



Board of County Commissioners Agenda Request

2V
Agenda Item #

Requested Meeting Date: Janaury 24, 2023

Title of Item: Spolarich Easement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <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*
--	--	---

Submitted by: DJ Thompson	Department: Land
-------------------------------------	----------------------------

Presenter (Name and Title): DJ Thompson, Land Commissioner	Estimated Time Needed: NA
--	-------------------------------------

Summary of Issue:

Danny M. Spolarich and Margaret McBride, spouses married to each other; and Robert Spolarich, a single person are requesting an Easement Agreement to confine the existing historical easement that was previously recorded.

Aitkin County Surveyor has reviewed the attached easement and has no objections.

Requesting parties will be responsible for paying the recording fee.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Sign and notarize on page 5 of the attached Easement Agreement

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:*

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 by and between Aitkin County, a Governmental Subdivision; Danny M. Spolarich and Margaret McBride, spouses married to each other; and Robert Spolarich, a single person, witnesseth as follows:

WHEREAS, Aitkin County, a Governmental Subdivision, is the owner of that tract of land in the County of Aitkin, State of Minnesota, legally described as follows:

The North 225 feet of Government Lot Nine (9), the North Half of the Southeast Quarter (N1/2 of SE1/4) and the Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4) of Section Two (2), Township Forty-nine (49), Range Twenty-five (25).

WHEREAS, Danny M. Spolarich is the owner of that tract of land in the County of Aitkin, State of Minnesota, legally described as follows:

That part of Section 2, Township 49, Range 25, described as follows: Commencing at the southeast corner of Government Lot 7, Section 2, Township 49, Range 25, thence westerly along the South line of said Government Lot 7 a distance of 264 feet; thence northerly, parallel with the East line of said Government Lot 7, a distance of 825 feet; thence easterly, parallel with the South line of said Government Lot 7 to the East line of said Government Lot 7; thence southerly on said East line to the point of beginning.

Together with that part of said Section lying between the aforesaid parcel and the River's edge and between the following described lines:

- (a) The Westerly line of such additional parcel commencing at the most Northwesterly corner of the aforesaid parcel and running northeasterly at an angle which is 49 degrees north of the most northerly line of the aforesaid parcel and terminating at the River's edge;**
- (b) The Easterly line of such parcel commencing at the most Northeasterly corner of the aforesaid parcel and running northeasterly at an angle which is 53 degrees north of the extension of the most Northerly line of the aforesaid parcel and terminating at the River's edge.**

WHEREAS, Robert Spolarich is the owner of that tract of land in the County of Aitkin, State of Minnesota, legally described as follows:

That part of Government Lot Seven (7) of Section Two (2), Township Forty-nine (49), Range Twenty-five (25) described as follows: Beginning at the Southeast corner of Government Lot Seven (7), proceed west along the South Line of Government Lot Seven (7) for a distance of Three Hundred Fourteen (314) feet; thence proceed Northward at Ninety (90) degrees to the South line of Government Lot Seven (7) for a distance of Four Hundred Twenty (420) feet to a point of beginning designated as point A. Proceed Westward from point A on a line parallel with the South line of Government Lot Seven (7) to rivers edge (approx. Six Hundred Forty (640) feet). Proceed Northward from point A on a line Ninety (90) degrees to the South line of Government Lot Seven (7) for a distance of Four Hundred Twenty (420) feet; thence Westward on a line parallel with the South line of Government Lot Seven (7) to rivers edge (approx. Five Hundred Forty (540) feet).

Lot bounded on the West by Willow River.

WHEREAS, Aitkin County, a Governmental Subdivision desire to confine the access easement (hereinafter “HISTORIC EASEMENT”), which easement has been historically described as follows:

An easement or right of travel over and across those parts of the Southeast Quarter of the Southeast Quarter, Government Lot Thirteen (13), Northwest Quarter of the Southeast Quarter, Government Lot Nine (9), Section 2, Township 49, Range 25 and the Northeast Quarter of the Northeast Quarter, Section 11, Township 49, Range 25, over the road now used and traveled.

WHEREAS, Aitkin County, a Governmental Subdivision, Danny M. Spolarich, and Robert Spolarich desire to establish a permanent, non-exclusive easement for ingress, egress, utility and driveway purposes for the benefit of the parties’ respective tracts of land described above.

NOW, THEREFORE, Aitkin County, a Governmental Subdivision; Danny M. Spolarich and Margaret McBride, spouses married to each other; and Robert Spolarich, hereby agree as follows:

1. In consideration of the above, Aitkin County, a Governmental Subdivision; hereby grant to Danny M. Spolarich, and Robert Spolarich, their heirs, successors and assigns, a permanent, non-exclusive easement for ingress, egress, utility and driveway purposes over, under and across the following real property located in the County of Aitkin, State of Minnesota, legally described as follows:

A 33-foot-wide perpetual easement over, under and across the following described property:

The Southeast Quarter of the Southeast Quarter; The Northwest Quarter of the Southeast Quarter and Government Lot Nine (9); Section 2, Township 49, Range 25.

The centerline of said easement is described as follows:

Commencing at the Northwest corner of Northeast Quarter of the Northeast Quarter of Section 11, Township 49, Range 25; thence South 28 degrees 41 minutes 18 seconds East, based on County of Aitkin Data Base, distance of 89.97 feet, to the point of beginning of said centerline to be described; thence North 00 degrees 58 minutes 33 seconds West, a distance of 300.66 feet; thence North 02 degrees 00 minutes 21 seconds West, a distance of 257.01 feet; thence North 01 degrees 15 minutes 15 seconds West, a distance of 788.69 feet; thence North 88 degrees 20 minutes 24 seconds West, a distance of 1310.67 feet; thence North 01 degrees 00 minutes 16 seconds West, a distance of 1089.12 feet; thence North 04 degrees 01 minutes 50 seconds West, a distance of 244.30 feet; thence North 82 degrees 46 minutes 02 seconds West, a distance of 308.79 feet; thence North 01 degrees 37 minutes 40 seconds East, a distance of 413.12 feet and said centerline there terminating.

AND

The westerly 33 feet of the Northwest Quarter of the Southeast Quarter and the northerly 33 feet of the easterly 280.5 feet of Government Lot Nine (9), Section 2, Township 49, Range 25.

**Aitkin County, Minnesota
(Abstract)**

2. Aitkin County, a Governmental Subdivision; Danny M. Spolarich and Margaret McBride, spouses married to each other; and Robert Spolarich, a single person, hereby agree that the HISTORIC EASEMENT is hereby confined to the easement as described in Paragraph 1 above.

3. Aitkin County, a Governmental Subdivision; manages County owned and tax-forfeited lands to provide 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. Said easement does not grant the general public the right of use.

4. Aitkin County, a Governmental Subdivision; shall not be responsible for maintenance of the easement or repair of the easement unless it, or one of its agents, is the party that caused the damage.

5. Aitkin County, a Governmental Subdivision; may cancel such easement 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.

6. 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.

7. Road construction and design shall not adversely affect the drainage of any lands. All Federal, State, and local laws, ordinances rules, and regulations regarding wetlands, construction of road, placement of fill material, and disposal of excavated material shall be followed.

8. TO HAVE AND TO HOLD SAID EASEMENT unto each party, their heirs, successors and assigns each as appurtenant to each of their own respective tracts of land described above. The easement set forth in Paragraph 1 of this Agreement shall run with the real property described above and owned by the parties hereto and shall be binding on the heirs, successors, and assigns of Aitkin County, a Governmental Subdivision, Danny M. Spolarich and Robert Spolarich. This Agreement is made subject to all other easements, restrictions and conditions of record as the same may lawfully apply to the real property described above and owned by the parties hereto.

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, said Aitkin County, a Governmental Subdivision; Danny M. Spolarich and Margaret McBride, spouses married to each other; and Robert Spolarich, a single person, hereunto set their hands the day and year first above written.

AITKIN COUNTY

By: Jessica Seibert
Its: County Administrator

STATE OF MINNESOTA }
 } ss.
COUNTY OF AITKIN }

On this ____ day of _____, 2023, before me, a Notary Public within and for said County, personally appeared Jessica Seibert, as County Administrator of Aitkin County, a Governmental Subdivision, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged they executed the same as their free act and deed.

Notary Public

Danny M. Spolarich

Margaret McBride

STATE OF MINNESOTA }
 } ss.
COUNTY OF AITKIN }

On this ____ day of _____, 2023, before me, a Notary Public within and for said County, personally appeared Danny M. Spolarich and Margaret McBride, spouses married to each other, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged they executed the same as their free act and deed.

Notary Public

Robert Spolarich

STATE OF MINNESOTA }
 } ss.
COUNTY OF AITKIN }

On this ____ day of _____, 2023, before me, a Notary Public within and for said County, personally appeared Robert Spolarich, a single person, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Aitkin County Abstract Company
112 3rd Street NW
Aitkin, MN 56431