



Board of County Commissioners Agenda Request

2R
Agenda Item #

Requested Meeting Date: September 8, 2020

Title of Item: Precision Pipeline LLC - Lease Request

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Rich Courtemanche		Department: Land
Presenter (Name and Title): Rich Courtemanche - Land Commissioner		Estimated Time Needed: n/a
Summary of Issue: <p>Precision Pipeline LLC of 3314 56th St, Eau Claire, WI 54703 wishes to temporarily lease a 4.3 acre piece of land located at 57014 Great River Road Palisade, MN 56469 commencing on October 1, 2020 and ending on September 30, 2021 for the term of one thousand dollars per month (\$1,000/mo).</p> <p>The attached lease agreement has been reviewed by the Aitkin County Attorney and found to be acceptable in form and content.</p> <p>The Aitkin County Engineer was consulted and has no conflict with the use of the property.</p> <p>Precision Pipeline LLC recognizes that there is an existing easement through the property and has agreed to allow for the free access and travel of vehicles, materials and equipment using the easement and right to use.</p> <p>The Aitkin County Land department recommends approval of the lease agreement by resolution.</p>		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Approve the resolution to allow a lease of the said property to Precision Pipeline LLC County Board Chair / County Administrator sign Lease agreement.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i> \$1,000 monthly rent from Precision Pipeline LLC to be deposited in FTS (10-923) account.		

Legally binding agreements must have County Attorney approval prior to submission.



LIBBY

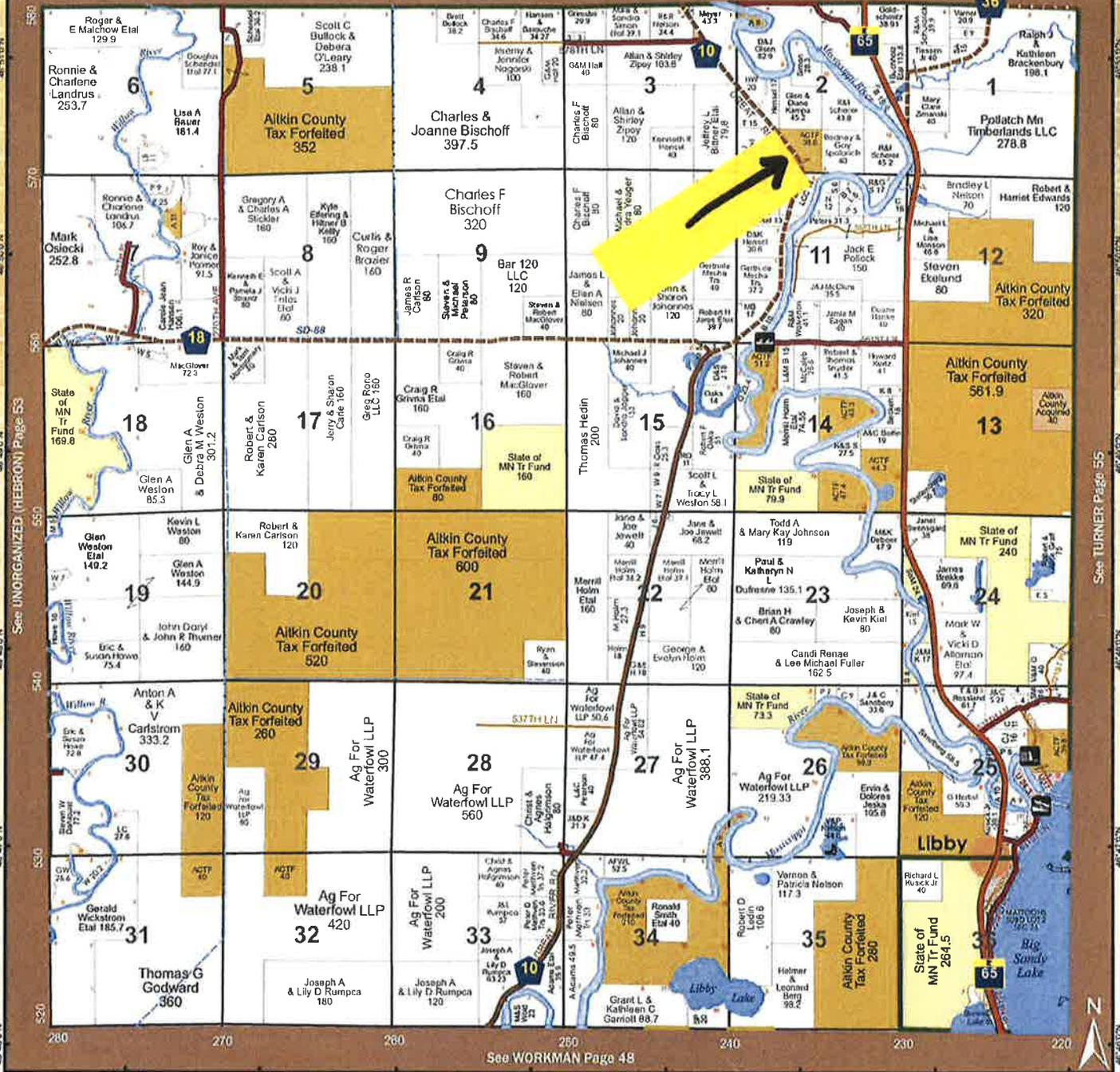
T.50N. - R.24W.



© 2009, Regents of the University of Minnesota. All Rights Reserved.

See VERON Page 60

See WORKMAN Page 48



See UNORGANIZED (HEBRON) Page 55

See TURNER Page 55

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), made and entered into as of the 26th day of August, 2020 by and between the State of Minnesota administered by Aitkin County (the “Landlord”), with an address for legal notices at 502 Minnesota Ave. N., Aitkin, MN 56431 and Precision Pipeline, LLC (the “Tenant”), located at 3314 56th St. Eau Claire, WI 54703.

WITNESSETH

For and in consideration of the rentals herein provided for and of the premises herein contained, the Landlord does hereby lease and let unto the Tenant the hereafter described property for the term and on the terms and conditions as hereinafter set forth.

1. PROPERTY

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord according to this Lease, that certain approximately 4.3 acre parcel of land located at 57014 Great River Road, Palisade, MN 56469, as is depicted in Exhibit A to this Lease (the “Premises”).

2. TERM

The Lease shall be for an initial term of 12 months (“Initial Term”). The Lease shall commence on October 1, 2020 (“Commencement Date”) and end on September 30, 2021 (“Expiration Date”). After the expiration of the Initial Term, the term of this Lease shall automatically renew on a month to month basis (unless Tenant notifies Landlord at least thirty (30) days prior to the expiration of the Initial Term that the term of the Lease shall not renew on a month to month basis), such month to month tenancy (the “Renewal Term”) to continue on the same terms and conditions as herein contained, until either Tenant or Landlord gives thirty (30) days’ written notice to the other party terminating the Lease (the Initial Term and any Renewal Terms are hereinafter collectively referred to as “Term”). In no event shall Tenant be subject to any increase in Rent for the Renewal Term. In the event Tenant’s contract with its customer is terminated, modified or changed in any manner so that Tenant determines in good-faith it no longer has a need for the Premises, then Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice by Tenant to Landlord. If Tenant chooses to terminate this Lease as provided within this Section, then Tenant shall have no further liabilities or obligations to Landlord. In the event Tenant notifies Landlord that the Lease shall not renew on a month to month basis or in the event Tenant notifies Landlord that the month to month tenancy is terminated, or in the event the Lease is otherwise terminated, and Tenant does not timely vacate, the provisions set forth in Section 22 shall apply.

3. USE

The Tenant shall use the Premises for any legal purpose including, but not limited to, general office and storage space, and as a material and equipment yard and storage area, together with the right to park construction vehicles and equipment overnight (the “Permitted Use”). In addition, Tenant shall have the right to place any temporary buildings on the Premises, including but not limited to, trailers and stressed membrane structures (“Temporary Buildings”). Tenant shall have the right to remove its items on the Premises, including any Temporary Buildings, at any time and at its sole discretion during the Term of this Lease and any Renewal Term. Tenant shall also have the right to install and remove fencing. Tenant shall not use, occupy or knowingly permit the Premises or any part thereof to be used or occupied for any unlawful or illegal activity, use or purpose, nor in a manner so as to constitute a public nuisance nor for

any activity, use or purpose that violates any laws, orders, ordinances, rules or regulations of federal, state, county or local authorities.

4. BASE RENT; SECURITY DEPOSIT

The Tenant hereby agrees to pay Landlord \$1,000.00 per month as ("Base Rent"). Base Rent shall commence on the first day of the Initial Term and shall be, due and payable on the first day of each calendar month thereafter. Following the execution and delivery of this Lease by Landlord and Tenant, Tenant shall deposit with Landlord the sum of one thousand dollars (\$1,000.00) as a security deposit. Said security deposit shall be considered as security for the payment and performance by Tenant for all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within thirty (30) days following the expiration or termination of the Lease Term, Landlord will, provided that Tenant is not in default of the terms of the Lease, return and pay back said security deposit to Tenant. Following applicable notice and cure periods, Landlord shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure Tenant's default.

5. UTILITIES

Landlord warrants and represents that the Premises contains all necessary lines and hookups for any and all applicable utility services. Tenant shall be responsible to directly pay utility companies for all costs of any and all utility services provided to the Premises during the Lease Term. In the event any available utility connections are not located near Tenant's Temporary Buildings, Tenant shall have the right, at its sole cost, to extend such connections to its Temporary Buildings. In the event the Premises contain no utility connections, Tenant shall have the right to use generators on the Premises to service its Temporary Buildings with all necessary utilities.

6. TAXES

The Landlord shall pay or cause to be paid all taxes, no matter how characterized or defined, including, but not limited to, real estate and assessments, general and special, which may be levied, assessed, or imposed by the lawful tax authorities on the Premises.

7. REPAIRS AND MAINTENANCE AND ALTERATIONS

(a) [Intentionally Omitted]

(b) During the Term, the Tenant shall, at its sole expense, (i) be responsible for normal, routine maintenance and care of any of its personal property, Temporary Buildings and items stored on the Premises; (ii) maintain the Premises in a clean manner, and (iii) make all repairs caused by Tenant's negligence.

8. COMPLIANCE WITH LAWS AND REGULATIONS

The Landlord shall comply with all existing and future laws and regulations affecting the Premises. Landlord represents and warrants to Tenant that as of the Commencement Date, that all systems and utilities are in good working order and repair, and the Premises is in compliance with all laws, ordinances, orders, rules, regulations, and other governmental requirements (collectively "Laws") relating to the use, condition, and occupancy of the Premises.

In this Section, "hazardous materials" includes but is not limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances by any law or statute now or after this date in effect in the state in which the Premises are located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "Hazardous Substance Laws"). Tenant agrees not to violate any Hazardous Substance Laws, and agrees to indemnify and hold Landlord harmless from and against, and shall reimburse the Landlord for any loss, claim, liability, damages, cost or expense arising under the Lease resulting from the presence of any Hazardous Substances and/or contaminants in violation of Hazardous Substance Laws at the Premises as a direct result of the acts of the Tenant, its employees, or its agents during the Initial Term or any Renewal Term of the Lease. The provisions of this Lease relating to Hazardous Substances will survive the expiration or termination of this Lease.

9. COVENANTS OF THE LANDLORD

The Landlord covenants, represents, and warrants the following: (a) the Premises is properly zoned for the Permitted Use; (b) the Landlord has no knowledge of any violations or potential violations of applicable laws, rules, ordinances and regulations pertaining to the Premises; (c) it is not a violation or a potential violation of any applicable laws, rules, ordinances or regulations pertaining to the Premises to park Tenant's vehicles at the Premises; and (d) Landlord represents and warrants that it is the fee owner of the Premises and has good title thereto free and clear of all tenancies and has the full right and authority to enter into the Lease. As long as Tenant is not in default under the Lease, Tenant shall enjoy peaceful and quiet possession of the Premises against any party claiming through the Landlord.

10. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

Tenant shall agree to subordinate the Lease and attorn to Landlord's mortgagee only if Landlord and Landlord's mortgagee recognize and leave undisturbed Tenant's possession of the Premises so long as Tenant is not in default under the Lease. This provision is self-operative and no additional document or instrument shall be required to confirm this subordination, attornment and non-disturbance. However, if requested by Landlord, Tenant shall execute a subordination document requested and provided by Landlord's mortgagee, and shall deliver such documents to Landlord within twenty-five (25) days after receipt as long as it contains the provisions as set forth in this Section, and in no way modifies or amends the Lease.

11. INDEMNIFICATION

To the fullest extent permitted by law, each party to this Lease ("Responsible Party") shall indemnify and hold harmless the other party, its consultants, and its officers, directors, agents, and employees ("Indemnified Party"), from and against claims, damages, losses or expenses, including but not limited to attorney's fees, to the extent arising out of or resulting from the Responsible Party's intentional or negligent acts or omissions under this Lease. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations or indemnity under the law.

- (a) Any party entitled to indemnification hereunder shall notify the other party of the proceedings or claim within a reasonable period of time after it has received actual notice of the proceedings or

claim. The parties shall take all reasonable actions necessary to assist each other in determining the nature and extent of the issues contained in the proceedings or claim.

- (b) If a proceeding is commenced against the Indemnified Party which is based upon or arises out of this Lease, then the Indemnified Party shall be entitled to make the Responsible Party a party for the purpose of enforcing the terms and conditions of this clause.

The obligations of this Section shall survive the expiration or earlier termination of the Lease.

12. INSURANCE

Tenant shall maintain, at its expense, during the Term, commercial general liability insurance for the Premises in an amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence. Such policy shall provide for bodily injury and property damage. Tenant shall name Landlord, and any mortgagee of which Landlord has advised Tenant, as additional insureds under such policy for liability assumed by Tenant pursuant to the indemnification provisions of this Lease. Tenant shall have the right to self insure for the coverage required under this section, or maintain such insurance coverage under a blanket policy.

13. CASUALTY AND CONDEMNATION

- (a) If the Premises shall be destroyed or damaged during the Term of this Lease such that the Tenant, in its reasonable opinion, is no longer able to use the Premises for the Permitted Use or at least Twenty-five Percent (25%) of the Premises is unfit for use or occupancy, then Tenant shall have the right to terminate the Lease upon written notice to Landlord within thirty (30) days of the date of the casualty.
- (b) If all of the Premises, or a substantial portion of the Premises which would not allow Tenant to use the Premises for its intended purpose, are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of that exercise) this Lease will terminate on the date that is the earlier of the date on which the condemning authority takes possession of the Premises, or the date on which title to the Premises is vested in the condemning authority. If more than 25% of the area of the Premises is taken, Tenant will have the right to cancel this Lease by written notice to Landlord given within thirty (30) days of the taking. If less than 25% of the area of the Premises is taken, or if the Tenant does not cancel this Lease according to the preceding sentence, the Base Rent will be abated in the proportion of the rentable area of the Premises taken to the area of the Premises immediately before the taking, and Tenant's share will be appropriately recalculated.

14. WAIVER OF SECURITY INTEREST

Landlord does not have any interest including without limitation a security interest, in Tenant's personal property, any items stored on the Premises, or its trade fixtures.

15. EVENTS OF DEFAULT

a. Tenant's Default

- (a) The following shall constitute "events of default" under this Lease: (i) failure to make any payment of Rent due hereunder after Landlord has provided Tenant with fifteen (15) days prior written notice of said default and Tenant fails to cure said default within fifteen (15) days after

receipt of the written notice; or, (ii) if Tenant shall fail to perform any of the other terms, provisions, covenants, or conditions of this Lease on Tenant's part to be performed after Landlord has provided Tenant with thirty (30) days prior written notice of said default and Tenant fails to cure or commence to cure and diligently proceed to cure said default within thirty (30) days after receipt of the written notice. (b) Landlord and Tenant hereby agree that upon the occurrence of any such event of default, at the option of Landlord, (i) Landlord may enter upon the Premises and retake possession of the Premises for the account of Tenant and hold Tenant liable for the difference between all amounts due and to become due from Tenant hereunder and any amounts which Landlord is able to recover from reletting the Premises; or (ii) Landlord may terminate this Lease upon five (5) days written notice to Tenant, whereupon Tenant shall quit and surrender the Premises to Landlord and shall indemnify Landlord for all actual loss and damage which Landlord suffers by reason of such termination, including without limitation the unpaid Rent as of the date of termination, the costs of recovering the Premises and all expenses incurred by Landlord in connection with Tenant's default. All rights and remedies granted to Landlord in this Lease, by law or in equity shall be cumulative and not mutually exclusive. Landlord shall have the duty to mitigate its damages under the Lease. Notwithstanding any provision contained herein to the contrary, in no event shall Landlord be entitled to accelerate the Rent due under this Lease.

b. Landlord's Default

Any failure on the part of Landlord to comply with the terms of this Lease shall constitute a default under this Lease. In the event of such default which continues uncured for thirty (30) days after written notice to Landlord, Tenant shall have all rights and remedies provided herein, as well as the right to pursue any and all rights in law or equity, including but not limited to terminating this Lease.

16. WAIVER OF CONSEQUENTIAL DAMAGES

Landlord and Tenant waive all claims against each other for any consequential, incidental, indirect, special, exemplary, or punitive damages (including, but not limited to, loss of actual or anticipated profits, revenues or product and regardless of whether any such claim arises out of breach of contract or warranty, tort, negligence, product liability, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory).

17. PARKING

Tenant shall have the exclusive right to use the entire Premises to park its construction and passenger vehicles and equipment, including for the use of overnight parking.

18. SURRENDER

At the expiration or earlier termination of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear, casualty and condemnation excepted. Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not the trade fixtures or equipment are fastened to the Premises. Tenant will repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements.

19. ASSIGNMENT OR SUBLET

Tenant shall be permitted to assign this Lease or sublet all or any part of the Premises without the consent of Landlord to a parent, subsidiary or affiliated corporation, partnership or other business entity (which shall be an entity which controls or is controlled by Tenant and/or is under common control with Tenant) or to a purchaser of all or substantially all of the assets of Tenant (herein a "Permitted Transfer"). A sale of any or all of the shares of Tenant (or its parent, if applicable) or exchange of such shares for publicly traded shares shall also be considered a Permitted Transfer and shall not be considered an assignment of this Lease and shall not require the consent of Landlord. Notwithstanding the foregoing, Tenant may assign this Lease or sublet all or any part of the Premises upon the prior written consent of the Landlord, which consent shall not be unreasonably withheld, delayed and/or conditioned.

20. BROKERS

Landlord and Tenant both represent and warrant that they have dealt with no broker or salesman in connection with this Lease except Not Applicable and Not Applicable (the "Brokers"), whose commission shall be paid by Landlord pursuant to a separate agreement. Landlord and Tenant represent and warrant to each other that they have not had any dealings with any other real estate brokers or agents except the Brokers in connection with the negotiation of this Lease. Landlord and Tenant hereby agree to indemnify and hold each other harmless from and against any and all liability and cost which Landlord or Tenant may suffer in connection with other real estate brokers or agents claiming by, through, or under either party seeking any commission, fee, or payment in connection with this Lease.

21. NOTICES

All notices shall be sent by certified mail return receipt requested delivered or professional courier service to the address contained above in the introductory section unless stated otherwise herein. All notices shall be deemed served at the time the same was received or refused. In addition, a copy of all notices given to Tenant shall also be delivered to: MasTec, Inc., Attn: Legal Department, 800 Douglas Rd, 12th Floor, Coral Gables, FL 33134.

22. HOLDOVER

In the event Tenant notifies Landlord that the Lease shall not renew on a month to month basis or in the event Tenant notifies Landlord that the month to month tenancy is terminated, or in the event the Lease is otherwise terminated, and Tenant does not timely vacate after the termination or expiration date and Landlord has not consented to such holding over, then Tenant shall be subject to eviction at any time pursuant to law and during the period of such holding over, Tenant shall pay Landlord Base Rent at a rate of one hundred twenty percent (120%) of the Base Rent in effect immediately prior to such holding over, subject to all other conditions, provisions and obligations of this Lease.

23. LANDLORD REPRESENTATIONS

Landlord warrants and represents that it has all rights and interests to the Premises, and has not assigned, subleased or otherwise transferred any of its rights or interests in the Premises. As such, Landlord warrants and represents that no other party shall have any right or claim to the Premises, including but not limited to enter upon, inspect, use or otherwise interfere with Tenant's exclusive possession of the Premises for any purpose whatsoever.

24. MISCELLANEOUS

a. ATTORNEY'S FEES

Should it be necessary for either party to employ an attorney to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to its other damages, from the non-prevailing party.

b. AMENDMENT

This Lease can be amended only by a written document signed by Landlord and Tenant.

c. GOVERNING LAW

The Lease shall be governed by the laws of the state in which the Premises are located.

d. HEADINGS

The headings in this Lease are for convenience of reference only and shall not constitute a part of the Lease, nor shall they affect its meaning, construction or effect.

e. SEVERABILITY

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other provision hereof.

f. SUCCESSORS

This Lease will bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns. All rights and obligations under the Lease shall exist between the Landlord and Tenant and neither party shall be deemed a third party beneficiary under any other agreement the Landlord or Tenant has with any third party.

g. TRANSMISSION OF ORIGINAL SIGNATURES AND EXECUTING MULTIPLE COUNTERPARTS

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, e.g. PDF or similar format, are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This Lease may be executed in multiple counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute only one document.

25. NO PARTNERSHIP

Nothing contained in this Lease shall be deemed to construed to create a partnership or joint venture between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of landlord and tenant.

26. DATA PRIVACY

A disclosure by Landlord made in good faith compliance with the Minnesota Government Data Practices Act shall not be deemed a violation of the confidentiality provisions of this Lease, if any.

27. RECORDS AUDITING AND RETENTION

The books, records, documents, and accounting procedures and practices of Tenant that are relevant to this Lease, are subject to examination by Landlord and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years pursuant to Minn. Stat. Sec. 16C.05, Subd. 5. Tenant agrees to maintain such records for a period of six (6) years from the date payment is provided or longer if any audit in progress requires a longer retention period.

28. CHAPTER 282 REQUIREMENTS

Tenant acknowledges and agrees that this Lease shall be subject to Minnesota Statutes Chapter 282. Notwithstanding any provision or term to the contrary, this Lease may be cancelled by resolution of the Aitkin County Board after reasonable notice of any substantial breach of its terms or if at any time its continuance will conflict with public use of the land, or any part thereof, on which it is granted. This Lease shall not exceed ten (10) years.

29. EASEMENT

Tenant acknowledges that Landlord has previously granted to one or more parties an easement in the area indicated by red dots on Exhibit A (the "Easement Area") for the purpose of providing to such party(ies) access, ingress and egress to and from the public roadway and other parcels of land outside of the Premises. Landlord further hereby grants to Tenant a non-exclusive easement and right for Tenant, its employees, agents, invitees and contractors to also use the Easement Area for purposes access, ingress and egress to and from the public roadway to all areas of the Premises including without limitation, for the transport and travel of any and all persons, heavy construction vehicles and equipment, and other vehicles, materials and equipment, which easement and right to use shall run with the land and be free of charge to Tenant and irrevocable for the entire Term, including any Renewal Term. Landlord hereby represents, warrants and covenants that Landlord has the full authority and right to grant such easement and right to Tenant. Tenant shall be responsible for the maintenance and repair of the Easement Area during the Term except for damage caused by parties other than Tenant, its employees, agents, invitees or contractors.

[Signatures Follow.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

Landlord: _____

By: _____

Name: _____

Title: _____

Tenant: Precision Pipeline LLC

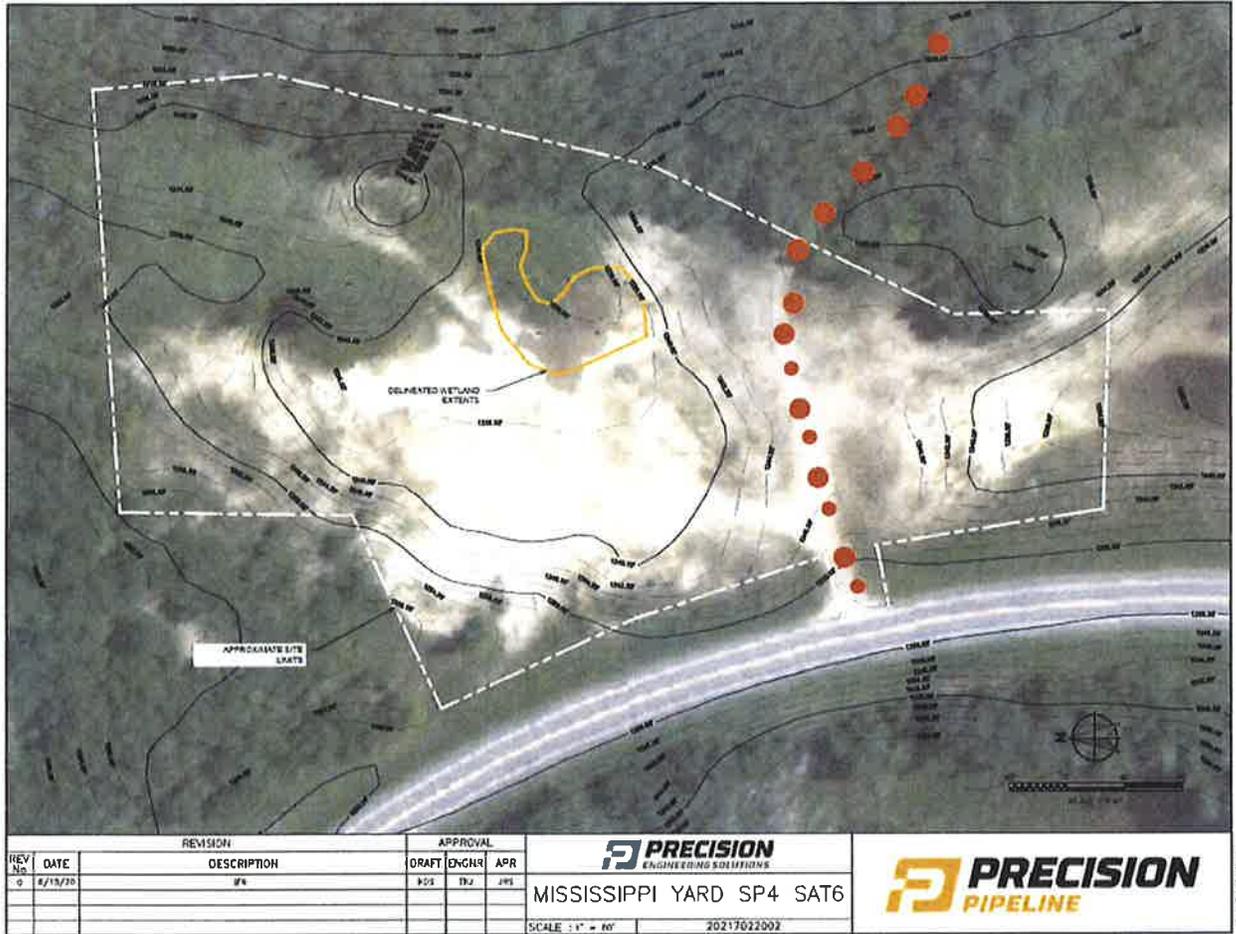
By: MITCH

Name: MITCH REPEL

Title: DIRECTOR - MAJOR PROJECTS

EXHIBIT A

DEPICTION OF PREMISES AND EASEMENT



REVISION		APPROVAL			
REV No	DATE	DESCRIPTION	DRAFT	ENGR	APR
0	8/19/20	IFG	POS	THJ	JMS

PRECISION
ENGINEERING SOLUTIONS

MISSISSIPPI YARD SP4 SAT6

PRECISION
PIPELINE

SCALE: 1" = 40'
20217022002

PLOTTED BY: ANO-FAB/BERK/1/17/21

Precision Pipeline LLC Lease Request

WHEREAS, Precision Pipeline LLC of 3314 56th St, Eau Claire, WI 54703 wishes to temporarily lease a 4.3-acre piece of land located at 57014 Great River Road Palisade, MN 56469 as described in the attached "Lease Agreement",

WHEREAS, the "Lease Agreement" has been reviewed by the Aitkin County Attorney and finds that it is acceptable in form and content,

WHEREAS, said applicant shall use the Premises for any legal purpose including, but not limited to, general office and storage space, and as a material and equipment yard and storage area, together with the right to park construction vehicles and equipment overnight (the "Permitted Use"). In addition, Tenant shall have the right to place any temporary buildings on the Premises, including but not limited to, trailers and stressed membrane structures ("Temporary Buildings"),

WHEREAS, said applicant agrees to pay Aitkin County \$1,000 per month as allowed by Chapter 282.04 Sub 1(d) commencing on October 1, 2020 with rights to renew,

WHEREAS, said applicant shall deposit with Landlord the sum of one thousand dollars (\$1,000.00) as a security deposit.

WHEREAS, the Aitkin County Land Commissioner, after making an investigation of such application, has advised that he finds no objection to granting such lease,

WHEREAS, the Aitkin County Engineer, finds no conflict in the use of the property during this term,

WHEREAS, the applicant shall maintain, at its expense, during the Term, commercial general liability insurance for the Premises in an amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence.

WHEREAS, the applicant acknowledges and agrees that this Lease shall be subject to Minnesota Statutes Chapter 282. Notwithstanding any provision or term to the contrary, this Lease may be cancelled by resolution of the Aitkin County Board after reasonable notice of any substantial breach of its terms or if at any time its continuance will conflict with public use of the land, or any part thereof, on which it is granted

NOW THEREFORE, BE IT RESOLVED, that pursuant to Minnesota Statutes, Section 282.04, Subdivision 1, the County Auditor be and is hereby authorized to issue to Precision Pipeline LLCC, with an office located at 3314 56th St, Eau Claire, WI 54703, a lease to use said described land, if consistent with the law, as in the special conditions set forth herein,

Commissioner xxxx moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 8th day of September, 2020 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 8th day of September, 2020

Jessica Seibert
County Administrator