

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 30th day of March, 2026, by Marie Clausen and Mark Clausen, spouses married to each other, (the “Grantor”), in favor of the City of Baxter, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “City”).

Recitals

A. Grantor is the owner of that certain real property located in Crow Wing County, Minnesota, legally described on the attached **Exhibit A** (the “**Property**”); and

B. 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

C. The Grantor desires to grant to the City a certain temporary easement for construction purposes as hereinafter described in, over, under, across, and through a portion of the Property legally described on **Exhibit B** and depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Temporary Easement**”).

Terms of Easement

1. Recitals. The above recitals are hereby incorporated into this Temporary Easement.
2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to the City a temporary easement for construction purposes in, over, under, across, and through the Easement Area.
3. Scope of Easement. The Temporary Easement granted herein includes the right of the City, its contractors, agents, employees, vehicles and equipment to enter upon the Easement Area at all reasonable times 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 Easement Area, as well as the right to remove or deposit earthen materials within the Easement Area and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project. During construction, the City shall ensure that access to the Property is available at all times.

4. Warranty of Title. The Grantor warrants it is the owner of the Property and have the right, title, and capacity to convey to the City the Temporary Easement granted herein.

5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Temporary Easement.

6. Instrument Runs with the Land; Duration of Temporary Easement. The Temporary Easement shall run with the land. The Temporary Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the City and its successors and assigns until termination on **June 30, 2027**, at which time the Temporary Easement shall terminate automatically without further action by either party.

7. Restoration of the Easement Area. With respect to the Easement Area, the City or its contractors will restore the property affected by the work in accordance with the City's restoration plan. Restoration will be completed no later than the expiration date of this easement.

8. Miscellaneous. This Temporary Easement shall be governed by and construed in accordance with the laws of the State of Minnesota. The subject headings of the sections of this Temporary Easement are included for convenience only and shall not be used in the interpretation of this Instrument. This Instrument contains the entire terms of the respective easement granted by the Grantor and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever with respect to said easement.

STATE DEED TAX DUE HEREON: NONE

{Remainder of Page Intentionally Left Blank; Signature Page to Follow}

EXHIBIT A
Legal Description of the Property

That part of Government Lot Four (4), Section Eleven (11), Township One Hundred Thirty-three (133), Range Twenty-nine (29), described as follows:

Beginning at a point on the East line of said Government Lot 4, said point being on the North line of the South 418 feet of said Government Lot 4; thence West assumed bearing 506.7 feet along the North line of the South 418 feet; thence North 1 degree 51 minutes West 51.7 feet; thence North 69 degrees 10 minutes East 534.2 feet to the East line of said Government Lot 4; thence South 2 degrees 10 minutes East 241.8 feet along the East line of said Government Lot 4 to the point of beginning.

Crow Wing County PID: 40110840

EXHIBIT B
Legal Description of Temporary Easement

A temporary easement for construction purposes over, under and across that part of the following described land:

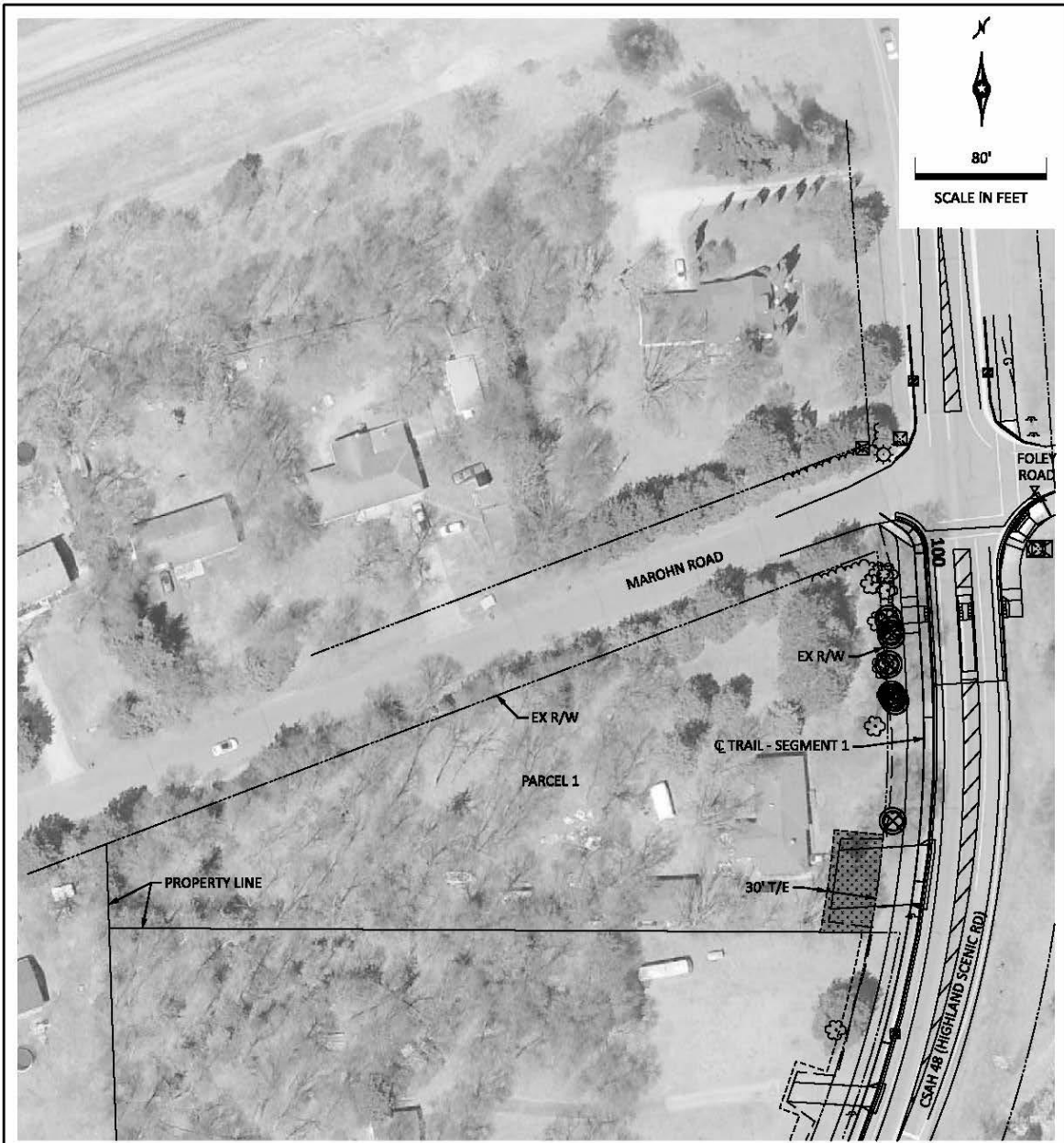
That part of Government Lot Four (4), Section Eleven (11), Township One Hundred Thirty-three (133), Range Twenty-nine (29), described as follows:

Beginning at a point on the East line of said Government Lot 4, said point being on the North line of the South 418 feet of said Government Lot 4; thence West assumed bearing 506.7 feet along the North line of the South 418 feet; thence North 1 degree 51 minutes West 51.7 feet; thence North 69 degrees 10 minutes East 534.2 feet to the East line of said Government Lot 4; thence South 2 degrees 10 minutes East 241.8 feet along the East line of said Government Lot 4 to the point of beginning.

Said temporary construction easement is described as follows:

Commencing at the intersection of said east line of Government Lot 4 and the north line of the south 418.00 feet thereof; thence South 89 degrees 39 minutes 50 seconds East a distance of 433.15 feet to the point of beginning of the land to be described; thence northeasterly along a curve concave to the west, not tangent to last described line 62.81 feet, having a radius of 637.88 feet, a central angle of 05 degrees 38 minutes 31 seconds, and a chord that bears North 07 degrees 52 minutes 41 seconds East; thence South 84 degrees 56 minutes 34 seconds East a distance of 30.00 feet to the westerly line of a 50.00 foot roadway and utility easement recorded in Document Number 426839; thence southwesterly along said westerly line being a curve concave to the west, not tangent to last described line 60.28 feet, having a radius of 667.88 feet, a central angle of 05 degrees 10 minutes 18 seconds, and a chord that bears South 07 degrees 38 minutes 35 seconds West to said north line of the south 418.00 feet of Government Lot 4; thence North 89 degrees 39 minutes 50 seconds West a distance of 30.47 feet along said north line to the point of beginning.

EXHIBIT C
Depiction of the Temporary Easement Area



LEGEND		AREAS (SQ. FT)	
-----	Construction Limits	XXXXXX	Tree Removal
_____	Existing Features	⊗	Tree Removal
_____	Proposed Features		
		PERMANENT EASEMENT	TEMPORARY EASEMENT
		N/A	1,847

5339 Highland Scenic Road (Marie & Mark Clausen)
 PIN # 40110840
 SP 230-090-003 / SP 018-070-024

PARCEL 1 **3/9/2026**