



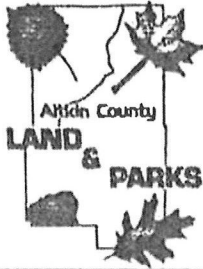
Board of County Commissioners Agenda Request

2Y
Agenda Item #

Requested Meeting Date: October 28, 2025

Title of Item: Kevin Hulbert Residential Road Easement

☐ REGULAR AGENDA ☒ CONSENT AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	☐ Direction Requested ☐ Discussion Item ☐ Information Only
Submitted by: Dennis (DJ) Thompson		Department: Land
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: Kevin Hulbert is requesting a residential road easement to access his property in Kanabec County. The easement will go through sections 32 and 33 of Williams Township (Aitkin County). Once this easement is recorded, the Hulbert's old easement will be terminated. Cost of the easement is \$8,166.00 (4.26 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. Aitkin County Surveyor has reviewed the easement and has no objections.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Motion to approve residential road easement for Kevin Hulbert.		
Financial Impact: <i>Is there a cost associated with this request?</i> <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i>		



REQUEST FOR ACCESS ACROSS AITKIN COUNTY MANAGED LAND

February 2025

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 Kevin Hulbert COMPANY NA
ADDRESS 8225 Park St W. CITY, STATE, ZIP Danbury, WI, 54830
PHONE 651-686-5045 E-MAIL Kevin.H.Hulbert@gmail.com

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

Tax Parcel Number: 05-00050-00 Acreage: 168

Location of Parcel: Legal Description: East 1/2, except that part lying east of Snake River
Section: 4 Township: 42 Range: 23

Do you have any other access into this property? ☐ Yes ☒ No

Will the proposed easement route cross property other than Aitkin County managed lands? No

4. Please write a brief note on why you are requesting an Easement: The parcel was purchased by our parents in the 1970's. Our family has decided to put the land in a conservation easement with the MN Land Trust. While in the final stages of the application process the Land Trust attorneys determined the easement access to the property was not sufficient, they required a recorded easement with access from Hwy 65 to the property.

5. Signature of Application or Authorized Rep.

[Signature]
8-4-2025
Date

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

ACCESS EASEMENT AGREEMENT

THIS RESIDENTIAL ROAD ACCESS EASEMENT AGREEMENT (“Agreement”) is made effective as of the date of the last signature below by and between the County of Aitkin, a political subdivision of the State of Minnesota (“Grantor”), and David L Hulbert and Doreen Hulbert, trustees under the David Hulbert Living Trust, dates August 27, 1988, Kevin H. Hulbert, Duane C. Hulbert, and Gary W. Hulbert (collectively referred to as the “Hulberts”), and the Minnesota Land Trust, a non-profit corporation organized and existing under the laws of the State of Minnesota (“Land Trust”). The Hulberts and the Land Trust may be referred to collectively as the “Grantee.”

WITNESSETH

WHEREAS, Grantor is the owner of certain real property located in the County of Aitkin, State of Minnesota, and legally described on **Exhibit A** attached hereto and incorporated by this reference (“Burdened Property”);

WHEREAS, the Land Trust is working with the Hulberts of the land that is adjacent to the Burdened Property, in the County of Aitkin, State of Minnesota and legally described on **Exhibit B** attached hereto and incorporated by this reference (“Benefitted Property”), to place a perpetual conservation easement over the Benefitted Property;

WHEREAS, the Land Trust intends to accept the conservation easement from the Hulberts over the Benefitted Property and, as holder of a perpetual conservation easement over the Benefitted Property, requires perpetual legal rights of ingress and egress to the Benefitted Property;

WHEREAS, Grantor desires to convey to the Grantee such legal rights of ingress and egress to the Benefitted Property over the Burdened Property within and across the area legally described on **Exhibit C** and depicted on **Exhibit D**, which are both attached hereto and incorporated by this reference (“Easement Area”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Access Easement. Grantor hereby conveys and warrants to the Grantee a nonexclusive, perpetual access easement to the Benefitted Property over and across the Burdened Property within the Easement Area. The Easement will be perpetual and will be appurtenant to and benefit the Hulberts access to and the Land Trust's conservation easement interest in the Benefitted Property.
2. Maintenance of Access Easement. The Hulberts shall be permitted to clear vegetation to create and make such improvements necessary to establish a driveway within the Easement Area for that section of the Easement Area that does not run along Snake River Campground Road, or that otherwise does not already contain an established road or driveway. Once established, the Hulberts are responsible for the maintenance, repair, or replace any of the sections of driveway which they created within the Easement Area. The Hulberts will have no obligation to maintain, repair, or replace any section of Snake River Campground Road. The Land Trust will have no obligation under this Agreement to maintain, repair, or replace any existing or constructed road or driveway associated with the Access Easement, or any other improvement or condition within the Easement Area.
3. No Interference. Grantor shall not interfere with or obstruct the Grantee's use of the Easement.
4. Easement Benefit. The terms of this Agreement will be binding upon the Grantor and will be for the benefit of the Grantee and its respective permittees, licensees, successors in interest, and assigns.
5. Easement Runs with the Land. The Easement will run with the land and will bind the parties hereto and their successors in interest and assigns and their respective property interests.
6. Non-merger. Common ownership of the Burdened Property and the Benefitted Property, or any portions thereof, will not cause the Easement or this Agreement to be extinguished by operation of merger.
7. Amendment. This Agreement cannot be amended or terminated except by an agreement in writing signed by both the Grantor and the Grantee, or their successors in interest.

8. Construction. This Agreement, including all questions concerning the construction, validity, and interpretation of this Agreement and all exhibits hereto will be governed under the laws of the State of Minnesota.
9. 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 cost.
10. 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.
11. Failure to use the Easement 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.
12. All Federal, State, and local laws, ordinance rules, and regulations regarding wetlands, construction of roads, placement of fill material, and disposal of excavated material shall be followed and are the responsibility of the grantee.
13. Should this Easement be terminated based on the provision outlined in paragraph 11, the grantee shall promptly remove all personal property and restore said lands to proper condition at no cost to the grantor. If the grantee fails to do so within 60 days of termination, the grantor shall have the right to remove said personal property and restore said land in which event the grantee shall promptly reimburse the grantor for all costs incurred plus 15%.
14. Any land survey markers or monuments, disturbed, moved or destroyed during the construction or maintenance of this Easement area shall be replaced and restored at the expense of the Hulberts. If not replaced or restored by the Hulberts, the County may restore said monument, and the Hulberts shall be responsible for all costs of said replacement and restoration plus 15%.
15. Signatures. This Agreement may be completed with the signatures of the parties hereto executed and notarized on separate pages which when attached to this document will constitute one complete document.

IN WITNESS WHEREOF, the Grantor has voluntarily executed this Access Easement Agreement on the _____ day of _____ 2025.

GRANTOR:

Aitkin County

Kathleen Ryan, County Auditor

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by Kathleen Ryan, in her capacity as County Auditor for Aitkin County.

Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the Land Trust has executed this Access Easement Agreement on the _____ day of _____, 2025.

LAND TRUST:

MINNESOTA LAND TRUST, a Minnesota non-profit corporation

By: _____
Kris Larson
Title: Chief Executive Officer

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kris Larson, the Chief Executive Officer of the Minnesota Land Trust, a non-profit corporation under the laws of the State of Minnesota, on behalf of said corporation.

Notary Public
My Commission Expires: _____

This document drafted by:

Minnesota Land Trust
2356 University Avenue West
Suite 240
St. Paul, MN 55114

IN WITNESS WHEREOF, the Hulberts have executed this Access Easement Agreement on the _____ day of _____, 2025.

Hulberts:

David L. Hulbert, Trustee

Doreen Hulbert, Trustee

Kevin H. Hulbert

Duane C. Hulbert

Gary W. Hulbert

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2025 by David L. Hulbert and Doreen Hulbert, trustees under the David Hulbert Living Trust dated August 27, 1988, Kevin H. Hulbert, Duane C. Hulbert, and Gary W. Hulbert.

Notary Public
My Commission Expires: _____

Exhibit A

Legal Description of Burdened Property

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) all in Section 32, Township 43 North, Range 23 West, Aitkin County, Minnesota;

AND

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), the Southeast Quarter Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), and Southwest Quarter Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) all in Section 33, Township 43 North, Range 23 West, Aitkin County, Minnesota.

Exhibit B

Legal Description of Benefitted Property

The East Half (E ½) of Section Four (4), Township Forty-two (42), Range Twenty-three (23), except that part lying East of the Snake River, Kanabec County, Minnesota, together with a cartway easement over the South 2 rods of the East 200 feet of the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼), the South 2 rods of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) and the South 2 rods of the West 100 feet of the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼), Section 33, Township 43, Range 23, Aitkin County

Exhibit C

Legal Description of Easement Area

A 66.00 foot wide easement for ingress and egress and utility purposes over, under and across that part of the Southeast Quarter of the Southwest Quarter and that part of the Southwest Quarter of the Southeast Quarter and that part of the Southeast Quarter of the Southeast Quarter, all in Section 32, and that part of the Southwest Quarter of the Southwest Quarter and that part of the Southeast Quarter of the Southwest Quarter and that part of the Southwest Quarter of the Southeast Quarter, all in Section 33, all of the above being in Township 43 North, Range 23 West, Aitkin County, Minnesota. The southerly line of said easement is described as follows:

Beginning at the southwest corner of said Southeast Quarter of the Southwest Quarter, Section 32;

thence on an assumed bearing of South 88 degrees 36 minutes 20 seconds East along the south line of said Southeast Quarter of the Southwest Quarter, Section 32, a distance of 1315.77 feet to the south quarter corner of said Section 32;

thence South 88 degrees 37 minutes 13 seconds East along the south line of the Southeast Quarter, said Section 32, a distance of 182.97 feet;

thence North 84 degrees 30 minutes 25 seconds East 234.66 feet;

thence easterly along a tangential curve, concave to the south, radius 1261.33 feet, central angle 12 degrees 15 minutes 47 seconds 269.96 feet;

thence South 83 degrees 13 minutes 48 seconds East along tangent 168.80 feet;

thence South 87 degrees 41 minutes 12 seconds East 213.51 feet;

thence South 84 degrees 13 minutes 46 seconds East 159.75 feet to the south line of the Southeast Quarter, said Section 32;

thence South 88 degrees 37 minutes 13 seconds East along said south line of the Southeast Quarter, Section 32, a distance of 189.71 feet;

thence easterly along a tangential curve, concave to the north, radius 1162.98 feet, central angle 07 degrees 47 minutes 34 seconds 158.18 feet;

thence North 83 degrees 35 minutes 13 seconds East along tangent 308.05 feet;

thence easterly along a tangential curve, concave to the south, radius 1667.56 feet, central angle 21 degrees 11 minutes 20 seconds 616.69 feet;

thence South 75 degrees 13 minutes 27 seconds East along tangent 45.28 feet;

thence easterly along a tangential curve, concave to the north, radius 112.94 feet, central angle 50 degrees 01 minutes 39 seconds 98.61 feet;

thence North 54 degrees 44 minutes 54 seconds East along tangent 26.39 feet;

thence northeasterly along a tangential curve, concave to the southeast, radius 207.16 feet, central angle 15 degrees 17 minutes 25 seconds 55.28 feet;

thence North 70 degrees 02 minutes 19 seconds East along tangent 120.86 feet;

thence northeasterly along a tangential curve, concave to the northwest, radius 183.62 feet, central angle 48 degrees 10 minutes 38 seconds 154.39 feet;

thence North 21 degrees 51 minutes 41 seconds East along tangent 121.69 feet;

thence northeasterly along a tangential curve, concave to the southeast, radius 168.06 feet, central angle 46 degrees 34 minutes 01 seconds 136.59 feet;

thence North 68 degrees 25 minutes 42 seconds East along tangent 143.67 feet;

thence easterly along a tangential curve, concave to the south, radius 285.20 feet, central angle 29 degrees 24 minutes 18 seconds 146.37 feet;

thence South 82 degrees 10 minutes 00 seconds East along tangent 273.57 feet;

thence South 77 degrees 33 minutes 51 seconds East 136.70 feet;

thence South 17 degrees 15 minutes 22 seconds West 184.18 feet;

thence South 18 degrees 18 minutes 55 seconds East 128.00 feet;

thence North 88 degrees 07 minutes 32 seconds East 108.36 feet;

thence South 86 degrees 36 minutes 50 seconds East 212.97 feet;

thence South 83 degrees 16 minutes 28 seconds East 159.42 feet;

thence South 73 degrees 41 minutes 42 seconds East 119.61 feet;

thence South 55 degrees 18 minutes 32 seconds East 164.52 feet;

thence North 79 degrees 45 minutes 03 seconds East 73.17 feet;

thence northeasterly along a tangential curve, concave to the northwest, radius 306.60 feet, central angle 71 degrees 00 minutes 31 seconds 379.98 feet;

thence North 08 degrees 44 minutes 32 seconds East along tangent 125.06 feet;

thence South 87 degrees 31 minutes 16 seconds East 123.20 feet;

thence South 66 degrees 36 minutes 20 seconds East 376.41 feet;

thence South 80 degrees 52 minutes 07 seconds East 114.49 feet;

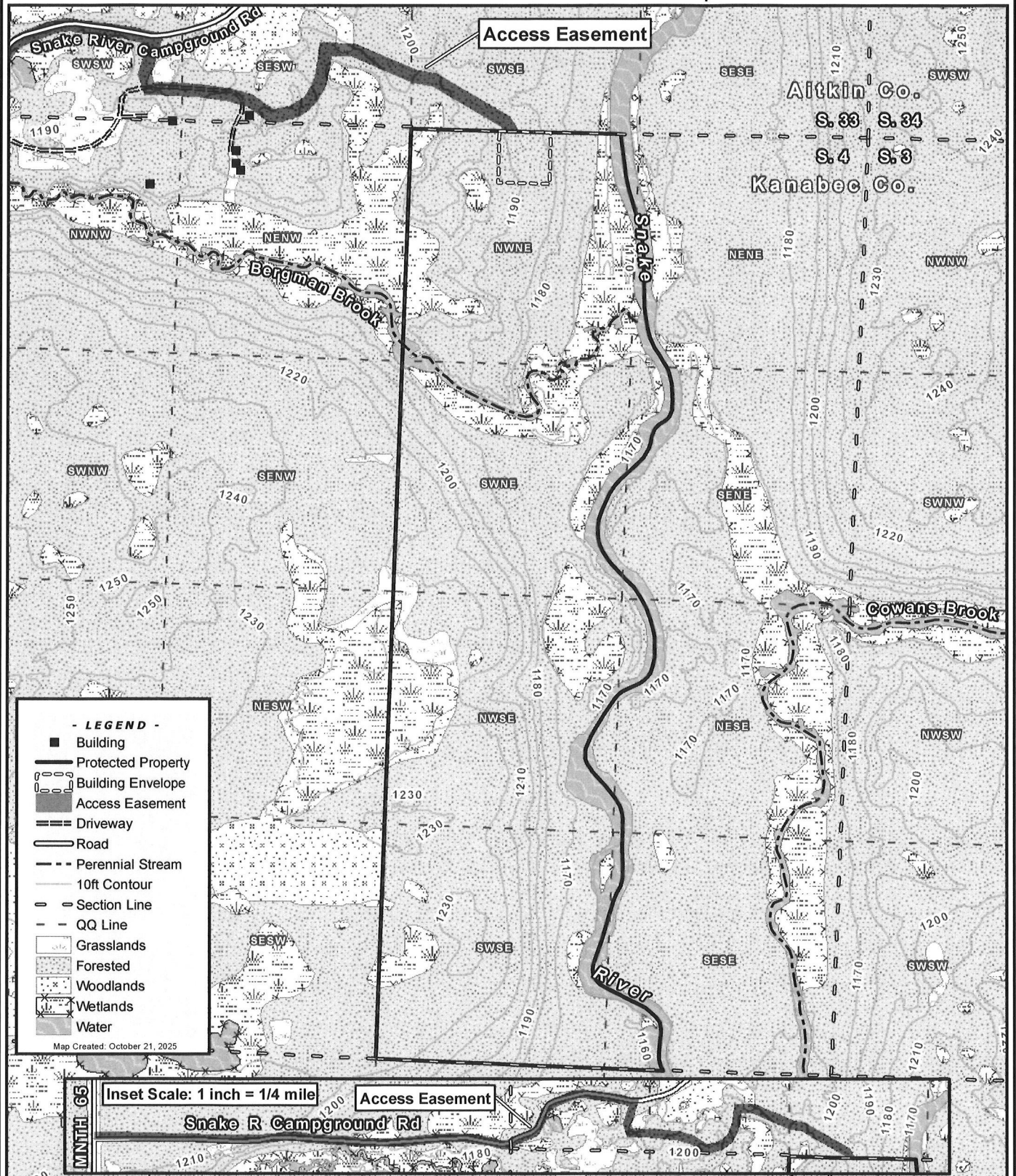
thence South 60 degrees 08 minutes 58 seconds East 460.74 feet;

thence South 31 degrees 43 minutes 03 seconds East 48.70 feet to the south line of said Southwest Quarter of the Southeast Quarter, Section 33 and said southerly line there terminating.

The northerly sideline is to be prolonged to terminate on said south line of the Southwest Quarter of the Southeast Quarter, Section 33.

Exhibit D

Access Easement Map



Map Resource Information

Protected Property, Section Lines, Buildings, Roads, Driveways & Minor Roads, Contours, Cultivated Land, Forested, Grasslands, Woodlands, Wetlands & Water created by Community GIS Services Inc.

Users of map agree and acknowledge that Community GIS Services Inc. and the Minnesota Land Trust cannot be held liable for accuracy of GIS material provided. GIS materials should not be relied upon to establish legal title, boundary lines, or locations of improvements.

Site: Snake River - Tract: Hulbert

Kanabec County - Twp. 42 N Rng. 23 W Sec. 4



Scale:
1" = 800'

0 400 800 1,600 Feet

