

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 _____, 2026, is entered into by and between Kuepers Construction, Inc., a Minnesota corporation (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 commercial building with surface parking 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 (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]

OWNER:
Kuepers Construction, Inc.

By: _____
[Print name]
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that s/he is the _____ of Kuepers Construction, Inc., a Minnesota corporation, on behalf of the entity.

Notary Public

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 _____, 2026, 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:
Greta Bjerkness (#0390575)
Kennedy & Graven, Chartered (GLB)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

ATTACHMENT A
THE PROPERTY

Lot 1, Block 1, Timberline Heights Second Addition

TIMBERLINE HEIGHTS PH. 2
BAXTER, MN

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GORMER STATE ONE CALL AT 601-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRS, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

PROPERTY LINE
 EXISTING CONTOURS
 PROPOSED CONTOURS
 DITCHES
 EMBANKMENTS
 KEYWAY
 KEYWAY RETAINING BANK
 STORM SEWER
 SANITARY SEWER
 HIGHWAY
 FENCE
 OVERHEAD POWER LINE
 UNDERGROUND ELECTRIC
 CULVERT
 SOIL BORING
 SANITARY SEWER MANHOLE
 SANITARY CLEVERET
 STORM SEWER MANHOLE
 STORM SEWER CATCH BASIN
 WARD LANE VALVE
 MISTAKE
 EXISTING TIE LINE
 INLET PROTECTION
 ROCK CONSTRUCTION ENTRANCE
 SALT FENCE

INTER:
PURVIS INC.
CHRIS RANHAM
17018 COMMERCIAL PARK ROAD
BALTIMORE, MD 21244
PH: 210.829.0707
EMAIL: CHRIS@PURVIS.COM

PLUMPTRE:
CAMPO ENGINEERING SERVICES, INC.
MARTY CAMPO
PO BOX 41486
PLEASANTON, MD 55441
PHONE: 763.486.3759
EMAIL: MCAMPO@CAMPOENGINE.COM

SURVEYOR:
WESTWOOD
12701 WHITEWATER DRIVE, SUITE 300
MINNETONKA, MN 55343
PH: 952.928.2326
EMAIL: NATHAN.SURVEY@WESTWOOD.COM

1. THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION"
LATEST EDITION & SUPPLEMENTS.
2. CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM)
STANDARD UTILITIES SPECIFICATIONS. (LATEST
EDITION)
3. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS
AND ORDINANCE WILL BE COMPLIED WITH IN THE
CONSTRUCTION OF THIS PROJECT.
4. BAXTER CITY STANDARD SPECIFICATIONS & DETAILS.

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	CERTIFICATE OF SURVEY/EXISTING CONDITIONS
3.	SITE PLAN
4.	UTILITY PLAN
5.	GRADING PLAN
6.	STORM WATER POLLUTION PREVENTION PLAN
7.	DETAILS
8.	DETAILS
9.	DETAILS
10.	DETAILS



BENCHMARK:
CAPPED IRON PIPE WITH REFERENCE CAP
LOCATED APPROXIMATELY 150' NW OF
NORTHEAST PROPERTY CORNER.
ELEV = 1203.85



CAMPION
ENGINEERING
SERVICES, INC.

● Civil Engineering ● Land Planning
1800 Flatwater Creek Center,
P.O. Box 249
Maple Plain, MN 55359
Phone: 763-479-5172
Fax: 763-479-4242
E-Mail: info@mpl.complanning.com

I hereby certify that this plan, specification or report has been 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.

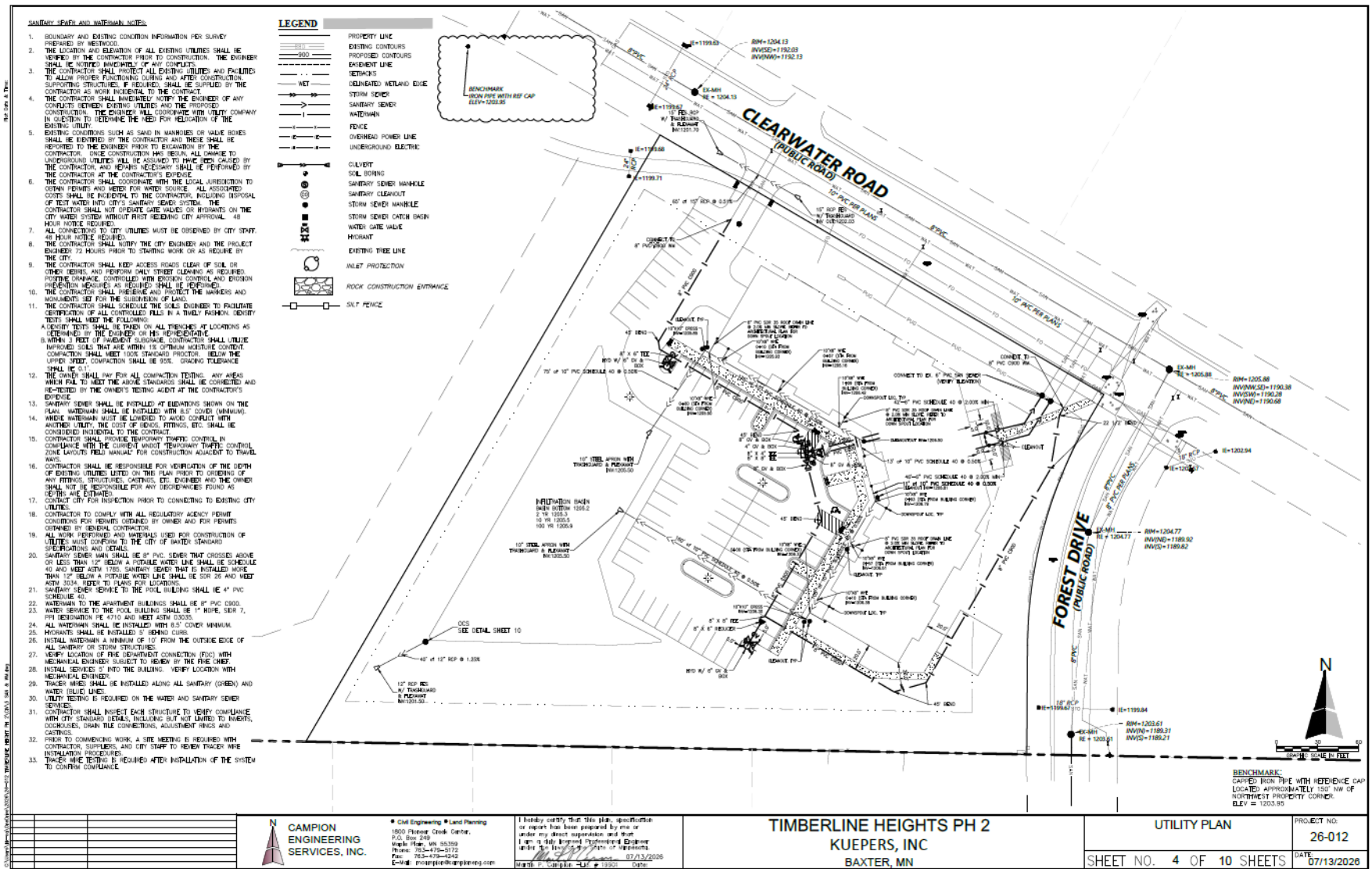
M. P. Coleman 07/13/20
 M. P. Coleman, L.E. • 19901 Date

TIMBERLINE HEIGHTS PH 2
KUEPERS, INC
BAXTER, MN

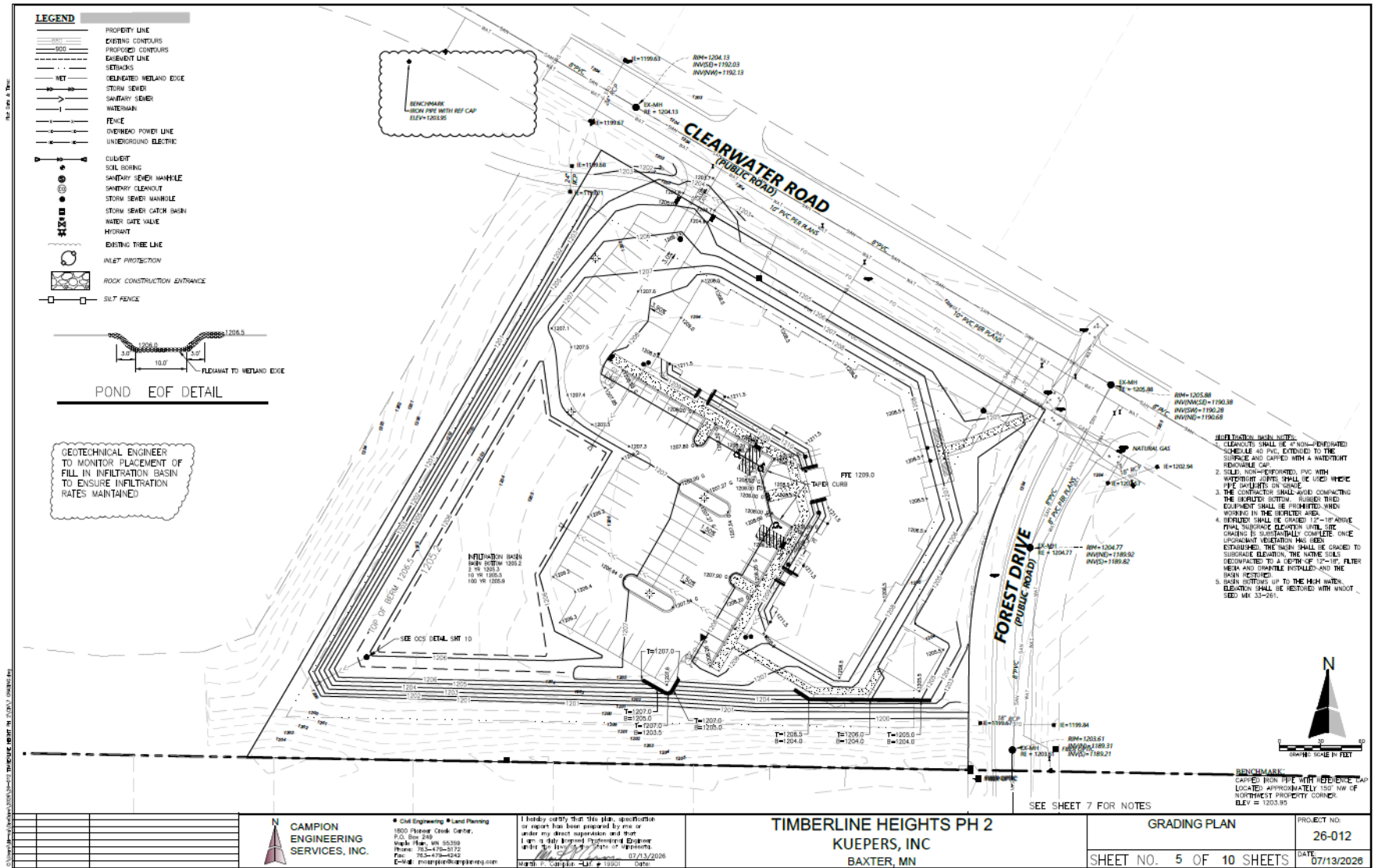
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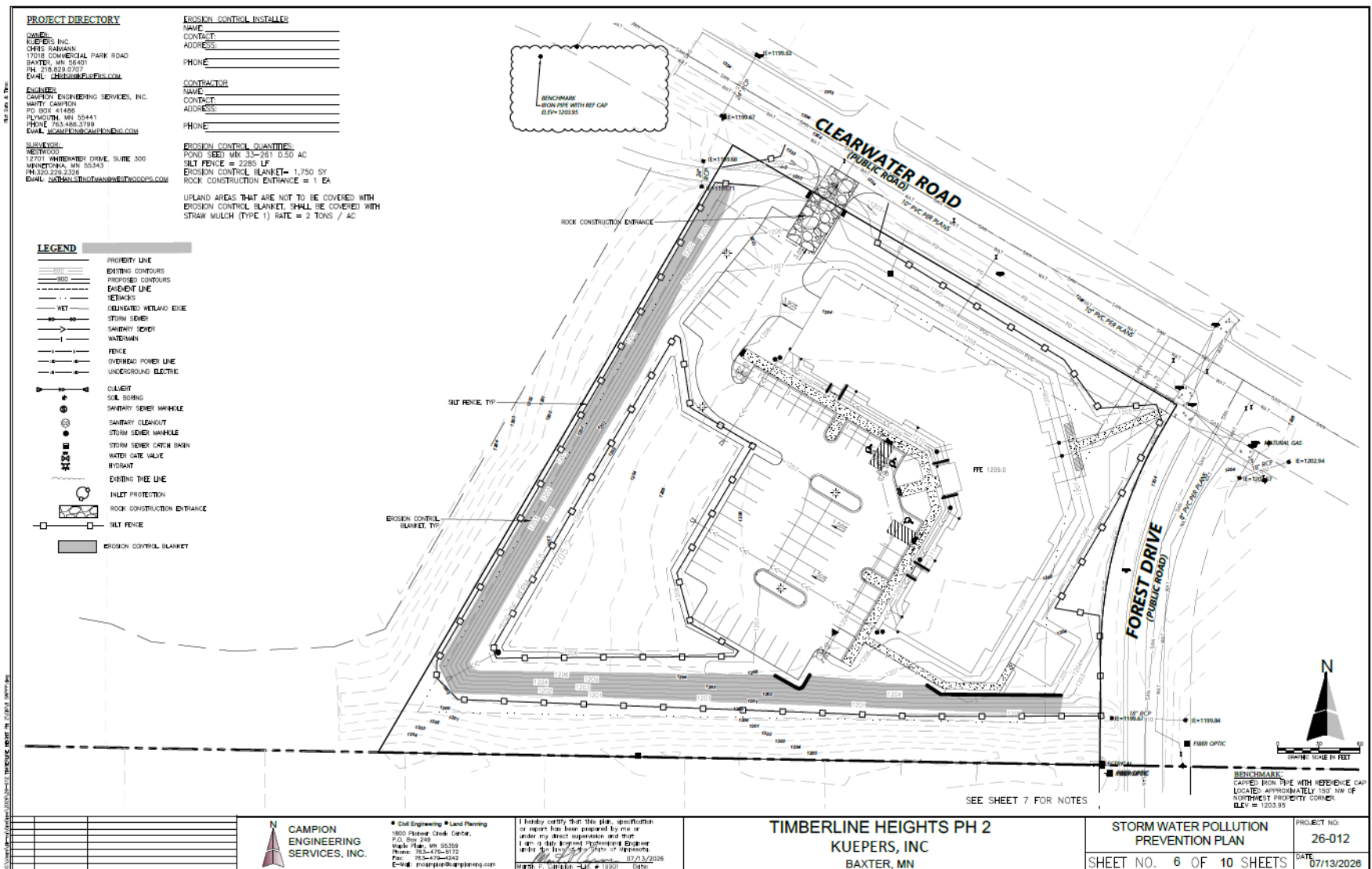
SHEET NO. 1 OF 10 SHEETS

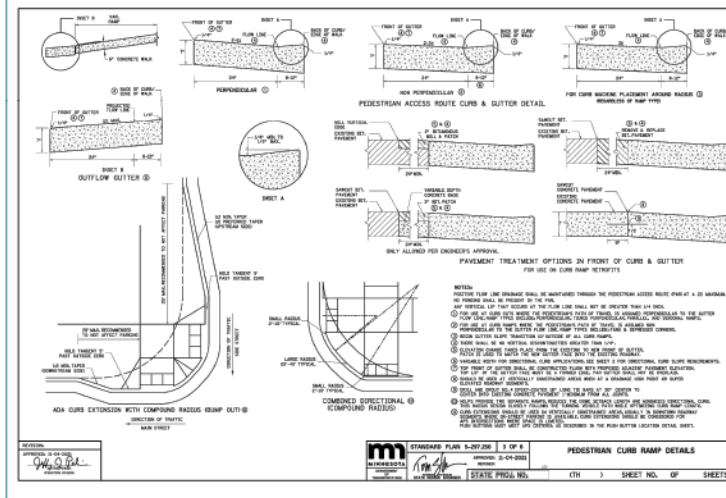
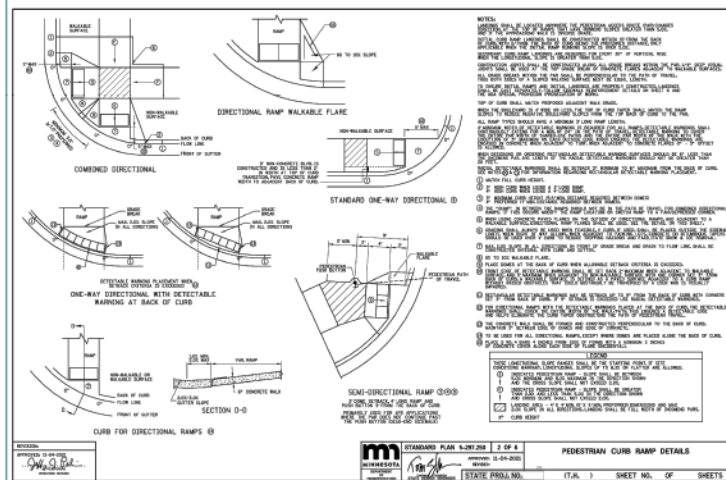
DATE: 07/13/2026



	CAMPION ENGINEERING SERVICES, INC.	• Civil Engineering • Land Planning 1800 Pioneer Creek Center, P.O. Box 240 Maple View, MN 55359 Phone: 763-479-0242 Fax: 763-479-0242 E-Mail: campione@campioneng.com	I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota. Maple P. S. S. 07/13/2026 Date	TIMBERLINE HEIGHTS PH 2		UTILITY PLAN	PROJECT NO.
				KUEPERS, INC			26-012
				BAXTER, MN		SHEET NO. 4 OF 10 SHEETS	DATE 07/13/2026

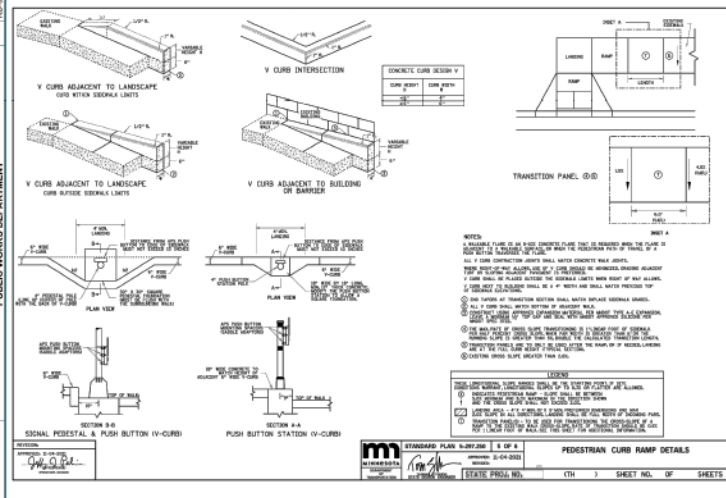
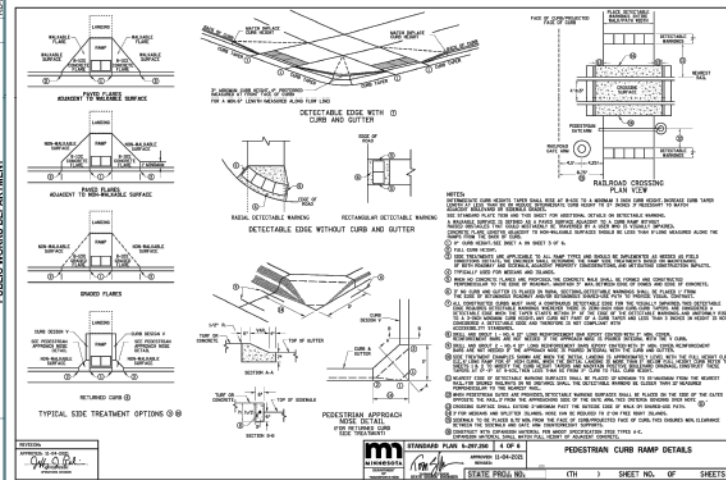






CITY OF BAXTER, MINNESOTA
 PUBLIC WORKS DEPARTMENT

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CAMPION
 ENGINEERING
 SERVICES, INC.

• Civil Engineering • Land Planning
 1800 Pioneer Creek Center
 P.O. Box 249
 Maple River, MN 55359
 Phone: 763-475-5172
 Fax: 763-475-5143
 E-mail: mcamp@campioneng.com

I hereby certify that this plan, specification or report has been 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.
 07/13/2008
 Date

TIMBERLINE HEIGHTS PH 2
 KUEPERS, INC
 BAXTER, MN

DETAILS
 SHEET NO. 9 OF 10 SHEETS

PROJECT NO:
 26-012
 DATE:
 07/13/2008

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.