



AGENDA
CITY COUNCIL - PUBLIC HEARING - KWIK TRIP VACATION OF EASEMENT
MAPLE PLAIN CITY HALL
May 27, 2025
7:00 PM

- 1. WELCOME**
- 2. CALL TO ORDER**
- 3. ADOPT AGENDA**
- 4. NEW BUSINESS**
 - A.** Open Public Hearing
 - B.** Public Hearing For the Vacation of a Drainage and Utility Easement at 4855 Gateway Blvd
 - C.** Public Comment Period- Each person is allotted three minutes to address the City Council
 - D.** Close Public Hearing
- 5. ADJOURNMENT**

This meeting will be recorded and then posted to the City website within 3 to 5 business days.
The City Council may meet as a group for dinner.



Executive Summary
City Council Public Hearing

AGENDA ITEM-NEW BUSINESS:	Public Hearing- Vacation of Drainage & Utility Easement at 4855 Gateway Blvd
PREPARED BY:	Jacob Kolander, City Administrator

Summary:

The City Council will Hold a Public Hearing in regards to Vacating a Drainage and Utility Easement located at 4855 Gateway Blvd.

April 25, 2025

LEGAL NOTICE
CITY OF MAPLE PLAIN

The Maple Plain City Council will hold public hearing on Tuesday, May 27, 2025, at 7:00 p.m. in the Maple Plain City Hall, 5050 Independence Street, Maple Plain, MN 55359, to review the following request:

1. Emily Helwig (Applicant) and Kwik Trip, Inc. (Owner) request that the City consider the following actions for the property located between Gateway Blvd. and Highway 12 without an address (PID No. 25-118-24-11-0040):
 - a. Vacation for that portion of the drainage and utility easement legally described as follows:

DRAINAGE AND UTILITY EASEMENT
VACATION DESCRIPTION:

All of the drainage and utility easements
lying over, under, and across Outlot A,
as created and dedicated in the plat of
GATEWAY OF MAPLE PLAIN, Hennepin
County, Minnesota

The items highlighted above may have a direct or indirect effect on your property. All persons wishing to be heard with reference to these applications will be given the opportunity at this meeting. Written comments can be directed to City Hall, 5050 Independence St., Maple Plain, MN 55359. Plans are available for review at the City Office.

CITY OF MAPLE PLAIN
By Planning Commission

City of Maple Plain

Request for Vacation of Drainage and Utility Easements Associated with the Replatting of the Gateway Properties to Allow the Kwik Trip Development and the Development Agreement Covering the Development of the Improvements

To:	City Council
From:	Mark Kaltsas, City Planner
Meeting Date:	May 27, 2025
Applicant:	Emily Helwig
Owner:	Kwik Trip, Inc.
Location:	Gateway Blvd. (PID No. 25-118-24-11-0040)

Request:

Emily Helwig (Applicant) and Kwik Trip, Inc. (Owner) request that the City consider the following actions for the property located between Gateway Blvd. and Highway 12 without an address (PID No. 25-118-24-11-0040):

- a. Vacation for that portion of the drainage and utility easements.

Property/Site Information:

The property is located along the south north of State Highway 12 between CSAH 29 and Howard Ave. and just south of Gateway Blvd. The subject property is located within the Mixed Use – Gateway District.

Property Information: **PID No. 25-118-24-11-0040**
Zoning: *Mixed Use - Gateway*
Comprehensive Plan: *Mixed-Use*
Acreage: ±2.6 Acres

Aerial Photograph

**Discussion:**

The applicant received city approval for preliminary and final plat associated with the development of a convenience store, fuel station, car wash and associated site improvements. It was noted during the approval that there were existing drainage and utility easements that were in place prior to the approval that will need to be vacated in order to record the new plat. The drainage and utility easements will be replaced with new easements as shown on the approved plat. The existing easements to be vacated will no longer be needed by the city.

In addition to easement vacation, the city attorney has prepared a Development Agreement which provides for payment of all applicable city fees, platting and site improvements. The Development Agreement is a standard agreement used by the city for projects that require replating and or installation of public improvements.

Recommendation:

City Council is being asked to consider approval of the following:

1. Resolution – Approving the vacation of the drainage and utility easements legally described as follows:

DRAINAGE AND UTILITY EASEMENT
VACATION DESCRIPTION:

All of the drainage and utility easements
lying over, under, and across Outlot A,
as created and dedicated in the plat of
GATEWAY OF MAPLE PLAIN, Hennepin
County, Minnesota

2. Approval of the Development Agreement and authorization for Mayor and City Administrator to execute the agreement on behalf of the city.

Attachments:

1. RESOLUTION Approving Drainage and Utility Easements
2. Application
3. Survey Exhibit
4. Development Agreement

CITY OF MAPLE PLAIN
COUNTY OF HENNPIN
STATE OF MINNESOTA

RESOLUTION NO. 2025-0527-01

A RESOLUTION APPROVING THE REQUEST BY KWIK TRIP, INC. TO VACATE
THOSE DRAINAGE AND UTILITY EASEMENTS LEGALLY DESCRIBED AND
EXISTING ON THE PROPERTY IDENTIFIED AS PID No. 25-118-24-11-0040

WHEREAS, the described drainage and utility easements no longer serve the public interest and potentially interfere with the property lines that were re-platted; and

WHEREAS, pursuant to Minnesota Statute §412.851, the City Council can vacate the drainage and utility easements across the property legally described as:

DRAINAGE AND UTILITY EASEMENT
VACATION DESCRIPTION:

All of the drainage and utility easements
lying over, under, and across Outlot A,
as created and dedicated in the plat of
GATEWAY OF MAPLE PLAIN, Hennepin
County, Minnesota

WHEREAS, the City reviewed the easements and found that there is no longer a public need for the easements to be vacated and the city replaced the easements with new drainage and utility easements when the property was re-platted; and

WHEREAS, a public hearing to consider the vacation of such drainage and utility easement was held on the 27th day of May, 2025, before the Maple Plain City Council after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLE PLAIN, COUNTY OF HENNEPIN MINNESOTA, that the vacation of the described drainage and utility easements is hereby granted and described as follows is hereby vacated:

DRAINAGE AND UTILITY EASEMENT
VACATION DESCRIPTION:

All of the drainage and utility easements
lying over, under, and across Outlot A,
as created and dedicated in the plat of
GATEWAY OF MAPLE PLAIN, Hennepin
County, Minnesota

BE IT FURTHER RESOLVED, that the Mayor and City Administrator are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

This resolution was adopted by the city council of the City of Maple Plain on this 27th day of May 2025, by a vote of ____ ayes and ____ nays.

Julie Mass-Kusske, Mayor

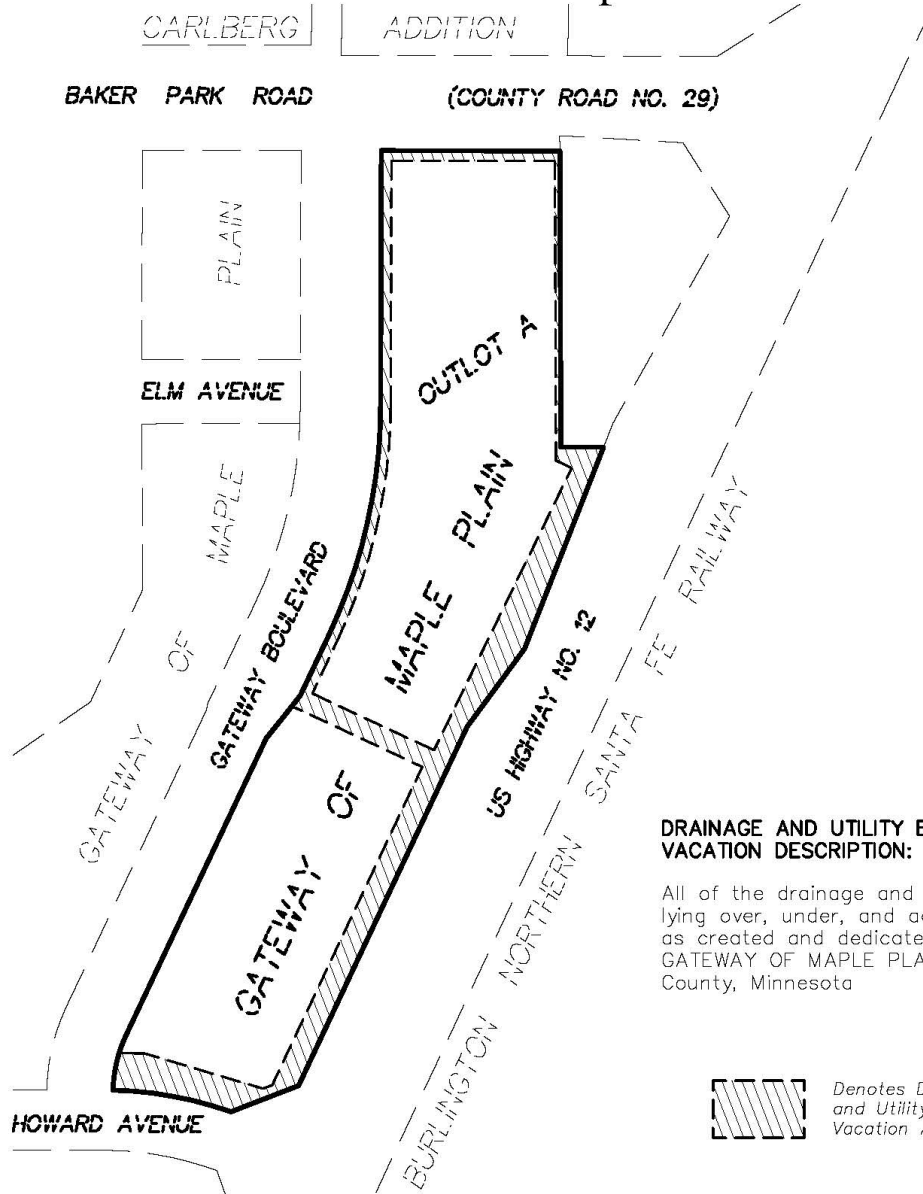
ATTEST:

Jacob Kolander, City Administrator

EXHIBIT A
(Easement Exhibit)

Section 4, Item B.

Drainage and Utility Easement Vacation Description Sketch



**DRAINAGE AND UTILITY EASEMENT
VACATION DESCRIPTION:**

All of the drainage and utility easements lying over, under, and across Outlot A, as created and dedicated in the plat of GATEWAY OF MAPLE PLAIN, Hennepin County, Minnesota



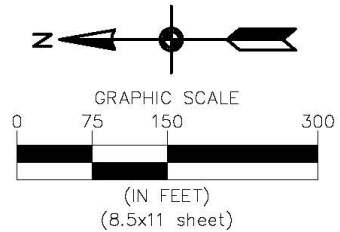
Denotes Drainage and Utility Easement Vacation Area



**CARLSON
McCAIN**

ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM



2806

This Instrument Drafted By:
Hoff Barry, P.A. (SBL)
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344

**DEVELOPER’S AGREEMENT
KWIK TRIP**

THIS DEVELOPER’S AGREEMENT KWIK TRIP (hereinafter referred to as “**Agreement**”) is made and entered into as of this ____ day of _____, 2025 (hereinafter referred to as the “**Effective Date**”), by and between the CITY OF MAPLE PLAIN, a Minnesota municipal corporation (hereinafter referred to as the “**City**”), and KWIK TRIP, INC, a Wisconsin corporation (hereinafter referred to as “**Developer**” Developer and City sometimes individually referred to as “**Party**” and collectively “**Parties**”).

RECITALS

WHEREAS, Developer is the fee owner of certain real property located in the City of Maple Plain, Hennepin County, Minnesota, legally described on attached Exhibit 1 (hereinafter referred to as the “**Property**”); and

WHEREAS, on March 24, 2025, the City Council passed Resolution No. 2025-0324-04 (hereinafter referred to as the “**City Resolution**”), conditionally approving site plan review, conditional use permit, preliminary plat, and final plat to develop the Property with a convenience store, fuel station, and car wash. The conditional approval consists of: (i) the plans for the Property drafted by Carlson Engineering, dated February 28, 2025 (hereinafter referred to as the “**Plans**”), which Plans cover sheet is attached hereto as Exhibit 2; (ii) the preliminary plat of the Property (hereinafter referred to as the “**Preliminary Plat**”); and (iii) the final plat of the Property entitled _____, drafted by _____ (hereinafter referred to as the “**Final Plat**”); and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the Parties and subsequent owners the understandings and agreements of the Parties concerning the development and use of the Property.

NOW, THEREFORE, it is hereby and herein mutually agreed, in consideration of each Party's promises and considerations herein set forth, as follows:

1. **INCORPORATION; PLANS.** The above Recitals, the City Resolution, the Plans, the Preliminary Plat, the Final Plat, and all exhibits attached to this Agreement are a material part of this Agreement and are incorporated herein. The Plans may be amended after the Effective Date by request of the Developer and as approved in writing by the City Engineer and/or the City Planner. Any such approved amendments to the Plans shall be incorporated into and be part of this Agreement.
2. **IMPROVEMENTS; DEVELOPMENT OF THE PROPERTY.**

- a. Construction and Maintenance. Development of, construction on, and maintenance of the Property shall be done in accordance with and shall comply, at all times, with the Plans, the City Resolution, this Agreement, and all applicable sections of the City Code and other governmental rules and regulations. Developer shall construct, install, and pay for all improvements and proceedings necessary to fully complete the development of the Property pursuant to the Plans. (hereinafter referred to as “**Improvements**”).
- b. Permits. It shall be the responsibility of the Developer to determine and obtain prior to construction all the necessary approvals, permits, and licenses required for the development of the Property from any entity having jurisdiction. Any design requirements of such agencies shall be determined prior to completion and incorporated into the Plans. All costs incurred to obtain said approvals, permits, and licenses, and all fines or penalties levied by any agency due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses, shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees, and agents harmless from any action initiated by a regulatory agency resulting from any failure of the Developer.
- c. Completion of Improvements.
 - i. Developer shall complete all Improvements on or before July 31, 2026. The completion date as provided herein is subject to Unavoidable Delays (defined below), in which event the completion date may be extended by the period of such Unavoidable Delays.
 - ii. In the event Developer believes an extension is warranted because of Unavoidable Delays, Developer shall request such extension in writing to the City and specify the requested length of extension and the reason therefore, subject to the review and approval of the City Engineer. The City Engineer shall recommend the length of the extension, if any, for consideration and approval by the City Council. For the purposes of this Agreement, the term “**Unavoidable Delays**” means delays which are the direct result of strikes or other labor troubles, unforeseeable and unavoidable casualties to the Property, governmental actions, judicial action commenced by third parties, the implementation of an environmental agency-approved work plan for remediation, severe weather, acts of God, fire or other casualty, site conditions materially different from those revealed in any report or test provided to or obtained by the Developer or any other causes which the Developer could not reasonably control or circumvent.
- d. Landscaping. Developer agrees to install landscaping materials in accordance with the Plans and shall be completed, to the satisfaction of the City Engineer, as a condition of receiving a certificate of occupancy for the Property. The

Development shall be subject to landscaping requirements as set forth in the Plans and City Code.

- e. Approval Conditions. The City Resolution provides certain conditions that must be met as a condition of approval. The said conditions must be met, to the satisfaction of the City, prior to the release of the Final Plat, unless otherwise expressly provided for in the said resolution or otherwise approved by the City in writing.
- f. Indemnification. Any and all claims that arise or may arise against the Developer, its agents, servants, or employees while engaged in the performance of the development of the Property, shall in no way be the obligation of the City. Furthermore, the Developer shall indemnify, hold harmless, and defend the City, its officers, employees, insurers, consultants and agents against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers, employees, consultants and agents may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or failure to act by the Developer, its agents, servants and/or employees unless such liability, loss, costs, damages, expenses, claims, actions, or judgments arise from the negligent or intentional acts of the City.
- g. Subdivision Monuments. The Developer shall install all subdivision monumentation within one (1) year from the date of recording the Final Plat, or the monumentation shall be installed at the time of the building permit is issued, whichever occurs first. The Developer shall submit to the City Engineer written verification by a registered land surveyor that the required monuments have been installed throughout the Final Plat.

3. PAYMENT OF CITY COSTS; DEVELOPMENT ESCROW.

- a. Payment of City Costs. Developer shall pay, within thirty (30) days of demand, all reasonable expenses that the City incurs in direct relation to the development of the Property and this Agreement. Said expenses include, but are not limited to, staff, engineering, legal, and other consulting fees incurred in relation to this Agreement and the development of the Property.
- b. Development Escrow. Developer agrees to deposit with the City the sum of \$10,0000 (hereinafter referred to as the “**Development Escrow**”). The initial deposit to the Development Escrow shall be made to the City before any permits will be issued for the development of the Property. The City may, but is not obligated to, draw on the Development Escrow to pay these costs and expenses as they are incurred or billed or invoiced by the City. When the balance of the Development Escrow may go below \$3,000.00, upon written Notice given by the City to the Developer, Developer shall immediately deposit additional cash to replenish the Development Escrow to \$10,000.00. Upon completion of the Improvements, issuance of a certificate of occupancy for the Property, and payment of all costs and expenses, the City will refund to Developer any balance

remaining in the Development Escrow. Failure of the Developer to replenish the Development Escrow as required above shall be an Event of Default.

4. CHARGES AND FEES.

- a. Park Dedication. Pursuant to State Statute and City Code, the Final Plat requires park dedication by land dedication and/or a cash equivalent based on the rate approved by the City Council when the Final Plat is released for recording. Assuming that the Final Plat is released prior to the City Council adjusting the park dedication rate, the park dedication amount to be paid shall be \$63,080.20. If the Final Plat is not released prior to the City Council adjusting the park dedication rate, the above-referenced payment shall be adjusted based upon the formula approved by the City for the year in which the Final Plat is actually released for filing. The park dedication fee, as set forth above, shall be paid prior to the Final Plat being released for filing at the Hennepin County Government Center.
- b. Sanitary Sewer and Water Connections. Developer acknowledges that sanitary sewer and water service lines have been extended to the boundaries of the Property. Developer will be responsible for any and all costs of extending the sewer and water lines to the Property and the fees and costs associated with connecting to the services lines and all work associated with abandoning of sewer and water services stubbed to the Property that are not utilized. The above-mentioned connection fees include, but are not limited to, Sewer Availability Charges and Water Availability Charges of the then current rate that shall be due at time of building permit for each individual lot.

5. MAINTAIN PUBLIC PROPERTY DAMAGED OR CLUTTERED DURING CONSTRUCTION. Developer agrees to assume full financial responsibility for any damage that may occur to public property including, but not limited to, streets, street subbase, base, bituminous surface, curb, utility system including but not limited to, watermain, sanitary sewer or storm sewer, when said damage occurs as a result of the activity which takes place during the development of the Property. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in the Property. In the event the Developer fails to maintain or repair the damaged public property referred to aforesaid, the City shall provide written notice of such failure to Developer and, if such failure is not cured within thirty (30) days thereafter, Developer hereby agrees that the City may undertake making and causing said damage or clutter to be repaired or cleaned. When City undertakes such repair, Developer shall reimburse the City for all of its expenses within thirty (30) days of City's billing to Developer. If Developer fails to pay said bill within thirty (30) days of being billed, the City, in addition to all other remedies available under this Agreement, may draw upon the Development Escrow.
6. STREET CLEANING. During the development of the Property, Developer shall keep the streets adjoining its development free of dirt and debris caused by its development. In the event dirt and/or debris has accumulated on streets within or adjacent to the Property,

City is hereby authorized to immediately commence street cleaning operation if streets are not cleaned by the Developer after forty-eighty (48) hours of written notice of the violation, which may be by email. Street cleaning shall be defined as the use of any equipment specifically designed for sweeping, necessary for cleaning dirt, mud, and debris from the City right-of-way. If conditions are such that street cleaning operation is immediately necessary, City may perform the necessary street cleaning. City will then bill Developer, as the delinquent party for all associated street cleaning costs. If there is a failure to reimburse City for street cleaning costs within thirty (30) days of such billing, the City, in addition to all other remedies available under this Agreement, may draw upon the Development Escrow.

7. EROSION; DRAINAGE; WEED CONTROL.

- a. The Developer shall provide and comply with erosion, sedimentation, and drainage control provisions in the approved Plans and local, state, and federal rules and regulations. As development progresses, the City may impose additional erosion and drainage control requirements if, in the sole but reasonable opinion of the City Engineer, they would be useful and appropriate in controlling drainage and erosion. Developer recognizes that time is of the essence in controlling erosion. Developer shall promptly comply with such erosion and drainage control requirements herein and with such additional instructions it receives from the City. No development shall be allowed, and no building permits shall be issued unless development of the Property is in full compliance with erosion control requirements.
- b. All areas disturbed by excavation and backfilling operations must be reseeded after the completion of the work in that area. Except as may be otherwise provided or agreed upon, seed must be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched, and disc anchored as necessary for seed retention.
- c. Developer acknowledges that its failure to implement erosion and drainage controls as required herein may cause flooding and/or damage to adjoining property owners and City facilities. In such event, Developer agrees to hold the City harmless, defend, and indemnify City from claims of all third parties or Developer for damages arising out of such flooding and/or damages attributable to Developer's failure to implement erosion and drainage controls.
- d. Developer shall be responsible for the control of weeds on the Property. The Developer shall cut or spray weeds at the request of the City. In the event that weed control is not done as requested by the City, the City may do so and the Developer shall be responsible for all costs of the same and shall reimburse the City within ten (10) days of demand of payment. In the event the Developer does not pay the City for all costs within ten (10) days of demand by the City, the City may, in the discretion of the City: (i) draw upon the Letter of Credit and/or Development Escrow to reimburse amounts expended hereunder and all costs and

expenses relating to the same, including, but not limited to, attorney's fees; (ii) assess the Property pursuant to Minn. Stat. §429.101; and/or (iii) seek any other remedy available.

8. EVENTS OF DEFAULT. The following are defaults under this Agreement (herein collectively referred to as “**Events of Default**” and individually as “**Event of Default**”):
 - (i) Failure by the Developer to observe and perform any covenant, condition, obligation, or agreement on its part to be observed or performed under the terms of this Agreement;
 - (ii) if the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property; (iii) if the Developer shall file a petition under the federal bankruptcy laws; (iv) if the Developer shall fail to begin or complete construction of the Improvements in conformance with this Agreement, and such failures are not due to Unavoidable Delays; and (v) if the Developer shall, after commencement of the construction of any of the Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to Unavoidable Delays and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within the time provided for in this Agreement.

9. REMEDIES ON DEFAULT. Whenever any Event of Default occurs, the City shall give written Notice of the Event of Default to Developer. Unless a different Notice period and/or remedy is provided elsewhere in this Agreement, if the Developer fails to cure the Event of Default within thirty (30) days of the date of Notice is given, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as the Developer is in default:
 - a. Halt all development work and construction of Improvements until such time as the Event of Default is cured.
 - b. Refuse to issue a building permit or occupancy permit until such time as the Event of Default is cured.
 - c. Developer acknowledges and agrees that an uncured Event of Default would give rise to irreparable harm to the City for which monetary damages would not be an adequate remedy and if a breach or a threatened breach by Developer of any such obligations occurs, the City, in addition to any and all other rights and remedies that may be available to the City at law, at equity, or otherwise in respect of such uncured Event of Default, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (a) post a bond or other security, or (b) prove actual damages or that monetary damages will not afford an adequate remedy.

- d. Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the Parties as imposed hereunder shall be null and void.
 - e. Draw upon and utilize the Development Escrow in order to cover the costs of the City in order to correct the Event of Default.
 - f. Any other remedy available at law, at equity, or otherwise in respect of such uncured Event of Default.
10. NOTICE. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (hereinafter each referred to as a “**Notice**”) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) when received or rejected by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) when received or rejected by the addressee if sent by United States Postal Service via certified or registered mail (receipt requested); provided, that a Notice may be sent by e-mail or telephone where expressly permitted by this Agreement. A Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section):

If to City:

City of Maple Plain
Attn: City Administrator
P.O. Box 97
5050 Independence St.
Maple Plain, MN 55359
Email: jkolander@mapleplain.com

If to Developer:

Kwik Trip, Inc.

Email: _____
Telephone: _____

With Copy to:

Hoff Barry, P.A.
Attn: City Attorney
100 Prairie Center Drive, Ste. 200
Eden Prairie, MN 55344
Email: slandsman@hoffbarry.com
Telephone: (952) 746-2700

With Copy to:

11. MISCELLANEOUS.

- a. Attorney’s Fees. If any action is brought to enforce the terms of this Agreement and the City prevails, Developer will pay the City’s costs and reasonable attorneys' fees to be fixed by the Court.

- b. Entire Agreement. This Agreement and any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties hereto, their respective successors and assigns and the benefits and burdens shall run with the Property. Developer shall record this Agreement against the title to the Property along with the recording of the Final Plat. Developer warrants and guarantees that this Agreement shall have priority on the property records over any other lien or encumbrance. Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that this Agreement is recorded and all conditions herein have been satisfied prior to the City processing or approving any building permits or other permits applicable to the development of the Property.
- c. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in state court located in Hennepin County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- d. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- e. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- f. Time is of the Essence. Time is of the essence in the performance of the terms and obligations of this Agreement.
- g. Modification. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
- h. Non-Waiver. The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any

other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- i. Cumulative Rights. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

The remainder of this page intentionally left blank; signature pages and exhibits follow

IN WITNESS WHEREOF, the Parties herein have executed this Agreement as of the Effective Date.

CITY OF MAPLE PLAIN,
a Minnesota municipal corporation

BY: _____
Mayor

AND: _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Julie Maas-Kusske and Jacob Kolander, the Mayor and the City Administrator, respectively, of the City of Maple Plain, a Minnesota municipal corporation, on behalf of the said municipal corporation.

Notary Public

KWIK TRIP, INC.,
a Wisconsin corporation

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

 This instrument was acknowledged before me on this____ day of _____, 2025,
by _____, the _____ of Kwik Trip, Inc., a
Wisconsin corporation, on behalf of said corporation..

Notary Public

EXHIBIT 1

[to be inserted based on the Final Plat]

EXHIBIT 2

KWIK TRIP STORE #1775

PERMIT SET

CITY OF MAPLE PLAIN
HENNEPIN COUNTY, MINNESOTA



SITE LOCATION MAP



AERIAL LOCATION MAP

DRAWING INDEX

C001	1. TITLE SHEET
C010	EXISTING CONDITIONS SURVEY
C020	DEMO PLAN
C100	SITE KEY/NOTE PLAN
C180	SITE CIRCULATION PLAN
C161	SITE DIMENSION PLAN
C200	GRADE PLAN
C300	STORM SEWER PLAN
C301	STORM SEWER NOTES & DETAILS
C400	UTILITY PLAN
C401	UTILITY NOTES
C500	SITE PLAN DETAILS
C501	SITE PLAN DETAILS
C502	SITE PLAN DETAILS
C600	EROSION CONTROL PLAN
C601	EROSION CONTROL NOTES
C602	EROSION CONTROL DETAILS
C603	EROSION CONTROL DETAILS
C700	LANDSCAPE PLAN
C701	LANDSCAPE PLAN
C702	LANDSCAPE PLAN
C800	PHOTOMETRIC LIGHTING PLAN
C801	PHOTOMETRIC RENDERING PLANS

OWNER
KWIK TRIP, INC
EVAN ROTHWELL
1626 OAK STREET
LA CROSSE, WI 54602
PHONE: 608-793-4967
EMAIL: erothwell@kwiktrip.com

CIVIL ENGINEER
CARLSON MCCAIN, INC.
DANIEL WILKE
15050 38TH AVENUE N, #110
PLYMOUTH, MN 55448
PHONE: 952-346-3884
EMAIL: dwilke@carlsonmccain.com

SITE DESIGNER
CARLSON MCCAIN, INC.
DANIEL WILKE
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**Kwik
TRIP****Kwik
Star**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

COVER SHEET
CONVENIENCE STORE #1775
WITH 1-BAY DETACHED CARWASH
BANKER PARK ROAD & GATEWAY BLVD

NO	DATE	DESCRIPTION
1	2005-01	New City Comments
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DRAWING BY: C.
 SCALE: GRAPHIC
 DRAWING NO: 11109
 DATE: 2005-01
 SHEET: 1775 C00

DRAWING INDEX	
C001	TITLE SHEET
C010	EXISTING CONDITIONS SURVEY
C020	DEMO PLAN
C100	SITE KEYNOTE PLAN
C180	SITE CIRCULATION PLAN
C181	SITE DIMENSION PLAN
C200	GRADE PLAN
C300	STORM SEWER PLAN
C301	STORM SEWER NOTES & DETAILS
C400	UTILITY PLAN
C401	UTILITY NOTES
C500	SITE PLAN DETAILS
C501	SITE PLAN DETAILS
C502	SITE PLAN DETAILS
C600	EROSION CONTROL PLAN
C601	EROSION CONTROL NOTES
C602	EROSION CONTROL DETAILS
C603	EROSION CONTROL DETAILS
C700	LANDSCAPE PLAN
C701	LANDSCAPE PLAN
C702	LANDSCAPE PLAN
C800	PHOTOMETRIC LIGHTING PLAN
C801	PHOTOMETRIC RENDERING PLANS