

PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this 24th day of July (27/24), 2026, by Nancy A. Hansen and Daniel J. Fundingsland, spouses married to each other ("Landowner") to the City of Baxter, a Minnesota municipal corporation ("City"). The Landowner for and in good and valuable consideration, the information of future receipt whereof is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

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

Lot 9, 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: 40120695
Abstract Property

(the "Property").

PERMANENT EASEMENT DESCRIPTION

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

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto ("Permanent Easement") under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (the "Permanent Easement Area"), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and perpetual, and shall include the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water

drainage, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water drainage, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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 at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth, fencing and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and
- (e) To enter onto the Permanent Easement Area as needed in order to restore the Permanent Easement Area to its before condition, if needed.

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 or the Landowner's Property prior to the date hereof. The Landowner will have the same protections as described in this paragraph for said hazardous substances that may have existed prior to purchasing the property.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466. Nor will anything contained herein, be deemed a waiver of the Landowner's rights to legal representation, and overall fair treatment by City.

EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes, over, under and across the following described property:

The east 5.00 feet of Lot 9, 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.

PART OF LOT 9, BLOCK ONE, FULLERTON, S ADDITION TO BAXTER,
SECTION 12, TOWNSHIP 133, RANGE 29, CROW WING COUNTY, MINNESOTA

SKETCH AND DESCRIPTION

PART OF LOT 9, BLOCK ONE, FULLERTON, S ADDITION TO BAXTER,
SECTION 12, TOWNSHIP 133, RANGE 29, CROW WING COUNTY, MINNESOTA

