

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

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this 10th day of April, 2026, by Denise Mueller and James Mueller, spouses married to each other (“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 3, Block 5, FIRST SOUTHDALE ADDITION TO BAXTER, according to the recorded plat thereof.

PID: 40140739

(“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:

Denise Mueller

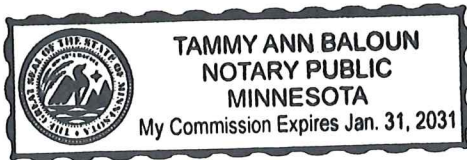
Denise Mueller

James Mueller

James Mueller

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

This instrument was acknowledged before me on this 10th day of April 2026, by Denise Mueller and James Mueller, spouses married to each other.



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 3, Block 5, FIRST SOUTHDALE ADDITION TO BAXTER, according to the recorded plat thereof, lying easterly of the following described line:

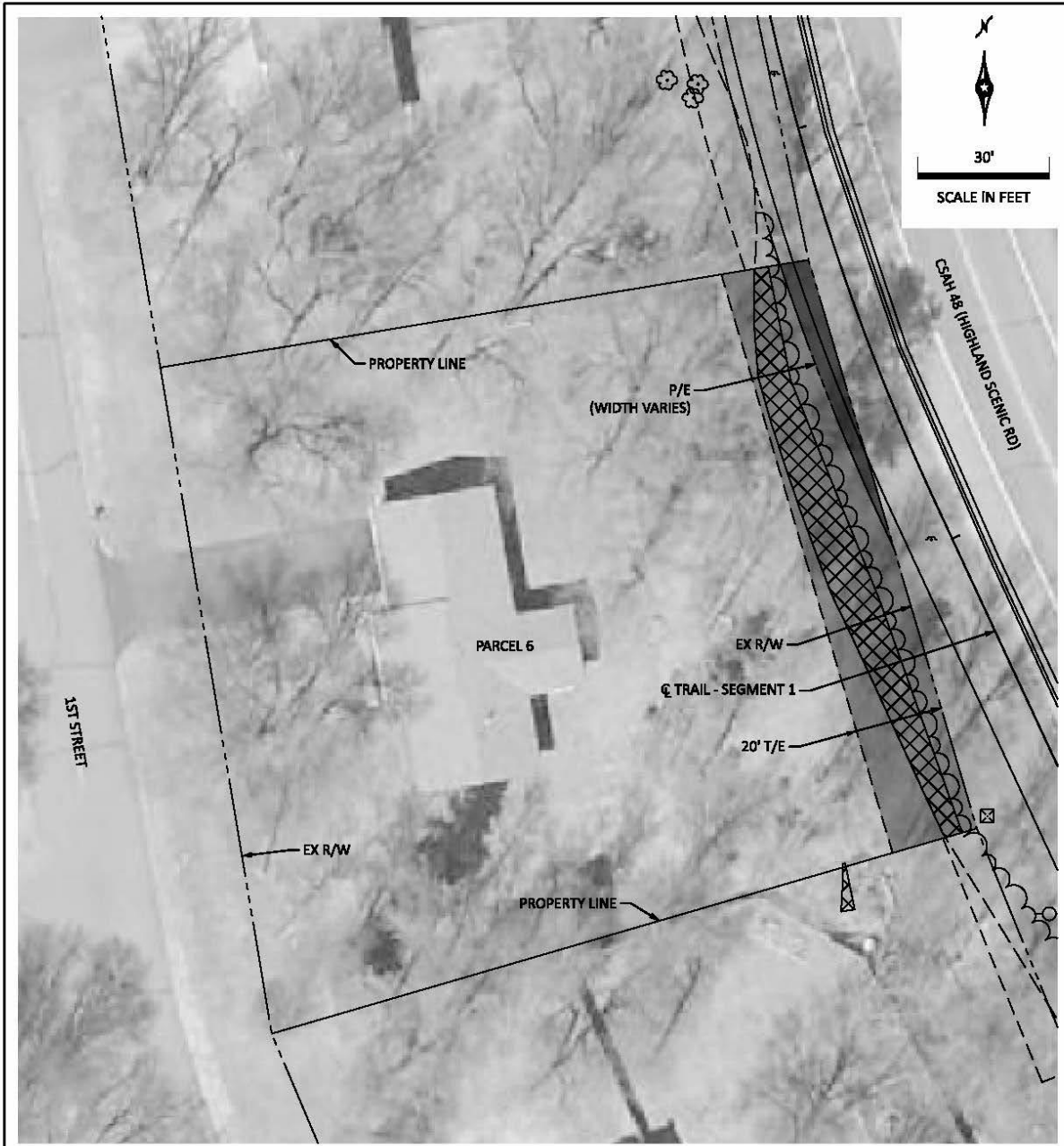
Commencing at the northeast corner of said Lot 3; thence South 80 degrees 35 minutes 39 seconds West a distance of 6.57 feet along the north line of said Lot 3 to the beginning of the line to be described; thence southeasterly a distance of 69.62 feet along a curve concave to the east, not tangent to last described line, having a radius of 566.00 feet, a central angle of 07 degrees 02 minutes 52 seconds, and a chord that bears South 21 degrees 53 minutes 15 seconds East to the easterly line of said Lot 3 and said line there terminating.

TEMPORARY EASEMENT AREA

A temporary easement for construction purposes over, under and across the easterly 20.00 feet of Lot 3, Block 5, FIRST SOUTHDALE ADDITION TO BAXTER, according to the recorded plat thereof.

Excepting therefrom the aforementioned permanent easement.

EXHIBIT B
DEPICTION OF PERMANENT EASEMENT AREA
AND TEMPORARY EASEMENT AREA



LEGEND		AREAS (SQ. FT)	
-----	Construction Limits	XXXXXX	Tree Removal
_____	Existing Features	⊗	Tree Removal
_____	Proposed Features		
		PERMANENT EASEMENT	TEMPORARY EASEMENT
		273	2,451

12888 First Street (James & Denise Mueller)
 PIN # 40140739
 SP 230-090-003 / SP 018-070-024

PARCEL 6 **3/9/2026**