

AMENDMENT TO ESCROW AGREEMENT

This Amendment to Escrow Agreement (“Amendment”) is made and entered into this _____ day of _____, 2026, by and between the City of Baxter, a Minnesota municipal corporation, hereinafter referred to as the “City”, and Essentia Health, a Minnesota non-profit corporation, hereinafter referred to as “Developer”.

RECITALS

WHEREAS, the City and Developer entered into that certain Escrow Agreement dated August 28 2025 (the “Original Escrow Agreement”), relating to the redevelopment of the Essentia Health Clinic property located at 14275 Edgewood Drive, legally described as Lot 1, Block 1, THIRD ADDITION TO BAXTER WAL-MART SUBDIVISION, in the City of Baxter, Crow Wing County, Minnesota (the “Property”); and

WHEREAS, the Original Escrow Agreement was approved in connection with Resolution 2024-092 and provided for the deposit of Escrow Funds in the amount of \$9,266.00 to cover fees and related costs associated with the installation of water and sanitary sewer improvements identified in the approved plans (the “Original Plans”); and

WHEREAS, the Original Plans included installation and inspection of a sanitary sewer service; and

WHEREAS, subsequent to execution of the Original Escrow Agreement, the scope of sanitary sewer improvements has been modified to include installation of an additional sanitary sewer service and the construction of a new sanitary sewer manhole, together with the extension of the sanitary sewer (“Revised Plans”); and

WHEREAS, the additional sanitary sewer service and manhole were not included within the scope of inspection services or estimated escrow costs identified in Attachment “A” to the Original Escrow Agreement; and

WHEREAS, the City will incur additional inspection, engineering review, administrative, legal, and other costs associated with the Revised Plans; and

WHEREAS, the parties desire to amend the Original Escrow Agreement to account for the expanded scope of Public Improvements and to revise Attachment “A” – Estimated Escrow Costs accordingly.

WHEREAS, Developer agrees to pay into escrow the amount of \$ _____ with the City to be used to pay for the inspection fees of the Public Improvements and any fees to revise and administer this Agreement as estimated in **Attachment A**, hereinafter referred to as the "Escrow Funds"; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

- 1) Section 3 of the Original Escrow Agreement is hereby amended to clarify that the “Public Improvements” include, in addition to the improvements identified in the Original Plans, the following additional work as shown in the Revised Plans:
 - a. Installation of an additional sanitary sewer service;
 - b. Construction of a new sanitary sewer manhole; and
 - c. Extension of the sanitary sewer line to the furthest west manhole consistent with the proposed sanitary sewer easement.
 - d. All such additional improvements shall be subject to City inspection and approval in accordance with the terms of the Original Escrow Agreement.

- 2) Attachment “A” to the Original Escrow Agreement, titled ATTACHMENT “A” – Estimated Escrow Costs, is hereby deleted in its entirety and replaced with the revised ATTACHMENT “A” – Estimated Escrow Costs (Amended) attached hereto and incorporated herein by reference.

- 3) The total Escrow Funds required under this Amendment shall be the amount set forth in the amended Attachment “A.” Developer shall deposit the additional escrow amount with the City within five (5) days of full execution of this Amendment. Such funds shall be held and disbursed in accordance with the terms of the Original Escrow Agreement.

- 4) Except as expressly amended by this Amendment, all terms, conditions, and provisions of the Original Escrow Agreement shall remain in full force and effect and are hereby ratified and confirmed.

- 5) In the event of a conflict between the terms of the Original Escrow Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written.

CITY OF BAXTER

DEVELOPER:

Essentia Health

By _____
 Darrel Olson
 Its Mayor

 By:
 Its:

By _____
 Kelly Steele
 Its Assistant City Administrator

Attachment A
Estimated Escrow Costs (Amended)

ENGINEERING INSPECTION ESTIMATED TIME/COST

Description	Hrs	Rate	Total
Sanitary Sewer Service	20		
Testing	10		
Water Main Improvements	32		
Final Walk Through	4		
Final Punch List	8		
Total Inspection Fee	74	\$68.00	\$5,032.00

GIS/IT COORDINATOR ESTIMATED TIME/COST

Description	Hrs	Rate	Total
GIS Incorporation	6	\$95.00	\$570.00

Detail of Legal, Administrative and Other Fees Due City

Description	Hrs	Rate	Total
Administrative & Finance	15	\$107.00	\$1,605.00
Public Works/Engineer	15	\$107.00	\$1,605.00
City Attorney	7	\$170.00	\$1,190.00
			\$4,400.00

ASBUILT DRAWINGS – Expected to be refunded after asbuilt drawings are accepted

Description
 Asbuilts – \$2,000.00

Total Escrow Amount = \$5,032.00 + \$570.00 + \$4,400.00 + \$2,000.00 = **\$12,002.00**