## PROPOSED AGENDA ITEM TITLE: Mellen quit claim deed

<table>
<thead>
<tr>
<th>TIMELY FILED</th>
<th>Yes ☑️ No ☐</th>
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<td>If No, justification</td>
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<tr>
<th>AGENDA DATE:</th>
<th>1/30/20</th>
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<tr>
<td>DEPARTMENT:</td>
<td>Admin</td>
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<tr>
<td>TIME NEEDED:</td>
<td>15 Minutes</td>
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</tbody>
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**RECOMMENDED AGENDA CATEGORY**  Regular agenda

If this is a Presentation, who is doing the Presentation?

Clark Schroeder

**CONTACT PERSON:** Clark Schroeder  
**TODAY’S DATE:** 1/24/20

**BRIEF BACKGROUND OR NOTE:**

See memo

**FILE(S) ATTACHED (List Here):** Memo, map, quit claim deed, other docs

**INSTRUCTIONS ONCE SIGNED:**

☐ No Additional Activity Required
☐ File with County Clerk
☐ Send Printed Copy to:
  Name:  
  Address:  
  City:  
  State:  
  Zip:  

☐ E-mail a Digital Copy to:
☐ Other Phone:

**Note:** Most signed documents are filed/recorded with the Clerk per standard process.

**Motion:**

1). Move to approve quit claim deed to the city of Mellen
2). Move to not approve quit claim deed to the city of Mellen
To: County Board  
From: Clark Schroeder, County Administrator  
Date: 1/30/20  
Concerning: Mellen deed restriction

The City of Mellen has been approached by Enbridge to purchase a property that the city owns for a possible rerouted pipeline. This piece of property was once owned by Ashland County and was sold to the City in 1992 with the intent of Mellen maintaining public purpose. A restriction was put into the deed that if the city no longer continues to maintain a public purpose, the land would revert back to the County. Enbridge has offered the city of Mellen $750,000 to purchase this parcel and an additional $3.25 million if the line ends up being installed on the property. The city of Mellen needs to produce clear title for any transaction to take place. In order to do this, Ashland County needs to give the City of Mellen a quit claim deed to clear the deed restriction for this property. The County has laid out a couple conditions for the issuing of a quit claim deed to the city. First, a trail license would have to be recorded for the North Country Trail. Second, the property will need to be available for public use. Third the City of Mellen would pay Ashland County $500,000 for the quit claim deed. If a sale of the property is complete, Enbridge will pay the City of Mellen an additional $500,000 for reimbursement of payment to the County.

If the County does not approve this quit claim deed, no sale of the property will happen and line 5 will go south of the City of Mellen. Mellen and the County will receive no compensation if the line goes south of the city. This vote is not about approving a reroute of line 5. The question is does the City of Mellen and Ashland County wish to receive money regardless if a
line is built or not. Not approving this quit claim deed will not affect line 5 one way or another, it will only determine if Mellen/Ashland County will receive any money. By voting for this quit claim deed, Ashland County will receive the $500,000 regardless if the line is built or not, or goes south of Mellen. According to Enbridge, delaying, tabling, or not voting on the quit claim deed on January 30th will be force the company to go south of Mellen and no money will change hands.

During the permitting process for either replacing the line or rerouting the line, there will be a public comment period for the County and citizens to give comments to the DNR regarding possible harms to the environment. We will offer the County Board time to submit comments as a board during this permitting process.

**Motions**

**Move to approve quit claim deed to the city of Mellen**

**Move to not approve quit claim deed to the city of Mellen.**

Regards

Clark Schroeder County Administrator
Line 5 proposed northern relocation route
Line 5 proposed southern relocation route
A RESOLUTION AUTHORIZING ISSUANCE OF A QUIT CLAIM DEED TO THE CITY OF MELLEN

WHEREAS, Tri-State Holdings, LLC (“Enbridge”) has entered into a purchase agreement (the “Purchase Agreement”) with the City of Mellen to purchase a parcel of property described in the attached Exhibit A for the purpose of constructing its Line 5 pipeline, and

WHEREAS, the City of Mellen originally obtained its ownership interest in said parcel from Ashland County, and

WHEREAS, the conveyance of said parcel from Ashland County to the City of Mellen contained a deed restriction that ownership of said parcel would revert back to Ashland County in the event that it was no longer used for a public purpose, and

WHEREAS, the Purchase Agreement provides that Enbridge will enter into an irrevocable license to allow the North Country Trail Association to continue to allow public recreational access to the existing trail corridor, and

WHEREAS, the Purchase Agreement also provides that the non-trail portion of said parcel shall remain open to public use, and

WHEREAS, Enbridge has agreed to pay the City of Mellen an additional $500,000.00, which the City of Mellen has agreed to pay to Ashland County in exchange for a quit claim deed over said parcel so that the City of Mellen can transfer the property to Enbridge without any title restrictions.

THEREFORE BE IT RESOLVED, that the Ashland County Board of Supervisors hereby approves the issuance of a quit claim deed to the City of Mellen for the property described in the attached Exhibit A in exchange for the payment of $500,000.00.

Signed at the City of Ashland, Wisconsin on this 30th day of January, 2020.

__________________________
Richard Pufall, County Board Chair

__________________________
Heather Schutte, Ashland County Clerk
EXHIBIT A

All that part of a strip or parcel of land lying in Township Forty-five (45) North, Range Two (2) West, Section Thirty-two (32), the Southwest Quarter of the Northwest Quarter (SW ¼-NW ¼) thereof, bounded by the following described lines:

Beginning on the north-south ¼ line 532.0 feet north of the west ¼ corner of said Section 32, thence N. 74° - 35’ – 30” E. 623.0 feet, thence N. 0° - 14’ E. 226.0 feet, thence S. 89° - 46’ E. 100.0 feet, thence S. 0° - 14’ W. 302.0 feet, thence S. 74° - 35’ – 30” W. to the easterly right of way limits of present laid out and travelled C.T.H. “K.” thence southwesterly along said easterly right of way limits to east-west ¼ line of said Section 32, thence westerly along said east-west ¼ line to the northeasterly bank of the Bad River; thence along said easterly bank of the Bad River to the aforementioned north-south ¼ line of Section 32, thence north along said north-south ¼ line to the place of beginning.
This document creates a license for a recreational trail right of way.

The Grantor is Tri-State Holdings, LLC, a Michigan limited liability company.

The Grantee is the North Country Trail Association, Inc., a National Not-for-Profit Corporation, qualified under Section 501(c)(3) and 170 of the Internal Revenue Code, incorporated under the laws of the State of Michigan, with offices at 229 E. Main Street, Lowell, Michigan 49331 (“NCTA”).

The real property that is the subject of this agreement, is owned by the Grantor and located in Ashland County, Wisconsin (“Grantor’s Property”). The legal descriptions of the parcels that comprise Grantor’s Property are as follows:

The legal description for parcel 251-00016-0500 is in the attached Deed, Exhibit A.

The legal description for parcel 251-00019-0400 is in the attached Deeds, Exhibits B-1 and B-2.

The legal description for parcel 251-00019-0200 is in the attached Deed, Exhibit C.

Grantor is granting to NCTA a non-transferable, perpetual license to use that portion of Grantor’s Property known as the “Trail Corridor” or TC. The TC is a fifty-foot strip of land, twenty-five feet on either side of 37 straight lines connecting the GPS coordinates for 38 metal stakes that were left below grade in the ground. The 37 lines are further described as follows:

00. Starting on the shoulder of Butler Road at a GPS point located at N46° 19.764' W90° 39.107'
01. thence approximately 033' on a bearing of 269° to a GPS point at N46° 19.763' W90° 39.115'
02. thence approximately 033' on a bearing of 351° to a GPS point at N46° 19.768' W90° 39.116'
03. thence approximately 050' on a bearing of 005° to a GPS point at N46° 19.776' W90° 39.115'
04. thence approximately 080' on a bearing of 003° to a GPS point at N46° 19.797' W90° 39.120'
05. thence approximately 072' on a bearing of 329° to a GPS point at N46° 19.807' W90° 39.129'
06. thence approximately 132' on a bearing of 319° to a GPS point at N46° 19.824' W90° 39.149'
07. thence approximately 101' on a bearing of 332° to a GPS point at N46° 19.839' W90° 39.160'
08. thence approximately 080' on a bearing of 334° to a GPS point at N46° 19.850' W90° 39.169'
09. thence approximately 080' on a bearing of 334° to a GPS point at N46° 19.850' W90° 39.169'
10. thence approximately 037' on a bearing of 304° to a GPS point at N46° 19.854' W90° 39.176'
11. thence approximately 044' on a bearing of 305° to a GPS point at N46° 19.858' W90° 39.185'
12. thence approximately 117' on a bearing of 333° to a GPS point at N46° 19.875' W90° 39.197'
13. thence approximately 063' on a bearing of 355° to a GPS point at N46° 19.885' W90° 39.199'
14. thence approximately 043' on a bearing of 354° to a GPS point at N46° 19.892' W90° 39.200'
15. thence approximately 072' on a bearing of 345° to a GPS point at N46° 19.903' W90° 39.204'
16. thence approximately 096' on a bearing of 006° to a GPS point at N46° 19.919' W90° 39.201'
17. thence approximately 314' on a bearing of 358° to a GPS point at N46° 19.970' W90° 39.204'
18. thence approximately 148' on a bearing of 006° to a GPS point at N46° 19.994' W90° 39.200'
This route has been known as the Mellen Hike and Bike Trail and it is represented in the attached map, Exhibit D. The TC does not include any land that is not owned by the Grantor on the date this agreement is signed (specifically parcels 018-01295-400 and 018-01295-0200), any portion of a road or highway right-of-way, or any land where the Grantor does not have legal authority to grant a license. If the TC becomes unusable, Grantor and NCTA hereby agree to use reasonable efforts to relocate the TC to a place that is consistent with the intent of this agreement.

The purpose of this agreement is to enhance hiking and recreational opportunities for the public by permanently protecting a safe and attractive section of the regional trail known as the North Country National Scenic Trail. The trail allowed by this agreement will be four feet wide and eight feet wide within the TC.

In consideration of the foregoing Recitals and for $1 and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, the parties agree as follows:

1. **Use of Property.** Grantor hereby grants NCTA, for the benefit of the public, a perpetual license to use the TC being that portion of the Grantor’s Property described above solely for the purposes set forth herein.

2. **Purposes, Conditions, Restrictions, Reserved Rights.**
   a. The TC is established for quiet, non-motorized, passive recreational trail purposes, such as walking, hiking, jogging, running, skiing, and snowshoeing. Should any question arise regarding the propriety of a public use of the TC not listed above, either Grantor or NCTA shall have the right to regulate or restrict said use. In the event of disagreement between Grantor and NCTA, the more restrictive interpretation shall prevail; provided, however, that NCTA, in its sole discretion, shall have the right to regulate or restrict any uses, including those listed above, which NCTA determines to be unsafe or otherwise detrimental to the continued use and vitality of the North Country National Scenic Trail or the condition of the TC.

   b. The trail through the TC shall be indicated on the property by blue blazes or other standard markings. The trail and TC shall remain unpaved. The location of the TC on Grantor’s Property may be changed from time to time, with the written consent of both parties. Any such change shall be recorded with the Register of Deeds within Ashland County, Wisconsin. All costs in connection with such change shall be borne by the party that initiates the change.

   c. Within the TC, no structures shall be erected by NCTA, other than benches and signs, but other structures may be added with Grantor’s written consent, which consent may be withheld in Grantor’s sole discretion.
d. Grantor reserves the right to conduct all normal activities on, over, under, or across the TC, including, but not limited to, construction, operation, monitoring, maintenance, repair, replacement and removal (or abandonment in place) of an underground pipeline and above ground structures supporting the operation of said pipeline, provided that public access is maintained except as may be necessary for construction and maintenance and similar purposes. The parties agree that a driveway across the TC is not a "structure."

3. **Right to Suspend Trail Use; Maintenance of Trail Easement Area (TC).**
   a. NCTA or its designee, in its sole discretion, shall have the right to suspend public use of the TC from time-to-time.
   b. Grantor has no responsibilities for trail maintenance except to the extent necessary to repair damage caused by Grantor, nor does NCTA have such responsibilities except as needed for repair of damage caused by NCTA and the users of the TC.

4. **Assignment.** NCTA shall not assign this License without Grantor’s prior written consent, which consent may be withheld in Grantor’s sole discretion.

5. **Termination/Modification.** Grantor may terminate this License Agreement in the event of a material breach of the same by NCTA; provided, however, that Grantor will provide NCTA with 30 days’ written notice to NCTA of an intent to terminate identifying said breach(es) and provide NCTA with a reasonable period of time (not to exceed 30 days) to cure said breach(es). This section notwithstanding, Grantor agrees that it shall not take any action to unreasonably interfere with NCTA’s right to use the TC for the purposes intended hereby unless Grantor deems necessary for construction and/or maintenance purposes, recognizing that Grantor’s use is superior. If NCTA determines that the TC is no longer needed or desirable across Grantor’s Property, this License Agreement shall terminate and NCTA shall provide a written instrument signed by NCTA, fully acknowledged and recorded with the Register of Deeds within Ashland County, Wisconsin, memorializing such termination.

6. **Amendment.** This License Agreement may only be modified or amended by a written instrument executed by the parties (or their successors in interest) and recorded with the Register of Deeds within Ashland County, Wisconsin.

7. **Indemnity.** NCTA hereby agrees to indemnify and hold Grantor harmless, its employees and agents against any and all claims arising from this License Agreement or from NCTA’s use of the TC, except to the extent caused by the negligence or willful misconduct of the Grantor. Grantor hereby agrees to indemnify and hold NCTA harmless, its successors and assigns against any and all claims arising from this License Agreement or from NCTA’s use of the TC, except to the extent caused by the negligence or willful misconduct of NCTA.

8. **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF grantor(s) and grantee have set their hands.

TRI-STATE HOLDINGS, LLC

Dated____________________  By:____________________
STATE OF ________________
COUNTY OF ________________

Subscribed and sworn to on this __________ day of ________________, 2020, before me personally appeared _________, the ______________ of Tri-State Holdings, LLC, a Michigan limited liability company, on behalf of the company, to me known to be the person(s) described herein, and executed the foregoing instrument, and acknowledged to me that they executed the same.

________________________________________
Notary Public

________________________________________
(Type or print name of Notary)

NORTH COUNTRY TRAILS ASSOCIATION

Dated ________________

By __________________________

Andrea Ketchmark, Executive Director

STATE OF ________________
COUNTY OF ________________

Subscribed and sworn to on this __________ day of ________________, 2020, before me personally appeared Andrea Ketchmark, the Executive Director of North Country Trail Association, a national not-for-profit corporation under the laws of Michigan, on behalf of the corporation, to me known to be the person(s) described herein, and executed the foregoing instrument, and acknowledged to me that they executed the same.

________________________________________
Notary Public

________________________________________
(Type or print name of Notary)
All that part of a strip or parcel of land lying in Township forty-five (45) North, Range (1) Two (2) West, of the South Quarter of the North Quarter (SW1/4NW1/4) the east line, bounded by the following descriptions:

Beginning on a point on the north-south line 330.0 feet through Section 32, thence N 74°35' 30" E 623.0 feet, thence S 89°46' 10" E 100.0 feet, thence S 14' 30" W 56.0 feet to the east line of said Section 32, thence westerly along said east line to thence southwesterly along line of Section 32, thence southerly along said east line to the north line of Section 32, thence northerly along said north line to point of beginning.

This conveyance is continued to the land of Wisco and all or any part of the same shall not be subject to any lien or mortgage at the time of conveying said property, and the said plaintiff or plaintiff in equity, shall have forever a fee simple interest in and to said land and premises, and the said conveyance is made for the purpose of conveying to the said plaintiff or plaintiff in equity all and sundry persons and parties in interest.

This conveyance is made and given by the said plaintiff or plaintiff in equity to the said plaintiff or plaintiff in equity for the purpose of conveying to the said plaintiff or plaintiff in equity all and sundry persons and parties in interest.

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also, addition of coverages already on the blank • pl • Ay th A gh
is au ! n ur • nae appeared to be additional premium on other
coverages, so he could not see my savings to the City by
switching. Motion by Smith and second by MoClairs to continue
City insurance coverage with usau Insurance and Loo I
 Cure: rnmant Pr • operty Insurance Fund. Roll: 0:s>11 vote t !.; en - yes:
Motion carried.

Motion by Russo and second by McClaire to pay all I app
ved bills and accept report. Roll call vote: take n - yes: Chris I, J'okinen,
Lutz, McClaire, Misso, Smith. Motion carried.

Patio & Fire report by Russo, Motion by Christl and second by
Lutz - to accept report. Vots taken and motion carried.

Said th a he had seen a report from Wisconsin Central
Railroad employees on frozen and broken pipes up till in the
Well Clinic, which was serious enough to damage dows stairs.
Mail: ng tiles and sate the oar peting. Servio w-
ter 1?/X.tract1::1d ths watet'. However, there was no ide of
ram - cle pipes.

Park & Recreation report by Christi. Wee form 5 and rant
application for the hiking/biking trail have been subfitted.
Russo left at 7:25 p.m. Th Ashland County Land & Zorin
Committee has agreed to tran f t 1/2 ar s to the City for one
only with the stipulation that the land revert back to the
County if it is no longer used for the trail. Motion by Smith
and second by Lutz to the $1 3. Chri stl to x.tip resent the City at
superior Days in Madison on March 18-20. Vote taken and motion
carried. Lutz also suggested the City help finance promotion
materials from our area for Superior Days. Motion by Lutz and
second by MoClairs to accept report. Vote taken and motion
carried.

Building & Grounds report by Jokinen. He received a bid from
City Evenson fer constructing the handicap ramp for 3156.14 with
carte ting or 12759.36 without carpeting. The City w uld have to
move the overhead door and pour concrete approach. He also
thanked Claire Knutson for his work in drawing the r mp design,
notin by Lutz and second by Christi to accept the b- for no
more than $3156.14, to include car • pet. Roll call vote taken - yes:
Christi, Jokinen, Lutz, McClairs, Smith (Russo ab5ent),
Motion carried. Motion by Smith and second by McClaire to accept
report. Vote taken and motion carried.

Street & Alley report by MoCl aire. Th6 street crew s working on
the dump truck in ord r to meet 5tate standards. P king nd
sign w re disou &sd, particularly on Lak Oriv by the
Hani residence and Fotyette Str et. Motion by Chl.'is L s.nd second
ith to locate signs as discussed between Franoi Ferrando
an Ang lin Hnri r9sidenoe. Vote taken and mct 1 in carril cl.
ied to replace or epair br idg e was priefly di cussed.