



**ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY**

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



Tuesday, November 12, 2024

2:00 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Johnson called the meeting to order at 2:01 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:01 PM
Terry Snyder	District #2	Present	2:01 PM
John Johnson	District #3	Present	2:01 PM
	District #4	Vacant	
Casey Venema	District #5	Present	2:01 PM

II. ADDITIONS/CORRECTIONS TO THE AGENDA

Motion To: Pull Item #4.2 (Mesabi Trail Discussion) and approve the agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

III. APPROVE OF MINUTES

Motion To: Approve the minutes, as delineated below.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

1. Approve the minutes of the Tuesday, July 9, 2024 Regional Railroad Authority meeting.

IV. DISCUSSION / INFORMATIONAL

1. 2025 Schedule of Itasca County Regional Railroad Authority Regular Meetings

Motion To: Adopt the Resolution Re: Establishing the 2025 Regular Meeting Schedule and Special Meeting Notice Procedure of the Itasca County Regional Railroad Authority (ICRRA).

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

V. ADJOURN

Chair Johnson adjourned the meeting at 2:08 PM.

ATTEST

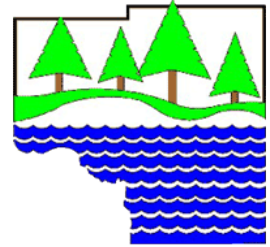
Amanda Schultz
Deputy Clerk of the County Board

John Johnson
Chair, Regional Railroad Authority



**ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY**

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



Thursday, December 12, 2024

12:30 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Johnson called the meeting to order at 12:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	12:30 PM
Terry Snyder	District #2	Absent	
John Johnson	District #3	Present	12:30 PM
	District #4	Vacant	
Casey Venema	District #5	Present	12:30 PM

II. DISCUSSION / INFORMATIONAL

1. Request for Retention of Outside Legal Counsel

Motion To: Authorize the retention of Mullins Law Group for legal guidance and counsel with issues related to the proposed use of rail lines over which ICRRA has jurisdiction and authority, and authorize the Chair to signed the proposed Engagement Letter.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

III. ADJOURN

Chair Johnson adjourned the meeting at 12:37 PM.

ATTEST

Amanda Schultz
Deputy Clerk of the County Board

John Johnson
Chair, Regional Railroad Authority



**ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY**

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

V.1.

Tuesday, January 14, 2025

REQUEST FOR BOARD ACTION: RBA-2024-517

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Private Crossing Agreement - MES Building

BOARD ACTION REQUESTED:

Authorize the execution by ICRRRA Chair of the MES Private Rail Crossing Agreement with Mesabi Metalics Company, LLC.

BACKGROUND:

There is an existing crossing located at approximate station 329+80 that was installed when the tracks were originally built. At the time, all crossing locations were selected to allow for access to each side of the tracks to roads and to facilitate movement through the mine site.

Mesabi Metalics Company has requested authorization to relocate the crossing at station 329+80 to approximate Station 298+00 near the MES Building. The existing crossing at station 329+80 is unusable for the current mine site layout and one is necessary near the MES building for improved access.

SUPPORTING DOCUMENTATION:

1. MES Building Crossing Agreement - Jan 2025 Draft
2. MES Building Crossing Agreement - Fully Executed

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

ITASCA COUNTY REGIONAL RAILROAD AUTHORITY
AGREEMENT FOR PRIVATE CROSSING

AGREEMENT, Made this 14th day of January, 2025 subject to the terms and conditions set forth herein between **Itasca County Regional Railroad Authority**, a regional railroad authority organized and existing as a political subdivision and local government unit under the laws of the State of Minnesota (hereinafter called "ICRRA"), its successors and assigns, party of the first part; and **Mesabi Metallics Company, LLC**, a Minnesota limited liability company, (hereinafter whether one or more persons or corporations called the "Licensee"), party of the second part.

RECITALS

The Licensee has requested of ICRRA permission to remove the existing timber crossing at station 329+80, which is not used, and relocate it at or near station 298+00 and cross, for private purposes, the rail corridor, and tracks of ICRRA at the location and in the manner shown upon the print hereto attached, marked "Exhibit A" and made a part hereof, which permission ICRRA is willing to grant upon conditions hereinafter set forth.

ARTICLE I

In consideration of the covenants of the Licensee hereinafter set forth, ICRRA hereby agrees to allow Licensee to construct and maintain, upon its rail corridor, except as set forth elsewhere herein, at the location shown on Exhibit A, an approved private road crossing (hereinafter the "Crossing") and gives Licensee a non-exclusive license and permission to enter upon and cross ICRRA's rail corridor and tracks. The Crossing shall include the crossing surface and all appurtenances thereto between the ends of railroad ties, cattle guards, farm gates or barriers, drainage facilities, traffic signs or devices, identification signs approved by ICRRA, whistling posts, or other appurtenances, if any.

This agreement shall be effective upon execution by both parties and shall continue indefinitely, subject to prior termination as hereinafter described.

ARTICLE II

In consideration of the foregoing license and permission given by ICRRA the Licensee hereby agrees:

1. Licensee shall remove the existing crossing at Station 329+80, at its own expense, and relocate it at or near station 298+00. If the existing timber crossing is damaged during removal, Licensee shall furnish a new timber crossing at its own expense. If the track at or near station 329+80 is damaged during the crossing removal, Licensee shall be responsible for all expenses related to restoring the tracks to their original condition. If ICRRA is required to incur any expenses relative to replacing the timber crossing or restoring the tracks to their original condition, Licensee agrees to reimburse ICRRA for said expenses within thirty (30) days after invoices are rendered for said expenses.
2. Licensee shall construct and maintain the Crossing to the plans, specifications and/or standards provided or approved by ICRRA. If ICRRA is required to incur any expenses relative to maintaining the Crossing, including, but not limited to, expenses incurred by ICRRA resulting from the necessity to remove and replace the Crossing in connection with resurfacing or maintaining ICRRA's right-of-way and tracks, Licensee agrees to reimburse ICRRA for said expenses within thirty (30) days after invoices are rendered for said expenses.
3. Licensee shall provide, at its own expense, and at all times when the rail corridor is in operation and the Crossing is in active use, a qualified flagger to provide control of vehicles or equipment using the Crossing. In the event Licensee cannot provide a qualified flagger, or when in the sole judgment of ICRRA it is necessary for ICRRA to provide qualified flagger protection, Licensee shall reimburse

ICRRA for all costs and expenses associated with providing said qualified flagger protection, and Licensee shall make payment within thirty (30) days after bills are rendered, therefore. The crossing is intended for regular vehicle circulation within the plant area. No mine truck vehicles are allowed to use this crossing.

4. Licensee, at its own expense, shall keep the rail flange ways of said Crossing clear of all snow, dirt, or any other obstructions whatsoever, which may accumulate by virtue of vehicles, equipment, or from machinery crossing thereover or otherwise, and shall remove and keep removed any vegetation along the rail corridor on each side of the Crossing so that the motorists' line of sight to approaching trains is not impaired or obstructed by vegetation.
5. Licensee agrees that under no circumstances will Licensee or Licensee's agents dig in or disturb the surface of ICRRA's corridor without written permission of ICRRA, except as may be required for the construction or maintenance of the Crossing.
6. Licensee is permitted to and shall construct and maintain, at its own expense, a roadway (to end of railroad ties) and related roadway drainage, as further detailed in Exhibit A, in a manner acceptable to ICRRA and safe for use by any vehicles or equipment.
7. Licensee shall keep any crossing gates, farm gates or barriers (consisting of a. bar, cable gate or chain between posts on both sides of the rail corridor and straddling the roadway), closed and securely fastened, except when being opened to allow access across said rail corridor.
8. Prior to removal of the existing timber crossing near station 329+80, five (5) days advance notice must be given to ICRRA's representative - Karin Grandia, Itasca County Engineer, at Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN 55744, telephone: 218-327-2853.
9. While this Agreement is personal to Licensee, it is recognized that there is a possibility of the Crossing being used by unauthorized persons, and said Licensee agrees that for the purposes of this agreement all persons using the Crossing shall be deemed the agents of the Licensee.
10. (a) Except as set forth in Section 9(b), Licensee shall indemnify and hold harmless ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by ICRRA) for all losses, damages, injuries, death and expenses, and claims under the Federal Employees Liability Act (45 U.S.C. 51), or any applicable safety act (45 U.S.C. 20101 *et al*), including lost profits, consultant and attorney fees, and environmental clean-up or remediation costs and expenses arising in any manner out of the failure of Licensee to take any action required by this Agreement, the condition of the Crossing or any equipment or property thereon, or any act or omission of Licensee, its employees, agents or contractors ("Licensee's Invitees") regardless of whether such loss, damage, injury, death or expense is caused or contributed to by the negligence of ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by ICRRA), except to the extent any such loss, damage, injury, death or expense is proximately caused by ICRRA's and/or ICRRA's agent's or contractors (including any rail operator designated by ICRRA) gross negligence or intentional misconduct.

(b) Whenever any Licensee or any of Licensee's Invitees make any claim for personal injury or death against ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by ICRRA) within the meaning of the Federal Employers' Liability Act (45 U.S.C. 51), or any applicable safety act, (45 U.S.C. 20101 *et al*) for any incident caused, wholly or in part, by property, equipment or condition belonging to or under the control of Licensee, or claims or alleges that he or she is an employee of

ICRRA or is furthering the operational activities of ICRRA, Licensee agrees to indemnify and hold harmless ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by the ICRRA) for all losses, damages, costs or expenses related to such claim, regardless of ICRRA's and/or ICRRA's agents or contractors (including any rail operator designated by the ICRRA) negligence.

(c) Notwithstanding the above, ICRRA and Licensee agree that, with respect to this Section 9, ICRRA's agents or contractors (including any rail operator designated by ICRRA) are third-party beneficiaries to this Agreement.

11. In the event of termination of this license as set forth in Article III, ICRRA may remove the Crossing and restore the rail corridor to the condition as of the date of this agreement at Licensee's expense and without incurring any liability to the Licensee. Licensee shall, within twenty (20) days after the bill is rendered therefor, reimburse ICRRA for all expense which ICRRA may incur in connection therewith.

12. (a) Licensee shall comply with all federal, state, and local environmental laws and regulations in its use of Crossing, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA). Licensee shall not release or suffer the release of oil or hazardous substances, as defined by CERCLA, on Crossing. Notwithstanding any other requirements in this Agreement, Licensee assumes all responsibility for the investigation and cleanup of such release and shall indemnify and defend ICRRA and/or its agents or contractors (including any rail operator designated by ICRRA) for all costs and claims, including consultant and attorney fees, arising in any manner out of such release or Licensee's failure to comply with environmental laws, regardless of ICRRA's negligence, except to the extent such costs or claims are proximately caused by ICRRA's affirmative negligent act, or its gross negligence or intentional misconduct.

(b) Licensee shall give ICRRA timely notice of any release, violation of environmental laws or inspection or inquiry by governmental authorities charged with enforcing environmental laws with respect to ICRRA's rail corridor as applicable to this agreement. Licensee also shall give ICRRA timely notice of all measures undertaken by or on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

(c) In the event that ICRRA receives notice from Licensee or otherwise of a release or violation of environmental laws which occurred or is occurring during the term of this Agreement with respect to ICRRA's rail corridor, ICRRA may require Licensee, at Licensee's sole expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation.

13. Licensee shall, at its sole cost and expense, procure and keep in place at all times during the term of this Agreement, and thereafter until the improvements are removed from the crossing, the following minimum insurance coverage, to be further documented in a Certificate of Liability Insurance to be provided to ICRRA prior to access and/or use of the Rail Line:

(a) Commercial General Liability insurance or Railroad Liability insurance, providing bodily injury, personal injury and property damage coverage, with minimum limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate, and specifically noting that any 50-foot Railroad Right of Way Contractual Liability Exclusion has been removed from the Commercial General Liability insurance policy. If that Contractual Liability Exclusion has not been removed, then in addition to the above, Railroad Protective Liability insurance, providing bodily injury, including death, personal injury, and property damage coverage with a limit of not less than \$5,000,000 for each incident and \$10,000,000 in aggregate is required. This insurance shall contain Broad Form Liability covering the indemnity provisions contained in this Agreement. If coverage is purchased on a "claims made" basis it shall provide for at least a one-year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Agreement be cancelled, unless replaced with a policy containing the same retroactive date as the policy being replaced.

(b) Workers Compensation and Occupational Disease insurance meeting the statutory requirements

of the State of Minnesota, and Coverage B, Employer's Liability insurance, with the following minimum limits:

\$1,000,000	Bodily Injury by Accident
\$1,000,000	Bodily Injury by Disease per employee
\$1,000,000	Bodily Injury by Disease policy Limit

(c) Commercial Automobile Liability insurance, with coverage including onsite and offsite operations, and owned, non-owned, or hired vehicles, in an amount not less than \$1,500,000 combined single limits.

(d) If the Commercial General Liability or Railroad Liability insurance policy contains an absolute pollution liability exclusion, a separate Pollution Liability policy in an amount not less than \$5,000,000 is required.

(e) Each policy (except Workers Compensation) shall be endorsed to include ICRRRA and Itasca County as additional insureds on a primary and non-contributory basis with respect to liabilities arising out of Licensee's obligations to ICRRRA and Itasca County in this Agreement. A waiver of subrogation against ICRRRA and Itasca County must be included on all the above policies.

(f) All risk insurance on the equipment of the Licensee, or in the Licensee's care, custody and control shall contain a waiver of subrogation of claims against ICRRRA and Itasca County.

(g) All insurance shall be placed with insurance companies licensed to do business in the State in which the Crossing is located, with a current Best's Insurance Guide Rating of A- and Class X, or better. Licensee shall provide, and thereafter maintain in effect, a current Certificate of Insurance evidencing such insurance. Each policy shall provide that it shall not be cancelled or materially changed unless at least thirty (30) days' prior written notice of cancellation or change shall have been mailed by the insurance company to ICRRRA at the address designated herein.

(h) If any portion of the activities to be conducted under this agreement is subcontracted, subcontractors must meet all applicable provisions of this Section.

(i) The furnishing of insurance required by this Section shall in no way limit or diminish the liability or responsibility of Licensee as provided under any Section of this Agreement.

ARTICLE III

1. Rights granted to the Licensee are subject and subordinate to the prior and continuing right and obligation of ICRRRA to use and maintain its entire rail corridor, and are also subject to the right and power of ICRRRA to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along, or across any or all parts of said rail corridor, any of which may be freely done at any time by ICRRRA without liability to the Licensee or to any other party for compensation or damages.
2. The Licensee's rights are also subject to all outstanding rights (including those in favor of the Licensee and others), and subject to any licenses or easements granted by ICRRRA, or of record, so long as such agreements do not materially interfere with Licensee's ability to use Crossing, and the right of ICRRRA to renew and extend same and are granted without covenant of title or quiet enjoyment.
3. It is expressly stipulated that the Crossing is to be a strictly private one, to be solely used for commercial use and is not intended for public use. The Licensee, without expense to ICRRRA, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road.
4. Licensee shall maintain the Crossing at all times to the specifications and standards provided or

approved by **ICRRA**.

5. (a) It is mutually agreed that this Agreement may be terminated by either party upon thirty (30) days notice in writing to be served upon the opposite party; and upon the expiration of the time specified in such notice this Agreement, and all rights and privileges of the Licensee thereunder shall absolutely cease. In addition, ICRRA may terminate this Agreement upon any breach or default of the terms of this Agreement if said breach or default is not remedied within thirty (30) days of ICRRA's written notice to Licensee of the breach or default. In either case, no termination hereof shall release the Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or, if later, the date when the Crossing is removed, and the rail corridor restored to its condition at the date of this agreement.

(b) Notwithstanding Section 5(a), should the use or maintenance of the Crossing by the Licensee at any time in any way materially interfere with rail operations, or create an unsafe or hazardous situation, ICRRA, in its sole discretion, may immediately close the crossing until such time as the interference, or unsafe or hazardous situation, is remedied by the Licensee to the satisfaction of the ICRRA. If ICRRA is required to remedy the interference, or unsafe or hazardous situation, Licensee agrees to reimburse ICRRA for any and expenses associated with said remedy within thirty (30) days after invoices are rendered for said expenses.
6. Any notice to be given by ICRRA to the Licensee hereunder shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid, addressed to the Licensee at Mesabi Metallics Company, LLC, 17113 Co. Rd. 58, Po Box 25, Nashwauk, MN 55746. Any notice to be given by the Licensee to ICRRA hereunder shall be deemed to be properly served if it be deposited in the United States mail, postage prepaid, addressed to Karin Grandia, Itasca County Engineer, 123 NE 4th Street, Grand Rapids, MN 55744.
7. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
8. It is understood and agreed that this Agreement shall not be placed of public record.
9. All the covenants and provisions of this Agreement shall be binding upon the heirs, legal representatives, successors and assigns of Licensee. No assignment by Licensee of any interest in this Agreement shall be binding upon ICRRA without the prior written consent of ICRRA in each instance.
10. Court jurisdiction regarding any disputes or action under this Agreement shall be in the District Courts of the State of Minnesota, without the right of removal to the United States District Courts, except with respect to matters that are under the exclusive jurisdiction of the Federal Courts of the United States, which shall be brought and/or defended in the Federal District Court sitting in Minneapolis, Minnesota. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to the principles of conflict of laws.
11. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.
12. The waiver by ICRRA of the breach of any provision herein by Licensee shall in no way impair the right of ICRRA to enforce that provision for any subsequent breach thereof.
13. This Agreement is the full and complete agreement between ICRRA and Licensee with respect to all matters relating to use of the Crossing and supersedes any and all other agreements between the parties hereto relating to use of the Crossing.

For Licensee:

Mesabi Metallica Company LLC

By: _____

Name: _____

Title: _____

Date: _____

For ICRRRA:

Itasca County Regional Railroad Authority

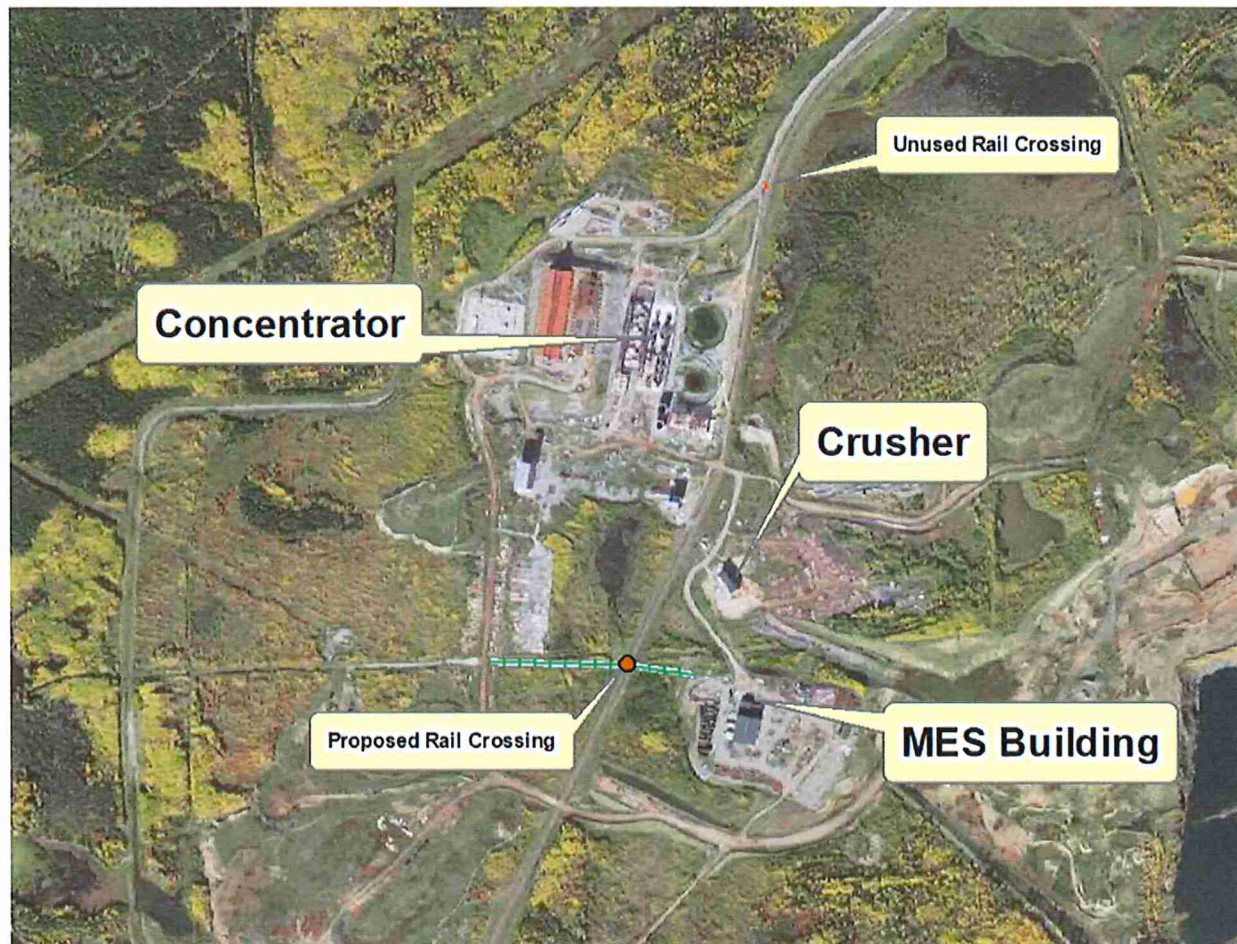
By: _____

Name: _____

Title: _____

Date: _____

Appendix A



MATERIAL & FABRICATION

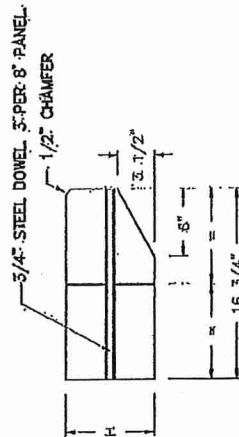
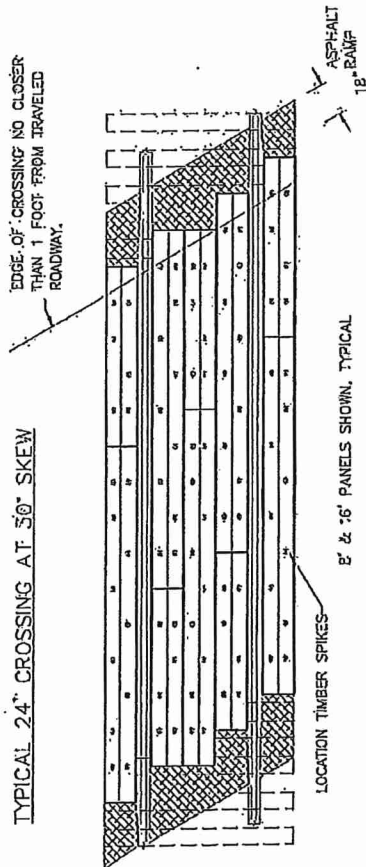
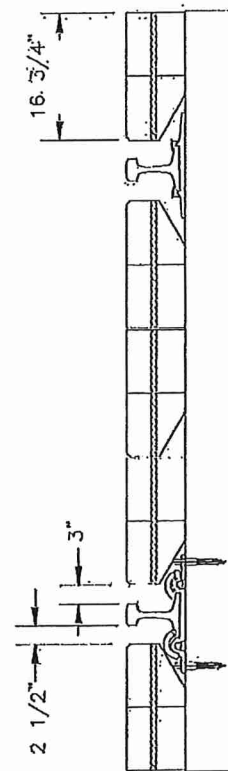
1. HARDWOOD PANELS TO BE TREATED (BNSF SPECIFICATIONS) MIXED HARDWOOD, FREE OF WANE.
2. BRANDING: EACH CROSSING PANEL SHALL BE IDENTIFIED ON THE END WITH MANUFACTURER ID, MO/YR MANUFACTURED, WEIGHT RAIL.

INSTALLATION

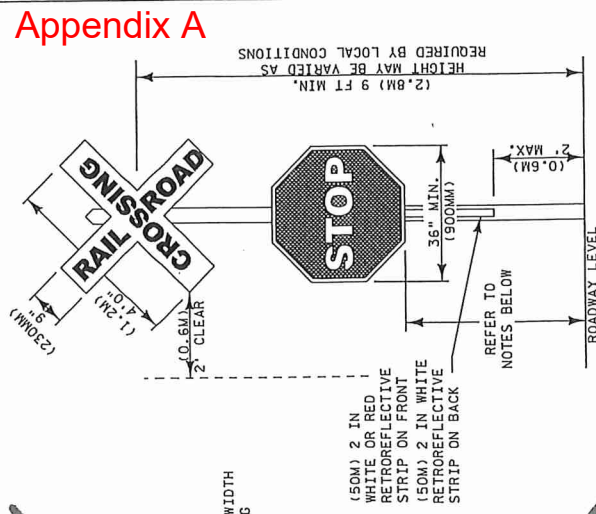
1. BALLAST THROUGH CROSSING AREA SHALL BE CLEAN CRUSHED ROCK BALLAST, 1/2" BELOW BOTTOM OF TIES, TOP OF BALLAST TO BE 2" BELOW TOP OF TIES.
2. TIES THROUGH CROSSING SHALL BE NO. 5 TREATED HARDWOOD-19 3/4" ON CENTERS, IN GOOD CONDITION.
3. IF REQUIRED BY GDM, PERFORATED DRAINAGE PIPE RECOMMENDED FOR PROPER DRAINAGE PER BNSF DWG. 2259.01.
4. ENDS OF CROSSING PANELS SHOULD BE CENTERED ON TIE.
5. WHEREVER POSSIBLE, WELDED RAIL JOINTS SHOULD BE LOCATED OUTSIDE THE CROSSING. RAIL WEIGHT, 112 LB, BEFORE NEW TIES AND CROSSING PANELS ARE INSTALLED.
6. PANELS SHALL BE HANDLED CAREFULLY, SLATTED AND STACKED ON LEVEL GROUND TO PREVENT WARPAGE.
7. PUBLIC CROSSINGS SHALL BE OF SUCH WIDTH AS PRESCRIBED BY LAW-BUT IN NO CASE SHALL THE WIDTH BE LESS THAN THAT OF THE ADJACENT TRAVELED ROADWAY PLUS 2 FEET.
8. 5/8" X 12" TWIN LEAD TIMBER SPIKES FURNISHED SEPARATELY.
9. 3/8" DIA. HOLES SHOULD BE BORED IN FIELD, TO PATTERN SHOWN.
10. GAUGE SIDE AND FIELD SIDE PANELS ARE INTERCHANGEABLE.
11. ALL CROSSING PANELS HAVE CLEARANCE FOR PANOROL PLATES AND CUPS.
12. USE OF 10" TIES IS REQUIRED IN HEAVILY RAIL TRAFFIC CROSSINGS SEE DWG. 2253.02.
13. PANELS ARE FURNISHED FOR ANY LENGTH CROSSING IN INCREMENTS OF 8' AND 16 FEET. THE ITEM NUMBERS LISTED BELOW COVERS THE REQUIRED PANELS BY THE TRACK FOOT.

WT. RAIL	DESCRIPTION	ITEM NUMBER
100 LB	8' FULL DEPTH PANEL (2 PCS. DOWELED)	059440995
115 LB	8' FULL DEPTH PANEL (2 PCS. DOWELED)	059440996N
115 LB	10' FULL DEPTH PANEL (2 PCS. DOWELED)	059440997N
136 LB	8' FULL DEPTH PANEL (2 PCS. DOWELED)	059440004N
136 LB	10' FULL DEPTH PANEL (2 PCS. DOWELED)	059440998N
	5/8" X 12" TWIN LEAD TIMBER SPIKE	51757095N

BNSF
RAILWAY
STANDARD PLAN
**TIMBER CROSSING PANELS
FOR LOW DENSITY RAIL TRAFFIC
ON 8'6" WOOD TIES**

 SCALE: NONE
 FILE OWNER: BNSF | DATE: JUNE 5, 2007
 REV: NO. 05 | DWG NO: 225302
**TWO PIECE PANEL**
 $H = 7'$ FOR: 100 LB RAIL
 $H = 7' 1/2''$ FOR: 115 LB RAIL
 $H = 8'$ FOR: 136 LB RAIL
**8'6" CROSS TIE**

Appendix A



NOTE:
(1.2M) 4" MIN FOR INSTALLATIONS OF STOP OR YIELD
SIGN ON EXISTING CROSSBUCK SIGN SUPPORT.
(2.1M) 7" MIN IN AREAS WITH PEDESTRIAN MOVEMENTS
OR PARKING

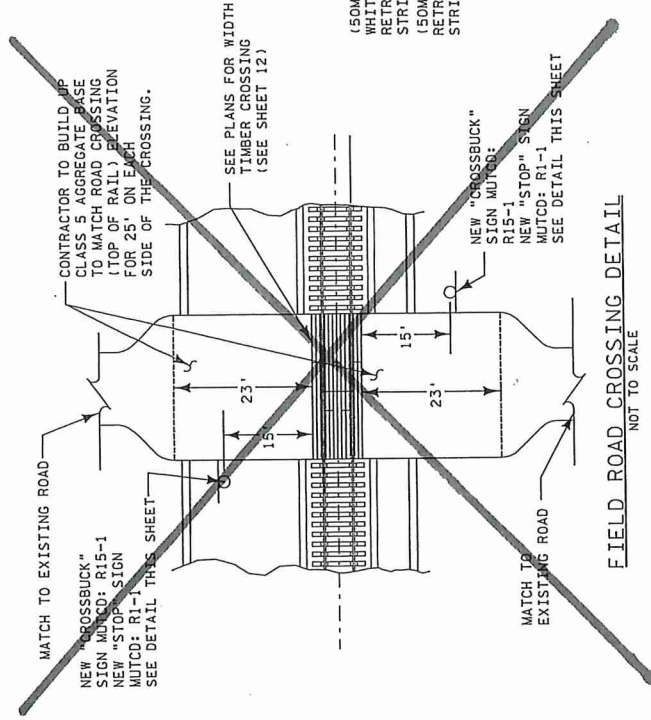
OR PARKING
CROSSBUCK AND STOP SIGN

DETAIL
NOT TO SCALE

FOR REFERENCE ONLY

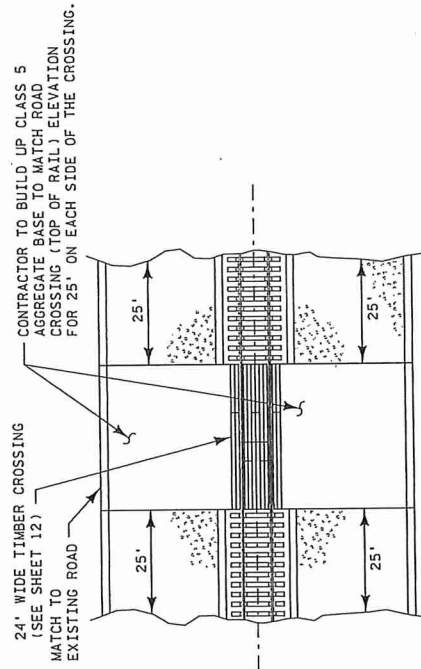
ITASCA COUNTY REGIONAL RAILROAD
AUTHORITY INDUSTRIAL RAIL SPUR

COUNTY, MINNESOTA
MS-2008-03

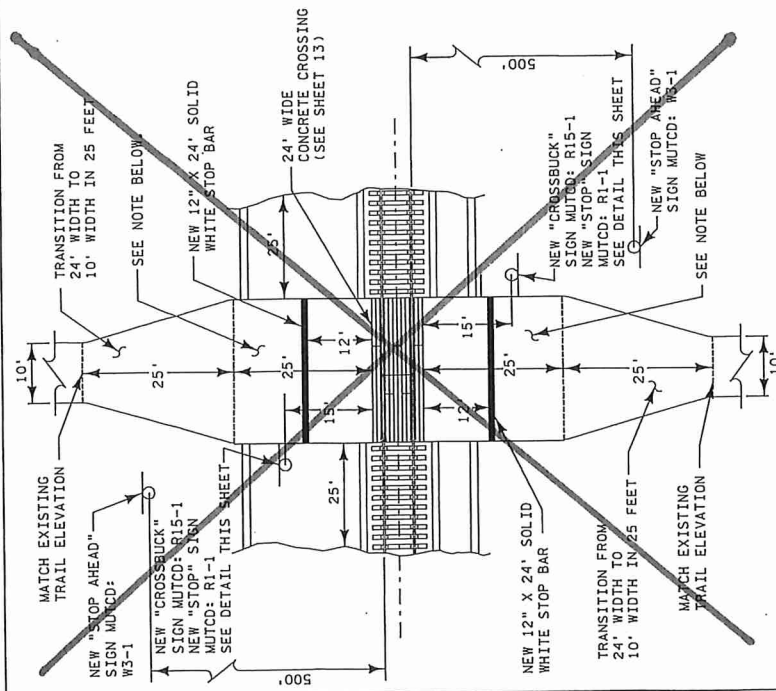


FIELD ROAD CROSSING DETAIL

NOT TO SCALE

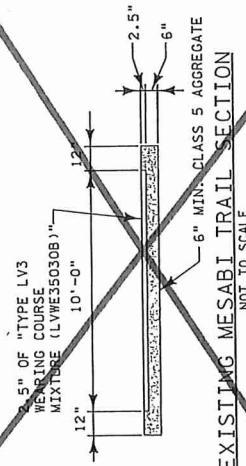
24' TIMBER ROAD CROSSING

NOT TO SCALE



MFASBT TRAIL CROSSING DETAIL

IT DOES NOT SCALE



EXISTING MESABI TRAIL SECTION

NOT TO SCALE

NOTE: CONTRACTOR TO PROVIDE ADDITIONAL CLASS 5 AGGREGATE AS REQUIRED TO BRING MESABI TRAIL CROSSING UP TO TOP OF RAIL ELEVATION AT NO EXTRA COST. (TYPICAL 2 PLACES). SAWCUT OF THE EXISTING TRAIL IS INCIDENTAL TO THE PROJECT COST AND WILL RECEIVE NO DIRECT PAYMENT.

			DRAWN BY:	BMM	SCALE:	N.T.S.
			CHECKED BY:	BPL	SHEET	6 OF 59
					DATE:	07/20/09
NO.	DATE		REVISION			
		BY				



AMEC
1000 Technology Drive
Folsom, CA 95630
(916) 276-7000
www.amec.com



DESTON NINE

11100 TEBBON FERRY ROAD
SUITE 100
ST. LOUIS, MO. 63123-0000
(314) 727-7000

BNSF AND PROJECT DETAILS
SHEET 2

ITASCA COUNTY REGIONAL RAILROAD AUTHORITY
AGREEMENT FOR PRIVATE CROSSING

AGREEMENT, Made this 14th day of January, 2025 subject to the terms and conditions set forth herein between **Itasca County Regional Railroad Authority**, a regional railroad authority organized and existing as a political subdivision and local government unit under the laws of the State of Minnesota (hereinafter called "ICRRA"), its successors and assigns, party of the first part; and **Mesabi Metallica Company, LLC**, a Minnesota limited liability company, (hereinafter whether one or more persons or corporations called the "Licensee"), party of the second part.

RECITALS

The Licensee has requested of ICRRA permission to remove the existing timber crossing at station 329+80, which is not used, and relocate it at or near station 298+00 and cross, for private purposes, the rail corridor, and tracks of ICRRA at the location and in the manner shown upon the print hereto attached, marked "Exhibit A" and made a part hereof, which permission ICRRA is willing to grant upon conditions hereinafter set forth.

ARTICLE I

In consideration of the covenants of the Licensee hereinafter set forth, ICRRA hereby agrees to allow Licensee to construct and maintain, upon its rail corridor, except as set forth elsewhere herein, at the location shown on Exhibit A, an approved private road crossing (hereinafter the "Crossing") and gives Licensee a non-exclusive license and permission to enter upon and cross ICRRA's rail corridor and tracks. The Crossing shall include the crossing surface and all appurtenances thereto between the ends of railroad ties, cattle guards, farm gates or barriers, drainage facilities, traffic signs or devices, identification signs approved by ICRRA, whistling posts, or other appurtenances, if any.

This agreement shall be effective upon execution by both parties and shall continue indefinitely, subject to prior termination as hereinafter described.

ARTICLE II

In consideration of the foregoing license and permission given by ICRRA the Licensee hereby agrees:

1. Licensee shall remove the existing crossing at Station 329+80, at its own expense, and relocate it at or near station 298+00. If the existing timber crossing is damaged during removal, Licensee shall furnish a new timber crossing at its own expense. If the track at or near station 329+80 is damaged during the crossing removal, Licensee shall be responsible for all expenses related to restoring the tracks to their original condition. If ICRRA is required to incur any expenses relative to replacing the timber crossing or restoring the tracks to their original condition, Licensee agrees to reimburse ICRRA for said expenses within thirty (30) days after invoices are rendered for said expenses.
2. Licensee shall construct and maintain the Crossing to the plans, specifications and/or standards provided or approved by ICRRA. If ICRRA is required to incur any expenses relative to maintaining the Crossing, including, but not limited to, expenses incurred by ICRRA resulting from the necessity to remove and replace the Crossing in connection with resurfacing or maintaining ICRRA's right-of-way and tracks, Licensee agrees to reimburse ICRRA for said expenses within thirty (30) days after invoices are rendered for said expenses.
3. Licensee shall provide, at its own expense, and at all times when the rail corridor is in operation and the Crossing is in active use, a qualified flagger to provide control of vehicles or equipment using the Crossing. In the event Licensee cannot provide a qualified flagger, or when in the sole judgment of ICRRA it is necessary for ICRRA to provide qualified flagger protection, Licensee shall reimburse

ICRRA for all costs and expenses associated with providing said qualified flagger protection, and Licensee shall make payment within thirty (30) days after bills are rendered, therefore. The crossing is intended for regular vehicle circulation within the plant area. No mine truck vehicles are allowed to use this crossing.

4. Licensee, at its own expense, shall keep the rail flange ways of said Crossing clear of all snow, dirt, or any other obstructions whatsoever, which may accumulate by virtue of vehicles, equipment, or from machinery crossing thereover or otherwise, and shall remove and keep removed any vegetation along the rail corridor on each side of the Crossing so that the motorists' line of sight to approaching trains is not impaired or obstructed by vegetation.
5. Licensee agrees that under no circumstances will Licensee or Licensee's agents dig in or disturb the surface of ICRRA's corridor without written permission of ICRRA, except as may be required for the construction or maintenance of the Crossing.
6. Licensee is permitted to and shall construct and maintain, at its own expense, a roadway (to end of railroad ties) and related roadway drainage, as further detailed in Exhibit A, in a manner acceptable to ICRRA and safe for use by any vehicles or equipment.
7. Licensee shall keep any crossing gates, farm gates or barriers (consisting of a bar, cable gate or chain between posts on both sides of the rail corridor and straddling the roadway), closed and securely fastened, except when being opened to allow access across said rail corridor.
8. Prior to removal of the existing timber crossing near station 329+80, five (5) days advance notice must be given to ICRRA's representative - Karin Grandia, Itasca County Engineer, at Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN 55744, telephone: 218-327-2853.
9. While this Agreement is personal to Licensee, it is recognized that there is a possibility of the Crossing being used by unauthorized persons, and said Licensee agrees that for the purposes of this agreement all persons using the Crossing shall be deemed the agents of the Licensee.
10. (a) Except as set forth in Section 9(b), Licensee shall indemnify and hold harmless ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by ICRRA) for all losses, damages, injuries, death and expenses, and claims under the Federal Employees Liability Act (45 U.S.C. 51), or any applicable safety act (45 U.S.C. 20101 *et al*), including lost profits, consultant and attorney fees, and environmental clean-up or remediation costs and expenses arising in any manner out of the failure of Licensee to take any action required by this Agreement, the condition of the Crossing or any equipment or property thereon, or any act or omission of Licensee, its employees, agents or contractors ("Licensee's Invitees") regardless of whether such loss, damage, injury, death or expense is caused or contributed to by the negligence of ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by ICRRA), except to the extent any such loss, damage, injury, death or expense is proximately caused by ICRRA's and/or ICRRA's agent's or contractors (including any rail operator designated by ICRRA) gross negligence or intentional misconduct.

(b) Whenever any Licensee or any of Licensee's Invitees make any claim for personal injury or death against ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by ICRRA) within the meaning of the Federal Employers' Liability Act (45 U.S.C. 51), or any applicable safety act, (45 U.S.C. 20101 *et al*) for any incident caused, wholly or in part, by property, equipment or condition belonging to or under the control of Licensee, or claims or alleges that he or she is an employee of

ICRRA or is furthering the operational activities of ICRRA, Licensee agrees to indemnify and hold harmless ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by the ICRRA) for all losses, damages, costs or expenses related to such claim, regardless of ICRRA's and/or ICRRA's agents or contractors (including any rail operator designated by the ICRRA) negligence.

(c) Notwithstanding the above, ICRRA and Licensee agree that, with respect to this Section 9, ICRRA's agents or contractors (including any rail operator designated by ICRRA) are third-party beneficiaries to this Agreement.

11. In the event of termination of this license as set forth in Article III, ICRRA may remove the Crossing and restore the rail corridor to the condition as of the date of this agreement at Licensee's expense and without incurring any liability to the Licensee. Licensee shall, within twenty (20) days after the bill is rendered therefor, reimburse ICRRA for all expense which ICRRA may incur in connection therewith.

12. (a) Licensee shall comply with all federal, state, and local environmental laws and regulations in its use of Crossing, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA). Licensee shall not release or suffer the release of oil or hazardous substances, as defined by CERCLA, on Crossing. Notwithstanding any other requirements in this Agreement, Licensee assumes all responsibility for the investigation and cleanup of such release and shall indemnify and defend ICRRA and/or its agents or contractors (including any rail operator designated by ICRRA) for all costs and claims, including consultant and attorney fees, arising in any manner out of such release or Licensee's failure to comply with environmental laws, regardless of ICRRA's negligence, except to the extent such costs or claims are proximately caused by ICRRA's affirmative negligent act, or its gross negligence or intentional misconduct.

(b) Licensee shall give ICRRA timely notice of any release, violation of environmental laws or inspection or inquiry by governmental authorities charged with enforcing environmental laws with respect to ICRRA's rail corridor as applicable to this agreement. Licensee also shall give ICRRA timely notice of all measures undertaken by or on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

(c) In the event that ICRRA receives notice from Licensee or otherwise of a release or violation of environmental laws which occurred or is occurring during the term of this Agreement with respect to ICRRA's rail corridor, ICRRA may require Licensee, at Licensee's sole expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation.

13. Licensee shall, at its sole cost and expense, procure and keep in place at all times during the term of this Agreement, and thereafter until the improvements are removed from the crossing, the following minimum insurance coverage, to be further documented in a Certificate of Liability Insurance to be provided to ICRRA prior to access and/or use of the Rail Line:

(a) Commercial General Liability insurance or Railroad Liability insurance, providing bodily injury, personal injury and property damage coverage, with minimum limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate, and specifically noting that any 50-foot Railroad Right of Way Contractual Liability Exclusion has been removed from the Commercial General Liability insurance policy. If that Contractual Liability Exclusion has not been removed, then in addition to the above, Railroad Protective Liability insurance, providing bodily injury, including death, personal injury, and property damage coverage with a limit of not less than \$5,000,000 for each incident and \$10,000,000 in aggregate is required. This insurance shall contain Broad Form Liability covering the indemnity provisions contained in this Agreement. If coverage is purchased on a "claims made" basis it shall provide for at least a one-year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Agreement be cancelled, unless replaced with a policy containing the same retroactive date as the policy being replaced.

(b) Workers Compensation and Occupational Disease insurance meeting the statutory requirements

of the State of Minnesota, and Coverage B, Employer's Liability insurance, with the following minimum limits:

\$1,000,000	Bodily Injury by Accident
\$1,000,000	Bodily Injury by Disease per employee
\$1,000,000	Bodily Injury by Disease policy Limit

(c) Commercial Automobile Liability insurance, with coverage including onsite and offsite operations, and owned, non-owned, or hired vehicles, in an amount not less than \$1,500,000 combined single limits.

(d) If the Commercial General Liability or Railroad Liability insurance policy contains an absolute pollution liability exclusion, a separate Pollution Liability policy in an amount not less than \$5,000,000 is required.

(e) Each policy (except Workers Compensation) shall be endorsed to include ICRRA and Itasca County as additional insureds on a primary and non-contributory basis with respect to liabilities arising out of Licensee's obligations to ICRRA and Itasca County in this Agreement. A waiver of subrogation against ICRRA and Itasca County must be included on all the above policies.

(f) All risk insurance on the equipment of the Licensee, or in the Licensee's care, custody and control shall contain a waiver of subrogation of claims against ICRRA and Itasca County.

(g) All insurance shall be placed with insurance companies licensed to do business in the State in which the Crossing is located, with a current Best's Insurance Guide Rating of A- and Class X, or better. Licensee shall provide, and thereafter maintain in effect, a current Certificate of Insurance evidencing such insurance. Each policy shall provide that it shall not be cancelled or materially changed unless at least thirty (30) days' prior written notice of cancellation or change shall have been mailed by the insurance company to ICRRA at the address designated herein.

(h) If any portion of the activities to be conducted under this agreement is subcontracted, subcontractors must meet all applicable provisions of this Section.

(i) The furnishing of insurance required by this Section shall in no way limit or diminish the liability or responsibility of Licensee as provided under any Section of this Agreement.

ARTICLE III

1. Rights granted to the Licensee are subject and subordinate to the prior and continuing right and obligation of ICRRA to use and maintain its entire rail corridor, and are also subject to the right and power of ICRRA to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along, or across any or all parts of said rail corridor, any of which may be freely done at any time by ICRRA without liability to the Licensee or to any other party for compensation or damages.
2. The Licensee's rights are also subject to all outstanding rights (including those in favor of the Licensee and others), and subject to any licenses or easements granted by ICRRA, or of record, so long as such agreements do not materially interfere with Licensee's ability to use Crossing, and the right of ICRRA to renew and extend same and are granted without covenant of title or quiet enjoyment.
3. It is expressly stipulated that the Crossing is to be a strictly private one, to be solely used for commercial use and is not intended for public use. The Licensee, without expense to ICRRA, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road.
4. Licensee shall maintain the Crossing at all times to the specifications and standards provided or

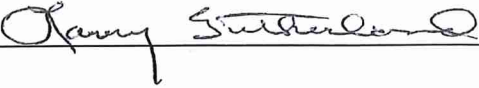
approved by **ICRRA**.

5. (a) It is mutually agreed that this Agreement may be terminated by either party upon thirty (30) days' notice in writing to be served upon the opposite party; and upon the expiration of the time specified in such notice this Agreement, and all rights and privileges of the Licensee thereunder shall absolutely cease. In addition, ICRRA may terminate this Agreement upon any breach or default of the terms of this Agreement if said breach or default is not remedied within thirty (30) days of ICRRA's written notice to Licensee of the breach or default. In either case, no termination hereof shall release the Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or, if later, the date when the Crossing is removed, and the rail corridor restored to its condition at the date of this agreement.

(b) Notwithstanding Section 5(a), should the use or maintenance of the Crossing by the Licensee at any time in any way materially interfere with rail operations, or create an unsafe or hazardous situation, ICRRA, in its sole discretion, may immediately close the crossing until such time as the interference, or unsafe or hazardous situation, is remedied by the Licensee to the satisfaction of the ICRRA. If ICRRA is required to remedy the interference, or unsafe or hazardous situation, Licensee agrees to reimburse ICRRA for any and expenses associated with said remedy within thirty (30) days after invoices are rendered for said expenses.
6. Any notice to be given by ICRRA to the Licensee hereunder shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid, addressed to the Licensee at Mesabi Metallica Company, LLC, 17113 Co. Rd. 58, Po Box 25, Nashwauk, MN 55746. Any notice to be given by the Licensee to ICRRA hereunder shall be deemed to be properly served if it be deposited in the United States mail, postage prepaid, addressed to Karin Grandia, Itasca County Engineer, 123 NE 4th Street, Grand Rapids, MN 55744.
7. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
8. It is understood and agreed that this Agreement shall not be placed of public record.
9. All the covenants and provisions of this Agreement shall be binding upon the heirs, legal representatives, successors and assigns of Licensee. No assignment by Licensee of any interest in this Agreement shall be binding upon ICRRA without the prior written consent of ICRRA in each instance.
10. Court jurisdiction regarding any disputes or action under this Agreement shall be in the District Courts of the State of Minnesota, without the right of removal to the United States District Courts, except with respect to matters that are under the exclusive jurisdiction of the Federal Courts of the United States, which shall be brought and/or defended in the Federal District Court sitting in Minneapolis, Minnesota. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to the principles of conflict of laws.
11. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.
12. The waiver by ICRRA of the breach of any provision herein by Licensee shall in no way impair the right of ICRRA to enforce that provision for any subsequent breach thereof.
13. This Agreement is the full and complete agreement between ICRRA and Licensee with respect to all matters relating to use of the Crossing and supersedes any and all other agreements between the parties hereto relating to use of the Crossing.

For Licensee:

Mesabi Metallica Company LLC

By: 

Name: LARRY SUTHERLAND

Title: PRESIDENT & C.O.O.

Date: JAN. 14, 2025

For ICRR:

Itasca County Regional Railroad Authority

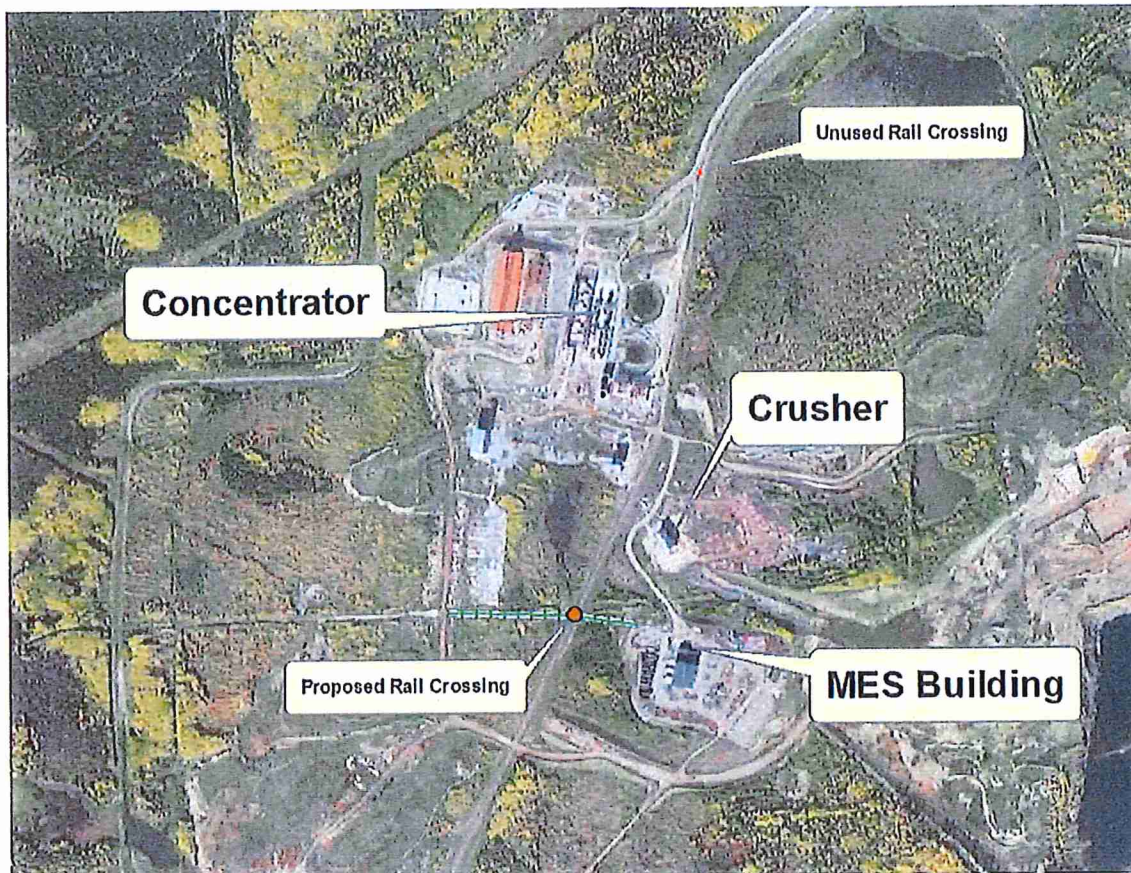
By: _____

Name: 

Title: _____

Date: _____

Appendix A



MATERIAL & FABRICATION

1. HARDWOOD PANELS TO BE TREATED (BMSF SPECIFICATIONS) MIXED HARDWOOD, FREE OF WANE
 2. BRANDING: EACH CROSSING PANEL SHALL BE IDENTIFIED ON THE END WITH MANUFACTURER ID, MO/YR MANUFACTURED, WEIGHT RAIL
- ## INSTALLATION
1. BALLAST THROUGH CROSSING AREA SHALL BE CLEAN CRUSHED ROCK BALLAST, 1/2" BELOW BOTTOM OF TIES, TOP OF BALLAST TO BE 2" BELOW TOP OF TIES. TIES THROUGH CROSSING SHALL BE NO. 5 TREATED HARDWOOD-19 3/16" ON CENTERS.
 2. IN GOOD CONDITION.
 3. DRILLS OF CROSSING PANELS SHOULD BE CENTERED ON THE
 4. THEREAFTER, WELDED RAIL JOINTS SHOULD BE LOCATED OUTSIDE THE CROSSING. WHEREVER POSSIBLE, WELDED RAIL SHOULD BE INSTALLED THROUGH CROSSING (MINIMUM RAIL WEIGHT, 112 LB.) BEFORE NEW TIES AND CROSSING PANELS ARE INSTALLED.
 5. PANELS SHALL BE HANDLED CAREFULLY, SLATED AND STACKED ON LEVEL GROUND TO PREVENT WARPAGE.
 6. PUBLIC CROSSINGS SHALL BE OF SUCH WIDTH AS PRESCRIBED BY LAW, BUT IN NO CASE SHALL THE WIDTH BE LESS THAN THAT OF THE ADJACENT TRAVELED ROADWAY PLUS 2 FEET.
 7. 5/8" X 12" THIN LEAD TIMBER SPIKES FURNISHED SEPARATELY.
 8. 3/8" DIA. HOLES SHOULD BE BORED IN FIELD TO PATTERN SHOWN.
 9. GAGE SIDE AND FIELD SIDE PANELS ARE INTERCHANGEABLE.
 10. ALL CROSSING PANELS HAVE CLEARANCE FOR RANDOL PLATES AND CUPS.
 11. USE OF 10" TIES IS REQUIRED IN HEAVILY RAIL TRAFFIC CROSSINGS SEE DWG. 2255.DL.
 12. PANELS ARE FURNISHED FOR ANY LENGTH CROSSING IN INCREMENTS OF 8' AND 15 FEET. THE ITEM NUMBERS LISTED BELOW COVERS THE REQUIRED PANELS BY THE TRACK FOOT.

WT. RAIL	DESCRIPTION	ITEM NUMBER
100 LB	8" FULL DEPTH PANEL (2 PCS. DOWELED)	05941095A
115 LB	8" FULL DEPTH PANEL (2 PCS. DOWELED)	05941095B
115 LB	10" FULL DEPTH PANEL (2 PCS. DOWELED)	05941097A
135 LB	8" FULL DEPTH PANEL (2 PCS. DOWELED)	05941095C
135 LB	10" FULL DEPTH PANEL (2 PCS. DOWELED)	05941097B
5/8" X 12" THIN LEAD TIMBER SPIKE		51757055N

BMSF
RAILWAY

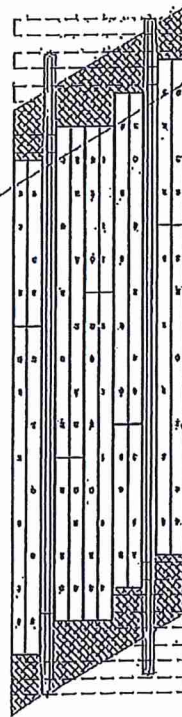
STANDARD PLAN

TIMBER CROSSING PANELS
FOR LOW DENSITY RAIL TRAFFIC
ON 8'6" WOOD TIES

SCALE: NONE	FILE: 05/06/05	DATE: 05/06/05
REV: 05	DWG NO: 225302	

EDGE OF CROSSING NO CLOSER
THAN 1 FOOT FROM TRAVELED
ROADWAY.

TYPICAL 24" CROSSING AT 50° SKEW

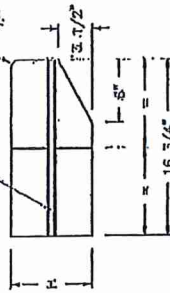


ASPHALT
18" CURB

8' & 15' PANELS SHOWN, TYPICAL

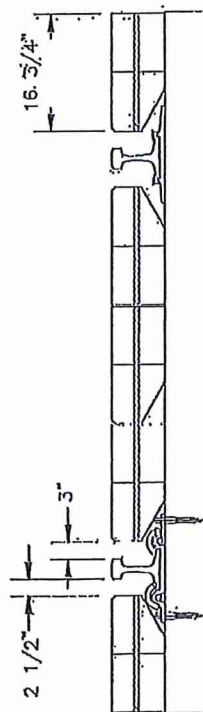
3/4" STEEL DOWEL 5-PER-8" PANEL

1/2" CHAMFER



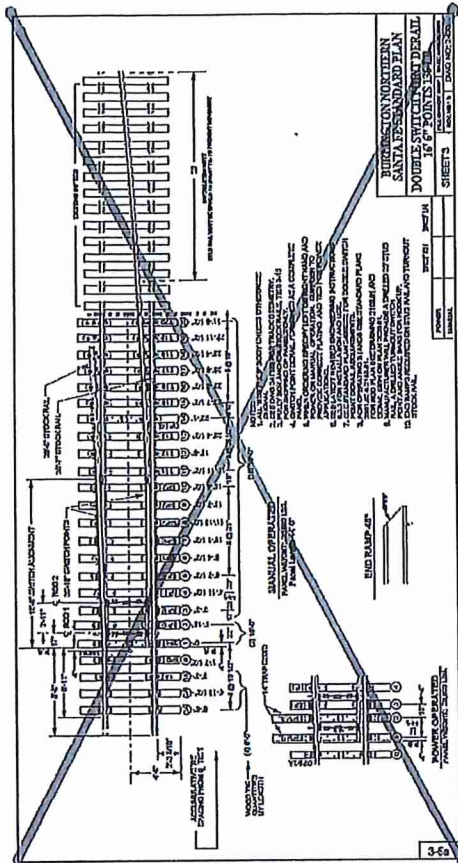
TWO PIECE PANEL

H = 7" FOR 100 LB RAIL
H = 7 1/2" FOR 115 LB RAIL
H = 8" FOR 135 LB RAIL



8'6" CROSS TIE

14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1



FOR REFERENCE ONLY

**TASCA COUNTY REGIONAL RAILROAD
AUTHORITY INDUSTRIAL RAIL SPUR**

[illegible]

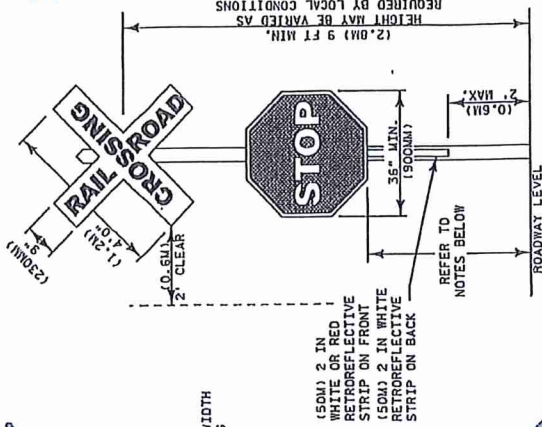
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NSF AND PROJECT DETAILS
SHEET 9

DESIGN NINE

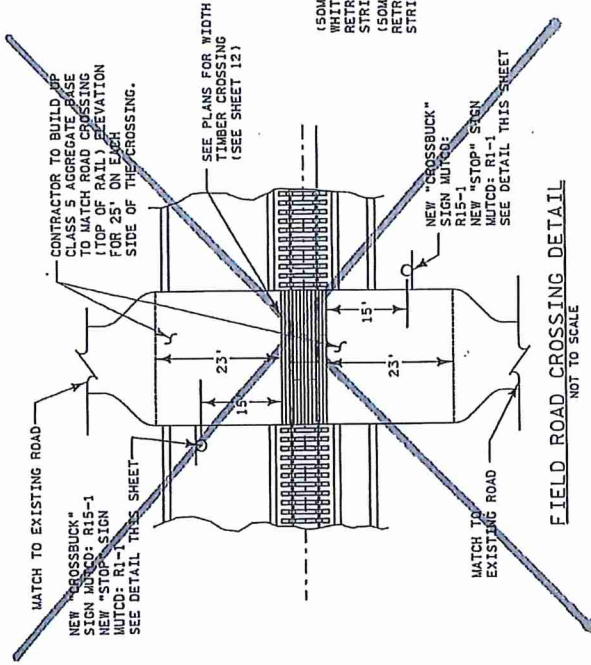
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Appendix A



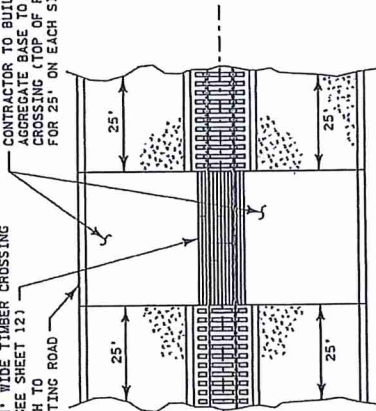
NOTE:
(1.2M) 4' MIN FOR INSTALLATIONS OF STOP OR YIELD SIGN ON EXISTING CROSSBUCK SIGN SUPPORT.
(2.1M) 7' MIN IN AREAS WITH PEDESTRIAN MOVEMENTS OR PARKING

CROSSBUCK AND STOP SIGN DETAIL NOT TO SCALE

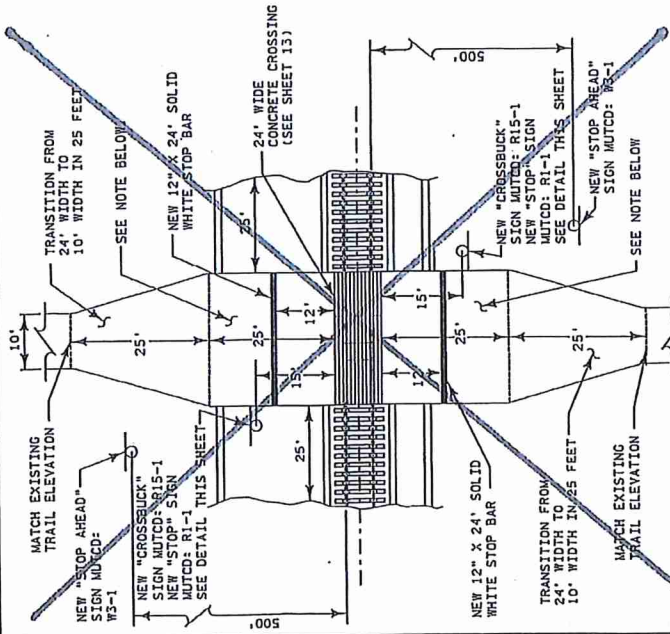


FIELD ROAD CROSSING DETAIL NOT TO SCALE

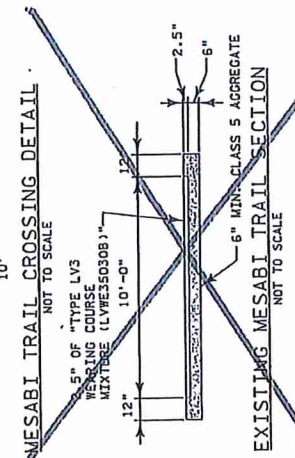
NOTE:
(1.2M) 4' MIN FOR INSTALLATIONS OF STOP OR YIELD SIGN ON EXISTING CROSSBUCK SIGN SUPPORT.
(2.1M) 7' MIN IN AREAS WITH PEDESTRIAN MOVEMENTS OR PARKING



24' WIDE TIMBER CROSSING NOT TO SCALE



MESABI TRAIL CROSSING DETAIL NOT TO SCALE



EXISTING MESABI TRAIL SECTION NOT TO SCALE

NOTE:
CONTRACTOR TO PROVIDE ADDITIONAL CLASS 5 AGGREGATE AS REQUIRED TO BRING MESABI TRAIL CROSSING UP TO TOP OF EXISTING TIMBER CROSSING. (TYPICAL 2' PAVEMENT). SAWCUT OF THE EXISTING TRAIL IS INCIDENTAL TO THE PROJECT COST AND WILL RECEIVE NO DIRECT PAYMENT.

FOR REFERENCE ONLY

ITASCA COUNTY REGIONAL RAILROAD
AUTHORITY INDUSTRIAL RAIL SPUR
ITASCA COUNTY, MINNESOTA
MS-1004-43

NO.	DATE	REVISION	BY	DATE	REVISION

NO.	DATE	REVISION	BY	DATE	REVISION

amc
BNSF AND PROJECT DETAILS
SHEET 2