



Board of County Commissioners Agenda Request

2E

Agenda Item #

Requested Meeting Date: October 9, 2018

Title of Item: Rechtzigel Easement

<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): Rich Courtemanche		Estimated Time Needed: n/a
Summary of Issue: <p>The trustees of the Donald J. and Jayne L. Rechtzigel Living Trust - 32382 318th Place, Aitkin, MN 56431 has requested an easement across tax-forfeited land in the NW-SW Section 9 Township 46 Range 25 (Glen) to gain legal access to property in NE-SW 9-46-25; per MN Statue 282.041and County policy.</p>		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Adopt the resolution contingent upon payment of fees.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

By Commissioner: xx

20181009-0xx

Rechtzigel Easement

WHEREAS, David J. Rechtzigel and Jayne L Rechtzigel, Trustees of the Donald J. and Jayne L. Rechtzigel Living Trust of 3117 SE 19th Place, Cape Coral, FL 33904 has made application for a residential easement to his property, as follows:

Lots Nine (9), Ten (10), Eleven (11), and Twelve (12) of the Plat of "Bolen's Fourth Addition to Lac Wiben,"

over and across the following tax forfeited land to wit:

The east 66 feet of the north 641.26 feet of said Northwest Quarter of the Southwest Quarter (NW-SW) less and except the north 50 feet thereof of Section 9 Township 46 Range 25.

WHEREAS, said applicant will be charged \$ 1,612.63 for the easement as appraised by the County Land Commissioner, and

WHEREAS, the following terms and conditions 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 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 time 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. 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. The existing forest access road may be temporarily gated or 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 residential easement to use said strip of land for a residential easement into their properties, if consistent with the law, and the special conditions set forth on the recorded easement, over and across the above described property.

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 9th day of October 2018, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9th day of October 2018

Jessica Seibert
 County Administrator



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)

Name of applicant: Donald & Jayne Rechtzigel (Trustees)
 Company name: _____
 Mailing address: 3117 SE 19th Place City: Cape Coral, FL State: FL Zip Code: 33904
 Daytime phone number: 715-505-4249 Email address: Jayne.rechtzigel@yahoo.com

Other Tax Parcel No.

- 09-1-096000
- 09-1-096100
- 09-1-096200

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

Tax Parcel Number: 09-1-095900 Acreage: 6.5
 Location of Parcel: Legal Description: Bolens Fourth Addition to Lac Wiben, Lots 9, 10, 11, 12
 Section: 09 Township: 0460 Range: 25
 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:

This is the only functional road to access our property.

Signature of applicant or authorized representative: Donald J. Rehtzigel
Jayne Rehtzigel
 Date: 9/13/18

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

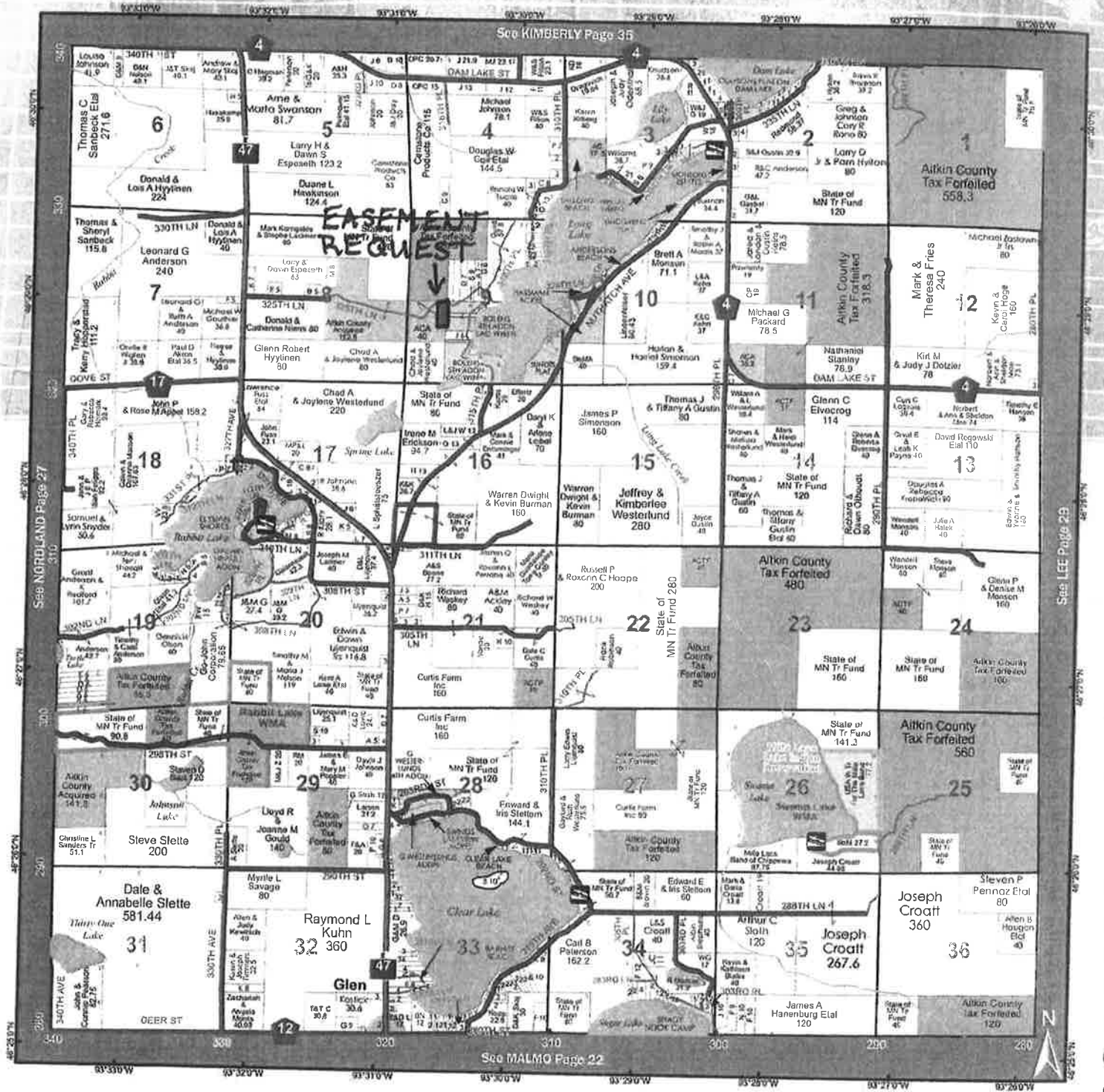


GLEN

T.46N. - R.25W.



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See NORLAND Page 27

See LEE Page 29

See MALMO Page 22

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 October 9, 2018 there is hereby granted to David J. Rechtzigel and Jayne L Rechtzigel, Trustees of the Donald J. and Jayne L. Rechtzigel Living Trust, a perpetual residential easement over and across the hereinafter described tax forfeited land, if consistent with the public interest:

The east 66 feet of the north 641.26 feet of said Northwest Quarter of the Southwest Quarter (NW-SW) less and except the north 50 feet thereof of Section 9 Township 46 Range 25.

to their property described respectively as:

- 1.) Lots Nine (9), Ten (10), Eleven (11), and Twelve (12) of the Plat of "Bolen's Fourth Addition to Lac Wiben,"

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

1. The road 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 time 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. 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. The existing forest access road may be temporarily gated or 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.

Dated at Aitkin, Minnesota, this 9th day of October, 2018.

This instrument was drafted by:
Rich Courtemanche, Land Commissioner
502 Minnesota Ave N.
Aitkin, MN 56431

County Auditor of Aitkin County

Tax statements go to:
Donald & Jayne Rehtzigel Trustees
3117 SE 19th Pl
Cape Carol, FL 33904