



Board of County Commissioners Agenda Request

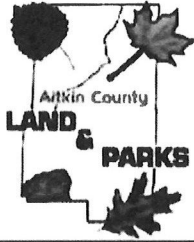
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Agenda Item #

Requested Meeting Date: February 11, 2025

Title of Item: Great River Energy Utility Easement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
Submitted by: Dennis (DJ) Thompson		Department: Land
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: <p>Great River Energy is requesting a utility easement to access and replace a switch structure located in Section 2, Township 47, Range 25 (PID# 15-0-003600).</p> <p>Cost of the easement is \$2,046.00 (.92 acres at \$2,000/acre minimum plus a recording fee of \$46). The applicant has paid the \$400 application fee, which will be credited to the assessment if the easement is approved.</p> <p>Aitkin County Surveyor has reviewed the easement and has no objections.</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Motion to approve utility easement for Great River Energy.		
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 type="checkbox"/> No <i>Please Explain:</i>		

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



REQUEST FOR ACCESS ACROSS AITKIN COUNTY MANAGED LAND

November 12, 2019

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 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 Michelle Lommel COMPANY Great River Energy
ADDRESS 12300 Elm Creek Blvd CITY, STATE, ZIP Maple Grove, MN 55369
PHONE 763-445-5977 E-MAIL mlommel@greenergy.com

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

Tax Parcel Number: 15-0-003600 Acreage: 0.92
Location of Parcel: Legal Description: Part of the SW 1/4-SE 1/4
Section: 2 Township: 47 Range: 25

Do you have any other access into this property? Yes partially; from existing easement 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: Great River Energy currently has a 115-kV overhead electric transmission tap line and switch pole located on the TFL parcel, which serves MLEC's Kimberly distribution substation. Great River Energy needs to replace the switch structure and to allow access to it for construction, GRE requests an easement that would be 100' on each side of the transmission centerline and around the switch pole. The easement will also be used for future inspection and maintenance.

5. Signature of Application or Authorized Rep.

Michelle Lommel
Agent for Great River Energy

Date 1/23/2025

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

Aitkin County Land Department
502 Minnesota Ave. N.
Aitkin, MN 56431

EASEMENT

EASEMENT NO #: ML-KIT-010

The undersigned, County of Aitkin, a political subdivision under the laws of Minnesota and successors and assigns ("Grantor"), in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto Great River Energy, a Minnesota cooperative corporation, and its successors and assigns ("Grantee"), a perpetual and irrevocable easement (the "Easement") to construct, reconstruct, relocate, modify, operate, patrol, inspect, repair, upgrade, maintain and/or remove, in whole or in part, electric transmission and/or distribution lines, consisting of one or more circuits, communication lines, poles, towers, structures, wires, anchors, cables, guys, supports, fiber optics, communication equipment and other appurtenances related to the transmission and/or distribution of electrical energy and/or the transmission and distribution of communications data and information of any type whatsoever (collectively, the "Facilities") over, under and across certain lands situated in Aitkin County, Minnesota, described on the attached Exhibit A as "Grantor's Property." The Easement shall be limited to that certain part of Grantor's Property described as the "Easement Area" on the attached Exhibits A and B.

Grantor hereby grants to Grantee an easement to enter upon Grantor's Property to survey and/or locate the Facilities, and an easement for reasonable access over and across Grantor's Property to the Easement Area. Grantee shall have the right to occupy and use Grantor's Property adjoining the Easement Area during the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities.

Subject to Grantee's rights and Grantor's obligations herein, Grantor reserves the right to cultivate, use and occupy the surface of the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor shall not perform any act, or cause or permit acts to be done by others, that will interfere with or endanger the Facilities or Grantee's exercise of its rights hereunder. Without limiting the foregoing, Grantor shall not erect or place on the Easement Area any structures, buildings, trees or other objects or improvements, permanent or temporary, or cause or permit any others to do so, without Grantee's prior written approval. Grantor agrees to not materially alter the existing ground elevations in a manner that could interfere with the Facilities or Grantee's rights hereunder or that would result in ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or any other applicable laws or regulations or other codes or policies. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review and written determination of compatibility by Grantee prior to installation. Grantee may approve such improvements or other installations, with or without conditions, or may deny the same, in the reasonable exercise of its sole discretion. Notwithstanding the foregoing, Grantor may install and maintain typical fencing within the Easement Area that does not interfere with the safe

operation of the Facilities; provided, that Grantor shall grant to Grantee access through any locked gates so that Grantee may have adequate access to the Easement Area.

Grantor agrees to execute and deliver to Grantee any additional documents requested by Grantee to amend and/or correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities or otherwise as requested by Grantee to accomplish the purposes of this Easement.

Grantor covenants that Grantor is the owner of the Grantor's Property and has the right to convey the easements set forth herein. The Facilities installed and placed by or on behalf of Grantee on Grantor's Property shall remain the property of Grantee. Grantor acknowledges that agreed upon compensation represents payment in full for Grantee's exercise and/or future exercise of Grantee's rights hereunder and that Grantor shall have no further right to compensation except as to payment for actual damages as expressly provided for below.

Grantee shall have the right to remove from the Easement Area, in whole or in part, and in any manner, any structures, buildings or other objects or improvements, and any trees, shrubbery, brush or other vegetation, that, in Grantee's sole opinion, could, at any time, interfere with, impair or otherwise endanger the structural or electrical integrity of the Facilities or otherwise interfere with Grantee's rights hereunder. Grantee shall also have the right to trim, remove, or otherwise control any trees, shrubbery, brush or other vegetation that are located adjacent to the Easement Area that may, in Grantee's opinion, at any time interfere with, impair or otherwise endanger the Facilities.

Grantee may exercise all or any of its rights hereunder at any time, and Grantee's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights. Grantee may assign and/or apportion and/or otherwise enter into agreements with respect to its rights hereunder, in whole or in part, in its sole discretion.

Grantee agrees to pay Grantor for this Easement prior to the construction of Facilities on the Easement Area.

Grantee agrees to pay a reasonable sum for actual damages directly caused to Grantor's crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities, excepting and excluding trees, shrubbery, brush or other vegetation within the Easement Area and also excepting any improvements or other installations placed within the Easement Area without Grantee's advance written determination of compatibility.

The easements and covenants contained in this instrument shall run with and against the described real property. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of the State in which the property is located.

This Easement has been duly executed by Grantor on this _____ day of _____, 2025.

GRANTOR

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by _____ of
(NAME/TITLE)

County of Aitkin, a political subdivision under the laws of Minnesota.
(Name of Municipal Acknowledging) (State of Municipal)

_____ (Notary)

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by _____ of
(NAME/TITLE)

County of Aitkin, a political subdivision under the laws of Minnesota.
(Name of Municipal Acknowledging) (State of Municipal)

_____ (Notary)

Drafted By: Great River Energy
Land Rights Department
12300 Elm Creek Blvd
Maple Grove, MN 55369
(763) 445-5000
(To be returned to same after recording.)

EXHIBIT "A"

Grantor's Property

The Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4), Section Two (2), Township Forty Seven (47), Range Twenty Five (25), Aitkin County, Minnesota.

Easement Area

A 200.00-foot-wide strip of land for utility easement purposes over, under, and across the Southwest Quarter of the Southeast Quarter (SW1/4 of the SE1/4) of Section 2, Township 47 North, Range 25 West, Aitkin County, Minnesota, being 100.00 feet on each side of the following described centerline:

Commencing at the south quarter corner of said Section 2; thence North 89 degrees 09 minutes 31 seconds East, assumed bearing, along the south line of said Southeast Quarter, a distance of 813.60 feet to the Point of Beginning; thence North 01 degrees 19 minutes 17 seconds East, a distance of 217.89 feet to a point which lies North 74 degrees 19 minutes 11 seconds East, a distance of 850.17 feet from said south quarter corner and there terminating.

EXCEPT

County State Aid Highway 5 Right-of-Way.

The sidelines of said easement are to be extended or shortened to terminate at the south line of said Southeast Quarter of Section 2.

Contains 40,261 sq.ft. or 0.92 acres of land, more or less.

SHEET 1 OF 2

Prepared by:



WSB Project No. 021637

Portage Lake 69-kV Transmission Easement Exhibit

ML-KIT-010

Owner: State of Minnesota
Aitkin County, Minnesota

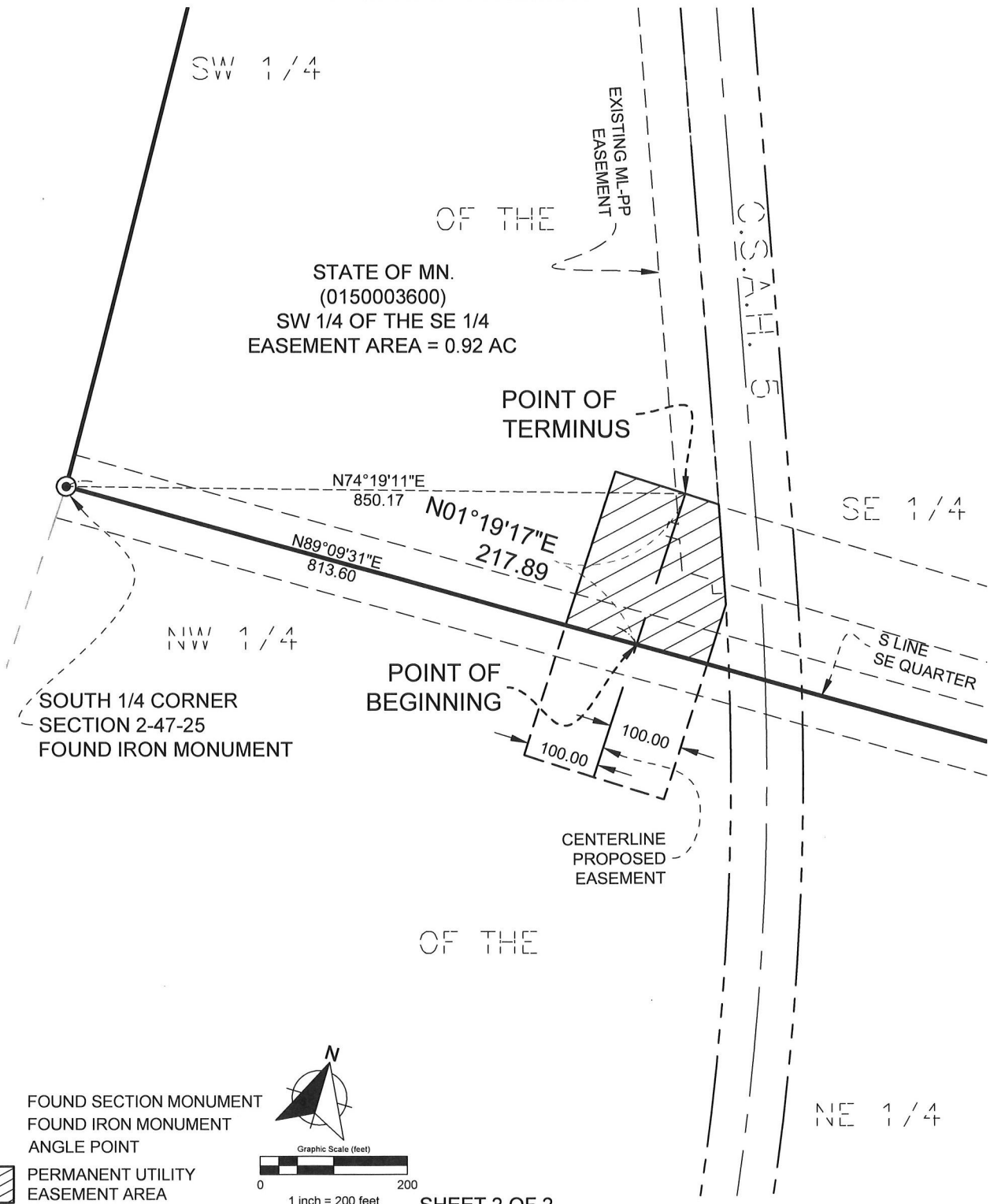
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GRE Proj. No. 209758 11/21/2024



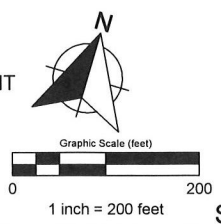
**GREAT
RIVER
ENERGY**

EXHIBIT "B"



- ⊙ FOUND SECTION MONUMENT
- FOUND IRON MONUMENT
- △ ANGLE POINT

 PERMANENT UTILITY EASEMENT AREA



SHEET 2 OF 2

Prepared by:



WSB Project No. 021637

**Portage Lake 69-kV Transmission
Easement Exhibit**

ML-KIT-010
Owner: State of Minnesota
Aitkin County, Minnesota

#	REVISION	DATE
1		
2		
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GRE Proj. No. 209758 11/22/2024

