



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, February 16, 2021

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #10.2 (Closed Session per MN Statutes 13D.05, Sub. 3(b) Re: Itasca County Jail Project) and approve the agenda, as amended.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Davin Tinquist
SECONDER: Commissioner Terry Snyder
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 9, 2021 County Board Regular Session.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Leo Trunt
SECONDER: Commissioner Ben DeNucci
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/23/2021 2:30 PM

2. Approve and authorize necessary signatures for the 639 MOU regarding the Corrections Mental Health Professional.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/23/2021 2:30 PM

3. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the

Local Road Improvement Program (LRIP), as requested by Deer River Township.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/23/2021 2:30 PM

4. Adopt the Resolution Re: Repurchase of Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4), LESS M and R Railroad Right of Way, Section Fifteen (15), Township Fifty-seven (57), Range Twenty-seven (27) by Michael H. Benning.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/23/2021 2:30 PM

5. Authorize necessary signatures required on the attached Quit Claim Deed from Itasca County to the State of Minnesota, held in Trust for the taxing districts for the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and part of the platted Right of Way adjacent thereto.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/23/2021 2:30 PM

6. Approve utility easement for construction, maintenance and operation of rebuilding an existing simple phase overhead primary telecommunication lines over and across tax-forfeited trust lands in Section 13, Section 22, Section 23 and Section 34, Township 62, Range 22 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/23/2021 2:30 PM

7. Approve professional and technical service contract between the State of Minnesota, Duluth Archaeology Center, LLC., and Itasca County to conduct a Phase 1 Archaeological/Cultural Survey for the Balsam Creek Bridge Replacement project and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/23/2021 2:30 PM

8. Authorize the application for the MN Department of Safety Criminal Justice System COVID-19 Response Grant and authorize the acceptance of the grant, if awarded.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/23/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. MN DNR Land Acquisition Request

County Land Commissioner Kory Cease and Minnesota Department of Natural Resources (DNR) Representative AmberBeth VanNingen provided information regarding the request to approve an approximately 62 acre private land acquisition in Lot 4, NWSW and SWSW of Section 26, Township 57N, Range 26W by Minnesota Department of Natural Resources for expansion of the Wabu Woods Scientific and Natural Area (SNA).

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Liquor License

Motion To: Approve new On-Sale, Off-Sale, and Sunday Liquor Licenses for Little Winnie Resort & Campground, Inc., 55670 County Road 9, Deer River, MN 56636.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Davin Tinquist
SECONDER: Commissioner Terry Snyder
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. Tobacco License

Motion To: Approve new license to sell tobacco products for Iron Tobacco Vapor dba Lakeshore Tobacco Vapor, 1200 South Pokegama Avenue, Suite 40/50, Grand Rapids, MN 55744.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. Correctional Facility/Courts Committee Update

Ryan Weber from Klein McCarthy Architects provided an update regarding layout and design and Larry and Pete Filippi from Contegrity Group provided an update regarding updated project costs of the New Jail/Facilities project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of recent Northeast Minnesota Area Transportation Partnership (NEMNATP), Jail Committee, and Extension Committee meetings, as well as meetings regarding Project Frontier and the Local Option Sales Tax (LOST) request.

Commissioner Trunt reported on his attendance of recent Fair Committee, Tri-County Community Health Board, and Western Mesabi Mine Planning Board (WMMPB) meetings, as well as the Itasca Economic Development Corporation (IEDC) annual meeting.

Commissioner Snyder reported on his attendance of a recent Extension Committee meeting and the Itasca Economic Development Corporation (IEDC) annual meeting, as well as meetings regarding Project Frontier, the Local Option Sales Tax (LOST) request, Short-Term Rentals, and various meetings with Blandin Foundation, Minnesota Department of Natural Resources (DNR), and townships.

Commissioner DeNucci reported on his attendance of a recent Nashwauk Joint School/Public Library meeting, as well as meetings regarding the Local Option Sales Tax (LOST) request and various township and city council meetings. Commissioner DeNucci also shared that he testified to the Senate in support of legislation relative to the Department of Corrections (DOC).

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS****RECESS**

Chair Ives recessed the meeting at 4:21 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:32 PM, with all members present.

X. CLOSED SESSIONS

1. Closed Session Re: Labor Negotiations.

Motion To: Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Others Present: County Attorney Matti Adam, Human Resources Director Lynn Hart, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Closed Session Re: the Itasca County Jail Project.

Motion To: Go into Closed Session per MN Statutes 13D.05, Subd. 3(b), based upon Attorney Client Privilege MN Statutes 595.02, Subd. 1(b), to consult with its attorney in reference to the Itasca County Jail Project.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Others Present: County Attorney Matti Adam, Contracted Special Counsel Adam Ripple (via telephone), County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

Chair Ives adjourned the meeting at 5:31 PM.

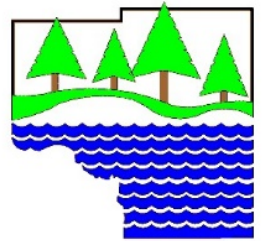
ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



February 16, 2021

Chair:

PULL: None

ADDITIONS:

1. Item #10.2 – Closed Session per MN Statutes 13D.05, Subd. 3(b) Re: Itasca County Jail Project

CHANGES: None

INFORMATIONAL: None

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, February 9, 2021

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 2, 2021 County Board Work Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as delineated below.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

1. Accept the Minutes of the January 14, 2021 HHS Advisory Committee Meeting.
2. Approve a Contract Addendum for Ross Resources Family Visitation Services.
3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Lifeview Glaucoma Center - Aponte, Elisabeth.
4. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Ellie Family Services, PLLP.

5. Authorize entering into a contractual agreement between Itasca County Public Health and Registered Nurse (RN) Nancy McKenzie for the period of February 9, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of \$40 per hour.
6. Approve the Forest Service Road Project Agreement 21-RO-11090300-016 between Itasca County and the Chippewa National Forest Service and authorize the County Engineer to sign the agreement.
7. Adopt the Resolution Re: MnDOT Detour Agreement No. 1045892, which approves the agreement and authorizes the necessary signatures
8. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Feeley Township.
9. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Ardenhurst Township.
10. Adopt the Resolution Re: Resolution Supporting the City of Grand Rapids' Application to the LRIP Grant Program for a proposed project on 21st Street SW.
11. Approve Seventh Amendment to Surface Lease between United States Steel Corporation (US Steel) and Itasca County, and authorize necessary signatures.
12. Adopt the Resolution Re: Seeking special legislation to sell that part of Lot 2, Section 27, Township 145, Range 26, which is a cemetery located within the Leech Lake Reservation, directly to the Leech Lake Band of Ojibwe.
13. Adopt the Resolution Re: Seeking special legislation to sell a tax-forfeited parcel to a private landowner, which would allow sale of the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26, West of the Fourth Principle Meridian, containing approximately 0.20 acres, known as parcel #38-004-2803.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of February 12, 2021, in the amount of \$650,755.46.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

3. Employee Expense Report Approval

Motion To: Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSTAIN:	Ben DeNucci

4. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. Unorganized Township Gravel Surfacing Project

Maintenance Engineer Kory Johnson provided information regarding the upcoming Unorganized Township Gravel Surfacing Project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Eminent Domain on CSAH 52

Motion To: Authorize utilization of eminent domain as set forth in MN Statute 117 to acquire Right-of-Way on parcel 53-002-3400 for the CSAH 52 reconstruction project.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the legislative efforts being undertaken surrounding the Local Option Sales Tax option for the New Jail/Facilities Project and interest to resume Legislative Updates between legislative delegation and Itasca County.

Commissioner Ives provided comment regarding his attendance at the recent Itasca Economic Development Corporation (IEDC) Annual Report.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:01 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1344

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Matt Wegwerth, Brett Skyles

AGENDA ITEM:

Lease Agreement with USS Solar

BOARD ACTION REQUESTED:

Approve a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

BACKGROUND:

The City of Grand Rapids and the Grand Rapids Public Utilities Commission have been working with US Solar on a solar garden project at the Grand Rapids/Itasca County Airport. The site has been graded and a developers agreement has been reached between all parties. A lease and solar easement are now required for the project to move forward.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. US Solar - Grand Rapids - Option to Lease - CLEAN

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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01/26/2021

RESULT:	PULLED FROM THE AGENDA
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02/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/23/2021 2:30 PM
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OPTION TO LEASE, LEASE AND SOLAR EASEMENT

This Option to Lease, Lease and Solar Easement (this “Agreement”) by and between the City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4 (collectively, “Lessor”), and USS Itasca Clean Energy LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”) is entered into and effective on January ___, 2021 (the “Effective Date”). Capitalized terms used but not defined herein shall have the meanings given to such terms in Exhibit E.

RECITALS

1. Lessor is the owner of real property located in Itasca County, Minnesota that is legally described in Exhibit A (the “Lessor Property”). Lessor uses the Lessor Property for agricultural purposes.

2. Lessee is engaged in the business of developing, constructing, owning and operating solar energy conversion facilities for the production of electricity.

3. Lessee desires an option to, and upon the exercise of such option in accordance with the terms hereof shall, lease and obtain certain easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

4. Lessor desires to grant such option to, and upon Lessee’s exercise of such option shall, lease and grant such easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and other consideration set forth below, the adequacy and receipt of which is acknowledged, Lessor and Lessee agree as follows:

ARTICLE I OPTION TO LEASE

Section 1.1. Grant and Exercise of Option. Lessor hereby grants to Lessee an exclusive option (the “Option”) to lease Lessor’s real property legally described and depicted on Exhibit A (the “Lease Premises”). Lessee may exercise the Option in its sole discretion by delivering written notice to Lessor at any time prior to the last day of the Option Period (as defined below). If Lessee exercises the Option, then the term of the Lease (as defined in Article II below) shall commence on the date such notice is given, or such other date within the Option Period as Lessee may specify in such notice (the “Lease Effective Date”). For purposes of this Agreement, “Option Period” means the period beginning on the Effective Date and ending on the earliest to occur of:

- (a) the first (1st) anniversary of the Effective Date; provided, however, that if Lessee requires additional time to complete Due Diligence Activities (as defined below), Lessee shall have the option to extend this period by such additional period of time as Lessee may reasonably require to complete such Due Diligence Activities, but not to exceed an additional 2 years;
- (b) the termination of this Agreement under Section 5.1; and
- (c) the Lease Effective Date.

As consideration for the Option, Lessee shall pay to Lessor the applicable amounts set forth in Section 4.1.

Section 1.2. Access to the Lease Premises During Option Period. During the Option Period, Lessee shall have the right to access the Lease Premises for the purpose of (i) monitoring, testing and assessing the Lease Premises for use as a solar photovoltaic energy generation site; (ii) conducting such tests, analysis or feasibility studies as Lessee deems advisable, including measurement of sunlight or solar energy potential and other meteorological data; (iii) conducting environmental and suitability assessments of the Lease Premises, including soil borings, wetlands assessments and environmental impact and wildlife analyses; (iv) conducting development, siting and design activities and analysis of the Lease Premises, including creating a conceptual design and layout for a potential solar photovoltaic energy generation facility; (v) commencing the permitting and application process related to such facility; and (vi) conducting such other tests, analysis or studies as may be required by permitting agencies or as Lessee deems advisable (collectively, the “Due Diligence Activities”). The costs for all such activities shall be the responsibility of Lessee. Lessee’s right to conduct Due Diligence Activities on the Lease Premises during the Option Period shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights.

ARTICLE II LEASE

Section 2.1. Lease. If Lessee exercises the Option set forth in Section 1.1 during the Option Period, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Lease Premises (the “Lease”). As consideration for the Lease, Lessee shall pay to Lessor the amounts set forth in Section 4.1. For avoidance of doubt, if Lessee exercises the Option set forth in Section 1.1, the Lease shall automatically become effective on the Lease Effective Date without any further action by either party.

Section 2.2. Lease Term. The term of the Lease shall commence upon the Lease Effective Date and continue until 11:59 pm on the twenty-fifth (25th) anniversary of the Commercial Operation Date (the “Initial Term”), unless terminated earlier or extended in accordance with the following sentence. Lessee shall have the option, exercisable in its sole discretion, to extend the Initial Term of the Lease for three additional five year periods (each, an “Additional Term” and together with the Initial Term, the “Lease

Term”), the first commencing immediately on the day that the Initial Term would otherwise expire, the second commencing immediately on the day that the first Additional Term would otherwise expire, and the third commencing immediately on the day that the second Additional Term would otherwise expire. Lessee may exercise its extension rights by delivering to Lessor written notice of such extensions no less than 180 days prior to the scheduled expiration of the Initial Term or the then-current Additional Term, as applicable.

Section 2.3. Use of Lease Premises. During the Lease Term, the Lessee may use the Lease Premises for Solar Energy Purposes. For purposes of this Agreement, “Solar Energy Purposes” means converting solar energy into electrical energy, collecting, storing, and transmitting the electrical energy so converted, and all related activities, including, without limitation, conducting Due Diligence Activities, developing, constructing, installing, operating, maintaining, repairing, and replacing photovoltaic electric energy generating equipment, supporting structures and ballasts, inverters, electrical transformers, fixtures, electric distribution lines, communication lines, metering equipment, perimeter fencing, interconnection facilities and related facilities and equipment (collectively, the “Facility”) and commercial beekeeping on the Lease Premises. Lessee’s right to use the Lease Premises for Solar Energy Purposes during the Lease Term shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights. As part of this exclusivity, Lessor agrees to take all reasonable steps to insure that any irrigation device under the control of Lessor or Lessor’s tenants (with the exception of Lessee) not spray, dampen, or shower any portion of the Facility, including the Facility’s perimeter fencing. Said reasonable steps shall include, but are not limited to, configuring, programming, manually adjusting, or interrupting the path of said irrigation device as necessary to comply with this provision.

Section 2.4. Location of Facility; Right to Relocate. Upon completion of design and layout of the Facility, Lessee shall identify specifically that portion of the Lease Premises that will be occupied by the Facility and related facilities, as well as the Access Premises and Distribution Premises, if any, and the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the final Facility design. Notwithstanding the foregoing, Lessee reserves the right to relocate or reconfigure the Facility upon the Lease Premises during the term of this Agreement. Lessee agrees to cooperate with Lessor to locate the Facility on the Lease Premises in a manner that minimizes interference with agricultural or business operations of Lessor or Lessor’s other tenants, to the extent consistent with Lessee’s planned use of the Lease Premises. Upon any such relocation, the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the relocated Facility design.

Section 2.5. Non-Facility Improvements. Any improvements, fixtures or structures that are not a part of the Facility shall not be installed without the express written consent of Lessor.

Section 2.6. Release. Lessee may elect at any time during the Lease Term, at its sole discretion, to release any portion of the Lease Premises from the scope of the Lease Premises by executing and delivering to Lessor an amendment to this Agreement, quit claim deed or similar instrument in recordable form affecting the partial release. Except for any amendments to the description of the Lease Premises made pursuant to Section 2.4 above, any such partial release shall not diminish or otherwise modify the Rent due Lessor without the express agreement of Lessor and an appropriate amendment to this Agreement. The provisions of this Section 2.6 do not provide Lessor with any right to receive Rent if Lessee exercises its right to terminate this Agreement pursuant to Section 5.1.

ARTICLE III EASEMENTS

Section 3.1. Easements. Commencing on the Effective Date, Lessor hereby grants to Lessee, through the last day of this Agreement, the easements and licenses described in Sections 3.2 through 3.7.

Section 3.2. Solar Easement. Lessor hereby grants to Lessee an exclusive easement to use, convert, maintain and capture all sunlight which naturally arrives at the Lease Premises, as well as an exclusive easement prohibiting any obstruction to the free flow of sunlight to the Lease Premises throughout the entire area of the Lessor Property described on Exhibit B (the "Easement Premises"). The easements granted in this Section 3.2 shall be referred to as the "Solar Easement" and shall be located horizontally three hundred and sixty degrees (360°) from any point where any photovoltaic generating facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. With the exception of trees, structures or improvements that were on the Easement Premises on the Effective Date, Lessor may not place, plant or allow any trees, activities, structures or improvements on the Easement Premises or on any adjacent or nearby property of Lessor or any Lessor affiliate after the date of this Agreement which may, in Lessee's sole judgment, impede, diminish or interfere with the receipt of sunlight at any Solar Site, unless Lessor has received advance written approval from Lessee for installation of any such trees, activities, structure or improvement. In the event Lessor places, plants or allows trees, structures or improvements on the Easement Premises that violate the provisions of this Section 3.2, Lessee may notify Lessor and request removal of the applicable tree, structure or improvement, or modification thereof to comply with this Section 3.2. Lessor shall remove or modify such trees, structures or improvements within thirty (30) days of such notice. If Lessor fails to remove or modify the tree, structure or improvement as

requested, Lessee shall be entitled to cause the removal or modification necessary to eliminate the interference with any Solar Site and to then deduct the cost of such work from any payment (including Rent) due from Lessee to Lessor under this Agreement.

Section 3.3. Placement of Facilities. Lessee shall have an exclusive easement to place Facilities on the Lease Premises.

Section 3.4. Easement for Solar Effects. Lessor grants to Lessee an easement and license for each Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, shadows, shadow and light flickering, glare, reflection and other effects attributable to each Facility or operations located on the Lease Premises or on adjacent properties on and across the Lessor Property, and Lessor waives and releases any claims or causes of action arising from or related to the occurrence of any such events.

Section 3.5. Easement for Ingress and Egress. Lessee shall be entitled to ingress and egress to and from the Lease Premises, the Facility and appurtenant equipment and electrical power lines over the Lease Premises and Lessor Property and such additional areas of the Lessor Property as shall be reasonably necessary to access a public roadway or alley. In addition Lessor grants Lessee an access easement ("Access Easement") through the Lessor Property for purposes of Lessee's access to the Facility on the Lease Premises (the "Access Premises"). Lessee may construct, use and/or maintain a road within the Access Premises at Lessee's expense.

Section 3.6. Easement for Distribution Lines. Lessor grants to Lessee an easement on and through that portion of the Lessor Property to be defined pursuant to Section 2.4 (the "Distribution Premises") for the purpose of installing, operating and maintaining an electric distribution line and related communication lines between the Facility and electrical facilities owned by Grand Rapids Public Utilities ("Utility").

Section 3.7. Cooperation Regarding Utility Easements. Lessor acknowledges that the Facility must be interconnected to the network or grid of Utility, and that such interconnection may require Lessor to grant separate easements to Utility for access, transmission, facilities, or the like. Lessor agrees to negotiate in good faith, and to cooperate with, Lessee and Utility for the purpose of effecting the interconnection.

ARTICLE IV RENT AND TAXES

Section 4.1. Rent.

(a) If Lessee elects not to exercise the Option, Lessee shall pay Lessor \$1,000.00 as consideration for its rights under this Agreement during the Option Period. Any payment due pursuant to this Section 4.1(a) shall be due and payable on the last day of the Option Period.

(b) If Lessee elects to exercise the Option, Lessee shall pay Lessor the following amounts (collectively, the "Rent"):

(i) On the Lease Effective Date, Lessee shall pay Rent of \$1,000.00; For the period of time between the Construction Date and the Commercial Operation Date (the "Construction Period"); Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D; and

(ii) From and after the Commercial Operation Date, Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D.

The "Construction Date" shall be the date on which construction of the Facility commences, as declared by the Lessee in a written notice to the Lessor. The "Commercial Operation Date" shall be the first day of the first full month after the Facility commences commercial production and sale of electricity on the Lease Premises.

(c) Lessor and Lessee acknowledge and agree that the Commercial Operation Date is expected to occur not later than three years after the Lease Effective Date (the last day of such period, as the same may be extended due to Force Majeure or by mutual agreement of the parties, is referred to herein as the "Commercial Operation Date Deadline"). If the Commercial Operation Date does not occur on or prior to the Commercial Operation Date Deadline, then:

(i) Lessee may commence paying Rent as if the Commercial Operation Date had occurred, in which case the Commercial Operation Date Deadline shall be deemed to be the Commercial Operation Date and this Agreement shall remain in full force and effect; or

(ii) Lessee may elect not to commence paying Rent as if the Commercial Operation Date had occurred, in which case either Lessee or Lessor may, if the Commercial Operation Date does not occur within ninety days following the Commercial Operation Date Deadline, elect to terminate the Lease by delivering written notice to the other to such effect, in which case neither Lessee nor Lessor shall have any further obligations under this Agreement and Lessee shall have no further obligation to pay Rent to Lessor.

Lessee shall use commercially reasonable efforts to have the Commercial Operation Date occur on or before Commercial Operation Date Deadline.

Section 4.2. Taxes, Assessments and Utilities.

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Lessor Property, including the Lease Premises, Easement Premises, Access Premises and Distribution Premises, and all personal property taxes and assessments levied against any of the Lessor Improvements. Subject to Section 4.2 (c), if Lessor fails to pay any such taxes or assessments when due, Lessee may, at its option, pay those

taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any payment (including Rent) due from Lessee to Lessor under this Agreement.

(b) Lessee shall pay all personal property, production and other taxes and assessments levied against the Facility or its energy production when due, including any equipment within the Access Premises or Distribution Premises. If the Lessor Property or Lease Premises experiences any increase in the amount of real property taxes assessed against it as a result of the installation of the Facility on the Lease Premises, including any reclassification of the Lessor Property or Lease Premises pursuant to applicable law, Lessee shall pay or reimburse Lessor an amount equal to the increase caused by the Facility no later than ten (10) days prior to the date on which the applicable real estate taxes are due to be paid by Lessor, provided that not less than thirty (30) days prior to such due date Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Lessor Property or Lease Premises and any related information demonstrating the increase was caused by the Facility and the amount of the increase.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

Section 4.3. Crop Damages.

(a) Should the Lessor incur crop damages as a result of construction activities that begin prior to harvest for the year in which the Construction Date occurs, Lessee shall pay Lessor damages for crops that are planted on the Lease Premises and lost or destroyed due to Lessor's construction activities ("Damages"). Such Damages will be calculated as follows:

$$\text{Unit Price} \times \text{Unit Yield Per Acre} \times \text{Acres Damaged} = \text{Damages}$$

"Unit Price" is the price for crops of the type that are lost, based on the current Chicago Mercantile Exchange. The "Unit Yield" is the average of the previous three (3) seasons' unit yields according to Lessor's records for the smallest parcel of land that includes the damaged area. If Lessor does not have yield records available, the parties will use the Farm Service Agency records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If the parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial third party such as a crop insurance adjuster or extension agent. Payment shall

be made within sixty (60) days after determining extent of damage. Lessee shall not be required to pay more than a single year's crop loss.

(b) On and after the Construction Date, Lessee shall not be obligated to pay Lessor or its tenants for any loss of income, rent, business opportunities, crops, profits or other losses arising from Lessor's inability to grow crops or otherwise use that portion of the Lease Premises, Access Premises or Distribution Premises physically occupied by Lessee and the Facility, consideration for which is included in Rent.

(c) The parties anticipate and acknowledge that Lessor or its tenants may suffer damage to crops or improvements on the Lessor Property during Lessee's construction, installation and maintenance of the Facility on the Lease Premises and Distribution Premises. Lessee shall pay Lessor fair compensation for any such losses or damage caused by Lessee's activities, and, if the parties cannot reach agreement as to an amount which would constitute fair compensation, the issue shall be submitted to arbitration before a qualified appraiser or any other arbitrator mutually agreed to by the parties. To the extent Lessee pays Lessor compensation for losses or similar damages suffered by a tenant of Lessor, Lessor shall pay the tenant the applicable compensation and Lessor agrees to indemnify and hold Lessee harmless from any failure by Lessor to advance or remit such compensation to its tenant.

ARTICLE V TERMINATION; DEFAULT

Section 5.1. Termination. This Agreement shall terminate upon the first to occur of the following:

(a) On the last day of the Option Period if Lessee's fails to exercise the Option by the end of the Option Period;

(b) Upon the expiration of the Lease Term, as the same may be extended pursuant to Section 2.2;

(c) Upon the written agreement of the parties to terminate this Agreement;

(d) Upon an uncured Event of Default by a party and the written election of the non-defaulting party to terminate this Agreement pursuant to Section 5.2;

(e) Upon Lessee's notice to terminate pursuant to Section 10.1; or

(f) Upon written notice to terminate by Lessee or Lessor pursuant to Section 4.1(c)(ii).

Section 5.2. Events of Default.

(a) Each of the following shall constitute an event of default (“Event of Default”) that shall permit the non-defaulting party to terminate this Agreement or pursue other remedies available at law or equity:

(i) any failure by Lessee to pay Rent if the failure to pay continues for thirty (30) days after written notice from Lessor;

(ii) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

(b) For all claims, causes of action and damages, the parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by this Agreement. Neither the enumeration of Events of Default in Section 5.2 nor the termination of this Agreement by a non-defaulting Party shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Agreement.

Section 5.3. Effect of Termination.

(a) Upon the termination or expiration of this Agreement, whether as to the entire Lease Premises or only as to part, Lessee shall remove the Facility located on the portion of the Lease Premises that is terminated or expired within twelve months from the date of such expiration or termination. During such period, Lessee shall be required to pay the amounts set forth in Section 4.

(b) The duty to remove the Facility under Section 5.3(a) shall include the duty to (a) remove from the Lease Premises (or applicable portion thereof) all above surface grade equipment relating to the Facility and other personal property owned, located, installed or constructed by or on behalf of Lessee thereon, (b) remove (from the Lease Premises or applicable portion thereof) all foundations and other fixtures of Lessee, (c) cover up all pit holes, trenches and other borings and excavations made by or on behalf of Lessee on the Lease Premises (or applicable portion thereof), and (d) leave the surface of the Lease Premises (or applicable portion thereof) free from debris arising from the foregoing or from the operations or activities of Lessee. Reclamation shall include, as reasonably required, repair or replacement of damaged drainage tile, leveling, terracing, mulching and other reasonably necessary measures to prevent soil erosion.

(c) Lessor shall provide Lessee with reasonable access to the Lease Premises during the performance of such removal and other work by Lessee for a period of twelve (12) months following the termination or expiration of this Agreement.

(d) If Lessee fails to remove all applicable parts of the Facility within twelve (12) months following the termination or expiration of this Agreement, or such longer period as Lessor may provide by extension, that portion of Facility shall be considered abandoned by Lessee and Lessor may remove that portion of the Facility from the Lease Premises and dispose of it in its sole discretion without notice or liability to Lessee. In the event Lessee fails to remove any of the Facility as required, Lessor may do so, in which case Lessee shall, within thirty days after receipt of an invoice from Lessor, reimburse Lessor for reasonable and documented costs of removal and restoration incurred by Lessor, net of any amounts reasonably recoverable by Lessor with respect to the salvage value of any such equipment.

Section 5.4. Surrender. Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender possession of the Lease Premises.

Section 5.5. Specific Performance. Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach. As a result, Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessor agrees that Lessee has no adequate remedy at law.

Section 5.6. No Consequential Damages. Notwithstanding anything to the contrary in this Agreement, except as specifically set forth in Section 7.6(b) and Section 8.1, neither Lessee nor Lessor shall be entitled to, and each expressly waives, any and all rights to recover consequential, incidental, punitive, indirect or exemplary damages, including, but not limited to, loss of use, loss of revenues, loss of profit, interest charges, or cost of capital, however arising, whether in contract, tort, equity or otherwise, with respect to any claim, action or damages arising from or in connection with this Agreement. Lessee's members, subscribers and Lenders shall have no personal liability or responsibility to Lessor for any damages incurred by Lessor pursuant to this Agreement, and Lessee shall be exclusively responsible to Lessor for any such damages, subject to the provisions of this Agreement.

Section 5.7. Survival of Covenants. The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee including, but not limited to, the easement described in Article III and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger set of facilities serving several solar energy facilities with which the Facility will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Facility, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Facility or related solar projects or facilities remain operational.

ARTICLE VI LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 6.1. Liens. Except as expressly provided in this Agreement, Lessee shall keep the Lease Premises and Lessor Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or the Facility on the Lease Premises in connection with Lessee's use of the Lease Premises. Lessee may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of the creation of any such lien or encumbrance.

Section 6.2. Permits and Laws.

(a) Lessee and its subcontractors, agents and designees shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority ("Requirements of Law"), with respect to Lessee's activities pursuant to this Agreement, including Environmental Law, and shall obtain all material permits, licenses and authorizations required thereunder to conduct any and all such activities.

(b) Lessee shall design, construct, install and operate the Facility and any related equipment in all material respects in accordance with Prudent Electric Industry Practice, all Requirements of Law, any local electrical code, and the requirements of Utility.

Section 6.3. Lessee's Improvements.

(a) The Facility and related equipment constructed, installed or placed on the Lease Premises and within the Distribution Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor agrees that it shall have no ownership or other interest in the Facility and related equipment owned by Lessee on the Lease Premises or within the Distribution Premises. The Facility is and shall remain personalty of the Lessee, notwithstanding any present or future common ownership of the Facility and the Lease Premises, and irrespective of whether any of the Facility is deemed to be a fixture or otherwise part of the Lessor Property or any improvements on the Lessor Property, and Lessor acknowledges that the Facility is and shall remain personal property of Lessee irrespective of the manner of its attachment or connection to the Lessor Property. Lessor acknowledges that Lessee's lenders ("Lenders") may request a first priority security interest in the Facility as collateral for financing of the Facility, and Lessor consents to the grant by Lessee of such a security interest, and the filing of instruments necessary to perfect such a security interest under the Uniform Commercial Code in the Facility as personal property of the Lessee.

(b) Throughout the Lease Term, Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair, ordinary wear and tear excepted. Any portion of the Facility constructed, installed or placed on the Lease Premises by Lessee pursuant to this Agreement may be replaced, repaired or refurbished by Lessee at any time.

(c) Lessee shall use reasonable care in the installation and construction of the Facility so as to avoid damage to the Lessor Improvements and Lease Premises and risk of injury to Lessor's employees, customers, tenants, guests and invitees. Lessee shall secure its equipment, interests and supplies during construction, and remove any construction debris on a regular basis.

Section 6.4. Hazardous Wastes. Lessee shall not use, store, dispose of or release on the Lease Premises or Lessor Property or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessee's activities, any Hazardous Substances, except in such quantities as may be required connection with: (i) the construction, operation and/or maintenance of the Facility; and (ii) Lessor's in normal business operations, and, in each case, only in compliance with Environmental Laws.

Section 6.5. Insurance.

(a) Lessee shall obtain and maintain in force the following policies of insurance covering the Facility and Lessee's activities on the Lease Premises and Lessor Property at all times during the Lease Term: comprehensive general liability insurance with coverage for property damage and for bodily injury or death to any person on a per occurrence basis, and such other insurance and liability limits as is required by Minnesota State law. Such insurance coverage for the Facility, Lease Premises, Access Premises and Distribution Premises may be provided as part of a blanket policy that covers other facilities or properties as well. Any such policies shall name Lessor as an additional insured and shall provide for thirty (30) days prior written notice to Lessor of any cancellation or material change.

(b) Lessor shall procure and maintain comprehensive general liability insurance with respect to the Lessor Property and any improvements thereon, and its related activities with coverage for property damage and for bodily injury or death to any person on a per occurrence basis; and such other coverage and liability limits as required by Minnesota State law, and shall name Lessee as an additional insured.

(c) Each party shall provide copies of certificates of insurance reflecting the required policies and coverage upon request by the other party.

Section 6.6. Notice of Access. Without limiting or reducing the rights of access granted to Lessee pursuant to this Agreement, to the extent Lessee's access to the Facility can only be accomplished by entry to, on, through or over the Lessor Property and outside the Access Easement, Lessee agrees to give Lessor reasonable notice

before any entry in, through or over the applicable Lessor Property by Lessee or its agents, employees and contractors. Notwithstanding this provision, Lessee shall be permitted to enter the Lease Premises at all times in case of an Emergency related to the Facility without prior notice, and Lessee shall notify Lessor as soon as practicable after any such entry.

Section 6.7. Relationship with Utility. Lessee shall be solely responsible for the negotiation and performance of any agreement with Utility or any other purchaser of the electricity generated by the Facility, and any sale agreements by which Environmental Attributes are conveyed. Lessor agrees to cooperate with Lessee in this respect by providing information in its possession, custody or control upon reasonable request.

Section 6.8. Utilities. Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Facility or Lessee on the Lease Premises.

Section 6.9. Interconnection of Electrical Facilities. If the Facility is constructed, Lessee shall interconnect the Facility Utility's electrical system at the location and in the manner described in Exhibit C ("Interconnection Point") unless otherwise required by Utility. Lessor agrees to permit Lessee to interconnect the Facility with Utility on the Lessor Property, if applicable, and to deliver electricity to Utility at the Utility Interconnection Point. As between Lessor and Lessee, Lessee shall be responsible for all costs of procuring, installing, maintaining and operating any equipment or facilities necessary to interconnect the Facility at the Utility Interconnection Point. Lessee shall design, install, operate and maintain all interconnection facilities and equipment, meters and other electrical equipment so as to minimize or prevent any adverse effect on Lessor, Lessor Improvements or Lessor's operations and activities on the Lessor Property.

ARTICLE VII LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 7.1. Title and Authority. Lessor is the sole owner of the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. There are no encumbrances or liens against the Lease Premises except as listed on Exhibit F. There are no leases or agreements, including crop farmer leases, affecting the Lease Premises, except as set forth on Exhibit F. Lessor agrees to deliver any documents necessary to correct any title defects which would, if not corrected,

adversely affect Lessee's rights hereunder or its ability to obtain and maintain financing of the Facility.

Section 7.2. Quiet Enjoyment. Lessor covenants that Lessee shall have the right of quiet use and enjoyment of the Lease Premises, Access Premises and Distribution Premises for the Lease Term in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Lease Premises, Access Premises and Distribution Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with the receipt of sunlight over the Easement Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Facility, except as otherwise permitted pursuant to this Agreement.

Section 7.3. Hazardous Materials. Lessor shall not use, store, dispose of or release on the Lease Premises or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessor's operations, any Hazardous Substance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that as of the date of this Agreement, to the best of Lessor's knowledge, there are no Hazardous Substances on, in or under the Lease Premises, Lessor Property, or any improvements thereon, in violation of Environmental Laws.

Section 7.4. Cooperation. Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Lease Premises, Access Premises, and Distribution Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Agreement. Lessor shall also cooperate with Lessee to obtain and maintain any approvals, authorization and permits needed in connection with the analysis, development, construction, maintenance, and operation of the Facility. Lessor shall also provide Lessee with such further assurances and shall execute any estoppels certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its Lenders.

Section 7.5. Environmental Attributes, Energy and Capacity; Tax Incentives.

(a) Lessor acknowledges that Lessee retains all rights to any Environmental Attributes arising from the Facility and the electricity and capacity produced by the Facility irrespective of whether Lessor consumes or uses any of the electricity generated by the Facility and that Lessor has no title or right to any such Environmental Attributes related

to, arising from or associated with the Facility or any electrical capacity or energy created by the Facility.

(b) For the avoidance of doubt, Lessee's Environmental Attributes include all rights to report, market and otherwise receive credit for the creation of electricity using the Facility. Lessor agrees not to publicize, report, market or otherwise take credit for the creation or use of the Environmental Attributes or electricity from the Facility in any manner which would interfere with the Lessee's rights to such Environmental Attributes or diminish the value of Lessee's Environmental Attributes. Lessee shall have the right to sell any or all such Environmental Attributes to another person in its sole discretion. Lessor and Lessee shall cooperate to identify appropriate public statements which Lessor may use regarding the Facility that will not interfere with Lessee's Environmental Attributes.

(c) Any grant, rebate, incentive payment, tax credit or any other cash or tax benefit arising from or associated with the installation or ownership of the Facility or the production of energy and capacity by the Facility, shall inure to the exclusive benefit of Lessee, including, but not limited to, any production tax credit or investment tax credit pursuant to 26 U.S.C. Sections 45 and 48 or any other U.S. federal tax credits based on energy investment or similar state tax law provisions. Lessor shall cooperate with Lessee in any applications for such benefits or credits to the extent Lessor's participation is necessary for eligibility, and if any such program or benefit requires the Lessor to be the recipient, Lessor agrees to assign or reimburse any such amounts received to Lessee.

Section 7.6. Drain Tile Work.

(a) If during the Lease Term, Lessor needs to perform maintenance work to Lessor's drain tiles on the Lessor Property or repair or replace the drain tiles on the Lessor Property ("Drain Tile Work"), Lessee agrees to cooperate and work with Lessor to achieve said Drain Tile Work. Lessee agrees to provide commercially reasonable assistance to Lessor and its agents, including providing one or more electrical engineers or other appropriately qualified personnel, as reasonably determined by Lessee, who can de-energize or disassemble portions of the Facility as identified by Lessor or its agents to allow access for inspection and maintenance. Lessor agrees to pay an hourly rate of \$100 for each man-hour in which the engineers or other personnel provided by Lessee are required to be available (as billed in minimum increments of four hours), but such hourly rate will be multiplied by 1.5 for any man-hour outside of normal business hours (Monday through Friday 8:00 A.M. through 6:00 P.M.).

(b) Lessor agrees to provide at least ten (10) days' notice to Lessee of its intention to perform said Drain Tile Work if it will require the relocation of any portion of the Facility. If a temporary relocation of any portion of the Facility is required to accommodate the Drain Tile Work, Lessor agrees to exercise commercially reasonable efforts to identify a technically feasible alternative location for the relocation portion of Facility which will not impede the Drain Tile Work. All Drain Tile Work by Lessor shall be

completed in commercially reasonable manner and with the goal of minimizing the disruption to Lessee's operations and the Facility. Notwithstanding the foregoing, Lessor shall be liable to Lessee for any costs or damages as a result of such relocation including, but not limited to, loss of business income or opportunity. Lessee shall move the effected Facility back to its original location after the Drain Tile Work is completed unless the parties agree to utilize the relocated area permanently. The cost of relocating the Facility to accommodate Drain Tile Work shall be paid by Lessor.

ARTICLE VIII INDEMNIFICATION

Section 8.1. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, fines, penalties, expenses and liabilities for physical damage to property and for death or physical injury to any person, including, without limitation, reasonable attorneys' fees and consequential damages ("Damages"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Lessor Property or Lease Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Agreement by the Indemnifying Party. Nothing in this Section shall relieve Lessor or Lessee of any liability to the other for any breach of this Agreement. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Parties but the Indemnifying Party's liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligence or intentional acts, errors or omissions caused the Damages. Notwithstanding the foregoing, Lessor shall be solely responsible for and shall indemnify, defend and hold harmless Lessee and its officers, directors employees, representatives, mortgagees and agents from and against any and all Damages (including any costs of environmental investigation and/or remediation) resulting from any violation of Environmental Law or the use, presence or release of Hazardous Substances at, on, under or from the Lessor Property or Premises (i) occurring prior to the date of this Agreement, or (ii) by any person, operation or activity other than the operations and activities of Lessee, including the migration of Hazardous Substances onto the Lessor Property or Premises from any off-site source. Neither Party shall be indemnified for its Damages resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy. This indemnification provision shall survive the expiration or termination of this Agreement.

ARTICLE IX ASSIGNMENT; ENCUMBRANCE OF LEASE PREMISES

Section 9.1. Right to Encumber.

(a) Lessee may at any time mortgage, pledge or encumber all or any part of its interest in the Lease Premises and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Lease Premises or rights under this Agreement to any Lender without the consent of Lessor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly. Lessee shall notify Lessor of the identity and notice address for any Lender, but failure to do so will not be a default under this Agreement.

(b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender. Lessor agrees to cooperate with any lender and agrees to consider and negotiate in good faith any modifications to this Agreement which may be requested by any Lender; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by Lessee or the Lenders, Lessor agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Lenders.

(c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent or cure a default under this Agreement and any forfeiture of any of Lessee's rights under this Agreement as if done by Lessee itself.

(d) During the time all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least thirty (30) days to cure the default to prevent termination of this Agreement. If such default cannot reasonably be cured within such thirty (30) day period, or if within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement or enforce another remedy available to Lender with respect to Lessee in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a sufficient period of time as may be necessary for the Lender, with the exercise of due diligence, to foreclose, acquire Lessee's interest under this Agreement or otherwise enforce its remedies with respect to Lessee, and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose, acquire Lessee's interest or otherwise enforce its remedies with respect to Lessee shall be extended to the extent Lender is prohibited by an order or injunction issued by a court

or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition. In no event, however, shall any Lender be required to cure any default that is not reasonably susceptible of being cured or performed by such Lender, and any such defaults shall be deemed waived.

(e) The acquisition of all or any part of Lessee's interests in this Agreement by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(f) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Lease Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of this Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease, Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 9.2. Assignment. Lessee may assign, sublease, transfer or convey its interests in this Agreement to an affiliate or subsidiary of Lessee which will own, lease or otherwise control the Facility, or an entity through which succeeds to all or substantially all Lessee's assets, without Lessor's consent. Lessee may also assign, sublease, transfer or convey its interests in this Agreement to a third party without Lessor's consent, provided that (i) any such assignment or conveyance shall not be for a period beyond the Term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under this Agreement to the assignee or transferee and the assignee or transferee expressly agrees in writing to perform the Lessee's obligations, covenants and conditions. Any permitted assignee or transferee of Lessee's rights or interests under this Agreement shall be entitled to receive Lessor's performance of Lessor's obligations under this

Agreement and Lessor shall accept the assignee or transferee as the Lessee under this Agreement in all respects.

Section 9.3. Continuing Nature of Obligations; Memorandum.

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross, representing interests personal to and for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights granted in this Agreement and, as between the Lease Premises and other tracts of property, no tract is considered dominant or servient as to the other.

(b) The burdens of the easements and all other rights granted to Lessee in this Agreement shall run with and against the Lease Premises and the Easement Premises and shall be a charge and burden on the Lease Premises and the Easement Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease Premises, including the easements and all other rights granted to Lessee in this Agreement, shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees. Lessor acknowledges that it may not sell, transfer, lease, assign, mortgage, or otherwise encumber the Facility or Lessee's interest in and all other rights granted to Lessee in this Agreement and related easements, and any sale or conveyance of the Lessor Property or Lessor Improvements shall be subject to the leasehold and easement interests of Lessee in this Agreement.

(c) Lessor and Lessee shall execute, and Lessee shall have the right to record, a short form, recordable memorandum of this Agreement in a form provided by Lessee. Lessor hereby consents to the recordation of such memorandum, which will reflect basic terms of this Agreement, including, but not limited to, the solar easement as is required under Minnesota Statutes Section 500.30. Upon the expiration or termination of this Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such expiration or termination to Lessee.

ARTICLE X CONDEMNATION; FORCE MAJEURE

Section 10.1. Condemnation. If eminent domain proceedings are commenced against all or any portion of the Lease Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of the Facility on the Lease Premises or related facilities, the parties shall either amend this Agreement to reflect any necessary relocation of the Facility which will preserve the value and benefit of the Lease Premises to Lessee,

together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither party shall have any further obligations.

Section 10.2. Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any Facility or the loss of any of the Facility or the loss of use of the Lease Premises pursuant to this Agreement. Lessee shall have the right to participate in any condemnation proceedings to protect its Facility and its rights and interests under this Agreement.

Section 10.3. Force Majeure. Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided, and includes, but is not limited to, fire, earthquake, flood, hurricane, tornado, war, epidemics, riot or civil strife, strikes or labor disputes, or the action by any governmental authority to prohibit the performance of the applicable obligation for reasons not attributable to the affected party. The affected party shall notify the other party of the occurrence of the Force Majeure and its effect on performance of this Agreement and shall take all reasonable efforts to remove or overcome the effects of the Force Majeure preventing performance of its obligations under this Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.1. Notice. Notices, consents or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, or U.S. certified mail postage prepaid and shall be sent to the respective parties as follows:

To Lessor: City of Grand Rapids
Attn: City Administrator
420 No. Pokegama Ave.
Grand Rapids, MN 55744

Itasca County
Attn: County Administrator
123 NE 4th St.,
Grand Rapids, MN 55744

To Lessee: USS Itasca Clean Energy LLC

100 North 6th Street, Suite 218C
Minneapolis, MN 55403
Attention: Real Estate Notices

Notice shall be deemed delivered upon receipt or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party.

Section 11.2. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Agreement. Except for the rights of Lenders set forth above and the successors and assigns of Lessee and Lessor, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 11.3. Entire Agreement.

(a) It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

(b) If, at any time during the term of this Agreement, Lessee deems it to be necessary or desirable to meet legal, regulatory or other requirements, Lessee may request that Lessor re-execute a new agreement substantially in the form of this Agreement with the same rents and with a term equal to the term of this Agreement remaining as of the date of execution of the new agreement, and Lessor shall execute and enter into the new agreement with Lessee or its designee.

Section 11.4. Governing Law; Legal Matters.

(a) This Agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota. This instrument is exempt from Minnesota deed tax. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in a state court located in Minnesota.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED

TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 11.5. Cooperation. Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective parties.

Section 11.6. Waiver. Neither party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 11.7. Relationship of Parties. The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 11.8. Confidentiality. Both Lessor and Lessee hereby acknowledge and agree that this Agreement shall be subject to MGDPA, pursuant to Minnesota statutes Chapter 13. Both parties agree that they are subject to the duties, rights, liabilities and remedies set forth in Minnesota Statutes Chapter 13. Both parties recognize the importance of confidentiality, but agree that compliance with MGDPA cannot be waived and the requirements of the MGDPA shall control in the event of any conflicting requirement in this Agreement.

(a) The parties acknowledge that during the course of the performance of their respective obligations under this Agreement, either party may need to provide information to the other party that the disclosing party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential shall be treated confidential by the receiving party and shall not be disclosed to any other person without the prior consent of the disclosing party. Information shall not be considered confidential to the extent it is (i) already in the public domain through no act or omission of the receiving party; or (ii) was known to the receiving party at the time of the disclosure without a breach of this Agreement or any other confidentiality provision by the receiving party.

(b) Subject to the exceptions set forth in Section 11.8(a), Lessor shall keep confidential, whether marked as such or not, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site design, any solar resource data with respect to the Lease Premises or otherwise obtained from Lessee, any information about any Utility contract to which Lessee is a party, the results of any studies conducted as to the feasibility of the Facility, and any information about the performance of the Facility, including, in this respect, but not limited to, any information about possible issues with such performance. Lessor may disclose such information to its attorneys, accountants and personal financial advisors solely for use in connection with their representation and work for the Lessor; a bona fide prospective purchaser of the Lessor Property or Lessor Improvements who agrees to execute a confidentiality agreement acceptable in form and substance to Lessee; or pursuant to an order of a governmental authority with jurisdiction after having given Lessee notice of such order and the opportunity to oppose or seek a stay of the order.

Section 11.9. Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force. The parties will, however, use their best efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

Section 11.10. Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 11.11. Multiple Land Owners. The following shall apply in the event that Lessor is comprised of two or more persons or entities at any time during the term of this Agreement. Any obligation under this Agreement for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 11.1 at the address for such party given in Section 11.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties then comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Lease Premises or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Agreement and to provide all notices to Lessor under this Agreement directly to the party named in Section 11.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves and agrees to resolve any dispute they might have between themselves, and shall not join Lessee in any such dispute.

Section 11.12. Burdens Run With and Against the Land. The burdens of the easements and related rights granted to Lessee in this Agreement shall run with and against the Lease Premises during the term of this Agreement and shall be a charge and burden on the Lease Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and project lessees.

[Signature Pages Follow]

LESSOR

As to Parcel No. 1:

City of Grand Rapids, a Minnesota municipal corporation

By: _____
 Name: _____
 Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

 Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
 United States Solar Corporation
 100 N 6th St., Suite 410B
 Minneapolis, MN 55403
 612.260.2230

LESSOR

As to Parcel No. 2:

City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 2:
County of Itasca, Minnesota
 as 50% tenant in common

By: _____
 Name: _____
 Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

 Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
 United States Solar Corporation
 100 N 6th St., Suite 410B
 Minneapolis, MN 55403
 612.260.2230

LESSOR

As to Parcel No. 3:

Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 4:

Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A

Description of Premises, Lessor Property, and Access Premises

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township

Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises

Up to 15 acres of the four tracts comprising the Lessor Property as described above.

3. Access Premises and Distribution Premises

An Access Premises will be provided directly from an existing public road to the Lease Premises.

A Distribution Premises will be provided from the Lease Premises to the Interconnection Point.

EXHIBIT B

Description of Easement Premises

1. Easement Premises.

Up to 20 acres of the four tract in Itasca County, Minnesota.

EXHIBIT C

Interconnection Point

Interconnection of the Facility with Utility will be at the distribution pole located on one side of the Lessor Property, unless otherwise required by Utility.

EXHIBIT D

Rent

1. On the Lease Effective Date, Lessee shall pay Lessor \$1,000, as provided in Section 4.1(b).
2. During the Construction Period, Lessee shall pay Lessor Rent in an amount equal to \$250 per acre within the Lease Premises annually (paid quarterly, in advance), with the acreage determined after any adjustments to the size of the Lease Premises pursuant to Section 2.4.
3. From and after the Commercial Operation Date, Rent shall be equal to \$14,550 per year for the Lease Premises annually (paid quarterly in advance), subject to a 1% escalation per year on the anniversary of the Commercial Operation Date.

All amounts shall be prorated as applicable.

EXHIBIT E

Additional Defined Terms

The terms defined below, when capitalized and used in the Agreement, shall have the meanings given to them in this Exhibit E.

1. Emergency: Any condition or situation that, in the judgment of Lessor, Lessee or Utility (i) creates a risk of injury to any person or of material damage to property, including the Lessor Improvements or Facility; or (ii) adversely affects the ability of Utility to provide to Lessor, or Lessor to receive, safe and reliable electrical service at the Lessor Property.
2. Environmental Attributes: All attributes of an environmental or other nature that are created or otherwise arise from the Facility, generation of electricity using sunlight as a source of energy, either in its own right or in contrast to the generation of electricity using nuclear or fossil fuels or resources, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a “green” or “renewable” energy resource, including any and all environmental air quality credits, emissions reductions, allowances, offsets or other benefits related to the use of solar energy at the Lessor Property in a manner which reduces, displaces or offsets emissions resulting from fuel combustion pursuant to any existing or future international, federal, regional, state or local legislation, regulation, agreement or voluntary agreement, and the aggregate amount of credits, offsets or other benefits related to any environmental or renewable energy credit trading program, information system or tracking system associated with the energy generated from the Facility, and any credits, allowances, offsets, or emission or pollution reductions for substances such as mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter, or other contaminants or air, water or soil under federal, state, regional or local law or any international regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol and similar or successor programs, treaties, agreements, laws and regulations.
3. Environmental Law: All applicable federal, state and local laws, including statutes, regulations, rulings, orders, and legally binding governmental restrictions and requirements, relating to the production, handling, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources, each as amended from time to time, including, but not limited to (i) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (ii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et. seq.; (iv) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; (vi) Occupational Safety and Health Act of 1970; (vii) the Emergency Planning and

Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and (viii) any other similar applicable federal, state or local law.

4. Hazardous Substance: (A) Any substance that is listed, defined, designated, classified or regulated under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste, including petroleum, petroleum products, polychlorinated biphenyls, pesticides and asbestos.

5. Lessor Improvements: The structures, facilities, fixtures, fences, tiling systems and other tangible property owned or controlled by Lessor and located on the Lessor Property.

6. Prudent Electric Industry Practice: Those methods and that equipment, as changed from time to time, that are commonly used and accepted in electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability and efficiency, including, but not limited to, the requirements of the National Electric Safety Code, the National Electrical Code, Utility, and any Requirement of Law.

EXHIBIT F

Liens or Encumbrance

Leases Affecting the Lease Premises

_____(Top 3 inches Reserved for Recording Data)_____

MEMORANDUM OF LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF OPTION TO LEASE, LEASE AND SOLAR EASEMENT (this “**Memorandum**”), dated as of January __, 2021 (the “**Effective Date**”), is made by and between, City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4, (collectively, “**Lessor**”) and **USS ITASCA CLEAN ENERGY LLC**, a Delaware limited liability company, whose address is 100 N 6th St., Suite 410B, Minneapolis, MN 55403 (“**Lessee**”).

A. Lessor is the owner of real property located in Itasca County, Minnesota, that is legally described in Exhibit A (the “**Lessor Property**”).

B. Lessor and Lessee have entered into that certain Option to Lease, Lease and Solar Easement (the “**Lease**”), having an effective date of January __, 2021, whereby Lessor leases to Lessee and Lessee leases from Lessor a portion of the Lessor Property (the “**Premises**”) for the purposes of the Facility (as defined below).

C. Lessor and Lessee wish to give record notice of the existence of the Lease.

NOW THEREFORE, in consideration sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PURPOSE OF LEASE. THE LEASE IS SOLELY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION AND RELATED PURPOSES, AND THROUGHOUT THE TERM OF THE LEASE, LESSEE SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO USE THE LESSOR PROPERTY FOR SUCH

PURPOSES. FOR PURPOSES OF THE LEASE, PHOTOVOLTAIC ENERGY GENERATION PURPOSES MEANS: (I) MONITORING, TESTING AND ASSESSING THE LESSOR PROPERTY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION, AND (II) DEVELOPING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING PHOTOVOLTAIC ELECTRIC ENERGY GENERATING EQUIPMENT, SUPPORTING STRUCTURES AND BALLASTS, INVERTERS, ELECTRICAL STORAGE AND TRANSFORMERS, FIXTURES, ELECTRIC DISTRIBUTION LINES, COMMUNICATION LINES, METERING EQUIPMENT, PERIMETER FENCING, INTERCONNECTION FACILITIES AND RELATED FACILITIES AND EQUIPMENT (COLLECTIVELY, THE "FACILITY") ON THE LESSOR PROPERTY. ANY IMPROVEMENTS, FIXTURES OR STRUCTURES THAT ARE NOT A PART OF THE FACILITY SHALL NOT BE INSTALLED ON THE LESSOR PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR.

COMMERCIAL OPERATION DATE; TERM; RENEWAL TERMS. THE TERM OF THE LEASE ("TERM") SHALL COMMENCE UPON THE EFFECTIVE DATE AND CONTINUE UNTIL 11:59 PM ON THE TWENTY-FIFTH (25TH) ANNIVERSARY OF THE COMMERCIAL OPERATION DATE. THE "COMMERCIAL OPERATION DATE" SHALL BE THE FIRST DAY OF THE FIRST FULL MONTH AFTER THE FACILITY COMMENCES COMMERCIAL PRODUCTION AND SALE OF ELECTRICITY ON THE LESSOR PROPERTY UNDER ANY CONTRACT OR AGREEMENT OR OTHER ARRANGEMENT PURSUANT TO WHICH LESSEE SELLS THE ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES (AS DEFINED IN THE LEASE) TO ANY PURCHASER THEREOF. THE PERIOD OF TIME BETWEEN THE EFFECTIVE DATE AND THE COMMERCIAL OPERATION DATE IS NOT EXPECTED TO EXCEED THREE (3) YEARS. IF THE COMMERCIAL OPERATION DATE DOES NOT OCCUR WITHIN THREE YEARS OF THE EFFECTIVE DATE OF THE LEASE, EXCEPT AS SUCH PERIOD MAY BE EXTENDED DUE TO FORCE MAJEURE OR BY AGREEMENT OF THE PARTIES, THEN, LESSEE MAY ELECT TO PAY THE RENT AMOUNT THAT WOULD OTHERWISE BE DUE FOLLOWING THE COMMERCIAL OPERATION DATE (IN WHICH CASE THE DATE OF SUCH PAYMENT SHALL BE DEEMED TO BE THE COMMERCIAL OPERATION DATE), AND IF LESSEE DOES NOT ELECT TO DO SO (OR IF THE COMMERCIAL OPERATION DATE DOES NOT OTHERWISE OCCUR) WITHIN NINETY (90) DAYS FOLLOWING THE EXPIRATION OF SUCH THREE-YEAR PERIOD (AS MAY BE EXTENDED AS PROVIDED IN THE LEASE), THEN EITHER LESSEE OR LESSOR MAY ELECT TO TERMINATE THE LEASE BY DELIVERING WRITTEN NOTICE TO THE OTHER TO SUCH EFFECT, IN WHICH CASE NEITHER LESSEE NOR LESSOR SHALL HAVE ANY FURTHER OBLIGATIONS UNDER THIS LEASE AND LESSEE SHALL HAVE NO FURTHER OBLIGATION TO PAY RENT TO LESSOR. LESSEE SHALL USE COMMERCIALY REASONABLE EFFORTS TO HAVE THE COMMERCIAL OPERATION DATE OCCUR ON OR BEFORE DECEMBER 31, 2019; PROVIDED, HOWEVER, THAT IF LESSEE IN ITS SOLE DISCRETION DETERMINES AT ANY TIME PRIOR TO THE CONSTRUCTION DATE (AS DEFINED IN THE LEASE) THAT THE LESSOR PROPERTY IS UNSUITABLE FOR THE FACILITY OR THAT A REQUIRED APPROVAL HAS NOT BEEN RECEIVED OR IS NOT LIKELY TO BE RECEIVED IN A TIMELY FASHION, LESSEE MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. LESSEE HAS OPTIONS TO EXTEND THE INITIAL TERM OF THE LEASE FOR THREE ADDITIONAL FIVE (5) YEAR TERMS COMMENCING IMMEDIATELY ON THE DAY THAT THE TERM WOULD OTHERWISE EXPIRE.

SOLAR EASEMENT. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, AN EXCLUSIVE SOLAR EASEMENT TO USE ALL SUNLIGHT WHICH NATURALLY ARRIVES AT THE PREMISES, INCLUDING AN EXCLUSIVE EASEMENT PROHIBITING ANY OBSTRUCTION TO THE FREE FLOW OF SUNLIGHT TO THE PREMISES THROUGHOUT THE ENTIRE AREA OF THE LESSOR

PROPERTY DESCRIBED ON EXHIBIT B OF THE LEASE (THE "EASEMENT PREMISES"), WHICH SHALL CONSIST HORIZONTALLY THREE HUNDRED AND SIXTY DEGREES (360°) FROM ANY POINT WHERE ANY PHOTOVOLTAIC GENERATING FACILITY IS OR MAY BE LOCATED AT ANY TIME FROM TIME TO TIME (EACH SUCH LOCATION REFERRED TO AS A "SOLAR SITE") AND FOR A DISTANCE FROM EACH SOLAR SITE TO THE BOUNDARIES OF THE EASEMENT PREMISES, TOGETHER VERTICALLY THROUGH ALL SPACE LOCATED ABOVE THE SURFACE OF THE EASEMENT PREMISES, THAT IS, ONE HUNDRED EIGHTY DEGREES (180°) OR SUCH GREATER NUMBER OR NUMBERS OF DEGREES AS MAY BE NECESSARY TO EXTEND FROM EACH POINT ON AND ALONG A LINE DRAWN ALONG THE PLANE FROM EACH POINT ALONG THE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES THROUGH EACH SOLAR SITE TO EACH POINT AND ON AND ALONG SUCH LINE TO THE OPPOSITE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES.

OTHER EASEMENTS. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, THE FOLLOWING EASEMENTS OVER, ACROSS AND ON THE LESSOR PROPERTY (A) A NON-EXCLUSIVE ACCESS EASEMENT ("ACCESS EASEMENT") THROUGH THE LESSOR PROPERTY FOR PURPOSES OF LESSEE'S ACCESS TO THE FACILITY ON THE PREMISES ("ACCESS PREMISES"), PURSUANT TO WHICH LESSEE MAY CONSTRUCT, USE AND/OR MAINTAIN A ROAD WITHIN THE ACCESS PREMISES AT LESSEE'S EXPENSE; (B) A NON-EXCLUSIVE EASEMENT ON AND THROUGH THAT PORTION OF THE LESSOR PROPERTY CONSISTING OF THE DISTRIBUTION PREMISES (AS DEFINED IN THE LEASE) FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING AN ELECTRIC DISTRIBUTION LINE AND RELATED COMMUNICATION LINES BETWEEN THE FACILITY AND ELECTRICAL FACILITIES OWNED BY CERTAIN PURCHASERS OF ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES; AND (C) AN EASEMENT AND LICENSE FOR THE FACILITY TO CREATE, CAUSE, INCREASE, ACCENTUATE, OR OTHERWISE CONTRIBUTE TO THE OCCURRENCE OF LIGHT, SHADOWS, SHADOW AND LIGHT FLICKERING, GLARE AND REFLECTION, ON AND ACROSS THE LESSOR PROPERTY. UNDER THE TERMS OF THE LEASE, LESSEE SHALL ALSO BE ENTITLED TO INGRESS AND EGRESS TO AND FROM ITS FACILITY AND APPURTENANT EQUIPMENT AND ELECTRICAL POWER LINES OVER THE PREMISES AND SUCH ADDITIONAL AREAS OF THE LESSOR PROPERTY AS SHALL BE REASONABLY NECESSARY TO ACCESS A PUBLIC ROADWAY OR ALLEY.

OWNERSHIP OF LESSEE'S IMPROVEMENTS; DISCLAIMER OF TITLE TO ENVIRONMENTAL ATTRIBUTES. THE FACILITY AND RELATED EQUIPMENT CONSTRUCTED, INSTALLED OR PLACED ON THE PREMISES AND WITHIN THE DISTRIBUTION PREMISES BY LESSEE PURSUANT TO THE LEASE SHALL BE THE SOLE PROPERTY OF LESSEE, AND LESSOR AGREES THAT IT SHALL HAVE NO OWNERSHIP OR OTHER INTEREST IN THE FACILITY AND RELATED EQUIPMENT OWNED BY LESSEE ON THE PREMISES OR WITHIN THE DISTRIBUTION PREMISES. THE FACILITY IS AND SHALL REMAIN PERSONALTY OF THE LESSEE, NOTWITHSTANDING ANY PRESENT OR FUTURE COMMON OWNERSHIP OF THE FACILITY AND THE PREMISES, AND IRRESPECTIVE OF WHETHER ANY OF THE FACILITY IS DEEMED TO BE A FIXTURE OR OTHERWISE PART OF THE LESSOR PROPERTY OR ANY IMPROVEMENTS ON THE LESSOR PROPERTY, AND LESSOR ACKNOWLEDGES THAT THE FACILITY IS AND SHALL REMAIN PERSONAL PROPERTY OF LESSEE IRRESPECTIVE OF THE MANNER OF ITS ATTACHMENT OR CONNECTION TO THE LESSOR PROPERTY. LESSOR ACKNOWLEDGES THAT LESSEE'S LENDERS MAY REQUEST A FIRST PRIORITY SECURITY INTEREST IN THE FACILITY AS COLLATERAL FOR FINANCING OF THE FACILITY, AND LESSOR CONSENTS TO THE GRANT BY LESSEE OF SUCH A SECURITY INTEREST, AND THE FILING OF INSTRUMENTS NECESSARY TO PERFECT SUCH A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE IN THE FACILITY AS PERSONAL

PROPERTY OF THE LESSEE. LESSOR AGREES THAT ALL ENVIRONMENTAL ATTRIBUTES REMAIN THE PROPERTY OF LESSEE IRRESPECTIVE OF WHETHER LESSOR CONSUMES OR USES ANY OF THE ELECTRICITY GENERATED BY THE FACILITY, AND LESSOR HAS NO TITLE OR RIGHT TO ANY SUCH ENVIRONMENTAL ATTRIBUTES RELATED TO, ARISING FROM OR ASSOCIATED WITH THE FACILITY OR ANY ELECTRICAL CAPACITY OR ENERGY CREATED BY THE FACILITY. ANY GRANT, REBATE, INCENTIVE PAYMENT, TAX CREDIT OR ANY OTHER CREDIT, VALUE, TAX OR OTHER BENEFIT ARISING FROM OR ASSOCIATED WITH THE INSTALLATION OR OWNERSHIP OF THE FACILITY OR THE PRODUCTION OF ENERGY AND CAPACITY BY THE FACILITY, INCLUDING, BUT NOT LIMITED TO, ANY PRODUCTION TAX CREDIT OR INVESTMENT TAX CREDIT PURSUANT TO 26 U.S.C. SECTIONS 45 AND 48 OR SIMILAR STATE TAX LAW PROVISIONS; THE MADE-IN-MINNESOTA REBATES PURSUANT TO MINN. STAT. SECTION 116C.7791 (2013); AND THE REBATES AVAILABLE THROUGH NSP'S "SOLAR REWARDS" PROGRAM SHALL INURE TO THE EXCLUSIVE BENEFIT OF LESSEE.

RIGHT TO ENCUMBER; ASSIGNMENT. LESSEE MAY AT ANY TIME MORTGAGE, PLEDGE OR ENCUMBER ALL OR ANY PART OF ITS INTEREST IN THE LEASE AND RIGHTS UNDER THE LEASE AND/OR ENTER INTO A COLLATERAL ASSIGNMENT OF ALL OR ANY PART OF ITS INTEREST IN THE LEASE OR RIGHTS UNDER THE LEASE TO ANY ENTITY WITHOUT THE CONSENT OF LESSOR. LESSEE MAY ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO AN AFFILIATE OR SUBSIDIARY OF LESSEE WHICH WILL OWN, LEASE OR OTHERWISE CONTROL THE FACILITY, OR AN ENTITY THROUGH WHICH SUCCEEDS TO ALL OR SUBSTANTIALLY ALL LESSEE'S ASSETS, WITHOUT LESSOR'S CONSENT. LESSEE MAY ALSO ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO A THIRD PARTY WITHOUT LESSOR'S CONSENT, SUBJECT TO THE CONDITIONS SET FORTH IN THE LEASE. LESSOR ACKNOWLEDGES THAT IT MAY NOT SELL, TRANSFER, LEASE, ASSIGN, MORTGAGE, OR OTHERWISE ENCUMBER THE FACILITY OR LESSEE'S INTEREST IN THE LEASE AND RELATED EASEMENTS, AND ANY SALE OR CONVEYANCE OF THE LESSOR PROPERTY OR LESSOR IMPROVEMENTS SHALL BE SUBJECT TO THE LEASEHOLD AND EASEMENT INTERESTS OF LESSEE IN THE LEASE.

CONTINUING NATURE OF OBLIGATIONS. THE SOLAR EASEMENT AND RELATED RIGHTS AND EASEMENTS GRANTED BY LESSOR IN THE LEASE TO LESSEE ARE EASEMENTS IN GROSS, REPRESENTING INTERESTS PERSONAL TO AND FOR THE BENEFIT OF LESSEE, ITS SUCCESSORS AND ASSIGNS, AS OWNER OF THE RIGHTS CREATED BY THE EASEMENT. THE EASEMENT AND OTHER RIGHTS GRANTED BY LESSOR IN THE LEASE ARE INDEPENDENT OF ANY LANDS OR ESTATES OR INTEREST IN LANDS, THERE IS NO OTHER REAL PROPERTY BENEFITING FROM THE SOLAR EASEMENT AND RELATED RIGHTS GRANTED IN THE LEASE AND, AS BETWEEN THE PREMISES AND OTHER TRACTS OF PROPERTY, NO TRACT IS CONSIDERED DOMINANT OR SERVIENT AS TO THE OTHER. THE BURDENS OF THE SOLAR EASEMENT AND ALL OTHER RIGHTS GRANTED TO LESSEE IN THE LEASE SHALL RUN WITH AND AGAINST THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE A CHARGE AND BURDEN ON THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE BINDING UPON AND AGAINST LESSOR AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES, LESSEES, EMPLOYEES AND AGENTS. THE LEASE, INCLUDING THE SOLAR EASEMENT, SHALL INURE TO THE BENEFIT OF LESSEE AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES AND LESSEES.

SURVIVAL OF COVENANTS. THE PARTIES ACKNOWLEDGE THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE UNDER THE LEASE, INCLUDING, BUT NOT LIMITED TO, THE EASEMENT DESCRIBED IN SECTION 3 AND 4 HEREOF, AND LESSEE'S USE OF AND BENEFIT FROM THOSE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS, MAY CONSTITUTE A PORTION OF A LARGER SET OF FACILITIES SERVING SEVERAL SOLAR ENERGY FACILITIES WITH WHICH THE FACILITY WILL SHARE STRUCTURAL AND TRANSMISSION COMPONENTS, INGRESS AND EGRESS, UTILITY ACCESS, AND OTHER SUPPORT, ALL OF WHICH ARE SPECIFICALLY DESIGNED TO BE INTERRELATED AND INTEGRATED IN OPERATION AND USE FOR THE FULL LIFE OF THE FACILITY, AND THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE PURSUANT TO THE LEASE SHALL NOT BE DEEMED NOMINAL, INVALID, INOPERATIVE OR OTHERWISE BE DISREGARDED WHILE ANY PORTION OF THE FACILITY OR RELATED SOLAR PROJECTS OR FACILITIES REMAIN OPERATIONAL.

LANDOWNER ACTIVITIES. LESSOR USES THE LESSOR PROPERTY FOR AGRICULTURAL PURPOSES. LESSEE RESERVES THE RIGHT TO RELOCATE OR RECONFIGURE THE FACILITY UPON THE PREMISES DURING THE TERM OF THIS LEASE. LESSEE AGREES TO COOPERATE WITH LESSOR TO LOCATE THE FACILITY ON THE PREMISES IN A MANNER THAT MINIMIZES INTERFERENCE WITH AGRICULTURAL OR BUSINESS OPERATIONS OF LESSOR OR LESSOR'S TENANTS, TO THE EXTENT CONSISTENT WITH LESSEE'S PLANNED USE OF THE PREMISES.

PURPOSE OF THIS MEMORANDUM. THIS MEMORANDUM HAS BEEN EXECUTED, DELIVERED AND RECORDED FOR THE PURPOSE OF GIVING NOTICE OF THE LEASE, EASEMENTS, AND OTHER RIGHTS IN ACCORDANCE WITH THE TERMS, COVENANTS AND CONDITIONS OF THE LEASE. THE TERMS AND CONDITIONS OF THE LEASE ARE INCORPORATED BY REFERENCE INTO THIS MEMORANDUM AS IF SET FORTH FULLY HEREIN AT LENGTH. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THE LEASE AND THIS MEMORANDUM, THE LEASE SHALL CONTROL.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Memorandum as of the day and year first above written.

LESSEE: USS ITASCA CLEAN ENERGY LLC
a Delaware limited liability company

By: _____
Name: Reed Richerson
Title: Vice President

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____ by Reed Richerson, the Vice President of USS Itasca Clean Energy LLC, a Delaware limited liability company, on behalf of the company

Name Printed:

(SEAL)

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 1:
City of Grand Rapids, a Minnesota municipal corporation

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
County of Itasca, Minnesota
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 3:

Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____

Name: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell

United States Solar Corporation

100 N 6th St., Suite 410B

Minneapolis, MN 55403

612.260.2230

LESSOR

As to Parcel No. 4:

Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A TO
MEMORANDUM OF LEASE AND SOLAR EASEMENT

Description of Premises, Lessor Property, and Access Premises

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:
Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three

(33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises

Up to 15 acres of the four tracts comprising the Lessor Property as described above.

3. Access Premises and Distribution Premises

An Access Premises will be provided directly from an existing public road to the Lease Premises.

A Distribution Premises will be provided from the Lease Premises to the Interconnection Point.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1341

DEPARTMENT: Human Resources

PRESENTER: Lynn Hart

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

639 MOU – Corrections Mental Health Professional

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the 639 MOU regarding the Corrections Mental Health Professional.

BACKGROUND:

The Corrections Mental Health Professional is a newly created position that has been added to the 639 bargaining unit. This MOU reflects updated language for the collective bargaining agreement to include this position in the bargaining unit.

This item has been reviewed through the County's Labor Attorney.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 639 MOU - Corrections Mental Health Professional

02/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/23/2021 2:30 PM
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Memorandum of Understanding (MOU)

This MOU is agreed to between Itasca County and Local 639 to enter into an agreement relative to updating the Local 639 collective bargaining agreement (cba) to reflect the addition of the Corrections Mental Health Professional position into the Local 639 bargaining unit.

It is agreed that the following Articles of the Local 639 collective bargaining unit agreement shall be updated as follows:

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for a unit composed of all employees in the Sheriff's Department that are Corrections Deputy, Emergency Communications Specialists, Corrections Sergeant employees, and Corrections Mental Health Professional.

All other sections in article 2 remain the same.

ARTICLE 8. HOURS OF WORK - PREMIUM PAY

Section 1. General

1.4 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications. For purposes of this Article, classifications are defined as follows:

1. Corrections Deputy
2. Emergency Communications Specialist
3. Corrections Sergeant
4. Corrections Mental Health Professional

All other sections and subsections in Article 8 remain the same.

Addendum A – Pay Plan

Addendum A – Pay Plan has been updated to include the pay plan for the Corrections Mental Health Professional – see attachment

All other Articles the Local 639 collective bargaining agreement remain the same.

This agreement is due to the addition of the Corrections Mental Health Professional position to the Local 639 bargaining unit. This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

The effective date of this MOU shall be the date of the last party to approve the MOU.

COUNTY OF Itasca County

By: _____
Burl Ives
County Board Chair

By: _____
Brett Skyles
Administrator

Dated: _____

Local 639

By: _____
Its: _____

By: _____
Its: _____

Dated: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1340

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Deer River Township LRIP Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Deer River Township.

BACKGROUND:

The LRIP has a program called Routes of Regional Significance and Townships can apply for funds to improve local roads. The maximum grant amount is \$1.25 million. The funds can only be used for capital construction costs and townships must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally the Township must agree to cover all costs in excess of the grant amount.

Townships are required to have their local County act as a sponsor and fiscal agent for the project.

Deer River Township is applying for LRIP funds to rehabilitate the Golf Course Road from TH 6 to the end of the road. The road is paved and the bituminous has reached the end of its useful life and needs to be rehabilitated.

The Township has passed a resolution committing to the project and agreeing to cover any costs not covered by the LRIP grant.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Deer River Township Resolution

02/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

RESOLUTION

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Deer River Township has requested that Itasca County Sponsor its application for the rehabilitation of the Golf Course Road from TH 6 to the end of the road; and

WHEREAS, Deer River Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, that the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from Deer River Township for LRIP funding for the rehabilitation of the Golf Course Road.

RESOLUTION #2021-1
GOLF COURSE ROAD IMPROVEMENT PROJECT
(Local Road Improvement Program)

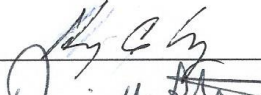
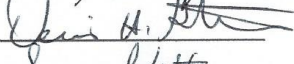
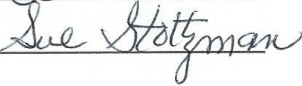
WHEREAS, Deer River Township has applied for up to \$210,196.35 through MNDOT Local Road Improvement Program (LRIP); and

WHEREAS, The Township is being sponsored by Itasca County; and

WHEREAS, The Golf Course road paving is 25 years old, has been crack sealed two times and is deteriorating.

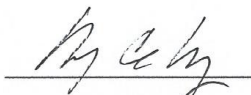
NOW THEREFORE BE IT RESOLVED, Deer River Township commits to funding engineering plans and specifications, and any amounts above an LRIP award; and

NOW THEREFORE BE IT FURTHER RESOLVED, Deer River Township fully supports the application and proposed Golf Course Road project.

	Yes	No
Supervisor <u></u>	<u>X</u>	—
Supervisor <u></u>	<u>X</u>	—
Supervisor <u></u>	<u>X</u>	—

Approved January 21, 2021


Larry Nixon, Clerk


Harry Rasley, Chair



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1313

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Michael H. Benning

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4), LESS M and R Railroad Right of Way, Section Fifteen (15), Township Fifty-seven (57), Range Twenty-seven (27) by Michael H. Benning.

BACKGROUND:

This property forfeited October 31, 2020 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Application for Repurchase
2. Location_Map 11-115-3101

02/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

RESOLUTION

RE: REPURCHASE OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4), LESS M AND R RAILROAD RIGHT OF WAY, SECTION FIFTEEN (15), TOWNSHIP FIFTY-SEVEN (57), RANGE TWENTY-SEVEN (27)

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, Michael H. Benning, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:

Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4), LESS M and R Railroad Right of Way, Section Fifteen (15), Township Fifty-seven (57), Range Twenty-seven (27), and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Michael H. Benning, subject to payment including taxes, penalties and interest of \$976.59; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$1,349.24.

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of **Itasca** County, Minnesota

The undersigned **Michael H. Benning** hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said **Itasca** County, Minnesota, and more particularly described as follows:

**NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4), LESS M AND R
RAILROAD RIGHT OF WAY, SECTION FIFTEEN (15), TOWNSHIP FIFTY-SEVEN (57),
RANGE TWENTY-SEVEN (27)**

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, he was the heirs of the owner.

That said land forfeited to the State on the 31st day of October, 2021

That such taxes became delinquent 2016 and remained delinquent

and unpaid for the subsequent years of 2016, 2017, 2018, 2019, AND 2020

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of One Thousand Three Hundred Forty-nine and 24/100ths Dollars (\$1,349.24) which includes (taxes, penalties & interest \$976.59; plus deed tax \$1.65; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)

That permission to repurchase said land is hereby requested for the reasons stated as follows:

Parent owned parcel + passed away.
Son wants to redeem.

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated 01-27, 2021


Applicant

Applicant

**State of Minnesota, }ss.
County of Itasca**

Michael H. Benning, being duly sworn, deposes and says: that she is the applicant and petitioner in the forgoing petition; that she has read said petition and knows the contents thereof; that the same is true of her own knowledge save as to the matters therein stated on information and belief and as to those matters she believes it to be true.

Subscribed and sworn to before me this

27th day of January, 2021


VALERIE A. BENNING
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

PARCEL #11-115-3101



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



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2021 REPURCHASE
Michael H. Benning



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1314

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Land Department Request for Quit Claim Deed to Clear Title for Warba-Feeley-Sago Fire Department

BOARD ACTION REQUESTED:

Authorize necessary signatures required on the attached Quit Claim Deed from Itasca County to the State of Minnesota, held in Trust for the taxing districts for the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and part of the platted Right of Way adjacent thereto.

BACKGROUND:

On November 17, 2020, the County Board approved the sale of the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and part of the platted Right of Way adjacent thereto to the Warba-Feeley-Sago Fire Department Joint Powers Board. Upon examination of the title for the above described parcel, it was determined there is a cloud in the chain of title. Said property was acquired through a land exchange in 1977. At that time Minnesota Statute 94.344 would require the parcel be conveyed to the State in trust for the taxing districts. However, the parcel was conveyed directly to Itasca County fee ownership. The County Attorney's Office has directed a Quit Claim Deed be conveyed from the County of Itasca to the State in trust for the taxing districts to clear the title.

A Civil Routing Transmittal was submitted on May 26, 2020 and reviewed by Attorney Mike Haig. Mr. Haig has reviewed and rendered an opinion to record a Quit Claim Deed to correct this title issue.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. QCD Cty to Trust

02/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/23/2021 2:30 PM
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(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: _____

DEED TAX DUE: \$ 1.65

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Itasca

(insert name of Grantor)

a political subdivision under the laws of the State of Minnesota ("Grantor"),

hereby conveys and quitclaims to State of Minnesota, in Trust for the taxing districts

(insert name of Grantee)

a sovereign body under the laws of the State of Minnesota ("Grantee"),

real property in Itasca County, Minnesota, legally described as follows:

The West Three Hundred Feet (W. 300') of the North One Hundred Feet (N. 100') of Lot Thirty-one (31), AUDITOR'S SUBDIVISION NUMBER 18 AND the South Half of that part of Bridge Street according to the Plat of THE FIRST ADDITION TO WARBA on file and of record in the Office of the Itasca County Recorder that is bounded on the east by the southwesterly boundary of the existing right of way of U.S. Highway 2 as written in Amended Width Order No. 57873 and on the west by a line connecting the southwesterly corner of Lot 30 and the northwesterly corner of Lot 31, Auditor's Subdivision 18, on file and of *

Check here if all or part of the described real property is Registered (Torrens) ☐

*record in the Office of the Itasca County Recorder.

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Itasca

(name of Grantor)

By: _____
(signature) Burl Ives

Its: Chairperson
(type of authority)

By: _____
(signature) Brett Skyles

Its: Clerk to Board
(type of authority)

State of Minnesota, County of Itasca

This instrument was acknowledged before me on _____, by Burl Ives
(month/day/year) (name of authorized signer)

_____ as Chairperson, Itasca County Board of Commissioners
(type of authority)

and by Brett Skyles
(name of authorized signer)

as Clerk of the County of Itasca
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Cindy Shevich
Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, MN 55744

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

State of Minnesota, in Trust for the Taxing Districts



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1339

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of rebuilding an existing simple phase overhead primary telecommunication lines over and across tax-forfeited trust lands in Section 13, Section 22, Section 23 and Section 34, Township 62, Range 22 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of power lines for electric service to benefit adjacent land owners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Utility Easement 62-22

02/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/23/2021 2:30 PM
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ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 20____, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power of 26039 Bear Ridge Drive, Cohasset, MN 55721, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the ____ day of _____, 2021, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 40 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said easement is granted upon the following described parcels of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

Over and across part of Section 13, Section 22, Section 23 and Section 34 all in Township 62 North, Range 22 West, more particularly described in the attached Exhibits A, B, C and D

DISCLAIMER: Itasca County is relying on ownership information and easement legal descriptions provided by the Grantee. The easement rights conveyed by this document are limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no warranties as to the ownership of the parcels crossed by this easement and assumes no liability for any errors or costs for corrections in that regard.

II.

The Grantee shall comply with the Policy of Itasca County as the same is in effect as of the date of this easement and as hereinafter amended concerning the mapping and documentation of description of easements upon tax-forfeited lands and shall provide a written legal description and maps of the location of the "as built" easement centerline as set forth in the Policy.

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement.

This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

The Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of dangerous trees which may from time to time be removed beyond the limits of this easement.

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

The Grantee shall pay when due all taxes and assessments levied against the easement granted herein or the improvements thereon.

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.

The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

Pursuant to Minnesota Statute Section 282.04, Subd. 4, this easement may be canceled for any substantial breach of the terms hereof or if at any time the Itasca County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after ninety (90) days written notice of its intent to terminate this easement, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

VIII.

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the easement, any below ground equipment, structures, pipes, wires, cables and below ground appurtenances provided that said equipment, structures, pipes, wires, cables and appurtenances are in conformance with all federal, state or other governmental codes, if any, or if no such codes exist are at least three (3') feet below ground. Upon discontinuation of the use of this easement by the Grantee and removal of above ground equipment, structures, poles, wires, pipes and other appurtenances erected above ground, the Grantor shall be entitled to the full use and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

IX.

Upon termination of this easement, the Grantee shall remove all its equipment, structures, poles, wires, pipes and other appurtenances located upon or above the lands described herein within one (1) year or as otherwise extended by the Itasca County Board of Commissioners; if such property is not removed within the aforesaid period of time, time being of the essence, title to all personal property remaining upon the premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the right of way to an environmentally sound condition and charge the Grantee for all expenses incurred.

Grantee shall, upon the removal of its property, restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

X.

No delay by the Grantor in enforcing any of the conditions of this easement shall operate as a waiver of any of its rights.

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, its use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

- A. GRANTEE agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of GRANTEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.
- B. GRANTEE agrees at all times during the term of this Easement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:
 - a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	

Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

Limits

- | | | |
|----|--|-------------|
| b. | Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles | \$1,500,000 |
|----|--|-------------|

- | | | |
|----|---|---------------------|
| c. | Workers' Compensation and Employer's Liability: | Statutory
Limits |
|----|---|---------------------|

If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

Limits

- | | | |
|----|--------------------------|-----------|
| d. | Employer's Liability | |
| | Bodily injury by: | |
| | Accident - Each Accident | \$500,000 |
| | Disease - Policy Limit | \$500,000 |
| | Disease - Each Employee | \$500,000 |

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of GRANTEE to determine the need for and to procure additional coverage that may be needed in connection with this Easement.

GRANTEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

- C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: All states endorsement is required if Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverages above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:	
Combined Bodily Injury and Property Damage:	
Each Occurrence Limit	\$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of GRANTEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

- D. **GRANTEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.
- F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

This easement shall not be assignable except upon written consent of the Grantor except that the execution and delivery by the Grantee of a mortgage and deed of trust, with the indentures supplementary to the same, shall not be deemed to be an assignment of this easement or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this easement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land

Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

The Grantee shall not add lines, pipes or pipelines within this easement description unless the Grantee shall have provided to the Grantor updated facility locations.

Exhibit A

Easement Legal Description:

A 50 foot wide easement for utility purposes over, under and across that part of the Northwest Quarter of the Northwest Quarter, Section 13, Township 62 North, Range 22 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying 25 feet on each side of the following described centerline:

Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 1 degree 07 minutes 29 seconds West, along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 37.00 feet to the point of beginning of the centerline to be described; thence South 89 degrees 45 minutes 21 seconds East, parallel with the north line of said Northwest Quarter of the Northwest Quarter, a distance of 1321.97 feet to the east line of said Northwest Quarter of the Northwest Quarter and said described centerline there terminating. Sidelines of said 50 foot wide easement shall extend to or terminate on the west and east lines of said Northwest Quarter of the Northwest Quarter.

Certificate of Survey

Utility Easement across Itasca County Tax Forfeit land

within the NW1/4-NW1/4, Section 13,
T 62 N, R 22 W, Itasca County, Minnesota

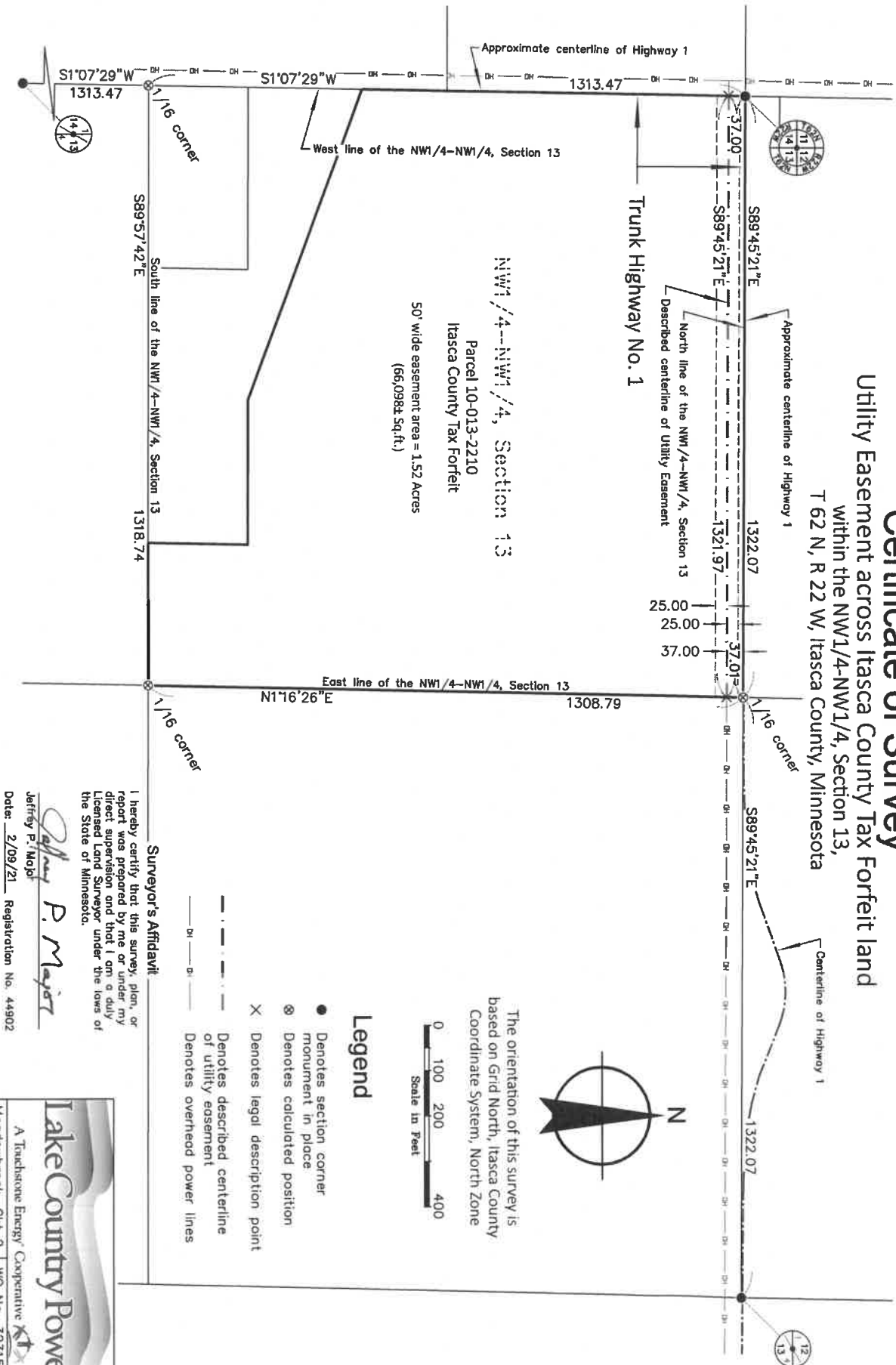


Exhibit B

Easement Legal Description:

A 40 foot wide easement for utility purposes over, under and across that part of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, Section 22, Township 62 North, Range 22 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying 20 feet on each side of the following described centerline: Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter of Section 22 and assuming the east line of the Northeast Quarter of said Section 22 to bear South 0 degrees 57 minutes 31 seconds West; thence South 89 degrees 36 minutes 21 seconds West, along the north line of said Northeast Quarter of the Northeast Quarter, 47.01 feet to the point of beginning of the centerline to be described; thence South 0 degrees 57 minutes 31 seconds West, parallel with the east line of said Northeast Quarter of Section 22, a distance of 255.00 feet; thence South 1 degree 03 minutes 50 seconds East 340.00 feet; thence South 0 degrees 57 minutes 31 seconds West 2055.70 feet to the south line of said Southeast Quarter of the Northeast Quarter and said described centerline there terminating. Sidelines of said 40 foot wide easement shall extend to or terminate on said north line of the Northeast Quarter of the Northeast Quarter and said south line of the Southeast Quarter of the Northeast Quarter of Section 22.

Certificate of Survey

Utility Easement across Itasca County Tax Forfeit land
within the NE1/4-NE1/4 and the SE1/4-NE1/4, Section 22,
T 62 N, R 22 W, Itasca County, Minnesota

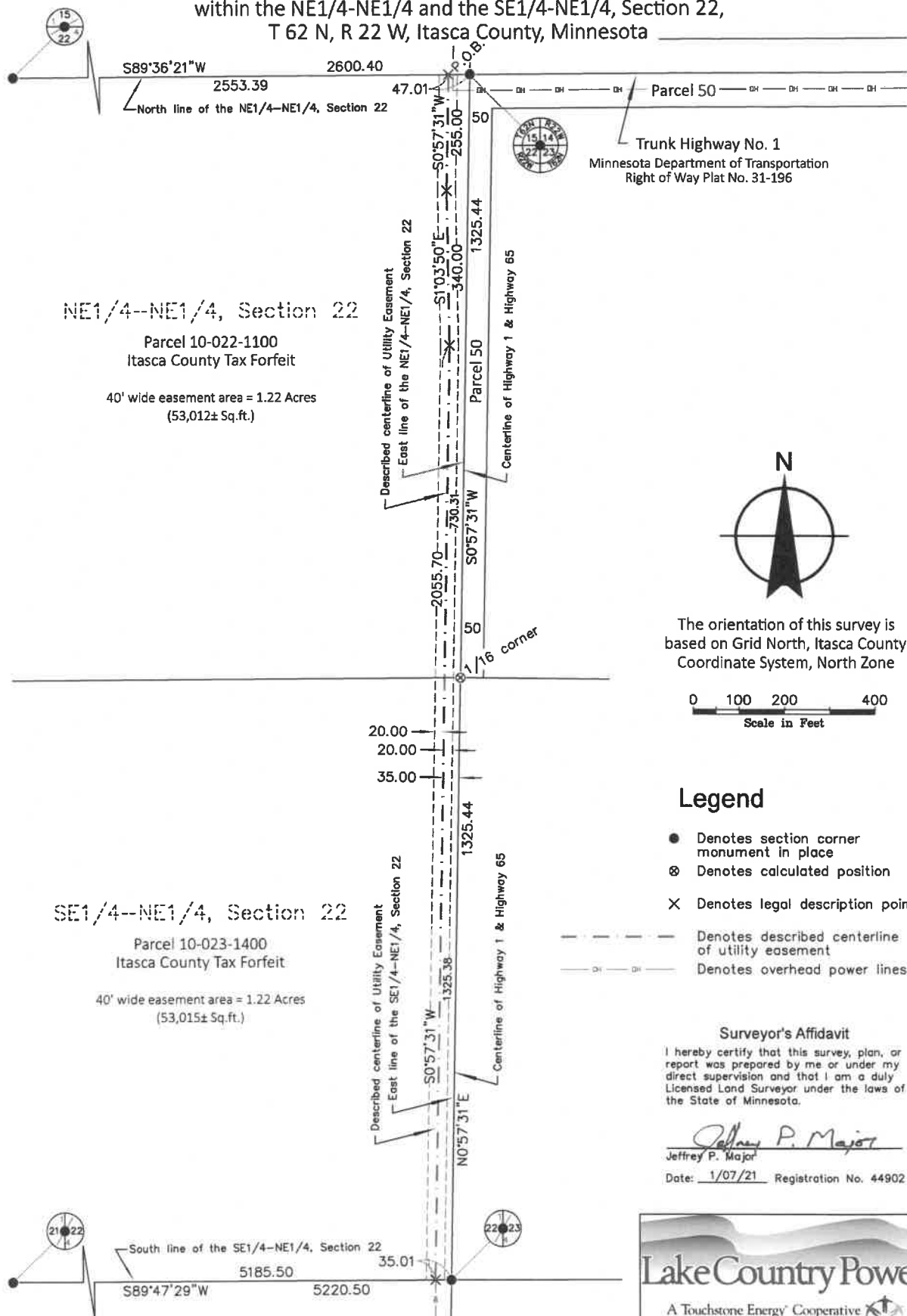


Exhibit C

Easement Legal Description:

A 40 foot wide easement for utility purposes over, under and across that part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) and the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), Section 23, Township 62 North, Range 22 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying 20 feet on each side of the following described centerline:

Commencing at the northwest corner of said NW1/4 NE1/4; thence South 0 degrees 35 minutes 01 seconds West, along the west line of said NW1/4 NE1/4, a distance of 37.00 feet to the point of beginning of the centerline to be described; thence North 89 degrees 43 minutes 31 seconds East, parallel with the north line of the Northeast Quarter of said Section 23, a distance of 2633.65 feet to the east line of said NE1/4 NE1/4; thence return South 89 degrees 43 minutes 31 seconds West 35.01 feet; thence South 1 degree 10 minutes 19 seconds West 30.00 feet; thence return North 1 degree 10 minutes 19 seconds East 67.01 feet to the north line of said NE1/4 NE1/4 and said described centerline there terminating. Sidelines of said 40 foot wide easement shall extend to or terminate on the west line of said NW1/4 NE1/4 and the east and north lines of said NE1/4 NE1/4.

40' wide easement area = 1.23 Acres
(53,753± Sq.ft.)

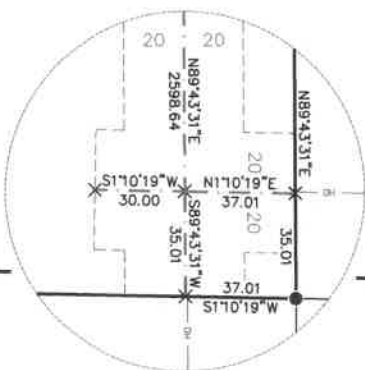


- Denotes found monument
- ⊗ Denotes calculated position
- × Denotes legal description point
- Denotes described centerline of utility easement
- Denotes overhead power lines

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.



 Jeffrey P. Major
 Date: 2/09/21 Registration No. 44902



Detail
1" = 40'

Lake Country Power
A Touchstone Energy Cooperative 
Meadowbrook, Ckt 2 WO No. 32316

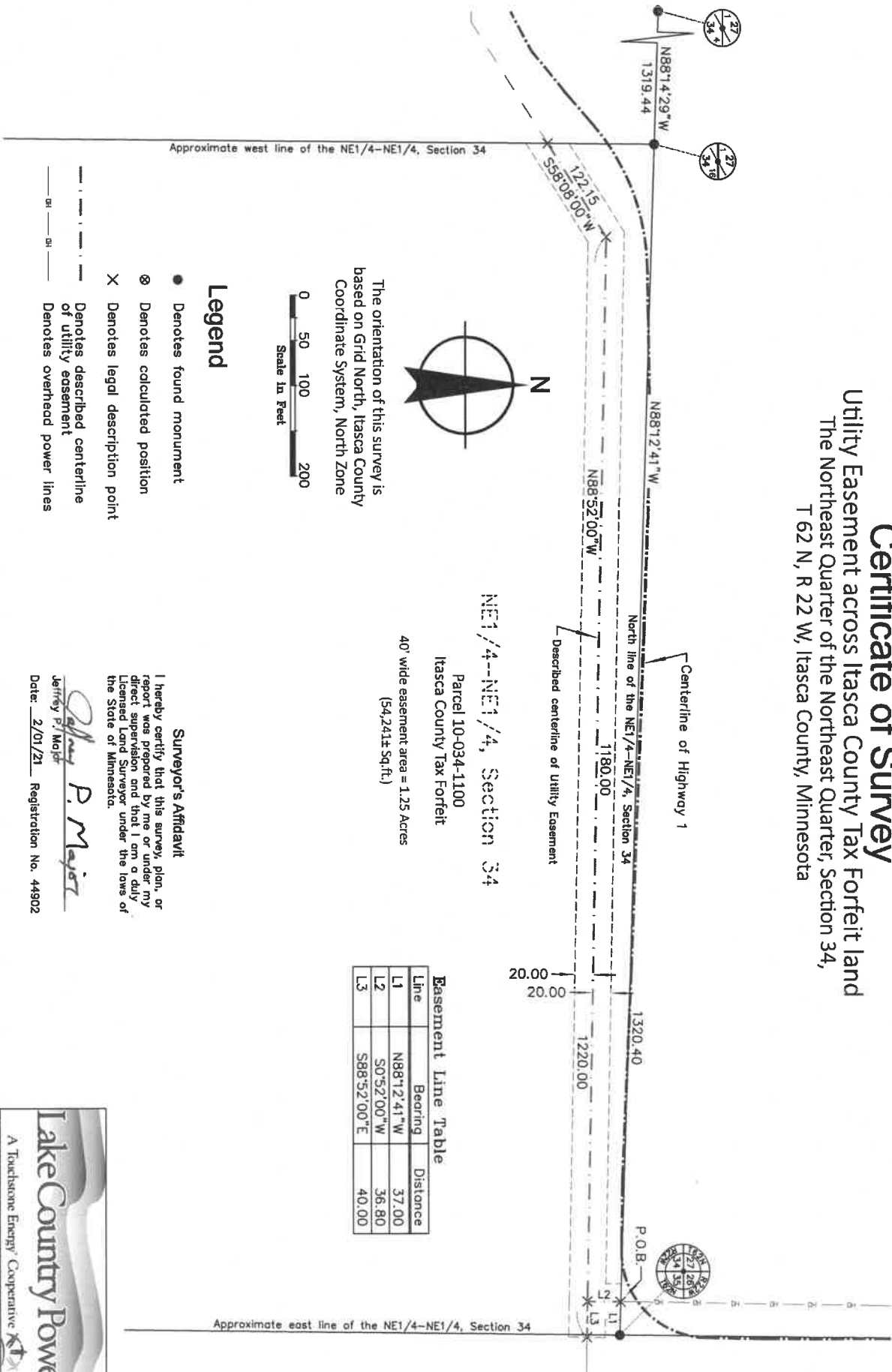
Exhibit D

Easement Legal Description:

A 40 foot wide easement for utility purposes over, under and across that part of the Northeast Quarter of the Northeast Quarter Section 34, Township 62 North, Range 22 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying 20 feet on each side of the following described centerline: Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter; thence North 88 degrees 12 minutes 41 seconds West, assumed bearing along the north line of the Northeast Quarter of the Northeast Quarter, 37.00 feet to the point of beginning of the centerline to be described; thence South 0 degrees 52 minutes 00 seconds West 36.80 feet; thence South 88 degrees 52 minutes 00 seconds East 40.00 feet; thence return North 88 degrees 52 minutes 00 seconds West 1220.00 feet; thence South 58 degrees 08 minutes 00 seconds West 122.15 feet to the west line of said Northeast Quarter of the Northeast Quarter and said centerline there terminating. Sidelines of said 40 foot wide easement shall extend to or terminate on said north and west lines of the Northeast Quarter of the Northeast Quarter, Section 34.

Certificate of Survey

Utility Easement across Itasca County Tax Forfeit land The Northeast Quarter of the Northeast Quarter, Section 34, T 62 N, R 22 W, Itasca County, Minnesota





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1337

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Service Contract for Phase 1 Archaeological Survey

BOARD ACTION REQUESTED:

Approve professional and technical service contract between the State of Minnesota, Duluth Archaeology Center, LLC., and Itasca County to conduct a Phase 1 Archaeological/Cultural Survey for the Balsam Creek Bridge Replacement project and authorize necessary signatures.

BACKGROUND:

In order to be fully approved and entered into contract with the Minnesota DNR for our Federal Recreational Trails Program grant a Cultural Resources Review request needed to be submitted. It was determined by the State that a Phase 1 survey was needed. The percentage to pay for this survey is 20% of the total cost which is \$4872.84. The total payment for this survey will be \$934.00 and will be reimbursed by other obtained grants.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION:

1. MNDOT_DOCS-#12259841-v1-PARTIALLY_SIGNED_CONTRACT

02/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

RESOLUTION

**RE: AUTHORIZING EXECUTION OF PROFESSIONAL AND TECHNICAL SERVICES CONTRACT
BETWEEN ITASCA COUNTY AND THE COMMISSIONER OF TRANSPORTATION, STATE OF
MINNESOTA**

WHEREAS, Itasca County has agreed to act as sponsoring agency for the Balsam Creek Bridge Replacement project identified as Project #0020-20-2A under the Federal Recreational Trail Program grant, and

WHEREAS, Itasca County in collaboration with the Lawron Trail Riders Snowmobile Club, is developing plans for a new bridge, abutments, and approaches to replace the deteriorating bridge across Balsam Creek on the Delbert Brandstrom Snowmobile Trail, utilizing Federal, State, and local grant dollars, and

WHEREAS, Itasca County was awarded Federal and State grants by the MNDNR, and will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreements, and

WHEREAS, the MNDOT Cultural Resources Unit has given notice that Phase 1 archeological survey will be needed for assessment of impacts and completion of environmental documentation for the proposed project, and

WHEREAS, the total contract amount for the Phase 1 archeological survey services is \$4,872.84, and

WHEREAS, the local share of subject contract amount is 20%.

NOW THEREFORE BE IT RESOLVED, that Itasca County does hereby agree to provide the local share of the total contract amount for the Phase 1 archeological survey, currently set at \$934.00 and will be paid for by current State and/or local awarded grants.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners does hereby authorize the County Board Chairman and County Administrator to sign any and all documents with the professional and technical services contract.

**MINNESOTA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

Federal Project Number: STPF 8821(159)
State Project Number (SP): F RTP 0020-20-2A
Trunk Highway Number (TH): N/A
Project Identification: Phase I Archaeological Survey

This contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Itasca County, Address: 123 NE 4th Street, Grand Rapids, MN 55744 ("County"), and Duluth Archaeology Center, LLC, Address: 5910 Fremont Street #1, Duluth, MN 55807 ("Contractor").

Recitals

1. Minnesota Statutes §15.061 authorizes State to engage such assistance as deemed necessary.
2. State is in need of assistance for a Phase I Archaeological Survey of the Balsam Creek Bridge located on the Delbert Brandstrom Snowmobile Trail in Balsam Township, Itasca County, MN.
3. This contract is funded in whole or in part with federal dollars from CFDA #20.205.
4. Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of State.

Contract

1. **Term of Contract; Survival of Terms; Incorporation of Exhibits:**
 - 1.1. **Effective Date:** This contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section §16C.05, subdivision 2. Contractor must not begin work under this contract until this contract is fully executed and Contractor has been notified by State's Authorized Representative to begin the work.
 - 1.2. **Expiration Date:** This contract will expire on June 30, 2021, or the date that all obligations have been fulfilled and all deliverables have been approved by State, whichever occurs first.
 - 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure
 - 1.4. **Exhibits:** Exhibits A through F are attached and incorporated into this contract.
2. **Contractor's Duties**
 - 2.1. Contractor, who is not a state employee, will perform the tasks and provide the deliverables described in Exhibit A.
3. **Time**
 - 3.1. Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence.
4. **Consideration and Payment**
 - 4.1. **Consideration.** State will pay for all services performed by Contractor under this contract as follows:
 - 4.1.1. **Compensation.** Contractor will be paid on a Unit Rate basis as follows:

Labor Rate Costs*:	\$3,938.84
Direct Expense Costs:	\$ 934.00

* Labor Rate includes direct labor, overhead and profit

- 4.1.2. **Overtime.** State will not pay overtime rates for any overtime worked by Contractor or a subcontractor unless State's Authorized Representative has specifically authorized overtime, in writing.
- 4.1.3. **Direct Costs.** Allowable direct costs include project specific costs listed on Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by State's Authorized Representative prior to expenditure.
- 4.1.4. **Budget Details.** See Exhibit B for budget details on Contractor.
- 4.1.5. **Travel Expenses.** Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the state of Minnesota unless it has received prior written approval from State for such out of state travel. The state of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.1.6. **Total Obligation.** State will pay eighty percent of the project costs (up to \$3,898.27). The County will pay twenty percent of the project costs (up to \$974.57). The total obligation for all compensation and reimbursements to Contractor under this contract will not exceed **\$4,872.84**.

4.2. Payment

- 4.2.1. **Invoices.** Contractor must submit invoices electronically for payment, using the format set forth in Exhibit D, on a monthly basis. Contractor will invoice State and the County directly. Invoices will detail the total cost of the project, and also identify the 80% State and 20% County amount due.
- 4.2.2. **Progress Reports.** Contractor must submit a monthly progress report, using the format set forth in Exhibit E showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.
- 4.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Contractor's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Contractor within 10 days of discovering the error. After State receives the corrected invoice, State will pay Contractor within 30 days of receipt of such invoice.
- 4.2.4. **All Invoices Subject to Audit.** All invoices are subject to Audit, at State's discretion.
- 4.2.5. **Invoice Package Submittal.** Contractor must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services Section.
 - i. Each invoice must contain the following information: MnDOT Contract Number, Contractor's invoice number (sequentially numbered), Contractor's billing and remittance address, if different from business address, and Contractor's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
 - ii. Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are

not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.

- iii. Except for Lump Sum contracts, Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:

- a. Direct salary costs of employees' time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
- b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.

4.2.6. **Subcontractors.** If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

4.2.7. **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this contract may be paid until State's agency head has reviewed the final product of this contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this contract.

4.2.8. **Federal Funds.** If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with federal requirements.

5. Conditions of Payment

- 5.1. All services provided by Contractor under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Contractor will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law.

6. Authorized Representatives

- 6.1. State's Authorized Representative. State's Authorized Representative will be:

Name: Debbie Anderson
Address: Minnesota Department of Transportation
395 John Ireland Boulevard, Mail Stop 680
St. Paul, MN 55155
Telephone: 651-315-6313
E-Mail: debbie.k.anderson@state.mn.us

State's Authorized Representative, or his/her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this contract.

- 6.2. State's Project Manager. State's Project Manager will be:

Name: Dylan Eigenberger
Address: Minnesota Department of Transportation
395 John Ireland Boulevard, Mail Stop 620
St. Paul, MN 55155
Telephone: 651-366-3615
E-Mail: dylan.eigenberger@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

6.3. Contractor's Authorized Representative. Contractor's Authorized Representative will be:

Name: Dr. Susan Mulholland
Address: Duluth Archaeology Center, LLC
5910 Fremont Street, #1
Duluth, MN 55807
Telephone: 218-624-5489
E-Mail: archcenter@aol.com

If Contractor's Authorized Representative changes at any time during this contract, Contractor must immediately notify State.

6.4. County's Authorized Representative. County's Authorized Representative will be:

Name: Sara Thompson
Address: Itasca County
1177 LaPrairie Avenue
Grand Rapids, MN 55744
Telephone: 218-327-7393
E-Mail: sara.thompson@co.itasca.mn.us

7. Assignment, Amendments, Waiver, Contract Complete, Electronic Records and Signatures

- 7.1. **Assignment.** Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 7.2. **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 7.3. **Waiver.** If State fails to enforce any provision of this contract, that failure does not waive the provision or State's right to subsequently enforce it.
- 7.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
- 7.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. Indemnification

- 8.1. In the performance of this contract by Contractor, or Contractor's agents or employees, and to the extent permitted by law, Contractor must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Contractor's: 1) intentional, willful, or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Contractor may have for State's failure to fulfill its obligation pursuant to this contract.

9. State Audits

- 9.1. Under Minnesota Statutes §16C.05, subdivision 5, Contractor's books, records, documents and accounting procedures and practices relevant to this contract are subject to examination by State, State's Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the expiration date of this contract.

10. Government Data Practices and Intellectual Property

- 10.1. **Government Data Practices.** Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Contractor or State. If Contractor receives a request to release the data referred to in this Clause, Contractor must immediately notify State and consult with State as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.

10.2. Intellectual Property Rights

- 10.2.1. **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Contract. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Contractor, its employees, agents and subcontractors, either individually or jointly with others in the performance of this contract. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Contractor, its employees, agents or subcontractors, in the performance of this contract. The Documents will be the exclusive property of State, and Contractor upon completion or cancellation of this contract must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Contractor assigns all right, title and interest it may have in the Works and the Documents to State. Contractor must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2. Obligations

- i. **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Contractor, including its employees and subcontractors, in the performance of this contract, Contractor will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.
- ii. **Representation.** Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Contractor nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Contractor's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Contractor's or State's opinion is likely to arise,

Contractor must, at State's discretion, either procure for State the right or license to use the Intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' Compensation

11.1. Contractor certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way State's obligation or responsibility.

12. Publicity and Endorsement

12.1. **Publicity.** Any publicity regarding the subject matter of this contract must identify State as the sponsoring agency and must not be released without prior written approval from State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

12.2. **Endorsement.** Contractor must not claim that State endorses its products or services.

13. Governing Law, Jurisdiction and Venue

13.1. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Data Disclosure

14.1. Under Minnesota Statutes §270C.65, and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Contractor to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Subcontractors

15.1. Subcontracts

15.1.1. If Contractor is authorized by State to use, or uses, any subcontractors, Contractor will be responsible for coordinating and managing the work of such subcontractors. The use of subcontractors does not relieve Contractor from its obligation to perform the services specified in this contract.

15.1.2. Contractor's subcontracts must contain all appropriate terms and conditions of this contract, including Articles 1, 2, 4, 5, 6 and 9 of this contract as they apply to the subcontractor.

15.1.3. Contractor must require subcontractors' invoices to follow the same format and contain the same information as set forth in Article 4.

15.1.4. Contractor must submit a copy of all subcontracts exceeding \$10,000.00 to State's Authorized Representative no later than 30 calendar days after executing the subcontract and prior to beginning work under the subcontract. Upon request by State, a copy of any executed subcontract under \$10,000.00 must be sent to State's Authorized Representative.

15.2. Payment to Subcontractors

15.2.1. (If applicable) As required by Minnesota Statutes §16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contractor's receipt of

payment from State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16. Termination and Suspension

- 16.1. **Termination by State.** State or the Commissioner of Administration may terminate this contract at any time, with or without cause. Upon termination, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 16.2. **Termination for Insufficient Funding.** State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to Contractor. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide Contractor notice of the lack of funding within a reasonable time of State's receiving that notice.
- 16.3. **Suspension.** State may immediately suspend this contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by Contractor during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

17. Affirmative Action Requirements for Contracts in Excess of \$100,000.00 and Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business INTENTIONALLY OMITTED.

18. Insurance Requirements

- 18.1. **Insurance Certificates and Continuity of Coverage Required.** Contractor must not commence work under this contract until Contractor has obtained all of the insurance required below, and State has been provided with a certificate of insurance showing that Contractor has each type of coverage and limits required under this Contract. Contractor must file the certificate with State's Authorized Representative within 30 days after execution of this contract and prior to commencing any work under this contract. Contractor must maintain such insurance in full force and effect throughout the term of this contract.
- 18.2. **Required Insurance.** Contractor must maintain and furnish satisfactory evidence of the following insurance policies:
 - 18.2.1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:
 - \$100,000.00 – Bodily Injury by Disease per employee
 - \$500,000.00 – Bodily Injury by Disease aggregate
 - \$100,000.00 – Bodily Injury by Accident

If Minnesota Statutes §176.401 exempts Contractor from Workers' Compensation insurance requirements or if Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If, during the course of performing this contract, Contractor becomes eligible for Workers' Compensation Insurance, Contractor must comply with the Workers' Compensation Insurance requirements of this section and provide State with a certificate of insurance showing such coverage.

18.2.2. Commercial General Liability Insurance: Contractor must maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor pursuant to this contract. Insurance minimum amounts are as follows:

- \$2,000,000.00 – per occurrence
- \$2,000,000.00 – annual aggregate
- \$2,000,000.00 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

18.2.3. Commercial Automobile Liability Insurance: Contractor is required to maintain insurance protecting Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired and non-owned autos which may arise from operations under this contract and in case any work is subcontracted the Contractor will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum limits are as follows:

- \$2,000,000.00 – per occurrence Combined Single Limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

18.2.4. Professional/Technical, Errors and Omissions and/or Miscellaneous Liability Insurance:

Contractor must maintain insurance providing coverage for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services performed under this contract. Unless otherwise specified within this contract, Contractor is required to carry the following minimum limits:

- \$2,000,000.00 – per claim
- \$2,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of Contractor and may not exceed \$50,000 without the written approval of State. If Contractor desires State's approval to have a higher deductible amount, Contractor must make such request in writing, specifying the amount of the desired deductible and providing financial statements, acceptable to State, to enable State to ascertain Contractor's ability to cover the deductible from its own resources. State will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act. The retroactive or prior acts date of such coverage must not be after the effective date of this contract and Contractor must maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained to fulfill this requirement.

18.2.5. Additional Insurance Conditions:

- i. Contractor's policies will be primary insurance to any other valid and collectible insurance available to State with respect to any claim arising out of Contractor's performance under this contract;

- ii. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the state of Minnesota within five business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to the State of Minnesota.
- iii. Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- iv. If Contractor is self-insured, a Certificate of Self-Insurance must be provided to State;
- v. Contractor's policies must include legal defense fees in addition to its liability policy limits, with the exception of Article 18.2.4 above;
- vi. Contractor must obtain insurance policies from insurance companies having an "AM BEST" rating of "A minus", a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota; and
- vii. An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits to satisfy the full policy limits required by this contract.

18.3. Right to Terminate. State reserves the right to immediately terminate the contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be open to inspection by State and copies of policies must be submitted to State's Authorized Representative upon written request.

19. Discrimination Prohibited by Minnesota Statutes §181.59

19.1. Contractor will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

20. E-Verify Certification (In accordance with Minnesota Statutes §16C.075)

20.1. For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to State upon request.

21. Plain Language; Accessibility Standards

21.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in

Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

21.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, Contractor agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Std State Accessibility tcm38-61585.pdf](https://mn.gov/mnit/assets/Std%20State%20Accessibility%20tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Contractor's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Contractor will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

22. Certification of Nondiscrimination (in accordance with Minnesota Statute §16C.053)

22.1. For services valued in excess of \$50,000, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Contractor's business. For purposes of this section, "discrimination" includes, but is not limited to, engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

23. AASHTOWare Activities

23.1. For contracts that involve the use of AASHTOWare; AASHTOWare activities conducted by Contractor must adhere to the software license agreement(s) that State has executed with the American Association of State Highway and Transportation Officials (AASHTO). The license agreement and any supplemental agreements can be found on State's Consultant Services website, under the AASHTOWare Access Provisions section, at: <http://www.dot.state.mn.us/consult/consultantcorner.html>.

24. Telecommunications Certification

24.1. By signing this contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this contract.

25. Title VI/Non-discrimination Assurances.

25.1. Contractor agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Contractor will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Contractor's compliance with this provision. The Contractor must cooperate with State throughout the review process by supplying all requested information and

documentation to State, making Contractor's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

26. Additional Provisions

- 26.1. Contractor Payment Form Requirement.** Contractors making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, are required to complete Exhibit F, the "Contractor Payment Form", and submit it to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to Contractor to be withheld. Contractor must submit one copy of this form to State's OCR and one to State's Project Manager, no later than 10 days after receiving a payment from State.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

CONTRACTOR

Contractor certifies that the appropriate person(s) have executed the agreement on behalf of Contractor as required by applicable articles, bylaws or resolutions.

Signed: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

Signed: _____

Date: _____

COUNTY

Signed: _____

Title: _____

Date: _____

Source Type Code for this work will be 1071

SCOPE

The objective of this project is to conduct a Phase I Archaeological Survey of the Balsam Creek Bridge located on the Delbert Brandstrom Snowmobile Trail in Balsam Township, Itasca County, MN. The Area of Potential Effects (APE) includes the bridge area and an adjacent proposed ford crossing in T58N R24W section 24; the APE on both banks of Balsam Creek is on state tax-forfeit lands administered by the County Lands Department. The Phase I Archaeological Survey will provide field survey of the APE to Office of State Archaeologist (OSA)/State Historic Preservation Office (SHPO) standards (Anfinson 2011) using pedestrian walkover with shovel testing as appropriate to terrain (water features, topography). The survey will be reported to SHPO standards (Anfinson 2011) and include all activities conducted as well as recommendations on additional investigations, if any.

The Contractor will perform the following tasks:

Task 1: Administration

- 1.1 Conduct accounting and record keeping.
- 1.2 Conduct prefield activities, including literature review of SHPO/OSA files.
- 1.3 Obtain State Archaeology license.

Task 2: Archaeological Field Monitoring

- 2.1 Conduct archaeological survey of the APE using pedestrian walkover with shovel testing as appropriate to terrain and proposed impacts. If evidence of burials is encountered, procedures for notification/consultation will be followed (Anfinson 2008).

Task 3: Laboratory Work and Reporting

- 3.1 Conduct laboratory cleaning/analysis of any recovered artifacts and prepare maps and state site forms.
- 3.2 Prepare a report on the results of the Phase I survey, including site form(s) and all activities, results, and recommendations regarding any further recommended archaeological investigations.

PROJECT SCHEDULE

Contractor will start work after authorization from State by receipt of a fully executed contract. Field survey will require one day, to be conducted in spring 2021 depending on weather and ground conditions (snow depth and ground thaw). Reporting will require 2 weeks if no sites are found and 3-4 weeks if sites are found (to allow for assignment of state site numbers).

Curation

Artifacts recovered from public lands are under the jurisdiction of the respective land managing agency. Artifacts collected from land under State or a subdivision (City, County) jurisdiction need to be curated at the Minnesota Historical Society or another facility recognized by the Office of the State Archaeologist as per the requirements of the State Archaeology license.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Direct Labor Costs (must provide documentation)

Task	Classification	Hours	Hourly Rate	Cost
Administration	Principal Investigator	6	\$65.17	\$391.02
	Account Manager	1	\$47.56	\$47.56
Field Survey	Principal Investigator	12	\$65.17	\$782.04
	Field Technician	12	\$45.22	\$542.64
Lab Analysis/Report Production	Principal Investigator	10	\$65.17	\$651.70
	Computer Supervisor	6	\$45.70	\$274.20
	Lab Technician	6	\$45.22	\$271.32
Curation (if needed)	Principal Investigator	8	\$65.17	\$521.36
	Lab Supervisor	10	\$45.70	\$457.00
Total Direct Labor Costs:				\$3,938.84

Direct Expense Costs (actual costs - must provide documentation)

	Mileage	550	\$0.56	\$308.00
	Supplies			\$25.00
	Report Production			\$25.00
	Postage/Delivery			\$15.00
	Accession Numbers	1	\$75.00	\$75.00
	Storage space	1	\$285.00	\$285.00
	MHS transfer fee			\$115.00
	Parking			\$6.00
	Travel			\$50.00
	Photocopies	300	\$0.10	\$30.00
Total Direct Expense Costs:				\$934.00

TOTAL CONTRACT AMOUNT**\$4,872.84**

**MINNESOTA DEPARTMENT OF TRANSPORTATION
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

INVOICE NO. _____
Estimated Completion: ____%
Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1045769

Billing Period: From _____ to _____

Contract Expiration Date: June 30, 2021

Invoice Date: _____

SP Number: FRTP 0020-20-2A TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$3,938.84			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$934.00			
Net Earning Totals:	\$4,872.84			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
Total**			

State Amount Due: _____

County Amount Due: _____

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: **Duluth Archaeology Center, LLC**

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
 2. Contractor must sign the progress report.
 3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).
- (Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)*

MnDOT Contract No. 1045769

Contract Expiration Date: June 30, 2021

SP Number: FRTP 0020-20-2A

TH Number: N/A

Billing Period: from _____ to _____

From: _____

Task	% of Total Contract	% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date	Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	% of Budget Hours Used
1	2	3	4	5	6	7	8	9	10
Administration	10					7			
Field Survey	34					24			
Lab Analysis / Report Production	31					22			
Curation	25					18			
TOTALS:	100					71			

Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Contractor's Project Manager

Date

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us); State's Project Manager, Consultant Services (at gtinb@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (Indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:	

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime Issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment? (Yes or No):** Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1317

DEPARTMENT: Probation

TIME REQUESTED: < 5 Minutes

PRESENTER: Jason Anderson

AGENDA ITEM:

MN Department of Safety Criminal Justice System COVID-19 Response Grant Application

BOARD ACTION REQUESTED:

Authorize the application for the MN Department of Safety Criminal Justice System COVID-19 Response Grant and authorize the acceptance of the grant, if awarded.

BACKGROUND:

The MN Department of Public Safety is offering grant dollars (federal CARES Act funds) to local units of government in response to the COVID-19 pandemic. Grant dollars can be used to cover Coronavirus prevention, preparation or response expenses related to COVID-19. The Grant request for proposals specifically identifies technology and equipment to facilitate virtual programming and court proceedings as well as other equipment related to COVID-19 response.

It is contemplated that the Itasca County Jail would acquire 3 mobile computer stations that could be used both for remote court appearances and for the delivery of remote programming. Additional mobile computer stations would be placed at various locations (community centers) at rural/tribal communities for similar purposes.

Additionally, hardware to safely mount laptops within the Probation Department's vehicles - along with dedicated WIFI hotspots would be acquired to better support the increased amount of field visits that are facilitated by agents due to the pandemic.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Criminal Justice System COVID-19 Grants

02/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/23/2021 2:30 PM
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GRANT SNAPSHOT

Grant name: Criminal Justice System COVID-19 Response Grants
Grant provider: Minnesota Department of Public Safety
Office of Justice Programs
Proposal deadline: March 8, 2021

Description

The Minnesota Office of Justice Programs is the administering agency for these coronavirus response funds awarded to the Federal Bureau of Justice Assistance (BJA) through the federal CARES Act for these Coronavirus Emergency Supplemental Funding grants (CESF). CESF provides funding to prevent, prepare for, and respond to coronavirus to agencies operating across the criminal justice system. Grants will be awarded on a reimbursement only basis. All expenses must be COVID-19 related, including, but not limited to:

Coronavirus Prevention – Funding to support any of these measures to help prevent the spread of COVID-19:

- Purchasing cleaning supplies
- Purchasing personal protective equipment
- Developing training on preventing or responding to COVID-19, including training and cross training on emergency response roles
- Developing educational programs and materials on pandemic fundamentals, response strategies, and mitigation interventions
- Developing and implementing vaccination training and coordination plans
- Implementation of vaccination activities, including additional staff/nurse time to implement

Coronavirus Preparation – Funding to support proper planning, staffing, and communications that ensure effective operations and maintain the safety of criminal justice employees and correctional populations.

- Develop and conduct crisis response plans for public health emergencies
- Paying for overtime, temporary or contractual staff or consultants' COVID-19 related work hours
- Costs of technologies to support remote communication
- Purchase of equipment to assist probation and parole officers in remote supervision of offenders and pretrial arrestees
- Systems to track and support adults and/or juveniles diverted or released from incarceration

Coronavirus Response – Funding is available for departments, organizations, and facilities to take measures to respond to the spread of COVID-19.

- Purchase of medical and first aid supplies

- Purchase of supplies necessary for COVID-19 monitoring and testing, which is critical to determine the proper course of action for those who experience severe symptoms
- Addressing the medical needs of inmates in local jails and detention centers
- Addressing transitional housing needs for the criminal justice and juvenile justice population
- Travel expenses related to the distribution of COVID related resources
- Technology and equipment to facilitate virtual programming
- Technology and equipment to facilitate virtual court proceedings
- Other equipment related to COVID-19 response
- Other COVID-19 related expenses

Eligibility and Funding

Approximately \$7,500,000 million in CESF funds are available. Projects will need to begin operating within 60 days of award notice. This is a reimbursement only grant. Award amount requests of any size will be considered. The intent is to distribute funding across all geographic areas of Minnesota among all types of eligible applicants.

Project dates will be flexible. The earliest date for which expenses may be covered is January 1, 2021. The latest end date for grants is December 31, 2021.

Eligible applicants are local units of government including cities (including regional governance bodies), counties, townships, and tribal governments, nonprofits and state agencies serving populations currently involved in the criminal/juveniles justice system.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1349

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1343

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease, AmberBeth VanNingen

AGENDA ITEM:

MN DNR Land Acquisition Request

BOARD ACTION REQUESTED:

Approve an approximately 62 acre private land acquisition in Lot 4, NWSW and SWSW of section 26, Township 57N-Range 26W by Minnesota Department of Natural Resources for expansion of the Wabu Woods Scientific and Natural Area.

BACKGROUND:

The project contains three parcels (parcel #s 65-026-2300, 65-026-3200, 65-026-3301) totaling approximately 62 acres and over 450 feet of undeveloped shoreline on the northeast portion of Deer Lake bordering the south block of the DNR administered Wabu Woods Scientific and Natural Area (SNA) as well as other private lands. The purpose of SNAs is to protect the best of Minnesota's remaining natural heritage such as rare species, native prairies, old-growth forests and geologic features. It is proposed that the acquired lands will be open to public hunting, including the use of dogs for game birds. It includes a good public access point along Christmas Point Trail.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Wabu Woods Project Packet

RESULT:

INFORMATIONAL - NO ACTION TAKEN

Proposed DNR Acquisition to add to Wabu Woods Scientific and Natural Area (SNA)



We request county board approval to acquire and designate an addition to Wabu Woods Scientific and Natural Area. This addition will add approximately 62 acres to the existing SNA (for a total of 165 acres). The parcel is bordered by the SNA (to the north), private land, and includes undeveloped shoreline on Deer Lake. Deer Lake is an oligotrophic lake meaning it is low in nutrients, naturally clear, and has high water quality. It has a small watershed, especially for a lake of its size. Over the past decade negative changes in water quality and natural vegetation surrounding the lake have been observed by residents. The lake saw its first known algal bloom in 2008. The Deer Lake Association (DLA) is a very active group of residents - commissioning studies, participating in monitoring, and meeting regularly. The DLA brought this parcel of land to the attention of the DNR as a possible addition to the SNA. In addition to the undeveloped shoreline, the parcel contains high quality hardwood forests and wetlands contiguous with the existing SNA. These forests and wetlands help the SNA Program achieve our goals of protecting significant amounts of Minnesota's native plant communities.

Scientific and Natural Areas (SNAs) are part of the state Outdoor Recreation System created by the Minnesota Legislature. To date there are 168 SNAs statewide, including nine in Itasca County:

- Boltuck-Rice Forever Wild (72 acres)
- Botany Bog (132 acres)
- Chisholm Point Island (28 acres)
- Ladies Tresses Swamp (40 acres)
- Little Too Much Lake (59 acres)
- Lost 40 (114 acres)
- Mississippi Oxbow (22 acres)
- Potato Lake (84 acres)
- Wabu Woods (103 acres)

The purpose of SNAs is to protect the best of Minnesota's remaining natural heritage such as rare species, native prairies, old-growth forests, and geologic features. The SNA Program's goal is to ensure that rare features persist in each region of the state. Additional information on Scientific and Natural Areas may be found on the [SNA website](http://www.dnr.state.mn.us/snas) at www.dnr.state.mn.us/snas.

SNAs are open to the public for compatible recreation that includes nature observation, photography, hiking, and snowshoeing. For protection of the site's natural features some activities are typically not allowed in SNAs such as camping, campfires, damaging vegetation, or motorized recreation. **We propose that this addition have the same uses as the existing SNA and be open to public hunting, including the use of dogs for game birds.** Parking will continue to be available at the overlook or along county road 62. The addition contains good access points along Christmas Point Trail for public use, and for use by SNA managers and volunteers.

PILT (Payment in Lieu of Taxes) is calculated from the sale price of the property and is re-calculated every 5 years based on county land appraisals. The statutes governing PILT are MS 477A.11 to 477A.14. More information on PILT can be found on the [PILT page](http://www.dnr.state.mn.us/aboutdnr/legislativeinfo/pilt/index.html) of the DNR website at <http://www.dnr.state.mn.us/aboutdnr/legislativeinfo/pilt/index.html> or by contacting Susan Damon, DNR Division of Lands and Minerals, 651-259-5961.



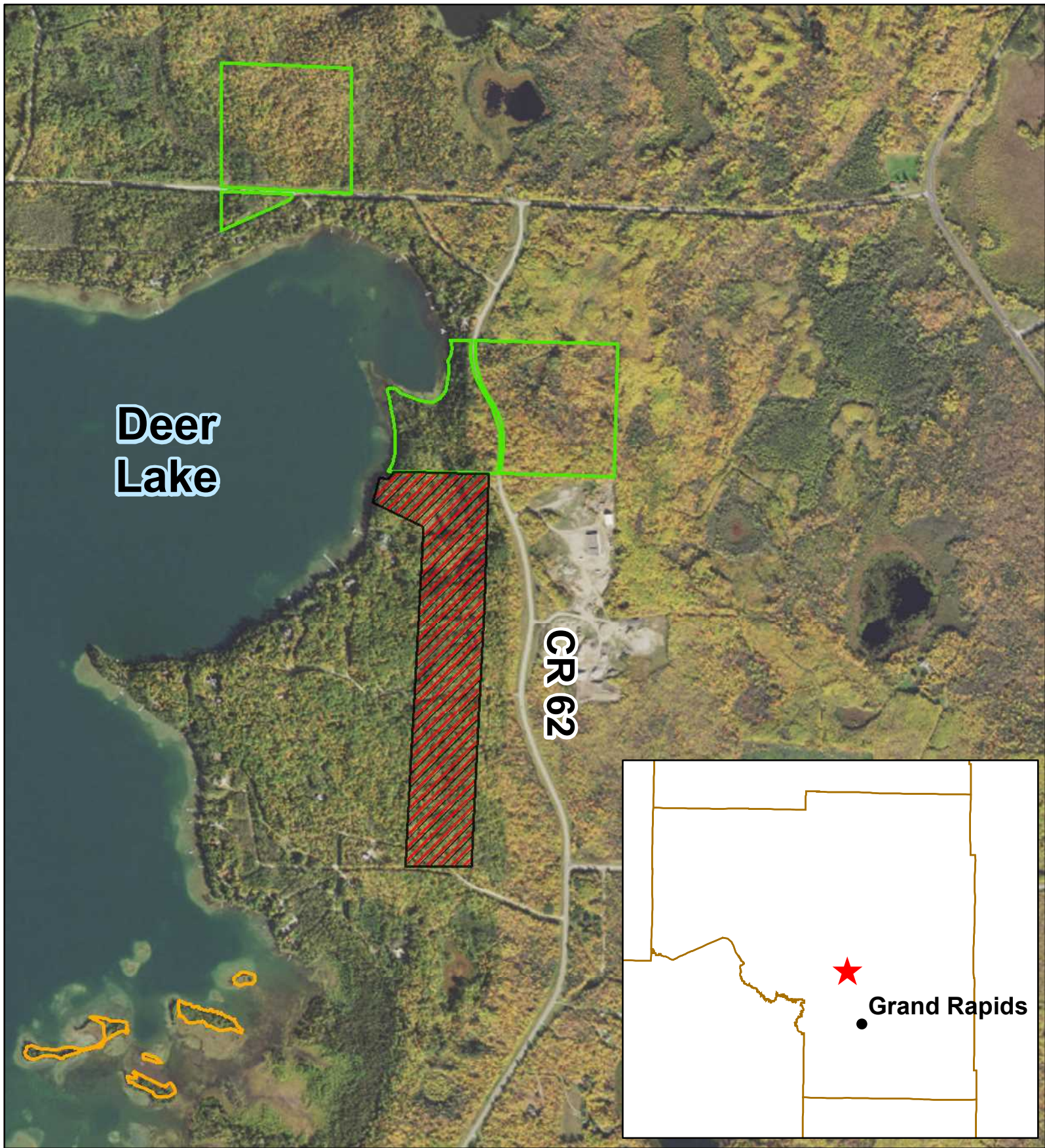
Recent Sales

- 38 acres along Hwy 38 (2019)
- Lakeshore lot on Spider Lake (2016)
- Lakeshore lot on Little Long Lake (2018)

Sold 2015-2020								
Closing Date	Name	Acres	Actual Bid	T	R	S	40	G. Lot
3/24/2016	Lost Moose Lake	0.70	\$31,000.00	58	25	15	NENW	2
				58	25	15	SWNW	3
10/27/2016	Spider Lake	1.14	\$8,026.40	58	25	18	SWNW	6
1/17/2017	Outlot A, Mirror Lake Homesites	1.04	\$92,770.00	61	23	3	SWNW	5
12/17/2018	Little Long Lake	0.25	\$2,697.00	59	24	16	NWNW	4
8/15/2019	Itasca 1, Hwy 38	36.83	\$33,400.00	61	26	22	NWSE	
TOTAL		39.96	\$167,893.40					
Acquired 2015-2020								
Closing Date	Name	Acres	Appraised/Est. Market Value	T	R	S	40	G. Lot
3/3/2015	George Washington SF	43.70	\$48,840.00	60	22	12	NENW	
2/17/2017	Scenic State Park	21.30	\$250,000.00	60	26	1	SWSE, SESE	18
4/2/2018	Birds Eye Lake AMA	66.45	\$1,188,000.00	148	26	28,28,29	SWNW, NWSW, SENE	2, 3, 1
6/6/2018	Mississippi Oxbow SNA	23.00	\$11,440.00	53	24	16	SWNE	4
6/12/2019	DNR Fisheries - Gift	3.30	\$70,000.00	148	26	28	SWSW	4
		157.75	\$1,568,280.00					

Sales to be Offered

- 6 lakeshore parcels totaling 16 acres have been offered in the past, but have not sold. These will be reviewed to see why they didn't sell and offered again. These parcels are located on Burrows, Pokegama, and Little Long lakes.
- DNR Forestry has identified three lakeshore parcels (96 acres) for future sales that will be internally vetted and offered as possible.
- DNR Forestry has also identified a number of additional lakeshore and rural parcels for sale that may need some possible cure prior to sale (trespass, landlocked, etc.).



Proposed Addition to Wabu Woods SNA

0 0.25 0.5 Miles



-  Proposed SNA Addition
-  Wabu Woods SNA
-  Balsam-Deer Islands WMA



November 10, 2020

Mr. Terry Snyder
Itasca County Board of Commissioners
Itasca County Courthouse
123 NE 4th St
Grand Rapids, MN 55744

Re: Letter of Support, Authorization for SNA Expansion near Deer Lake

Dear Terry –

Congratulations on your recent re-election! I hope you and your family are staying well.

I am writing to provide a Letter of Support to a proposal that will be presented to the Itasca County Commissioners. The proposal requests Commissioner authorization to approve a negotiated sale between a private landowner and the MN DNR Scientific and Natural Area (SNA) program. The parcels include approximately 62 acres of land and just over 400 feet of shoreline on the NE corner of Deer Lake. The parcels include 65-026-2300, 65-026-3200, and 65-026-3300. These parcels are juxtaposed to an existing SNA called Wabu Woods.

The DNR operates Wabu Woods SNA near Deer Lake. Authorization for this proposal will result in an expansion of the Wabu Woods SNA, not a new or additional SNA.

The Deer Lake Association (DLA) has been in contact with the current private landowner, with the DNR SNA Program, and with interested property owners on Deer Lake regarding this proposal. The Deer Lake Association enthusiastically supports this proposal and asks for your support to authorize this sale.

DLA supports the sale of this property to the SNA Program for the following reasons:

1. Scientific and Natural Areas are exceptional places where native plants and animals flourish; where rare species are protected; and where we can know, and study, Minnesota's natural features. This proposal includes an expansion of an existing SNA, not a new SNA.
2. SNAs Scientific and Natural Areas are public lands open to recreational activities that do not disturb natural conditions. SNAs are established for their outstanding ecological features, which people want to enjoy. As a result, as an SNA, these parcels would become open for public enjoyment.

Mr. Terry Snyder
Itasca County Board of Commissioners
Itasca County Court House
123 NE. 4th Street
Grand Rapids, MN 55744

November 11, 2020

Dear Terry:

You may remember our meeting with AmberBeth VanNingen in June of 2019. We discussed the potential purchase approximately 62 acres of undeveloped land by the DNR for addition to the Wabu Woods Scientific and Natural Area near the northeast shore of Deer lake in Itasca County. This land is contiguous with the southern border of the Wabu Woods SNA and would add significantly to that resource for the benefit and enjoyment of Itasca County's residents and visitors. Margaret and I are site stewards for the Wabu Woods SNA and we understand the value of that property for the environmental quality of the Deer Lake watershed and as a public recreational resource. The property being considered for purchase adds to that value, as well as contributing wetlands and areas of old growth aspen, which are rare in our region. This is a special piece of property that can be added to the Wabu Woods SNA for Minnesotans and visitors who wish to enjoy the wild land, both upland and along the lake, for recreation and outdoor opportunities.

Margaret and I also have a strong relationship with Deer Lake, which is ranked as one of the cleanest and clearest lakes in the state. Between the two of us, we have a history on the lake going back to the late 1950's. We have seen development bring new residents who can enjoy this beautiful resource, but that development also brings new challenges to water quality, the environment and outdoor opportunities. The land being considered for purchase by the Minnesota DNR, and for addition to the Wabu Woods SNA, will add sustainability to each of those important aspects of Deer Lake and its watershed. From the addition of water filtering wetlands along the shore to old growth aspen, oak and red pine in the forest, the purchase and protection of this land will help Itasca County meet its clean water goals and give residents of Itasca County, visitors and all Minnesotans, a remarkable, unique recreational resource for the future.

Sincerely Yours,

David B & Margaret M Duxbury



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1346

DEPARTMENT: Auditor / Treasurer

PRESENTER: Deb Davis

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Liquor License

BOARD ACTION REQUESTED:

Approve new On-Sale, Off-Sale, and Sunday Liquor Licenses for Little Winnie Resort & Campground, Inc., 55670 County Road 9, Deer River, MN 56636.

BACKGROUND:

It is requested that action be taken at the 2/16/2021 Work Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1347

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Deb Davis

AGENDA ITEM:

Tobacco License

BOARD ACTION REQUESTED:

Approve new license to sell tobacco products for Iron Tobacco Vapor dba Lakeshore Tobacco Vapor, 1200 South Pokegama Avenue, Suite 40/50, Grand Rapids, MN 55744.

BACKGROUND:

It is requested that action be taken at the 2/16/2021 Work Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1348

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Correctional Facility/Courts Committee Update

BOARD ACTION REQUESTED:

Receive update on New Jail/Facilities Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 21_0216 Itasca Board Meeting - Architecture Exhibits
2. SD Estimate 2-16-21

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY JAIL AND COURTS REMODEL AND ADDITION - EXTERIOR RENDERINGS

FRONT ENTRY PERSPECTIVE - LOOKING WEST



ITASCA COUNTY JAIL AND COURTS REMODEL AND ADDITION - EXTERIOR RENDERINGS

FRONT ENTRY PERSPECTIVE - LOOKING EAST



- GENERAL NOTES:

1. REFER TO CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND SECURITY ELECTRONICS PLANS FOR RELATED WORK AND SPECIAL REQUIREMENTS.
2. REFER TO CODE REVIEW PLANS FOR CODE COMPLIANCE REQUIREMENTS.
3. REFER TO SECURITY WALL PLANS FOR ADDITIONAL WALL CONSTRUCTION INFORMATION AND REQUIREMENTS.
4. USE MECHANICAL, ELECTRICAL, AND OTHER PLANS FOR ROOF PENETRATIONS THAT ARE NOT SHOWN ON THIS PLAN. MAY NOT BE SHOWN ON THIS PLAN.
5. REFER TO THE BUILDING SCHEDULE AND OPENING SCHEDULE FOR ADDITIONAL INFORMATION.
6. REPORT CONFLICTS AND ENCROACHMENTS IN PLANS TO THE ARCHITECT FOR CLARIFICATION PRIOR TO STARTING WORK.
7. INSTALL BLOCKING IN WALLS AS REQUIRED FOR SUPPORT OF CABINETS, SHELVING, & OTHER WALL MOUNTED ITEMS.
8. USE DIMENSION PLANS FOR DIMENSIONS AND WALL TYPES.
9. REFER TO STRUCTURAL FOR NON-BEARING MASONRY UNTIL SCHEDULE.

KLEIN
McCARTHY

ARCHITECTS

6465 Wayzata Boulevard, Suite 410
St. Louis Park, MN 55426
952.908.9990 • www.kleinmccarthy.com

ITASCA COUNTY

GOVERNMENT CENTER
JAIL AND COURTS
ADDITION AND REMODEL

TBD
Grand Rapids, MN 55744

Architect's Project #: 1907

Consultants

Civil
JPJ Engineering, Inc.
303 East 19th Street
P.O. Box 656
Hibbing, MN 55746
office: 218-262-5521

Structural
Paulson & Clark Engineering
2352 East County Road J
White Bear Lake, MN 55110
office: 651-407-6056

Mechanical, Electrical, Telecommunications/data

Security Electronics & Court Technology
FDI-Deleis, Inc.

EDI-Uddels, Inc.
1112 North 5th Street

Minneapolis, MN 55411
office: 612-343-5965

Food Service Design

Rippe Associates
10100 N. 1st Ave., Suite 100
Seattle, WA 98107
206.764.1100 • Fax 206.764.1101
www.rippesales.com

10400 Yellow Circle Dr,
Minnetonka, MN 55343

office: 952-933-0313

Fire Protection

EDI-Delejs, Inc.
1112 North 5th Street

1112 North 3rd Street
Minneapolis, MN 55411

FLOOR PLAN - KEYNOTES

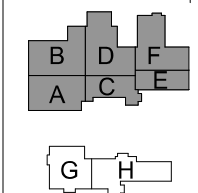
A1	DETENTION PANE: STACKABLE CHAIR
A3	MOP SINK AND ASSOCIATED EYE WASH STATION, SEE MECHANICAL AND TYPICAL MOUNTING CONDITIONS ON A8.1 FOR ADDITIONAL REQUIREMENTS
A4	VENDING MACHINE, OPOI, COORDINATE WITH ELECTRICAL
A7	1PERSON FLOOR MOUNTED STEEL DETENTION TABLE AND ASSOCIATED CHAIRS
A18	4PERSON FLOOR MOUNTED STEEL DETENTION TABLE AND ASSOCIATED CHAIRS
A19	TV (OPOI) WITH ANTI-CALLIGRATURE SURROUND, COORDINATE WITH ELECTRICAL, SEE SPEC FOR ENCLOSURE
A20	24" DEEP ADJUSTABLE SHELVING, OPOI
A21	12" DEEP ADJUSTABLE SHELVING, OPOI
A22	2PERSON FLOOR MOUNTED STEEL DETENTION TABLE AND ASSOCIATED CHAIRS

PROGRESS DRAWING
JANUARY 28, 2021

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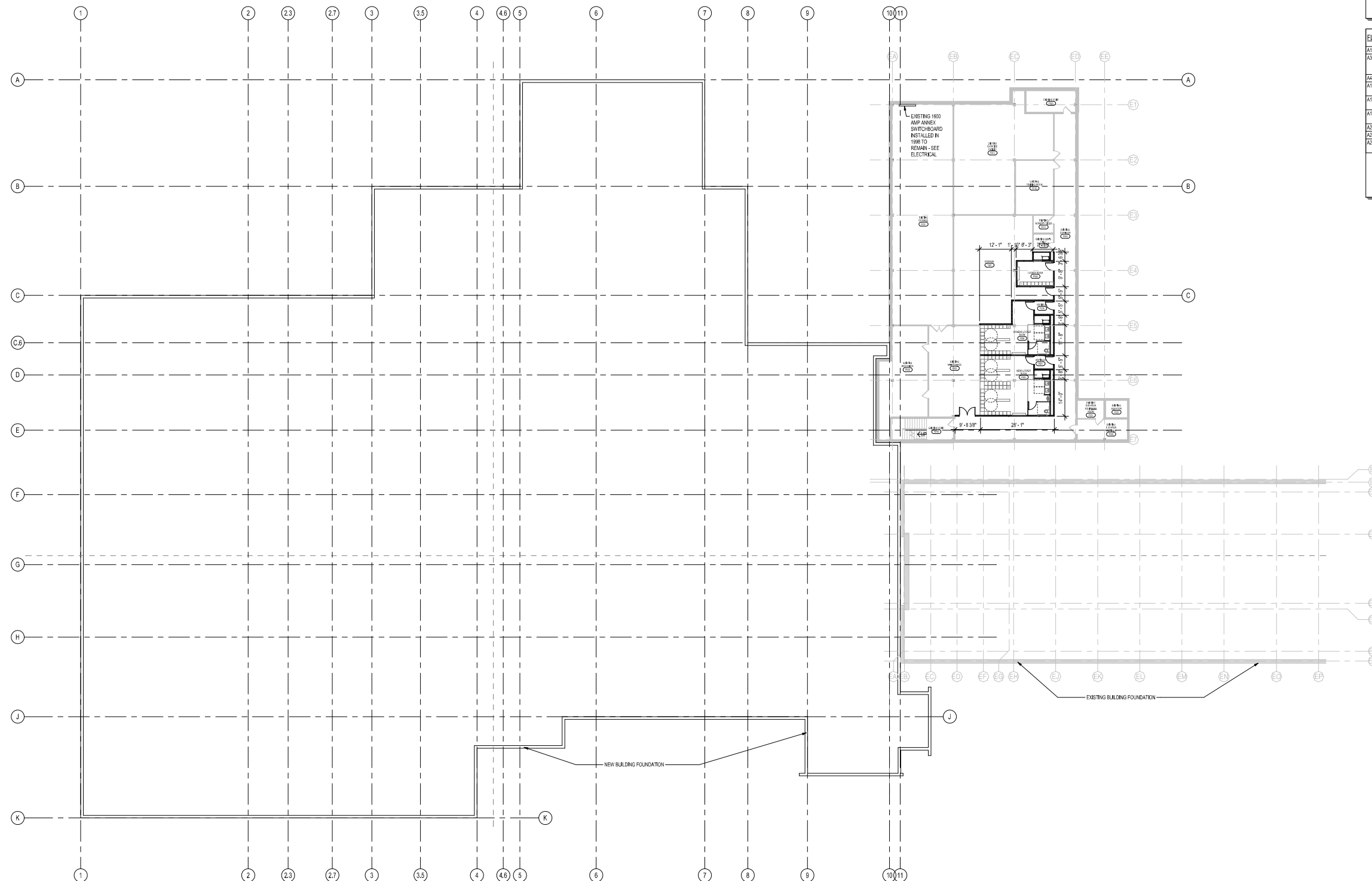
Key Plan



BASEMENT LEVEL FLOOR
PLAN

A1.0

1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.



1 BASEMENT LEVEL - FLOOR PLAN
A1.0 SCALE: 1/16" = 1'-0"

GOVERNMENT CENTER
JAIL AND COURTS
ADDITION AND REMODEL

TBD
Grand Rapids, MN 55744

Architect's Project #: 1907

Consultants

Civil
JPJ Engineering, Inc.
303 East 19th Street
P.O. Box 656
Hibbing, MN 55746
office: 218-262-5521

Structural
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2352 East County Road J
White Bear Lake, MN 55110
office: 651-407-6056

Mechanical, Electrical, Telecommunications/data

Security Electronics & Court Technology
EDI-Doles, Inc.

1112 North 5th Street
Minneapolis, MN 55403

office: 612-343-5961

Food Service Design

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10400 Yellow Circle Dr.

Minnetonka, MN 55345
office: 952-933-0311

Fire Protection

Fire Protection
EDI-Delejs, Inc.

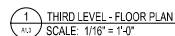
1112 North 5th Street
Minneapolis, MN 554

GENERAL NOTES:

1. REFER TO CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND SECURITY ELECTRONICS PLANS FOR RELATED WORK AND SPECIAL REQUIREMENTS.
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9. REFER TO STRUCTURAL FOR NON-BEARING MASONRY UNTIL SCHEDULE.

FLOOR PLAN - KEYNOTES

A1	DETENTION PANE: STACKABLE CHAIR
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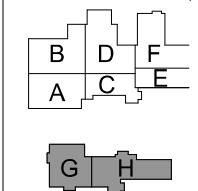
PROGRESS DRAWING

JANUARY 28, 2021

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Key Plan



THIRD LEVEL FLOOR PLAN

ITASCA COUNTY
GOVERNMENT CENTER JAIL AND COURTS
ADDITION AND REMODEL
Schematic Design Estimate 2-16-21



DIVISIONS OF WORK	SD TOTALS	152,727 SF /Cost
Division 02 - Existing Conditions	780,940.45	5.11
Division 03 - Concrete	5,579,440.00	36.53
Division 04 - Masonry	2,734,905.00	17.91
Division 05 - Metals	3,188,052.76	20.87
Division 06 - Woods, Plastics and Composites	1,162,703.20	7.61
Division 07 - Thermal & Moisture Protection	3,380,760.00	22.14
Division 08 - Openings	913,431.00	5.98
Division 09 - Finishes	3,477,125.00	22.77
Division 10 - Specialties	154,235.00	1.01
Division 11 - Equipment	552,575.00	3.62
Division 12 - Furnishings	0.00	0.00
Division 13 - Special Construction	10,180,000.00	66.65
Division 14 - Conveying Equipment	1,045,000.00	6.84
Division 21 - Fire Suppression	889,000.00	5.82
Division 22 - Mech/Plumbing	6,903,987.85	45.20
Division 23 - Heating, Ventilating & Air Conditioning	3,155,804.60	20.66
Division 24 - Test and Balancing	129,817.95	0.85
Division 25 - Temperature Controls	610,908.00	4.00
Division 26 - Electrical	6,169,586.55	40.40
Division 27 - Communication	552,871.74	3.62
Division 28 - Electronic Safety and Security	0.00	0.00
Division 31 - Earthwork	1,297,116.25	8.49
Division 32 - Exterior Improvements	570,924.50	3.74
Division 33 - Utilities	385,000.00	2.52
Sub Total Construction	53,814,184.85	352.36
General Requirements	2,500,000.00	
Building Permitting / Plan Review	250,000.00	
Construction Contingency 5%	2,815,709.24	
Design and Bid Contingency 5%	2,815,709.24	
Construction Cost	62,195,603.34	
Construction Management Fee	1,531,792.00	
Architect/Engineering Fee	4,238,834.35	
Architect Reimbursables	180,000.00	
Sub Total	68,146,229.69	
Owner Items		
FF&E/Technology/A/V/Security/etc.	??	
MN DOT/ICE Study/Traffic Control	??	
Utility Relocation/Access Fees	??	
Asbestos & Hazardous Material Remediation - Allowance	140,000.00	
Contaminated Soil Remediation - Allowance	480,000.00	
Commissioning - Allowance	77,727.06	
Property Acquisition	4,650,000.00	
TOTAL PROJECT COST	73,493,956.75	
Alternate Pricing		
Finish two Courtrooms & Associated Chamber/Offices (nic FFE/Technology)	2,405,372.15	
TOTAL PROJECT COST with ALTERNATE	75,899,328.89	

* Based on Schematic Design Plans and Narrative Dated January 8, 2021.

* Estimate is based on a full and open competitive bidding environment including manufacturers and suppliers. Only current exception is that of the steel cells/DEC.

* Base project total does not include costs for incidentals to ongoing government operations during construction and phasing of the project.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1345

DEPARTMENT: Administrative Services

PRESENTER: Brett Skyles

TIME REQUESTED: 15 Minutes

AGENDA ITEM:

Closed Session Re: Labor Negotiations

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1353

DEPARTMENT: Administrative Services

TIME REQUESTED: 20 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Closed Session per MN Statutes 13D.05, Subd. 3(b) Re: Itasca County Jail Project

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.05, Subd. 3(b), based upon Attorney Client Privilege MN Statutes 595.02, Subd. 1(b), to consult with its attorney in reference to the Itasca County Jail Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. DRAFT Vanity Agreement

RESULT:

INFORMATIONAL - NO ACTION TAKEN