

TEMPORARY MATERIAL STORAGE AND STAGING AREA LEASE
SITE ADDRESS: 15042 Inglewood Drive, Baxter, MN 56425
CITY PROJECT 4068

THIS AGREEMENT made this 18th day of May 2026, between the City of Baxter, a municipal corporation, hereinafter called "Lessor", and R.L. LARSON EXCAVATING, INC., a Minnesota corporation, hereinafter called "Contractor".

WITNESSETH:

That Lessor, does hereby lease to Contractor, its employees, assigns and subcontractors, and Contractor does hereby accept from Lessor that certain Real Estate within the County of Crow Wing, State of Minnesota, described as follows:

That portion of the real property identified on attached Figure No. 1 of the North Water Tower Site located at 15042 Inglewood Drive, Baxter, MN 56401, hereinafter called "Site".

This Site will be used for the following:

1. stockpiling of bituminous pavement, concrete, topsoil, excavated project site materials;
2. storage of pipe, hydrants, water and sewer accessories, manholes, and other supplies;
3. storage of Contractor's equipment and miscellaneous materials;
4. screening operations for topsoil; and
5. crushing operations to crush materials removed from Site for reuse as aggregate materials

All items above must be part of the construction of the City's 2026 Clearwater Road, North Lynndale & Brentwood Circle Street & Utility Improvements project – City Project 4068, hereinafter called the "Project". The rights granted herein do not allow Contractor to use the Site for any use or materials not associated with the Project.

No payment will be made to Lessor by Contractor for any necessary work at this site.

The initial term of this Agreement shall be for **13** months beginning **May 18, 2026**, and ending **June 18, 2027**, with parties having the option to mutually extend the Lease period an additional 30 days, or as needed to complete the Project. Any such extension beyond June 18, 2027 must be by mutual agreement between the parties and in writing. Contractor shall accept the leased Site in the condition "as is" and upon the termination hereof surrender the Site in substantially the same condition in which it was at the beginning of Contractor 's occupancy thereof.

Contractor agrees to restore all damages to landscaping, roads and driveways, fences, turf restoration (per Figure 2) at the Site caused by the exercise of the lease rights granted herein. Failure of Contractor to restore the Site upon expiration of this lease agreement shall result in the City billing all reasonable costs for such to Contractor, and Contractor agrees to pay said bill.

The conditions for use of the Site are as follows:

1. Access to the Site per the proposed drawing (Figure 1).
2. Perimeter control, including leaving a 15' vegetated buffer from edge of trees and silt fence.
3. Maintain gravel area to north of paved access road as needed.
4. Sweeping of access road on a weekly basis, acknowledging this is not an item compensated under the bid item for Street Sweeping)
5. Turf Restoration of disturbed area per Figure 2. (include RFM, soil additive, seed, etc.)
6. Contractor to use water during crushing operations to minimize dust.
7. Contractor shall not release any hazardous substances, petroleum, pollutants, or other contaminants on the Site. Any and all costs, including attorneys' fees, for the cost, expense, demand, penalties, or obligations for the remediation of the release of any hazardous substances,

petroleum, pollutants, or other contaminants on the Site will be the responsibility of the Contractor, and Contractor agrees to pay such fees, costs and expenses.

Contractor shall defend and indemnify Lessor for any injuries or damages sustained by Contractor's employees, assigns or subcontractors on the Site.

Either party has the right to terminate this agreement upon 20 days written notice to the other party. Regardless of termination date, Contractor agrees to restore all damages to landscaping, roads and driveways, fences, turf restoration (per Figure 2) at the Site caused by the exercise of the lease rights granted herein. Failure of Contractor to restore the Site upon termination of this lease agreement shall result in the City billing all reasonable costs for such to Contractor, and Contractor agrees to pay said bill.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

LESSOR

CITY OF BAXTER

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

R.L. LARSON EXCAVATING, INC.

By: Wade Larson _____

Name: _____

Title: President _____