

NONEXCLUSIVE
MATERIAL PIT LEASE

Pit No. _____
County _____
District _____

Date: _____, 20 ____

For and in consideration of the agreements set forth herein, _____

_____, as the Owners (whether singular or plural), hereby grant to the State of Minnesota (State), acting through the Commissioner of Transportation, the right to enter upon and use the following described real property in _____ County, Minnesota, hereinafter referred to as the Pit:

of Section _____, T. _____ N., R. _____ W., of the ____ th P.M.

This right of entry and use is for the purpose of investigating, testing, and removing therefrom earth, gravel and any or all materials required for use in the construction and maintenance of public highways for a period of two (2) years from the date stated above. At the option of the State, this lease may be renewed for _____ additional two (2) year period (s) after the termination date, by giving written notice to the Owners at the above address, mailed not less than thirty days prior to the termination date.

It is understood between the parties hereto that the State may assign the rights herein without prior consent of the Owners. The Owners agree to permit such assignees to remove materials from the Pit in accordance with the terms and provisions of this agreement.

The Owners hereby grant to the State and its assigns, the rights of ingress to and egress from the Pit by right of way across other lands of the Owners. Said right of way shall follow such course as is reasonably necessary for convenient access to the Pit. Said course may be improved and maintained by the State or its assigns in such a manner and at such times as may be reasonably necessary for the transportation of equipment and materials to and from the Pit.

Payments for materials taken under this agreement shall be based on records kept by the Commissioner of Transportation. Payment shall be made, at the State's election, by the State or the State's assignee. The Owners shall accept payments from the State's assignee in lieu of payment from the State, and will promptly inform the State if such assignee fails to make prompt payment. Payments will be made at the rate shown in the table below, and such payments are conditioned upon the Owners providing satisfactory proof of marketable title, free and clear of all encumbrances.

Common Borrow	Granular Borrow	Aggregate	Topsoil	Rock	Measure
					per cubic yard, loose volume
					per cubic yard, excavated volume
					per cubic yard, compacted volume
					per ton

ENGLISH/METRIC CONVERSION

To convert price per cubic yard to price per cubic meter, multiply the price per cubic yard by 1.308.
To convert price per ton (2000 lb.) to price per metric ton, multiply the price per ton (2000 lb.) by 1.102.

The State or its assigns shall dispose of all waste materials accumulated by reason of its operations in removing the materials from the Pit as follows:

The Owners hereby release the State and its assigns from all claims whatsoever in the use of or damage to other lands and property of the owner resulting from the use of the Pit and the right of way when such use has been in accordance with the terms of this agreement.

OWNERS

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COMMISSIONER OF TRANSPORTATION

By: _____
Assistant District Engineer

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

(Notary Seal)

NOTARY PUBLIC

My Commission expires: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____ to me known to be the _____ Assistant District Engineer acting for the Commissioner of Transportation of the State of Minnesota, and the person described in and who executed the foregoing instrument in behalf of the State of Minnesota and the Commissioner of Transportation, and acknowledged that he executed the same as the free act and deed of the State of Minnesota.

(Notary Seal)

NOTARY PUBLIC

My commission expires: _____

Approved as to form and execution by the Minnesota Department of Transportation, Office of Contract Management

By: _____
Contract Administrator

This instrument was drafted by the State of Minnesota Department of Transportation, Office of Materials, Aggregate Unit, St. Paul, Minnesota 55109.