

# Aitkin County Board of Commissioners Board Meeting Attendance Record

Date: June 27<sup>th</sup>, 2023

Name	Please check the boxes that apply		
	Aitkin County Citizen	Aitkin County Employee	Company Representative – Please list
Jeanne Schram	✓		Aitkin Age
Jon Moen	✓		ACH + HS
Shena Matvins			Millelacs Band.
Jayceen Jewell DJ Thompson	✓	✓	Land
Shelly PATTEN			MN DNR
John Welle		✓	Hwy Dept

To: Aitkin County Commissioners & Stakeholders

From: Julianna Langlois, Extension Educator, 4-H Youth Development, Aitkin County

Subject: Aitkin County Fair & 4-H Update

Dear Commissioners & Stakeholders,

Thank you for your continued interest and support of the 4-H program in Aitkin County. I would like to share some updates about the growth of the program and the events that have taken place in the last year since I first introduced myself.

The program has seen substantial growth in the last year. In 2021-2022, we had 114 youth members, 42 volunteers, and 6 clubs. Currently, for the 2022-2023 year, we have 146 youth members, 48 volunteers, and 7 clubs. We have 101 youth exhibitors this year in 4-H for the fair compared to last year which was 83 youth. It is exciting to see the barns being filled with youth and their hard work while also adding more projects to the 4-H building for the public to browse. One attribute to our current growth rate is the awareness of the multitude of opportunities 4-H has to offer. Please see the attached events update sheet to learn more about specific events that were hosted.

On behalf of the Aitkin County 4-H program, the Aitkin County 4-H Council would like to invite you to our 4-H shows at the fair. Please see attached a schedule of 4-H events for this year's fair. We will additionally be hosting a dog show this year Friday, July 28th at 2:00 p.m. at the Fairgrounds if you would like to attend. It would be even better if you'd like to join in supporting the youth by something as simple as handing out ribbons or closing a gate for a class. If you have an interest in further supporting the youth, please don't hesitate to reach out!

Once again, thank you for your support in the program and the impact that you help to create in the lives of the youth of Aitkin County.

We will see you at the fair!

*Julianna Langlois*

Julianna Langlois  
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# 4-H at the Aitkin County Fair

## Highlighted Events

### **Monday, July 3rd**

#### **Static Project Judging**

Time: 1:00 p.m. - 5:00 p.m.

Location: 4-H Building

### **Wednesday, July 5th**

#### **4-H Horse Show**

Time: 9:00 a.m.

Location: Horse Barn/Horse Arena

#### **4-H Poultry Show**

Time: 2:00 p.m.

Location: Poultry/Rabbit Barn

### **Thursday**

#### **4-H Rabbit Show & Rabbit Agility Demonstration**

Time: 9:00 a.m. show start - agility demonstration will follow completion of show

Location: Poultry/Rabbit Barn

#### **4-H Dairy Goat & Dairy Cattle Show**

Time: 10:00 a.m.

Location: Livestock Arena

#### **4-H Beef, Sheep, & Swine Show**

Time: 1:00 p.m.

Location: Livestock Arena

## Friday

### **4-H Market Goat Show**

Time: 9:00 a.m.

Location: Livestock Arena

### **4-H Master Showmanship Show**

The Master Showmanship Show entails the top 2 youth in each 4- h livestock show that place Grand and Reserve Champion in the specie's showmanship classes. Youth then compete against other top showman for the title of Master Showman by exhibiting all the different species of animals at the fair.

Time: 4:00 p.m.

Location: Livestock Arena

### **4-H Blue Ribbon Auction**

Youth who receive a blue ribbon are eligible to enter into the auction in which their hard work and dedication is recognized by the buyers who consist of local businesses and donors throughout the county. 80% of the proceeds raised are given directly to the youth to support their project for the following year, such as feed, bedding, a new animal, and the remaining 20% of proceeds are used by the 4-H program to continue providing learning opportunities for youth.

Time: 5:30 registration starts, auction begins at 6:00 p.m. with a reception to follow

Location: Livestock Arena

## Saturday

### **Dog Project Demonstration "Meet the Breeds"**

Youth from the dog project, that has recently gained traction once again, will be doing a short demonstration of how they train their dogs for 4-H. Come talk to the youth and meet their dogs as they show off their learning from this spring.

Time: 12:00 noon

Location: 4-H Building





## What is Aitkin County 4-H Up To?

### NE Cloverbud Project Days

Cloverbud Youth (grades K-2) have enjoyed monthly Saturday morning meetings exploring different project areas in 4-H with hands-on activities, making new friends, and connecting with other cloverbuds around the region. Topics include: Backyard Birding, Arts & Crafts, Wild About Wildlife, Gross Science: Tooth Decay, Healthy Living



## The Cloverbud Experience

Cloverbud Youth (grades K-2), parents, and volunteers were invited to participate in an event learning all about what a youth can expect as a cloverbud. Jeremy Freeman, Volunteer Systems Regional Educator, and Julianna helped families experience the entirety of an Aitkin County 4-H experience through short activities followed by question and answer sessions. Pictured below: Youth learn about different ribbon colors by playing pin the ribbon on the donkey.



## Spring Fling

Aitkin County 4-H decided to bring back a past event this year known as Spring Fling. There were 24 youth that gathered at Long Lake Conservation Center for this event that explored five different general project areas including: beekeeping, cake decorating, ice cream in a bag, poster creation, and wood shop. Many volunteers throughout the community participated as volunteer teachers to support the youth in their exploration. Of the participants, four youth joined 4-H specifically for this event and continue to engage with the program. After the event, Julianna received positive reviews from teachers, parents, youth, and volunteers that attended the event. We are looking forward to different projects to be explored in the future. Pictured below: Youth exploring cake decorating, bee keeping, and decorating bird houses.



Images from Spring Fling: Cake Decorating, Beekeeping, Wood Shop.

## **Aitkin County Dog Project**

Youth have gathered to restart the Dog Project. They meet once per month from December through April to discuss general dog information such as grooming and veterinary care. In April through July, they will begin in-person training with their dogs with a Dog Show at the end of July. They are planning on doing a demonstration at the county fair to introduce the dog project to other youth in the community. Youth will be connecting with a vet and groomer in January and the Aitkin County Sheriff's Office K-9 units in February to discuss the importance of basic care for dogs and why practicing obedience is important. There are 10 youths that will be competing this year in the Aitkin County Dog Show. These youth have been working hard over the fall and winter to prepare for in-person practices with their dogs this spring. Lead volunteers attended the Train the Trainer event in Wadena to help learn more about the project and how to support the youth during training. Practices will be starting on Monday, May 22nd with the dog show being held Friday, July 28th with the Showmanship and Obedience classes.

## **Youth in the Community**

In the beginning of January youth were invited to participate in Tractor Supply Company's grand opening event. Youth brought a prize wheel and candy to educate and interact with the community. The most popular question was "Name a Famous 4-H'er". Can you name a famous 4-H'er?

Additionally, youth from the Shooting Sports & Wildlife group volunteered at the Brainerd Jaycee Ice Fishing tournament. Youth made sure bait buckets were full, greeted participants, and handed out hand warmers.

## Poultry Clinic

Youth in the poultry project invited Beltrami County Volunteer and Poultry Judge Vern Holzhueter and his wife Sandy to learn more about the poultry project. Vern gave a presentation with in-depth information on 4-H poultry classes, helped us to add a new class to the fair to encourage youth to explore different poultry breeds, and helped youth to practice showmanship classes.



## Aitkin Dog Project Bowl

Three youths decided to venture into the world of Project Bowl. The team is quizzed on their knowledge of a project area, given specific resources to study from, and competes in a double elimination bracket against other teams. The team competed at the regional competition in Bemidji in early April and were the Reserve Champions of the Senior Dog Division and advanced to the State Competition. At the State Competition, the team ended up facing their regional rivals, Itasca County, and lost by only a total of 5 points for their second elimination. The team placed 5th at the State Competition and was extremely proud of their accomplishments!



## Looking Ahead

Youth are also looking forward to the NE Long Lake Camp in June with seven youth attending and two older youth attending as counselors. Please help to spread the word to family, friends, and businesses to support the 4-H'ers at:

- Rabbit Agility Demonstration - Thursday, July 6th
- Dog Project Demonstration - Saturday, July 8th
- Blue Ribbon Auction - Friday, July 7th



# CONSERVATION **AGENDA**

## MINNESOTA DNR'S 10-YEAR STRATEGIC PLAN 2015-2025

2022 Mid-Plan Update

Blue Mounds State Park,  
Luverne, Minnesota

**m**  
DEPARTMENT OF  
NATURAL RESOURCES

**Upper Falls, Gooseberry  
Falls State Park, Minnesota**



# Minnesota DNR Leadership Message



Minnesota's state bird is the common loon. Minnesota has more common loons than any other state, except Alaska.

Minnesota's abundant, diverse and healthy natural resources define our state and make it an incredible place to live. That doesn't happen by accident; it requires commitment and collaboration across a diverse and broad range of Minnesotans. The Minnesota Department of Natural Resources (DNR) is fully committed to its mission to work with Minnesotans to conserve and manage the state's natural resources, to provide outdoor recreation opportunities, and to provide for commercial uses of natural resources in a way that creates a sustainable quality of life.

With changing trends and values around the use of natural resources and pressures like climate change, the DNR must ensure that our goals and strategies are timely and aligned with the state's short- and long-term needs. This mid-plan update to our 2015-2025 Conservation Agenda builds on the core work highlighted in the 2015 agenda: conserving the state's natural resources; providing outdoor recreation opportunities; supporting commercial uses of natural resources; and operational excellence. This update also incorporates the DNR's current strategic priorities.

The DNR must proactively address and manage ongoing and emerging critical natural resource issues facing Minnesota. Land use change, invasive species spread, and a changing climate all create challenges to maintaining the diversity and quality of our natural resources. As well, more Minnesotans than ever before are enjoying outdoor opportunities—in different ways than in the past.

Our strategic goals and strategies best position the DNR to address the changing conditions in our natural environment and economy as well as the changing needs of Minnesotans to connect to the outdoors. The DNR's approach ensures we can protect and manage our natural resources in ways that benefit the environment and economy and serve the diverse needs of Minnesota and Minnesotans.

Together, we can protect, conserve, and manage our extraordinary natural resources for this and future generations.

—DNR Commissioner's Office

## Contents

Introduction .....	1
GOAL 1: Minnesota's waters, natural lands, and diverse fish and wildlife habitats are conserved and enhanced .....	3
GOAL 2: Minnesota's outdoor recreation opportunities meet the needs of new and existing participants so all benefit from nature.....	7
GOAL 3: Minnesota's natural resources contribute to strong and sustainable job markets, economies, and communities .....	11
GOAL 4: DNR demonstrates operational excellence and continuous improvement in service to citizens .....	15
How DNR does its work .....	18

**The mission of the Minnesota Department of Natural Resources is to work with Minnesotans to conserve and manage the state's natural resources, to provide outdoor recreation opportunities, and to provide for commercial uses of natural resources in a way that creates a sustainable quality of life.**

# Introduction

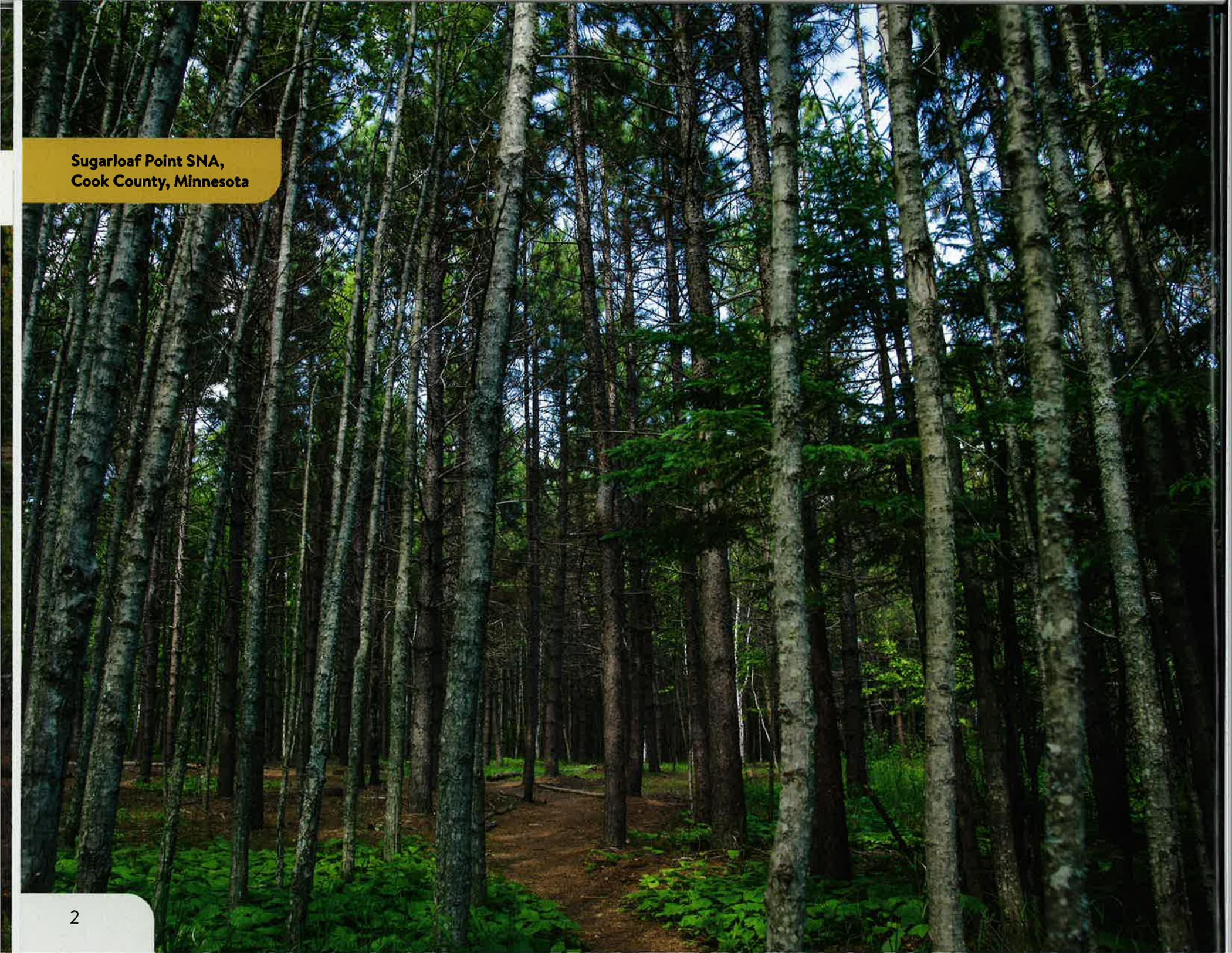
DNR's 10-year Conservation Agenda helps lead long-term DNR decision making, including policy development, program implementation, and budget management. This mid-plan update of the 2015-2025 Agenda maintains the core elements of the original plan, and refocuses the DNR for the next several years to build off existing momentum and address emerging challenges and opportunities.

The plan includes four broad goals. The first three goals focus on conserving the state's natural resources, providing outdoor recreation opportunities, and supporting commercial uses of natural resources. The fourth goal, operational excellence, focuses on ensuring that the internal workings of the department provide high quality services to Minnesotans. This document does not describe all details of DNR's efforts, but highlights trends informing the goals and key strategies aimed towards accomplishing these goals.

For additional information on how the DNR is accomplishing its goals, and conservations targets used to measure and communicate progress, please visit [mndnr.gov/conservationagenda](http://mndnr.gov/conservationagenda).



**Itasca Wilderness Sanctuary Scientific and Natural Area (SNA) protects rare species, geological features and native plant communities in north-central Minnesota. Minnesota's natural resources face increasing demands and pressures from growing populations, climate change and invasive species. Conservation efforts help ensure the health of waters and lands.**



**Sugarloaf Point SNA,  
Cook County, Minnesota**

# GOAL 1

## Minnesota's waters, natural lands, and diverse fish and wildlife habitats are conserved and enhanced.

Minnesota is known for its water, forests, prairies, and wildlife. Not only does our state boast a diversity of natural lands, plants, and animals, many of these natural resources have remained in relatively high quality. As such, the quality of Minnesota's natural resources is inextricably linked to our quality of life. We must address multiple pressures—land use change, invasive species spread, pollution, and a changing climate—to sustain the places and experiences we value.



**A conservation officer completes a boat inspection to reduce the risk of spreading aquatic invasive species.**

## GOAL 1

### The following strategies guide targeted actions related to Goal 1:

- **Conserve natural areas.** Retain natural areas and working lands containing important habitats, especially habitats in jeopardy, such as native prairies, wetlands, shallow lakes, and shorelines. Connect fragments of high-quality habitat. Conserve endangered, threatened, rare, declining and vulnerable species.
- **Mitigate and adapt to the changing climate.** Identify and implement policies and practices that enhance climate change resiliency. Ensure climate strategies are informed by best available science and engagement with communities and conservation partners.
- **Manage lands and waters effectively and adaptively.** Foster healthy habitats and create resiliency in Minnesota's habitats to allow species to adapt to change. Monitor and fine-tune management actions. Prevent and slow the spread of invasive species.
- **Identify natural resources most in need of protection and management.** Give priority to places facing the pressures of land use change, pollution, climate change and invasive species.
- **Restore degraded habitats.** Restore the integrity of degraded lakes, wetlands, rivers, grasslands, and forests.
- **Monitor and fine-tune management actions.** Track and continually improve the effectiveness of our conservation work.



Pelican Lake shoreline restoration, Crow Wing County, Minnesota



White-tailed deer, Sturgeon River State Forest, Minnesota

## Four key trends informing Goal 1 strategies:

1. Minnesota is known for its abundant water, but this precious resource is not unlimited and increasing demands for use, as well as water quality degradation, are impacting the long-term sustainability of our water.
2. Invasive species are spreading, threatening native species and adversely affecting both recreation and natural resource dependent businesses.
3. Prairie, grassland, and wetland habitats are declining, negatively impacting native species and water resources.
4. Conservation and community organizations and federal, state, local, and tribal governments each have unique tools, constituencies, and capacities, increasing the opportunity to coordinate across organizations.



**In Minnesota, grasslands range from sparsely vegetated sand dunes and vast fields of big bluestem up to 8 feet tall, to wet meadows and shortgrass prairies high on river bluffs. Habitat maintenance and restoration are essential for supporting water resources and native species.**

Birding, Fort Snelling State Park  
St. Paul, Minnesota



## GOAL 2

Minnesota's outdoor recreation opportunities meet the needs of new and existing participants so all benefit from nature.

Minnesota consistently ranks among one of the top states in which to live, and a key factor is our healthy natural environment with abundant parks, natural lands, and high-quality recreation opportunities. All Minnesotans should be able to access and enjoy the benefits of natural areas and outdoor time. We are challenged, however, to maintain basic operations at many state recreation facilities. Demand is increasing for new and enriched outdoor experiences. Innovative targeted strategies will provide support to help connect families with nature and active outdoor experiences.



**Many Minnesotans have strong hunting traditions. A commitment to species and habitat conservation will ensure quality hunting for future generations.**

## GOAL 2

### The following strategies guide targeted actions related to Goal 2:

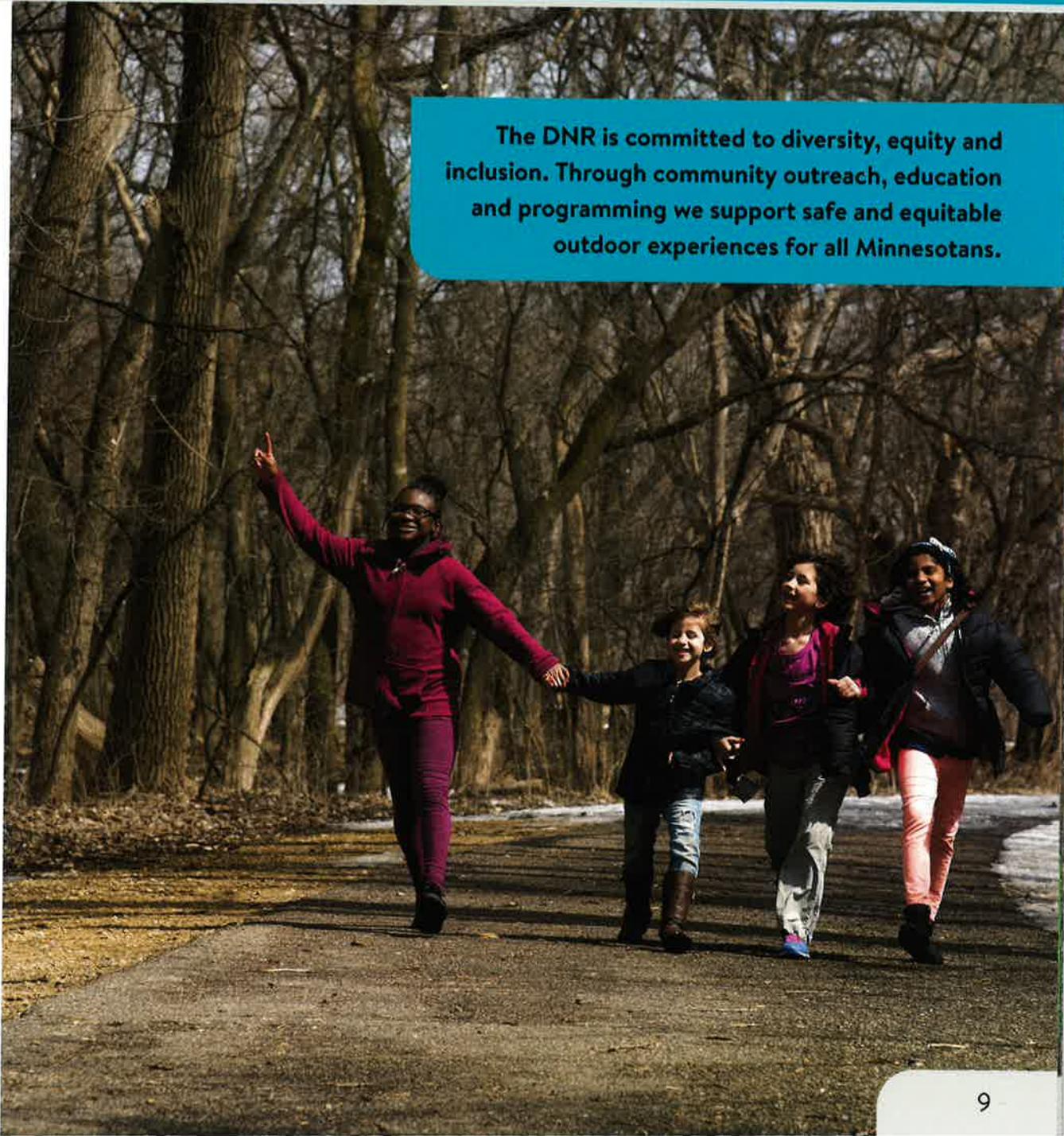
- **Evaluate the effectiveness of DNR outreach** and adjust programs and facilities accordingly.
- **Develop and promote outdoor programs and activities for people of all backgrounds and diverse interests.** Especially work to provide services for families with children, ethnically and culturally diverse communities, women, youth, and young adults who have an interest in outdoor activities.
- **Expand our capacity to get more Minnesotans outdoors** by working with our partners to use innovative strategies and tools, such as online programming, digital applications, and self-led activities.
- **Maintain and enhance Minnesota's outdoor recreation system.** Ensure high-quality, easy-to-access and safe recreational opportunities for long-standing and new participants.



We welcome people with disabilities to the outdoors in many ways, including by providing accessible camping facilities, hunting areas, and fishing piers.

## Four key trends informing Goal 2 strategies:

1. Participation in outdoor recreation is evolving, with changes in user demographics and some uses declining and others emerging or increasing.
2. Use of public outdoor spaces has been increasing, with people seeking both mental and physical health benefits of nature.
3. Demands on outdoor recreation infrastructure are increasing and changing, while funds for maintenance and upgrades are not keeping pace.
4. Minnesotans enjoy the outdoors in a wide range of ways, some of which can be difficult to accommodate in close proximity to other users or sensitive resources.



**The DNR is committed to diversity, equity and inclusion. Through community outreach, education and programming we support safe and equitable outdoor experiences for all Minnesotans.**

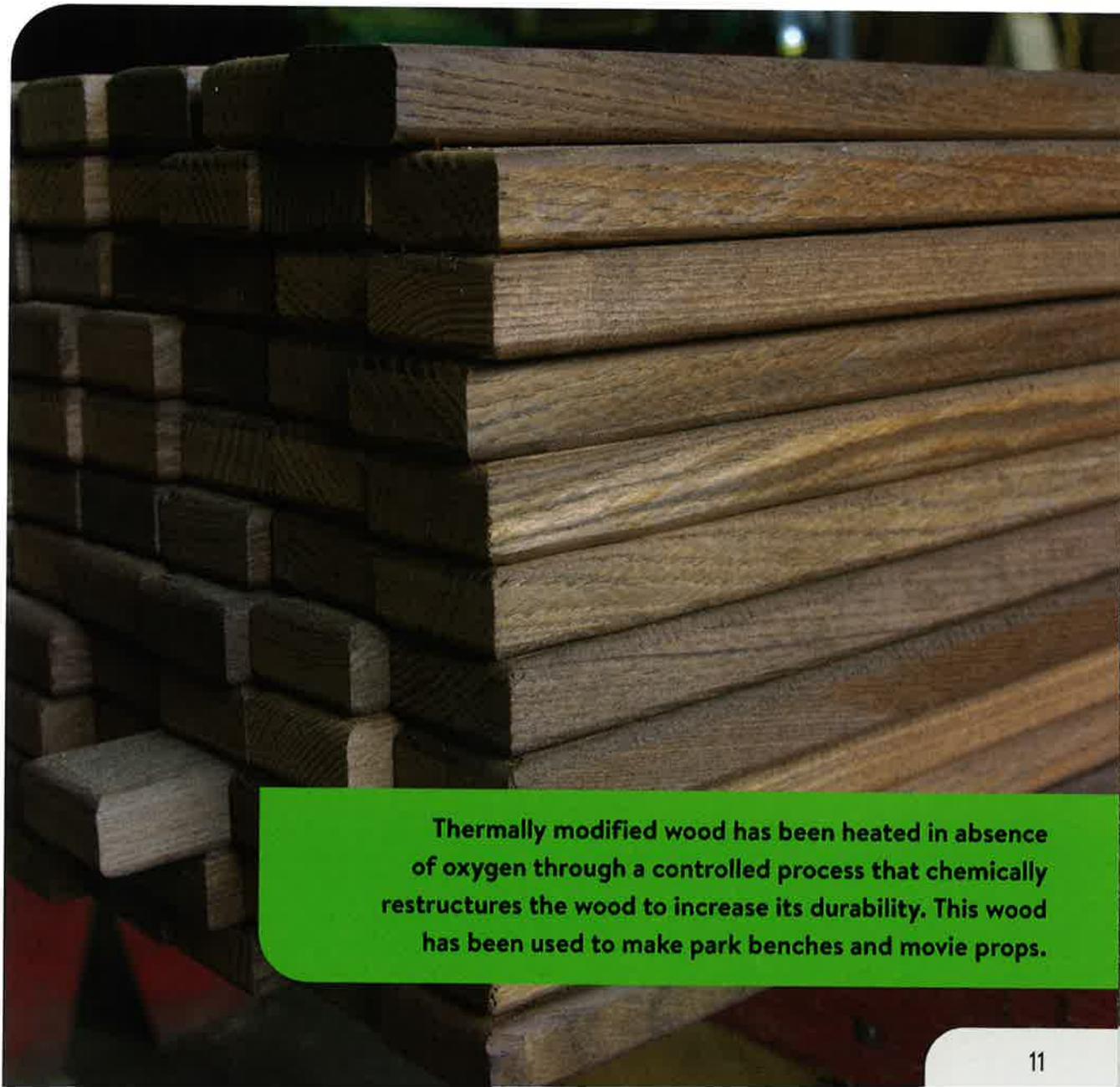
Natural resource tourism enables communities throughout Minnesota to thrive.  
Main Street, Crosby, Minnesota.

Mtn.  
Bikers  
Welcome

## GOAL 3

Minnesota's natural resources contribute to strong and sustainable job markets, economies, and communities.

Minnesota's lands and waters define our state and are a major reason people choose to live, work, and play here. Sound natural resource-based economic development will ensure our state's competitive advantage. We have been successful in the past at growing a vibrant economy and protecting the land and water that make Minnesota among the nation's leaders in quality of life measures.



**Thermally modified wood has been heated in absence of oxygen through a controlled process that chemically restructures the wood to increase its durability. This wood has been used to make park benches and movie props.**

## GOAL 3

### The following strategies guide targeted actions related to Goal 3:

- **Manage for healthy, productive forests.** Ensure Minnesota's forests continue to provide a full range of values, including a sustainable supply of wood resources, outdoor recreation and tourism, wildlife, biodiversity, and clean water.
- **Develop and manage mineral resources responsibly.** Ensure mineral exploration and mining are environmentally sound and benefit the state's job markets, economies, and communities.
- **Sustain healthy watersheds and groundwater supplies.** Manage for clean, abundant water and flood protection as essential foundations of industry, agriculture, and community growth and development, as well as recreation.
- **Support and grow Minnesota's nature-based tourism economy.** Create and maintain exceptional outdoor recreation experiences to create jobs, support local economies, and reduce health costs.
- **Manage school trust fund lands effectively and sustainably.** Provide revenue for Minnesota schools using fiscally responsible and sound natural resource management principles for oversight of school trust fund lands.

A photograph showing a large stack of logs in a logging yard. The logs are stacked in a neat pile, and the background shows a large pile of wood chips or sawdust. The scene is outdoors, and the lighting suggests a bright day.

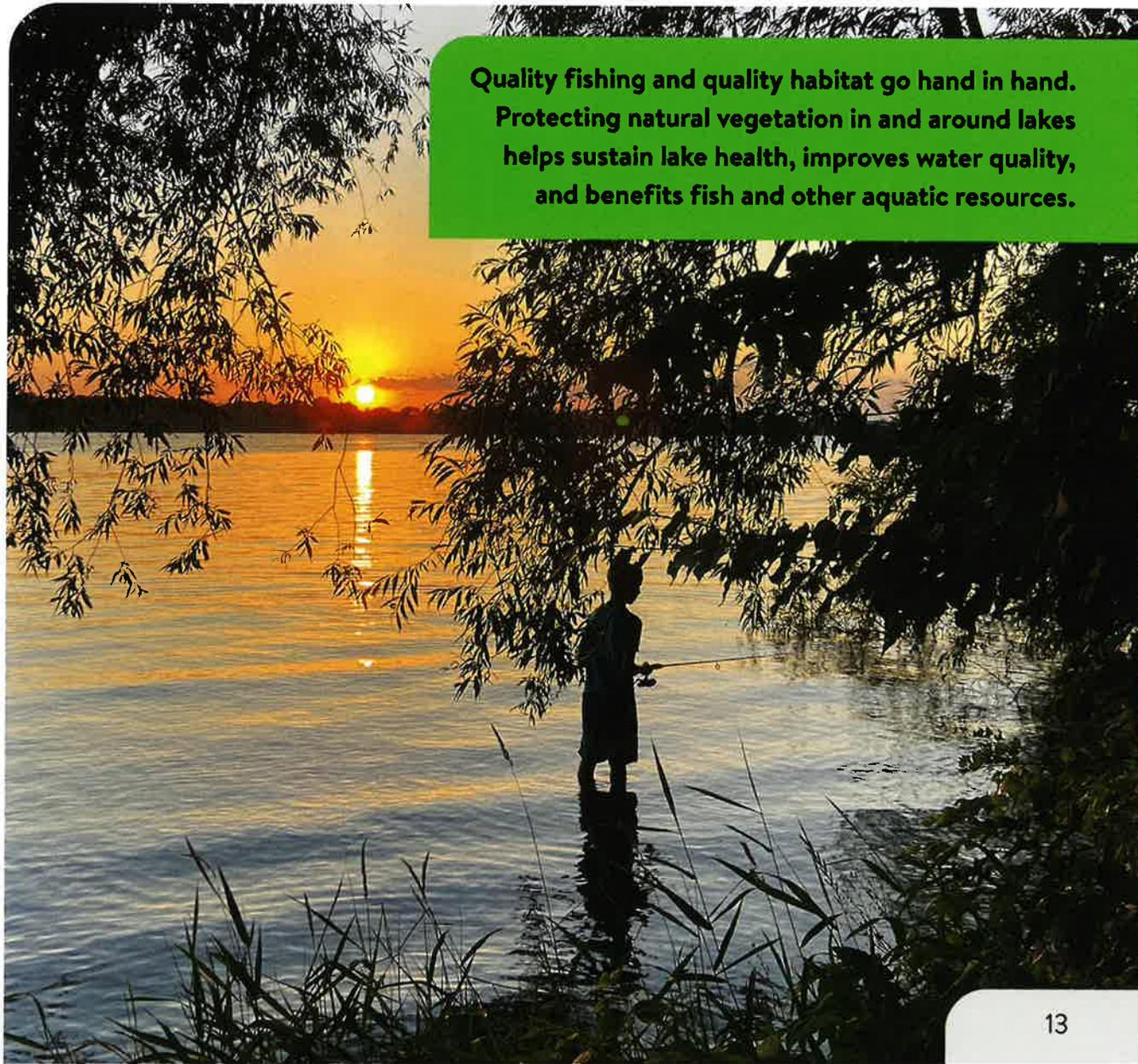
Logging delivery,  
Cloquet, Minnesota

A photograph of a large yellow mining truck at an active mine. The truck is a massive piece of machinery with large, treaded tires. A person in a white shirt and orange hard hat is standing in the foreground, providing a sense of scale. The background shows a rocky mine site under a blue sky with some clouds.

Active mine  
Iron Range, Minnesota

## Four key trends informing Goal 3 strategies:

1. The forest products industry is responding to changing climatic conditions and consumer demand with adaptive management and creative wood-product uses.
2. The School Trust has emerging opportunities for new revenue but may lack the ability to make the necessary investments in its asset base.
3. Public investment in conservation and outdoor recreation is transforming local economies through increased tourism, new residents and businesses, improved tax revenues, and health care savings.
4. Water quality and water quantity are increasingly limiting factors for current and future economic activities and community needs.



**Quality fishing and quality habitat go hand in hand. Protecting natural vegetation in and around lakes helps sustain lake health, improves water quality, and benefits fish and other aquatic resources.**

**DNR foresters promote woodland stewardship and provide technical assistance to woodland owners by answering questions about their woods and helping them find the right programs to meet their woodland goals.**



## GOAL 4

### DNR demonstrates operational excellence and continuous improvement in service to citizens.

Accomplishing our natural resource goals requires operational excellence. DNR must continually seek to improve efficiency and effectiveness on behalf of Minnesotans. Increasing efficiency alone cannot address today's conservation challenges that operate at a larger and more complex scale than in the past. Investing in our employees is crucial to maintain our ability to support core operations, be nimble in the face of new challenges, and recruit and retain tomorrow's workers. To succeed in a changing world, DNR staff must bring diverse perspectives, skills, and focus to their work.



**The DNR Information Center provides brochures, maps and other information to the public on Minnesota's natural resources and outdoor recreational opportunities.**

## GOAL 4

### The following strategies guide targeted actions related to Goal 4:

- **Commit to workforce development.** Develop a workforce that is representative of all Minnesotans by enhancing a safe, respectful, and dynamic work environment to retain high-quality performers and continue to attract top talent.
- **Employ adaptive management practices.** Practice adaptive management, learning as we go, to respond to rapid and long-term changes, new insights, and unanticipated events, while delivering safe, effective, and efficient work-processes.
- **Make smart investments to manage future operational costs.** Invest in DNR's facilities and fleet to ensure safe and effective delivery of public services and efficient internal operations for the long term.
- **Reduce energy use and invest in renewable energy.** Improve the efficiency of DNR facilities, vehicles, and equipment and increase our use of renewable energy in order to reduce our department's greenhouse gas emissions.
- **Enhance transparency.** Provide easy and transparent access to information so the public can understand and participate in DNR's work.



**Career pathway programs provide the DNR an opportunity to engage, train, and recruit diverse early career professionals into natural resource and environmental careers.**

## Four key trends informing Goal 4 strategies:

1. Solving challenging community and natural resource issues is increasingly a collaborative endeavor requiring strong partnerships.
2. Minnesota's demographics are changing, affecting DNR's workforce, demand for services, and public engagement expectations.
3. Funding conservation requires more creativity and flexibility than it has in the past as traditional revenue sources, such as user-based funding, are insufficient to cover the breadth of DNR's work.
4. Costs of doing business are rising, and the public's expectations for how we deliver services are changing. Customers expect more online resources and programming, in addition to traditional services.

2022 DNR Roundtable participants discuss fisheries, wildlife, ecological and water resource issues in Minnesota.



# How DNR does its work

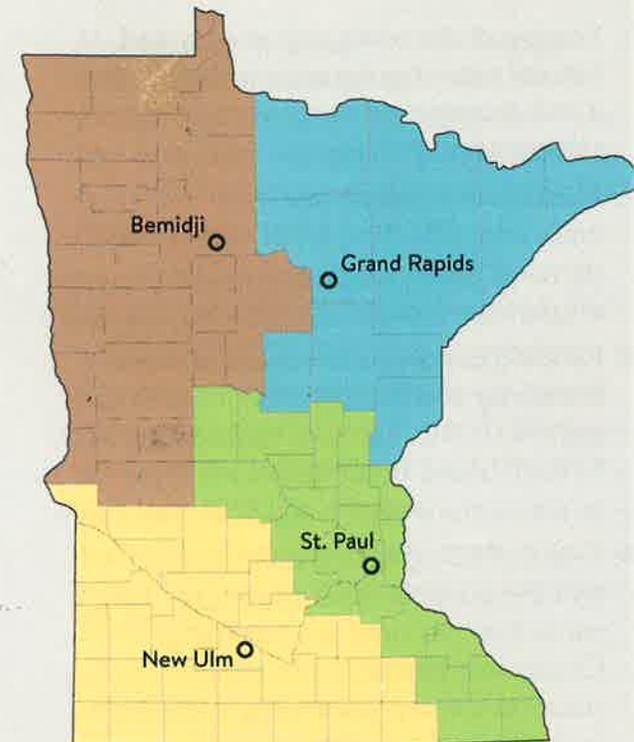
DNR conserves and manages the state's waters and natural lands, including forests, wetlands, and native prairies. We provide enriching public outdoor recreational opportunities, such as hunting, fishing, wildlife-watching, camping, skiing, hiking, biking, motorized recreation, and conservation education for Minnesotans of all ages and backgrounds. The department provides economic opportunities in a manner consistent with sound natural resource conservation and management principles. We work with partners and the public to manage for a variety of interests and values.

The DNR's work is rooted in natural resources management and environmental protection. Healthy natural systems are critical for thriving communities. By managing for the sustained health of natural resources, the DNR contributes to community health and economic opportunity. In this work, the agency is also committed to mitigating and adapting to climate change and enhancing the climate resiliency of natural systems and communities now and into the future.

The DNR is committed to providing all Minnesotans with equitable access to outdoor spaces and the benefits afforded by a healthy environment. In addition, the DNR is focused on attracting and retaining a workforce that reflects Minnesota's diversity.

The DNR is one department, working through seven divisions, organized into four geographical regions. The divisions each offer expertise to help achieve our mission, while the regions allow for in-depth local community knowledge and engagement. All divisions and regions work together under the same mission, goals, and priorities. Each division is described briefly below, with information representing its core work.

**Minnesota DNR operates out of four regional offices that oversee programming and services locally.**



## LEGEND

- Northwest
- Northeast
- South
- Central

## Ecological and Water Resources

The DNR Ecological and Water Resources Division helps realize a vision of healthy lands and waters throughout Minnesota by delivering integrated land and water resource conservation.

Consistent with DNR's mission, the division supports sustainable economic development, enhances rare wildlife and native plant populations, and protects aquatic and terrestrial ecosystems from the negative impacts of invasive species.

### SERVICES PROVIDED

DNR's ecological and water resources work falls into three main areas:

- Conservation assistance and regulation
- Ecosystem management and protection
- Inventory, monitoring, and analysis



## Enforcement

As the primary conservation law enforcement agency in Minnesota, the DNR Enforcement Division plays an important role in connecting people to the outdoors and conserving and enhancing Minnesota's natural resources by providing outreach, safety training, law enforcement, and emergency services throughout the state.

### SERVICES PROVIDED

Our enforcement work spans four main areas:

- Fish and game education, protection and enforcement
- Recreational safety and enforcement
- Natural resource protection and enforcement
- Public safety



## Forestry

The DNR Forestry Division aims to help sustain community wellbeing and quality of life by improving the productivity, health, diversity, accessibility, and use of forests. Healthy forests provide clean water, carbon storage, wildlife habitat, biodiversity, and forest-related products.

The division also provides wildfire protection for 45.5 million acres of public and private land.

### SERVICES PROVIDED

DNR achieves the state's forestry goals by:

- Wildfire prevention and response
- Leading forest management and policy development
- Providing technical assistance to communities and private landowners



## Fish and Wildlife

The DNR Fish and Wildlife Division strives to sustain healthy populations of fish and wildlife, high quality recreational opportunities, and vibrant local economies. We manage fish and wildlife populations and their habitats. We facilitate use of these public resources, including fishing, hunting, and trapping, through skill building and other programs. We also serve people seeking hunting and fishing licenses and recreational vehicle registration and titling.

### SERVICES PROVIDED

We organize our fish and wildlife work across four categories:

- Monitor and manage fish and wildlife populations
- Protect, restore, and enhance key fish and wildlife lands
- Connect people to the outdoors through hunting, fishing, and engagement
- Administer hunting and fishing licenses and recreational vehicle titles and registrations



## Lands and Minerals

The DNR Lands and Minerals Division regulates mining to protect natural resources and the environment. This includes both currently operating and proposed mines, as well as the reclamation of mining areas for future use once mining is complete. The mineland reclamation activity promotes a healthy environment with sustainable use of natural resources and contributes to a strong natural resource-based economy.

The division's land management responsibilities include real estate services for the Department such as appraisals, title work, leasing, and sales. Land management also includes

oversight of school and university trust lands, which generate revenue by leasing surface lands and mineral rights. These funds go to public school districts throughout the state and the University of Minnesota and its students. In addition, the DNR manages minerals on tax-forfeited land, providing revenue to local school districts, counties, cities, and townships.

### SERVICES PROVIDED

DNR lands and minerals falls in three areas of work:

- Mine permitting and reclamation
- Minerals management
- Real estate management



## Operations Services

The Operations Services Division provides department-wide operational support and services for the DNR. The division's work spans a number of services that are more efficiently provided in a centralized manner.

### SERVICES PROVIDED

The DNR's internal operations support includes:

- Budget management
- Human resources
- Facilities and asset management
- Vehicles and equipment
- Safety
- Communication and outreach
- Planning services



## Parks and Trails

The DNR Parks and Trails Division aspires to provide unforgettable park, trail, and water recreation experiences that inspire people to pass along the love of the outdoors to current and future generations.

State parks and trails improve the lives of individuals, children and families by connecting them to nature, helping them to stay healthy and fit, strengthening local communities and economies, and conserving Minnesota's special places and resources.

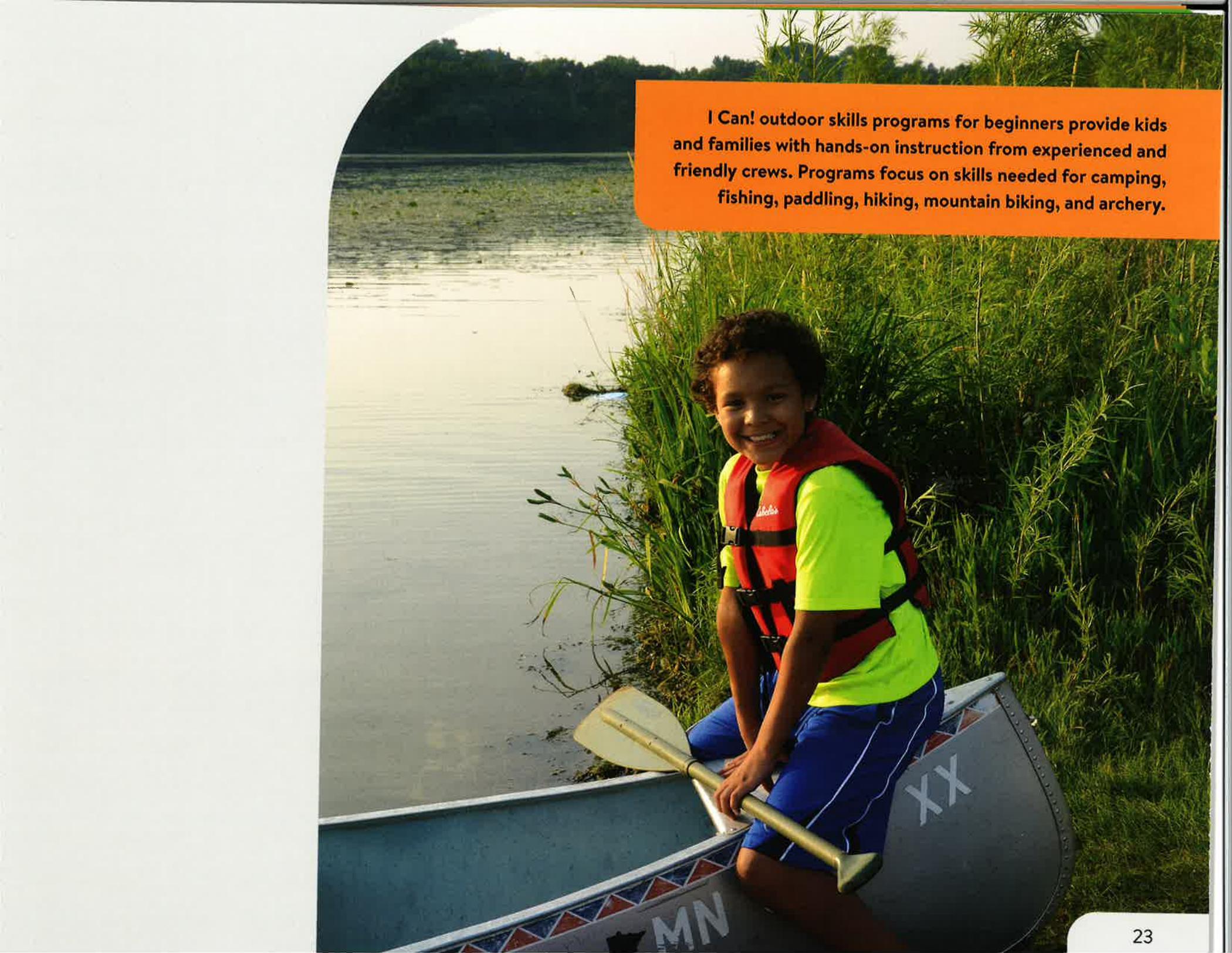
Each year, the DNR serves millions of out-of-state visitors and Minnesotans alike. There is a state park, trail, recreation area, or forest campground within 30 miles of most people in the state.

### SERVICES PROVIDED

DNR's parks and trails work falls into three major categories:

- Develop and manage state parks, trails, recreation areas, forests and water recreation opportunities
- Work with outdoor recreation partners to provide a seamless outdoor recreation system at the local, regional, state and federal levels
- Deliver natural resources education and interpretive programming



A young boy with curly hair is smiling while sitting in a blue canoe on a calm lake. He is wearing a bright yellow-green t-shirt, blue shorts, and a red life vest. He holds a wooden paddle across his lap. The canoe has a decorative pattern of red and blue triangles along its side and the letters 'MN' and 'XX' are visible. The background shows a wide expanse of water and a line of green trees on the far shore under a clear sky. The image is framed with a white border on the left and top, and a curved cutout on the right side.

**I Can! outdoor skills programs for beginners provide kids and families with hands-on instruction from experienced and friendly crews. Programs focus on skills needed for camping, fishing, paddling, hiking, mountain biking, and archery.**



500 Lafayette Road  
St. Paul, MN 55155-4040  
888-646-6367 or 651-296-6157  
mndnr.gov

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# Board of County Commissioners Agenda Request



**Requested Meeting Date:**

**Title of Item:**

<p>REGULAR AGENDA</p> <p>CONSENT AGENDA</p> <p>INFORMATION ONLY</p>	<p><b>Action Requested:</b></p> <p>Approve/Deny Motion</p> <p>Adopt Resolution (attach draft)</p> <p style="text-align: right;"><i>*provide copy of hearing notice that was published</i></p>	<p>Direction Requested</p> <p>Discussion Item</p> <p>Hold Public Hearing*</p>
<p><b>Submitted by:</b></p>		<p><b>Department:</b></p>
<p><b>Presenter (Name and Title):</b></p>		<p><b>Estimated Time Needed:</b></p>
<p><b>Summary of Issue:</b></p>		
<p><b>Alternatives, Options, Effects on Others/Comments:</b></p>		
<p><b>Recommended Action/Motion:</b></p>		
<p><b>Financial Impact:</b></p> <p><i>Is there a cost associated with this request?</i>                      Yes                      No</p> <p><i>What is the total cost, with tax and shipping? \$</i></p> <p><i>Is this budgeted?</i>                      Yes                      No                      <i>Please Explain:</i></p>		

Lease Number <b>LEAR010068</b>
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 July 1, 2023
Tenant Address 1211 Air Park Drive, Aitkin, MN 56431	Termination Date December 31, 2027
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 \$4.80 per ton - Uncrushed Rock, Common

**Summary of Fee Payment and Reporting Timelines**

**Lease Period: Effective Date - December 31, 2023**

Item	Due Date
Pay Annual Materials Prepayment (\$1,350.00) and Timber Damages (\$0.00)	Upon lease signature
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 (\$1,350.00)	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 - December 31, 2025**

Item	Due Date
Pay Annual Materials Prepayment (\$1,350.00)	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

**Lease Period: January 1, 2026 - December 31, 2026**

Item	Due Date
Pay Annual Materials Prepayment (\$1,350.00)	January 1, 2026
Submit Annual Earth Materials Production Report	November 30, 2026
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2026
Pay Additional Annual Materials Fee, if applicable	Within 30 days of Landlord's invoice

**Lease Period:** January 1, 2027 - Termination Date

Item	Due Date
Pay Annual Materials Prepayment (\$1,350.00)	January 1, 2027
Submit Annual Earth Materials Production Report	November 30, 2027
Submit Supplemental Earth Materials Production Report, if applicable	December 31, 2027
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 Southeast Quarter of the Northeast Quarter of Section 8, Township 46 North, Range 25 West, Aitkin County, Minnesota,

said parcel contains 10.50 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 12 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 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

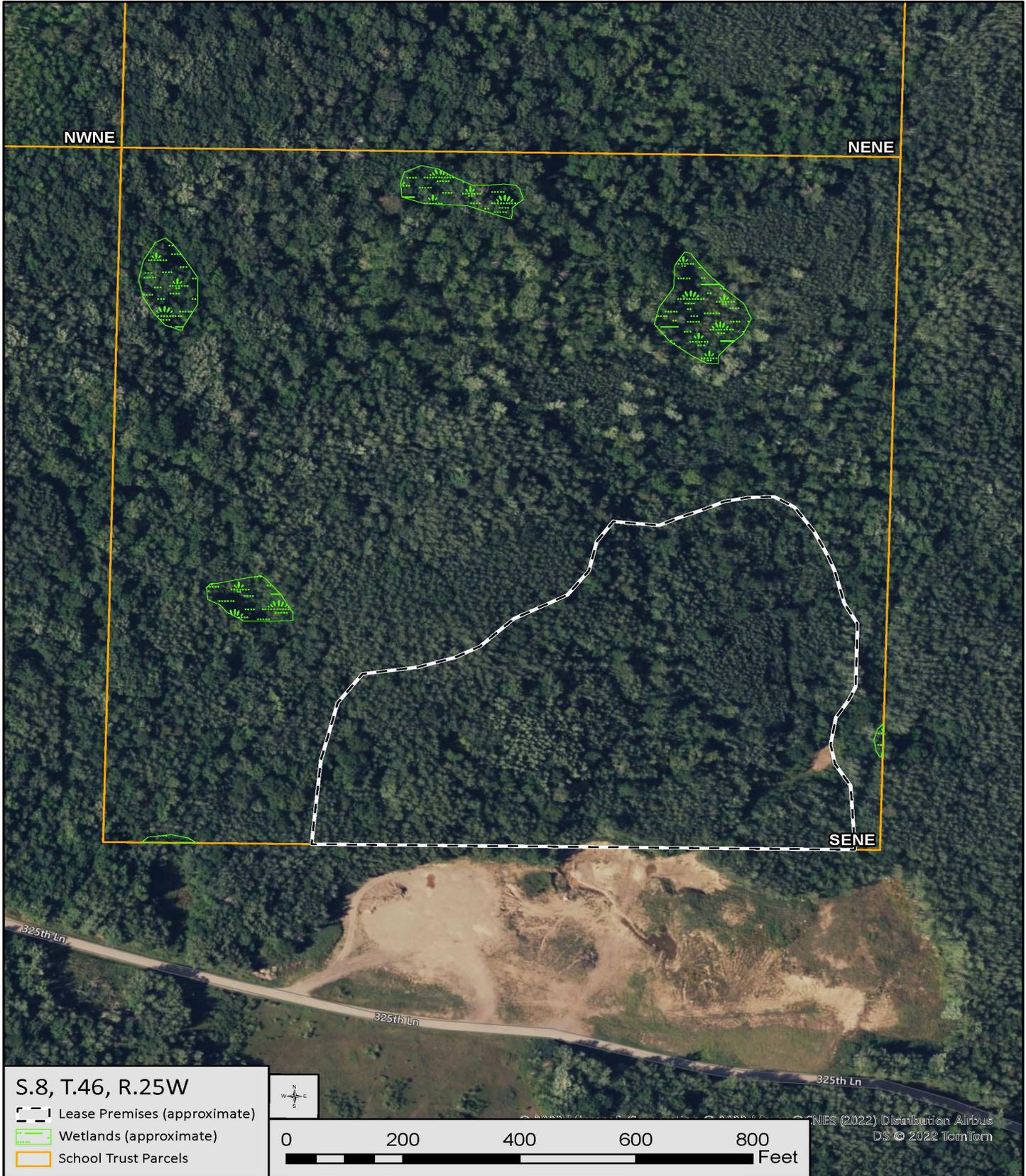
Authorized Signature & Title	Date
Printed Name	
Current Area Code & Phone Number	
Current Email Address	

**REGIONAL OPERATIONS SUPERVISOR**  
**DIVISION OF LAND AND MINERALS**

# Exhibit A

## Map

Lease for Removal of Earth Materials LEAR010068



## Exhibit C

### Additional Terms and Conditions on Control of Invasive Species

Lease for Removal of Earth Materials LEAR010068

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 <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<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 LEAR010068  
 July 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 July 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
SENE-8-46N-25W-Aitkin	Uncrushed Rock, Common / ton		
SENE-8-46N-25W-Aitkin	Gravel, Common / cubic yard		

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](mailto:AggregateLeasing.dnr@state.mn.us). Alternatively, you may mail an original copy to Attention: Aggregate Specialist, 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 LEAR010068  
 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
SENE-8-46N-25W-Aitkin	Uncrushed Rock, Common / ton		
SENE-8-46N-25W-Aitkin	Gravel, Common / cubic yard		

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](mailto:AggregateLeasing.dnr@state.mn.us). Alternatively, you may mail an original copy to Attention: Aggregate Specialist, 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 LEAR010068  
 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
SENE-8-46N-25W-Aitkin	Uncrushed Rock, Common / ton		
SENE-8-46N-25W-Aitkin	Gravel, Common / cubic yard		

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](mailto:AggregateLeasing.dnr@state.mn.us). Alternatively, you may mail an original copy to Attention: Aggregate Specialist, 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 LEAR010068  
 January 1, 2026 through November 15, 2026

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, 2026 through November 15, 2026.

**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
SENE-8-46N-25W-Aitkin	Uncrushed Rock, Common / ton		
SENE-8-46N-25W-Aitkin	Gravel, Common / cubic yard		

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](mailto:AggregateLeasing.dnr@state.mn.us). Alternatively, you may mail an original copy to Attention: Aggregate Specialist, 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 LEAR010068  
 January 1, 2027 through November 15, 2027

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, 2027 through November 15, 2027.

**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
SENE-8-46N-25W-Aitkin	Uncrushed Rock, Common / ton		
SENE-8-46N-25W-Aitkin	Gravel, Common / cubic yard		

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](mailto:AggregateLeasing.dnr@state.mn.us). Alternatively, you may mail an original copy to Attention: Aggregate Specialist, 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 LEAR010068

November 16 through December 31 for years 2023, 2024, 2025, 2026 and 2027

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)

<u>Property</u> Forty/Lot-Sec-Twp-Rng-County	Material / Unit	Total Tax Exempt Quantity Removed	Total Taxable Quantity Removed
SENE-8-46N-25W-Aitkin	Uncrushed Rock, Common / ton		
SENE-8-46N-25W-Aitkin	Gravel, Common / cubic yard		

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 2023, 2024, 2025, 2026 and 2027 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](mailto:AggregateLeasing.dnr@state.mn.us). Alternatively, you may mail an original copy to Attention: Aggregate Specialist, 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.