



Board of County Commissioners Agenda Request

2F

Agenda Item #

Requested Meeting Date: 8/12/2014

Title of Item: Utility easement East Central Electric 1-43-22

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
Submitted by: 		Department: Land
Presenter (Name and Title): Mark Jacobs - Land Commissioner		Estimated Time Needed: n/a
Summary of Issue: MS 282.04 allows for easements across County administered tax-forfeited lands when the price and terms are approved by the County Board. Based on the Aitkin County easement policy, the fee for this electric utility easement is... Easement fee - \$2477.19 (1.25 acres x \$1981.75/acre) Recording fee - \$46.00 Total = \$2523.19		
Alternatives, Options, Effects on Others/Comments: This would supply electricity to a landowner in Section 1 of Wagner Township that currently has an ingress/egress easement on a forest road in 1-43-22.		
Recommended Action/Motion: Motion to approve easement request contingent on the fees being paid prior to construction.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> n/a		

EASEMENT

Pursuant to the authority given to the undersigned County Auditor of Aitkin County, by the County Board of said County of Aitkin, as set forth in their resolution adopted by the County on _____, there is hereby granted to East Central Energy of PO Box 39 Braham, Mn. 55006., a perpetual easement over and across the hereinafter described tax-forfeited land for the purpose of constructing an underground distribution electric power line easement over the following described property, if consistent with the public interest:

That part of the East One Half of the East One Half of Section Two (2), Township Forty-three (43) North, Range Twenty-two (22) West, County of Aitkin State of Minnesota, better described as follows: A strip of land 10 feet wide, beginning at the east line and extending east 10 feet and paralleling for the entire distance of the existing 20 foot wide ingress/egress easement which has a centerline better described as follows:

Commencing at the southwest corner of Section 1 Township 43 N Range 22 W; thence north 88 degrees 45 minutes 23 seconds E a distance of 15 feet to the point of beginning; thence N 15 degrees 34 minutes 53 seconds West, 42.34 feet; thence North 1 degree 48 minutes 28 seconds West 408.04 feet; thence N 1 degree 5 minutes 31 seconds West, 682.11 feet; thence N 0 degrees 22 minutes 31 seconds West, 406.51 feet; thence N 0 degrees 54 minutes 35 seconds West, 167.62 feet; thence N 0 degrees 42 minutes 32 seconds East, 251.39 feet; thence N 3 degrees 22 minutes 34 seconds West, 660.00 feet; thence N 2 degrees 12 minutes 5 seconds West, 276.57 feet; thence N 0 degrees 40 minutes 58 seconds East, 198.09 feet thence N 3 degrees 45 minutes 28 seconds West, 284.74 feet; thence N 15 degrees 54 minutes 11 seconds West, 225.16 feet; thence N 3 degrees 5 minutes 49 seconds West, 215.83 feet; thence N 7 degrees 21 minutes 23 seconds East 420.82 feet; thence N 2 degrees 40 minutes 23 seconds East, 191.61 feet; thence N 7 degrees 52 minutes 6 seconds West, 123.71 feet; thence N 26 degrees 44 minutes 13 seconds West, 115.62 feet; thence N 36 degrees 56 minutes 54 seconds West, 225.67 feet; thence N 18 degrees 40 minutes 6 seconds West, 121.65 feet; thence N 4 degrees 13 minutes 56 seconds West, 270.79 feet; thence N 30 degrees 58 minutes 31 seconds East, 124.97 feet to the point of termination at the north line of said section 2. ALSO the north 30 feet of said NE ¼ of Section 2, lying East of the above described centerline.

BE IT FURTHER RESOLVED, that said easement be granted, subject to the following terms, and conditions:

The easement shall be constructed and maintained by the grantee or permittee without any cost to the County of Aitkin and shall be open for public use, as long as said easement is in force.

1. The easement shall be constructed and maintained by the grantee or permittee without any cost to the County of Aitkin and shall be open for public use, as long as said easement is in force.
2. Any timber cut or destroyed shall be paid for at the usual rate as soon as determined by the Land Commissioner. (Timber within ROW has been included in the easement costs.)
3. Aitkin County manages County owned and tax-forfeited lands to produce direct and indirect revenue for the taxing districts. This management includes the harvesting and extraction of timber, gravel, minerals, and other resources. The issuing and use of this easement shall not adversely affect the management and harvesting of timber and other resources on County owned and tax forfeited land. If

for any reason, including township or county road construction or reconstruction, the easement needs to be relocated, the county and township will not be responsible for any relocation costs.

4. Any such easement may be canceled by resolution of the County Board for any substantial breach of its terms or if at any time its continuance will conflict with public use of the land, or any part thereof, on which it is granted, after ninety (90) days written notice, addressed to the record owner of the easement at the last known address.
5. Land affected by this easement may be sold or leased for any legal purpose, but such sale or lease shall be subject to this easement and excepted from the conveyance or lease, while such easement remains in force.
6. Failure to use the right of way described in this document for the purpose for which this easement is granted for a period of five years, shall result in the cancellation of this easement and any rights granted to the grantee by this easement shall cease to exist and shall revert to the grantor.
7. Construction and design shall not adversely affect the drainage of any lands.
8. All Federal, State, and local laws, ordinances rules, and regulations regarding wetlands, construction of road, placement of fill material, and disposal of excavated material shall be followed and are the responsibility of the grantee.
9. Upon termination of this easement, the grantee shall promptly remove all lines, wires, poles and other personal property and restore said lands to proper condition at no cost to the lessor. If the lessee fails to do so within 60 days of termination, the lessor shall have the right to remove said personal property and restore said land in which event the lessee shall promptly reimburse the lessor for all costs incurred plus 15%.
10. Any land survey markers or monuments, disturbed, moved or destroyed during the construction or maintenance of this easement area shall be replaced and restored at the expense of the applicant. If not replaced or restored by the applicant, the County may restore said monument and the applicant shall be responsible for all costs of said replacement and restoration plus 15%.

Dated at Aitkin, Minnesota this ____ day of _____, 2014.

Kirk Peysar, Aitkin County Auditor

This instrument was drafted by:

Mark Jacobs, Land Commissioner
209 2nd St. NW Room 206
Aitkin, Mn. 56431

Tax statements go to:

East Central Energy
PO Box 39
Braham, Mn. 55006



Request for Access Across Tax-Forfeited Lands In Aitkin County

August 29, 2006

Before completing this request, read the accompanying instructions to determine the type of easement that you are requesting. Please attach a map showing the proposed easement that you are requesting. A non-refundable application fee of \$400.00 must accompany this application. If approved, the application fee will be applied to the easement fee.

① Easement:

- Utility easement only
- Recreational road easement – no utilities are allowed, for recreation use only
- Residential road easement – includes utility easement, for year round use

See the instruction sheet for better definitions of the types of easements

② Applicant Information (please print or type)

David Waletski East Central Energy
 Name of applicant Company name
P.O. Box 39 8116th St NW Braham MN 55006
 Mailing address City State Zip Code
763-691-2037 dave.waletski@ecemn.com
 Daytime phone number E-mail address

③ Please answer the following with regards to YOUR parcel being accessed:

Tax Parcel Number 34-0-000200 Acreage 40
 Location of Parcel: Legal Description: NW 1/4 of the NE 1/4
 Section 1 Township 43N Range 22W
 Do you own the property? yes no fee owner contract for deed purchaser
 Do you have any other access into this property? yes no
 Will the proposed easement route cross property other than Aitkin County tax forfeited lands? yes no
 If yes, has legal access been acquired from these other properties? yes no

④ Please write a brief note on why you are requesting an easement:

To provide power to Richard Cristan

⑤ Signature of applicant or authorized representative

David Waletski
 Date 7/15/2014

⑥ Please return the completed form, and map along with the nonrefundable application fee of \$400.00 to:

Aitkin County Land Department
 209 2nd St. NW Room 206
 Aitkin, MN. 56431
 218-927-7364

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND WATERMARK/LINES ON THE BACK. HOLD AT ANGLE TO VIEW



412 Main Avenue North
 P.O. Box 39
 Braham, MN 55006-0039

No. 187195

75-120/919

FOUR HUNDRED AND NO / 100*****

PAY AITKIN COUNTY LAND DEPARTMENT
 TO 209 2ND ST NW ROOM 206
 THE AITKIN MN 56431
 ORDER
 OF

DATE	CHECK NO.	AMOUNT
07/17/2014	187195	\$*****400.00

Cheryl Hagfors
Cheryl Hagfors

13307

SIGNATURE IS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 187195⑈ ⑆091901202⑆ 2129⑈

EASEMENT DEED

THIS INDENTURE, made this _____ day of _____, 20____ between, Aitkin County of the State of Minnesota, party of the first part (hereinafter called "Owner"), EAST CENTRAL ENERGY, a cooperative corporation under the laws of the State of Minnesota, party of the second part (hereinafter called "the Cooperative"),

WITNESSETH, that the said Owner, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Quitclaim and Convey unto the said Cooperative, its successors and assigns, an easement, over, across and through that certain tract or parcel of land lying and being in the County of Aitkin, and State of Minnesota, described as follows, to-wit:

That part of the E 1/2 of the E 1/2 of Section Two (02), Township Forty Three North (43N), Range Twenty-Two West (22W), County of Aitkin State of Minnesota, better described as follows: A strip of land 10 feet wide, beginning at the east line and extending east 10 feet and paralleling for the entire distance of the existing 20 foot wide ingress/egress easement which has a centerline better described as follows:

Commencing at the southwest corner of section 1 Township 43N Range 22W; thence north 88 degrees 45 minutes 23 seconds E a distance of 15 feet to the point of beginning; thence N 15 degrees 34 minutes 53 seconds West, 42.34 feet; thence North 1 degree 48 minutes 28 seconds West, 408.04 feet; thence N 1 degree 5 minutes 31 seconds West, 682.11 feet; thence N 0 degrees 22 minutes 31 seconds West, 406.51 feet; thence N 0 degrees 54 minutes 35 seconds West, 167.62 feet; thence N 0 degrees 42 minutes 32 seconds East, 251.39 feet; thence N 3 degrees 22 minutes 34 seconds West, 660.00 feet; thence N 2 degrees 12 minutes 5 seconds West, 276.57 feet; thence N 0 degrees 40 minutes 58 seconds East, 198.09 feet; thence N 3 degrees 45 minutes 28 seconds West, 284.74 feet; thence N 15 degrees 54 minutes 11 seconds West, 225.16 feet; thence N 3 degrees 5 minutes 49 seconds West, 215.83 feet; thence N 7 degrees 21 minutes 23 seconds East 420.82 feet; thence N 2 degrees 40 minutes 23 seconds East, 191.61 feet; thence N 7 degrees 52 minutes 6 seconds West, 123.71 feet; thence N 26 degrees 44 minutes 13 seconds West, 115.62 feet; thence N 36 degrees 56 minutes 54 seconds West, 225.67 feet; thence N 18 degrees 40 minutes 6 seconds West, 121.65 feet; thence N 4 degrees 13 minutes 56 seconds West, 270.79 feet; thence N 30 degrees 58 minutes 31 seconds East, 124.97 feet to the point of termination at the north line of said section 2. ALSO the north 30 feet of said NE 1/4 of Section 2, lying East of the above described centerline.

The Cooperative shall have the right to use the premises above-described, (both above and below the) ground for the erection, construction, reconstruction, replacement, modification, upgrading, removal, maintenance and operation of an electric distribution line consisting of structures, poles, towers, wires, cables, footings, foundation, cross arms, transformers, both above and below the ground, and other equipment incidental to the use of said easement for an electrical right-of-way, together with the right to alter, repair, maintain, upgrade and remove the property of the Cooperative in whole or in part at any time. The Cooperative shall have the right to increase or decrease the number of poles, conduits, wires, cables, handholes, manholes, connection boxes, transformers, transformer enclosures and similar equipment at any time and without notice to the owner.

The Cooperative shall have the right of ingress and egress across the Owner's property adjacent to said easement for any purpose necessary in connection with the use of said easement and such right of ingress and egress shall be considered a covenant which runs with the land. Such ingress and egress shall be exercised in a reasonable manner by the Cooperative and the Owners shall be reimbursed for any damages to crops, fences or other fixtures which may be incidental to the use of such ingress and egress.

This easement includes the right of the Cooperative at any time to cut, remove, clear away, trim and control by machinery or other means, any and all trees, brush and shrubbery whether on the right-of-way described herein or adjacent thereto which may, in the sole unexclusive opinion of the Cooperative, interfere with the safe construction, operation and maintenance of the electrical line to be built or now in place and the equipment used in connection therewith.

The Owner covenants and agrees that he or she is the Owner of the above-described lands and that said lands are free and clear of encumbrances and liens, except those held by the following:

TO HAVE AND TO HOLD SAID EASEMENT, together with all hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said Cooperative, its successors and assigns, forever.

IN WITNESS WHEREOF, the above County has caused this instrument to be executed in its name by its _____ (title of officer), on _____, 20_____.

full name of County
By: _____
signature of officer
Its: _____
title of officer

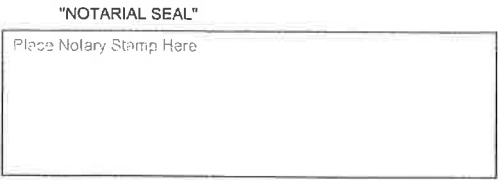
STATE OF MINNESOTA
COUNTY OF _____

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

(name of officer), as _____ (title of officer), of

(name of County, on behalf of that County)

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



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Aitkin Co. Easement End

Aitkin Co. Easement Pt 21
Aitkin Co. Easement Pt 20

Aitkin Co. Easement Pt 19
Aitkin Co. Easement Pt 18

Aitkin Co. Easement Pt 17
Aitkin Co. Easement Pt 16
Aitkin Co. Easement Pt 15

Aitkin Co. Easement Pt 14

Aitkin Co. Easement Pt 13

Aitkin Co. Easement Pt 12

Aitkin Co. Easement Pt 11

Aitkin Co. Easement Pt 10

Aitkin Co. Easement Pt 9

Aitkin Co. Easement Pt 8

10th St

Aitkin

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4322

Aitkin Co. Easement Pt 7

Aitkin Co. Easement Pt 6

Aitkin Co. Easement Pt 5

Aitkin Co. Easement Pt 4

Aitkin Co. Easement Pt 3

Aitkin Co. Easement Pt 2
Aitkin Co. Easement Start

Aitkin Co. Easement Pt 1



Sprandel Rd

11

110th Ave

20

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