

CITY OF BAXTER  
COUNTY OF CROW WING  
STATE OF MINNESOTA

**STORMWATER FACILITIES MAINTENANCE AGREEMENT  
WITH ACCESS RIGHTS AND COVENANTS**

**TIMBER RIDGE OF BAXTER SENIOR LIVING**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, for the maintenance and repair of certain Stormwater Management Facilities is entered into between Trident Development, LLC a Minnesota limited liability company (“Owner”) and the City of Baxter, a municipal corporation under the laws of Minnesota (the “City”), for the benefit of the City, the Owner, the successors in interest to the City or the Owner, and the public generally.

WITNESSETH

WHEREAS, the Owner owns Lot 1 Block 1, VETERANS FIRST ADDITION in the City of Baxter, Crow Wing County, Minnesota, according to the plat thereof on file with the Crow Wing County Recorder, a copy of which is attached hereto and made a part hereof as **Attachment A** and hereinafter called the "Property"; and

WHEREAS, the Owner is proceeding to build on and develop the Property; and has submitted the Site Plan/Subdivision Plan known as Timber Ridge of Baxter Senior Living hereinafter called the "Plan", a copy of which is attached hereto as **Attachment B** and which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the City and the Owner agree that the health, safety, and welfare of the residents of the City of Baxter, Minnesota, requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan **Attachment B** (the “Facilities”) be constructed and adequately maintained by the Owner.

WHEREAS, the parties agree to share in maintenance costs of \_\_\_\_\_ of the Facilities with the Owner responsible for \_\_\_% (the “Owner’s Share”) and the City responsible for \_\_\_% (the “City’s Share”) of maintenance costs for \_\_\_\_\_. Owner shall be responsible for 100% of costs for maintenance of the private stormwater pond on the eastern side of the Property.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions listed below and including **Attachment C**, the parties hereto agree as follows:

- (1) When a new drainage control facility is installed, the party having the facility installed shall obtain a copy of the as-built plans from the City of Baxter Engineering Department. Owner shall make records of the installation and of all maintenance and repairs, and shall retain records for at least ten years. These records shall be made available during inspection of the facility and at other reasonable times upon request by the City Engineer.
- (2) The following operational maintenance activities shall be performed on all permitted systems on a regular basis or as needed:
  - a) Sweeping of sediment from parking lot,
  - b) Removal of trash and debris,
  - c) Inspection of inlets and outlets,
  - d) Removal of sediments when the storage volume or conveyance capacity of the stormwater management system is below design levels,
  - e) Ensure systems designed for infiltration are drawing down within 48 hours, and
  - f) Stabilization and restoration of eroded areas.
- (3) Specific operational maintenance activities are required, depending on the type of permitted system, in addition to the practices listed in subsection (2), above.
  - a) Retention, swale and underdrain systems shall include provisions for:
    1. Mowing and removal of grass clippings, and
    2. Aeration, tilling, or replacement of topsoil as needed to restore the percolation capability of the system. If tilling or replacement of the topsoil is utilized, vegetation must be established on the disturbed surfaces.
  - b) Exfiltration systems shall include provisions for removal of sediment and debris from pretreatment or sediment collection systems.
  - c) Wet detention systems shall include provisions for operational maintenance of the littoral zone. Replanting shall be required if the percentage of vegetative cover falls below the permitted level. It is recommended that native vegetation be maintained in the littoral zone as part of the system's operation and maintenance plan. Undesirable species such as cattail and exotic plants should be controlled if they become a nuisance.
  - d) Dry detention systems shall include provisions for mowing and removal of grass clippings.
- (4) If the system is not functioning as designed and permitted, operational maintenance must be performed promptly as soon as reasonably practical to restore the system. If operational maintenance measures are insufficient to enable the system to meet the design and performance standards, the permittee must either replace the system or construct an alternative design on the existing system.
- (5) In the event the Owner fails to maintain the Facilities in good working condition reasonably acceptable to the City, and such failure continues for thirty (30) days after notice and demand for cure, or such longer period as may be reasonably necessary to cure such default, the City may undertake, without a public hearing, to enter upon the Property and take such

reasonable steps as are necessary to correct deficiencies identified in the inspection report and authorize the City to assess the Owner's Share of the final cost of the corrections against the Property pursuant to Minn. Stat. Chapter 444 or Minn. Stat. Chapter 429, if no payment is received from Owner within 30 days after the Owner receives an invoice for payment, and the City shall pay the City's Share of such costs. The Owner waives any appeal rights otherwise available pursuant to Minnesota Statute section 429.081 and acknowledges that the benefit from the performance of the work by the City as outlined in this section equals or exceeds the amount of the charges and assessments. This provision shall not be construed to allow the City to erect any structure or improvement of any kind on the land of the Owner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The Owner hereby grants the City a right of access and permanent easement to the extent reasonably necessary to access and enter the Owner's Property for the purposes of performing the rights and obligations of the City to correct defective work pursuant to this Agreement. During any period of entry by the City on the Property, the City and its agents shall access the Facilities in a manner that does not unreasonably interfere with the use of the Owner's Property by the Owner or its tenants.

- (6) In the event the Owner performs operational maintenance on the Facilities, the Owner shall submit an invoice to the City for the City's Share of the costs. The City shall pay the invoice for the City's Share of the costs within 90 days of receipt of the invoice.

This Agreement shall inure to the benefit of and shall be binding upon the Owner and the City and their respective successors, agents and assignees, and shall be binding upon all future owners of all or any part of Lot 1 Block 1, VETERANS FIRST ADDITION, for so long as the system remains required and operating at the Property. In the event the system is no longer needed for operation of the Property, the parties shall terminate this Agreement in a writing recorded at the office of the County Recorder. However, nothing in this Agreement, expressed or implied, shall give to any other person or entity any benefit or legal or equitable right, remedy or claim under this Agreement. This Agreement, at the option of the City, may be placed on record with the County Recorder so as to give notice hereof to subsequent purchases and encumbrances. This Agreement 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.

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered:

*[SIGNATURES APPEAR ON PAGES 4 AND 5]*

**OWNER:**

**Trident Development, LLC**

By: \_\_\_\_\_

Print Name:

Its:

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF CROW WING    )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, 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 s/he is the \_\_\_\_\_ of Trident Development, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

**CITY:**

CITY OF BAXTER, MINNESOTA

By: \_\_\_\_\_  
Darrel L. Olson  
Its: Mayor

Attest: \_\_\_\_\_  
Kelly Steele  
Its: Assistant City Administrator/City  
Clerk

RATIFIED AND APPROVED BY THE CITY COUNCIL OF BAXTER, MINNESOTA, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Darrel Olson  
Mayor

Attest: \_\_\_\_\_  
Kelly Steele  
Assistant City Administrator/Clerk

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF CROW WING        )

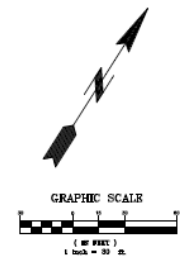
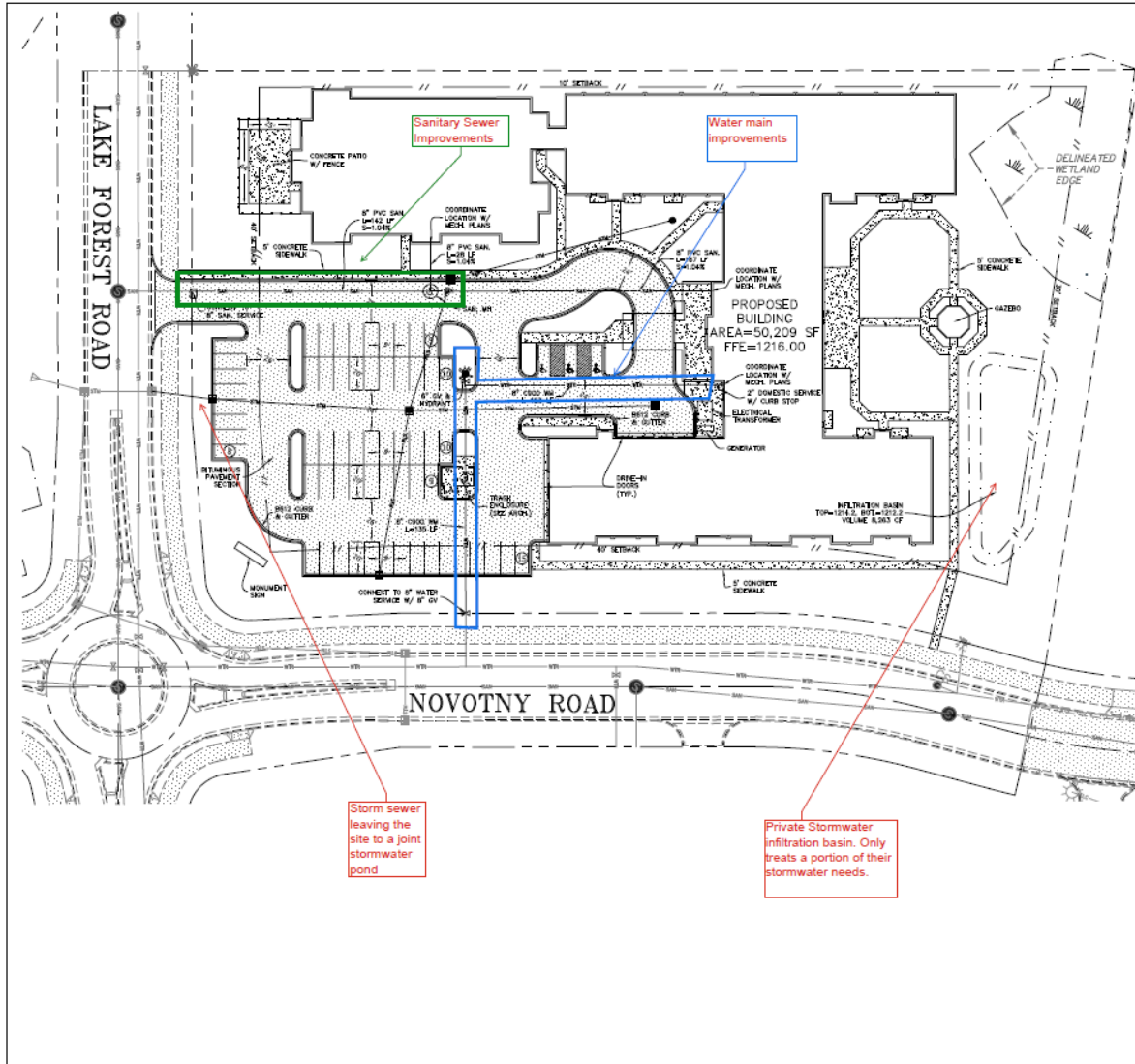
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Darrel L. Olson and Kelly Steele, the Mayor and Assistant City Administrator/City Clerk of the City of Baxter, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**THIS INSTRUMENT WAS DRAFTED BY:**  
Greta Bjerkness (#0390575)  
LeVander, Gillen, & Miller, P.A.  
1305 Corporate Center Drive, Suite 300  
Eagan, MN 55121  
(651) 451-1831

**EXHIBIT A**

**EXHIBIT B**



**NOTES:**

1. BASE PLAN USED IS A SURVEY PREPARED BY ARRO LAND SURVEYING OF BRAINERD, INC.
2. ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL CONFIRM ALL LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT UTILITY COMPANIES VIA GOPHER STATE ONE-CALL ONLINE OR BY CALLING 811 OR 1-800-252-1166.
3. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RESTRICTIVE OF THE PROJECT SPECIFICATIONS, THE STANDARD SPECIFICATIONS OF THE CITY OF BAXTER AND THE LATEST EDITION OF MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
4. PROJECT AREA = 175,539 SF (4.03 AC)  
PROPOSED IMPERVIOUS SURFACE AREA = 97,351 SF (55.5%)
5. PROPOSED SURFACE PARKING STALLS = 64 EACH  
(INCLUDES 3 ACCESSIBLE STALLS)

www.starkengineering.com  
505-538-3011  
534 S. GUYTON, BRAINERD, MN

**STARKS ENGINEERING**

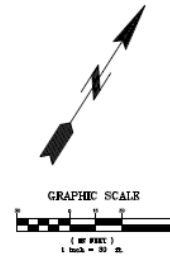
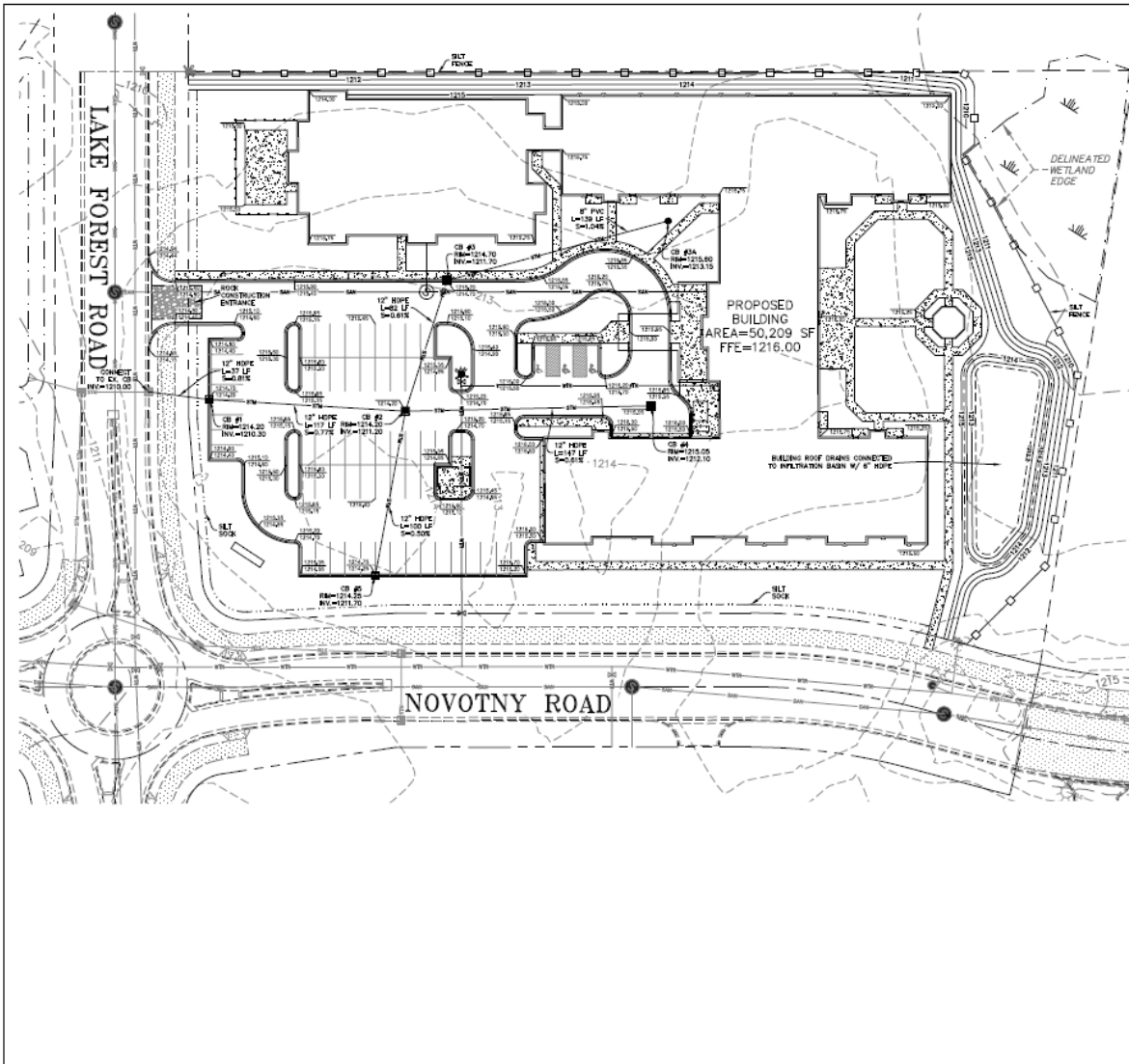
PROJECT NO. 28125-0066	DATE: 10/20/2024	SCALE: AS SHOWN
DRAWN BY: J. H. HARRIS	CHECKED BY: J. H. HARRIS	DATE: 10/20/2024
REVISIONS:	DATE:	BY:
1. 10/20/24	10/20/24	JHH
2. 10/20/24	10/20/24	JHH
3. 10/20/24	10/20/24	JHH

**SITE & UTILITY PLAN**

TIMBER RIDGE SENIOR LIVING  
BAXTER, MINNESOTA  
for:  
TRIDENT DEVELOPMENT

**PRELIMINARY  
NOT FOR CONSTRUCTION**

C-1  
S & M



**NOTES:**

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4. THE FOLLOWING SEQUENCE AND PROTOCOLS SHALL BE FOLLOWED FOR EROSION AND SEDIMENT CONTROL DURING THE SITE DEVELOPMENT PROCESS:
  - A. INSTALL PERIMETER CONTROLS (SILT FENCE AND ROCK CONSTRUCTION ENTRANCE) AS SHOWN ON THE PLANS PRIOR TO START OF WORK.
  - B. NO CONCRETE WASHOUTS ARE ALLOWED ON THE PROJECT SITE. SOIL STOCKPILES SHALL HAVE PERIMETER CONTROL AND HAVE TEMPORARY SEED AND MULCH.
  - C. MAINTAIN ALL TEMPORARY EROSION CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT TEMPORARY EROSION CONTROL DEVICES ON A WEEKLY BASIS AND AFTER EACH 1/2" OR MORE RAIN EVENT. CLEAN OR MAINTAIN THESE DEVICES AS NEEDED TO BE EFFECTIVE. REPLACE DETERIORATED, DAMAGED OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY.
  - D. REMOVE ALL SOILS AND SEDIMENTS DEPOSITED ONTO PUBLIC AND/OR PRIVATE PAVEMENT AREAS WITHIN 24 HOURS OF DEPOSITION. REMOVAL OF TRACKING MATERIALS SHALL BE COMPLETED AT THE END OF EACH WORK DAY WHEN IT OCCURS. SLEEPING MAY BE ORDERED AT ANY TIME IF CONDITIONS WARRANT.
  - E. PERFORM SITE GRADING, EXCAVATION AND EMBANKMENT. SEED AND MULCH ALL DISTURBED AREAS OUTSIDE OF PROPOSED BUILDING AND PAVEMENT AREAS WITHIN 72 HOURS OF THIS WORK.
  - F. INSTALL UTILITIES, CONSTRUCT BUILDING, INSTALL CONCRETE FLATWORK AND PAVEMENT SECTION. FINE GRADE SITE AND RESTORE GREEN AREAS WITH PERMANENT VEGETATION OF SEED, MULCH AND FERTILIZER.
  - G. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER SITE HAS UNDERGONE FINAL STABILIZATION AND PERMANENT VEGETATION HAS BEEN ESTABLISHED WITH AT LEAST 70% COVERAGE.

**PRELIMINARY  
NOT FOR CONSTRUCTION**

www.starkengineering.com  
SINCE 1948

**STARK  
ENGINEERING**

1215 W. 13TH ST. SUITE 100  
BAXTER, MN 56309  
TEL: 507-252-1166 FAX: 507-252-1167

REVISIONS	
DATE	
BY	
CHECKED	

**GRADING & EROSION  
CONTROL PLAN**

TIMBER RIDGE SENIOR LIVING  
BAXTER, MINNESOTA  
for:  
TRIDENT DEVELOPMENT

C-2  
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**EXHIBIT C**