

LIMITED USE AGREEMENT

THIS LIMITED USE AGREEMENT ("Agreement") is made and entered into on this 23 day of Sept., 2026 (the "Effective Date") by and between the City of Baxter, a Minnesota municipal corporation hereinafter referred to as the "City" and Crow Wing Cooperative Power and Light Company, a Minnesota cooperative within the meaning of and subject to Minnesota Statutes Chapter 308A, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the City is the owner of:

North Half of the Northeast Quarter except Railroad Right of Way AND the Southwest Quarter of the Northeast Quarter, all in Section 15, Township 133, Range 29.

Which has been assigned Crow Wing County Parcel Identification number 40150531 ("City Property").

WHEREAS, adjacent to the City Property is a platted but unimproved roadway named Janesville Road, which was dedicated to the public in RYAN ADDITION TO BAXTER plat, recorded on October 2, 2024 with the Crow Wing County Recorder as Document Number 1001676. A copy of said plat is attached hereto as Exhibit A; and

WHEREAS, the Developer wishes to utilize Janesville Road to access its property, legally described as Outlot A, Second Potlatch Addition to Baxter ("Developer's Property"); and

WHEREAS, the City's Utility Commission approved the Developer's request to use Janesville Road to access Developer's Property pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City agrees to allow Developer to use Janesville Road to access Developer's Property pursuant to the terms and conditions of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize the understanding and duties of the Parties for the Developer's use of the platted but unimproved Janesville Road; and

NOW, THEREFORE, it is stipulated and agreed by and between the parties hereto as follows:

1. **Term.** Developer will install and maintain road improvements on publicly dedicated Janesville Road right-of-way ("Janesville Road ROW"). The design and location of said improvements shall be as set forth in the attached **Exhibit B** ("Improvements").

Said Improvements shall be maintained solely by Developer until removal is directed by the City per Paragraph 3 of this Agreement "Termination" or until otherwise provided in this Agreement. Nothing shall be placed within City right of way other than as depicted on said Exhibits or as otherwise approved by the City.

2. **Maintenance.** Developer shall, at all times, keep and maintain the Improvements described in **Exhibit B** in a good state of repair and agrees to indemnify and hold harmless the City, its officers, agents and employees from any claim for personal injury, property damage or death occasioned by the location or maintenance of the Improvements on the Janesville Road ROW. Developer shall, at all times ensure the Improvements are in compliance with applicable state and federal regulations including but not limited to the Americans with Disabilities Act. Developer also waives and releases the City from any claims which Developer may have against the City for damage to the Improvements resulting from activities conducted by the City on the Janesville Road ROW except for such negligence or willful acts of the City which cause damage to the Improvements for which the City would be (according to then applicable municipal or state laws) otherwise liable to similarly suited property owners. Nothing in this agreement shall be construed as a waiver by the City of any immunity, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the minimum monetary amounts on liability established by Minnesota Statutes Chapter 466.

3. **Termination.**

- a. **Termination Period.** The City may terminate this Agreement at any time, for good cause as determined by the City Council, by giving the Developer a 180-day written notice of termination. Any such termination within 5 years of the Effective Date must be in conjunction with improvements of Janesville Road ROW including but not limited to the area of the Improvements. Developer hereby releases and waives any claim, which it may have for damages, resulting from the termination of this Agreement including the impact that the removal of the Improvements may have on the Developer or on its ability to legally continue. The Developer also indemnifies and holds the City harmless from any 3rd party claims in the event of termination of this Agreement. Upon receipt of termination as outlined in this paragraph, City may, at its sole discretion, require removal of the Improvements from the Janesville Road ROW at the sole cost of the Developer. Upon demand for removal of the Improvements, such removal shall be made by Developer within the 180-day notice period as outlined in this paragraph. If the Improvements are not removed timely, the City may remove the Improvements and assess the cost in the form of a lien against Developer's Property and may levy a special assessment in the manner provide by Minnesota Statutes Chapter 429. Developer acknowledges that the removal of the Improvements from the Janesville Road ROW shall constitute a benefit to the Developer's Property for the purposes of Minnesota Statutes Chapter 429; provided, that the removal deadline shall be tolled during any period of frozen ground, spring load restrictions, or other seasonal conditions that make removal impracticable or unlawful, and in all events shall be extended up to an aggregate

of 120 days to allow for safe, compliant removal.

4. **Successors and Assigns.** This Agreement may not be assigned to any successor or assign of the Developer without the prior written consent of the City.
5. **City-Caused Damage; Restoration.** If the City or its contractors damage the Improvements through their activities on or adjacent to the Janesville Road ROW, the City shall, at its cost, repair or restore the Improvements to their pre-damage condition within a commercially reasonable time. This obligation does not apply to ordinary wear from authorized public use. Nothing herein waives the City's immunities and liability limits under Minnesota Statutes Chapter 466.
6. **Utilities; Corridor Rights; Relocation Costs.**
 - a. **Utility Corridor.** The City acknowledges that Developer may install, within the platted 10-foot drainage and utility easement adjacent to Janesville Road underground or overhead utilities serving Developer's facilities, including electric, communications, and related appurtenances, as depicted in Exhibit B or otherwise approved by the City in writing.
 - b. **Reservation and Coordination.** The parties shall coordinate to reserve adequate utility corridors within the platted 10-foot drainage and utility easement adjacent to Janesville Road in conformance with City standards. Any future relocation requested by the City for City convenience or projects shall be at the City's cost; relocations required to Developer changes shall be at Developer's cost.
 - c. **Protection.** The City and its contractors shall take reasonable measure to avoid damage to Developer's utilities and, if damages, promptly repair or reimburse Developer for repair, subject to Minnesota Statutes Chapter 466.
7. **Recording.** The City, at the Developer's sole cost and expense, shall properly record this Agreement with the Crow Wing County Recorder or Registrar of Titles.
8. **Vegetative management.** This Agreement does not give Developer authority to remove any trees or vegetation from the Janesville Road ROW.

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

CITY OF BAXTER:

By: _____
Darrel Olson
Its Mayor

By: _____
Kelly Steele
Its Assistant City Administrator/Clerk

STATE OF MINNESOTA)
)ss
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Darrel Olson and Kelly Steele, the Mayor and Asst. City Administrator/Clerk, respectively, of the City of Baxter, a Minnesota Municipal corporation on behalf of the City.

Notary Public

DEVELOPER:

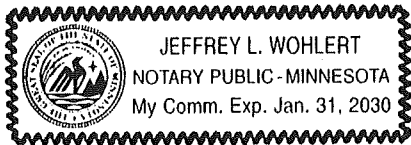
CROW WING COOPERATIVE POWER & LIGHT COMPANY

By: Eric Quale
Its: COO

STATE OF Minnesota)
COUNTY OF Crow Wing)

SS.

The foregoing instrument was acknowledged before me on this 23 day of September, 2026, by Eric Quale, the COO of Crow Wing Cooperative Power and Light Company, a Minnesota cooperative within the meaning of and subject to Minnesota Statutes Chapter 308A, on behalf of said cooperative.



Jeffrey L. Wohler
Notary Public

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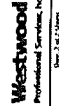


Exhibit B Depiction of Improvements

