



ITASCA COUNTY REGIONAL RAILROAD AUTHORITY

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



Tuesday, February 14, 2023

2:00 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:00 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:00 PM
Terry Snyder	District #2	Present	2:00 PM
John Johnson	District #3	Present	2:00 PM
Burl Ives	District #4	Present	2:00 PM
Casey Venema	District #5	Present	2:00 PM

II. ADDITIONS/CORRECTIONS TO THE AGENDA

Motion To: Add Item #4.4 (Mesabi Bike Trail License Renewal) and approve the agenda, as amended.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

III. APPROVE OF MINUTES

Motion To: Approve the minutes of the Tuesday, January 10, 2023 Regional Railroad Authority meeting.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. DISCUSSION / INFORMATIONAL

1. Snowmobile Trail License Renewal

Motion To: Approve renewal of the Recreational Snowmobile Trail License with Glacier Park Iron Ore Properties, LLC (GPIOP) in sections 26 and 27 of T57N-R22W and authorize necessary signatures.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

2. Future Use of Rail Discussion

Commissioners discussed possibilities for future use of County rail infrastructure.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Project Update

No project update provided.

4. Mesabi Bike Trail License Renewal

Motion To: Approve renewal of the Mesabi Bike Trail License with Glacier Park Iron Ore Properties, LLC (GPIOP) and authorize necessary signatures.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. ADJOURN

Chair Ives adjourned the meeting at 2:18 PM.

ATTEST



Amanda Schultz
Deputy Clerk of the County Board



Burl Ives
Chair, Regional Railroad Authority



February 14, 2023

Chair:

PULL: None

ADDITIONS:

1. Item #4.4 (Mesabi Bike Trail License Renewal)

CHANGES: None

INFORMATIONAL: None



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Itasca County Courthouse
123 NE 4th Street
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Tuesday, January 10, 2023

2:00 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 2:00 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:00 PM
Terry Snyder	District #2	Present	2:00 PM
John Johnson	District #3	Present	2:00 PM
Burl Ives	District #4	Present	2:00 PM
Casey Venema	District #5	Present	2:00 PM

II. ELECTION OF OFFICERS

Chair Snyder called for nominations for Chair of the Itasca County Regional Railroad Authority for the year 2023.

Commissioners Snyder and Venema nominated Commissioner Burl Ives.

After calling for more nominations, Chair Snyder called for the question.

Motion To: Cast a unanimous ballot for Commissioner Ives as Chair of the Itasca County Regional Railroad Authority for the year 2023.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

The gavel was turned over to the new 2023 Chair, Commissioner Ives.

Chair Ives called for nominations for Vice-Chair of the Itasca County Regional Railroad Authority for the year 2023.

Commissioners Venema and Johnson nominated Commissioner Terry Snyder.

After calling for more nominations, Chair Ives called for the question.

Motion To: Cast a unanimous ballot for Commissioner Snyder as Vice-Chair of the Itasca County Regional Railroad Authority for the year 2023.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

III. ADDITIONS/CORRECTIONS TO THE AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. APPROVE OF MINUTES

Motion To: Approve the minutes of the Tuesday, December 13, 2022 Regional Railroad Authority meeting.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. DISCUSSION / INFORMATIONAL

1. Project Update
No project update provided.

VI. ADJOURN

Chair Ives adjourned the meeting at 2:06 PM.

ATTEST

Amanda Schultz
Deputy Clerk of the County Board

Burl Ives
Chair, Regional Railroad Authority



**ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY**

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

IV.1.

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2897

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson, Kory Cease

AGENDA ITEM:

Snowmobile Trail License Renewal

BOARD ACTION REQUESTED:

Approve renewal of the Recreational Snowmobile Trail License with Glacier Park Iron Ore Properties, LLC (GPIOP) in sections 26 and 27 of T57N-R22W and authorize necessary signatures.

BACKGROUND:

The trail license is required to cross GPIOP lands for establishing a snowmobile trail on the Mesabi Trail corridor between Nashwauk and Keewatin. There currently is an agreement in place with GPIOP for the Mesabi Bike Trail, and this agreement allows snowmobile use on the same trail corridor.

SUPPORTING DOCUMENTATION:

1. Misc. #1386 GPIOP Signed 20200511
2. Misc 1386 - 20230120 extension
3. Misc 1386 - 20230120 FULLY EXECUTED

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

RECREATIONAL SNOWMOBILE TRAIL LICENSE AGREEMENT

This RECREATIONAL TRAIL LICENSE AGREEMENT is made and entered into on this 11th day of May, 2020, by and between Glacier Park Iron Ore Properties, LLC, hereinafter called the "Licensor", and the Itasca County Railroad Authority hereinafter called "Licensee".

WITNESSETH

WHEREAS, Licensor has certain ownership rights in the premises more particularly described in Exhibit "A" attached hereto and forming part of this agreement (the "Licensed Premises"); and

WHEREAS, Licensee is interested in developing a recreational snowmobile trail on, over, through, and across part of the land described on Exhibit A and as depicted on Exhibit B (in Section 26 & 27 of T57N R22W); and

WHEREAS, Licensee has requested permission to construct, maintain, repair, and operate a forty foot (40') wide trail through and across the Licensor's Premises for the purpose of constructing, maintaining, repairing and operating the recreational snowmobile trail.

WHEREAS, Licensor, as successor to Great Northern Iron Ore Properties and party to that particular Recreational Trail License agreement dated January 1st, 1999 ("Agreement"), and Licensee acknowledge this Recreational Trail License ("License") takes exception to said Agreement insofar as motorized vehicle use is concerned and hereby mutually agree to allow said exception for the duration of this License and all future amendments thereto.

WHEREAS, Licensor has leased certain parcels contained in Exhibit A, and crossed by the lands described in Exhibit B to Hibbing Taconite Company and United States Steel Corporation. The land subject to the Hibbing Taconite Company lease is described as follows:

Southeast of the Southwest (SE-SW), Section Twenty-seven (27), Township Fifty-seven (57) North, Range Twenty-two (22) West. Itasca County parcel number 95-027-3400.

("Hibbing Taconite Land")

The land subject to the United States Steel Corporation lease is described as follows:

Northwest of the Southeast (NW-SE), less the easterly 825 feet, Section Twenty-six (26), Township Fifty-seven (57) North, Range Twenty-two (22) West. Itasca County parcel number 95-026-4200.

("US Steel Corporation Land")

The parties agree that no construction, maintenance or use of the Hibbing Taconite Land or the US Steel Corporation Land can occur by Licensee before Licensee obtains approval from Hibbing Taconite Company and United States Steel Corporation. Licensee must provide Licensors evidence of such approvals, in a form satisfactory to Licensors, prior to any construction, maintenance or use of these lands by Licensee.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, to be observed and performed by the Licensee, Licensors hereby licenses to the Licensee, only insofar as Licensors has a legal right to do so, to construct, maintain, operate, and repair a forty foot (40') wide trail across the Licensors's Premises in the approximate location of the trail marked in red on the map of the Licensors's Premises attached hereto as Exhibit "B", and forming part of this agreement and, subject to all of the provisions hereinafter set forth, for a period of three (3) years, commencing at 12:00 a.m. on January 1, 2020, and terminating at 11:59 p.m. on December 31, 2022, subject to Licensors's rights of termination as hereinafter provided, it being understood and agreed, however, that the Licensee shall not, by virtue hereof, acquire, and this License does not grant to the Licensee, any right, title or interest, legal or equitable, in the Licensed Premises except as specifically granted herein.

1. The license herein is made expressly subject to all existing rights-of-way occupied or granted upon, over or across the Licensed Premises and to all other public and private rights existing in and to the Licensed Premises as of the date hereof, and to the following reservations, restrictions, limitations and conditions:

- a. The Licensee shall only use the Licensed Premises solely for the purposes herein set forth and for no other purposes whatsoever and, except as provided in section 2 (b) and 2(c) of this agreement, the Licensee shall not grant to others the right to use the Licensed Premises, or any part thereof, without the prior written consent of the Licensor.
 - b. This License shall not be construed to be a covenant on the part of the Licensor for quiet enjoyment, it being understood that the Licensor undertakes to grant this permission only to the extent of its interest in and to the said premises, as the same may appear, and only insofar as it has the legal right to do so; and
 - c. It is understood that the Licensee shall, prior to its use and occupancy of the Licensed Premises, obtain all necessary licenses and permissions therefore from the proper public authorities, and the said use and occupancy thereof and all operations hereunder shall be conducted in strict compliance with all laws applicable thereto and with all rules and regulations promulgated, adopted and published by any commission or other governmental body having authority in the matter.
2. The Licensee, in consideration of the license granted herein, covenants and promises as follows:
 - a. To exercise the license in a suitable and proper manner and at no cost and expense to the Licensor. Licensee agrees that it shall without cost to Licensor (except as Licensor may voluntarily contribute) be responsible for all necessary maintenance work upon the Licensed Premises, policing the Licensed Premises and keeping the same in a neat and orderly condition. Licensor shall have no responsibility for the condition of the Licensed Premises or for policing the safe and proper use of the recreational snowmobile.
 - b. To post such directional and informational signs on the Licensed Premises in a manner consistent with signage guidelines found in the MN DNR "Trail Planning, Design, and Development Guidelines" manual as hereafter amended. Licensee shall have the right to layout, mark, develop, improve and maintain the recreational snowmobile trail within the Licensed Premises; to make topographical changes for the necessity and convenience of constructing the grant-in aid recreational snowmobile trail; to post signs marking the Licensed Premises; to manage vegetation, through selective planting or removal of trees or plant species; and to designate any and all the aforementioned rights to the duly

organized non-profit organizational club(s) designated through the Minnesota Trails Assistance Program.

- c. To allow members of the general public access to and use of the Licensed Premises without charge for the purpose of snowmobile trail riding.
- d. To protect the Licensed Premises and to keep the title free and clear of and from any and all mechanics', laborers', materialmen's, or other liens, claims, clouds and encumbrances in any manner arising from or growing out of any use or occupancy of or any work or operation conducted upon or in connection with the Licensed Premises, or any part thereof, by or on behalf of Licensee.
- e. Not to assign this License or any of the privileges herein granted without the prior written consent of the Licensor except that the Licensee may allow use of the trail by others solely for the purposes allowed under this Recreational Trail License.

3. Licensor and Licensee also agree as follows:

- a. Licensor grants this License and Licensee accepts this License for the purpose of allowing public use of the Licensed Premises without charge for recreational purposes within the meaning of Minn. Stat. Sec. 604A.20 through Minn. Stat. Sec. 604A.27, with the intention that Licensor and Licensee shall thereby be immune from liability in accordance with said sections.
- b. Subject to the provisions and liability limitations of Minnesota statutes chapter 466.04 now or as hereafter amended and other applicable law and statutes, without intending to waive either party's statutory immunity from liability under Minn. Stat. Sec. 604A.20 through Minn. Stat. Sec. 604A.27, Licensee agrees to assume and hereby does assume, as between Licensee and Licensor, any and all liability for injury to or death of persons and loss or destruction of or damage to property, including said Licensed Premises, in any manner arising from or growing out of or alleged to have arisen from or grown out of the occupation, entry, and use of the Licensed Premises, or any part thereof, by or under Licensee, however such injury, death, loss, destruction or damage may occur or be caused, and to make good any damage to the property of the Licensor resulting from the entry, occupation and use, authorized or not, of the Licensed Premises or any part thereof by or under Licensee, it being the intent and purpose of this License that no additional risk or liability is assumed by the Licensor;
- c. Subject to the provisions and liability limitations of Minnesota statutes chapter 466.04 now or as hereafter amended and other applicable law and statutes,

Licensee agrees to release, discharge, protect, defend, indemnify, save and hold harmless the Licensor of and from any and all claims, demands, suits, actions, causes of actions, damages, losses, recoveries, judgments, costs and expenses whatsoever, which shall or may be caused or occasioned by or result from any use or occupancy of the Licensed Premises by or under Licensee. If Licensor requests specific counsel under this provision, Licensee will make a good faith effort to retain that counsel so long as not prohibited by other law, requirement, or agreement;

- d. Licensee agrees to release and discharge the Licensor of and from any and all claims for damages to or destruction of the said Licensed Premises, or any part thereof, in any manner caused by or under the Licensor, whether the same be due to the negligence of the Licensor, its officers, representatives, agents or employees, or otherwise, or arising from any other cause whatsoever.
- e. Licensor and Licensee agree that Licensee's obligation under this Recreational Trail License to release, discharge, protect, indemnify, save, and hold harmless Licensor shall not apply where Licensor has willfully taken action to cause injury so as to deprive the parties of the statutory immunity from liability afforded by Minn. Stat. Sec. 604A.20 through Minn. Stat. sec. 604A.27.
- f. This Section 3 shall not be construed so as to create any liability on the part of the Licensee or the Licensor for which either of them would otherwise be immune from liability, or be subject to limitations of liability, under applicable Minnesota Statutes.
- g. Notwithstanding any other provision of this Recreational Trail License, Licensee's liability to Licensor shall be limited as provided in this Paragraph 3(g).

Licensee shall procure and maintain liability and umbrella liability insurance, naming Licensor as an additional insured, with limits of \$1,000,000 per person, \$1,000,000 per occurrence, and umbrella liability coverage of \$5,000,000 The total liability, in the aggregate, of Licensee, its officers, employees, agents, and any of them, to Licensor and anyone claiming by, through or under Licensor, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the recreational trail project which is the subject of this Recreational Trail License, from any cause or causes, including but not limited to the negligence, errors, omissions, strict liability or breach of contract or warranty express or implied of Licensee or Licensee's officers, employees or

agents or any of them, shall not exceed the total insurance proceeds paid on behalf of or to Licensee by Licensees insurers in settlement or satisfaction of claims of Licensor or third parties, or any of them, under the terms and conditions of Licensee's insurance policies applicable thereto. If no insurance coverage is provided with respect to a claim, then the total liability, in the aggregate, of Licensee and Licensee's officers, employees, agents, and any of them, to Licensor and anyone claiming by, through or under Licensor, for any and all such uninsured claims shall not exceed \$1,000,000.

4. At any time, in Licensor's sole and exclusive discretion, for any reason or no reason, and at Licensor's convenience, Licensor may terminate this Recreational Trail License, as to the whole or any part of the Licensed Premises, by providing Licensee with six (6) months advance written notice of intent to terminate, and, upon the expiration of said six (6) months, this Recreational Trail License and any and all rights and privileges granted hereunder shall terminate. Termination of this Recreational Trail License for any reason whatsoever shall not relieve Licensee from any of Licensee's responsibilities, liabilities or obligations arising out of actions or events occurring prior to the effective date of such termination. Any delay on the part of Licensor in enforcing any of the provisions of this Recreational Trail License shall not constitute a waiver by the Licensor of its rights hereunder; and a waiver by the Licensor of a default shall not be deemed a waiver of any subsequent default of the License.
5. Upon receiving notice from Licensor of Licensor's intent to terminate this Recreational Trail License for the whole or any part of the Licensed Premises, Licensee, at its own cost and expense, shall, as promptly as possible, but in any event within ninety (90) days after receiving the Licensor's notice of intent to terminate, remove all property and material which Licensee has, under this Recreational Trail License or otherwise, erected, constructed or placed upon the Licensed Premises and Licensee shall restore and leave the same in a neat and proper condition. Should the Licensee, for any reason whatsoever, fail within the ninety (90) day period to remove any of said property and material from the Licensed Premises, then and in that event, the Licensor, without further notice to the Licensee, shall have the right to cause the Licensed Premises to be placed in such neat and proper condition at the cost and expense of the Licensee or Licensor may appropriate said property and material to its own use without compensation to the Licensee or to any other party, and Licensee hereby agrees to reimburse and pay the Licensor for any and all loss, cost, and expense so sustained and incurred.

6. Whenever it is necessary or proper to deliver upon either party to this License a written notice or other instrument, delivery thereof shall be binding upon such party if sent by registered or certified mail, properly addressed to such party at its last known business office, which, in the absence of written notice to the contrary, shall be understood to be:

Licensors: Glacier Park Iron Ore Properties, LLC
 801 East Howard Street
 PO Box 429
 Hibbing, MN 55746

Licensee: Itasca County Railroad Authority
 c/o Itasca County Administrator
 123 NE 4th Street
 Grand Rapids, MN 55744

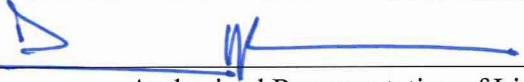
Such notice shall be effective upon the date of mailing or the date of personal delivery, as the case maybe.

7. This License and all of the terms and provisions hereof shall extend to, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this instrument to be duly executed as of the day and year first above written

Dated this 11TH day of May, 20 .

GLACIER PARK IRON ORE PROPERTIES, LLC.


Authorized Representative of Licensor

Print name: David D. Sullivan

Print title: President

LICENSEE - ITASCA COUNTY RAILROAD AUTHORITY

Authorized Representative of Licensee

Print name: _____

Print title: _____

EXHIBIT A

RECREATIONAL TRAIL LICENSE
GLACIER PARK IRON ORE PROPERTIES, LLC. PARCEL LIST

- Northeast of the Southeast, (NESE) Less 825' of Section 26, Township 57N, Range 22W. (Parcel Number 95-026-4200).
- Southeast of the Southwest (SESW) of Section 27, Township 57N, Range 22W. (Parcel Number 95-027-3400).

This map displays Section 26, which is divided into several land parcels. The parcels are labeled with their quarter-section designations and the year 2022: NENE 27-57-22, NWNW 26-57-22, NENW 26-57-22, SWNW 26-57-22, SENW 26-57-22, NESW 26-57-22, NWSE 26-57-22, SESW 26-57-22, NENW 35-57-22, NWNE 35-57-22, SENW 35-57-22, and SWNE 35-57-22. A red line highlights a specific parcel boundary within the SESW 26-57-22 quarter. A dashed line runs diagonally across the section. Highway 169 is shown as a blue line running diagonally from the bottom left towards the top right. The map also shows O'Brien Reservoir to the north and Keewatin to the east. The section number 26 is prominently displayed in the center.



Glacier Park
Iron Ore Properties
1 inch = 800 feet

Licensed Trail

GPIO Properties

O'Brien Reservoir

Snowmobile Trail

EXHIBIT B

Recreational Trail License

Date: 04/01/2020

GLACIER PARK IRON ORE PROPERTIES LLC

801 EAST HOWARD STREET

P.O. Box 429

HIBBING, MINNESOTA 55746

(218) 262-3886

January 20, 2023

Itasca County Land Department
Itasca County Railroad Authority
1177 LaPrairie Ave.
Grand Rapids, MN 55744

RE: Misc. #1386 Letter Extension

By an Agreement dated May 11, 2020, and effective January 1, 2020, (said "Snowmobile Agreement"), Glacier Park Iron Ore Properties LLC (GPIOP), formerly Trustees Great Northern Iron Ore Properties ("Licensors"), granted Itasca County Railroad Authority ("Licensee") a revocable license until December 31, 2022, permitting the Licensee to enter upon surface lands incorporated into said Snowmobile Agreement as "Exhibit A" and "Exhibit B", all situated in the County of Itasca, State of Minnesota ("Licensed Premises"), fully executed by the Licensee and Licensors, for the purpose of constructing, maintaining and operating a recreational snowmobile trail ("Licensed Trail") across parts of the Licensed Premises as described in "Exhibit B" of the Snowmobile Agreement.

As Licensee, you have requested that the term of said Agreement be extended for a period of five (5) years, until December 31, 2027. GPIOP, hereby grants the requested extension, effective January 1, 2023, with the following modification to the insurance requirements in Section 3(g):

- Licensee will continue to maintain \$5 million in liability coverage;
- Licensee will procure and provide proof to Licensors of coverage for Workers Compensation, Pollution Liability, and Auto Liability;
- Licensee will require all subcontractors to maintain like policies and will provide proof to Licensors upon request.
- The parties agree that no construction, maintenance or use of the Hibbing Taconite Land or the US Steel Corporation Land can occur by Licensee before Licensee obtains approval from Hibbing Taconite Company and United States Steel Corporation. Licensee must provide Licensors evidence of such approvals, in a form satisfactory to Licensors.

In all other respects except as amended herein, said Snowmobile Agreement dated May 11, 2020, shall remain in full force and effect.

This letter agreement may be executed in one or more counterparts and scanned signatures or electronic signatures shall be deemed as good as an original signature.

Your return to GPIOP of a signed approval of this letter will constitute an acceptance of this time limit extension, modification, and a reaffirmation of all other terms, conditions and obligations set forth in said Snowmobile Agreement incorporated herein, and shall remain in full force and effect until termination or until otherwise further amended by the parties in writing, effective January 1, 2023.

Yours very truly,

LICENSORS:

GLACIER PARK IRON ORE PROPERTIES LLC

By: 

David Schlagel, President

Accepted and approved on Jan 20, 2023

LICENSEE:

ITASCA COUNTY RAILROAD AUTHORITY

By: _____

Printed Name: _____

Title: _____

Accepted and approved on _____

GLACIER PARK IRON ORE PROPERTIES LLC

801 EAST HOWARD STREET

P.O. Box 429

HIBBING, MINNESOTA 55746

(218) 262-3886

January 20, 2023

Itasca County Land Department
Itasca County Railroad Authority
1177 LaPrairie Ave.
Grand Rapids, MN 55744

RE: Misc. #1386 Letter Extension

By an Agreement dated May 11, 2020, and effective January 1, 2020, (said "Snowmobile Agreement"), Glacier Park Iron Ore Properties LLC (GPIOP), formerly Trustees Great Northern Iron Ore Properties ("Licensors"), granted Itasca County Railroad Authority ("Licensee") a revocable license until December 31, 2022, permitting the Licensee to enter upon surface lands incorporated into said Snowmobile Agreement as "Exhibit A" and "Exhibit B", all situated in the County of Itasca, State of Minnesota ("Licensed Premises"), fully executed by the Licensee and Licensors, for the purpose of constructing, maintaining and operating a recreational snowmobile trail ("Licensed Trail") across parts of the Licensed Premises as described in "Exhibit B" of the Snowmobile Agreement.

As Licensee, you have requested that the term of said Agreement be extended for a period of five (5) years, until December 31, 2027. GPIOP, hereby grants the requested extension, effective January 1, 2023, with the following modification to the insurance requirements in Section 3(g):

- Licensee will continue to maintain \$5 million in liability coverage;
- Licensee will procure and provide proof to Licensors of coverage for Workers Compensation, Pollution Liability, and Auto Liability;
- Licensee will require all subcontractors to maintain like policies and will provide proof to Licensors upon request.
- The parties agree that no construction, maintenance or use of the Hibbing Taconite Land or the US Steel Corporation Land can occur by Licensee before Licensee obtains approval from Hibbing Taconite Company and United States Steel Corporation. Licensee must provide Licensors evidence of such approvals, in a form satisfactory to Licensors.

In all other respects except as amended herein, said Snowmobile Agreement dated May 11, 2020, shall remain in full force and effect.

This letter agreement may be executed in one or more counterparts and scanned signatures or electronic signatures shall be deemed as good as an original signature.

Your return to GPIOP of a signed approval of this letter will constitute an acceptance of this time limit extension, modification, and a reaffirmation of all other terms, conditions and obligations set forth in said Snowmobile Agreement incorporated herein, and shall remain in full force and effect until termination or until otherwise further amended by the parties in writing, effective January 1, 2023.

Yours very truly,

LICENSORS:

GLACIER PARK IRON ORE PROPERTIES LLC

By: 

David Schlagel, President

Accepted and approved on Jan 20, 2023

LICENSEE:

ITASCA COUNTY RAILROAD AUTHORITY

By: 
Burl Ives (Feb 17, 2023 15:22 CST)

Printed Name: Burl Ives

Title: chair

Accepted and approved on Feb 17, 2023

Misc 1386 - 20230120

Final Audit Report

2023-02-17

Created:	2023-01-20
By:	Matthew Walto (mwalto@gpiop.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALhEiBqSOB-syqLBEC_7ao6wzW_DYp234

"Misc 1386 - 20230120" History

-  Document created by Matthew Walto (mwalto@gpiop.com)
2023-01-20 - 5:52:18 PM GMT- IP address: 63.142.32.134
-  Document emailed to Dave Schlagel (dschlagel@nrc-inc.com) for signature
2023-01-20 - 5:53:34 PM GMT
-  Email viewed by Dave Schlagel (dschlagel@nrc-inc.com)
2023-01-20 - 5:55:28 PM GMT- IP address: 146.75.175.0
-  Document e-signed by Dave Schlagel (dschlagel@nrc-inc.com)
Signature Date: 2023-01-20 - 5:55:46 PM GMT - Time Source: server- IP address: 208.185.160.200
-  Document emailed to Sara Thompson (sara.thompson@co.itasca.mn.us) for signature
2023-01-20 - 5:55:47 PM GMT
-  Email viewed by Sara Thompson (sara.thompson@co.itasca.mn.us)
2023-01-23 - 2:29:54 PM GMT- IP address: 207.171.101.27
-  New document URL requested by Sara Thompson (Sara.Thompson@CO.ITASCA.mn.us)
2023-02-01 - 6:06:06 PM GMT- IP address: 207.171.101.27
-  Email viewed by Sara Thompson (sara.thompson@co.itasca.mn.us)
2023-02-01 - 6:06:23 PM GMT- IP address: 207.171.101.27
-  New document URL requested by Sara Thompson (Sara.Thompson@CO.ITASCA.mn.us)
2023-02-14 - 8:22:37 PM GMT- IP address: 156.99.197.216
-  Email viewed by Sara Thompson (sara.thompson@co.itasca.mn.us)
2023-02-14 - 8:22:47 PM GMT- IP address: 156.99.197.216
-  Document signing delegated to Amanda Schultz (amanda.schultz@co.itasca.mn.us) by Sara Thompson (sara.thompson@co.itasca.mn.us)
2023-02-17 - 3:56:03 PM GMT- IP address: 207.171.101.27



Adobe Acrobat Sign

 Document emailed to Amanda Schultz (amanda.schultz@co.itasca.mn.us) for signature
2023-02-17 - 3:56:03 PM GMT

 Email viewed by Amanda Schultz (amanda.schultz@co.itasca.mn.us)
2023-02-17 - 3:58:17 PM GMT- IP address: 207.171.101.27

 Document signing delegated to burl.ives@co.itasca.mn.us by Amanda Schultz (amanda.schultz@co.itasca.mn.us)
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 Signer burl.ives@co.itasca.mn.us entered name at signing as Burl ives
2023-02-17 - 9:22:11 PM GMT- IP address: 156.99.197.216

 Document e-signed by Burl ives (burl.ives@co.itasca.mn.us)
Signature Date: 2023-02-17 - 9:22:13 PM GMT - Time Source: server- IP address: 156.99.197.216

 Agreement completed.
2023-02-17 - 9:22:13 PM GMT



**ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY**

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

IV.2.

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2922

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Future Use of Rail Discussion

BOARD ACTION REQUESTED:

Discussion

BACKGROUND:

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY**

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

IV.3.

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2857

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles, Matti Adam

AGENDA ITEM:

Project Update

BOARD ACTION REQUESTED:

None anticipated. Informational update on any/all current issues involving projects.

BACKGROUND:

N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY**

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

IV.4.

Tuesday, February 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2926

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson, Kory Cease

AGENDA ITEM:

Mesabi Bike Trail License Renewal

BOARD ACTION REQUESTED:

Approve renewal of the Mesabi Bike Trail License with Glacier Park Iron Ore Properties, LLC (GPIOP) and authorize necessary signatures.

BACKGROUND:

The trail license is required to cross GPIOP lands for the Mesabi Trail corridor between Coleraine and Keewatin. There is currently an agreement in place with GPIOP for the Mesabi Bike Trail that expired December 31, 2022. The agreements are renewed every 5 years.

SUPPORTING DOCUMENTATION:

1. Misc #1217 20230120
2. Glacier Park #1217 2017 License Renewal with Itasca County
3. Misc #1217 20230120 FULLY EXECUTED

RESULT:

APPROVED (5 TO 0)

MOVER:

Commissioner Terry Snyder

SECONDER:

Commissioner Casey Venema

AYES:

Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

GLACIER PARK IRON ORE PROPERTIES LLC

801 EAST HOWARD STREET
P.O. Box 429
HIBBING, MINNESOTA 55746
(218) 262-3886

January 20, 2023

Itasca County Land Department
Itasca County Railroad Authority
1177 LaPrairie Ave.
Grand Rapids, MN 55744

RE: Misc. #1217 Letter Extension

By an Agreement dated and effective January 1, 1999, as amended and extended (said "Agreement"), Glacier Park Iron Ore Properties LLC (GPIOP), formerly Trustees Great Northern Iron Ore Properties ("Licensors"), granted Itasca County Railroad Authority ("Licensee") a revocable license until December 31, 2015, permitting the Licensee to enter upon the following surface lands ("Licensed Premises"), and extended the term to December 31, 2016 by a letter dated November 5, 2015, further extended the term to December 31, 2017 by a letter dated November 14, 2016, and further extended the term to December 31, 2022 by a letter dated October 25, 2017, fully executed by the Licensee and Licensors, which Licensors own 100% surface fee interest unless otherwise indicated, as shown on the whiteprint map labeled "Exhibit A", "Exhibit B" and "Exhibit D" noted below and incorporated into said Agreement, all situated in the County of Itasca, State of Minnesota:

- Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$) of Section six (6), Township Fifty-six (56) North, Range Twenty-two (22) West (Exhibit D);
- Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ -SW $\frac{1}{4}$) of Section Twenty-seven (27), Township Fifty-seven (57) North, Range Twenty-two (22) West (Exhibit B);
- Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section Twelve (12), Township Fifty-six (56) North, Range Twenty-three (23) West (Exhibit D);
- Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section Twelve (12), Township Fifty-six (56) North, Range Twenty-three (23) West (Exhibit D);
- 50% surface fee interest of Lot One (1) (NW $\frac{1}{4}$ -NE $\frac{1}{4}$) of Section Thirteen (13), Township Fifty-six (56) North, Range Twenty-three (23) West (Exhibit D);
- Government Lot Two (2) (E $\frac{1}{2}$ -NW $\frac{1}{4}$) of Section Thirteen (13), Township Fifty-six (56) North, Range Twenty-three (23) West (Exhibit D);
- Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$ -NW $\frac{1}{4}$) of Section Thirteen (13), Township Fifty-six (56) North, Range Twenty-three (23) West (Exhibit D);

- 28.0494% surface fee interest of the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ -SW $\frac{1}{4}$) of Section Twenty-seven (27), Township Fifty-six (56) North, Range Twenty-four (24) West (Exhibit A); and the
- 50% surface fee interest of the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ -SW $\frac{1}{4}$) of Section Twenty-eight (28), Township Fifty-six (56) North, Range Twenty-four (24) West (Exhibit A).

for the purpose of constructing, maintaining and operating a non-motorized trail system ("Licensed Trail") across parts of the Licensed Premises.

As Licensee, you have requested that the term of said Agreement be extended for a period of five (5) years, until December 31, 2027. GPIOP, hereby grants the requested extension, effective January 1, 2023, with the following modification to the insurance requirements in Section 24:

- Licensee will increase liability coverage as defined in Section 24 to \$8 million;
- Licensee will procure and provide proof to Licensor of coverage for Workers Compensation, Pollution Liability, and Auto Liability; and
- Licensee will require all subcontractors to maintain like policies and will provide proof to Licensor upon request.

This letter agreement may be executed in one or more counterparts and scanned signatures or electronic signatures shall be deemed as good as an original signature.

In all other respects except as amended and modified herein, said Agreement dated January 1, 1999, as amended and extended, shall remain in full force and effect.

Your return to GPIOP of a signed approval of this letter will constitute an acceptance of this time limit extension and a reaffirmation of the terms, conditions and obligations set forth in said Agreement incorporated herein, and shall remain in full force and effect until termination or until otherwise further amended by the parties in writing, effective January 1, 2023.

Yours very truly,

LICENSORS:

GLACIER PARK IRON ORE PROPERTIES LLC

By:  _____
David Schlager, President

Accepted and approved on Jan 20, 2023

LICENSEE:

ITASCA COUNTY RAILROAD AUTHORITY

By: _____

Printed Name: _____

Title: _____

Accepted and approved on _____

GLACIER PARK IRON ORE PROPERTIES LLC

801 EAST HOWARD STREET
P.O. Box 429
HIBBING, MINNESOTA 55746
(218) 262-3886
FAX (218) 262-4295

October 25, 2017

IN DUPLICATE
(Misc. #1217)

Itasca County Land Department
Itasca County Railroad Authority
1177 LaPrairie Ave.
Grand Rapids, MN 55744

By an Agreement dated and effective January 1, 1999, as amended and extended (said "Agreement"), Glacier Park Iron Ore Properties LLC (GPIOP), formerly Trustees Great Northern Iron Ore Properties ("Licensors"), granted Itasca County Railroad Authority ("Licensee") a revocable license until December 31, 2015, permitting the Licensee to enter upon the following surface lands ("Licensed Premises"), and extended the term to December 31, 2016 by a letter dated November 5, 2015, and further extended the term to December 31, 2017 by a letter dated November 14, 2016, fully executed by the Licensee and Licensors, which Licensors own 100% surface fee interest unless otherwise indicated, as shown on the whiteprint map labeled "Exhibit A", "Exhibit B" and "Exhibit D" noted below and incorporated into said Agreement, all situated in the County of Itasca, State of Minnesota:

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- 50% surface fee interest of the Southeast quarter of the Southwest quarter (SE¼-SW¼) of Section Twenty-eight (28), Township Fifty-six (56) North, Range Twenty-four (24) West (Exhibit A).

for the purpose of constructing, maintaining and operating a non-motorized trail system ("Licensed Trail") across parts of the Licensed Premises.

As Licensee, you have requested that the term of said Agreement be extended for a period of five (5) years, until December 31, 2018. GPIOP, hereby grants the requested extension, effective January 1, 2018, under the terms and conditions set forth in said Agreement.

Your return to GPIOP of a signed approval of this letter will constitute an acceptance of this time limit extension and a reaffirmation of the terms, conditions and obligations set forth in said Agreement incorporated herein, and shall remain in full force and effect until termination or until otherwise further amended by the parties in writing, effective January 1, 2018.

Yours very truly,

LICENSORS:
GLACIER PARK IRON ORE PROPERTIES LLC

By: 
David Schlagel, President

Attest: 

Printed Name: Matt Gonzales

Accepted and approved this 14th day of Nov., 2017

LICENSEE:

ITASCA COUNTY RAILROAD AUTHORITY

By: Terry Snyder

Printed Name/Title: Terry Snyder, Chair

Attest: Amanda Schultz

Printed Name: Amanda Schultz, Deputy Clerk

GLACIER PARK IRON ORE PROPERTIES LLC

801 EAST HOWARD STREET

P.O. Box 429

HIBBING, MINNESOTA 55746

(218) 262-3886

January 20, 2023

Itasca County Land Department
Itasca County Railroad Authority
1177 LaPrairie Ave.
Grand Rapids, MN 55744

RE: Misc. #1217 Letter Extension

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Yours very truly,

LICENSORS:

GLACIER PARK IRON ORE PROPERTIES LLC

By: 

David Schlagel, President

Accepted and approved on Jan 20, 2023

LICENSEE:

ITASCA COUNTY RAILROAD AUTHORITY

By: 

Burl ives (Feb 21, 2023 17:08 CST)

Printed Name: Burl ives

Title: Commissioner chair

Accepted and approved on Feb 21, 2023

Misc #1217 20230120

Final Audit Report

2023-02-21

Created:	2023-01-20
By:	Matthew Walto (mwalto@gpiop.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5oV05D3u-AyQeBQqaipr_mYTF_8TaemJ

"Misc #1217 20230120" History

-  Document created by Matthew Walto (mwalto@gpiop.com)
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-  Document emailed to Dave Schlagel (dschlagel@nrc-inc.com) for signature
2023-01-20 - 5:46:42 PM GMT
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-  Document e-signed by Dave Schlagel (dschlagel@nrc-inc.com)
Signature Date: 2023-01-20 - 5:57:01 PM GMT - Time Source: server- IP address: 208.185.160.200
-  Document emailed to Sara Thompson (sara.thompson@co.itasca.mn.us) for signature
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-  Email viewed by Sara Thompson (sara.thompson@co.itasca.mn.us)
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Adobe Acrobat Sign

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 Email viewed by burl.ives@co.itasca.mn.us
2023-02-21 - 11:07:12 PM GMT- IP address: 156.99.197.216

 Signer burl.ives@co.itasca.mn.us entered name at signing as Burl ives
2023-02-21 - 11:08:21 PM GMT- IP address: 156.99.197.216

 Document e-signed by Burl ives (burl.ives@co.itasca.mn.us)
Signature Date: 2023-02-21 - 11:08:23 PM GMT - Time Source: server- IP address: 156.99.197.216

 Agreement completed.
2023-02-21 - 11:08:23 PM GMT

