

PERMANENT HYDRANT ACCESS EASEMENT

THIS PERMANENT HYDRANT ACCESS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this ____ day of _____, 202__, by and between _____, a _____ (“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:

[Insert legal description]

(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 to them in hand paid by the City, the receipt and sufficiency of which is 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 access to the hydrants which may be installed upon the Landowner’s Property (the “Hydrants”), and all such purposes ancillary, incident or related thereto (“Permanent Easement”), under, over, across, through and upon those portions of the Landowner’s Property used from time to time by Landowner as common areas, as depicted on the attached Exhibit A (“Permanent Easement Area”), and as necessary to allow the City to access the Hydrants.

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. 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 as a common area, and the City and its agents shall access the Hydrants in a manner that does not unreasonably interfere with the use of the Landowner's Property by the Landowner or its tenants.

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 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.

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 _____, 202__, 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

LANDOWNER:

[Insert name]

By: _____

Name:

Its:

STATE OF _____)

)

ss.

COUNTY OF _____)

On this ____ day of _____, 2023, 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 he/she is the _____ of _____ a _____, on behalf of said _____.

Notary Public

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

Greta Bjerkness (#0390575)
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
DEPICTION OF PERMANENT EASEMENT AREA