

EAST RANGE WATER BOARD
Regular Meeting
Wednesday, September 21, 2022
4:30 p.m. City/Town Government Center

Appointed Board Members for City of Aurora: Doug Gregor, Chairman of the Board; David Skelton; Dennis Schubbe;

Appointed Board Members for the Town of White: Jon Skelton, Vice Chairman of the Board; Clark Niemi;

Other Team Members: Stefanie Dickinson (COA); Jodi Knaus (TOW); Wayne Thuringer (COA); Jim Gentilini (COA); Mike Larson (SEH); Miles Jensen (SEH); Kevin Young (SEH); Mia Thibodeau (Fryberger Law); Shannon Sweeney (David Drown Associates);

AGENDA

1. Call to Order/Roll Call
2. Consent Agenda:
 - a. Approval of August 17, 2022 Meeting Minutes
 - b. Treasurer's Report – Fund Balances
 - c. Approval of Disbursements (Invoices for Approval as listed below in order by date received)
 1. SEH – Invoice #433224 \$1,408.00
 - d. Correspondence
 1. Fully Executed Lease with St. Louis County for the intake site/facility
 2. St. Louis County Physical Address for Parcel 570-0021-00100 – 5658 Lake Mine Road
 3. Final IRRR Water Supply Contingency Plan Agreement – sent for signatures
3. Legal Matters –Updates Including but not limited to:
 - a. Scenic Acres Land & Facility Title Clearance
 - b. Rosa Easement Status
4. Guests – No requests received
5. Engineering Updates - SEH
 - a. Funding Initiatives & Cumulative Accounting – Updates by Mike Larson
 - b. Engineering Work – Updates by Miles Jensen
 1. September Status Report
 - i. Archaeological Assessment Update
 - ii. Bat Nesting Sites – Tree Removal – Is area marked?
 - iii. Technical Committee Meeting Scheduled for 9/28/22 2:30 p.m.
6. Community Outreach Plan – tabled last month – further discussion
 - a. Public Information Project Sheet – To be bulk mailed, advertised etc.
7. Other Business
 - a. St. James Pit & Current Water Plant updates – Jim Gentilini
10. Next Meeting Date: Wednesday, October 19, 2022
11. Adjournment

**East Range Water Board
Monthly Meeting Minutes
City/Town Government Center
Wednesday, August 17, 2022
4:30 p.m.**

PRESENT: Chairman, Doug Gregor; Secretary/Treasurer, David Skelton; Board Member, Dennis Schubbe; Vice Chairman, Jon Skelton;

ABSENT: Board Member, Clark Niemi

ALSO PRESENT: Jodi Knaus, Town of White Clerk; Jim Gentilini, City of Aurora Water Supervisor; Mia Thibodeau, Fryberger Law; Miles Jenson (SEH via Zoom), Robert Rutka, John Baxter, Patti Luke, Bill Lesar, Gregg Debevec

1.) **A board meeting was called to order by Chairman Gregor at 4:30 p.m.**

2.) **Consent Agenda:**

MOVED BY DAVID SKELTON, SUPPORTED BY SCHUBBE APPROVING THE CONSENT AGENDA AS PRESENTED. MOTION CARRIED

3.) **Legal Matters**

- a) Scenic Acres Land & Facility Title Clearance – Mia is waiting for the green light from the Board on when to execute the Scenic Acres land transfer; an easement is in progress with Mr. Rosa;
- b) St. Louis County Lease for the Intake Site – Mia updated the Board the lease was sent to St. Louis County for signatures; Mia will reach out to SEH regarding the DNR draft for the intake lease; a shared access road agreement with the City of Biwabik will be needed;

4.) **Guests:** Greg Debevec introduced himself; he assists with treating the water in Scenic Acres and would like to see two hydrants in the plans and wants to know where they will be placed. David Skelton inquired with Miles if placement needs to be determined before bids as this has not been discussed at a Technical meeting; Jensen responded the Project will be bid on unit prices; the contractor will do the pot holing and estimate the length; Debevec questioned how many total hydrants are included in the bid? Miles responded with seven (7).

5.) **Engineering Updates**

- a) Funding Initiatives – Gregor updated the Board CDBG funding is available and maybe it could be used for this emergency connection and a study/plan for cost levels.
- b) Engineering Work – Miles Jensen read through his engineering report dated August 15, 2022 and the letter dated August 15, 2022 addressing the Biwabik Emergency Water Supply Interconnect Capacity. David Skelton has a lot of remaining questions and would like a technical committee meeting scheduled with Chad & Miles to hear the best two solutions with the technical committee then making a decision based on the information provided. Jim Gentilini questioned if Biwabik could supply us water and for how long?

6.) **Community Outreach Plan**

Knaus and Dickinson need to design and develop a flyer to be advertised in the Shopper and on the websites for community outreach.

7.) Contingency Plans

The Giants Ridge Contingency Plan needs to be executed.

8.) Other Business

a.) St. James Pit & Current Water Plant Updates – Gentilini updated zebra mussels need to be filtered out of St. James and are also in Lake Mine. The water continues to rise causing the pumphouse and road to flood. Dewatering will continue.

10.) Adjournment

MOVED BY DAVID SKELTON, SUPPORTED BY JON SKELTON TO ADJOURN THE MEETING AT 5:25 P.M. MOTION CARRIED

Next Regular East Range Water Board Meeting Date: September 21, 2022 at 4:30 p.m.;

Respectfully Submitted, Jodi Knaus



Invoice

Invoice Number: **433224**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055



BILL TO:

Attn: Accounts Payable
East Range Water Board
16 West 2nd Avenue North
AURORA MN 55705

Pay This Amount	\$1,408.00
Due Date	16-OCT-22
Invoice Date	16-SEP-22
Bill Through Date	31-AUG-22
Terms	30 NET
SEH Customer Acct #	84463
Customer Project #	
Agreement / PO #	163450
Authorized Amount	\$562,968.00
Authorized Amount Remaining	\$58,887.00

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Project Manager	Miles Jensen mjensen@sehinc.com 651.490.2000
Client Service Manager	Benita Crow bcrow@sehinc.com 651.490.2000
Accounting Representative	Justin Oelschlager joelschlager@sehinc.com 651.490.2000

Project #	Project Name	Project Description
163450	ERWBD Tasks 2-4 East Range WTP	ERWBD Aurora Tasks 2-4 East Range WTP

Notes:

CC:

kimberly@ci.aurora.mn.us
cityclerk@ci.aurora.mn.us
lindsey@ci.aurora.mn.us

Fee

Description	Amount	
(97% of \$70,400.00) less previously billed of \$66,880.00	\$1,408.00	
		\$1,408.00
	Invoice total	\$1,408.00

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$1,408.00	\$502,673.00	\$504,081.00



OFFICE OF THE SAINT LOUIS COUNTY ATTORNEY

Kimberly J. Maki COUNTY ATTORNEY

September 7, 2022

Ms. Mia Thibodeau
Fryberger Law Firm
302 West Superior Street
Suite 700
Duluth, MN 55802

Re: East Range Water Board/Town of White Water Intake Facility – Tax-Forfeited Land Lease Agreement

Dear Mia:

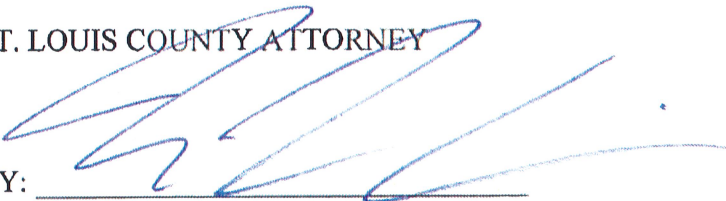
Please find enclosed for your record the original Tax-Forfeited Land Lease Agreement executed by all parties in the above-referenced matter.

If you find it necessary to record the attached to satisfy any public grant or financing requirements, the county has no objection. Please simply forward me the final recorded document number so that we may update our file. The county is further amenable to executing a Memorandum of Lease or Declaration if needed to satisfy any final financing requirements necessary for completion of the project.

Should you require anything further, please do not hesitate to contact me. It was a pleasure working with you in this matter.

Sincere regards,

ST. LOUIS COUNTY ATTORNEY

BY: 
NATHAN N. LACOURSIERE
Assistant St. Louis County Attorney

DULUTH COURTHOUSE
100 N. FIFTH AVE. W., #501
DULUTH, MINNESOTA 55802
218-726-2323

GOVERNMENT SERVICES CENTER
820 W. SECOND ST., #403
DULUTH, MINNESOTA 55802
218-726-2034

VIRGINIA COURTHOUSE
300 S. FIFTH AVE., #222
VIRGINIA, MINNESOTA 55792
218-719-7101

HIBBING COURTHOUSE
1810 TWELFTH AVE. E., #107
HIBBING, MINNESOTA 55746
218-262-0155

TAX-FORFEITED LAND LEASE AGREEMENT

This Tax-Forfeited Land Lease Agreement (“Agreement”) between Lessor and Lessee, as defined in Section B below, is effective as of August 1, 2022 (“Effective Date”) for a 40-year term ending August 1, 2062 (“Initial Term”).

A. Lessor and Lessee agree that this Agreement shall govern their respective rights and obligations throughout the Initial Term.

B. Parties

LESSEE:

Town of White
For the East Range Water Board
16 West 2nd Avenue North
P.O. Box 146
Aurora, MN 55705

LESSOR:

State of Minnesota, in trust for the Taxing Districts
c/o The St. Louis County Land and Minerals Department
Government Services Center
320 West 2nd Street, Suite 302
Duluth, MN 55802
Telephone: (218) 726-2606

C. Pursuant to Laws of Minnesota 2021, 1st Spec. Sess. chapter 6, article 2, section 124, and in consideration of the payment of Three-Hundred Dollars and No Cents (\$300.00), receipt of which is hereby acknowledged, Lessor hereby leases to Lessee, for a 40-year term commencing August 1, 2022, and ending August 1, 2062, the following tax-forfeited land:

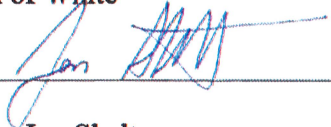
That part of Government Lot 5, Section 5, Township 58 North, Range 15 West of the Fourth Principal Meridian, St. Louis County, Minnesota legally described and depicted on **Exhibit A** (the “Premises”) for the construction, operation, maintenance of water intake infrastructure and supporting facilities, and access thereto.

D. The initial payment includes a \$200.00 land use fee and a one-time, \$100.00 administration fee. Subsequent annual land use payments of \$200.00 shall be paid on or before the anniversary of the Effective Date. The Premises are subject at all times to tax-forfeited land sale or exchange or other necessary leasing or land management activities by the Lessor; provided, however, that no such land sale, exchange, or other leasing or land

management activities shall interfere with Lessee's rights under this Agreement. The Premises are further subject to all the conditions, provisions, and terms set forth herein and attached hereto as **Exhibit B**.

LESSEE:

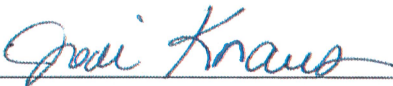
Town of White

By: 

Name: Jon Skelton

Its: Chairman

DATE: 7.20.2022

By: 

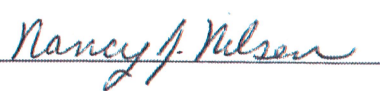
Name: Jodi Knaus

Its: Clerk

DATE: 7.20.2022

LESSOR:

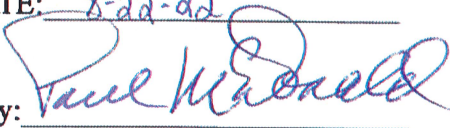
St. Louis County

By: 

Name: Nancy J. Nilsen

Its: St. Louis County Auditor

DATE: 8-22-22

By: 

PAUL MCDONALD

Chair of County Board


By: 

JULIE MARINUCCI

Land and Minerals

Director

APPROVED AS TO FORM & EXECUTION:

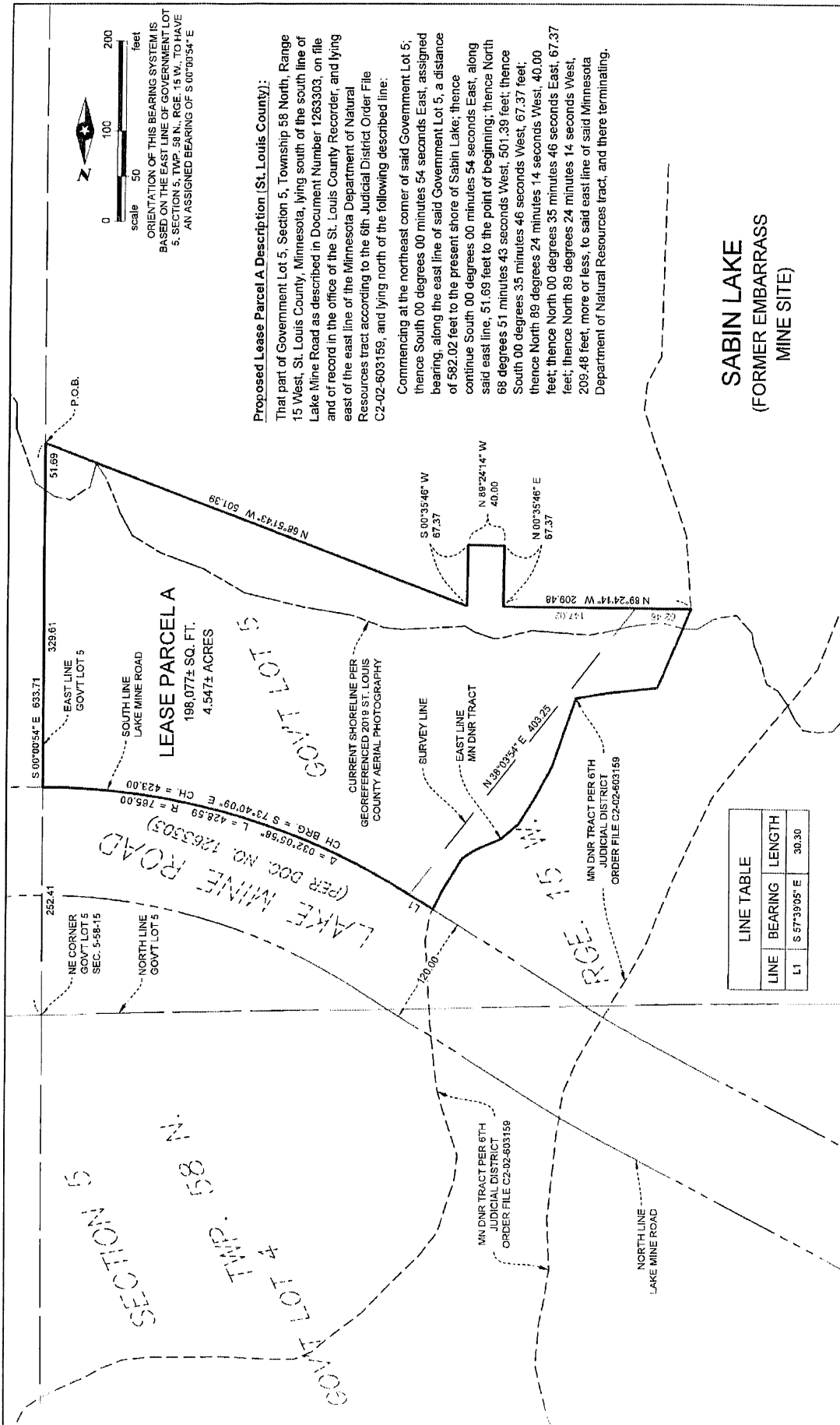
BY: 
Assistant County Attorney

Date: 9-7-22

OnBase Contract No. 2022-0024

EXHIBIT A

Survey of Leased Premises – Access Road & Water Intake Facilities



HEREBY CERTIFY THAT THIS PLAN 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.

CHRYA. Larsen, LS
 DATE 06/22/2022
 LICENSE NO. 45948



LEASE EXHIBIT FOR:
EAST RANGE WATER PROJECT
AURORA, MINNESOTA

Revision Issue Description

SEH Project AUROR159723

Drawn By brw

Surveyed By ts/rmf

Checked By cal

Date

EXHIBIT B

Specific Lease Terms & Conditions

1. Lessor leases to Lessee the tax-forfeited land described and depicted in **Exhibit A** (“the Premises”) for the purpose of installing, constructing, operating and maintaining a water intake plant, access roads, and related pipes, facilities and equipment (together, the “Intake Facilities”) on the leased Premises.
2. Lessee shall use the Premises only for the construction, operation and maintenance of the Intake Facilities. Preliminary project plans are attached to this Agreement as **Exhibit C**. Lessee shall provide Lessor with final project plans and drawings upon completion of the project.
3. Lessee shall be responsible for, and shall defend, indemnify and hold Lessor harmless from, any or all claims or damages, of whatever nature, arising out of Lessee’s installation and construction of the Intake Facilities and related roads, structures, or other appurtenant infrastructure. Lessee shall notify Lessor of any wells or other potential hazards located on site, including, but not limited to, any apparent violations of applicable codes, statutes, or regulations, contamination, release or threatened release of hazardous substances, pollutants, contaminants, or petroleum, known or unknown by Lessor, whether created prior or subsequent to execution of this Agreement. Lessee shall defend, indemnify and hold harmless Lessor from any claims or damages, of whatever nature, arising from its installation, construction, operation or maintenance of its Intake Facilities throughout the Initial Term of this Agreement.
4. Lessee shall comply with any road weight limits or other road restrictions placed in effect by local road authorities.
5. Lessor shall have no responsibility, by virtue of entering into this Agreement, to provide Lessee with any utility service to the Premises, including electric, gas, oil, water, sewer, fiberoptic cable, broadband or telephone. In the event a public body or other third party extends utilities to the Premises, the cost of such extension and utilities shall be borne solely by the Lessee. Installation of any added utilities to the Premises may be subject to separate lease or access agreements for crossing State tax-forfeited land.
6. Perimeter or security fencing of the Premises and Intake Facilities is permitted, provided that such fencing is maintained in safe and orderly condition to minimize risk to the public. Prior to installation of any such fencing, Lessee shall share plans with Lessor and obtain written permission for installation.
7. Lessee shall pay, when due, all taxes assessed against or levied upon the Premises or Intake Facilities, including fixtures, improvements, furnishings, equipment or other personal property of the Lessee located on the Premises during the Initial Term of this Agreement, whether assessed as real or personal property taxes.

8. Lessee and its employees, agents, contractors or other designees shall at all times comply with all applicable federal, state or local laws, ordinances, regulations, judgments or other valid orders of any governmental entity relating to Lessee's activities on the Premises. Lessee shall further obtain all permits, licenses or other authorizations required for its activities on the Premises.
9. The Intake Facilities installed, constructed, operated or maintained on the Premises shall be the sole property of Lessee. Lessor shall not gain, by virtue of this Agreement, any ownership interest in the Intake Facilities constructed on the Premises. Lessee shall have 180 days following termination or cancellation of this Agreement to remove Intake Facilities from the tax-forfeited Premises, including all equipment, materials, structures, or other property or infrastructure placed upon or affixed by Lessee upon the Premises. Lessee further agrees, in the event of termination or cancellation, to restore the Premises to a condition satisfactory to Lessor. In the event of failure to remove Intake Facilities or restore the Premises in accordance with this provision, Lessor may mitigate, sell or dispose of any such remaining property as Lessor deems fit and restore the Premises to a neat and orderly condition. Lessee shall pay expenses incurred by Lessor to dispose of any such property and restore the Premises to a neat and orderly condition.
10. Lessee agrees to maintain the Premises in a safe, clean and orderly condition throughout the Initial Term of this Agreement.
11. In relation to its activities on the Premises, Lessee shall not permit, use, store, dispose of or release any substance defined as a "hazardous substance" or "hazardous waste" under Minn. Stat. § 115B.02, as may be amended, or any other toxic substance or solid waste regulated by federal, state, or local law, except in such quantities or in such manner as may be permitted by applicable law and not harmful to the leased Premises or surrounding environs. Any handling of hazardous or petroleum-based products or fluids on the Premises shall require a mutually agreeable spill plan for the handling of such products or fluids.
12. The covenants, terms and conditions of this Agreement shall run with the land, extend to and bind any and all successors or assigns to this Agreement.
13. Lessee shall repair or pay for any damage to the property or improvements on the Premises caused by Lessee, its employees, agents, licensees or assigns during Intake operations, including any damage to existing roads.
14. This Agreement may be renewed for additional terms and conditions upon review and approval by the St. Louis County Land and Minerals Director, the St. Louis County Board, and the State of Minnesota.
15. This Agreement may be terminated by Lessee upon 30 days written notice to Lessor. Lessor may, upon 60 days written notice to Lessee, terminate this Agreement for default or breach of any of the terms or conditions set forth herein; provided, however, that if Lessee cures such breach or default within 30 days of said notice (or such additional time as may be reasonably necessary to cure depending on the scope or complexity of the

necessary cure), Lessor may not terminate the Agreement.

16. Insurance

- (a) The following insurance is the minimum amount that must be maintained for the duration of this Agreement; provided that the insurance will be secured with limits applicable to any claim of not less than the limits specified in Minnesota Statutes, Chapter 466, as may be amended from time to time. A Certificate of Insurance for each policy must be on file with the St. Louis County Land & Minerals Department within 10 days of execution of this Agreement and prior to commencement of any construction of Water Intake Facilities under this Agreement. Lessee shall secure an endorsement to each policy requiring a 10-day notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds, and a 30-day notice of cancellation for nonrenewal, or material change to all named and additional insureds.
- (b) Lessor reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by Lessor, and copies of policies shall be submitted to Lessor upon written request. All subcontractors shall provide evidence of the same coverage.

(1) **General Liability Insurance**

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No Less Than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

St. Louis County shall be named as an Additional Insured on a primary and noncontributory basis.

(2) **Business Automobile Liability Insurance**

\$500,000 for claims for wrongful death and each claimant.

\$1,500,000 each occurrence.

Must cover owned, non-owned and hired vehicles.

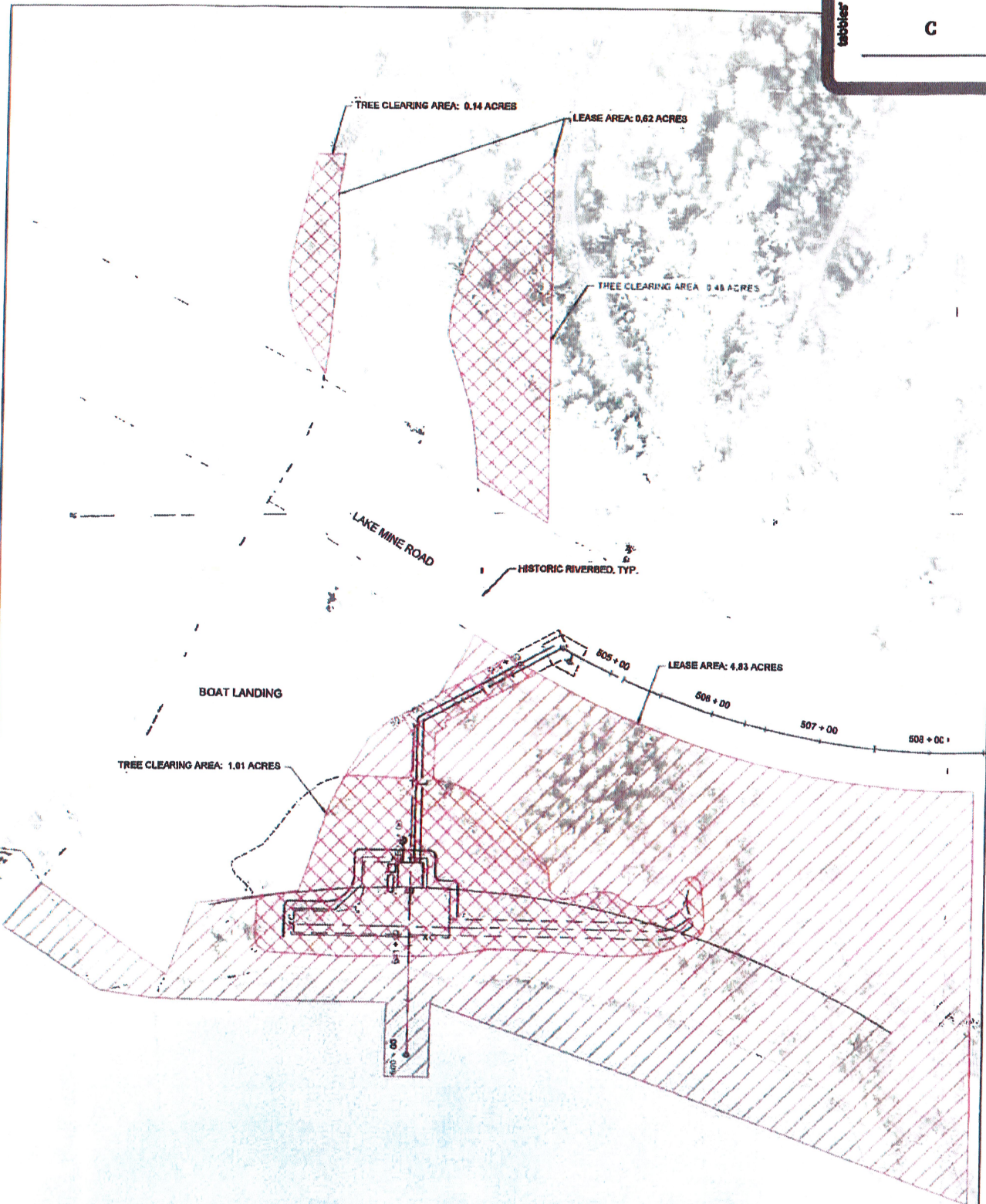
(3) **Workers' Compensation**

Per statutory requirements. Certificate of Compliance must be executed and filed with St. Louis County.

17. Indemnification.

- (a) To the fullest extent permitted by law, Lessee shall indemnify and hold harmless Lessor and its officers, employees, and agents from and against any and all claims, damages, losses and expenses, of whatever nature, including but not limited to attorney's fees, arising out of or resulting from Lessee's performance of its Intake activities authorized and contemplated under this Agreement.
- (b) Lessee agrees that, in order to protect itself and Lessor under the indemnity provisions set forth herein, it shall at all times during the Initial Term keep in force policies of insurances described in paragraph 16 above.
- (c) This provision is not intended to create any cause of action in favor of any third party against Lessee or Lessor or to enlarge in any way Lessee's liability, but it is intended to provide for indemnification of Lessor from liability for damages or injuries to third persons or property arising from Lessee's or Lessee's agents' performance hereunder.

18. Lessee may assign its interest in this Agreement or any interest herein, or sublet its Intake Facilities or any part thereof, or grant any license, concession or other right of occupancy of any portion of its Leased Premises, with the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided that no written consent of Lessor shall be required for an assignment by Lessee to another member of the East Range Water Board. No such assignment or sublease shall operate to relieve Lessee of its obligations under this Lease. Lessee shall provide Lessor with prior written notice of any proposed assignment or sublease of this Agreement.



Save: 3/16/2022 1:13 PM e:\mha\AURORA\159723\US-land\designs\1-drawings\1-drawing\10-Civil\land\gls\hba\159723 MN Inlake Site Temp. Easement - COUNTY.dwg

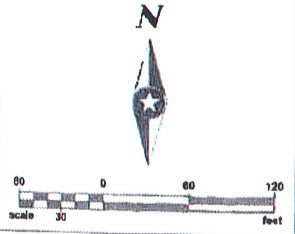
SUMMARY TABLE
 TOTAL LEASE AREA: 5.45 ACRES
 TOTAL TREE CLEARING AREA: 1.63 ACRES



FILE NO.
AUROR 159723
DATE:
3/16/2022

**ST. LOUIS COUNTY LAND LEASE
AURORA, MINNESOTA**

**EXHIBIT
NO. 1**





St. Louis County

Office of the Sheriff

2030 N Arlington Ave, Duluth, Minnesota 55811

9-1-1 Emergency Communications: (218) 726-2920

addressing@StLouisCountyMN.gov

Ross Litman

Sheriff

11/4/2021

City of Aurora - Stefanie Dickinson
PO Box 160
Aurora, MN 55705

Dear Property Owner,

As the addressing authority in rural parts of the county, the St. Louis County the 9-1-1 Communications Division has assigned a physical address to property you own. This address was calculated by the county's address reference system and guidelines, and is based on the location of the driveway/access to your structure or site. This letter is to provide notice of the new address assignment as listed below:

Parcel: 570-0021-00100

Township: White Twp

9-1-1 address: **5658 Lake Mine Rd**

Expect to receive a new red and white address number sign, as well as installation instructions for this address within 3-4 months.

Please note: if your newly assigned address will be for a residence, you will need to take this letter to the post office nearest to the newly assigned address, and let them know you would like to be added to their delivery route. The post office will then determine your city and your zip code according to their delivery route.

Should there be anything else our office may assist with, please do not hesitate to contact me at (218) 726-2938.

Sincerely,

A handwritten signature in black ink that reads "Matt Goodman".

Matt Goodman | GIS Specialist
St. Louis County Sheriff's Office
218-726-2938 | office
goodmanm@stlouiscountymn.gov

Jodi Knaus

From: David Skelton <davidskelton103@gmail.com>
Sent: Friday, September 16, 2022 12:36 PM
To: Jodi Knaus
Attachments: Water Supply Contingency Agreement_ IRRR Quarry Golf Course-fnlexec.pdf

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jodi here is the final document from IRRR. It is ready for Doug to sign and then forward to IRRR for their signature. Thanks if you have any questions give me a call.

Sent from my iPhone

Water Supply Contingency Plan Agreement

This Water Supply Contingency Plan Agreement ("**Agreement**") is being entered into by the East Range Water Board, a Minnesota joint powers entity created pursuant to Minnesota Statutes, Section 471.59 ("**ERWB**"), and the Department of Iron Range Resources and Rehabilitation, an administrative department of the State of Minnesota ("**IRRR**") and shall become an addendum to a Water Appropriations Permit that will be issued by the Minnesota Department of Natural Resources ("**DNR**") in support of ERWB's water project as described below.

Whereas, the ERWB has applied for a DNR Water Appropriations Permit to appropriate water from the Embarrass Pit (commonly referred to as "**Lake Mine**") for its municipal water source as a replacement for its existing water source and Water Appropriations Permit.

Whereas, the ERWB and the IRRR by this Agreement intend to specify the reasonable costs for which the ERWB will be responsible in the event that a need arises to mitigate adverse impacts to the IRRR's Quarry Golf Course's water intake facilities that directly result from the ERWB's use of Lake Mine as a water source.

Now, therefore, in consideration of the premises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ERWB and IRRR agree as follows:

TERMS

1. This Agreement will become effective upon the DNR's issuance of a Water Appropriations Permit in support of the ERWB Lake Mine municipal water source project, and will become an addendum to such Permit without further action from any party to this Agreement.
2. The ERWB and the IRRR agree that the ERWB will consult directly with IRRR personnel, or its representatives, to determine and agree upon a mitigation plan which shall be based on the direct impact of the ERWB's Permit on the Quarry Golf Course's water intake. As part of that plan, ERWB shall be responsible for the reasonable costs associated with implementation of any agreed upon mitigation plan for the Quarry Golf Course, including but not limited to relocating the IRRR's Quarry Golf Course's water intake pump station to a position where proper pumping is feasible.
3. The ERWB and the IRRR agree that ERWB's obligations under this Agreement are only for those impacts to the IRRR Quarry Golf Course's water intake caused directly by the ERWB's water appropriations under the rate and volume authorized under the Water Appropriations Permit to be issued by the DNR. ERWB shall not be responsible for any impacts caused by any other water appropriations from Lake Mine. Any impacts that result from any amendment to the Water Appropriations Permit that increases the appropriation rate and/or volume allowed under the existing Permit are specifically excluded from this Agreement.
4. Each Party shall bear its own expenses, including but not limited to legal fees, in connection with the negotiation, execution and performance of this Agreement.
5. No Party may assign or transfer, in whole or in part, any of its binding rights, obligations, duties or responsibilities provided for herein without written consent of the other party.
6. This Agreement shall be governed by the laws of the State of Minnesota, excluding its conflict of laws provisions. Any dispute that cannot be amicably resolved through consultation of the parties shall be brought in a court of competent jurisdiction in Minnesota. Nothing in this agreement shall

prevent the parties from utilizing the DNR's dispute process provided in MN Rules 6115.0730 – Well Interference Problems Involving Appropriation.

7. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings, whether written or oral with respect to the matters discussed herein. No change in or addition to any of the terms or conditions of this Agreement shall be binding upon a Party unless in a writing signed and delivered by an officer of each Party intending to be bound by such change or addition. The ERWB acknowledges and agrees that it has undertaken the necessary approval process including obtaining authority by any representative body of the ERWB to execute this agreement and agrees to have the ERWB bound by its terms. Each Party acknowledges and agrees that in entering into this Agreement it has not relied upon and is not relying upon any representation, warranties, or other statements whatsoever, whether written or oral other than those expressly set out in this Agreement and that it will not have any right or remedy arising out of any representation, warranty, or other statement not expressly set out in this Agreement.
8. This agreement may be terminated at any time by the written agreement of all Parties. Upon approval by the DNR, ERWB shall have the right to terminate this agreement after drawdown occurs and water levels in Lake Mine have stabilized, as shown by Lake Mine water level data.

East Range Water Board

Department of Iron Range Resources and Rehabilitation

By: _____

By: _____

Name: Douglas J. Gregor

Name: Mark R. Phillips

Title: Chair

Title: Commissioner