

CITY OF BAXTER
COUNTY OF CROW WING
STATE OF MINNESOTA

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

BRAINERD LAKES INTEGRATED HEALTH SYSTEM

This AGREEMENT, made and entered into this ___ day of _____, 20___, for the maintenance and repair of certain Stormwater Management Facilities is entered into **Brainerd Lakes Integrated Health System**, a **Minnesota Non-Profit Corporation**, party of the first part, hereinafter referred to as “OWNER” and the City of Baxter a municipal corporation under the laws of Minnesota, party of the second part hereinafter referred to as “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 undersigned is the owner of Lot 1, Block 1, Baxter Medical Park Second 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 undersigned is proceeding to build on and develop the Property; and has submitted the Site Plan/Subdivision Plan known as Essentia Health – Musculoskeletal Center Addition, Baxter Clinic, Baxter, 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 undersigned, its successors and assigns, including any homeowners association, (hereinafter the “Landowner”) 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 Landowner.

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 submitted to the City of Baxter’s Engineering Department and 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 immediately 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.
- (5) In the event the Landowner fails to maintain the Facilities in good working condition acceptable to the City, the City may undertake without a public hearing, to enter upon the Property and take such steps as are necessary to correct deficiencies identified in the inspection report and authorize the City to assess the entire final cost of the corrections against above stated Property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner 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 said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The Landowner grants to the City, its authorized agents and employees, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes.

(6) This Agreement shall inure to the benefit of and shall be binding upon the Landowner 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 One, Baxter Medical Park Second Addition and shall be deemed covenants running with the land. 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.

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:

Brainerd Lakes Integrated Health System

By Thomas Prusak
Its President

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Thomas Prusak the President of Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation, on behalf of the company

Notary Public
My commission expires: _____

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 _____, 2022

By: _____

Darrel Olson
Mayor

Attest: _____

Kelly Steele
Assistant City Administrator/Clerk

STATE OF MINNESOTA)

) ss.

COUNTY OF CROW WING)

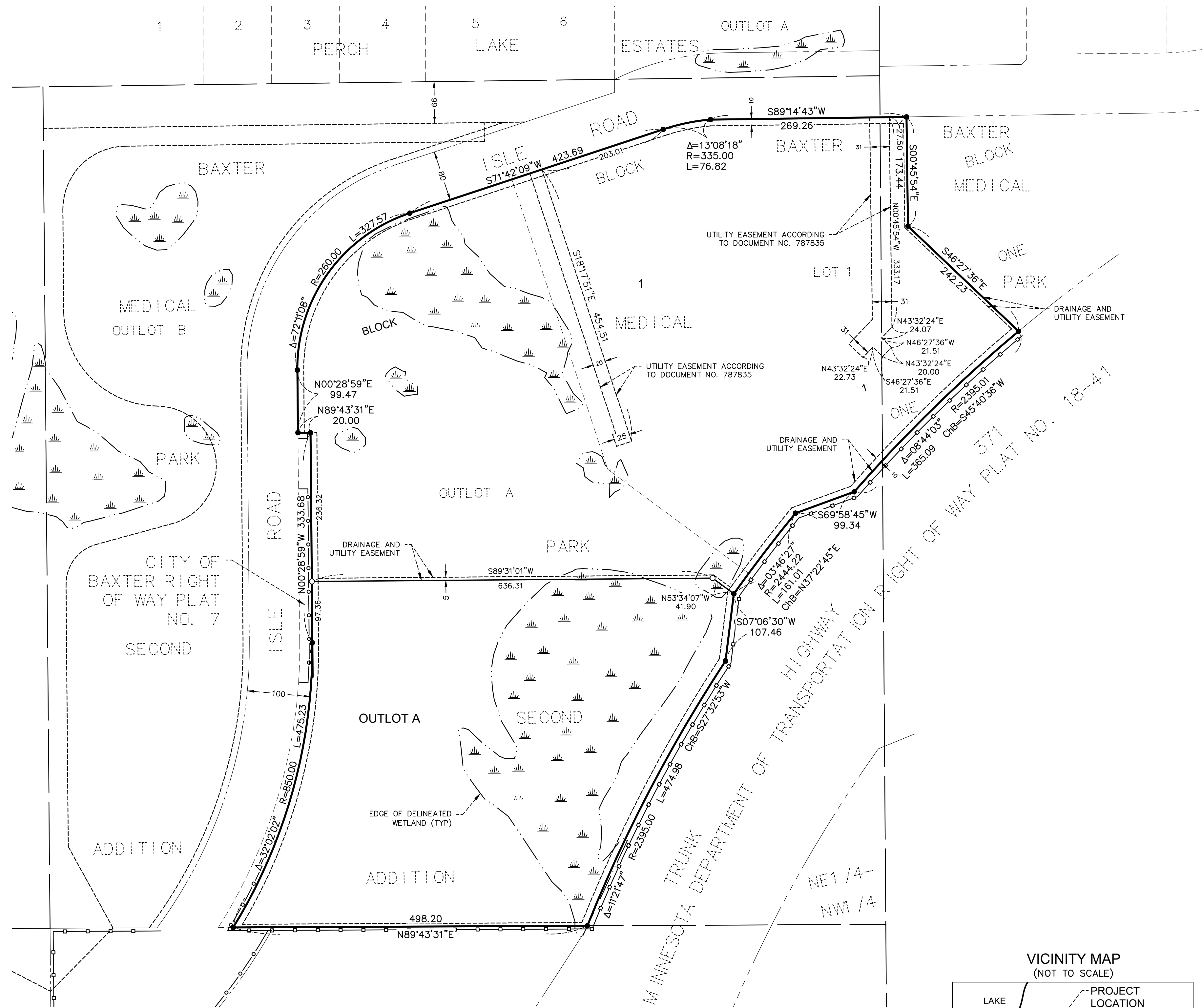
The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Darrel L. Olson and Kelly Steele, the Mayor and Assistant City Administrator/City Clerk of the City of Baxter, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public

My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
City of Baxter
13190 Memorywood Dr.
P.O. Box 2626
Baxter, Minnesota 56425
218/454-5100

BAXTER MEDICAL PARK THIRD ADDITION



KNOW ALL PERSONS BY THESE PRESENTS: That Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation is the owner of the following described property situated in Crow Wing County, Minnesota:

Lot 1 and Outlot A, BAXTER MEDICAL CENTER SECOND ADDITION, According to the recorded plat thereof on file in the Crow Wing County, Minnesota, Recorder's Office.
EXCEPT
Parcel 4, CITY OF BAXTER RIGHT OF WAY PLAT NO. 7, According to the recorded plat thereof on file in the Crow Wing County, Minnesota, Recorder's Office.
Subject to easements, reservations or restrictions of record, if any.

Have caused the same to be surveyed and platted as BAXTER MEDICAL CENTER THIRD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat

IN WITNESS WHEREOF, said Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

The Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation

John Sperrazza, Senior Vice President, Operations

State of _____

County of _____

This instrument was acknowledged before me on _____, by John Sperrazza, Senior Vice President, Operations of Brainerd Lakes Integrated Health System, a Minnesota non-profit corporation.

Notary Public _____

My Commission Expires: _____

I, Chad M. Conner, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Chad M. Conner, Land Surveyor
Minnesota License Number 41643

State of Minnesota
County of Crow Wing

This instrument was acknowledged before me on _____ by Chad M. Conner.

Darcie French
Notary Public, Crow Wing County, Minnesota
My Commission Expires: 01-31-2023

This plat of BAXTER MEDICAL CENTER THIRD ADDITION was approved and accepted by the City Council of the City of Baxter, Minnesota, at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of the Minnesota Statutes, Section 505.03, Subd. 2.

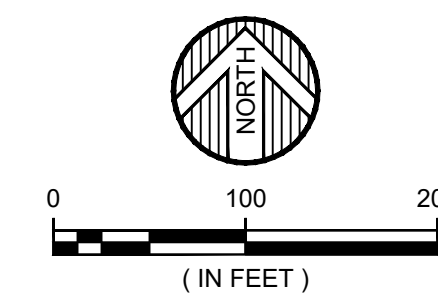
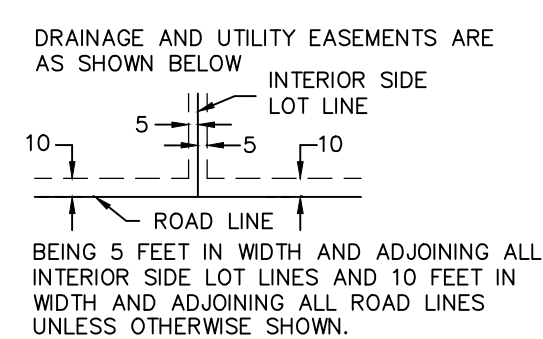
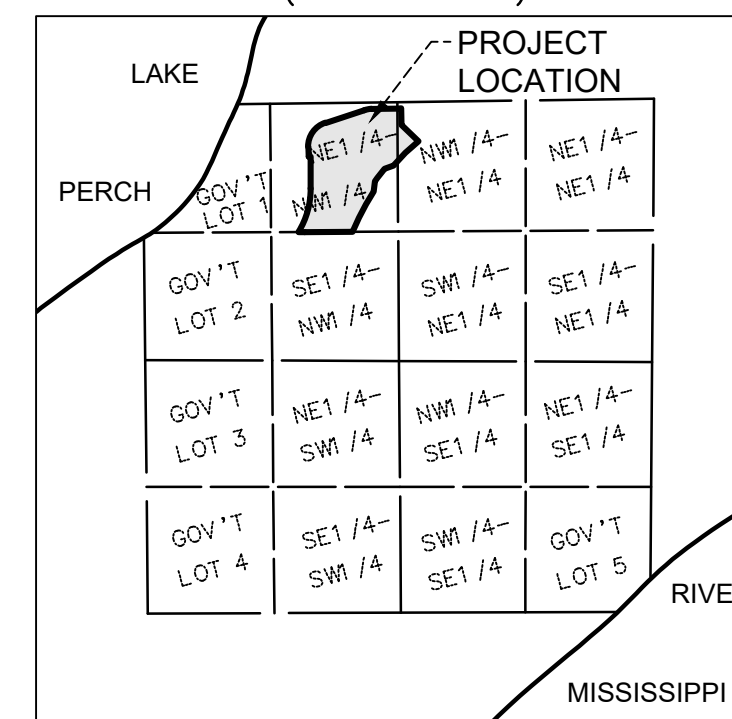
Mayor _____

Assistant City Administrator/City Clerk

Pursuant to Minnesota Statutes, Chapter 272.12, that there are no delinquent taxes on the land hereinbefore described on this plat and transfer and pursuant to Chapter 505.021, Subd. 9, taxes payable for the year 20____ on the land hereinbefore described have been paid this ____ day of _____, 20____.

Auditor/Treasurer
Crow Wing County, Minnesota

VICINITY MAP
(NOT TO SCALE)



- ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COORDINATE DATABASE NAD 83
- = DENOTES FOUND IRON MONUMENT
 - = DENOTES 1/2 INCH IRON PIPE MONUMENT SET AND MARKED RLS # 41643
 - ▭ = DENOTES DELINEATED WETLAND
 - = DENOTES EXISTING RIGHT OF CONTROLLED ACCESS DEDICATED TO THE CITY OF BAXTER
 - = DENOTES EXISTING RIGHT OF CONTROLLED ACCESS DEDICATED TO THE STATE OF MINN.

PRELIMINARY PLAT BAXTER MEDICAL PARK THIRD ADDITION

OWNER	BRAINERD LAKES INTEGRATED HEALTH 2024 SOUTH 6TH ST BRAINERD, MN 56401
DESCRIPTION	LOT 1, BLOCK ONE AND OUTLOT A, BAXTER MEDICAL PARK SECOND ADDITION SECTION 18, TOWNSHIP 133, RANGE 28, CROW WING COUNTY, MN.
SURVEYOR	CHAD M. CONNER WIDSETH 7804 INDUSTRIAL PARK ROAD BAXTER, MN.
AREA	22.0 ACRES
ZONING	OS, OFFICE SERVICE
DATE	MAY 24, 2022

SURVEYOR'S NOTES:

ACCORDING TO THE CROW WING COUNTY GIS MAPPING APPLICATION, THE SUBJECT PROPERTY IS LOCATED WITHIN THE OFFICE SERVICE ZONING DISTRICT.

ACCORDING TO THE CITY OF BAXTER CITY CODE, THE BUILDING SETBACK LINES FOR THE OFFICE SERVICE ZONING DISTRICT ARE AS FOLLOWS:

PRINCIPLE STRUCTURE SETBACKS

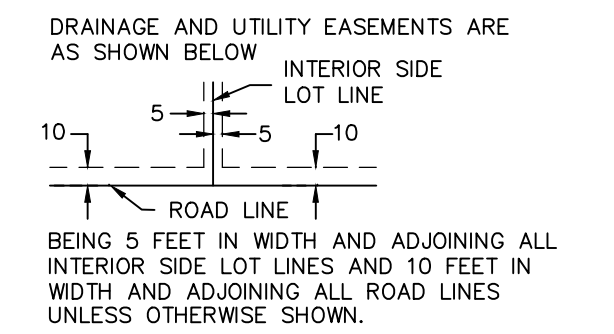
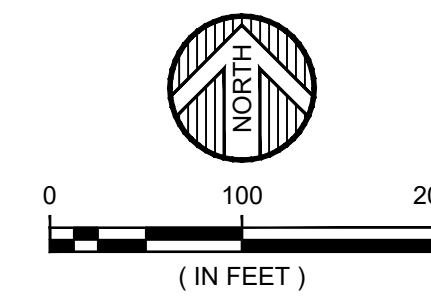
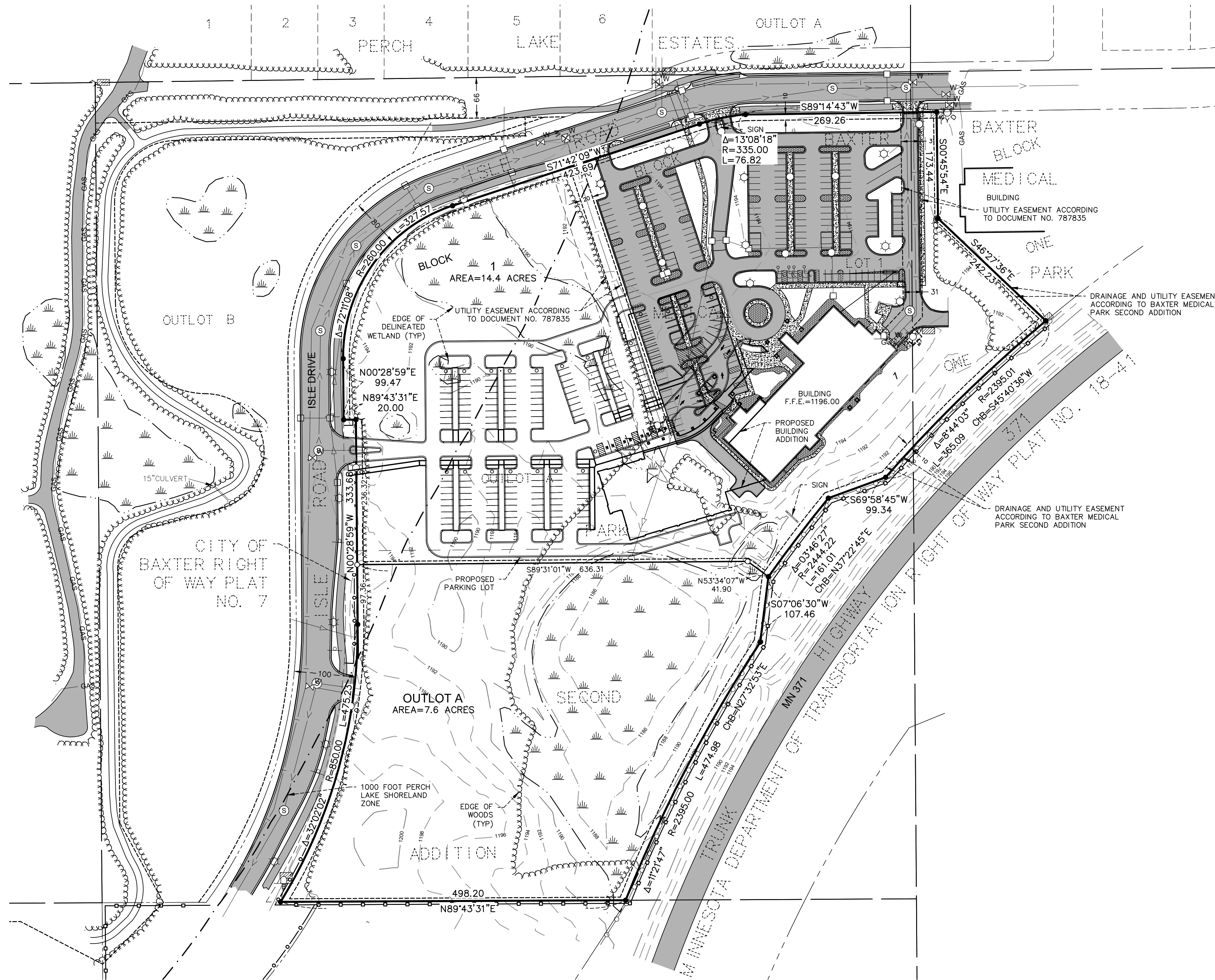
FRONT YARD	=	35 FEET
SIDE YARD	=	10 FEET
SIDE YARD	=	35 FEET ABUTTING CORNER
REAR YARD	=	30 FEET

ACCESSORY STRUCTURE SETBACKS

FRONT YARD	=	35 FEET
SIDE YARD	=	10 FEET
SIDE YARD	=	35 FEET ABUTTING CORNER
REAR YARD	=	10 FEET

ACCORDING TO F.E.M.A. COMMUNITY PANEL NUMBER 27035C0510C EFFECTIVE DATE AUGUST 15, 2017 THE SUBJECT PROPERTY IS WITHIN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) AND ZONE "AE" (SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION).

THE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY ARE ACCORDING TO OBSERVED EVIDENCE AND GOPHER ONE, TICKET NO. 220670664 TOGETHER WITH PLANS. WIDSETH ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND ACCURACY OF THESE LOCATIONS. FURTHER LOCATIONS AND VERIFICATIONS ARE RECOMMENDED BEFORE ANY CONSTRUCTION OR EXCAVATION.



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CITY OF BAXTER COORDINATE DATABASE NAD 83

ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH IRON PIPE MONUMENT SET AND MARKED RLS # 41643
- ⊙ = DENOTES SANITARY SEWER MANHOLE
- ⊕ = DENOTES HYDRANT
- ⊕ = DENOTES WATER VALVE
- ⊕ = DENOTES CATCH BASIN
- ⊕ = DENOTES STORM SEWER APRON
- ⊕ = DENOTES LIGHT POLE
- ⊕ = DENOTES ELECTRIC TRANSFORMER
- ⊕ = DENOTES ELECTRIC METER
- ⊕ = DENOTES GAS METER
- ⊕ = DENOTES CONIFEROUS TREE
- ⊕ = DENOTES DECIDUOUS TREE
- ⊕ = DENOTES SHRUB
- ⊕ = DENOTES DELINEATED WETLAND
- ⊕ = DENOTES HANDICAPPED PARKING STALL
- ⊕ = DENOTES UNDERGROUND NATURAL GAS LINE
- ⊕ = DENOTES SANITARY SEWER LINE
- ⊕ = DENOTES STORM SEWER LINE
- ⊕ = DENOTES WATER LINE
- ⊕ = DENOTES CHAINLINK FENCE
- ⊕ = DENOTES EASEMENT
- ⊕ = DENOTES RIGHT OF CONTROLLED ACCESS DEDICATED TO THE CITY OF BAXTER
- ⊕ = DENOTES RIGHT OF CONTROLLED ACCESS DEDICATED TO THE STATE OF MINNESOTA

- = DENOTES BITUMINOUS SURFACE
- = DENOTES CONCRETE SURFACE
- = DENOTES LANDSCAPING SURFACE

IMPERVIOUS CALCULATIONS:
(FOR LOT 1, BLOCK 1, BAXTER MEDICAL PARK THIRD ADDITION ONLY)

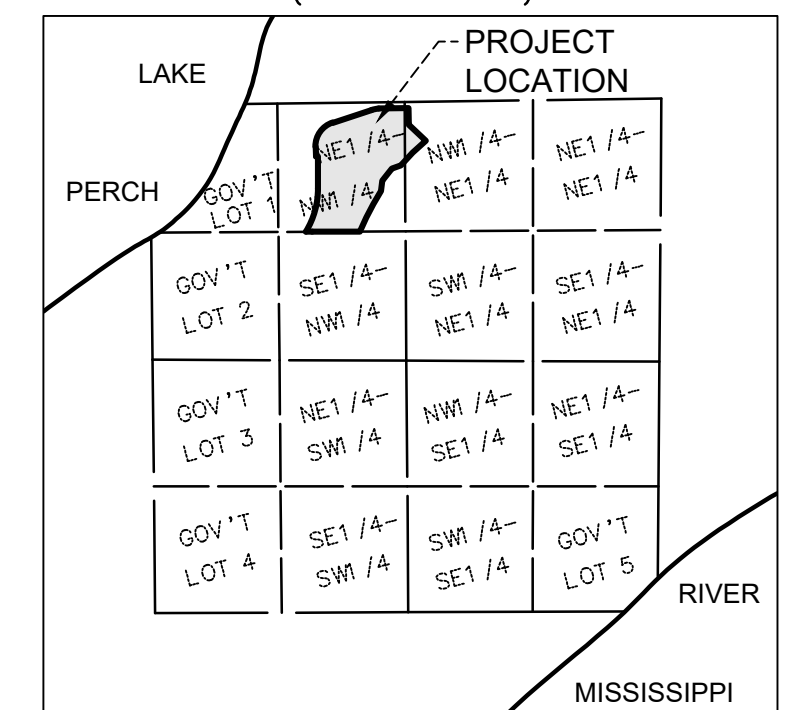
TOTAL AREA NON-SHORELAND= 496,973± SQ. FT. (11.4 ACRES)

EXISTING CONDITIONS:
IMPERVIOUS COVERAGE = 299,850 SQ. FT.
IMPERVIOUS PERCENTAGE = 60.3 %
(299,850 / 496,973 = 0.6034)

TOTAL AREA SHORELAND= 131,886± SQ. FT. (3.0 ACRES)

EXISTING CONDITIONS:
IMPERVIOUS COVERAGE = 22,525 SQ. FT.
IMPERVIOUS PERCENTAGE = 17.1 %
(22,525 / 131,886 = 0.1708)

VICINITY MAP
(NOT TO SCALE)



**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.