



Board of County Commissioners Agenda Request

2w
Agenda Item #

Requested Meeting Date: October 13, 2020

Title of Item: Approve Energy Easement

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*

Submitted by: Rich Courtemanche	Department: Land
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Presenter (Name and Title): Rich Courtemanche - Land Commissioner	Estimated Time Needed: n/a
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Summary of Issue:

On December 11, 2018 and March 24, 2020, the Aitkin County Board of Commissioners granted easements, temporary work spaces, and temporary road accesses (20181211-081) to Enbridge Energy, Limited Partnership, with an office located at 11 East Superior Street; Suite 125, Duluth, MN 55802 (Enbridge) across the Aitkin County managed lands.

Enbridge requests an additional 0.120 acres of temporary work space in Section 26, Township, 51N, Range 24W (SESE; PIN 33-0-041400),

Enbridge will be charged Temporary Work Space costs of \$2,000.00, as appraised by the County Land Commissioner and the minimal fee set by Enbridge.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Adopt Resolution
County Board Chair / County Administrator Sign Temporary Work Space Agreements

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:*

\$2,000 fee from Enbridge to be deposited in FTS (10-923) account.

By Commissioner: xxxx

20201013-xxx

Enbridge Energy Pipeline Easement

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 11 East Superior Street; Suite 125, Duluth, MN 55802 (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 0.12 acres of temporary work space in Section 26, Township, 51N, Range 24W (SESE; PIN 33-0-041400),

WHEREAS, said applicant will be charged Additional Temporary Work Space costs of \$1,000.00, as appraised by the County Land Commissioner,

WHEREAS, said applicant has an Enbridge Additional Temporary Workspace Payment of \$1,000,

WHEREAS, said applicant will thus pay Aitkin County a total of \$2,000.

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 11 East Superior Street; Suite 125, Duluth, MN 55802, 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 13th day of October, 2020 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 13th day of October, 2020

Jessica Seibert
County Administrator

ADDITIONAL TEMPORARY WORKSPACE AGREEMENT

Tract No.: MN-AI-073.001

The undersigned **Aitkin County, a political subdivision of the State of Minnesota**, (hereinafter called "Lessor"), whether one or more, for and in consideration of **One Thousand and no/100th Dollars (\$1,000.00)** and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby lease to Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 11 East Superior Street, Suite 125, Duluth, Minnesota 55802, including its affiliates, subsidiaries, successors and assigns (hereinafter called "Lessee") for use by Lessee, its agents, contractors, subcontractors and invitees, a portion of Lessor's land for Temporary Work Space (hereinafter called "TWS") and Additional Temporary Work Space (hereinafter called "ATWS") in the locations shown on the attached Exhibit "A" and as depicted on the attached Exhibit B, to this TWS Agreement.

Lessee, its agents, employees, contractors, subcontractors and invitees will be entitled to the exclusive use and possession of the TWS and ATWS during the construction (including cleanup, restoration and monitoring) of a pipeline and associated facilities within Lessee's pipeline right-of-way and easement (hereinafter called "Project"). Use and possession of the TWS and ATWS shall commence immediately upon execution of this Agreement and the use of the TWS and ATWS shall terminate when restoration is complete, excepting Lessee's right to continue to monitor and maintain the TWS and ATWS pursuant to environmental rules and regulations.

Lessee shall also have the right to discharge water from excavations and other work areas onto the land described in Exhibit A. 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, crops and improvements on the land. To the extent reasonably possible, without impacting the cost and timing of Lessee's work, Lessee shall coordinate with Lessor regarding the locations of the discharge sites and locations of discharge filter devices.

Consideration made and acknowledged hereunder includes compensation for timber, if any that Lessee may remove from the TWS and ATWS and no additional payments or other consideration shall be paid by Lessee to Lessor for such removal. Unless otherwise agreed in writing, any such timber removed shall become property of Lessee.

Lessee agrees to remove all construction materials and debris from the TWS and ATWS and restore to grade said TWS and ATWS, and further agrees to compensate Lessor for the reasonable costs to repair any damage to any improvements on the TWS or ATWS (other than for removed timber) caused by Lessee, its agents, employees, contractors, subcontractors and invitees during the use of said TWS and ATWS that are not repaired by Lessee to substantially the pre-construction condition.

Lessee agrees to indemnify and hold Lessor harmless from any and all losses of or damages to property or injuries to or death of any person to the extent resulting from Lessee's negligence or intentional misconduct in connection with any activity on the TWS or ATWS.

This Agreement shall be freely assignable by Lessee. Upon sale of any portion of the TWS or ATWS, Lessor shall fully disclose to the buyer the existence of this Agreement. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

This Agreement may be executed in multiple counterparts with the same effect as though each party had executed the same instrument and is binding upon each party who executes it. Each person signing on behalf of Lessor warrants that Lessor is the fee simple owner of the land described in Exhibit A and the signatory is duly authorized to sign and deliver this Agreement.

[signatures and acknowledgments follow]

EXHIBIT "A" to TWS Agreement

This Exhibit A is attached to and made a part of this Temporary Workspace Agreement between, **Aitkin County, Minnesota** (Lessor) and Enbridge Energy, Limited Partnership (Lessee).

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

SE¼ of SE¼, Section 26, Township 51, Range 24, Aitkin County, Minnesota.

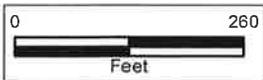
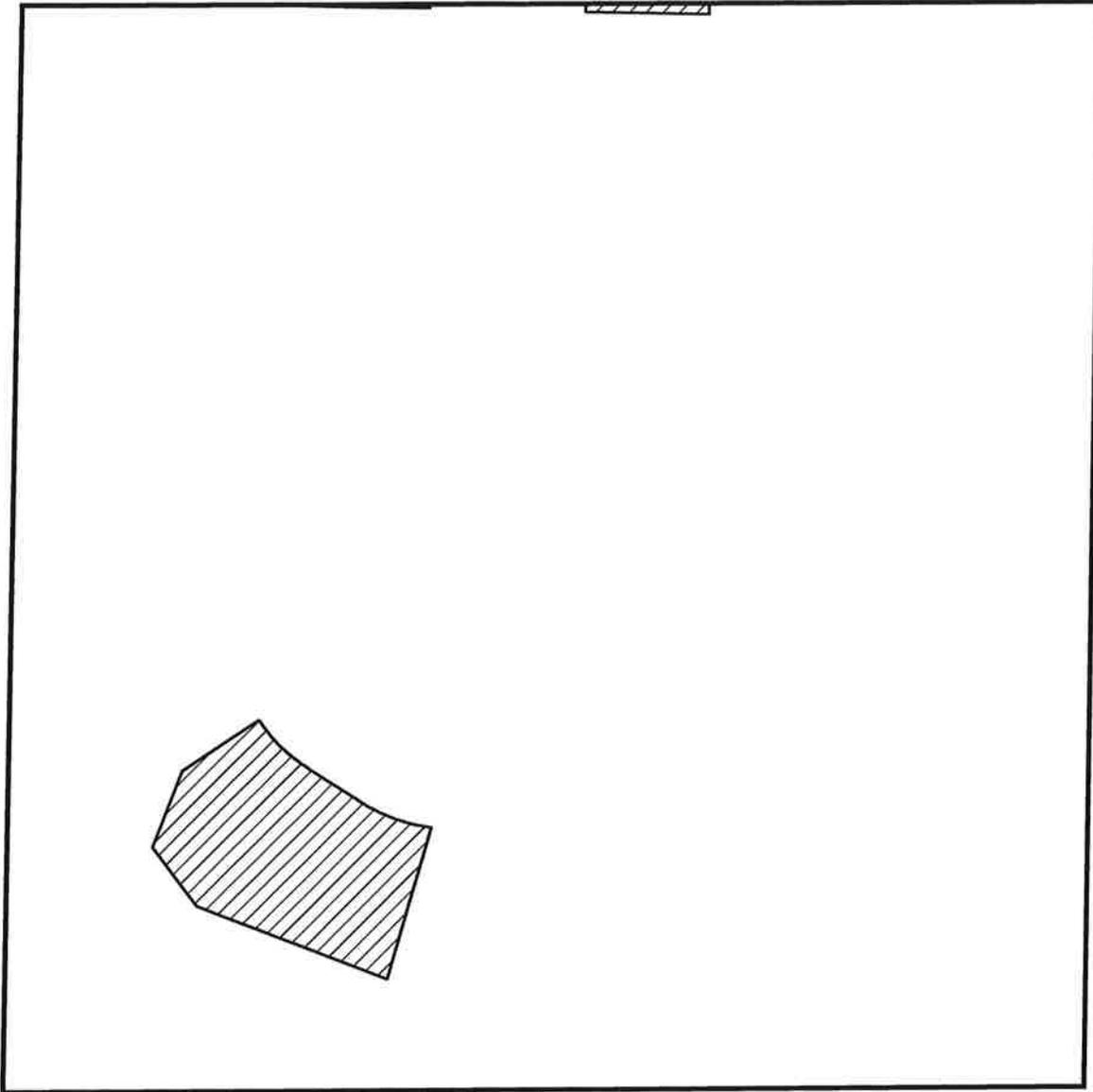
Parcel Identification Number (P.I.N.): **33-0-041400**
Tract No. **MN-AI-073.001**

TEMPORARY WORK SPACE DESCRIPTION (TWS) and, if applicable, ADDITIONAL TEMPORARY WORK SPACE DESCRIPTION (ATWS)

As depicted on Exhibit B.

EXHIBIT B

SE 1/4 OF THE SE 1/4 OF
SECTION 26, T51N, R24W IN
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, North Zone, U.S. Foot.

Exhibit prepared for:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP

Summary of Layout:

Temp. Workspace: 0.00 AC. 10 SQ.FT.

Addt'l.Temp. Workspace: 1.44 AC. 62,655 SQ.FT.

PREPARED BY: TSW

Date: 9/16/2020

Tract Number

MN-AI-073.001

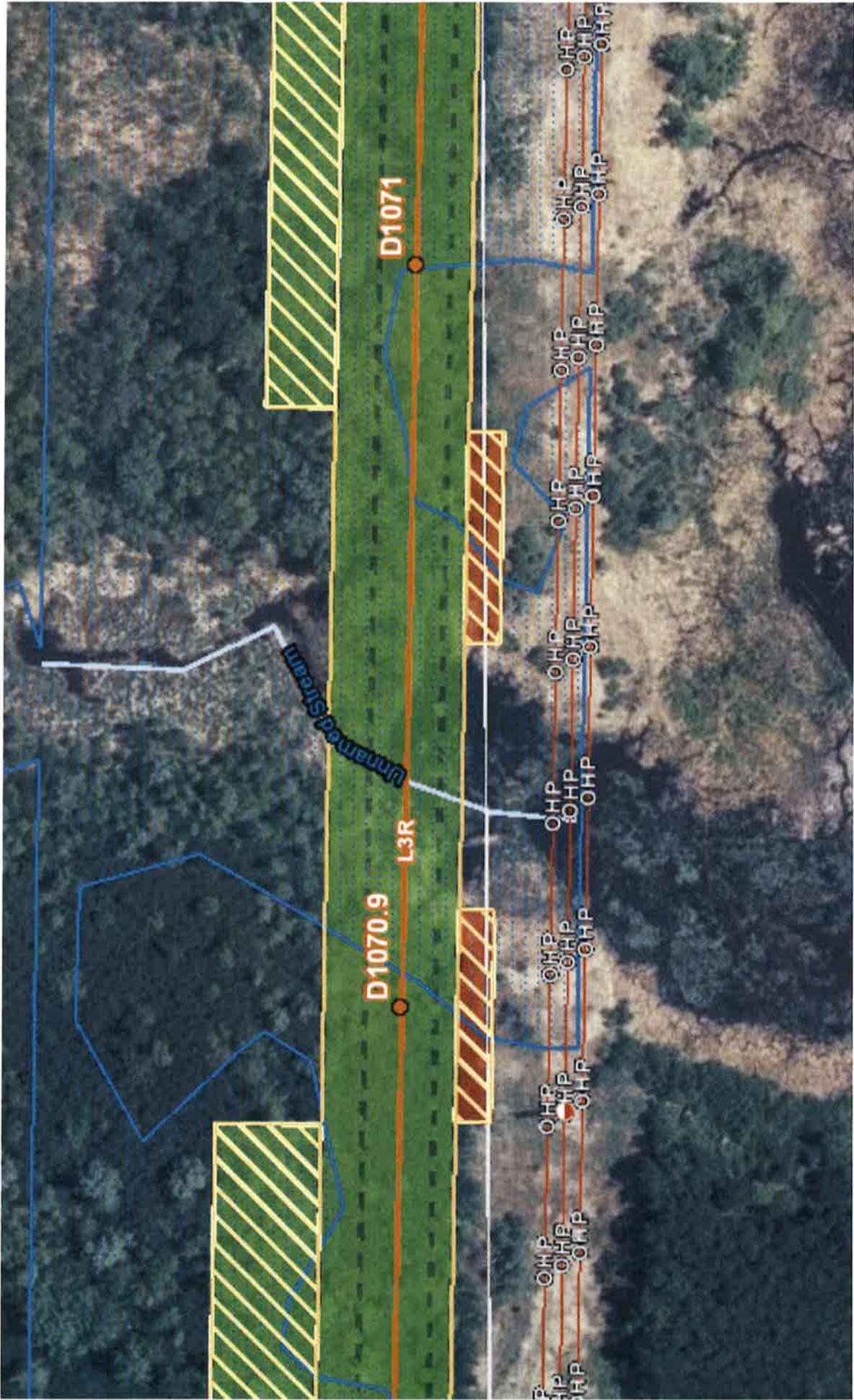
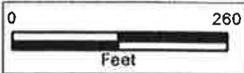
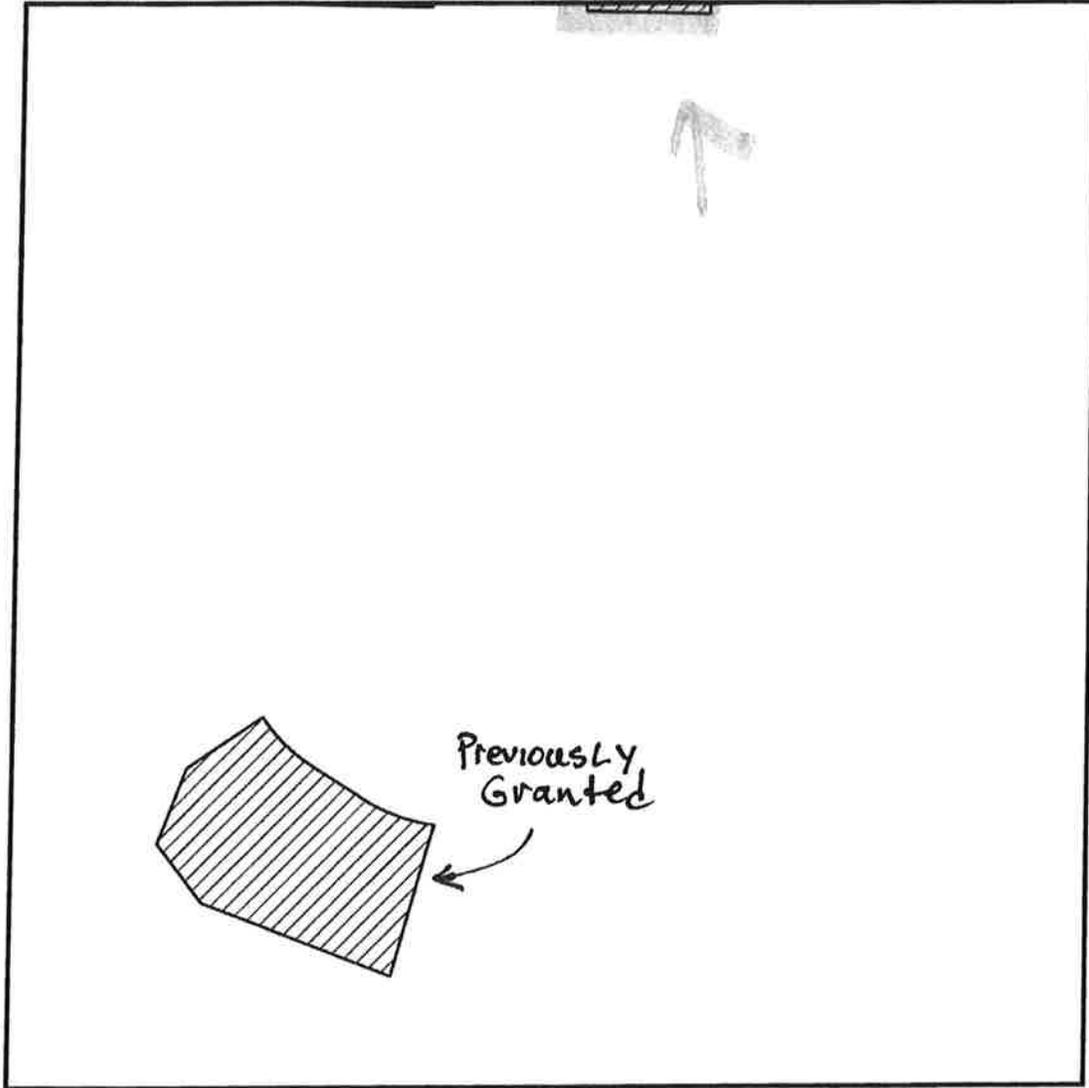


EXHIBIT B

SE 1/4 OF THE SE 1/4 OF
SECTION 26, T51N, R24W IN
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, North Zone, U.S. Foot.	Exhibit prepared for:	PREPARED BY: TSW
		ENBRIDGE ENERGY, LIMITED PARTNERSHIP	Date: 9/16/2020
		Summary of Layout:	Tract Number
		<input type="checkbox"/> Temp. Workspace: 0.00 AC. 10 SQ.FT.	MN-AI-073.001
		<input checked="" type="checkbox"/> Addtl.Temp. Workspace: 1.44 AC. 62,655 SQ.FT.	



Tract No: MN-AI-073.001

Check No:

Date:

ROW Agent:

Additional Temporary Workspace Receipt

The undersigned acknowledges receipt of **\$2,000.00** paid by Enbridge Energy, Limited Partnership and its affiliates (hereinafter referred to as "Enbridge"). This amount represents payment in full for Enbridge'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 ATWS Re-Sign Payment:	=		\$1,000.00
Additional ATWS: (Acreage Calculation: 5,166 ÷ 43,560) x \$2,000.00 (per acre) x 50% (minimum \$1,000.00)	=		\$1,000.00
TOTAL COMPENSATION PAID	=		\$2,000.00

Landowner: **Aitkin County Administered Land**

Signature: _____

Print Name: **Jessica Seibert, County Administrator**

Address: 307 2nd Street NW, Room 310

Aitkin, MN 56431

Telephone: (218) 927-7276