



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, August 5, 2025

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema called the meeting to order at 2:31 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:31 PM
Terry Snyder	District #2	Present	2:31 PM
John Johnson	District #3	Present	2:31 PM
Larry Hopkins	District #4	Present	2:31 PM
Casey Venema	District #5	Present	2:31 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8/#6.3 (Public Hearing Re: Foxhaven Tax Abatement) and add additional information to Item #6.7 (Lease Agreements with Mesabi Metallics Co. and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the minutes of the Tuesday, July 22, 2025 Itasca County Regular Session.
2. Approve the minutes of the Tuesday, July 29, 2025 Itasca County Special Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as presented.

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

1. Appoint Allison Rajala Ahcan to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired District #2 vacancy effective August 5, 2025.
2. Approve the First Amendment to the Bond Declaration between Itasca County and the Minnesota Pollution Control Agency (MPCA) and authorize necessary signatures.
3. Accept and authorize the County Board Chair to sign the Mutual Aid Agreement for Public Health and Human Services and the Use of Resources.
4. Authorize the Transportation Department to sell a motor grader to the City of Nashwauk.
5. Adopt the Resolution Re: Bridge Bonding (Revised 7/16/2025).
6. Approve two (2) utility easements for Lake County Power over and across tax-forfeited trust land located in Government Lot 3, Section 7, Township 58 North, Range 23 West, and SESE, Section 24, Township 58 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No Citizen Input provided.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of August 6 ,2025, in the amount of \$597,292.49.

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

8. Foxhaven LLC. Tax Abatement

Motion To: Open the Public Hearing Re: Foxhaven LLC Tax Abatement.

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

Motion To: Close the above Public Hearing.

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

Motion To: Approve the execution of Tax Abatement Contract with Foxhaven LLC.

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

3. IMCare Compliance Plan, Code of Conduct and Related Policies and Procedures

Health Plan Division Manager Sarah Andeson provided update that the following were reviewed, received training on and approved the IMCare Compliance Plan, Code of Conduct and Related Policies and Procedures.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Terminate Nashwauk Ambulance Contract

Motion To: Approve terminating the Contract with Nashwauk Ambulance, effective 9/30/2025.

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

5. Security interest for Nashwauk Ambulance

Motion To: Approve releasing the Security Interest in Nashwauk Ambulance to allow the transfer to North Memorial.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
NAYS:	John Johnson

6. Joint Powers Agreement – Itasca County and the Minnesota State Bureau of Criminal Apprehension (BCA)

Motion To: Adopt a Resolution Re: Authorizing Itasca County Board Chair Casey Venema, Itasca County Administrator Brett Skyles, Sheriff Joe Dasovich, and County Attorney Jake Fauchald to sign the State of Minnesota Joint Powers Agreements and Court Data Services Subscriber Amendment of CJDN Subscriber Agreements between Itasca County and State of Minnesota.

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

7. Lease Agreements with Mesabi Metallica Co

Motion To: Approve the Lease Agreements with Mesabi Metallica Co.

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

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending a Coleraine Housing Committee meeting, Strategic Planning meeting, and Arrowhead Regional Development Commission.

Commissioner Snyder reported on attending an IEDC meeting, Mesabi Metallica meeting, met with Governor's staff, DNR and MN Pollution Control, attended a Budget meeting and an Arbo Township meeting.

Commissioner Smith reported on attending a TERRO Building Grand Opening in Leech Lake.

Commissioner Venema reported on attending a tour of his District with IRRRB staff.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding Tall Timber Days fun, reminder that Blackberry Car show & Swap meet is this upcoming weekend, and National Night Out is tonight in several surrounding communities and encouraged all to attend.

X. CLOSED SESSIONS

XI ADJOURN

Chair Venema adjourned the meeting at 3:06 PM.

ATTEST



Casey Venema
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

RESOLUTION 2025-26

RE: BRIDGE BONDING (REVISED 7/16/2025)

WHEREAS, Itasca County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government,

WHEREAS, Itasca County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five (5) years;

NOW, THEREFORE BE IT RESOLVED that the following bridges are high priority and Itasca County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

Old Bridge Number	Road Number and Name	Crossing	LPI	Total Project Cost	Township or State Bridge Funds Requested	Federal Funds	Local or State Aid Funds	Proposed Const. Year
7026	CR 439	Split Hand Creek	45	\$700,000	\$625,000		\$75,000	2026
7027	CSAH 68	Split Hand Creek	46	\$750,000	\$350,000		\$400,000	2026
7146	CSAH 17	Pokegama Lake	58	\$1,450,000	\$550,000		\$900,000	2027
92970	CR 533	Deer River	57	\$800,000	\$700,000		\$100,000	2027
31507	CSAH 71	Swan River	52	\$1,200,000	\$400,000		\$800,000	2028
31522	CSAH 40	Bigfork	73	\$1,600,000	\$800,000		\$800,000	2028
31504	CSAH 69	Swan River	60	\$900,000	\$450,000		\$450,000	2029
88215	CR 254	Rice River	59	\$900,000	\$450,000		\$450,000	2029

88246	CSAH 80	BNSR RR	46	\$1,000,000	\$500,000		\$500,000	2030
31520	CSAH 7	Prairie River	61	\$1,400,000	\$700,000		\$700,000	2030
31502	CSAH 32	Popple River	68	\$1,000,000	\$500,000		\$500,000	2030

FURTHERMORE, Itasca County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

FURTHERMORE, Itasca County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on August 5, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

RESOLUTION 2025-27

**RE: RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH
THE COUNTY OF ITASCA ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF**

WHEREAS, the County of Itasca on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW THEREFORE BE IT RESOLVED, by the County Board of Itasca County, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Itasca on behalf of its County Attorney and Sheriff are hereby approved.
2. That the Itasca County Sheriff, Joe Dasovich, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That the Itasca County Attorney, Jake Fauchald, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
4. That Commissioner Casey Venema, the County Board Chair of the County of Itasca, and Brett Skyles, the County Administrator for the County of Itasca, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 5th day of August, 2025.

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on August 5, 2025 and that the same is a true and correct copy of the whole thereof.

A handwritten signature in dark ink, appearing to read "Brett Skyles", is written over a horizontal line.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

RESOLUTION 2025-28

ITASCA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING
PROPERTY TAX ABATEMENT RELATED TO
FOXHAVEN LLC TOWNHOME RENTALS PROJECT**

BE IT RESOLVED by the Board of Commissioners (the "Board") of Itasca County, Minnesota (the "County") as follows:

Section 1. Recitals.

1.01. The County has contemplated granting a property tax abatement in order to assist with the cost of constructing a residential rental townhome development initially consisting of four lots (hereinafter called "Abatement Parcels") located in the City of LaPrairie, Minnesota, pursuant to Minnesota Statutes Sections 469.1812 through 469.1815 (the "Act").

1.02. Pursuant to Section 469.1813, subd. 2(a) of the Act, the County may identify particular parcels and provide, by resolution, that the County may reduce all or a portion of the City's share of property taxes on the tax parcel in question to reduce all or part of the property tax amount for the political subdivision of the parcel.

1.03. The County has identified certain parcels, specifically tax parcel no's. 93-555-0010, 93-555-0040, 93-555-0210, & 93-555-0240 (the "Abatement Property"), within the corporate limits of the City of LaPrairie, Minnesota (new parcel numbers may be assigned as development moves forward) from which the County proposes to collect 100% of the County's share of taxes and forward those dollars to Foxhaven LLC (the "Developer") to help assist the project as noted above on a pay as you go basis, subject to all the terms and conditions of this resolution.

1.04. The Developer intends to construct up to 16 fourplexes of rental townhomes over four phases. The Developer has requested the development be provided with up to 15 years of Tax Abatement assistance, commencing with taxes payable year 2027, on a pay as you go basis to reimburse project costs.

1.05. The County understands that the City of LaPrairie intends to cooperate in this Tax Abatement who will also provide up to 15 years of Tax Abatement assistance, commencing with taxes payable year 2027, on a pay as you go basis to reimburse project costs.

1.06. The County Abatement on all Abatement Parcels shall not exceed \$587,000.

1.07. On August 5, 2025, the Board conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. Findings.

2.01. It is hereby found and determined that the benefits to the County from the abatement will be at least equal to the costs to the County of the Abatement, because the project will result in much needed housing opportunities which will have a positive impact on the local economy and would not happen without public assistance.

2.02. It is hereby found and determined that the abatement is in the public interest for the following reasons:

- (a) the abatement will increase tax base.
- (b) the abatement shall provide construction employment opportunities.
- (c) the abatement shall provide access to housing services for residents.

Section 3. Actions Ratified; Abatement Approved.

3.01. The Board hereby ratifies all actions of the County's staff and consultants in arranging for approval of this resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the terms and conditions noted in the attached Property Tax Abatement Plan, hereby incorporated into this Resolution.

3.03 In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the abatement, together with all other abatements approved by the County under the Act and paid in that year exceed the greater of 10% of the County's Net Tax Capacity for that year or \$200,000 (the "Abatement Cap"). The County may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatements under this Resolution.

Approved by the Itasca County Board of Commissioners this 5th day of August, 2025.

Attest:

Board Chair

County Auditor

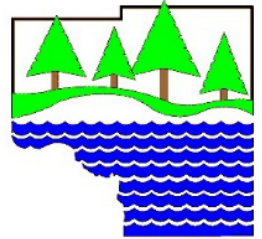
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on August 5, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator



MEETING INFORMATION SHEET
August 5, 2025

PULL: None

ADDITIONS: Item #6.3 (Public Hearing Re: Foxhaven LLC Tax Abatement) – **added and moved from Item #6.8.**

CHANGES: None

INFORMATIONAL: Item #6.7 (Lease Agreements with Mesabi Metallica Co) – additional information.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 29, 2025

12:00 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Venema called the meeting to order at 12:00 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	12:00 PM
Terry Snyder	District #2	Present	12:00 PM
John Johnson	District #3	Present	12:00 PM
Larry Hopkins	District #4	Absent	
Casey Venema	District #5	Present	12:00 PM

II. REGULAR AGENDA

1.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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III. ADJOURN

Chair Venema adjourned the meeting at 2:33 PM.

ATTEST

Casey Venema
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-504

DEPARTMENT: Administrative Services
PRESENTER:

TIME REQUESTED:

AGENDA ITEM:

Appointment - Water Plan Implementation Committee (WPIC)

BOARD ACTION REQUESTED:

Appoint Allison Rajala Ahcan to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired District #2 vacancy effective August 5, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. WPIC Application-Allison Rajala Ahcan

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-510

DEPARTMENT: Administrative Services
PRESENTER:

TIME REQUESTED:

AGENDA ITEM:

Grand Rapids_First Amendment to Bond Declaration_X16_6-10-25

BOARD ACTION REQUESTED:

Approve the First Amendment to the Bond Declaration between Itasca County and the Minnesota Pollution Control Agency (MPCA) and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. GrandRapids_First Amendment to Bond Declaration_X16_6-10-25
2. GrandRapids_BondDecProperty

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

**FIRST AMENDMENT TO
STATE OF MINNESOTA
GENERAL OBLIGATION BOND FINANCED PROPERTY
DECLARATION**

This First Amendment to State of Minnesota General Obligation Bond Financed Property Declaration (“First Amendment”) is made and entered into by and between Itasca County, a political subdivision of the State of Minnesota (“County”) and the State of Minnesota, acting by and through the Commissioner of the Minnesota Pollution Control Agency (“MPCA”), and with the consent of the Commissioner of Minnesota Management and Budget.

Background

- A. The Grand Rapids Area Landfill (“Landfill”) is a qualified facility within the meaning of Minn. Stat. § 115B.39, subd. 2(o)(1) owned in fee simple by the County.
- B. MPCA completed a landfill gas extraction system construction project at the Landfill, as documented in certain construction plan sheets entitled Construction Documentation Report, Grand Rapids Landfill, Grand Rapids, Minnesota, dated February 2004 (“Plans”), that was funded by state general obligation bond appropriation unit number R32 X16, Minn. Laws 2001, 1st Special Session, ch. 12, sec. 5.
- C. The County and the MPCA previously executed a Declaration signed by the County on May 24, 2011, and signed by the MPCA on October 3, 2011, and recorded in the Office of the Itasca County Recorder on October 11, 2011, as Document No. A000657800 (“Declaration”).
- D. The Declaration encumbers real property, legally described in the attached **Exhibit A** (“Original Legal Description”), and referenced as State Bond Financed Property within the meaning of Minn. Stat. § 16A.695, subd 1(b).
- E. The Plans depict the location of the Landfill construction to have occurred entirely within the property legally described in the attached **Exhibit B** (“New Legal Description”) and within portions of Itasca County Tax ID Nos. 64-026-2100, 64-026-2200, 64-026-1200, and 64-026-2401.

- F. The Original Legal Description excludes lands on which construction did occur, and, therefore, should have been encumbered by the Declaration (Tax ID No. 64-026-2401).
- G. The Declaration may be amended by the parties thereto with the consent of the Commissioner of Minnesota Management and Budget.
- H. The MPCA and the County wish to amend the Declaration to reflect the New Legal Description.

NOW, THEREFORE, the MPCA and the County agree, and with the consent of the Commissioner of Minnesota Management and Budget, the Declaration is hereby amended as follows:

1. The New Legal Description is substituted for the Original Legal Description set forth in Exhibit A of the Declaration.
2. All the lands described in the New Legal Description are encumbered by the Declaration, and all other terms of the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

MINNESOTA POLLUTION CONTROL AGENCY

By _____(signature)

Hans Neve, Manager, Closed Landfill &

Data Support Section

Delegate of the Commissioner of the

Minnesota Pollution Control Agency

Date: _____

ACKNOWLEDGMENT

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Hans Neve, Manager, Closed Landfill & Data Support Section, and Delegate of the Commissioner of the Minnesota Pollution Control Agency on behalf of the Commissioner and the State of Minnesota.

Notary Public, _____ County, MN

My commission expires: _____

By: _____

By: _____

[illegible]

Notary Public, _____ County, MN
My commission expires: _____

CONSENT

The Commissioner of Minnesota Management and Budget hereby consents and approves of the recording of the foregoing First Amendment.

Date: _____, 2025

MINNESOTA MANAGEMENT AND BUDGET

By: _____
Commissioner

Instrument Drafted by:
Shawn Ruotsinoja, Program Administrator
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155

Exhibit A

Original Legal Description

That part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian described as follows: Beginning at the northwest corner of said Northwest Quarter of the Northeast Quarter of Section 26; thence on an assigned bearing of South 00 degrees 23 minutes 34 seconds West along the west line of said Northwest Quarter of the Northeast Quarter 589.61 feet; thence North 52 degrees 27 minutes 03 seconds East 279.29 feet; thence North 35 degrees 38 minutes 55 seconds West 68.45 feet, thence North 52 degrees 00 minutes 44 seconds East 216.46 feet; thence North 66 degrees 46 minutes 28 seconds East 38.32 feet; thence North 89 degrees 07 minutes 11 seconds East 182.22 feet; thence South 34 degrees 44 minutes 50 seconds East 134.17 feet; thence North 53 degrees 25 minutes 13 seconds East 102.21 feet; thence North 34 degrees 44 minutes 50 seconds West 92.23 feet; thence North 00 degrees 23 minutes 34 seconds East 173.97 feet to the north line of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 57 minutes 47 seconds West along the north line of said Northwest Quarter of the Northeast Quarter 672.80 to the point of beginning.

Together with the West 50.00 feet of the South 270.00 feet of the Northwest Quarter of the Northeast Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian.

Together with the Northeast Quarter of the Northwest Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian, EXCEPT the following described parcel: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of Section 26; thence on an assigned bearing of South 00 degrees 23 minutes 34 seconds West along the east line of said Northeast Quarter of the Northwest Quarter 589.61 feet to the point of beginning of the parcel to be described; thence South 52 degrees 27 minutes 03 seconds West 233.67 feet; thence South 00 degrees 23 minutes 34 seconds West 185.59 feet; thence South 89 degrees 03 minutes 44 seconds East 184.29 feet to the east line of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 23 minutes 34 seconds East 331.02 feet along the east line of said Northeast Quarter of the Northwest Quarter to the point of beginning.

Together with the Northwest Quarter of the Northwest Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian, EXCEPT the following described parcel: Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter of Section 26; thence South 89 degrees 03 minutes 24 seconds East, assigned bearing, along the north line of said Northwest Quarter of the Northwest Quarter 570.00 feet to the point of beginning of the parcel to be described; thence South 00 degrees 56 minutes 36 seconds West 645.00 feet; thence South 89 degrees 03 minutes 24 seconds East 650.00 feet; thence North 00 degrees 56 minutes 36 seconds East 645.00 feet to the north line of said Northwest Quarter of Northwest Quarter; thence North 89 degrees 03 minutes 24 seconds West 650.00 feet to the point of beginning.

Exhibit B

New Legal Description

That part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian described as follows: Beginning at the northwest corner of said Northwest Quarter of the Northeast Quarter of Section 26; thence on an assigned bearing of South 00 degrees 23 minutes 34 seconds West along the west line of said Northwest Quarter of the Northeast Quarter 589.61 feet; thence North 52 degrees 27 minutes 03 seconds East 279.29 feet; thence North 35 degrees 38 minutes 55 seconds West 68.45 feet, thence North 52 degrees 00 minutes 44 seconds East 216.46 feet; thence North 66 degrees 46 minutes 28 seconds East 38.32 feet; thence North 89 degrees 07 minutes 11 seconds East 182.22 feet; thence South 34 degrees 44 minutes 50 seconds East 134.17 feet; thence North 53 degrees 25 minutes 13 seconds East 102.21 feet; thence North 34 degrees 44 minutes 50 seconds West 92.23 feet; thence North 00 degrees 23 minutes 34 seconds East 173.97 feet to the north line of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 57 minutes 47 seconds West along the north line of said Northwest Quarter of the Northeast Quarter 672.80 to the point of beginning.

Together with the West 50.00 feet of the South 270.00 feet of the Northwest Quarter of the Northeast Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian.

Together with the Northeast Quarter of the Northwest Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian, EXCEPT the following described parcel: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of Section 26; thence on an assigned bearing of South 00 degrees 23 minutes 34 seconds West along the east line of said Northeast Quarter of the Northwest Quarter 589.61 feet to the point of beginning of the parcel to be described; thence South 52 degrees 27 minutes 03 seconds West 233.67 feet; thence South 00 degrees 23 minutes 34 seconds West 185.59 feet; thence South 89 degrees 03 minutes 44 seconds East 184.29 feet to the east line of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 23 minutes 34 seconds East 331.02 feet along the east line of said Northeast Quarter of the Northwest Quarter to the point of beginning.

Together with the Northwest Quarter of the Northwest Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian, EXCEPT the following described parcel: Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter of Section 26; thence South 89 degrees 03 minutes 24 seconds East, assigned bearing, along the north line of said Northwest Quarter of the Northwest Quarter 570.00 feet to the point of beginning of the parcel to be described; thence South 00 degrees 56 minutes 36 seconds West 645.00 feet; thence South 89 degrees 03 minutes 24 seconds East 650.00 feet; thence North 00 degrees 56 minutes 36 seconds East 645.00 feet to the north line of said Northwest Quarter of Northwest Quarter; thence North 89 degrees 03 minutes 24 seconds West 650.00 feet to the point of beginning.

Together with the north 200 feet of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian.





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-506

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Naesa Myers

AGENDA ITEM:

Mutual Aid Agreement for Public Health and Human Services

BOARD ACTION REQUESTED:

Accept and authorize the County Board Chair to sign the Mutual Aid Agreement for Public Health and Human Services and the Use of Resources.

BACKGROUND:

Currently, we have an MOU with Aitkin and Koochiching County. This agreement will expand the resources available for utilization in the event of a fire, hazard, casualty, or any other comparable emergency occurrence involving Health and Human Services.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Mutual Aid Agreement 2025 -27 No. 90509

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

Mutual Aid Agreement for Public Health and Human Services and the Use of Resources including Personnel and Equipment

THIS AGREEMENT is made and entered into between Aitkin County; Bois Forte Band of Chippewa; Carlton County; Cook County; Fond du Lac Band of Lake Superior Chippewa; Grand Portage Band of Lake Superior Chippewa; Itasca County; Koochiching County; Lake County; Leech Lake Band of Ojibwe; and St. Louis County, (collectivity referred to as “Parties” and individually as “Participating Party” or “Party”). The Parties are governmental units as defined in Minnesota Statutes Section 471.59, subd. 1(b).

Aitkin County, Carlton County, Cook County, Itasca County, Koochiching County, Lake County, and St. Louis County, (collectivity referred to as “County Parties” and individually as “County Party”), are political subdivisions of the State of Minnesota and acting pursuant to the authority granted under Minnesota Statutes, Section 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties; and Section 12.27, subd. 3, which authorizes mutual aid arrangements for dispatch of resources to be authorized by a local delegation of authority.

Bois Forte Band of Chippewa, Fond du Lac Band of Lake Superior Chippewa, Grand Portage Band of Lake Superior Chippewa, and Leech Lake Band of Ojibwe (collectivity referred to as “Tribal Parties” and individually as “Tribal Party”), are federally recognized Indian Tribes and independent sovereign governments acting pursuant to their inherent sovereign authority applicable tribal resolutions and tribal laws, regulations, and policies.

In consideration of the mutual promises and Agreements contained herein, and subject to the provisions of Minnesota Statutes, Sections 471.59 and 12.27, subd. 3 for the County Parties, the Parties agree as follows:

Article 1 Enabling Authority

- A. The County Parties enter into this Agreement pursuant to Minnesota Statutes Section 471.59 and Minnesota Statutes Section 12.27, subd. 3, which authorize two or more governmental units to jointly exercise any power common to the contracting parties and authorize the governing body of a political subdivision to delegate a local authority who may dispatch equipment and personnel as considered necessary if a danger of fire, hazard, casualty, or

another similar occurrence exists outside of the political subdivision and by its suddenness it would be impractical for the governing body itself to authorize the dispatch of equipment.

- B. The Tribal Parties enter into this Agreement as independent sovereign governments acting pursuant to their inherent sovereign authority, applicable tribal resolutions, and tribal laws, regulations, and policies.
- C. These arrangements must be consistent with the local emergency operations plan for each Party, if required.
- D. For the purposes of this Agreement, the local authority for each Participating Party shall be the Health and Human Services Director for each governmental unit unless a difference official is designated by a Party.

Article 2

Purpose

- A. The Parties to this Agreement intend to make equipment, personnel and other resources available to each Party who has signed this Agreement upon its request to the other Parties who have signed the Agreement.
- B. The Parties to this Agreement intend that the Agreement serve as a valid written agreement for mutual aid as required by FEMA in requesting reimbursement for those reasonable eligible costs incurred as a result of a qualifying emergency.
- C. The Parties to this Agreement also intend that the Agreement cover preparation and training for emergency activities.

Article 3

Definitions

For the purposes of this Agreement, the following terms shall be defined as follows:

- A. "Assistance" means personnel, equipment, supplies and/or services from the following departments: Health and Human Services and any other services as agreed upon by the Parties and permitted by law.
- B. "Employee" means those personnel currently working for a Party including selected and appointed officials, officers and volunteers who are registered with and under the direction and control of that Party.
- C. "Participating Party" means a governmental unit as defined by Minnesota Statutes, Section 471.59, subd. 1. "Parties" shall collectively mean more than one Party.

- D. "Requesting Official" means the person designated by a Participating Party who is responsible for requesting Assistance from the other Participating Parties. For the purposes of this Agreement, the Requesting Official will be the Participating Party's Health and Human Services Director.
- E. "Requesting Party" means a Participating Party that requests Assistance from another or other Participating Parties.
- F. "Responding Official" means the person designated by a Participating Party who is responsible to determine whether and to what extent that Participating Party should provide Assistance to a Requesting Party. For the purposes of this Agreement, the Responding Official will be the Party's Health and Human Services Director.
- G. "Responding Party" means a Participating Party that provides Assistance to a Requesting Party.

Article 4

Provision of Mutual Aid

- A. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish Assistance. The Requesting Party, within a reasonable period of time, shall provide the Responding Parties with a written confirmation of the need for Assistance including details regarding requested resources, timelines/schedules and location(s) for assistance.
- B. Response to Request. Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her Party's personnel to provide Assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources. Once Assistance has been authorized, the Responding Party, within a reasonable period of time, shall provide the Requesting Party with a written confirmation of Assistance including details regarding the personnel and resources to be provided and when they will be available.
- C. Recall and Release of Assistance. The Responding Official may at any time recall such assistance when, in his or her best judgment or by an order from the governing body of the Responding Party or its designee, it is considered to be in the best interest of the Responding Party to do so. The Requesting Party may at any time release a Responding Party or an individual from providing any further assistance.

- D. Command of Incident. The Requesting Party shall be in command of the mutual aid incident. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.
- E. State Declared Emergency. If the State of Minnesota or an authorized state agency declares an emergency, the applicable statutes and administrative rules pertaining to state declared emergencies shall prevail where they conflict with the provisions of this Agreement.
- F. Volunteer Registration. Any volunteers participating in the mutual aid activities shall register with the Party in command of the incident (the Requesting Party).

Article 5

Hold Harmless and Indemnification

- A. The Requesting Party shall defend, indemnify and hold harmless the Responding Party and its Employees against any and all claims brought or actions filed against the Responding Party or its Employees for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.
- B. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), applicable to the County Parties, the Employees and officials of a Responding Party are deemed to be Employees (as defined in Minnesota Statutes, Section 466.01, subd. 6) of the Requesting Party, but only when a County Party is the Requesting Party and only for purposes of addressing the County Parties' liability under this Agreement. The Employees of the Responding Party shall not be considered Employees of the Requesting Party for any other purpose.
- C. Under no circumstances shall a County Party be required to pay on behalf of itself and other County Parties, any amounts in excess of the limits of liability established in Minnesota Statutes chapter 466 applicable to any third party claim. The statutory limits of liability for some or all of the County Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim.
- D. Each Participating Party agrees to promptly notify the other Participating Parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other Participating Parties, and arising out of acts or omissions related to this Agreement.

- E. The intent of this Article 5 is to impose on each Requesting Party a duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to applicable limits of liability. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
- F. There shall be no liability to any Participating Party for failure to furnish Assistance or for recalling or releasing Assistance as described in this Agreement.

Article 6

Workers' Compensation

Each Participating Party shall be responsible for injuries or death of its own Employees to the extent required by law. Each Participating Party will maintain workers' compensation insurance or self-insurance coverage, covering its own Employees while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Article 7

Damage to Equipment

Each Participating Party, to the extent a Party is at fault, shall be responsible for damage to or loss of its equipment while acting within the scope of this Agreement. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Article 8

Charges to the Requesting Party

- A. No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Requesting Party under the terms of this Agreement unless that Assistance continues for a period of more than 8 hours. If Assistance provided under this Agreement continues for more than eight (8) hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party shall reimburse the party providing the Assistance for that amount.

- B. The Requesting Party shall take all steps necessary to seek state or federal reimbursement on behalf of the Responding Party for the actual cost of any Assistance provided during the initial eight (8) hour period including salaries, overtime, materials and supplies, and other necessary expenses.
- C. The Parties acknowledge that charges may be assessed without regard to the availability of federal or state government funds to reimburse the charges.

Article 9

Term of Agreement

This Agreement will commence upon approval of the Participating Party and the signature of the official(s) with authority to bind the Party. This Agreement shall be in effect until such time as the Agreement is terminated pursuant to Article 11 herein. This Agreement will only apply to those Parties whose county boards, city council or other authorized signatory have lawfully executed the document.

Article 10

Merger and Modification

- A. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Participating Parties hereto.

Article 11

Default and Withdrawal

- A. A default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the other Participating Parties, the non-defaulting Parties may by majority, vote to remove the defaulting Party by providing written notice of termination of the Agreement as to the defaulting Party only. Any such removal or termination of this Agreement shall become effective upon the sending of such notice and will not cancel any obligations incurred by any Party prior to such termination.

- B. Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein.
- C. The terms of Article 5, 6, 7, 12 and 13 shall survive the expiration, termination or withdrawal from this Agreement.
- D. Only the governing bodies or authorized signatory of the Participating Parties have authority to act pursuant to this provision of the Agreement.

Article 12

Jurisdiction, Rights, Claims and Defenses

- A. Nothing in this Agreement shall be construed to relinquish, diminish, confer, alter or otherwise affect the Parties' law enforcement jurisdiction. The Parties mutually agree that this Agreement does not alter existing law enforcement jurisdiction or the authority or rights of either Party over areas within each Party's jurisdiction. The Parties also mutually agree that nothing in this Agreement shall be deemed to alter or affect the Tribal Parties' authority of self-governance, sovereignty, the Tribal Parties' treaty rights, or any rights and powers the Tribal Parties' hold under applicable laws or treaties.
- B. Except as expressly provided herein, the fact that the Tribal Parties or the County Parties are or may have been a party to this Agreement shall not be construed as a waiver of any rights, claims or defenses that, absent this Agreement, any of those entities may have under any applicable law.
- C. Nothing in this Agreement shall waive or otherwise limit the Tribal Parties' sovereign immunity from suit or otherwise impair the sovereignty of the Tribal Parties.

Article 13

Data Privacy

- A. The Parties acknowledges that successful implementation of this Agreement may require information sharing between the Parties and the Parties may receive information that is treated as confidential by the other Party while performing obligations under this Agreement, including but not limited to information pertaining to governmental operations, personnel, governmental affiliates or subsidiaries, or other sensitive governmental data. The Parties further acknowledge and agree that confidential information shared in the implementation of this Agreement must be used solely for the purposes outlined in this Agreement and protected from disclosure to third parties.
- B. Each Party agrees to comply with data practices, storage, or confidentiality laws, rules, regulations, or ordinances applicable to that Party.

- C. In the event a Party receives a request for another Party's data or information, including requests made pursuant to Minnesota Government Data Practices Act, the Party that received the request will inform the other Party prior to disclosure. Nothing in this Agreement shall be construed to prevent disclosure of confidential information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

Article 14

Compliance

Participating Parties shall comply with all applicable federal, tribal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

Article 15

Parties

Other units of government or entities identified in Minn. Statutes, Section 471.59, subd. 1 may become a party to this Agreement upon approval of the Parties to this Agreement at the date of the request. The new Party will sign a copy of the Agreement. Existing Parties will not be required to re-sign.

Article 16

Execution

Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

Article 17

Counterparts

This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute one and the same agreement.

Article 18

Contract Administration

In order to coordinate the services so as to accomplish the purposes of this Agreement, each Participating Party's "Requesting Official"/"Responding Official" or equivalent counterpart, shall

be the contact person for each Participating Party under this Agreement. A Participating Party may designate someone other than the "Requesting Official"/"Responding Official" or equivalent, as the contact person by providing written notice to all other Participating Parties.

Article 19

Duration

This Agreement will be in force for a period of three (3) years from the date of execution. Any Party may withdraw from this Agreement upon thirty (30) days written notice to the other Party or Parties to the Agreement.

Aitkin County

Dated: _____

Bois Forte Band of Chippewa

Dated: _____

Carlton County

Dated: _____

Fond du Lac Band of Lake Superior Chippewa

Dated: _____

Cook County

Dated: _____

Grand Portage Band of Lake Superior Chippewa

Dated: _____

Itasca County

Dated: _____

Koochiching County

Dated: _____

Lake County

Dated: _____

Leech Lake Band of Ojibwe

Dated: _____

St. Louis County

Dated: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-473

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Sale of Equipment

BOARD ACTION REQUESTED:
Authorize the Transportation Department to sell a motor grader to the City of Nashwauk.

BACKGROUND:
The City of Nashwauk has indicated their desire to purchase a used county motor grader.
MN Statute 471.85 allows for a direct sale to another governmental agency.
Unit #1097 - 2009 John Deere 672G 12,245 hours
Sale price - \$34,000.00

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-486

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bridge Bonding Resolution - 2025

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Bridge Bonding (Revised 7/16/2025).

BACKGROUND:

Periodically we must update the bridge bonding resolution for various reasons, such as the addition or completion of projects, change of year of construction, etc. The resolution is required by MnDOT as one of the first steps in obtaining bridge bonding funds from the State.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

RESOLUTION 2025-26

RE: BRIDGE BONDING (REVISED 7/16/2025)

WHEREAS, Itasca County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government,

WHEREAS, Itasca County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five (5) years;

NOW, THEREFORE BE IT RESOLVED that the following bridges are high priority and Itasca County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

Old Bridge Number	Road Number and Name	Crossing	LPI	Total Project Cost	Township or State Bridge Funds Requested	Federal Funds	Local or State Aid Funds	Proposed Const. Year
7026	CR 439	Split Hand Creek	45	\$700,000	\$625,000		\$75,000	2026
7027	CSAH 68	Split Hand Creek	46	\$750,000	\$350,000		\$400,000	2026
7146	CSAH 17	Pokegama Lake	58	\$1,450,000	\$550,000		\$900,000	2027
92970	CR 533	Deer River	57	\$800,000	\$700,000		\$100,000	2027
31507	CSAH 71	Swan River	52	\$1,200,000	\$400,000		\$800,000	2028
31522	CSAH 40	Bigfork	73	\$1,600,000	\$800,000		\$800,000	2028
31504	CSAH 69	Swan River	60	\$900,000	\$450,000		\$450,000	2029
88215	CR 254	Rice River	59	\$900,000	\$450,000		\$450,000	2029

88246	CSAH 80	BNSR RR	46	\$1,000,000	\$500,000		\$500,000	2030
31520	CSAH 7	Prairie River	61	\$1,400,000	\$700,000		\$700,000	2030
31502	CSAH 32	Popple River	68	\$1,000,000	\$500,000		\$500,000	2030

FURTHERMORE, Itasca County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

FURTHERMORE, Itasca County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on August 5, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-502

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Approve two (2) Utility Easements with Lake Country Power across Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve two(2) utility easements for Lake County Power over and across tax-forfeited trust land located in Government Lot 3, Section 7, Township 58 North, Range 23 West, and SESE, Section 24, Township 58 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, and authorize necessary signatures.

BACKGROUND:

These utility easements to Lake Country Power are for upgrades to their existing facilities.

COUNTY ATTORNEY REVIEW: Yes and/or pending

SUPPORTING DOCUMENTATION:

1. Easement_LCP_7-58-23
2. Easement_LCP_24-58-24

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

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2025, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the _____ day of _____, 2025, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 30 feet

in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

The 30-foot-wide right-of-way easement for utility purposes lies over, under and across Government Lot 3, Section Seven (7), Township Fifty-eight (58) North, Range Twenty-three (23) West, of the Fourth Principal Meridian, Itasca County, Minnesota, more particularly described as follows:

A right-of-way easement for utility purposes over, under and across a strip of land, 30.00 feet in width, located in Government Lot 3, Section Seven (7), Township Fifty-eight (58) North, Range Twenty-three (23) West, of the Fourth Principal Meridian, Itasca County, Minnesota. Said easement lies 10.00 feet to the right and 20.00 feet to the left of the following described line:

Commencing at the northwest corner of said Government Lot 3; thence North 89 degrees 56 minutes 58 seconds East, assumed bearing along the north line of said Government Lot 3, a distance of 31.01 feet to the east line of the West 31.00 feet of said Government Lot 3 and the point of beginning of the centerline to be described; thence South 1 degrees 23 minutes 15 seconds West, along last said east line, a distance of 1,326.09 feet to the south line of said Government Lot 3 and said centerline there terminating. Subject to the right-of-way of County Road No. 336
SEE ATTACHED SURVEY

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

for any errors or costs for corrections in that regard. The Easement granted herein is limited to the interest of the tax-forfeited trust, if any, and subject to surviving record or possessory rights established prior and adverse to said interest. Nothing contained herein shall be construed to revive any such adverse right abandoned under Minnesota Statutes 541.021, subsequent revisions thereto, and/or other applicable law.

II.

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

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement. This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

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

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee

shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur

due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, its use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

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

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

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

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles

<u>Limits</u>
\$1,500,000

- c. Workers' Compensation and Employer's Liability:

Statutory
Limits

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

		<u>Limits</u>
d.	Employer's Liability	
	Bodily injury by:	
	Accident - Each Accident	\$500,000
	Disease - Policy Limit	\$500,000
	Disease - Each Employee	\$500,000

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

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

- | | | |
|----|--|---------------|
| | | <u>Limits</u> |
| 1. | Bodily Injury by Accident, each accident | \$500,000 |

- | | | |
|----|---|-----------|
| 2. | Bodily Injury by Disease, policy limit | \$500,000 |
| 3. | Bodily Injury by Disease, each employee | \$500,000 |

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

b. Commercial General and Automobile Liability Insurance:

- | | <u>Limits</u> |
|--|---------------|
| 1. Commercial General Liability: | |
| Combined Bodily Injury and Property Damage | |
| Each Occurrence Limit | \$1,500,000 |
| General Aggregate Limit | \$3,000,000 |
| Products - Completed Operations | |
| Aggregate Limit | \$3,000,000 |
| Personal and Advertising Injury Limit | \$1,500,000 |
| Coverages above shall also include: | |
| Premises - Operations | |
| Contractual Liability (including oral and written contracts) | |
| Explosion, Collapse, Underground Property Damage (XCU) | |
| 2. Automobile Liability including Hired Car and Employers Non-Ownership Liability: | |
| Combined Bodily Injury and Property Damage: | |
| Each Occurrence Limit | \$1,500,000 |

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

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

property.

XII.

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

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.
- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained rights-of-way, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.

- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.
- H. This easement is subject to the approval/permitting process of public road authorities respecting their right of way and/or impacts to any of their existing improvements and anticipated alterations thereto, within our outside of their right of way.
- I. Except as addressed in the previous paragraph, Grantee shall not, without prior written authorization from Itasca County, damage or impede the continued use and maintenance, rightful or otherwise, of any previously existing road, driveway, trail, snow storage location, ditch, drainage, in-slope, backslope, clearing, traffic control, sign, utility (buried or otherwise), culvert, building, septic, well, or other substantial structure or improvement, including the earth necessary to support any of it.
- J. This Easement is subject to the right of Itasca County to use and maintain, for public highway purposes, the land within the area stated below for the specific road(s) identified: within 50 feet from the centerline of County Road 336.

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

COUNTY OF ITASCA
STATE OF MINNESOTA

State of Minnesota)
) ss
County of Itasca)

Notary Public

Page 11 of 11

EXHIBIT A

A 30 foot wide right-of-way easement for utility purposes which lies over, under and across the following described parcel situated in Itasca County, Minnesota:

PARCEL DESCRIPTION

Government Lot 3, Section 7, Township 58 North, Range 23 West, of the Fourth Principal Meridian, Itasca County, Minnesota.

(P.I.D. 04-007-3200)

UTILITY EASEMENT DESCRIPTION

An easement for utility purposes, 30.00 feet in width, over, under and across part of Government Lot 3, Section 7, Township 58 North, Range 23 West, of the Fourth Principal Meridian, Itasca County, Minnesota. Said easement lies 10.00 feet to the right and 20.00 feet to the left of the following described line:

Commencing at the northwest corner of said Government Lot 3; thence North 89 degrees 56 minutes 58 seconds East, assumed bearing along the north line of said Government Lot 3, a distance of 31.01 feet to the east line of the West 31.00 feet of said Government Lot 3 and the point of beginning of the centerline to be described; thence South 1 degree 23 minutes 15 seconds West, along last said east line, a distance of 1326.09 feet to the south line of said Government Lot 3 and said centerline there terminating.

Subject to the right-of-way of County Road No. 336.

SURVEY EXHIBIT

Utility Easement across Itasca County Administered Tax Forfeit land
within Government Lot 3, Section 7,
T 58 N, R 23 W, Itasca County, Minnesota



Doc. A000690244

N89°56'58"E

975.99

N89°56'58"E

3839.22

North line of Government Lot 3

20.00

10.00

33' County Road No. 336 R/W lines

GOV. LOT 3
Parcel 04-007-3200
County Administered Tax Forfeit

Total area of 40' wide utility easement
= 0.91 Acres (39,783± Sq. ft.)
Portion of easement East of Co. Road R/W
= 0.55 Acres (23,869± Sq. ft.)
Total length of easement centerline
= 1326.09 feet

Centerline of utility easement

1324.61

S1°10'19"W

981.02

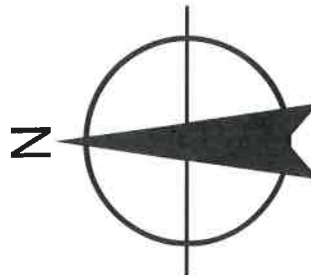
N89°52'01"E

31.01

County Road No. 336

1326.14

GOV. LOT 4



The orientation of this survey is
based on Grid North, Itasca County
Coordinate System, North Zone



Legend

- Denotes section corner monument in place
- ⊗ Denotes calculated position
- Denotes described centerline of utility easement
- DH — DH — Denotes overhead power line
- ==== Denotes gravel surface of road

Surveyor's Affidavit

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

Jeffrey P. Major
Jeffrey P. Major

Date: 6/30/25 Registration No. 44902



1" pipe

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2025, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the _____ day of _____, 2025, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 24 feet

in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

The 35-foot-wide right-of-way easement for utility purposes lies over, under and across the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4), Section Twenty-four (24), Township Fifty-eight (58) North, Range Twenty-four (24) West, of the Fourth Principal Meridian, Itasca County, Minnesota, more particularly described as follows:

A right-of-way easement for utility purposes over, under and across a strip of land, 35.00 feet in width, located in Southeast Quarter of the Southeast Quarter (SE1/4SE1/4), Section Twenty-four (24), Township Fifty-eight (58) North, Range Twenty-four (24) West, of the Fourth Principal Meridian, Itasca County, Minnesota, the centerline of which is described as follows:

Commencing at the northeast corner of said SE1/4 SE1/4; thence South 89 degrees 49 minutes 08 seconds West, assumed bearing along the north line of said SE1/4 SE1/4, a distance of 42.01 feet to the west line of the East 42.00 feet of said SE1/4 SE1/4 and the point of beginning of the centerline to be described; thence South 1 degrees 08 minutes 45 seconds West a distance of 1,334.86 feet to the south line of said SE1/4 SE1/4 and said centerline there terminating. Subject to the right-of-way County Road 336.

SEE ATTACHED SURVEY

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

for any errors or costs for corrections in that regard. The Easement granted herein is limited to the interest of the tax-forfeited trust, if any, and subject to surviving record or possessory rights established prior and adverse to said interest. Nothing contained herein shall be construed to revive any such adverse right abandoned under Minnesota Statutes 541.021, subsequent revisions thereto, and/or other applicable law.

II.

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

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement. This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

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

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee

shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur

due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, its use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

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

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

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

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles

<u>Limits</u>
\$1,500,000

- c. Workers' Compensation and Employer's Liability:

Statutory
Limits

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

		<u>Limits</u>
d.	Employer's Liability	
	Bodily injury by:	
	Accident - Each Accident	\$500,000
	Disease - Policy Limit	\$500,000
	Disease - Each Employee	\$500,000

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

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

- | | | |
|----|--|---------------|
| | | <u>Limits</u> |
| 1. | Bodily Injury by Accident, each accident | \$500,000 |

- | | | |
|----|---|-----------|
| 2. | Bodily Injury by Disease, policy limit | \$500,000 |
| 3. | Bodily Injury by Disease, each employee | \$500,000 |

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

b. Commercial General and Automobile Liability Insurance:

- | | | |
|----|---|---------------|
| | | <u>Limits</u> |
| 1. | Commercial General Liability: | |
| | Combined Bodily Injury and Property Damage | |
| | Each Occurrence Limit | \$1,500,000 |
| | General Aggregate Limit | \$3,000,000 |
| | Products - Completed Operations | |
| | Aggregate Limit | \$3,000,000 |
| | Personal and Advertising Injury Limit | \$1,500,000 |
| | Coverages above shall also include: | |
| | Premises - Operations | |
| | Contractual Liability (including oral and written contracts) | |
| | Explosion, Collapse, Underground Property Damage (XCU) | |
| 2. | Automobile Liability including Hired Car and Employers Non-Ownership Liability: | |
| | Combined Bodily Injury and Property Damage: | |
| | Each Occurrence Limit | \$1,500,000 |

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

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

property.

XII.

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

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.
- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained rights-of-way, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.

- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.
- H. This easement is subject to the approval/permitting process of public road authorities respecting their right of way and/or impacts to any of their existing improvements and anticipated alterations thereto, within our outside of their right of way.
- I. Except as addressed in the previous paragraph, Grantee shall not, without prior written authorization from Itasca County, damage or impede the continued use and maintenance, rightful or otherwise, of any previously existing road, driveway, trail, snow storage location, ditch, drainage, in-slope, backslope, clearing, traffic control, sign, utility (buried or otherwise), culvert, building, septic, well, or other substantial structure or improvement, including the earth necessary to support any of it.
- J. This Easement is subject to the right of Itasca County to use and maintain, for public highway purposes, the land within the area stated below for the specific road(s) identified: within 50 feet from the centerline of County Road 336.

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

COUNTY OF ITASCA
STATE OF MINNESOTA

State of Minnesota)
) ss
 County of Itasca)

Notary Public

Page 11 of 11

EXHIBIT A

A 35 foot wide right-of-way easement for utility purposes which lies over, under and across the following described parcel situated in Itasca County, Minnesota:

PARCEL DESCRIPTION

The Southeast Quarter of the Southeast Quarter, Section 24, Township 58 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota.

(P.I.D. 04-124-4400)

UTILITY EASEMENT DESCRIPTION

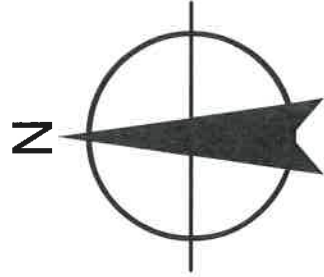
An easement for utility purposes, 35.00 feet in width, over, under and across part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), Section 24, Township 58 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota. Said easement lies 25.00 feet to the right and 10.00 feet to the left of the following described line:

Commencing at the northeast corner of said SE1/4 SE1/4; thence North 89 degrees 49 minutes 08 seconds West, assumed bearing along the north line of said SE1/4 SE1/4, a distance of 42.01 feet to the west line of the East 42.00 feet of said SE1/4 SE1/4 and the point of beginning of the centerline to be described; thence South 1 degree 08 minutes 45 seconds West, along last said west line, a distance of 1334.86 feet to the south line of said SE1/4 SE1/4 and said centerline there terminating.

Subject to the right-of-way of County Road No. 336.

SURVEY EXHIBIT

Utility Easement across Itasca County Administered Tax Forfeit land
within the SE1/4-SE1/4, Section 24,
T 58 N, R 24 W, Itasca County, Minnesota



The orientation of this survey is
based on Grid North, Itasca County
Coordinate System, North Zone



Legend

- Denotes section corner monument in place
- ⊗ Denotes calculated position
- Denotes described centerline of utility easement
- Denotes overhead power line
- ==== Denotes paved surface of road



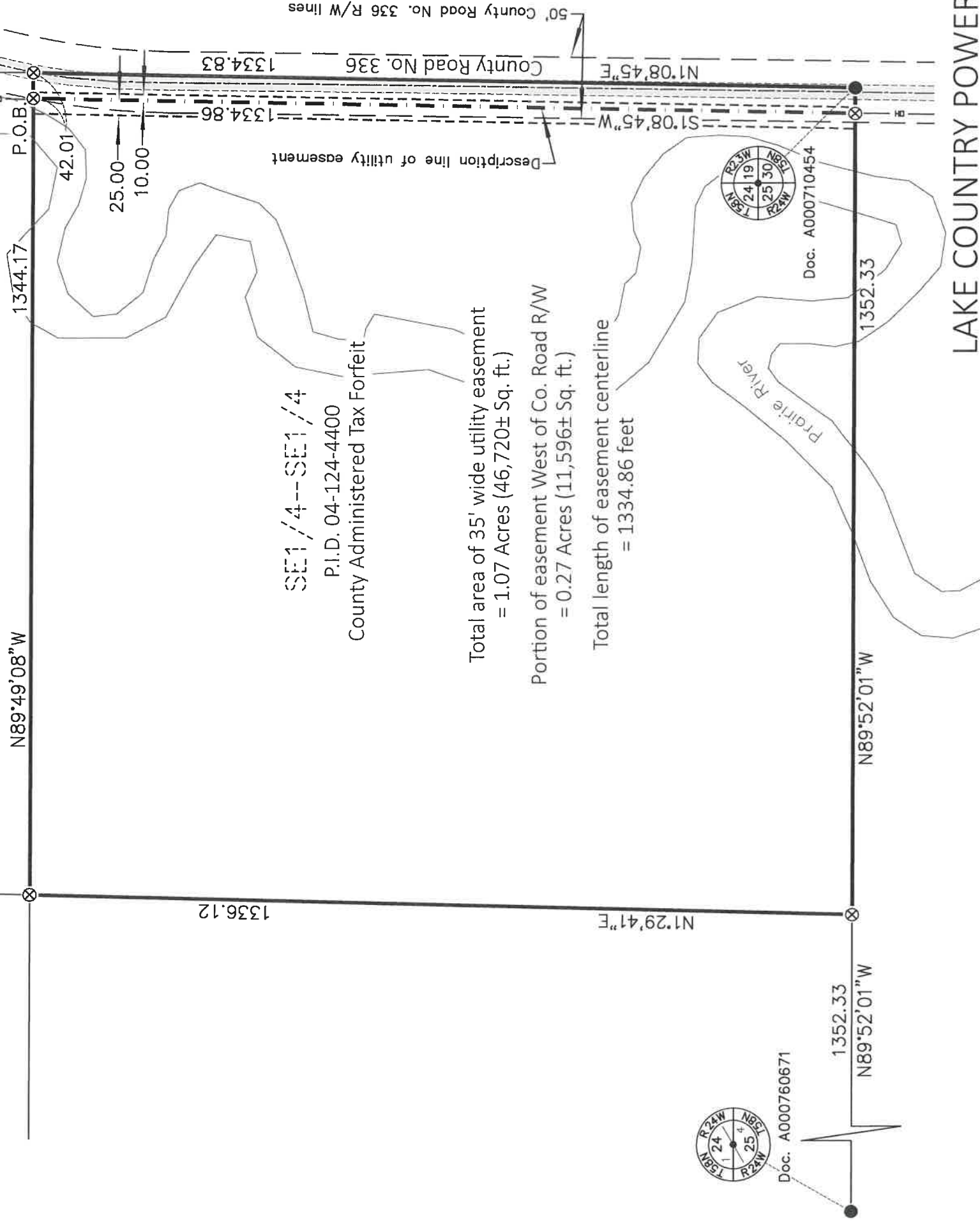
Doc. A000690246

Surveyor's Affidavit

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

Jeffrey P. Major
Jeffrey P. Major

Date: 7/01/25 Registration No. 44902





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-155

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

08/05/2025

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

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-84

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of August 6, 2025, in the amount of \$597,292.49.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-505

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Compliance Plan, Code of Conduct and Related Policies and Procedures

BOARD ACTION REQUESTED:

Review, receive training on, and approve the IMCare Compliance Plan, Code of Conduct and Related Policies and Procedures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Compliance Plan, Code of Conduct, and Related P&Ps

08/05/2025

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

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-509

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Terminate Nashwauk Ambulance Contract

BOARD ACTION REQUESTED:

Approve the request to end the Nashwauk Ambulance Contract effective 09/30/2025.

BACKGROUND:

North Memorial Health Care will be taking over the Nashwauk Ambulance Service (License 0172) in September. Therefore, the current contract Itasca County has in place through 12/31/2025 with the City of Nashwauk for Nashwauk Ambulance Services will be termed as of 09/30/2025.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-507

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Security Interest in Nashwauk Ambulance

BOARD ACTION REQUESTED:

Approve and authorize Health and Human Services Director to release security interest for Nashwauk Ambulances to the City of Nashwauk.

BACKGROUND:

North Memorial Health Care was awarded the contract to provide ambulance service to the Nashwauk Ambulance Subordinate Service District (NASSD). They were able to keep the bid low by planning to use the existing equipment owned by the city of Nashwauk. Both Itasca County and the City of Nashwauk contributed to the purchase of the ambulances. The City of Nashwauk's resolution transferring ambulance equipment is attached.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. City of Nashwauk Resolution 07082025 Meeting

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner
SECONDER:	Commissioner
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
NAYS:	John Johnson

At the Council meeting held July 8, 2025, at 5:30 P.M., in the Nashwauk City Council Chambers, Councilor Jensen offered the following Resolution and moved its adoption:

RESOLUTION NO. 2025-08

**RESOLUTION IN SUPPORT OF AUTHORIZING THE CITY OF NASHWAUK TO CONVEY
AMBULANCE EQUIPMENT TO NORTH MEMORIAL HEALTH CARE**

WHEREAS, The City of Nashwauk ("Nashwauk") is a statutory city organized and existing under the laws of the State of Minnesota; and,

WHEREAS, Nashwauk owns and operates an ambulance service;

WHEREAS, at their January 28, 2025, Council meeting the Nashwauk City Council requested that Itasca County accept conveyance of its ambulance service to own and operate it as the County sees fit effective January 1, 2026; further, establishing a Subordinate Service District for the benefit of the ambulance service;

WHEREAS, Itasca County accepted conveyance of the ambulance service and established a Subordinate Service District for the ambulance service;

WHEREAS, Itasca County contracted with North Memorial Health Care for professional services to provide ambulance services to the Nashwauk Ambulance Subordinate Service District effective January 1, 2026;

WHEREAS, North Memorial Health Care will apply to the Office of Emergency Medical Services to transfer the ambulance license from the City of Nashwauk to North Memorial Health Care effective September 3, 2025, and operate the ambulance service as their own until Itasca County accepts the license January 1, 2026;

WHEREAS, Itasca County has a security interest in the ambulances owned by Nashwauk and will release the security interest if Nashwauk approves conveyance of said ambulances to North Memorial Health; and

WHEREAS, Nashwauk owns other medical devices such as Lucas devices, cardiac monitors/defibrillators, and medical supplies;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that in cooperation with Itasca County and for the purpose of the successful operation of an ambulance service within Nashwauk City limits, the City of Nashwauk will convey the following equipment to North Memorial Health Care effective September 2, 2025:

1. 2020 Chevy North Star Ambulance with an estimated value of

\$86,400

2. 2012 Ford E450 Ambulance with an estimated value of \$6,400
3. (2) Heart monitors with an estimated value of \$10,000 each
4. (2) Lucas devices with an estimated value of \$12,000 each
5. Various medical supplies of an unknown value

The motion to adopt the foregoing Resolution was duly supported by Councilor Sullivan and upon being put to a vote, carried as follows:

For Adoption: Councilor Tom Martire, Councilor Sheila Jensen, Councilor Terry Sullivan, Acting Mayor David Bruns.

Against Adoption: None.

Absent: Mayor Greg Heyblom.

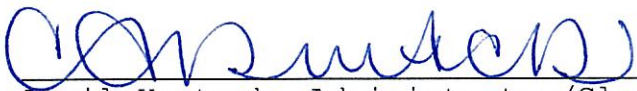
Passed and adopted this 8th day of July 2025.

CITY OF NASHWAUK



Greg Heyblom, Mayor

ATTEST:



April Kurtock, Administrator/Clerk-Treasurer



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-511

DEPARTMENT: Attorney
PRESENTER: Jacob Fauchald

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Joint Powers Agreement - Itasca County and the Minnesota State Bureau of Criminal Apprehension (BCA)

BOARD ACTION REQUESTED:

Adopt a Resolution Re: Authorizing Itasca County Board Chair Casey Venema, Itasca County Administrator Brett Skyles, Sheriff Joe Dasovich, and County Attorney Jake Fauchald to sign the State of Minnesota Joint Powers Agreements and Court Data Services Subscriber Amendment to CJDN Subscriber Agreements between Itasca County and State of Minnesota.

BACKGROUND:

This joint powers agreement is a five-year agreement which is up for renewal. It provides the Itasca County Sheriff's Office and the Itasca County Attorney's Office with access to the CJDN systems and tools needed to effectuate the investigation and prosecution of crimes. The amendment for the State Court Administrator's Office is required as part of this JPA because the systems used provide access to/submission of court records. The agreement was last renewed in 2020 and requires a monthly fee of \$50 for each agency, which will be paid out of the respective budgets of the Itasca County Sheriff's Office and the Itasca County Attorney's Office.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca Co Attorney Master JPA 2025
2. Itasca Co Attorney Court Amendment 2025
3. Itasca Co SO Master JPA 2025
4. Itasca Co SO Court Amendment 2025

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

RESOLUTION 2025-27

**RE: RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH
THE COUNTY OF ITASCA ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF**

WHEREAS, the County of Itasca on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW THEREFORE BE IT RESOLVED, by the County Board of Itasca County, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Itasca on behalf of its County Attorney and Sheriff are hereby approved.
2. That the Itasca County Sheriff, Joe Dasovich, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That the Itasca County Attorney, Jake Fauchald, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
4. That Commissioner Casey Venema, the County Board Chair of the County of Itasca, and Brett Skyles, the County Administrator for the County of Itasca, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 5th day of August, 2025.

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on August 5, 2025 and that the same is a true and correct copy of the whole thereof.

A handwritten signature in dark ink, appearing to read "Brett Skyles", is positioned above a horizontal line.

Administrator



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Itasca on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Six Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.2590

Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Jacob Fauchald, County Attorney
Address: 123 NE 4th St
Grand Rapids, MN 55744
Telephone: 218.327.2867
Email Address: jacob.fauchald@co.itasca.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber

Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Casey Venema
(PRINTED)

Signed: _____

Title: Itasca County Board Chair
(with delegated authority)

Date: _____

Name: Brett Skyles
(PRINTED)

Signed: _____

Title: Itasca County Administrator
(with delegated authority)

Date: _____

Name: Jacob P. Fauchald
(PRINTED)

Signed: _____

Title: Itasca County Attorney
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Itasca on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 2664653, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Casey Venema
(PRINTED)

Signed: _____

Title: Itasca County Board Chair
(with delegated authority)

Date: _____

Name: Brett Skyles
(PRINTED)

Signed: _____

Title: Itasca County Administrator
(with delegated authority)

Date: _____

Name: Jacob P. Fauchald
(PRINTED)

Signed: _____

Title: Itasca County Attorney
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Itasca on behalf of its Sheriff's Office ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Five Thousand Five Hundred Twenty Dollars (\$5,520.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106

Telephone: 651.793.2590
Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Joe Dasovich, County Attorney
Address: 108 NE 5th St
Grand Rapids, MN 55744
Telephone: 218.326.3477
Email Address: joe.dasovich@co.itasca.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Casey Venema
(PRINTED)

Signed: _____

Title: Itasca County Board Chair
(with delegated authority)

Date: _____

Name: Brett Skyles
(PRINTED)

Signed: _____

Title: Itasca County Administrator
(with delegated authority)

Date: _____

Name: Joseph Dasovich
(PRINTED)

Signed: _____

Title: Itasca County Sheriff
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Itasca on behalf of its Sheriff’s Office (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 2664667, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Casey Venema
(PRINTED)

Signed: _____

Title: Itasca County Board Chair
(with delegated authority)

Date: _____

Name: Brett Skyles
(PRINTED)

Signed: _____

Title: Itasca County Administrator
(with delegated authority)

Date: _____

Name: Joseph Dasovich
(PRINTED)

Signed: _____

Title: Itasca County Sheriff
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-512

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Lease Agreements with Mesabi Metallics Co.

BOARD ACTION REQUESTED:

Approve long-term lease agreements with Mesabi Metallics Co LLC, and authorize necessary signatures, with final execution of leases contingent upon approval by the Minnesota Department of Natural Resources.

BACKGROUND:

Yes and/or Pending

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Long Term South Access Lease_Final
2. Tailings & Underground Water Pipeline Full Lease_Final
3. Tailings & Underground Water Pipeline New Lease_Final

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

**MESABI METALLICS LONG TERM
SOUTH SAFETY ACCESS LEASE
(Tax-forfeited Lands)**

This Lease Agreement ("Agreement") is made effective this _____ day of _____, 2025, (the "Effective Date") by and between the State of Minnesota in trust for the taxing districts ("Landlord"); and Mesabi Metallics Company LLC ("Tenant"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 1(f), which states the County Auditor with approval of the county board is authorized to grant permits, licenses, and leases to tax-forfeited lands for the depositing of stripping, lean ores, tailings, or waste products from mines or ore milling plants, or to use for facilities needed to recover iron-bearing oxides from tailings basins or stockpiles, or for a buffer area needed for a mining operation, upon the conditions and for the consideration and for the period of time, not exceeding 25 years, as the county board may determine. The permits, licenses, or leases are subject to approval by the commissioner of natural resources. Both parties represent to each other that they have the authority to enter into this Agreement.

2. **Premises.** The Landlord in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by Tenant, hereby leases to the Tenant, subject at all times to sale, lease and use for other purposes, the non-exclusive surface right in the following described Premises to wit:

Southwest ¼ of the Southwest ¼, less revised description 1 in Section 10, Township 56 North, Range 23 West, 4th Principal Meridian; Itasca County Parcel 18-010-3301; 32.6 acres, more or less.*

See *Exhibit A* for *revised description 1 and *Exhibit B* for map.

This Agreement does not lease to Tenant any subsurface mineral rights, personal property, nor any surface overburden, rock, lean ore, tailings, or other material that has been removed from below the surface and deposited on the surface in the process of iron ore, taconite, or other metallic minerals mining, or in the process of beneficiation.

This Agreement does not grant Tenant any prior or prescriptive rights to the Premises, nor is Landlord or the State of Minnesota obligated to issue any lease to Tenant upon any of the Premises for subsurface mineral rights, personal property, surface overburden, rock, lean ore, tailings, or other materials.

Landlord does not warrant its title to the premises nor undertake to defend the Tenant in

the peaceable possession or use thereof. No covenant of Quiet enjoyment is made. Tenant shall indemnify and hold Landlord harmless from any and all claims for damages against Landlord by third parties as a result of this Agreement.

3. **Purpose of the Lease.** Tenant may use the Premises to provide temporary direct access or access routes for equipment, material, and manpower from and to adjacent tracts owned, leased or otherwise legally occupied by Tenant. Tenant shall be permitted to grade and otherwise maintain and improve existing roads on these lands as provided by federal, state or municipal law, statute, rule, regulation, ordinance or order or as otherwise required by the terms of this Agreement. No Improvements, development or improvement of any kind, whether temporary or permanent in nature, roads or utilities shall be allowed on the Premises without prior review and written consent of Landlord. Any changes, alterations or approved improvements in or to the Premises shall be at the Tenant's sole expense.

Additional terms and conditions are found in *Exhibit C*. When conflict exists between terms and conditions found in Exhibit C and elsewhere in this Agreement, the terms and conditions in Exhibit C shall prevail.

All activities under this lease shall be conducted in such manner as is usual and customary in skillful and proper mining and mineral processing operations of similar character when conducted by the proprietors on their own land and in such manner as not to cause any unnecessary or unusual permanent injury to such mine or mines or inconveniences or hindrance in the subsequent operation of the same or in the development, mining, or disposal of any iron ore or other valuable mineral left on or in said land.

4. **Term.** The initial term (the "Term") of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. twenty-one (21) years from the Effective Date set forth above. This Agreement is subject to cancellation or termination pursuant to the provisions herein.

5. **Rent.** Tenant shall pay to Landlord annual rent at the rate of 9% of land value. Rent shall be prorated upon lands where Landlord's ownership is fractional based upon Landlord's percentage of fractional surface ownership. The present land value is \$1000.00 per acre. Receipt of payment is acknowledged by the proper execution of this Agreement. The parties agree that rent for the remainder of 2025 shall be prorated from the effective date of this Agreement.

On January 1, 2030, and at five-year intervals thereafter throughout the term of this Agreement, Landlord shall, at its discretion, update the value of the lands to reflect current market value. The rent shall thereafter be adjusted to reflect 9% of the updated land value arrived at by the Landlord.

Rent must be prepaid annually. The Landlord may assess penalties and interest as provided for by law or in this Agreement on any payments over thirty (30) days past due, rent payments over 60 days past due will be deemed delinquent.

6. **Incumbrance.** This Agreement is subject to all existing easements, rights-of-way, licenses, leases, commingling agreements and other incumbrance upon the Premises and

Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

7. **Maintenance.** Tenant shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary mining practices. Tenant shall comply with all laws affecting the Premises, including local ordinances and state regulations.

8. **Termination.** This Agreement may be terminated at any time by mutual written agreement by both parties. This Agreement may also be terminated for any reason, with or without cause, by either party with ninety (90) days advance written notice.

Termination of this Agreement does not relieve the Tenant from any liability for payment or other liability incurred under this Agreement. Nor shall termination discharge any obligation which by its nature would survive after the date of termination.

Tenant shall, on the Termination Date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Landlord in a condition satisfactory to the Landlord. If the Tenant fails to surrender the Premises on the termination of this Agreement, the Landlord may obtain a court order as permitted by law to eject or remove the Tenant from the Premises and Tenant shall indemnify the Landlord for all expenses incurred by the Landlord.

In addition, Tenant shall remove all of Tenant's personal property (excluding approved stockpiled materials and tailings) and improvements, at Tenant's expense, from the Premises within ninety (90) days after the termination date. Any personal property and improvements remaining shall be considered abandoned and shall be disposed of by the Landlord according to law. If Tenant fails to clean up the property to Landlord's satisfaction, the Landlord will clean up the property and charge the expense to the Tenant. If this Agreement is terminated prior to its Termination Date, the Tenant shall not be relieved of any obligation incurred prior to termination.

Tenant shall pay to the Landlord a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that Tenant holds the Premises after termination of this Agreement without authorization by Landlord. This sum shall be liquidated damages for the wrongful holding over. Tenant acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

9. **Transfers.** This Agreement may not be conveyed, assigned, subleased, mortgaged, pledged, encumbered or otherwise transferred by the Tenant, or its successors in interest, without the written consent of the Landlord. The covenants, terms and conditions of this Agreement shall run with the land and shall extend to and bind all assignees and other successors in interest of the Tenant. Tenant shall not, without the Landlord's prior written consent, permit the use or occupancy of the Premises or any part thereof by anyone other than the Tenant. No assignment, agreement or contract relieves the Tenant of any obligation or liability imposed by this Agreement, and all assignees, sublessees and subcontractors are also liable for all obligations or liabilities imposed by this Agreement.

10. **Timber Damages/Timber sale.** No timber shall be cut, used, removed or destroyed by the Tenant without first obtaining written permission from the Landlord. Timber is defined as

both mature timber and growing stock. If Landlord permits timber to be cut, used, removed, or destroyed, Tenant shall pay timber damages. Tenant must pay for all timber (both mature timber and growing stock) damaged on the Premises by Tenant prior to incurring the damage, failure to comply will result in timber trespass laws being applied. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values.

Landlord reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on State tax-forfeited lands, all the timber upon the land hereby leased, and reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with the Landlord, and without let or hindrance from the Tenant, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. Landlord's agreement with the purchaser of the timber shall provide that the purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the premises covered by the timber permit.

11. Landlord's right to grant other leases, permits, licenses, or easements. The Landlord reserves the right to grant leases, permits, licenses, or easements to any portion of the surface of the Premises to any person or corporation under authority of Minnesota Statutes, Chapter 282 or other applicable laws, without let or hindrance from the Tenant, but such leases, permits, licenses, or easements shall not materially interfere with the mining operations or auxiliary mining activities carried on thereon, nor cause Tenant to be in default of a condition or term of the governmental permits procured by Tenant to conduct its mining operations or auxiliary mining activities. Tenant agrees to cooperate and use best efforts to resolve any potential conflicts that may arise due the granting of other leases, permits, licenses or easements. The Landlord and the State of Minnesota will retain the authority to determine whether such other leases, permits, licenses or easements cause a material interference with Tenants activities authorized under this Agreement. A grantee of such a lease, permit, license or easement will agree, for the benefit of both parties to this Agreement, to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the grantee or the grantee's officers, agents or employees, arising from activities undertaken based on the lease, permit, license or easement or the grantee's use or occupancy of the premises covered by such lease, permit, license or easement.

12. Tenant to Acquire Necessary Rights to Surface Not Owned by State. It is understood and agreed that in case any interest in the land covered by this Agreement or in any minerals or iron-bearing materials therein is owned by anyone other than the State, this Agreement shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder. Tenant shall obtain all necessary legal rights therefor before proceeding therewith, that Tenant shall be liable for all damages to any such other interest caused by any operations hereunder, and that the Landlord and the State shall not incur or be subject to any liability therefor.

13. Wetlands Construction. In the event Tenant wishes to create wetlands on the Premises, prior to the creation of any wetlands Tenant will provide its wetlands construction plan

to the Landlord for review and approval in writing by the County Land Commissioner. Such plan shall include the acreages and locations of wetlands to be created. Prior to creation of any wetlands on the Premises, a separate agreement ("Wetlands Agreement") between Tenant and the Landlord will be necessary to address outstanding issues involving the state-owned lands and tailings and the created wetlands, such as compensation to the State for state-owned lands and tailings in the wetlands.

In the absence of such an agreement, Tenant shall not have any ownership interest in or entitled to any compensation for wetland creation or utilization in any form as wetlands. Landlord shall be entitled to the use of any created wetlands on the Premises for wetland mitigation as permitted by law.

14. **Road construction and maintenance.** Landlord shall not, by virtue of this Agreement, be responsible for the construction or maintenance of any road to this site.

15. **Taxes.** Tenant shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the Tenant located on the Premises during the term of this Agreement.

16. **Public Access/Public Recreation Use.** Tenant may prohibit access to the Premises by the public as needed to carry out activities authorized under this Agreement.

17. **Gating and blocking of roads and trails.** Gating and blocking of roads and trails on the Premises shall not be by cable, chain, wire or similar single strand barrier.

18. **Wildfires.** Tenant shall take all reasonable precautions to prevent and suppress wildfires on Premises.

19. **Noxious Weeds.** Tenant is responsible for, at their sole expense, prevention and treatment of noxious weeds from entering or spreading on Premises resulting from any activities authorized in this Agreement. Tenant must request and obtain written permission to apply herbicides or pesticides to Premises from Landlord prior to application or treatment.

20. **Tenant's Insurance.**

A. TENANT agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of TENANT, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said TENANT to perform fully, in any respect, all obligations under this contract.

B. TENANT agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list ITASCA COUNTY as an additional insured with the following insurance limits:

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

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

- c. Workers' Compensation and Employer's Liability:
- Statutory Limits
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

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

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

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

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

1. List ITASCA COUNTY as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that ITASCA COUNTY will receive thirty (30) days

written notice in the event of cancellation, non-renewal or material change in any described policies.

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000
Coverages above shall also include:	
Premises - Operations	
Contractual Liability (including oral and written contracts)	
Explosion, Collapse, Underground Property Damage (XCU)	
2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:	
Combined Bodily Injury and Property Damage:	
Each Occurrence Limit	\$1,500,000

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

- D. TENANT further agrees the minimum requirements set forth above shall at

all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

- E. In addition to any other rights contained herein the Landlord reserves the right to terminate, suspend or rescind this Agreement if the TENANT is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against TENANT. All insurance policies shall be open to inspection by the Landlord upon written request.

21. **Liability.** This Agreement shall not be construed as imposing any liability on the Landlord for injury or damage to the person or property of the Tenant, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other incumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Landlord, or from a Landlord breach of this Agreement. The Tenant shall indemnify and hold harmless the Landlord from all claims arising after the Effective Date out of the use of the Premises (excepting claims resulting from the gross negligence or intentional acts of Landlord, or from a Landlord breach of this Agreement) whether such claims are asserted by civil action or otherwise.

22. **State-Owned Material Use.** Tenant shall provide notice to Landlord if any state-owned materials (excluding state-owned fine tailings leased to Tenant) are to be removed from the Premises. Any state-owned materials removed from the Premises will be subject to a separate lease agreement and fee payment.

23. **Sign.** Tenant may, at its own cost and expense, establish one or more signs identifying the Premises or Tenant's interest in the Premises. Such signs shall be maintained in good condition and repair.

24. **Utilities.** Landlord shall have no responsibility, by virtue of this Agreement, to provide Tenant with any utility service to the Premises. Tenant may obtain and procure such utilities at its expense as may be necessary to serve the Premises. In the event a public body or other third party extends utilities to the Premises, the cost of such extension and utilities shall be borne by Tenant. Installation of utilities on the Premises will require the prior written consent of the Landlord and is subject to a separate utility license and fee for crossing state in trust-owned property.

25. **Legal Obligations.** Tenant agrees, at its expense, to comply with all state and federal laws, ordinances, orders, and regulations affecting Tenant's use of the Premises.

26. **Hazardous Materials.** Tenant shall not, in its occupancy or use of the Premises, violate any federal, state, or local law, statute, ordinance, rule, or regulation with respect to hazardous wastes, substances, or materials, as those terms may be defined by law, statute, ordinance, rule, or regulation. No assembly or disassembly of mining-related or ancillary equipment is allowed on the Premises without prior written approval from the Landlord. Any handling of hazardous or petroleum-based products or fluids on the Premises will require a mutually agreed upon spill plan prior to Landlord's authorization allowing the handling of such products or fluids. A request for the day-to-day use of hazardous or petroleum-based products or

fluids will not be unreasonably denied provided a mutually agreed upon spill plan exists, and the Tenant complies with all statutes rules and regulations regarding the use and storage of such material or fluids and restricts their use to identified portions of the Premises.

27. **Liens.** No liens shall be created or filed against the Premises without the written consent of the Landlord. Tenant shall take all steps necessary to prevent the filing of any mechanic's liens or other liens against the Premises. If any such lien shall at any time be filed and shall be the result of Tenant's failure to pay a Tenant obligation, Tenant shall indemnify and hold Landlord harmless from such lien. This clause shall not apply to liens existing on the Premises prior to the Effective Date.

28. **Right of Entry.** Landlord, or its agents or contractors, shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

Landlord, or its agents, contractors, permittees or lessees, shall also have the right to enter upon and into said Premises at any time to remove state-owned materials (excluding state-owned fine tailings leased to Tenant), including but not limited to, iron-bearing materials, sand and gravel, overburden, and rock. Such removal shall not unreasonably hinder or interrupt the operations of Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

29. **Recovery of Expenses.** If it is necessary for the Landlord to incur expenses by court action or otherwise for the ejectment of Tenant, or the removal from the Premises of the Tenant's personal property, or recovery of rent, or for any other remedy of the Landlord under this Agreement, and the Landlord prevails in the court action or otherwise, then the Tenant shall pay to the Landlord all expenses, including attorney's fees, thus incurred by the Landlord.

30. **Construction of Lease.** If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the Landlord and Tenant here is that the remaining parts of this Agreement shall not be affected thereby.

31. **No Use of Government Funding.** Tenant agrees it will not use any state, federal, or other governmental grant, loan, or other funding to make any payments required under this Agreement or for any construction, maintenance or improvements to the Premises.

32. **No Waiver.** No delay on the part of the Landlord in enforcing any conditions in this Agreement, including termination or cancellation for violation of the terms of this Agreement, shall operate as a waiver of any of the rights of the Landlord.

33. **Governing Law.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute

arising out of this Agreement may, upon mutual agreement of the parties, be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

34. **Notification.** Any notice given under this Agreement shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail.

The proper mailing addresses for Landlord and Tenant for the purposes of serving notice are as follows:

LANDLORD

Itasca County Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

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

TENANT

Mesabi Metallics Company LLC
17113 County Road 58
PO Box 25
Nashwauk, MN 55769
Attn: General Counsel

With a copy emailed to:
legal@mesabimetallics.com

35. **Miscellaneous.** This Agreement contains the entire agreement of the parties hereto with respect to the use of the premises. This Agreement may be amended in writing only and delivered by both parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership of joint venture of or between the Landlord and Tenant or create any other relationship between the parties other than that of the Landlord and Tenant.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2025.

MESABI METALLICS CO. LLC, AS TENANT

Signature of Authorized Representative

Printed Name

Title or Authority

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____ by _____ as _____ of _____.

Notary Seal

Notary

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Austin Rohling, County Auditor

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2025, by
_____, as County Auditor on behalf of Itasca County, a public
body corporate of the State of Minnesota.

(Seal)

Notary Public

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Kory Cease, Land Commissioner

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2025, by
_____, as Land Commissioner on behalf of Itasca County, a public
body corporate of the State of Minnesota.

(Seal)

Notary Public

APPROVAL

The foregoing Lease Agreement is hereby duly approved by the State of Minnesota, Department of Natural Resources, on this _____ day of _____, 2025.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

Joseph Henderson, Director
Division of Lands and Minerals

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me by use of communication technology this _____ day of _____, 2025, by Joseph Henderson, Director of the Division of Lands and Minerals, Department of Natural Resources, on behalf of the State of Minnesota, a sovereign body, who declared that he is located in St. Paul, Minnesota.

Notary Public

Drafted by:
Kory Cease, Land Commissioner
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

EXHIBIT A

REVISED LAND DESCRIPTION NOTICE

Office of the
COUNTY AUDITOR
Itasca County, Minnesota

NOTICE NO. _____

Oct. 15, 1965

TO: State of Minnesota

Pursuant to Minnesota Statutes, sections 272.191 to 272.196, you are hereby notified that the following land description:

That part of the Southwest Quarter of Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), Section Ten (10), Township Fifty-six (56), Range Twenty-three (23) West of the Fourth Principal Meridian described as follows:

Assuming that the section line from the southwest corner of section 10, 56-23, to the south quarter corner of said Sec. 10 is due east and west, then starting from the said southwest corner of said section and running thence 906 feet north 53 deg. east to a point called "A", which is the point of beginning of the land herein conveyed; thence running 605 feet north 6 deg. 45 min. west to a point called "B"; thence running 605 feet north 87 deg. 30 min. east to a point called "C"; thence running 605 feet south 3 deg. 30 min. west to a point called "D"; thence running in a straight line to the above described point "A"; (the excepted part containing 7.67 acres.)

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA }
County of Itasca }

I hereby certify that the within instrument was filed in this office for record as

Document No. 247825
00121 1965, at 3:16 P.M.

Date

LEONARD A. BENICSON
Register of Deeds

By Robert H. Smith
Deputy

has been coded and is described for taxation purposes and so entered on our real estate tax records as follows:

REVISED DESCRIPTION NUMBER 1 OF SW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 10
Twp. 56, Rge. 23

RECORDED IN REGISTER OF DEEDS BOOK _____ PAGE _____

R. J. WHALING
Itasca County Auditor

By Robert H. Smith Deputy



EXHIBIT C

Mesabi Metalics Long Term South Safety Access Lease

1. The Premises is subject to disposal and use for mining purposes.
2. The surface of the Premises is subject to state taconite iron ore mining lease numbered MLTN200035 for exploring for, mining, taking out and removing the taconite iron ore found on or in said land, together with the right to construct or make buildings, excavations, openings, ditches, drains, railroads, roads and other improvements upon said lands as may be necessary or suitable for such purposes. By executing the lease herein, TENANT agrees to not unnecessarily or materially interfere with the mining operations carried out upon the Premises by the lessee of state taconite iron ore mining lease numbered MLTN200035. TENANT also agrees to assume the entire responsibility and liability for all damages and injury to all persons and property whether caused by the TENANT or TENANT'S officers, agents, or employees, arising from activities undertaken based upon the Lease herein or the TENANT'S use or occupancy of the Premises.
3. TENANT shall have the right to use an existing road located on the Premises, or construct a new road on the Premises, and to maintain and repair such existing or constructed road, subject to Paragraph 3 of this Lease.
4. The use of the road (existing or constructed) located on the Premises is limited to emergency vehicles (fire or emergency medical services) and passenger vehicles of TENANT'S employees and business office guests, with the exception of road construction, maintenance and repair by TENANT. LANDLORD, its employees and agents, and the State of Minnesota, its employees and agents, may also use this road when carrying out inspections of the Premises, TENANT'S mine operations, and in the administration of any state or county lease.
5. TENANT shall be responsible for controlling dust caused by the use of this road.
6. If a claim of conflict of use of the Premises is brought forward by the lessee of state taconite iron ore lease numbered MLTN200035 (currently, Cleveland-Cliffs Minnesota Land Development LLC), TENANT shall make all attempts to resolve the conflict. If the conflict cannot be resolved, the Commissioner of Natural Resources of the State of Minnesota (Commissioner), may direct the LANDLORD to terminate or amend this lease as the Commissioner, in his/her sole discretion, deems appropriate. An amendment of the lease herein directed by the Commissioner upon the LANDLORD under this Additional

Term #6 shall not need consent by the TENANT in order to become effective. The LANDLORD may amend the lease herein under this Additional Term #6, upon the direction and at such terms the Commissioner deems appropriate, in his/her sole discretion, with thirty (30) days' notice to the TENANT.

7. All amendments of this Lease must be approved, in writing, by the Commissioner of Natural Resources of the State of Minnesota in order to become effective.
8. The Premises has been posted as closed to public recreation by the lessee of state taconite iron ore lease numbered MLTN200035.
9. The Premises are to be reclaimed to the satisfaction of the LANDLORD and the State of Minnesota, Department of Natural Resources, according to taconite and iron ore reclamation requirements as found in Minnesota Rules, Chapter 6130. This responsibility shall survive the termination or cancellation of this lease.
10. In addition to the Termination clause at paragraph 8 of this Agreement, this Lease is also subject to cancellation for mining purposes upon three (3) months' written notice from the Commissioner of Natural Resources of the State of Minnesota to the Itasca County Auditor.
11. Tenant shall not unnecessarily or materially interfere with the necessary, normal and proper state permitted mining operations carried out on parcels with State Taconite Iron Ore Mining Leases numbered MLTN200014 through MLTN200043, in Itasca County, Minnesota

LONG TERM LEASE AGREEMENT FOR TAILINGS PIPELINE AND UNDERGROUND WATER PIPELINE

This Agreement is made effective this ____ day of _____, 2025, by and between the State of Minnesota in trust for the taxing districts ("Landlord"); and Mesabi Metallica Company LLC ("Tenant"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Authority.** This lease is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 1(f), which states the county auditor, with the approval of the county board, is authorized to grant permits, licenses, and leases to tax-forfeited lands for the depositing of stripping, lean ores, tailings, or waste products from mines or ore milling plants, or to use for facilities needed to recover iron-bearing oxides from tailings basins or stockpiles, or for a buffer area needed for a mining operation, upon the conditions and for the consideration and for the period of time, not exceeding 25 years, as the county board may determine. The permits, licenses, or leases are subject to approval by the commissioner of natural resources. Both parties represent to each other that they have the authority to enter this Agreement.

2. **Premises.** The Landlord in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by Tenant, hereby leases to the Tenant, subject at all times to sale, lease and use for other purposes, the non-exclusive surface right in the following described Premises to wit:

See attached *Exhibit A* (legal description) and *Exhibit B* (map)

This Lease Agreement is subject to that certain Recreational Trail Easement in favor of the Itasca County Regional Railroad Authority on file as document number A000573270 in the Office of the Recorder of Titles, Itasca County, Minnesota a copy of which is attached hereto as *Exhibit C*.

This Lease Agreement does not lease to Tenant any subsurface mineral rights, personal property, nor any surface overburden, rock, lean ore, tailings, or other material that has been removed from below the surface and deposited on the surface in the process of iron ore, taconite, or other metallic minerals mining, or in the process of beneficiation.

This Lease Agreement does not grant Tenant any prior or prescriptive rights to the Premises, nor is Landlord or the State of Minnesota obligated to issue any lease to Tenant upon any of the Premises for subsurface mineral rights, personal property, surface overburden, rock, lean ore, tailings, or other materials.

Landlord does not warrant its title to the premises nor undertake to defend the Tenant in the peaceable possession or use thereof. No covenant of Quiet enjoyment is made. Tenant shall indemnify and hold Landlord harmless from any and all claims for damages against Landlord by third parties as a result of this Lease Agreement.

3. Purpose of the Lease. This lease is granted for the purpose of providing auxiliary lands in conjunction with iron ore mining, and the manufacture of taconite concentrate, direct reduction iron and steel. Specifically, the construction, installation, use, and maintenance of two tailings pipelines and a tailings pipeline bridge to carry the pipelines over portions of the parcel, roads and an underground water pipeline (“Structures”) as depicted in *Exhibit D* (59 pages). If the Tenant plans to construct, modify, or make any buildings, pipelines, belt conveyors, excavations, openings, roads, wells, impoundment dikes, or other improvements or alterations on the Premises as necessary or suitable for its mining operations and auxiliary use in addition to what is depicted on Exhibit D, the Tenant must first review those plans with and receive approval from the Landlord, which approval shall not be unreasonably withheld. Any changes, alterations or improvements in or to the Premises shall be at the Tenant’s sole expense. Tenant’s use of the Property shall be supported by all permits required by law, and Tenant shall not operate in violation of any such permits.

Additional terms and conditions are found in *Exhibit E*. When conflict exists between terms and conditions found in Exhibit E and elsewhere in this Agreement, the terms and conditions in Exhibit E shall prevail.

4. Term. The initial term (the “Term”) of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. 21 (21) years from the Effective Date set forth above. This Agreement is subject to cancellation or termination pursuant to the provisions herein.

5. Rent. Tenant shall pay to Landlord annual rent at the rate of 9% of land value. The present land value is \$1000 per acre. The parties agree that rent for the remainder of 2025 shall be prorated from the effective date of this Lease.

On January 1, 2030, and at five-year intervals thereafter throughout the term of this Lease, Landlord shall, at its discretion, update the value of the lands to reflect current market value and percentage rate used by Itasca County policy and the Minnesota DNR for its surface leases at that time.

Rent must be prepaid annually. Annual rent payments are due on or before January 1 of each year. The Landlord may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.

6. Encumbrance. This lease is subject to all existing easements, rights-of-way, licenses, leases, commingling agreements and other encumbrance upon the Premises and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

7. Maintenance. Consistent with general practices for industrial mining sites, Tenant shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses

and debris that may accumulate. The Lessee shall take all necessary precautions, including appropriate pipeline maintenance, to prevent spillage or impacts to the Mesabi Trail. Tenant shall comply with all laws affecting the Premises, including local ordinances and state regulations.

8. Termination. This lease may be terminated at any time by 90 days' written notice from Tenant or mutual agreement of the parties. The Landlord has the right to cancel this lease for nonpayment of rent or other violation of the terms and conditions of this Lease. Tenant shall have 30 days after receipt of written notice specifying such default to cure such default. Termination of this lease does not relieve the Tenant from any liability for payment or other liability incurred under this Lease.

Tenant shall, on the Termination Date, or earlier as provided for in this lease, peaceably and quietly surrender the Premises to the Landlord in a condition satisfactory to the Landlord. If the Tenant fails to surrender the Premises on the termination of this lease, the Landlord may obtain a court order as permitted by law to eject or remove the Tenant from the Premises and Tenant shall indemnify the Landlord for all expenses incurred by the Landlord.

In addition, Tenant shall remove all of Tenant's personal property, at Tenant's expense, from the Premises within 180 days after the termination date. Any personal property remaining shall be considered abandoned and shall be disposed of by the Landlord according to law. If lessee fails to clean up the property to landlord's satisfaction, the Landlord will clean up the property and charge the expense to the lessee. If this lease is terminated prior to its Termination Date, the Tenant shall not be relieved of any obligation incurred prior to termination.

Tenant shall pay to the Landlord a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that Tenant holds the premises after termination of this lease without authorization by Landlord. This sum shall be liquidated damages for the wrongful holding over. Tenant acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

If Tenant defaults in compliance with its obligations under this Agreement, Landlord shall have the right, upon Tenant's failure to cure such default within 30 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Landlord's remedies shall expressly include the right to evict Tenant and take possession of the Premises.

9. Transfers. This lease may not be conveyed, assigned, subleased, mortgaged, pledged, encumbered or otherwise transferred by the Tenant, or its successors in interest, without the written consent of the Landlord. The covenants, terms and conditions of this lease shall run with the land and shall extend to and bind all assignees and other successors in interest of the Tenant. Tenant shall not, without the Landlord's prior written consent, permit the use or occupancy of the Premises or any part thereof by anyone other than the Tenant.

All assignments, agreements or contracts affecting this Lease must be approved in writing by Landlord and no such instrument is valid until such approval has been given. All assignments, agreements and contracts must be made in writing and signed by all parties thereto. No assignment, agreement or contract relieves the Tenant of any obligation or liability imposed

by this Lease, and all assignees, sublessees and subcontractors are also liable for all obligations or liabilities imposed by this Lease.

10. Timber Damages/ Timber sale. No timber shall be cut, used, removed or destroyed by the Tenant without first obtaining written permission from the Landlord, which permission shall not be unreasonably withheld if directly related to Tenant's activities under its Permit to Mine issued for the Premises. Tenant must provide Landlord with written notice of its intent to cut, use, remove or destroy timber 30 days prior to the intended activities. Tenant must pay for all timber (both mature timber and growing stock) damaged on the Premises by Tenant prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values.

Landlord reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on tax-forfeited lands, all the timber upon the land hereby leased, and reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with the Landlord, and without let or hindrance from the Lessee, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. The purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and property whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the premises covered by the timber permit.

11. Landlord's right to grant other leases, permits, licenses, or easements. The Landlord reserves the right to grant leases, permits, licenses, or easements to any portion of the surface of the Premises to any person or corporation under authority of Minnesota Statutes, Chapter 282 or other applicable laws, without let or hindrance from the Tenant, but such leases, permits, licenses, or easements shall not unnecessarily or materially interfere with the activities carried on thereon, nor cause Tenant to be in default of a condition or term of the governmental permits procured by Tenant to conduct its mining operations or auxiliary mining activities. Such grantee of a lease, permit, license or easement will agree, for the benefit of both parties to this lease, to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the grantee or the grantee's officers, agents or employees, arising from activities undertaken based on the lease, permit, license or easement or the grantee's use or occupancy of the premises covered by such lease, permit, license or easement.

12. Tenant to Acquire Necessary Rights to Surface Not Owned by State. It is understood and agreed that in case any interest in the land covered by this lease or in any minerals or iron-bearing materials therein is owned by anyone other than the State, this lease shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Tenant shall obtain all necessary legal rights therefor before proceeding therewith, that Tenant shall be liable for all damages to any such other interest caused by any operations hereunder, and that the State shall not incur or be subject to any liability therefor.

13. Wetlands Construction. In the event Tenant wishes to create wetlands on the Premises, prior to the creation of any wetlands Tenant will provide its wetlands construction plan

to the Landlord for review and approval in writing by the County Land Commissioner. Such plan shall include the acreages and locations of wetlands to be created. Prior to creation of any wetlands on the Premises, a separate agreement (“Wetlands Agreement”) between Tenant and the Landlord will be necessary to address outstanding issues involving the state-owned lands and tailings and the created wetlands, such as compensation to the State for state-owned lands and tailings in the wetlands.

In the absence of such an agreement, Tenant shall not have any ownership interest in or be entitled to any compensation for wetland creation or utilization in any form as wetlands. Landlord shall be entitled to the use of any created wetlands on the Premises for wetland mitigation as permitted by law.

14. Road construction and maintenance. Landlord shall not, by virtue of this Lease, be responsible for the construction or maintenance of any road to this site.

15. Taxes. Tenant shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the Tenant located on the Premises during the term of this lease. Failure to pay property taxes when due may result in cancellation as described in Section 8 of this agreement.

16. Mesabi Trail. The Parties agree that portions of the Premises leased herein are subject to an easement in favor of the Itasca County Regional Railroad Authority for the Mesabi Trail. Tenant agrees it shall not obstruct, hinder or otherwise render unsafe the use of said easement except upon such terms and conditions as are satisfactory to the Grantee therein, its successors or assigns.

17. Public access/Public Recreation Use. Except as hereinabove set forth in section 16, Tenant may prohibit access to the Premises by the public as needed to carry out activities authorized under this lease.

18. Gating and blocking of roads and trails. Gating and blocking of roads and trails on the Premises shall not be by cable, chain, wire or similar single strand barrier and as otherwise permitted pursuant to the terms of this Agreement.

19. Forest fires. Tenant shall take all reasonable precautions to prevent and suppress forest fires.

20. Tenant's Insurance.

- A. TENANT agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of TENANT, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said TENANT to perform fully, in any respect, all obligations under this contract.

B. TENANT agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

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

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

- c. Workers' Compensation and Employer's Liability:
- Statutory Limits
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

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

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional

Liability, if applicable; and,

2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage
(XCU)

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

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

- D. TENANT further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.
- E. In addition to any other rights contained herein the Landlord reserves the right to terminate, suspend or rescind this Lease Agreement if the Tenant is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against Tenant. All insurance policies shall be open to inspection by the Landlord upon written request.

21. **Liability.** This lease shall not be construed as imposing any liability on the Landlord for injury or damage to the person or property of the Tenant, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Landlord, or from a Landlord breach of this Lease. The Tenant shall indemnify and hold harmless the Landlord from all claims arising out of the use of the Premises (excepting claims resulting from the gross negligence or intentional acts of Landlord, or from a landlord breach of this Lease) whether such claims are asserted by civil action or otherwise.

The Lessee shall be solely responsible for ensuring all Structures are stable and secure. The Lessee shall indemnify and hold harmless the Landlord from all claims arising out of Structures failures, spillage of materials, or other incidents relating to maintenance, whether such claims are asserted by civil action or otherwise.

22. **State-Owned Material Use.** Tenant shall provide notice to Landlord if any state-owned materials (excluding state-owned fine tailings leased to Tenant) are to be removed from the Premises or used as construction materials on the Premises. Any state-owned materials removed from the Premises or used as construction materials on the Premises will be subject to a separate lease agreement and fee payment.

23. **Sign.** Tenant may, at its own cost and expense, establish one or more signs identifying the Premises or Tenant's interest in the Premises. Such signs shall be maintained in good condition and repair.

24. **Utilities.** Landlord shall have no responsibility, by virtue of this Lease, to provide Tenant with any utility service to the Premises. Tenant may obtain and procure such utilities at its expense as may be necessary to serve the Premises. In the event a public body or other third party extends utilities to the Premises, the cost of such extension and utilities shall be borne by Tenant. Installation of utilities on the Premises will require the prior written consent of the Landlord, and is subject to a separate utility license and fee for crossing state-owned property.

25. **Legal Obligations.** Tenant agrees, at its expense, to comply with all state and

federal laws, ordinances, orders, and regulations affecting Tenant's use of the Premises. Tenant shall comply with the requirements of the Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354), any amendments thereto, and the rules adopted thereunder.

26. Hazardous Materials. Tenant shall not, in its occupancy or use of the Property, violate any federal, state, or local law, statute, ordinance, rule, or regulation with respect to hazardous wastes, substances, or materials, as those terms may be defined by law, statute, ordinance, rule, or regulation. No assembly or disassembly of mining-related or ancillary equipment is allowed on the Premises without prior written approval from the Landlord. Any handling of hazardous or petroleum-based products or fluids on the Premises will require a mutually agreed upon spill plan prior to Landlord's authorization allowing the handling of such products or fluids. A request for the day to day use of hazardous or petroleum based products or fluids will not be unreasonably denied provided a mutually agreed upon spill plan exists, and the Tenant complies with all statutes rules and regulations regarding the use and storage of such material or fluids and restricts their use to identified portions of the premises.

27. Liens. Tenant agrees to protect the Premises and to keep the title thereto free from any and all mechanic's liens and other liens, claims, clouds, and encumbrances arising from the use or occupancy of the Premises by Tenant. If any such lien shall at any time be filed against the Premises, and shall be the result of Tenant's failure to pay a Tenant obligation, Tenant shall indemnify and hold Landlord harmless from such lien.

28. Right of Entry. Landlord, or its agents or contractors, shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

Landlord, or its agents, contractors, permittees or lessees, shall also have the right to enter upon and into said Premises at any time to remove state-owned materials (excluding state-owned fine tailings leased to Tenant), including but not limited to, iron-bearing materials, sand and gravel, overburden, and rock. Such removal shall not unreasonably hinder or interrupt the operations of Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

29. Recovery of Expenses. If it is necessary for the Landlord to incur expenses by court action or otherwise for the ejection of Tenant, or the removal from the leased premises of the Tenant's personal property, or recovery of rent, or for any other remedy of the Landlord under this lease, and the Landlord prevails in the court action or otherwise, then the Tenant shall pay to the Landlord all expenses, including attorney's fees, thus incurred by the Landlord.

30. Construction of Lease. If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the Landlord and Tenant here is that the remaining parts of this lease shall not be affected thereby.

In regards to portions of the Premises where an underlying State Iron-Bearing Materials Lease exists, in the event a provision contained within the Lease herein conflicts with a provision contained within a State Iron-Bearing Materials Lease, the State Iron-Bearing Materials Lease

provision shall prevail.

31. **Recordation.** Tenant is required to record this lease at Tenant's sole expense.

32. **Reclamation.** Tenant must comply with requirements stated in Minnesota Statutes 93.44-93.51, Minnesota Rules Chapter 6130, mining permits, and all other applicable laws, permits and ordinances or as hereafter amended.

33. **No Use of Government Funding.** Tenant agrees it will not use any state or governmental grant, loan, or other funding to make any payments required under this lease.

34. **No Waiver.** No delay on the part of the Landlord in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the Landlord.

35. **Governing Law.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

36. **Notification.** Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Landlord and Tenant for the purposes of serving notice are as follows:

<u>Landlord</u>	<u>Tenant</u>
Itasca County Land Department c/o Land Commissioner 1177 LaPrairie Ave Grand Rapids, MN Itasca County Auditor Itasca County Courthouse 123 NE 4 th Street Grand Rapids, MN 55744	Mesabi Metallica Company LLC 17113 County Road 58 PO Box 25 Nashwauk, MN 55769 Attn: General Counsel With a copy emailed to: legal@mesabimetallica.com

37. **Miscellaneous.** This lease contains the entire agreement of the parties hereto with respect to the use of the premises. This lease may be modified only in writing, executed and delivered by both parties. Nothing contained in this lease shall be deemed or construed to create a partnership of joint venture of or between the Landlord and Tenant, or create any other relationship between the parties other than that of the landlord and tenant.

38. **Railroad right of way:** The Landlord reserves the right to grant to any person or corporation the right-of-way necessary for the construction and operation of one or more railroads over and across the land thereby leased, without let or hindrance from the Lessee, but such railroads shall not unnecessarily or materially interfere with the mining operations carried on thereon. The grantee of a railroad right-of-way will agree, for the benefit of both parties to this lease, to assume entire responsibility and liability for all damages and injury to all persons and property whether caused by the grantee or the grantee's officers, agents or employees, arising from activities undertaken based on the railroad right-of-way or the grantee's use or occupancy of the premises covered by the railroad right-of-way.

39. **Force Majeure.** Either party shall have the right to terminate this Agreement, upon 90 days' written notice, in the event Tenant's ability to perform its obligations under this Agreement is substantially impaired by an act of God, such as flooding or earthquake, or operation of any law, statute, or ordinance which, despite Tenant's good faith efforts to obtain variance from, substantially restricts or prohibits Tenant's use of the Property for the purposes set forth in Section 3 herein.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2025

MESABI METALLICS CO. LLC, AS TENANT

By: _____
Signature of Authorized Representative

Printed Name

Title or Authority

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2025
by _____ as _____
of _____.

Notary Public
(Seal)

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Austin Rohling, County Auditor

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2025, by
_____, as County Auditor on behalf of Itasca County, a public
body corporate of the State of Minnesota.

Notary Public
(Seal)

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Kory Cease, Land Commissioner

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2025, by
_____, as Land Commissioner on behalf of Itasca County, a
public body corporate of the State of Minnesota.

Notary Public
(Seal)

APPROVAL

The foregoing Lease Agreement is hereby duly approved by the State of Minnesota, Department of Natural Resources, on this _____ day of _____, 2025.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

Joseph Henderson, Director
Division of Lands and Minerals

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me by use of communication technology this _____ day of _____, 2025, by Joseph Henderson, Director of the Division of Lands and Minerals, Department of Natural Resources, on behalf of the State of Minnesota, a sovereign body, who declared that he is located in St. Paul, Minnesota.

Notary Public

Drafted by:
Kory Cease, Land Commissioner
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

EXHIBIT A
TAX FORFEIT PARCELS

OWNER	TWP	RGE	SEC	LEGAL	PARCEL NUMBER	GIS ACRES	% INTEREST	USE
TAX FORFEIT	56	23	12	SENE	18-012-1400	41.2	100	tailings pipeline, pipeline bridge, and underground water pipeline

EXHIBIT B

PROPOSED ESSAR FACILITIES IN SE-NE SECTION 12 T56N,R23W

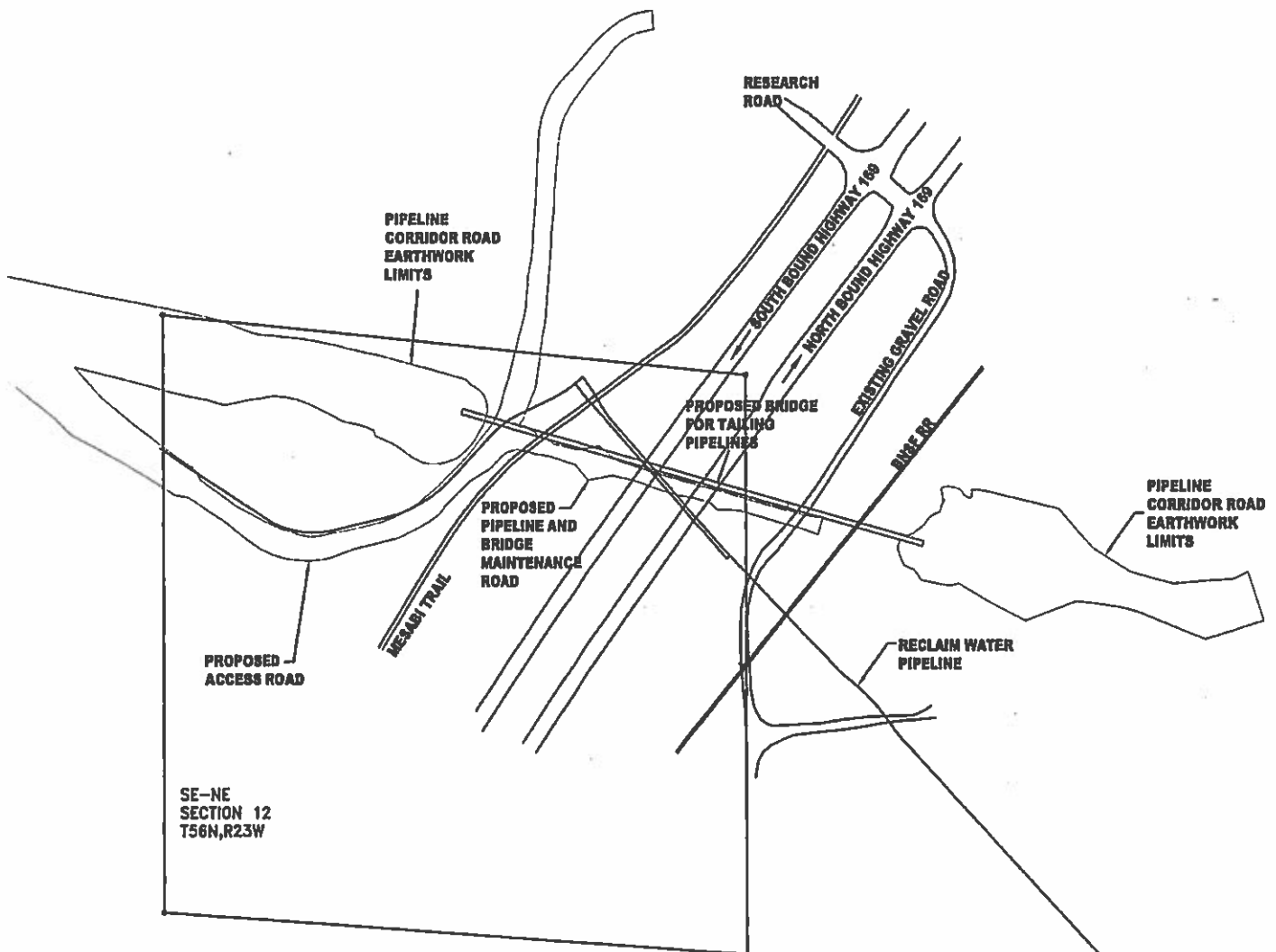


EXHIBIT C (PAGE 1 OF 5)

4-80 6502
 2 135 7084
 2 234 7278
 13-115 10780
 18-70 12121
 4-81 6503
 2 233 7277
 4-314 8744
 13-116 10781
 23-127 13945

A000573270

OFFICE OF THE COUNTY RECORDER
 ITASCA COUNTY, MINNESOTA

CERTIFIED, FILED, AND
 RECORDED ON
 06/15/2004 01:00:00PM

PAGES 5
 REC FEES \$20.00

JEAN E. BENGSTON
 ITASCA COUNTY RECORDER

BY SMR Dep

RECREATIONAL TRAIL EASEMENT

THIS RECREATIONAL TRAIL EASEMENT, entered into this 25th day of May, 2004; between the State of Minnesota in trust for its taxing subdivisions, hereafter called "Grantor", and Itasca County Railroad Authority, a political subdivision of the State of Minnesota, hereinafter called "ICRA".

RECITALS

WHEREAS, ICRA is developing the Mesabi Trail ("the Trail"), a bicycle and multi-purpose recreational trail across the Minnesota Iron Range providing significant scenic, historic, natural and cultural qualities and connecting and preserving abandoned railroad right of way; and

WHEREAS, Grantor is the owner of the following described premises situated in County of Itasca, Minnesota (herein referred to as "the premises"):

See attached Exhibits A, B, and C.

WHEREAS, ICRA wishes to acquire from Grantor a Recreational Trail Easement across the premises; and

WHEREAS, Grantor is willing to grant and convey to ICRA a Recreational Trail Easement on the terms and conditions set forth herein;

NOW, THEREFORE, Grantor for One dollar (\$1.00) and in consideration of the covenants and promises hereinafter made to be observed and performed by the ICRA, hereby licenses and permits the ICRA, only insofar as Grantor has a legal right to do so, to construct, maintain, operate, repair and use a right-of-way easement across the above described premises. Grantor hereby conveys to ICRA a Recreational Trail Easement across the premises described in Exhibits A, B, and C, attached hereto and made a part hereof, for the purposes of allowing construction, maintenance and unobstructed passage by the general public using the Trail for recreational uses.

ICRA shall, prior to its use and occupancy of the premises, obtain all licenses and permissions from the proper public authorities.

ICRA agrees not to assign this Recreational Trail Easement without first obtaining the written consent of Grantor. However, it is understood and agreed that the Trail to be constructed on the premises shall be open to general public use.

Bob Scheuvel
 Real Estate

to Linda Port
 Torrens

AR

EXHIBIT C (PAGE 2 OF 5)

IRCA agrees that it will not cause the premises to be subject to any mechanics', laborer's, materialmen's liens or claims, in any manner arising from or growing out of any work operations conducted upon or in connection with the premises, or any part thereof.

Grantor grants this Recreational trail Easement and ICRA accepts this Recreational Trail Easement for the purpose of allowing public use of the easement premises without charge for recreational purposes within the meaning of Minn. Stat. 604A.20 through Minn. Stat. 604A.27, together with the municipality's immunities pursuant to Minn. Stat. 466.03 and 466.04 or any other defense or statutory immunity available to either party, with the intention that Grantor and ICRA shall thereby be immune from liability in accordance with said statutes.

This Recreational Trail Easement and each and all of the provisions hereof shall extend to, be binding upon, and inure to the benefit of the respective successors and assigns of the parties hereto, subject, however, to the prohibition on ICRA assigning this Recreational Trail Easement except with Grantor's express permission. This Recreational Trail Easement constitutes the entire agreement of the parties as to the subject matter hereof, and it supersedes any prior or contemporaneous oral or written understandings or agreements. This Recreational Trail Easement may not be amended or modified except by writing executed by 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.

STATE OF MINNESOTA
COUNTY OF ITASCA

BY: *Rafael J. Jull*

Auditor/Treasurer

ITASCA COUNTY
RAILROAD AUTHORITY

BY: *John D. Dineen*

Chairperson

BY: *Scott H. Ous*

Land Commissioner

Witnessed this 2 day of JUNE,
2004.

Margaret M. Muller
Notary Public

Witnessed this 28 day of May,
2004.

Mary E. Darnett
Notary Public



Page 2 of 2

EXHIBIT A**Bike Trail Easement**

α E ½ NE ¼ - SW ¼, Section 6, Township 56 North, Range 22 West
Project No. RRA02-2

A 50.00 foot easement for bike trail purposes over, under, and across the East Half of the Northeast Quarter of the Southwest Quarter, Section 6, Township 56 North, Range 22 West of the Fourth Principal Meridian, Itasca County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 01 degrees 03 minutes 48 seconds West, assigned bearing, along the east line of said Northeast Quarter of the Southwest Quarter, a distance of 351.09 feet to the point of beginning of said centerline; thence westerly 39.36 feet along a non-tangential curve concave to the north, radius of 100.00 feet, a central angle of 22 degrees 33 minutes 14 seconds, and a bearing to center of circle of North 20 degrees 16 minutes 59 seconds West; thence North 87 degrees 43 minutes 45 seconds West, tangent to said curve 89.83 feet; thence westerly and southwesterly 142.49 feet along a tangential curve concave to the south and southeast, a radius of 100.00 feet, and a central angle of 81 degrees 38 minutes 37 seconds; thence South 10 degrees 37 minutes 38 seconds West 19.03 feet; thence southwesterly 56.77 feet along a tangential curve, concave to the northwest, a radius of 100.00 feet, and a central angle of 32 degrees 31 minutes 30 seconds; thence South 43 degrees 09 minutes 08 seconds West 450.08 feet; thence southwesterly 54.55 feet along a tangential curve concave to the southeast, a radius of 100.00 feet, and a central angle of 31 degrees 15 minutes 10 seconds; thence South 11 degrees 53 minutes 59 seconds West 162.73 feet; thence southwesterly 49.20 feet along a tangential curve, concave to the northwest, a radius of 100.00 feet; and a central angle of 28 degrees 11 minutes 22 seconds; thence South 40 degrees 05 minutes 21 seconds West 113.87 feet to the west line of said East Half of the Northeast Quarter of the Southwest Quarter, and said centerline there terminating.

The side lines of said centerline are shortened or prolonged to end at the East line and west line of said east half of the Northeast Quarter of the Southwest Quarter.

EXHIBIT B**RRA02-02: Mesabi Trail Bike Path
Project 1 – Nashwauk to Pengilly**

A 50.00 foot easement for bike trail purposes over, under, and across the Southeast Quarter of the Northeast Quarter Section 12, Township 56 North, Range 23 West of the Fourth Principal Meridian, Itasca County, State of Minnesota. The centerline of said easement is described as follows:

Commencing at the southwest corner of said Southeast Quarter of the Northeast Quarter; thence South 85 degrees 52 minutes 37 seconds East, assigned bearing, along the south line of said Southeast Quarter of the Northeast Quarter 112.53 feet to the beginning of the centerline to be described; thence North 31 degrees 02 minutes 54 seconds East 220.90 feet; thence North 30 degrees 36 minutes 32 seconds East 454.41 feet; thence North 30 degrees 37 minutes 05 seconds East 344.08 feet; thence northeasterly 54.64 feet along a tangential curve, concave to the southeast, a radius of 200.00 feet, and a central angle of 15 degrees 39 minutes 08 seconds; thence North 46 degrees 16 minutes 13 seconds East, tangent to said curve 133.45 feet; thence northeasterly 51.63 feet along a tangential curve concave to the northwest, a radius of 200.00 feet, and a central angle of 14 degrees 47 minutes 32 seconds; thence North 31 degrees 28 minutes 41 seconds East, tangent to said curve 92.96 feet; thence northeasterly 42.04 feet along a tangential curve concave to the southeast, a radius of 200.00 feet; and a central angle of 12 degrees 02 minutes 40 seconds; thence North 43 degrees 31 minutes 21 seconds East, tangent to said curve 145.96 feet to the north line of said Southeast Quarter of the Northeast Quarter, and said centerline there terminating.

The side lines of said easement are prolonged or shortened to terminate at the north and south lines of said Southeast Quarter of the Northeast Quarter.

T

EXHIBIT C (PAGE 5 OF 5)

EXHIBIT C

A easement for the Mesabi Trail over, under and across that part of the Northwest Quarter of the Northwest Quarter, Section 20, Township 56 North, Range 23 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the southeast corner of said Northwest Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 45 minutes 06 seconds West, along the south line of said Northwest Quarter of the Northwest Quarter, a distance of 240.54 feet to the point of beginning of the line to be described; thence North 02 degrees 26 minutes 56 seconds West, a distance of 1244.23 feet; thence northeasterly along a tangential curve concave to the southeast having a radius of 75.00 feet; a central angle of 93 degrees 10 minutes 55 seconds, a distance of 121.97 feet; thence North 00 degrees 43 minutes 59 seconds East, a distance of 5.42 feet to the north line of said Northwest Quarter of the Northwest Quarter and there terminating.

And lying easterly of the following described line:

Commencing at the southeast corner of said Northwest Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 45 minutes 06 seconds West, along the south line of said Northwest Quarter of the Northwest Quarter, a distance of 290.60 feet to the point of beginning of the line to be described; thence North 02 degrees 26 minutes 56 seconds West, a distance of 1241.88 feet; thence northeasterly along a tangential curve concave to the southeast having a radius of 125.00 feet, a central angle of 43 degrees 12 minutes 12 seconds, a distance of 94.26 feet to the north line of said Northwest Quarter of the Northwest Quarter and there terminating.

EXHIBIT D

59 PAGES

CONSTRUCTION PLANS FOR TAILINGS PIPELINE, BRIDGE, AND UNDERGROUND WATER PIPE

LEGEND

5+00	6+00	STREET CENTERLINE
5	6	SURVEY BASELINE
		COUNTY
		SECTION
		QUARTER
		SIXTEENTH
		CORPORATE LIMITS
EXISTING		
		RIGHT OF WAY
		PERMANENT EASEMENT
		PROPERTY LINE
		R.R. RIGHT OF WAY
		SANITARY SEWER AND MANHOLE
		FORCE MAIN
		SANITARY SEWER SERVICE & CLEANOUT
		WATER MAIN, HYDRANT AND VALVE
		WATER SERVICE AND CURB STOP BOX
		WATER VALVE MANHOLE
		STORM SEWER, APRON, MANHOLE AND CATCH BASIN
		CULVERT
		BULKHEAD
		BURIED FIBER OPTIC CABLE
		BURIED FIBER OPTIC DUCT OR CONDUIT
		BURIED PHONE CABLE AND PEDESTAL
		BURIED PHONE DUCT OR CONDUIT AND MANHOLE
		BURIED TV CABLE AND PEDESTAL
		BURIED ELECTRIC CABLE
		BURIED ELECTRIC DUCT OR CONDUIT AND MANHOLE
		OVERHEAD ELECTRIC, POLE AND DOWN GUY ANCHOR
		LIGHT POLE
		TRAFFIC SIGNAL STANDARD
		GAS MAIN
		GAS SIGN, VALVE AND VENT
		PETROLEUM PIPELINE
		SOIL BORING
		TRAVERSE POINT
		CONCRETE CURB AND GUTTER
		EXISTING PAVEMENT OR SIDEWALK
		SIGN (HWY, PARK, STOP, ETC.)
		STREET NAME SIGN
		DITCH
		RAILROAD TRACKS
		FENCE (UNIDENTIFIED)
		BARBED WIRE FENCE
		CHAIN LINK FENCE
		ELECTRIC WIRE FENCE
		WOOD FENCE
		WOVEN WIRE FENCE
		PLATE BEAM GUARDRAIL
		CABLE GUARDRAIL
		DECIDUOUS AND CONIFEROUS TREE
		BUSH-SHRUB
		WOODED AREA
		WETLAND
		BUILDING
		PROPOSED
		NEW RIGHT OF WAY
		PERMANENT EASEMENT
		TEMPORARY EASEMENT
		SANITARY SEWER AND MANHOLE
		FORCE MAIN
		SANITARY SEWER SERVICE & CLEANOUT
		WATER MAIN, HYDRANT AND VALVE
		WATER SERVICE AND CURB STOP BOX
		WATER VALVE MANHOLE
		STORM SEWER, MANHOLE AND CATCH BASIN
		CULVERT
		BULKHEAD
		DRAIN PIPE
		DITCH
		CONCRETE CURB AND GUTTER
		SILT FENCE
		FLOTATION SILT CURTAIN
		BIOROLL
		LIGHT POLE
		TRAFFIC SIGNAL, STANDARD
		SIGN (HWY, PARK, STOP, ETC.)
		STREET LIGHT FEED POINT
		STREET LIGHTING CABLE
		REMOVE TREE

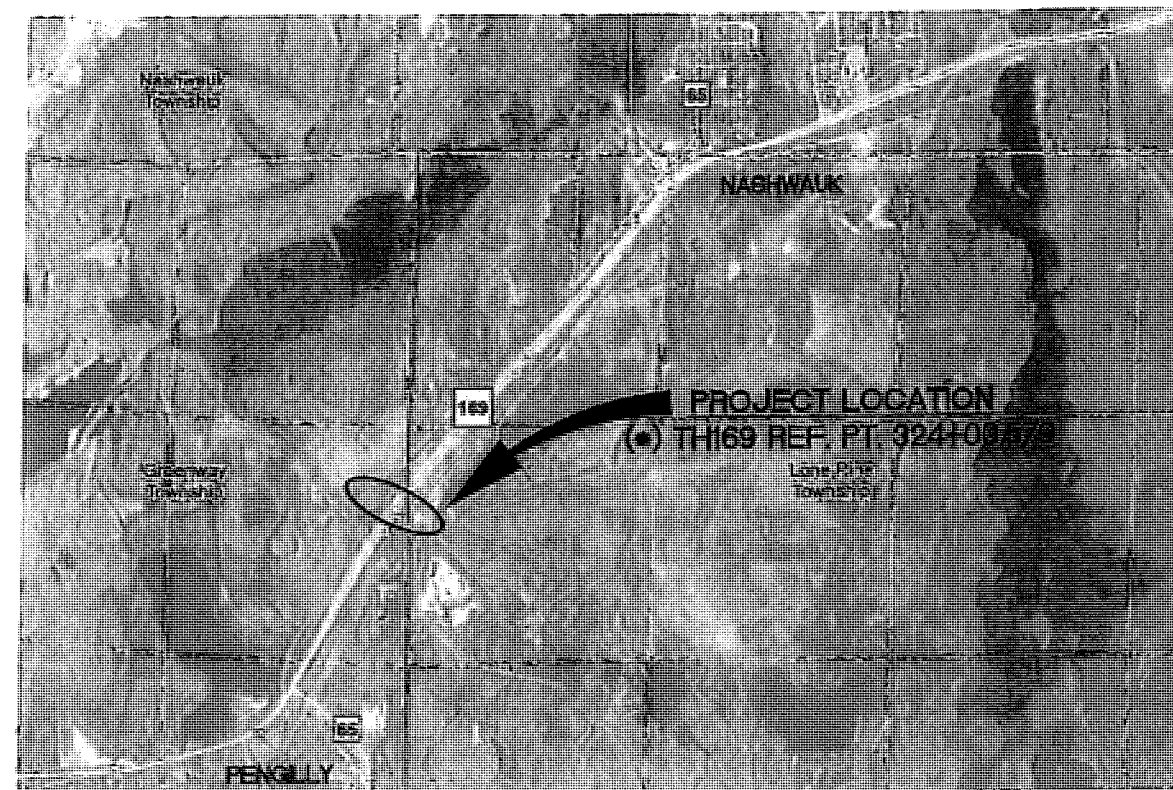
ESSAR STEEL MINNESOTA LTD.

CONSTRUCTION PLANS FOR GRADING AGGREGATE BASE, BITUMINOUS SURFACE AND AGGREGATE SURFACE

TAILINGS PIPE BRIDGE NO. 31008 AND ACCESS ROAD CONSTRUCTION

(SP 3116-139)

LOCATED ON HWY 169 BETWEEN NASHWAUK AND PENGILLY
AGREEMENT NO. 03045



S.P. 3116-139 (TH169)

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

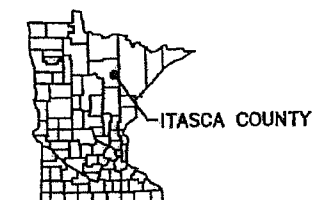
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MANUAL, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS", - CURRENT EDITION.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING UTILITY TABULATION
3	TYPICAL SECTIONS
4	DETAILS
5-7	PLAN & PROFILE
8-13	CROSS SECTIONS
14-15	SWPPP
16	EROSION CONTROL
17-24	TRAFFIC CONTROL
B1-B26	BRIDGE PLANS

THIS PLAN CONTAINS 50 SHEETS.

PROJECT LOCATION



APPROVED: Duane R. Zick 3/10/15
DISTRICT ENGINEER DATE

RECOMMENDED FOR APPROVAL: James A. Molen 3/10/15
DISTRICT TRAFFIC ENGINEER DATE

RECOMMENDED FOR APPROVAL: Matthew J. Reid, P.E. 3/9/15
ESSAR STEEL MINNESOTA LTD. DATE

NASHWAUK, MINNESOTA



PHONE: 218.741.4284
515 9TH ST N
VIRGINIA, MN 55792-3761
www.sehinc.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: Matthew J. Reid MATTHEW J. REID, P.E.

Date: 03/04/15 Lic. No. 44988

FILE NO.
ESSAR 121005
1
24

EXISTING UTILITY TABULATION				
	EXISTING UTILITY	LOCATION (C/L STATION)	OWNER	CONFLICT/ RELOCATION REQUIRED
Tailings Pipe Bridge				
1	Sanitary Sewer	166+96.04	City of Nashwauk	NO
2	Fiber Optic	167+08.96	Quest/CenturyLink	NO
3	Telephone-Buried	168+63.36	Quest/CenturyLink	YES
4	Fiber Optic	169+16.17	Paul Bunyan	YES
5	Pipeline in Casing	169+37.53	Essar Steel Minnesota Ltd.	NO
6	Pipeline in Casing	169+71.66	Essar Steel Minnesota Ltd.	NO
7	Fiber Optic	171+92.35	Northern Fiber/Arvig Communications	NO
8	Fiber Optic	172+00.00	Mediacom	NO
9	Fiber Optic	172+11.72	Quest/CenturyLink	NO
10	Gas	173+89.52	Northern Natural Gas	NO
11	Power-Overhead	175+04.28	Minnesota Power	YES
12	Power-Overhead	175+70.61	Minnesota Power	YES
13	Power-Overhead	175+82.57	Minnesota Power	YES
14	Power-Overhead	176+35.72	Minnesota Power	YES
15	Power-Overhead	176+47.60	Minnesota Power	YES
16	Power-Overhead	177+00.33	Minnesota Power	YES
17	Power-Overhead	177+12.62	Minnesota Power	YES
18	Power-Overhead	177+61.22	Minnesota Power	YES
19	Power-Overhead	177+73.21	Minnesota Power	YES
Tailings Pipe Bridge Access Road				
1	Sanitary Sewer	66+89.89	Midland Research Lab	NO
2	Fiber Optic	67+01.77	Quest/CenturyLink	NO
3	Telephone-Buried	68+54.52	Quest/CenturyLink	YES
4	Fiber Optic	69+05.73	Paul Bunyan	NO
5	Pipeline in Casing	69+83.73	Essar Steel Minnesota Ltd.	NO
6	Pipeline in Casing	70.12.83	Essar Steel Minnesota Ltd.	NO
7	Fiber Optic	71+77.14	Northern Fiber/Arvig Communications	NO
8	Fiber Optic	72+00.00	Mediacom	NO
9	Fiber Optic	71+89.01	Mediacom	NO
10	Gas	73+77.60	Northern Natural Gas	NO
11	Power-Overhead	74+93.21	Minnesota Power	NO
12	Power-Overhead	75+59.58	Minnesota Power	NO
13	Power-Overhead	75+71.56	Minnesota Power	NO
14	Power-Overhead	76+24.78	Minnesota Power	NO
15	Power-Overhead	76+36.68	Minnesota Power	NO
16	Power-Overhead	76+89.37	Minnesota Power	NO
17	Power-Overhead	77+01.65	Minnesota Power	NO
18	Power-Overhead	77+50.33	Minnesota Power	NO
19	Power-Overhead	77+62.33	Minnesota Power	NO
East Access Road				
1	Power-Overhead	200+14.56	Minnesota Power	NO
2	Power-Overhead	200+44.54	Minnesota Power	NO
3	Power-Overhead	201+73.07	Minnesota Power	NO
4	Power-Overhead	202+02.76	Minnesota Power	NO
5	Power-Overhead	203+34.26	Minnesota Power	NO
6	Power-Overhead	203+63.58	Minnesota Power	NO

S.P. 3116-139 (TH169)																			
DRAWN BY: <u>DLP</u>					I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.					 PHONE: 218.741.4284 615 9TH ST N VIRGINIA, MN 55792-3761 www.sehinc.com		ESSAR STEEL MINNESOTA LTD.		EXISTING UTILITY TABULATION		FILE NO. ESSAR 121005		2 24	
DESIGNED BY: <u>Matthew J. Reid</u>		<u>Metals Long Term Pipeline Lease</u>			 Date: <u>03/04/15</u> Lic. No. <u>44988</u>														
CHECKED BY: <u>MJR</u>																			
DESIGN TEAM		NO.	BY	DATE	REVISIONS														

STATEMENT OF ESTIMATED QUANTITIES

ITEM DESCRIPTION	UNIT	TOTAL QUANTITY
CLEARING AND GRUBBING	ACRE	0.26
REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	89
SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	20
COMMON EXCAVATION (P)	CU YD	2769
SALVAGED TOPSOIL (CV)	CU YD	256
SOIL STERILIZATION	SQ YD	130
AGGREGATE BASE CLASS 7	TON	1259
AGGREGATE BASE SPECIAL (CV)(WASHED TAILINGS)	CU YD	1360
BITUMINOUS MATERIAL FOR TACK COAT	GAL	4
TYPE SP 12.5 BITUMINOUS WEARING COURSE MIX (2,B)	TON	27
12" CP PIPE CULVERT	LIN FT	52
12" CS PIPE APRON	EACH	2
15" CP PIPE CULVERT	LIN FT	50
15" CS PIPE APRON	EACH	2
18" CP PIPE CULVERT	LIN FT	137
18" CS SAFETY APRON & GRATE DESIGN 3128	EACH	4
21" SPAN CS PIPE-ARCH CULVERT	LIN FT	49
21" CS SAFETY APRON & GRATE DESIGN 3148	EACH	2
1 VEHICULAR GATE-SPECIAL	EACH	2
2 PEDESTRIAN GATE DESIGN SPECIAL	EACH	1
TEMPORARY DITCH CHECK TYPE 2	LIN FT	7
SILT FENCE, TYPE PREASSEMBLED	LIN FT	1140
TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	2

- 1.) SEE DETAILS
2.) WOVEN WIRE FENCE GATE (SEE SPECS.)

BASIS FOR ESTIMATED QUANTITIES:

BITUMINOUS WEAR COAT - 115 LB/SY-IN
TACK COAT OIL - 0.05 GAL/SY

EARTHWORK BALANCE (C.Y.):

TOTAL CUT = 3035 C.Y.
SALVAGED TOPSOIL = 256 C.Y.
COMMON EXCAVATION = 2769 C.Y.

EMBANKMENT = 721 C.Y.
REQUIRED EMBANKMENT = 721 C.Y. X 1.35 = 973 C.Y.

EXCESS = 2769 C.Y. - 973 C.Y. = 1796 C.Y. (TO BE HAULED OFF SITE)

NOTES:

- CROSS-SLOPE VARIES BETWEEN +2% TO -2%. SUPER ELEVATE ALL CURVES AT 2% TOWARDS THE RADIUS POINT. TRAIL SHALL ALWAYS HAVE A 2% CROSS-SLOPE WHEN NOT IN A HORIZONTAL CURVE.
- WIDTH OF BITUMINOUS PAVING AT ROAD CROSSINGS. SHALL BE INCREASED BY 5 FEET ON BOTH SIDES OF TRAIL FOR ENTIRE WIDTH OF CROSSING.
- CONTRACTOR SHALL PLACE SOIL STERILANT ON TOP OF AGGREGATE BASE (ALL SECTIONS).
- AGGREGATE BASE AND SELECT GRANULAR BORROW SHALL BE PLACED 0.5' WIDER THAN EDGE OF BITUMINOUS.
- 6" SUBGRADE PREPARATION PER MN/DOT 2112 (INCIDENTAL TO COMMON EXCAVATION)
- TOPSOIL SHALL BE STRIPPED PRIOR TO PLACING ANY EMBANKMENT, GRANULAR BORROW, OR AGGREGATE BASE.
- CONTRACTOR MUST WORK AROUND ALL EXISTING PRIVATE UTILITIES WHETHER SHOWN OR NOT SHOWN ON PLAN. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR WORKING AROUND PRIVATE UTILITIES.
- SHOULDER WIDTH WILL WIDEN TO GREATER THAN 5' WHEN THE EXISTING SIDE SLOPES ARE A 1:3 SLOPE AND THE VERTICAL DROP IS MORE THAN 6'; OR WHEN A 1:2 SIDE SLOPE IS ENCOUNTERED AND THE VERTICAL DROP IS MORE THAN 4'. SEE CROSS SECTION SHEETS FOR SHOULDER WIDTH.
- SEE CROSS SECTIONS FOR DITCH LOCATIONS.

S.P. 3116-139 (TH169)

DRAWN BY: DLP			
DESIGNER: DLP			
CHIEF ENGINEER: M. J. REID, P.E.			
DESIGN TEAM	NO.	BY	DATE

REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Date: 03/04/15 Lic. No. 44988



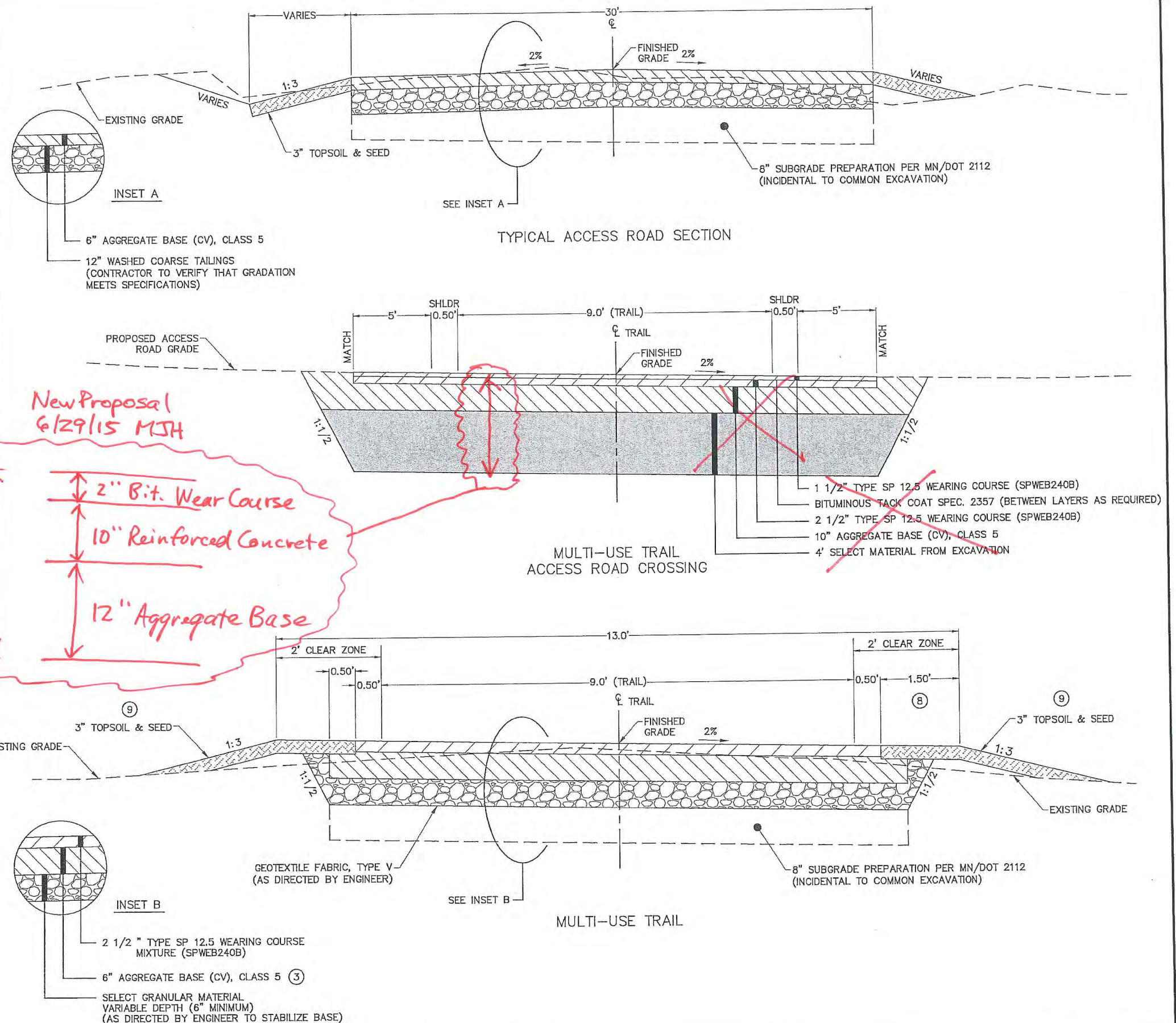
PHONE: 218.741.4284
615 9TH ST N
VIRGINIA, MN 55792-3761
www.sehinc.com

ESSAR STEEL
MINNESOTA LTD.

TYPICAL SECTIONS

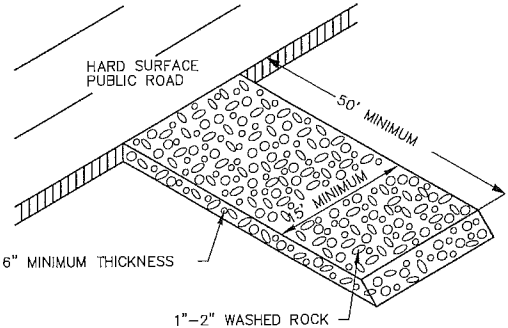
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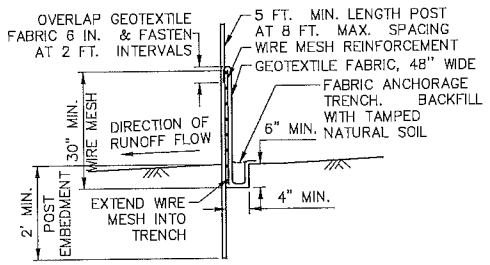


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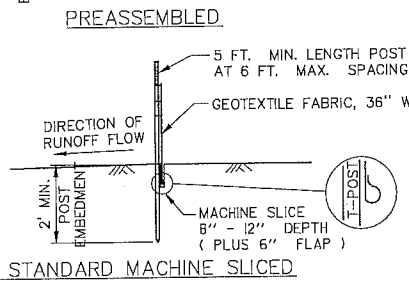
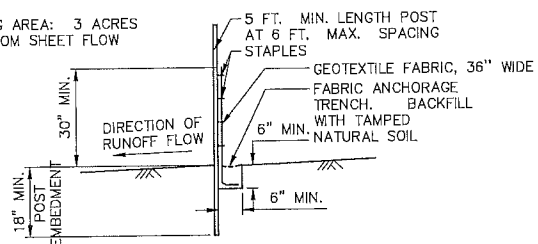
STANDARD PLATES	
THE FOLLOWING STANDARD PLATES APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION SHALL APPLY ON THIS PROJECT:	
PLATE NO.	DESCRIPTION
3129A	METAL APRON FOR CORRUGATED POLYETHYLENE PIPE
3148A	SAFETY SLOPE METAL END SECTION FOR CIRCULAR & ARCHED PIPES
9102D	TURF ESTABLISHMENT AREAS (AT PIPE CULVERT ENDS)



NOTE:
TO PREVENT TRACKING OF MUD ONTO PAVED ROADS, INSTALL ADDITIONAL ROCK OR REMOVE AND REPLACE THE PAD AS REQUIRED AS TO MAINTAIN A CLEAN AND SAFE ROADWAY SURFACE.

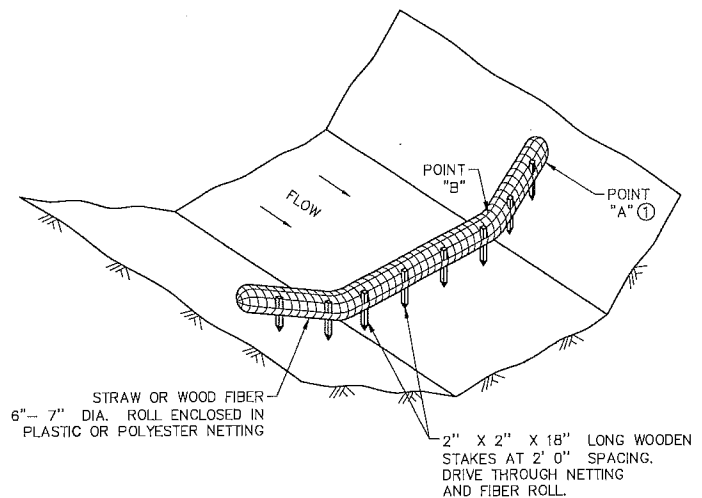


DESIGN GUIDELINES:
MAXIMUM CONTRIBUTING AREA: 3 ACRES
TO PROTECT AREAS FROM SHEET FLOW
(SEE SPEC. 3886)

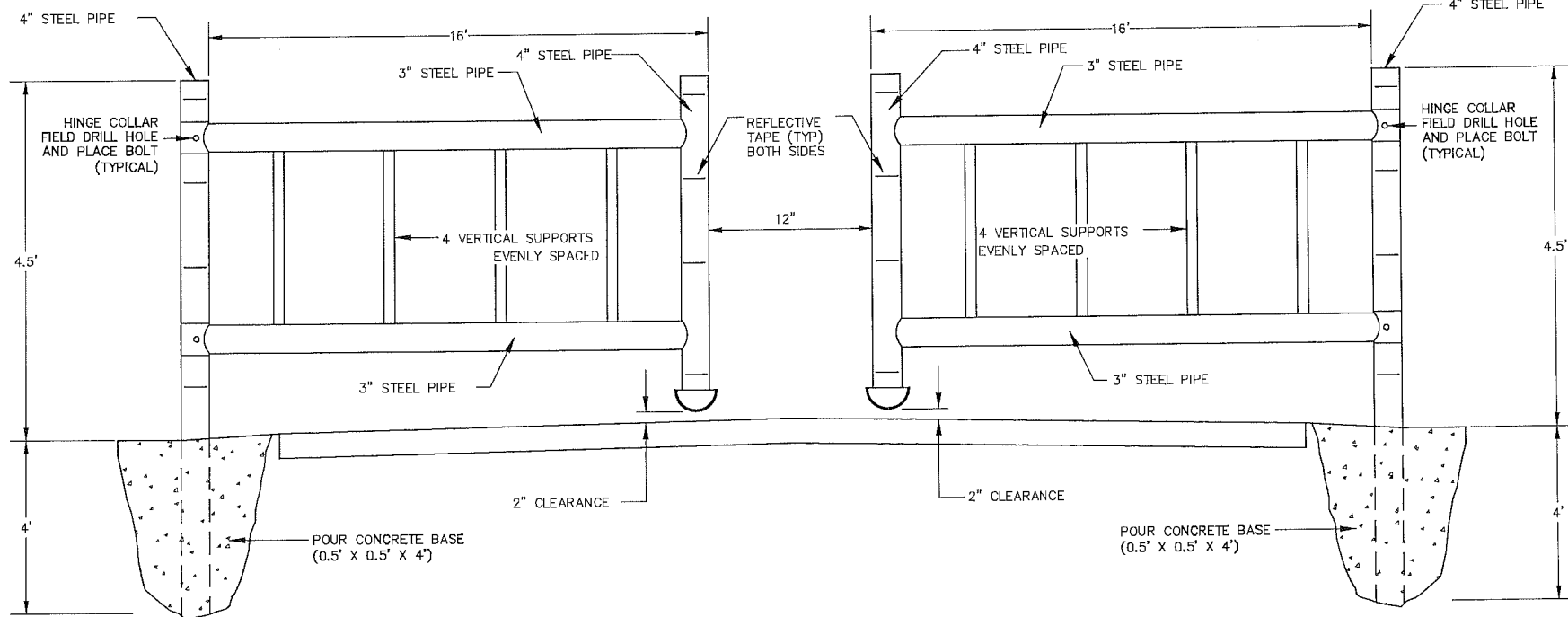


TEMPORARY ROCK CONSTRUCTION ENTRANCE

SILT FENCE



① POINT "A" SHALL BE A MINIMUM OF 6" HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.



BIOROLL DITCH CHECK

VEHICULAR GATE-SPECIAL

S.P. 3116-139 (TH169)

DRAWN BY: DLP	DESIGNED BY: DLP	CHECKED BY: MJR	DATE: 03/04/15
DESIGN TEAM	NO.	BY	DATE
REVISIONS			

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Matthew J. Reid, P.E.
Date: 03/04/15 Lic. No. 44988

SEH
PHONE: 218.741.4284
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VIRGINIA, MN 55792-3761
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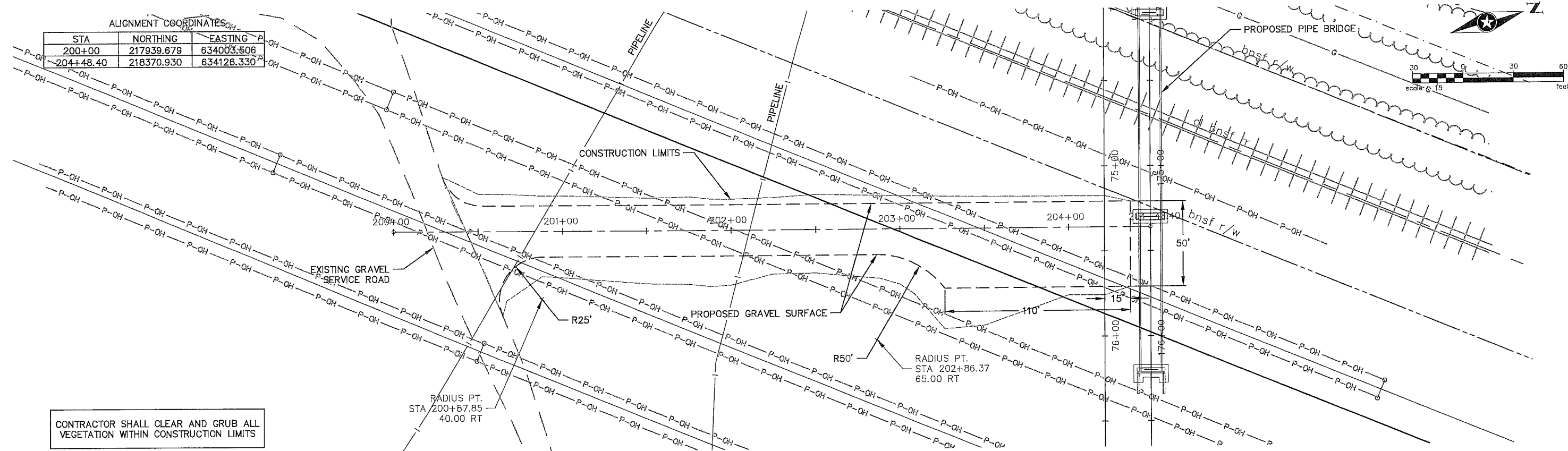
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CONSTRUCTION DETAILS

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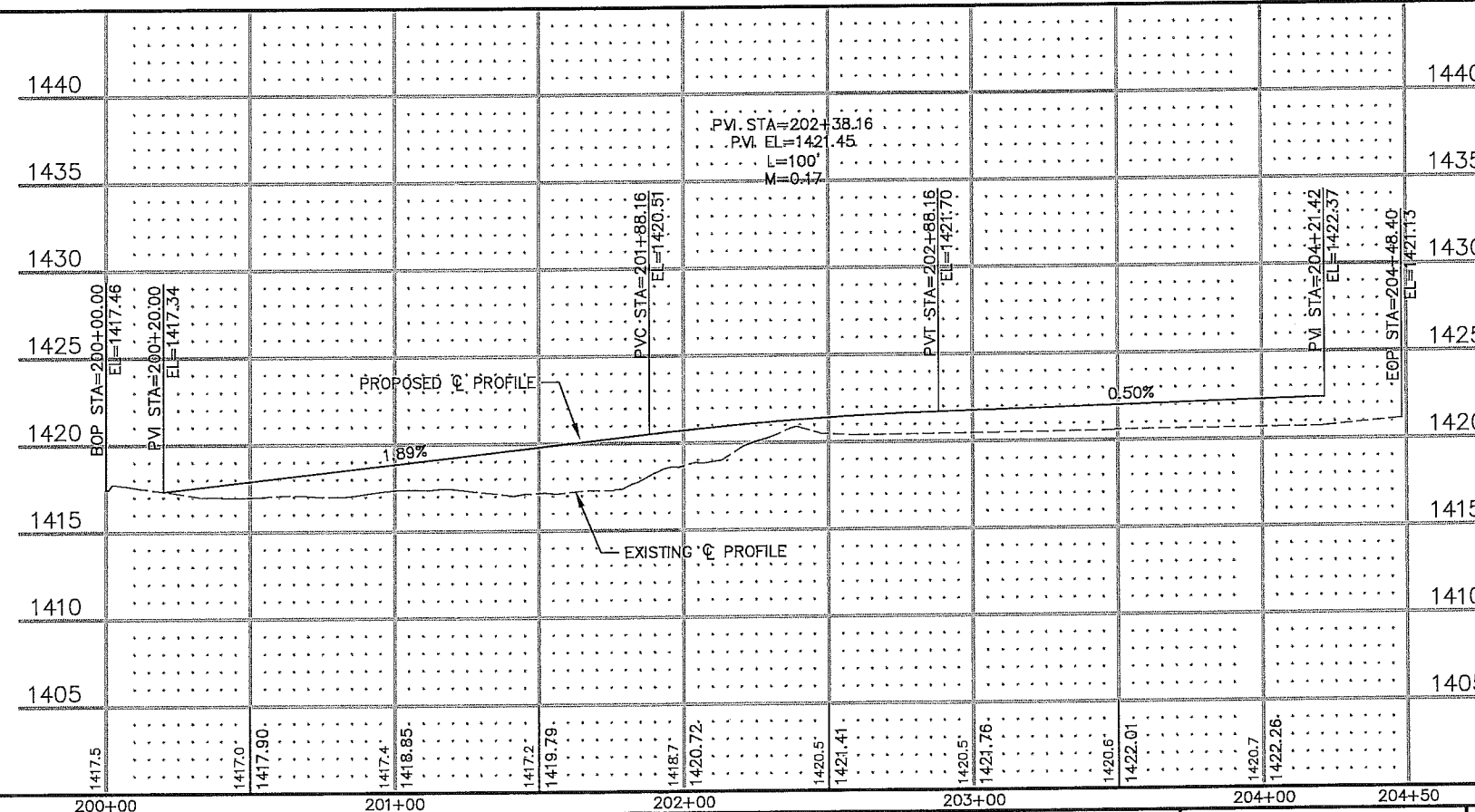
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CONTRACTOR SHALL CLEAR AND GRUB ALL
VEGETATION WITHIN CONSTRUCTION LIMITS

EAST ACCESS ROAD



DRAWN BY: DLP
DESIGNED BY: DLP
CHECKED BY: MJR
DESIGN TEAM

NO. BY DATE

REVISIONS

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ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Date: 03/04/15

MATTHEW J. REID, P.E.
Lic. No. 44988



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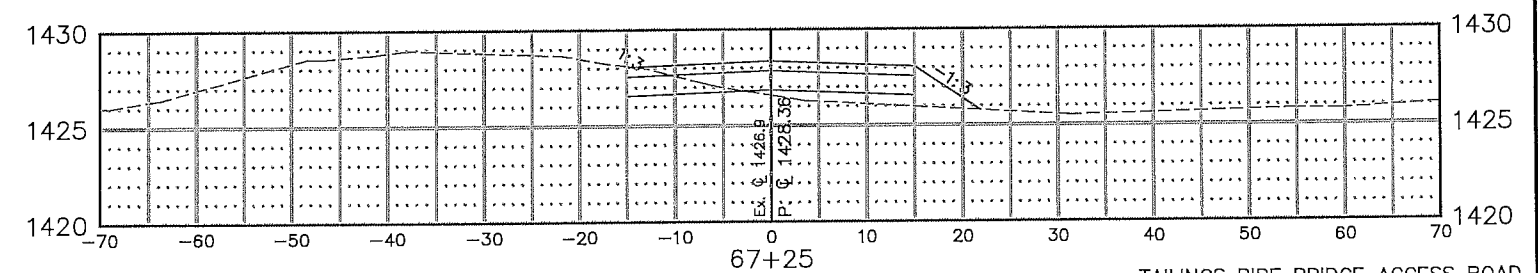
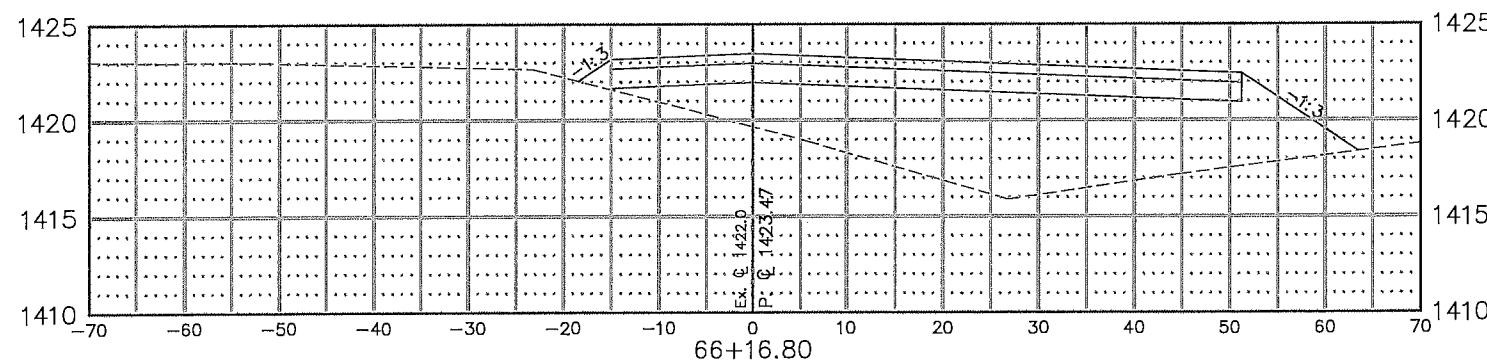
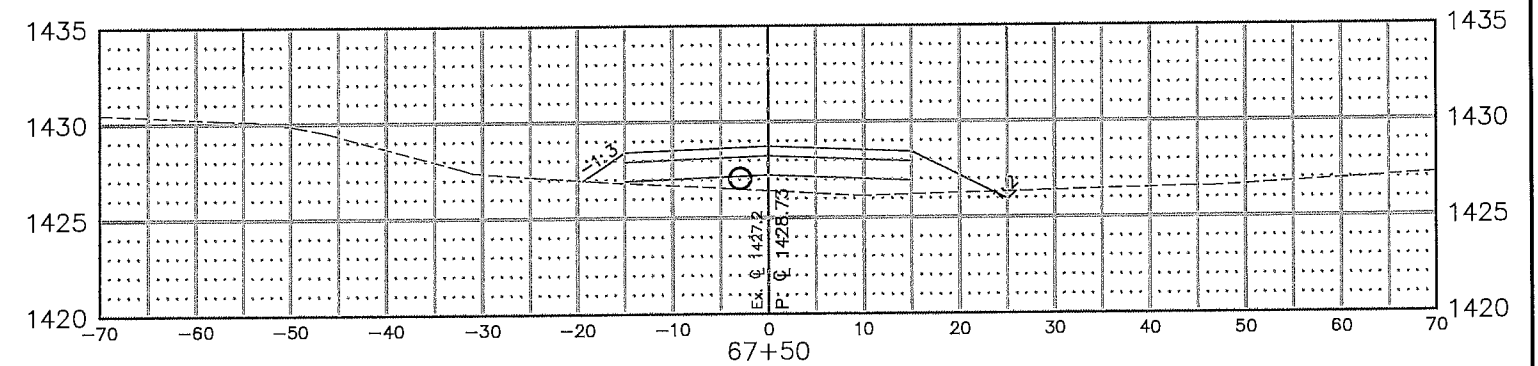
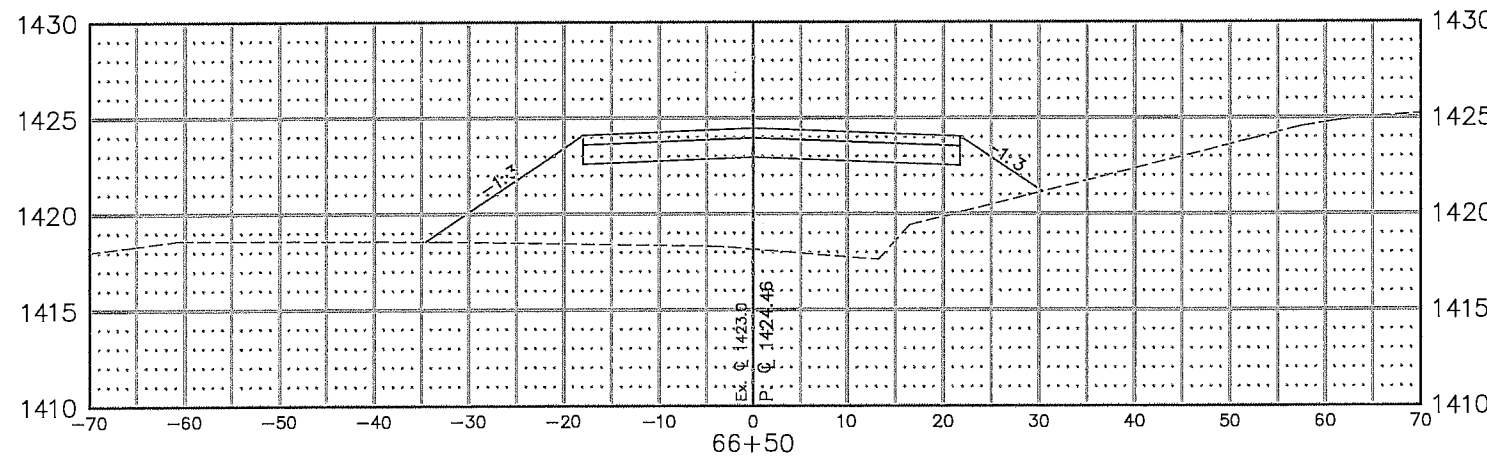
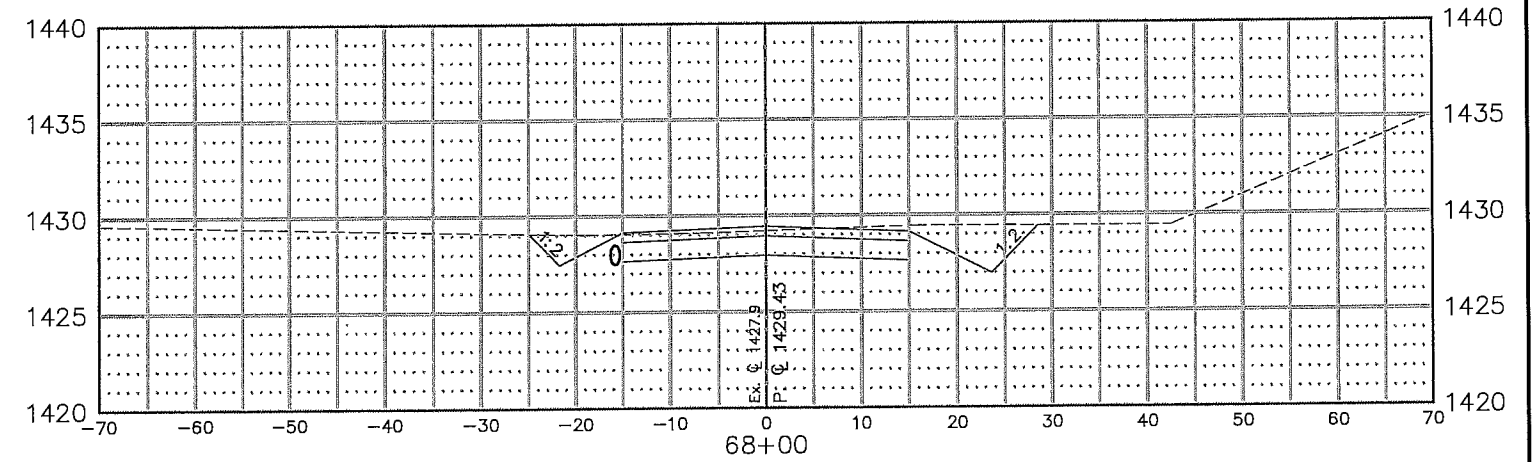
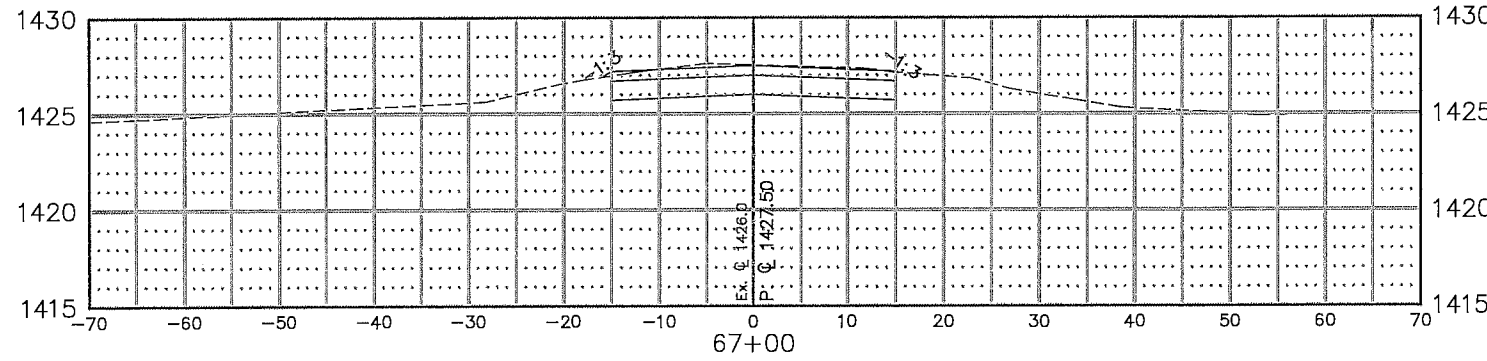
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EAST ACCESS ROAD
PLAN AND PROFILE
STA. 200+42.50 TO STA. 204+21.42

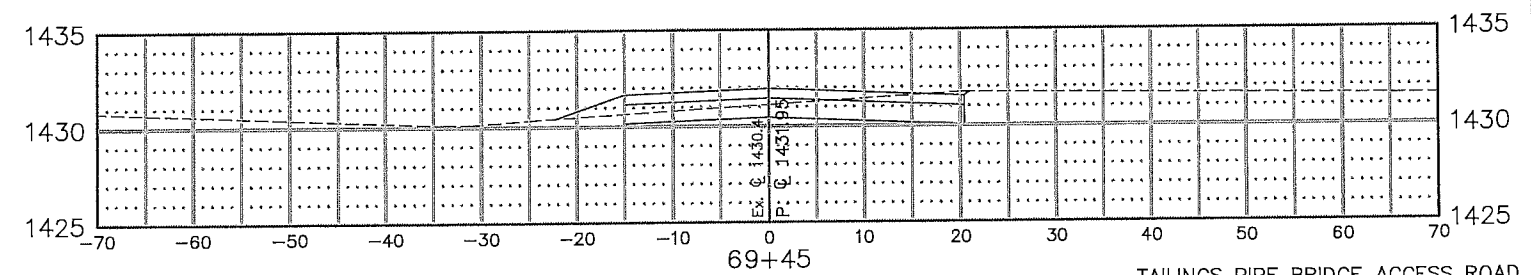
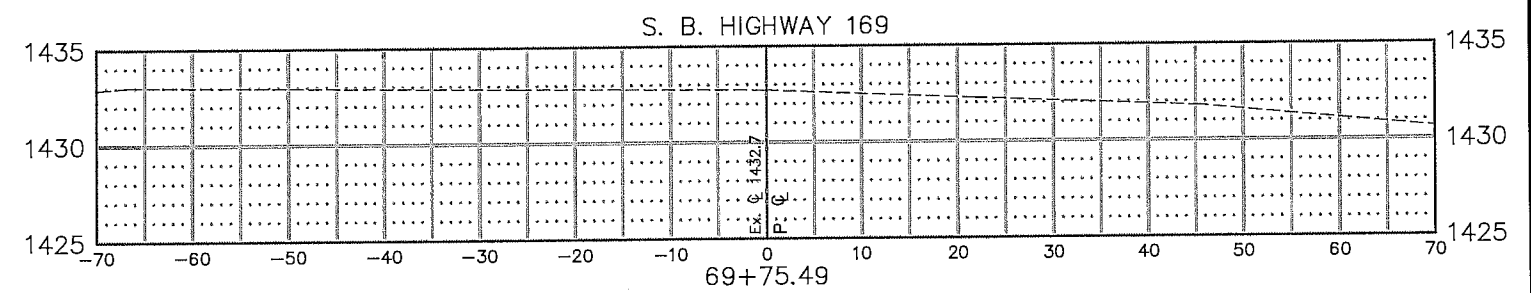
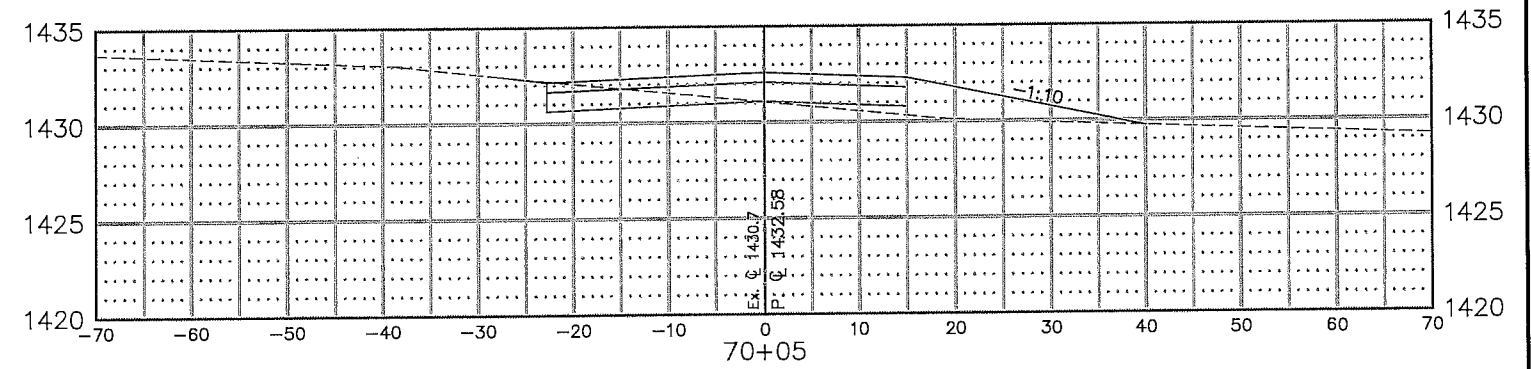
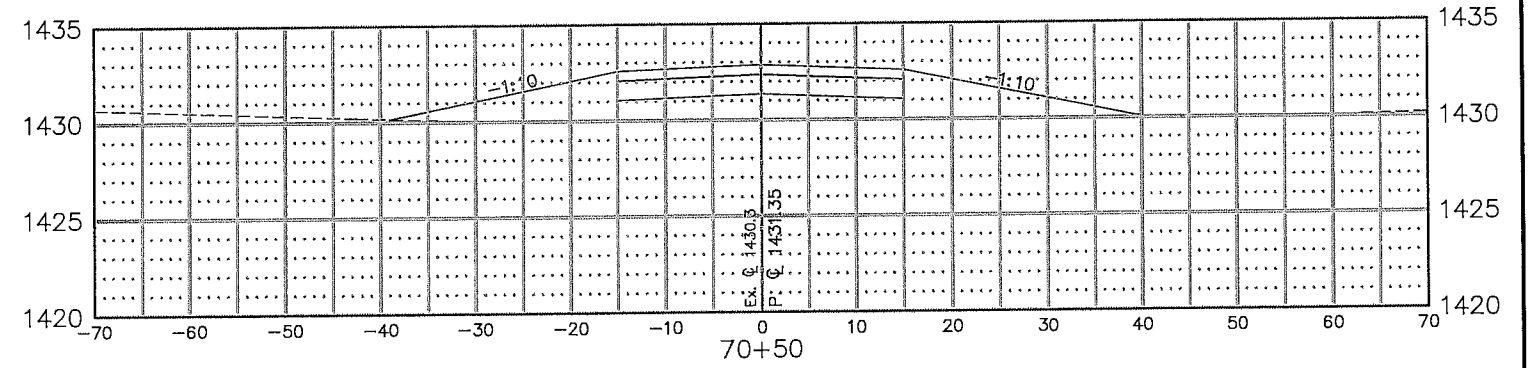
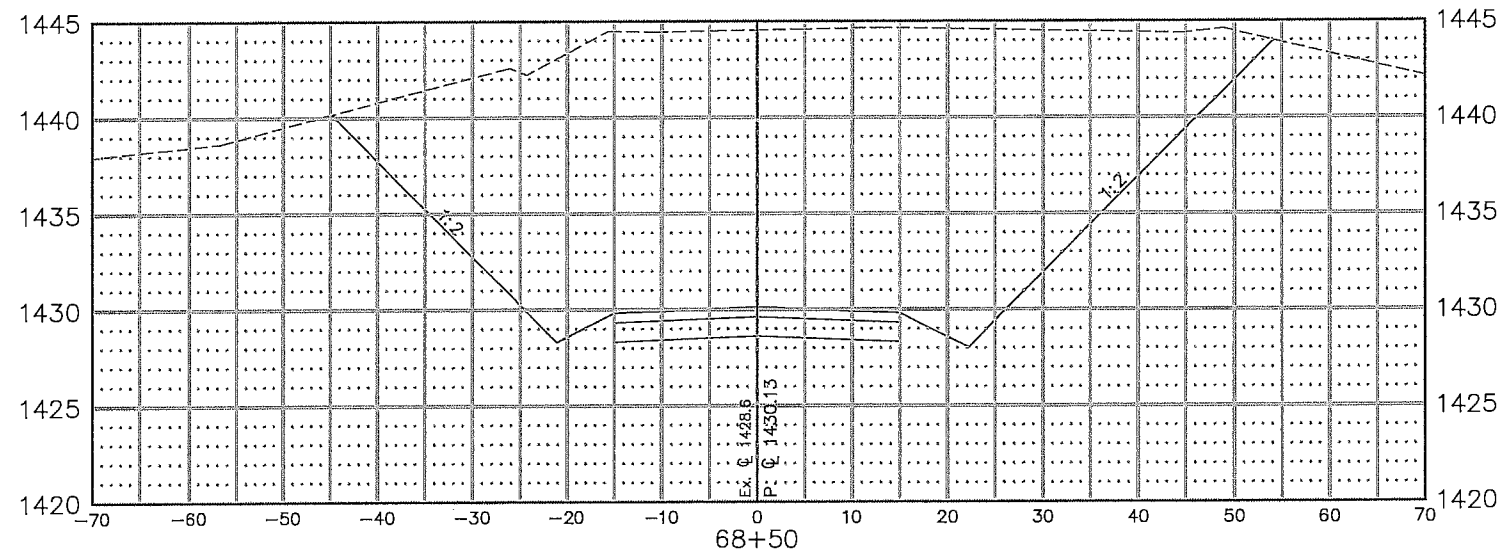
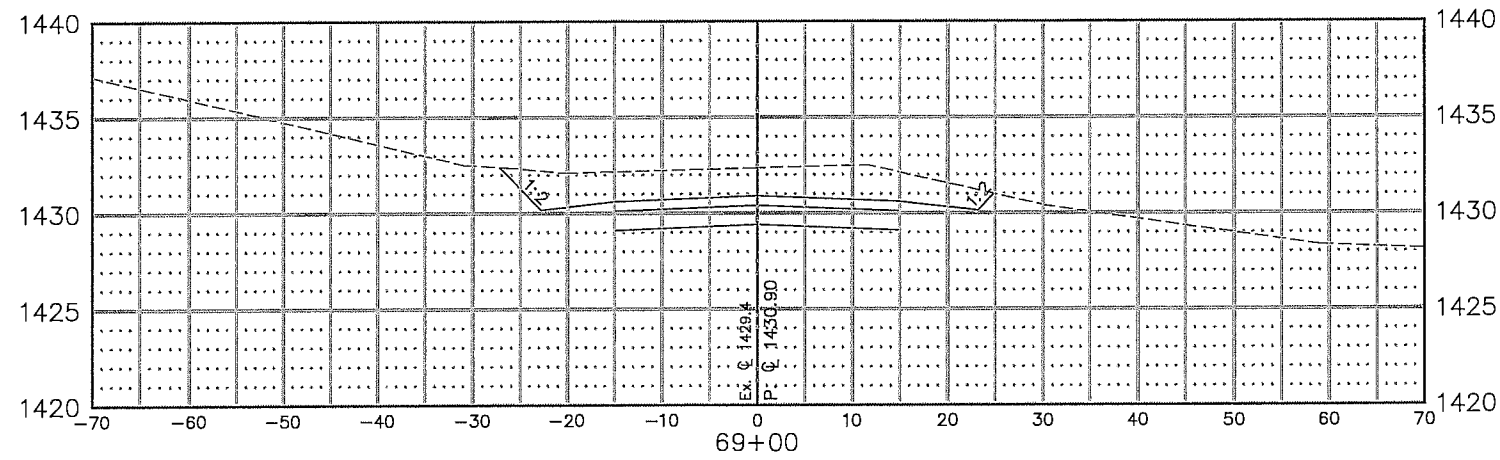
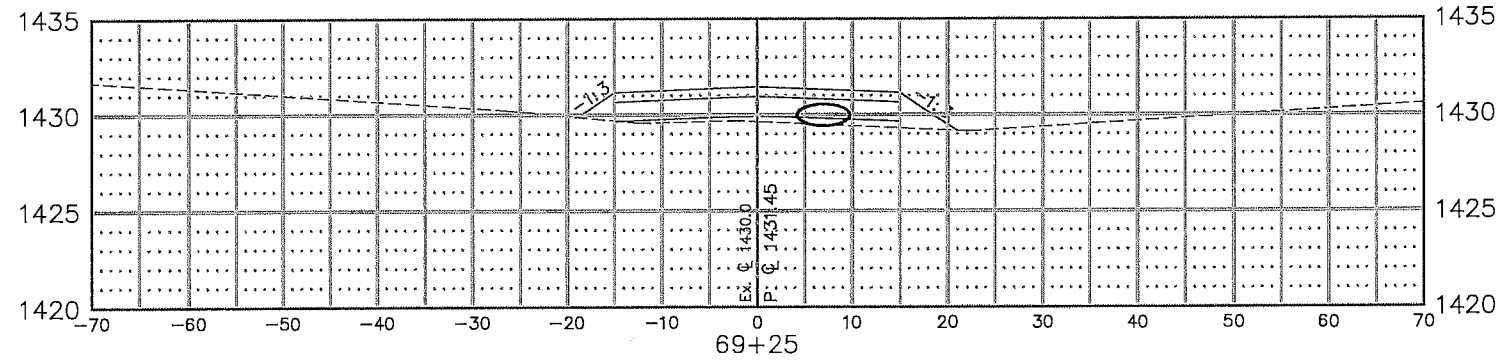
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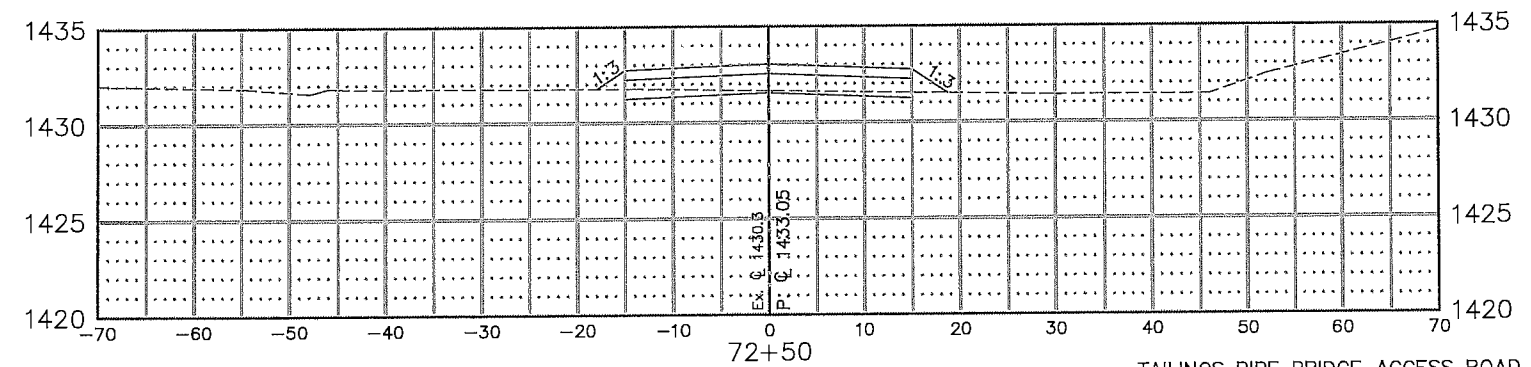
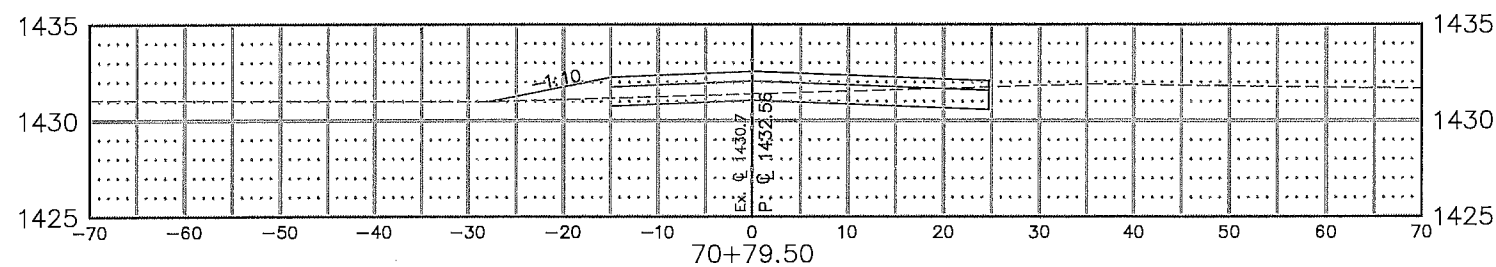
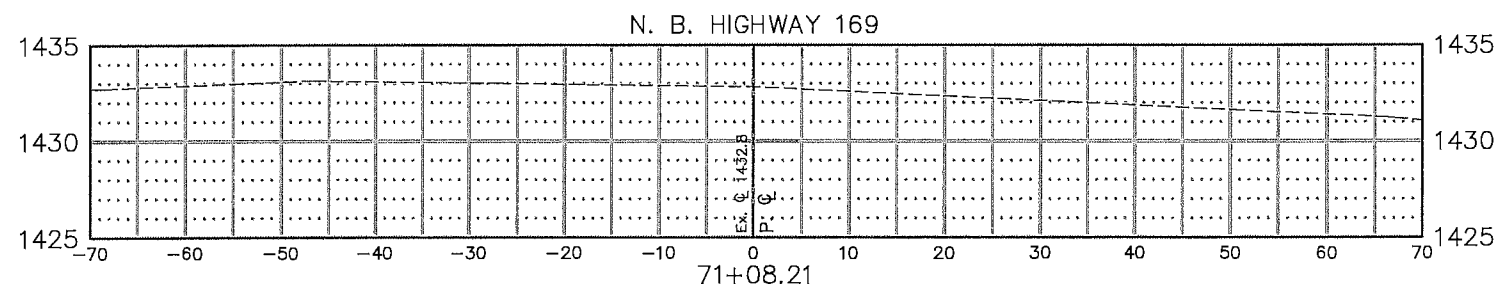
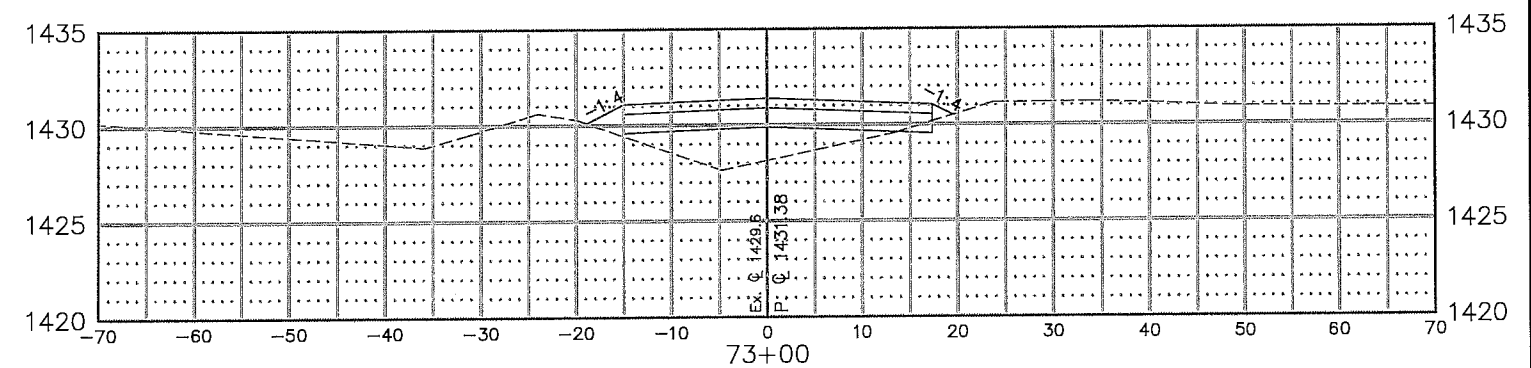
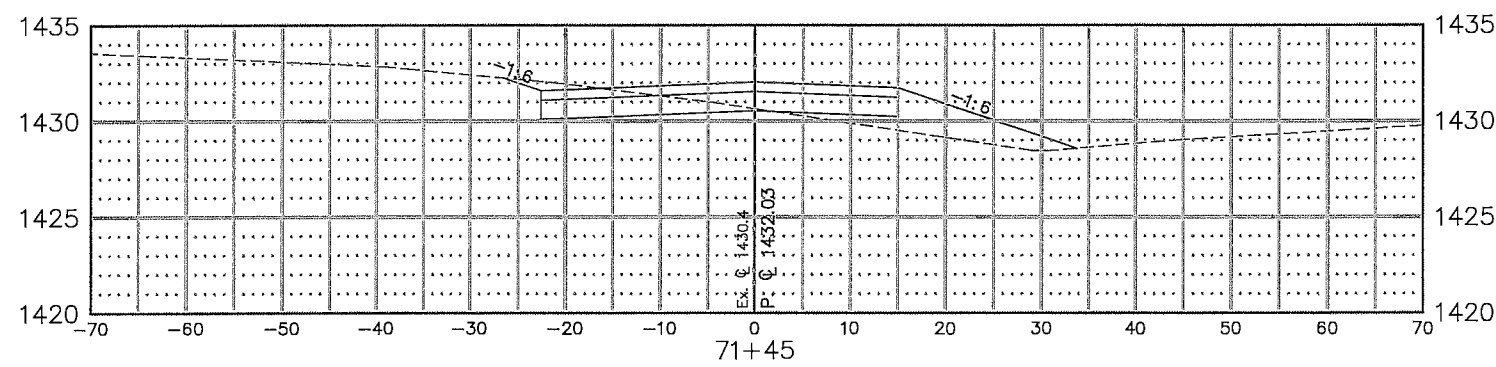
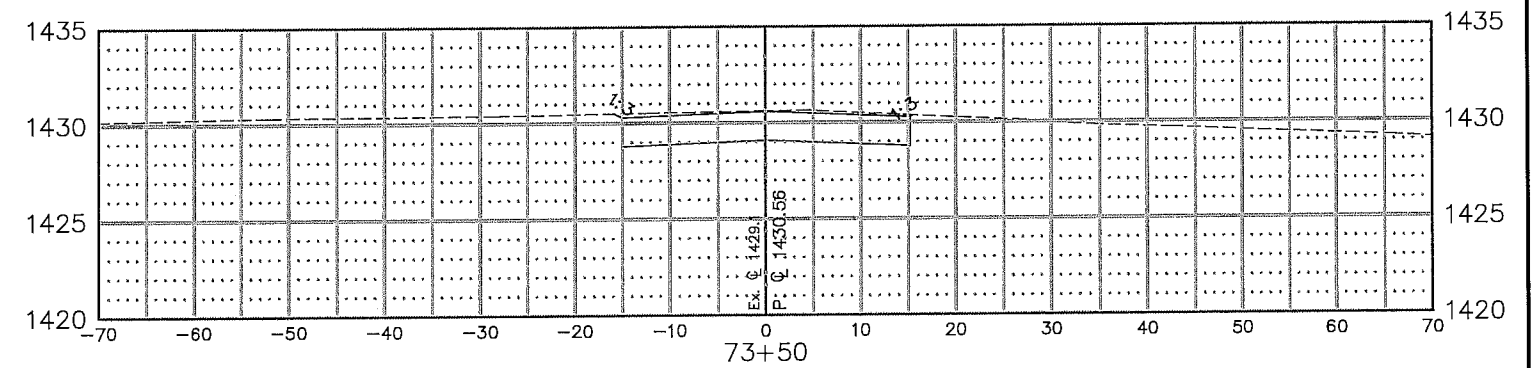
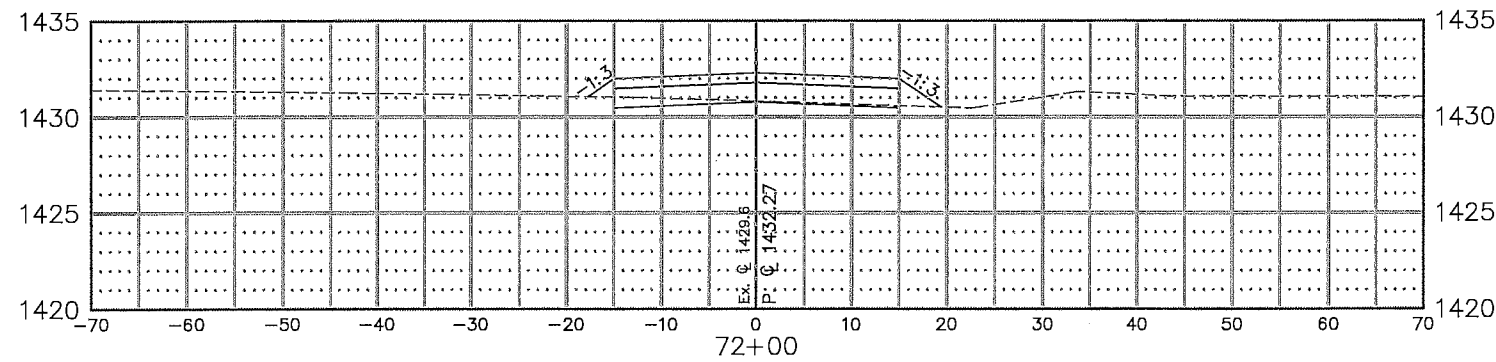
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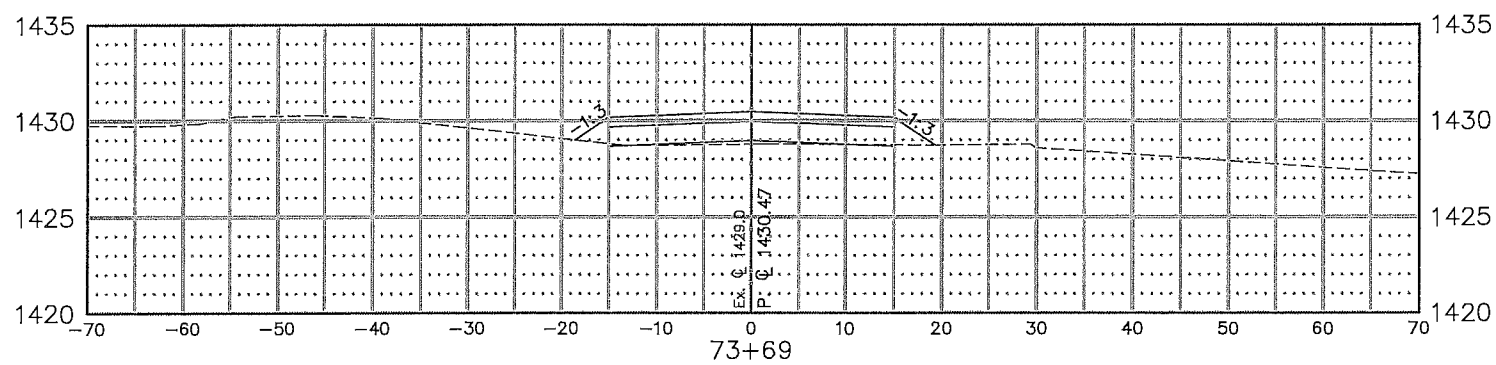
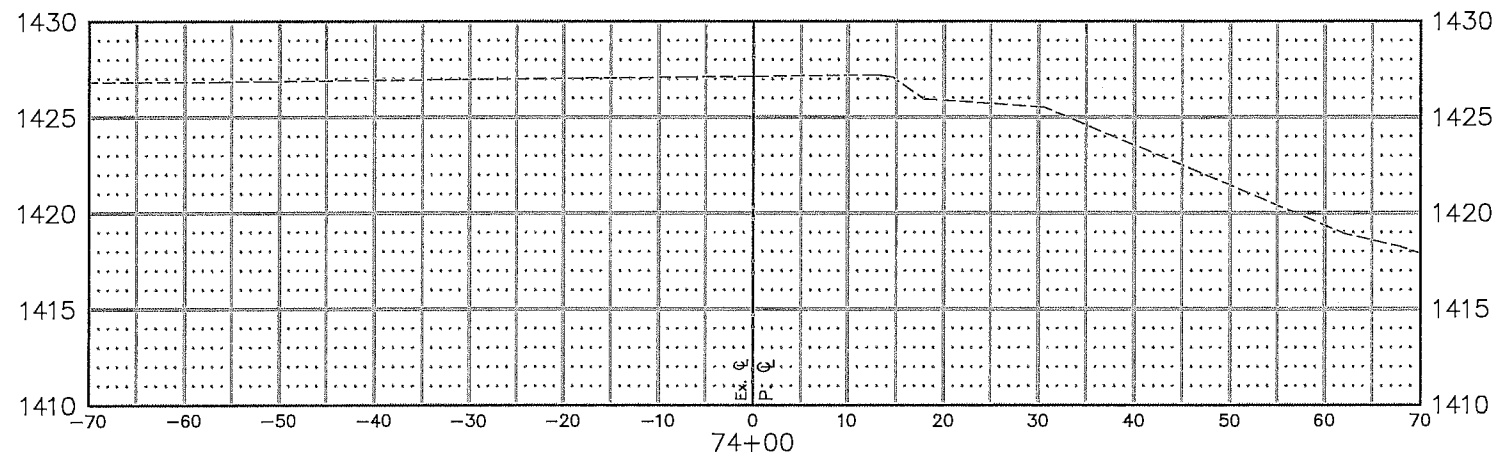
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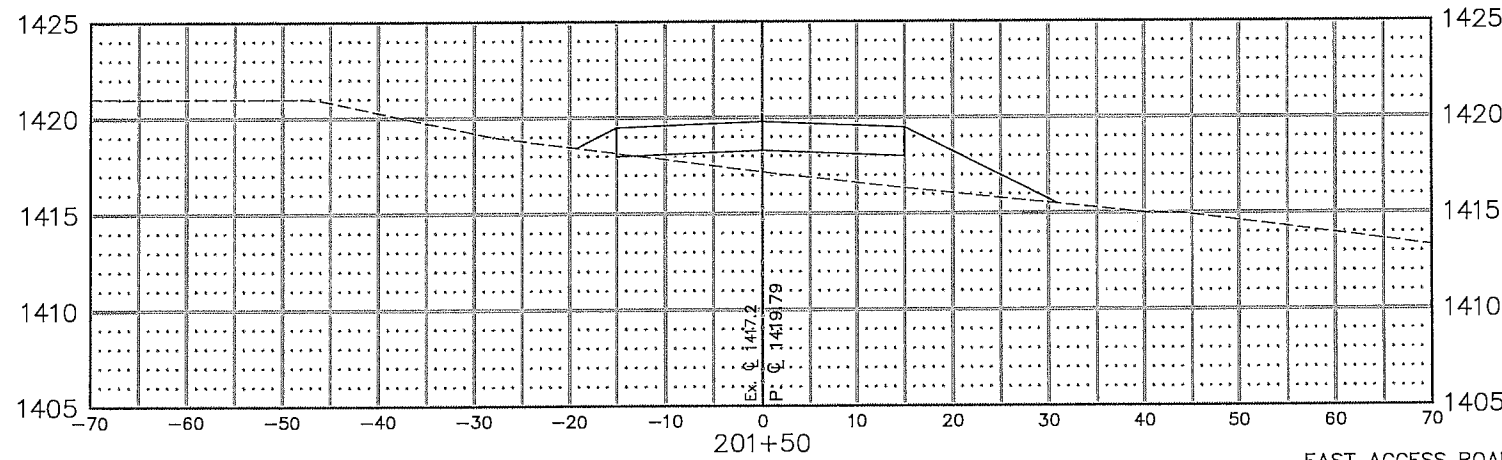
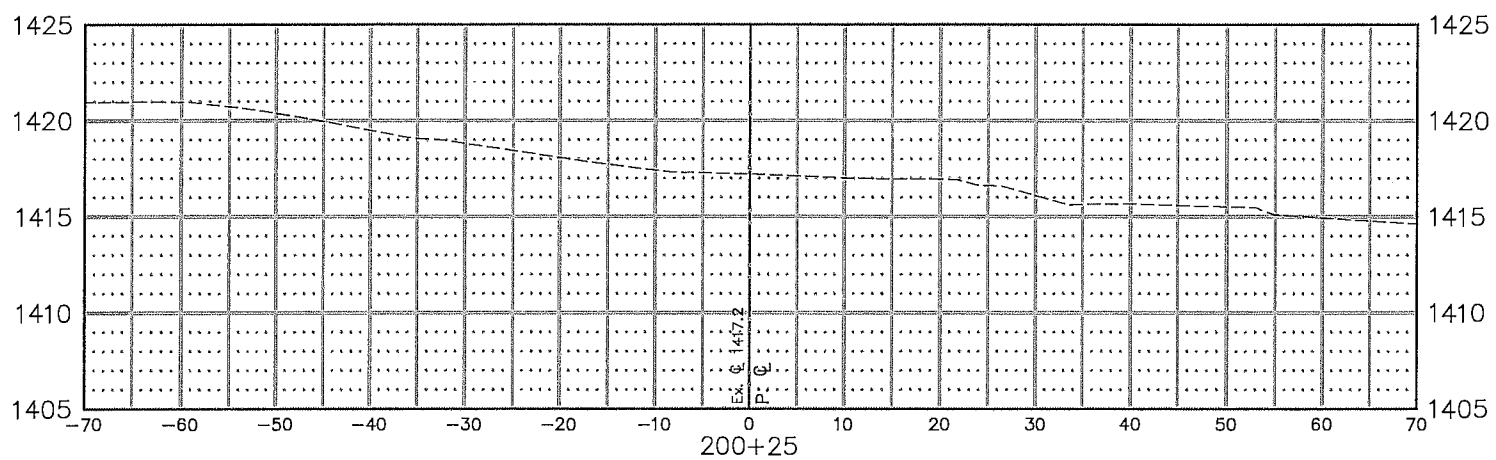
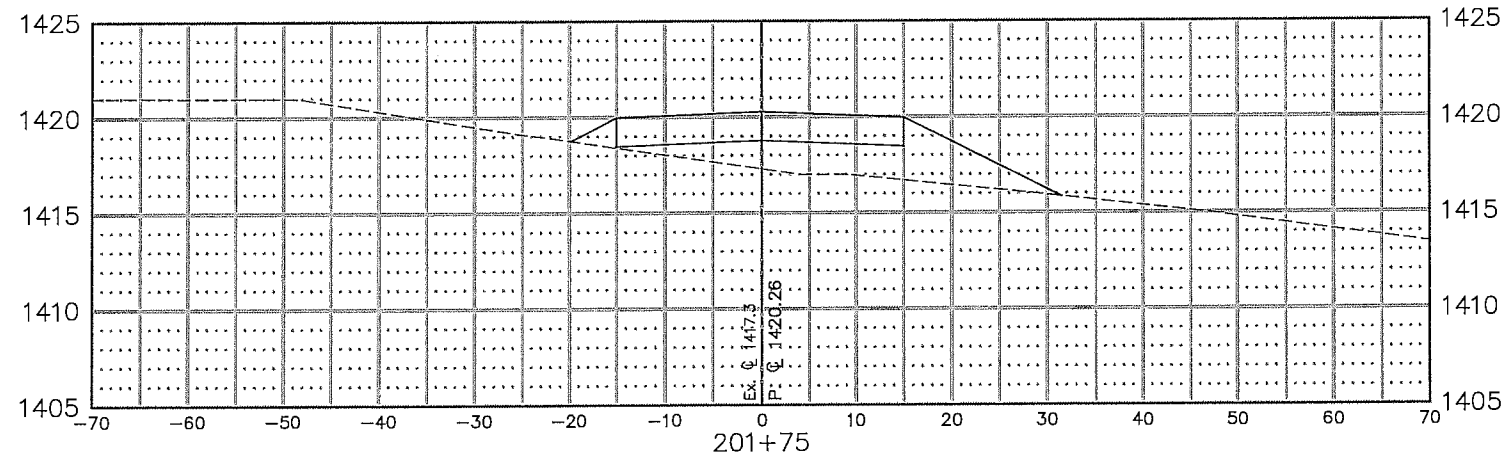
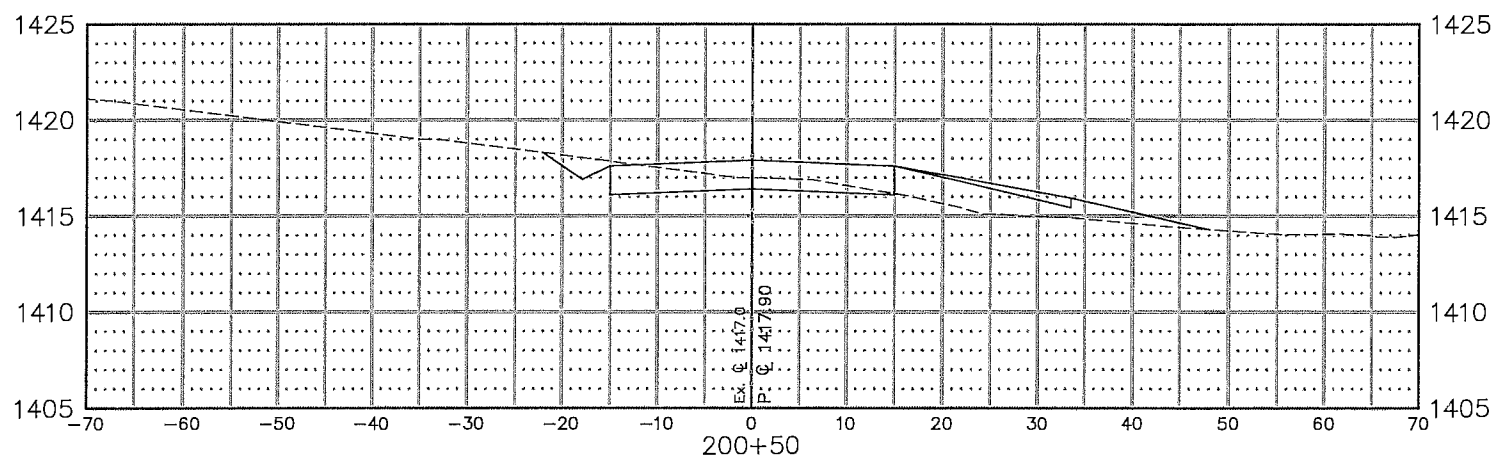
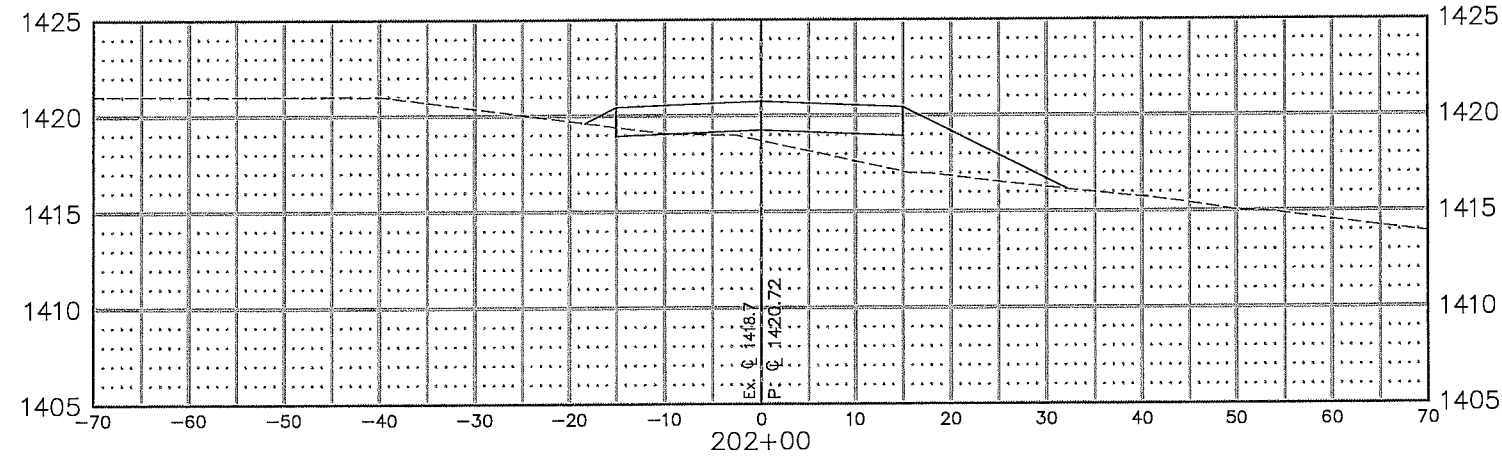
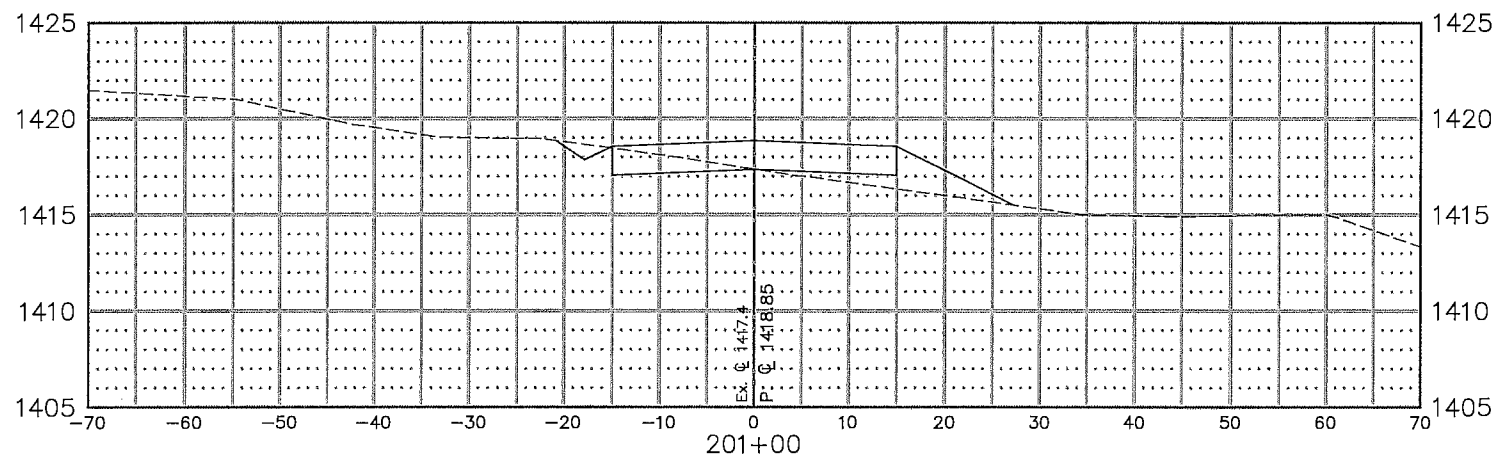
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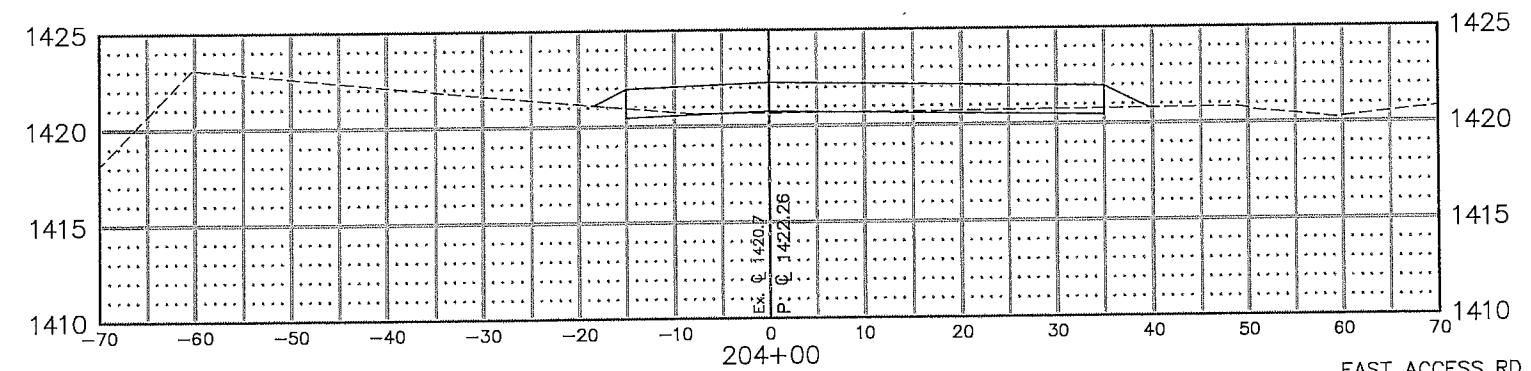
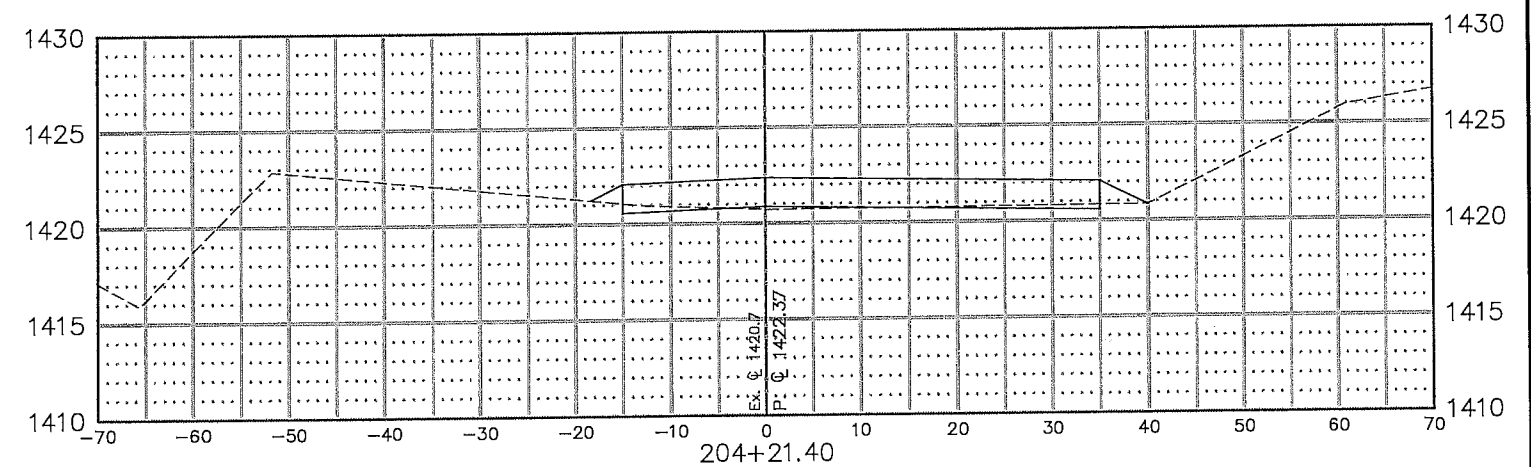
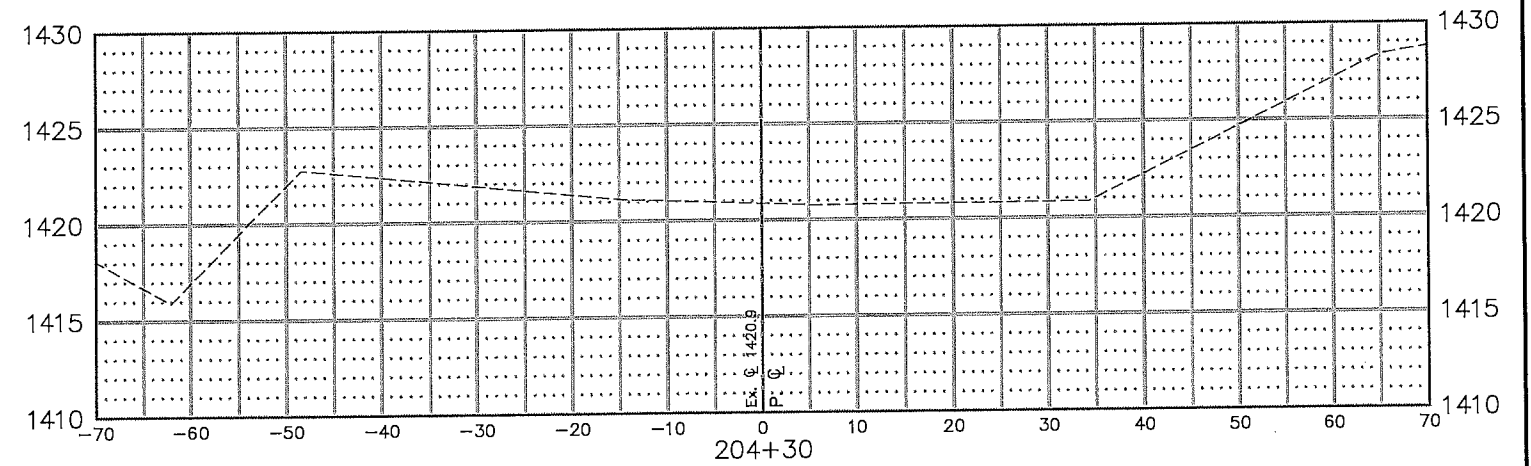
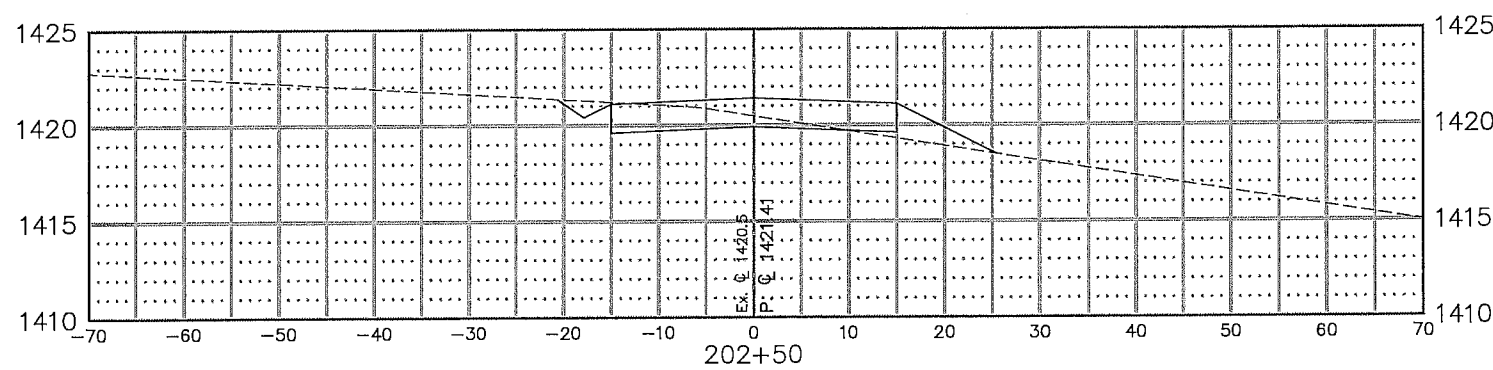
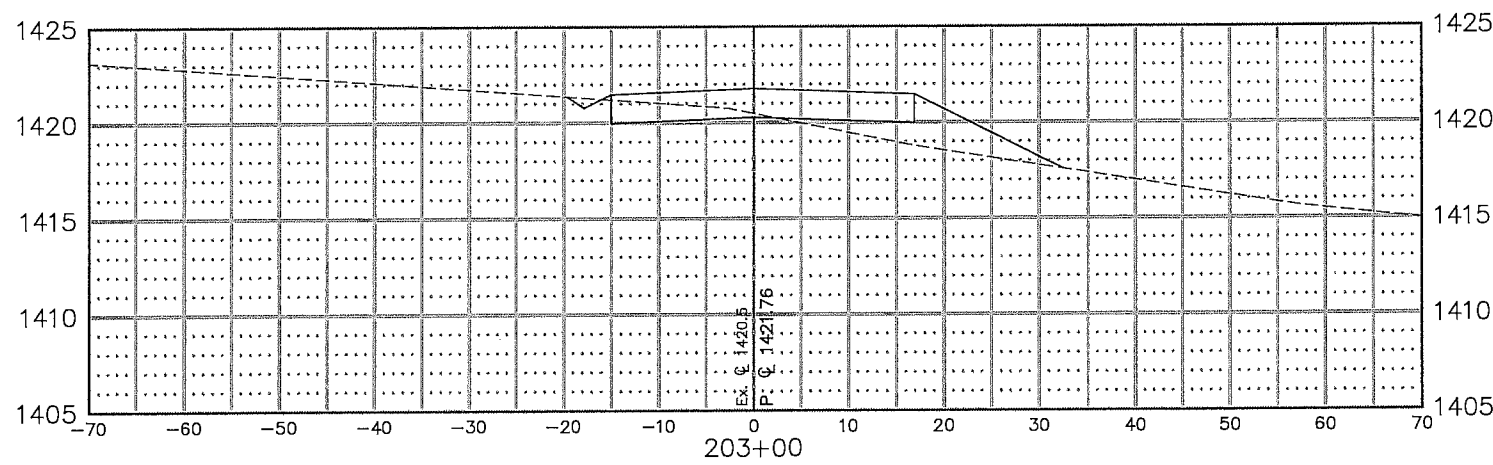
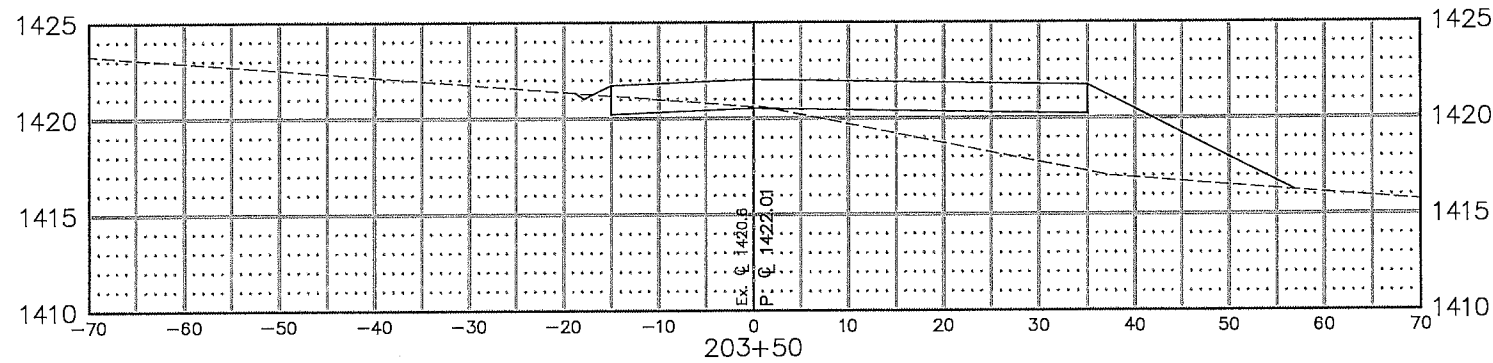
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SWPPP SUMMARY/OVERVIEW

THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN DEVELOPED TO ADDRESS THE REQUIREMENTS OF NPDES PERMIT MN R100001, PART III, SUBPART A. THIS SWPPP INCLUDES A COMBINATION OF NARRATIVE, ATTACHED FIGURE(S) AND PLAN SHEETS THAT DESCRIBE THE TEMPORARY AND PERMANENT STORM WATER MANAGEMENT PLAN FOR THE PROJECT.

CONTACTS

OWNER: ESSAR STEEL MINNESOTA LTD.
CONTACT: MARTY HALVERSON
PHONE: 218.263.3331
EMAIL: MARTYHALVERSON@ESSAR.COM

ENGINEER: SHORT ELLIOTT HENDRICKSON INC. (SEH)
CONTACT: MATTHEW J. REID, PE
PHONE: 218.741.4284
EMAIL: MREID@SEHINC.COM

THE GENERAL CONTRACTOR SHALL ATTACH THEIR REQUIRED CONTACT INFORMATION TO THE SWPPP AFTER THE CONTRACT FOR THE PROJECT IS AWARDED.

CONTRACTOR: _____
CONTACT: _____
PHONE: _____
EMAIL: _____

GENERAL PROJECT INFORMATION

PROJECT NAME: PIPE SERVICE ROAD CONSTRUCTION
PROJECT LOCATION: BETWEEN NASHWAUK, MN AND MARBLE, MN
CONSTRUCTION START DATE: MAY 1, 2013
CONSTRUCTION END DATE: OCTOBER 1, 2013
THIS PROJECT WILL CONSIST OF: 800 FT. OF RURAL STREET CONSTRUCTION;
INCLUDES, STORM SEWER DESIGN

AMENDMENTS TO THE SWPPP

THE SWPPP WILL BE AMENDED AS NEEDED AND/OR AS REQUIRED BY PROVISIONS OF THE PERMIT. AMENDMENTS WILL BE APPROVED BY BOTH THE OWNER AND CONTRACTOR AND WILL BE ATTACHED TO THE SWPPP AS AN ADDITIONAL SHEET. THE SWPPP AMENDMENTS SHALL BE INITIATED, FACILITATED, AND PROCESSED BY THE CONTRACTOR. THE SWPPP AND AMENDMENTS SHALL BE KEPT ON SITE BY THE CONTRACTOR WHENEVER CONSTRUCTION ACTIVITY IS IN PROGRESS.

GENERAL SWPPP RESPONSIBILITIES

THE CONTRACTOR SHALL PROVIDE A KNOWLEDGEABLE AND EXPERIENCED PERSON(S) TO OVER SEE THE IMPLEMENTATION OF THE SWPPP, AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF THE EROSION AND SEDIMENT CONTROL BMP'S BEFORE AND DURING CONSTRUCTION.

BOTH THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER TERMINATION AND/OR TRANSFER OF THE PERMIT.

THE OWNER WILL BE RESPONSIBLE OR WILL OTHERWISE IDENTIFY WHO WILL BE RESPONSIBLE FOR THE LONG TERM OPERATION AND MAINTENANCE OF THE PERMANENT STORM WATER MANAGEMENT SYSTEM(S)

TRAINING REQUIREMENTS

PREPARER/DESIGNER OF THE SWPPP: EMILY R. MAJOR
EMPLOYER: SEH INC.
TRAINING OBTAINED: U OF M DESIGN OF SWPPP TRAINING – FEBRUARY, 2013

THE CONTRACTOR (OPERATOR) SHALL PROVIDE AT LEAST ONE TRAINED PERSON TO OVERSEE THE IMPLEMENTATION OF THE SWPPP AND TO INSTALL, INSPECT, MAINTAIN AND REPAIR BMP'S.

TRAINING MUST BE IN CONFORMANCE WITH THE NPDES CONSTRUCTION PERMIT REQUIREMENTS. TRAINING DOCUMENTATION MUST KEPT ON-SITE WITH THE SWPPP AND THE TRAINED PERSON MUST BE AVAILABLE ON-SITE WITHIN 72 HOURS.

RELATED REVIEWS AND PERMITS:

THERE WERE NO ENVIRONMENTAL, ARCHEOLOGICAL, LOCAL, STATE, AND/OR FEDERAL REVIEWS/PERMIT COMPLETED FOR THIS PROJECT.

THE SWPPP INCLUDES PROJECT PLAN SHEETS, WHICH INCLUDES BUT IS NOT LIMITED TO: GENERAL SWPPP NOTES AND SHEETS, GRADING AND CONTOUR SHEETS, EROSION AND SEDIMENT CONTROL SHEETS, TURF ESTABLISHMENT SHEETS, DETAIL SHEETS, AND STORM SEWER PROFILE SHEETS.

THE SWPPP INCLUDES THE PROJECT CONSTRUCTION COST ESTIMATE.

INSPECTION AND MAINTENANCE

ALL INSPECTIONS, MAINTENANCE, REPAIRS, REPLACEMENTS, AND REMOVAL ARE TO BE CONSIDERED INCIDENTAL TO THE BMP BID ITEMS.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLETING REQUIRED INSPECTIONS, MAINTENANCE AND OBSERVATION OF WEATHER CONDITIONS, AND RAINFALL AMOUNTS TO ENSURE COMPLIANCE WITH THE PERMIT REQUIREMENTS.

THE CONTRACTOR SHALL OBSERVE THE CONSTRUCTION SITE ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.

THE CONTRACTOR SHALL KEEP A SUMMARY MAINTENANCE/CONSTRUCTION OBSERVATION REPORT TO BE RECORDED AFTER EACH SITE VISIT/OBSERVATION. RECORDS SHALL INCLUDE THE FOLLOWING:
1.DATE AND TIME OF INSPECTIONS;
2.NAME OF PERSON CONDUCTING INSPECTION;
3.FINDINGS AND RECOMMENDATIONS FOR CORRECTIVE ACTIONS IF NECESSARY;
4.CORRECTIVE ACTIONS TAKEN;
5.DATE AND AMOUNT OF RAINFALLS GREATER THAN 0.5 INCHES IN 24 HOURS;
6.MENTION OF ANY CHANGES MADE TO THE SWPPP.
7.A SITE MAP INDICATING ACTIVE CONSTRUCTION AREAS AND LAND DISTURBING ACTIVITIES.

THE CONTRACTOR SHALL SUBMIT A COPY OF THE WRITTEN INSPECTIONS MONTHLY TO THE ENGINEER.

THE CONTRACTOR MUST KEEP THE SWPPP, ALL INSPECTION REPORTS, AND AMENDMENTS ONSITE. THE CONTRACTOR SHALL DESIGNATE A SPECIFIC LOCATION TO KEEP THE RECORDS WHENEVER CONSTRUCTION ACTIVITY IS IN PROGRESS.

ALL EROSION PREVENTION AND SEDIMENTATION CONTROL BMP'S MUST BE INSPECTED TO ENSURE INTEGRITY AND EFFECTIVENESS. ALL NONFUNCTIONAL BMP'S MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMP'S. THE CONTRACTOR MUST INVESTIGATE AND COMPLY WITH THE FOLLOWING INSPECTION AND MAINTENANCE REQUIREMENTS:

ALL SEDIMENT BARRIERS, INCLUDING SILT FENCE MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/3 OF THE FENCE HEIGHT. THESE REPAIRS SHALL BE MADE WITHIN 24 HOURS OF DISCOVERY.

TEMPORARY AND PERMANENT SEDIMENT BASINS MUST BE DRAINED AND THE SEDIMENT REMOVED WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES THE STORAGE VOLUME. DRAINAGE AND REMOVAL MUST BE COMPLETED WITHIN 72 HOURS OF DISCOVERY.

SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. THE CONTRACTOR SHALL REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS. THE CONTRACTOR SHALL RESTABLIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN 7 DAYS OF DISCOVERY, UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL CONSTRAINTS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.

CONSTRUCTION SITE VEHICLE EXIT LOCATIONS SHALL BE INSPECTED DAILY FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING ONTO PAVED SURFACES. TRACKED SEDIMENT MUST BE REMOVED FROM ALL PAVED SURFACES WITHIN 24 HOURS OF DISCOVERY.

THE CONTRACTOR IS RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY BMP'S, AS WELL AS EROSION AND SEDIMENT CONTROL BMP'S, FOR THE DURATION OF THE CONSTRUCTION WORK AT THE SITE.

IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS.

ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITIES IS REACHING THE INFILTRATION AREAS AND THESE AREAS ARE PROTECTED FROM COMPACTION DUE TO CONSTRUCTION EQUIPMENT DRIVING ACROSS THE INFILTRATION AREA.

POLLUTION PREVENTION MANAGEMENT MEASURES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL POLLUTION PREVENTION MANAGEMENT MEASURES. THE CONTRACTOR IS RESPONSIBLE FOR INFORMING ALL VISITORS AND/OR PERSONNEL ON-SITE OF THE POLLUTION PREVENTION MANAGEMENT MEASURES. ALL POLLUTION PREVENTION MANAGEMENT MEASURES ARE TO BE CONSIDERED INCIDENTAL TO THE MOBILIZATION BID ITEM, UNLESS OTHERWISE NOTED. POLLUTION PREVENTION MANAGEMENT MEASURES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER DISPOSAL, IN COMPLIANCE WITH MPCA DISPOSAL REQUIREMENTS, OF ALL SOLID WASTE AND HAZARDOUS MATERIALS ON-SITE.

CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON-SITE, UNLESS DONE IN AN ENGINEERED LEAK-PROOF CONTAINMENT SYSTEM. THE ENGINEERED SYSTEM PROVIDED BY THE CONTRACTOR MUST INCLUDE SITE DRAWINGS FOR THE PROJECT FILE AND WRITTEN ASSURANCE THAT THE SYSTEM WILL WORK AS DESIGNED AND LEAVE NO DISCHARGE OF CONCRETE OR CONCRETE RESIDUE POTENTIAL TO WATERS OF THE STATE DURING A MINIMUM OF A 100-YEAR STORM EVENT. ANY LIQUID AND SOLID WASTE MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT SYSTEM TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES. THE CONCRETE WASHOUT CONTAINMENT SYSTEM AND ALL RELATED ITEMS SHALL BE CONSIDERED INCIDENTAL TO THE MOBILIZATION BID ITEM.

ALL NON-HAZARDOUS WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER OR OTHER APPROVED CONTAINMENT METHOD AT THE END OF EACH DAY. ANY ALTERNATIVE TO A METAL DUMPSTER MUST BE SUBMITTED IN WRITING FOR APPROVAL BY THE PROJECT ENGINEER. THE DUMPSTER SHALL BE EMPTIED AS NECESSARY TO FUNCTION AS INTENDED FOR DEBRIS COLLECTION. NO CONSTRUCTION GARBAGE OR WASTE MATERIAL SHALL BE BURIED ON-SITE.

A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR SHALL COLLECT ALL SANITARY WASTE FROM THE PORTABLE UNITS AT A RATE NECESSARY TO MAINTAIN DESIGNED FUNCTION.

ALL VEHICLES ON-SITE SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTION MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE.

FERTILIZERS SHALL BE STORED IN A COVERED SHELTER. PARTIALLY USED BAGS SHALL BE TRANSFERRED TO A SEALABLE BIN TO REDUCE THE CHANCE OF SPILLAGE.

PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED.

SPILL KITS SHALL BE INCLUDED WITH ALL FUELING SOURCES AND MAINTENANCE ACTIVITIES. SECONDARY CONTAINMENT MEASURES SHALL BE INSTALLED AND MAINTAINED BY THE OPERATOR.

ANY ASPHALT SUBSTANCES USED ON-SITE SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

ALL PAINT CONTAINERS AND CURING COMPOUNDS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT AND/OR CURING COMPOUNDS SHALL NOT BE DISCHARGED INTO THE STORM SEWER SYSTEM AND SHALL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURE'S INSTRUCTION.

MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEAN-UP SHALL BE KEPT IN AN ENCLOSED TRAILER OR SHED ON-SITE. EQUIPMENT SHALL BE INCLUDE, BUT NOT LIMITED TO, BROOMS, MOPS, DUST PANS, RAGS, GLOVES, GOGGLES, ABSORBENT (KITTY LITTER), OIL ABSORBENT BOOMS AND DIAPERS, AND BUCKETS.

ALL SPILLS SHALL BE CONTAINED AND CLEANED UP IMMEDIATELY UPON DISCOVERY. SPILLS LARGE ENOUGH TO REACH THE STORM WATER CONVEYANCE SYSTEM SHALL BE REPORTED TO THE MINNESOTA DUTY OFFICER AT 1.800.422.0798,

EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES AND ENGINE DEGREASING ARE PROHIBITED AT THE CONSTRUCTION SITE.

IMPLEMENTATION SEQUENCE:

THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING SEQUENCE. THE ENGINEER MAY APPROVE ADJUSTMENTS TO THE SEQUENCE IF NEEDED.

1. INSTALL ROCK CONSTRUCTION ENTRANCE(S)
2. INSTALL PERIMETER CONTROL AND STABILIZE DOWN GRADIENT BOUNDARIES
3. CLEAR AND GRUB STORM WATER POND AREAS
4. CLEAR AND GRUB SITE
5. COMPLETE SITE GRADING
6. INSTALL UTILITIES, STORM SEWER, INLET PROTECTION, CURB & GUTTER, AND PAVING.
7. AFTER CONSTRUCTION IS COMPLETED AND THE SITE IS STABILIZED REMOVE ACCUMULATED SEDIMENT, REMOVE BMP'S, AND RE-SEED ANY AREAS DISTURBED BY THEIR REMOVAL.

DRAWN BY: DLP
DESIGNER: DLP
CHECKED BY: MUR
Mesabi Metals Long Term Pipeline Lease

DESIGN TEAM

NO. BY DATE

REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew J. Reid
Page 36 of 83
Date: 03/04/15
Lic. No. 44988



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SWPPP

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S.P. 3116-139 (TH169)

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PROJECT SPECIFIC INFORMATION

TOTAL PROJECT AREA: 1.68 ACRES
TOTAL LAND AREA TO BE DISTURBED: 1.52 ACRES
PRE-CONSTRUCTION IMPERVIOUS AREA: 0.14 ACRES
POST-CONSTRUCTION IMPERVIOUS AREA: 0.14 ACRES
IMPERVIOUS AREA ADDED: 0.0 ACRES

RECEIVING WATERS WITHIN 1 MILE FROM PROJECT BOUNDARIES:

NAME OF WATER BODY	TYPE	SPECIAL OR IMPAIRED WATER
PICKEREL CREEK	CREEK	N/A

IMPAIRED AND/OR SPECIAL WATER(S) INFORMATION:

IMPAIRED RECEIVING WATER: N/A
IMPAIRMENT:
TMDL:
REQUIRED TMDL ACTIONS:
REQUIRED ADDITIONAL BMPs:

THE PROJECT IS NOT LOCATED IN A KARST AREA.
THE PROJECT DOES NOT DISCHARGE TO A CALCAREOUS FEN.

SITE SOIL INFORMATION:

SOIL INFORMATION PROVIDED IS OBTAINED FROM THE USGS SOIL SURVEY INFORMATION AND IS FOR NPDES PERMIT INFORMATION ONLY. THE OPERATOR SHALL NOT RELY ON THIS SOIL INFORMATION

SOIL NAME	HYDROLOGIC SOIL CLASSIFICATION
UDORTHENTS	A

PROPOSED STORM WATER TREATMENT SUMMARY:

BECAUSE THERE IS LESS THAN ONE (1) ACRE OF NEW IMPERVIOUS BEING CREATED A PERMANENT STORM WATER MANAGEMENT SYSTEM IS NOT REQUIRED.

EROSION PREVENTION MEASURES AND TIMING

THE CONTRACTOR IS RESPONSIBLE FOR ALL EROSION PREVENTION MEASURES FOR THE PROJECT. EROSION PREVENTION MEASURES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

THE CONTRACTOR SHALL PLAN AND IMPLEMENT APPROPRIATE CONSTRUCTION PRACTICES AND CONSTRUCTION PHASING TO MINIMIZE EROSION AND RETAIN VEGETATION WHENEVER POSSIBLE.

ALL AREAS NOT TO BE DISTURBED SHALL BE DELINEATED WITH FLAGS, STAKES, SIGNS, OR OTHER MEANS NECESSARY TO PROTECT THESE AREAS BEFORE CONSTRUCTION BEGINS ON THE SITE.

ALL DRAINAGE DITCHES AND/OR SWALES SHALL HAVE TEMPORARY OR PERMANENT STABILIZATION WITHIN 24 HOURS OF CONNECTING TO A SURFACE WATER OR 24 HOURS AFTER CONSTRUCTION ACTIVITY IN THE DITCH/SWALE HAS TEMPORARILY OR PERMANENTLY CEASED.

ALL PIPE OUTLETS SHALL HAVE TEMPORARY OR PERMANENT ENERGY DISSIPATION WITH 24 HOURS OF CONNECTING TO A SURFACE WATER.

ALL EXPOSED SOILS SHALL BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION. IN NO CASE SHALL UN-WORKED AREAS, INCLUDING STOCK PILES, HAVE EXPOSED SOILS FOR MORE THAN 7 DAYS WITHOUT PROVIDING TEMPORARY OR PERMANENT STABILIZATION.

SEDIMENT CONTROL MEASURES AND TIMING

THE CONTRACTOR IS RESPONSIBLE FOR ALL SEDIMENT CONTROL MEASURES FOR THE PROJECT. SEDIMENT CONTROL MEASURES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

SEDIMENT CONTROL MEASURES SHALL BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UPGRADIENT LAND DISTURBING ACTIVITIES BEGIN. THESE MEASURES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.

ON SLOPES WITH 3:1 OR STEEPER GRADES, THERE SHALL BE NO UNBROKEN SLOPE LENGTH GREATER THAN 75 FEET.

ALL STORM DRAIN INLETS AND CULVERT INLETS SHALL BE PROTECTED BY AN APPROPRIATE BMP DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAS BEEN STABILIZED. INLET AND CULVERT PROTECTION SHALL CONFORM TO THE 2005 MNDOT SPECIFICATIONS 2573 AND 3691.

STOCK PILES SHALL BE PROVIDED WITH AN EFFECTIVE SEDIMENT PERIMETER CONTROL AND SHALL NOT BE PLACED IN ANY TYPE OF SURFACE WATER.

VEHICLE TRACKING SHALL BE MINIMIZED WITH EFFECTIVE BMPs. WHERE THE BMPs FAIL TO PREVENT SEDIMENT FROM TRACKING ONTO STREETS THE CONTRACTOR SHALL CONDUCT STREET SWEEPING TO REMOVE ALL TRACKED SEDIMENT.

TEMPORARY SEDIMENT BASINS

THE CONTRACTOR SHALL INSTALL TEMPORARY SEDIMENT BASIN AS INDICATED IN THE PLANS OR AS REQUIRED BY THE NPDES CONSTRUCTION PERMIT.

TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED AND MADE OPERATIONAL CONCURRENT WITH THE START OF SOIL DISTURBANCE THAT IS UPGRADIENT AND CONTRIBUTES RUNOFF TO THE AREA

TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED TO PREVENT SHORT-CIRCUITING OF STORM WATER TREATMENT AND PREVENT DISCHARGE OF FLOATING DEBRIS.

TEMPORARY SEDIMENT BASINS SHALL BE PROVIDED WITH ENERGY DISSIPATION TO PREVENT SOIL EROSION.

DEWATERING AND BASIN DRAINING ACTIVITIES

THE CONTRACTOR IS RESPONSIBLE FOR ADHERING TO ALL DEWATERING AND SURFACE DRAINAGE REGULATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

WHENEVER POSSIBLE WATER FROM DEWATERING ACTIVITIES SHALL DISCHARGE TO A TEMPORARY AND/OR PERMANENT SEDIMENT BASIN.

IF WATER CANNOT BE DISCHARGED TO A SEDIMENTATION BASIN, IT SHALL BE TREATED WITH THE OTHER APPROPRIATE BMPs, TO EFFECTIVELY REMOVE SEDIMENT.

ALL DISCHARGE POINTS SHALL BE PROTECTED FROM EROSION AND SCOUR.

DISCHARGE WATER SHALL BE DISPERSED OVER AN EFFECTIVE ENERGY DISSIPATION MEASURE.

ALL WATER FROM DEWATERING SHALL BE DISCHARGED IN A MANNER THAN DOES NOT CAUSE NUISANCE CONDITIONS, EROSION, OR INUNDATION OF WETLANDS.

FINAL STABILIZATION

THE CONTRACTOR IS RESPONSIBLE FOR ENSUING FINAL STABILIZATION OF THE SITE. FINAL STABILIZATION INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

ALL SOIL DISTURBING ACTIVITIES HAVE BEEN COMPLETED.

ALL EXPOSED SOILS HAVE BEEN UNIFORMLY STABILIZED WITH AT LEAST 70% VEGETATION COVERAGE.

ALL DRAINAGE DITCHES, PONDS AND ALL STORM WATER CONVEYANCE SYSTEMS HAVE BEEN CLEARED OF SEDIMENT AND STABILIZED TO PRECLUDE EROSION.

ALL TEMPORARY BMPs HAVE BEEN REMOVED AND PROPERLY DISPOSED OF.

FINAL STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH MNDOT 2005 SPECIFICATION 2575.

DRAWN BY: DLP					
DESIGN BY: DLP					
CHECKED BY: MJR					
DESIGN TEAM	NO.	BY	DATE	REVISIONS	

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Date: 03/04/15
MATTHEW J. REID, P.E.
Lic. No. 44988

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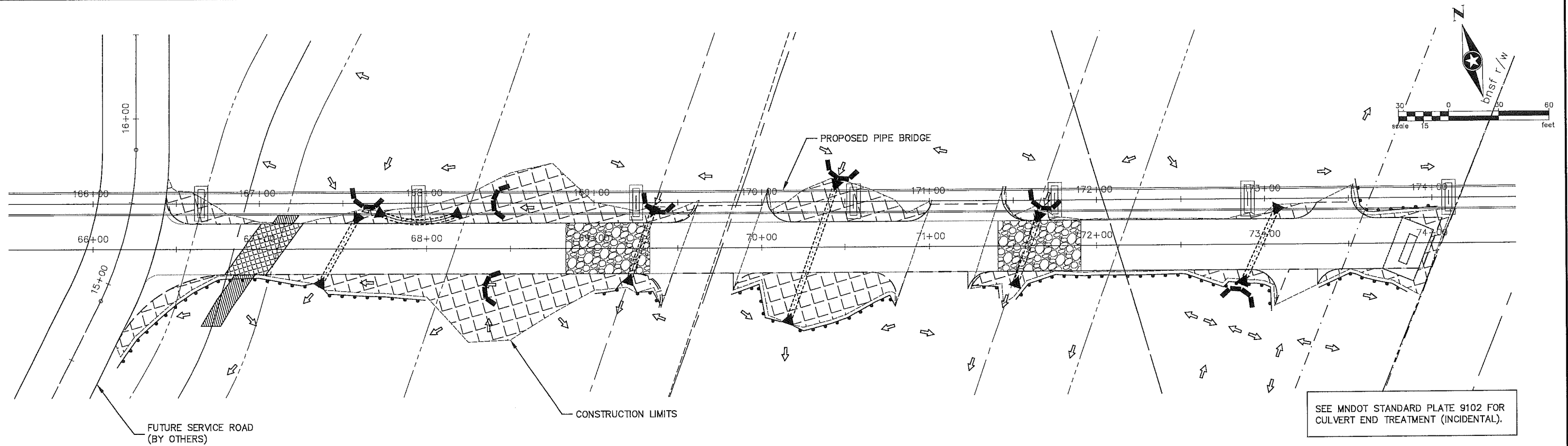
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SWPPP

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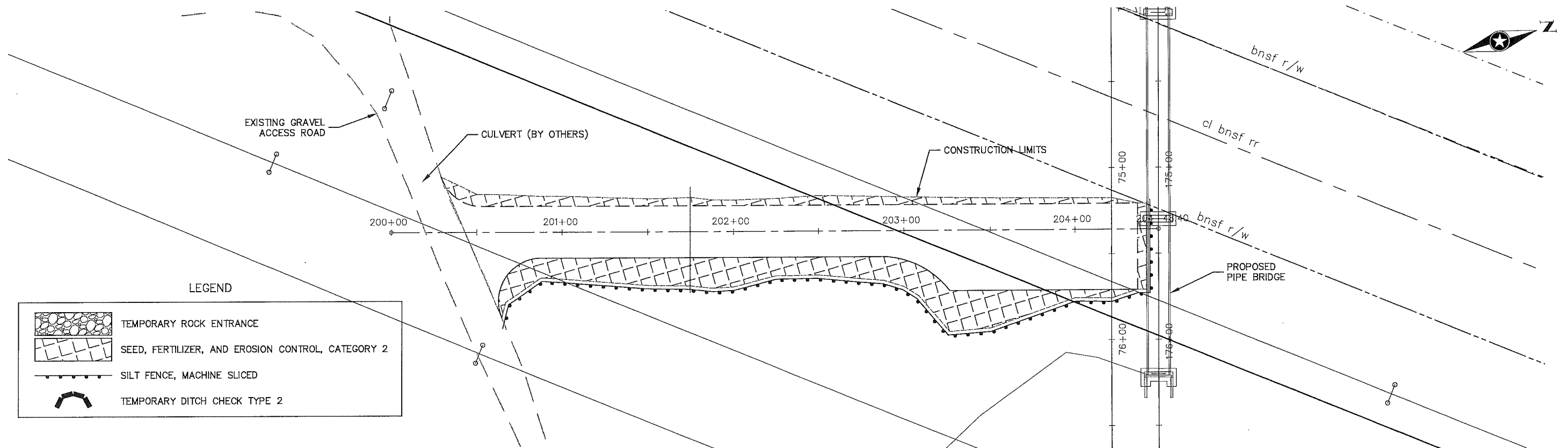
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S.P. 3116-139 (TH169)



PIPE BRIDGE SERVICE ROAD

S.P. 3116-139 (TH169)



EAST ACCESS ROAD

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Page 28 of 83

Date: 03/04/15

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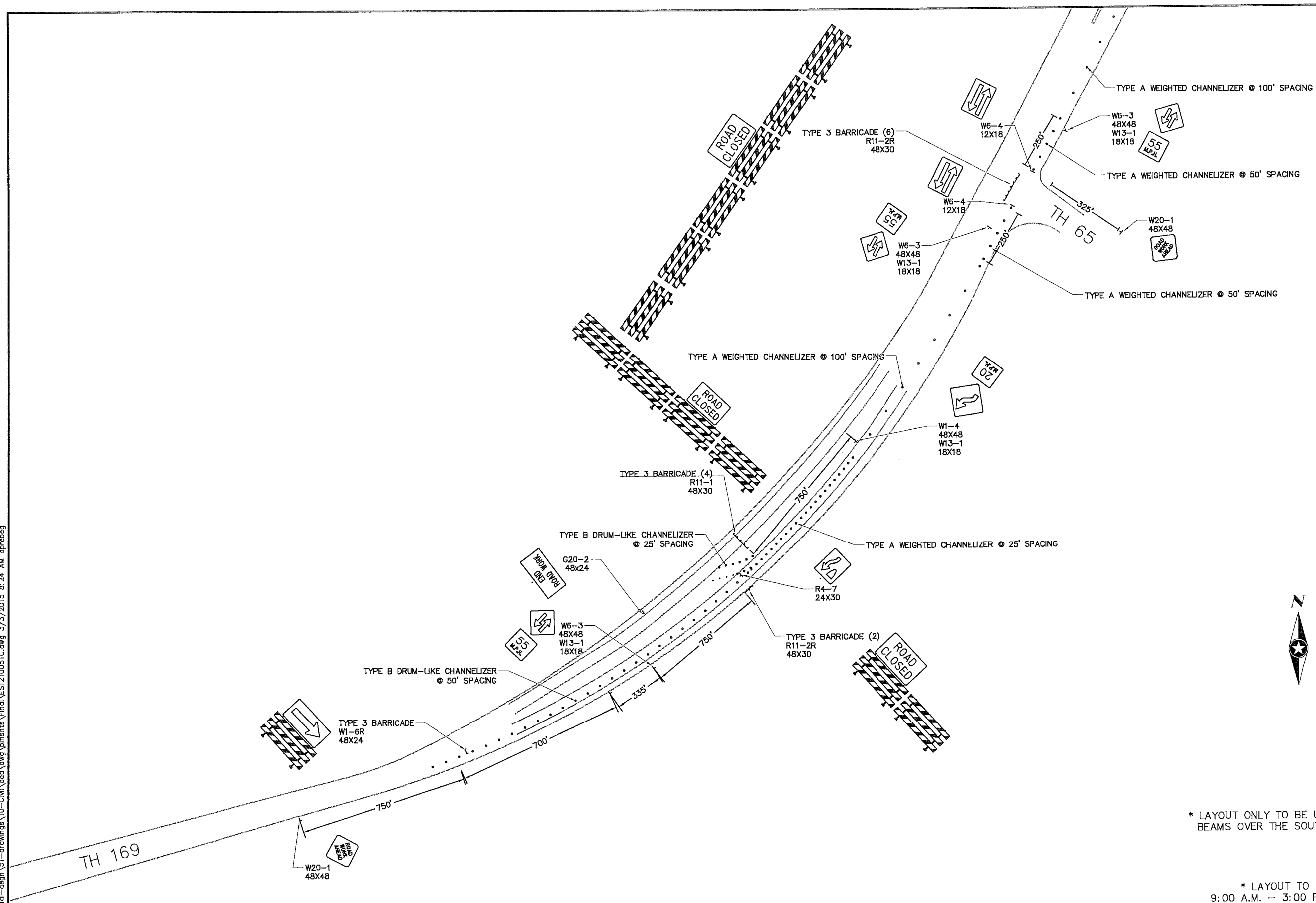
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EROSION CONTROL

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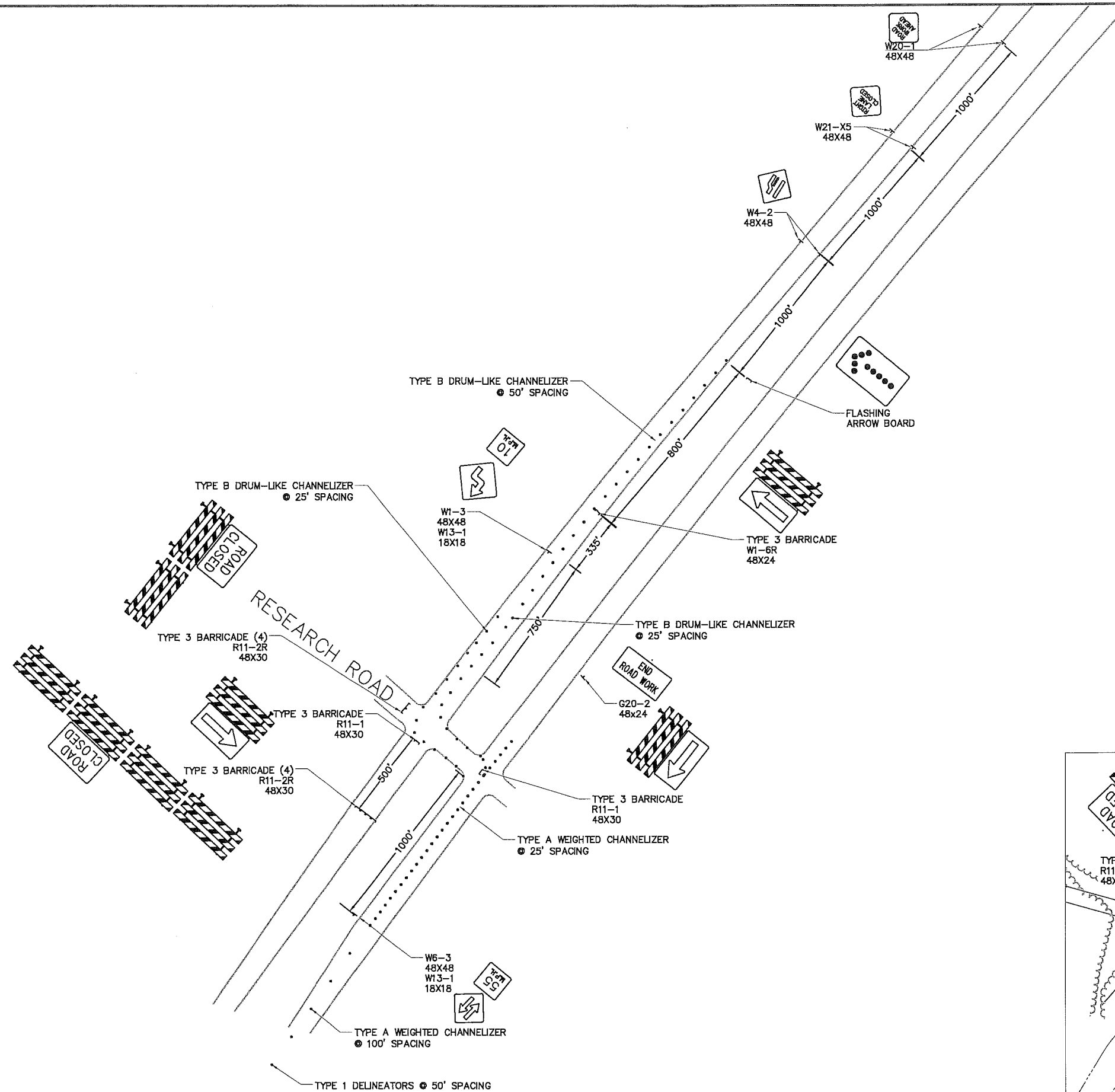


* LAYOUT ONLY TO BE USED FOR SETTING BEAMS OVER THE SOUTHBOUND LANES.

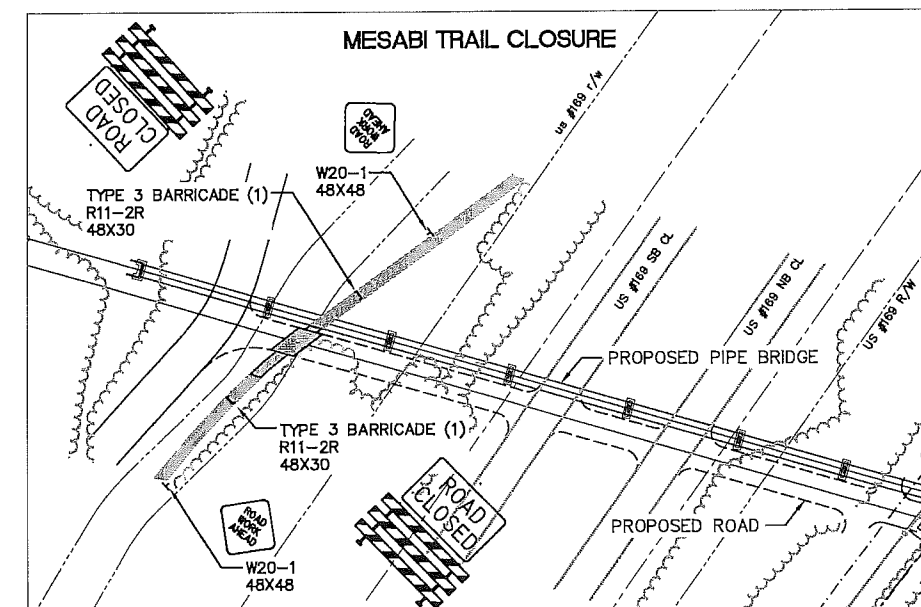
* LAYOUT TO BE USED
9:00 A.M. — 3:00 P.M. MON.—FRI.
OR
DAYLIGHT HOURS ON SAT. AND SUN.

S.P. 3116-139 (TH169)									
DRAWN BY: ANK									
DESIGN: ANK									
CHECKED BY: MJR									
DESIGN TEAM	NO.	BY	DATE	REVISIONS					
Essabi-Metallum Long Term Pipeline Lease					I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  Date: 03/04/15				
					 PHONE: 218.741.4284 615 9TH ST. N. VIRGINIA, MN 55792-3761 www.sehinc.com				
					ESSAR STEEL MINNESOTA LTD. TRAFFIC CONTROL PLAN SOUTH BOUND CLOSURE SHEET 1 OF 2				
					FILE NO. ESSAR 121005				
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FLAGGERS SHALL BE LOCATED AT THE RESEARCH ROAD CROSSOVER TO GUIDE TRAFFIC



S.P. 3116-139 (TH169)

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DESIGNER:	ANK		
CHECKED BY:	ANK		
DESIGN TEAM	NO.	BY	DATE

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DATE: 03/04/15

Lic. No. 44988

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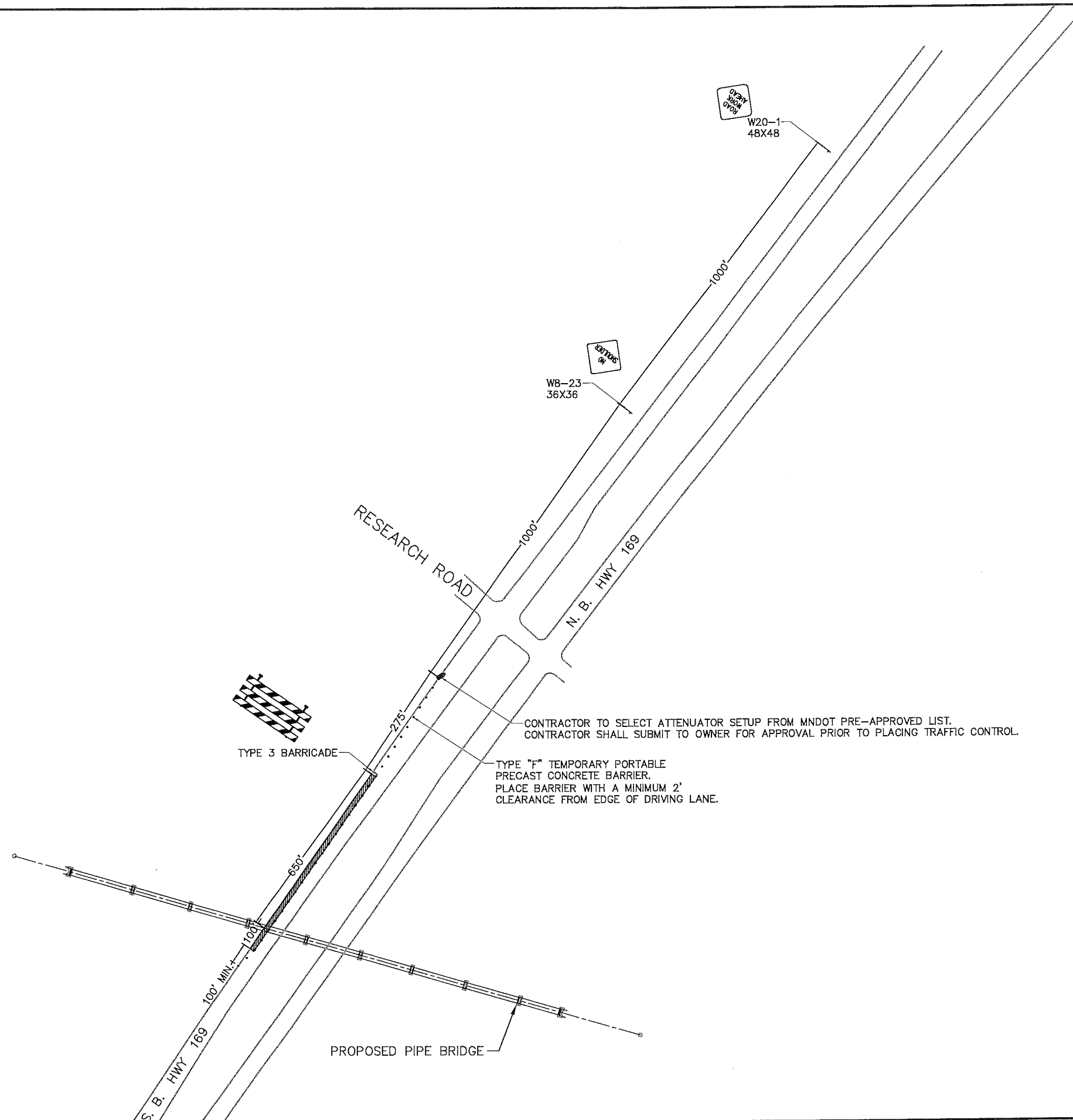
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TRAFFIC CONTROL PLAN
SOUTH BOUND CLOSURE
SHEET 2 OF 2

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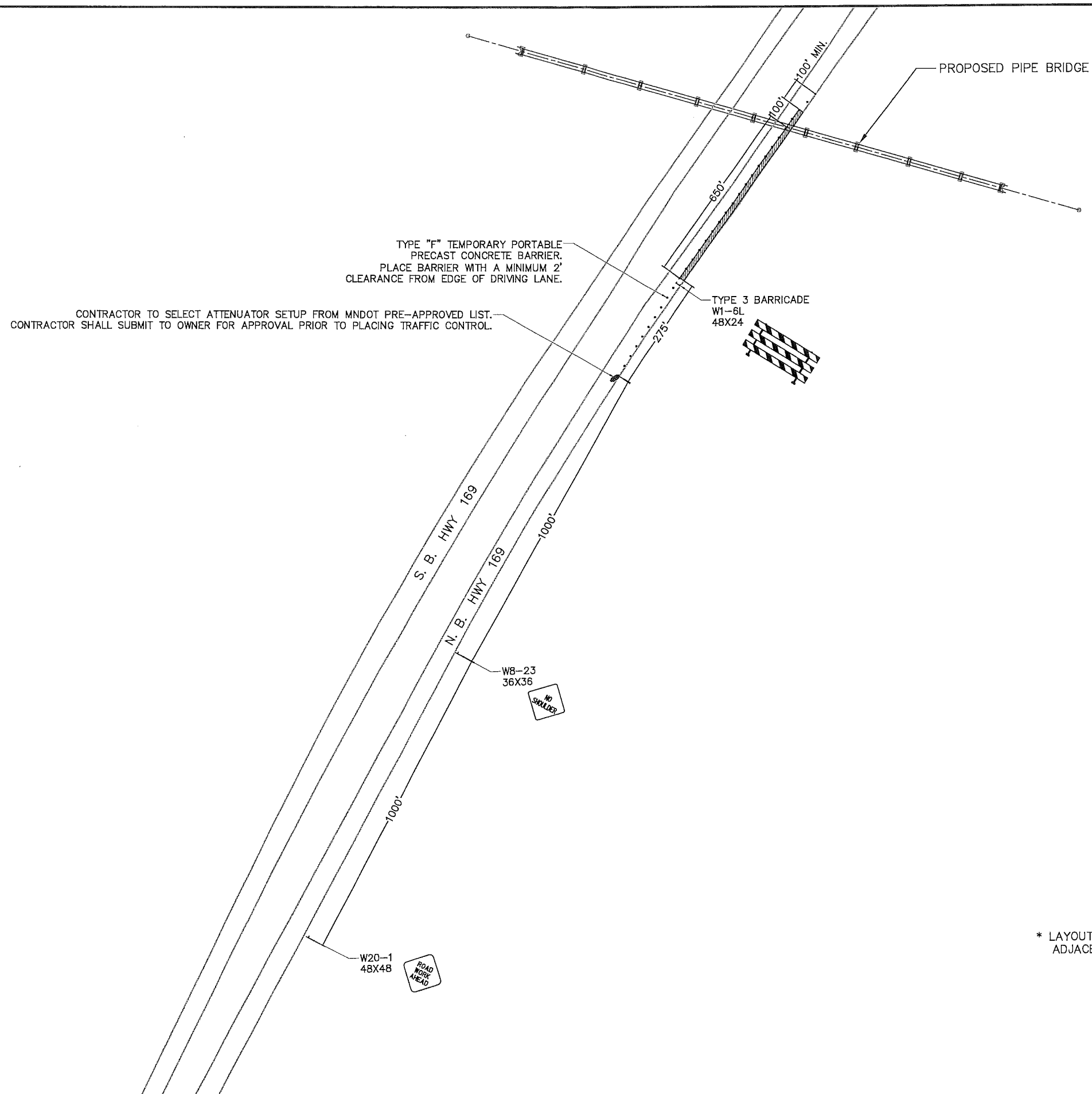
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* LAYOUT ONLY TO BE USED FOR CONSTRUCTING BRIDGE PIER
ADJACENT TO RIGHT SHOULDER OF SOUTHBOUND HWY 169

S.P. 3116-139 (TH169)			
DRAWN BY: ANK			
DESIGNER: ANK			
CHECKED BY: MUR			
Mesabi Metals Long Term Pipeline Lease			
DESIGN TEAM	NO.	BY	DATE
REVISIONS			
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.			
Date: 03/04/15 Lic. No. 44988			
SEH			
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TRAFFIC CONTROL PLAN SOUTH BOUND RIGHT SHOULDER CLOSURE			
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* LAYOUT ONLY TO BE USED FOR CONSTRUCTING BRIDGE PIER ADJACENT TO RIGHT SHOULDER OF NORTHBOUND HWY 169

S.P. 3116-139 (TH169)

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DESIGNER:	ANK			
CHECKED BY:	ANK			
DESIGN TEAM	NO.	BY	DATE	

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NORTH BOUND
RIGHT SHOULDER CLOSURE

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CONTRACTOR TO SELECT ATTENUATOR SETUP FROM MNDOT PRE-APPROVED LIST. CONTRACTOR SHALL SUBMIT TO OWNER FOR APPROVAL PRIOR TO PLACING TRAFFIC CONTROL.

TYPE "F" TEMPORARY PORTABLE PRECAST CONCRETE BARRIER. PLACE BARRIER WITH A MINIMUM 2' CLEARANCE FROM EDGE OF DRIVING LANE.

TYPE 3 BARRICADE

PROPOSED PIPE BRIDGE



* LAYOUT ONLY TO BE USED FOR CONSTRUCTING BRIDGE PIER ADJACENT TO LEFT SHOULDER OF SOUTHBOUND HWY 169

S.P. 3116-139 (TH169)

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DESIGNER: ANK
CHECKED BY: MUR

Mesabi Metals Long Term Pipeline Lease

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Matthew J. Reid, P.E.
45 of 83

Date: 03/04/15 Lic. No. 44988



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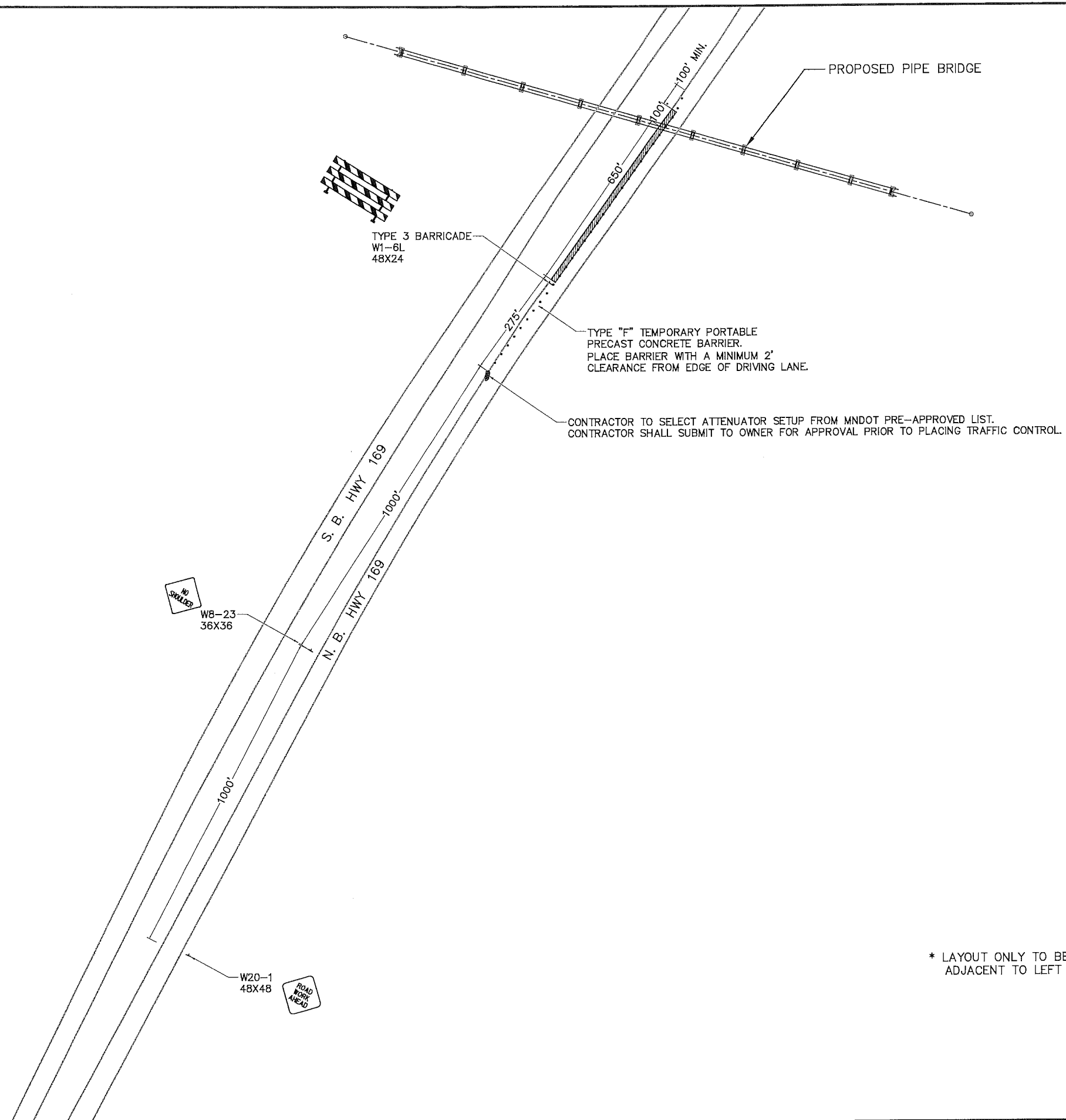
TRAFFIC CONTROL PLAN
SOUTH BOUND
LEFT SHOULDER CLOSURE

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Mesabi Metals Long Term Pipeline Lease

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Date: 03/04/15 Lic. No. 44988
MATTHEW J. REID, P.E.



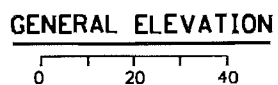
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TRAFFIC CONTROL PLAN
NORTH BOUND
LEFT SHOULDER CLOSURE

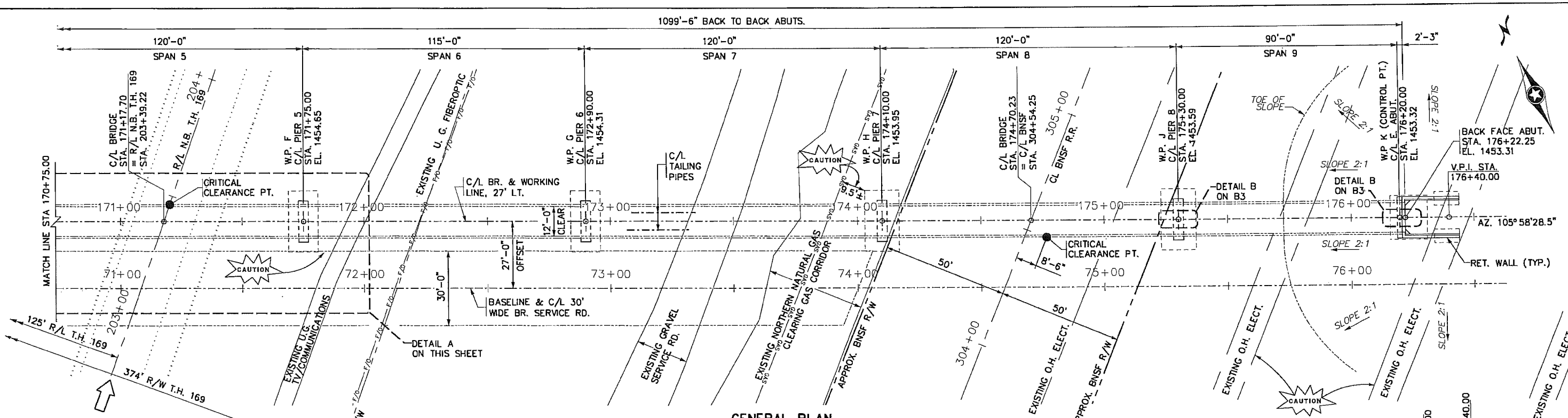
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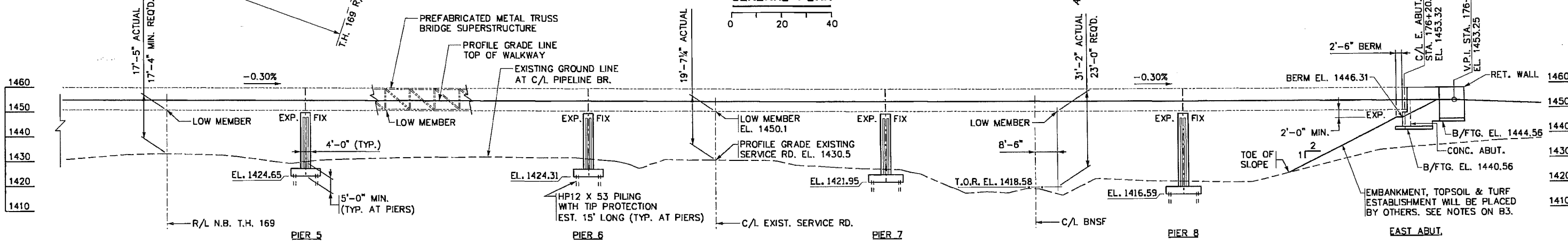


SHEET NO B1 OF B26 SHEETS

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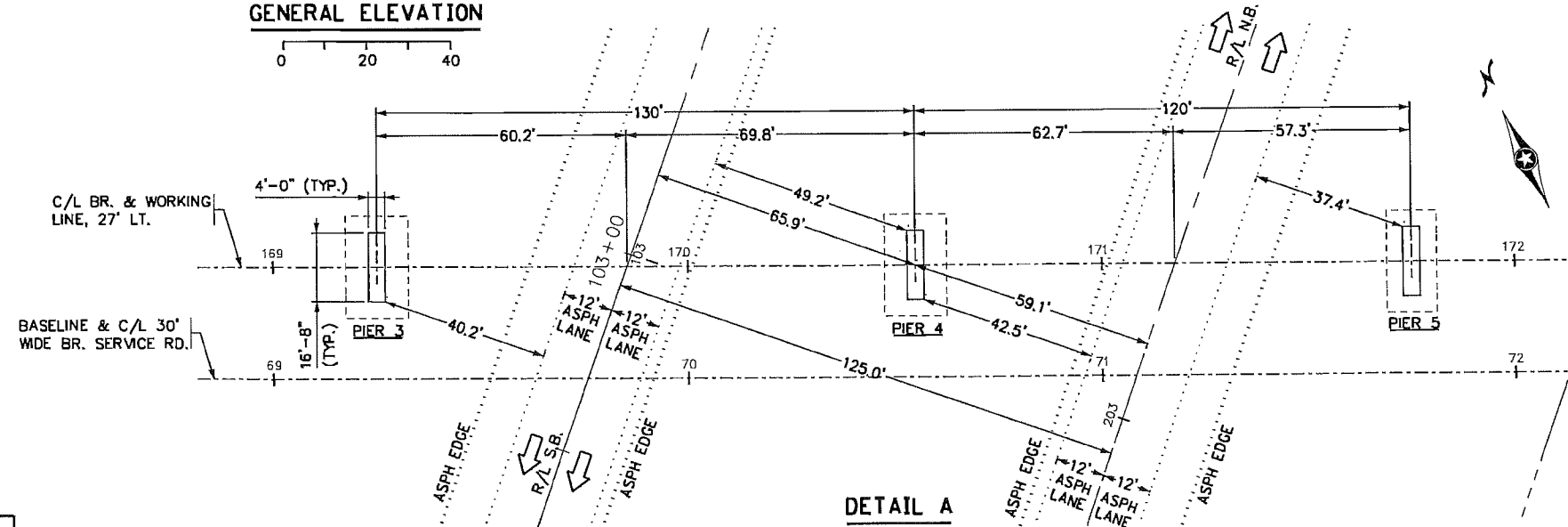


GENERAL PLAN



GENERAL ELEVATION

LEGEND
INDICATES WHERE UTILITIES ARE IN CLOSE PROXIMITY OF THE PROPOSED CONSTRUCTION. SEE NOTES ON B3.
WARNING: DIAL GOPHER STATE ONE CALL AT 1-800-252-1166 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS TO OBTAIN COMPLETE UTILITY PROPERTY OWNERSHIP AND LOCATION INFORMATION. NOTE: FIELD VERIFY ALL UTILITIES.



DETAIL A

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

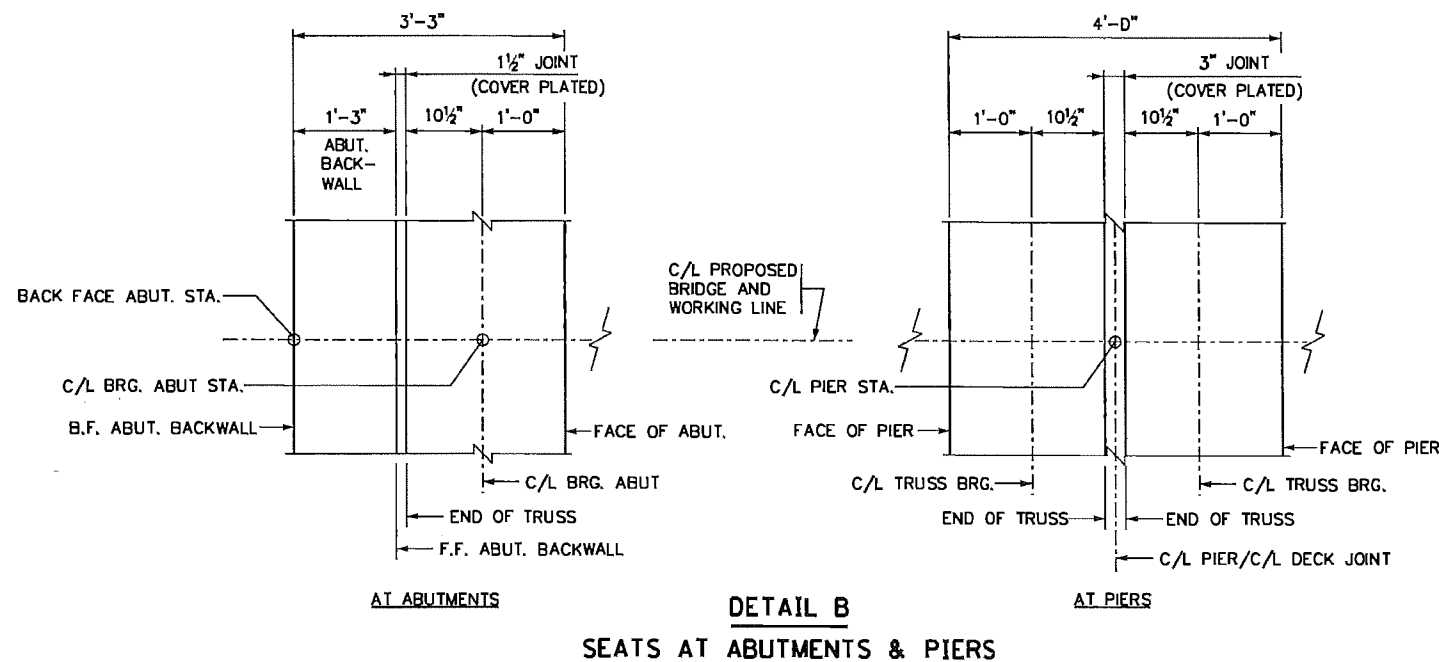
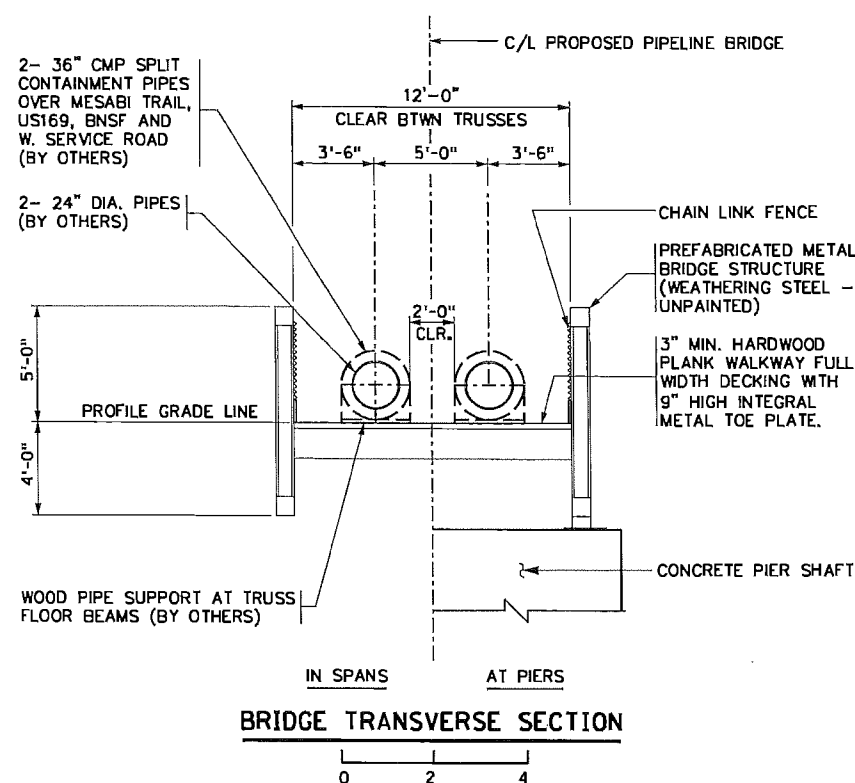
3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *Jeff A. Johnson* Date: 1/29/2015
Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE:
**GENERAL PLAN AND ELEVATION
CONTINUED**

S.P. NO. 3116-139
DES: JAJ DR: DLF
CHK: NCK CHK: NCK
APPROVED: *1/29/15*
SHEET NO B2 OF B26 SHEETS

BRIDGE NO
31008



SCHEDULE OF QUANTITIES FOR ENTIRE BRIDGE
BRIDGE NO. 31008

ITEM NO	ITEM	UNIT	QUANTITY
⑤ 2100.601	FURNISH PIPELINE BRIDGE (SUPERSTRUCTURE)	LUMP SUM	1
⑤ 2100.601	INSTALL PIPELINE BRIDGE (SUPERSTRUCTURE)	LUMP SUM	1
2021.501	MOBILIZATION	LUMP SUM	1
2401.501	STRUCTURAL CONCRETE (1A43)	CU. YD.	358 (P)
2401.501	STRUCTURAL CONCRETE (3Y43)	CU. YD.	597 (P)
2401.541	REINFORCEMENT BARS	POUND	36,610 (P)
2401.541	REINFORCEMENT BARS (EPOXY COATED)	POUND	126,370 (P)
2401.601	STRUCTURE EXCAVATION	LUMP SUM	1
2401.601	SLOPE PREPARATION	LUMP SUM	1
② ① 2401.521	STRUCTURAL STEEL (3306)	POUND	170
③ 2452.51	STEEL H-PILING DRIVEN 12"	LIN. FT.	600
③ 2452.508	STEEL H-PILING DELIVERED 12"	LIN. FT.	600
③ 2452.519	STEEL H-TEST PILE 20 FT LONG 12"	EACH	8
2452.602	PILE TIP PROTECTION 12"	EACH	48
④ 2452.603	PREBORE STEEL PILING	LIN. FT.	300
2502.502	DRAINAGE SYSTEM TYPE (B910)	LUMP SUM	1
⑥ 2502.604	2" INSULATION	SQ. YD.	100

- ① ANCHOR BOLTS, NUTS & WASHERS ONLY. (DRILL & ADHESIVE ANCHOR AFTER SETTING BRIDGE).
- ② SEE SPECIAL PROVISIONS.
- ③ HP12 X 53
- ④ OWNER WILL DETERMINE SUBSTRUCTURE LOCATION WHERE PREBORING WILL BE USED AFTER TEST PILE IS DRIVEN FOR EACH SUBSTRUCTURE UNIT, OR AT LOCATIONS NEAR UTILITIES AS DIRECTED BY OWNER.
- ⑤ BRIDGE SPECIFICATION BY OTHERS. SEE DESIGN CRITERIA ON SHEET B1 FOR GENERAL REQUIREMENTS.
- ⑥ INSULATION TO BE PLACED ON TOP AND OR SIDE OF FOOTINGS AS DIRECTED BY OWNER.

CONSTRUCTION NOTES

THE 2014 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2014 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

DRAWINGS ARE NOT TO BE SCALED.

THE FIRST DIGIT OR FIRST TWO DIGITS OF EACH BAR MARK INDICATE THE BAR SIZE. THE BAR SIZES SHOWN IN THIS PLAN ARE IN U.S. CUSTOMARY DESIGNATIONS.

BAR MARKED WITH THE SUFFIX "E" SHALL BE EPOXY COATED IN ACCORDANCE WITH SPEC. 3301.

CONSTRUCTION OF EACH ABUTMENT SHALL NOT BE STARTED UNTIL THE APPROACH FILL AT THAT ABUTMENT HAS BEEN CONSTRUCTED TO THE FULL HEIGHT AND CROSS SECTION AND THE OWNER HAS PROVIDED A WRITTEN NOTICE TO PROCEED WITH THE ABUTMENT CONSTRUCTION.

BRIDGE SEAT REINFORCEMENT SHALL BE CAREFULLY PLACED TO AVOID INTERFERENCE WITH DRILLING HOLES FOR ANCHOR RODS. THE BEAMS SHALL BE ERECTED IN FINAL POSITION PRIOR TO DRILLING HOLES FOR AND PLACING ANCHOR RODS.

ANY ADJUSTMENTS REQUIRED TO ACCOMMODATE ABUTMENTS AND PIERS SEAT RAISE OF 8" OR 8" LOWER WILL BE CONSIDERED INCIDENTAL. BAR STEEL QUANTITIES FOR THE ABUTMENTS AND PIERS ACCOMMODATE POTENTIAL 8" INCREASE OR DECREASE IN SEAT ELEVATIONS. CONCRETE QUANTITIES FOR THE ABUTMENTS AND PIERS ARE BASED ON THE PLAN ELEVATIONS.

THE MINIMUM VERTICAL CLEARANCES FOR ROADWAY AND RAILROAD SHALL BE MAINTAINED FOR ANY ADJUSTMENTS IN SEAT ELEVATIONS.

THE PILE LOADS SHOWN IN THE PLANS AND THE CORRESPONDING NOMINAL PILE BEARING RESISTANCE (R_n) WERE COMPUTED USING LRFD METHODOLOGY. PILE BEARING RESISTANCE DETERMINED IN THE FIELD SHALL INCORPORATE THE METHODS AND/OR FORMULAS DESCRIBED IN THE SPECIAL PROVISIONS.

PROVIDE BRIDGE PLAQUE WITH LOAD LIMITS AND BRIDGE NUMBER ON THE INSIDE FACE AT EACH END OF TRUSS.

TRUSS SHALL BE GROUNDED IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE.

HWY 169 TRAFFIC LANES AND BNSF RAILROAD TO REMAIN OPEN DURING CONSTRUCTION OF NEW BRIDGE.

HATCH AREA INCLUDE IN STRUCTURE EXCAVATION. SEE BRIDGE SURVEY PLAN AND PROFILE SHEET.

WARNING: DIAL GOPHER STATE ONE CALL AT 1-800-252-1166 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS TO OBTAIN COMPLETE UTILITY PROPERTY OWNERSHIP AND LOCATION INFORMATION. NOTE: FIELD VERIFY ALL UTILITIES.

POT HOLES REQUIRED FOR U.G. UTILITY LOCATION VERIFICATION. OWNER WILL PERFORM POT HOLEING AND IDENTIFY LOCATION FOR CONTRACTOR.

FOR IN PLACE UTILITIES SEE RDWY DRAWINGS.

EXISTING UTILITIES TO BE RELOCATED UNDER GRADING PORTION OF THE CONTRACT.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

SEE ROADWAY DRAWINGS FOR GRADING OF THE PIPELINE APPROACH, AND BACKFILLING REQUIREMENTS AT ABUTMENTS AND PIERS, TYP.

CONTRACTOR SHALL DRESS SLOPES AND PLACE FILTER MATERIALS AND RIPRAP IN APPROXIMATE AREAS AS DIRECTED BY THE ENGINEER.

APPROACH FILL AND ROUGH GRADING PROVIDED UNDER GRADING PORTION OF CONTRACT. RESTORATION OF SIDE SLOPES SHALL BE INCLUDED IN PRICE BID FOR STRUCTURE EXCAVATION. FORESLOPE SHALL BE PLACED AND COMPACTED IN SUBSTANTIAL CONFORMANCE WITH ITS FINAL SHAPE BEFORE ABUTMENT IS BACKFILLED.

EMBANKMENT WILL BE PLACED BY OTHERS. OWNERS WRITTEN APPROVAL IS REQUIRED BEFORE CONTRACTOR CAN PROCEED WITH ABUTMENT CONSTRUCTION.

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

SEH

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Printed Name: **JEFF A. JOHNSON** Date: **1/29/2015** Reg. No. **17280**

TITLE:

**BRIDGE QUANTITIES,
NOTES AND TYPICAL SECTION**

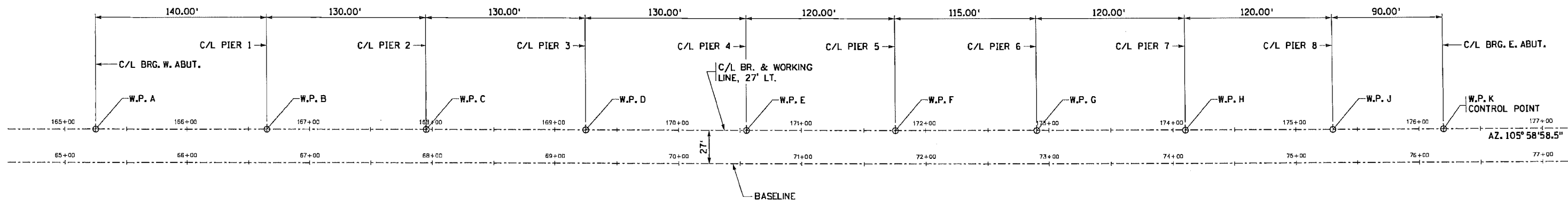
S.P. NO. 3116-139

DES: JAJ DR: DLF
CHK: NCK CHK: NCK

APPROVED:
1/29/15

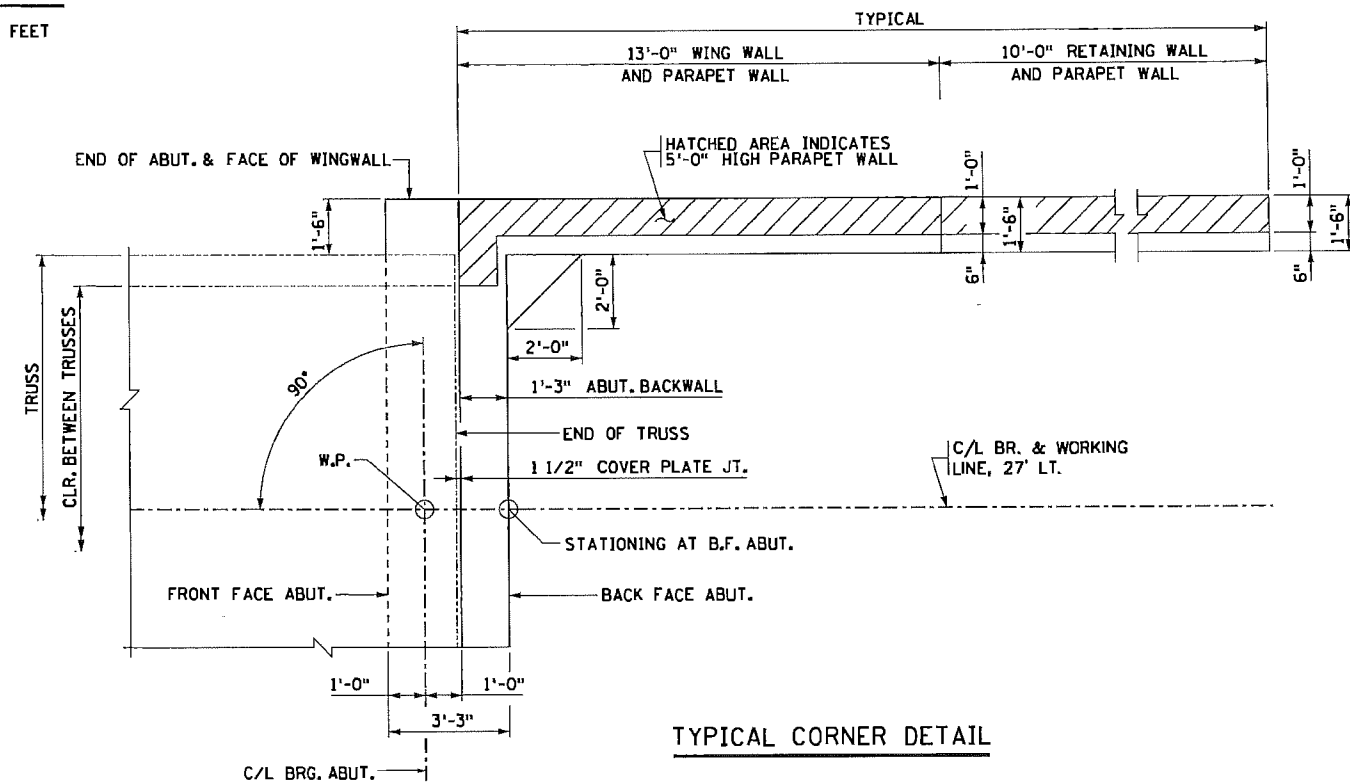
SHEET NO B3 OF B26 SHEETS

**BRIDGE NO
31008**



WORKING POINT LAYOUT

DIMENSIONS ARE SHOWN IN FEET

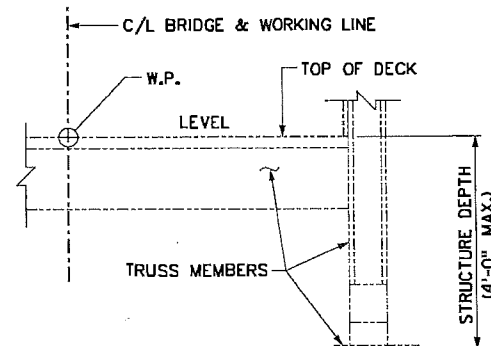


TYPICAL CORNER DETAIL

TOP OF DECK TO BRIDGE SEAT										
	W. ABUT.	PIER 1	PIER 2	PIER 3	PIER 4	PIER 5	PIER 6	PIER 7	PIER 8	E. ABUT.
STRUCTURE DEPTH (IN.)	48"	48"	48"	48"	48"	48"	48"	48"	48"	48"
BEARING (ASSUME) (IN.)	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"
TOTAL (IN.)	54"	54"	54"	54"	54"	54"	54"	54"	54"	54"
TOTAL (FT.)	4.50'	4.50'	4.50'	4.50'	4.50'	4.50'	4.50'	4.50'	4.50'	4.50'

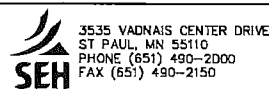
POINT	DIMENSIONS BETWEEN WORKING POINTS													ELEVATIONS			POINT
	STATION	X	Y	A	B	C	D	E	F	G	H	J	K	TOP OF DECK	TOP OF DECK TO BR SEAT	BRIDGE SEAT	
WP A	165+25.00	633,154.604	218,649.275		140.00	270.00	400.00	530.00	650.00	765.00	885.00	1005.00	1095.00	1456.60	4.50	1452.10	WP A
WP B	166+65.00	633,289.193	218,610.726			130.00	260.00	390.00	510.00	625.00	745.00	865.00	955.00	1456.18	4.50	1451.68	WP B
WP C	167+95.00	633,414.167	218,574.930				130.00	260.00	380.00	495.00	615.00	735.00	825.00	1455.79	4.50	1451.29	WP C
WP D	169+25.00	633,539.142	218,539.135					130.00	250.00	365.00	485.00	605.00	695.00	1455.40	4.50	1450.90	WP D
WP E	170+55.00	633,664.117	218,503.340						120.00	235.00	355.00	475.00	565.00	1455.01	4.50	1450.51	WP E
WP F	171+75.00	633,779.478	218,470.298							115.00	235.00	355.00	445.00	1454.65	4.50	1450.15	WP F
WP G	172+90.00	633,890.033	218,438.633								120.00	240.00	330.00	1454.31	4.50	1449.81	WP G
WP H	174+10.00	634,005.394	218,405.591									120.00	210.00	1453.95	4.50	1449.45	WP H
WP J	175+30.00	634,120.755	218,372.549										90.00	1453.59	4.50	1449.09	WP J
WP K	176+20.00	634,207.276	218,347.767											1453.32	4.50	1448.82	WP K

ALL DISTANCES ARE ALONG STRAIGHT LINES BETWEEN WORKING POINTS AND ARE GIVEN IN DECIMALS OF A FOOT.



WORKING POINT SCHEMATIC

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: *Jeff A. Johnson* Date: 1/28/2015
Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE:

BRIDGE LAYOUT

S.P. NO. 3116-139

DES: JAJ
CHK: NCK

DR: DLF

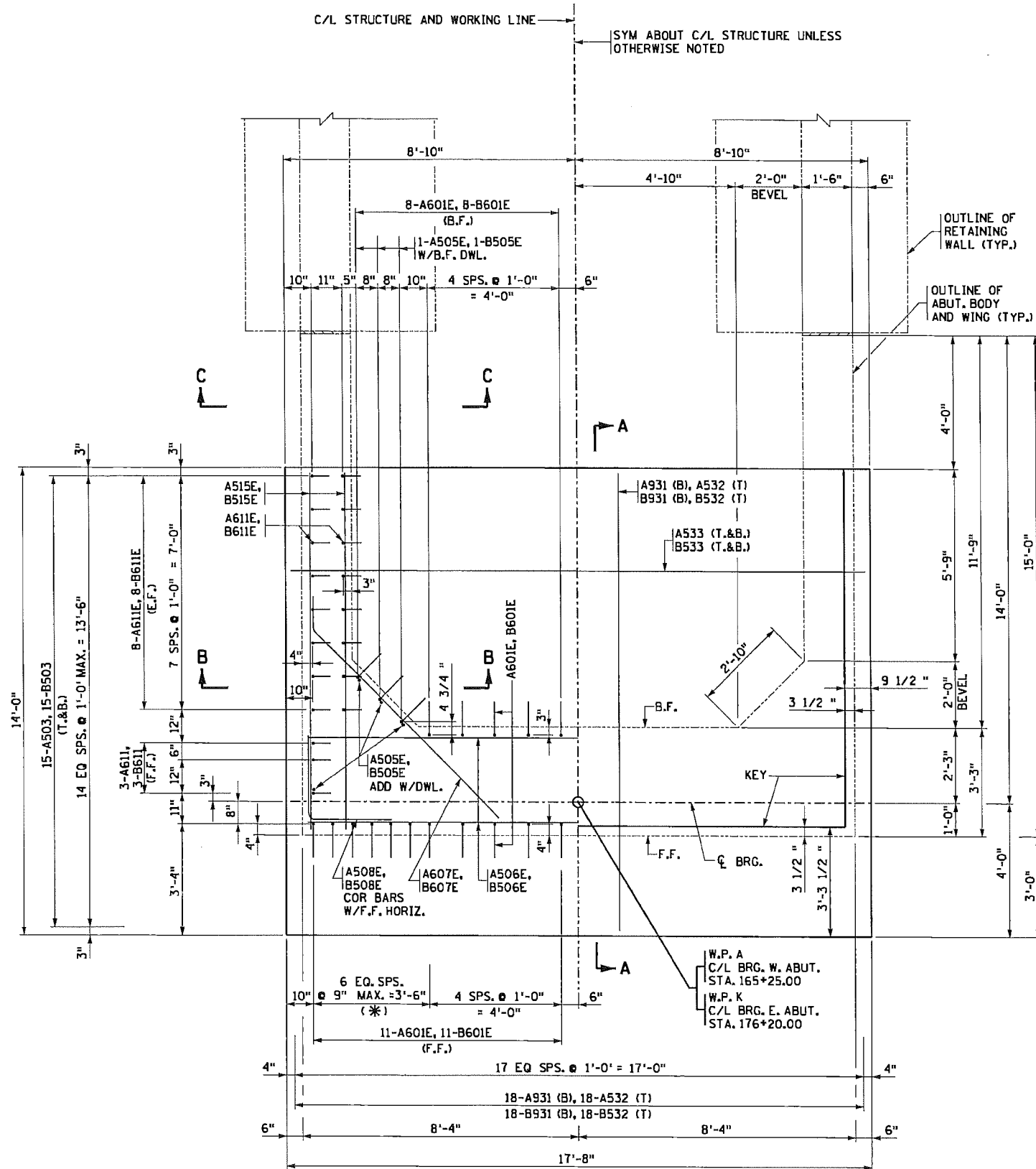
CHK: NCK

APPROVED:

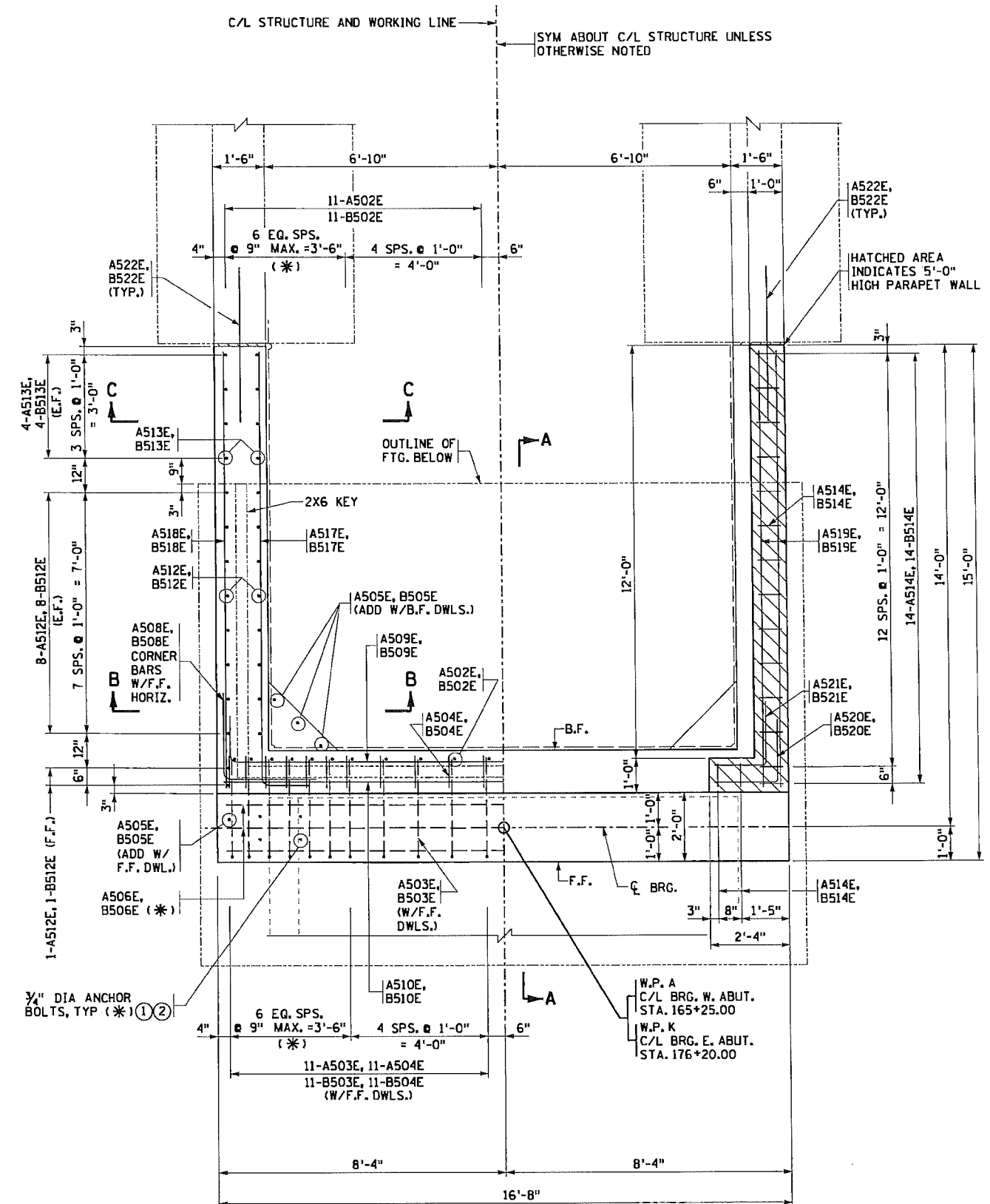
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SHEET NO B4 OF B26 SHEETS

BRIDGE NO
31008



FOOTING LAYOUT
W. ABUT & E. ABUT



PLAN
W. ABUT & E. ABUT

(*) SPACE BARS TO CLEAR ANCHOR BOLTS BY 2" MIN. CLR.

NOTES:
SEE SHEET B7 FOR ABUTMENT NOTES (X) AND SEC. A-A, SEC. B-B & SEC. C-C.

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

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Printed Name: JEFF A. JOHNSON Date: 1/29/2015 Reg. No. 17280

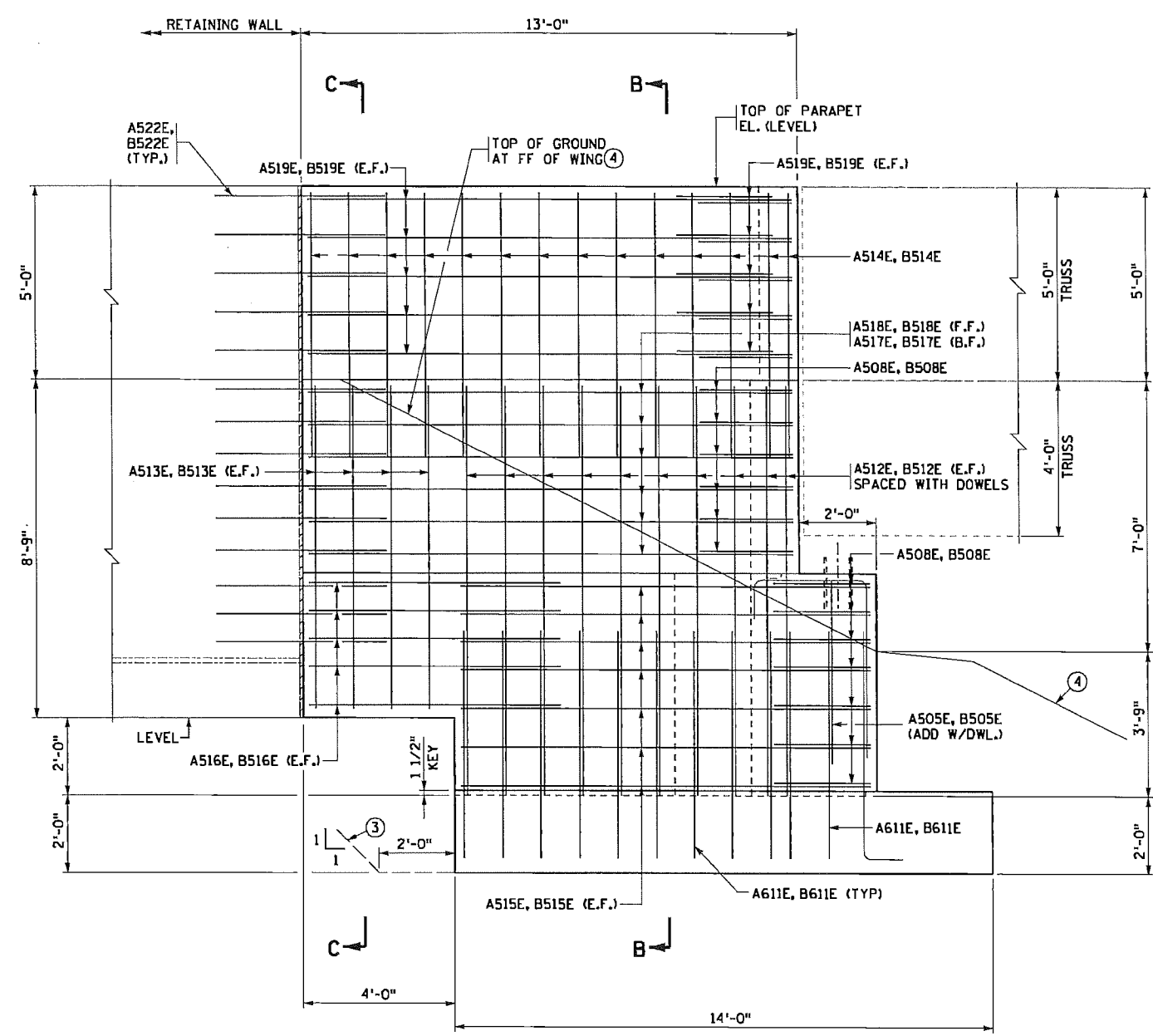
TITLE:
ABUTMENT DETAILS

S.P. NO. 3116-139	DES: NCK	DR: DLF	APPROVED: 1/29/15	BRIDGE NO 31008
CHK: JAJ	CHK: NCK			
SHEET NO B5 OF B26 SHEETS				

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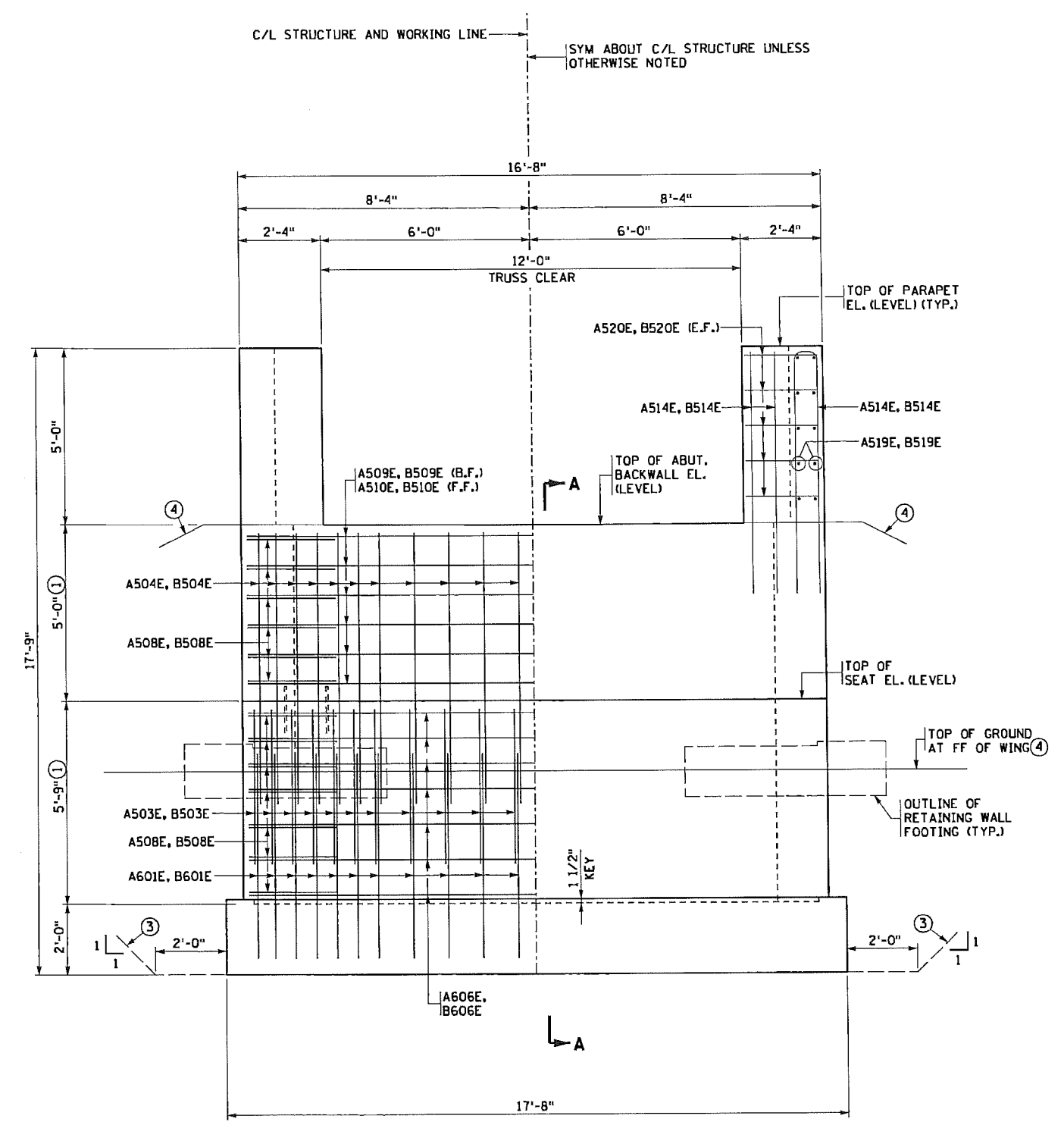
1/28/2015

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FRONT ELEVATION
W.ABUT & E. ABUT WINGWALLS

NOTE:
ALL WINGS ARE IDENTICAL



FRONT ELEVATION
W.ABUT & E. ABUT

NOTES:
SEE SHEET B7 FOR ABUTMENT NOTES (X) AND
SEC. A-A, SEC. B-B & SEC. C-C.

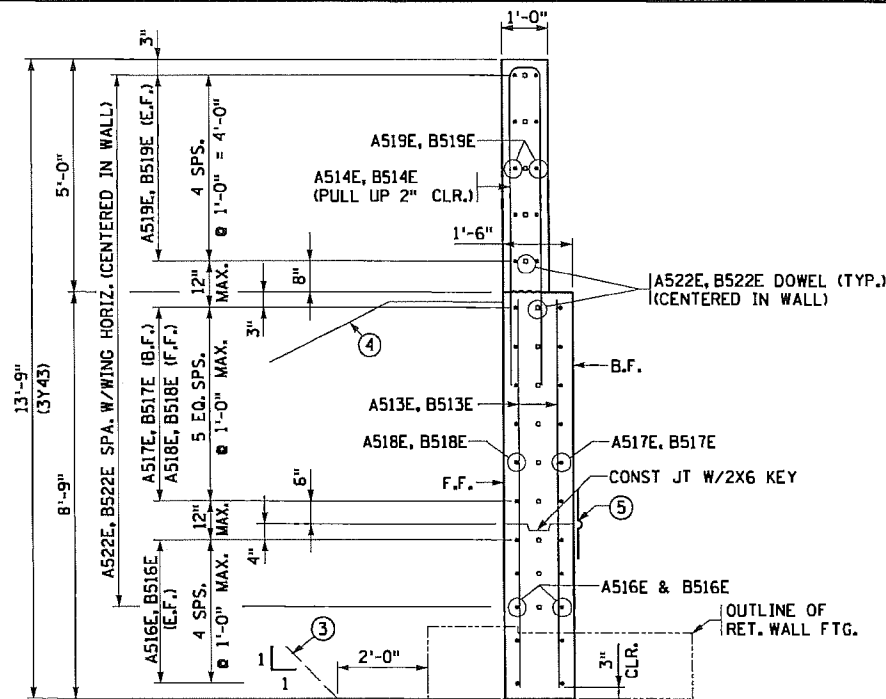
DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55110
PHONE (651) 490-2000
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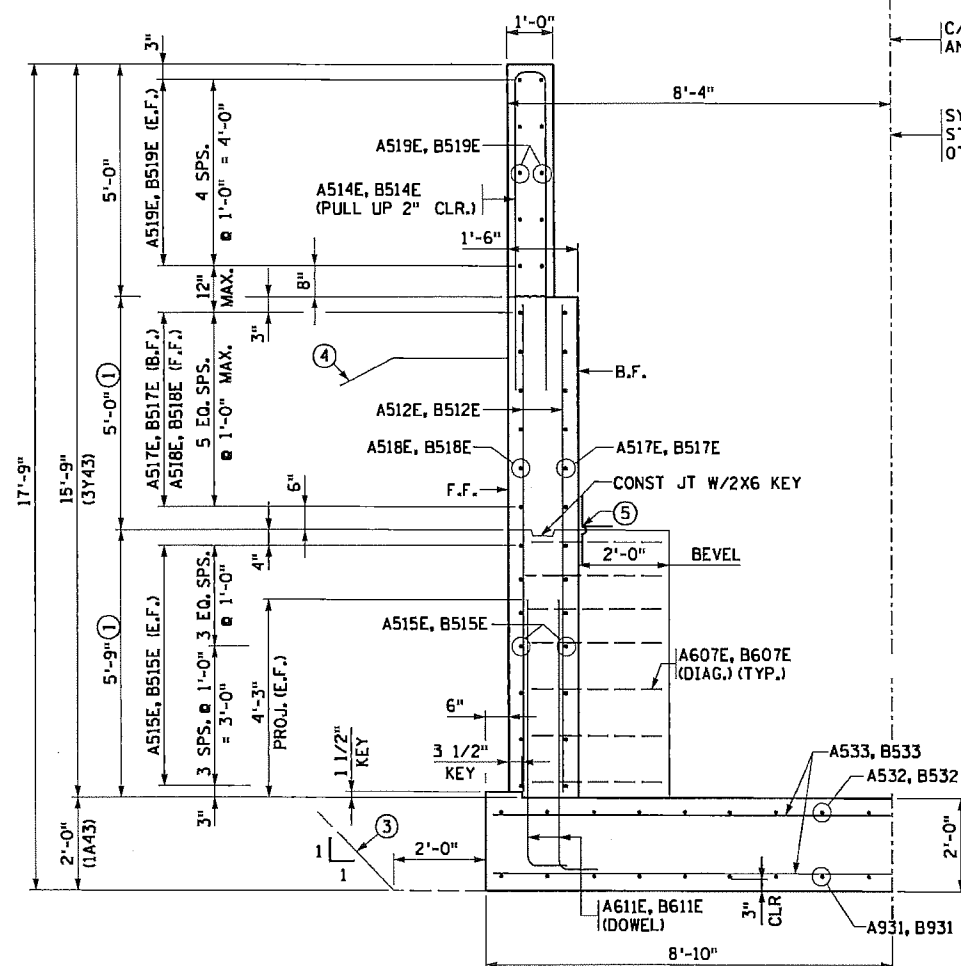
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by me or under my direct supervision and that I am a duly Licensed
Professional Engineer under the laws of the state of Minnesota
Date: 1/28/2015
Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE:
ABUTMENT DETAILS

S.P. NO. 3116-139
DES: NCK DR: DLF
CHK: JAJ CHK: NCK
APPROVED: 1/29/15
SHEET NO B6 OF B26 SHEETS
BRIDGE NO 31008



TYP. SECTION C-C

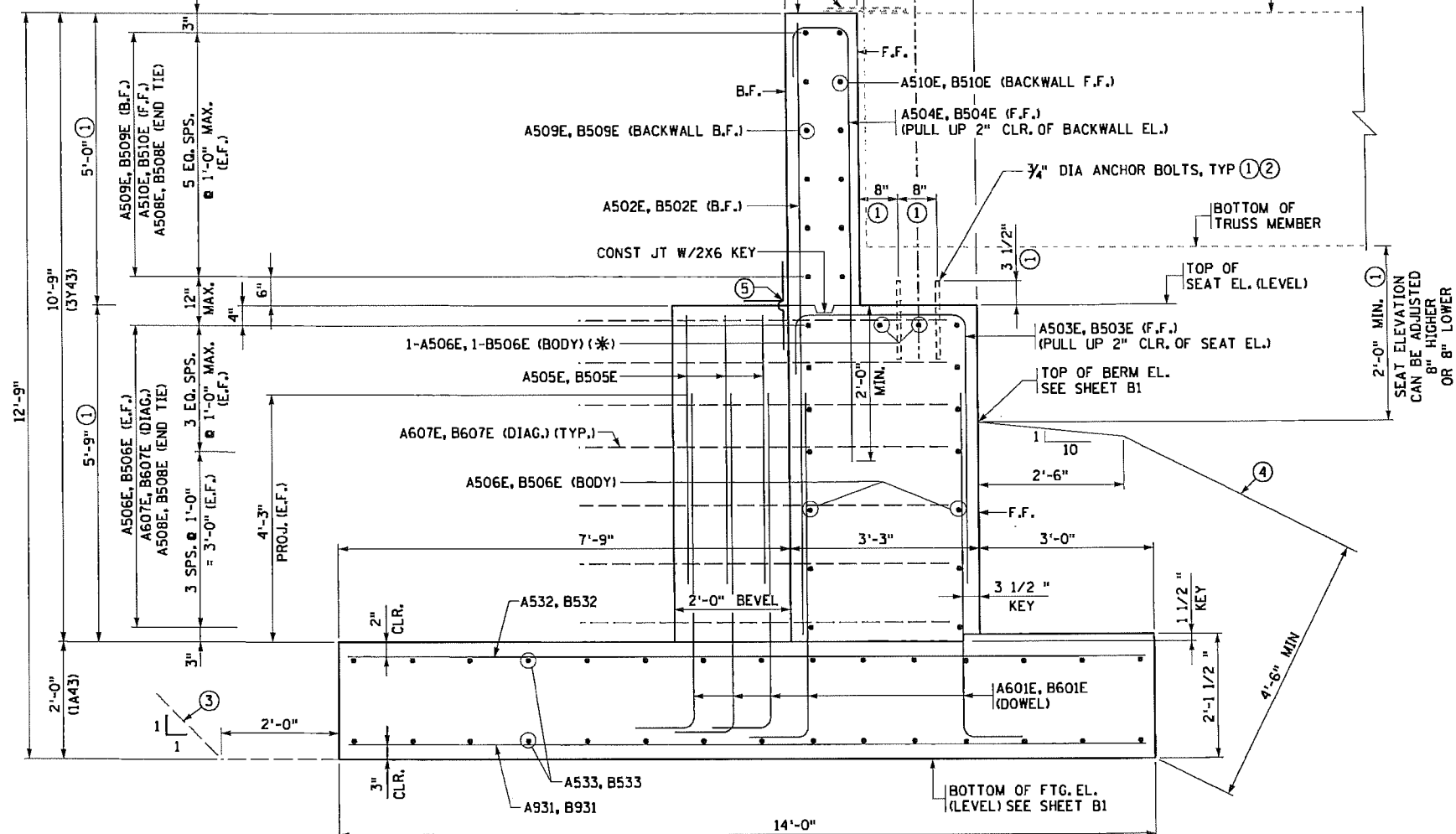


TYP. SECTION B-B

ABUTMENTS SPREAD FOOTING LOAD DATA

* FACTORED DESIGN BEARING PRESSURE	3.67 KSF
EFFECTIVE WIDTH B'	14 FT.
FACTORED BEARING RESISTANCE $\phi_b q_n$	8.16 KSF

* BASED ON STRENGTH I LOAD COMBINATION.



TYP. SECTION A-A AT ABUT BODY

W.ABUT & E. ABUT

NOTES:

- VERIFY DIMENSIONS WITH SUPERSTRUCTURE MANUFACTURER.
- INCLUDED IN PRICE BID FOR ITEM 2402.521 "STRUCTURE STEEL (3306)". GALVANIZED ANCHOR BOLTS, NUTS AND WASHERS PER MnDOT SPEC 3392. BRIDGE MANUFACTURER SHALL BE RESPONSIBLE FOR DETERMINING ANCHORAGE SIZE AND LOCATION.
- SEE GRADING PLANS FOR BACKFILLING REQUIREMENTS.
- EMBANKMENT, TOPSOIL & TURF ESTABLISHMENT WILL BE PLACED BY OTHERS.
- WATERPROOFING MEMBRANE SYSTEM ALONG BACK FACE OF ABUTMENT.
- STATION OF FRONT FACE OF BACKWALL
WEST ABUTMENT STA 165+24.00
EAST ABUTMENT STA 176+21.00

F.F. = FRONT FACE
B.F. = BACK FACE
E.F. = EACH FACE

T.&B. = TOP AND BOTTOM

"A" = INDICATES W. ABUT. BARS
"B" = INDICATED E. ABUT. BARS

T = TOP
B = BOTTOM

(*) SPACE BARS TO CLEAR ANCHOR
BOLTS BY 2" MIN. CLR.

ABUTMENT NOTES:

WEST ABUTMENT AND EAST ABUTMENTS ARE IDENTICAL EXCEPT IN STATION, ELEVATION AND AS SHOWN OR NOTED OTHERWISE.

SEE THIS SHEET AND SHEET B1 FOR DESIGN AND FOUNDATION DATA.

SEE SHEET B1 FOR ABUTMENTS ELEVATIONS.

SEE SHEET B8 FOR BAR LIST AND SUMMARY OF QUANTITIES.

SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS NOT SPECIFICALLY CALLED OUT IN PLANS.

ANY ADJUSTMENTS REQUIRED TO ACCOMMODATE ABUTMENTS AND PIERS SEAT RAISE OF 8" OR 8" LOWER WILL BE CONSIDERED INCIDENTAL. BAR STEEL QUANTITIES FOR THE ABUTMENTS AND PIERS ACCOMMODATE POTENTIAL 8" INCREASE OR DECREASE IN SEAT ELEVATIONS. CONCRETE QUANTITIES FOR THE ABUTMENTS AND PIERS ARE BASED ON THE PLAN ELEVATIONS.

PROVIDE 2" COVER OVER REINFORCEMENT UNLESS SHOWN OTHERWISE.

PROVIDE 3/4" CHAMFER ON ALL ABOVE GRADE CORNERS.

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *Jeff A. Johnson* Date: 1/29/2015
Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE:

ABUTMENT DETAILS

S.P. NO. 3116-139

DES: NCK DR: DLF
CHK: JAJ CHK: NCK

APPROVED:
1/29/15

BRIDGE NO
31008

SHEET NO B7 OF B26 SHEETS

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1/29/2015
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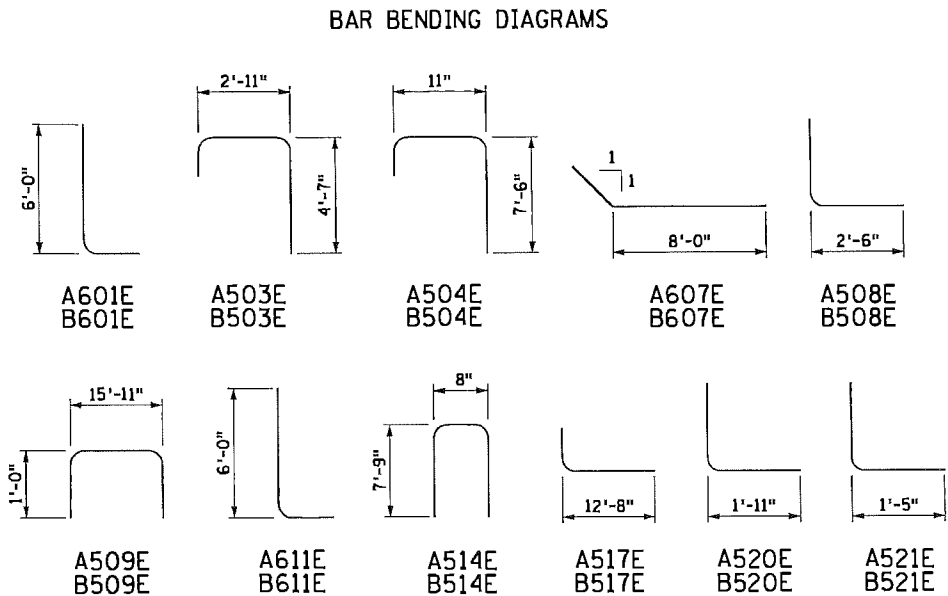
WEST ABUTMENT BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
WEST ABUTMENT BLACK BARS				
A931	18	13'-8"	STR	FTG. LONGIT. B
A532	18	13'-8"	STR	FTG. LONGIT. T
A533	30	17'-4"	STR	FTG. TRANS. T.& B.

WEST ABUTMENT EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
WEST ABUTMENT EPOXY COATED BARS				
A601E	38	7'-0"	BENT	VERT DOWEL
A502E	22	10'-0"	STR	VERT BODY B.F.
A503E	22	8'-4"	BENT	VERT BODY F.F.
A504E	22	10'-5"	BENT	VERT BACKWALL
A505E	8	4'-7"	STR	VERT. AT DIAG
A506E	16	16'-4"	STR	HORIZ. BODY E.F.
A607E	14	10'-0"	BENT	HORIZ. BODY DIAG.
A508E	26	5'-0"	BENT	HORIZ. BODY END TIE
A509E	6	17'-11"	BENT	HORIZ. BACKWALL B.F.
A510E	6	16'-4"	STR	HORIZ. BACKWALL F.F.
A611E	38	7'-0"	BENT	WING VERT DOWEL
A512E	36	10'-0"	STR	WING VERT
A513E	16	8'-4"	STR	WING VERT
A514E	32	16'-2"	BENT	WING VERT (PARAPET)
A515E	28	10'-8"	STR	WING HORIZ. (BODY)
A516E	20	6'-0"	STR	WING HORIZ. (BODY)
A517E	12	13'-6"	BENT	WING HORIZ. B.F.
A518E	12	12'-8"	STR	WING HORIZ. F.F.
A519E	20	12'-8"	STR	WING HORIZ. (PARAPET)
A520E	10	4'-5"	BENT	WING HORIZ. (PARAPET)
A521E	10	4'-0"	BENT	WING HORIZ. (PARAPET)
A522E	28	4'-6"	STR	WING END DOWELS

EAST ABUTMENT BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
EAST ABUTMENT BLACK BARS				
B931	18	13'-8"	STR	FTG. LONGIT. B
B532	18	13'-8"	STR	FTG. LONGIT. T
B533	30	17'-4"	STR	FTG. TRANS. T.& B.

EAST ABUTMENT EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
EAST ABUTMENT EPOXY COATED BARS				
B601E	38	7'-0"	BENT	VERT DOWEL
B502E	22	10'-0"	STR	VERT BODY B.F.
B503E	22	8'-4"	BENT	VERT BODY F.F.
B504E	22	10'-5"	BENT	VERT BACKWALL
B505E	8	4'-7"	STR	VERT. AT DIAG
B506E	16	16'-4"	STR	HORIZ. BODY E.F.
B607E	14	10'-0"	BENT	HORIZ. BODY DIAG.
B508E	26	5'-0"	BENT	HORIZ. BODY END TIE
B509E	6	17'-11"	BENT	HORIZ. BACKWALL B.F.
B510E	6	16'-4"	STR	HORIZ. BACKWALL F.F.
B611E	38	7'-0"	BENT	WING VERT DOWEL
B512E	36	10'-0"	STR	WING VERT
B513E	16	8'-4"	STR	WING VERT
B514E	32	16'-2"	BENT	WING VERT (PARAPET)
B515E	28	10'-8"	STR	WING HORIZ. (BODY)
B516E	20	6'-0"	STR	WING HORIZ. (BODY)
B517E	12	13'-6"	BENT	WING HORIZ. B.F.
B518E	12	12'-8"	STR	WING HORIZ. F.F.
B519E	20	12'-8"	STR	WING HORIZ. (PARAPET)
B520E	10	4'-5"	BENT	WING HORIZ. (PARAPET)
B521E	10	4'-0"	BENT	WING HORIZ. (PARAPET)
B522E	28	4'-6"	STR	WING END DOWELS

SUMMARY OF QUANTITIES WEST & EAST ABUTMENTS			
ITEM	UNIT	TOTAL	
		W. ABUT.	E. ABUT.
STRUCTURAL CONCRETE (1A43)	CU. YD.	18.5	18.5
STRUCTURAL CONCRETE (3Y43)	CU. YD.	35	35
REINFORCEMENT BARS	POUND	1640	1640
REINFORCEMENT BARS (EPOXY COATED)	POUND	4630	4630



• BAR TYPE USES STANDARD STIRRUP AND TIE HOOKS.

NOTE:
BENT BAR DIMENSIONS GIVEN ARE OUT-TO-OUT. ACTUAL BAR LENGTHS SHALL BE DETERMINED BASED ON DIMENSIONS SHOWN IN THE BAR BENDING DIAGRAMS. TOTAL BAR LENGTHS SHOWN ARE FOR USE IN COMPUTING REINFORCEMENT BAR WEIGHTS FOR PAYMENT ONLY.

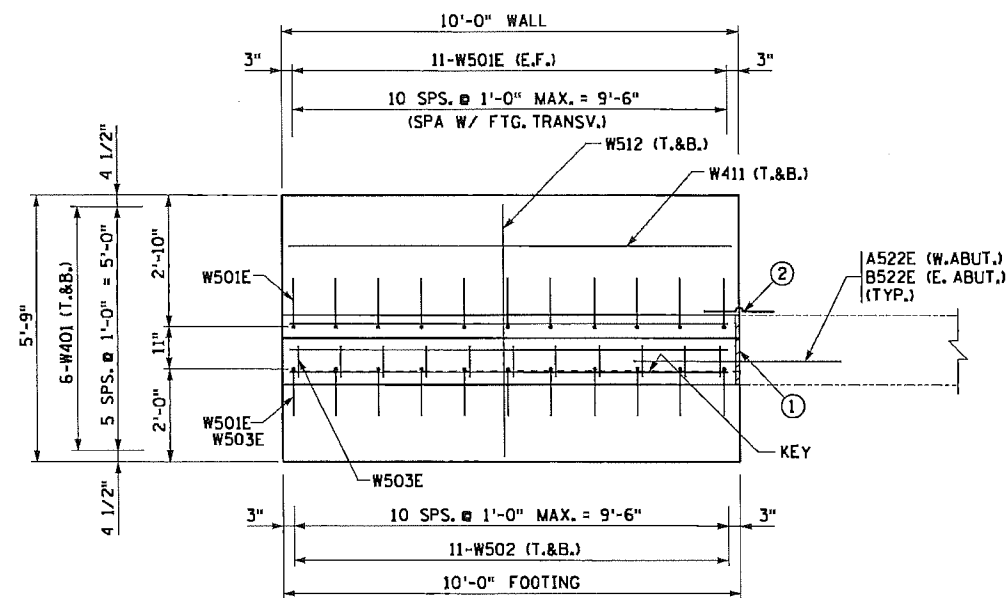
DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150
SEH

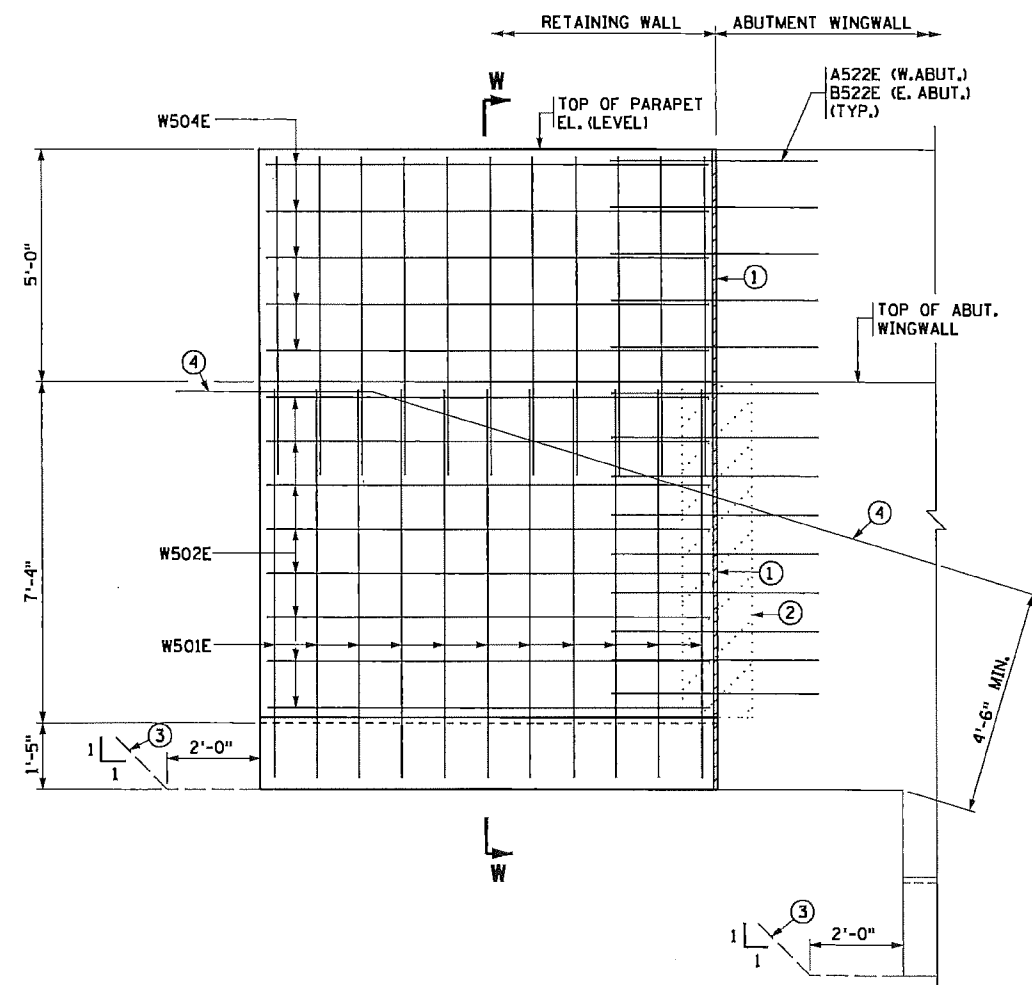
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *[Signature]* Date: 1/28/2015
Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE:
BILL OF REINFORCEMENT AND
QUANTITIES FOR ABUTMENTS

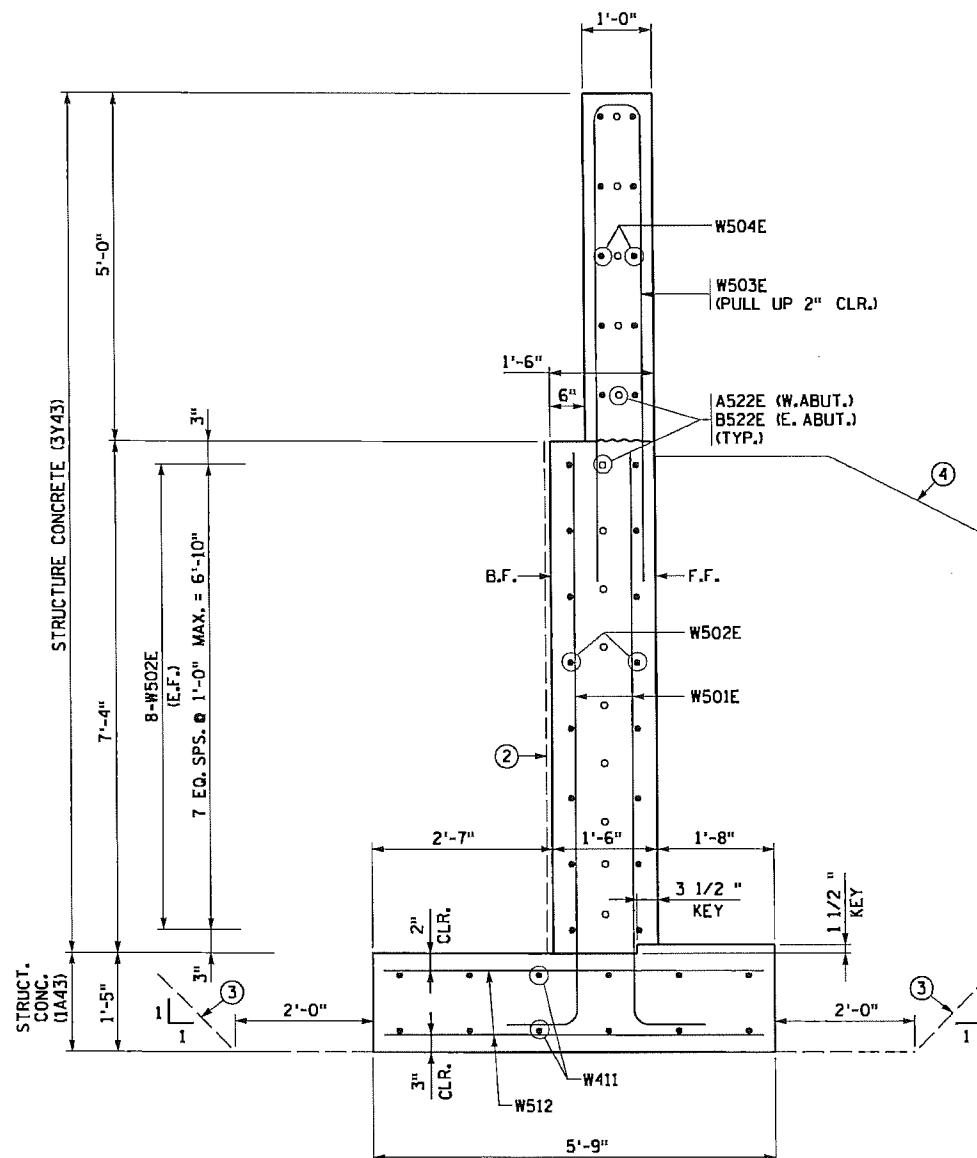
S.P. NO. 3116-139			
DES: NCK	DR: DLF	APPROVED: 11/29/15	BRIDGE NO 31008
CHK: JAJ	CHK: NCK		
SHEET NO B8 OF B26 SHEETS			



PLAN RETAINING WALL



ELEVATION RETAINING WALL



TYP. SECT. W-W AT RETAINING WALL

F.F. = FRONT FACE
B.F. = BACK FACE
E.F. = EACH FACE

T.&B. = TOP AND BOTTOM

T = TOP
B = BOTTOM

RETAINING WALL SPREAD FOOTING LOAD DATA

* FACTORED DESIGN BEARING PRESSURE	1.85 KSF
EFFECTIVE WIDTH B'	5.75 FT.
FACTORED BEARING RESISTANCE $\phi_b \cdot q_n$	4.11 KSF

* BASED ON STRENGTH I LOAD COMBINATION.

SUMMARY OF QUANTITIES FOR RETAINING WALLS

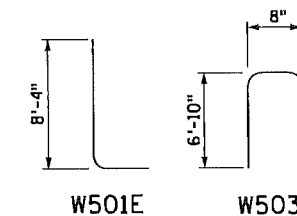
TOTAL IS FOR (ONE) RETAINING WALL

ITEM	UNIT	TOTAL
STRUCTURAL CONCRETE (1A43)	CU. YD.	3
STRUCTURAL CONCRETE (3Y43)	CU. YD.	6
REINFORCEMENT BARS	POUND	200
REINFORCEMENT BARS (EPOXY COATED)	POUND	710

BAR LIST FOR RETAINING WALLS

TOTAL IS FOR (ONE) RETAINING WALL

BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
RETAINING WALL BLACK BARS				
W411	12	9'-7"	STR	FTG. LONGIT. T.& B.
W512	22	5'-5"	STR	FTG. TRANSV. T.&B.
RETAINING WALL EPOXY COATED BARS				
W501E	22	9'-2"	BENT	VERT DOWEL
W502E	16	9'-7"	STR	HORIZ. BODY E.F.
W503E	16	14'-4"	BENT	VERT. (PARAPET)
W504E	10	9'-7"	STR	HORIZ. (PARAPET)



BAR BENDING DIAGRAMS

NOTE:
BENT BAR DIMENSIONS GIVEN ARE
OUT-TO-OUT. ACTUAL BAR LENGTHS
SHALL BE DETERMINED BASED ON
DIMENSIONS SHOWN IN THE BAR
BENDING DIAGRAMS. TOTAL BAR
LENGTHS SHOWN ARE FOR USE IN
COMPUTING REINFORCEMENT BAR
WEIGHTS FOR PAYMENT ONLY.

RETAINING WALL NOTES:

SEE THIS SHEET AND SHEET B1 FOR DESIGN AND FOUNDATION DATA.

SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS NOT SPECIFICALLY CALLED OUT IN PLANS.

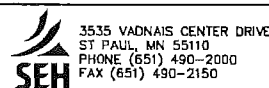
PROVIDE 2" COVER OVER REINFORCEMENT UNLESS SHOWN OTHERWISE.

PROVIDE $\frac{3}{4}$ " CHAMFER ON ALL ABOVE GRADE CORNERS.

NOTES:

- NOTES:
- ① 1/2" CORK & SEALER INCLUDED IN WING LENGTH.
SEAL ALL EXPOSED HORIZONTAL AND VERTICAL SURFACES OF JOINT CORK WITH NON-STAINING, GRAY, NON-ASPHALTIC JOINT SEALER. (1" DEEP AND HOLD 1/8" BELOW SURFACE OF CONCRETE).
 - ② WATERPROOFING MEMBRANE SYSTEM ALONG BACK FACE OF RETAINING WALL.
 - ③ SEE GRADING PLANS FOR BACKFILLING REQUIREMENTS.
 - ④ EMBANKMENT, TOPSOIL & TURF ESTABLISHMENT WILL BE PLACED BY OTHERS.

DATE	DESCRIPTION	APPROVED BY
REVISIONS		



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: JEFF A. JOHNSON Date: 1/2
Page 55 of 83
Print Name: JEFF A. JOHNSON Res. No. _____

TITLE:	
--------	--

RETAINING WALL DETAILS

S.P. NO. 3116-139

DES:	NCK	DR:	DLF
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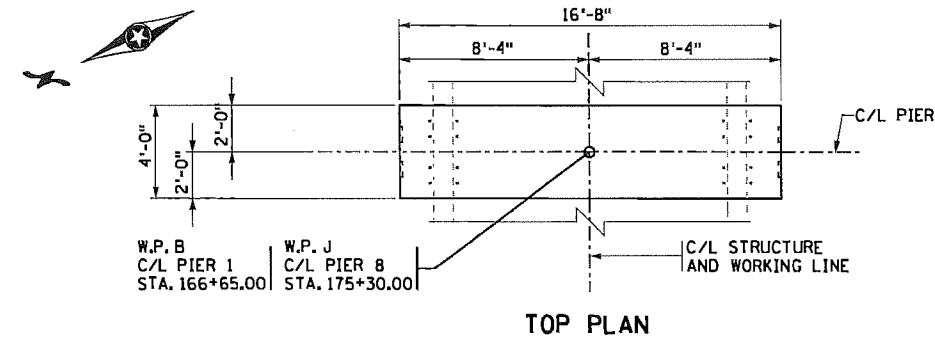
CHK: JAJ	CHK: NC
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APPROVED:

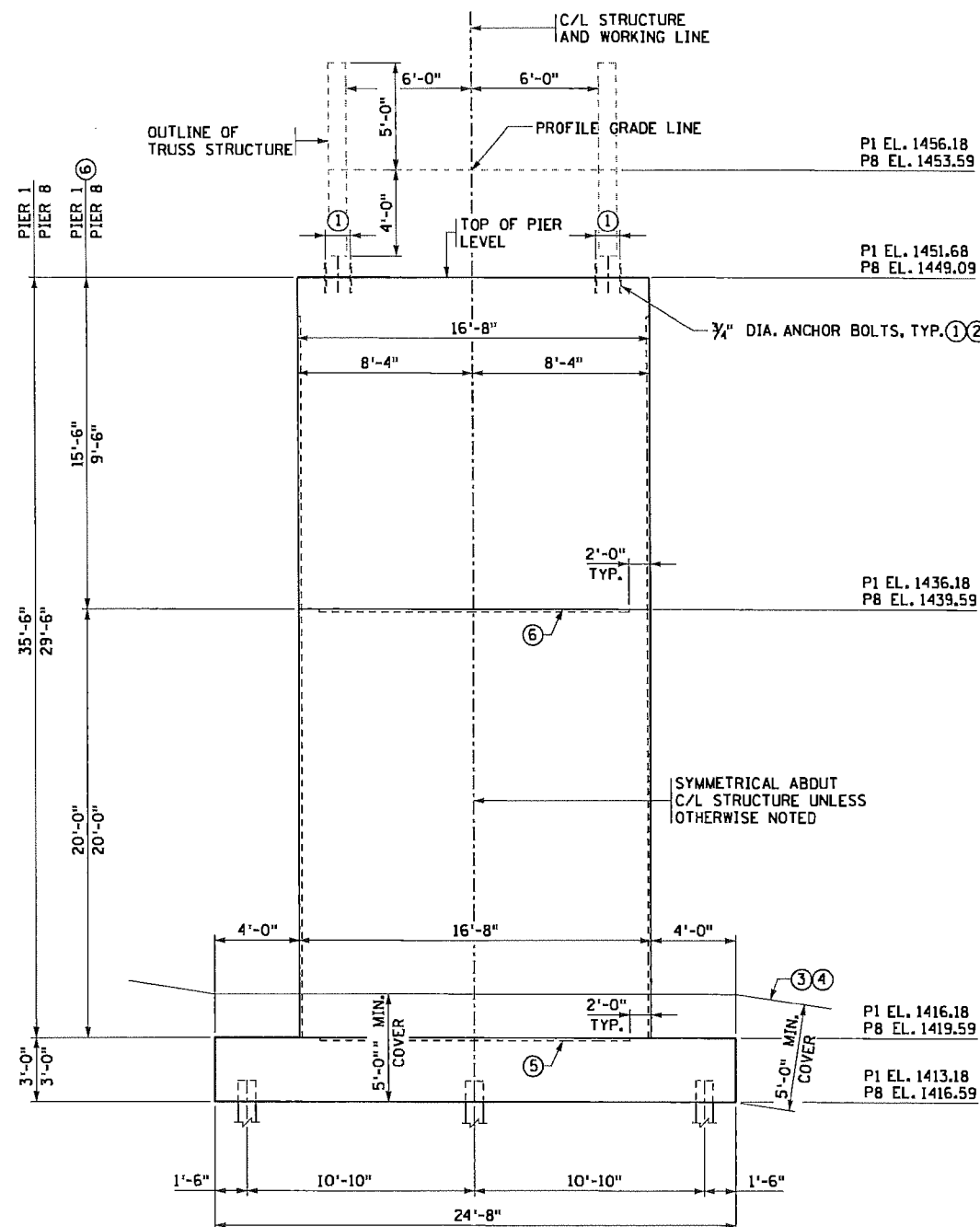
11(29)

SHEET NO B9 OF B26 SHEETS

BRIDGE NO
31008



TOP PLAN



ELEVATION

PIER NOTES

SEE THIS SHEET AND SHEET B1 FOR DESIGN AND FOUNDATION DATA.

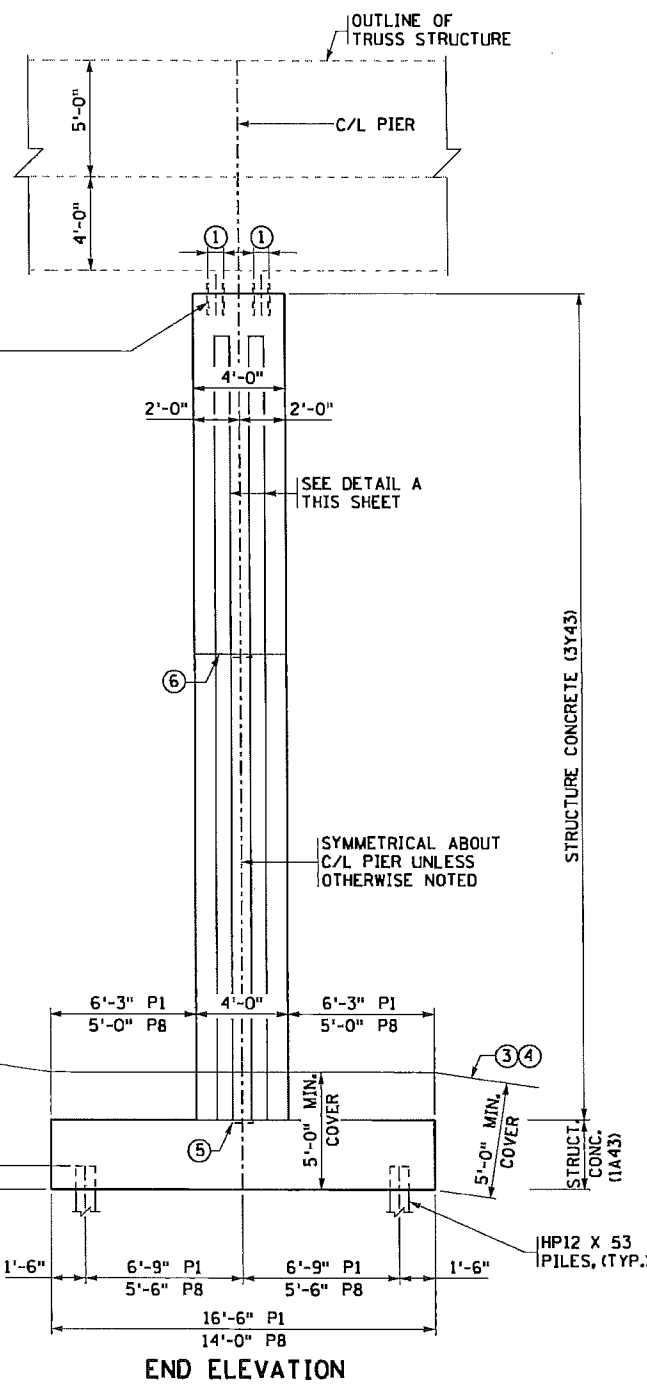
SEE SHEET B17 FOR BAR LIST AND SUMMARY OF QUANTITIES.

SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS NOT SPECIFICALLY CALLED OUT IN PLANS.

ANY ADJUSTMENTS REQUIRED TO ACCOMMODATE PIERS SEAT RAISE OF 8" OR 8" LOWER WILL BE CONSIDERED INCIDENTAL. BAR STEEL QUANTITIES FOR THE ABUTMENTS AND PIERS ACCOMMODATE POTENTIAL 8" INCREASE OR DECREASE IN SEAT ELEVATIONS. CONCRETE QUANTITIES FOR THE ABUTMENTS AND PIERS ARE BASED ON THE PLAN ELEVATIONS.

PROVIDE 2" COVER OVER REINFORCEMENT UNLESS SHOWN OTHERWISE.

PROVIDE 3/4" CHAMFER ON ALL ABOVE GRADE CORNERS.



END ELEVATION

PIER 1 COMPUTED PILE LOAD - TONS/PILE	
FACTORED DEAD LOAD	60.2
FACTORED LIVE LOAD	0.0
FACTORED OVERTURNING	52.0
*FACTORED DESIGN LOAD	112.2

*BASED ON STRENGTH III LOAD COMBINATION

PIER 1 REQUIRED NOMINAL PILE BEARING RESISTANCE FOR H-PILES R _n - Tons/Pile		
FIELD CONTROL METHOD	φ _{dyn}	*R _n
MnDOT Pile Formula 2012 (MPF12) $R_n = 20 \sqrt{\frac{W \times H}{1000}} \times \log \left(\frac{10}{S} \right)$	0.60	187.0
PDA	0.65	172.6

*R_n = (Factored Design Load) / φ_{dyn}

PIER 8 COMPUTED PILE LOAD - TONS/PILE	
FACTORED DEAD LOAD	74.0
FACTORED LIVE LOAD	8.5
FACTORED OVERTURNING	4.0
*FACTORED DESIGN LOAD	86.5

*BASED ON STRENGTH I LOAD COMBINATION

PIER 8 REQUIRED NOMINAL PILE BEARING RESISTANCE FOR H-PILES R _n - Tons/Pile		
FIELD CONTROL METHOD	φ _{dyn}	*R _n
MnDOT Pile Formula 2012 (MPF12) $R_n = 20 \sqrt{\frac{W \times H}{1000}} \times \log \left(\frac{10}{S} \right)$	0.60	144.2
PDA	0.65	133.1

*R_n = (Factored Design Load) / φ_{dyn}

NOTES

- VERIFY DIMENSIONS WITH SUPERSTRUCTURE MANUFACTURER.
- INCLUDED IN PRICE BID FOR ITEM 2402.521 "STRUCTURE STEEL (3306)". GALVANIZED ANCHOR BOLTS, NUTS AND WASHERS PER MnDOT SPEC 3392. BRIDGE MANUFACTURER SHALL BE RESPONSIBLE FOR DETERMINING ANCHORAGE SIZE AND LOCATION.
- SEE GRADING PLANS FOR BACKFILLING REQUIREMENTS.
- EMBANKMENT, TOPSOIL & TURF ESTABLISHMENT WILL BE PLACED BY OTHERS.
- CONSTRUCTION JOINT AND 2" X 12" KEYWAY.
- OPTIONAL CONSTRUCTION JOINT AND 2" X 12" KEYWAY.

PILE NOTES

PIER 1

- STEEL H-TEST PILES 20 FT LONG
- STEEL H-PILES EST. LENGTH 15 FT
- STEEL H-PILES REQ'D FOR PIER.

PIER 8

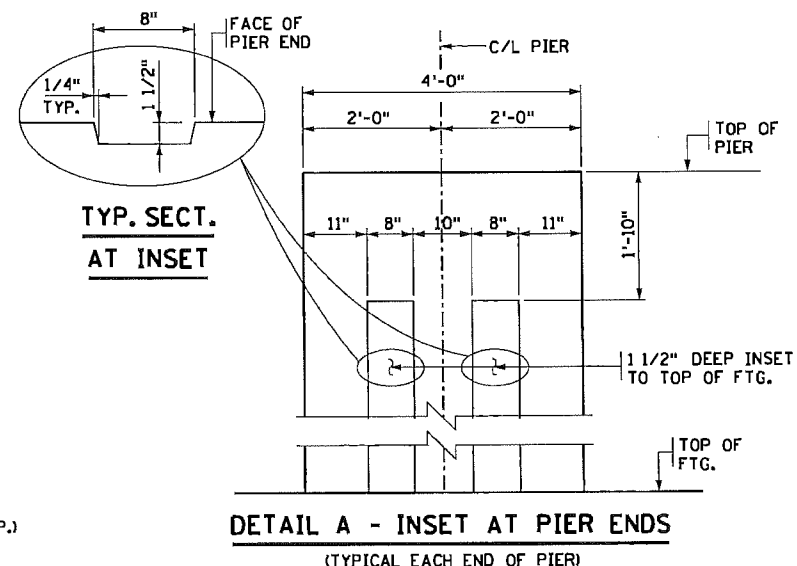
- STEEL H-TEST PILES 20 FT LONG
- STEEL H-PILES EST. LENGTH 15 FT
- STEEL H-PILES REQ'D FOR PIER.

PILE SPACING SHOWN IS AT BOTTOM OF FOOTING.

PILES TO BE HP12x53.

FOR PILE SPLICE DETAILS SEE DETAIL B202.

PILE TIP PROTECTION REQUIRED.

DETAIL A - INSET AT PIER ENDS
(TYPICAL EACH END OF PIER)

T. = TOP
B. = BOTTOM
T.&B. = TOP AND BOTTOM
F.F. = FRONT FACE
B.F. = BACK FACE
E.F. = EACH FACE
P1 = PIER 1
P2 = PIER 2
P3 = PIER 3
P4 = PIER 4
P5 = PIER 5
P6 = PIER 6
P7 = PIER 7
P8 = PIER 8

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *Jeff A. Johnson*
Printed Name: JEFF A. JOHNSON
Date: 1/29/2015
Reg. No.: 17280

TITLE:

PIER 1 & PIER 8
DETAILS

S.P. NO. 3116-139

DES: NCK
CHK: MKMDR: DLF
CHK: NCKAPPROVED:
1/29/15

SHEET NO B10 OF B26 SHEETS

BRIDGE NO
31008

PIER NOTES

SEE THIS SHEET AND SHEET B1 FOR DESIGN AND FOUNDATION DATA.

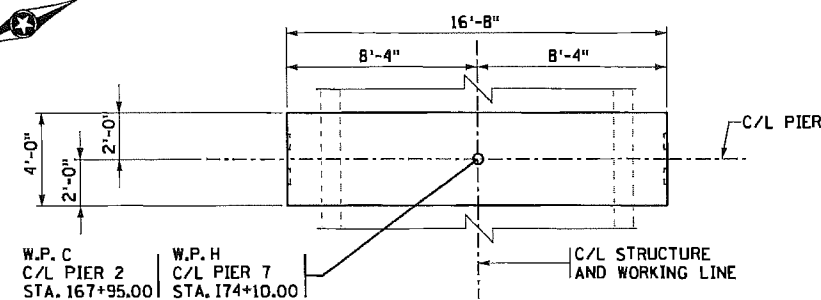
SEE SHEET B18 FOR BAR LIST AND SUMMARY OF QUANTITIES.

SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS NOT SPECIFICALLY CALLED OUT IN PLANS.

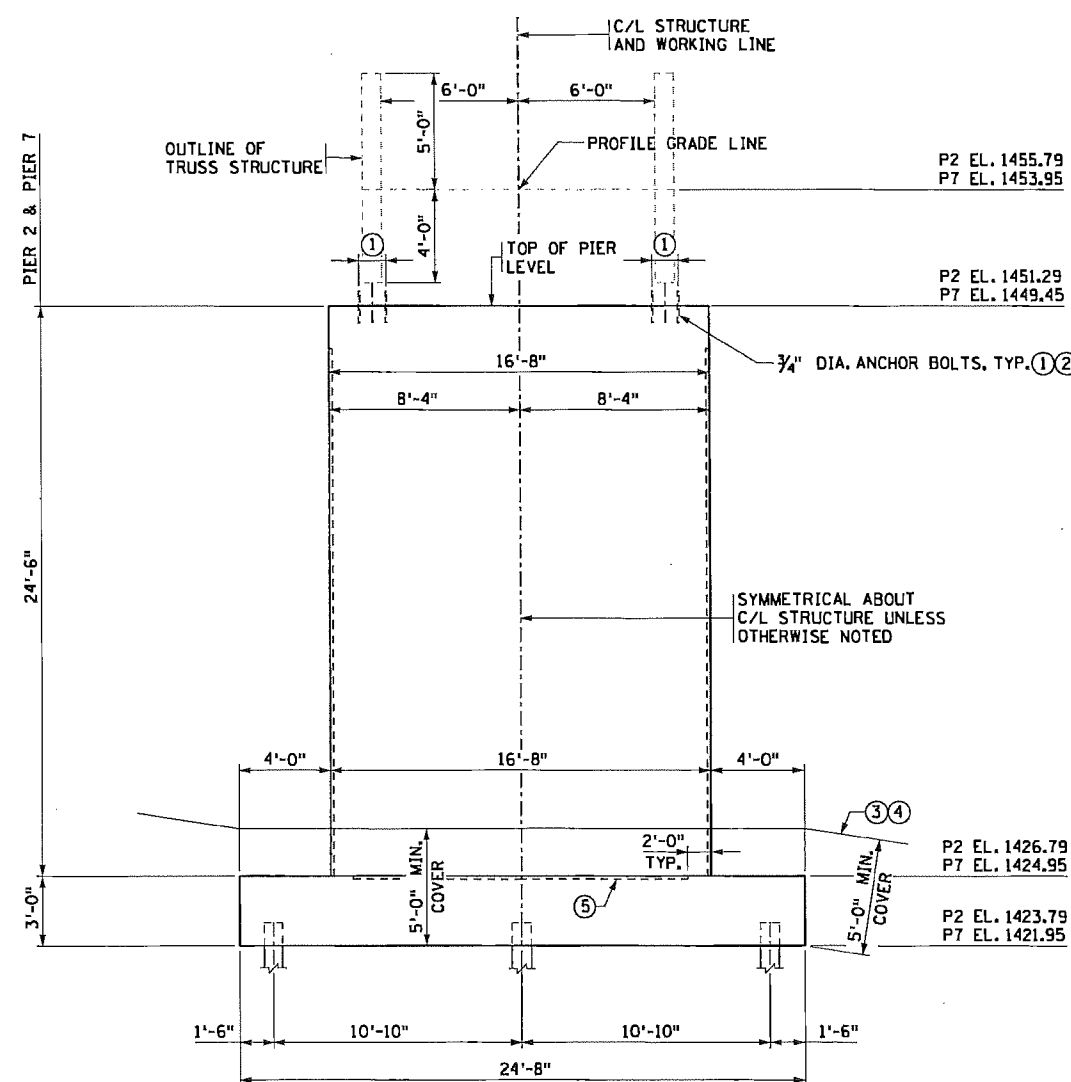
ANY ADJUSTMENTS REQUIRED TO ACCOMMODATE PIERS SEAT
RAISE OF 8" OR 8" LOWER WILL BE CONSIDERED INCIDENTAL. BAR STEEL
QUANTITIES FOR THE ABUTMENTS AND PIERS ACCOMMODATE POTENTIAL 8"
INCREASE OR DECREASE IN SEAT ELEVATIONS. CONCRETE QUANTITIES FOR
THE ABUTMENTS AND PIERS ARE BASED ON THE PLAN ELEVATIONS.

PROVIDE 2" COVER OVER REINFORCEMENT UNLESS SHOWN OTHERWISE.

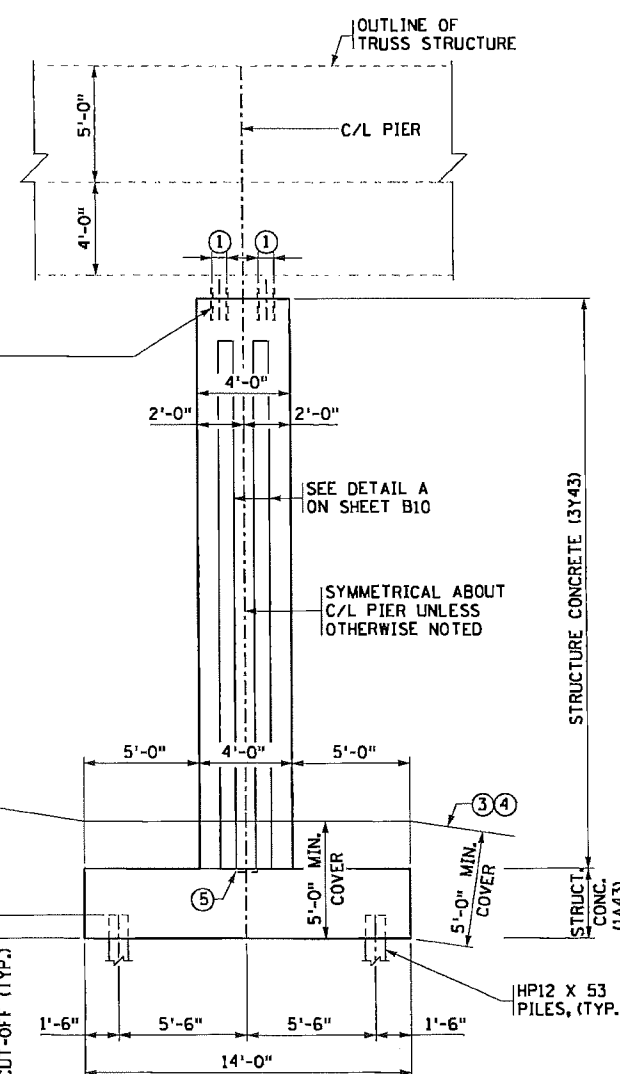
PROVIDE $\frac{3}{4}$ " CHAMFER ON ALL ABOVE GRADE CORNERS.



TOP PLAN



ELEVATION



END ELEVATION

PIER 2 COMPUTED PILE LOAD - TONS/PILE	
FACTORED DEAD LOAD	74.6
FACTORED LIVE LOAD	10.2
FACTORED OVERTURNING	5.0
*FACTORED DESIGN LOAD	89.5

*BASED ON STRENGTH I LOAD COMBINATION

PIER 2 REQUIRED NOMINAL PILE BEARING RESISTANCE FOR H-PILES R_n – Tons/Pile		
FIELD CONTROL METHOD	Φ _{dyn}	*R _n
MnDOT Pile Formula 2012 (MPF12) $R_n = 20 \sqrt{\frac{WxH}{1000} \times \log \left(\frac{10}{S} \right)}$	0.60	149.7
PDA	0.65	138.2

$$*R_n = (\text{Factored Design Load}) / \phi_{dyn}$$

PIER 7 COMPUTED PILE LOAD - TONS/PILE	
FACTORED DEAD LOAD	72.1
FACTORED LIVE LOAD	9.5
FACTORED OVERTURNING	4.0
*FACTORED DESIGN LOAD	85.6

*BASED ON STRENGTH I LOAD COMBINATION

PIER 7 REQUIRED NOMINAL PILE BEARING RESISTANCE FOR H-PILES R_n – Tons/Pile		
FIELD CONTROL METHOD	ϕ_{dyn}	*R _n
MnDOT Pile Formula 2012 (MPF12) $R_n = 20 \sqrt{\frac{WxH}{1000}} \times \log \left(\frac{10}{S} \right)$	0.60	142.7
PDA	0.65	131.7

$$*R_n = (\text{Factored Design Load}) / \phi_{dyn}$$

NOTES

- ① VERIFY DIMENSIONS WITH SUPERSTRUCTURE MANUFACTURER.
- ② INCLUDED IN PRICE BID FOR ITEM 2402.521 "STRUCTURE STEEL (3306)". GALVANIZED ANCHOR BOLTS, NUTS AND WASHERS PER MNDOT SPEC 3392. BRIDGE MANUFACTURER SHALL BE RESPONSIBLE FOR DETERMINING ANCHORAGE SIZE AND LOCATION.
- ③ SEE GRADING PLANS FOR BACKFILLING REQUIREMENTS.
- ④ EMBANKMENT, TOPSOIL & TURF ESTABLISHMENT WILL BE PLACED BY OTHERS.
- ⑤ CONSTRUCTION JOINT AND 2" X 12" KEYWAY.

PILE NOTES

PIER 2

- 1 STEEL H-TEST PILES 20 FT LONG
5 STEEL H-PILES EST. LENGTH 15 FT
6 STEEL H-PILES REQ'D FOR PIER.

PIER 7

- 1 STEEL H-TEST PILES 20 FT LONG
5 STEEL H-PILES EST. LENGTH 15 FT
6 STEEL H-PILES REQ'D FOR PIER.

PILE SPACING SHOWN IS AT BOTTOM OF FOOTING.

PILES TO BE HP12x53.

FOR PILE SPLICE DETAILS SEE DETAIL B202.

PILE TIP PROTECTION REQUIRED.

T. = TOP
B. = BOTTOM

T.&B. = TOP AND BOTTOM

F.F. = FRONT FACE
B.F. = BACK FACE
E.F. = EACH FACE

```
P1 = PIER 1
P2 = PIER 2
P3 = PIER 3
P4 = PIER 4
P5 = PIER 5
P6 = PIER 6
P7 = PIER 7
P8 = PIER 8
```

DATE	DESCRIPTION	APPROVED BY
REVISIONS		



3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: Jeff A. Johnson Date: 1/21/01
Page 57 of 61
Printed Name: JEFF A. JOHNSON Reg. No. 1

TITLE:	
--------	--

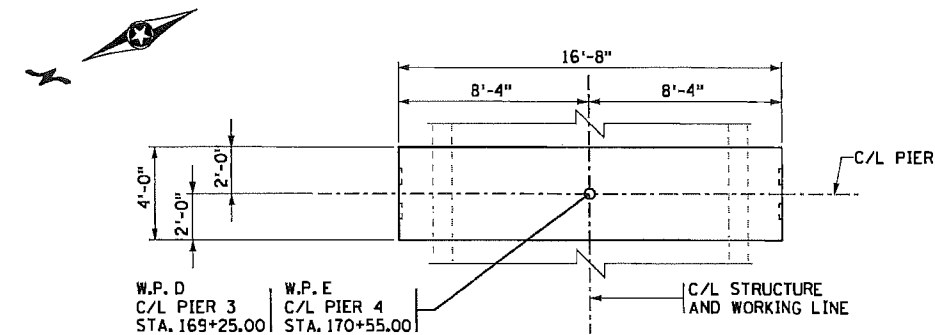
PIER 2 & PIER 7 DETAILS

S.P. NO. 3116-139

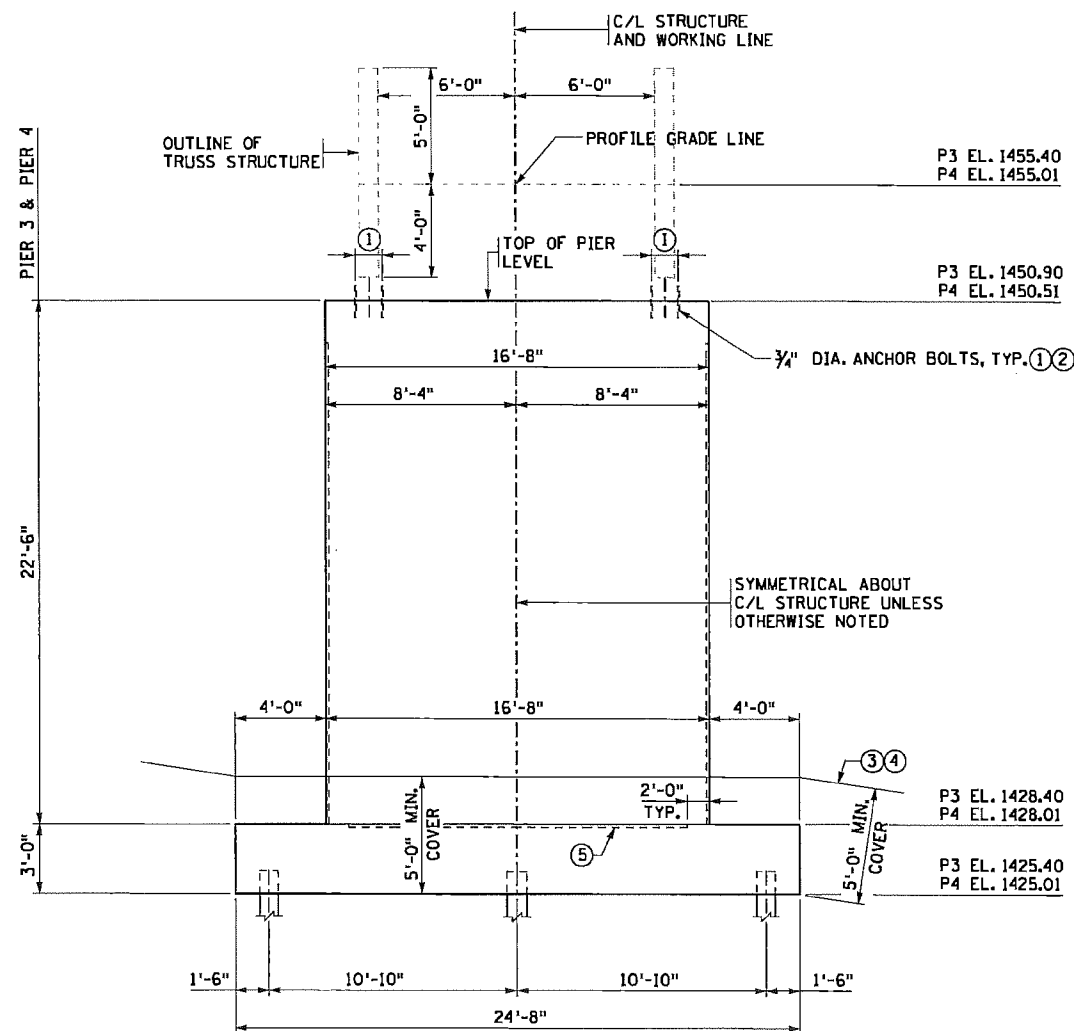
DES: NCK	DR: DLF
CHK: MKM	CHK: NCH

APPROVED	1/29/00
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BRIDGE NO
31008



TOP PLAN



ELEVATION

PIER NOTES

SEE THIS SHEET AND SHEET B1 FOR DESIGN AND FOUNDATION DATA.

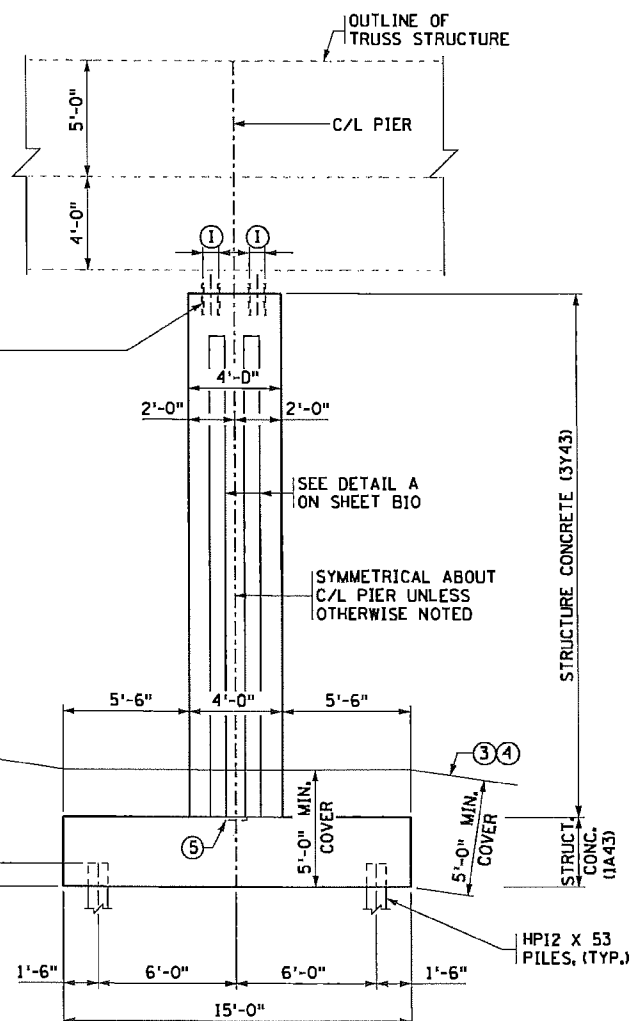
SEE SHEET B19 FOR BAR LIST AND SUMMARY OF QUANTITIES.

SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS NOT SPECIFICALLY CALLED OUT IN PLANS.

ANY ADJUSTMENTS REQUIRED TO ACCOMMODATE PIERS SEAT RAISE OF 8" OR 8" LOWER WILL BE CONSIDERED INCIDENTAL. BAR STEEL QUANTITIES FOR THE ABUTMENTS AND PIERS ACCOMMODATE POTENTIAL 8" INCREASE OR DECREASE IN SEAT ELEVATIONS. CONCRETE QUANTITIES FOR THE ABUTMENTS AND PIERS ARE BASED ON THE PLAN ELEVATIONS.

PROVIDE 2" COVER OVER REINFORCEMENT UNLESS SHOWN OTHERWISE.

PROVIDE 3/4" CHAMFER ON ALL ABOVE GRADE CORNERS.



END ELEVATION

PIER 3 COMPUTED PILE LOAD - TONS/PILE	
FACTORED DEAD LOAD	74.2
FACTORED LIVE LOAD	10.2
FACTORED OVERTURNING	4.0
*FACTORED DESIGN LOAD	88.4

*BASED ON STRENGTH I LOAD COMBINATION

PIER 3 REQUIRED NOMINAL PILE BEARING RESISTANCE FOR H-PILES R _n - Tons/Pile		
FIELD CONTROL METHOD	φ _{dyn}	*R _n
MnDOT Pile Formula 2012 (MPF12) $R_n = 20 \sqrt{\frac{W \times H}{1000}} \times \log \left(\frac{10}{S} \right)$	0.60	147.3
PDA	0.65	136.0

*R_n = (Factored Design Load) / φ_{dyn}

PIER 4 COMPUTED PILE LOAD - TONS/PILE	
FACTORED DEAD LOAD	73.1
FACTORED LIVE LOAD	9.9
FACTORED OVERTURNING	6.0
*FACTORED DESIGN LOAD	89.0

*BASED ON STRENGTH I LOAD COMBINATION

PIER 4 REQUIRED NOMINAL PILE BEARING RESISTANCE FOR H-PILES R _n - Tons/Pile		
FIELD CONTROL METHOD	φ _{dyn}	*R _n
MnDOT Pile Formula 2012 (MPF12) $R_n = 20 \sqrt{\frac{W \times H}{1000}} \times \log \left(\frac{10}{S} \right)$	0.60	148.3
PDA	0.65	136.9

*R_n = (Factored Design Load) / φ_{dyn}

NOTES

- VERIFY DIMENSIONS WITH SUPERSTRUCTURE MANUFACTURER.
- INCLUDED IN PRICE BID FOR ITEM 2402.521 "STRUCTURE STEEL (3306)", GALVANIZED ANCHOR BOLTS, NUTS AND WASHERS PER MnDOT SPEC 3392. BRIDGE MANUFACTURER SHALL BE RESPONSIBLE FOR DETERMINING ANCHORAGE SIZE AND LOCATION.
- SEE GRADING PLANS FOR BACKFILLING REQUIREMENTS.
- EMBANKMENT, TOPSOIL & TURF ESTABLISHMENT WILL BE PLACED BY OTHERS.
- CONSTRUCTION JOINT AND 2" X 12" KEYWAY.

PILE NOTES

PIER 3

- STEEL H-TEST PILES 20 FT LONG
- STEEL H-PILES EST. LENGTH 15 FT
- STEEL H-PILES REQ'D FOR PIER.

PIER 4

- STEEL H-TEST PILES 20 FT LONG
- STEEL H-PILES EST. LENGTH 15 FT
- STEEL H-PILES REQ'D FOR PIER.

PILE SPACING SHOWN IS AT BOTTOM OF FOOTING.

PILES TO BE HP12x53.

FOR PILE SPLICE DETAILS SEE DETAIL B202.

PILE TIP PROTECTION REQUIRED.

T. = TOP
B. = BOTTOM
T.&B. = TOP AND BOTTOM
F.F. = FRONT FACE
B.F. = BACK FACE
E.F. = EACH FACE
P1 = PIER 1
P2 = PIER 2
P3 = PIER 3
P4 = PIER 4
P5 = PIER 5
P6 = PIER 6
P7 = PIER 7
P8 = PIER 8

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

SEH

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Date: 1/29/2015
Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE:

PIER 3 & PIER 4
DETAILS

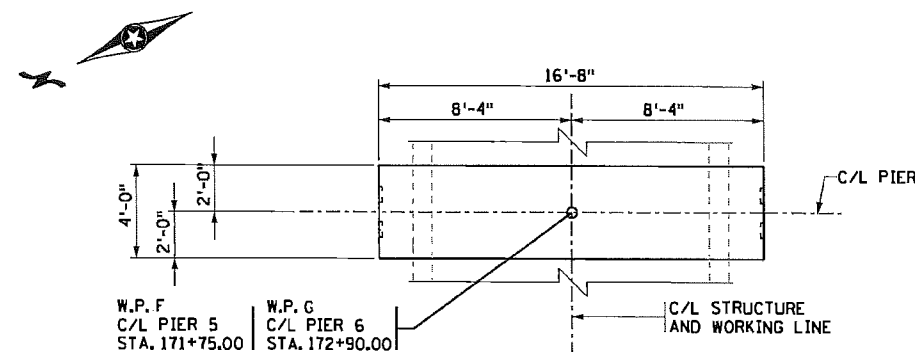
S.P. NO. 3116-139

DES: NCK DR: DLF
CHK: MKM CHK: NCK

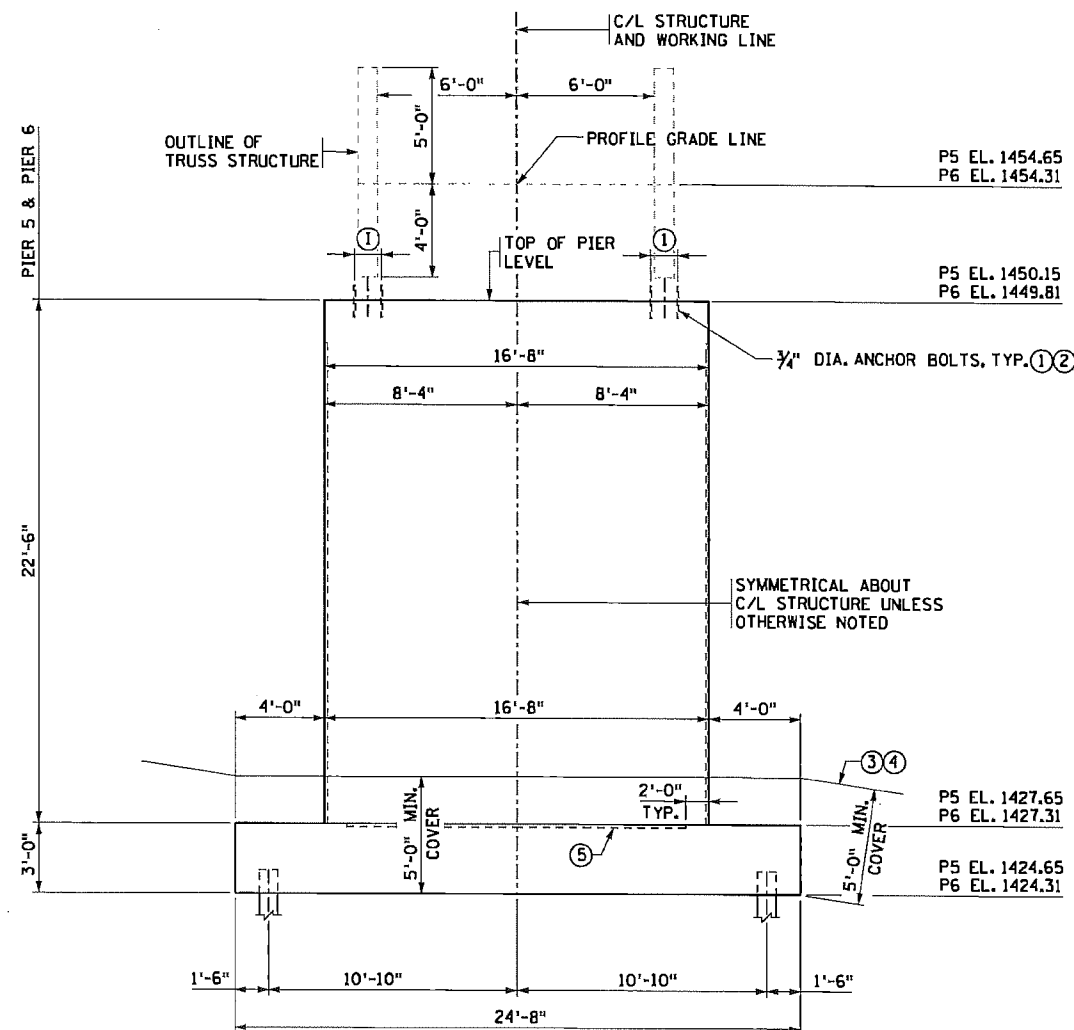
APPROVED:
1/29/15

SHEET NO B12 OF B26 SHEETS

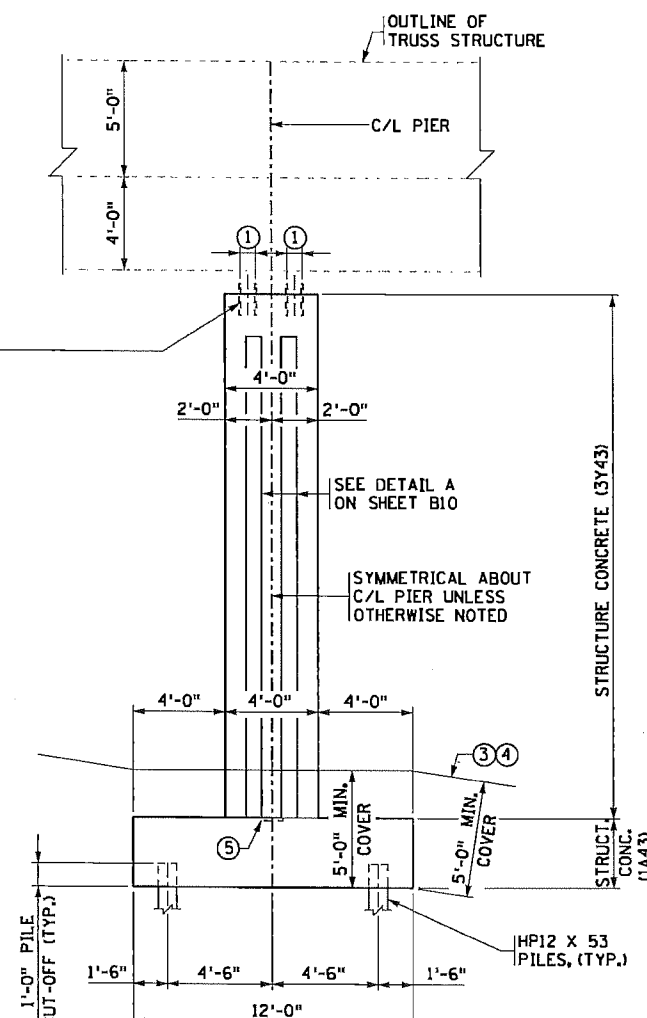
BRIDGE NO
31008



TOP PLAN



ELEVATION



END ELEVATION

PIER NOTES

SEE THIS SHEET AND SHEET B1 FOR DESIGN AND FOUNDATION DATA.

SEE SHEET B20 FOR BAR LIST AND SUMMARY OF QUANTITIES.

SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS NOT SPECIFICALLY CALLED OUT IN PLANS.

ANY ADJUSTMENTS REQUIRED TO ACCOMMODATE PIERS SEAT
RAISE OF 8" OR 8" LOWER WILL BE CONSIDERED INCIDENTAL. BAR STEEL
QUANTITIES FOR THE ABUTMENTS AND PIERS ACCOMMODATE POTENTIAL 8"
INCREASE OR DECREASE IN SEAT ELEVATIONS. CONCRETE QUANTITIES FOR
THE ABUTMENTS AND PIERS ARE BASED ON THE PLAN ELEVATIONS.

PROVIDE 2" COVER OVER REINFORCEMENT UNLESS SHOWN OTHERWISE.

PROVIDE $\frac{3}{4}$ " CHAMFER ON ALL ABOVE GRADE CORNERS.

PIER 5 COMPUTED PILE LOAD - TONS/PILE	
FACTORED DEAD LOAD	66.4
FACTORED LIVE LOAD	9.3
FACTORED OVERTURNING	5.0
*FACTORED DESIGN LOAD	80.7

*BASED ON STRENGTH I LOAD COMBINATION

PIER 5 REQUIRED NOMINAL PILE BEARING RESISTANCE FOR H-PILES R_n – Tons/Pile		
FIELD CONTROL METHOD	Φ _{dyn}	*R _n
MnDOT Pile Formula 2012 (MPF12) $R_n = 20 \sqrt{\frac{WxH}{1000} \times \log \left(\frac{10}{S} \right)}$	0.60	134.5
PDA	0.65	124.5

$$*R_n = (\text{Factored Design Load}) / \phi_{dyn}$$

PIER 6 COMPUTED PILE LOAD - TONS/PILE	
FACTORED DEAD LOAD	66.4
FACTORED LIVE LOAD	9.3
FACTORED OVERTURNING	5.0
*FACTORED DESIGN LOAD	80.7

*BASED ON STRENGTH I LOAD COMBINATION

PIER 6 REQUIRED NOMINAL PILE BEARING RESISTANCE FOR H-PILES R_n – Tons/Pile		
FIELD CONTROL METHOD	ϕ_{dyn}	*R _n
MnDOT Pile Formula 2012 (MPF12) $R_n = 20 \sqrt{\frac{WxH}{1000} \times \log\left(\frac{10}{S}\right)}$	0.60	134.5
PDA	0.65	124.5

$$*R_n = (\text{Factored Design Load}) / \phi_{dyn}$$

NOTES

- ① VERIFY DIMENSIONS WITH SUPERSTRUCTURE MANUFACTURER.
- ② INCLUDED IN PRICE BID FOR ITEM 2402.521 "STRUCTURE STEEL (3306)". GALVANIZED ANCHOR BOLTS, NUTS AND WASHERS PER MDOT SPEC 3392. BRIDGE MANUFACTURER SHALL BE RESPONSIBLE FOR DETERMINING ANCHORAGE SIZE AND LOCATION.
- ③ SEE GRADING PLANS FOR BACKFILLING REQUIREMENTS.
- ④ EMBANKMENT, TOPSOIL & TURF ESTABLISHMENT WILL BE PLACED BY OTHERS.
- ⑤ CONSTRUCTION JOINT AND 2" X 12" KEYWAY.

PILE NOTES

PIER 5

- 1 STEEL H-TEST PILES 20 FT LONG
5 STEEL H-PILES EST. LENGTH 15 FT
6 STEEL H-PILES REQ'D FOR PIER.

PIER 6

- 1 STEEL H-TEST PILES 20 FT LONG
5 STEEL H-PILES EST. LENGTH 15 FT
6 STEEL H-PILES REQ'D FOR PIER.

PILE SPACING SHOWN IS AT BOTTOM OF FOOTING.

PILES TO BE HP12x53.

FOR PILE SPLICE DETAILS SEE DETAIL B202.

PILE TIP PROTECTION REQUIRED.

T. = TOP
B. = BOTTOM
T.&B. = TOP AND BOTTOM
F.F. = FRONT FACE
B.F. = BACK FACE
E.F. = EACH FACE

P1 = PIER 1
P2 = PIER 2
P3 = PIER 3
P4 = PIER 4
P5 = PIER 5
P6 = PIER 6
P7 = PIER 7
P8 = PIER 8

DATE	DESCRIPTION	APPROVED BY
REVISIONS		



3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota

Signature: JEFF A. JOHNSON Date: 1/29/2015
 Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE:

PIER 5 & PIER 6 DETAILS

S.P. NO. 3116-139

DES: NCK	DR: DLF
CHK: MKM	CHK: NCK

APPROVED: 11291

BRIDGE NO
31008



C/L STRUCTURE AND WORKING LINE

SYN. ABOUT C/L STRUCTURE
UNLESS OTHERWISE NOTED

W.P. B C/L PIER 1 STA. 166+65.00	W.P. C C/L PIER 2 STA. 167+95.00	W.P. D C/L PIER 3 STA. 169+25.00	W.P. E C/L PIER 4 STA. 170+55.00
W.P. F C/L PIER 5 STA. 171+75.00	W.P. G C/L PIER 6 STA. 172+90.00	W.P. H C/L PIER 7 STA. 174+10.00	W.P. J C/L PIER 8 STA. 175+30.00

TEST PILE -
PIER 2 & PIER 5

TEST PILE -
PIER 3 & PIER 8

C/L PIER



SYM. ABOUT C/L PIER
UNLESS OTHERWISE NOTED

16'-6" P1
14'-0" P2, P7, P8
15'-0" P3, P4
12'-0" P5, P6

Diagram illustrating the dimensions and labels for a pile shaft:

- 13'-6" P1
- 11'-0" P2, P7, PB
- 12'-0" P3, P4
- 9'-0" P5, P6
- 1'-6"
- 1'-6"
- 12'-0" P5, P6

The figure consists of two identical vertical dimension lines side-by-side. Each line has four horizontal tick marks corresponding to the following heights from top to bottom: 8'-3", 7'-0", 7'-6", and 6'-0". To the right of each tick mark are labels for points: P1 at 8'-3", P2, P7, and P8 at 7'-0", P3 and P4 at 7'-6", and P5 and P6 at 6'-0". The left dimension line has arrows at both ends, while the right one has an arrow at the bottom end.

Diagram illustrating the layout of vertical reinforcement bars (P1 through P12) along a 10-foot wall. The wall is divided into three sections: a 2'-0" section on the left, a 6'-0" section in the middle, and a 2'-0" section on the right. The reinforcement bars are spaced at 6 inches, with 3 inches from the ends. The bars are labeled as follows:

- Left section (2'-0"): P1, P2, P3, P4
- Middle section (6'-0"): P5, P6, P7, P8
- Right section (2'-0"): P9, P10, P11, P12

TEST PILE -
PIER 1 & PIER 7

P1	:	25-	C1011 (B),	25-	C612 (T)
P2	:	25-	D1011 (B),	25-	D612 (T)
P3	:	25-	E1011 (B),	25-	E612 (T)
P4	:	25-	F1011 (B),	25-	F612 (T)
P5	:	25-	G1011 (B),	25-	G612 (T)
P6	:	25-	H1011 (B),	25-	H612 (T)
P7	:	25-	J1011 (B),	25-	J612 (T)
P8	:	25-	K1011 (B),	25-	K612 (T)

24 SPS, @ 1'-0" = 24'-0"
FTG. TRANS. T.&B. SPACING

**TYPICAL FOOTING PLAN - ALL PIERS SHOWING PILE LAYOUT,
FOOTING REINFORCEMENT AND DOWEL LAYOUT**

NOTES

SEE SHEET B10 THRU B13 FOR
PIER NOTES.

(*) = SPACE BARS TO CLEAR ANCHOR BOLTS BY 2" MIN. CLR.

"C" = INDICATES PIER 1 BARS
 "D" = INDICATES PIER 2 BARS
 "E" = INDICATES PIER 3 BARS
 "F" = INDICATES PIER 4 BARS
 "G" = INDICATES PIER 5 BARS
 "H" = INDICATES PIER 6 BARS
 "J" = INDICATES PIER 7 BARS
 "K" = INDICATES PIER 8 BARS

T. = TOP
B. = BOTTOM

T.&B. = TOP AND BOTTOM

F.F. = FRONT FACE
B.F. = BACK FACE
E.F. = EACH FACE

P1 = PIER 1
P2 = PIER 2
P3 = PIER 3
P4 = PIER 4
P5 = PIER 5
P6 = PIER 6
P7 = PIER 7
P8 = PIER 8

DATE	DESCRIPTION	APPROVED BY
REVISIONS		



3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota

Page 60 of 84 Date: 1/2/2011
Printed Name: JEFF A. JOHNSON Reg. No.

TITLE:	PIER DETAILS - ALL PIERS
--------	--------------------------

S.P. NO. 3116-139

DES: NCK	DR: DLF
CHK: MKM	CHK: NCK

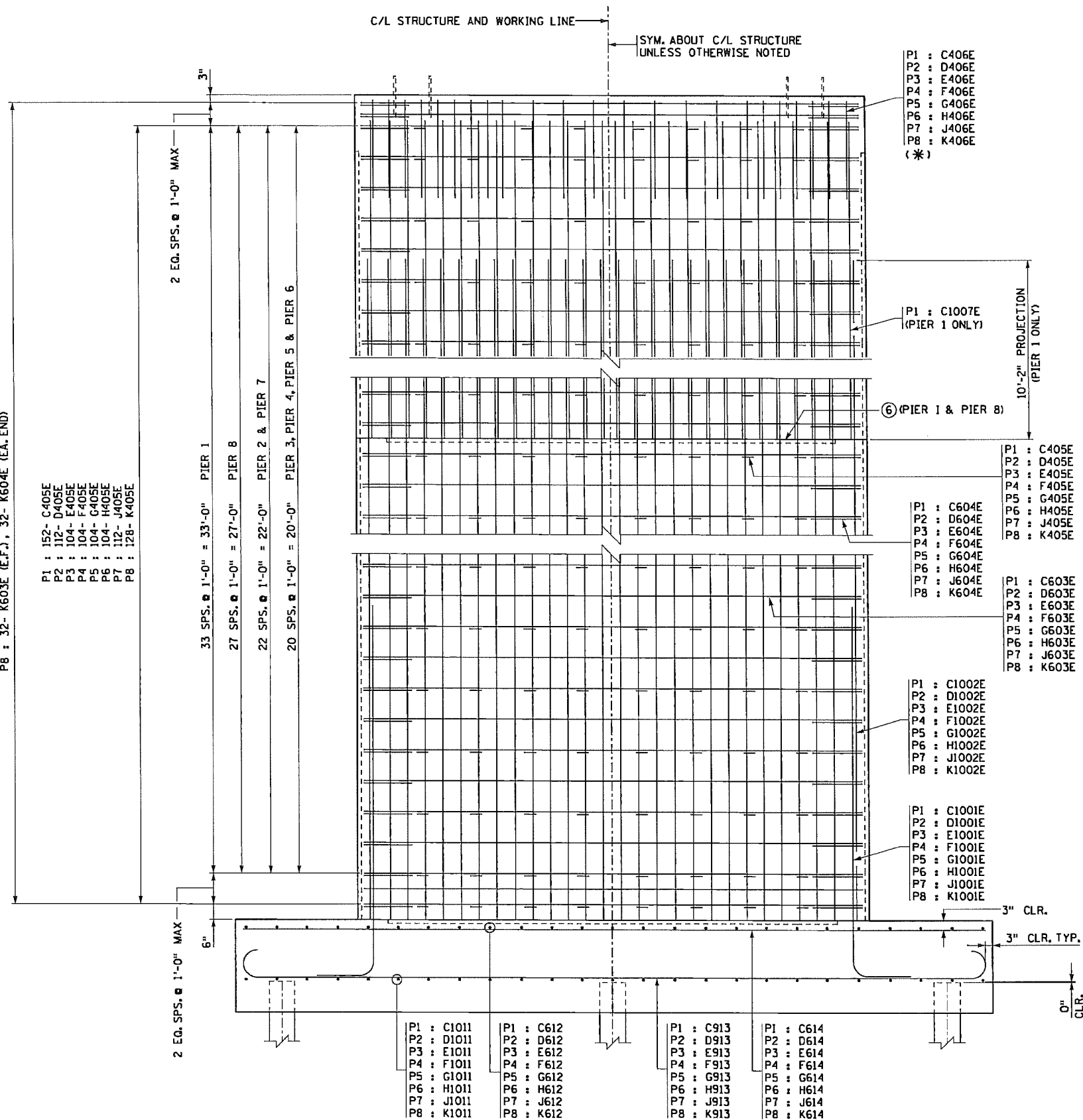
APPROVED: 11/29/95

SHEET NO B14 OF B26 SHEETS

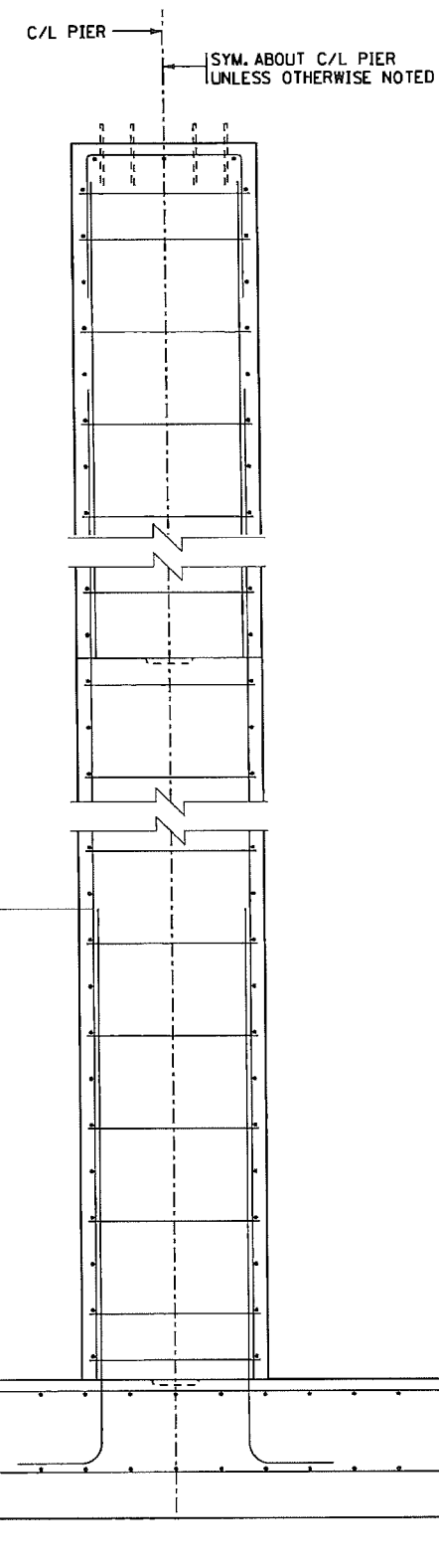
BRIDGE NO
31008

P1 : 38- C603E (E.F.), 38- C604E (E.A. END)
 P2 : 27- D603E (E.F.), 27- D604E (E.A. END)
 P3 : 25- E603E (E.F.), 25- E604E (E.A. END)
 P4 : 25- F603E (E.F.), 25- F604E (E.A. END)
 P5 : 25- G603E (E.F.), 25- G604E (E.A. END)
 P6 : 25- H603E (E.F.), 25- H604E (E.A. END)
 P7 : 27- J603E (E.F.), 27- J604E (E.A. END)
 P8 : 32- K603E (E.F.), 32- K604E (E.A. END)

P1 : 152- C405E
 P2 : 112- D405E
 P3 : 104- E405E
 P4 : 104- F405E
 P5 : 104- G405E
 P6 : 104- H405E
 P7 : 112- J405E
 P8 : 128- K405E



TYPICAL ELEVATION - ALL PIERS UNLESS SHOWN OR NOTED
 SHOWING REINFORCEMENT



TYPICAL SECTION - ALL PIERS UNLESS SHOWN OR NOTED
 SHOWING REINFORCEMENT

NOTES

SEE SHEET B10 THRU B13 FOR PIER NOTES.

(*) = SPACE BARS TO CLEAR ANCHOR BOLTS BY 2" MIN. CLR.

"C" = INDICATES PIER 1 BARS
 "D" = INDICATES PIER 2 BARS
 "E" = INDICATES PIER 3 BARS
 "F" = INDICATES PIER 4 BARS
 "G" = INDICATES PIER 5 BARS
 "H" = INDICATES PIER 6 BARS
 "J" = INDICATES PIER 7 BARS
 "K" = INDICATES PIER 8 BARS

T. = TOP
 B. = BOTTOM

T.&B. = TOP AND BOTTOM

F.F. = FRONT FACE
 B.F. = BACK FACE
 E.F. = EACH FACE

P1 = PIER 1
 P2 = PIER 2
 P3 = PIER 3
 P4 = PIER 4
 P5 = PIER 5
 P6 = PIER 6
 P7 = PIER 7
 P8 = PIER 8

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
 ST. PAUL, MN 55110
 PHONE (651) 490-2000
 FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
 Signature: *Jeff A. Johnson* Date: 1/29/2015
 Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE:
 PIER DETAILS - ALL PIERS

S.P. NO. 3116-139

DES: NCK DR: DLF
 CHK: MKM CHK: NCK

APPROVED:
112915

SHEET NO B16 OF B26 SHEETS

BRIDGE NO
 31008

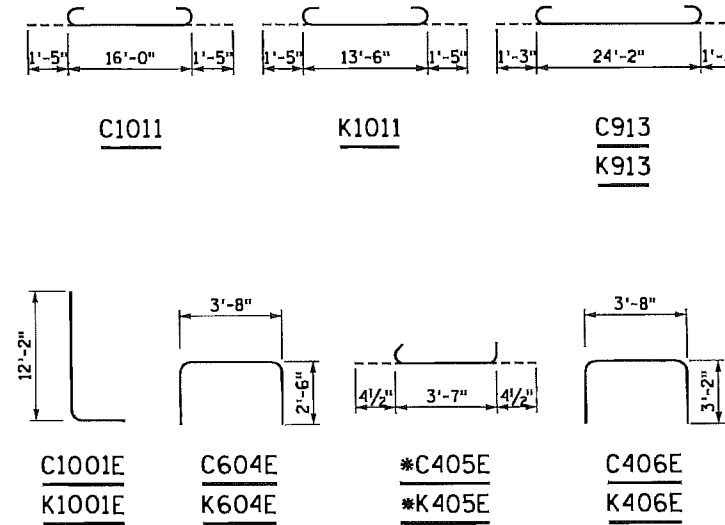
PIER 1 BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 1 BLACK BARS				
C1011	25	18'-10"	BENT	FTG. TRANS. B
C612	25	16'-0"	STR	FTG. TRANS. T
C913	17	26'-8"	BENT	FTG. LONGIT. B.
C614	17	24'-2"	STR	FTG. LONGIT. T.

PIER 1 EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 1 EPOXY COATED BARS				
C1001E	68	14'-0"	BENT	FTG.DOWEL
C1002E	68	30'-2"	STR	COL. VERTS.
C603E	76	16'-4"	STR	COL. HORIZ.
C604E	76	8'-8"	BENT	COL. END TIE
C405E	152	4'-4"	BENT	COL. TIES
C406E	24	10'-0"	BEND	COL. TOP TIES
C1007E	68	14'-8"	STR	COL. UPPER VERTS.

PIER 8 BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 8 BLACK BARS				
K1011	25	16'-4"	BENT	FTG. TRANS. B
K612	25	13'-6"	STR	FTG. TRANS. T
K913	14	26'-8"	BENT	FTG. LONGIT. B.
K614	14	24'-2"	STR	FTG. LONGIT. T.

PIER 8 EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 8 EPOXY COATED BARS				
K1001E	68	14'-0"	BENT	FTG.DOWEL
K1002E	68	28'-8"	STR	COL. VERTS.
K603E	64	16'-4"	STR	COL. HORIZ.
K604E	64	8'-8"	BENT	COL. END TIE
K405E	128	4'-4"	BENT	COL. TIES
K406E	24	10'-0"	BEND	COL. TOP TIES

BAR BENDING DIAGRAMS



SUMMARY OF QUANTITIES PIER 1 & PIER 8			
ITEM	UNIT	TOTAL	
		PIER 1	PIER 8
STRUCTURAL CONCRETE (1A43)	CU YD	45.5	38.5
STRUCTURAL CONCRETE (3Y43)	CU YD	88	73
REINFORCEMENT BARS	POUND	4790	4040
REINFORCEMENT BARS (EPOXY COATED)	POUND	20670	15420
PILE TIP PROTECTION 12"	EACH	6	6
STEEL H-PILING DELIVERED 12"	LIN. FT.	75	75
STEEL H-PILING DRIVEN 12"	LIN. FT.	75	75
STEEL H-TEST PILE 20 FT LONG 12"	EACH	1	1

① DOES NOT INCLUDE TEST PILES.

* BAR USES STANDARD STIRRUP AND TIE HOOKS.

NOTE:
BENT BAR DIMENSIONS GIVEN ARE OUT-TO-OUT. ACTUAL BAR LENGTHS SHALL BE DETERMINED BASED ON DIMENSIONS SHOWN IN THE BAR BENDING DIAGRAMS. TOTAL BAR LENGTHS SHOWN ARE FOR USE IN COMPUTING REINFORCEMENT BAR WEIGHTS FOR PAYMENT.

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150
SEH

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *[Signature]* Date: 1/29/2015
Printed Name: JEFF A. JOHNSON Reg. No. 172B0

TITLE: BILL OF REINFORCEMENT
AND QUANTITIES FOR
PIER 1 & PIER 8

S.P. NO. 3116-139

DES: NCK DR: DLF APPROVED: *[Signature]*
CHK: MKM CHK: NCK
SHEET NO B17 OF B26 SHEETS

BRIDGE NO
31008

1:05:13 PM
1/29/2015
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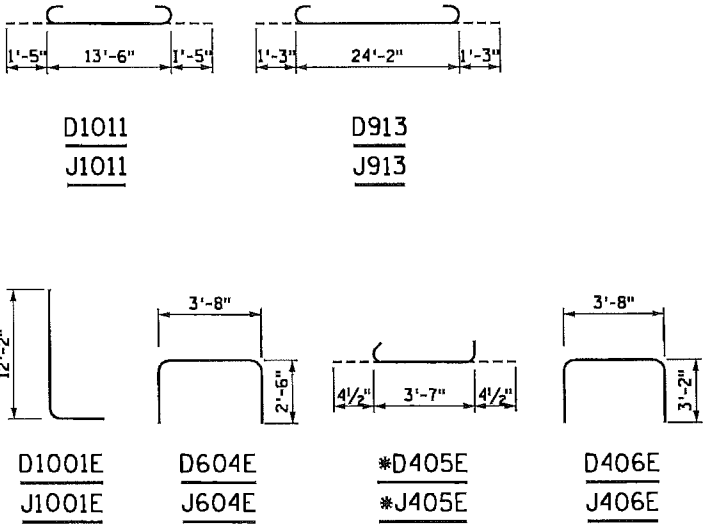
PIER 2 BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 2 BLACK BARS				
D1011	25	16'-4"	BENT	FTG. TRANS. B
D612	25	13'-6"	STR	FTG. TRANS. T
D913	14	26'-8"	BENT	FTG. LONGIT. B.
D614	14	24'-2"	STR	FTG. LONGIT. T.

PIER 2 EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 2 EPOXY COATED BARS				
D1001E	68	14'-0"	BENT	FTG.DOWEL
D1002E	68	23'-8"	STR	COL. VERTS.
D603E	54	16'-4"	STR	COL. HORIZ.
D604E	54	8'-8"	BENT	COL. END TIE
D405E	112	4'-4"	BENT	COL. TIES
D406E	24	10'-0"	BEND	COL. TOP TIES

PIER 7 BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 7 BLACK BARS				
J1011	25	16'-4"	BENT	FTG. TRANS. B
J612	25	13'-6"	STR	FTG. TRANS. T
J913	14	26'-8"	BENT	FTG. LONGIT. B.
J614	14	24'-2"	STR	FTG. LONGIT. T.

PIER 7 EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 7 EPOXY COATED BARS				
J1001E	68	14'-0"	BENT	FTG.DOWEL
J1002E	68	23'-8"	STR	COL. VERTS.
J603E	54	16'-4"	STR	COL. HORIZ.
J604E	54	8'-8"	BENT	COL. END TIE
J405E	112	4'-4"	BENT	COL. TIES
J406E	24	10'-0"	BEND	COL. TOP TIES

BAR BENDING DIAGRAMS



* BAR USES STANDARD STIRRUP AND TIE HOOKS.

NOTE:
BENT BAR DIMENSIONS GIVEN ARE OUT-TO-OUT. ACTUAL BAR LENGTHS SHALL BE DETERMINED BASED ON DIMENSIONS SHOWN IN THE BAR BENDING DIAGRAMS. TOTAL BAR LENGTHS SHOWN ARE FOR USE IN COMPUTING REINFORCEMENT BAR WEIGHTS FOR PAYMENT.

SUMMARY OF QUANTITIES PIER 2 & PIER 7			
ITEM	UNIT	TOTAL	
		PIER 2	PIER 7
STRUCTURAL CONCRETE (1A43)	CU YD	38.5	38.5
STRUCTURAL CONCRETE (3Y43)	CU YD	60.5	60.5
REINFORCEMENT BARS	POUND	4040	4040
REINFORCEMENT BARS (EPOXY COATED)	POUND	13530	13530
PILE TIP PROTECTION 12"	EACH	6	6
STEEL H-PILING DELIVERED 12"	LIN. FT.	75	75
STEEL H-PILING DRIVEN 12"	LIN. FT.	75	75
STEEL H-TEST PILE 20 FT LONG 12"	EACH	1	1

① DOES NOT INCLUDE TEST PILES.

DATE	DESCRIPTION	APPROVED BY
REVISIONS		

3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150
SEH

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: JEFF A. JOHNSON Date: 1/29/2015
Page 64 of 81
Project Name: BRIDGE NO. 31008 Reg. No. 17280

TITLE: **BILL OF REINFORCEMENT
AND QUANTITIES FOR
PIER 2 & PIER 7**

S.P. NO. 3116-139
DES: NCK DR: DLF
CHK: MKM CHK: NCK
APPROVED: 11/29/15
SHEET NO B18 OF B26 SHEETS

BRIDGE NO
31008

1:05:14 PM

1/29/2015

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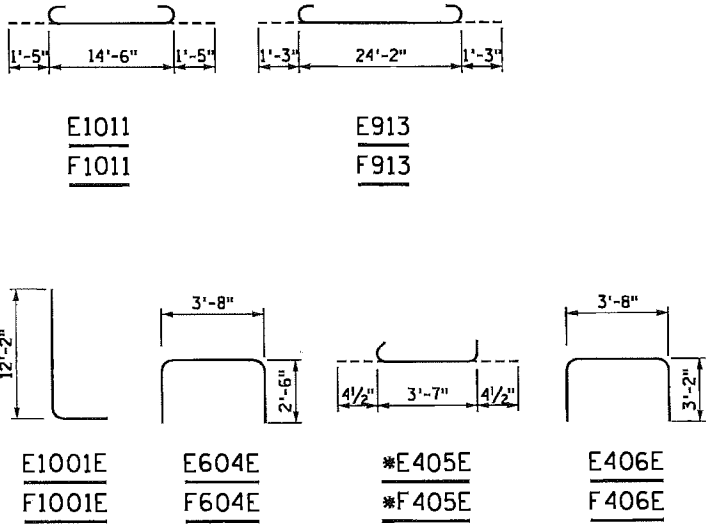
PIER 3 BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 3 BLACK BARS				
E1011	25	17'-4"	BENT	FTG. TRANS. B
E612	25	14'-6"	STR	FTG. TRANS. T
E913	15	26'-8"	BENT	FTG. LONGIT. B.
E614	15	24'-2"	STR	FTG. LONGIT. T.

PIER 3 EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 3 EPOXY COATED BARS				
E1001E	68	14'-0"	BENT	FTG.DOWEL
E1002E	68	21'-8"	STR	COL. VERTS.
E603E	50	16'-4"	STR	COL. HORIZ.
E604E	50	8'-8"	BENT	COL. END TIE
E405E	104	4'-4"	BENT	COL. TIES
E406E	24	10'-0"	BEND	COL. TOP TIES

PIER 4 BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 4 BLACK BARS				
F1011	25	17'-4"	BENT	FTG. TRANS. B
F612	25	14'-6"	STR	FTG. TRANS. T
F913	15	26'-8"	BENT	FTG. LONGIT. B.
F614	15	24'-2"	STR	FTG. LONGIT. T.

PIER 4 EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 4 EPOXY COATED BARS				
F1001E	68	14'-0"	BENT	FTG.DOWEL
F1002E	68	21'-8"	STR	COL. VERTS.
F603E	50	16'-4"	STR	COL. HORIZ.
F604E	50	8'-8"	BENT	COL. END TIE
F405E	104	4'-4"	BENT	COL. TIES
F406E	24	10'-0"	BEND	COL. TOP TIES

BAR BENDING DIAGRAMS



* BAR USES STANDARD STIRRUP AND TIE HOOKS.

NOTE:
BENT BAR DIMENSIONS GIVEN ARE OUT-TO-OUT. ACTUAL BAR LENGTHS SHALL BE DETERMINED BASED ON DIMENSIONS SHOWN IN THE BAR BENDING DIAGRAMS. TOTAL BAR LENGTHS SHOWN ARE FOR USE IN COMPUTING REINFORCEMENT BAR WEIGHTS FOR PAYMENT.

SUMMARY OF QUANTITIES PIER 3 & PIER 4			
ITEM	UNIT	TOTAL	
		PIER 3	PIER 4
STRUCTURAL CONCRETE (1A43)	CU YD	41	41
STRUCTURAL CONCRETE (3Y43)	CU YD	55.5	55.5
REINFORCEMENT BARS	POUND	4310	4310
REINFORCEMENT BARS (EPOXY COATED)	POUND	12780	12780
PILE PLACEMENT	EACH	6	6
PILE TIP PROTECTION 12"	LIN. FT.	75	75
STEEL H-PILE DELIVERED 12"	LIN. FT.	75	75
STEEL H-PILE DRIVEN 12"	EACH	1	1
STEEL H-TEST PILE 20 FT LONG 12"			

① DOES NOT INCLUDE TEST PILES.

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150
SEH

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *Jeff A. Johnson* Date: 1/28/2015
Page 65 of 83 Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE: BILL OF REINFORCEMENT AND QUANTITIES FOR PIER 3 & PIER 4

S.P. NO. 3116-139
DES: NCK DR: DLF
CHK: MKM CHK: NCK
APPROVED: *1/29/15*
SHEET NO B19 OF B26 SHEETS

BRIDGE NO 31008

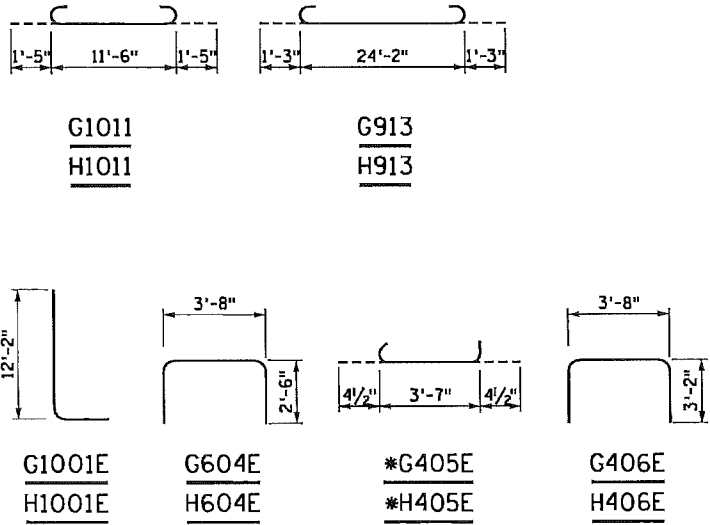
PIER 5 BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 5 BLACK BARS				
G1011	25	14'-4"	BENT	FTG. TRANS. B
G612	25	11'-6"	STR	FTG. TRANS. T
G913	12	26'-8"	BENT	FTG. LONGIT. B.
G614	12	24'-2"	STR	FTG. LONGIT. T.

PIER 5 EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 5 EPOXY COATED BARS				
G1001E	68	14'-0"	BENT	FTG.DOWEL
G1002E	68	21'-8"	STR	COL. VERTS.
G603E	50	16'-4"	STR	COL. HORIZ.
G604E	50	8'-8"	BENT	COL. END TIE
G405E	104	4'-4"	BENT	COL. TIES
G406E	24	10'-0"	BEND	COL. TOP TIES

PIER 6 BLACK BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 6 BLACK BARS				
H1011	25	14'-4"	BENT	FTG. TRANS. B
H612	25	11'-6"	STR	FTG. TRANS. T
H913	12	26'-8"	BENT	FTG. LONGIT. B.
H614	12	24'-2"	STR	FTG. LONGIT. T.

PIER 6 EPOXY BARS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
PIER 6 EPOXY COATED BARS				
H1001E	68	14'-0"	BENT	FTG.DOWEL
H1002E	68	21'-8"	STR	COL. VERTS.
H603E	50	16'-4"	STR	COL. HORIZ.
H604E	50	8'-8"	BENT	COL. END TIE
H405E	104	4'-4"	BENT	COL. TIES
H406E	24	10'-0"	BEND	COL. TOP TIES

BAR BENDING DIAGRAMS



■ BAR USES STANDARD STIRRUP AND TIE HOOKS.

NOTE:
BENT BAR DIMENSIONS GIVEN ARE OUT-TO-OUT. ACTUAL BAR LENGTHS SHALL BE DETERMINED BASED ON DIMENSIONS SHOWN IN THE BAR BENDING DIAGRAMS. TOTAL BAR LENGTHS SHOWN ARE FOR USE IN COMPUTING REINFORCEMENT BAR WEIGHTS FOR PAYMENT.

SUMMARY OF QUANTITIES PIER 5 & PIER 6			
ITEM	UNIT	TOTAL	
		PIER 5	PIER 6
STRUCTURAL CONCRETE (1A43)	CU YD	33	33
STRUCTURAL CONCRETE (3Y43)	CU YD	55.5	55.5
REINFORCEMENT BARS	POUND	3500	3500
REINFORCEMENT BARS (EPOXY COATED)	POUND	12780	12780
PILE TIP PROTECTION 12"	EACH	6	6
STEEL H-PILING DELIVERED 12"	LIN. FT.	75	75
STEEL H-PILING DRIVEN 12"	LIN. FT.	75	75
STEEL H-TEST PILE 20 FT LONG 12"	EACH	1	1

① DOES NOT INCLUDE TEST PILES.

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	

3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150
SEH

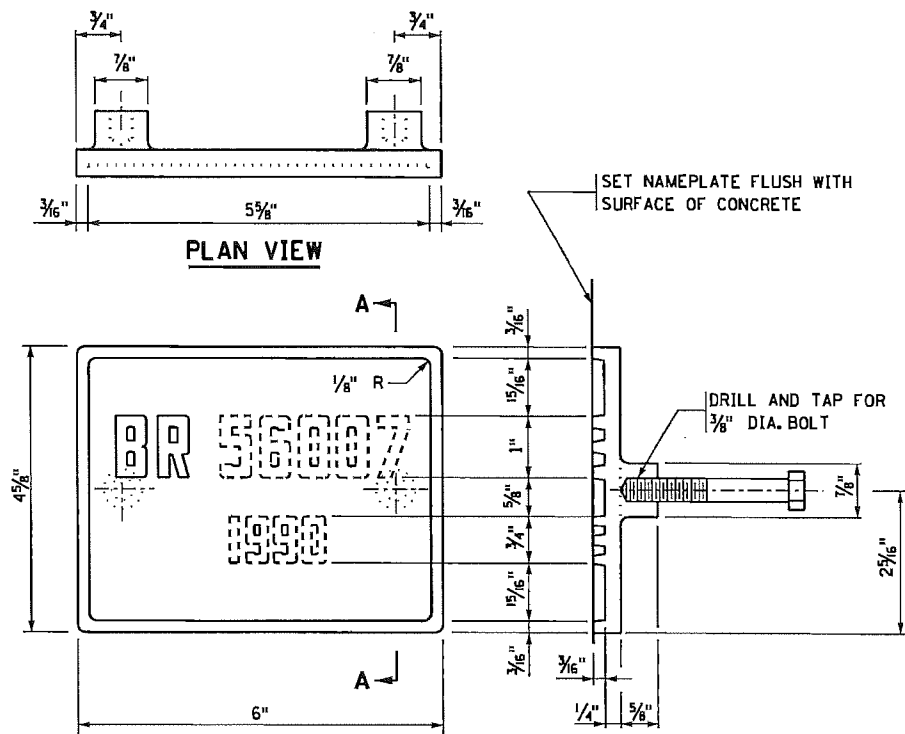
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: JEFF A. JOHNSON Date: 1/29/2015
Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE: **BILL OF REINFORCEMENT
AND QUANTITIES FOR
PIER 5 & PIER 6**

S.P. NO. 3116-139
DES: NCK DR: DLF
CHK: MKM CHK: NCK
APPROVED: 11/29/15
SHEET NO B20 OF B26 SHEETS

BRIDGE NO
31008

1:05:15 PM
1/29/2015
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Mesabi Metallics Long Term Pipeline Lease



THE DASHED NUMBERS SHOWN ABOVE ARE FOR ILLUSTRATION.
DATA TO BE SHOWN ON NAMEPLATE IS AS FOLLOWS:

BRIDGE 31008
YEAR 2015

1234567890

NUMBERS FOR NAMEPLATE

NOTES:

- MATERIAL SHALL COMPLY WITH SPEC. 3327.
- LETTERS AND NUMBERS SHALL CONFORM TO THOSE SHOWN.
- DRAFT ON LETTERS AND NUMBERS SHALL NOT BE MORE THAN 3" IN 12".
- HORIZONTAL SPACING OF LETTERS AND NUMBERS SHALL PRODUCE A BALANCED LAYOUT IN PROPORTION TO SPACING SHOWN.
- TOP SURFACE OF LETTERS, NUMBERS AND FRAMES SHALL BE BURNISHED.
- FURNISH 2 STEEL BOLTS 3/8" DIA. x 3" LONG WITH EACH PLATE.
- ALL DIMENSIONS FOR 3/4" HIGH LETTERS AND NUMBERS SHALL BE IN DIRECT PROPORTION TO THOSE SHOWN FOR THE 1" HIGH LETTERS AND NUMBERS.

APPROVED: NOVEMBER 22, 2002

Daniel J. Johnson
STATE BRIDGE ENGINEER

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

BRIDGE NAMEPLATE
(FOR NEW BRIDGES)

REVISION
09-11-2014

DETAIL NO.

B101

DATE	DESCRIPTION	APPROVED BY

3535 VAUGHAN CENTER DRIVE
ST. PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *Jeff A. Johnson* Date: 1/29/2015
Printed Name: JEFF A. JOHNSON Reg. No. 17280

TITLE:

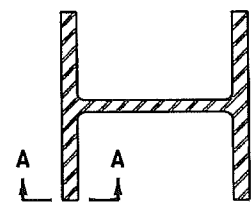
B-DETAILS

S.P. NO. 3116-139

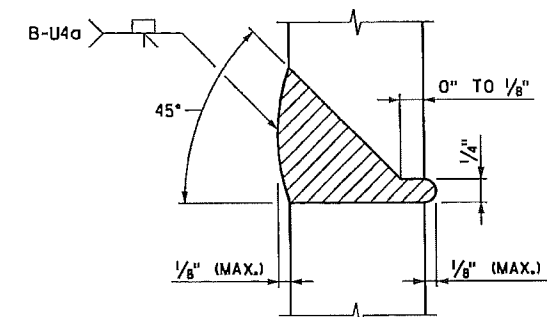
DES: DR: DLF
CHK: CHK: NCK

APPROVED: 1/29/15
SHEET NO B21 OF B26 SHEETS

BRIDGE NO
31008



SECTION AT SPLICE



SECTION A-A

100% BUTT WELDED PILE SPLICE

NOTES:

- CELLULOSIC TYPE ELECTRODES E-6010 OR E-6011 SHALL BE USED FOR 100% BUTT WELDED SPLICES.
- ELECTRODES WHICH HAVE BECOME WET, SOILED OR DAMAGED SHALL NOT BE USED.
- WELDING SHALL NOT BE DONE WHEN THE AMBIENT TEMPERATURE IS LOWER THAN 0° F. OR WHEN THE PILE IS WET OR EXPOSED TO FALLING RAIN OR SNOW. WHEN THE PILE METAL TEMPERATURE IS BELOW 32° F., THE PILE METAL IN THE AREA OF THE WELD SHALL BE HEATED TO A MINIMUM TEMPERATURE OF 70° F. AND MAINTAINED AT THIS TEMPERATURE DURING WELDING.

APPROVED: NOVEMBER 22, 2002

Daniel J. Johnson
STATE BRIDGE ENGINEER

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

PILE SPLICE
(STEEL H BEARING PILES 10" TO 14")

REVISION
11-06-2013

DETAIL NO.

B202

1:05:15 PM
1/29/2015
\\AE\Essar\121005\5-final-dgn\51-drawings\20-Struct\bridge\dgn\cbr_Essar-b910.dgn

Mesabi Metallics Long Term Pipeline Lease

DATE	DESCRIPTION	APPROVED BY
	REVISIONS	



3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *Jeff A. Johnson* Date: 1/28/2015
Page 68 of 68 JEFF A. JOHNSON Reg. No. 17280

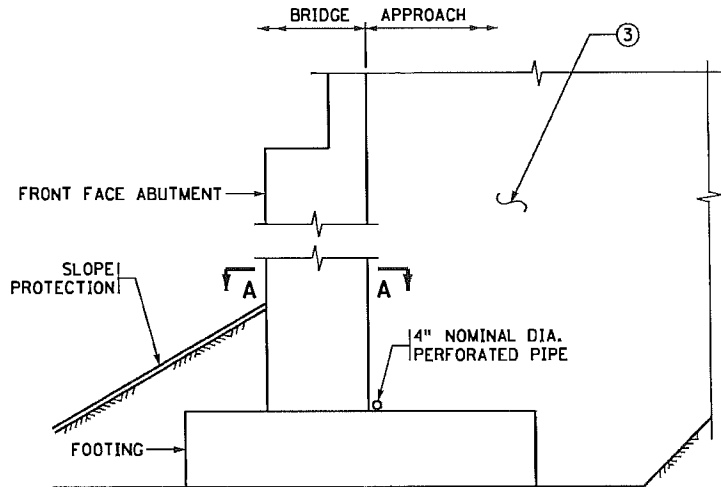
TITLE:

B-DETAILS

S.P. NO. 3116-139

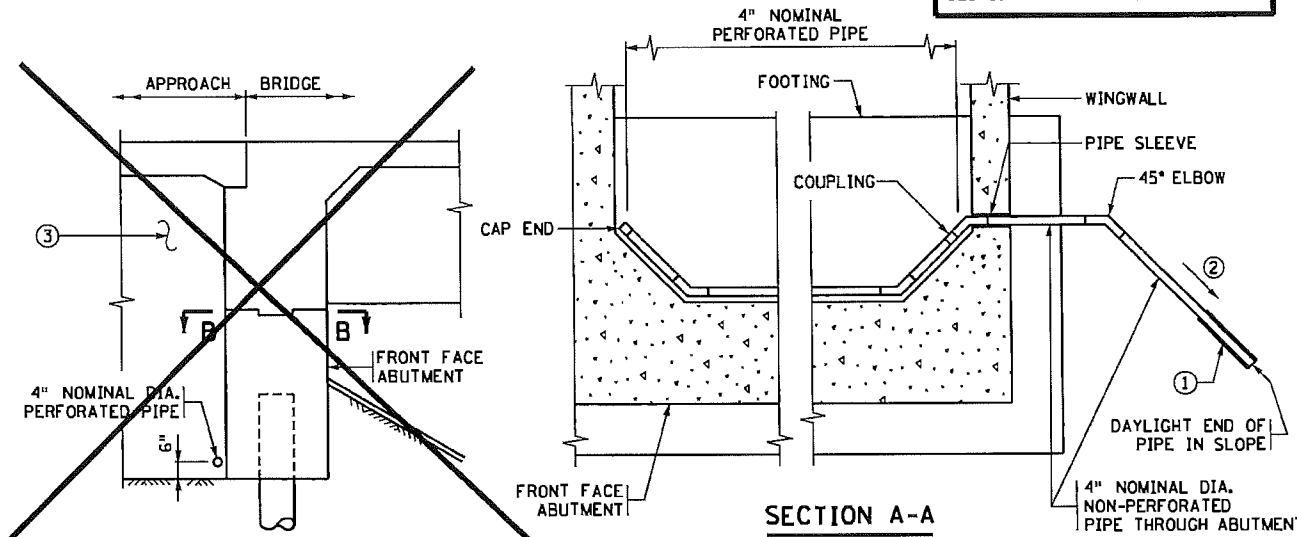
DES: DR: DLF
CHK: CHK: NCK
APPROVED: *1/28/15*
SHEET NO B22 OF B26 SHEETS

BRIDGE NO
31008



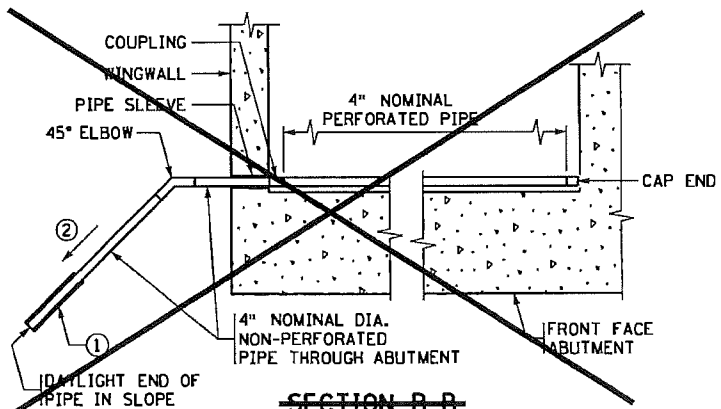
SECTION THROUGH PARAPET AND SEMI-INTEGRAL ABUTMENTS

MODIFIED
SECTION A-A MODIFIED.



SECTION A-A

~~SECTION THROUGH INTEGRAL ABUTMENT~~



~~SECTION B-B~~

NOTES:

PAYMENT WILL BE INCLUDED IN THE SINGLE LUMP SUM PRICE FOR "DRAINAGE SYSTEM TYPE (B910)", INCLUDES BUT IS NOT LIMITED TO 4" DIAMETER PERFORATED AND NON-PERFORATED PIPE, ELBOWS, END CAPS, COUPLINGS, SLEEVES AND PRECAST CONCRETE HEADWALLS.

ALL PIPE TO COMPLY WITH SPEC. 3245.

WRAP PERFORATED PIPE WITH GEOTEXTILE PER SPEC. 3733, TYPE 1. ATTACH TO PIPE PER SPEC. 2502.

① AT CONTRACTORS OPTION, MAY TIE APPROACH PANEL DRAINAGE SYSTEM AND ABUTMENT DRAINAGE SYSTEM INTO A SINGLE PRECAST CONCRETE HEADWALL OR INTO A CATCH BASIN AS LONG AS A MINIMUM OF 1% POSITIVE SLOPE CAN BE MAINTAINED.

USE PRECAST CONCRETE HEADWALL WITH RODENT SCREEN. SEE STANDARD PLATE 3131 FOR DETAILS.

② 1/8" PER FT. MINIMUM SLOPE.

③ REFER TO GRADING PLANS FOR ABUTMENT BACKFILL REQUIREMENTS.

MODIFIED

APPROVED: JANUARY 13, 2015

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

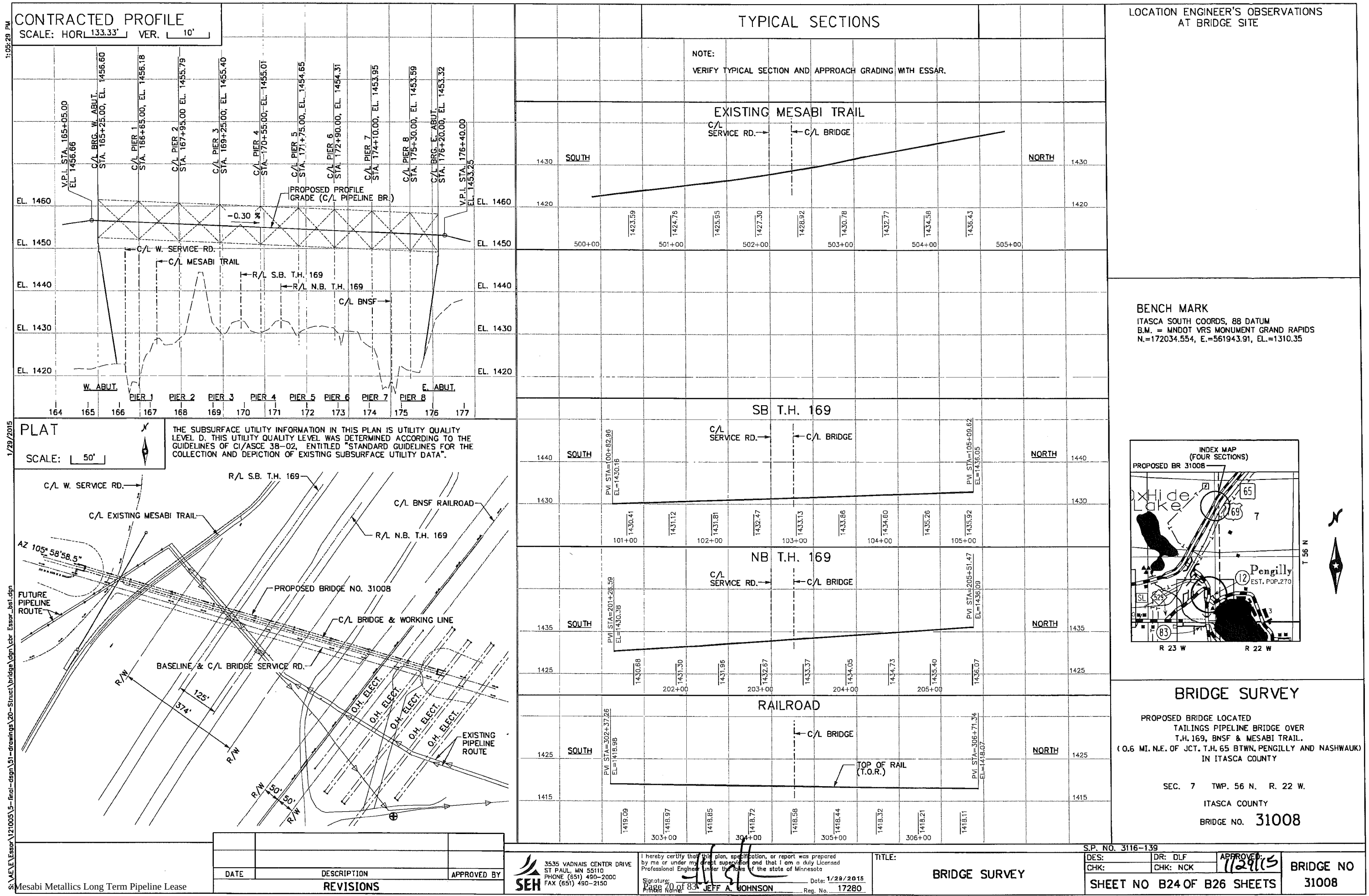
REVISED

DETAIL NO.

Nancy Dubenberger
STATE BRIDGE ENGINEER

DRAINAGE SYSTEM

B910



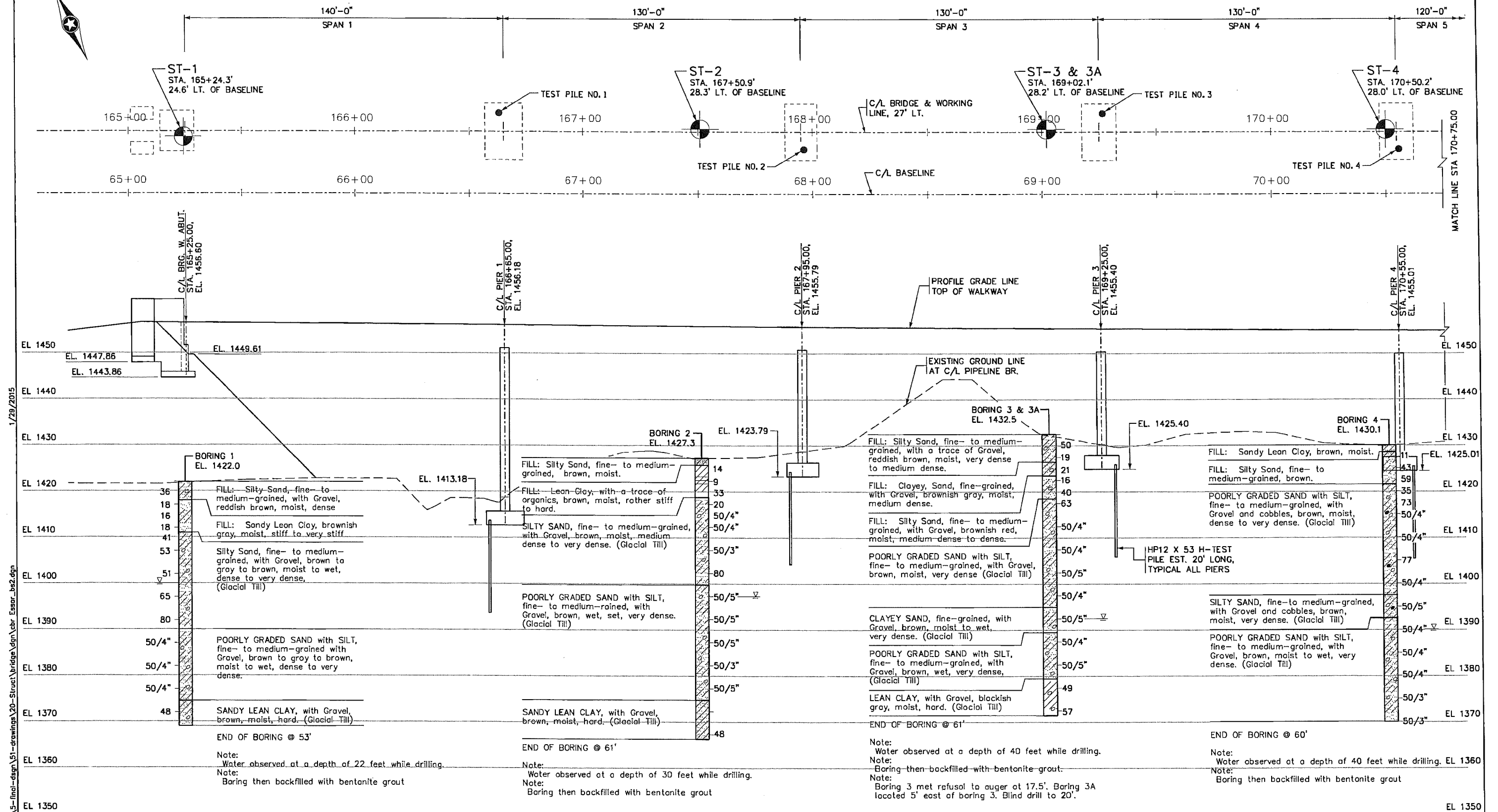
S:\ME\Essar\12100515-final-dgn\51-drawings\20-Struct\bridge\bridge.dgn cbr Essar_jas1.dgn

Mesabi Metallics Long Term Pipeline Lease

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

POT HOLES REQUIRED FOR UTILITY LOCATION VERIFICATION.

NOTE:
BORINGS ARE FROM GEOTECHNICAL EXPLORATION,
PRELIMINARY FOUNDATION ANALYSIS AND REPORT,
BY BRAUN INTERTEC, DATED OCTOBER 3, 2012,
ADDENDUM NO. 1 DATED NOVEMBER 6, 2012, AND
ADDENDUM NO. 2 DATED MAY 24, 2013.



WEST ABUT.			PIER 1
DATE	DESCRIPTION	APPROVED BY	
REVISIONS			



3535 VADNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota

Signature: JEFF A. JOHNSON Date: 1/28/2015
 Printed Name: JEFF A. JOHNSON Rec. No. 17280

TITLE:	
--------	--

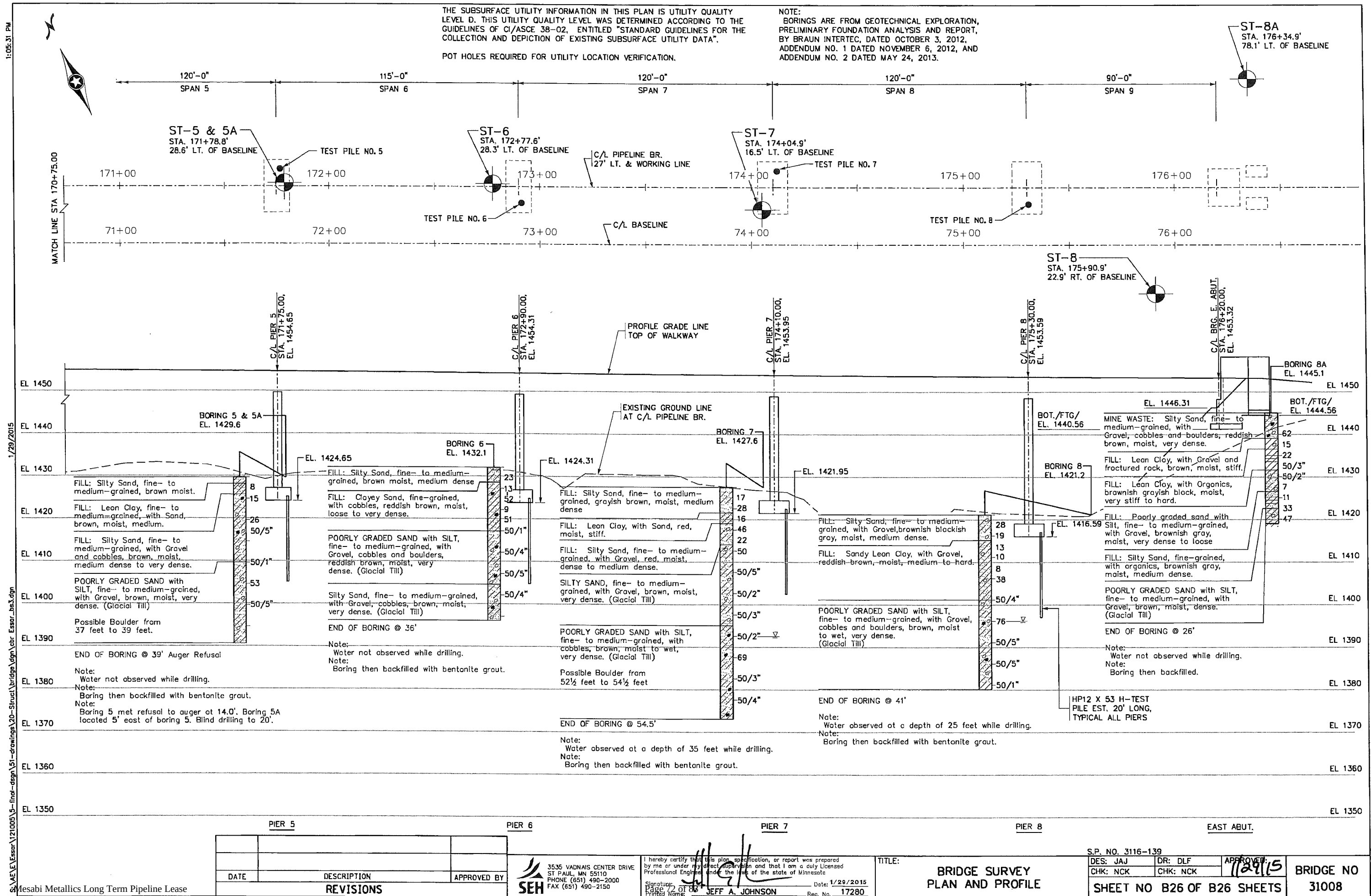
BRIDGE SURVEY
PLAN AND PROFILE

S.P. NO. 3116-139

DES: JAJ	DR: DLF
CHK: NCK	CHK: NCK

APPROVED: 1/29/95

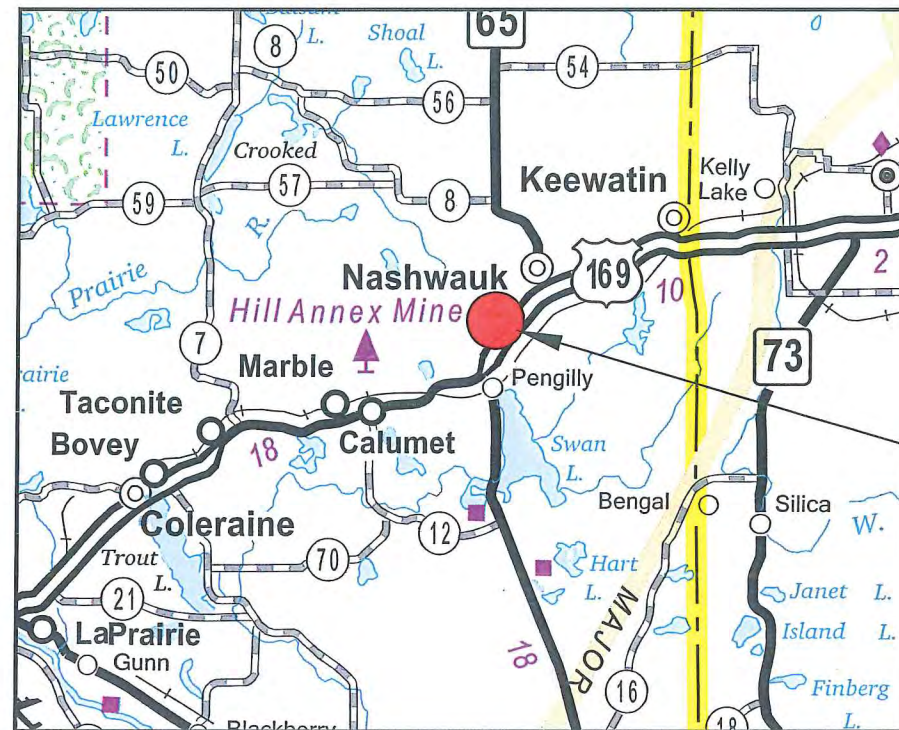
BRIDGE NO
31008



ESSAR STEEL MINNESOTA, LLC

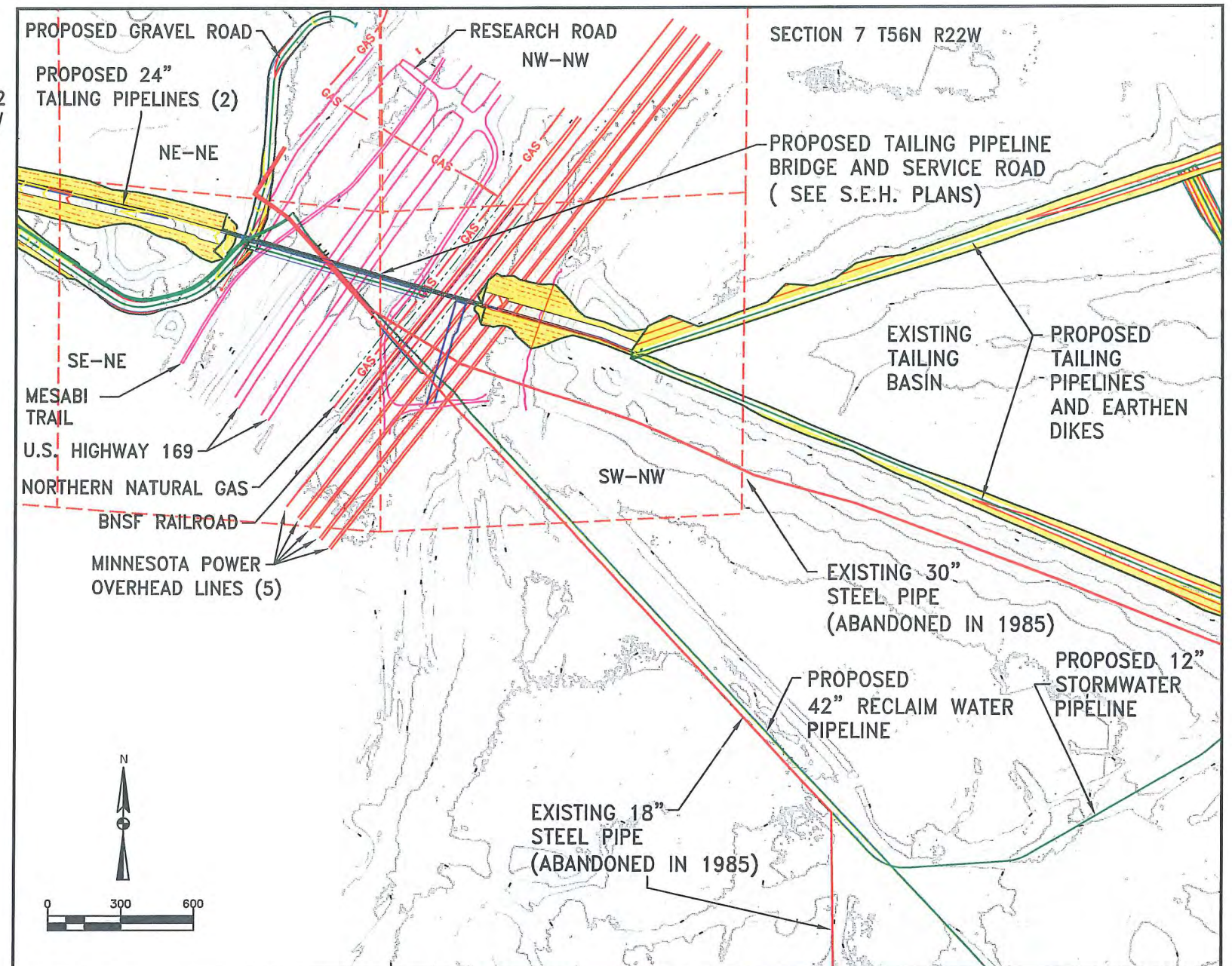
RECLAIM WATER AND STORMWATER PIPELINE PLAN

FOR PROPOSED PIPES CROSSING UNDER HIGHWAY 169, NORTHERN NATURAL GAS, AND BNSF RAILROAD



SITE LOCATION

SECTION 12
T56N R23W



RECLAIM PIPELINE

SITE LOCATION	1
PLAN VIEW	2
PROFILES	3-5
ISOMETRIC VIEW	6
NOTES & DETAILS	7
EROSION CONTROL PLAN	8-9

WARNING

BEFORE DIGGING
CALL 1-800-252-1166
REQUIRED BY LAW

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINTED NAME: Martin J. Halverson
CERTIFIED BY: Martin J. Halverson DATE: 4/30/13

NOTES

REFERENCE

Page 73 of 83

Sr.No.	References	Drawings	Dwg. Nos.	No.	DATE	DESCRIPTION	DRN	APD	FINAL APPROVE	FINAL APD NAME	FILE	PLOT DATE	DRG.No.1016-N000-A02240-0003-0302-0001	REV: 0
				0	4/30/13	FOR PERMITTING	NDH	IAH						
						DESCRIPTION								
						REVISIONS								

THIS DOCUMENT DISCLOSES PROPRIETARY INFORMATION OF ESSAR PROJECT MGMT CO LTD. IT MAY BE REPRODUCED OR DISCLOSED ONLY WITH THE WRITTEN PERMISSION AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF ESSAR PROJECT MGMT CO LTD.

ESSAR

CLIENT : ESSAR STEEL MINNESOTA LTD.

PLANT: 7.0 MTPA IPP AREA: TAILING CORRIDOR

TITLE: RECLAIM PIPELINE SITE LOCATION

DSN MJH 4/30/13

DRN NDH 4/30/13

CKD MJH 4/30/13

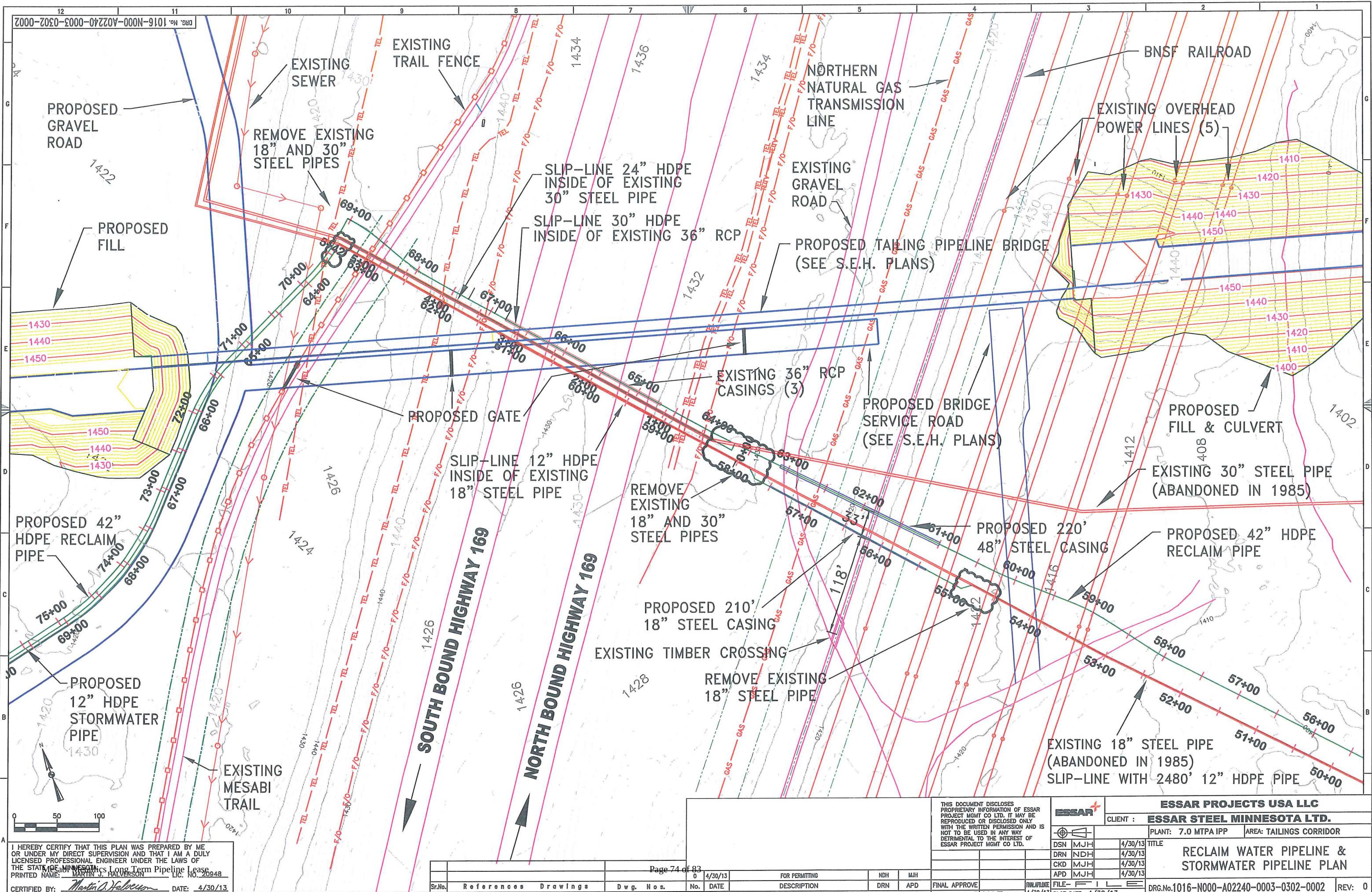
APD MJH 4/30/13

FINAL APPROVE

FINAL APD NAME KAE

FILE

PLOT DATE: 4/30/13



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: MARTIN J. FALVORSON LIC. NO. 20948

CERTIFIED BY: *Martin J. Falvorson* DATE: 4/30/13

NOTES

Sr.No.	References	Drawings	Dwg. Nos.

Page 74 of 83

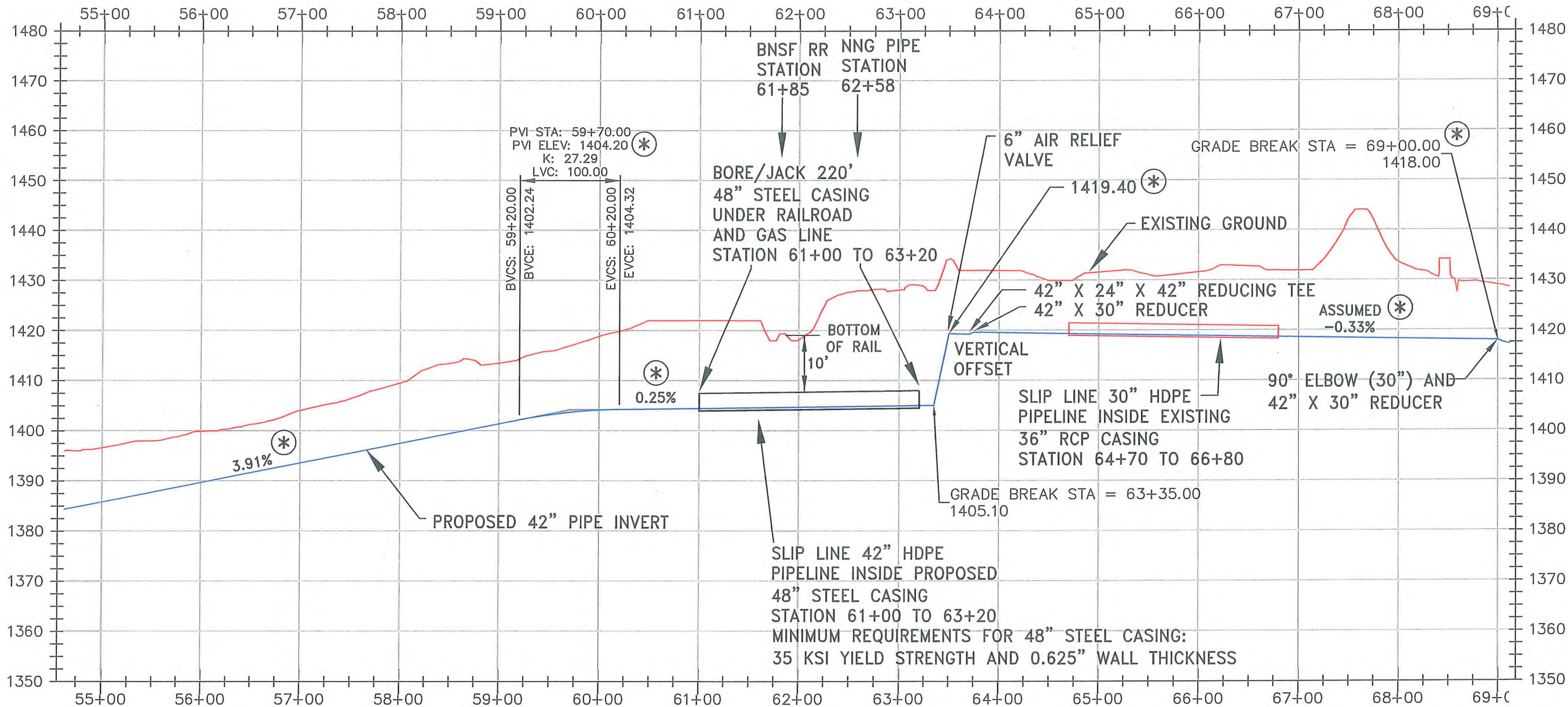
No.	DATE	DESCRIPTION	DRN	APD

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DSN	MJH	4/30/13
DRN	NDH	4/30/13
CKD	MJH	4/30/13
APD	MJH	4/30/13

ESSAR PROJECTS USA LLC
CLIENT : ESSAR STEEL MINNESOTA LTD.
PLANT: 7.0 MTPA IPP
AREA: TAILINGS CORRIDOR

RECLAIM WATER PIPELINE & STORMWATER PIPELINE PLAN
DRG.No.1016-N000-A02240-0003-0302-0002
REV: 0



1396.65	1385.821	1399.93	1389.731	1404.11	1393.642	1409.56	1397.552	1413.56	1401.463	1418.92	1404.201	1422.03	1404.521	1418.24	1404.767	1428.13	1405.014	1431.98	1419.638	1431.65	1419.310	1431.68	1418.983	1431.96	1418.655	1433.64	1418.328	1429.02	1418.000
55+00	56+00	57+00	58+00	59+00	60+00	61+00	62+00	63+00	64+00	65+00	66+00	67+00	68+00	69+00															

*) THE LOCATION AND ELEVATION OF THE EXISTING PIPES TO BE VERIFIED BY TEST PITS AND FIELD SURVEYS; SUBJECT TO FINAL APPROVAL BY THE ENGINEER.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINTED NAME: Michael J. Johnson License No. 80948
CERTIFIED BY: Michael J. Johnson DATE: 4/30/13

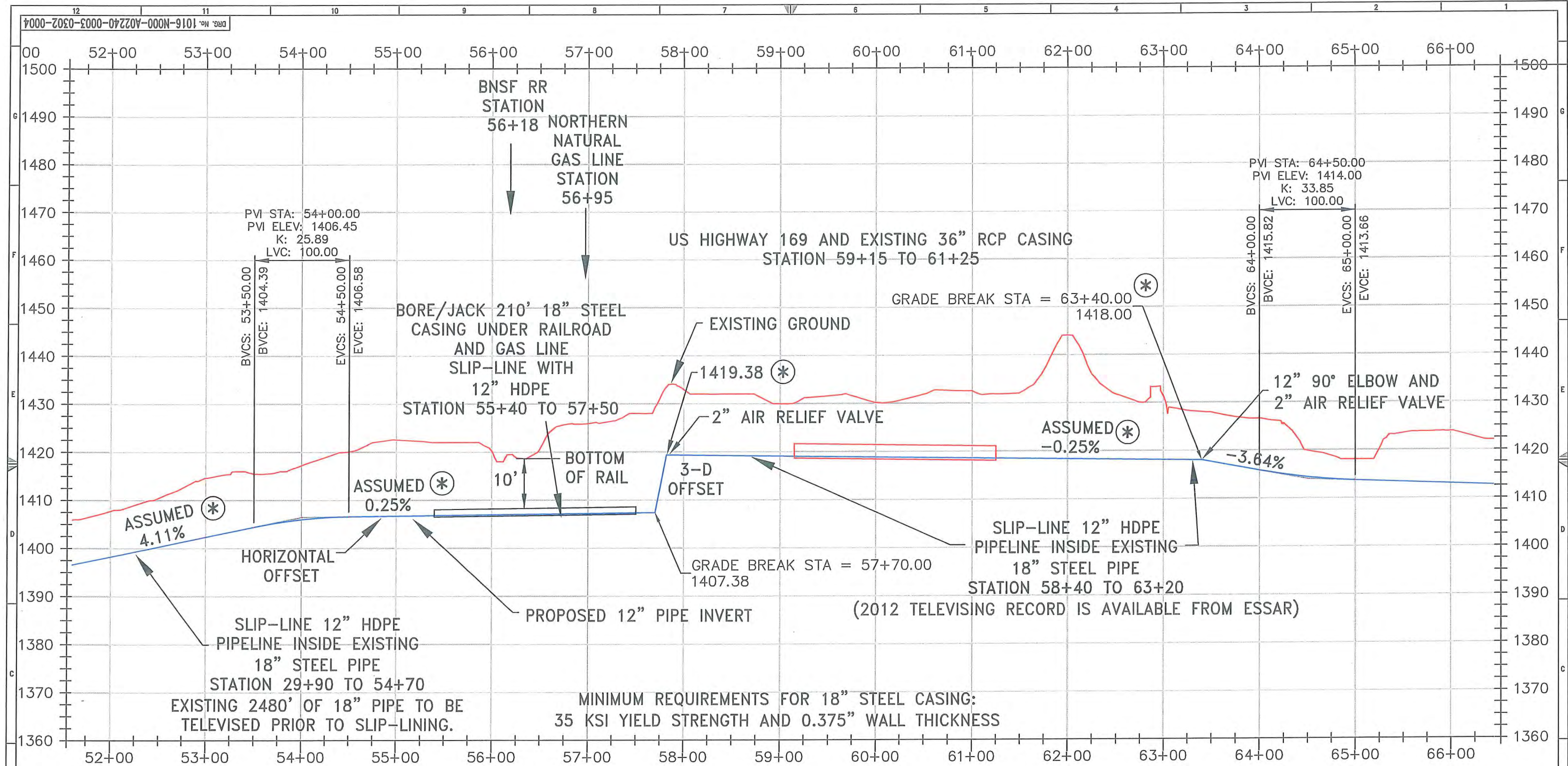
Sr.No.	References	Drawings	Dwg. Nos.

No.	DATE	DESCRIPTION	DRN	APD

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DSN	MJH	4/30/13
DRN	NDH	4/30/13
CKD	MJH	4/30/13
APD	MJH	4/30/13

ESSAR PROJECTS USA LLC	
CLIENT : ESSAR STEEL MINNESOTA LTD.	
PLANT: 7.0 MTPA IPP	AREA: TAILING CORRIDOR
TITLE: 42"/30" RECLAIM WATER PIPELINE PROFILE	
DRG.No.1016-N000-A02240-0003-0302-0003	REV: 0



1407.77	1398.222	1414.67	1402.336	1417.27	1405.967	1422.57	1406.701	1420.12	1406.953	1425.93	1407.204	1432.94	1419.335	1429.94	1419.088	1430.18	1418.841	1432.54	1418.594	1444.05	1418.346	1431.13	1418.099	1426.59	1415.818	1418.00	1413.659	1423.85	1412.977
52+00	53+00	54+00	55+00	56+00	57+00	58+00	59+00	60+00	61+00	62+00	63+00	64+00	65+00	66+00															

(*) THE LOCATION AND ELEVATION OF THE EXISTING PIPES TO BE VERIFIED BY TEST PITS AND FIELD SURVEYS; SUBJECT TO FINAL APPROVAL BY THE ENGINEER.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINTED NAME: Martin J. Halverson
CERTIFIED BY: Martin J. Halverson DATE: 4/30/13

Sr.No.	References	Drawings	Dwg. Nos.

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ESSAR PROJECTS USA LLC
CLIENT: ESSAR STEEL MINNESOTA LTD.
PLANT: 7.0 MTPA IPP
AREA: TAILING CORRIDOR

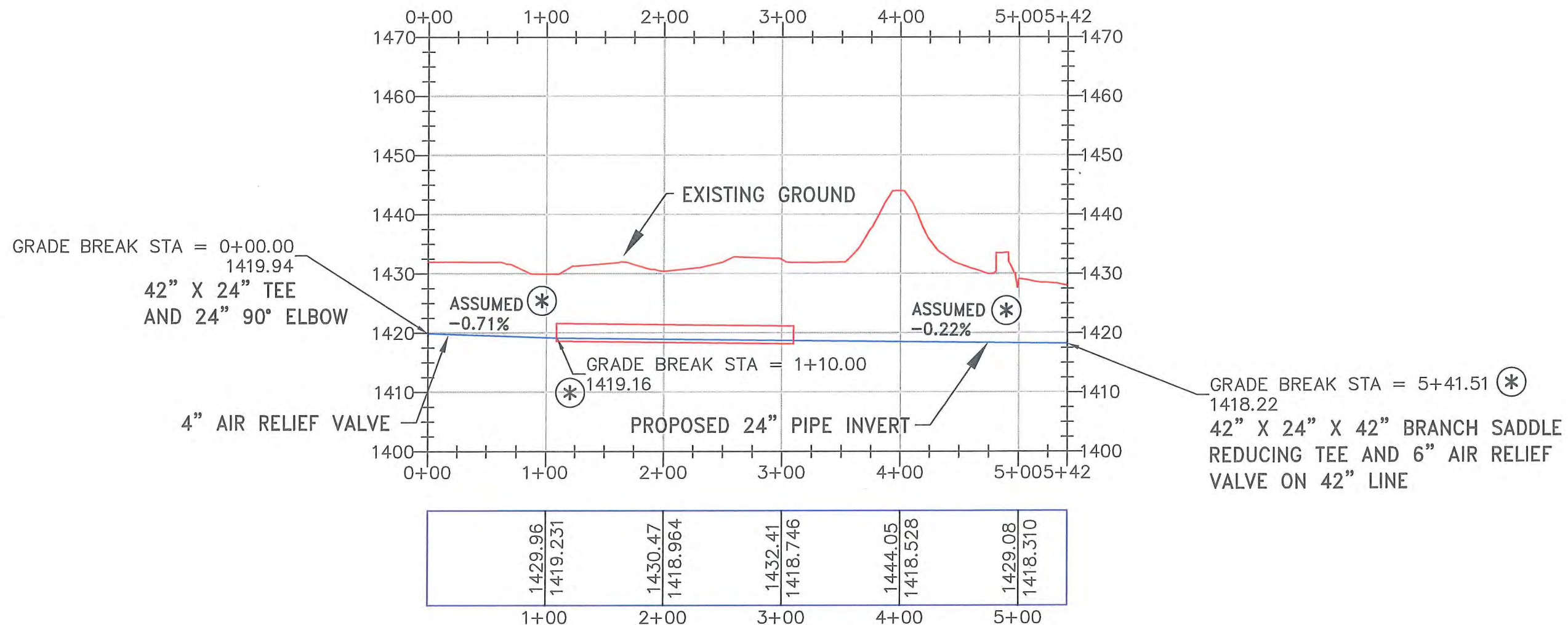
12" STORM WATER PIPELINE PROFILE

DRG.No.1016-N000-A02240-0003-0302-0004
REV: 0

4/30/13	FOR PERMITTING	NDH	MJH
	DESCRIPTION	DRN	APD
	FINAL APPROVE		
	FINAL APP. NAME	KAE	

FILE: 4/30/13
PLOT DATE: 4/30/13

US HIGHWAY 169 AND
EXISTING 36" RCP CASING
STATION 1+09 TO 3+19



SLIP LINE 24" HDPE
INSIDE OF EXISTING 30"
STEEL PIPELINE
STATION 0+40 TO 5+15

(2012 TELEVISION RECORD IS AVAILABLE FROM ESSAR)

(*) THE LOCATION AND ELEVATION OF THE EXISTING PIPES
TO BE VERIFIED BY TEST PITS AND FIELD SURVEYS;
SUBJECT TO FINAL APPROVAL BY THE ENGINEER.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF
THE STATE OF MINNESOTA.
PRINTED NAME: Martin J. Halverson Dwg. No. 20048
CERTIFIED BY: Martin J. Halverson DATE: 4/30/13

Sr.No.	References	Drawings	Dwg. Nos.

No.	DATE	DESCRIPTION	DRN	APD

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PROPRIETARY INFORMATION OF ESSAR
PROJECT MGMT CO LTD. IT MAY BE
REPRODUCED OR DISCLOSED ONLY
WITH THE WRITTEN PERMISSION AND IS
NOT TO BE USED IN ANY WAY
DETRIMENTAL TO THE INTEREST OF
ESSAR PROJECT MGMT CO LTD.

ESSAR		ESSAR PROJECTS USA LLC	
CLIENT :		ESSAR STEEL MINNESOTA LTD.	
PLANT: 7.0 MTPA IPP		AREA: TAILING CORRIDOR	
DSN	MJH	4/30/13	TITLE
DRN	NDH	4/30/13	24" RECLAIM WATER PIPELINE PROFILE
CKD	MJH	4/30/13	
APD	MJH	4/30/13	
FINAL APPROVE		FILE	
FINAL APD NAME: KAE		PLOT DATE: 4/30/13	
DRG.No.1016-N000-A02240-0003-0302-0005		REV: 0	

Page 78 of 83										CKD MJH 4/30/13		ISOMETRIC VIEW	
0 4/30/13 FOR PERMITTING NDH MJH										APD MJH 4/30/13			
Sr.No.	References	Drawings	Dwg. Nos.	No.	DATE	DESCRIPTION	DRN	APD	FINAL APPROVE	FINAL DATE	FILE - F I L E	DRG.No.1016-N000-A02240-0003-0302-0006	REV: 0
REFERENCE										4/23/13			
REVISIONS										PLOT DATE : 4/30/13			
										KAE			

MANHOLES

<u>PIPE DIAMETER</u>	<u>MANHOLE DIAMETER</u>	<u>AIR/VACUUM VALVE SIZE</u>
12" IPS HDPE	48"	2" MECHANICAL BRANCH SADDLE
24" IPS HDPE	60"	4" FLANGED BRANCH SADDLE
42" IPS HDPE	72"	6" FLANGED BRANCH SADDLE

DO NOT PROVIDE WATER-TIGHT BOOTS ON MANHOLES;
WATER TO DRAIN OUT OF MANHOLE VIA THE GRANULAR PIPE BEDDING.

TRACER WIRE:

ALL WATER PIPING SHALL BE INSTALLED WITH 12 GAUGE INSULATED TRACER WIRE SUITABLE FOR DIRECT BURY AND GROUND WATER CONDITIONS. THE TRACER WIRE SHALL BE LOCATED IN THE BEDDING SAND DIRECTLY BELOW THE PIPE. THE LOCATE WIRE SHALL NOT BE SPLICED. WIRES SHALL TERMINATE AT MANHOLES OR MARKING POSTS WITH WIRE BROUGHT ABOVE GRADE AND SECURELY ATTACHED TO A TRACER WIRE MARKING POST. TRACER WIRE MARKING POSTS SHALL BE LABELED "WATER PIPE". ALL TRACER WIRE SHALL BE TESTED FOR ELECTRICAL CONDUCTIVITY UPON COMPLETION OF THE TRENCH BACKFILLING OPERATIONS. MARKING POSTS SHALL BE PLACED AT P.I.'S , P.C.'S, ROAD INTERSECTIONS, AND AT 700' INTERVALS ALONG STRAIGHT TANGENTS.

SIGNS:

PIPELINE LOCATIONS SHALL BE PROMINENTLY MARKED AT THE PROPERTY LINE (ON BOTH SIDES OF THE RAILROAD TRACK) BY SIGNS WHICH STATE THE SIZE OF THE LINE AND ITS DEPTH. FURNISH AND INSTALL 4 WARNING SIGNS, 2 FOR THE 42" PIPE, AND 2 FOR THE 12" PIPE. WITH TEXT STATING:

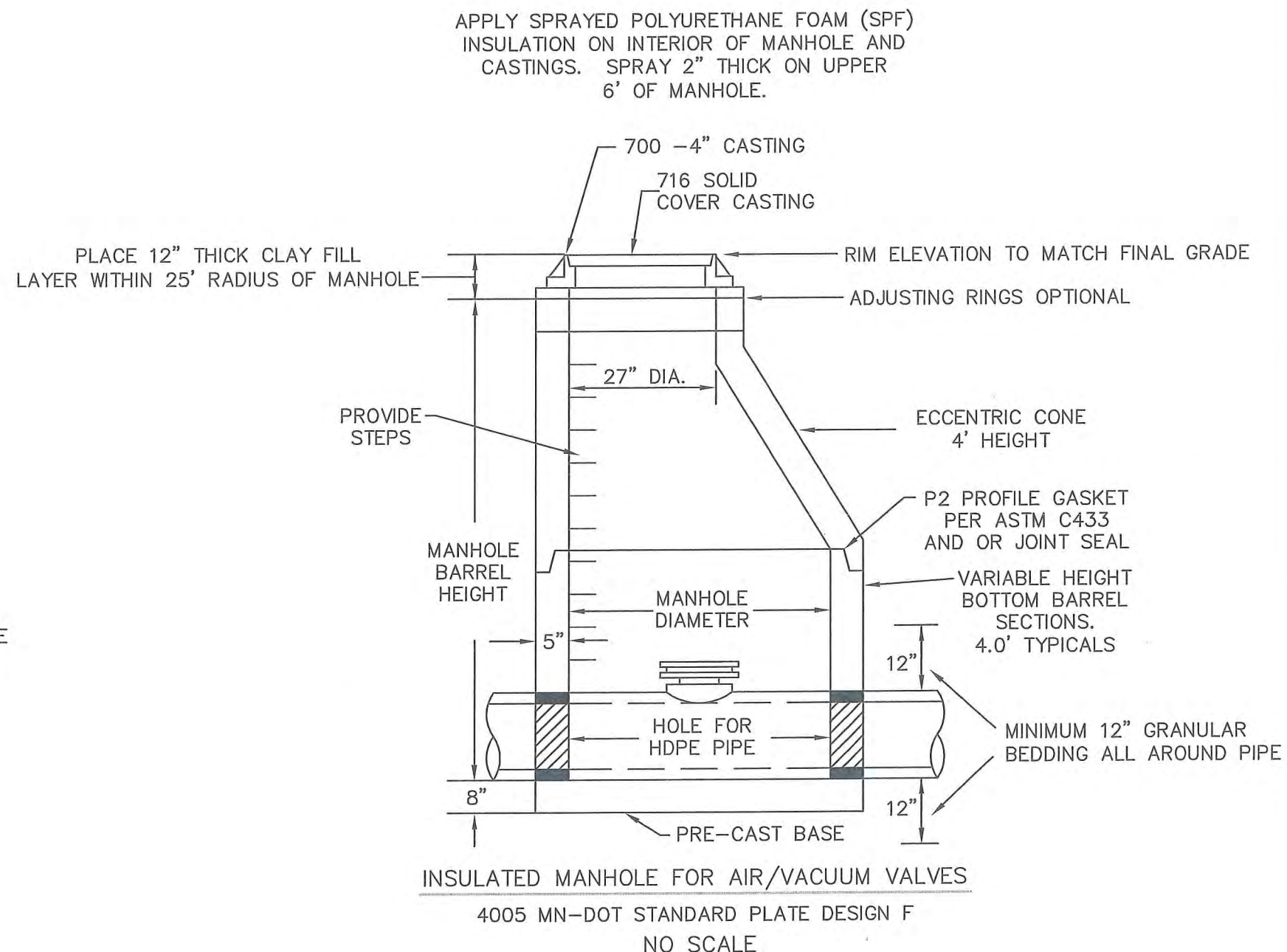
CAUTION: 42-INCH DIAMETER HIGH-PRESSURE WATER PIPE 10 FEET DEEP.

CAUTION: 12-INCH DIAMETER HIGH-PRESSURE WATER PIPE 10 FEET DEEP.

AIR RELIEF VALVES:

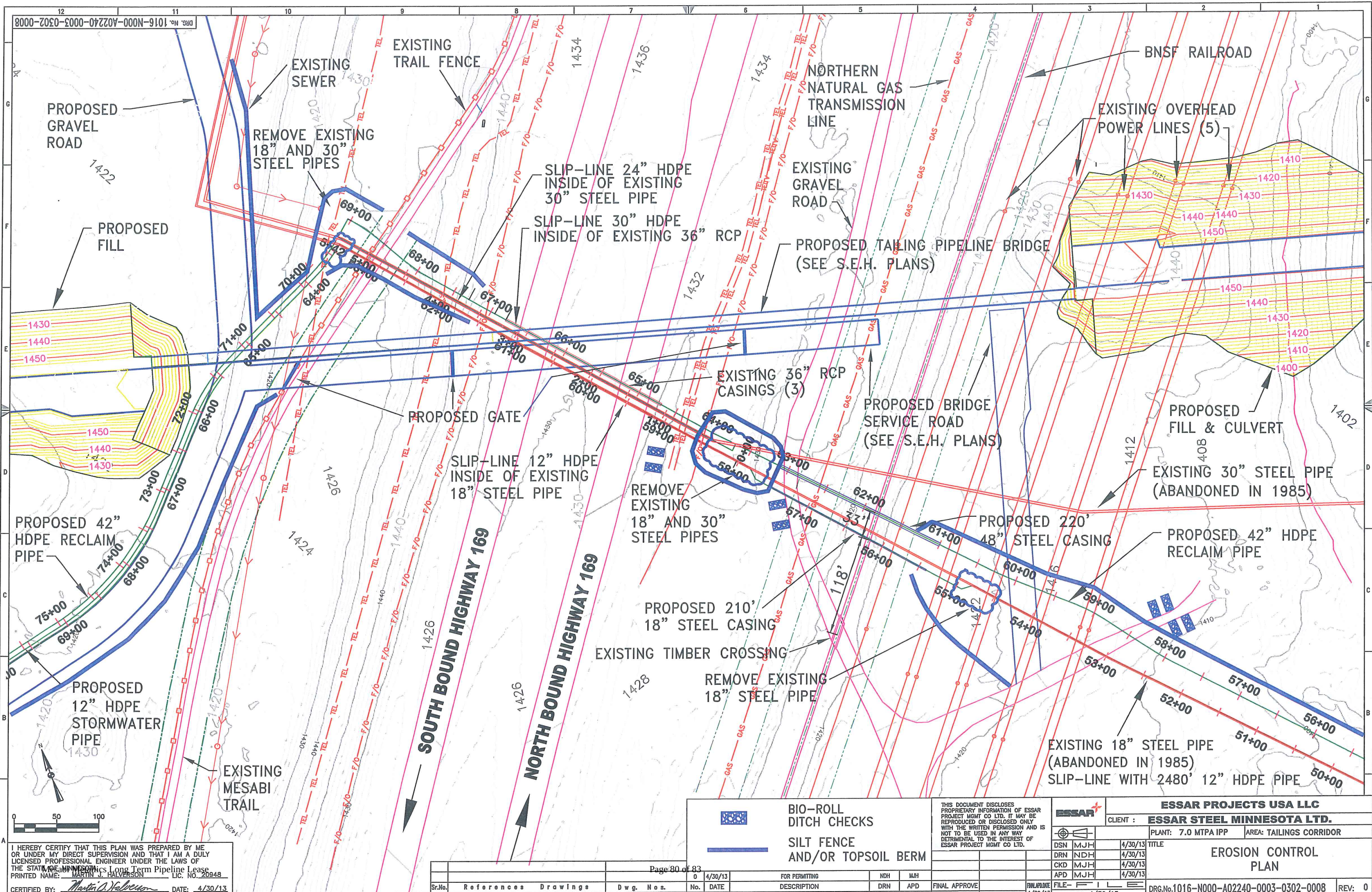
AIR RELIEF VALVES ARE TO BE COMBINATION, SLOW ACTING, AIR RELIEF, AND VACUUM BREAKER VALVES: 4" AND 6" VALVES ARE TO BE FLANGED.

2" CAN BE FLANGED OR THREADED. ISOLATION VALVES ARE TO BE PROVIDED. THE ISOLATION VALVES AND AIR RELIEF VALVES SHALL BE INSTALLED IN INSULATED CONCRETE MANHOLES.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF
THE STATE OF California Long Term Pipeline Lease
PRINTED NAME: MARTIN J. HALVERSON LIC. NO. 20948
CERTIFIED BY: Martin J. Halverson DATE: 4/30/13

				Page 79 of 83								CKD MJH 4/30/13		NOTES & DETAILS	
				0 4/30/13		FOR PERMITTING		NDH	MJH	APD MJH 4/30/13					
Sr.No.	References	Drawings	Dwg. Nos.	No.	DATE	DESCRIPTION	DRN	APD	FINAL APPROVE		FINAL APPROVE	FILE- F I L E	DRG.No.1016-N000-A02240-0003-0302-0007		REV:
REFERENCE				REVISIONS				FINAL APD.NAME		KAE	4/30/13	PLOT DATE: 4/30/13			



1. THE CONTRACTOR IS RESPONSIBLE FOR ALL EROSION PREVENTION MEASURES FOR THE PROJECT. EROSION PREVENTION MEASURES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

THE CONTRACTOR SHALL PLAN AND IMPLEMENT APPROPRIATE CONSTRUCTION PRACTICES AND CONSTRUCTION PHASING TO MINIMIZE EROSION AND RETAIN VEGETATION WHENEVER POSSIBLE.

ALL AREAS NOT TO BE DISTURBED SHALL BE DELINEATED WITH FLAGS, STAKES, SIGNS, OR OTHER MEANS NECESSARY TO PROTECT THESE AREAS BEFORE CONSTRUCTION BEGINS ON THE SITE.

ALL DRAINAGE DITCHES AND/OR SWALES SHALL HAVE TEMPORARY OR PERMANENT STABILIZATION WITHIN 24 HOURS OF CONNECTING TO A SURFACE WATER OR 24 HOURS AFTER CONSTRUCTION ACTIVITY IN THE DITCH/SWALE HAS TEMPORARILY OR PERMANENTLY CEASED.

ALL PIPE OUTLETS SHALL HAVE TEMPORARY OR PERMANENT ENERGY DISSIPATION WITH 24 HOURS OF CONNECTING TO A SURFACE WATER.

ALL EXPOSED SOILS SHALL BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION. IN NO CASE SHALL UN-WORKED AREAS, INCLUDING STOCK PILES, HAVE EXPOSED SOILS FOR MORE THAN 7 DAYS WITHOUT PROVIDING TEMPORARY OR PERMANENT STABILIZATION.
2. THE CONTRACTOR SHALL PROVIDE A KNOWLEDGEABLE AND EXPERIENCED PERSON(S) TO OVER SEE THE IMPLEMENTATION OF THE SWPPP, AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF THE EROSION AND SEDIMENT CONTROL BMP'S BEFORE AND DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL OBSERVE THE CONSTRUCTION SITE ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.
4. ALL SEDIMENT BARRIERS, INCLUDING SILT FENCE MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/3 OF THE FENCE HEIGHT. THESE REPAIRS SHALL BE MADE WITHIN 24 HOURS OF DISCOVERY.
5. CONSTRUCTION SITE VEHICLE EXIT LOCATIONS SHALL BE INSPECTED DAILY FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING ONTO PAVED SURFACES. TRACKED SEDIMENT MUST BE REMOVED FROM ALL PAVED SURFACES WITHIN 24 HOURS OF DISCOVERY.

6. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS.
7. ALL SPILLS SHALL BE CONTAINED AND CLEANED UP IMMEDIATELY UPON DISCOVERY, SPILLS LARGE ENOUGH TO REACH THE STORM WATER CONVEYANCE SYSTEM SHALL BE REPORTED TO THE MINNESOTA DUTY OFFICER AT 1.800.422.0798; AND ARE THE CONTRACTORS RESPONSIBILITY TO CLEAN UP.
8. THE CONTRACTOR IS RESPONSIBLE FOR ADHERING TO ALL DEWATERING AND SURFACE DRAINAGE REGULATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

WHENEVER POSSIBLE WATER FROM DEWATERING ACTIVITIES SHALL DISCHARGE TO A TEMPORARY AND/OR PERMANENT SEDIMENT BASIN.

IF WATER CANNOT BE DISCHARGED TO A SEDIMENT BASIN. IT SHALL BE TREATED WITH OTHER APPROPRIATE BMP'S, TO EFFECTIVELY REMOVE SEDIMENT.

ALL DISCHARGE POINTS SHALL BE PROTECTED FROM EROSION AND SCOUR.

DISCHARGE WATER SHALL BE DISPERSED OVER AN EFFECTIVE ENERGY DISSIPATION MEASURE.

ALL WATER FROM DEWATERING SHALL BE DISCHARGED IN A MANNER THAN DOES NOT CAUSE NUISANCE CONDITIONS, EROSION, OR INUNDATION OF WETLANDS.
9. THE CONTRACTOR IS RESPONSIBLE FOR FINAL STABILIZATION OF THE SITE. FINAL STABILIZATION INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

ALL SOIL DISTURBING ACTIVITIES HAVE BEEN COMPLETED.

ALL EXPOSED SOILS HAVE BEEN UNIFORMLY STABILIZED WITH AT LEAST 70% VEGETATION COVERAGE.

ALL DRAINAGE DITCHES, PONDS AND ALL STORM WATER CONVEYANCE SYATEMS HAVE BEEN CLEARED OF SEDIMENT AND STABILIZED TO PREVENT EROSION.

ALL TEMPORARY BMPS HAVE BEEN REMOVED AND PROPERLY DISPOSED OF.

FINAL STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH MNDOT 2005 SPECIFICATION 2575.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINTED NAME: MARTIN J. HALVERSON LIC. NO. 20948
CERTIFIED BY: Martin J. Halverson DATE: 4/30/13

NOTES

Sr.No.	References	Drawings	Dwg. Nos.

REFERENCE

No.	DATE	DESCRIPTION

REVISIONS

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FOR PERMITTING	NDH	MJH	
DESCRIPTION	DRN	APD	
FINAL APPROVE			
FINAL APD NAME	KAE		

DSN	MJH	4/30/13
DRN	NDH	4/30/13
CKD	MJH	4/30/13
APD	MJH	4/30/13

ESSAR PROJECTS USA LLC	
CLIENT : ESSAR STEEL MINNESOTA LTD.	
PLANT: 7.0 MTPA IPP	AREA: TAILINGS CORRIDOR
TITLE EROSION CONTROL PLAN	
DRG.No.1016-N000-A02240-0003-0302-0009	REV: 0

EXHIBIT E
ADDITIONAL TERMS AND CONDITIONS TO
TAILINGS PIPELINE AND UNDERGROUND WATER PIPELINE LEASE

1. The Premises is subject to disposal and use for mining purposes.
2. The surface of the Premises is subject to state taconite iron ore mining lease numbered MLTN200027 for exploring for, mining, taking out and removing the taconite iron ore found on or in said land, together with the right to construct or make buildings, excavations, openings, ditches, drains, railroads, roads and other improvements upon said lands as may be necessary or suitable for such purposes. By executing the lease herein, TENANT agrees to not unnecessarily or materially interfere with the mining operations carried out upon the Premises by the lessee of state taconite iron ore mining lease numbered MLTN200027. TENANT also agrees to assume the entire responsibility and liability for all damages and injury to all persons and property whether caused by the TENANT or TENANT'S officers, agents, or employees, arising from activities undertaken based upon the Lease herein or the TENANT'S use or occupancy of the Premises.
3. In addition to the Termination Clause at Paragraph 8 of this Lease Agreement, LANDLORD may terminate or amend this Lease as to all, or any part of, the Premises if the Commissioner of Natural Resources of the State of Minnesota (Commissioner) determines both of the following conditions have been met:
 - a. the lessee of state taconite iron ore lease numbered MLTN200027 (currently, Cleveland-Cliffs Minnesota Land Development LLC) proposes a new mining project which includes mining or infrastructure on the Premises herein, and the environmental review of such new mining proposal results in a determination of adequacy by the Minnesota Department of Natural Resources (DNR); AND
 - b. the lessee of state taconite iron ore lease numbered MLTN200027 (currently, Cleveland-Cliffs Minnesota Land Development LLC) submits to the DNR an application for a permit to mine with a complete description of the project it proposes to permit, the application contains a mine plan or an infrastructure plan which includes one or more of the parcels where existing pipeline infrastructure installed by TENANT under the surface lease herein, and there exists a direct conflict with the ability of the permit to mine applicant to execute such mine plan or infrastructure plan.

A termination notice or amendment by the LANDLORD as a result of the above-described conditions shall provide TENANT at least twelve (12) months to remove any infrastructure and reclaim areas (as necessary, in the discretion of the DNR) to be deemed by the DNR to be in conflict. The LANDLORD, with the approval of the DNR, may

provide TENANT more than twelve (12) months to remove infrastructure and reclaim areas if a permit to mine application, as submitted in Additional Term 3(b) above, indicates the conflict is further than twelve (12) months out from the time the DNR determines there is environmental review adequacy of the mine proposal and there is a surface use conflict in a permit to mine application which cannot be resolved without the removal of infrastructure.

An amendment of the lease herein directed by the Commissioner upon the LANDLORD under this Additional Term #4 shall not need consent by TENANT in order to become effective. The LANDLORD may amend the lease herein under this Additional Term #4, upon the direction and at such terms the Commissioner deems appropriate, in his/her sole discretion, with thirty (30) days' notice to TENANT.

4. All amendments of this Lease must be approved, in writing, by the Commissioner of Natural Resources of the State of Minnesota in order to become effective.
5. The Premises are to be reclaimed to the satisfaction of the LANDLORD and the State of Minnesota, Department of Natural Resources, according to taconite and iron ore reclamation requirements as found in Minnesota Rules, Chapter 6130. This responsibility shall survive the termination or cancellation of this lease.
6. In addition to the Termination clause at paragraph 8, this Lease is also subject to cancellation for mining purposes upon three (3) months' written notice from the Commissioner of Natural Resources of the State of Minnesota to the Itasca County Auditor, with the exception of a termination as exercised under Additional Term #4.
7. TENANT shall not unnecessarily or materially interfere with the necessary, normal and proper state permitted mining operations carried out on parcels with State Taconite Iron Ore Mining Leases numbered MLTN200014 through MLTN200043, in Itasca County, Minnesota.

LONG TERM LEASE AGREEMENT FOR TAILINGS PIPELINE AND UNDERGROUND WATER PIPELINE

This Agreement is made effective this ____ day of _____, 2025, by and between the State of Minnesota in trust for the taxing districts ("Landlord"); and Mesabi Metallics Company LLC ("Tenant"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Authority.** This lease is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 1(f), which states the county auditor, with the approval of the county board, is authorized to grant permits, licenses, and leases to tax-forfeited lands for the depositing of stripping, lean ores, tailings, or waste products from mines or ore milling plants, or to use for facilities needed to recover iron-bearing oxides from tailings basins or stockpiles, or for a buffer area needed for a mining operation, upon the conditions and for the consideration and for the period of time, not exceeding 25 years, as the county board may determine. The permits, licenses, or leases are subject to approval by the commissioner of natural resources. Both parties represent to each other that they have the authority to enter this Agreement.

2. **Premises.** The Landlord in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by Tenant, hereby leases to the Tenant, subject at all times to sale, lease and use for other purposes, the non-exclusive surface right in the following described Premises to wit:

See attached *Exhibit A* (legal description) and *Exhibit B* (map)

This Lease Agreement is subject to that certain Recreational Trail Easement in favor of the Itasca County Regional Railroad Authority on file as document number A000573270 in the Office of the Recorder of Titles, Itasca County, Minnesota a copy of which is attached hereto as *Exhibit C*.

This Lease Agreement does not lease to Tenant any subsurface mineral rights, personal property, nor any surface overburden, rock, lean ore, tailings, or other material that has been removed from below the surface and deposited on the surface in the process of iron ore, taconite, or other metallic minerals mining, or in the process of beneficiation.

This Lease Agreement does not grant Tenant any prior or prescriptive rights to the Premises, nor is Landlord or the State of Minnesota obligated to issue any lease to Tenant upon any of the Premises for subsurface mineral rights, personal property, surface overburden, rock, lean ore, tailings, or other materials.

Landlord does not warrant its title to the premises nor undertake to defend the Tenant in the peaceable possession or use thereof. No covenant of Quiet enjoyment is made. Tenant shall indemnify and hold Landlord harmless from any and all claims for damages against Landlord by third parties as a result of this Lease Agreement.

3. Purpose of the Lease. This lease is granted for the purpose of providing auxiliary lands in conjunction with iron ore mining, and the manufacture of taconite concentrate, direct reduction iron and steel. Specifically, the construction, installation, use, and maintenance of two tailings pipelines and a tailings pipeline bridge to carry the pipelines over portions of the parcel, roads and an underground water pipeline ("Structures") as depicted in *Exhibit D* (59 pages). If the Tenant plans to construct, modify, or make any buildings, pipelines, belt conveyors, excavations, openings, roads, wells, impoundment dikes, or other improvements or alterations on the Premises as necessary or suitable for its mining operations and auxiliary use in addition to what is depicted on Exhibit D. the Tenant must first review those plans with and receive approval from the Landlord, which approval shall not be unreasonably withheld. Any changes, alterations or improvements in or to the Premises shall be at the Tenant's sole expense. Tenant's use of the Property shall be supported by all permits required by law, and Tenant shall not operate in violation of any such permits.

Additional terms and conditions are found in *Exhibit E*. When conflict exists between terms and conditions found in Exhibit E and elsewhere in this Agreement, the terms and conditions in Exhibit E shall prevail.

4. Term. The initial term (the "Term") of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. 21 (21) years from the Effective Date set forth above. This Agreement is subject to cancellation or termination pursuant to the provisions herein.

5. Rent. Tenant shall pay to Landlord annual rent at the rate of 9% of land value. The present land value is \$1000 per acre. The parties agree that rent for the remainder of 2025 shall be prorated from the effective date of this Lease.

On January 1, 2030, and at five-year intervals thereafter throughout the term of this Lease, Landlord shall, at its discretion, update the value of the lands to reflect current market value and percentage rate used by Itasca County policy and the Minnesota DNR for its surface leases at that time.

Rent must be prepaid annually. Annual rent payments are due on or before January 1 of each year. The Landlord may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.

6. Encumbrance. This lease is subject to all existing easements, rights-of-way, licenses, leases, commingling agreements and other encumbrance upon the Premises and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

7. Maintenance. Consistent with general practices for industrial mining sites, Tenant shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses

and debris that may accumulate. The Lessee shall take all necessary precautions, including appropriate pipeline maintenance, to prevent spillage or impacts to the Mesabi Trail. Tenant shall comply with all laws affecting the Premises, including local ordinances and state regulations.

8. **Termination.** This lease may be terminated at any time by 90 days' written notice from Tenant or mutual agreement of the parties. The Landlord has the right to cancel this lease for nonpayment of rent or other violation of the terms and conditions of this Lease. Tenant shall have 30 days after receipt of written notice specifying such default to cure such default. Termination of this lease does not relieve the Tenant from any liability for payment or other liability incurred under this Lease.

Tenant shall, on the Termination Date, or earlier as provided for in this lease, peaceably and quietly surrender the Premises to the Landlord in a condition satisfactory to the Landlord. If the Tenant fails to surrender the Premises on the termination of this lease, the Landlord may obtain a court order as permitted by law to eject or remove the Tenant from the Premises and Tenant shall indemnify the Landlord for all expenses incurred by the Landlord.

In addition, Tenant shall remove all of Tenant's personal property, at Tenant's expense, from the Premises within 180 days after the termination date. Any personal property remaining shall be considered abandoned and shall be disposed of by the Landlord according to law. If lessee fails to clean up the property to landlord's satisfaction, the Landlord will clean up the property and charge the expense to the lessee. If this lease is terminated prior to its Termination Date, the Tenant shall not be relieved of any obligation incurred prior to termination.

Tenant shall pay to the Landlord a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that Tenant holds the premises after termination of this lease without authorization by Landlord. This sum shall be liquidated damages for the wrongful holding over. Tenant acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

If Tenant defaults in compliance with its obligations under this Agreement, Landlord shall have the right, upon Tenant's failure to cure such default within 30 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Landlord's remedies shall expressly include the right to evict Tenant and take possession of the Premises.

9. **Transfers.** This lease may not be conveyed, assigned, subleased, mortgaged, pledged, encumbered or otherwise transferred by the Tenant, or its successors in interest, without the written consent of the Landlord. The covenants, terms and conditions of this lease shall run with the land and shall extend to and bind all assignees and other successors in interest of the Tenant. Tenant shall not, without the Landlord's prior written consent, permit the use or occupancy of the Premises or any part thereof by anyone other than the Tenant.

All assignments, agreements or contracts affecting this Lease must be approved in writing by Landlord and no such instrument is valid until such approval has been given. All assignments, agreements and contracts must be made in writing and signed by all parties thereto. No assignment, agreement or contract relieves the Tenant of any obligation or liability imposed

by this Lease, and all assignees, sublessees and subcontractors are also liable for all obligations or liabilities imposed by this Lease.

10. Timber Damages/ Timber sale. No timber shall be cut, used, removed or destroyed by the Tenant without first obtaining written permission from the Landlord, which permission shall not be unreasonably withheld if directly related to Tenant's activities under its Permit to Mine issued for the Premises. Tenant must provide Landlord with written notice of its intent to cut, use, remove or destroy timber 30 days prior to the intended activities. Tenant must pay for all timber (both mature timber and growing stock) damaged on the Premises by Tenant prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values.

Landlord reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on tax-forfeited lands, all the timber upon the land hereby leased, and reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with the Landlord, and without let or hindrance from the Lessee, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. The purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and property whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the premises covered by the timber permit.

11. Landlord's right to grant other leases, permits, licenses, or easements. The Landlord reserves the right to grant leases, permits, licenses, or easements to any portion of the surface of the Premises to any person or corporation under authority of Minnesota Statutes, Chapter 282 or other applicable laws, without let or hindrance from the Tenant, but such leases, permits, licenses, or easements shall not unnecessarily or materially interfere with the activities carried on thereon, nor cause Tenant to be in default of a condition or term of the governmental permits procured by Tenant to conduct its mining operations or auxiliary mining activities. Such grantee of a lease, permit, license or easement will agree, for the benefit of both parties to this lease, to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the grantee or the grantee's officers, agents or employees, arising from activities undertaken based on the lease, permit, license or easement or the grantee's use or occupancy of the premises covered by such lease, permit, license or easement.

12. Tenant to Acquire Necessary Rights to Surface Not Owned by State. It is understood and agreed that in case any interest in the land covered by this lease or in any minerals or iron-bearing materials therein is owned by anyone other than the State, this lease shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Tenant shall obtain all necessary legal rights therefor before proceeding therewith, that Tenant shall be liable for all damages to any such other interest caused by any operations hereunder, and that the State shall not incur or be subject to any liability therefor.

13. Wetlands Construction. In the event Tenant wishes to create wetlands on the Premises, prior to the creation of any wetlands Tenant will provide its wetlands construction plan

to the Landlord for review and approval in writing by the County Land Commissioner. Such plan shall include the acreages and locations of wetlands to be created. Prior to creation of any wetlands on the Premises, a separate agreement (“Wetlands Agreement”) between Tenant and the Landlord will be necessary to address outstanding issues involving the state-owned lands and tailings and the created wetlands, such as compensation to the State for state-owned lands and tailings in the wetlands.

In the absence of such an agreement, Tenant shall not have any ownership interest in or be entitled to any compensation for wetland creation or utilization in any form as wetlands. Landlord shall be entitled to the use of any created wetlands on the Premises for wetland mitigation as permitted by law.

14. Road construction and maintenance. Landlord shall not, by virtue of this Lease, be responsible for the construction or maintenance of any road to this site.

15. Taxes. Tenant shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the Tenant located on the Premises during the term of this lease. Failure to pay property taxes when due may result in cancellation as described in Section 8 of this agreement.

16. Mesabi Trail. The Parties agree that portions of the Premises leased herein are subject to an easement in favor of the Itasca County Regional Railroad Authority for the Mesabi Trail. Tenant agrees it shall not obstruct, hinder or otherwise render unsafe the use of said easement except upon such terms and conditions as are satisfactory to the Grantee therein, its successors or assigns.

17. Public access/Public Recreation Use. Except as hereinabove set forth in section 16, Tenant may prohibit access to the Premises by the public as needed to carry out activities authorized under this lease.

18. Gating and blocking of roads and trails. Gating and blocking of roads and trails on the Premises shall not be by cable, chain, wire or similar single strand barrier and as otherwise permitted pursuant to the terms of this Agreement.

19. Forest fires. Tenant shall take all reasonable precautions to prevent and suppress forest fires.

20. Tenant's Insurance.

- A. TENANT agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of TENANT, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said TENANT to perform fully, in any respect, all obligations under this contract.

B. TENANT agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

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

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

- c. Workers' Compensation and Employer's Liability:
- Statutory Limits
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

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

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional

Liability, if applicable; and,

2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage
(XCU)

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

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

- D. TENANT further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.
- E. In addition to any other rights contained herein the Landlord reserves the right to terminate, suspend or rescind this Lease Agreement if the Tenant is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against Tenant. All insurance policies shall be open to inspection by the Landlord upon written request.

21. **Liability.** This lease shall not be construed as imposing any liability on the Landlord for injury or damage to the person or property of the Tenant, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Landlord, or from a Landlord breach of this Lease. The Tenant shall indemnify and hold harmless the Landlord from all claims arising out of the use of the Premises (excepting claims resulting from the gross negligence or intentional acts of Landlord, or from a landlord breach of this Lease) whether such claims are asserted by civil action or otherwise.

The Lessee shall be solely responsible for ensuring all Structures are stable and secure. The Lessee shall indemnify and hold harmless the Landlord from all claims arising out of Structures failures, spillage of materials, or other incidents relating to maintenance, whether such claims are asserted by civil action or otherwise.

22. **State-Owned Material Use.** Tenant shall provide notice to Landlord if any state-owned materials (excluding state-owned fine tailings leased to Tenant) are to be removed from the Premises or used as construction materials on the Premises. Any state-owned materials removed from the Premises or used as construction materials on the Premises will be subject to a separate lease agreement and fee payment.

23. **Sign.** Tenant may, at its own cost and expense, establish one or more signs identifying the Premises or Tenant's interest in the Premises. Such signs shall be maintained in good condition and repair.

24. **Utilities.** Landlord shall have no responsibility, by virtue of this Lease, to provide Tenant with any utility service to the Premises. Tenant may obtain and procure such utilities at its expense as may be necessary to serve the Premises. In the event a public body or other third party extends utilities to the Premises, the cost of such extension and utilities shall be borne by Tenant. Installation of utilities on the Premises will require the prior written consent of the Landlord, and is subject to a separate utility license and fee for crossing state-owned property.

25. **Legal Obligations.** Tenant agrees, at its expense, to comply with all state and

federal laws, ordinances, orders, and regulations affecting Tenant's use of the Premises. Tenant shall comply with the requirements of the Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354), any amendments thereto, and the rules adopted thereunder.

26. Hazardous Materials. Tenant shall not, in its occupancy or use of the Property, violate any federal, state, or local law, statute, ordinance, rule, or regulation with respect to hazardous wastes, substances, or materials, as those terms may be defined by law, statute, ordinance, rule, or regulation. No assembly or disassembly of mining-related or ancillary equipment is allowed on the Premises without prior written approval from the Landlord. Any handling of hazardous or petroleum-based products or fluids on the Premises will require a mutually agreed upon spill plan prior to Landlord's authorization allowing the handling of such products or fluids. A request for the day to day use of hazardous or petroleum based products or fluids will not be unreasonably denied provided a mutually agreed upon spill plan exists, and the Tenant complies with all statutes rules and regulations regarding the use and storage of such material or fluids and restricts their use to identified portions of the premises.

27. Liens. Tenant agrees to protect the Premises and to keep the title thereto free from any and all mechanic's liens and other liens, claims, clouds, and encumbrances arising from the use or occupancy of the Premises by Tenant. If any such lien shall at any time be filed against the Premises, and shall be the result of Tenant's failure to pay a Tenant obligation, Tenant shall indemnify and hold Landlord harmless from such lien.

28. Right of Entry. Landlord, or its agents or contractors, shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

Landlord, or its agents, contractors, permittees or lessees, shall also have the right to enter upon and into said Premises at any time to remove state-owned materials (excluding state-owned fine tailings leased to Tenant), including but not limited to, iron-bearing materials, sand and gravel, overburden, and rock. Such removal shall not unreasonably hinder or interrupt the operations of Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

29. Recovery of Expenses. If it is necessary for the Landlord to incur expenses by court action or otherwise for the ejectment of Tenant, or the removal from the leased premises of the Tenant's personal property, or recovery of rent, or for any other remedy of the Landlord under this lease, and the Landlord prevails in the court action or otherwise, then the Tenant shall pay to the Landlord all expenses, including attorney's fees, thus incurred by the Landlord.

30. Construction of Lease. If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the Landlord and Tenant here is that the remaining parts of this lease shall not be affected thereby.

In regards to portions of the Premises where an underlying State Iron-Bearing Materials Lease exists, in the event a provision contained within the Lease herein conflicts with a provision contained within a State Iron-Bearing Materials Lease, the State Iron-Bearing Materials Lease

provision shall prevail.

31. **Recordation.** Tenant is required to record this lease at Tenant's sole expense.

32. **Reclamation.** Tenant must comply with requirements stated in Minnesota Statutes 93.44-93.51, Minnesota Rules Chapter 6130, mining permits, and all other applicable laws, permits and ordinances or as hereafter amended.

33. **No Use of Government Funding.** Tenant agrees it will not use any state or governmental grant, loan, or other funding to make any payments required under this lease.

34. **No Waiver.** No delay on the part of the Landlord in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the Landlord.

35. **Governing Law.** The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

36. **Notification.** Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Landlord and Tenant for the purposes of serving notice are as follows:

<u>Landlord</u>	<u>Tenant</u>
Itasca County Land Department c/o Land Commissioner 1177 LaPrairie Ave Grand Rapids, MN Itasca County Auditor Itasca County Courthouse 123 NE 4 th Street Grand Rapids, MN 55744	Mesabi Metallics Company LLC 17113 County Road 58 PO Box 25 Nashwauk, MN 55769 Attn: General Counsel With a copy emailed to: legal@mesabimetallics.com

37. **Miscellaneous.** This lease contains the entire agreement of the parties hereto with respect to the use of the premises. This lease may be modified only in writing, executed and delivered by both parties. Nothing contained in this lease shall be deemed or construed to create a partnership of joint venture of or between the Landlord and Tenant, or create any other relationship between the parties other than that of the landlord and tenant.

38. **Railroad right of way:** The Landlord reserves the right to grant to any person or corporation the right-of-way necessary for the construction and operation of one or more railroads over and across the land thereby leased, without let or hindrance from the Lessee, but such railroads shall not unnecessarily or materially interfere with the mining operations carried on thereon. The grantee of a railroad right-of-way will agree, for the benefit of both parties to this lease, to assume entire responsibility and liability for all damages and injury to all persons and property whether caused by the grantee or the grantee's officers, agents or employees, arising from activities undertaken based on the railroad right-of-way or the grantee's use or occupancy of the premises covered by the railroad right-of-way.

39. **Force Majeure.** Either party shall have the right to terminate this Agreement, upon 90 days' written notice, in the event Tenant's ability to perform its obligations under this Agreement is substantially impaired by an act of God, such as flooding or earthquake, or operation of any law, statute, or ordinance which, despite Tenant's good faith efforts to obtain variance from, substantially restricts or prohibits Tenant's use of the Property for the purposes set forth in Section 3 herein.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2025

MESABI METALLICS CO. LLC, AS TENANT

By: _____
Signature of Authorized Representative

Printed Name

Title or Authority

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2025
by _____ as _____
of _____.

Notary Public
(Seal)

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Austin Rohling, County Auditor

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2025, by
_____, as County Auditor on behalf of Itasca County, a public
body corporate of the State of Minnesota.

Notary Public
(Seal)

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Kory Cease, Land Commissioner

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2025, by
_____, as Land Commissioner on behalf of Itasca County, a
public body corporate of the State of Minnesota.

Notary Public
(Seal)

APPROVAL

The foregoing Lease Agreement is hereby duly approved by the State of Minnesota, Department of Natural Resources, on this _____ day of _____, 2025.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

Joseph Henderson, Director
Division of Lands and Minerals

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me by use of communication technology this _____ day of _____, 2025, by Joseph Henderson, Director of the Division of Lands and Minerals, Department of Natural Resources, on behalf of the State of Minnesota, a sovereign body, who declared that he is located in St. Paul, Minnesota.

Notary Public

Drafted by:
Kory Cease, Land Commissioner
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS TO TAILINGS PIPELINE AND UNDERGROUND WATER PIPELINE LEASE

1. The Premises is subject to disposal and use for mining purposes.
2. The surface of the Premises is subject to state taconite iron ore mining lease numbered MLTN200027 for exploring for, mining, taking out and removing the taconite iron ore found on or in said land, together with the right to construct or make buildings, excavations, openings, ditches, drains, railroads, roads and other improvements upon said lands as may be necessary or suitable for such purposes. By executing the lease herein, TENANT agrees to not unnecessarily or materially interfere with the mining operations carried out upon the Premises by the lessee of state taconite iron ore mining lease numbered MLTN200027. TENANT also agrees to assume the entire responsibility and liability for all damages and injury to all persons and property whether caused by the TENANT or TENANT'S officers, agents, or employees, arising from activities undertaken based upon the Lease herein or the TENANT'S use or occupancy of the Premises.
3. In addition to the Termination Clause at Paragraph 8 of this Lease Agreement, LANDLORD may terminate or amend this Lease as to all, or any part of, the Premises if the Commissioner of Natural Resources of the State of Minnesota (Commissioner) determines both of the following conditions have been met:
 - a. the lessee of state taconite iron ore lease numbered MLTN200027 (currently, Cleveland-Cliffs Minnesota Land Development LLC) proposes a new mining project which includes mining or infrastructure on the Premises herein, and the environmental review of such new mining proposal results in a determination of adequacy by the Minnesota Department of Natural Resources (DNR); AND
 - b. the lessee of state taconite iron ore lease numbered MLTN200027 (currently, Cleveland-Cliffs Minnesota Land Development LLC) submits to the DNR an application for a permit to mine with a complete description of the project it proposes to permit, the application contains a mine plan or an infrastructure plan which includes one or more of the parcels where existing pipeline infrastructure installed by TENANT under the surface lease herein, and there exists a direct conflict with the ability of the permit to mine applicant to execute such mine plan or infrastructure plan.

A termination notice or amendment by the LANDLORD as a result of the above-described conditions shall provide TENANT at least twelve (12) months to remove any

infrastructure and reclaim areas (as necessary, in the discretion of the DNR) to be deemed by the DNR to be in conflict. The LANDLORD, with the approval of the DNR, may provide TENANT more than twelve (12) months to remove infrastructure and reclaim areas if a permit to mine application, as submitted in Additional Term 3(b) above, indicates the conflict is further than twelve (12) months out from the time the DNR determines there is environmental review adequacy of the mine proposal and there is a surface use conflict in a permit to mine application which cannot be resolved without the removal of infrastructure.

An amendment of the lease herein directed by the Commissioner upon the LANDLORD under this Additional Term #4 shall not need consent by TENANT in order to become effective. The LANDLORD may amend the lease herein under this Additional Term #4, upon the direction and at such terms the Commissioner deems appropriate, in his/her sole discretion, with thirty (30) days' notice to TENANT.

4. All amendments of this Lease must be approved, in writing, by the Commissioner of Natural Resources of the State of Minnesota in order to become effective.
5. The Premises are to be reclaimed to the satisfaction of the LANDLORD and the State of Minnesota, Department of Natural Resources, according to taconite and iron ore reclamation requirements as found in Minnesota Rules, Chapter 6130. This responsibility shall survive the termination or cancellation of this lease.
6. In addition to the Termination clause at paragraph 8, this Lease is also subject to cancellation for mining purposes upon three (3) months' written notice from the Commissioner of Natural Resources of the State of Minnesota to the Itasca County Auditor, with the exception of a termination as exercised under Additional Term #4.
7. TENANT shall not unnecessarily or materially interfere with the necessary, normal and proper state permitted mining operations carried out on parcels with State Taconite Iron Ore Mining Leases numbered MLTN200014 through MLTN200043, in Itasca County, Minnesota.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

REQUEST FOR BOARD ACTION: RBA-2025-514

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Public Hearing Re: Foxhaven LLC Tax Abatement

BOARD ACTION REQUESTED:

Approve the execution of Tax Abatement contract with Foxhaven LLC.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Resn Approving Abatement COUNTY
2. Tax Abatement Agreement (Itasca)
3. Tax Abatement Plan - LaPrairie and Itasca County
4. Client Brochure

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 5, 2025

RESOLUTION 2025-28

ITASCA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING
PROPERTY TAX ABATEMENT RELATED TO
FOXHAVEN LLC TOWNHOME RENTALS PROJECT**

BE IT RESOLVED by the Board of Commissioners (the "Board") of Itasca County, Minnesota (the "County") as follows:

Section 1. Recitals.

1.01. The County has contemplated granting a property tax abatement in order to assist with the cost of constructing a residential rental townhome development initially consisting of four lots (hereinafter called "Abatement Parcels") located in the City of LaPrairie, Minnesota, pursuant to Minnesota Statutes Sections 469.1812 through 469.1815 (the "Act").

1.02. Pursuant to Section 469.1813, subd. 2(a) of the Act, the County may identify particular parcels and provide, by resolution, that the County may reduce all or a portion of the City's share of property taxes on the tax parcel in question to reduce all or part of the property tax amount for the political subdivision of the parcel.

1.03. The County has identified certain parcels, specifically tax parcel no's. 93-555-0010, 93-555-0040, 93-555-0210, & 93-555-0240 (the "Abatement Property"), within the corporate limits of the City of LaPrairie, Minnesota (new parcel numbers may be assigned as development moves forward) from which the County proposes to collect 100% of the County's share of taxes and forward those dollars to Foxhaven LLC (the "Developer") to help assist the project as noted above on a pay as you go basis, subject to all the terms and conditions of this resolution.

1.04. The Developer intends to construct up to 16 fourplexes of rental townhomes over four phases. The Developer has requested the development be provided with up to 15 years of Tax Abatement assistance, commencing with taxes payable year 2027, on a pay as you go basis to reimburse project costs.

1.05. The County understands that the City of LaPrairie intends to cooperate in this Tax Abatement who will also provide up to 15 years of Tax Abatement assistance, commencing with taxes payable year 2027, on a pay as you go basis to reimburse project costs.

1.06. The County Abatement on all Abatement Parcels shall not exceed \$587,000.

1.07. On August 5, 2025, the Board conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. Findings.

2.01. It is hereby found and determined that the benefits to the County from the abatement will be at least equal to the costs to the County of the Abatement, because the project will result in much needed housing opportunities which will have a positive impact on the local economy and would not happen without public assistance.

2.02. It is hereby found and determined that the abatement is in the public interest for the following reasons:

- (a) the abatement will increase tax base.
- (b) the abatement shall provide construction employment opportunities.
- (c) the abatement shall provide access to housing services for residents.

Section 3. Actions Ratified; Abatement Approved.

3.01. The Board hereby ratifies all actions of the County's staff and consultants in arranging for approval of this resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the terms and conditions noted in the attached Property Tax Abatement Plan, hereby incorporated into this Resolution.

3.03 In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the abatement, together with all other abatements approved by the County under the Act and paid in that year exceed the greater of 10% of the County's Net Tax Capacity for that year or \$200,000 (the "Abatement Cap"). The County may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatements under this Resolution.

Approved by the Itasca County Board of Commissioners this 5th day of August, 2025.

Attest:

Board Chair

County Auditor

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on August 5, 2025 and that the same is a true and correct copy of the whole thereof.

A handwritten signature in black ink, appearing to read "Brett Skyles", is positioned above a horizontal line.

Administrator

ITASCA COUNTY, MINNESOTA

RESOLUTION NO. _____

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PROPERTY TAX ABATEMENT RELATED TO
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3.01. The Board hereby ratifies all actions of the County's staff and consultants in arranging for approval of this resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the terms and conditions noted in the attached Property Tax Abatement Plan, hereby incorporated into this Resolution.

3.03 In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the abatement, together with all other abatements approved by the County under the Act and paid in that year exceed the greater of 10% of the County's Net Tax Capacity for that year or \$200,000 (the "Abatement Cap"). The County may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatements under this Resolution.

Approved by the Itasca County Board of Commissioners this 5th day of August, 2025.

Board Chair

Attest:

County Auditor

Draft 7/30/25

DEVELOPMENT AGREEMENT

BY AND BETWEEN

ITASCA COUNTY, MINNESOTA

AND

FOXHAVEN LLC

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2025, by and among the Itasca County, Minnesota, a body corporate and politic and political subdivision (the “County”), and Foxhaven LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the Developer intends to construct up to 16 fourplexes containing rental townhome units over four phases, with each phase expected to be 4 fourplexes on the Development Property (the “Project”) legally described on the attached Exhibit A (the “Development Property”); and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the County has established a Tax Abatement Program pursuant to which the County is authorized to grant an abatement of ad valorem property taxes imposed by the County under certain conditions; and

WHEREAS, the Developer has requested that the County provide financial assistance of up to \$587,000 over a period of up to 15-years to reimburse Developer through the Tax Abatement (defined below); and

WHEREAS, the County believes that the development and construction of the Project and fulfillment of this Agreement are vital and are in the best interests of the County, will increase the tax base in the County, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, following notice and a public hearing the County adopted Resolution No. __, dated August 5, 2025 (the “Abatement Resolution”), agreeing to provide, in accordance with the referenced Abatement Resolution, State law and this Agreement, abatement of County property taxes on the Development Property subject to the terms and conditions contained in the above-referenced Abatement Resolution and this Agreement (the “Tax Abatement”); and

WHEREAS, the County believes that the Project will meet the conditions of the Tax Abatement Act and Tax Abatement Program in that: (a) the County expects the benefits to the County from this Agreement to equal or exceed the costs to the County of this Agreement; and (b) the County finds that granting the Tax Abatement is in the public interest because it will increase or preserve the tax base of the County; and

WHEREAS, the County has determined that the Project: (a) will promote and carry out the objectives for which development in the County has been undertaken; (b) will be in the vital best interests of the County and the health, safety, morals and welfare of its residents; and (c) is in accord with the public purposes and provisions of the applicable state and local laws, including requirements of the City's Code, under which the Project will be undertaken and is being assisted; and

WHEREAS, the Developer and the County desire to enter into this Agreement in satisfaction of applicable requirements of the County, and to set out the undertakings and obligations of each party from this point forward with respect to the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this Agreement, as the same may be from time to time modified, amended or supplemented;

“Business Day” means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the County are authorized by law or executive order to close;

“City” means the City of LaPrairie, Minnesota;

“Code” means the City’s Code of Ordinances;

“County” means Itasca County, Minnesota;

“Developer” means Foxhaven LLC and its successors and assigns;

“Development Property” means the real property described on **Exhibit A**, attached hereto;

“Event of Default” means any of the events described in Section 4.1;

“Project” means the construction of up to 16 fourplexes containing rental townhome units over four phases, with each phase expected to be 4 fourplexes on the Development Property, pursuant to City specifications as provided in the Project Plans (as the same may be modified with City approval from time to time) and this Agreement;

“Project Plans” means all submissions required by the City Ordinances, or this Agreement with respect to the Project and all plans, drawings, plats and related documents for the construction of the Project, approved by the City and Developer, irrespective of whether the Developer’s and/or the City’s final approval of any such documents occurs before or after the execution and delivery of this Agreement;

“State” means the State of Minnesota;

“Tax Abatement” means the County’s reimbursement to the Developer for a portion of the costs of the Project pursuant to the specific provisions of Section 3.8.

“Tax Abatement Act” means Minnesota Statutes, Sections 469.1812 through 469.1815;

“Tax Abatement Program” means the action by the County pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the County. The County makes the following representations and warranties:

(1) The County is a municipal corporation and political subdivision organized under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Project to be undertaken by the Developer, the County proposes, subject to the further provisions of this Agreement, to reimburse the Developer for Project costs as further provided in this Agreement.

(4) The County has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

(5) This Agreement has been duly approved by the Board of Commissioners of the County and the execution and delivery of this Agreement has been authorized by such Board of Commissioners.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company duly organized, in good standing, and validly existing under the laws of the State and is registered and in good standing with the Office of the Secretary of State of Minnesota, with full authority to transact business in this State, has the power to enter into the Agreement and to perform its obligations hereunder, and is not in violation of its charter, articles of incorporation, operating agreement or any local, state or federal laws.

(2) The Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Project Plans, and all applicable local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations, City Policy and Code).

(3) The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. Without in any way limiting the foregoing, the Developer will request and seek to obtain from the City, if necessary, such approvals, variances, conditional use permits, zoning changes and other required City approvals as may be applicable.

(4) The Project will, as of the date it is completed and subject to the issuance of City approvals as herein contemplated, contain only uses permitted under the Code.

(5) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the County with respect to any litigation commenced with respect to the Project, but only to the extent that the County and the Developer are not adverse parties to the litigation.

ARTICLE III UNDERTAKINGS BY DEVELOPER AND COUNTY

Section 3.1 Construction of Project and Reimbursement of Cost.

(1) The Developer will construct or cause the Project to be constructed in a good and workmanlike manner in accordance with the Project Plans and at all times prior to the termination of this Agreement will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) The County shall partially reimburse the Developer for the costs of the Project paid by the Developer pursuant to the Abatement Program as provided in Section 3.8 and shall have no other financial obligation to the Developer with respect to the Project.

Section 3.2 Limitations on Undertaking of the County. Notwithstanding the provisions of Section 3.1, the County shall have no obligation to reimburse the Developer for the costs of the Project, if the County, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not cured.

Section 3.3 Completion of Construction. The Developer shall complete: i) Phase 1 of the Project by December 31, 2026; ii) Phase 2 of the Project by December 31, 2028; iii) Phase 3 of the Project by December 31, 2030; and iv) Phase 4 of the Project by December 31, 2032, unless extended to a date mutually agreeable to the County and Developer, in writing, which shall not be unreasonably denied. All work with respect to the Project to be constructed or provided by the Developer shall be in conformity with the Project Plans as submitted by the Developer and approved by the City.

Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or responsibilities under its zoning laws or construction permit processes.

Section 3.4 Damage and Destruction. In the event of damage or destruction of the Project the Developer shall repair or rebuild the Project.

Section 3.5 No Change in Use of Project. The County's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Developer.

Section 3.6 Assignment of Agreement. Developer may not assign its rights or obligations under this Agreement, or any portion of them, to a third party without the written consent of the County which consent the County may grant or withhold in its sole and absolute discretion. An assignment of the Developer's rights or obligations under this Agreement, shall not relieve the Developer of liability to the County for the performance of the Developer's obligations under this Agreement unless the County expressly agrees, in writing and in its sole and absolute discretion, to so release the Developer.

Section 3.7 Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes payable with respect to any part of the Development Property while owned by Developer.

Section 3.8 Tax Abatement Program.

(1) The Tax Abatement paid to the Developer shall be in accordance with and subject to the terms and conditions contained in the Abatement Resolution which is incorporated into this Agreement by reference and the Tax Abatement Act.

(2) On or before August 1 and February 1 each year commencing August 1, 2027 to and including February 1, 2042 the County shall pay the Developer the amount of the Tax Abatement received by the County in the previous six-month period.

(3) If certain development timeframes are not met, the payment of the Tax Abatement shall be reduced as follows:

(i) if Phase 1 is not substantially completed by December 31, 2026, payments of Tax Abatement will be fully withheld until the first collection year after the Phase 1 portion of the Project is deemed complete;

(ii) if Phase 2 is not substantially completed by December 31, 2028, payments will be reduced by 25% until the first collection year after the Phase 2 portion of the Project is deemed complete;

(iii) if Phase 3 is not substantially completed by December 31, 2030, payments will be reduced by 50% until the first collection year after the Phase 3 portion of the Project is deemed complete.

(iv) if Phase 4 is not substantially completed December 31, 2032, payments will be reduced by 75% until the first collection year after the Phase 4 portion of the Project is deemed complete.

Any amount of Tax Abatement withheld or reduced due to the development timeframes not being met is forfeited.

(4) In order to be entitled to the Tax Abatement provided for in this Agreement, the Developer shall not be in default within the County of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions. Notwithstanding the other provisions of this Article, the County shall not have any obligation to the Developer with respect to the Abatement of taxes hereunder if the County, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

ARTICLE IV EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay when due the payments required to be paid or secured under any provision of this Agreement or which are otherwise required, including the payment of any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Development Property, the Project or any portion thereof owned by the Developer.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) If Developer admits in writing of its inability to pay its debts generally as they become due, or shall file or be involuntarily named as a debtor in a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Development Property.

(5) If the Developer, on a petition in bankruptcy filed against it, be adjudicated bankrupt, or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or rearrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

(6) If the Developer is in default under any mortgage and has not entered into a workout agreement with its mortgagee within sixty (60) days after such default.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the County, as specified below, in addition to any other remedies or rights given the County under this Agreement, after the giving of thirty (30) days’ written notice to the Developer citing with specificity the item or items of default and notifying the Developer

that it has thirty (30) days within which to cure said Event of Default, and provided Developer does not cure such Event of Default within such time period, may take any one or more of the following actions:

(1) The County may suspend its performance under this Agreement, including the payment of any Tax Abatement, until it receives assurances from the Developer, deemed adequate by the County, that the Developer will cure its default and continue its performance under this Agreement.

(2) The County may cancel and rescind the Agreement.

(3) The County may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; provided that any exercise by the County of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage authorized by this Agreement; and provided further that should any mortgagee succeed by foreclosure of the mortgage or deed in lieu thereof in respect to the Developer's interest in the Development Property, the mortgagee shall, notwithstanding the foregoing, be obligated to perform the obligations of the Developer to complete construction of the Project described and in the manner required hereunder, but only to the extent that the same have not theretofore been performed by the Developer.

(4) The County may withhold any certificate or permit required hereunder.

The notice of an Event of Default required in this Section shall be effective on the date mailed or hand delivered to the Developer.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as expressly set forth herein, it shall not be necessary to give notice to exercise a remedy, other than such notice as may be required in this Article.

Section 4.4 No Implied Waiver. In the event any obligation contained in this Agreement should be breached by either party hereto and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the County shall employ attorneys or incur other expenses for the collection of payments due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand

therefore, pay to the County the reasonable fees of such attorneys and such other expenses so incurred by the County.

Section 4.6 Release and Indemnification Covenants.

(1) The Developer expressly releases from and covenants and agrees to indemnify and hold the County and its officers, agents, servants, employees and all members of the Board of Commissioners, and other County board or commission harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity to the extent in connection with, or an account of the Project, the Development Property, or the performance of work at the development site and elsewhere pursuant to this Agreement, and further releases such officers employees, agents and members from any personal liability in connection with handling funds pursuant to the terms of this Agreement. The indemnification provided hereunder shall not apply to intentional acts or gross misconduct of the individual or entity so indemnified.

(2) Except for any material misrepresentation or any willful or wanton or gross misconduct of the following named parties, the Developer agree to protect and defend the County and its officers, agents, servants and employees and all members of the Board of Commissioners, and other County board or commission, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, action or other proceeding whatsoever by any person or entity whatsoever to the extent arising or purportedly arising from a breach of the obligations of the Developer under (i) this Agreement, or (ii) the transactions contemplated hereby, or (iii) the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The County and its officers, agents, employees and all members of the Board of Commissioners, and other County board or commission shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person other than their own.

(4) All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the County and not of any officer, agent, servant, employee or any members of the Board of Commissioners, planning commission and other board or commission of the County in the individual capacity thereof.

(5) The Developer is not an agent of the County and this Agreement shall not be construed as creating a joint venture, partnership or other joint arrangement between the Developer and the County relating to the Project.

ARTICLE V ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest/No Personal Liability. No member of the governing body or other official or employee of the County shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any

corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the County shall be personally liable to the Developer in the event of any default or breach by the County or for any amount that may become due to the Developer for any obligations under the terms of this Agreement.

Section 5.2. Non-Discrimination. Developer shall not violate any law applicable to it with respect to civil rights and non-discrimination including, without limitation, Minnesota Statutes, Section 181.59.

Section 5.3. No Merger. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the Development Property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 5.4. Responsibility for Costs. Developer shall be responsible for the following costs incurred with respect to this Agreement, which costs shall be paid as set forth below:

(1) The Developer shall reimburse the County for reasonable, administrative and out-of-pocket costs, expenses and disbursements incurred in the enforcement of this Agreement, including engineering and attorney's fees.

(2) The Developer shall pay in full all bills submitted to it by the County within thirty (30) days after receipt. If the bills are not paid on time, the County may without further notice to Developer exercise any one or more of the remedies provided to the County by Article IV hereunder.

Section 5.5 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

Foxhaven LLC

Attn: _____

(2) in the case of the County is addressed to or delivered personally to:

Itasca County

Attn: County Auditor

123 NE 4th Street

Grand Rapids, MN 55744

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7 Duration. This Agreement shall remain in effect through February 1, 2042, unless earlier terminated or rescinded in accordance with its terms.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.9 Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

Section 5.10 Rules of Interpretation.

(1) *Governing Law.* This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota,

(2) *Includes Entire Agreement.* The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(3) *Original Sections.* References herein to any particular article, section or paragraph hereof are to the section or subdivision of this Agreement as originally executed.

(4) *Headings.* Any headings, captions, or titles of the several parts, articles, sections, and paragraphs of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provision.

(5) *Conflict Between Agreements.* In the event of any conflict between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any other instrument, the terms, conditions and provisions of this Agreement shall control and take precedence.

(6) *Entire Agreement.* This Agreement including any Schedules and Exhibits hereto contain the entire agreement of the parties relating to the subject matter herein, and no other prior or contemporary agreements, oral or written, shall be binding upon the parties hereto.

(7) *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as provided and as conditioned in this Agreement.

(Remainder of this page left blank intentionally.)

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

ITASCA COUNTY, MINNESOTA

By _____
Its Board Chair

By _____
Its County Auditor

FOXHAVEN LLC

By _____
Its _____

Exhibit A

Legal Description of Development Property

PID: 93-555-0010, 93-555-0040, 93-555-0210, and 93-555-0240

City of LaPrairie, Minnesota Itasca County, Minnesota

2005 Cooperative Property Tax Abatement Plan (Foxhaven LLC Townhome Rentals Project)

Public Hearings:

City: August 4, 2025
County: August 5, 2025



DDA

**David Drown Associates, Inc.
Public Finance Advisors**

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612-920-3320 (phone); 612-605-2375 (fax)
www.daviddrown.com

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Cooperative Property Tax Abatement Plan (Foxhaven LLC Townhome Rentals Project)

Introduction

Foxhaven LLC is proposing a residential housing development comprised of up to 64 townhome rental units (16 fourplexes) to be located within the corporate boundaries of the City of LaPrairie in Itasca County. The development would take place over four phases; each phase is expected to be 4 fourplexes. The high cost of construction and infrastructure serves as a significant barrier for this development. As such, Foxhaven LLC has requested public assistance from both the City of LaPrairie and Itasca County to allow this project to move forward.

The City of LaPrairie and Itasca County intend to authorize the use of tax abatement assistance on a “pay as you go” basis to support and encourage this project which is deemed to be in the public interest.

Section 1 Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

“City” means the City of LaPrairie, Minnesota.

“County” means Itasca County, Minnesota

“Company” means Foxhaven LLC, its successors and/or assigns.

“Plan” means the Tax Abatement Plan associated with assisting the Company (this document).

“Project” means the development of a residential housing development consisting of up to 64 rental townhomes.

“Project Area” means the geographic area or tax parcels included in the Tax Abatement Project, initially this includes tax parcels no. 93-555-0010, 93-555-0040, 93-555-0210, and 93-555-0240. Note, new PINs may be assigned as the development occurs.

“State” means the State of Minnesota.

“Tax Abatement Law” means Minnesota Statutes, Sections 469.1812 to 469.1815, both inclusive, as amended from time to time).

Section 2 Statutory Authorization

The City and County are empowered under the provisions of Tax Abatement Law to authorize property tax abatement.

Section 3 Statement of Need and Public Purpose / Public Benefits

Without property tax assistance, the Company would not be willing or able to move forward which would prevent the public benefits associated with the Project. The Project serves the following public purposes listed under State Statute 469.1813, Subdivision 1:

1. the cooperative tax abatement shall increase tax base;
2. the cooperative tax abatement shall provide construction employment opportunities;
3. the cooperative tax abatement shall provide access to housing services for residents.

Refer to Exhibit 2 for a calculation of the abatements for the Project. The City and County hereby make the finding that the benefits to each of the respective political subdivisions shall equal or exceed the costs of the abatement. At a minimum, the benefits will equal the costs because the abatements contemplated in this Plan shall be offset

by new tax base thus ensuring the abatements will not cause an increase in the local tax rate for either the City or the County. The benefits, in actuality, are expected to exceed the costs because the Projects will also lead to increased commerce within the City and County.

Section 4 Specific Development Expected

The Company is expected to construct up to 16 fourplexes containing rental townhome units over four phases. Each phase is expected to be 4 fourplexes. Phase 1 is expected to be completed by the end of 2026, Phase 2 by end of 2028, Phase 3 by end of 2030, and Phase 4 by end of 2032. Each fourplex is expected to have a taxable valuation of at least \$575,000. If this holds true, and all four phases are successfully completed, this will mean an increase of \$9.2 million of taxable value (or more) for the City of LaPrairie and Itasca County.

Section 5 Property to be Included

The property to be included in this Plan is initially made up of four tax parcels (93-555-010, 93-555-040, 93-555-0210, & 93-555-0240). New parcel numbers may be assigned as development occurs. All of said property is located within the corporate limits of the City and County. Please refer to Exhibit 1 for a map of the Tax Abatement Project Area.

Section 6 Limitations of Tax Abatement

Pursuant to Tax Abatement Law, specifically Minnesota Statutes Section 469.1813 Subd. 8, in any year, the total amount of cumulative property taxes abated by a political subdivision may not exceed (1) ten percent of the net tax capacity of the political subdivision for the taxes payable year to which the abatement applies, or (2) \$200,000, whichever is greater.

In the case of the City of LaPrairie, the \$200,000 annual limit applies as it exceeds 10% of the City's net tax capacity for taxes payable 2025.

In the case of Itasca County, the limit is \$8,979,649 which is 10% of the County's net tax capacity for taxes payable 2025.

In this instance, even after full development, both jurisdictions' anticipated annual contributions to the Project will fall far below these thresholds.

Section 7 Estimated Sources and Uses of Funds (Public Costs)

The amount of tax abatement assistance will be limited to the increased City and County taxes due to the estimated increase in tax capacity of the Project Area as a result of the Project over a fifteen-year period commencing with taxes payable 2027. Below are the estimated sources and uses for this Plan:

Uses of Funds:

Tax Reimbursements	\$1,052,000
Planning	5,000
Legal	3,000
Total Uses of Funds	\$1,060,000

Sources of Funds:

City Property Tax Abatements	\$465,000
County Property Tax Abatements	587,000
Company Contributions	8,000
Total Sources of Funds	\$1,060,000

Section 8 Estimated Revenues

The base tax capacity of the Project Area is calculated to be \$1,535. The cooperative tax abatement shall be limited to the increase in tax capacity due to new development. By limiting the abatement in this way, the taxing jurisdictions will not be surrendering current taxes being collected from the properties in question.

Based on the expected development timeframe, anticipated taxable valuations, and the City's current 2025 tax capacity rate of approximately 37%, this will generate \$465,000 in City Tax Abatement over a period of fifteen years (commencing with taxes payable 2027).

Based on the expected development timeframe, anticipated taxable valuations, and the County's current 2025 tax capacity rate of approximately 47%, this will generate \$587,000 in County Tax Abatement over a period of fifteen years (commencing with taxes payable 2027). Refer to Exhibit 2 for a breakdown of estimated revenues.

Section 9 Duration Limit

As allowed by Tax Abatement Law, the cooperative abatement contemplated in this Plan shall be for up to fifteen years (each, for both the City and County) commencing with taxes payable year 2027, or until the City and County have each hit their maximum authorized amount (\$465,000 and \$587,000 respectively), whichever comes first. These are independent timelines, so it is possible one jurisdiction will satisfy its tax abatement obligations prior to the other.

Section 10 Funding Mechanism

The City and County shall each independently have a contract with the Company. However, both agreements will be nearly identical other than having different reimbursement amounts as noted previously.

Tax abatements will be limited to new property taxes generated by an increase in tax capacity only. See Section 8.

Both the City and County are eager to assist the Project. However, both jurisdictions are also motivated for fairly quick development. As such, each contract will have a reduction factor in tax abatement payments if certain development timeframes are not met, specifically:

1. If Phase 1 is not substantially completed by end of year 2026, payments will be 100% withheld until the first collection year after it is deemed complete.
2. If Phase 2 is not substantially completed by end of year 2028, payments will be reduced by 25% until the first collection year after it is deemed complete.
3. If Phase 3 is not substantially completed by end of year 2030, payments will be reduced by 50% until the first collection year after it is deemed complete.
4. If Phase 4 is not substantially completed by end of year 2032, payments will be reduced by 75% until the first collection year after it is deemed complete.

Any tax abatement payments withheld or reduced due to late development are not to be recouped, they are lost.

Section 11 Wage & Job Goals

Minnesota Statutes Sections 116J.991 to 116J.993 (the "Business Subsidy Act") require a business receiving at least \$150,000 of state or local government assistance to create a net increase in jobs in Minnesota within two years of receiving assistance and meet wage level and job creation goals established by the funding agency. Businesses not meeting these conditions must repay the assistance to the funding agency.

This is a housing development and is exempt from these rules.

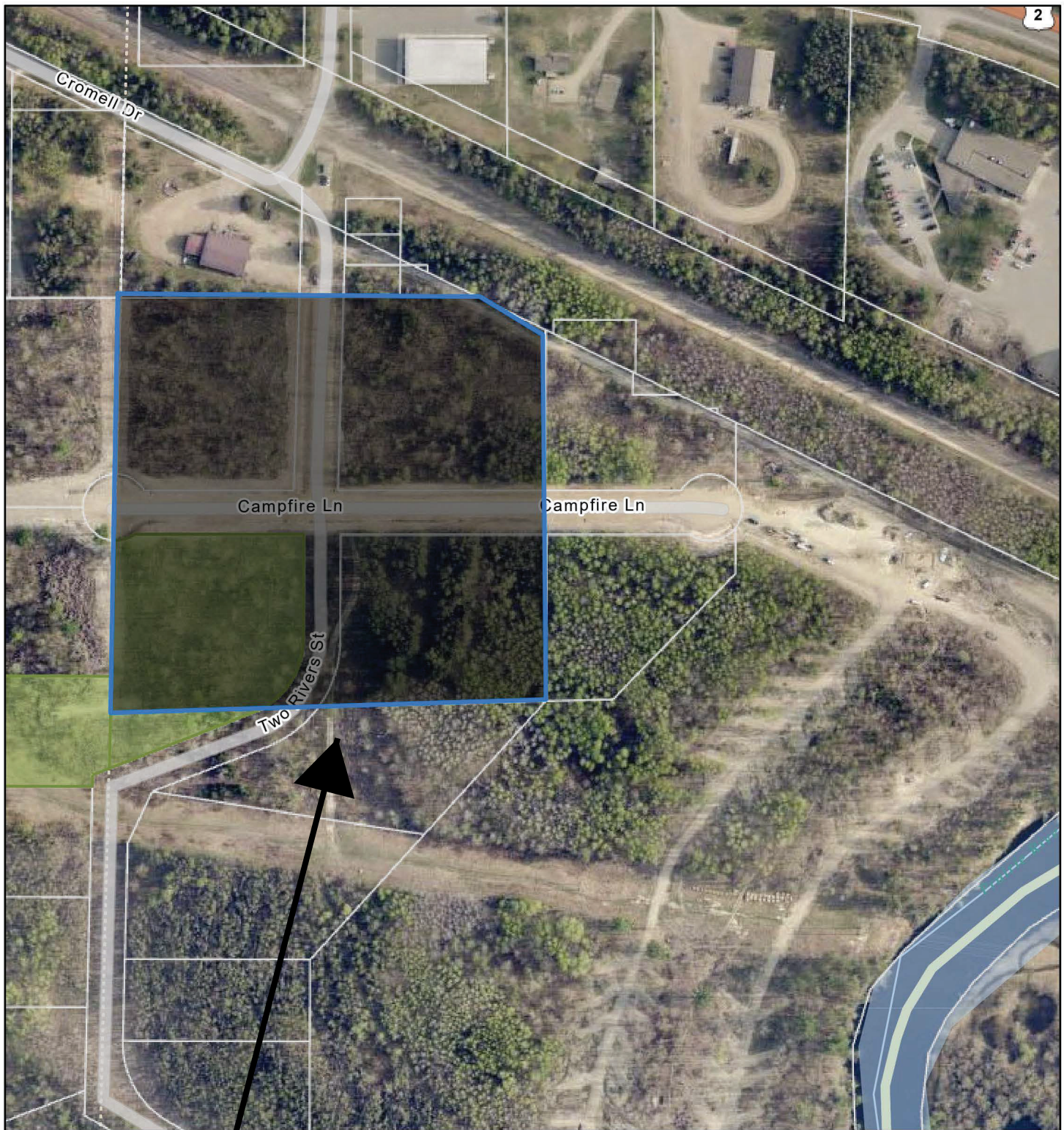
Exhibits

Map of Tax Abatement Area.....Exhibit 1

Parcels, Valuations, Revenue Projections & Calculation of Abatement by Jurisdiction.....Exhibit 2

City of LaPrairie, Minnesota & Itasca County, Minnesota

Cooperative Property Tax Abatement - Foxhaven LLC Townhome Rentals Project



Tax Abatement Project Area

City of La Prairie & Itasca County Cooperative Tax Abatement
Foxhaven LLC Townhome Rentals Project
Tax Abatement Projections

Parcels and Values

Parcel Numbers*	Current Market Value (Land Only)		Current Tax Capacity	
93-555-0010	\$	31,400	\$	393
93-555-0040	\$	29,500	\$	369
93-555-0210	\$	31,400	\$	393
93-555-0240	\$	30,500	\$	381
TOTALS	\$	122,800	\$	1,535

Class 4A (residential non homestead 4+ units)

* New PINs will likely be assigned as development takes place

Development Assumptions

	Phase 1 (2025)		Phase 1 (2026)		Phase 2		Phase 3		Phase 4	
Assumed Construction Year	2025		2026		2028		2030		2032	
No. of Units	2		2		4		4		4	
Avg. Taxable Value / Unit	\$	575,000	\$	575,000	\$	575,000	\$	575,000	\$	575,000
Tax Capacity per Unit(Class 4A - 1.25%)	\$	7,188	\$	7,188	\$	7,188	\$	7,188	\$	7,188
Estimated City Tax Rate	37%									
Estimated County Tax Rate	47%									

ESTIMATED TAX ABATEMENT REVENUES

Construction Year (Taxes Payable Year)	Cumulative # of Units		New Total Tax Capacity		Less Original Tax Capacity		Captured Tax Capacity	ESTIMATED CITY		ESTIMATED COUNTY	
								TAX ABATEMENTS		TAX ABATEMENTS	
2025 (2027)	2	\$	14,375	\$	(1,535)	\$	12,840	\$	4,752	\$	5,999
2026 (2028)	4	\$	28,750	\$	(1,535)	\$	27,215	\$	10,073	\$	12,716
2027 (2029)	4	\$	28,750	\$	(1,535)	\$	27,215	\$	10,073	\$	12,716
2028 (2030)	8	\$	57,500	\$	(1,535)	\$	55,965	\$	20,714	\$	26,148
2029 (2031)	8	\$	57,500	\$	(1,535)	\$	55,965	\$	20,714	\$	26,148
2030 (2032)	12	\$	86,250	\$	(1,535)	\$	84,715	\$	31,355	\$	39,581
2031 (2033)	12	\$	86,250	\$	(1,535)	\$	84,715	\$	31,355	\$	39,581
2032 (2034)	16	\$	115,000	\$	(1,535)	\$	113,465	\$	41,996	\$	53,014
2033 (2035)	16	\$	115,000	\$	(1,535)	\$	113,465	\$	41,996	\$	53,014
2034 (2036)	16	\$	115,000	\$	(1,535)	\$	113,465	\$	41,996	\$	53,014
2035 (2037)	16	\$	115,000	\$	(1,535)	\$	113,465	\$	41,996	\$	53,014
2036 (2038)	16	\$	115,000	\$	(1,535)	\$	113,465	\$	41,996	\$	53,014
2037 (2039)	16	\$	115,000	\$	(1,535)	\$	113,465	\$	41,996	\$	53,014
2038 (2040)	16	\$	115,000	\$	(1,535)	\$	113,465	\$	41,996	\$	53,014
2039 (2041)	16	\$	115,000	\$	(1,535)	\$	113,465	\$	41,996	\$	53,014
TOTALS >>		\$						\$	465,000	\$	587,000



Municipal Securities Rulemaking Board

A photograph of a classical building facade, likely a town hall, with large columns and a pediment. The words "TOWN HALL" are inscribed in gold letters on the facade. A semi-transparent blue box is overlaid on the upper portion of the image, containing the title text.

Information for Municipal Advisory Clients

The Municipal Securities Rulemaking Board (MSRB) provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with our rules when engaging in municipal advisory activities.

This document summarizes key principles of our rules that protect you. It also provides information on how to file a complaint against a municipal advisor with the appropriate federal regulatory authority. For the complete text of the rules and additional educational information, visit the MSRB's website at www.msrb.org.

Professional Competency. Our rules require that your municipal advisor meet professional qualification requirements based on its municipal advisory activities. Beginning January 1, 2018, our rules require that municipal advisors also meet continuing education requirements.

Fair Dealing. Our rules require that your municipal advisor deal fairly with you and not engage in any deceptive, dishonest or unfair practice. Your municipal advisor must satisfy a duty of care. Your municipal advisor's recommendations must be suitable, and your municipal advisor's compensation for its recommendations must not be excessive.

To help make sure that your municipal advisor is providing unbiased advice, our rules address potential conflicts of interest, including gift-giving and political contributions. Our rules generally prohibit a municipal advisor from advising or soliciting a municipal entity within two years of a political contribution to an official of that municipal entity.

Our rules also require that you receive certain disclosures from your municipal advisor so you are aware of information that is material to your decision-making. If you are receiving advice from your municipal advisor, your municipal advisor must disclose, in writing, all material conflicts of interest, and all legal and disciplinary events material to your evaluation of your municipal advisor. We refer to this as a “full and fair” disclosure under our rules.

Terms as Used in this Brochure

- ➔ **You:** A municipal advisory client, including:
 - **Municipal Entity:** A state, political subdivision of a state, or municipal corporate instrumentality of a state, including a public pension plan.
 - **Obligated Person:** Any person (including the issuer) legally committed to support payment of all or part of an issue of municipal securities, other than certain unrelated providers of credit or liquidity enhancement.
- ➔ **Municipal Advisory Activities**
 - **The provision of advice** to you with respect to municipal financial products or the issuance of municipal securities.
 - **Solicitation** of you on behalf of certain third parties to purchase a product or service.

You are also protected by our fair dealing rules if you are solicited by a municipal advisor on behalf of a third-party municipal securities dealer, municipal advisor or investment adviser to buy certain products or services. That municipal advisor must disclose all material facts about the solicitation, including all material risks and characteristics of the product or service.

Duty of Loyalty. If you are a municipal entity, our rules provide extra protections when your municipal advisor advises you about municipal financial products or the issuance of municipal securities. Your municipal advisor must deal honestly and with the utmost of good faith, and act in your best interests without regard to its financial or other interests.

Periodic Disclosure. Your municipal advisor must periodically provide you with the following:

- ➔ a statement that it is registered with the MSRB and the Securities and Exchange Commission (SEC);
- ➔ the MSRB’s website address; and
- ➔ a statement as to the availability of this brochure.

Documentation. When hiring a municipal advisor to provide advice, your municipal advisor must give you a written document outlining certain terms of its relationship with you.

Remedies for Disputes

If you have a dispute with your municipal advisor firm or representative, you should try to — but do not have to — resolve it with the individual or a supervisor. In some cases, you may not be able to resolve the dispute.

Municipal advisors that also act as municipal securities dealers must follow additional rules. For more information about the regulatory protections for investors, see the MSRB's [Information for Municipal Securities Investors](#) brochure.

Filing a Complaint

Regardless of whether you have tried to resolve your complaint directly, you may file a formal complaint with the regulatory agency that examines your municipal advisor for compliance with MSRB rules. You also may contact the MSRB, at 1300 I Street NW, Suite 1000, Washington, DC, 20005, 202-838-1330, complaints@msrb.org, and we will forward the complaint to the appropriate enforcement agency listed below.

To expedite the handling of your complaint, please be as specific as possible as to the nature of the complaint, including detail about the representative and/or firm involved. Please provide your name, phone number, email address and mailing address.

If you have a complaint about a potential violation of MSRB rules or other federal securities laws, contact:

U.S. Securities and Exchange Commission

SEC Center for Complaints and Enforcement Tips
100 F Street, N.E.
Washington, DC 20549-5990
<https://www.sec.gov/reportspubs/investor-publications/complaintshtml.html>

Or use the online portal at:
<https://denebleo.sec.gov/TCRExternal/index.xhtml>

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission

Office of Municipal Securities
100 F Street, N.E.
Washington, DC 20549
(202) 551-5680

If you have a complaint against your municipal advisor that is also registered with FINRA as a dealer, contact:

FINRA Investor Complaint Center

9509 Key West Avenue
Rockville, MD 20850-3329
(240) 386-4357
<http://www.finra.org/investors/problem>

Or use the online portal at:
<http://www.finra.org/investors/investor-complaint-center>

About the MSRB

The MSRB protects investors, state and local governments and other municipal entities, and the public interest by promoting a fair and efficient municipal securities market. The MSRB fulfills this mission by regulating the municipal securities firms, banks and municipal advisors that engage in municipal securities and advisory activities. To further protect market participants, the MSRB provides market transparency through its [Electronic Municipal Market Access \(EMMA®\)](#) website, the official repository for information on all municipal bonds. The MSRB also serves as an objective resource on the municipal market, conducts extensive education and outreach to market stakeholders, and provides market leadership on key issues. The MSRB is a Congressionally-chartered, self-regulatory organization governed by a 21-member board of directors that has a majority of public members, in addition to representatives of regulated entities. The MSRB is subject to oversight by the Securities and Exchange Commission.