

PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this 30th day of February, 2026, by Mark Johnson and Diane Johnson, married to each other (“Landowner”) to the City of Baxter, a Minnesota municipal corporation (“City”). The Landowner for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

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

LOT TWO (2), BLOCK TWO (2), EXCEPT THE SOUTH SEVEN (7') FEET THEREOF,
OAK RIDGE FIRST ADDITION, CROW WING COUNTY, MINNESOTA

PID: 40020631
Abstract Property

(the “Property”).

PERMANENT EASEMENT DESCRIPTION

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

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and perpetual, and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water

mains, storm water drainage, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto under, over, across, through and upon 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 purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water drainage, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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 at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth, fencing and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and
- (e) To enter onto the Permanent Easement Area as needed in order to restore the Permanent Easement Area to its before condition, if needed.

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, the Permanent Easement Area legally described on Exhibit A and depicted on Exhibit B and has good right to grant and convey the Permanent Easement herein to the City.

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

LANDOWNER:

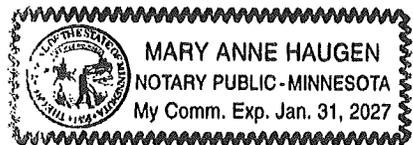
By: *Mark Johnson*
Mark Johnson

By: *Diane Johnson*
Diane Johnson

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

The foregoing instrument was acknowledged before me on *20th* day of *February* 2026, by Mark Johnson and Diane Johnson, married to each other.

Mary Anne Haugen
Notary Public



**This instrument was drafted by
and after recording, please return to:**
Greta Bjerckness (#0390575)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for public drainage and utility purposes, over, under and across the following described property:

The North 10.00 feet of the South 17.00 feet of Lot 2, Block 2, OAK RIDGE FIRST ADDITION, according to the recorded plat thereof, Crow Wing County, Minnesota.

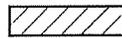
Said parcel of land contains 2,251 square feet, more or less.

EXHIBIT B
DEPICTION OF PERMANENT EASEMENT AREA

DESCRIPTION OF PARCEL:

The North 10.00 feet of the South 17.00 feet of Lot 2, Block 2, OAK RIDGE FIRST ADDITION, according to the recorded plat thereof, Crow Wing County, Minnesota.

Said parcel of land contains 2,251 square feet, more or less.



DENOTES PROPOSED PARCEL



0 60 120
 scale 30 in feet

ORIENTATION OF THIS BEARING SYSTEM IS
 BASED ON THE CROW WING COUNTY
 COORDINATE SYSTEM, NAD83 (2011 ADJ)

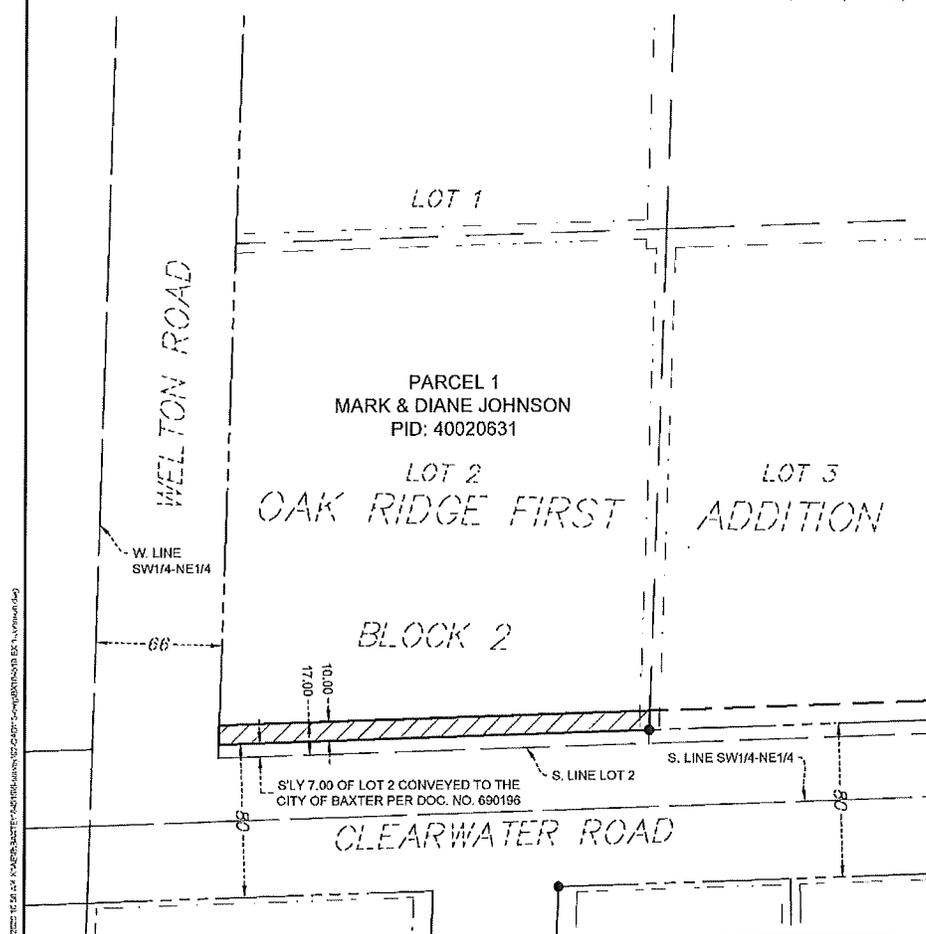


EXHIBIT FOR: 2026 BAXTER ROAD IMPROVEMENTS

**CITY OF BAXTER
 CROW WING COUNTY,
 MINNESOTA**

SEH Project BAXTE184519
 Drawn By brw
 Surveyed By brw
 Checked By djb

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY
 ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED
 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel J. Bemboom
 Daniel J. Bemboom, LS
 DATE 12/18/2025 LICENSE NO. 48562



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