

## **PERMANENT ACCESS EASEMENT**

**THIS PERMANENT ACCESS EASEMENT AGREEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Kuepers Construction, Inc., a Minnesota corporation (“Landowner”), and the City of Baxter, a Minnesota municipal corporation (“City”).

### **PROPERTY DESCRIPTION**

Landowner owns real property in Crow Wing County, Minnesota, legally described as follows:

**Lot 1, Block 1, Timberline Heights Second Addition**

(the “Landowner’s Property”).

### **PERMANENT EASEMENT DESCRIPTION**

The Landowner, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the City, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns the following:

A permanent non-exclusive easement for the purpose of providing the City with reasonable access to the water distribution system which may be installed upon the Landowner’s Property (the “Improvements”), and all such purposes reasonably ancillary, incident or related thereto (“Permanent Easement”), under, over, across, through and upon those portions of the Landowner’s Property depicted on the attached Exhibit A (“Permanent Easement Area”), to the extent necessary to allow the City to access the Improvements.

### **EXEMPT FROM STATE DEED TAX**

The rights of the City also include the right of the City, its contractors, agents and servants to enter upon the Permanent Easement Area at all reasonable times for the purposes of accessing the Permanent Easement for Hydrant flushing and Hydrant valve operating, as necessary, and to move

or request the Landowner to move obstructions interfering with the maintenance of the Hydrants which, upon request, shall be moved by Landowner within a reasonable time. Notwithstanding the foregoing, the City shall comply with Landowner's reasonable safety procedures during any entry upon the Permanent Easement Area. Landowner has the right to use the Permanent Easement Area for all purposes, subject to the terms and conditions contained herein. The use of the Permanent Easement Area by the City and its agents shall not unreasonably interfere with the use of the Permanent Easement Area by Landowner and its tenants, and the City and its agents shall access the Improvements in a manner that does not unreasonably interfere with the use of the Landowner's Property by the Landowner or its tenants. Further, nothing herein shall allow the City to relocate any portion of the Permanent Easement Area without the written consent of Landowner.

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. Nothing herein shall be deemed to allow the City to possess, store, release, or use any hazardous substances, petroleum, pollutants or contaminants on Landowner's Property.

Notwithstanding the foregoing, 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, to the extent applicable.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described above and the Permanent Easement Area described above and depicted on Exhibit A and has good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[The remainder of the page was intentionally left blank.]**

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

**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 \_\_\_\_ day of \_\_\_\_\_, 2026, before me a Notary Public within and for said County, personally appeared Darrel Olson and Kelly Stelle, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Assistant City Administrator / 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 Assistant City Administrator / City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

**OWNER:**

**Kuepers Construction, Inc.**

By: \_\_\_\_\_

Print Name:

Its:

STATE OF MINNESOTA       )  
                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me a Notary Public within and for said County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that s/he is the \_\_\_\_\_ of Kuepers Construction, Inc., a Minnesota corporation, on behalf of the entity.

Notary Public

\_\_\_\_\_

**THIS INSTRUMENT DRAFTED BY AND  
AFTER RECORDING PLEASE RETURN TO:**

Greta Bjerkness (#0390575)  
Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402

