



Board of County Commissioners Agenda Request

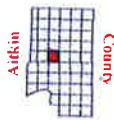


Requested Meeting Date: January 2, 2024

Title of Item: Great River Energy Utility Easements

<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: Dennis (DJ) Thompson		Department: Land
Presenter (Name and Title): Dennis (DJ) Thompson, Land Commissioner		Estimated Time Needed: NA
Summary of Issue: <p>Great River Energy is requesting three utility easements for the placement of a new 69-kV overhead electric transmission line that will connect from Great River Energy's substation in section 11 of Kimberly Township to Mille Lacs Energy Cooperative's Palisade substation in section 26 of Logan Township.</p> <p>Cost of Easement ML-PP-011 (PID 15-0-003600) is \$4,926.00 (2.44 acres at \$2,000/acre 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.</p> <p>Cost of Easement ML-PP-021 (PID 08-0-058502) is \$2,046.00 (0.74 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.</p> <p>Cost of Easement ML-PP-240 (PID 08-0-015500) is \$4,286.00 (2.12 acres at \$2,000/acre 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.</p> <p>Aitkin County Surveyor has reviewed the easement and has no objections.</p>		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Motion to approve utility easements for Great River Energy.		
Financial Impact: 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 type="checkbox"/> No <i>Please Explain:</i>		

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



FLEMING T48N-R25W



Acres shown are approximate.

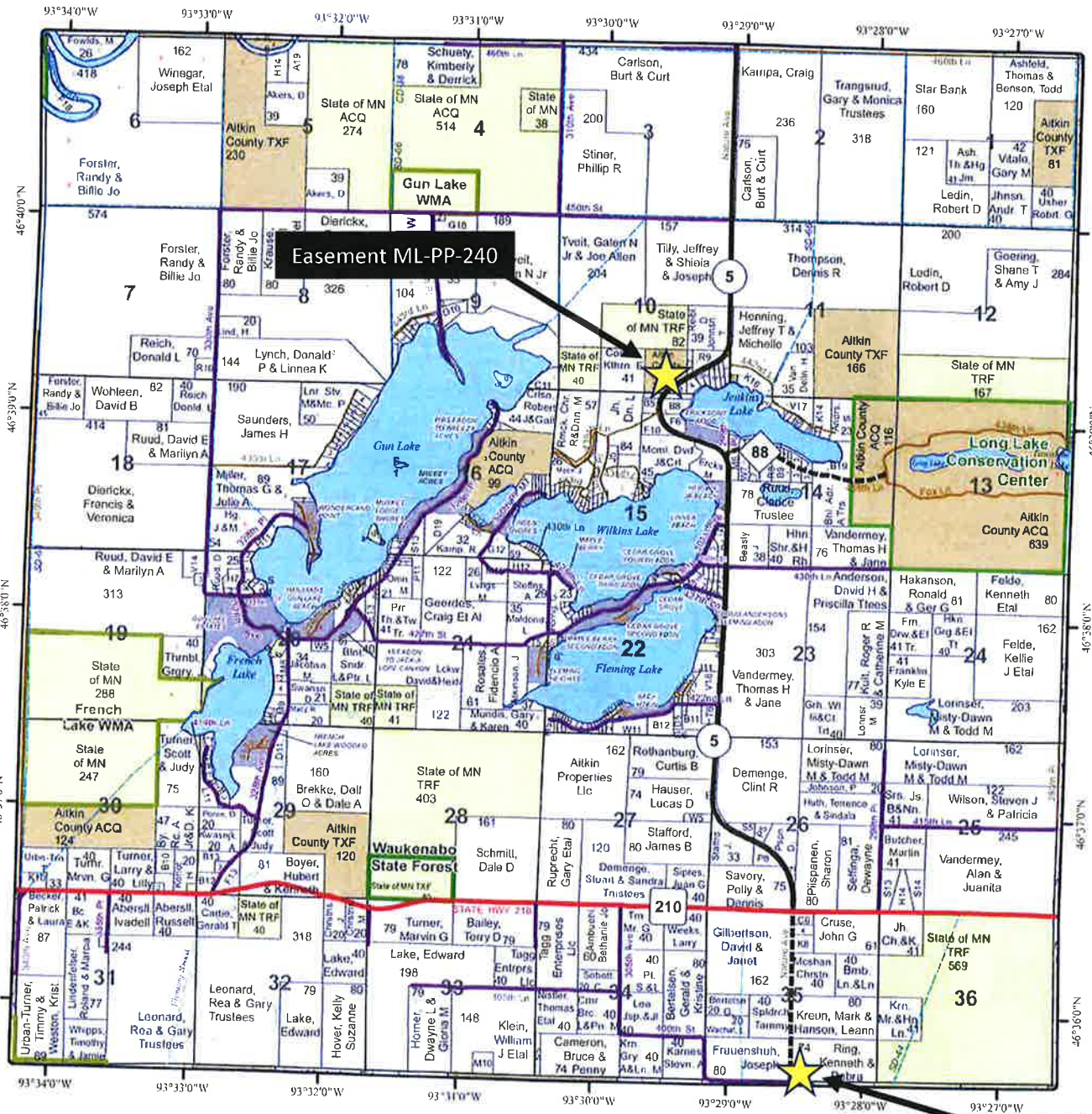
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See (LOGAN T49N-R25W) Page 46

See (MORRISON T48N-R26W) Page 39

See (JEVNE T48N-R24W) Page 41



See (KIMBERLY T47N-R25W) Page 34

Easement ML-PP-021

218-768-4647

McGregor REALTY

and Property Management

A Reputation for Results!

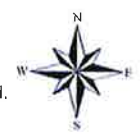
www.mcgregorrealty.com



KIMBERLY T47N-R25W



Acres shown are approximate.
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See (FLEMING T48N-R25W) Page 40



See (SPENCER T47N-R26W) Page 33

See (UNORGANIZED T47N-R24W) Page 35

See (GLEN T46N-R25W) Page 28

Professional service at reasonable rates

Don Morris, CPA
Dale Morris, CPA
214 First AV NW
Aitkin, MN 56431

(218) 927-4270

Certified Public Accountants

Morris-Morris

Central Minnesota Cattlemen's Association

Muscle & Growth • Flething Ability
Calving Ease • Maternal Traits

Tim Nies
44237 396th Lane
Aitkin, MN 56431
(218) 927-2767

To learn more about Top Quality Cattle that are locally raised, please write to the above address





REQUEST FOR ACCESS ACROSS AITKIN COUNTY MANAGED LAND

November 12, 2019

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 Michelle Lommel COMPANY Great River Energy
ADDRESS 13200 Elm Creek Blvd. CITY, STATE, ZIP Maple Grove, MN 55369
PHONE 763-445-5977 E-MAIL mlommel@greenergy.com

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

Tax Parcel Number: 15-0-003600 Acreage: 2.44 acres GRE #: ML-PP-011

Location of Parcel: Legal Description: SW1/4-SE1/4

Section: 2 Township: 47 Range: 25

Do you have any other access into this property? Yes from Nature Ave. No

Will the proposed Easement route cross property other than Aitkin County Tax-Forfeited lands? Yes

No. If yes, has legal access been acquired from these other properties? Yes No

4. Please write a brief note on why you are requesting an Easement: Construction of a new 69-kV
overhead electric transmission line that will connect from Great River Energy's substation in Section 11
of Kimberly Township to Mille Lacs Energy Cooperative's Palisade substation in Section 26 of Logan
Township. The line will improve the reliability and voltage of the electric transmission system in the
area.

5. Signature of Application or Authorized Rep.

Michelle Lommel
12/19/2023
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

EASEMENT

EASEMENT NO #: ML-PP-011

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

The Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) of Section Two (2), Township Forty Seven (47), Range Twenty Five (25), Aitkin County, Minnesota.

Proposed Easement

A 100.00-foot-wide strip of land for utility easement purposes over, under, and across the South Half of Section 2, Township 47 North, Range 25 West, Aitkin County, Minnesota, being 50.00 feet on each side of the following described centerline:

Commencing at the southeast corner of said Section 2; thence South 89 degrees 09 minutes 31 seconds West, assumed bearing, along the south line of said Section 2, a distance of 433.18 feet to the Point of Beginning; thence North 00 degrees 23 minutes 50 seconds West, a distance of 135.90 feet to a point hereinafter referred to as Point "A"; thence North 89 degrees 39 minutes 00 seconds West, a distance of 1,327.49 feet to a point hereinafter referred to as Point "B"; thence North 20 degrees 46 minutes 03 seconds West, a distance of 1,501.16 feet; thence North 21 degrees 41 minutes 24 seconds West, a distance of 366.05 feet; thence North 23 degrees 36 minutes 56 seconds West, a distance of 405.84 feet; thence North 25 degrees 34 minutes 56 seconds West, a distance of 397.19 feet north line of said South Half lying North 89 degrees 13 minutes 44 seconds East, a distance of 2,614.60 feet from the northwest corner of said South Half and there terminating.

The sidelines of said easement are to be extended or shortened to terminate at the north and south lines of said South Half of Section 2.

TOGETHER WITH

A 20.00 foot wide strip of land for utility purposes over, under, and across the South Half of Section 2, Township 47 North, Range 25 West, Aitkin County, Minnesota, being 20.00 feet on each side of the following described centerline:

Beginning at the aforementioned Point "A"; thence North 00 degrees 01 minutes 22 seconds West, a distance of 60.05 feet and there terminating.

ALSO TOGETHER WITH

A 20.00 foot wide strip of land for utility purposes over, under, and across the South Half of Section 2, Township 47 North, Range 25 West, Aitkin County, Minnesota, being 10.00 feet on each side of the following described centerline:

Commencing at the aforementioned Point "B"; thence North 89 degrees 45 minutes 33 seconds West, a distance of 70.89 feet to the Point of Beginning; thence reversing along the last defined course South 89 degrees 45 minutes 33 seconds East, a distance of 70.89 feet; thence South 20 degrees 39 minutes 46 seconds East, a distance of 69.17 feet and there terminating.

SHEET 1 OF 2

Prepared by:



WSB Project No. 021637

Portage Lake 69-kV Transmission Easement Exhibit

ML-PP-011

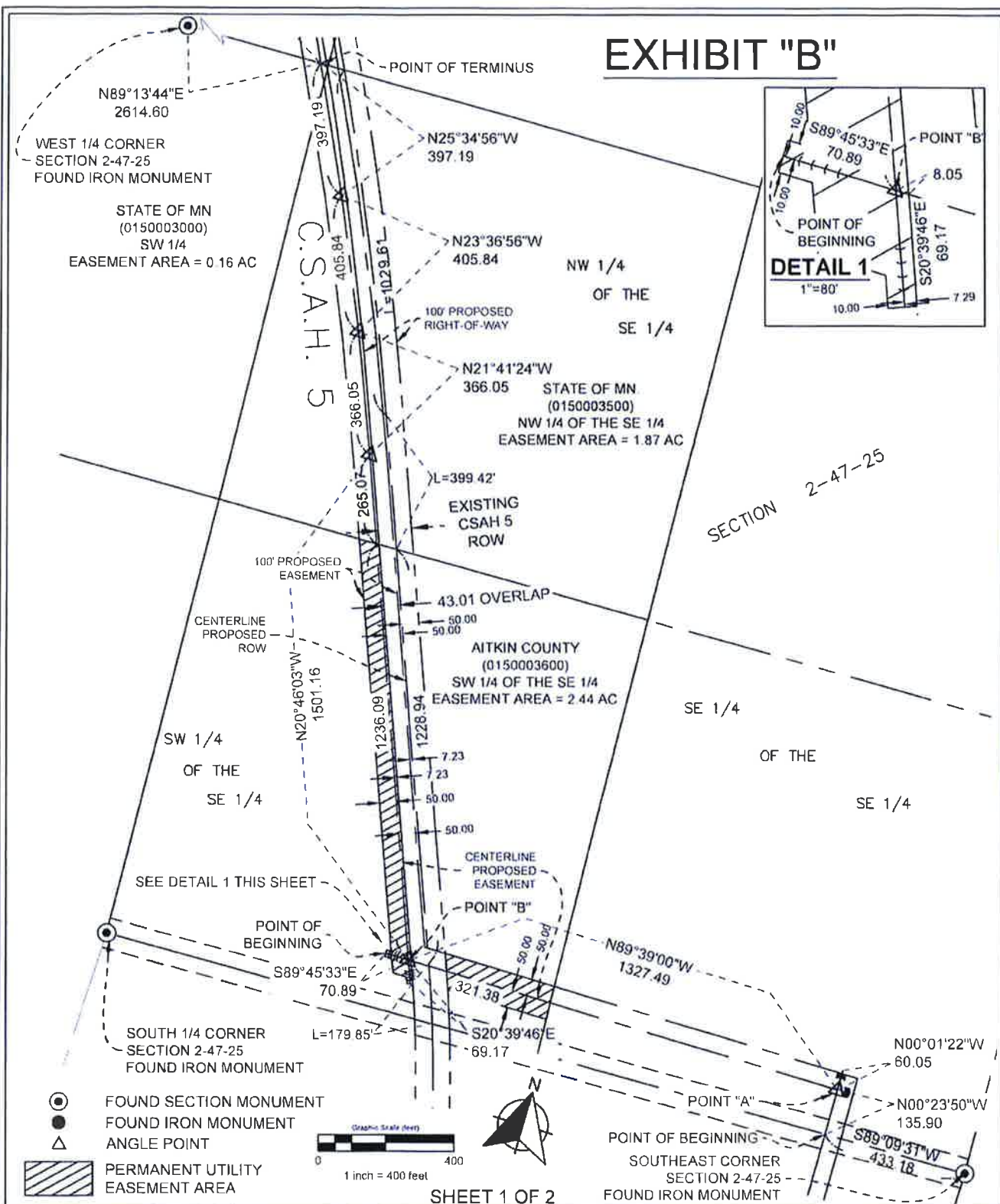
Owner: Aitkin County
Aitkin County, Minnesota

#	REVISION	DATE
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GRE Proj. No. 207328 12/18/2023



EXHIBIT "B"



- FOUND SECTION MONUMENT
- FOUND IRON MONUMENT
- △ ANGLE POINT
- PERMANENT UTILITY EASEMENT AREA



SHEET 1 OF 2

Prepared by:

 WSB Project No. 021637

Portage Lake 69-kV Transmission
 Easement Exhibit
 ML-PP-011
 Owner: Aitkin County
 Aitkin County, Minnesota

#	REVISION	DATE
1		
2		
3		

GRE Proj. No. 207328 12/18/2023



REQUEST FOR ACCESS ACROSS AITKIN COUNTY MANAGED LAND

November 12, 2019

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 Michelle Lommel COMPANY Great River Energy
ADDRESS 13200 Elm Creek Blvd. CITY, STATE, ZIP Maple Grove, MN 55369
PHONE 763-445-5977 E-MAIL mlommel@greenergy.com

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

Tax Parcel Number: 08-0-058502 Acreage: 0.74 acres GRE #: ML-PP-021

Location of Parcel: Legal Description: SW1/4-SE1/4

Section: 35 Township: 48 Range: 25

- Do you have any other access into this property? Yes from Nature Ave. No
Will the proposed Easement route cross property other than Aitkin County Tax-Forfeited lands? Yes
 No. If yes, has legal access been acquired from these other properties? Yes No

4. Please write a brief note on why you are requesting an Easement: Construction of a new 69-kV overhead electric transmission line that will connect from Great River Energy's substation in Section 11 of Kimberly Township to Mille Lacs Energy Cooperative's Palisade substation in Section 26 of Logan Township. The line will improve the reliability and voltage of the electric transmission system in the area.

5. Signature of Application or Authorized Rep.

Michelle Lommel

12/19/2023

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

EASEMENT

EASEMENT NO #: ML-PP-021

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

The South 568' of the West 460' of the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) in Section 35 (35), Township Forty Eight (48), Range Twenty Five (25), Aitkin County, Minnesota.

Proposed Easement

A 100.00-foot-wide strip of land for utility easement purposes over, under, and across the South Half of Section 35, Township 48 North, Range 25 West, Aitkin County, Minnesota, being 50.00 feet on each side of the following described centerline:

Commencing at the south quarter corner of said Section 35; thence North 89 degrees 57 minutes 06 seconds East, assumed bearing, along the south line of said Section 35, a distance of 332.35 feet to the Point of Beginning; thence North 43 degrees 41 minutes 39 seconds West, a distance of 311.74 feet; thence North 26 degrees 34 minutes 51 seconds West, a distance of 386.22 feet; thence North 00 degrees 11 minutes 20 seconds West, a distance of 2,080.39 feet to the north line of said South Half lying South 89 degrees 59 minutes 57 seconds East, a distance of 2,603.76 feet from the northwest corner of said South Half and there terminating.

The sidelines of said easement are to be extended or shortened to terminate at the north and south lines of said South Half of Section 35.

SHEET 1 OF 2

Prepared by:



WSB Project No. 021637

Portage Lake 69-kV Transmission Easement Exhibit

ML-PP-021

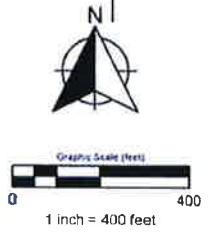
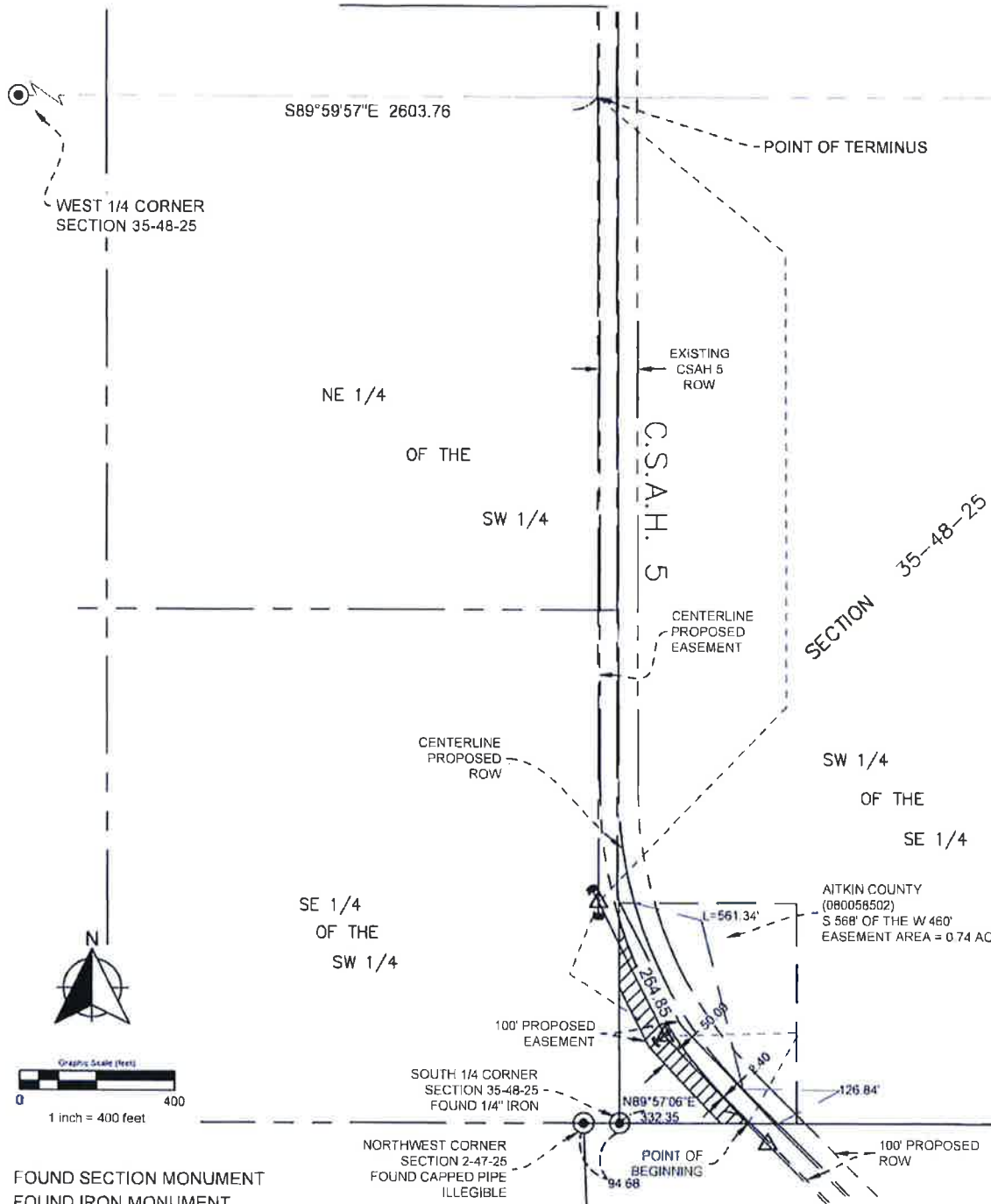
Owner: Aitkin County
Aitkin County, Minnesota

#	REVISION	DATE
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GRE Proj. No. 207328 12/18/2023



EXHIBIT "B"



- 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-021
Owner: Aitkin County
Aitkin County, Minnesota

#	REVISION	DATE
1		
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GRE Proj. No. 207328 12/18/2023





REQUEST FOR ACCESS ACROSS AITKIN COUNTY MANAGED LAND

November 12, 2019

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.
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 Residential Road Easement – Includes Utility Easement, for year-round use.

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2. Applicant Information (please print or type)

NAME Michelle Lommel COMPANY Great River Energy
ADDRESS 13200 Elm Creek Blvd. CITY, STATE, ZIP Maple Grove, MN 55369
PHONE 763-445-5977 E-MAIL mlommel@greenergy.com

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

Tax Parcel Number: 08-0-015500 Acreage: 2.12 acres GRE #: ML-PP-240
Location of Parcel: Legal Description: SW1/4-SE1/4
Section: 10 Township: 48 Range: 25

Do you have any other access into this property? Yes from Nature Ave. No
Will the proposed Easement route cross property other than Aitkin County Tax-Forfeited lands? Yes
 No. If yes, has legal access been acquired from these other properties? Yes No

4. Please write a brief note on why you are requesting an Easement: Construction of a new 69-kV
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Township. The line will improve the reliability and voltage of the electric transmission system in the
area.

5. Signature of Application or Authorized Rep.

Michelle Lommel

12/19/2023
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

EASEMENT

EASEMENT NO #: ML-PP-240

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

South West Quarter of the South East quarter (SW1/4 of SE1/4) of Section ten (10), Township forty-eight (48) Range twenty-five (25)

LESS AND EXCEPT

That part of the Southwest Quarter of the Southeast Quarter of Section 10, Township 48 North, Range 25 West, Aitkin County, Minnesota, lying southerly of the southerly right of way line of Aitkin County State Aid Highway No. 5 and lying Easterly of the following described line: Commencing at the iron pipe monument at the South Quarter corner of said Section 10; thence North 89 degrees 56 minutes 49 seconds East, on an assigned bearing, along the South line of said Section 10, a distance of 1320.00 feet, to an iron pin monument, the actual point of beginning of said line to be described; thence North 01 degrees 37 minutes 04 seconds West, parallel with the East line of said Section 10, a distance of 396.82 feet to an iron pin monument on the southerly right of way line of said Aitkin County State Aid Highway No. 5 and said line there terminating.

AND

That part of SW 1/4 of SE 1/4 of Section 10, Township 48, Range 25, lying south and east of County State Aid Highway 5.

Proposed Easement

A 100.00-foot-wide strip of land for utility easement purposes over, under, and across the South Half of Section 10, Township 48 North, Range 25 West, Aitkin County, Minnesota, being 50.00 feet on each side of the following described centerline:

Commencing at the south quarter corner of said Section 10; thence South 89 degrees 22 minutes 46 seconds East, assumed bearing, along the south line of said South Half, a distance of 588.25 feet to the Point of Beginning; thence North 35 degrees 44 minutes 18 seconds East, a distance of 227.68 feet; thence North 56 degrees 09 minutes 14 seconds East, a distance of 377.02 feet; thence North 58 degrees 22 minutes 44 seconds East, a distance of 384.36 feet; thence North 58 degrees 48 minutes 58 seconds East, a distance of 408.09 feet; thence North 58 degrees 23 minutes 38 seconds East, a distance of 407.98 feet; thence North 53 degrees 33 minutes 48 seconds East, a distance of 325.77 feet; thence North 29 degrees 32 minutes 56 seconds East, a distance of 329.42 feet; thence North 05 degrees 19 minutes 25 seconds East, a distance of 323.38 feet; thence North 00 degrees 02 minutes 29 seconds East, a distance of 388.02 feet; thence North 00 degrees 24 minutes 10 seconds West, a distance of 481.96 feet to a point in the north line of said South Half, lying North 89 degrees 42 minutes 22 seconds West, a distance of 89.25 feet from the east quarter corner of said Section 10 and there terminating.

The sidelines of said easement are to be extended or shortened to terminate at the north and south lines of said South Half of Section 10.

SHEET 1 OF 2

Prepared by:



WSB Project No. 021637

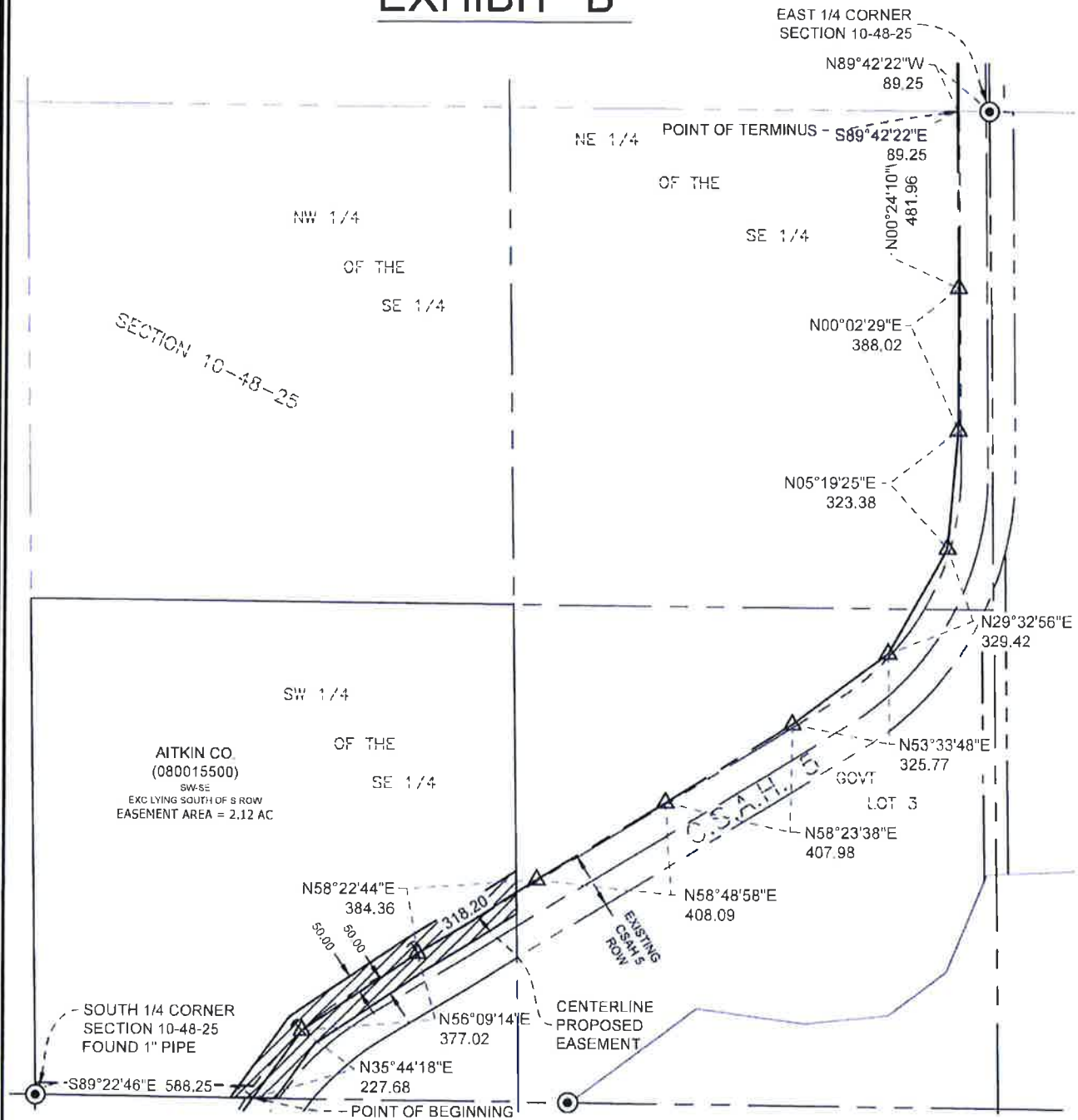
Portage Lake 69-kV Transmission
Easement Exhibit
ML-PP-240
Owner: Aitkin Co.
Aitkin County, Minnesota

#	REVISION	DATE
1		
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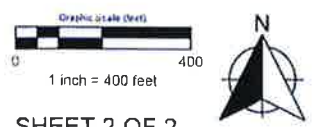
GRE Proj. No. 207328 4/27/2023



EXHIBIT "B"



- ⊙ 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-240
Owner: Aitkin Co.
Aitkin County, Minnesota

#	REVISION	DATE
1		
2		
3		

GRE Proj. No. 207328 4/27/2023

GREAT RIVER ENERGY