



Board of County Commissioners Agenda Request

25
 Agenda Item #

Requested Meeting Date: February 9, 2021

Title of Item: Permanent Right-of-Way Easement Grant, MN-AI-089.000

<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) <small>*provide copy of hearing notice that was published</small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Rich Courtemanche		Department: Land
Presenter (Name and Title): Rich Courtemanche - Land Commissioner		Estimated Time Needed: n/a
Summary of Issue: <p>The Aitkin County Board of Commissioners have granted easements, temporary work spaces, and temporary road accesses (20181211-081) to Enbridge Energy Limited Partnership with an office at 4602 Grand Avenue, Suite #900, Duluth, MN 5580, across the Aitkin County managed lands.</p> <p>DNR has asked that Enbridge move this alignment at the West Savanna River to help reduce impacts to the stream. Because of this realignment, Enbridge requests an additional 6.25 acres of permanent right-of-way easement in Section 23, Township, 51N, Range 23W (PIN 06-0-036200),</p> <p>Enbridge will be charged easement costs of \$15,895.00, as appraised by the County Land Commissioner</p> <p>Enbridge will also vacate that portion of the previously issued right-of-way that is no longer necessary due to the new alignment.</p>		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Adopt Resolution County Board Chair / County Administrator to sign agreements		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i> \$15,895 fee to be deposited in FTS (10-923) account.		

Legally binding agreements must have County Attorney approval prior to submission.

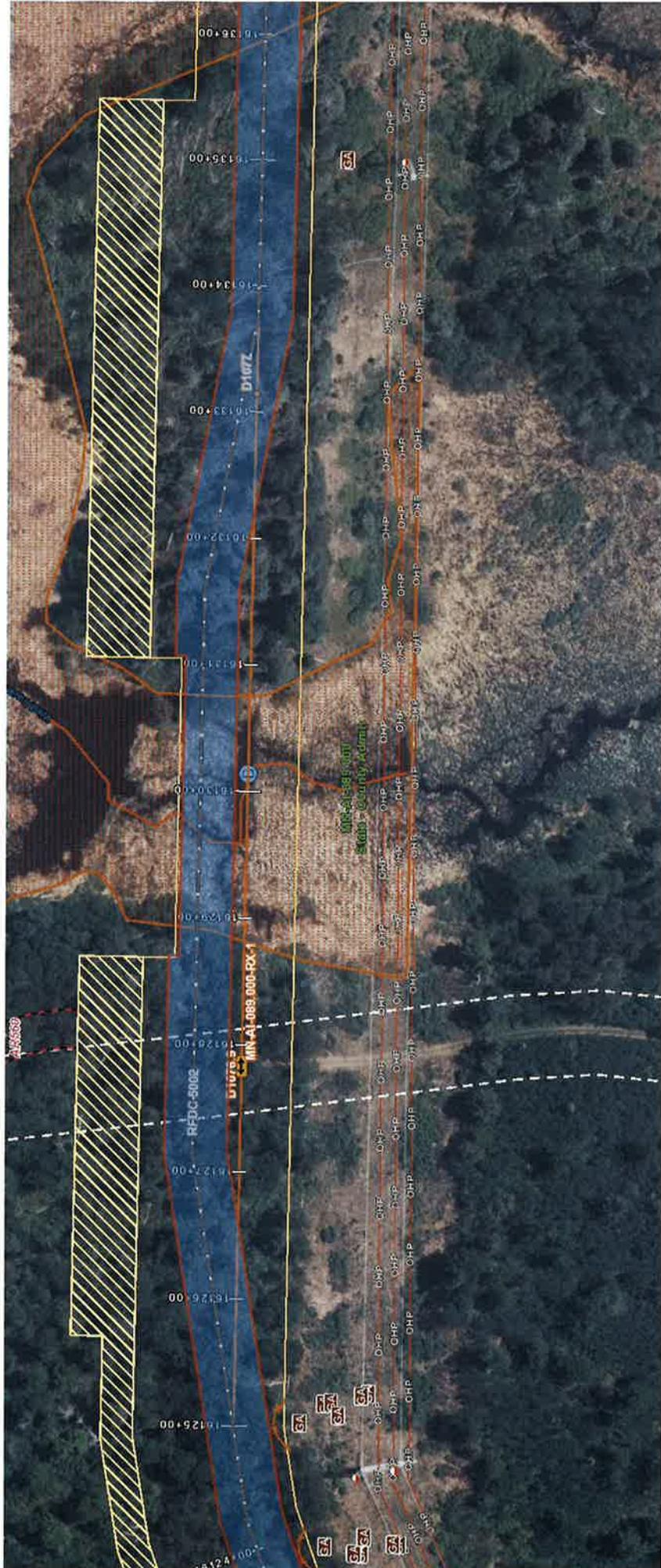


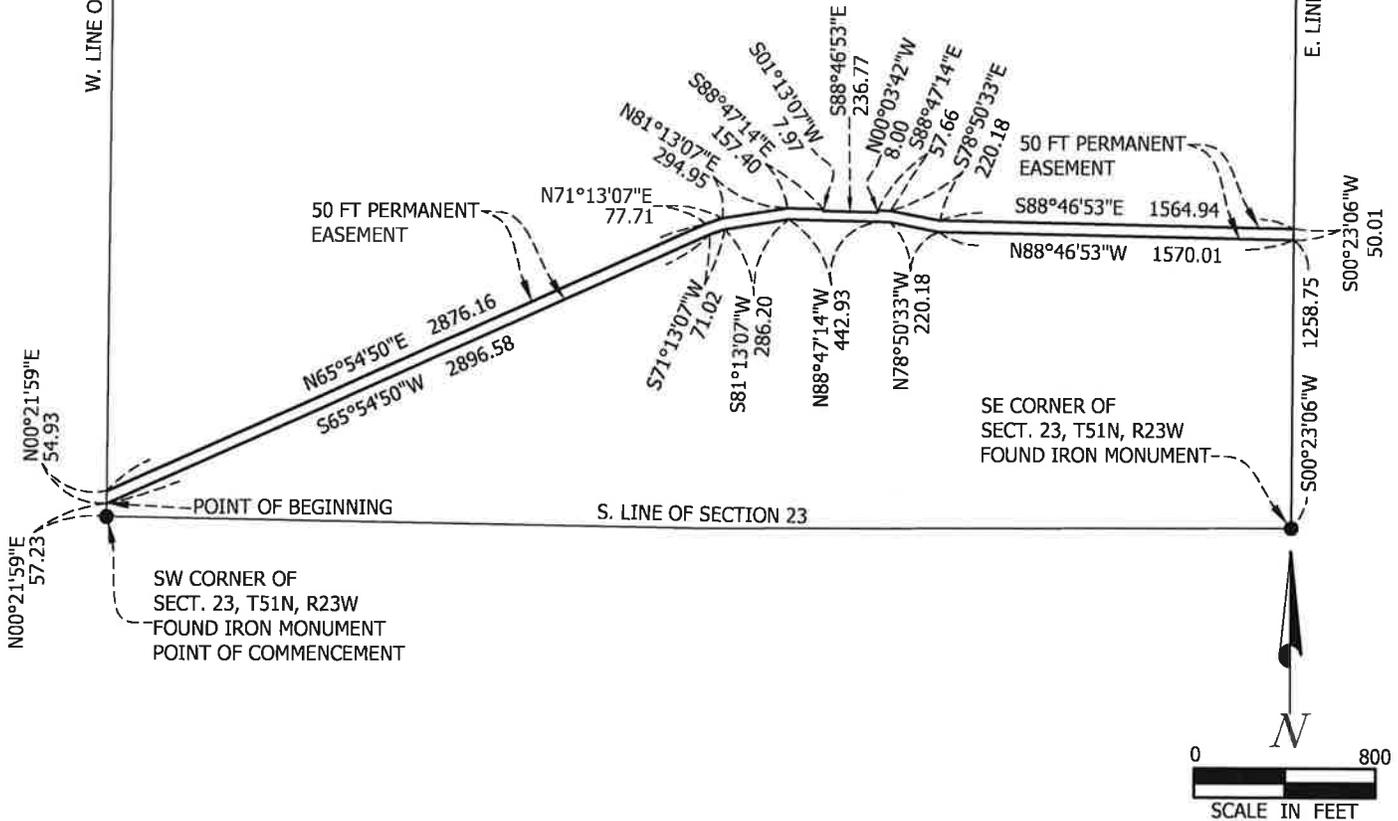
EXHIBIT B-32

N. LINE OF SECTION 23

W. LINE OF SECTION 23

E. LINE OF SECTION 23

SECTION 23 T51N R23W
AITKIN COUNTY, MN



NOTE: This is not a survey product. This should not be used for authoritative definition of legal boundary or property title.

Exhibit is based on Minnesota State Plane System, NAD83 (2011), North Zone, U.S. Foot. Bearings shown are grid bearings and distances shown are grid distances.

Prepared for:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP

Summary of Layout:

Easement Reference Line: 0 FT.

Permanent Easement: 6.25 AC. 272,423 SQ.FT.

PREPARED BY: TDL

DATE: 02/03/2021

TRACT NUMBER

MN-AI-089.000

RIGHT-OF-WAY AND EASEMENT GRANT

Prepared By:

Rich Kern
11 East Superior Street, Suite 125
Duluth, Minnesota 55807

Return To:

Enbridge Energy, Limited Partnership
4602 Grand Avenue, Suite #900
Duluth, MN 55807

For Recorder's Use Only

Parcel ID No(s): **06-0-036200**
Enbridge Tract No(s): **MN-AI-089.000**

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, **Aitkin County, a political subdivision of the State of Minnesota**, ("Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby grant and convey by this Right-of-Way and Easement Grant ("Agreement") to Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 11 East Superior Street, Suite 125, Duluth, Minnesota 55802, its grantees, successors and assigns ("Grantee") the following rights, interests, and privileges:

- a. A right-of-way and perpetual easement to survey, locate, construct, install, operate, maintain (including cathodic protection systems), clear, inspect (including aerial patrol and subsurface digging), reclaim, remove, protect, idle in place, repair, replace, relocate, change the size of and reconstruct a single pipeline, together with any associated valves, fittings, location markers and signs, communication systems and lines, utility lines, safety and protective apparatus, and all other equipment and appurtenances, whether above or below grade, and conduct such other activities as may be necessary in connection therewith as determined by Grantee or required by law, for the transportation of crude petroleum and any product, by-product and derivative thereof, on, over, under, in, through and across a strip of land, as described in Exhibit A attached hereto and incorporated herein ("Right-of-Way"), together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with the safe and efficient construction, operation, maintenance and patrol of the pipeline and appurtenances.
- b. A right-of-way and perpetual easement to survey, locate, construct, install, operate, maintain (including cathodic protection systems), clear, inspect, reclaim, remove, protect, idle in place, repair, replace, relocate, change the size of, and reconstruct such personal property, including without limitation cables, lines, wires, jackets, and related transmission equipment and appurtenances, as may be

Tract No. MN-AI-089.000

Date: 02/03/2021

necessary or convenient for the broad purposes of communications, including such communications technology as may be subsequently developed or become feasible.

- c. Until such time as the construction, testing, and commissioning of the pipeline is complete, the right to use and occupy such of Grantor's land adjacent to the Right-of-Way as is reasonably necessary for construction work space, for the purposes of surveying, locating, constructing, testing, reclamation and commissioning of Grantee's pipeline, appurtenances, and rights of way (including the temporary storage of equipment and material), provided that at the conclusion of the construction, testing, and commissioning of the pipeline all areas of construction work space shall be reclaimed and shall revert to the possession and control of the Grantor.
- d. The perpetual right to use and occupy such of Grantor's land adjacent to the Right-of-Way as is reasonably necessary from time to time for the inspection and patrol (including subsurface digging), operation, maintenance, repair, replacement, relocation, reconstruction, reclamation, removal, protection, and idling of the pipeline.
- e. The perpetual right of ingress and egress across Grantor's lands to and from the Right-of-Way, using existing roads, routes, and paths whenever reasonably possible in the determination of Grantee, at any and all times for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted.
- f. The right to discharge water from excavations and other work areas onto the Grantor's land as described on Exhibit A during the construction and any testing or maintenance, repair or replacement of the pipeline. Water discharges will be performed in conformance with applicable governmental laws and regulations, and in a manner intended to minimize adverse impacts on the land, and the crops and improvements on the land. To the extent reasonably possible, without impacting the cost and timing of Grantee's work, Grantee shall coordinate with Grantor regarding locations of the discharge sites and locations of discharge filter devices.

The aforesaid rights and easement are granted as and from the date hereof on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and the Grantee:

FIRST: Grantor covenants with Grantee that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: The Grantee shall, at the time of construction of the pipeline, bury said pipeline through cultivated lands so that it will not interfere with ordinary annual crop cultivation, at a minimum depth of thirty-six inches (36") below grade at the time of construction, or such other greater depth as may be required by law, and shall also pay for damage to annual crops, fences, trees and other existing improvements that may arise from the exercise of the rights herein granted in connection with the installation of the pipeline and Grantee's use of any of Grantor's lands adjacent to the Right-of-Way during construction. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by Grantor, one by

Tract No. MN-AI-089.000

Date: 02/03/2021

Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by Grantor and Grantee.

THIRD: Grantee shall have the right to clear and keep cleared all trees, undergrowth, and any other obstructions (including structures), whether temporary, permanent, man-made or natural, from the herein granted Right-of-Way and Grantee shall not be liable for damages caused by keeping said Right-of-Way clear of such trees, undergrowth and other obstructions in Grantee's exercise of the rights herein granted. Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Right-of-Way any pit, well, septic system, foundation, pavement, road or any other structure or installation, whether temporary or permanent, natural or man-made, without Grantee's prior written consent, but otherwise Grantor shall have the right fully to use and enjoy said premises for surface agricultural uses except as the same may interfere with activities deemed by Grantee to be necessary, convenient or incidental to the purposes herein granted to Grantee, and provided further that Grantor's use does not interfere with Grantee's operations on the Right-of-Way. Further, Grantor shall not alter the grade of the Right-of-Way and easement without the express, prior written consent of Grantee.

FOURTH: Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or death of any person resulting from Grantee's activity on the Right of Way unless such loss, damage, injury or death results from the negligent or intentional acts or omissions of Grantor, its agents, representatives, employees, contractors or invitees.

FIFTH: Grantee shall have the right to assign and mortgage this Agreement and the easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

SIXTH: Any and all payments, communications or notices provided for herein may be delivered by a reputable overnight delivery service or deposited in the United States mail, first class, postage paid, certified or registered, return receipt requested, to the address listed herein, addressed to Grantor and Grantee at the addresses specified above as Grantor and Grantee's mailing addresses, or such other address as may be specified in writing by Grantor or Grantee or their respective successors or assigns from time to time.

SEVENTH: This Agreement, including all the covenants and conditions herein contained shall, to the greatest extent allowed by law, be construed as creating a perpetual Right-of-Way and easement on and appurtenant to property owned by Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of Grantor and Grantee respectively.

EIGHTH: The waiver or failure to enforce any provision of this Agreement by either Grantor or Grantee or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement.

NINTH: Multiple Grantors and Grantees may execute separate original counterparts of this Agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one integrated agreement.

Tract No. MN-AI-089.000

Date: 02/03/2021

LANDOWNER/S (GRANTOR/S) WITH FULL KNOWLEDGE OF THE PROVISIONS AND THEIR RIGHTS THEREUNDER, EXPRESSLY WAIVE ALL RIGHTS WHATSOEVER UNDER MINNESOTA STATUTES §216G.07 WHICH PROVIDES THAT ANY PIPELINE INSTALLED AFTER MAY 26, 1979 SHALL BE BURIED WITH A MINIMUM LEVEL COVER OF NOT LESS THAN FOUR AND A HALF FEET (4 ½') WHERE THE PIPELINE CROSSES CULTIVATED AGRICULTURAL LAND. LANDOWNER/S (GRANTOR/S) EXPRESSLY PERMIT AND AGREE TO GRANTEE'S INSTALLATION OF A PIPELINE(S) WITH LESS THAN FOUR AND A HALF FEET (4 ½') OF COVER AND A MINIMUM OF THREE FEET (3') OF COVER. BY HIS/HER/THEIR INITIALS BELOW, LANDOWNER/S (GRANTOR/S) ACKNOWLEDGE(S) THAT HE/SHE/THEY HAVE READ AND UNDERSTAND THIS WAIVER.

Initials of
Grantor/s

Initials of
Grantor/s

[signatures and acknowledgments follow]

EXHIBIT A

This Exhibit A-32 is attached to and made a part of this Right-of-Way and Easement Grant between **Aitkin County, a political subdivision of the State of Minnesota**, (Grantor) and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION (GRANTOR'S LAND):

NW¹/₄ of SW¹/₄, NE¹/₄ of SW¹/₄, S¹/₂ of SW¹/₄, NE¹/₄, NW¹/₄, and SE¹/₄, Section 23, Township 51, Range 23, Aitkin County, Minnesota.

Parcel Identification Number (P.I.N.): **06-0-036200**
Tract No. **MN-AI-089.000**

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A parcel of land lying over, under, and across that part of Section 23, Township 51 North, Range 23 West of the 4th Principal Meridian, Aitkin County, Minnesota, described as follows:

Commencing at the southwest corner of said Section 23; thence North 00 degrees 21 minutes 59 seconds East, along the west line of said Section 23, a distance of 57.23 feet to the point of beginning; thence continue North 00 degrees 21 minutes 59 seconds East, along said west line, 54.93 feet; thence North 65 degrees 54 minutes 50 seconds East 2876.16 feet; thence North 71 degrees 13 minutes 07 seconds East 77.71 feet; thence North 81 degrees 13 minutes 07 seconds East 294.95 feet; thence South 88 degrees 47 minutes 14 seconds East 157.40 feet; thence South 01 degrees 13 minutes 07 seconds West 7.97 feet; thence South 88 degrees 46 minutes 53 seconds East 236.77 feet; thence North 00 degrees 03 minutes 42 seconds West 8.00 feet; thence South 88 degrees 47 minutes 14 seconds East 57.66 feet; thence South 78 degrees 50 minutes 33 seconds East 220.18 feet; thence South 88 degrees 46 minutes 53 seconds East 1564.94 feet to the east line of said Section 23; thence South 00 degrees 23 minutes 06 seconds West, along said east line, 50.01 feet; thence North 88 degrees 46 minutes 53 seconds West 1570.01 feet; thence North 78 degrees 50 minutes 33 seconds West 220.18 feet; thence North 88 degrees 47 minutes 14 seconds West 442.93 feet; thence South 81 degrees 13 minutes 07 seconds West 286.20 feet; thence South 71 degrees 13 minutes 07 seconds West 71.02 feet; thence South 65 degrees 54 minutes 50 seconds West 2896.58 feet to the point of beginning.

Containing 6.25 acres.

Basis of Bearings: MN State Plane System, NAD 83, (2011), North Zone, (grid)
Distance Measure: U.S. Survey Foot (grid)

Tract No. MN-AI-089.000
Date: 02/03/2021

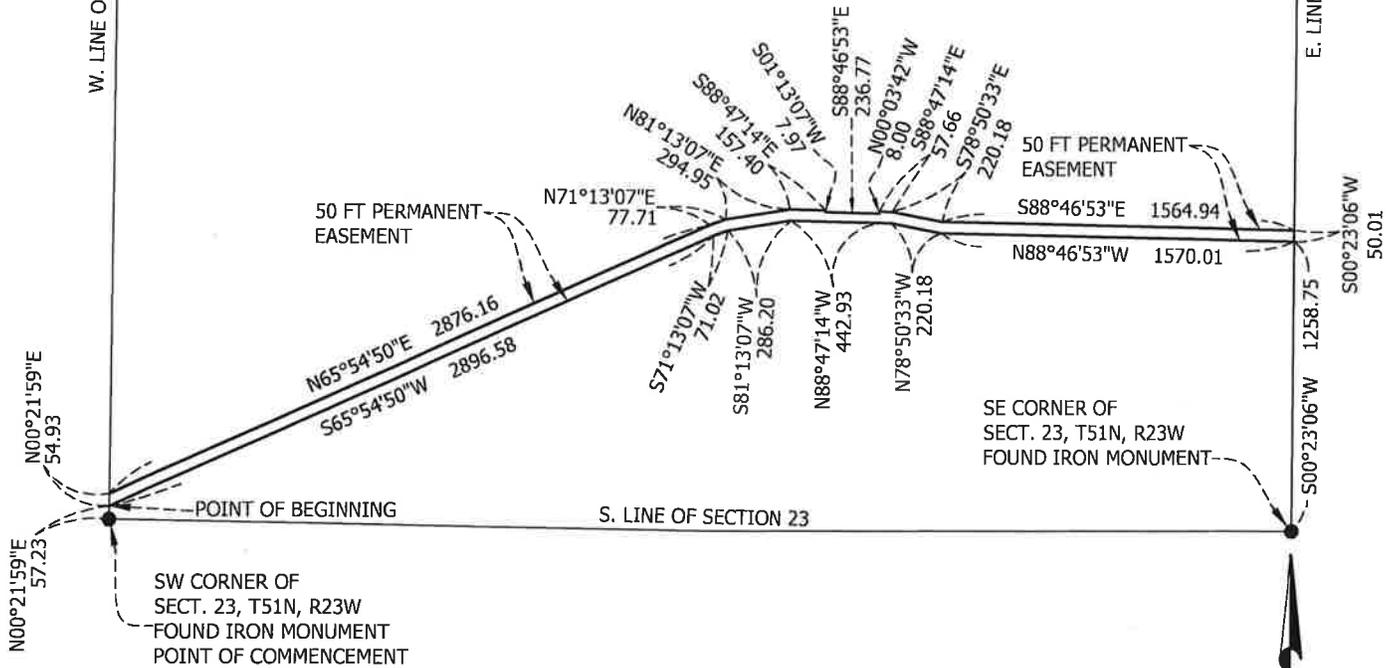
EXHIBIT B-32

N. LINE OF SECTION 23

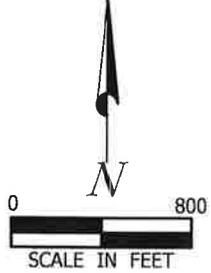
W. LINE OF SECTION 23

E. LINE OF SECTION 23

SECTION 23 T51N R23W
AITKIN COUNTY, MN



SE CORNER OF
SECT. 23, T51N, R23W
FOUND IRON MONUMENT



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Exhibit is based on Minnesota State Plane System, NAD83 (2011), North Zone, U.S. Foot. Bearings shown are grid bearings and distances shown are grid distances.

Prepared for:	ENBRIDGE ENERGY, LIMITED PARTNERSHIP
Summary of Layout:	
Easement Reference Line:	0 FT.
Permanent Easement:	6.25 AC. 272,423 SQ.FT.

PREPARED BY:	TDL
DATE:	02/03/2021
TRACT NUMBER	
	MN-AI-089.000

Tract No# :	MN-AI-089.000
Check Number:	
Date:	
ROW Agent:	

ADDITIONAL RIGHT OF WAY GRANT RECEIPT

The undersigned acknowledges receipt of

Fifteen Thousand Eight Hundred Ninety Five Dollars and No Cents (\$15,895.00)

paid by Enbridge Energy, Limited Partnership and its affiliates. This amount represents payment in full for Enbridge Energy, Limited Partnership's exercise of existing easement rights to maintain/construct a pipeline/s, including the use of temporary workspace (TWS) or additional temporary workspace (ATWS) along the existing right-of-way. Furthermore, the undersigned landowner(s) hereby declares and warrants ownership in fee simple or has an interest in all or a portion of the easement and temporary workspace along the existing right-of-way, and is entitled to receive the payment hereby acknowledged and to also receive subsequent damage payments, if any.

Upon sale of premises the Landowner(s) shall fully disclose to buyer the existence of this TWS or ATWS.

**Additional
Acquisition**

L3R Additional Easement

Grant	<u>6.25</u>	(acres) X	<u>\$2,000.00</u>	X	125%	=	<u>\$15,625.00</u>
TWS	<u>0.000</u>	(acres) X	<u>\$2,000.00</u>	X	50%	=	<u>\$0.00</u>
ATWS	<u>0.00</u>	(acres) X	<u>\$2,000.00</u>	X	50%	=	<u>\$0.00</u>

L3R TOTAL ROW COMPENSATION = \$15,625.00

Timber

L3R Area	<u>0.5400</u>	(acres) X	<u>\$500.00</u>	=	<u>\$270.00</u>	<u>\$0.00</u>	<u>\$270.00</u>
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BALANCE OF COMPENSATION TO BE PAID

\$15,895.00

Land Owner: **Aitkin County, a political subdivision of the State of Minnesota**

Signature:

Print Name: **Jessica Seibert**

Title: **County Administrator**

Address: 307 2nd Street NW
Aitkin, MN 56431

Telephone: 218 927-7276



Rich Kern
Supervisor
Land Services

tel 218-522-4669
rich.kern@enbridge.com

Enbridge Energy
26 East Superior St., Ste. 309
Duluth, MN 55802

February 3, 2021

Aitkin County Board
307 2nd Street NW
Aitkin, Minnesota 56431

RE: Enbridge's Easements Over MN-AI-089.000

Dear Jessica Seibert, Aitkin County Administrator:

Enbridge Energy, Limited Partnership ("Enbridge") appreciates its past relationship with you and looks forward to continuing that relationship in the future. As you know, Enbridge currently holds an easement across your property. Since the execution of the easement, Enbridge has made certain changes to the Line 3 Replacement project alignment that requires the execution of new easement documents. Enbridge understands that you are only interested in granting a new easement upon Enbridge's agreement to release its prior easement on your property.

To that end, enclosed please find example documents for the Release of Right-of-Way and Easement Grant.

Following your signing of the new easement(s), recording of the same, and start of construction on your property for the Line 3 Replacement project, Enbridge will record a release of the original easement signed on **12/11/2018** by you and recorded on **01/15/2019** for the following tract(s):

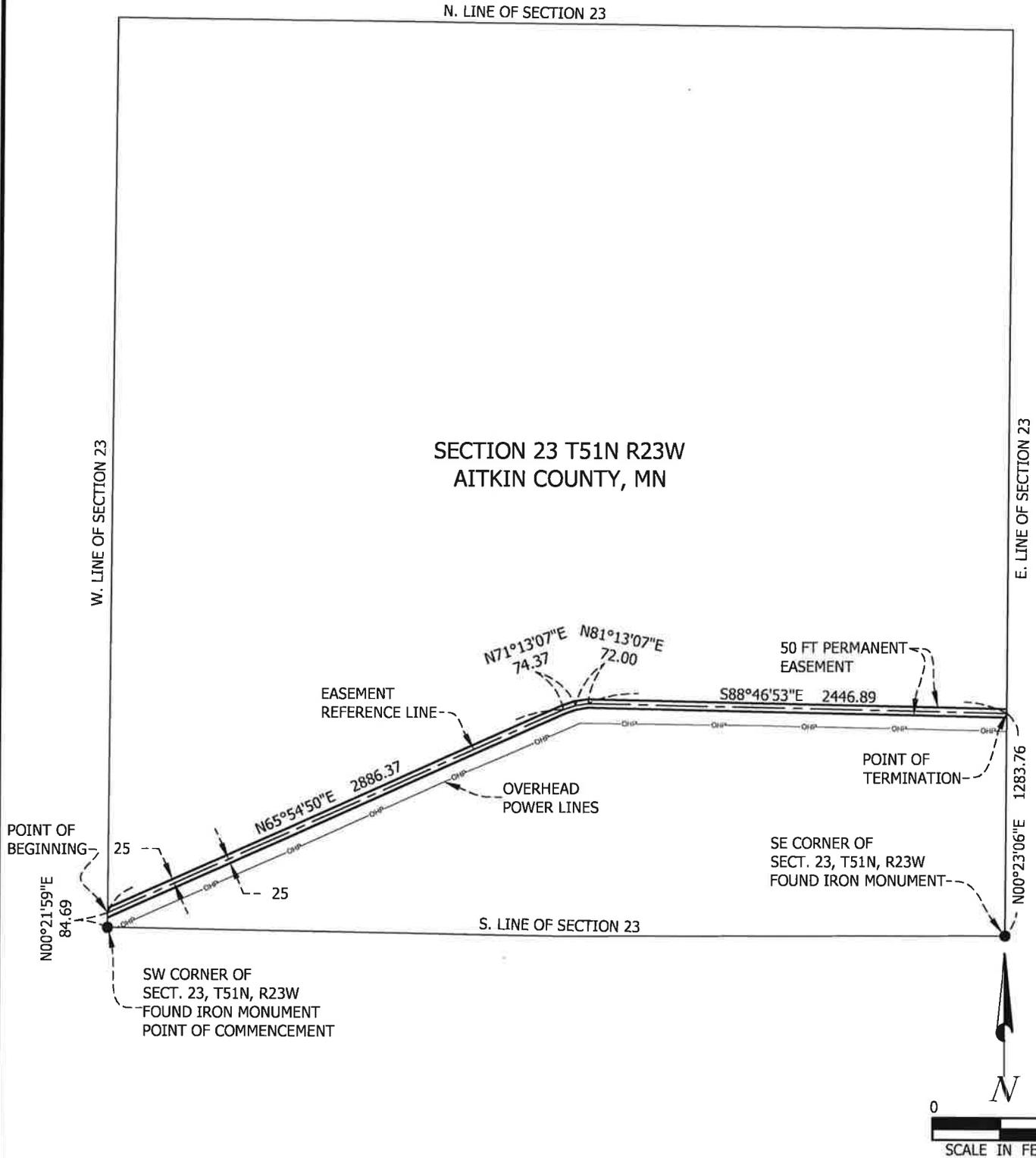
- MN-AI-089.000 Exhibits A-32 and B-32

Please feel free to contact me with any additional questions you may have.

Sincerely,

Rich Kern
Enc.

EXHIBIT B-32



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Exhibit is based on Minnesota State Plane System, NAD83 (2011), North Zone, U.S. Foot. Bearings shown are grid bearings and distances shown are grid distances.

Prepared for:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP

Summary of Layout:

Easement Reference Line: 5,480 FT.

Permanent Easement: 6.29 AC. 273,981 SQ.FT.

PREPARED BY: TDL

DATE: 08/13/2018

TRACT NUMBER

MN-AI-089.000

Permanent Right of Way Easement Grant, MN-AI-089.000

WHEREAS, On December 11, 2018, the Aitkin County Board of Commissioners granted a utility easement, temporary work space, and temporary road access (20181211-081) to Enbridge Energy, Limited Partnership, with an office at 4602 Grand Avenue, Suite #900, Duluth, MN 55807 (Enbridge) for a right-of-way easement to survey, locate, construct, install, operate, maintain (including cathodic protection systems), clear, inspect (including aerial patrol and subsurface digging), reclaim, remove, protect, idle in place, repair, replace, relocate, change the size of and reconstruct a single pipeline, together with any associated valves, fittings, location markers and signs, communication systems and lines, utility lines, safety and protective apparatus, and all other equipment and appurtenances, whether above or below grade across the Aitkin County managed lands,

WHEREAS, Enbridge requests an additional 6.25 acres of permanent Easement in Section 23, Township, 51N, Range 23W (PIN 06-0-036200), with the legal descriptions as:

Commencing at the southwest corner of said Section 23; thence North 00 degrees 21 minutes 59 seconds East, along the west line of said Section 23, a distance of 57.23 feet to the point of beginning; thence continue North 00 degrees 21 minutes 59 seconds East, along said west line, 54.93 feet; thence North 65 degrees 54 minutes 50 seconds East 2876.16 feet; thence North 71 degrees 13 minutes 07 seconds East 77.71 feet; thence North 81 degrees 13 minutes 07 seconds East 294.95 feet; thence South 88 degrees 47 minutes 14 seconds East 157.40 feet; thence South 01 degrees 13 minutes 07 seconds West 7.97 feet; thence South 88 degrees 46 minutes 53 seconds East 236.77 feet; thence North 00 degrees 03 minutes 42 seconds West 8.00 feet; thence South 88 degrees 47 minutes 14 seconds East 57.66 feet; thence South 78 degrees 50 minutes 33 seconds East 220.18 feet; thence South 88 degrees 46 minutes 53 seconds East 1564.94 feet to the east line of said Section 23; thence South 00 degrees 23 minutes 06 seconds West, along said east line, 50.01 feet; thence North 88 degrees 46 minutes 53 seconds West 1570.01 feet; thence North 78 degrees 50 minutes 33 seconds West 220.18 feet; thence North 88 degrees 47 minutes 14 seconds West 442.93 feet; thence South 81 degrees 13 minutes 07 seconds West 286.20 feet; thence South 71 degrees 13 minutes 07 seconds West 71.02 feet; thence South 65 degrees 54 minutes 50 seconds West 2896.58 feet to the point of beginning.

WHEREAS, said applicant will be charged right-of-way costs of \$15,895.00, as appraised by the County Land Commissioner,

WHEREAS, the Department of Natural Resources has requested that the permanent right-of-way be moved to this location to minimize impacts to the stream bed of the West Savanna River,

WHEREAS, Enbridge has agreed to vacate the unused portion of the permanent right-of-way crossing the West Savanna River,

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,

WHEREAS, the Aitkin County Board of Commissioners resolved its support for Enbridge's proposed Line 3 Replacement Project, their preferred route, and their plan for deactivating the existing Line 3 (20170926-073),

WHEREAS, the Aitkin County Board of Commissioners recognized Enbridge for its longstanding performance and continual efforts to protect the environment, wildlife and habitats, as well as the people who live in the communities in which it operates (20170926-073),

NOW THEREFORE, BE IT RESOLVED, that pursuant to Minnesota Statutes, Section 282.04, Subdivision 4, the County Auditor be and is hereby authorized to issue to Enbridge Energy, Limited Partnership, with an office located at 4602 Grand Avenue, Suite #900, Duluth, MN 55807, an easement to use said described land, if consistent with the law, as in the special conditions set forth herein,

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

1. The utility infrastructure shall be constructed and maintained by the grantee or permittee without any cost to the County of Aitkin and the land area 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 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. Aitkin County manages the property for many purposes such as a motorized and non-motorized recreation trails, access to county managed and other lands for resource management purposes, including the harvesting of timber, extraction of gravel, peat, fill dirt, etc., and the mining and extraction of minerals. The issuing and use of this easement shall not adversely affect any other Aitkin County authorized uses of this strip of land.
8. After construction, the lessee shall mark the location of the utilities and shall return the land to the same condition as prior to issuing of the easement.

9. If the County shall make any improvements or changes on all or any part of its property upon which utilities have been placed by this permit, the utility owner shall, after notice from the County, change vacate, or remove from County property said works necessary to conform with said changes without cost whatsoever to the County.

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

FIVE MEMBERS PRESENT

All Members Voting

STATE OF MINNESOTA}
COUNTY OF AITKIN}

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 February, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9th day of February, 2021

Jessica Seibert
County Administrator