

**ESCROW AGREEMENT**

This Escrow Agreement (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Baxter, a Minnesota municipal corporation, hereinafter referred to as the “City,” and CA Commercial Development, 3805 Edwards Road, Suite 390, Cincinnati, OH 45209, hereinafter referred to as “Developer.”

**RECITALS**

WHEREAS, the City has approved a request for site development of a Panera restaurant with parking lot and drive through, pursuant to the plans approved by Resolution 2025-\_\_\_\_\_, attached hereto as **Exhibit A**, for property located near the intersection of Highway 210 and State Highway 371, Property Identification Number 40070556, and legally described as Lot 1, Block 1, Costco Second Addition in the City of Baxter, Crow Wing County, Minnesota, hereinafter referred to as “Property”; and

WHEREAS, the City desires to ensure that certain improvements are installed on the Property according to the approved plans, attached hereto as **Exhibit B**, hereinafter referred to as the “Plans”; and

WHEREAS, the City has a financial interest in ensuring the City is financially compensated for inspection fees associated with the Developer’s installation of the water and sanitary sewer improvements and stormwater improvements as outlined in the Plans, hereinafter referred to as the “Public Improvements”; and

WHEREAS, the City requires the installation and inspection of the Public Improvements to be completed, along with the production of as-builts of the Public Improvements as conditions of the building permit approval; and

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 **Exhibit C**, hereinafter referred to as the "Escrow Funds"; and

WHEREAS, the parties desire to evidence their agreement with respect to the holding and disbursement of the Escrow Funds as described herein.

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

- 1) Within 5 days of full execution of this Agreement, Developer shall pay the City the Escrow Funds in cash. Upon receipt, the City agrees to hold the Escrow Funds and disburse the same in accordance with this Agreement.
  
- 2) The City will not issue a building permit until Developer deposits the Escrow Funds with the City. The Escrow Funds are comprised of 100% of the estimated cost to complete the inspections regarding the Public Improvements, GIS coordination costs, legal and administrative costs, and a \$3,000.00 deposit to be held until the

City receives and approves the as-built drawings for the Public Improvements, which deposit will then be refunded to Developer.

- 3) The Public Improvements to be completed shall be installed in accordance with the site plan approved by Resolution 2025-    , and pursuant to the City Code of the City of Baxter and includes, but is not limited to, the following work:
  - A. Construction of the water and sanitary sewer improvements; and
  - B. Construction of the stormwater improvements.
- 4) Developer must provide as-builts for the water service, sanitary sewer service, stormwater improvements, impervious surface area as outlined below:
  - a. submit them in electronic format in “.dwg file form” at the Developer’s expense. As-built plans shall include a complete set of plans depicting what was actually built and shall include all valves, hydrants, curb stops, sewer manholes, sewer clean-outs, and sewer service ends with a corresponding table showing County Coordinates on each item. Further plans shall include all storm sewer manhole, inverts, overflows, outflows, catch basins, and storm water ponds with elevations and a corresponding table showing County Coordinates on each item for all of the Public Improvements showing 1-foot contours, and percentage of pervious and impervious surface. Stormwater treatment basins shall include topographic survey comparison of as-built and design volume to verify capacity is meeting design requirements.
  - b. The as-builts must be provided to the City within 90 days after issuance of the Temporary Certificate of Occupancy.
- 5) The Escrow Funds will not be released until the Public Improvements identified above are completed and pass City inspections and as-builts have been submitted to the City and approved by the City. Upon completion, final inspection and approval by the City, the City shall return the \$3,000 as-builts deposit and the remaining balance of the Escrow Funds to Developer, if any. No interest shall accrue on said Escrow Funds and only the deposit and remaining portion of the escrow not used for inspection services will be returned to Developer.
- 6) Installation of the Public Improvements and acceptance by the City must be completed before a Temporary Certificate of Occupancy is issued. This Agreement grants the City a license to enter the Property for purposes of inspection of the Public Improvements.

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

CITY OF BAXTER

DEVELOPER:

CA Commercial Development

By \_\_\_\_\_  
Darrel Olson  
Its Mayor

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

Its: \_\_\_\_\_

By \_\_\_\_\_  
Kelly Steele  
Its Assistant City Administrator

Exhibit A  
Resolution 2025-\_\_\_\_\_

# Exhibit B Plans

## PRELIMINARY PLANS

FOR

## SITE IMPROVEMENTS

FOR

## CA PANERA BAXTER BAXTER, MN



Vicinity Map  
A30110-00-01

PREPARED FOR:  
**CA COMMERCIAL DEVELOPMENT**  
 3805 EDWARDS RD. SUITE 390  
 CINCINNATI, OH 45209  
 CONTACT: MARK WILHOITE  
 PHONE: 513-852-1231  
 EMAIL: MWILHOITE@CACOMMERCIALDEVELOPMENT.COM

PREPARED BY:  
**Westwood**

WESTWOOD ARCHITECTURAL & ENGINEERING, INC.  
 10000 WILSON AVENUE, SUITE 100  
 WESTWOOD, OHIO 44091  
 WWW.WESTWOODARCHITECTS.COM

PROJECT NUMBER: 0069208.00  
 CONTACT: JOE SCHRAMM

### SHEET INDEX

| Sheet Number | Sheet Title                          |
|--------------|--------------------------------------|
| C000         | COVER                                |
| C100         | EXISTING CONDITIONS AND REMOVAL PLAN |
| C200         | SITE PLAN                            |
| C300         | GRADING PLAN                         |
| C1000        | UTILITY PLAN                         |
| C500         | INITIAL EROSION CONTROL PLAN         |
| C501         | INITIAL EROSION CONTROL PLAN         |
| C502         | SWPPP NOTES                          |
| C503         | SWPPP NARRATIVE                      |
| C504         | SWPPP MAPS                           |
| C900         | DETAILS                              |
| C901         | DETAILS                              |
| L100         | LANDSCAPE PLAN                       |

| NO. | DATE | REVISION | SHEETS |
|-----|------|----------|--------|
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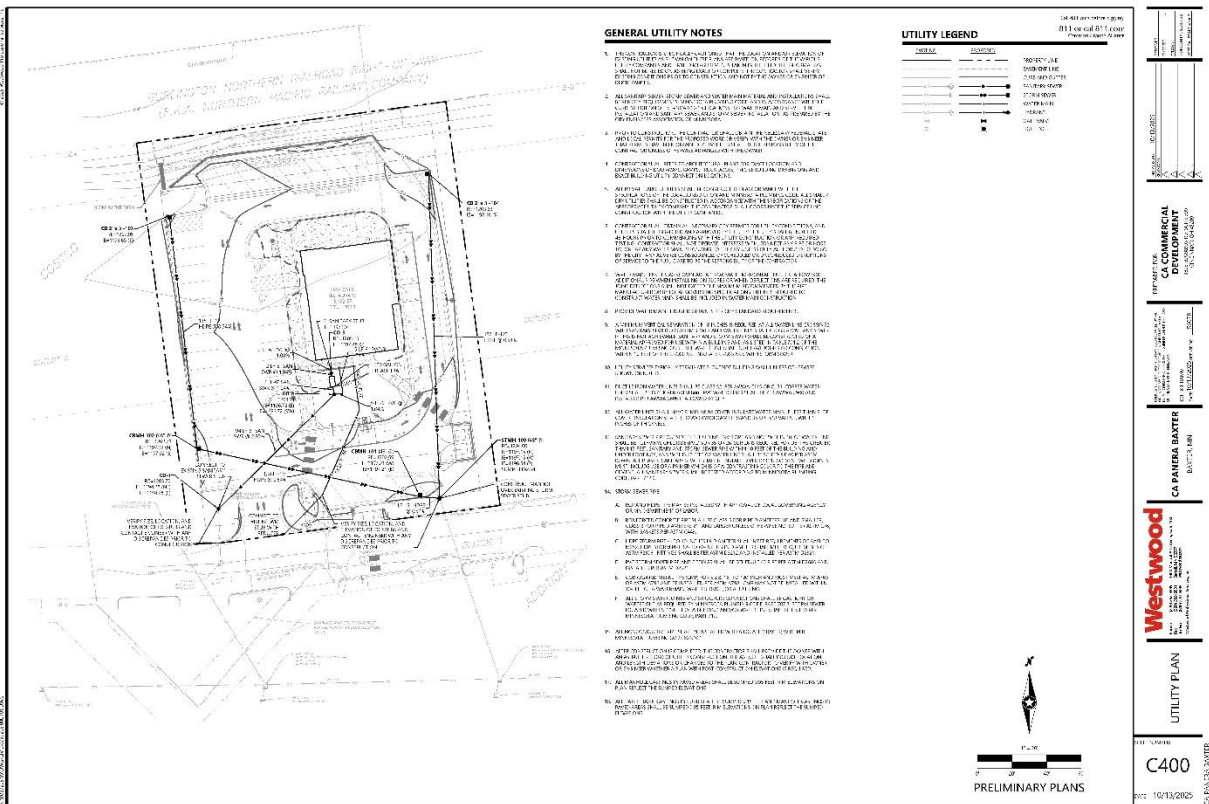
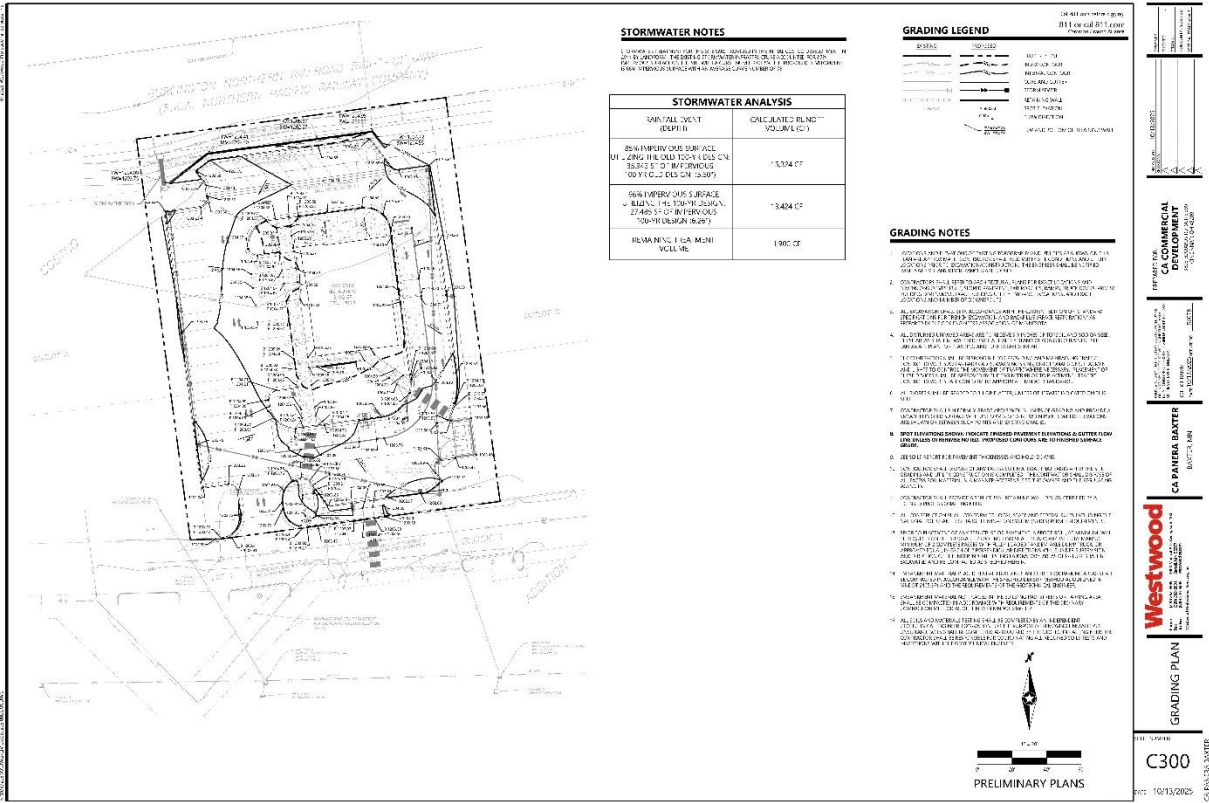
PRELIMINARY PLANS  
 CA  
 SITE IMPROVEMENTS  
 CA  
 CA PANERA BAXTER  
 SHEET 548

REVISION SUBMITTED DATE: 11/13/2015      SHEET: 0039

PROJECT NUMBER: 0069208.00

CA PANERA BAXTER

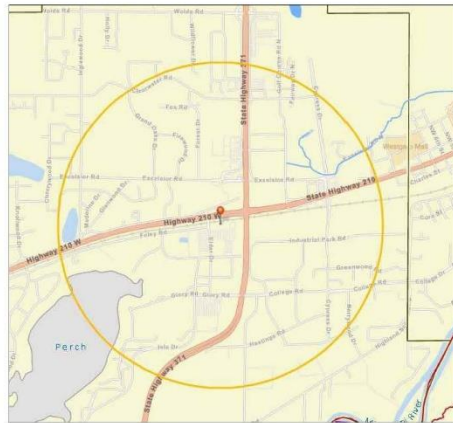








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VICINITY MAP/IMPAIRED WATERS MAP



WEB SOIL SURVEY MAP

| Cross Wing County, Minnesota (MRO35) |  |             |                |
|--------------------------------------|--|-------------|----------------|
| Map Sheet Symbol                     | Map Unit Name  | Area In A01 | Percent of A01 |
| D62B                                 | Zinnstonian<br>loamy fine sand,<br>1 to 6 percent<br>slope | 2.7         | 100.0%         |
| <b>Totals for Area of Interest</b>   |  | <b>2.7</b>  | <b>100.0%</b>  |

SOIL MAP UNIT SYMBOL LEGEND

| AMENDMENT NO. | DATE | REVISION/EXPLANATION AND/OR DESCRIPTION OF CHANGE OR AMENDMENT | DESIGNED BY | PREPARED BY |
|---------------|------|--|-------------|-------------|
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**NOTES:**

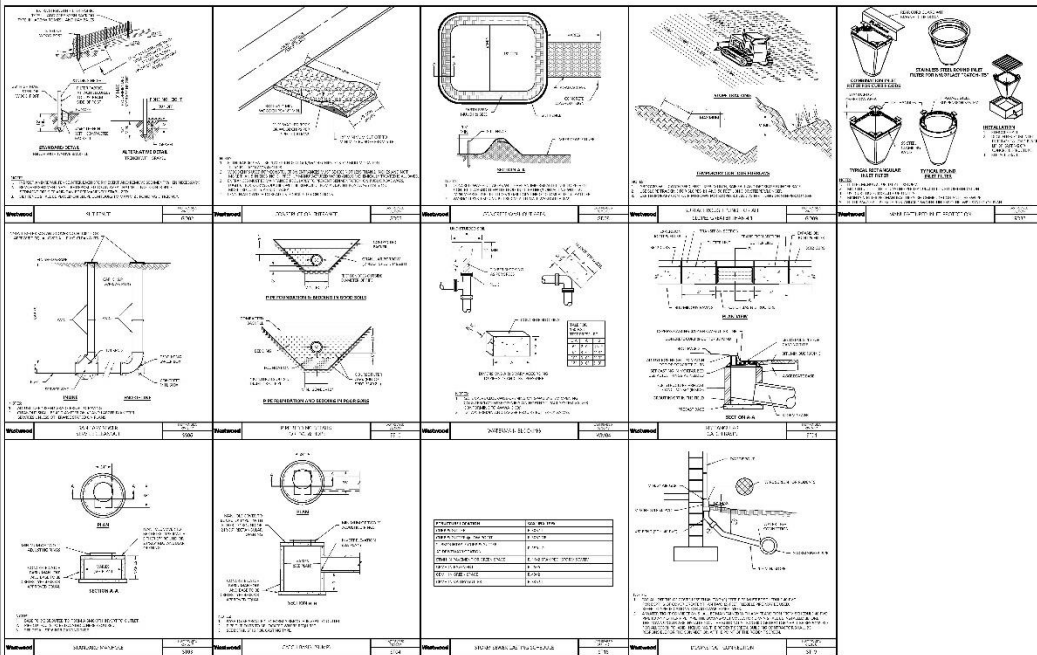
1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
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C504

WESTWOOD  
CA COMMERCIAL DEVELOPMENT  
CA PALMA BAXTER

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WESTWOOD  
CA COMMERCIAL DEVELOPMENT  
CA PALMA BAXTER

DATE: 10/13/2025  
BY: [Signature]  
PROJECT: CA COMMERCIAL DEVELOPMENT

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DATE: 10/13/2025  
BY: [Signature]  
PROJECT: CA COMMERCIAL DEVELOPMENT

DATE: 10/13/2025  
BY: [Signature]  
PROJECT: CA COMMERCIAL DEVELOPMENT

**LANDSCAPE KEYNOTES**

- 1. [Symbol] - [Description]
- 2. [Symbol] - [Description]
- 3. [Symbol] - [Description]

**PLANT SCHEDULE**

| SYMBOL | PLANT NAME | QTY | SIZE | NOTES |
|--------|------------|-----|------|-------|
| 1      | PLANT 1    | 10  | 12"  | ...   |
| 2      | PLANT 2    | 5   | 18"  | ...   |
| 3      | PLANT 3    | 3   | 24"  | ...   |
| 4      | PLANT 4    | 2   | 36"  | ...   |
| 5      | PLANT 5    | 1   | 48"  | ...   |

**LANDSCAPE SUMMARY**

**LANDSCAPE LEGEND**

**PLANTING NOTES**

1. All plantings shall be installed in accordance with the manufacturer's instructions.
2. All plantings shall be installed in accordance with the local climate and soil conditions.
3. All plantings shall be installed in accordance with the local water and irrigation requirements.
4. All plantings shall be installed in accordance with the local maintenance and care requirements.
5. All plantings shall be installed in accordance with the local safety and security requirements.

DATE: 10/13/2025  
BY: [Signature]  
PROJECT: CA COMMERCIAL DEVELOPMENT



Exhibit C

Estimated Escrow Costs