

## ESCROW AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Baxter, a Minnesota municipal corporation, hereinafter referred to as the “City”, and Brainerd Lakes Integrated health System, a Minnesota Non-Profit Corporation, hereinafter referred to as “Developer”.

### RECITALS

WHEREAS, the City has approved a request for site redevelopment of a **Essentia Health Clinic** pursuant to the plans approved by Resolution **2024-0xx**, attached hereto, for property located at 14275 Edgewood Drive, Lot 1, Block 1, **THIRD ADDITION TO BAXTER WAL-MART SUBDIVISION** 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, 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 \$**XX,XXX.00** 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 **Attachment A**, 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 100% of the estimated cost to complete the Public Improvements.

- 3) The Public Improvements to be completed shall be installed in accordance with the site plan approved by Resolution 2024-0xx, 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, 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 remaining balance of the Escrow Funds to Developer, if any. No interest shall accrue on said Escrow Funds and only the remaining portion of the escrow not used for inspection services will be returned.
- 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:

Brainerd Lakes Integrated Health System

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

\_\_\_\_\_  
By: Thomas Prusak  
Its: President

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