



# Board of County Commissioners Agenda Request

11A  
Agenda Item #

**Requested Meeting Date:** December 15, 2020

**Title of Item:** Decision on authorizing repurchase

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input 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*
<b>Submitted by:</b> Kirk Peysar, County Auditor		<b>Department:</b> Auditor
<b>Presenter (Name and Title):</b> Kirk Peysar, County Auditor		<b>Estimated Time Needed:</b> 5 mins
<b>Summary of Issue:</b> <p>In agreement with for paying \$2,114.47 covering property taxes, penalty, and interest for 2015-2020 and paying \$1,220.64 covering county costs incurred while held in forfeiture, and in settlement of forfeiture action against said property.</p> <p>Request to authorize County Auditor's signature to Full and Final Settlement Agreement and Release covering tax forfeit property repurchase.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Request to authorize County Auditor's signature to Full and Final Settlement Agreement and Release.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

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

## FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE

This Full and Final Settlement Agreement and Release ("Agreement") is entered into by and between Scott C. Miles ("Plaintiff") and Aitkin County ("County") (each is a "Party," and collectively they are the "Parties").

The Parties are parties to a civil action captioned *Scott C. Miles v. Aitkin County, a Minnesota public body, corporate and politic, and Sarah Strommen, Commissioner of the Minnesota Department of Natural Resources*, Aitkin County District Court File No. 01-CV-20-793 (the "Action"), relating to Plaintiff's injunctive, due process, declaratory judgment and unjust enrichment claims against the County. The Parties wish to resolve all Claims (defined below) between them in this Agreement.

For and in consideration of the mutual releases, covenants, and undertakings in this Agreement, and for other good and valuable consideration, which each Party acknowledges, the Parties incorporate the above Recitals and agree as follows:

1. Settlement Terms. The County and Plaintiff agree to the following settlement terms:

- a. Plaintiff will pay the outstanding property taxes, interest and penalties for 2015-2020 in the sum of \$2,114.47 within ten business days of the executed settlement agreement;
- b. Plaintiff will pay the County the sum of \$1,220.64 towards its costs in this matter, upon the completion of the parties signing the settlement agreement and transferring the title to the property at issue to Plaintiff. Plaintiff will not pay the County's insurance deductible.
- c. The County will work with the State of Minnesota to transfer the title of the property at issue to Plaintiff as soon as possible.

2. Mutual Release of Claims.

(a) Mutual Release. In consideration of the promises contained herein, the County and Plaintiff, for themselves, their successors, assigns, owners, agents, officers, directors and anyone else acting on their behalf, release, waive, surrender, and forever discharge one another and their successors, assigns, owners, agents, officers and directors from all claims, actions, causes of action, suits, debts, damages, liabilities, claims for attorneys' fees, costs, expenses, counterclaims, cross-claims, injunctive relief, declaratory relief, claims for contribution, claims for indemnity, claims for subrogation, claims on surety or other bonds, judgments, and demands, in law or equity, of whatever kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent, apparent or concealed (collectively, "Claims"), which were asserted or could have been asserted in the Action.

3. Dismissal of Action with Prejudice. Upon execution of this Agreement, the Parties will execute and file a Stipulation for Dismissal with Prejudice and Order, dismissing the Action with prejudice, on the merits, and without fees or costs to any Party.

4. Non-Admission. The Parties agree nothing in this Agreement is an admission by any Party of any wrongdoing or violation of any law, and nothing in this Agreement shall be so construed by anyone. Each Party denies liability on every Claim that was or could have been asserted by any other Party.

5. Costs and Fees. Each Party shall bear its own respective costs and attorneys' fees.

6. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, servants, employees, officers, directors, principals, affiliated entities, shareholders, successors, insurers and assigns.

7. Entire Agreement and Severability. This Agreement contains the entire agreement regarding the subject matter of the Agreement and was jointly drafted by the Parties. Any ambiguity in this Agreement shall not be construed against any one of the Parties. Any modification or addition to this Agreement must be in writing and signed by each Party. If any part of this Agreement is invalid or cannot be enforced, such part will be deleted or modified so it is enforceable, and the other parts of this Agreement will remain in effect.

8. Choice of Law. The parties agree this Agreement is governed by the laws of the State of Minnesota without regard to conflicts of law principles, and any dispute about any aspect of this Agreement or its terms may be decided only in a court of competent jurisdiction in Minnesota.

9. Parties Represented by Counsel. Each Party was represented by counsel through the negotiations leading to the resolution embodied in this Agreement. Each Party has signed this Agreement as a free and voluntary act.

10. Execution. This Agreement may be signed in counterparts, all of which together shall constitute one Agreement, and copies of signatures delivered electronically or by facsimile shall be deemed the same as original signatures.

*Full and Final Settlement Agreement: Miles v. Aitkin County*

For Plaintiff

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Scott C. Miles

For Aitkin County

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kirk Peysar, County Auditor

# Application for Cancellation of Forfeiture

**PT90**

in Aitkin County

The applicant requests that the certificate of forfeiture for the property described below be canceled pursuant to Minnesota Statutes, sections 279.33 and 279.34.

Applicant Information	Name(s) of applicant(s) <b>Kirk Peysar</b>			
	Mailing address of applicant <b>209 Second St. NW Rm 202</b>			
	City <b>Aitkin</b>	State <b>MN</b>	Zip code <b>56431</b>	Phone <b>218-927-7354</b>
	Applicant is: <input checked="" type="checkbox"/> County auditor <input type="checkbox"/> Property owner <input type="checkbox"/> Owner's agent			

Property Information	Legal description of property: (attach additional sheets if needed) <b>Lot 4, Block 1, McKinney Lake South Shore</b>
	All or part of the described real property is registered (Torrens): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Certificate of Forfeiture	<b>Certificate of Forfeiture</b>	
	Date of execution <b>August 7, 2019</b>	Date of recording <b>August 8, 2019</b>
	Location of recording <b>Aitkin County</b>	Recording number <b>A452477</b>

Cancellation	<b>Reason for Cancellation</b> <input type="checkbox"/> Exemption <input type="checkbox"/> Administrative error
	Explain in detail the reason(s) for cancellation. Attach additional sheets if necessary. <b>As part of a settlement between Scott Miles and Aitkin County, the County has agreed to have the title transferred back to Mr. Miles in exchange for Mr. Miles paying outstanding property taxes, interest and penalties for 2015-2020, as well as, the County's costs in the forfeiture proceeding.</b>
	Signature of applicant _____ Date _____

County Approval	<b>Auditor to complete this section.</b> The County Board and county auditor of <u>Aitkin</u> County, Minnesota, have reviewed this application for the cancellation of the certificate of forfeiture for the property described above, pursuant to Minnesota Statutes 279.33 and 279.34, and recommend that the cancellation be granted by the Minnesota Department of Revenue.
	Signature of county auditor _____ County <u>Aitkin</u> Date _____ Phone _____

Return application to: Minnesota Department of Revenue Property Tax Division Mall Station 3340 St. Paul, MN 55146-3340

Department Use Only	<b>Order of the Minnesota Department of Revenue</b> Upon examination of the contents of this application, it is hereby:	
	<input type="checkbox"/> <b>rejected.</b> Reasons for rejection:	
	<input checked="" type="checkbox"/> <b>accepted.</b> The certificate of forfeiture is to be canceled, and the county auditor is to record this application as a certificate of cancellation pursuant to Minn. Stat. 279.33 and 279.34 which will void the tax forfeiture of the property described in this application.	
	Commissioner of Revenue _____	By _____ Date application received by Minnesota Department of Revenue _____
Minnesota Department of Revenue's number _____		County Auditor's number _____