

CITY OF BAXTER
COUNTY OF CROW WING
STATE OF MINNESOTA

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

This STORMWATER FACILITIES MAINTENANCE AGREEMENT, made and entered into this ____ day of _____, 2025, is entered into by and between Michael Holdings of Baxter, LLC, a Minnesota limited liability company, 680 Commerce Drive, Suite 215, Woodbury, MN 55125 (the “Owner”) and the City of Baxter, a municipal corporation under the laws of Minnesota, 13190 Memorywood Drive, Baxter, MN 56425 (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 is the owner of property located in the City of Baxter, Crow Wing County, Minnesota, legally described in **Attachment A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Owner is constructing a restaurant with surface parking, a trash enclosure, and a drive through with menu board signs on the Property, and has submitted plans, a copy of which is attached hereto as **Attachment B** and incorporated herein (the “Plans”), as approved or to be approved by the City, which provides for structures connecting to the regional stormwater system on the Property (the “Facilities”); and

WHEREAS, as a condition of its approval of the Plans, the City has required the Owner to enter into this Agreement, which governs the maintenance of the Facilities on the Property, subject to the conditions in **Attachment C**.

NOW, THEREFORE, in consideration of the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (1) For purposes of this Agreement, the Owner shall perform the following operational maintenance activities on the Facilities 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.
- (2) The Owner shall perform the following specific operational maintenance activities as required by the City, depending on the type of permitted system that is part of the Facilities, in addition to the practices listed in Section (1), 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.
- (3) The Owner shall be solely responsible for maintenance of the Facilities and shall bear all costs of maintenance costs. The Owner shall complete an annual report, certified by a qualified individual. The report shall include written documentation of an inspection schedule, dates of inspection, maintenance activities, and certification that the Facilities are functioning. The 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 Facilities and at other reasonable times upon request by the City Engineer or designee. If the Facilities are not functioning as designed and permitted, operational maintenance must be performed promptly to restore the system. If operational maintenance measures are insufficient to enable the system to meet the design and performance standards, the Owner must either replace the system or construct an alternative design on the existing system.
- (4) Upon the City's inspection and in the event the Owner fails to maintain the Facilities in good working condition acceptable to the City, and such failure continues for 30 days after notice and demand for cure, 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 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 City submits an invoice for payment. 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 of permanent nature on the land of the Owner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. 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.
- (5) The Owner grants the City or its agents or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing,

reconstructing, maintaining, or repairing the Facilities. The Owner grants to the City the necessary easements and right-of-way and maintain perpetual access from public rights-of-way to the Facilities for the City or its agent or contractor. The Owner agrees to grant and execute such other easements defining the Facilities as may be required by the City.

- (6) 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 the Property for so long as the City deems the system remains required and operating at the Property. In the event the system is no longer needed for operation of the Property as determined by the City, the parties may 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 Crow Wing County Recorder so as to give notice hereof to subsequent purchases and encumbrances.
- (7) The Owner, its heirs, administrators, executors, assigns and any other successor interest shall indemnify and hold harmless the City and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, or maintenance of the Facilities subject to this Agreement. In the event a claim is asserted against the City, its officers, agents or employees, the City shall notify the Owner and the Owner shall defend at the Owner's expense any suit based on such claim. If any judgment or claim against the City, its officers, agents or employees, shall be allowed the Owner shall pay all costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless in any fashion the Owner from any claims arising from this Agreement, regardless of any language in any attachment or other document that the Owner may provide.
- (8) No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provisions or to exercise any right or remedy available.
- (9) This Agreement supersedes any prior or contemporaneous representations or agreements, where written or oral, because the parties and constitutes the entire agreement. Any modification of this Agreement shall require a written agreement signed by the parties.

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]

CITY:
CITY OF BAXTER, MINNESOTA

By: _____
Darrel L. Olson
Its Mayor

Attest: _____
Kelly Steele
Its Assistant City Administrator/City 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: _____

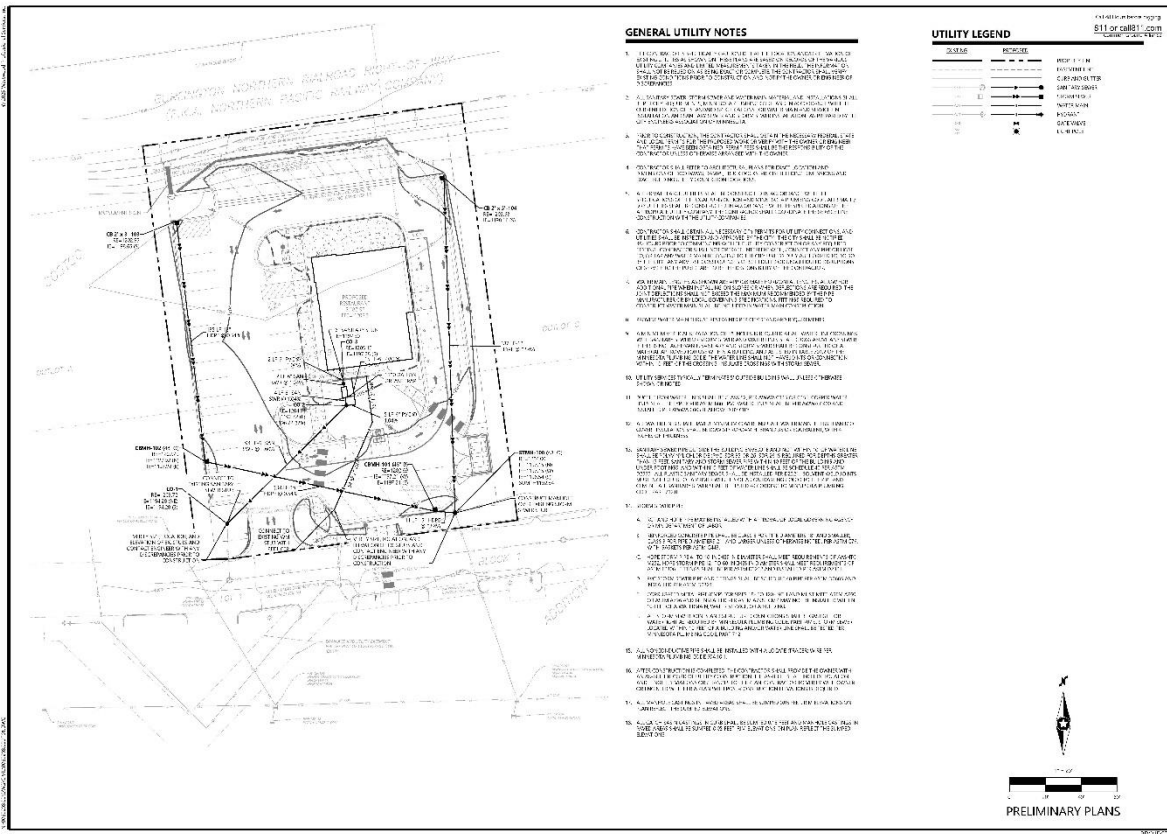
AFTER RECORDING, RETURN TO:
City of Baxter
13190 Memorywood Dr.
Baxter, Minnesota 56425
218/454-5100

ATTACHMENT A
THE PROPERTY

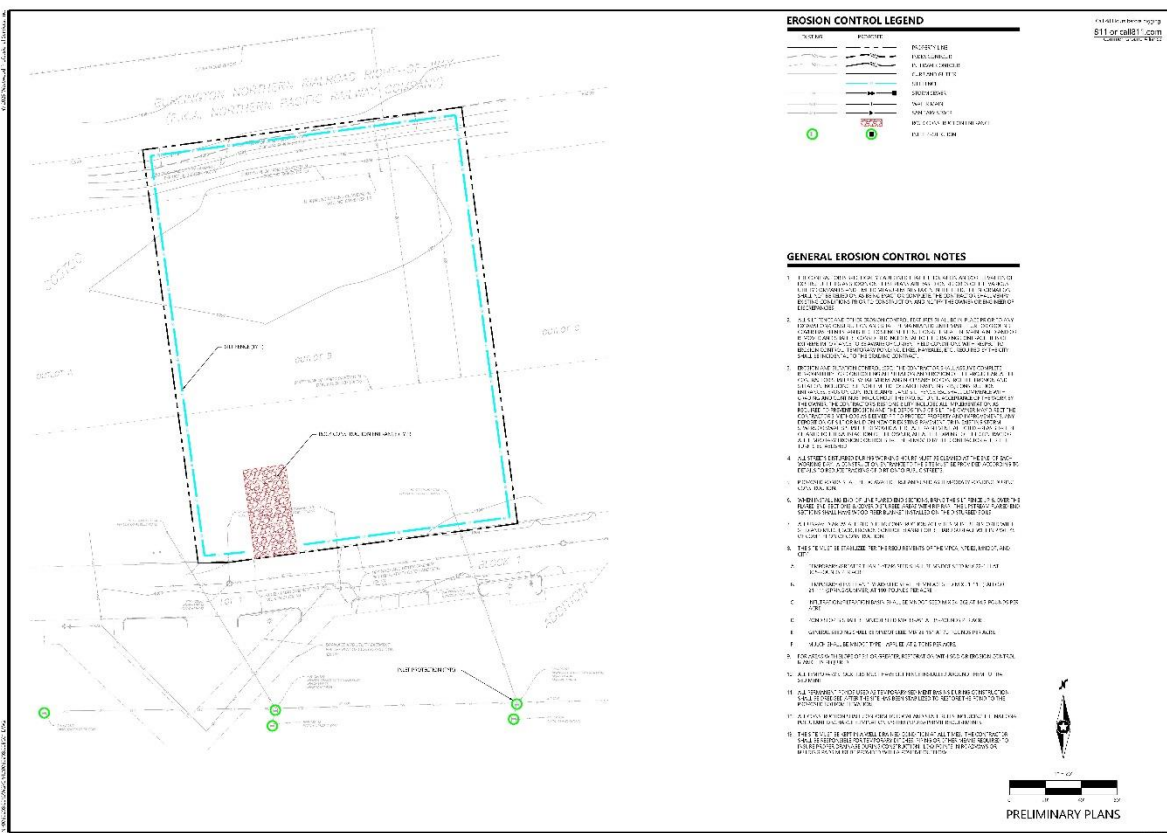
lot 1, Block 1, Costco Second Addition, Crow Wing County, Minnesota, according to the recorded plat thereof.

(Parcel ID: 40070556)

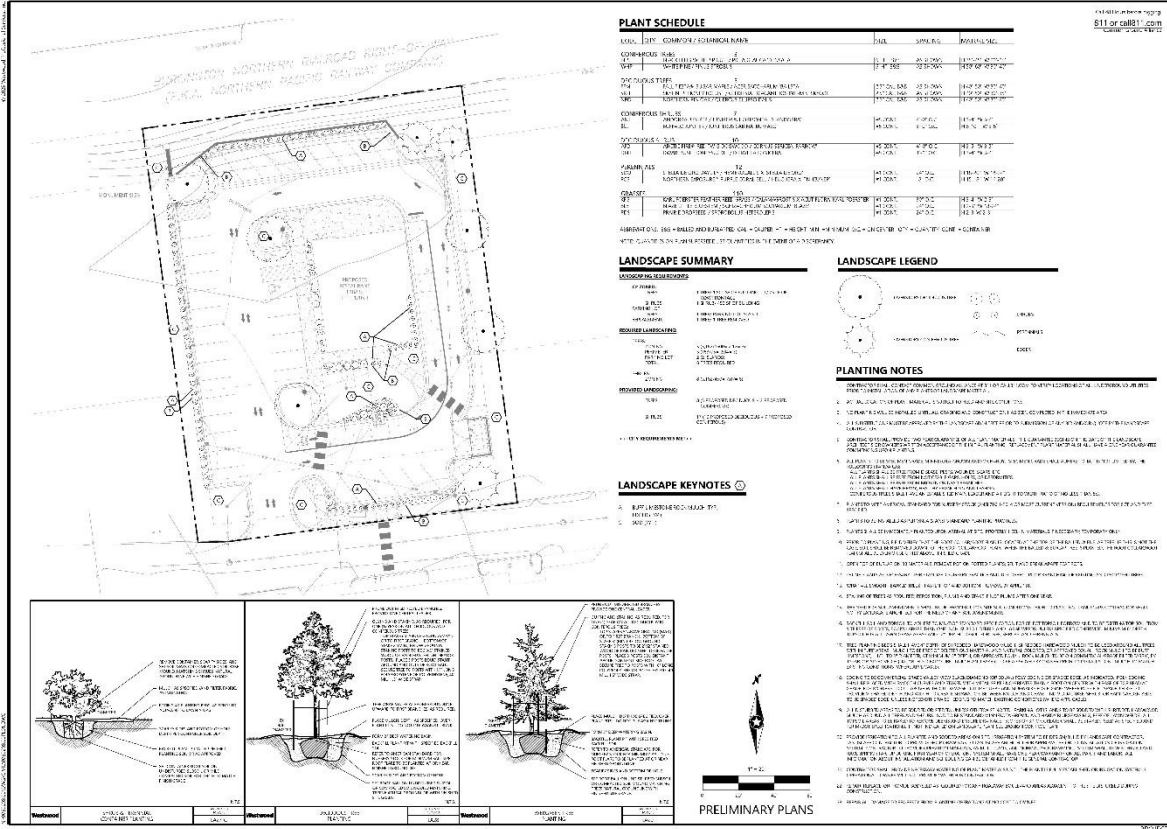
**ATTACHMENT B
THE PLANS**



Westwood
CA COMMERCIAL DISTRICTS
CA PALMDALE BAKERY
UTILITY PLAN
C400
DATE: 10/13/2025
SCALE: 1/8" = 1'-0"



Westwood
CA COMMERCIAL DISTRICTS
CA PALMDALE BAKERY
INITIAL EROSION CONTROL PLAN
C500
DATE: 10/13/2025
SCALE: 1/8" = 1'-0"



DATE: 10/13/2025
 SHEET NO: 10/13/2025
 PROJECT: L100
 CLIENT: WESTWOOD
 DESIGNER: WESTWOOD
 CHECKER: WESTWOOD
 APPROVED: WESTWOOD
 SCALE: 1/8" = 1'-0"

Westwood
 LANDSCAPE PLAN
 L100
 10/13/2025

**ATTACHMENT C: CITY OF BAXTER
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES**

The storm water treatment facilities listed below only apply if the facility is incorporated into the storm water treatment of the Property. If a storm water treatment facility listed below is incorporated into the treatment of the storm water in the future, the owner shall immediately implement the maintenance requirements listed below.

Sweeping Maintenance Requirements

1. Sweep sediment from parking lot a minimum of 4 times a year, more as needed.

Pond Maintenance Requirements

2. Inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City as requested by the City Engineer.
3. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.
4. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.
5. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.
6. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Environmental Manhole Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.
2. Maintenance should be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance should occur immediately after a spill takes place. Appropriate regulatory agencies should also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.

Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.
2. Vegetation
 - a. Maintain at least 80% surface area coverage of plants approved per plan.
 - b. Removal of invasive plants and undesirable woody vegetation.
 - c. Removal of dried, dead and diseased vegetation.
 - d. Re-mulch void or disturbed/exposed areas.
3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Stormwater Basin Maintenance Requirements

1. Ongoing and as needed:
 - a. Prune and weed to maintain appearance
 - b. Remove trash and debris
 - c. Maintain at least 80% surface area coverage of plants approved per plan.
 - d. Removal of invasive plants and undesirable woody vegetation.
 - e. Removal of dried, dead and diseased vegetation.
 - f. Re-mulch void or disturbed/exposed areas.
2. Semi-annually:
 - a. Remove sediment from inflow points (off-line systems)
 - b. Inspect aggregate filter system and clean as needed
 - c. Shrubs should be inspected to evaluate health. Remove dead and diseased vegetation.
3. Annually:
 - a. Inspect and remove any sediment and debris build-up in pre-treatment areas
 - b. Inspect inflow points and bioretention surface for buildup of road sand associated with spring melt period. Remove and replant as necessary.
4. 2 to 3 years:
 - a. Test pH of planting soils. If pH is below 5.2, add limestone. If pH is 7.0 to 8.0, add iron sulfate plus sulfur.
5. Annual inspection and maintenance efforts must be documented and submitted to the City.