

**MEMORANDUM OF UNDERSTANDING**  
City of Baxter Project 4426

On this \_\_\_\_ day of \_\_\_\_\_, 2026, Christ Evangelical Lutheran Church of Baxter, a Minnesota nonprofit corporation, (“Owner”), who owns property located in the City of Baxter, County of Crow Wing, and State of Minnesota identified as Parcel Identification Number 40120927, did execute and deliver a conveyance of real estate rights, specifically a Temporary Construction 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 \$ 500 for the Easement 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]**





## TEMPORARY CONSTRUCTION EASEMENT

June THIS TEMPORARY CONSTRUCTION EASEMENT is made this 2<sup>nd</sup> day of June, 2026, by Christ Evangelical Lutheran Church of Baxter, a Minnesota nonprofit corporation, (the “**Grantor**”), in favor of the City of Baxter, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “**City**”).

### Recitals

A. Grantor is the owner of that certain real property located in Crow Wing County, Minnesota, legally described on the attached **Exhibit A** (the “**Property**”); and

B. 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.

C. The Grantor desires to grant to the City a certain temporary easement for construction purposes as hereinafter described in, over, under, across, and through a portion of the Property legally described on **Exhibit B** and depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Temporary Easement**”).

### Terms of Easement

1. Recitals. The above recitals are hereby incorporated into this Temporary Easement.
2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to the City a temporary easement for construction purposes in, over, under, across, and through the Easement Area.
3. Scope of Easement. The Temporary Easement granted herein includes the right of the City, its contractors, agents, employees, vehicles and equipment to enter upon the Easement Area at all reasonable times 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 Easement Area, as well as the right to remove or deposit earthen materials within the Easement Area and to move, store,

and remove equipment and supplies, and to perform any other work necessary and incident to the Project. During construction, the City shall ensure that access to the Property is available at all times.

4. Warranty of Title. The Grantor warrants it is the owner of the Property and have the right, title, and capacity to convey to the City the Temporary Easement granted herein.

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

6. Instrument Runs with the Land; Duration of Temporary Easement. The Temporary Easement shall run with the land. The Temporary Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the City and its successors and assigns until termination on **October 30, 2026**, at which time the Temporary Easement shall terminate automatically without further action by either party.

7. Restoration of the Easement Area. With respect to the Easement Area, the City or its contractors will restore the property affected by the work in accordance with the City's restoration plan. Restoration will be completed no later than the expiration date of this easement.

8. Miscellaneous. This Temporary Easement shall be governed by and construed in accordance with the laws of the State of Minnesota. The subject headings of the sections of this Temporary Easement are included for convenience only and shall not be used in the interpretation of this Instrument. This Instrument contains the entire terms of the respective easement granted by the Grantor and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever with respect to said easement.

STATE DEED TAX DUE HEREON: NONE

*{Remainder of Page Intentionally Left Blank; Signature Page to Follow}*



**EXHIBIT A**

Legal Description of the Property

Lot 1, Block 1, CHRIST LUTHERAN ADDITION TO BAXTER, according to the recorded plat thereof on file in the Office of the County Recorder, Crow Wing County, Minnesota

Crow Wing County PID: 40120927

**EXHIBIT B**  
Legal Description of Temporary Easement

A temporary easement for construction purposes over, under and across the following described property: That part of Lot 1, Block 1, CHRIST LUTHERAN ADDITION TO BAXTER, according to the recorded plat thereof on file in the Office of the County Recorder, Crow Wing County, Minnesota, Beginning at the east corner of Lot 8, 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; thence South 01 degree 14 minutes 35 seconds West, bearing based on the City of Baxter Coordinate Database, 15.01 feet along the westerly line of said Lot 1; thence North 89 degrees 08 minutes 24 seconds East 15.01 feet; thence North 01 degree 14 minutes 35 seconds East 15.01 feet to the northwesterly line of said Lot 1; thence South 89 degrees 08 minutes 24 seconds West 15.01 feet along said northwesterly line of Lot 1 to the point of beginning. Subject to other easements, reservations or restrictions of record, if any.

# EXHIBIT C

## Depiction of the Temporary Easement Area

