

PERMANENT BIKE AND PEDESTRIAN PATH EASEMENT

THIS PERMANENT BIKE AND PEDESTRIAN PATH EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2026, by the City of Baxter Economic Development Authority, a public body corporate and politic under the laws of Minnesota (“Landowner”).

PROPERTY DESCRIPTION

Landowner owns real property in Crow Wing County, Minnesota, legally described as follows:

Lot 1, Block 3, JMS BAXTER ESTATES, according to the recorded plat thereof, Crow Wing County, Minnesota.

PID: 40060705
(the “Landowner’s Property”).

PERMANENT EASEMENT DESCRIPTION

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 to the City of Baxter (“City”), its successors and assigns, forever the following:

A permanent easement for bike and pedestrian path purposes and all such purposes ancillary, incident or related thereto, including but not limited to construction, maintenance, improvement, repair and replacement, and restoration purposes and all such purposes ancillary thereto (“Permanent Easement”), under, over, across, through and upon that real property legally described on Exhibit A and depicted on Exhibit B (“Permanent Easement Area”), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights conveyed to 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, together with the right to excavate and refill ditches or trenches for the location of such trails, retaining walls, or other trail improvements; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the trails, retaining walls, or other trail improvements 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.

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, the Permanent Easement Area 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 Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

[Remainder of this page has been 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 OF BAXTER ECONOMIC DEVELOPMENT AUTHORITY

Dated: _____

By: _____

Name: Mark Cross

Its: President

By: _____

Name: Brad Chapulis

Its: Executive Director

STATE OF MINNESOTA

COUNTY OF CROW WING

This instrument was acknowledged before me on this _____ day of _____, 2026, by Mark Cross and Brad Chapulis, the President and Executive Director, respectively, of the Economic Development Authority of the City of Baxter, Minnesota, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic.

(stamp)

Notary Public

**This instrument drafted by
And after recording, please return to:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

The northeasterly 20.00 feet of Lot 1, Block 3, JMS BAXTER ESTATES, according to the recorded plat thereof, Crow Wing County, Minnesota.

Contains 4,188 square feet, more or less.

B-2