

**CONSTRUCTION, REPAIR AND MAINTENANCE AGREEMENT FOR
SANITARY SEWER AND WATER MAIN**

THIS CONSTRUCTION, REPAIR AND MAINTENANCE AGREEMENT FOR SANITARY SEWER AND WATER MAIN (“Agreement”) is made, entered into and effective this ____ day of _____, 2026, by and among the City of Baxter, a Minnesota municipal corporation (“City”), and St. Joseph’s Medical Center, a Minnesota nonprofit corporation (“Developer”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Improvements. Improvements, collectively, means the private sanitary sewer utilities and private water main installed and constructed by Developer on the Subject Land, as depicted on Exhibit A, attached hereto and incorporated herein.

1.2 Subject Land. Subject Land means the following real property located in the City of Baxter, Crow Wing County, State of Minnesota, legally described as follows:

Lot 1, Block 1, THIRD ADDITION TO BAXTER WAL-MART SUBDIVISION, according to the recorded plat thereof on file in the Office of the County Recorder, Crow Wing County, Minnesota.

PID: 40060975
Abstract Property

**ARTICLE 2
RECITALS**

Recital No. 1. Developer owns the Subject Land.

Recital No. 2. The Developer will construct, own, operate, maintain and manage the Improvements on the Subject Land.

Recital No. 3. By this Agreement the parties seek to:

- a. Impose upon the Developer the responsibility of constructing, maintaining, repairing and restoring the Improvements, as provided herein;
- b. Provide a mechanism where the City may charge-back to the Subject Land any maintenance, repair or restoration work that the City performs in the event the Developer fails to perform its obligations to reconstruct, repair and restore the Improvements.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE OF IMPROVEMENTS**

3.1 Maintenance of Improvements. The Developer shall construct, maintain, repair, reconstruct and restore the Improvements at its cost, as needed, so that the Improvements are functional and operational in conformance with the purpose of the Improvements.

3.2 Notice of Non-Compliance; Cure Period. If the City determines, in its reasonable discretion, that the Developer has not complied with Sections 3.1 of this Agreement, it shall provide written notice to the Developer of such failure to comply. This notice shall specify that the Developer will have thirty (30) days to comply with Sections 3.1, unless thirty (30) days is not practicable for the Developer to cure the default, in which case the Developer shall be given a reasonable time, as determined by the City, to cure the default provided the Developer has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Developer to comply with Sections 3.1, in the event of an emergency as reasonably determined by the City, the City may perform the work to be performed by the Developer without giving prior written notice to the Developer, but giving as much notice as is practicable under the circumstances, and the City and its agents shall access the Improvements in a manner that does not unreasonably interfere with the use of the Subject Land by the Developer or its tenants. If the City performs emergency service work, the Developer shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.3 and 3.4 with respect to the billing, collection and/or tax certification of such costs.

3.3 Payment of Costs Incurred by City. If the Developer fails to comply with Section 3.1 of this Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as reasonably determined by the City, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Subject Land to perform such work. The City shall charge all actual, reasonable costs incurred by the City to perform the tasks necessary for compliance to the Developer. The amount of costs charged by the City to the Developer shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with Section 3.1 of this Agreement. The Developer shall make payment directly to the City within thirty (30) days after invoicing by the

City supported by reasonably detailed documentation. Bills not paid by the date stated on the invoice shall incur the standard penalty and interest established by the City for utility billings within the City.

3.4 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made pursuant to Section 3.3, the City may certify to Crow Wing County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

If the City has performed Developer's obligations hereunder, Developer hereby waives any and all procedural and substantive objections to special assessments for the costs and expenses incurred by the City including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Developer waives any appeal rights otherwise available pursuant to Minnesota Statute §429.081. The Developer acknowledges that the benefit from the performance of tasks by the City to ensure compliance with Section 3.1 of this Agreement equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

3.5 Grant of Easement For Maintenance and Repair. The Developer agrees that its obligations relating to the Improvements set forth in Sections 3.1 of this Agreement exist. The Developer hereby grants the City a right of access and easement to the extent reasonably necessary to access and enter the Subject Land for the purposes of performing the rights and obligations of the City to perform service work pursuant to Section 3.2.

ARTICLE 4 **MISCELLANEOUS**

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the parties and the successors and assigns of the parties.

4.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

4.3 Option. If the Subject Land is conveyed to more than one owner and the Improvements will serve multiple properties with different owners, then the Developer shall

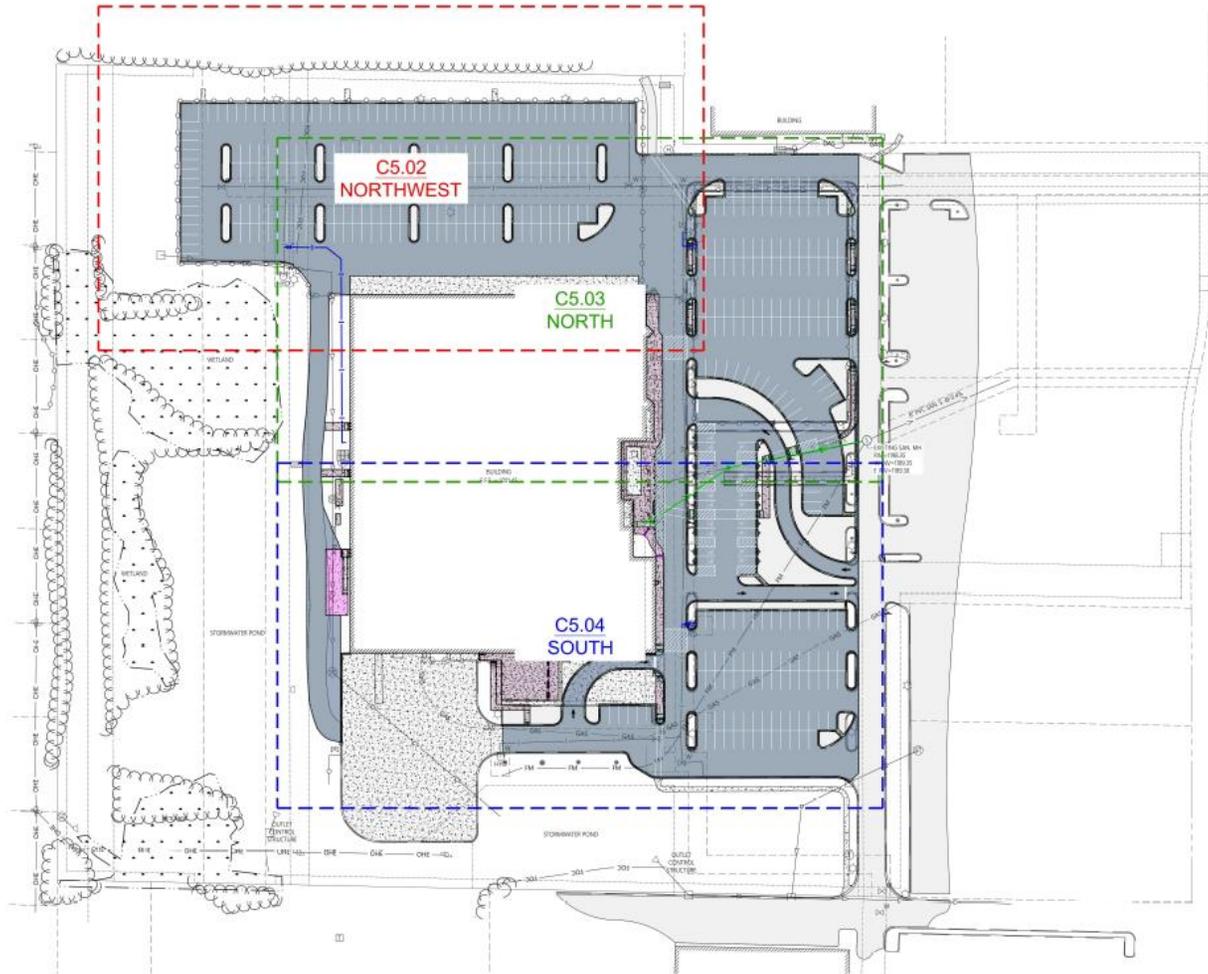
provide notice of the sale to the City and the City shall decide in its sole discretion, if: (i) this Agreement should be modified or amended; or (ii) this Agreement should be terminated, in which case the Developer shall convey an easement to the City over the Improvements , thereby making the Improvements public infrastructure. Developer shall cooperate and comply with the City's decision in order to effectuate the modification or amendment to this Agreement or the conveyance of the Improvements.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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EXHIBIT A
DEPICTION OF IMPROVEMENTS

(attached on the following pages)



GENERAL UTILITIES PLAN NOTES

1. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED 'STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA'.
2. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY AND THE MINNESOTA PLUMBING CODE, LATEST VERSION.
3. THE ENGINEER HAS MADE AN ATTEMPT TO SHOW ALL PUBLIC UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT. PUBLIC UTILITIES SHOWN ON THIS PLAN WERE DRAWN USING FIELD SURVEY INFORMATION AND MAPS PROVIDED TO THE ENGINEER BY THE UTILITY COMPANIES AS A RESULT OF A GOPHER STATE ONE CALL DESIGN LOCATE REQUEST. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS PRIOR TO CONSTRUCTION.
4. PRIVATE UTILITY LOCATES ARE TO BE COORDINATED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION LOCATES AND SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AT LEAST 48 HOURS BEFORE CONSTRUCTION.
5. WATER LINES SHALL BE INSTALLED WITH A MINIMUM OF 8.5 FEET OF COVER.
6. UTILITY SERVICES TERMINATE 5 FEET OUTSIDE THE BUILDING WALL. UNLESS OTHERWISE STATED, SEE ARCHITECTURAL PLAN OR MECHANICAL PLAN FOR EXACT LOCATION AND CONSTRUCTION DETAILS FROM BUILDING WALL TO 5 FEET OUTSIDE BUILDING WALL. COORDINATE SERVICE LOCATION ENTRIES WITH THE MECHANICAL ENGINEER.
7. ALL MATERIALS AND FITTINGS SHALL MEET MINNESOTA PLUMBING CODE, LATEST VERSION. SANITARY GRAVITY PIPE SEWER SHALL BE PVC SCHEDULE 40 MEETING ASTM F794. WATERMAIN SHALL BE PVC C900 MEETING AWWA C900 AND ASTM F1784.

PROPOSED UTILITIES LEGEND

	SANITARY CLEANOUT
	SANITARY GRAVITY PIPE
	HYDRANT
	WATER MAIN VALVE
	WATER MAIN PIPE



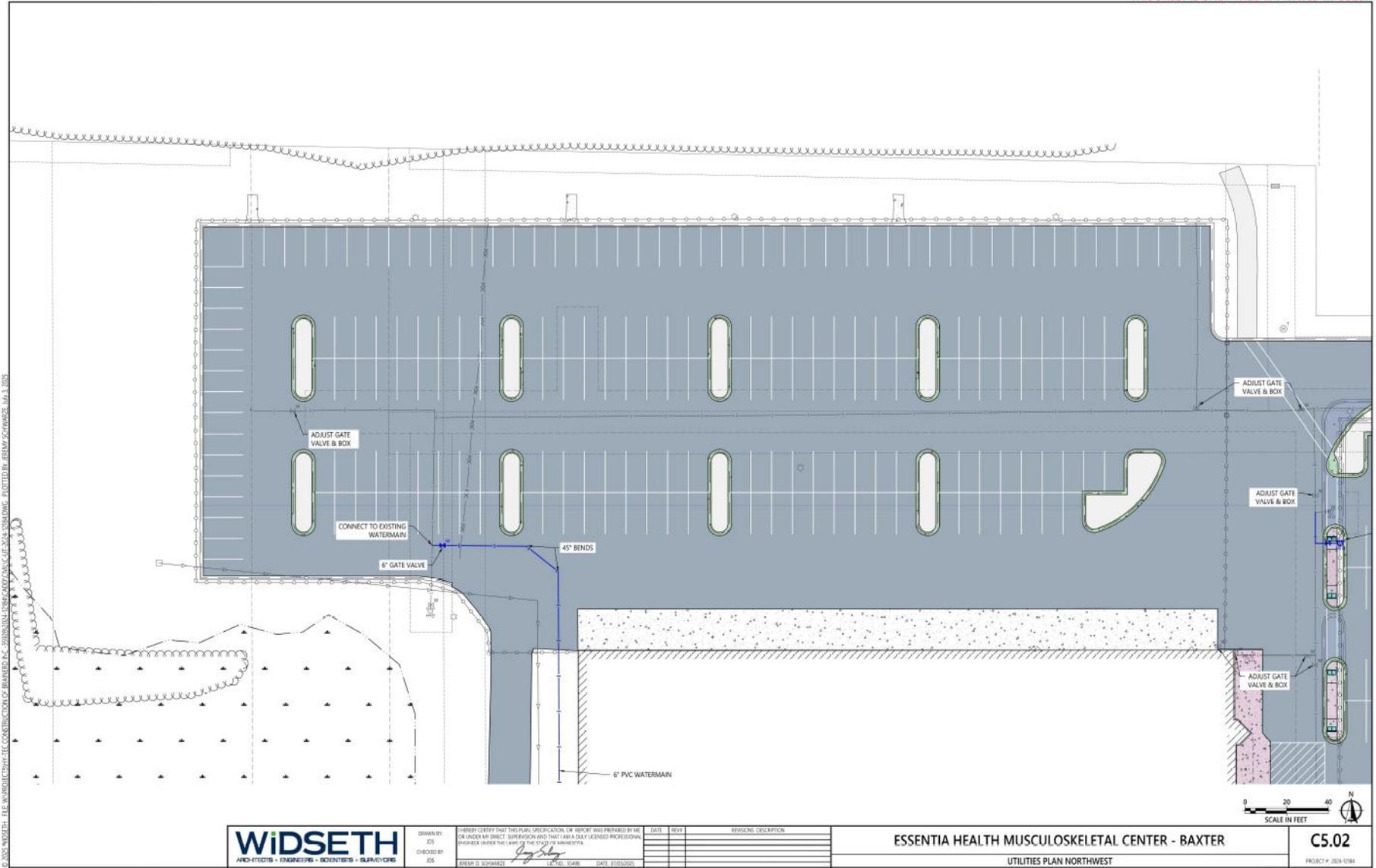
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DRAWN BY: JOS CHECKED BY: JOS DESIGNER: BERNI SCHWARTZ LICENSE NO.: LE 700, 5348 DATE: 05/20/25	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	DATE: REVISION: REGIONAL DESCRIPTION:
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ESSENTIA HEALTH MUSCULOSKELETAL CENTER - BAXTER
UTILITIES PLAN OVERALL

C5.01
PROJECT # 2024-1084



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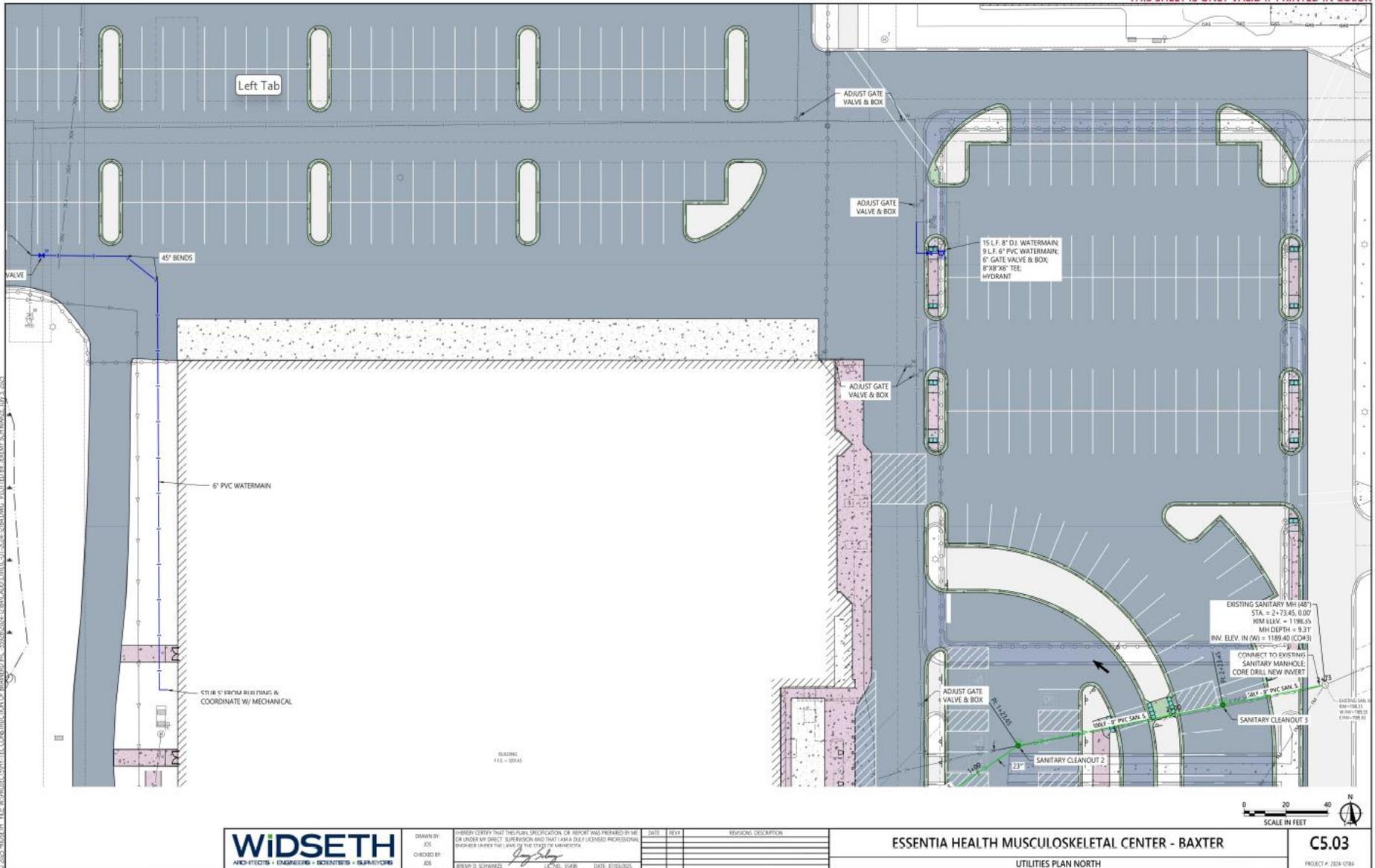
DRAWN BY: JCS
CHECKED BY: JCS
DESIGN & SUPERVISOR: *[Signature]*
DATE: 12/14/23

DATE	REVISION DESCRIPTION

ESSENTIA HEALTH MUSCULOSKELETAL CENTER - BAXTER
UTILITIES PLAN NORTHWEST

C5.02
PROJECT # 2024-0284

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DRAWN BY: JDS
 CHECKED BY: JDS
 DESIGNER: JERRY D. SCHWARTZ
 LICENSE: 27438
 DATE: 07/02/2024

DATE	REVISION DESCRIPTION

ESSENTIA HEALTH MUSCULOSKELETAL CENTER - BAXTER
 UTILITIES PLAN NORTH

C5.03
 PROJECT # 2024-1788



