



Board of County Commissioners Agenda Request



Requested Meeting Date: 2-9-21

Title of Item: Authorize Lease No. LEAR010050

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input 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: John Welle		Department: Highway Department
Presenter (Name and Title): John Welle, Aitkin County Engineer		Estimated Time Needed: 10 minutes
Summary of Issue: <p>Since 2011, the Aitkin County Highway Department has leased a 35 acre tract of state-owned land in Section 3 of Pliny Township for the purpose of mining aggregate for aggregate surfacing needs in the southeast portion of Aitkin County. With the original lease set to expire at the end of 2021, the Minnesota Department of Natural Resources has proposed the attached lease effective through the end of 2025 to replace the original lease. Under the terms of the new lease, a royalty fee of \$1.35 per cubic yard of aggregate material and \$4.75 per ton for uncrushed rock material will be paid. The royalty fees in the original lease were \$1.25 and \$4.50, respectively for aggregate and uncrushed rock material. The lease also requires an annual prepayment of \$3,750.30 which reduces the royalty payments up to that amount during the same year.</p> <p>This lease is effectively an exclusive lease to Aitkin County. With the exception of state highway contractors, it is at our discretion to allow others into this pit area for mining activities. In the past, we have facilitated the mining of materials in this pit under our lease by state and county highway contractors and other private contractors on a case by case basis with a royalty fee of 130% of the royalty costs stated in our lease. This additional fee is charged to help offset our initial pit development costs and ongoing administrative and pit maintenance costs.</p>		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: 1. Request motion to authorize Aitkin County Highway Department to enter into this lease. 2. Request motion to continue 130% royalty fee cost for material removed from the pit by others.		
Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please Explain:		

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

Lease Number LEAR010050
Field Unit Aitkin Forestry (Area 232)

LEASE FOR REMOVAL OF EARTH MATERIALS

This lease is executed by and between the State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources, as Landlord, and the Tenant as named below.

Tenant Aitkin County Highway Department	Effective Date January 1, 2021
Tenant Address 1211 Air Park Drive, Aitkin, MN 56431	Termination Date December 31, 2025
Materials Allowed to be Removed from the Premises ("Materials") Gravel, Common Uncrushed Rock, Common	Flat Rates for Materials \$1.35 per cubic yard - Gravel, Common \$4.75 per ton - Uncrushed Rock, Common

Summary of Fee Payment and Reporting Timelines

Lease Period: Effective Date - December 31, 2021

Item	Due Date
Pay Annual Materials Prepayment (\$3,750.30) and Timber Damages (\$0.00)	Upon lease signature
Submit Annual Earth Materials Production Report	November 30, 2021
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2021
Pay Additional Annual Materials Fee, if applicable	Within 30 days of Landlord's invoice

Lease Period: January 1, 2022 - December 31, 2022

Item	Due Date
Pay Annual Materials Prepayment (\$3,750.30)	January 1, 2022
Submit Annual Earth Materials Production Report	November 30, 2022
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2022
Pay Additional Annual Materials Fee, if applicable	Within 30 days of Landlord's invoice

Lease Period: January 1, 2023 - December 31, 2023

Item	Due Date
Pay Annual Materials Prepayment (\$3,750.30)	January 1, 2023
Submit Annual Earth Materials Production Report	November 30, 2023
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2023
Pay Additional Annual Materials Fee, if applicable	Within 30 days of Landlord's invoice

Lease Period: January 1, 2024 - December 31, 2024

Item	Due Date
Pay Annual Materials Prepayment (\$3,750.30)	January 1, 2024
Submit Annual Earth Materials Production Report	November 30, 2024
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2024
Pay Additional Annual Materials Fee, if applicable	Within 30 days of Landlord's invoice

Lease Period: January 1, 2025 - Termination Date

Item	Due Date
Pay Annual Materials Prepayment (\$3,750.30)	January 1, 2025
Submit Annual Earth Materials Production Report	November 30, 2025
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2025
Pay Additional Annual Materials Fee, if applicable	Within 30 days of Landlord's invoice

IT IS AGREED AS FOLLOWS:

BASIC TERMS:

1. **PREMISES.** Landlord, in consideration of the terms, conditions, and agreements contained in this lease and the payment of the fees to be paid by Tenant, leases to Tenant, subject at all times to sale, lease and use for mineral or other purposes, the following described premises:

Part of the Northeast Quarter of the Southeast Quarter, Northwest Quarter of the Southeast Quarter, Southwest Quarter of the Southeast Quarter, and Southeast Quarter of the Southeast Quarter, Section 3, Township 44, Range 23 West, in Aitkin County.

Said parcel contains 35.21 acres, more or less, and is approximately shown on the attached map in Exhibit A, which is made a part of this lease, referred to as the "Premises".

2. **TERMS.** The meaning of the capitalized terms Landlord, Tenant, Tenant Address, Effective Date, Termination Date, Materials, and Flat Rate used in this lease are described above and are incorporated in this lease.
3. **LEASE PERIOD.** This lease will be in effect beginning on the Effective Date and ending on the Termination Date, unless terminated earlier under provisions of this lease.
4. **USE OF PREMISES.** Tenant will use the Premises only for removal of Materials from the Premises and related processing, storage, and transportation of Materials.
5. **"AS IS."** Tenant is taking the Premises in its "as is" condition, and Landlord is under no obligation to make any alterations or modifications to accommodate Tenant's use.

TENANT'S RESPONSIBILITIES:

6. **ANNUAL MATERIALS PREPAYMENTS AND TIMBER DAMAGES.** Tenant will pay Landlord annually in advance for the right to remove up to the value of Materials listed in the table above, based on the Flat Rates, in a calendar year of the lease term ("Annual Materials Prepayments"). Tenant will also pay Landlord for timber damages associated with Tenant's operations on the Premises in the amount listed in the table above ("Timber Damages"). The Annual Materials Prepayments and Timber Damages are due and payable according to the above table and are non-refundable.

7. ADDITIONAL FEES. In addition to the Annual Materials Prepayment, Tenant will pay Landlord in arrears for the value of Materials Tenant removes in excess of the Annual Material Prepayment, based on the Flat Rates, in a calendar year of the lease term ("Additional Annual Materials Fee"). Landlord will invoice Tenant for the Additional Annual Materials Fee after receiving Tenant's Production Reports for the applicable year. Tenant will pay the Additional Annual Materials Fee within thirty (30) days of Landlord's invoice.
8. PAST DUE PAYMENTS. Landlord may assess interest pursuant to Minn. Stat. § 270C.40, subd. 5 on any payments over thirty (30) days past due.
9. TAXES. Tenant will pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the Tenant located on the Premises during the term of this lease. NOTE: Due to the lease, the county may assess property taxes against the Premises based on its market value, and Tenant is required to pay the property taxes.
10. MATERIALS REMOVAL.
- a. GENERALLY. In a calendar year of the lease term, Tenant may remove up to the value of Materials for which Annual Materials Prepayment is made for that year, based on the Flat Rates, without owing additional royalty fees to Landlord.
 - b. NO CREDIT, REBATE, OR REFUND. Tenant is not entitled to any type of credit, rebate, or refund if Tenant fails to remove the full value of Materials in the year for which the Annual Materials Prepayment is made.
 - c. TYPES OF MATERIAL. Tenant has the right to remove only the types of Materials listed in the table above. Tenant cannot remove any other types of earth materials located in the Premises without Landlord's prior written consent and payment of separate royalties to Landlord.
 - d. DEFINITIONS OF MATERIALS. For the purposes of this lease, the Materials are described and defined below. (Note: some of these definitions may cover types of Materials not included in this particular lease.)
 - i. Common Borrow: silt and clay-rich soils that do not fall within the definition of another type of Material. Does not include topsoil or the upper six inches of Materials reserved for reclamation. Common uses include fill material used for backfill or to raise the grade of land.
 - ii. Sand: 3/4 inch or less diameter with little or no gravel. Common uses include sand used for common construction or as an additive to make other commodities. Septic system sand in shallow bedrock areas of northeast Minnesota are subject to higher royalty rates.
 - iii. Common Gravel: 3/4 inch or larger diameter. Common uses include gravel that can be crushed to produce road-base commodities such as Class 1, 5, or 6.
 - iv. High Value Gravel: 3/4 inch or larger diameter. Includes crushed granite, crushed basalt, and crushed trap rock. Common uses include bituminous or concrete products.
 - v. Boulders, Uncrushed Rock, and Landscape Rock: 24 inches or larger diameter. Includes uncrushed rock transported many miles and processed for bituminous or concrete products. Common uses include decorative products or riprap.
 - e. THIRD PARTY REMOVAL. Tenant and its agents (including Tenant's subcontractors and parties contracted to purchase Materials from Tenant) may remove Materials from the Premises under this lease. Removal of Materials by any other parties requires Landlord's prior written approval specifying the quantity of the Materials to be removed and the place from and manner in which such Materials will be removed. Tenant is responsible for all Materials removed during the term of this lease, including Materials removed by Tenant, Tenant's agents, and other parties.

11. RECORDKEEPING AND REPORTING:

- a. UNIT STANDARDS AND CONVERSIONS. Cubic yards of Materials removed from the Premises are based on a loose volume measurement. If Tenant uses scales to measure the amount of Materials removed from the Premises, then this must be Tenant's primary measurement method. All scales measuring the amount of Materials removed must be calibrated according to the National Institute of Standards and Technology (NIST) Handbook 44. The following conversion factors apply to this lease ("Conversion Factors"):
 - One short ton = 0.7143 cubic yards loose volume.
 - One cubic yard loose volume = 1.4 short tons.
 - One cubic yard bank measure = 1.2 cubic yards loose volume.
 - One short ton = 2,000 pounds.
- b. STANDARD PRODUCTION REPORTING PERIOD. The standard reporting period is from January 1 – November 15 in each calendar year of the lease term. For each calendar year of the lease term, Tenant must submit an Annual Earth Materials Production Report in the form attached as Exhibit D covering the standard reporting period to Landlord by November 30.
- c. SUPPLEMENTAL PRODUCTION REPORTING PERIOD. With advanced written approval from Landlord, Tenant may remove Materials between November 16 – December 31 in a calendar year of the lease term ("Supplemental Reporting Period"). If Tenant removes Materials during the Supplemental Reporting Period, Tenant must submit a Supplemental Earth Materials Production Report in the form attached as Exhibit D to Landlord by December 31 of the same calendar year. The Annual Earth Materials Production Report and Supplemental Earth Materials Production Report are collectively referred to in this lease as the "Production Reports."
- d. TOPOGRAPHIC SURVEYS. Tenant must have a licensed surveyor conduct a topographic survey of final mining limits (horizontal and vertical) before final reclamation begins in a given area of the Premises to reconcile volume of Materials reported in the Production Reports. Tenant must provide these survey results and data to Landlord promptly upon completion and no later than December 31 of the applicable calendar year. The Conversion Factors will be applied if necessary. Tenant must use the report reconciliation method described in this section unless Landlord gives written consent for Tenant to use an alternative method.
- e. MATERIALS TESTING REPORTS. Tenant must promptly submit copies of any of Tenant's Materials quality testing documents to Landlord annually and at other times upon Landlord's request.
- f. FAILURE TO PROPERLY REPORT: Failure of Tenant to submit the Production Reports or any other reports to Landlord by the applicable due date is a default under this lease. Tenant must certify that the Materials and quantities reported to Landlord are accurate. Tenant's furnishing of false reporting information to Landlord is a serious offense that may result in lease termination, additional fees, civil action, and/or criminal action.
- g. LANDLORD'S INSPECTION AND RECONCILIATION. Landlord may enter the Premises to inspect Tenant's operations conducted under this lease and to audit Tenant's payments. Landlord may audit royalty payments by any method Landlord deems appropriate, including but not limited to void estimates, other engineering methods, or by inspecting documentation from Tenant or third parties. Tenant shall promptly remedy any reporting or payment errors. Tenant's obligations under this section survive termination of the lease.

12. INVASIVE SPECIES.

- a. CONTROLLING INVASIVE SPECIES. Tenant is responsible for controlling invasive species on the Premises. See the attached Exhibit C, made part of this lease, for additional terms and conditions on

the control of invasive species. If there is any conflict between the terms in this section 11 and the terms in Exhibit C, the more stringent terms for controlling invasive species control.

b. PESTICIDES AND HERBICIDES.

- i. Tenant must request written permission from Landlord before applying herbicides or pesticides on Premises. Tenant must provide to Landlord a map identifying proposed treatment areas and a description of the proposed treatment plan, including target species, herbicide or pesticide name, rate of application, a description of application method, and beginning and end dates. Tenant must follow all application instructions provided on the product label and as directed by the Landlord. The Tenant shall not apply pesticides that are restricted for use on certified state forest land administered by the State.
 - ii. The Tenant must submit annual reports detailing herbicide or pesticide application on the Premises to Landlord. Tenant's reports must include application dates, locations, herbicide or pesticide used, target species, and other information requested by Landlord.
 - iii. The Tenant must delineate areas of Premises immediately after herbicides or pesticides application using signage or as directed by Landlord.
- c. INSPECTION. Tenant must inspect the Premises for the presence of invasive species and noxious weeds prior to commencing any removal of Materials and must take appropriate action to prevent their spread. Landlord may delineate infested areas.
- d. AVOIDANCE. Whenever possible, parking areas, staging areas, and travel routes must not be within known infested sites. Tenant must make every effort to schedule operations to avoid the spread of weed seed.
- e. NEW INFESTATIONS. If Landlord or Tenant discover invasive species infestation areas on the Premises during the term of this lease, Tenant must immediately take action to prevent spread and consult with Landlord on control and mitigation measures.
- f. EQUIPMENT CARE. During the snow-free season, Tenant must inspect clothing, gear, vehicles and equipment (including timber mats) and must remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots) before entering or leaving the Premises. Power washer or air compressor are effective means of cleaning equipment. Washing should occur at approved locations on the Premises or off site at an appropriate cleaning facility. Tenant must avoid letting rinse water run into open bodies of water or native plant communities.
- g. IMPORTED MATERIALS. All materials (gravel, fill, mulch, chips, sand, etc.) brought to the Premises must be weed and pest free.

13. SITE PREPARATION REQUIREMENTS.

- a. PRE-WORK MEETING. Before Tenant begins preparing the Premises for removal of Material, Tenant will coordinate with Landlord to meet at the Premises to review preparation, mining, and reclamation plans.
- b. PREMISES BOUNDARIES. Tenant, under the direction of Landlord, must mark or designate the Premises and each mining phase. Tenant must not disturb the land or vegetation beyond the Premises. Examples of a disturbance include sloping and cutting or trampling of timber or brush.
- c. TENANT'S ACCESS TO PREMISES. Tenant must obtain the right of ingress and egress to the Premises by a specified right-of-way over all other lands lying between the Premises and the nearest public road. All damages resulting from the establishment of this ingress and egress must be assessed to and paid by Tenant. Tenant, at its own expense, is responsible for upgrading and maintaining existing access roads degraded by Tenant. If Tenant wishes to alter any existing access

roads or construct new roads on state land, including the Premises, Tenant must submit plans for such road work to Landlord, and Landlord must provide written approval of the plans to Tenant before the work can begin.

- d. HAULING ON PUBLIC ROADS. Tenant must notify the appropriate local government unit or road authority prior to commencement of operations if Tenant may be transporting Materials on or across public roads.
- e. GATE. If there is not a gate on the access road to the Premises as of the Effective Date of this lease, Tenant must, at its own expense, obtain and construct a permanent fixed gate at a location and of a type approved by Landlord prior to Tenant's mining activities commencing on the Premises. If a gate already exists as of the Effective Date, Tenant may utilize the existing gate. For safety purposes, absolutely no chain, cable, or rope can be used in lieu of a gate. The gate must be maintained by Tenant and must remain locked during downtimes. Tenant must provide a copy of the gate lock key to Landlord.
- f. STORMWATER CONTROL. Before Tenant disturbs the Premises, and as otherwise directed by Landlord, Tenant must utilize stormwater best management practices on upland areas adjacent to wetlands, drainages, streams, bodies of water, and other non-mining areas at risk of receiving sediments.
- g. GRUBBING AND CLEARING. Tenant must place brush and other woody debris in a location directed by Landlord. Woody debris must be kept separate from topsoil, overburden, and other stockpiles. Tenant must make reasonable efforts to minimize the amount of topsoil and other earthen materials included in woody debris piles. If Landlord directs Tenant to burn the woody debris, Tenant must do so with appropriate permits and must add the resulting ash to the topsoil stockpiles. Burying brush and other woody debris is prohibited.
- h. STUMPS. Tenant must set aside larger stumps and logs for eventual use in reclamation of the Premises. Stumps may be positioned to create barriers to unauthorized motor vehicles in the interim. Burying stumps is prohibited.
- i. STRIPPING TOPSOIL. Tenant must strip all topsoil, or the upper six inches of earthen materials if topsoil is mostly absent, from areas scheduled for mining and must store such material in accessible stockpiles on the Premises for reclamation. Landlord may grant a written exception to this requirement for areas where effective stormwater management is a challenge.
- j. OVERBURDEN. If overburden is stripped, it must be stockpiled separately from topsoil and other materials. Tenant must make reasonable efforts to minimize the amount of cobbles and boulders included in topsoil and overburden stockpiles. Topsoil, overburden, and other materials must not be placed or stockpiled over aggregate resources without advance written approval from Landlord.

14. MINING OPERATIONS.

- a. MINING SEQUENCE. Tenant's mining operations on the Premises must follow a reasonable and prudent sequence that avoids waste of aggregate resources or causes aggregate resources to become unusable by covering, over-mixing and contaminating, or making portions unreachable.
- b. ANNUAL LANDLORD MEETINGS. If Tenant's mining operations on the Premises extend over multiple mining seasons, Landlord and Tenant must meet at the Premises at least once annually to review topics including:
 - i. plans for developing a new mining phase or reclaiming an old mining phase,
 - ii. past activities, and

- iii. mining and reclamation activities planned for the upcoming season.
- c. NOTIFICATIONS. Tenant must notify Landlord prior to the start of mining operations on the Premises and prior to the end of each significant mining event.
- d. SEASONAL DOWNTIME. At the conclusion of seasonal mining operations on the Premises, Tenant will leave the Premises in a safe and stable condition. Tenant must slope all working faces to a 1 horizontal to 1 vertical (1H:1V) or gentler slope at the completion of each significant mining event and at the end of the mining season. Tenant must round the upper slopes of pit walls to blend into existing contours for public safety. Tenant must not incorporate topsoil, overburden, vegetation or other deleterious materials into the slope. Tenant must reestablish vegetation where needed to prevent erosion and prevent the introduction of noxious weeds and other undesirable plants, or as otherwise directed by Landlord.
- e. PREVENTING UNAUTHORIZED ACCESS. Tenant must place or maintain barriers as necessary, or as otherwise directed by Landlord, to prevent unauthorized vehicles from accessing the Premises. Tenant must, at its own expense, construct fencing along steep working faces, other unsafe areas, or as directed by Landlord.
- f. DUST CONTROL. Tenant must, at its own expense, control dust from operations on the Premises and on roads leading to or from the Premises as needed and as otherwise directed by Landlord. Treatments such as water and liquid chlorides are permitted only with the advance written approval of Landlord and approval of the appropriate local road authority.
- g. DE-ICING. Tenant must not use or mix de-icing chemicals or similar chemicals on the Premises without advanced written approval from Landlord.
- h. LANDLORD ACCESS. Landlord, acting through its designated agents or employees, retains the right to enter the Premises and travel through the Premises for access to other state land. Tenant must provide a ramp or other means of ingress and egress from the Premises directed by Landlord.
- i. STORMWATER CONTAINMENT. Tenant must contain stormwater within the pit and not allow sediments to wash onto non-mining areas. Natural vegetated berms and contouring of the pit floor are the preferred methods of containing stormwater and sediments within the Premises. For those locations or instances when these methods are not practical or effective, Tenant must use other appropriate methods of stormwater containment.
- j. STOCKPILES. Tenant must seed all topsoil and overburden stockpiles within 60 days of their placement or disturbance to prevent erosion and the introduction of noxious and other undesirable weeds. Tenant must use seed mixes approved by Landlord.
- k. GROUNDWATER BUFFER. Mining must stay at least three feet above the water table on the Premises. An exception to this general buffer is allowed for Tenant to contour the pit floor and create a low area, not to extend into the water table, to facilitate management of stormwater in the pit. Prior to final reclamation, Tenant must backfill to restore the pit floor to a level at least three feet above the water table, unless directed otherwise by Landlord.
- l. PROCESSING. Landlord must give advance written approval before Tenant can operate a bituminous plant on the Premises. Tenant must submit to Landlord plans for setup, operation, and removal of the plant as well as copies of any applicable permits. If Tenant receives Landlord's written approval, Tenant must operate the bituminous plant on the Premises in a temporary manner and must comply with all applicable laws regarding operation of the plant.
- m. OPERATING HOURS. Tenant's hours of operation on the Premises are limited to 6:00 a.m. to 8:00 p.m. Monday through Saturday. All operations must be suspended on Federal and State holidays.

- n. EXPLOSIVES. Tenant cannot use or store explosives on the Premises.

15. RECLAMATION.

- a. RECLAMATION STANDARD. Tenant must reclaim the Premises to create a natural-appearing and functioning landscape that is safe, stable, non-eroding, nonpolluting, and has value for timber production, recreation, and possible alternative future revenue options.
- b. RECLAMATION SEQUENCING. As mining advances, Tenant must implement progressive and phased reclamation on portions of the Premises that are fully depleted, even as mining continues in other areas of the Premises. To enable phased reclamation, Landlord may limit the area that Tenant can actively mine at a given time.
- c. SLOPING. Tenant must reclaim all banks and other previously disturbed areas eligible for permanent reclamation (i.e., portions that are fully depleted of aggregate) to a slope of 3 horizontal to 1 vertical (3H:1V) or gentler. Tenant may use overburden and unmarketable earth materials to establish final 3H:1V slopes. Tenant must round all slopes to blend with existing contours.
- d. APPLYING SALVAGED MATERIALS. Tenant must spread overburden, subsoils, and topsoil in the relative order they were stripped during preparation to improve moisture and nutrient retention resulting in healthier vegetation. Tenant must preferentially spread topsoil on slopes or areas near existing wetlands and areas most susceptible to erosion. Tenant must avoid excessive compaction of topsoil after placement.
- e. SEEDING. Tenant must reestablish vegetation in the first growing season after the area of the pit is permanently reclaimed or becomes inactive. Tenant must use specific plant species, tree seedlings, seed mixes, fertilizer, and mulch rates as directed by Landlord. Prior to seeding the Premises, Tenant shall prepare areas affected by Tenant's activities so the areas are non-eroding and weed-free.
- f. OTHER RESTORATION. Tenant must remove access roads, haul roads, and ditch crossings and rehabilitate the affected areas to pre-mining conditions at the conclusion of mining or lease termination or as otherwise directed by Landlord.
- g. UNUSED LARGE ROCK. Tenant must not scatter or bury uncrushed rock (such as coarse rejects and boulders). Tenant must stockpile uncrushed rock on the Premises to remain accessible for future use.
- h. UNUSED PROCESSED MATERIALS. Processed materials remaining on the Premises at lease expiration, cancellation, or termination become property of Landlord and must not be scattered or buried. No refunds will be issued.

16. MAINTENANCE. Tenant will maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate. Tenant must remove concrete, asphalt, and similar materials, and scrap materials from the Premises periodically as they accumulate and prior to expiration, cancellation, or termination of the lease. Tenant must not bury anything on the Premises. No timber beyond that for which Timber Damages are being paid may be cut, used, removed or destroyed by Tenant without first obtaining written permission from Landlord. Additional timber damage fees may apply.

17. UTILITIES. Tenant will pay for utilities furnished on the Premises, if any.

18. ALTERATIONS AND MECHANIC'S LIENS. Tenant may not make changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of Landlord. Any changes, alterations or improvements in or to the Premises will be at Tenant's sole expense. Tenant has no right to subject the interest of Landlord in the Premises to any mechanic's liens, material liens or other liens of any nature, and Tenant must have any such lien discharged within ten (10) days after the recording of the lien.

Tenant will be liable to Landlord for Landlord's costs and attorneys' fees incurred relating to mechanic's liens and other liens.

19. **COMPLIANCE WITH LAWS.** Tenant must comply with all applicable laws and pay for all licenses and permits as may be required by its use of the Premises. This lease does not relieve the Tenant of any obligations imposed by law.
20. **ENVIRONMENTAL.** Tenant will not use in any way, or permit the use of the Premises, or any part thereof, to either directly or indirectly produce, manufacture, refine, transport, store, dispose of, or process any Hazardous Substance (as defined below), unless it has received the prior written consent of Landlord. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the production, manufacture, maintenance, refining, transport, storage, disposal, processing, or ownership of which is restricted or prohibited by federal, state, or county or municipal statutes or laws now or any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. Tenant agrees to hold harmless and indemnify Landlord from any and all damages, costs, fines and expenses that might arise because of Tenant's violation of this provision. This provision will survive the termination of this lease.
21. **LEAK AND SPILL MITIGATION.** Tenant must avoid leaks of fuel, oil, hydraulic fluid, and coolant from equipment on the Premises. Tenant must maintain and provide a spill kit on the Premises when there is potential for spills or leaks to occur. Tenant must immediately contain and properly remediate any leaks or spills, and immediately report them to the appropriate authority and Landlord.

LEASE RENEWAL:

22. **RENEWAL REQUEST.** If Tenant wishes to request a renewal of this lease, Tenant must submit a written renewal request to Landlord at least thirty (30) days before the Termination Date. Tenant must be in good standing and not in default under this lease for Landlord to consider a lease renewal.
23. **INTERIM PERIOD DURING RENEWAL PROCESSING.** If the parties agree to renew this lease, the lease renewal may not be fully processed and executed before the Termination Date of this lease. This is due to the nature of the reporting and payment timelines under this lease, including Landlord needing to reconcile and verify Tenant's final reports and payments. If the lease renewal is not in effect prior to the Termination Date of this lease, the parties' intent is for the terms of this lease to automatically extend to the earlier of (i) up to ninety (90) days or (ii) to the effective date of the lease renewal to govern the parties' relationship during such period.
24. **CROSS DEFAULT WITH RENEWAL.** If the parties enter into a lease renewal, a default by Tenant under this lease will be considered a default under the renewed lease, in addition to a default under this lease, and Landlord may enforce all rights and remedies under this lease and/or the renewal lease.

TERMINATION AND ASSIGNMENT:

25. **TERMINATION.** This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. §92.50 may be canceled for just cause at any time by Landlord upon six months written notice.

Tenant will, on the Termination Date, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the Landlord in as good condition and repair as on the Effective Date, with due consideration given to the nature of this lease being for earth materials removal and Tenant's reclamation obligations. If Tenant fails to surrender the Premises on the termination of this lease, Landlord may eject or

remove Tenant from the Premises, and Tenant will indemnify Landlord for all expenses incurred by the Landlord. In addition, Tenant will remove all Tenant's property from the Premises upon termination and any property remaining will be considered abandoned and disposed of by Landlord according to law. Upon demand, Tenant will pay to Landlord all of Landlord's expenses incurred in connection with Landlord's disposition of Tenant's personal property. Tenant's obligations under this section will survive termination of the lease.

If this lease is terminated prior to the Termination Date, Tenant will not be relieved of any obligation incurred prior to termination.

26. **HOLDOVER.** Tenant will pay to Landlord a sum equal to the Annual Materials Prepayment plus fifty (50) percent of the Annual Materials Prepayment, divided by twelve, for each calendar month that Tenant holds the Premises after termination of this lease without authorization by Landlord. This sum will be liquidated damages for the wrongful holding over. Tenant acquires no additional rights by holding the Premises after termination and will be subject to legal action for removal.
27. **TRANSFERS.** This lease will extend to, and bind the successors, heirs, legal representative and assigns of Landlord and Tenant. In addition, Tenant may not without Landlord's prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon Tenant's interest by operation of law; c) sublet the Premises or any part thereof; d) except as expressly allowed by section 9.e., permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant.

DEFAULT:

28. **DEFAULT BY TENANT.** If Tenant defaults in any of its promises or covenants under the lease and fails to cure the same within thirty (30) days after receipt of written notice of default from Landlord, Landlord may exercise one or more of the following remedies, or any other remedy available at law or in equity:
- a. Terminate the lease and recover from Tenant all damages it has incurred by reason of such breach;
 - b. Re-enter the Premises and remove all persons and property from the Premises, without terminating the lease or releasing Tenant from its obligations under the lease; or
 - c. Re-let the Premises without terminating the lease. All amounts received from such re-letting must be applied: first, to the payment of any costs of re-letting, and second, to the payment of fees due and owing under this lease. If the amount received from re-letting in any month is less than the amount of fees to be paid by Tenant, Tenant will pay any such deficiency to Landlord upon demand.
29. **SELF-HELP RIGHT.** If Tenant defaults in the performance of any term of this lease, Landlord, in addition to any other rights and remedies it has under this lease and without waiving such default, may perform the same for the account of and at the expense of Tenant (but must not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that Landlord gives written notice to Tenant of its intention to do so. Tenant must pay upon demand bills for all amounts paid by Landlord and all losses, costs and expenses incurred by Landlord in connection with any such performance by Landlord pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by Landlord for any property, material, labor or services provided by Landlord to Tenant.

LIABILITY:

30. **LIABILITY.** This lease will not be construed as imposing any liability on the Landlord for injury or damage to the person or property of Tenant or to any other persons or property arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect. Tenant will indemnify and hold harmless Landlord from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.

31. LIABILITY INSURANCE. Tenant must procure liability insurance, naming the State of Minnesota as additional insured in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, Tenant must provide Landlord with a certificate of insurance indicating the required coverage, and Tenant must periodically provide Landlord with evidence of insurance as Landlord may request. The policy must provide that Landlord be notified ten days prior to the cancellation or termination of the policy. Tenant must be required to maintain such insurance to the full extent of the amounts specified in Minn. Stat. §3.736 which amounts must be incorporated herein by reference. If those amounts are changed following execution of this lease, Tenant must provide whatever amount of insurance is required by that change within 30 days after Landlord notifies Tenant of the change.
32. PERSONAL PROPERTY RISK. All personal property on the Premises belonging to Tenant or its occupants or visitors must be there at the sole risk of Tenant or such other person only, and Landlord will not be liable for theft or misappropriation of such property, nor for any loss or damage to such property, including destruction by fire.

MISCELLANEOUS:

33. ENCUMBRANCE. This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises, and Landlord will not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
34. NO WAIVER. No delay on the part of Landlord in enforcing any conditions in this lease, including termination for violation of the terms of this lease, must operate as a waiver of any of the rights of Landlord.
35. NOTICES. Any notice given under this lease must be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service must be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on Landlord must be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on Tenant at the Tenant's Address.
36. CONSTRUCTION OF LEASE. If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of Landlord and Tenant here is that the remaining parts of this lease must not be affected thereby.
37. AUDIT. Landlord is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of Tenant (whether in hard copy or electronic format) regarding this lease must be subject to reasonable examination by Landlord and/or the State Auditor or Legislative Auditor, as appropriate, during the term of the lease and for a minimum of six (6) years after the lease's expiration or termination.
38. BOND FINANCED PROPERTY. If Landlord used General Obligation bonds to purchase, construct, or improve the Premises, Tenant agrees to comply with all requirements imposed by the Commissioner of Management and Budget, up to and including furnishing any documents as the Commissioner determines to be necessary, to ensure that interest paid on the General Obligation bonds, if any, used to purchase, construct or improve the Premises is exempt from federal taxation.

39. ADDITIONAL TERMS: See the attached Exhibit A (Map), Exhibit B (Additional Terms), Exhibit C (Invasive Species), and Exhibit D (Production Reports), which are made a part of this lease.

The parties sign this lease on the date next to their respective signatures below.

LANDLORD:
STATE OF MINNESOTA DEPARTMENT OF
NATURAL RESOURCES
JOEY A. ROKALA

TENANT:
Aitkin County Highway Department

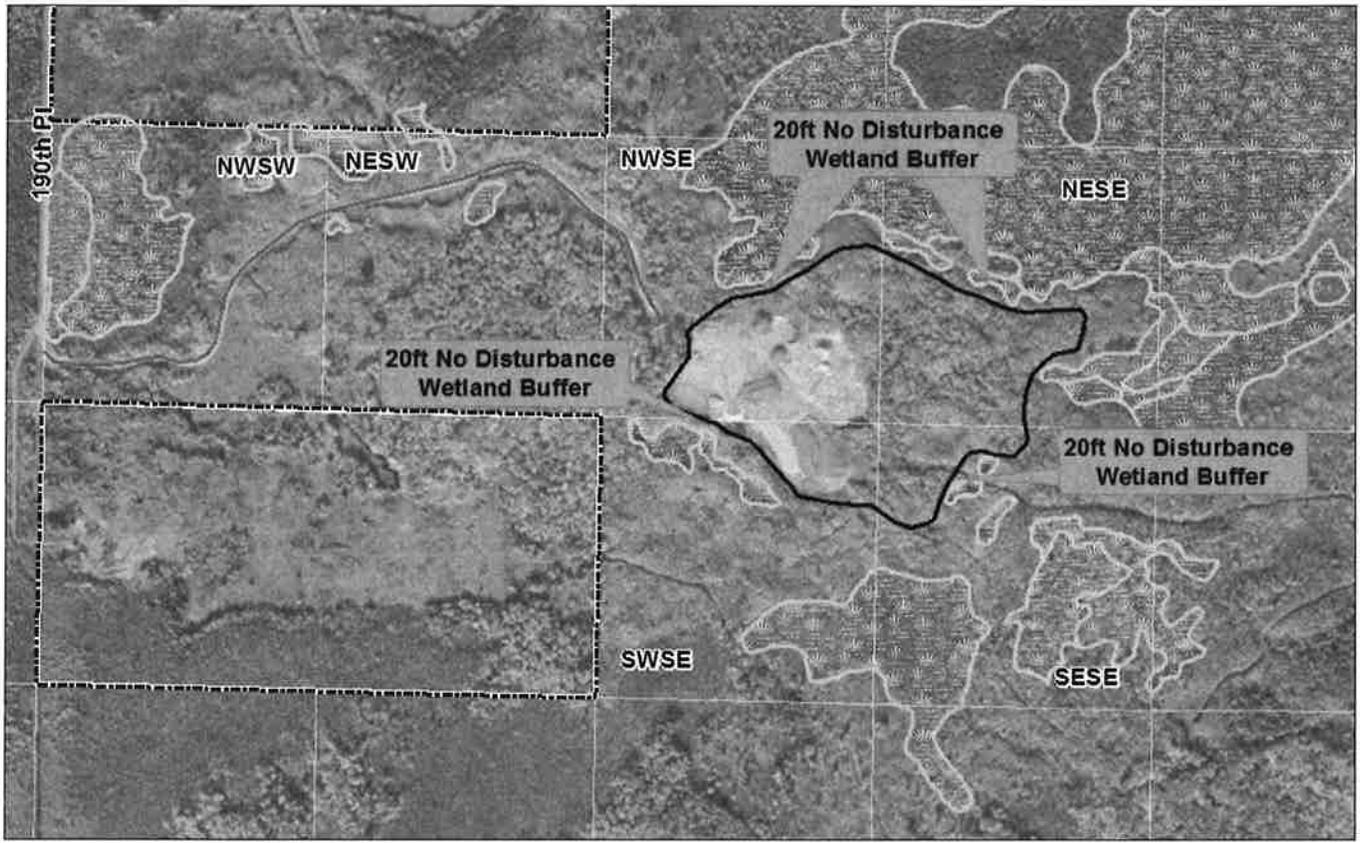
Authorized Signature for Commissioner	Date

Authorized Signature & Title	Date

REGIONAL OPERATIONS SUPERVISOR,
DIVISION OF LAND AND MINERALS

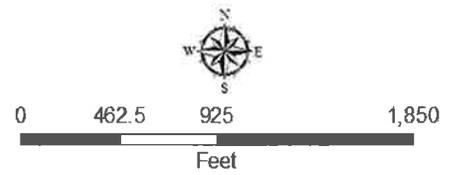
Printed Name
Current Area Code & Phone Number
Current Email Address

Exhibit A Map



T44, R23W, Sec 03

-  Lease Premises
-  Wetland
-  Access
-  Property Boundary (Approximate)



CTF: Date: 12/2/2020

Exhibit B

Additional Terms and Conditions

Lease for Removal of Earth Materials LEAR010050

1. Tenant must maintain a 20-foot no disturbance buffer from wetlands adjacent to the Premises as shown on the Exhibit A Map. Tenant must ensure that all required sloping occurs outside the setback.
2. Before the pit is expanded beyond its extent as of the Effective Date of this lease, Tenant must delineate expansion areas within the Premises and notify the Landlord in advance. The Landlord will review the delineated expansion areas and reconcile any timber damages through a special products permit issued by Department of Natural Resources Aitkin Forestry Office. The Tenant may expand the pit to delineated expansion areas within the Premises only after the timber permit sale is issued by the Landlord.
3. Per Reclamation Sequencing Term 15b. of the lease, the footprint of active mining must not exceed 15 acres so that mining and reclamation occurs in phases.

Exhibit C

Additional Terms and Conditions on Control of Invasive Species

Lease for Removal of Earth Materials LEAR010050

Check all that apply

<input type="checkbox"/>	(1) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.

Exhibit D

ANNUAL EARTH MATERIALS PRODUCTION REPORT

Lease for Removal of Earth Materials LEAR010050

January 1, 2021 through November 15, 2021

In compliance with the above lease between Aitkin County Highway Department and the Minnesota Department of Natural Resources (DNR), the undersigned certifies that the following material has been removed during the reporting period of January 1, 2021 through November 15, 2021.

Report of Materials Removed from the Premises

Property Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
NESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
NWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Aitkin County Highway Department

Authorized Signature & Title (If an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. In each box above, enter the total quantity removed during the reporting period. Insert "0" if there was no production.
2. This form must be completed, signed, and returned to the DNR by November 30 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).
3. Retain one (1) copy for your records, and scan a legible copy to AggregateLeasing.dnr@state.mn.us. Alternatively, you may mail an original copy to Attention: Corrie Floyd, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155.
4. **THIS IS NOT A BILL. DO NOT SEND PAYMENT.** DNR will assess amount due (if any) and send a separate invoice.
5. If you have entered tax exempt materials, you must provide DNR with a current tax exemption certificate or sales tax will be charged.

Exhibit D

ANNUAL EARTH MATERIALS PRODUCTION REPORT

Lease for Removal of Earth Materials LEAR010050

January 1, 2022 through November 15, 2022

In compliance with the above lease between Aitkin County Highway Department and the Minnesota Department of Natural Resources (DNR), the undersigned certifies that the following material has been removed during the reporting period of January 1, 2022 through November 15, 2022.

Report of Materials Removed from the Premises

Property Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
NESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
NWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Aitkin County Highway Department

Authorized Signature & Title (If an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. In each box above, enter the total quantity removed during the reporting period. Insert "0" if there was no production.
2. This form must be completed, signed, and returned to the DNR by November 30 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).
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Exhibit D

ANNUAL EARTH MATERIALS PRODUCTION REPORT

Lease for Removal of Earth Materials LEAR010050

January 1, 2023 through November 15, 2023

In compliance with the above lease between Aitkin County Highway Department and the Minnesota Department of Natural Resources (DNR), the undersigned certifies that the following material has been removed during the reporting period of January 1, 2023 through November 15, 2023.

Report of Materials Removed from the Premises

Property Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
NESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
NWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Aitkin County Highway Department

Authorized Signature & Title (if an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. In each box above, enter the total quantity removed during the reporting period. Insert "0" if there was no production.
2. This form must be completed, signed, and returned to the DNR by November 30 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).
3. Retain one (1) copy for your records, and scan a **legible** copy to AggregateLeasing.dnr@state.mn.us. Alternatively, you may mail an original copy to Attention: Corrie Floyd, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155.
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Exhibit D

ANNUAL EARTH MATERIALS PRODUCTION REPORT

Lease for Removal of Earth Materials LEAR010050

January 1, 2024 through November 15, 2024

In compliance with the above lease between Aitkin County Highway Department and the Minnesota Department of Natural Resources (DNR), the undersigned certifies that the following material has been removed during the reporting period of January 1, 2024 through November 15, 2024.

Report of Materials Removed from the Premises

Property Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
NESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
NWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Aitkin County Highway Department

Authorized Signature & Title (If an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. In each box above, enter the total quantity removed during the reporting period. Insert "0" if there was no production.
2. This form must be completed, signed, and returned to the DNR by November 30 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).
3. Retain one (1) copy for your records, and scan a **legible** copy to AggregateLeasing.dnr@state.mn.us. Alternatively, you may mail an original copy to Attention: Corrie Floyd, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155.
4. **THIS IS NOT A BILL. DO NOT SEND PAYMENT.** DNR will assess amount due (if any) and send a separate invoice.
5. If you have entered tax exempt materials, you must provide DNR with a current tax exemption certificate or sales tax will be charged.

Exhibit D

ANNUAL EARTH MATERIALS PRODUCTION REPORT

Lease for Removal of Earth Materials LEAR010050

January 1, 2025 through November 15, 2025

In compliance with the above lease between Aitkin County Highway Department and the Minnesota Department of Natural Resources (DNR), the undersigned certifies that the following material has been removed during the reporting period of January 1, 2025 through November 15, 2025.

Report of Materials Removed from the Premises

Property Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
NESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
NWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Aitkin County Highway Department

Authorized Signature & Title (If an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. In each box above, enter the total quantity removed during the reporting period. Insert "0" if there was no production.
2. This form must be completed, signed, and returned to the DNR by November 30 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).
3. Retain one (1) copy for your records, and scan a legible copy to AggregateLeasing.dnr@state.mn.us. Alternatively, you may mail an original copy to Attention: Corrie Floyd, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155.
4. **THIS IS NOT A BILL. DO NOT SEND PAYMENT.** DNR will assess amount due (if any) and send a separate invoice.
5. If you have entered tax exempt materials, you must provide DNR with a current tax exemption certificate or sales tax will be charged.

Exhibit D

SUPPLEMENTAL EARTH MATERIALS PRODUCTION REPORT

Lease for Removal of Earth Materials LEAR010050

November 16 through December 31 for years 2021, 2022, 2023, 2024 and 2025

In compliance with the above lease between Aitkin County Highway Department and the Minnesota Department of Natural Resources (DNR), the undersigned certifies that the following material has been removed during the supplemental reporting period (November 16 - December 31).

Date of Final Material Removal: _____
Insert Date (mm/dd/yyyy)

Report of Materials Removed from the Premises (November 16 - December 31)

Property Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
NESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
NWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
NWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SWSE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SWSE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		
SESE-3-44N-23W-Aitkin	Gravel, Common / cubic yard		
SESE-3-44N-23W-Aitkin	Uncrushed Rock, Common / ton		

I certify that the information provided above is accurate, and understand that furnishing false information is a serious offense that may result in additional fees, civil action, and/or criminal action.

TENANT: Aitkin County Highway Department

Authorized Signature & Title (if an Entity)	Date
Print Name	
Current Area Code & Phone Number	
Current Email Address	

Instructions

1. Complete this Supplemental Earth Materials Production Report in 2021, 2022, 2023, 2024 and 2025 if any material has been removed between November 16 and December 31 for the respective year. In each box above, enter the total quantity removed during the reporting period. Insert "0" if there was no production.
2. This form must be completed, signed, and returned to the DNR by December 31 of the current calendar year. Documentation evidencing signature authority on behalf of the Tenant may be required (i.e. corporate bylaws or board resolution).

3. Retain one (1) copy for your records, and scan a legible copy to AggregateLeasing.dnr@state.mn.us. Alternatively, you may mail an original copy to Attention: Corrie Floyd, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155.
4. **THIS IS NOT A BILL. DO NOT SEND PAYMENT.** DNR will assess amount due (if any) and send a separate invoice.
5. If you have entered tax exempt materials, you must provide DNR with a current tax exemption certificate or sales tax will be charged.