



Board of County Commissioners Agenda Request

4A
Agenda Item #

Requested Meeting Date: April 9, 2019

Title of Item: Accept Land Protection Donation Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: Rich Courtemanche	Department: Land
---	----------------------------

Presenter (Name and Title): Rich Courtemanche - Land Commissioner	Estimated Time Needed: 5 min
---	--

Summary of Issue:

On February 13, 2018 the Aitkin County Board of Commissioners agreed to accept the Aitkin Growth Property, 207.5 acres of land in Aitkin and Spencer townships (adjacent to the Miss. River and Aitkin Airport).

The Trust For Public Land (TPL) is requesting that Aitkin County sign the attached Donation Agreement in order to proceed with TPL's purchase of the land and for the future transfer to Aitkin County to occur.

The Trust for Public Land has had a Phase 1 Environmental Site Assessment done on the property (Braun Intertec, February 5, 2019, 104p) and finds that there are no known environmental or historic conditions.

Jim Ratz has approved the "Donation Agreement" to form with changes
 Randy Quale has reviewed and approved the survey (attached)
 Rich Courtemanche has reviewed and approved the Restoration and Management plan (Appendix B)

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
 Approve the donation agreement (signatures) and future transfer of the property to Aitkin County.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

LAND PROTECTION DONATION AGREEMENT

This is a Land Protection Donation Agreement with an Effective Date as provided below between **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation, authorized to do business in Minnesota as The Trust for Public Land, Inc., which shall be referred to as "TPL" or "Donor" and **AITKIN COUNTY**, a political subdivision of the State of Minnesota, which shall be referred to as "County" or "Donee."

RECITALS:

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

DONOR:

The Trust for Public Land
2610 University Avenue, Suite 300
St. Paul, MN 55114
Attn: Will Cooksey
Tel: (651) 999-5316
e-mail: will.cooksey@tpl.org

With copies to:

The Trust for Public Land
306 North Monroe St.
Tallahassee, Florida 32301
Attn: Peter Fodor
Tel: (850) 223-7911, ext. 29
e-mail: pete.fodor@tpl.org

DONEE:

Aitkin County
502 Minnesota Ave North
Aitkin, MN 56431
Attn: Rich Courtemanche, Land
Commissioner
Tel: (218) 927-7364
e-mail:
Rich.Courtemanche@co.aitkin.mn.us

With copies to:

Jim Ratz, County Attorney
Aitkin County Attorney's Office
217 2nd Street NW, Room 231
Aitkin, MN 56431
Tel: (218) 927-7347
e-mail: coatty@co.aitkin.mn.us

B. Aitkin County Growth, Inc. ("Current Owner") is the owner of certain real property located in Aitkin County, Minnesota legally described on **Exhibit A** attached hereto and made a part hereof. Said real property, together with any and all improvements, fixtures, timber, water and/or minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, water rights, access rights and mineral rights, shall be referred to in this Agreement as the "Property".

C. TPL wishes to donate the Property to the County and the County wishes to accept the donation of the Property from TPL in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **Donation of the Property.** For and in consideration of the mutual covenants and promises contained in this Agreement, TPL agrees to grant to County the Property by donation on the terms and conditions of this Agreement.

2. **Condition of the Property.**

(a) Donee agrees that from the Effective Date to, through and including the later of : March 15, 2019 or (ii) 10 days from the date of Donee's receipt of a copy of the Phase I, as defined below(the "Inspection Period"), Donee may at its sole cost and expense study all aspects or circumstances of the Subject Property and make all inspections and verifications which Donee deems material, relevant or necessary for the completion of Donee's due diligence review for the transaction covered by this Agreement, including without limitation survey and environmental inspections. Donor has contracted for a Phase I Environmental Site Assessment prepared by Braun Intertec Corporation (the "Phase I") and will provide Donee with a copy of the Phase I. Other than the Phase I, and notwithstanding any applicable law or custom to contrary, Donee shall be solely responsible for conducting any inspections or tests required by law at its sole cost and expense. Should Donee determine in its sole discretion based on its investigation of the Property that the condition of the Property is unacceptable to Donee, prior to the expiration of the Inspection Period Donee shall so notify Donor in writing of its objections ("Objections"). In the event Current Owner has not removed any such Objections by Closing, Donee may elect to: (a) terminate this Agreement in which case Donee shall have no obligation to accept the donation of the Property, and the parties' obligations hereunder shall terminate, or (b) proceed with the acceptance of the donation of the Property and accept the Property subject to the Objections. Donee's failure to make timely Objections will constitute a waiver of its rights to raise any Objections hereunder and Donee will accept title to the Subject Property subject to such Objections.

Before entering upon the Property to conduct the investigations provided for herein, Donee shall notify Donor and Donor shall have obtained Current Owner's permission for Donee to enter upon the Property to conduct said investigations.

Donee does hereby indemnify and hold Current Owner and Donor, their officers, directors, principals, and employees, as the case may be, harmless from and against any and all liability, loss, cost, claim, action, suit and/or expense (including but not limited to attorneys' fees and litigation expenses) which Current Owner or Donor may suffer or incur by reason of Donee's or its agents presence on the Property for the purpose of making the investigations provided for herein. If Donee does any excavation, Donee agrees to restore the Property to its natural condition if Donee's acquisition of the Property is not consummated as contemplated by this Agreement.

(b) Donee agrees that:

(i) Donor has made no representations or warranties with respect to the Property except as set forth in this Agreement;

- (ii) Donor shall not be responsible for any statements, representations or warranties of any kind furnished to Donee by any real estate broker or any other person, unless the same are specifically set forth in this Agreement;
- (iii) No materials, brochures, or documents delivered by Donor to Donee or any other person, including without limitation the Phase I, shall be, or be deemed, a representation, warranty, or agreement of Donor under, or with respect to, this Agreement; and Donee has, and shall have, the exclusive responsibility for verifying any facts or conditions set forth or described in any such materials, brochures, or documents; and
- (iv) Donee has not undertaken any activity and will not undertake any activity which will jeopardize Donor's efforts to acquire the Property.

(c) Donee agrees to accept the Property "as is," in its present condition and/or as otherwise required pursuant to the terms of this Agreement, subject to all reasonable use, wear and tear, and deterioration of any kind in, of, or to the Property.

3. **Closing.** Final settlement of the obligations of the parties hereto shall occur on or before May 15, 2019 or as otherwise agreed to by the parties, at such date, place and time as the parties shall mutually agree (the "Closing"); provided, however, Donee understands that Donor may coordinate a simultaneous closing with Current Owner and Donee will cooperate in coordinating such a simultaneous closing; provided, further, Donor may at its option elect to extend the Closing in order to coordinate such a simultaneous closing or to provide additional time for Donor to satisfy the requirements of the entity providing Donor funding for the acquisition of the Property. This transaction shall be closed in escrow with Lawyers Title Services, LLC, P.O.Box 2750, 14275 Golf Course Drive, Suite 200, Baxter, MN 56425, Tel: 218-820-1242(the "Escrow Holder").

4. **Title.** Donor shall convey by limited warranty deed to Donee its interest in the Property, subject only to the following; provided, however that Donor may at its option have the Property conveyed directly from Current Owner to Donee:

- (i) any federal, state or local laws, ordinances, regulations, rules, codes and/or orders whatsoever;
- (ii) liens for real estate taxes not yet due and payable and other taxes and assessments of any kind or nature assessed (not yet due and payable) with respect to the Property;

(iii) any rights of the United States of America or the State of Minnesota or Native Americans in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes, or to the beds and banks of such water courses below the ordinary highwater mark thereof and the right of governments to regulate the use of shore and riparian areas;

(iv) all existing publicly dedicated streets and roads which would be disclosed by a physical inspection or accurate survey of the Property and all existing non publicly dedicated roads, and easements therefor;

(v) all (A) cemeteries and burial grounds and (B) all electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines on, over or under the Property together with easements for the same to the extent such easements do not contain provisions that materially detract from the value, or materially interfere with the use, of the Property or any parcel thereof;

(vi) reservations by the State of Minnesota of minerals, oil and gas, and other hydrocarbons;

(vii) such other title objections and exceptions as may be waived by Donee;

(viii) the standard printed exceptions on the form of title insurance issued pursuant to Section 5 that require a survey to delete if Donee has not obtained a survey in a form sufficient for this purpose; and

(ix) the Notice of Funding Restrictions required by the State of Minnesota for the purchase funds it is providing Donor for acquisition of the Property. See also Section 29 below.

The foregoing shall be referred to collectively as "Permitted Exceptions". Prior to the Effective Date Donor delivered to Donee a copy of the title commitment issued by Escrow Holder committing the Escrow Holder to issue an Owner's Policy insuring title to the Property in Donor. Prior to closing, Donor shall also, at its sole cost and expense, obtain a title commitment from Escrow Holder committing the Escrow Holder to issue a policy of title insurance insuring Donee's interest in the Property. On or before April 15, 2019, Donee shall advise Donor in writing of any exceptions other than the Permitted Exceptions which Donee will require to be removed on or before Closing (such exceptions which are not Permitted Exceptions being hereafter referred to as "Impermissible Exceptions"). In the event Current Owner has not removed any such Impermissible Exceptions by Closing, Donee may elect to: (a) terminate this Agreement in which case Donee shall have no obligation to accept the donation of the Property, and the parties' obligations hereunder shall terminate, or (b) proceed with acceptance of the donation of the Property and accept a policy of title insurance with the Impermissible Exceptions. If Donee fails to notify Donor of any objection to exceptions in the time period

provided herein, Donee shall be deemed to have accepted all matters set forth in the Title Commitment and the same shall be deemed Permitted Exceptions.

5. **Title Insurance.** Donor, at its option and sole cost and expense, will obtain an ALTA owner's policy of title insurance from Escrow Holder insuring that title to the Property is vested in Donee upon Closing, subject only to the Permitted Exceptions pursuant to Section 4.

6. **Donor's Representations.** Donor makes the following representations:

a. Donor represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. Donor's United States Taxpayer Identification Number is 23-7222333.

b. The Donor certifies and warrants that the Donor does not know of any "Wells" on the described property within the meaning of Minn. Stat. Chapter 103I.

c. Donor does not know of any individual sewage treatment system on or serving the Property.

7. **Closing Expenses and Fees.** Real property taxes on the Property due and payable in the year of Closing shall be paid by Donor. Donor will also pay all closing costs.

8. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, telecopier, courier service or Express Mail, at the addresses set forth in Recital A. All notices shall be deemed given when received. The parties may, by notice as provided above, designate a different address to which notice shall be given.

9. **Attorneys' Fees.** If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

10. **Remedies Upon Default.** In the event Donor defaults in the performance of any of Donor's obligations under this Agreement, Donee shall, in addition to any and all other remedies provided in this Agreement or at law or in equity, have the right of specific performance against Donor. In the event Donee defaults in the performance of any of Donee's obligations under this Agreement, Donor shall, in addition to any and all other remedies provided in this Agreement, or by law or equity, have the right of specific performance against Donee.

11. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

12. **Time of the Essence.** Time is of the essence of this Agreement.

13. **Binding on Successors.** This Agreement shall be binding not only upon the parties hereto, but also upon their assigns, and other successors in interest.

14. **Additional Documents.** Subject to the terms and conditions hereof, Donor and Donee agree to execute the any additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

15. **Assignment.** Donee may not assign its interests under this Agreement without the written consent of Donor.

16. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Donee and Donor pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

18. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

20. **Acceptance of Deed.** The acceptance by Donee of the deed shall be deemed to be full performance by Donor of, and shall discharge Donor from, all obligations hereunder and Donor shall have no further liability hereunder.

21. **Risk of Loss.** Notwithstanding any applicable law or custom to the contrary, all risk or loss with respect to the Property (other than a loss resulting from the willful acts of Donor) shall be borne by Donee.

22. **Condemnation.** In the event of a taking of all or any part of the Property under the power of eminent domain prior to the Closing, Donee shall have the right, at its option, to terminate this Agreement by written notice to TPL in which case Donee shall have no obligation to accept the donation of the Property, and the parties' obligations hereunder shall terminate

23. **Possession.** Possession of the Property shall be delivered on the date of Closing in accordance with Section 2, free and clear of the rights or claims of any other party except as otherwise permitted in Section 4.

24. **Donee's Representation.** Donee represents that it has full power and authority to enter into this Agreement and the person signing this Agreement for Donee has full power and authority to sign for Donee and to bind it to this Agreement.

25. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not on a Saturday, Sunday or legal holiday.

26. **Representation.** Donee hereby acknowledges that neither TPL nor Peter Fodor represented Donee as an attorney in this transaction and neither actually provided any legal advice, counsel or service to or on behalf of Donee. Donee further acknowledges that Peter Fodor represented the interests of TPL solely in this transaction.

27. **Signage.** Donee agrees to place and maintain permanent signage on the Property that shall provide for recognition of the role of Donor in this acquisition, said signage being subject to applicable governmental regulations and the approval of Donor. This section shall survive the delivery of the deed.

28. **Contingency.** Donee acknowledges that Donor does not presently own the Property and that Donor's duties hereunder and Donee's rights hereunder are both expressly contingent upon the acquisition by Donor of the Property. In the event Donor does not acquire the Property from the Current Owner, this Agreement shall terminate and thereafter neither party shall have any further obligations hereunder.

29. **Grant Agreements(s), Accomplishment Plans and Management Plan.** Donor is purchasing the Property with the grants from the Outdoor Heritage Fund pursuant to grant agreements with the Minnesota Department of Natural Resources. Minnesota Statutes Sec. 97A.056 and these grants require the Notice of Funding Restrictions referenced in Section 4(ix) above, and that the Property be administered in accordance with the grant agreements and the corresponding accomplishment plans. The statute and grant agreements further require a restoration and management plan for the property. Donee has prepared the restoration and management plan attached as Exhibit B that excludes the use of motorized vehicles on the Property. Donee further agrees not to allow the use of motorized vehicles, or to construct any new trails of any kind, on the Property without the written permission of the Lessard Sams Outdoor Heritage Council or its successor. Notwithstanding the foregoing, motorized use shall be allowed in connection with timber management activities as described in Exhibit B. The Lessard Sams Outdoor Heritage Council, the Minnesota Department of Natural Resources, and the State of Minnesota are intended third party beneficiaries of this paragraph and shall have the right of enforcement. The provisions of this paragraph shall survive delivery of the deed.

IN WITNESS of the foregoing provisions the parties have executed and delivered this Agreement as of the date set forth below. The effective date (the "Effective Date") of this Agreement shall be the last date of execution by either of the parties to this Agreement. If a party returns this Agreement by facsimile machine or electronic transmission, the signing party intends the copy of its printed authorized signature to be its original signature.

DONOR:

THE TRUST FOR PUBLIC LAND

By: _____

Name: _____

Title: _____

Date: _____

DONEE:

AITKIN COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Attest:

Jessica Seibert
County Administrator

Exhibit A

Real property in Aitkin County, Minnesota legally described as:

Government Lots Four (4), Five (5), and Eight (8) of Section Thirteen (13), Township Forty-seven (47), Range Twenty-seven (27)

AND

Government Lot One (1), except the West 694.00 feet of the East 1024.00 feet of the South 1055.78 feet of said Government Lot One (1) and except the East 330.00 feet of said Government Lot One (1), Section Twenty-four (24), said Township Forty-seven (47), Range Twenty-seven (27)

AND

The Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4), except the North 385.00 feet of the East 1150.00 feet of said SE1/4-NE1/4, except the South 470.00 feet of said SE1/4-NE1/4 and except the East 610.00 feet of said SE1/4-NE1/4, said Section Twenty-Four (24), Township Forty-seven (47), Range Twenty-seven (27).

AND

Government Lot Nine (9), except that part of Government Lot 9, Section 24, Township 47, Range 27, Aitkin County, Minnesota described as follows: Commencing at the Southwest corner of said Government Lot 9 running thence East along the South line thereof 222.4 feet to the place of beginning of the tract to be described; thence continuing East along the same course 220.00 feet; thence North parallel with the West line of said Government Lot 9 a distance of 926.00 feet; thence North 64 degrees 15 minutes 38 seconds West 67 feet, more or less, to the Mississippi River; thence Southwesterly along said river to a point North of the point of beginning; thence South parallel with the West line of said Government Lot 9 a distance of 682.00, more or less, to the point of beginning.

AND

Government Lots Three (3) and Four (4), of Section Eighteen (18), Township Forty-seven (47), Range Twenty-six (26). Subject to the right of way for Air Park Drive and also subject to other easements, reservations or restrictions of record, if any in Aitkin County, Minnesota

Exhibit B
Restoration and Management Plan

1. This Restoration and Management Plan is for the Aitkin County Growth/Sissabagamah Creek property with the following legal description:

Government Lots Four (4), Five (5), and Eight (8) of Section Thirteen (13), Township Forty-seven (47), Range Twenty-seven (27)

AND

Government Lot One (1), except the West 694.00 feet of the East 1024.00 feet of the South 1055.78 feet of said Government Lot One (1) and except the East 330.00 feet of said Government Lot One (1), Section Twenty-four (24), said Township Forty-seven (47), Range Twenty-seven (27)

AND

The Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4), except the North 385.00 feet of the East 1150.00 feet of said SE1/4-NE1/4, except the South 470.00 feet of said SE1/4-NE1/4 and except the East 610.00 feet of said SE1/4-NE1/4, said Section Twenty-Four (24), Township Forty-seven (47), Range Twenty-seven (27).

AND

Government Lot Nine (9), except that part of Government Lot 9, Section 24, Township 47, Range 27, Aitkin County, Minnesota described as follows: Commencing at the Southwest corner of said Government Lot 9 running thence East along the South line thereof 222.4 feet to the place of beginning of the tract to be described; thence continuing East along the same course 220.00 feet; thence North parallel with the West line of said Government Lot 9 a distance of 926.00 feet; thence North 64 degrees 15 minutes 38 seconds West 67 feet, more or less, to the Mississippi River; thence Southwesterly along said river to a point North of the point of beginning; thence South parallel with the West line of said Government Lot 9 a distance of 682.00, more or less, to the point of beginning.

AND

Government Lots Three (3) and Four (4), of Section Eighteen (18), Township Forty-seven (47), Range Twenty-six (26). Subject to the right of way for Air Park Drive and also subject to other easements, reservations or restrictions of record, if any in Aitkin County, Minnesota

(the "Property").

2. The Property was acquired by The Trust for Public Land with grant funds from the Outdoor Heritage Fund and then donated to Aitkin County. This document is intended to satisfy the grant requirement that there be a restoration and management plan for lands acquired with the grant.
3. The Property will generally be managed in compliance with the Aitkin County Land Department Long Range Strategic Plan (2011) attached as Exhibit C and which can also be found on line at <http://www.co.aitkin.mn.us/departments/Land/pdf/StrategicPlan2011.pdf>.
4. The Property will be open to public hunting and fishing.
5. The use of motorized vehicles will not be allowed on the Property. No new trails of any kind will be constructed on the Property without the written permission of the Lessard Sams Outdoor Heritage Council. Notwithstanding the foregoing, motorized use shall be allowed in connection with timber management activities as described in Exhibit B.
6. No initial restoration plans for the property are anticipated.
7. Ongoing restoration activities will be completed in compliance with Exhibit B.
8. Both initial and ongoing restoration activities will be funded out of Aitkin County funds.

Exhibit C
Aitkin County Land Department Long Range Strategic Plan (2011)

Aitkin Growth – Aitkin County - Mississippi River Land Project

Overview: Aitkin Growth owns 247.5 acres of land in Aitkin and Spencer townships, map attached. Of the 247.5 acres, only about 40 acres is suitable for development. Even though the 40 acres are suitable for development, currently they need work. Issues that need to be addressed on the 40 acres include soil testing, site survey, an environmental assessment and more. Once the testing and assessments are complete, remediation activities will be needed to truly transform these 40 acres into a property that can be attractive for Industrial Development, something that is sorely lacking in Aitkin County. The remaining 207.5 acres, due to it abutting the Mississippi River, is of great interest to The Trust for Public Land (TPL) for its value to wildlife habitat. TPL would be willing to purchase the 207.5 acres at market rate from Aitkin Growth and donate the property to Aitkin County. By accepting the donation, Aitkin County would commit to manage the property primarily for wildlife habitat and compatible outdoor recreation, including hunting, fishing, and wildlife viewing.

The Trust for Public Land: TPL's Mississippi Headwaters Habitat Corridor (MHHC) program seeks to protect and preserve targeted habitat in high quality shoreland areas and provide access on the Mississippi River through fee title acquisitions. Using grant funding from the Minnesota Outdoor Heritage Fund (OHF), administered by the Lessard-Sams Outdoor Heritage Council (LSOHC), TPL is willing to further its MHHC program by purchasing the 207.5 acre river corridor from Aitkin Growth at the appraised fair market value. TPL would then place the OHF required deed restriction on the property, and donate the property to Aitkin County. By accepting the donation, Aitkin County would commit to managing the property for the primary purpose of wildlife habitat and compatible outdoor recreation, including hunting, fishing and logging. Aitkin County would risk losing ownership of the property were it to manage the property for other purposes, or convey or encumber the property.

Aitkin County: In several meetings with the Economic Development Committee, Aitkin Growth and TPL, it has become apparent that there would be multiple benefits to Aitkin County becoming the owner of the 207.5 acre river corridor. The County's land base lacks developable industrial property. The 40 acre portion of the Aitkin County Growth property is most suitable for industrial uses and the County would like to see these 40 acres developed for industrial use. Benefits to the County would be two-fold; an Economic Development Project and a Land Use project.

Economic Development Project: Aitkin Growth has agreed to take a portion of the proceeds from the land sale and invest it in the remaining 40 acres to make it more attractive for development. Once the remaining 40 acres are improved and any development occurs, the increase in tax base should offset the tax base lost from the land sale. In order to make this happen, Aitkin Growth has agreed to three conditions to help ensure this is a positive situation for Aitkin County. First, Aitkin Growth would take the steps necessary to get the property listed as a "Shovel Ready" property as developed by the State of MN DEED. Shovel Ready guidelines are attached, essentially, the program is as it sounds, site work and other items are complete so that the property is literally ready to have a shovel brought in and start development. This is not an inexpensive program; there are significant costs to have a property shovel

ready, something Aitkin Growth has been lacking funds to do. Secondly, Aitkin Growth would develop an incentive package to offer potential businesses to locate and build on the 40 acres. Lastly, Aitkin Growth would make a Payment in Lieu of Taxes (PILT) for up to 3 years while the shovel ready process is ongoing and in case it takes a couple of years to find a tenant for the property. The PILT would be based on 2017 taxes payable and would include all local taxing jurisdictions. If the 40 acre parcel is developed and generates taxable revenue prior to the end of year 3 and that revenue is equal to or greater than the PILT payment, then Aitkin Growth would not be responsible for continuation of these payments.

Land Use: An advantage to this property is that it abuts the City of Aitkin; there is very little public land available for hunting or nature viewing in or near the City of Aitkin. The property's features include Mississippi River frontage, Sissabagamah Creek including the confluence, and various forest and land cover types. The property would have permanent restrictions on it that specifies that it will not be sold by Aitkin County and that it will be managed for the primary benefit of wildlife habitat. Permanent development such as a fishing pier, paved trails, or a designated campground, is not allowed. However, public use is encouraged. In fact, the property must remain open to hunting and fishing. Minor improvements such as a small parking area would be allowed. Utilizing any existing walking/hunting trails is allowed. Logging activity is also allowed so Aitkin County would receive timber harvest payments as would any regularly managed forest by Aitkin County. Any other proposed use or activity that may arguably negatively impact wildlife habitat or the taking, viewing, or enjoyment of wildlife would require the express approval of the LSOHC or its staff.

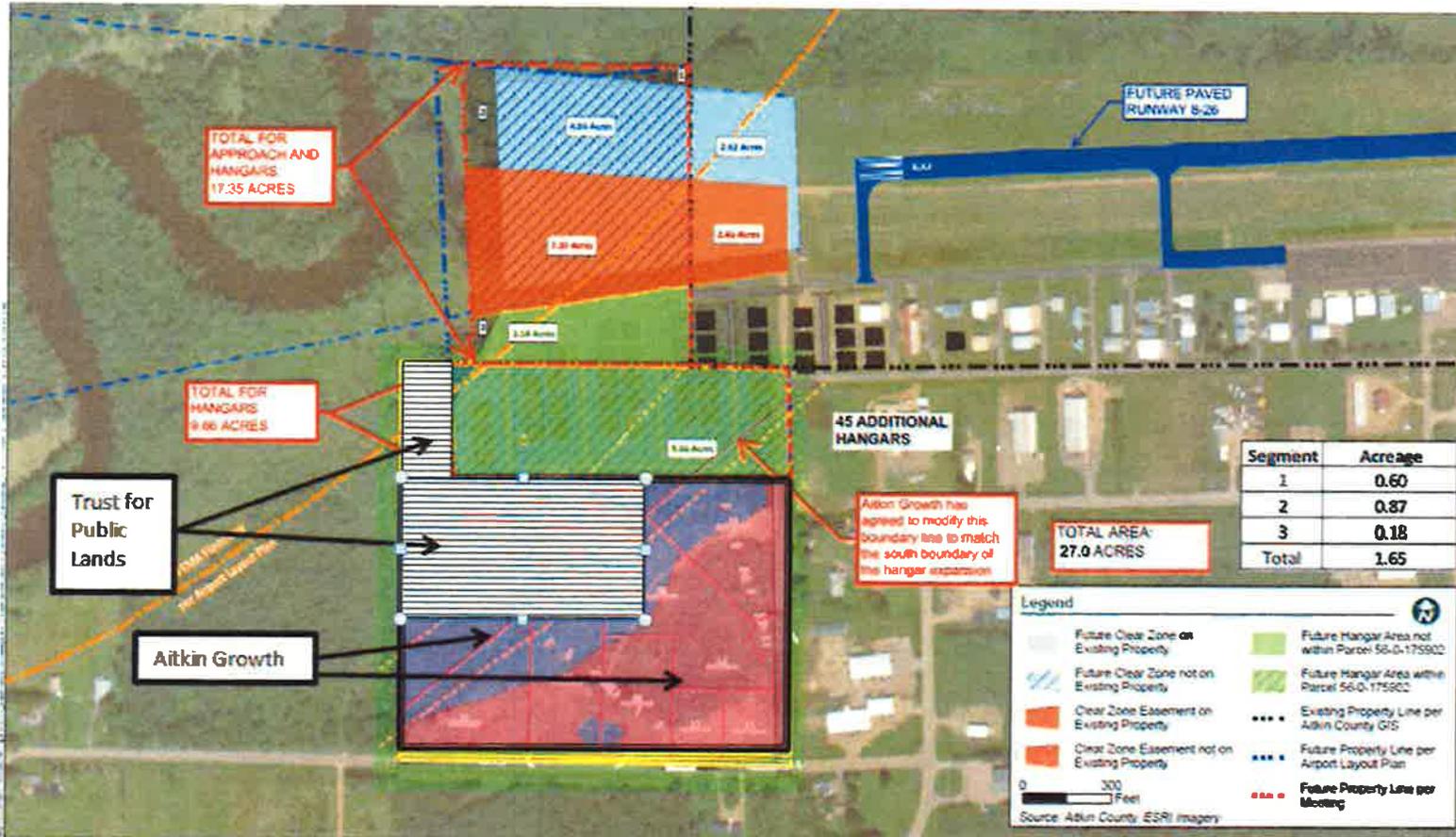
Summary: The Economic Development Committee is recommending that Aitkin County agree to receive the Aitkin Growth Property, 207.5 acres in Aitkin and Spencer Townships generally abutting the Mississippi River. Aitkin County would own and manage the property as it does other forested parcels except with additional restrictions required by TPL's funding source. Aitkin Growth agrees to place the 40 acre property in the MN DEED Shovel Ready program and develop an incentive package to attract new investment in the 40 acres parcel it retains, and make a PILT for 3 years. However, if the 40 acre parcel is developed and generates taxable revenue prior to the end of year 3 that equals or exceeds the PILT payment, then Aitkin Growth would not be responsible for the continuation of these payments.

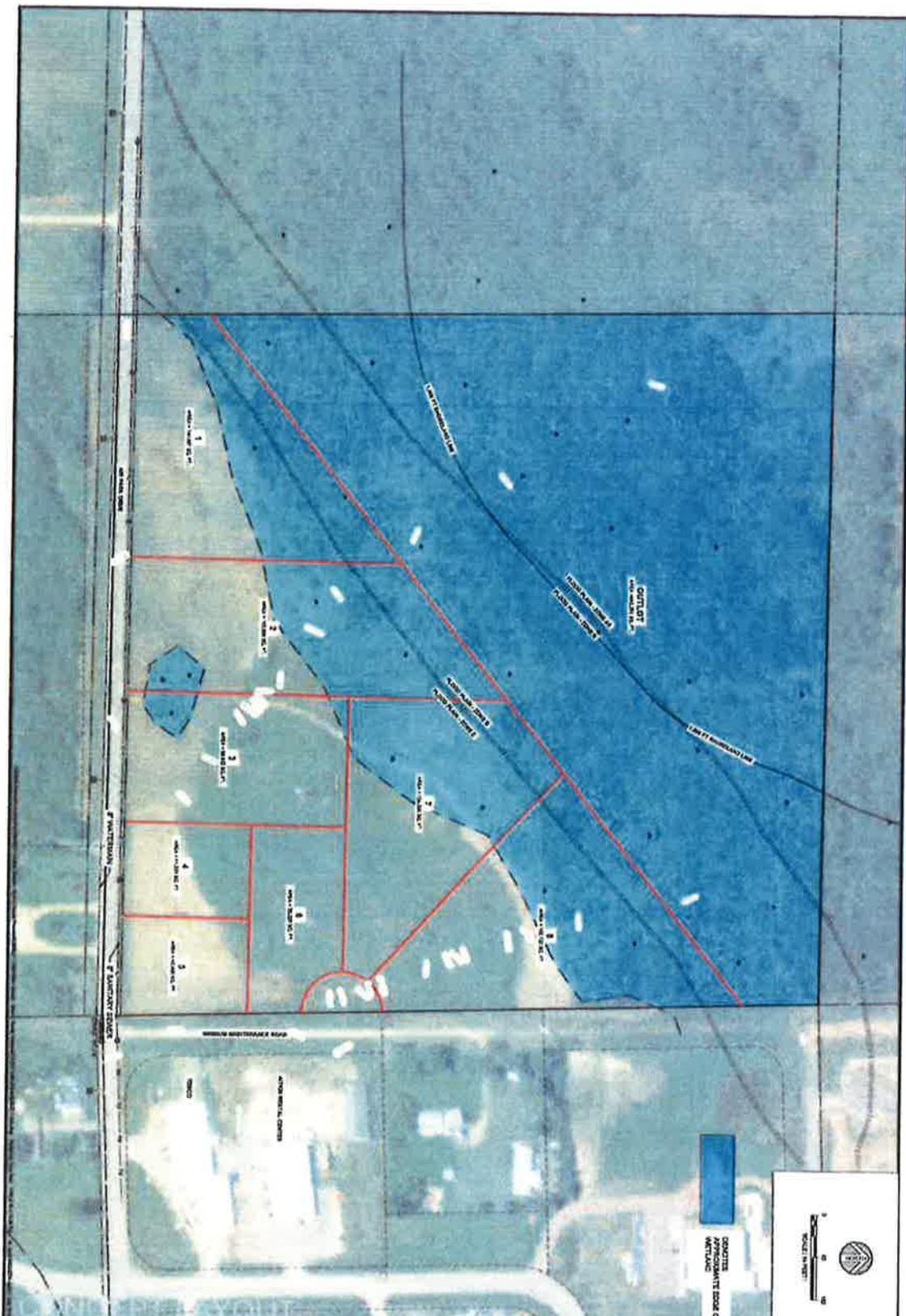
Other: The current Market Value for the entire property is \$269,200.00, a value minus the 40 acres and probably the highest value has not been determined. Taxes payable in 2017 for the entire 247.5 acres is \$2,310.00. PILT would be less than that amount as the 40 acres in question would remain in private ownership.

Attachments: Map/Photo of property

MN Shovel Ready Guidelines

PILT Schedule





	AITHEN INDUSTRIAL PARK ADDITION AITKIN COUNTY GROWTH AITKIN, MINNESOTA CONCEPT LAYOUT		DATE: 02/11/2014 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: 13001117.000	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	DATE							ALL RIGHTS RESERVED. THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF WIDETH SMITH NOLTING AND SHALL REMAIN THE PROPERTY OF WIDETH SMITH NOLTING. NO PART OF THIS PLAN OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WIDETH SMITH NOLTING.	WIDETH SMITH NOLTING Engineering Architecture Surveying Environmental
	NO.	REVISION	DATE												
		CONTRACT AREA AITKIN COUNTY GROWTH	DATE: 02/11/2014 TIME: 10:00 AM												

Aitkin Airport Property Transfer

In November of 2017, the opportunity for Aitkin Growth to sell a portion of their property to the Trust for Public Land (TPL) with Aitkin County then receiving said property from the TPL was presented to the County Board. The Agenda Request Summary of the project is attached for your review. There has been one change, Aitkin Growth would retain approximately 20 acres rather than 40 acres due to extensive wetland mitigation needed. Aitkin Growth has stated that they only desire to own property that is buildable and usable.

At the Boards request the issue was remanded to the Aitkin Airport Commission for their review due to some of the property in question was included in the Airports future expansion plans including clear zones and future hanger expansions. Concerns about how the new ownership and restrictions on future Airport operations were also raised. After attending the Airport Commission meeting, myself, Mike Hagen, Aitkin Growth and Will Cooksey TPL, were directed to meet with Ron Roetzel, Bolton Menk, Airport Engineer, John Welle, Aitkin Airport Commission member and Kathleen Ryan, City of Aitkin Administrator.

After several productive exchanges and meetings, a plan was arrived at that would allow the Aitkin Airport Commission to deal directly with Aitkin Growth to purchase property needed for clear zones and future expansion. A map is attached, the Airport would purchase approximately 19.2 acres and remaining property would not be enhanced for wildlife that could harm airport operations.

Ultimately, the TPL would acquire approximately 207 acres from Aitkin Growth which it would then transfer to Aitkin County. The conditions that Aitkin Growth makes their property Shovel Ready as per MN DEED and pay up to 3 years of PILT remain.

CERTIFICATE OF SURVEY

PART OF SECTIONS 13 AND 24,
TOWNSHIP 47, RANGE 27, AND
PART OF SECTIONS 18 AND 19,
TOWNSHIP 47, RANGE 26,
AITKIN COUNTY, MINNESOTA

LEGAL DESCRIPTION FROM SCHEDULE A COMMONWEALTH LAND TITLE INSURANCE COMPANY POLICY NO. C30-2025488

Government Lot Four (4) of Section Thirteen (13), Township Forty-seven (47), Range Twenty-seven (27) and Government Lot Nine (9) of Section Twenty-four (24), Township Forty-seven (47), Range Twenty-seven (27) described as follows:

Commencing at the southwest corner of said Lot Nine (9), running thence East along the south line thereof Four Hundred Forty-two and Four tenths (442.4) feet to the place of beginning of the tract to be described, thence North on a straight line parallel with the west line of said Lot Nine (9) a distance of Eight Hundred Eighty-one (851) feet more or less to the Mississippi River, thence following said river upstream to the east line of said Lot Nine (9), thence South along the east line of said Lot Nine (9) a distance of approximately One Thousand Five Hundred Ninety-nine (1509) feet to the southeast corner of said Lot, thence West approximately Eight Hundred Seventy-seven (877) feet to the place of beginning.

AND:

Government Lots Three (3), and Four (4) of Section Eighteen (18), Township Forty-seven (47), Range Twenty-seven (27) and Government Lots Five (5) and Eight (8) of Section Thirteen (13) and Government Lot One (1) and the Southwest Quarter of the Northeast Quarter (SE1/4-NE1/4) of Section Twenty-four (24) all in Township Forty-seven (47), Range Twenty-seven (27)

EXCEPT:

That part of Government Lot 1, Sec. 24, Twp. 47, Range 27 described as follows, to-wit: Commencing at an old steel corner place and approximately marked by a one inch iron pipe near the intersection of County Air Road No. 29 and the existing Township road and lying south thereof, which said one inch iron pipe is at the stamined location of the East Quarter Section corner of said Sec. 24, thence running North to the south line of said Lot 1, which point of intersection is to the point of beginning of the description, thence running West along the south line of said Lot 1, a distance of 62.53 feet to an iron stake, thence again returning to said point of beginning, thence running North to the north line of said Lot 1, thence running West along the north line of said Lot 1, a distance of 83.08 feet to an iron stake, thence running in a southerly direction to said point which is a distance of 82.33 feet West of said point of beginning as previously set forth, thence running East 82.33 feet to said point of beginning.

EXCEPT:

The East 233 feet of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section Twenty-four (24), Township Forty-seven (47), Range Twenty-seven (27)

Allen County, Minnesota

PROPOSED LEGAL DESCRIPTION FOR THE TRUST FOR PUBLIC LAND TRACT

Government Lots Four (4), Five (5), and Eight (8) of Section Thirteen (13), Township Forty-seven (47), Range Twenty-seven (27)

AND:

Government Lot One (1), except the West 894.00 feet of the East 1024.00 feet of the South 1055.78 feet of said Government Lot One (1) and except the East 330.00 feet of said Government Lot One (1), Section Twenty-four (24), said Township Forty-seven (47), Range Twenty-seven (27)

AND:

The Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4), except the North 385.00 feet of the East 1150.00 feet of said SE1/4-NE1/4, except the South 470.00 feet of the East 1183.00 feet of said SE1/4-NE1/4, and except the East 610.00 feet of said SE1/4-NE1/4, said Section Twenty-four (24), Township Forty-seven (47), Range Twenty-seven (27)

AND:

That part of Government Lot Nine (9), said Section Twenty-four (24), Township Forty-seven (47), Range Twenty-seven (27), described as follows: Commencing at the southwest corner of said Government Lot 9, thence South 86 degrees 10 minutes 15 seconds East, bearing back on the Allen County Coordinate Database NAD 83, 42.01 feet along the south line of said Government Lot 9 to the point of beginning of the tract to be described, thence North 60 degrees 01 minute 30 seconds West, parallel to the west line of said Government Lot 9, 898.00 feet, thence North 84 degrees 15 minutes 38 seconds West 67 feet, more or less, to the Mississippi River, thence northerly, easterly and southeasterly along said Mississippi River to the east line of said Government Lot 9, thence southerly along said east line of Government Lot 9 to the southeast corner of said Government Lot 9, thence westerly along said south line of Government Lot 9 to the point of beginning.

AND:

Government Lots Three (3) and Four (4) of Section Eighteen (18), Township Forty-seven (47), Range Twenty-seven (27) Subject to the right of way for Air Park Drive and also subject to other easements, reservations or restrictions of record, if any.

PROPOSED LEGAL DESCRIPTION FOR THE AIRPORT TRACT

The West 694.00 feet of the East 1024.00 feet of the South 1055.78 feet of Government Lot One (1) and the East 330.00 feet of said Government Lot One (1), Section Twenty-four (24), Township Forty-seven (47), Range Twenty-seven (27)

AND:

The North 385.00 feet of the East 1150.00 feet of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of said Section Twenty-four (24), Township Forty-seven (47), Range Twenty-seven (27) Subject to easements, reservations or restrictions of record, if any.

PROPOSED LEGAL DESCRIPTION FOR THE AITKIN COUNTY GROWTH TRACT

The South 470.00 feet of the East 1183.00 feet of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) and the East 810.00 feet of said SE1/4-NE1/4, Section Twenty-four (24), Township Forty-seven (47), Range Twenty-seven (27) Subject to the right of way for Air Park Drive and also subject to other easements, reservations or restrictions of record, if any.

SURVEYOR'S TITLE RESPONSE:

Commonwealth Land Title Insurance Company
Policy No. C30-2025488

Response to Items 1-13, Schedule B - Exceptions

- 1) Not a probable matter of survey
- 2) As shown hereon
- 3) Not a probable matter of survey
- 4) Not a probable matter of survey
- 5) Not a probable matter of survey
- 6) Not a probable matter of survey
- 7) Not a probable matter of survey
- 8) Not a probable matter of survey
- 9) Not a probable matter of survey
- 10) As shown hereon
- 11) As shown hereon
- 12) Not a probable matter of survey
- 13) Not a probable matter of survey

SURVEYOR'S NOTES:

COMMONWEALTH LAND TITLE INSURANCE COMPANY POLICY NO. C30-2025488 AS LISTED ABOVE WAS RELIED UPON FOR MATTERS OF RECORD, OTHER EASEMENTS OR EXCEPTIONS MAY EXIST THAT WERE NOT SHOWN ON THIS SURVEY.

PARCEL NUMBERS IN TOWNSHIP 47, RANGE 27
56-0-175901, 56-0-175902, 01-0-050300, 01-0-020200,
01-0-030300 AND 01-0-018000

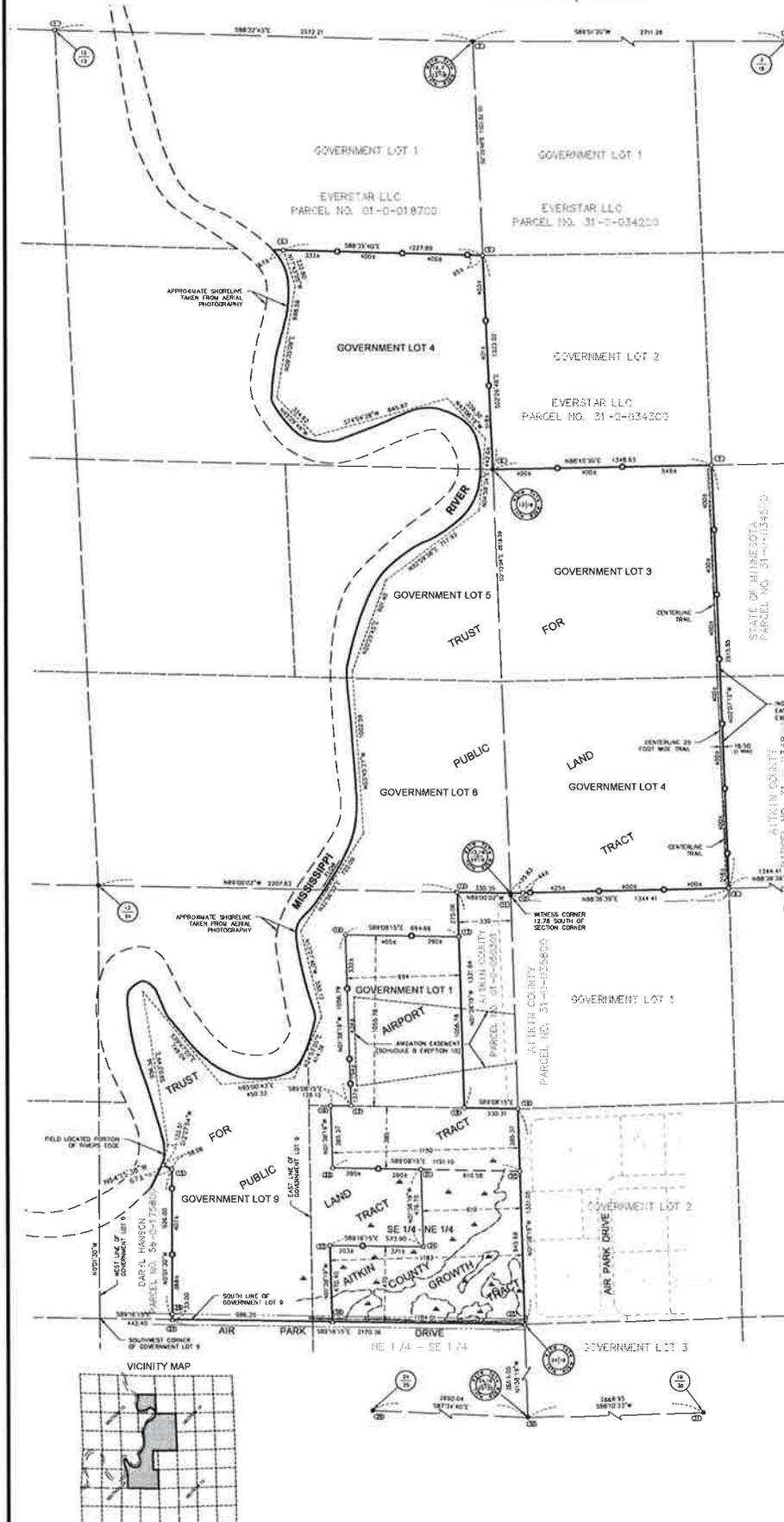
PARCEL NUMBERS IN TOWNSHIP 47, RANGE 26
31-0-034800 AND 31-0-034700

GOVERNMENT LOT 9 AND THE SE1/4-NE1/4 OF SEC. 24 ARE WITHIN THE CITY OF AITKIN LAND USE REQUIREMENTS.

AREAS FOR TRUST FOR PUBLIC LAND TRACT
GOVT LOT 3 SEC. 24 34.92 ACRES
SE1/4-NE1/4 SEC. 24 10.03 ACRES
GOVT LOT 8 SEC. 24 12.08 ACRES
GOVT LOT 8 SEC. 13 28.95 ACRES
GOVT LOT 5 SEC. 13 17.50 ACRES
GOVT LOT 4 SEC. 13 31.58 ACRES
GOVT LOT 3 SEC. 18 40.49 ACRES
GOVT LOT 4 SEC. 18 40.49 ACRES
TOTAL 215.03 ACRES

AREAS FOR AIRPORT TRACT
GOVT LOT 1 SEC. 24 18.84 ACRES
SE1/4-NE1/4 SEC. 24 10.17 ACRES
TOTAL 27.01 ACRES

AREA FOR AITKIN COUNTY GROWTH TRACT
SE1/4-NE1/4 SEC. 24 18.43 ACRES



DATE: 12-14-18	SCALE: AS SHOWN	DRAWN BY: CMN	CHECKED BY: CMC	FILE NUMBER: 20202336
<p>PREPARED FOR TPL AND AITKIN COUNTY GROWTH PROPERTY</p> <p>WE HEREBY CERTIFY THAT THIS SURVEY PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA</p> <p style="text-align: right;"> WIDSETH SMITH NOLTING Engineering Architecture Surveying Environmental </p>				

From: [James Ratz](#)
To: "[Rich Courtemanche](#)"
Subject: RE: Action Needed - Aitkin Growth Property
Date: Wednesday, February 6, 2019 2:22:35 PM
Attachments: [image001.png](#)

Rich,

I reviewed the TPL Land Protection Donation Agreement and find it to be appropriate as to form subject to the following comments:

1. On p.1 sec. A, please replace John.Sausen@crowwing.us with coatty@co.aitkin.mn.us
2. Exhibits A and B were blank on the draft I reviewed, but would need to be approved by you and be included on the final draft submitted to the County Board.

Besides those two limited issues, the Agreement appears ready to be submitted to the County Board for its approval and signatures by the Chairperson and Jessica.

If you have any questions, please feel free to contact my office.

Thanks,
Jim

From: Rich Courtemanche [<mailto:rich.courtemanche@co.aitkin.mn.us>]
Sent: Tuesday, February 5, 2019 3:45 PM
To: 'James Ratz' <jratz@co.aitkin.mn.us>
Subject: Action Needed - Aitkin Growth Property

The County Board agreed to accept the donation of the Aitkin Growth property adjacent to the airport and the Mississippi River just outside of Aitkin on Feb 13, 2018.

To move forward The Trust for Public Land (TPL) is requesting a signature to a Donation Agreement. A draft is attached.

Could you take a look at it and see if I can send it to Jessica or the County Board for a signature?

I appreciate your guidance,
Rich
x333

From: Will Cooksey [<mailto:will.cooksey@tpl.org>]
Sent: Tuesday, February 5, 2019 10:47 AM
To: 'Randy Quale'; 'Rich Courtemanche'
Subject: RE: Aitkin Growth Property Walk