



Board of County Commissioners Agenda Request

26
Agenda Item #

Requested Meeting Date: 4/11/2017

Title of Item: Easement - Heuer 13/14-48-25

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Land Commissioner		Department: Land Department
Presenter (Name and Title): Mark Jacobs		Estimated Time Needed: n/a
Summary of Issue: On 8/9/2016 the Aitkin County Board approved, by resolution, an easement for Eleanore Heuer in 13/14-48-25 (# 201 60809-056). Since that time the Heuer's requested a minor change in the legal description. To avoid confusion in the future, I feel it makes sense to approve the new easement legal description replacing the previous resolution. The attached resolution will replace County Board resolution #201 60809-056 dated 8/9/2016.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve the updated (attached) resolution contingent on payment of the appropriate fees per the fee schedule in the resolution.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No Please Explain:		

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED April 11, 2017

By Commissioner: xx

20170411-0xx

Easement - Heuer 13/14-48-25

WHEREAS, Eleanor Heuer of 844 12th Ave SE Forest Lake, Mn. 55025 has made application for a recreational road easement to her property, as follows:

That part of Government Lot 3, Section 18, Township 48, Range 24, Aitkin County, Minnesota, described as follows:

Commencing at the southwest corner of said Government Lot 3; thence north along the west line of said Government Lot 3 a distance of 150 feet to the actual place of beginning described herein; thence South 89 degrees 42 minutes East parallel with the south line of said Government Lot 3 a distance of 150 feet; thence North 47 degrees 53 minutes East, a distance of 260.3 feet to the shoreline of Townline Lake; thence northerly along the shoreline of said Townline Lake to the west line of said Government Lot 3; thence south along the west line of said Government Lot 3 a distance of 377.5 feet, more or less, to the actual place of beginning and there terminating.

ALSO

That part of Government Lot 3, Section 18, Township 48, Range 24, Aitkin County, Minnesota, described as follows:

Beginning at the southwest corner of said Government Lot 3; thence north along the west line of said Government Lot 3 a distance of 150 feet; thence South 89 degrees 42 minutes East parallel with the south line of said Government Lot 3 a distance of 150 feet; thence North 47 degrees 53 minutes East, a distance of 260.3 feet, more or less, to the shoreline of Townline Lake; thence southerly along said lakeshore of said Townline Lake to the south line of said Government Lot 3; thence North 89 degrees 42 minutes West along the south line of said Government Lot 3 a distance of 349 feet, more or less, to the place of beginning.

over and across the following tax forfeited land to wit:

A 33' easement for ingress and egress over and across that part of the NE 1/4 of the SE 1/4, NW 1/4 of the SE 1/4, NE 1/4 of the SW 1/4, NW 1/4 of the SW 1/4, SW 1/4 of the NW 1/4 of Section 13 and the SE 1/4 of the NE 1/4, NE 1/4 of the SE 1/4 of Section 14 all in Township 48, Range 25, Aitkin County, Minnesota, lying 16.5 feet on each side of the following described line; Beginning at a point on the East line of said Section 13 distant 222.57 feet Southerly of the East 1/4 corner of said Section 13 (for the purpose of this description the East-West 1/4 line is to have an assumed bearing of North 87 degrees 45 minutes 45 seconds East); thence North 74 degrees 22 minutes 42 seconds West, 46.17 feet; thence South 89 degrees 34 minutes 14 seconds West, 281.26 feet; thence North 85 degrees 05 minutes 46 seconds West, 127.84 feet; thence South 88 degrees 45 minutes 34 seconds West, 114.35 feet; thence South 83 degrees 15 minutes 50 seconds West, 91.56 feet; thence South 89 degrees 51 minutes 20 seconds West, 210.58 feet; thence South 83 degrees 36 minutes 38 seconds West, 265.16 feet; thence South 73 degrees 54 minutes 20 seconds West, 120.37 feet; thence South 81 degrees 34 minutes 42 seconds West, 221.58 feet; thence South 88 degrees 00 minutes 13 seconds West, 81.37 feet; thence South 81 degrees 01 minute 55 seconds West, 124.19 feet; thence North 78 degrees 05 minutes 36 seconds West, 239.75 feet; thence South 89 degrees 38 minutes 14 seconds West, 67.42 feet; thence South 63 degrees 24 minutes 29 seconds West, 66.74 feet; thence South 41 degrees 27 minutes 59 seconds West, 86.15 feet; thence South 72 degrees 56 minutes 43 seconds West, 47.82 feet; thence North 87 degrees 59 minutes 41 seconds West, 289.03 feet; thence North 77 degrees 33 minutes 44 seconds West, 183.51 feet; thence North 83 degrees 48 minutes 17 seconds West, 185.62 feet; thence North 79 degrees 55 minutes 39 seconds West, 88.13 feet; thence North 84 degrees 36 minutes 36 seconds West, 97.25 feet;

thence South 87 degrees 12 minutes 30 seconds West, 107.30 feet; thence South 48 degrees 05 minutes 24 seconds West, 79.68 feet; thence South 61 degrees 52 minutes 18 seconds West, 91.99 feet; thence South 83 degrees 53 minutes 18 seconds West, 175.23 feet; thence North 83 degrees 35 minutes 25 seconds West, 84.33 feet; thence South 86 degrees 30 minutes 23 seconds West, 64.84 feet; thence South 75 degrees 58 minutes 42 seconds West, 148.28 feet; thence South 67 degrees 57 minutes 22 seconds West, 128.68 feet; thence South 82 degrees 01 minute 06 seconds West, 176.36 feet; thence North 88 degrees 31 minutes 51 seconds West, 66.21 feet; thence South 73 degrees 10 minutes 16 seconds West, 67.37 feet; thence South 79 degrees 18 minutes 23 seconds West, 130.00 feet; thence South 86 degrees 54 minutes 17 seconds West, 224.29 feet; thence North 80 degrees 12 minutes 44 seconds West, 172.19 feet; thence North 50 degrees 28 minutes 19 seconds West, 119.08 feet; thence North 58 degrees 32 minutes 32 seconds West, 222.66 feet; thence North 39 degrees 42 minutes 25 seconds West, 45.99 feet; thence North 52 degrees 58 minutes 40 seconds West, 67.14 feet; thence North 75 degrees 23 minutes 39 seconds West, 269.44 feet; thence North 84 degrees 21 minutes 43 seconds West, 147.69 feet; thence South 86 degrees 17 minutes 48 seconds West, 82.72 feet; thence North 68 degrees 04 minutes 54 seconds West, 34.55 feet; thence North 13 degrees 58 minutes 38 seconds West, 32.50 feet; thence North 3 degrees 45 minutes 54 seconds West, 145.06 feet; thence North 8 degrees 08 minutes 35 seconds West, 153.57 feet to the centerline of 438th Lane and there terminating.

Also including the following description of driveway into property: A 33' easement Beginning at a point on the East line of said Section 13, distant 72.00 feet northerly of the East 1/4 corner of said Section 13 (for the purpose of this description the East-West 1/4 line for said Section 13 is to have an assumed bearing of North 87 degrees 45 minutes 45 seconds East); thence along the centerline of said driveway on the approximate courses; South 39 degrees 07 minutes 52 seconds West, 27.44 feet; thence South 21 degrees 13 minutes 39 seconds West, 126.84 feet; thence South 23 degrees 14 minutes 16 seconds East, 89.50 feet; thence South 10 degrees 40 minutes 50 seconds West, 36.55 feet; thence South 53 degrees 24 minutes 06 seconds West, 44.99 feet to the intersection of said driveway with said roadway.

WHEREAS, said applicant will pay \$5,027.77 for the easement plus \$46.00 for recording such as appraised by the County Land Commissioner in the following manner: \$1,000.00 upon board approval of the easement plus the \$46.00 recording fee and the balance of \$4,027.77 over five years with four annual payments of \$805.55 due each December 31st and the final payment of \$805.57, and

WHEREAS, the following terms shall apply to this easement:

1. The road shall be constructed and maintained by the grantee or permittee without any cost to the County of Aitkin unless the damage is caused by County activity and shall be open for public use, as long as said easement is in force.
2. No timber has been charged for on this easement. Hazard trees that impede ingress and egress on the easement may be removed by the grantee. Trees removed for extensive clearing of the right-of-way must be paid for at the appraised value; as determined by the Land Commissioner.
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 a substantial breach of its terms 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. Road construction design and use shall not adversely affect the drainage of any lands. Best management practices for the protection of water quality must be followed.
- 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%.
- 11. If gated prior to the granting of the easement, the forest access road may be temporarily closed by the County or Minnesota Department of Natural Resources to protect the road and resources. This use restriction applies to all uses of the road including the grantee.

WHEREAS, the Aitkin County Land Commissioner, after making an investigation of such application, has advised that he finds no objection to granting such permit and easement.

NOW THEREFORE, BE IT RESOLVED, that pursuant to Minnesota Statutes, Section 282.04, Subdivision 4, the County Auditor is hereby authorized to issue a recreational road easement to use said strip of land for a recreational road easement into her properties, if consistent with the law, and the special conditions set forth on the recorded easement, over and across the above described property. This easement will be issued to Eleanor Heuer, her heirs and assigns if approved by the Aitkin County Board.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT
STATE OF MINNESOTA}
COUNTY OF AITKIN}

All Members Voting Yes

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 11th day of April 2017, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 11th day of April 2017

Jessica Seibert
County Administrator