

**PERMANENT TRAIL, DRAINAGE & UTILITY EASEMENT  
AND TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES**

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this 10<sup>th</sup> day of April, 2026, by William J. Giesecking, a single person (“Landowner”), to the City of Baxter, a Minnesota municipal corporation (“City”).

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

**Lot 2, Block 5, FIRST SOUTHDALE ADDITION TO BAXTER, according to the recorded plat thereof.**

PID: 40140740

(“Landowner’s Property”); and

WHEREAS, 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 this Easement is required from Landowner for the Project.

NOW THEREFORE, Landowner in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, the following:

**PERMANENT EASEMENT DESCRIPTION**

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

A permanent easement for trail purposes and drainage and utility purposes and all such purposes ancillary, incident or related thereto, including but not limited to construction, maintenance, improvement, repair and replacement, and restoration thereof, (“Permanent

Easement”), under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (“Permanent Easement Area”), both of which are attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, the construction, maintenance, repair and replacement of any sidewalk, trail, retaining wall, streetlight, hydrant, curb, gutter, drainage facility, utility, and all improvements ancillary, incident or related thereto, under, over and across the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the foregoing purposes.

### **TEMPORARY EASEMENT DESCRIPTION**

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

A temporary easement 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 Temporary Easement (“Temporary Easement”), as well as the right to remove or deposit earthen materials within the Temporary Easement and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project under, over, across, through and upon the real property legally described on Exhibit A and depicted on Exhibit B (“Temporary Easement Area”), attached hereto and incorporated herein by reference. During construction, the City shall ensure that access to the Property is available at all times via at least one of the driveways that are currently located on the Property.

The Temporary Easement shall terminate on **June 30, 2027**.

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 and Temporary 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 Project; and
- (b) To maintain the Permanent Easement Area and Temporary Easement Area, together with the right to excavate and refill ditches or trenches for the location of such sidewalk, trail, right-of-way, retaining wall, curb, gutter or other Project improvements; and
- (c) To remove from the Permanent Easement Area and Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the sidewalk, trail, right-of-way, retaining wall, streetlights, hydrants, curb, gutter or Project improvements and to deposit

earthen material in and upon the Permanent Easement Area and Temporary Easement Area; and

- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area and Temporary Easement Area as the City may deem appropriate.

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, Temporary Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described above, the Permanent Easement Area and Temporary Easement Area described on Exhibit A and depicted on Exhibit B and have good right to grant and convey the Permanent Easement and Temporary 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.

**EXEMPT FROM STATE DEED TAX**

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

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

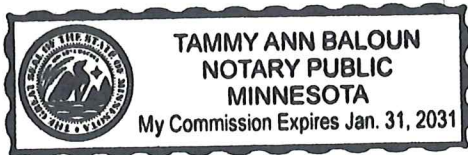
LANDOWNER:

William J. Giesecking

*William J. Giesecking*

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

This instrument was acknowledged before me on this 10<sup>th</sup> day of April 2026, by William J. Giesecking, a single person.



*Tammy Baloun*  
Notary Public

NOTARY STAMP OR SEAL

**This Instrument Was Drafted By  
And After Recording Return To:**  
Kennedy & Graven, Chartered (GLB)  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

**EXHIBIT A**  
**LEGAL DESCRIPTION OF EASEMENT AREAS**

**PERMANENT EASEMENT AREA**

A permanent trail, drainage & utility easement over, under and across that part of Lot 2, Block 5, FIRST SOUTHDALE ADDITION TO BAXTER, according to the recorded plat thereof, lying easterly of the following described line:

Commencing at the northeast corner of said Lot 2; thence South 80 degrees 39 minutes 54 seconds West a distance of 3.53 feet along the north line of said Lot 2 to the beginning of the line to be described; thence southerly a distance of 150.31 feet along a curve concave to the east, not tangent to last described line, having a radius of 566.00 feet, a central angle of 15 degrees 12 minutes 57 seconds, and a chord that bears South 10 degrees 45 minutes 20 seconds East to the southerly line of said Lot 2 and said line there terminating.

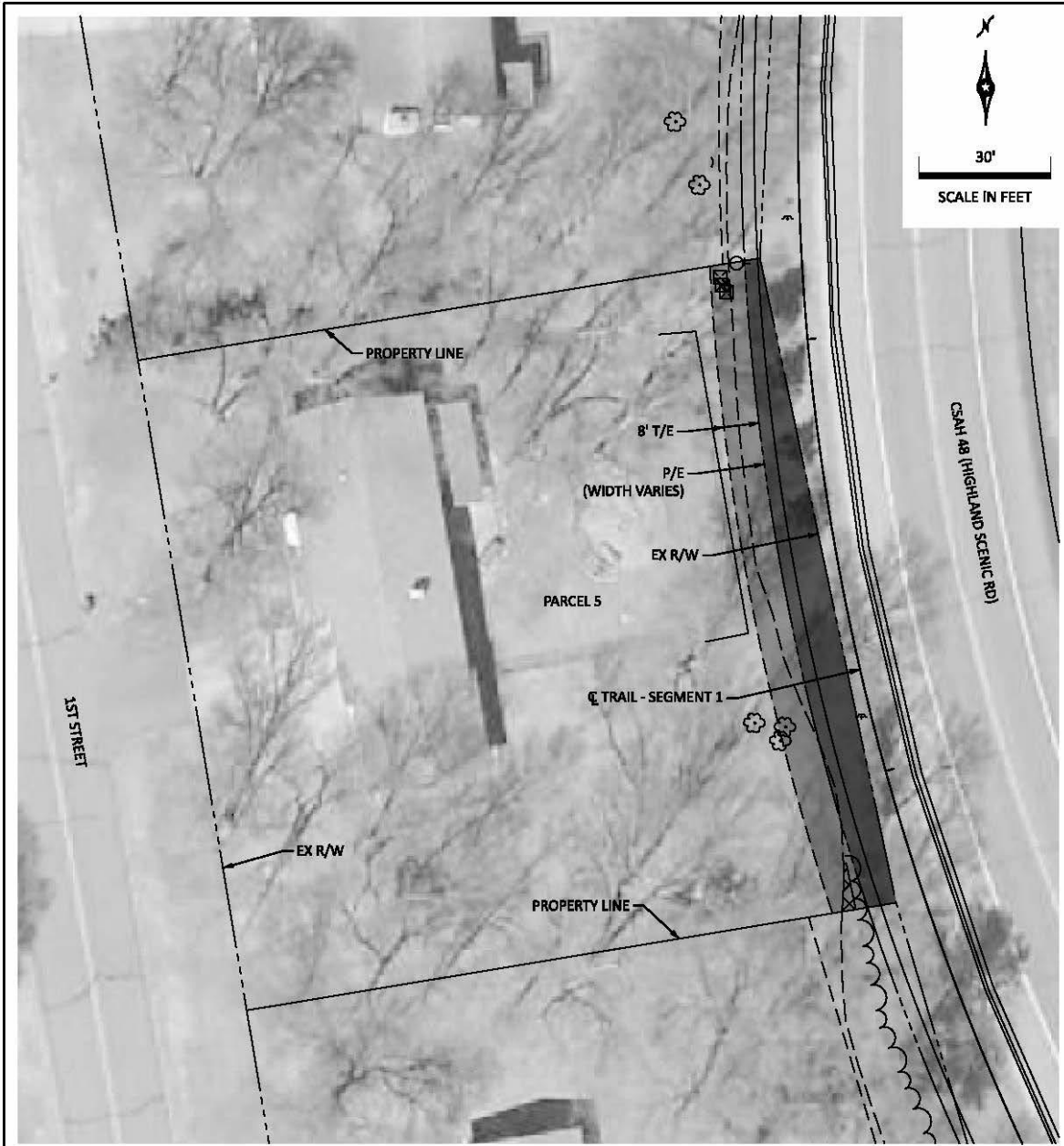
**TEMPORARY EASEMENT AREA**

A temporary easement for construction purposes over, under and across that part 2, Block 5, FIRST SOUTHDALE ADDITION TO BAXTER, according to the recorded plat thereof, lying easterly of the following described line:

Commencing at the northeast corner of said Lot 2; thence South 80 degrees 39 minutes 54 seconds West a distance of 11.58 feet along the north line of said Lot 2 to the beginning of the line to be described; thence southerly a distance of 150.31 feet along a curve concave to the east, not tangent to last described line, having a radius of 574.00 feet, a central angle of 15 degrees 00 minutes 12 seconds, and a chord that bears South 10 degrees 44 minutes 09 seconds East to the southerly line of said Lot 2 and said line there terminating.

Excepting therefrom the aforementioned permanent easement.

**EXHIBIT B**  
**DEPICTION OF PERMANENT EASEMENT AREA**  
**AND TEMPORARY EASEMENT AREA**



<b>LEGEND</b>		<b>AREAS (SQ FT)</b>	
-----	Construction Limits	XXXXXX	Tree Removal
————	Existing Features	⊗	Tree Removal
————	Proposed Features		
		<b>PERMANENT EASEMENT</b>	<b>TEMPORARY EASEMENT</b>
		1,256	1,203

**12908 First Street (William J Gieseck)**  
 PIN # 40140740  
 SP 230-090-003 / SP 018-070-024

**PARCEL 5**                      **3/9/2026**