

MEMORANDUM OF UNDERSTANDING
City of Baxter Project 4426

On this _____ day of _____, 2026, Diana L. Bean, a single person (“Owner”), who owns property located in the City of Baxter, County of Crow Wing, and State of Minnesota identified as Parcel Identification Number 40120697, did execute and deliver a conveyance of real estate rights, specifically a Temporary Construction Easement and Permanent Drainage & Utility Easement (“Easement”) to the City of Baxter (“City”).

This Memorandum of Understanding is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The City is engaged in the 2026 Mill & Overlay Improvements Project – City Project 4426, to make road improvements throughout the City on the following roadways:
 - Joneswood Circle in its entirety.
 - Joneswood Drive in its entirety.
 - Joshua Tree Circle in its entirety.
 - Joshua Tree Drive in its entirety.
 - Knotty Pine Drive (North of Marble Road).
 - Marble Road (West of Jasperwood Drive).
 - Cherrywood Drive (South of Excelsior Road).
 - Timberlane Drive in its entirety.
 - Park Street in its entirety.
 - Woodland Drive in its entirety.

(“Project”), adjacent to the Owner’s property. The City has identified the need for easements to facilitate the Project. The Owner understands that the acquired property rights are for use in connection with the construction of the Project.

2. That in full compensation for the conveyance of said property rights, the City shall pay the Owner the sum of \$2,250 for the Easement, seeding from personal landscaper and any resulting damages. Owner understands that payment by the City must await City Council approval.
3. In the event of a clerical error, Owner agrees to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and the Easement signed contemporaneously with this Memorandum of Understanding, and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

[Signatures on the following pages]

**CITY:
CITY OF BAXTER**

By: _____
Darrel Olson
Mayor

By: _____
Kelly Steele
Assistant City Administrator / City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF CROW WING)

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Darrel Olson and Kelly Steele to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Baxter, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

OWNER:

Diana L. Bean

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____ 2026, by
Diana L. Bean, a single person.

Notary Public

NOTARY STAMP OR SEAL

(Top 3 inches reserved for recording data)

**AFFIDAVIT OF IDENTITY AND SURVIVORSHIP FOR
JOINT TENANCY OR LIFE ESTATE**

**Minnesota Uniform Conveyancing Blanks
Form 50.2.2 (2017)**

State of Minnesota, County of Crow Wing

Name of Decedent: Rick Allen Bean

I, Diana Bean, 13831 Cherrywood Drive, Baxter, Minnesota 56425
(insert name and address of affiant)

being first duly sworn, on oath state from personal knowledge:

1. That Decedent is the person named in the certified copy of the Certificate of Death attached hereto and made a part hereof.
2. That the name(s) of the survivor(s) is/are: Diana Bean


3. That on the date of death, Decedent was an owner as a joint tenant/life tenant of the land legally described as follows:

Lot 7, Block One, FULLERTON'S ADDITION TO BAXTER, according to the recorded plat thereof on file in the Office of the County Recorder, Crow Wing County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens)

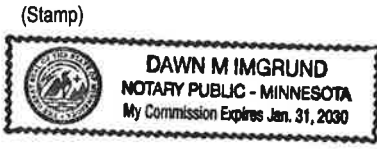
as shown by instrument recorded on August 6, 1996, as Document Number 499758 (or in Book _____
(month/day/year)
of _____ Page _____), in the Office of the County Recorder Registrar of Titles of Crow Wing
(check the applicable boxes)
County, Minnesota. (If filed with the Registrar of Titles, insert the Certificate of Title number _____.)

Affiant


(signature) Diana Bean

Signed and sworn to before me on June 1, 2020, by Diana Bean
(month/day/year)

(insert name of person making statement)



Dawn M. Imgrund
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Kennedy & Graven, Chartered (GLB)
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of person to whom tax statements should be sent)

Diana Bean
3831 Cherrywood Drive
Baxter, Minnesota 56425

**PERMANENT DRAINAGE & UTILITY EASEMENT
AND TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES**

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this 1st day of June, 2026, by Diana L. Bean, a single person (“Landowner”), to the City of Baxter, a Minnesota municipal corporation (“City”).

WHEREAS, Landowner owns real property situated within Crow Wing County, Minnesota, legally described as follows:

Lot 7, Block One, FULLERTON'S ADDITION TO BAXTER, according to the recorded plat thereof on file in the Office of the County Recorder, Crow Wing County, Minnesota.

PID: 40120697

(“Landowner’s Property”); and

WHEREAS, The City is undertaking a project to construct certain improvements located in the city of Baxter, Minnesota, to-wit: the 2026 Mill and Overlay Improvements Project, City Project Number 4426, which includes road improvements throughout the City and all purposes related thereto (the “**Project**”); and this Easement is required from Landowner for the Project.

NOW THEREFORE, Landowner in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, the following:

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey to the City, its successors and assigns, forever the following:

A permanent easement for drainage and utility purposes and all such purposes ancillary, incident or related thereto, including but not limited to construction, maintenance, improvement, repair and replacement, and restoration thereof, (“Permanent Easement”),

under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (“Permanent Easement Area”), both of which are attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, the construction, maintenance, repair and replacement of any sidewalk, trail, retaining wall, streetlight, hydrant, curb, gutter, drainage facility, utility, and all improvements ancillary, incident or related thereto, under, over and across the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the foregoing purposes.

TEMPORARY EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary easement for the purposes of construction, grading, sloping, restoration purposes, and all purposes ancillary thereto, together with the right to remove pavement, sidewalks, or other improvements or obstructions, trees, bushes, shrubs or other vegetation within the Temporary Easement (“Temporary Easement”), as well as the right to remove or deposit earthen materials within the Temporary Easement and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project under, over, across, through and upon the real property legally described on Exhibit A and depicted on Exhibit B (“Temporary Easement Area”), attached hereto and incorporated herein by reference. During construction, the City shall ensure that access to the Property is available at all times via at least one of the driveways that are currently located on the Property.

The Temporary Easement shall terminate on **September 25, 2026**.

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area and Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Project; and
- (b) To maintain the Permanent Easement Area and Temporary Easement Area, together with the right to excavate and refill ditches or trenches for the location of such sidewalk, trail, right-of-way, retaining wall, curb, gutter or other Project improvements; and
- (c) To remove from the Permanent Easement Area and Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the sidewalk, trail, right-of-way, retaining wall, streetlights, hydrants, curb, gutter or Project improvements and to deposit

earthen material in and upon the Permanent Easement Area and Temporary Easement Area; and

- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area and Temporary Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area, Temporary Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described above, the Permanent Easement Area and Temporary Easement Area described on Exhibit A and depicted on Exhibit B and have good right to grant and convey the Permanent Easement and Temporary Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

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

EXEMPT FROM STATE DEED TAX

[The remainder of this page was intentionally left blank.]

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREAS

PERMANENT DRAINAGE AND UTILITY EASEMENT AREA

A permanent easement for drainage and utility purposes over, under and across the following described property: The west 5.00 feet of Lot 7, Block One, FULLERTON'S ADDITION TO BAXTER, according to the recorded plat thereof on file in the Office of the County Recorder, Crow Wing County, Minnesota.

Subject to other easements, reservations or restrictions of record, if any.

TEMPORARY EASEMENT AREA

A temporary easement for construction purposes over, under and across the following described property: The west 15.00 feet of Lot 7, Block One, FULLERTON'S ADDITION TO BAXTER, according to the recorded plat thereof on file in the Office of the County Recorder, Crow Wing County, Minnesota. EXCEPT the west 5.00 feet thereof.

Subject to other easements, reservations or restrictions of record, if any.

