



Board of County Commissioners Agenda Request



Requested Meeting Date: 2-13-24

Title of Item: Great River Energy Easement No. ML-PP-420

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: John Welle	Department: Highway Department	
Presenter (Name and Title): John Welle, Aitkin County Engineer		Estimated Time Needed: 5 minutes
Summary of Issue: Great River Energy (GRE) is in the process of acquiring easements for the Portage Lake 69-kV transmission line along portions of Aitkin CH 5. The property containing the Palisade Area Highway Maintenance Facility will be impacted by this project. GRE has requested the attached easement from Aitkin County for compensation in the amount of \$10,800. The County Attorney has reviewed and approved the easement language. Authorization by the attached resolution is requested to execute the easement.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve attached resolution.		
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.

EASEMENT

EASEMENT NO #: ML-PP-420

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 _____, 2023.

GRANTOR

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
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 _____, 2023,
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"

Existing Property

That part of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section 26, Township 49, Range 25, Aitkin County, Minnesota lying southwesterly of the southwesterly right-of-way line of the former Soo Line Railroad (also formerly known as the Minneapolis, St. Paul and Sault Ste. Marie Railway Company right-of-way) and lying southeasterly of the southeasterly right-of-way line of County State Aid Highway No. 5.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A tract of land located in the SW1/4 of NW1/4 of Section 26, Township 49, Range 25, and being more fully described as follows:

Commencing at the west quarter corner of said Section 26; thence South 0 degrees 00 minutes 00 seconds East (assumed bearing) on the West section line of said Section 26 for a distance of 82.20 feet; thence Northeasterly on the centerline of County State Aid Road 5 which is a curve concave to the southeast which is a 10 degree curve with a delta angle of 50 degrees 25 minutes 00 seconds for an arc length of 504.17 feet; thence North 50 degrees 25 minutes 00 seconds East on the centerline of said County Road No. 5 for a distance of 612.16 feet; thence South 44 degrees 30 minutes 10 seconds East and parallel to the westerly right-of-way of the Soo Line Railroad for a distance of 75.28 feet to a T-iron on the southerly right-of-way of said County Road 5, being the point of beginning; thence North 50 degrees 25 minutes 00 seconds East on the southerly right-of-way of said County Road 5 for a distance of 200.00 feet to a T-iron on the westerly right-of-way of the Soo Line Railroad; thence South 44 degrees 30 minutes 10 seconds East on the westerly right-of-way of the Soo Line Railroad for a distance of 61.08 feet to a T-iron; thence southeasterly on the westerly right-of-way of the Soo Line Railroad which is a curve concave to the northeast with a radius of 11,609.20 feet and a delta angle of 0 degrees 41 minutes 10 seconds for an arc length of 139.03 feet to a T-iron; thence South 50 degrees 25 minutes 00 seconds West parallel to the southerly right-of-way of said County Road 5 for a distance of 201.25 feet to a T-iron; thence North 44 degrees 30 minutes 10 seconds West for a distance of 200.00 feet to the point of beginning.

Proposed Easement

A 100.00-foot-wide strip of land for utility easement purposes over, under, and across the North Half of Section 26, Township 49 North, Range 25 West, Aitkin County, Minnesota, being 50.00 feet on each side of the following described centerline:

Commencing at the west quarter corner of said Section 26; thence North 00 degrees 48 minutes 19 seconds West, assumed bearing, along the west line of said Northwest Quarter, a distance of 158.53 feet to the Point of Beginning; thence North 23 degrees 57 minutes 31 seconds East, a distance of 166.33 feet; thence North 43 degrees 56 minutes 28 seconds East, a distance of 347.17; thence South 70 degrees 20 minutes 04 seconds East, a distance of 463.01; thence North 43 degrees 36 minutes 23 seconds East, a distance of 108.00 feet; thence North 43 degrees 28 minutes 13 seconds West, a distance of 179.15 feet and there terminating.

The sidelines of said easement are to be extended or shortened to terminate at the west line of said North Half of Section 26.

SHEET 1 OF 2

Prepared by:



WSB Project No. 021637

Portage Lake 69-kV Transmission Easement Exhibit

ML-PP-420

Owner: Aitkin County
Aitkin County, Minnesota

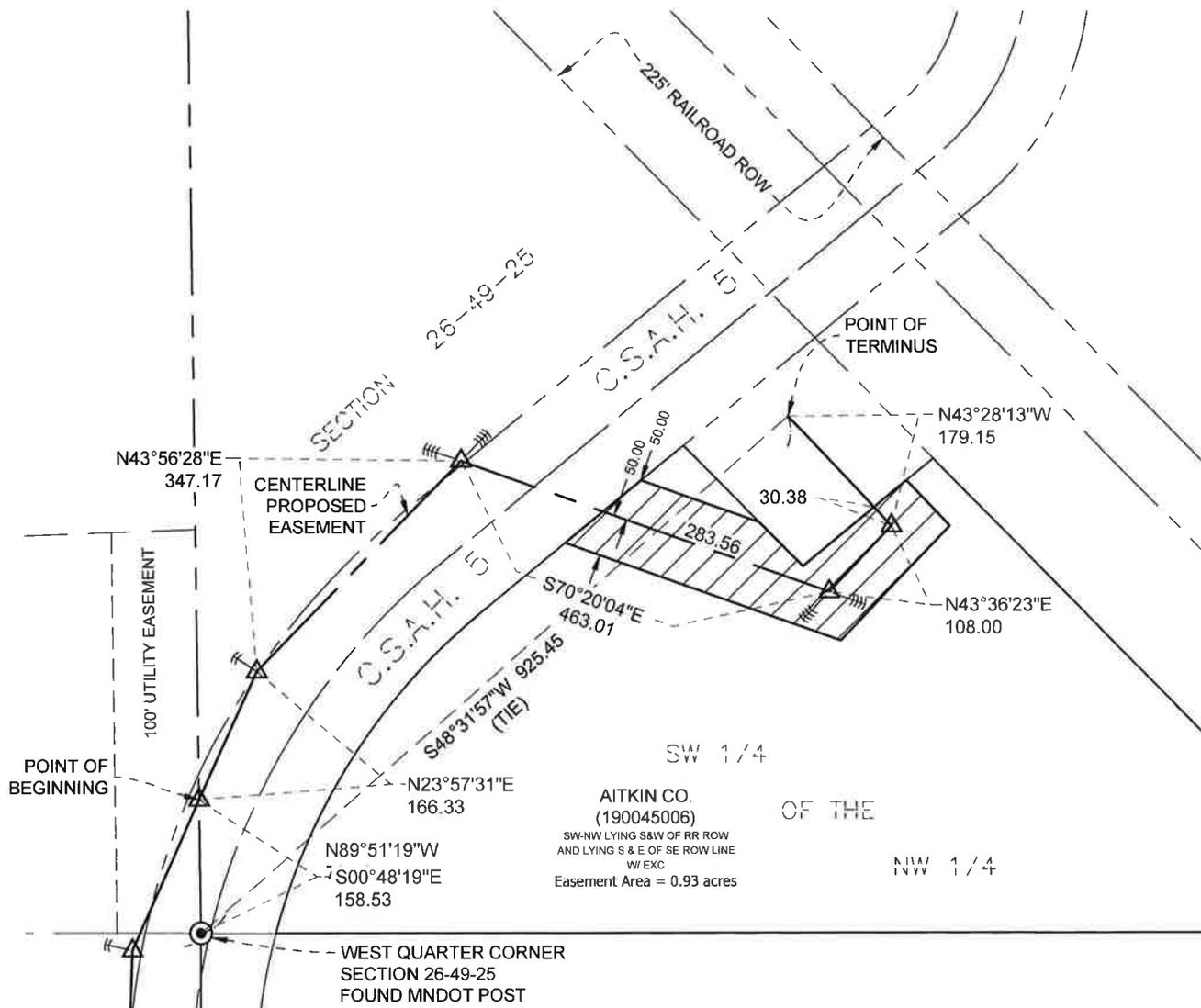
#	REVISION	DATE
1		
2		
3		

GRE Proj. No. 207328 5/02/2023



**GREAT
RIVER
ENERGY.**

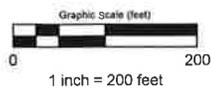
EXHIBIT "B"



SW 1/4
 AITKIN CO.
 (190045006)
 SW-NW LYING S&W OF RR ROW
 AND LYING S & E OF SE ROW LINE
 W/EXC
 Easement Area = 0.93 acres

NW 1/4

- ⊙ 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-PP-420

Owner: Aitkin County
 Aitkin County, Minnesota

#	REVISION	DATE
1		
2		
3		

GRE Proj. No. 207328 5/02/2023



CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED February 13, 2024

By Commissioner: xxx

20240213-xxx

Great River Energy Easement No. ML-PP-420

WHEREAS, Great River Energy has proposed Easement No. ML-PP-440 to facilitate construction of a portion of the Portage Lake 69-kV transmission project.

NOW THEREFORE BE IT RESOLVED, That the Aitkin County Board of Commissioners does hereby authorize the Aitkin County Board Chair to execute Easement No. ML-PP-420 for and on behalf of the County of Aitkin.

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

xxx MEMBERS PRESENT

All Members Voting xxx

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 February 2024, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 13th day of February 2024

Jessica Seibert
County Administrator