonmetallic mining operations during the Term of this Agreement.

5.2.1 To the extent that Preferred needs to modify the Haul Route to include use of 30th Street and/or other Town Roads, Preferred will cause the portion of any Town Road included in the Haul Route and used by it for nonmetallic mining operations to be improved to "Class A" standard (as that standard exists as of the Effective Date) at the earliest practicable date and rebuilt to "Class A" standard as soon as practicable following the Term of this Agreement, in each case pursuant to plans approved by the Town. In the event that the Haul

Route includes 30<sup>th</sup> Street, the Class A road section shall extend to the north entrance of the mine, plus an additional 100 yards beyond the entrance.

5.2.2 To the extent that Preferred uses a Town Road as a Haul Route, or for other mine related purposes such as on-site construction and/or other operation. Preferred shall maintain any such Town Road to the applicable standard (Class A or Class B) for the duration of Preferred's use of such Town Road. This subsection shall not apply to routine use of Town Roads by Preferred's agents, employees, guests or business invitees or by government authorities.

5.2.3 Any of the obligations in this Section that arise prior to termination of this Agreement shall survive termination of this Agreement.

5.3 Preferred shall schedule sand hauling vehicles to and from the Property to the maximum extent practicable to avoid interfering with the safety of children during the hours that roads comprising the Haul Route are used by school buses. Such schedules shall be reviewed at the beginning of each school year.

5.4 Within the Town, Preferred shall ensure that any sand hauling trucks owned or operated by Preferred or any of its contract haulers comply with the following requirements set forth below. If recurring violations of these requirements occur and Preferred fails to take appropriate corrective action to remedy these violations, the Town shall evaluate appropriate enforcement responses against Preferred.

5.4.1 to use only the identified Haul Route (as same may change during the Term of this Agreement);

5.4.2 to not use compression release engine brakes, commonly known as Jake brakes, except in the case of emergency;

5.4.3 to adhere to all posted speed limits;

5.4.4 to have proper mufflers on all trucks.

5.4.5 to not travel on 30th Street to the Property except over that portion of 30th Street from State Highway 64 made part of the Haul Route), loaded or unloaded, and then at a speed not to exceed 35 mph.

5.4.6 All trucks used by Preferred shall display a magnetic sign (or other identifier acceptable to the Town) no smaller than 24 inches by 24 inches stating that the truck is hauling for Preferred Sands and including a number for contacting Preferred.

5.5 This Section specifically modifies and replaces Section 46.07(4) of the Mine Ordinance.

## 6. Control of Light and Noise

6.1 The Operator shall limit night lighting on the Property 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  $\frac{1}{4}$  mile of the mine site. At a minimum, and if not contradictory to MSHA rules, regulations and requirements, Preferred shall undertake the following:

6.1.1 The use of cutoff shrouds on all lights;

6.1.2 Portable lighting shall be used only as necessary to illuminate temporary work areas;

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

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

6.2 Preferred shall control noise levels off of the Property to the maximum extent practicable to minimize adverse impacts to the residents of the properties listed on Exhibit C attached hereto (the "**Adjoining Residences**"). Among other things, these practices shall include the use MSHA-approved "white noise" back up alarms, and properly maintained mufflers on mining equipment.

6.3 The noise levels at the Adjoining Residences (to be measured 200 feet from the corner of the dwelling closest to the Property) shall not exceed 55dB. Noise levels shall not include vehicle roadways adjacent to the Adjoining Residences. Decibels shall be based on dbA, which is the unit of sound level expressed in decibels (db) and A-weighted, as described in ANSI S 1.4, 1983, Section 1.5, and shall be measured in accordance with accepted protocols.

6.4 Upon request by the owner of any Adjoining Residence, Preferred shall contract with an independent testing service to install a decibel monitor at the Adjoining Residence. Noise levels shall be taken to avoid off-site truck noise. The tests shall occur for a 10-day period. If the test results are 55 db or below, the resident may not request another test for one year. If the test results are above 55 db, then Preferred shall undertake additional efforts to mitigate noise at the Adjoining Residence within ninety (90) days of the test result (unless an additional reasonable period of time is needed due to the nature of the mitigation efforts to be undertaken), and provide a re-test upon request of the resident. Preferred shall provide notice to the Town prior to the testing and shall provide any test results within thirty (30) days of Preferred's receipt of the test results.

6.5 This Section specifically modifies and replaces Section 46.07(5) of the Mine Ordinance.

## 7. Air Quality and Fugitive Dust

7.1 Preferred shall comply with its fugitive dust control plan as and when approved by the WDNR (as same may be amended from time to time, the "**Dust Control Plan**"). Preferred shall provide to the Town a copy of Preferred's approved Dust Control Plan and any and all subsequent modifications thereof.

7.2 Any resident of the Town may document a complaint about fugitive dust originating from and leaving the Property by taking a photograph or video showing visible emissions from the mine site that includes the time, date and location at which the photograph or video was taken and sending a copy to the Town and Preferred. Preferred will have ten (10) days to respond to the complaint and indicate what if any additional operational practices, best management practices or control devices will be implemented. If there are more than three such documented complaints in a six (6) month period the Town shall evaluate appropriate enforcement responses.

7.3 Preferred will install an ambient air monitor for Particle Matter smaller than 10 micrograms ("**PM10**") and will implement an associated Ambient Air Monitoring Plan ("**AAMP**") in cooperation with the WDNR. Such air monitor will be installed on the Property in compliance with EPA Regulations 49 CFR Part 58 Appendix E. Preferred will also install a Meteorological Station and Ambient Air Monitor for Particulate Matter smaller than 2.5 micrograms ("**PM2.5**"). This monitoring equipment and associated data collection and lab analysis methodology will meet applicable EPA requirements. The monitoring equipment will be installed on the Property in accordance with EPA Regulations 49 CFR Part 58 Appendix E. Monitoring shall be conducted quarterly during the first two (2) years following commencement of nonmetallic mining operations at the Property and annually thereafter if no exceedances of state or federal standards are recorded during the quarterly sampling. The resulting reports will be made available to the Town. The cost for installing the PM10 monitor shall be paid by Preferred. The cost for installing the PM 2.5 monitor shall be split equally between Preferred and the Town. Payment of costs by the Town under this section shall only be made when there are adequate funds in the Impact Fee Account established under Section 3.2. Costs incurred by Preferred to run the tests described above and will be subject to reimbursement under Section 3.2.

7.4 If the State of Wisconsin promulgates and implements an air quality standard for silica dust during the term of this Agreement, at least one air monitor shall be utilized to monitor for silica dust. If a monitor is required by the State of Wisconsin that monitor can be used for this purpose.

7.5 This Section specifically modifies and replaces Section 46.07(6) of the Mine Ordinance.

## 8. Control of Waste Materials

The amount of waste material (non-marketable fines) returned to the Property as part of the reclamation process shall not exceed the amount of waste material that results from processing of

silica sand mined from the Property. Unless otherwise agreed to by the Town and the Owners, Preferred shall not bring waste material from off-site silica sand sources onto the Property.

## **9. Standards Regarding Groundwater**

9.1 Preferred agrees that all mining will occur at least ten (10) feet above the water table.

9.2 Preferred agrees to comply with any groundwater monitoring required by Chippewa County and to include any such results as part of its Annual Report.

9.3 The Town acknowledges that the operations of Preferred approved pursuant to this Agreement will not involve the use of lead, arsenic, chlorides, nitrates or other toxic substances. Nevertheless, in the interest of public health, safety and welfare, Preferred agrees to monitor its on-site monitoring wells for the following constituents: lead, arsenic, turbidity, total suspended solids, chlorides, nitrates, specific conductivity, flocculants used in the wash plant process and any other toxic substance that may reasonably be believed to be present in the area of the deposit. Sampling shall occur once a year for the first two (2) years of nonmetallic mining operations conducted pursuant to this Agreement and, if there are no exceedances of preventative action limits ("PAL") in Wis. Admin Code Ch. NR 140, then annually at one down gradient well thereafter. If there is an exceedance of a PAL, then monitoring at its on-site monitoring network shall continue annually.

9.4 Preferred also agrees to sample all private wells within 1/2 mile of the mine site down gradient of the groundwater flow, for the same constituents as set forth in Section 9.3. Such sampling shall occur once within ninety (90) days of this Agreement. The presumption shall be that any substances detected in this initial test shall be considered background or naturally occurring substances unless conclusively established otherwise.

9.5 Preferred shall sample private wells within 1/4 mile of the mine site down gradient of the groundwater flow every two (2) years and private wells on the perimeter of other sides of the mine site every three (3) years.

9.6 Preferred will comply with WDNR regulations under Wis. Admn. Code Ch. NR 820 relating to protection of groundwater quality and it shall obtain a high capacity well permit for all qualifying wells that may be installed for mining and production purposes to the extent required by WDNR.

9.7 Preferred shall comply with the requirements of the high capacity well permit as determined by WDNR, which may include maintaining records of pumping rates and volumes for all high capacity wells at the mine site on a monthly basis following procedures established in NR 820.13. To the extent that such records are required pursuant to the high capacity well permits, Preferred shall make copies of such records available for review by the Town upon the Town's request, which may be made no more frequently than quarterly during any 12-month period.



9.8 In the event that nonmetallic mining operations at the Property are proven to have caused a degradation of groundwater quality below standards listed in Wis. Admn. Ch. NR 140, Preferred shall work to mitigate these effects by altering site operations.

9.9 This Agreement does not relieve Preferred of the responsibility for compliance with all provisions of Wisconsin State Statutes Ch. 281, Wisconsin Administrative Code NR 140, NR 820 NR 812, as they may pertain to waters of the state and the operation of any private wells on neighboring properties, nor does this Permit restrict any property owner from pursuing rights or remedies available under applicable laws, including but not limited to common law and Wis. Stat. § 281.77, for damages sustained as a result of Preferred's failure to comply with the referenced statutes and regulations.

9.10 This Section specifically modifies and replaces Section 46.07(8) of the Mine Ordinance.

## 10. **Incorporation of Other Operational Standards**

10.1 Mine Ordinance Operation Standards. Preferred shall comply with all relevant Mine Ordinance Operation Standards not modified by this Agreement, which include:

10.1.1 General Standards in Mine Ordinance Section 46.07(1)

10.1.2 Buffer Areas in Mine Ordinance Section 46.07(2), except that if a property owner otherwise entitled to notice of blasting events indicates in writing that notification is not required, then no such notification need be provided. Preferred shall screen the mining operations from public view to the maximum extent practicable through the use of berms, the natural topography of the Property, the planting of tree rows, additional setbacks, and other measures to the extent physically and financially feasible.

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

### 10.2 Storm Water Management.

10.2.1 Preferred shall comply with the Storm Water Management and Erosion Control Plan included in the Reclamation Plan, which is incorporated by reference.

10.2.2 Preferred shall repair any damage to, and remove sediment from, Town road ditches and other drainage ways adjacent to the Property caused as a direct result of Preferred's nonmetallic mining operations.

### 10.3 Damages to Private Water Supplies.

10.3.1 A property owner within 1/2 mile of the mine site may seek remedies under Subsections 10.3.2 through 10.3.5 below for any of the following damages to private water supply demonstrated to have been caused primarily by Preferred's nonmetallic mining operations:

- (a) A maximum contaminant level, preventative action limit or enforcement standard is exceeded in a private water supply well on the owner's property; or
- (b) A substantial adverse impact on the quantity of water from a private well on the owner's property occurs, including, but not limited to, the inability of any such well to provide water on a continuous basis.

10.3.2 Any property owner under Subsection 10.3.1 seeking a remedy under this Section shall simultaneously file a notice with the Town and Preferred of the occurrence of an event under Subsection 10.3.1 explaining the nature and extent of the problem.

10.3.3 Within one (1) business day after receipt of such notice in Subsection 10.3.2, the Town may use funds paid to the Town by Preferred under Section 3 of this Agreement to provide an adequate interim water supply. The Town may also use funds paid to the Town by Preferred under Section 3 to indemnify the Town for any claims filed under Wis. Stat. § 281.77(4). An interim water supply shall continue until the Town has approved the report or plan under Subsection 10.3.4. Funds used by the Town pursuant to this Section 10.3.3 shall be subject to reimbursement by the property owner if it is determined that Preferred's nonmetallic mining operations did not cause damage to the owner's private water supply.

10.3.4 Within twenty (20) days after receipt of notice under Subsection 10.3.2, Preferred shall provide to the property owner and to the Town either (a) a report that confirms that the impact to the property owner was not attributable to Preferred's nonmetallic mining operations or (b) a plan for providing a permanent alternative water supply for the property owner to be paid for by Preferred.

10.3.5 The Town, in consultation with the property owner, shall review the report or plan and approve or deny such report or plan. If the Town determines that Preferred was not the primary cause of damage to the private water supply, then Preferred shall have no responsibility for damage to the private water supply. If the Town determines that Preferred was the primary cause of damage to the private water supply, then, subject to the terms and conditions of this Agreement, Preferred shall reimburse to the Town funds used by the Town under Section 10.3.3, and Preferred shall provide a permanent alternative water supply for the property owner to be paid by Preferred out of funds separate from Impact Fee payments.

10.3.6 A property owner beyond 1/2 mile of the mine site may apply to the Town for use of funds paid by Preferred under Section 3 of this Agreement to remedy damages to a private water supply identified in Subsection 10.3.1 provided that the property owner can demonstrate to the Town that the damage to the private water supply was caused primarily by Preferred's nonmetallic mining operations. If the Town determines that the damage was caused primarily by Preferred's nonmetallic mining operations, the property owner can utilize the remedies in Subsections 10.3.2 through 10.3.5.

10.3.7 This Section specifically modifies and replaces Section 46.11 of the Mine Ordinance.

10.4 Blasting. Blasting as defined in Chapter 47 of the Town's code of ordinances, shall occur between the hours of 9:00 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 Preferred and its contractors. Blasting is not anticipated to occur more than 3 times per week. The provisions of Sections 47.07 and 47.09-47.16 are incorporated into this Agreement by reference.

10.5 Restoration. Preferred shall complete restoration of the Property as set forth in the Reclamation Plan.

## **11. Property Value Guarantee**

11.1 Preferred hereby grants certain residential property owners the Property Value Guarantee set forth in the attached Exhibit D. To the extent any payment obligations arise under the Property Value Guarantee prior to termination of this Agreement, such obligations shall survive this Agreement.

11.2 The property owners listed in Attachment 1 to Exhibit D are third party beneficiaries of this Agreement as it pertains to the Property Value Guarantee.

## **12. Laws to be Observed**

12.1 Preferred shall at all times comply with all federal, state, county and, subject to the provisions of Section 1.3 of this Agreement, local laws, regulations and ordinances applicable to Preferred's operations on the Property which are in effect or which may become effective in the future.

12.2 This Agreement modifies certain requirements of the Mine Ordinance relating to license application requirements pursuant to Section 46.06(5) of the Mine Ordinance and minimum standards of operation pursuant to Section 46.07 of the Mine Ordinance as set forth in this Agreement. It replaces the license requirements and procedures in Sections 46.04 and 46.05 of the Mine Ordinance.

12.3 A violation by Preferred of any law, regulation, ordinance or permit applicable to Preferred's nonmetallic mining operations on the Property shall not constitute a violation of this Agreement provided Preferred is working diligently with the governmental authority(ies) charged with administering such law, regulation or ordinance to cure such violation. This Section 12.3 shall not apply to a violation of this Agreement or any operative provision of the Mine Ordinance or, subject to Section 1.3, other Town ordinances.

## **13. Dispute Resolution**

13.1 Disputes Concerning Agreement. Any dispute concerning: (i) the interpretation or application of any provision of this Agreement, or any operative provision of the Mine Ordinance, (ii) enforcement seeking the remedies in Mine Ordinance Sections 46.09(4)(c), (e) and (f), (iii) a decision of the Town not to renew this Agreement (and the Approval contained herein), or (iv) a determination by the Town that Preferred's nonmetallic mining operations caused damage to a private water supply shall be addressed as follows: The party asserting a dispute shall first give written notice thereof to the other party and specify the nature of the

dispute in reasonable detail and shall meet with such other party within thirty (30) days of the event giving rise to the dispute. Such notice shall set forth in reasonable detail all reasons supporting the basis of the dispute. Within thirty (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.

13.2 Mediation. In case of a dispute under Section 13.1 that cannot be resolved pursuant to the procedures in that Section, either Party may make a written request to have the dispute resolved through mediation.

13.2.1 The Parties shall meet within twenty (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 provided for in Section 13.1, 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 the Mediator.

13.2.2 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.

13.2.3 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.

13.2.4 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.

### 13.3 Remedies

13.3.1 Inspection and Right of Entry. Preferred shall, upon not less than 24 hours notice 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, unless the Town reasonably determines that imminent threats to health, safety or property require a shorter notice period. In the event of Preferred’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, and the provisions of Sections 13.1 and 13.2 shall not apply.

13.3.2 Notice of Non-Performance. In the event that the Town believes Preferred has failed to perform any of its obligations under this Agreement, or has violated any operative provision of the Mine Ordinance, the Town shall provide written notice to Preferred and the

parties shall hold an initial meeting within ten (10) days following such notice for purposes of attempting to resolve the matter on an amicable basis, unless the Town reasonably determines that imminent 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.

13.3.3 Corrective Orders. Unless the Town reasonably determines that imminent threats to health, safety or property require immediate action, following compliance with the procedures set forth in Section 13.3.2, the Town may issue a written notice of default and a written order that specifies the action to be taken to remedy a default and the time period for curing the default. Upon mutual consent, the parties may agree to utilize the procedures in Section 13.2 to resolve any disputes concerning such orders.

13.3.4 Remediation and Reimbursement. In the event Preferred 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 Preferred's expense. Before performing Preferred's obligations, the Town shall give Preferred at least sixty (60) days written notice unless the Town reasonably determines that imminent threats to health, safety or property require a shorter notice period. Preferred shall reimburse the Town for all reasonable expenses incurred for materials, contractors, engineers, attorneys and other consultants in connection with performing Preferred's obligations within sixty (60) days of billing therefor.

13.3.5 Nonexclusivity. The remedies provided above are not exclusive. In addition to, or in lieu of, the remedies provided above, the Town may use any other remedies available to it under this Agreement or the Ordinance provided that remedies under Ordinance Section 46.09 (4)(c), (e) or (f) subject to compliance with the procedures set forth in Section 13.2.

#### **14. Warranties**

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

14.2 Preferred warrants that Preferred has full right and authority to enter into this Agreement.

14.3 The obligations of Preferred under this Agreement shall be binding on Preferred and its successors and assigns.

14.4 The Town may record a memorandum of this Agreement with the Register of Deeds. The cost of recording shall be paid by Preferred. Any such memorandum shall attach only to the interest of Preferred in the Property.

#### **15. Miscellaneous Provisions**

15.1 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.

15.2 No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor will it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Town and Preferred, 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 of this Agreement or wrongful act by Preferred.

15.3 Any notice required or permitted by this Agreement, except the notice required under the Property Value Guarantee (Exhibit D), 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 Preferred: Preferred Sands of Minnesota, LLC  
100 Matsonford Road, Suite 101  
Radnor, PA 19301  
Attention: General Counsel

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.

15.4 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.

15.5 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 following notice and opportunity for hearing.

15.6 This Agreement is entered into by the Parties for the purposes of approving the conducting by Preferred of nonmetallic mining operations on the Property. Preferred may assign or transfer its rights and obligations under this Agreement to any entity who succeeds, in whole or in part, to Preferred's interest in the Property, without the prior written consent of the Town, provided: (i) the Property will continue to be used for mining activities, (ii) that the assignee assumes in writing the obligations of Preferred pursuant to this Agreement, (iii) the assignee provides reasonable proof that the ability of the assignee to discharge its monetary obligations of this Agreement is at least equal to that of Preferred, and (iv) Preferred provides a copy of such agreement to the Town prior to the transfer. In the event Preferred transfers its rights and obligations for a purpose other than nonmetallic mining, this Agreement shall be terminated.

15.7 Preferred 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 the Property Value Guarantee (Exhibit D).

Preferred Sands of Minnesota, LLC

By: TJ

Name: TJ Doyle

Position: President

COMMONWEALTH OF PENNSYLVANIA  
DELAWARE COUNTY

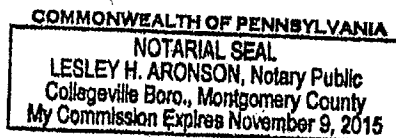
Personally came before me this 5<sup>th</sup> day of January, 2015 the above-named TJ Doyle to me (known to be the President of Preferred Sands of Minnesota, LLC., and the persons who executed the foregoing instrument and acknowledge the same.

Lesley H. Aronson  
Print Name: Lesley H. Aronson

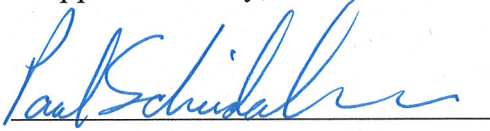
(SEAL)

Notary Public, Commonwealth of Pennsylvania

My commission expires 11.9.15



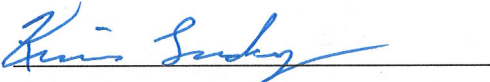
TOWN OF AUBURN  
Chippewa County, Wisconsin



Paul Scheidecker, Town Board Chairperson

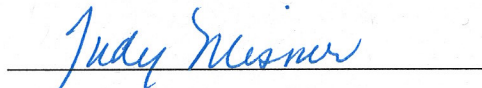


Albert Blaha, Supervisor



Kevin Ludwigson, Supervisor

Attested to as of 4/7, 2014.



Judy Misner, Town Clerk



## EXHIBIT A

### PROPERTY

#### Boese:

The Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 32, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

The Southwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 32, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, except Certified Survey Map No. 3805 as recorded in Volume 17 of Certified Survey Maps on Page 182 as Document #790464, Town of Auburn, Chippewa County, Wisconsin.

Tax Parcel Nos.: **23110-3212-00000000** and **23110-3213-00020000**

#### Dahlka:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 29, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

The West Half (W½) of the Southeast Quarter (SE¼) of Section 29, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

The Southwest Quarter (SW¼) of Section 29, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin

Tax Parcel Nos.: **23110-2944-00000000**, **23110-2942-00020000**, **23110-2943-00000000**, **23110-2932-00020000**, **23110-2931-00020000**, **23110-2933-00000000**, and **23110-2934-00000000**

#### V & D Stuckert:

The West Half (W½) of the Southwest Quarter (SE¼) of Section 20, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

The Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 20, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 29, Township 31 North, Range 10 West; the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 29, Township 31 North, Range 10 West; and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of

Section 29, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Tax Parcel No.: **23110-2032-00000000, 23110-2033-00000000, 23110-2034-00000000, 23110-2922-00000000, 23110-2921-00000000, and 23110 2923-00020000**

Hughes:

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 19, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 20, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Together with the following perpetual easement of ingress and egress:

A two (2) rod easement over and across the South two (2) rods of the North four (4) rods of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 20, Township 31 North, Range 10 West; thence continuing South along the West line of the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 20, to the Northeast (NE) corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 19, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

A two (2) rod easement running from the Northeast (NE) corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 20, running thence South along the East line of the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 20 to the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 20, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Tax Parcel No.: **23110-1941-00000000 and 23110-2031-00000000**

R & S Stuckert:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 29, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Tax Parcel No.: **23110-2924-00020000 and 23110-2924-08000000**

Weber:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 29, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 29, Township 31 North, Range 10 West; and, Town of Auburn, Chippewa County, Wisconsin.

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 29, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Tax Parcel No.: **23110-2913-00020000**, **23110-2914-00020000**, and **23110-2941-00020000**

Reimer:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 20, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 20, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Tax Parcel No.: **23110-2023-00000000** and **23110-2024-00000000**

Preferred Sands of Minnesota:

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 29, Township 31 North, Range 10 West, Town Auburn, Chippewa County, Wisconsin, except Lot 1 of Certified Survey Map #3648 as recorded in Volume 16 of Certified Survey Map on Page 297 as Document #771171.

Part of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 29, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, also described as Lot 1 of Certified Survey Map #3648 as recorded in Volume 16 of Certified Survey Map on Page 297 as Document #771171.

The NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 29, Township 31 North, Range 10 West, Town Auburn, Chippewa County, Wisconsin

Tax Parcel No: **23110-2911-00020000**, **23110-2911-73648001** and **23110-2912-00000000**

**EXHIBIT B**

**SITE PLAN**





CAD BY	CHECKED BY	<u>EXHIBIT B</u>					
MBB	PM						
GEOLOGIST	PROJECT FOLDER						
MBB		<u>PREFERRED SANDS OF MINNESOTA</u>					
SCALE	PLAN SHEET NO.						
NTS							
				FINAL	1/1/1/2-4	PM	
				DESCRIPTION	DATE	CHECKED BY	





## EXHIBIT C

### ADJOINING RESIDENCES

LAST_NAME	FIRST_NAME	ADDRESS_1	CITY_STATE	ZIPCODE	PINGIS
GRANROS	DEAN W & PATRICIA J	19665 18TH ST	BLOOMER WI	54724	23110-3114-72494003
HARELSTAD	PAUL W	21278 27TH ST	BLOOMER WI	54724	23110-2044-00020000
LARUE	ALLEN W	21668 27 <sup>TH</sup> ST	BLOOMER WI	54724	23110-2013-74074002
LEE	JAMES J	1943 STATE HWY 64	BLOOMER WI	54724	23110-3041-01750000
MAWBY	BRIAN T AND MARY JO	21972 27TH ST	BLOOMER WI	54724	23110-2012-71280001
MISNER	DAVID A & JUDITH K	1811 STATE HWY 64	BLOOMER WI	54724	23110-3041-02510000
POIRIER	MITCHEL R	2251 220 <sup>TH</sup> AVE	BLOOMER WI	54757	23110-2022-72065001
RIHN	WILLIAM B & SHIRLEY	2600 195TH AVE	BLOOMER WI	54724	23110-3213-73805001
RUFLEDT	JOSHUA E & KIMBERLY M	1822 STATE HWY 64	BLOOMER WI	54724	23110-3014-02100000
TEDFORD	BRIAN A & MICHELLE A	1818 STATE HWY 64	BLOOMER WI	54724	23110-3014-03100000
WALDBUESSER	WILLIAM E & LUCRETIA C	20991 30TH ST	BLOOMER WI	54724	23110-2133-00000000
WALDBUESSER	WILLIAM E III	21896 27TH ST	BLOOMER WI	54724	23110-2013-71351001A
ZEMAN	CHRISTOPHER M	21830 27TH ST	BLOOMER WI	54724	23110-2013-71351001B

## EXHIBIT D

### PROPERTY VALUE GUARANTEE

Preferred shall provide a property value guarantee to the owners (the "**Protected Owners**") of legal parcels of real property which contain existing homesteads (the "**Guaranteed Properties**") located within 3/8 mile of the mine site and any Town or County Road adjacent to the mine site or used as a haul road (the "**Protected Area**") subject to the following terms and conditions:

- (1) The Protected Owners are identified on Attachment 1 hereto.
- (2) Determination of Fair Market Value ("**FMV**")
  - (a) The Protected Owner and Preferred shall attempt to agree on an appraiser who is licensed as a real estate appraiser in Wisconsin.
  - (b) In the event Preferred and the Protected Owner cannot agree on an appraiser, the Protected Owner shall select a bank or credit union in Chippewa County, with whom the Protected Owner does not do business, to provide the name of an appraiser it regularly employs to do appraisals.
  - (c) The appraiser selected shall provide Preferred and the Protected Owner with an appraisal of the fair market value of the property, assuming Preferred's sand mine did not exist.
  - (d) Preferred shall pay for the appraisal.
- (3) A property value guarantee ("**Guarantee**") shall be provided in connection with the sale of any Guaranteed Property as follows:
  - (a) For a Guaranteed Property that closes, or with respect to which the 270-day listing period expires, within five (5) years of the Effective Date, the "**Guaranteed Value**" of each such Guaranteed Property shall be equal to 120% of the FMV determined above.
  - (b) For a Guaranteed Property that closes, or with respect to which the 270-day listing period expires, more than five (5) years after the Effective Date but less than ten (10) years after the Effective Date, the "Guaranteed Value" of each such Guaranteed Property shall be equal to 110% of the FMV determined above.
  - (c) For a Guaranteed Property that closes, or with respect to which the 270-day listing period expires, more than ten (10) years after the Effective Date but less than fifteen (15) years after the Effective Date, the "Guaranteed Value" of each such Guaranteed Property shall be equal to 100% of the FMV determined above.

(4) If a Protected Owner elects to sell a Guaranteed Property at any time during the term of the Guarantee, such Protected Owner shall first notify Preferred of such desire in writing.

(5) After such notice, the Protected Owner shall enter into a listing contract with a real estate broker licensed in the State of Wisconsin. The listing contract shall run for a minimum of 270 days. The listing price shall be not less than the applicable Guaranteed Value. Any listing contract shall exclude Preferred as a potential buyer so that if Preferred purchases the Guaranteed Property, no commission shall be due.

(6) If, following the listing of the Guaranteed Property as provided above, the Protected Owner receives a bona fide arm's-length offer, from a third party who intends to use the Guaranteed Property for residential purposes, for a price less than the applicable Guaranteed Value that the Protected Owner wishes to accept, the Protected Owner shall provide a copy of such offer to Preferred. For ten (10) business days after receipt of such offer by Preferred, Preferred shall have the right to elect to purchase the Guaranteed Property on the same terms and conditions as contained in the bona fide offer, less any commission the Protected Owner would otherwise be required to pay on such third party sale (the "**Right of First Refusal**"). Preferred shall exercise its Right of First Refusal by delivering written notice of such exercise to Protected Owner. If Preferred fails to so notify Protected Owner, Protected Owner shall be free to accept the bona fide offer from such third party and sell the Guaranteed Property.

(7) If the Protected Owner sells the Guaranteed Property for less than the Guaranteed Value pursuant to a bona fide offer, and such sale closes during the term of this Guarantee, Preferred shall pay the Protected Owner the difference between the selling price set forth in the bona fide offer and the Guaranteed Value, less the realtor's commission that would have been payable on that difference, subject to the limitations below. Such payment shall be due even if Preferred exercises its Right of First Refusal. Preferred shall make such payment within thirty (30) days following notification to Preferred from the Protected Owner confirming closing of the sale of the Guaranteed Property. Such notice shall include a copy of the final signed settlement statement.

(8) If the Guaranteed Property is not sold within 270 days of the date of the listing contract, Preferred shall purchase the property for an amount equal to the Guaranteed Value less the realtor's commission that would have been paid if the Guaranteed Property had sold under the listing contract, such purchase to be completed at the closing date following notification to Preferred from the Protected Owner that the Guaranteed Property was not sold during the 270-day listing period.

(9) This Guarantee shall apply only once for any Guaranteed Property and shall be available only to the Protected Owners.

(10) A Guaranteed Property will not qualify for the Guarantee in the event the Protected Owner sells or otherwise conveys the Guaranteed Property by a transaction that is not considered a bona fide, arm's-length sale (such as a sale or gift to a relative) or a sale, gift



or transfer to a third party who does not intend to utilize the Guaranteed Property for residential purposes.

(11) This Guarantee shall cease to apply to any Protected Owner (a) who uses the Guaranteed Property or any other of such Protected Owner's land within the Protected Area for nonmetallic mining, (b) who subjects all or any portion of his Guaranteed Property or any other of such Protected Owner's land within the Protected Area to a lease, a purchase and sale agreement or any other financial arrangement or agreement with any person or entity engaged in nonmetallic mining, (c) if such Guaranteed Property or portion thereof or any other of such Protected Owner's land within the Protected Area is intended to be used in connection with nonmetallic mining following consummation of any such lease, purchase and sale agreement, financial arrangement or agreement, or (d) during the time that the Protected Owner's Guaranteed Property is covered by any other property value guaranty in connection with another mining agreement.

(12) This Guarantee shall cease to apply to any Protected Owner who subdivides his Guaranteed Property during the term of the Guarantee.

(13) This Guarantee does not apply to Property which is for sale on the Effective Date.

# ATTACHMENT 1 TO EXHIBIT D

## PROTECTED OWNERS

LAST NAME	FIRST NAME	ADDRESS 1	CITY STATE	ZIPCODE	PINGIS
BEAUDETTE	LEE J & JENNIFER L	1126 MAIN ST	BLOOMER WI	54724	23110-2042-73390004
BECKER	DEAN A & GERI C	2694 220TH AVE	NEW AUBURN WI	54757	23110-1743-71958001
CANFIELD	WILLIAM & MARY	21342 27TH ST	BLOOMER WI	54724	23110-2041-06250000
CLARK, LORI A ETAL	JOHN & MARIE CLARK	3266 STATE HWY 64	BLOOMER WI	54724	23110-2823-00020000
CLOUDBURST FARM LLC		1603 16 <sup>TH</sup> AVE APT #4	BLOOMER WI	54724	23110-3113-00020000
CODY	JOSHUA & LOUISE	21851 27TH ST	BLOOMER WI	54724	23110-2011-07510000
CODY	JOSHUA & LOUISE	21851 27TH ST	BLOOMER WI	54724	23110-2014-03750000
DIETSCHKE	BRADLEY L & PAMELA J	E10058 1170TH AVE	COLFAX WI	54730	23110-3013-00020000
EWINGS	KEITH & JOAN	1737 STATE HWY64	BLOOMER WI	54724	23110-3042-01250000
GRANROS	DEAN W & PATRICIA J	19665 18TH ST	BLOOMER WI	54724	23110-3114-72494003
HARELSTAD	PAUL W	21278 27TH ST	BLOOMER WI	54724	23110-2044-00020000
HOECHERL	STEVEN & JENNIFER	19654 18TH ST	BLOOMER WI	54724	23110-3114-72242002
KNEIFL	MICHAEL & ASHLIE	18783 16TH ST	BLOOMER WI	54724	23110-3112-72766006
LARUE	ALLEN W	21668 27 <sup>TH</sup> ST	BLOOMER WI	54724	23110-2013-74074002
LARSON	ROSS & KATHLEEN	19779 16TH ST	BLOOMER WI	54724	23110-3112-72766004
LEE	JAMES J	1943 STATE HWY 64	BLOOMER WI	54724	23110-3041-01750000
LINDSLEY	ALLAN	2061 195TH AVE	BLOOMER WI	54724	23110-3232-05010000
MACHYCKOVA	ANDREW & DAGMAR	21677 27TH ST	BLOOMER WI	54725	23110-2014-00020000
MARTINSON &OMTVEDT	BRENT & STACI	21995 27TH AVE	BLOOMER WI	54724	23110-2011-02510000
MAWBY	BRIAN T AND MARY JO	21972 27TH ST	BLOOMER WI	54724	23110-2012-71280001
MARTIN	DOUGLAS & SUSAN	21315 27TH ST	BLOOMER WI	54724	23110-2041-70928001
MISNER	DAVID A & JUDITH K	1811 STATE HWY 64	BLOOMER WI	54724	23110-3041-02510000
POIRIER	MITCHEL R	2251 220 <sup>TH</sup> AVE	BLOOMER WI	54757	23110-2022-72065001
RIHN	WILLIAM B & SHIRLEY	2600 195TH AVE	BLOOMER WI	54724	23110-3213-73805001
RUFLEDT	JOSHUA E & KIMBERLY M	1822 STATE HWY 64	BLOOMER WI	54724	23110-3014-02100000
SCHWAB	JUDITH S	2005 8TH AVE	BLOOMER WI	54724	23110-3223-00000000
TEDFORD	BRIAN A & MICHELLE A	1818 STATE HWY 64	BLOOMER WI	54724	23110-3014-03100000
THOMPSON	JAMES L & JENNIFER L	2344 195TH ST	BLOOMER WI	54724	23110-3224-07250000
WALDBUESSER	WILLIAM E & LUCRETIA C	20991 30TH ST	BLOOMER WI	54724	23110-2133-00000000
WALDBUESSER	WILLIAM E III	21896 27TH ST	BLOOMER WI	54724	23110-2013-71351001A
ZEMAN	CHRISTOPHER M	21830 27TH ST	BLOOMER WI	54724	23110-2013-71351001B