

MEMORANDUM OF UNDERSTANDING
City of Baxter Project 4041

On this 29th day of April, 2026, Miller Construction of Brainerd Lakes Area, LLP, a Minnesota limited liability partnership, ("Owner"), Owner of property located in the City of Baxter, County of Crow Wing, and State of Minnesota identified as Parcel Identification Number: 40110839, did execute and deliver a conveyance of real estate rights, specifically a Temporary Construction Easement ("Easement") to the City of Baxter ("City").

This agreement 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 2027 CSAH 48 Trail Connections Project – City Project 4140, to connect Marohn Road/Foley Road to Ashdale Lane, and connect Knollwood Drive to Isle Drive ("Project"), adjacent to the Owner's property. The City has identified the need for temporary and permanent easements to facilitate the trail and for grading purposes. 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 \$ 7,000.00 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, the Easement dated April 29, 2026 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

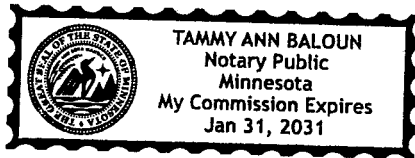
[Signatures on the following pages]

LANDOWNER: Miller Construction of Brainerd Lakes Area, LLP

Mike Miller
Name: Mike Miller
Title: Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me on 29th day of April, 2026, by Mike Miller, the Partner of Miller Construction of Brainerd Lakes Area, LLP, on behalf of Owner.



Tammy Baloun
Notary Public

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 29th day of April, 2026, by Miller Construction of Brainerd Lakes Area, LLP, a Minnesota limited liability partnership, (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 CSAH 48 Trail Project, which includes installation of a new trail and all purposes related thereto (the “Project”); and

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 **June 30, 2027**, 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

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EXHIBIT A
Legal Description of the Property

The South 418 feet of Government Lot Four, except the Westerly 790 feet thereof, Section 11, Township 133, Range 29, which lies westerly of Highland Scenic Drive (aka CSAH 48), Crow Wing County, Minnesota.

Crow Wing County PID: 40110839

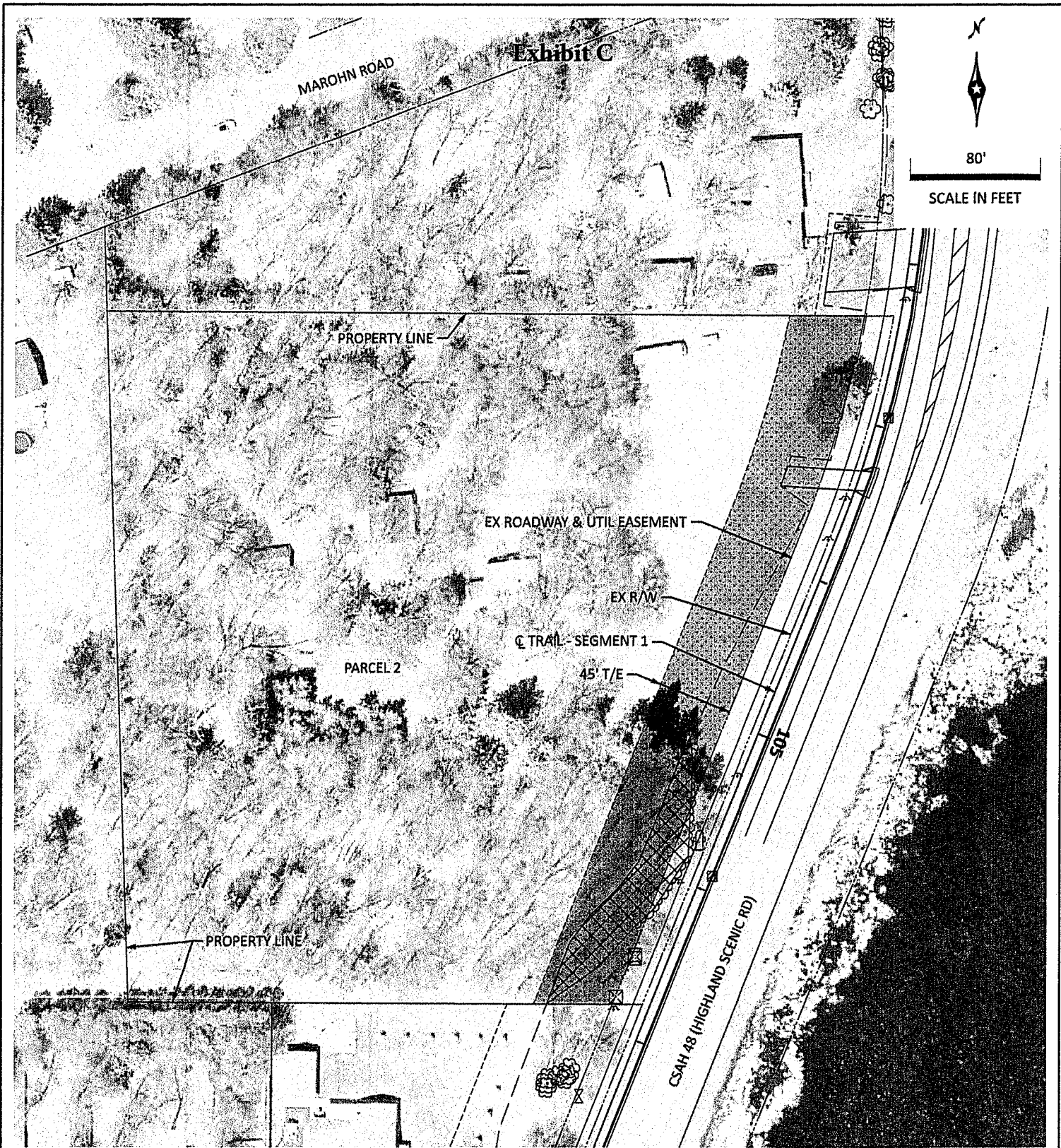
EXHIBIT B

Description of Temporary Construction Easement

A temporary easement for construction purposes over, under and across the easterly 95.00 feet of the following described land:

The South 418 feet of Government Lot Four, except the Westerly 790 feet thereof, Section 11, Township 133, Range 29, which lies westerly of Highland Scenic Drive (aka CSAH 48), Crow Wing County, Minnesota.

Excepting therefrom the easterly 50.00 feet described as a 50.00 foot roadway and utility easement in Document 426840.



LEGEND

- Construction Limits
- Existing Features
- Proposed Features
- XXXXXX Tree Removal
- ⊗ Tree Removal

AREAS (SQ FT)

PERMANENT EASEMENT	TEMPORARY EASEMENT
N/A	20,038

5353 Highland Scenic Rd (Miller Const. of Brainerd Lakes Area LLP)

PIN # 40110839

SP 230-090-003 / SP 018-070-024

PARCEL 2

4/14/2026

MEMORANDUM OF UNDERSTANDING

City of Baxter Project 4041

On this 29th day of April, 2026, Sherlynn Kretzman and Jerome Kretzman, spouses married to each other, ("Owner"), Owner of property located in the City of Baxter, County of Crow Wing, and State of Minnesota identified as Parcel Identification Number: 40140777, did execute and deliver a conveyance of real estate rights, specifically a Temporary Construction Easement ("Easement") to the City of Baxter ("City").

This agreement 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 2027 CSAH 48 Trail Connections Project – City Project 4140, to connect Marohn Road/Foley Road to Ashdale Lane, and connect Knollwood Drive to Isle Drive ("Project"), adjacent to the Owner's property. The City has identified the need for temporary and permanent easements to facilitate the trail and for grading purposes. 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 \$26,900.00 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, the Easement dated April 29, 2026 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

[Signatures on the following pages]

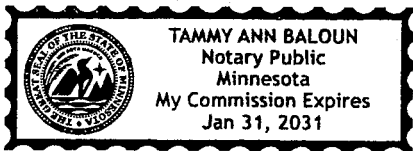
LANDOWNER:

Sherlynn Kretzman
Sherlynn Kretzman

Jerome Kretzman
Jerome Kretzman

STATE OF MINNESOTA)
) ss.
COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me on 29th day of April, 2026, by Sherlynn Kretzman and Jerome Kretzman, spouses married to each other.



Tammy Baloun
Notary Public

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 29th day of April, 2026, by Sherlynn Kretzman and Jerome Kretzman, spouses married to each other, (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 CSAH 48 Trail Project, which includes installation of a new trail and all purposes related thereto (the “Project”); and

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 **June 30, 2027**, 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

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GRANTOR:

Sherlynn Kretzman

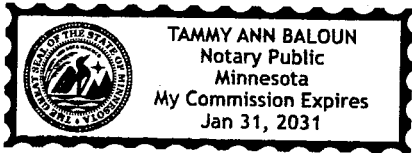
Sherlynn Kretzman

Jerome Kretzman

Jerome Kretzman

STATE OF MINNESOTA)
COUNTY OF Crow Wing) ss.

This instrument was acknowledged before me on this 29th day of April 2026, by Sherlynn Kretzman and Jerome Kretzman, spouses married to each other.



Tammy Baloun
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered (GLB)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
Legal Description of the Property

Lots 1 and 2, Block 1, FIRST SOUTHDALE ADDITION TO BAXTER, according to the recorded plat thereof, Crow Wing County, Minnesota.

Crow Wing County PID: 40140777

EXHIBIT B

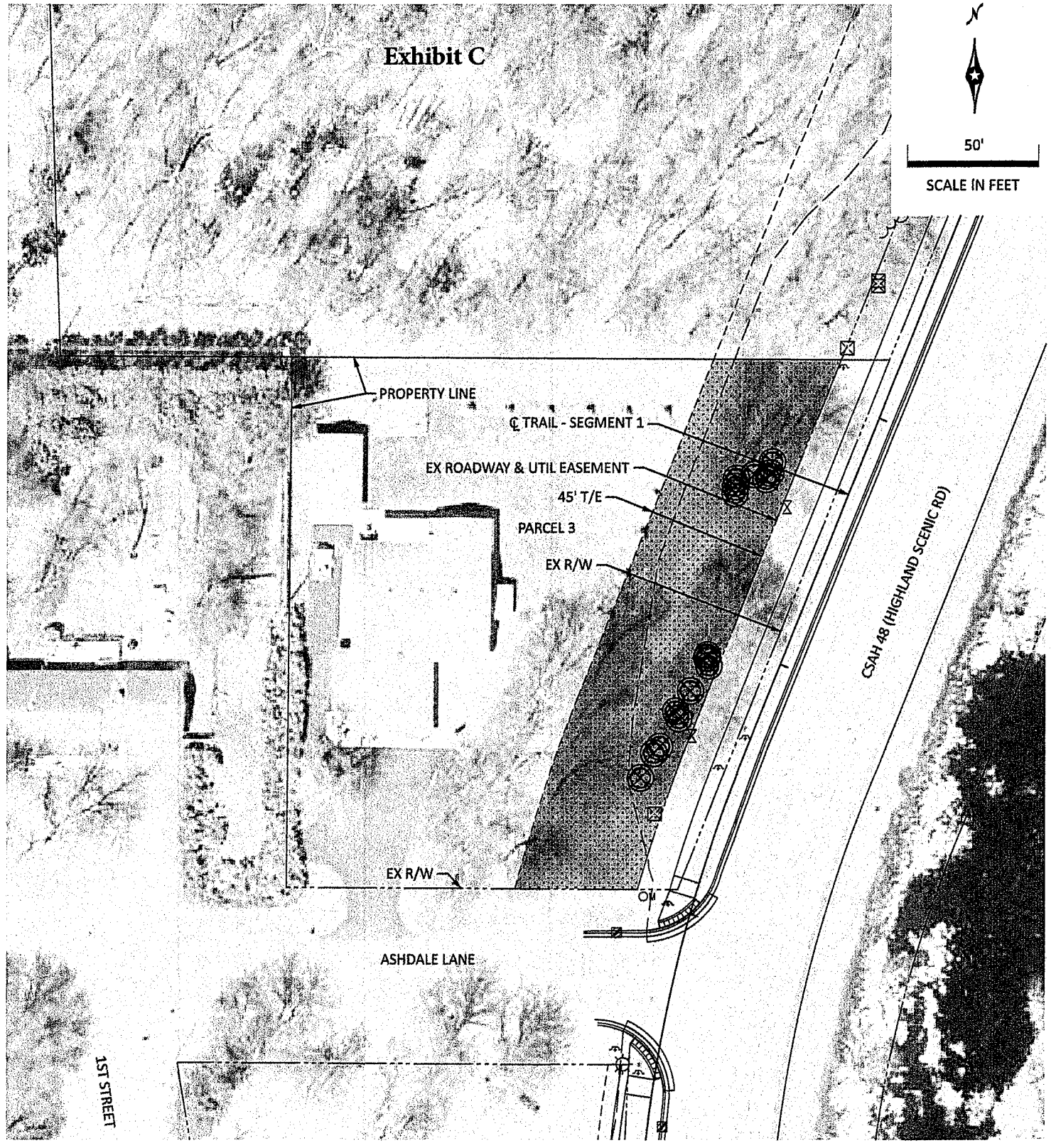
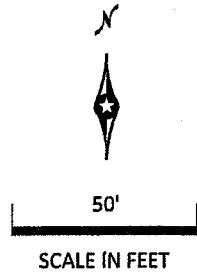
Description of Temporary Construction Easement

A temporary easement for construction purposes over, under and across Lots 1 and 2, Block 1, FIRST SOUTHDALE ADDITION TO BAXTER, according to the recorded plat thereof.

Said easement being the easterly 95.00 feet of said Lot 1.

Excepting therefrom the easterly 50.00 feet described as a 50.00 foot roadway and utility easement in Document 99241.

Exhibit C



LEGEND

- Construction Limits
- Existing Features
- Proposed Features
- XXXXXX Tree Removal
- ⊗ Tree Removal

AREAS (SQ FT)

PERMANENT EASEMENT	TEMPORARY EASEMENT
N/A	9,610

5424 Ashdale Lane (Jerome D & Sherlynn Kretzman)

PIN # 40140777

SP 230-090-003 / SP 018-070-024

PARCEL 3

4/15/2026

MEMORANDUM OF UNDERSTANDING

City of Baxter Project 4041

On this 29th day of April, 2026, by Colleen Woolie, a single person, ("Owner"), Owner of property located in the City of Baxter, County of Crow Wing, and State of Minnesota identified as Parcel Identification Number: 40130673, did execute and deliver a conveyance of real estate rights, specifically a Temporary Construction Easement ("Easement") to the City of Baxter ("City").

This agreement 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 2027 CSAH 48 Trail Connections Project – City Project 4140, to connect Marohn Road/Foley Road to Ashdale Lane, and connect Knollwood Drive to Isle Drive ("Project"), adjacent to the Owner's property. The City has identified the need for temporary and permanent easements to facilitate the trail and for grading purposes. 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 \$16,100.⁰⁰ 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, the Easement dated April 29, 2026 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

CW / EY / JS
There will be a 1 to 3 slope in the right of way.

[Signatures on the following pages]

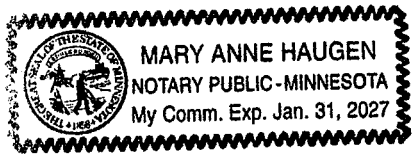
**CITY:
CITY OF BAXTER**

By: 
Darrel Olson
Mayor

By: 
Kelly Steele
Assistant City Administrator / City Clerk

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

On this 7th day of April, 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.



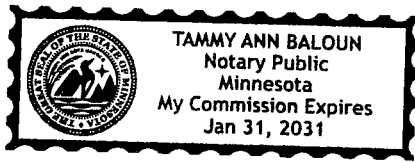

Notary Public

LANDOWNER:

Colleen Wroolie
Colleen Wroolie

STATE OF MINNESOTA)
) ss.
COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me on 29th day of April, 2026, by Colleen Wroolie, a single person.



Tammy Baloun
Notary Public

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 29th day of April, 2026, by Colleen Wroolie, a single person (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 CSAH 48 Trail Project, which includes installation of a new trail and all purposes related thereto (the “Project”); and

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 **June 30, 2027**, 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}

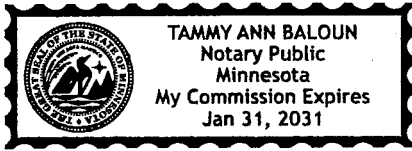
GRANTOR:

Colleen Wroolie

Colleen Wroolie

STATE OF MINNESOTA)
COUNTY OF Crow Wing) ss.

This instrument was acknowledged before me on this 29th day of April 2026, by Colleen Wroolie, a single person.



Tammy Baloun
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered (GLB)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Property

That part of the West Two Hundred (200) feet of Government Lot Four (4) Section Thirteen (13), Township One Hundred Thirty-three (133), Range Twenty-nine (29), lying South of County State Aid Highway No. 48 and lying North of the South Twenty (20) acres of said Lot Four (4).

Crow Wing County PID: 40130673

EXHIBIT B
Legal Description of Temporary Easement

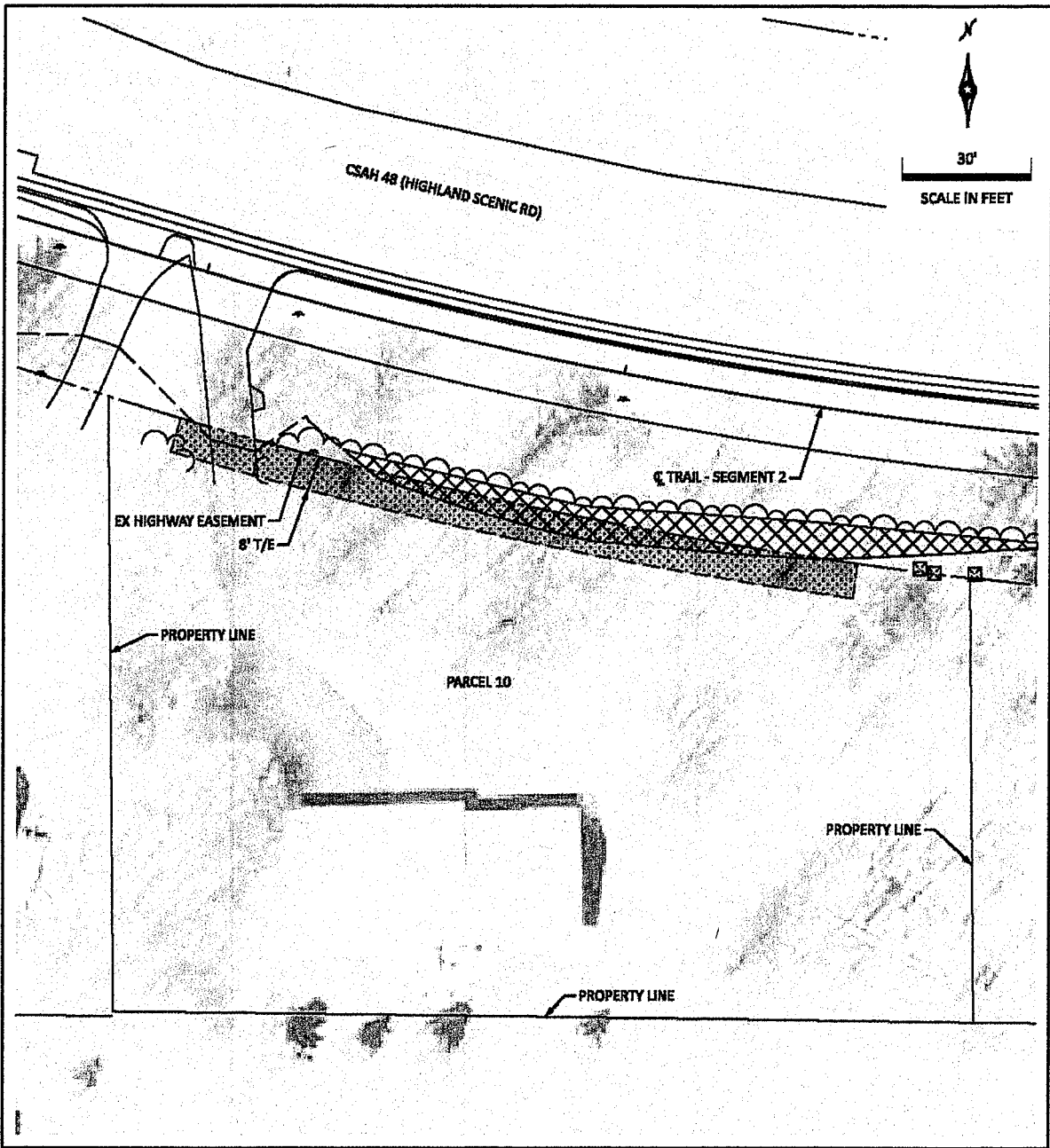
A temporary easement for construction purposes over, under and across that part of the following described parcel:

That part of the West Two Hundred (200) feet of Government Lot Four (4) Section Thirteen (13), Township One Hundred Thirty-three (133), Range Twenty-nine (29), lying South of County State Aid Highway No. 48 and lying North of the South Twenty (20) acres of said Lot Four (4).

Said temporary easement described as follows:

Commencing at the intersection of the west line of said west 200.00 feet of Government Lot 4 and the southerly line of a 60.00 foot highway easement for County State Aid Highway 48 as recorded in Document 251113 and Book 232 of Deeds, page 139; thence southwesterly along said southerly highway easement line a distance of 17.62 feet along a non-tangential curve concave to the northeast, having a radius of 1101.74 feet, a central angle of 00 degrees 54 minutes 58 seconds, and chord that bears South 73 degrees 23 minutes 15 seconds East to the point of beginning of the land to be described; thence continuing southeasterly along said curve and said southerly highway easement line a distance of 161.05 feet; thence South 07 degrees 46 minutes 44 seconds West not tangent to last described curve a distance of 8.00 feet; thence northwesterly a distance of 162.22 feet along a non-tangential curve concave to the northeast, having a radius of 1109.74 feet, a central angle of 08 degrees 22 minutes 32 seconds, and a chord that bears North 78 degrees 02 minutes 00 seconds East; thence North 16 degrees 09 minutes 16 seconds East a distance of 8.00 feet to the point of beginning.

EXHIBIT C
Depiction of the Temporary Easement Area



LEGEND		AREAS (SQ. FT)	
-----	Construction Limits	XXXXXX	Tree Removal
_____	Existing Features	⊗	Tree Removal
_____	Proposed Features		
		PERMANENT EASEMENT	TEMPORARY EASEMENT
		N/A	1,294

6069 Highland Scenic Road (Colleen M Wroolie)
 PIN # 40130673
 SP 230-090-003 / SP 018-070-024

PARCEL 10 **3/9/2026**