



# BELTRAMI COUNTY

## WORK MEETING AGENDA

Beltrami County Board of Commissioners  
March 4, 2025  
4:00 p.m.

Meeting to be Held in the County Board Room  
County Administration Building, 701 Minnesota Ave NW  
Bemidji, MN

A link to the [livestream](#) will be available on the Board Meeting Agendas and Minutes page of the County Website.

1. Call to Order – 4:00 p.m.
2. Introduction of New Employees
3. Identify Future Work Meeting Topics
4. Easements with the City of Bemidji – 4:00 p.m. pg. 1
5. Housing Trust Fund - 4:10 p.m. Pg. 39
6. Beltrami County Investment Portfolio – 4:20 p.m. pg. 42
7. 2025 Development Fund Grant Appropriation – 4:35 p.m. pg. 43
6. Administrator's Update – 4:50 p.m.
7. Review Agenda for the March 4, 2025 Regular Board Meeting – 4:55 p.m.
8. Adjourn – 5:00 p.m.



**Meeting Date: March 4th, 2025  
Beltrami County Commission  
Work Agenda**

**AGENDA BILL**

**SUBJECT: Easements Between Beltrami County and the City of Bemidji**

**RECOMMENDATIONS: Approve the consent agenda item.**

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**DEPARTMENT OF ORIGIN: Natural Resources Department**

**CONTACT PERSON: Shane Foley, Director of NRM, 333-4163**

**DATE SUBMITTED: 2/24/25**

**CLEARANCES: NRM, County Engineer**

**BUDGET IMPACT: Revenue of \$59,745.79**

**EXHIBITS: Easement Documents**

**SUMMARY STATEMENT:** The City of Bemidji has road projects (City project # 160567016) scheduled for the summer of 2025 on Hannah Ave and Middle School Dr. Both of these projects will lead to permanent and/or temporary impacts to property owned by Beltrami County (PIN 80.00181.00 & 80.00168.00) and the City is requesting easements in the area of work. The requests total 5,633 square feet of permanent easement and 25,264 square feet of temporary easement.

\*\*\*At the February 18<sup>th</sup> County Board meeting, this item was removed from the consent agenda to allow the Board time to gather additional information and to further discuss the project with the County Engineer. Bruce Hasbargen, the Beltrami County Engineer, will be present at the work session to answer questions and address any concerns.

# Beltrami County

Natural Resource Management

Application: Easements and Access Across County Lands

Name of Applicant (Print or Type) <b>City of Bemidji</b>	
Address (Mailing and Physical, if different) <b>1351 5th St NW, Bemidji, MN 56601</b>	
Contact Person <b>Sam Anderson, P.E.   City Engineer/Director of Public Works Brian Wiesner - KLJ ROW Agent</b>	Telephone Number <b>218-333-1851 701-429-1011</b>

The applicant herein applies pursuant to Minnesota Statute 282.04, Subd. 4 and 4a and other applicable statutes for Easements and Access Across County Land described below, in accordance with all maps, plans, specifications and other supporting data submitted with this applications and made a part hereof.

1. **Crossing:**     Permanent             Maintenance             Temporary (<120 days)
2. **Type:**         Private                     Utility                     Local Government
3. **Number consecutively and describe the full area requested** (separate permanent and temporary easements, if applicable):

No.	Forty (¼, ¼) or Government Lot	Section	Township	Range	Type of easement (Permanent or Temporary)	Total Acres	Start and End Dates (if Temporary)
17	SE4NE4	6	146	33	Temporary	833.93	Spring of 2025 (March -weather permitting)- December of 2025
17	SE4NE4	6	146	33	Permanent	2,552.64	

\* Important note: On 8½" x 11" paper, attach a separate map and legal description for each easement requested.

4. **Utility requests:** Please indicate type of utility: \_\_\_\_\_
5. **Governmental requests:** Please list intended public use: Public Roadway Improvements
6. **Governmental requests:** Please attach the supporting resolution.
7. **Temporary requests:** Please specify abandonment plans (must occur within 30 days after project completion): \_\_\_\_\_

**Application fee:**

- For private and utility easements, there is a \$250.00 application fee (fee will be applied to total easement cost).
- Make checks payable to the Beltrami County Treasurer.
- No action will be taken on the application until the fee is submitted.
- If the final easement is not approved, all but \$100.00 will be refunded to the applicant.

**MEMORANDUM OF OFFER TO LANDOWNER**  
 Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  17

Landowner(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota			
Landowner Address 701 MINNESOTA AVE NW	City Bemidji	State MN	ZIP Code 56601

Valuation Type <input type="checkbox"/> Appraisal <input checked="" type="checkbox"/> Waiver Valuation	Approved Compensation  \$33,330.76
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On behalf of the LPA, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Notes
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**ROW AGENT**

Name (Type or Print) Brian Wiesner	
Agency/Firm KLJ	
Signature	Date

**LPA APPROVAL**

Name (Type or Print)	
Signature	Date

**COMPENSATION & PARCEL BREAKDOWN**  
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Addendum to:

- Memorandum of Offer      Page 2    of 2  
 Memorandum Agreement    Page     of

Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  17

Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota	Initial	Date
By, Its,		

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Permanent Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
17	FEE Simple	2,552.64	X	\$12.60	=	\$32,163.26

<b>Total Permanent Parcel Value</b>						\$32,163.26
<b>Total Permanent Compensation</b>						\$32,163.26

Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Temporary Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
17	Construction Easement	833.93	X	\$1.40	=	\$1,167.50

<b>Total Temporary Parcel Value</b>						\$1,167.50
<b>Total Temporary Compensation</b>						\$1,167.50

<b>Compensation Breakdown</b>	
Total Permanent Compensation	\$32,163.26
Total Temporary Compensation	\$1,167.50
Fencing	
Damages	
<b>Total Compensation Due</b>	<b>\$33,330.76</b>

# MEMORANDUM AGREEMENT

Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  17

Landowner Name(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota			
Landowner Address 701 MINNESOTA AVE NW	City Bemidji	State MN	ZIP Code 56601

<b>Executed Document(s)</b> (check all applicable): <input checked="" type="checkbox"/> Temporary Construction Easement, <input type="checkbox"/> Agreement for Entry Without Compensation, <input type="checkbox"/> Warranty Deed, <input type="checkbox"/> Subordination of Rights, <input type="checkbox"/> Permanent Maintenance Easement, <input type="checkbox"/> Other Easement Type(s)
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Date Executed	Total Compensation  <div style="text-align: right;">\$33,330.76</div>
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The Landowner(s), listed above, did execute a document on the date listed above, conveying to the LPA for the use and benefit of the LPA, on the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

**Check and initial the following applicable terms of this agreement**

**Landowner(s) Initials**

<input type="checkbox"/>	1. The LPA assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction.	
<input type="checkbox"/>	2.                    feet of fence to be moved by the owner prior to construction of the highway.	
<input type="checkbox"/>	3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.	
<input type="checkbox"/>	4. LPA will not maintain any service road except those shown on the right of way plat.	
<input checked="" type="checkbox"/>	5. Access will be provided throughout the construction process.	
<input type="checkbox"/>	6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.	
<input type="checkbox"/>	7. The Landowner(s) shall inform any and all tenant(s) of proposed work.	

Additionally	Landowner(s) Initials
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This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

The LPA, or his/her assigns, must approve all settlements. LPA will notify the Landowner(s) in writing if **this settlement is not approved**. Payment by the LPA must await approval of title and processing of a voucher and warrant by the auditor. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.**

**LANDOWNER**

Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota	
By, Its,	
Signature	Date

**WITNESS**

Name (Type or Print)	
Signature	Date

**ROW Agent**

Name (Type or Print) Brian Wiesner	
Agency/Firm KLJ	
Signature	Date

**LPA APPROVAL**

Name (Type or Print)	
Signature	Date

**COMPENSATION & PARCEL BREAKDOWN**  
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Addendum to:

- Memorandum of Offer      Page      of
- Memorandum Agreement    Page 3    of 3

Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  17

Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its,	Initial	Date

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Permanent Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
17	FEE Simple	2,552.64	X	\$12.60	=	\$32,163.26

<b>Total Permanent Parcel Value</b>						\$32,163.26
<b>Total Permanent Compensation</b>						\$32,163.26

Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Temporary Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
17	Construction Easement	833.93	X	\$1.40	=	\$1,167.50

<b>Total Temporary Parcel Value</b>						\$1,167.50
<b>Total Temporary Compensation</b>						\$1,167.50

<b>Compensation Breakdown</b>	
Total Permanent Compensation	\$32,163.26
Total Temporary Compensation	\$1,167.50
Fencing	
Damages	
<b>Total Compensation Due</b>	<b>\$33,330.76</b>



**TEMPORARY EASEMENT**  
 Middle School Ave NW + Hannah Ave NW Reconstruction

TEMPORARY CONSTRUCTION EASEMENT

PCN

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Project City of Bemidji - Project: 160567016
Parcel(s)  17

Purpose of Easement (Check all that apply):  Grading (including fills/cuts for driveway/highway, slope tie-ins/transitions)  
 Drainage     Fencing     Staging area     Sidewalk and/or curb ramp improvements     Other

Grantor(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota			
Grantor(s) Address 701 MINNESOTA AVE NW	City Bemidji	State MN	ZIP Code 56601

Date	County Beltrami
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This easement, between Grantor(s) whose name and address is listed above and the LPA for the use and benefit of the LPA.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by LPA, the receipt whereof is hereby acknowledge, hereby grant, unto LPA, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of Minnesota, and more specifically described as follows, to wit:

**Parcel 17 Temporary Easement**

A temporary easement for roadway construction purposes over that part of Southeast Quarter of the Northeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 6; thence North 89 degrees 52 minutes 27 seconds West on the south line of said Northeast Quarter, a distance of 1286.07 feet; thence North 0 degrees 07 minutes 34 seconds East, a distance of 40.00 feet to the point of intersection of the northerly Right-of-Way line of 23rd Street with the easterly Right-of-Way line of Middle School Ave NW as laid out in the CITY OF BEMIDJI PLAT No. 4 as on file with the Office of the Recorder of said Beltrami County; thence North 0 degrees 01 minutes 26 seconds East on said easterly Right-of-Way line of Middle School Ave NW, a distance of 159.41 feet to the point of beginning; thence southerly 32.74 feet along a non-tangential curve concave to the east with a radius of 387.91 feet and a central angle of 4 degrees 50 minutes 09 seconds, and a chord that bears South 6 degrees 52 minutes 33 seconds East with a chord distance of 32.74 feet; thence southerly 115.24 feet along a non-tangential curve concave to the east with a radius of 575.83 feet and a central angle of 11 degrees 27 minutes 59 seconds, and a chord that bears South 15 degrees 08 minutes 10 seconds East with a chord distance of 115.05 feet; thence southeasterly 19.11 feet along a non-tangential curve concave to the northeast with a radius of 45.83 feet and a central angle of 23 degrees 53 minutes 27 seconds, with a chord that bears South 32 degrees 49 minutes 03 seconds East with a chord distance of 18.98 feet to said northerly Right-of-Way line of 23rd Street; thence South 89 degrees 52 minutes 25 seconds West on said northerly Right-of-Way line, a distance of 3.54 feet; thence northwesterly 17.03 feet on a non-tangential curve concave to the northeast with a radius of 40.83 feet and a central angle of 23 degrees 53 minutes 52 seconds, and a chord that bears North 32 degrees 49 minutes 03 seconds West with a chord distance of 16.91 feet; thence northerly 114.24 feet on a non-tangential curve concave to the east with a radius of 570.83 feet and a central angle of 11 degrees 27 minutes 59 seconds, and a chord that bears North 15 degrees 08 minutes 10 seconds West with a chord distance of 114.05 feet; thence northerly 32.31 feet along a non-tangential curve concave to the east with a radius of 382.91 feet and a central angle of 4 degrees 50 minutes 05 seconds, and a chord that bears North 6 degrees 52 minutes 33 seconds West with a chord distance of 32.30 feet; thence North 89 degrees 58 minutes

37 seconds West not tangent to last described curve, a distance of 4.98 feet to said easterly Right-of-Way line of Middle School Ave NW; thence South 0 degrees 01 minutes 26 seconds West on said easterly Right-of-Way line, a distance of 0.39 feet to the point of beginning.

Said easement area contains 833.93 square feet.

This easement grants to the LPA, the right of ingress and egress for the purpose of this project as stated above, so long as this easement shall remain in full force and effect. This easement does not change the current use of the subject parcel(s).

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with LPA use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the LPA by this instrument shall terminate upon completion of construction of said project, or in one year from the date of conveyance, whichever comes first. With reasonable access for finishing work the following year for grass re-seeding, clean-up, etc.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.**

**GRANTOR(S)**

Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota	
By, Its,	
Signature	Date

**WITNESS**

Name (Type or Print)	
Signature	Date

**ROW AGENT**

Name (Type or Print) Brian Wiesner	
Agency/Firm KLJ	
Signature	Date

**LPA APPROVAL**

Name (Type or Print)	
Title	
Signature	Date

## PERMANENT EASEMENT AGREEMENT

**THIS INDENTURE** is made this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between, Beltrami County, a political subdivision of the State of Minnesota, whose post office address is 701 Minnesota Ave NW Bemidji, MN 56601, (the “Grantor”), and the **City of Bemidji**, Minnesota, a municipal corporation and political subdivision of the State of Minnesota, whose post office address is **1351 5th Street NW, Bemidji, MN. 56601** (the “City”).

### RECITALS

**WHEREAS**, the **City of Bemidji** (the “City”) has created the Middle School Ave NW and Hannah Ave NW Street Reconstruction Project, a Street Improvement project (the “Project”); and the City must acquire certain real property interests for the purpose of constructing, operating, maintaining and repairing the Roadway & drainage for the Project.

**WHEREAS**, the Grantor has agreed to give, grant, convey, and relinquish unto the City a Permanent Easement, as more specifically described below, for the purpose of constructing, operating, maintaining and repairing the Roadway for the Project, subject to the terms and conditions contained in this Permanent Easement.

**WITNESSETH**, that for and in consideration of the sum of One Dollar (\$1.00), the mutual covenants contained in this Permanent Easement, and other good and valuable considerations, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

### AGREEMENT

1. **The Permanent Easement Property.** The Grantor hereby gives, grants, conveys, and relinquishes unto the City, and the City’s officers, employees, agents, representatives, contractors, and invitees, a permanent and perpetual easement and right of way for the purpose of constructing, operating, maintaining and repairing the Roadway, and use of the necessary appurtenances to manage said drainage, and related improvements and appurtenances in, on, over, under, across, and through the following described tract or parcel of land located in the County of Beltrami and the State of Minnesota, and described as follows:

### Parcel 17 Permanent Easement

A permanent easement for roadway purposes over that part of Southeast Quarter of the Northeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 6; thence North 89 degrees 52 minutes 27 seconds West on the south line of said Northeast Quarter, a distance of 1286.07 feet; thence North 0 degrees 07 minutes 34 seconds East, a distance of 40.00 feet to the point of intersection of the northerly Right-of-Way line of 23<sup>rd</sup> Street with the easterly Right-of-Way line of Middle School Ave NW as laid out in the CITY OF BEMIDJI PLAT No. 4 as on file with the Office of the Recorder of said Beltrami County and the point of beginning; thence North 0 degrees 01 minutes 26 seconds East on said easterly Right-of-Way line of Middle School Ave NW, a distance of 159.41 feet; thence 32.74 feet along a non-tangent curve concave to the east with a radius of 387.91 feet and a central angle of 4 degrees 50 minutes 09 seconds, and a chord that bears South 6 degrees 52 minutes 33 seconds East with a chord distance of 32.74 feet; thence 115.24 feet along a non-tangential curve concave to the east with a radius of 575.83 feet and a central angle of 11 degrees 27 minutes 59 seconds, and a chord that bears South 15 degrees 08 minutes 10 seconds East with a chord distance of 115.05 feet; thence 19.11 feet along a non-tangential curve concave to the northeast with a radius of 45.83 feet and a central angle of 23 degrees 53 minutes 27 seconds, with a chord that bears South 32 degrees 49 minutes 03 seconds East with a chord distance of 18.98 feet to said northerly Right-of-Way line of 23<sup>rd</sup> Street; thence North 89 degrees 52 minutes 25 seconds West on said northerly Right-of-Way line, a distance of 44.31 feet to the point of beginning.

Said easement area contains 2,552.64 square feet.

(AKA the "Permanent Easement Property").

2. **Permanent Easement Rights.** Under this Permanent Easement, the Grantor gives, grants, conveys, and relinquishes unto the City, and the City's officers, employees, agents, representatives, contractors, and invitees, this permanent and perpetual easement in, on, over, under, across, and through the Permanent Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, modifying, installing, operating, maintaining, repairing, replacing, improving, and/or removing the Roadway, and related improvements and appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation,

structures, or obstacles from the Permanent Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Permanent Easement Property. The City is not responsible for pre-existing environmental contamination or liabilities.

3. **Permanent Easement Runs With the Permanent Easement Property.** This Permanent Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Permanent Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon the Grantor's heirs, successors, and assigns.

4. **Property.** That there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Permanent Easement Property, or any portion of the Permanent Easement Property. The Grantor will release, hold harmless, defend, and indemnify the City and the City's officers, employees, agents, representatives, contractors, and invitees from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Permanent Easement Property.

5. **Taxes.** The Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Permanent Easement Property for all past, present, and future years. The City will not be responsible for payment of any real estate taxes or special assessments regarding the Permanent Easement Property.

6. **Grantor's Use of the Permanent Easement Property.** The Grantor has the right and privilege to use the Permanent Easement Property at any time, in any manner, and for any purpose that is consistent with the City's rights and privileges under this Permanent Easement. The Grantor will not use, or permit use of, the Permanent Easement Property in any manner that disrupts or interferes with the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project. The Grantor will promptly cease any activities and remove any structures or obstructions that interfere with the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project, when directed by the City, at the Grantor's sole cost. The Grantor will repair or replace any of the City's structures, facilities, right of way, or any other property owned by the City damaged by the Grantor or as a result of the Grantor's use of the Permanent Easement Property, at the Grantor's sole cost.

7. **Encumbrances.** The Grantor will not encumber the Permanent Easement Property, or in any way disrupt or interfere with, the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project. The Grantor may mortgage the Permanent Easement Property, at the Grantor's sole discretion and without first obtaining the City's consent. If the Grantor rents or leases the Permanent Easement Property, any lessee's rights and uses are subject to this Permanent Easement, including the use restrictions described above; the Grantor will be fully responsible to the City for the Grantor's obligations under this Permanent Easement, including for any violations by any lessee.

8. **Waiver of Warranties.** The parties specifically agree neither the City, nor the City's officers, employees, agents, representatives, contractors, or invitees have made any representations or warranties in any way regarding the Project or the Grantor's ability to use the Permanent Easement Property following construction of the Project.

9. **Entire Agreement.** This Permanent Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Permanent Easement, and this Permanent Easement supersedes all other previous oral or written agreements between the parties.

**[Signatures appear on the following page.]**

IN WITNESS WHEREOF, the Grantor executed this Permanent Easement as of the Effective Date first written above.

**GRANTOR:  
Beltrami County, a political subdivision of  
the State of Minnesota**

By:

Its:

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of **Beltrami County, a political subdivision of the State of Minnesota**, known to me to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

(SEAL)

**THIS INSTRUMENT WAS DRAFTED BY:**

Brian Wiesner  
KLJ Engineering LLC  
300 23<sup>rd</sup> Avenue East, Suite 100  
West Fargo, ND. 58078  
701-271-2102 Direct  
701-429-1011 Cell

PARCEL 17: 800016800



PERMANENT EASEMENT = 2552.64 SQ FT



TEMPORARY EASEMENT = 833.93 SQ FT



50  
SCALE IN FEET

PARCEL 17  
2114 23RD ST NW  
BEMIDJI MN 56601  
800016800

PARCEL SKETCH



SHEET



# Beltrami County

Natural Resource Management

Application: Easements and Access Across County Lands

<b>Name of Applicant (Print or Type)</b> City of Bemidji	
<b>Address (Mailing and Physical, if different)</b> 1351 5th St NW, Bemidji, MN 56601	
<b>Contact Person</b> Sam Anderson, P.E.   City Engineer/Director of Public Works Brian Wiesner-KLJ ROW Agent	<b>Telephone Number</b> 218-333-1851 701-429-1011

The applicant herein applies pursuant to Minnesota Statute 282.04, Subd. 4 and 4a and other applicable statutes for Easements and Access Across County Land described below, in accordance with all maps, plans, specifications and other supporting data submitted with this applications and made a part hereof.

1. **Crossing:**     Permanent             Maintenance             Temporary (<120 days)
2. **Type:**         Private                     Utility                     Local Government

3. **Number consecutively and describe the full area requested** (separate permanent and temporary easements, if applicable):

No.	Forty (¼, ¼) or Government Lot	Section	Township	Range	Type of easement (Permanent or Temporary)	Total Sq. Ft.	Start and End Dates (if Temporary)
12	NE4	6	146	33	Temporary	1,586	Spring of 2025 (March -weather permitting)- December of 2025

\* Important note: On 8½" x 11" paper, attach a separate map and legal description for each easement requested.

4. **Utility requests:** Please indicate type of utility: \_\_\_\_\_
5. **Governmental requests:** Please list intended public use: Public Roadway Improvements
6. **Governmental requests:** Please attach the supporting resolution.
7. **Temporary requests:** Please specify abandonment plans (must occur within 30 days after project completion): \_\_\_\_\_

**Application fee:**

- For private and utility easements, there is a \$250.00 application fee (fee will be applied to total easement cost).
- Make checks payable to the Beltrami County Treasurer.
- No action will be taken on the application until the fee is submitted.
- If the final easement is not approved, all but \$100.00 will be refunded to the applicant.

**MEMORANDUM OF OFFER TO LANDOWNER**  
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  12

Landowner(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota			
Landowner Address 701 MINNESOTA AVE NW	City Bemidji	State MN	ZIP Code 56601

Valuation Type <input type="checkbox"/> Appraisal <input checked="" type="checkbox"/> Waiver Valuation	Approved Compensation  \$2,220.54
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On behalf of the LPA, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Notes
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**ROW AGENT**

Name (Type or Print) Brian Wiesner	
Agency/Firm KLJ	
Signature	Date

**LPA APPROVAL**

Name (Type or Print)	
Signature	Date

**COMPENSATION & PARCEL BREAKDOWN**  
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Addendum to:

- Memorandum of Offer      Page 2   of 2  
 Memorandum Agreement   Page   of

Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  12

Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its,	Initial	Date

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition    Yes    No

Temporary Acquisition    Yes    No

Parcel #	Type of Temporary Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
12	Construction Easement	1,586.1	X	\$1.40	=	\$2,220.54

Total Temporary Parcel Value						\$2,220.54
Total Temporary Compensation						\$2,220.54

Compensation Breakdown	
Total Permanent Compensation	
Total Temporary Compensation	\$2,220.54
Fencing	
Damages	
<b>Total Compensation Due</b>	<b>\$2,220.54</b>

# MEMORANDUM AGREEMENT

Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  12

Landowner Name(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota			
Landowner Address 701 MINNESOTA AVE NW	City Bemidji	State MN	ZIP Code 56601

<b>Executed Document(s)</b> (check all applicable): <input checked="" type="checkbox"/> Temporary Construction Easement, <input type="checkbox"/> Agreement for Entry Without Compensation, <input type="checkbox"/> Warranty Deed, <input type="checkbox"/> Subordination of Rights, <input type="checkbox"/> Permanent Maintenance Easement, <input type="checkbox"/> Other Easement Type(s)
--

Date Executed	Total Compensation <span style="float: right;"><b>\$2,220.54</b></span>
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The Landowner(s), listed above, did execute a document on the date listed above, conveying to the LPA for the use and benefit of the LPA, on the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

**Check and initial the following applicable terms of this agreement**

**Landowner(s) Initials**

<input type="checkbox"/>	1. The LPA assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction.	
<input type="checkbox"/>	2.                   feet of fence to be moved by the owner prior to construction of the highway.	
<input type="checkbox"/>	3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.	
<input type="checkbox"/>	4. LPA will not maintain any service road except those shown on the right of way plat.	
<input checked="" type="checkbox"/>	5. Access will be provided throughout the construction process.	
<input type="checkbox"/>	6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.	
<input type="checkbox"/>	7. The Landowner(s) shall inform any and all tenant(s) of proposed work.	

Additionally	Landowner(s) Initials
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This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

The LPA, or his/her assigns, must approve all settlements. LPA will notify the Landowner(s) in writing if this settlement is not approved. Payment by the LPA must await approval of title and processing of a voucher and warrant by the auditor. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.**

**LANDOWNER**

Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota	
By, Its,	
Signature	Date

**WITNESS**

Name (Type or Print)	
Signature	Date

**ROW Agent**

Name (Type or Print) Brian Wiesner	
Agency/Firm KLJ	
Signature	Date

**LPA APPROVAL**

Name (Type or Print)	
Signature	Date

**COMPENSATION & PARCEL BREAKDOWN**  
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Addendum to:

- Memorandum of Offer      Page      of
- Memorandum Agreement      Page      of

Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  12

Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its,	Initial	Date

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition     Yes     No

Temporary Acquisition     Yes     No

Parcel #	Type of Temporary Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
12	Construction Easement	1,586.1	X	\$1.40	=	\$2,220.54

<b>Total Temporary Parcel Value</b>	\$2,220.54
<b>Total Temporary Compensation</b>	\$2,220.54

<b>Compensation Breakdown</b>	
Total Permanent Compensation	
Total Temporary Compensation	\$2,220.54
Fencing	
Damages	
<b>Total Compensation Due</b>	\$2,220.54

**TEMPORARY EASEMENT**

Middle School Ave NW + Hannah Ave NW Reconstruction

TEMPORARY CONSTRUCTION EASEMENT

PCN

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Project City of Bemidji - Project: 160567016
Parcel(s)  12

Purpose of Easement (Check all that apply):  Grading (including fills/cuts for driveway/highway, slope tie-ins/transitions)  
 Drainage     Fencing     Staging area     Sidewalk and/or curb ramp improvements     Other

Grantor(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota			
Grantor(s) Address 701 MINNESOTA AVE NW	City Bemidji	State MN	ZIP Code 56601

Date	County Beltrami
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This easement, between Grantor(s) whose name and address is listed above and the LPA for the use and benefit of the LPA.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by LPA, the receipt whereof is hereby acknowledge, hereby grant, unto LPA, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of Minnesota, and more specifically described as follows, to wit:

**Parcel 12 Temporary Easement**

A temporary easement for road construction purposes over that part of the Southeast Quarter of the Northeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, with the easterly line of said easement described as follows:  
Commencing at the Southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 52 minutes 27 seconds West on the south line of said Southeast Quarter of the Northeast Quarter, a distance of 80.00 feet; thence North 0 degrees 08 minutes 13 seconds West; a distance of 40.00 feet to the point of intersection of the northerly Right-of-Way line of 23rd Street and the westerly Right-of-Way line of Hannah Avenue as laid out and recorded as CITY OF BEMIDJI PLAT NO. 4 and on file with the office of the Recorder of Beltrami County, Minnesota; thence North 0 degrees 08 minutes 13 seconds West on said westerly Right-of-Way line of Hannah Avenue, a distance of 194.723 feet to the point of beginning, thence continuing North 0 degrees 08 minutes 13 seconds West on said westerly Right-of-Way line of Hannah Avenue, a distance of 317.14 feet to the southeast corner of Lot 3, WESTRIDGE; thence North 88 degrees 50 minutes 47 seconds West on the south line of said Lot 3, a distance of 5.00 feet; thence South 0 degrees 08 minutes 13 seconds East parallel with said westerly Right-of-Way line of Hannah Avenue, a distance of 317.26 feet; thence North 89 degrees 51 minutes 47 seconds East, a distance of 5.00 feet to said westerly Right-of-Way line and the point of beginning.

Said easement area contains 1,586.1 square feet.

This easement grants to the LPA, the right of ingress and egress for the purpose of this project as stated above, so long as this easement shall remain in full force and effect. This easement does not change the current use of the subject parcel(s).

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with LPA use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the LPA by this instrument shall terminate upon completion of construction of said project, or in one year from the date of conveyance, whichever comes first. With reasonable access for finishing work the following year for grass re-seeding, clean-up, etc.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.**

**GRANTOR(S)**

Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota	
By, Its,	
Signature	Date

**WITNESS**

Name (Type or Print)	
Signature	Date

**ROW AGENT**

Name (Type or Print) Brian Wiesner	
Agency/Firm KLJ	
Signature	Date

**LPA APPROVAL**

Name (Type or Print)	
Title	
Signature	Date



PARCEL 12: 800016800



PERMANENT EASEMENT= 0 SQ FT



TEMPORARY EASEMENT = 1,586.1 SQ FT



50  
SCALE IN FEET

PARCEL 12  
2115 23RD ST NW  
BEMIDJI MN 56601  
800016800

PARCEL SKETCH



SHEET

# Beltrami County

Natural Resource Management

Application: Easements and Access Across County Lands

<b>Name of Applicant (Print or Type)</b>	
City of Bemidji	
<b>Address (Mailing and Physical, if different)</b>	
1351 5th St NW, Bemidji, MN 56601	
<b>Contact Person</b>	<b>Telephone Number</b>
Sam Anderson, P.E.   City Engineer/Director of Public Works	218-333-1851
Brian Wiesner - KLJ ROW Agent	701-429-1011

The applicant herein applies pursuant to Minnesota Statute 282.04, Subd. 4 and 4a and other applicable statutes for Easements and Access Across County Land described below, in accordance with all maps, plans, specifications and other supporting data submitted with this applications and made a part hereof.

1. **Crossing:**     Permanent             Maintenance             Temporary (<120 days)

2. **Type:**             Private                     Utility                     Local Government

3. **Number consecutively and describe the full area requested (separate permanent and temporary easements, if applicable):**

No.	Forty (¼, ¼) or Government Lot	Section	Township	Range	Type of easement (Permanent or Temporary)	Total Acres	Start and End Dates (if Temporary)
15	NW4SE4	6	146	33	Temporary	22,844.24	Spring of 2025 (March -weather permitting)- December of 2025
15	NW4SE4	6	146	33	Permanent	3,081.28	

\* Important note: On 8½" x 11" paper, attach a separate map and legal description for each easement requested.

4. **Utility requests:** Please indicate type of utility: \_\_\_\_\_

5. **Governmental requests:** Please list intended public use: Public Roadway Improvements

6. **Governmental requests:** Please attach the supporting resolution.

7. **Temporary requests:** Please specify abandonment plans (must occur within 30 days after project completion):

**Application fee:**

- For private and utility easements, there is a \$250.00 application fee (fee will be applied to total easement cost).
- Make checks payable to the Beltrami County Treasurer.
- No action will be taken on the application until the fee is submitted.
- If the final easement is not approved, all but \$100.00 will be refunded to the applicant.

**MEMORANDUM OF OFFER TO LANDOWNER**  
 Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  15

Landowner(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota			
Landowner Address 701 MINNESOTA AVE NW	City Bemidji	State MN	ZIP Code 56601

Valuation Type <input type="checkbox"/> Appraisal <input checked="" type="checkbox"/> Walver Valuation	Approved Compensation  \$24,194.49
---	--

On behalf of the LPA, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Notes
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ROW AGENT	
Name (Type or Print) Brian Wiesner	
Agency/Firm KLJ	
Signature	Date

LPA APPROVAL	
Name (Type or Print)	
Signature	Date

**COMPENSATION & PARCEL BREAKDOWN**  
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Addendum to:

- Memorandum of Offer      Page 2    of 2  
 Memorandum Agreement    Page    of

Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  15

Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its,	Initial	Date

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Permanent Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
15	FEE Simple	3,081.28	X	\$4.51	=	\$13,896.57

<b>Total Permanent Parcel Value</b>	\$13,896.57
<b>Total Permanent Compensation</b>	\$13,896.57

Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Temporary Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
15	Construction Easement	22,884.26	X	\$0.45	=	\$10,297.92

<b>Total Temporary Parcel Value</b>	\$10,297.92
<b>Total Temporary Compensation</b>	\$10,297.92

Compensation Breakdown	
Total Permanent Compensation	\$13,896.57
Total Temporary Compensation	\$10,297.92
Fencing	
Damages	
<b>Total Compensation Due</b>	\$24,194.49

# MEMORANDUM AGREEMENT

Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Project City of Bemidji - Project: 160567016
County Beltrami
Parcel(s)  15

Landowner Name(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota			
Landowner Address 701 MINNESOTA AVE NW	City Bemidji	State MN	ZIP Code 56601

<b>Executed Document(s)</b> (check all applicable): <input checked="" type="checkbox"/> Temporary Construction Easement, <input type="checkbox"/> Agreement for Entry Without Compensation, <input type="checkbox"/> Warranty Deed, <input type="checkbox"/> Subordination of Rights, <input type="checkbox"/> Permanent Maintenance Easement, <input type="checkbox"/> Other Easement Type(s)
--

Date Executed	Total Compensation <span style="float: right;"><b>\$24,194.49</b></span>
---------------	---

The Landowner(s), listed above, did execute a document on the date listed above, conveying to the LPA for the use and benefit of the LPA, on the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

**Check and initial the following applicable terms of this agreement**

**Landowner(s) Initials**

<input type="checkbox"/>	1. The LPA assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction.	
<input type="checkbox"/>	2.                   feet of fence to be moved by the owner prior to construction of the highway.	
<input type="checkbox"/>	3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.	
<input type="checkbox"/>	4. LPA will not maintain any service road except those shown on the right of way plat.	
<input checked="" type="checkbox"/>	5. Access will be provided throughout the construction process.	
<input type="checkbox"/>	6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.	
<input type="checkbox"/>	7. The Landowner(s) shall inform any and all tenant(s) of proposed work.	

Additionally	Landowner(s) Initials
--------------	-----------------------

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

The LPA, or his/her assigns, must approve all settlements. LPA will notify the Landowner(s) in writing **if this settlement is not approved**. Payment by the LPA must await approval of title and processing of a voucher and warrant by the auditor. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.**

**LANDOWNER**

Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota	
By, Its,	
Signature	Date

**WITNESS**

Name (Type or Print)	
Signature	Date

**ROW Agent**

Name (Type or Print) Brian Wiesner	
Agency/Firm KLJ	
Signature	Date

**LPA APPROVAL**

Name (Type or Print)	
Signature	Date

**COMPENSATION & PARCEL BREAKDOWN**  
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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<b>Project</b> City of Bemidji - Project: 160567016
<b>County</b> Beltrami
<b>Parcel(s)</b>  15

Addendum to:

- Memorandum of Offer      Page      of
- Memorandum Agreement      Page 3      of 3

Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its,	Initial	Date

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Permanent Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
15	FEE Simple	3,081.28	X	\$4.51	=	\$13,896.57

Total Permanent Parcel Value						\$13,896.57
<b>Total Permanent Compensation</b>						\$13,896.57

Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
Parcel #	Type of Temporary Acquisition	<input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft	X	Value (Per Acre/Sqft)	=	Parcel Values
15	Construction Easement	22,884.26	X	\$0.45	=	\$10,297.92

Total Temporary Parcel Value						\$10,297.92
<b>Total Temporary Compensation</b>						\$10,297.92

Compensation Breakdown	
Total Permanent Compensation	\$13,896.57
Total Temporary Compensation	\$10,297.92
Fencing	
Damages	
<b>Total Compensation Due</b>	\$24,194.49

**TEMPORARY EASEMENT**  
Middle School Ave NW + Hannah Ave NW Reconstruction

**TEMPORARY CONSTRUCTION EASEMENT**

PCN

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Project City of Bemidji - Project: 160567016
Parcel(s)  15

Purpose of Easement (Check all that apply):  Grading (including fills/cuts for driveway/highway, slope tie-ins/transitions)  
 Drainage     Fencing     Staging area     Sidewalk and/or curb ramp improvements     Other

Grantor(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota			
Grantor(s) Address 701 MINNESOTA AVE NW	City Bemidji	State MN	ZIP Code 56601

Date	County Beltrami
------	--------------------

This easement, between Grantor(s) whose name and address is listed above and the LPA for the use and benefit of the LPA.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by LPA, the receipt whereof is hereby acknowledge, hereby grant, unto LPA, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of Minnesota, and more specifically described as follows, to wit:

**Parcel 15 Temporary Easement**

A temporary easement for roadway construction purposes over that part of Northwest Quarter of the Southeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 6; thence North 89 degrees 52 minutes 27 seconds West on the north line of said Southeast Quarter, a distance of 1366.11 feet; thence South 0 degrees 07 minutes 33 seconds West, a distance of 30.00 feet to the point of intersection of the southerly Right-of-Way line of 23rd Street with the westerly Right-of-Way line of Middle School Ave NW as laid out in the CITY OF BEMIDJI PLAT No. 4 as on file with the Office of the Recorder of said Beltrami County; thence North 89 degrees 52 minutes 27 seconds West on said southerly Right-of-Way line of 23rd Street NW, a distance of 98.27 feet to the point of beginning; thence South 36 degrees 57 minutes 13 seconds East, a distance of 25.13 feet thence South 83 degrees 05 minutes 49 seconds East, a distance of 32.48 feet; thence easterly 8.28 feet on a tangential curve concave to the south with a radius of 77.33 feet and a central angle of 6 degrees 07 minutes 52 seconds, and a chord that bears South 80 degrees 01 minutes 53 seconds East with a chord distance of 8.27 feet; thence southeasterly 49.11 feet on a non-tangential curve concave to the southwest with a radius of 40.83 feet and a central angle of 68 degrees 54 minutes 59 seconds, and a chord that bears South 42 degrees 30 minutes 27 seconds East with a chord distance of 46.20 feet; thence South 6 degrees 41 minutes 32 seconds East, a distance of 27.27 feet; thence North 83 degrees 28 minutes 15 seconds East, a distance of 7.93 feet to the westerly Right-of-Way of said Middle School Ave NW; thence South 0 degrees 20 minutes 01 seconds West on said westerly Right-of-Way line, a distance of 42.44 feet; thence North 72 degrees 22 minutes 24 seconds West, a distance of 425.28 feet to the southerly Right-of-Way line of said 23rd Street NW; thence South 89 degrees 52 minutes 27 seconds East on said southerly Right-of-Way line, a distance of 307.79 feet to the point of beginning.

Said easement area contains 22,884.26 square feet.



This easement grants to the LPA, the right of ingress and egress for the purpose of this project as stated above, so long as this easement shall remain in full force and effect. This easement does not change the current use of the subject parcel(s).

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with LPA use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the LPA by this instrument shall terminate upon completion of construction of said project, or in one year from the date of conveyance, whichever comes first. With reasonable access for finishing work the following year for grass re-seeding, clean-up, etc.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.**

**GRANTOR(S)**

Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota	
By, Its,	
Signature	Date

**WITNESS**

Name (Type or Print)	
Signature	Date

**ROW AGENT**

Name (Type or Print) Brian Wiesner	
Agency/Firm KLJ	
Signature	Date

**LPA APPROVAL**

Name (Type or Print)	
Title	
Signature	Date

## PERMANENT EASEMENT AGREEMENT

THIS INDENTURE is made this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between, Beltrami County, a political subdivision of the State of Minnesota, whose post office address is 701 Minnesota Ave NW Bemidji, MN 56601, (the “Grantor”), and the City of Bemidji, Minnesota, a municipal corporation and political subdivision of the State of Minnesota, whose post office address is 1351 5th Street NW, Bemidji, MN. 56601 (the “City”).

### RECITALS

WHEREAS, the City of Bemidji (the “City”) has created the Middle School Ave NW and Hannah Ave NW Street Reconstruction Project, a Street Improvement project (the “Project”); and the City must acquire certain real property interests for the purpose of constructing, operating, maintaining and repairing the Roadway & drainage for the Project.

WHEREAS, the Grantor has agreed to give, grant, convey, and relinquish unto the City a Permanent Easement, as more specifically described below, for the purpose of constructing, operating, maintaining and repairing the Roadway for the Project, subject to the terms and conditions contained in this Permanent Easement.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), the mutual covenants contained in this Permanent Easement, and other good and valuable considerations, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

### AGREEMENT

1. The Permanent Easement Property. The Grantor hereby gives, grants, conveys, and relinquishes unto the City, and the City’s officers, employees, agents, representatives, contractors, and invitees, a permanent and perpetual easement and right of way for the purpose of constructing, operating, maintaining and repairing the Roadway, and use of the necessary appurtenances to manage said drainage, and related improvements and appurtenances in, on, over, under, across, and through the following described tract or parcel of land located in the County of Beltrami and the State of Minnesota, and described as follows:

### Parcel 15 Permanent Easement

A permanent easement for roadway purposes over that part of Northwest Quarter of the Southeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 6; thence North 89 degrees 52 minutes 27 seconds West on the north line of said Southeast Quarter, a distance of 1366.11 feet; thence South 0 degrees 07 minutes 33 seconds West, a distance of 30.00 feet to the point of intersection of the southerly Right-of-Way line of 23<sup>rd</sup> Street with the westerly Right-of-Way line of Middle School Ave NW as laid out in the CITY OF BEMIDJI PLAT No. 4 as on file with the Office of the Recorder of said Beltrami County and the point of beginning; thence North 89 degrees 52 minutes 27 seconds West on said southerly Right-of-Way line of 23<sup>rd</sup> Street NW, a distance of 98.27 feet; thence South 36 degrees 57 minutes 13 seconds East, a distance of 25.13 feet; thence South 83 degrees 05 minutes 49 seconds East, a distance of 32.48 feet; thence easterly 8.28 feet on a tangential curve concave to the south with a radius of 77.33 feet and a central angle of 6 degrees 07 minutes 52 seconds, and a chord that bears South 80 degrees 01 minutes 53 seconds East with a chord distance of 8.27 feet; thence southeasterly 49.11 feet on a non-tangential curve concave to the southwest with a radius of 40.83 feet and a central angle of 68 degrees 54 minutes 59 seconds, and a chord that bears South 42 degrees 30 minutes 27 seconds East with a chord distance of 46.20 feet; thence South 6 degrees 41 minutes 32 seconds East, a distance of 27.27 feet; thence North 83 degrees 28 minutes 15 seconds East, a distance of 7.93 feet to the westerly Right-of-Way line of said Middle School Ave NW; thence North 0 degrees 20 minutes 01 seconds East on said westerly Right-of-Way line, a distance of 85.45 feet to the point of beginning.

Said easement area contains 3,081.28 square feet.

(AKA the "Permanent Easement Property").

2. **Permanent Easement Rights.** Under this Permanent Easement, the Grantor gives, grants, conveys, and relinquishes unto the City, and the City's officers, employees, agents, representatives, contractors, and invitees, this permanent and perpetual easement in, on, over, under, across, and through the Permanent Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, modifying, installing, operating, maintaining, repairing, replacing, improving, and/or removing the Roadway, and related improvements and appurtenances;

excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Permanent Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Permanent Easement Property. The City is not responsible for pre-existing environmental contamination or liabilities.

3. **Permanent Easement Runs With the Permanent Easement Property.** This Permanent Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Permanent Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon the Grantor's heirs, successors, and assigns.

4. **Property.** That there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Permanent Easement Property, or any portion of the Permanent Easement Property. The Grantor will release, hold harmless, defend, and indemnify the City and the City's officers, employees, agents, representatives, contractors, and invitees from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Permanent Easement Property.

5. **Taxes.** The Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Permanent Easement Property for all past, present, and future years. The City will not be responsible for payment of any real estate taxes or special assessments regarding the Permanent Easement Property.

6. **Grantor's Use of the Permanent Easement Property.** The Grantor has the right and privilege to use the Permanent Easement Property at any time, in any manner, and for any purpose that is consistent with the City's rights and privileges under this Permanent Easement. The Grantor will not use, or permit use of, the Permanent Easement Property in any manner that disrupts or interferes with the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project. The Grantor will promptly cease any activities and remove any structures or obstructions that interfere with the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project, when directed by the City, at the Grantor's sole cost. The Grantor will repair

or replace any of the City's structures, facilities, right of way, or any other property owned by the City damaged by the Grantor or as a result of the Grantor's use of the Permanent Easement Property, at the Grantor's sole cost.

7. **Encumbrances.** The Grantor will not encumber the Permanent Easement Property, or in any way disrupt or interfere with, the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project. The Grantor may mortgage the Permanent Easement Property, at the Grantor's sole discretion and without first obtaining the City's consent. If the Grantor rents or leases the Permanent Easement Property, any lessee's rights and uses are subject to this Permanent Easement, including the use restrictions described above; the Grantor will be fully responsible to the City for the Grantor's obligations under this Permanent Easement, including for any violations by any lessee.

8. **Waiver of Warranties.** The parties specifically agree neither the City, nor the City's officers, employees, agents, representatives, contractors, or invitees have made any representations or warranties in any way regarding the Project or the Grantor's ability to use the Permanent Easement Property following construction of the Project.

9. **Entire Agreement.** This Permanent Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Permanent Easement, and this Permanent Easement supersedes all other previous oral or written agreements between the parties.

**[Signatures appear on the following page.]**

IN WITNESS WHEREOF, the Grantor executed this Permanent Easement as of the Effective Date first written above.

**GRANTOR:**  
**Beltrami County, a political subdivision of the State of Minnesota**

By:

Its:

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of **Beltrami County, a political subdivision of the State of Minnesota**, known to me to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

(SEAL)

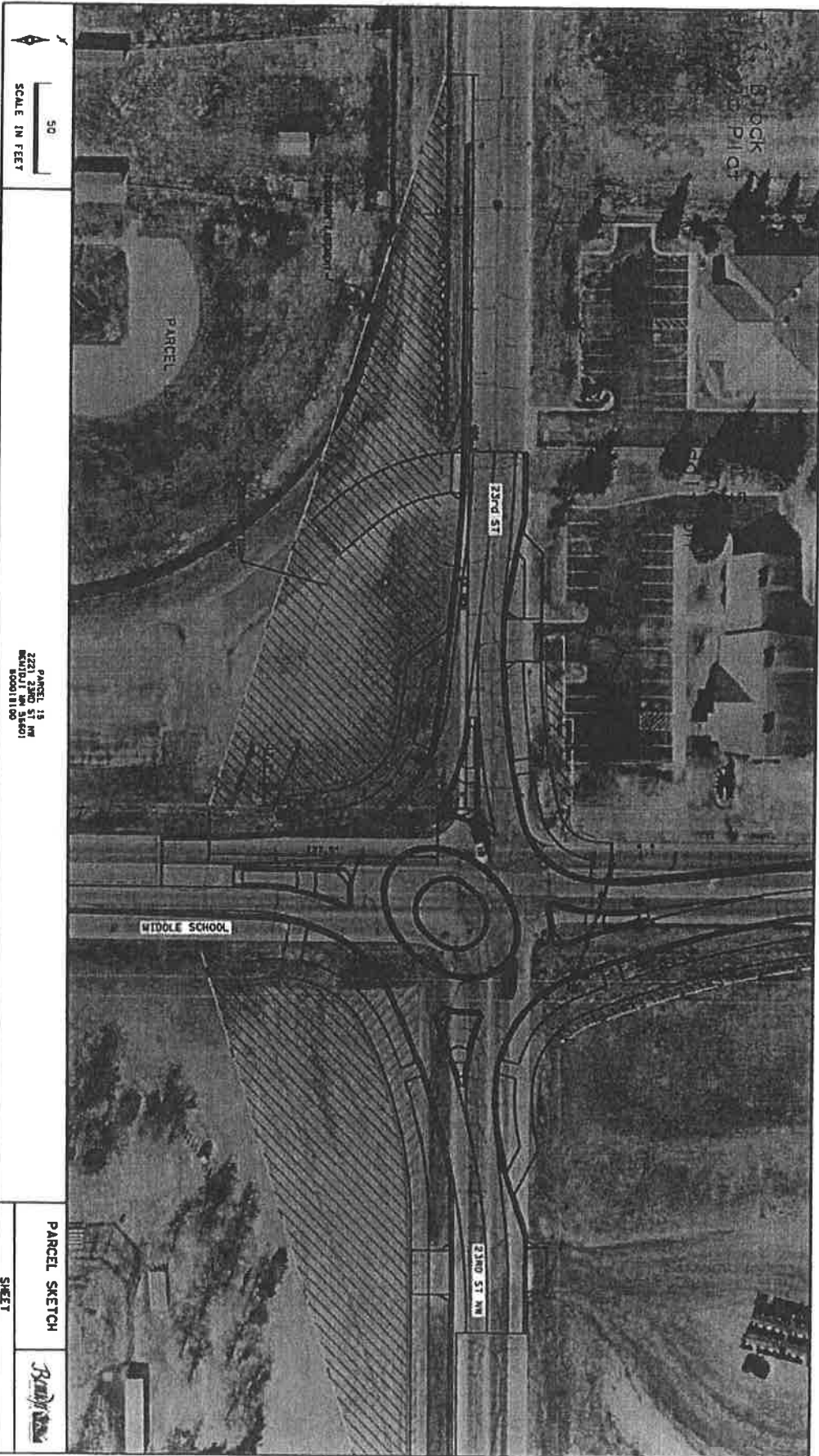
**THIS INSTRUMENT WAS DRAFTED BY:**

Brian Wiesner  
KLJ Engineering LLC  
300 23<sup>rd</sup> Avenue East, Suite 100  
West Fargo, ND. 58078  
701-271-2102 Direct  
701-429-1011 Cell

PARCEL 15: 800018100

PERMANENT EASEMENT = 308128 SQ FT

TEMPORARY EASEMENT = 2288426 SQ FT



PARCEL 19 NW  
2201 23RD ST NW  
800018100

PARCEL SKETCH

SHEET





**Meeting Date: March 4, 2025**  
**Beltrami County Commission**  
**Work Agenda**

**AGENDA BILL**

**SUBJECT:** Beltrami County Housing Trust Fund

**RECOMMENDATIONS:** Informational

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**DEPARTMENT OF ORIGIN:** Health and Human Services

**CONTACT PERSON:** Anne Lindseth, Director 218-333-4195

**DATE SUBMITTED:** 2/24/25

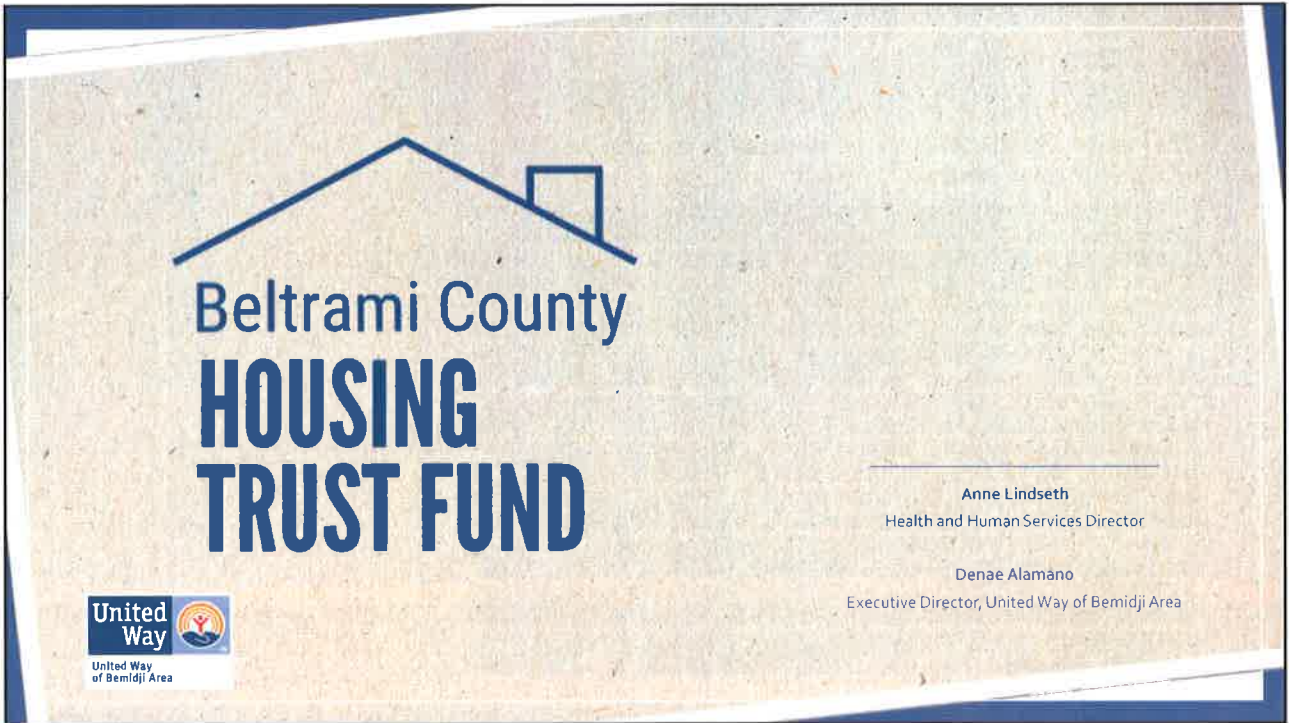
**CLEARANCES:** Tom Barry, County Administrator

**BUDGET IMPACT:** None

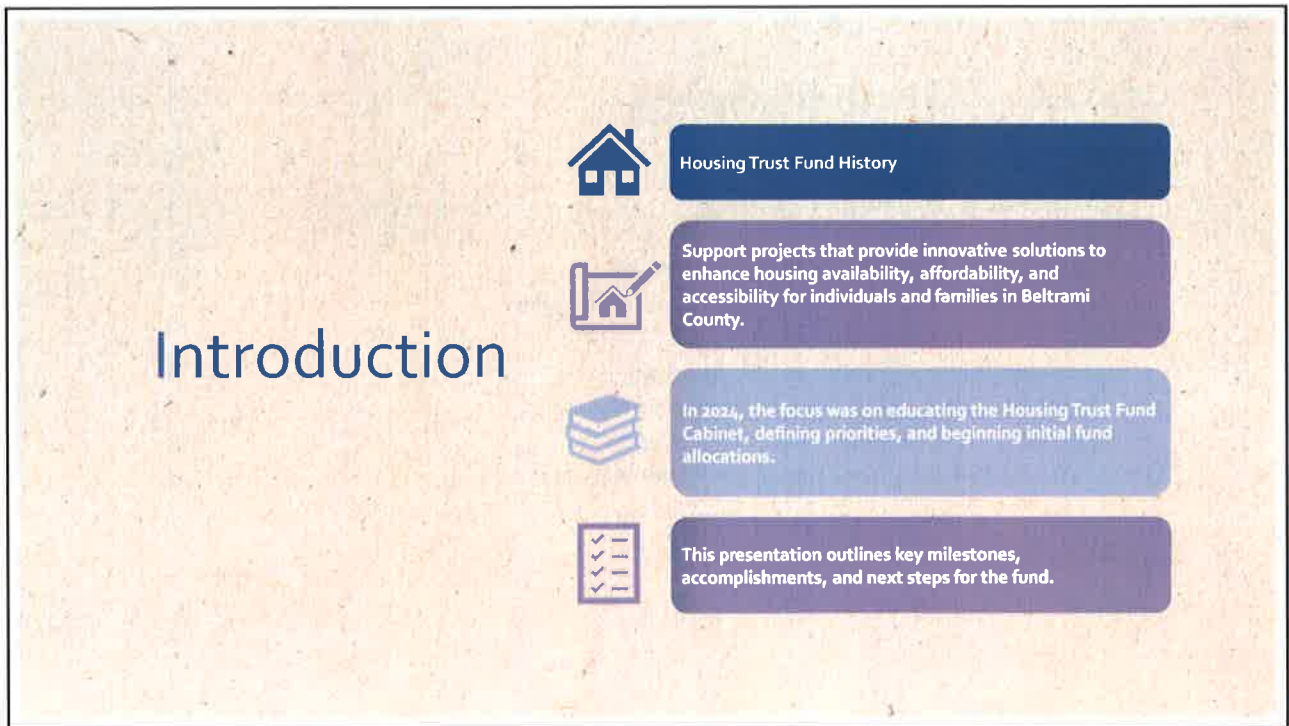
**EXHIBITS:** Power Point

**SUMMARY STATEMENT:** The Beltrami County Housing Trust Fund has completed its first year under the administration of the United Way of the Bemidji area. Staff from the United Way and Beltrami County HHS would like to provide an overview of accomplishments aimed toward growth in addressing housing challenges throughout Beltrami County.





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## Housing Trust Fund Cabinet

The Housing Trust Fund Cabinet was assembled to ensure diverse representation and expertise in fund allocation. Members include:

Joe Gould, County Commissioner

Anne Lindseth, County Health and Human Services Director

Denae Alamano, United Way of Bemidji Area Director

Carl Johnson, Commercial Banker

Megan Steigauf, United Way Board Member

Mike Strodman, Landlord Representative

Daryl Lundberg, Outlying County Representative

Merci White, County Staff Representative

Tom Tessier, Project Manager

Halen Groenke, United Way Liaison

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## Key Accomplishments

### Education & Strategic Planning:

Hosted informational sessions with housing experts:

- Cory Boushee, Northwest Minnesota Foundation, Northstar Neighbor
- Jeff Corey, One roof Community Housing
- Dave Hengel, Greater Bemidji Economic Development
- Sandy Hennum, Headwater Regional Development Commission
- Laurie Robertson, Bi-County Community Action Programs
- Tom Schuett, Peter Schuett, and Pete Nelson, Schuett Companies

Identified priority areas for funding.

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## Key Accomplishments Continued...

### Funds Allocation:

Allocated initial funds to two housing programs:

- St. Vincent de Paul, Hope in Bemidji Housing Program
- BI-CAP, Affordable Housing Program

Opened pre-applications for development projects, received six submissions.

### Community Engagement & Partnerships:

Collaborated with local agencies, developers, and stakeholders through the Beltrami County Housing Collaborative as our advisory committee.

Provided updates to the County Commissioners through county staff.

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## Pre-Application Process & Next Steps

### Pre-Application Review:

Six pre-applications were submitted and need review by the cabinet.

Selected applicants will be invited to submit full applications.

### Full Application & Allocation:

Applicants will submit detailed proposals for funding consideration.

The cabinet will evaluate and allocate or recommend development funds accordingly.

### Ongoing Monitoring & Reporting:

Continue tracking funded projects and their impact.

Provide regular updates to County Commissioners and stakeholders.

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## Funding Balance Update

- Principal Funds: \$1,257,002.10
- Interest Earned \$13,503.80
- Total in Housing Trust Funds as of 1/31/2025: \$1,270,505.90
- First allocations paid out 2/20/2025: \$49,500 to Housing Programs
- Updated Balance: \$1,221,005.90
- Pre-application in for the Local Housing Trust Fund Grants Program from the State of MN. The full application is due in March.
- Keeping an eye open for other funding avenues.

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## Conclusion

- The groundwork is completed.
- The future format of RFPs remains unknown.
- United Way in partnership with Beltrami County remains committed to transparency, collaboration, and strategic growth to address housing challenges in Beltrami County.

Together we can do more than any one of us can do alone.



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Meeting Date: March 4, 2025  
Beltrami County Commission  
Work Agenda

AGENDA BILL

**SUBJECT:** Beltrami County's Investment Portfolio

**RECOMMENDATIONS:** Receive information on Beltrami County's Investment Portfolio. No action needed.

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

**CONTACT PERSON:** JoDee Treat, Auditor-Treasurer 218-333-4175

**DATE SUBMITTED:** February 25, 2025

**CLEARANCES:** NA

**BUDGET IMPACT:** NA

**EXHIBITS:** NA

**SUMMARY STATEMENT:**

Presentation of Beltrami County's Investment Portfolio



Date: March 4, 2025  
Beltrami County Commission

WORK SESSION AGENDA BILL

**SUBJECT: 2025 Development Fund Grant Appropriation**

**RECOMMENDATIONS:** Discuss the Funding Awards for 2025

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**DEPARTMENT OF ORIGIN:** County Administrator

**CONTACT PERSON:** Tom Barry 333-4109

**DATE SUBMITTED:** February 26, 2025

**BUDGET IMPACT:** \$45,000

**ATTACHMENTS:**

- 1) 2025 Grant Application Packet (Previously Sent via email)
- 2) Development Fund Scoring Sheet

**SUMMARY STATEMENT:**

The County Development Fund is used to distribute revenue received by the County from the management of tax-forfeited land. State Statute sets the limits for the distribution formula and directs that funding must be used for activities that meet the definition for the promotion of tourism, agriculture and industrial development in the County. The County Board set aside \$45,000 for awards for 2025. Grant invitations were sent out on January 22<sup>nd</sup> and Grantees were given until February 21<sup>st</sup> to complete and submit applications. Staff distributed the complete Development Fund Grant Application Packet to the Board via email on February 25<sup>th</sup>. The Packet included the application made by each agency and the scoring sheet. The Board should come prepared to share their recommended allocations at the meeting.

**Development Fund Grant Applications  
- 2025**

	Requested 2025	Gaasvig	Gould	Winger	Sumner	Carlson	Average
Beltrami County Agriculture Association	\$53,500						\$0
Beltrami County Historical Society	\$2,364						\$0
Bemidji Area Chamber of Commerce	\$5,000						\$0
City of Bemidji	\$3,000						\$0
Blackduck Golf Course	\$440						\$0
Blackduck Area History & Art Center	\$1,200						\$0
Boys and Girls Club of Bemidji Area							
Friends of Bemidji State Park	\$5,340.00						\$0
Greater Bemidji	\$40,000						\$0
Watermark Art Center	\$2,000						\$0
	\$119,792	\$0	\$0	\$0	\$0	\$0	\$0

**Approved Funding \$ 45,000.00**  
Level - 2025