

# REPORT / RECOMMENDATION



**To:** MAYOR AND COUNCIL

**Agenda Item #:** IV. F.

**From:** Wayne D. Houle, PE, Director of Engineering

**Action**

**Discussion**

**Date:** January 22, 2013

**Information**

**Subject:** Approve Special Assessment Agreements – Richmond Hills Park

**Action Requested:**

Authorize Mayor and City Manager to approve attached Public Improvement and Special Assessment Agreements for the sanitary sewer and water services for the Richmond Hills Park Roadway Reconstruction Area.

**Information / Background:**

Residents were required to upgrade their sanitary sewer service line from the mainline to the right-of-way line and were encouraged to upgrade the entire line to their house, as well as their water service line. Residents requested that the extra cost be added to the special assessment for the project. Our City Attorney prepared the attached agreements, which adds this cost to the final special assessment cost which will be known at the end of the project.

Staff anticipates four additional agreements to be submitted to the City Council once the property owners sign the agreements.

**Attachments:**

40 Public Improvement and Special Assessment Agreements

**SPECIAL ASSESSMENT AGREEMENTS**  
**RICHMOND HILLS PARK NEIGHBORHOOD RECONSTRUCTION**  
**CONTRACT ENG 12-4**

Agreement No.	PO #	Address	Owner(s)	Plumbing Company	Proposed Amt		Final Amt
					Sewer	Water	
1	1039	5008 Richmond Dr	Loretta G. Knab	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 3,775.00	\$ 2,050.00	\$5,825.00
2	1040	5520 Warwick Pl	DeEtta Goodmanson	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 8,350.00	\$ -	\$8,350.00
3	1041	5033 W. 56th St	Lori A. Sandvig	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 4,185.00	\$ 2,395.00	\$6,580.00
4	1042	5040 Yvonne Terr	Jeffrey T. & Barbara A. Meyer	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 2,800.00	\$ -	\$2,800.00
5	1043	5053 Yvonne Terr	Warren D & Joann G Snyder	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 2,300.00	\$ -	\$2,300.00
6	1044	5112 Windsor Ave	Todd & Mary Peterson	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,725.00	\$ 2,000.00	\$5,725.00
7	1045	5021 Richmond Dr	Rennetta & Frank Barr	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 2,475.00	\$ 2,095.00	\$4,570.00
8	1046	5005 W. 56th St	Aissa & Matthew Movern	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,950.00	\$ 2,000.00	\$5,950.00
-	1047	5021 Yvonne Terr	Homeowner paid contractor.		\$ -	\$ -	\$0.00
9	1048	5032 W. 56th St	Kristin & Christopher Moquist	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 2,995.00	\$ 2,845.00	\$5,840.00
10	1049	5037 W. 56th St	Dawn & Christopher Rofidal	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 4,090.00	\$ 2,175.00	\$6,265.00
11	1050	5032 Windsor Ave	Homeowner paid contractor.				
12	1051	5029 W. 56th St	Dorene & William Just Jr	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,275.00	\$ 2,000.00	\$5,275.00
13	1053	5009 Yvonne Terr	Thomas Divine	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,000.00	\$ -	\$3,000.00
14*	1054	5009 W. 56th St	Margaret & Darwin Dahl II	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,000.00	\$ 2,000.00	\$5,000.00
15	1055	5041 Yvonne Terr	Susan N Keator	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,975.00	\$ 1,950.00	\$6,925.00
16	1057	5108 W. 56th St	Scott L. Thorp	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 4,990.00	\$ 2,195.00	\$7,185.00
17	1058	5033 Normandale Ct.	Morgan S & Susan M Brown	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 2,850.00	\$ 2,295.00	\$5,145.00
18	1059	5024 Kent Ave	William D Buss	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 4,210.00	\$ 2,000.00	\$6,210.00
19	1060	5009 Kent Ave	Sumner Adam & Jennifer Irene Musolf	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,765.00	\$ 2,000.00	\$5,765.00
20	1061	5004 Kent Ave	Mark L Van Sloun	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 1,100.00	\$ 2,200.00	\$3,300.00
21*	1062	5021 Yvonne Terr	David R & Ann K F Dickey	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 3,295.00	\$ 2,095.00	\$5,390.00
22	1063	5036 W. 56th St	Peter S & Tiffany G Blis	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,250.00	\$ 2,250.00	\$5,500.00
23	1064	5008 Yvonne Terr	Kurt Knutson & Clara Case	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,400.00	\$ 2,850.00	\$6,250.00
24	1065	5105 W. 56th St	Gregory H & Susan M Keane	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 5,980.00	\$ 2,250.00	\$8,230.00
25	1066	5036 Yvonne Terr	Kraig Knutson & Bridget Towey	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 4,535.00	\$ -	\$4,535.00
26	1068	5012 Richmond Dr	Christopher & Kathryn Jones	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 4,300.00	\$ -	\$4,300.00
27	1069	5532 Code Ave	James Ankeny & Lucinda Winter	Ouverson Sewer & Water, Inc, P.O. Box 247, Loretto, MN 55357	\$ 4,725.00	\$ 2,445.00	\$7,170.00
28	1070	5040 Richmond Dr	Christopher M. Johnson	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 4,825.00	\$ 2,000.00	\$6,825.00
29	1071	5109 W. 56th St	Judith & Thomas Forker	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 6,325.00	\$ -	\$6,325.00
30	1072	5025 Kent Ave	Patrick & Margaret Huber	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,380.00	\$ 2,350.00	\$5,730.00
31	1073	5020 Windsor	Ray Nelson & Sally Dunn	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 5,210.00	\$ -	\$5,210.00
32	1074	5028 Richmond Dr	Collin & Abigail Rooney	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 4,240.00	\$ 2,000.00	\$6,240.00
33*	1076	5104 Windsor Ave	William Stuart Steinke	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 1,995.00	\$ -	\$1,995.00
34	1077	5024 Richmond Dr	John & Beverly Haw	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 3,500.00	\$ -	\$3,500.00
35	1078	5036 Richmond Dr	Nicholas Engels	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 5,260.00	\$ -	\$5,260.00
36	1079	5036 Windsor Ave	Jeanice Joshua	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,250.00	\$ -	\$3,250.00
37	1080	5100 Windsor	Steven & Susan Meyer	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 4,975.00	\$ 3,650.00	\$8,625.00
38	1081	5404 Richmond Lane	Carrie Wikman	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,165.00	\$ 2,760.00	\$6,925.00
39	1082	5004 Yvonne Terr	Lynda Lorenz	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,775.00	\$ 2,335.00	\$7,110.00
40	1083	5020 Normandale Ct	James Ostlund	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,950.00	\$ -	\$4,950.00
41	1084	5020 Yvonne Terr	Ryan Ballinger & Angie McConnell	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,975.00	\$ 1,950.00	\$6,925.00
42	1086	5524 Code	Gerald Peplin	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ -	\$ -	\$ -
43	1087	5020 Richmond Dr	Homeowner paid contractor.				
44	1088	5017 W. 56th St	Ronald Pray	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,975.00	\$ 1,950.00	\$6,925.00
45	1089	5025 Yvonne Terr	Robert E Fitzsimmons Jr	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,800.00	\$ 2,550.00	\$7,350.00
46*	1090	5036 Normandale Ct	Joanne & Daniel Kersten	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 5,175.00	\$ 1,950.00	\$7,125.00
					\$ 175,895.00	\$ 67,635.00	\$243,530.00
						\$ 243,530.00	

\*Agreement not signed or needs to be resigned.



**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this TUES day of July 10, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Loretta G. Knab, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 000, Block 01 of Richmond Hills, having a street address of 5008 Richmond Dr, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer & water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$5,825.00 (the "Project Cost") from Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1039 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1039 for the amount of \$5,825.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$5,825.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

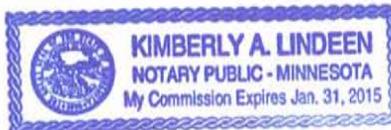
Loretta G Knab  
Loretta G Knab

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2012, by Loretta Knab

Kimberly A Lindeen  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





2

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 8<sup>th</sup> day of October, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **DeEtta Goodmanson**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 002, Block 002** of **Edina Park**, having a street address of **5520 Warwick Pl**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer and water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$8,350.00** (the "Project Cost") from **Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1040** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1040** for the amount of **\$8,350.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$8,350.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

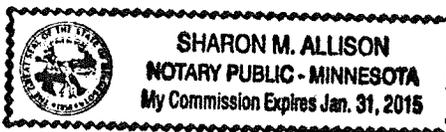
DeEtta Goodmanson  
DeEtta Goodmanson  
Goodmanson

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 9th day of October, 2012, by DeEtta Goodmanson

Sharon M. Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 3rd day of May, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Lori A. Sandvig, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 008, Block of Nylunds Place Edina, having a street address of 5033 W. 56th St, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer and water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of \$6,580.00 (the "Project Cost") from Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1041 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1041 for the amount of \$6,580.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$6,580.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Lori A. Sandvig  
Lori A. Sandvig

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 3rd day of May, 2012 by Lori A. Sandvig

Sharon M. Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:sm





4

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 4<sup>th</sup> day of May, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Jeffrey T. & Barbara A. Meyer, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 011, Block, of Stows Yvonne Terrace Division, having a street address of 5040 Yvonne Terr, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their Sewer and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$2,800.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1042 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1042 for the amount of \$2,800.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$2,800.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

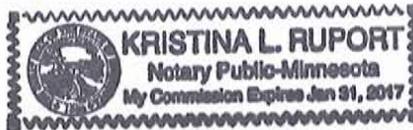
Jeffrey T. Meyer  
Jeffrey T. Meyer  
Barbara A. Meyer  
Barbara A. Meyer

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 4th day of May, 2012, by Jeffrey T. Meyer and Barbara A. Meyer

Kristina L. Rupart  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





Rec'd  
5-16-12

5

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 12<sup>th</sup> day of May, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Warren D & Joann G Snyder, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 12, of Stows Yvonne Terrace Division, having a street address of 5053 Yvonne Terr, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their Sewer and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$2,300.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1043 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1043 for the amount of \$2,300.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$2,300.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

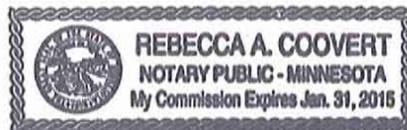
Warren D. Synder  
Warren D. Synder

Joann G. Synder  
Joann G. Synder

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2012, by Rebecca A. Coover

Rebecca A. Coover  
NOTARY PUBLIC



DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn



**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 10th day of October, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Todd & Mary Peterson, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 5, Block 2 of Westchester Knolls, having a street address of 5112 Windsor Ave, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer and water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$5,725.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1044 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1044 for the amount of \$5,725.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$5,725.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

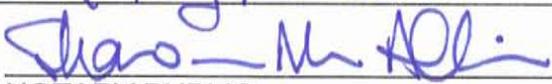
PROPERTY OWNER:  


\_\_\_\_\_  
Todd Peterson

  
\_\_\_\_\_  
Mary Peterson

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 10th day of October, 2012, by Todd & Mary Peterson

  
\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:sm





7

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**



**AGREEMENT** made this 11<sup>th</sup> day of July, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Rennetta & Frank Barr**, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 07, Block 002 of Richmond Hills**, having a street address of **5021 Richmond Dr**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer & water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

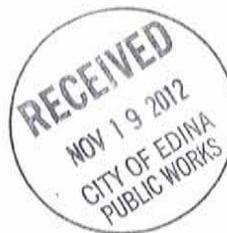
**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$4,570.00** (the "Project Cost") from **Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1045** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1045** for the amount of **\$4,570.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$4,570.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA



BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Rennetta A. Barr  
Rennetta A Barr

Frank W Barr  
Frank W Barr

STATE OF MINNESOTA )  
( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2012 by Rennetta & Frank Barr

Sharon M. Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





Rec'd  
5.14.12

8

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 11 day of May, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Alissa & Matthew Movern**, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 0, Block 1, of Nylund's Place Division**, having a street address of **5005 W. 56th St**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **Sewer & Water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$5,950.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1046** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1046** for the amount of **\$5,950.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$5,950.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

[Signature]  
Aissa Movern  
[Signature]  
Matthew Movern

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 11th day of May, 2012, by Sara J. Hagerman

[Signature]  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:sm





9

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 12<sup>TH</sup> day of JULY, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Kristin & Christopher Moquist**, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 0, Block 1, of Edina Park Division**, having a street address of **5032 W. 56th St**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **Sewer & Water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$5,840.00** (the "Project Cost") from **Highview Plumbing, 4301 Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1048** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1048** for the amount of **\$5,840.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$5,840.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

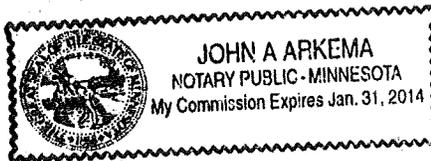
Kristen L Moquist  
Kristen Moquist  
Christopher Moquist  
Christopher Moquist

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2012, by Kristen and Christopher Moquist

John Arkema  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 2nd day of May, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Dawn & Christopher Rofidal**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 9, Block 0 of Nylund's Place**, having a street address of **5037 W. 56th St**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer and water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$6,265.00** (the "Project Cost") from **Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1049** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1049** for the amount of **\$6,265.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$6,265.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Dawn Rofidal  
Dawn Rofidal

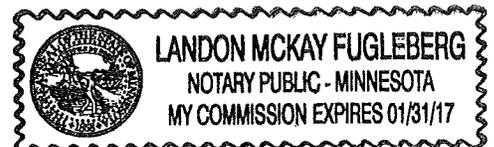
Christopher Rofidal  
Christopher Rofidal

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2012, by Dawn Rofidal and Christopher Rofidal

[Signature]  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 14th day of May, 20 12, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Dorene & William Just Jr**, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 7, Block 1, of Nylund's Place Division**, having a street address of **5029 W. 56th St**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **Sewer & Water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$5,275.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1051** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1051** for the amount of **\$5,275.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$5,275.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Dorene Just  
Dorene Just

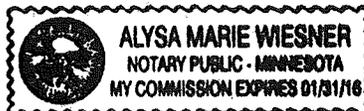
William Just Jr.  
William Just Jr.

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 14th day of May, 2012, by Dorene Just & William Just Jr

Alysa Marie Wiesner  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 13<sup>th</sup> day of June, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Thomas Divine (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 022, of Stows Yvonne Terrace Division, having a street address of 5009 Yvonne Terr, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their Sewer and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of \$3,000.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1053 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1053 for the amount of \$3,000.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$3,000.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

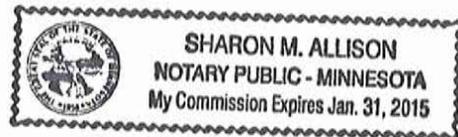
Karen K Bretson AIF for  
Thomas Divine Thomas B. Divine

STATE OF MINNESOTA )  
COUNTY OF Hennepin ( ss. )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2012, by Karen Bretson

Sharon M. Allison  
\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





15

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 3rd day of May, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Susan N Keator**, husband and wife, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 0**, of **Stows Yvonne Terrace**, having a street address of **5041 Yvonne Terr**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **Sewer & Water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of **\$6,925.00** (the "Project Cost") from **Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1055** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1055** for the amount of **\$6,925.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$6,925.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager



STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Susan N. Keator  
Susan N. Keator

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Shubuta )



The foregoing instrument was acknowledged before me this 3rd day of May, 2012, by Linda Hughes

Linda Hughes  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





16

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 18<sup>th</sup> day of May, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Scott L. Thorp**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 5, Block 2 of Edina Park**, having a street address of **5108 W. 56th St**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer and water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$7,185.00** (the "Project Cost") from **Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1057** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1057** for the amount of **\$7,185.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$7,185.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

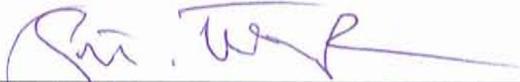
AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

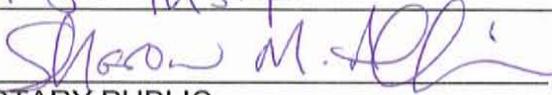
\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

  
\_\_\_\_\_  
Scott L. Thorp

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 13th day of May, 2012 by Scott L. Thorp

  
\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 29<sup>th</sup> day of May, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Morgan S & Susan M Brown**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 4, Block 1 of Normandale Court**, having a street address of **5033 Normandale Ct.**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer and water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$2,295.00** (the "Project Cost") from **Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1058** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1058** for the amount of **\$2,295.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$2,295.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Morgan S. Brown  
Morgan S Brown

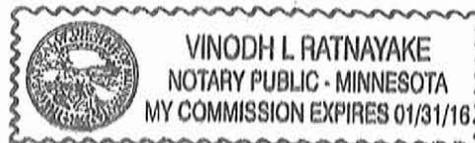
Susan M. Brown  
Susan M Brown

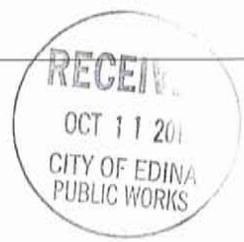
STATE OF MINNESOTA )  
( ss.  
COUNTY OF Scott )

The foregoing instrument was acknowledged before me this 29 day of May, 2012, by Morgan S Brown & Susan M Brown

Vinodh L. Ratnayake  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000





18

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 10 day of October, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **William D Buss**, (the "Property Owner").

**RECITALS**

- A. Property Owner is the owner of **Lot 12, Block 1 of Westchester Knolls**, having a street address of **5024 Kent Ave**, Edina, Minnesota (the "Subject Property").
- B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.
- C. Property Owner has replaced their **sewer and water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

- 1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$4,850.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1059** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1059** for the amount of **\$4,850.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.
- 2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$4,850.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.
- 3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

William D. Buss  
\_\_\_\_\_  
William D. Buss

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 10th day of October, 2012, by William Buss

Sharon M. Allison  
\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 2nd day of July, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Sumner Adam & Jennifer Irene Musolf**, husband and wife, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 025**, of **Edina Park**, having a street address of **5009 Kent Ave**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer & water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of **\$6,210.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1060** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1060** for the amount of **\$6,210.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$6,210.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

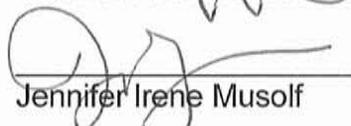
STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

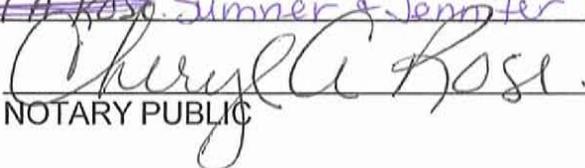
PROPERTY OWNER:

  
\_\_\_\_\_  
Sumner Adam Musolf

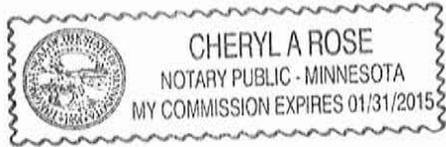
  
\_\_\_\_\_  
Jennifer Irene Musolf

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 2 day of July, 2012, by ~~Cheryl A. Rose~~ Sumner & Jennifer Musolf

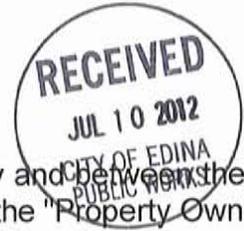
  
\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**



**AGREEMENT** made this 6 day of July, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Mark L Van Sloun, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 07, of Westchester Knolls, having a street address of 5004 Kent Ave. Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer & water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$5,765.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1061 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1061 for the amount of \$5,765.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$5,765.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Mark Van Sloun  
Mark Van Sloun

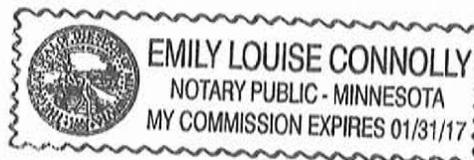
\_\_\_\_\_

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 2012, by Mark Lee Van Sloun

Emily L. Connolly  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:sm





22

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 25 day of MAY, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Peter S & Tiffany G Bils**, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 0, Block 1, of Edina Park Division**, having a street address of **5036 W. 56th St**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **Sewer & Water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$5,390.00** (the "Project Cost") from **Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1063** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1063** for the amount of **\$5,390.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$5,390.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER )  
*[Signature]*

\_\_\_\_\_  
Peter S. Bills

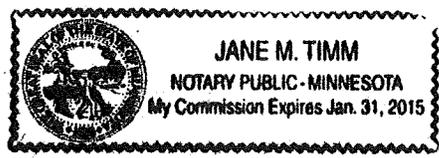
*[Signature]*  
\_\_\_\_\_  
Tiffany G. Bills

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 25 day of May, 2012 by Peters & Tiffany Bills

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

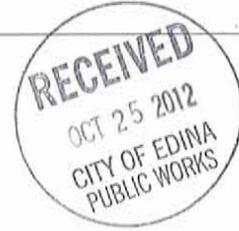
DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





23

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**



**AGREEMENT** made this 19<sup>th</sup> day of June, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Kurt Knutson & Clara Case**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 03**, of **Stows Yvonne Terrace Division**, having a street address of **5008 Yvonne Terr**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **Sewer & Water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$5,500.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1064** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1064** for the amount of **\$5,500.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$5,500.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of OCTOBER, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

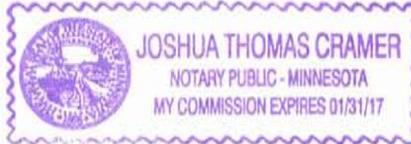
\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

[Signature]  
Kurt Knutson

[Signature]  
Clara Case

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )



The foregoing instrument was acknowledged before me this 20<sup>TH</sup> day of OCTOBER, 2012, by KURT KNUTSON AND CLARA CASE

[Signature]  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn



**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 20th day of June, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Gregory H & Susan M Keane**, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 013**, of **Nylund's Place Division**, having a street address of **5105 W. 56th St**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **Sewer** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$6,250.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1065** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1065** for the amount of **\$6,250.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$6,250.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Gregory H. Keane  
Gregory H. Keane

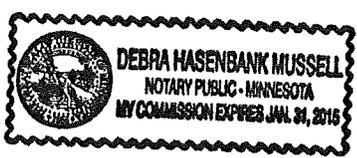
Susan M. Keane  
Susan M. Keane

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 20th day of June, 2012, by Debra Hasenbank Mussell

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 13<sup>th</sup> day of December, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Kraig Knutson & Bridget Towey**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 10, Block** of **Stows Yvonne Terrace**, having a street address of **5036 Yvonne Terr**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer and water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$8230.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1066** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1066** for the amount of **\$8230.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$8230.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

[Signature]  
Kraig Knutson

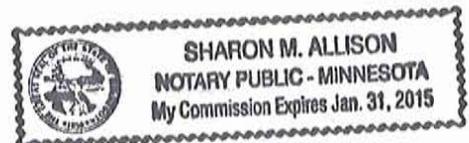
[Signature]  
Bridget Towey

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2012, by Kraig Knutson & Bridget Towey

[Signature]  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





26

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 2 day of July, 2017, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Christopher & Kathryn Jones**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 0**, of **Richmond Hills**, having a street address of **5012 Richmond Dr**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$4,535.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1068** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1068** for the amount of **\$4,535.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$4,535.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 6 day of June, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Christopher Jones  
Christopher Jones  
Kathryn L. Jones  
Kathryn Jones

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 2nd day of June, 2012, by Christopher Jones and Kathryn Jones

Megan L. Phillippi  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 18 day of June, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **James Ankeny & Lucinda Winter**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 00, Block 00 of Unplatted 33 117 21**, having a street address of **5532 Code Ave**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **Sewer** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$4,300.00** (the "Project Cost") from **Ouverson Sewer & Water, Inc., P.O. Box 247, Loretto, MN 55357** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1069** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1069** for the amount of **\$4,300.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$4,300.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

James A. Ankeny  
James Ankeny

Lucinda Winter  
Lucinda Winter

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2012, by James Ankeny & Lucinda Winter

Sharon M. Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:sm





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 6<sup>th</sup> day of August, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Christopher M. Johnson**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 012, Block 01 of Richmond Hills**, having a street address of **5040 Richmond Dr**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer & water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$7,170.00** (the "Project Cost") from **Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1070** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1070** for the amount of **\$7,170.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$7,170.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Christopher M. Johnson  
Christopher M. Johnson

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 6th day of Aug., 2012, by Christopher Johnson

Sharon M. Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 25<sup>th</sup> day of June, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Judith & Thomas Forker, husband and wife, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 014, of Nylund's Place, having a street address of 5109 W. 56th St, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their Sewer & Water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of \$6,825.00 (the "Project Cost") from Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1071 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1071 for the amount of \$6,825.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$6,825.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Judith Forker  
Judith Forker

Thomas A. Forker  
Thomas Forker

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Ramsey )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 2012, by Sarah A. Isaksen

Sarah A. Isaksen  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





30

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 18<sup>th</sup> day of July, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Patrick & Margaret Huber**, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 0, Block 1** of **Edina Park**, having a street address of **5025 Kent Ave**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$6,325.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1072** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1072** for the amount of **\$6,325.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$6,325.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Patrick Huber  
Patrick Huber

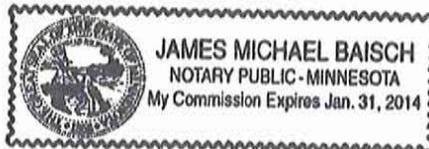
Margaret Huber  
Margaret Huber

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2012, by JAMES M. BAISCH

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:sm





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 27 day of JULY, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Ray Nelson & Sally Dunn, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 010, Block 002 of Richmond Hills, having a street address of 5020 Windsor, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer & water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$5,730.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1073 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1073 for the amount of \$5,730.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$5,730.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

AND \_\_\_\_\_  
Scott H. Neal, City Manager

(SEAL)



STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Ray Nelson  
Ray Nelson

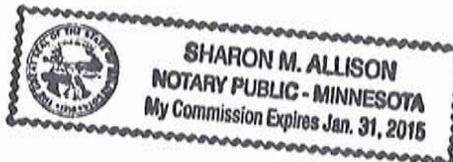
Sally Dunn  
Sally Dunn

STATE OF MINNESOTA )  
( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2012 by Ray Nelson & Sally Dunn

Sharon M. Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





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**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 9th day of August, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Colin & Abigail Rooney, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 015, Block 001 of Richmond Hills, having a street address of 5023 Richmond Dr, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of \$5,210.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1074 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1074 for the amount of \$5,210.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$5,210.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

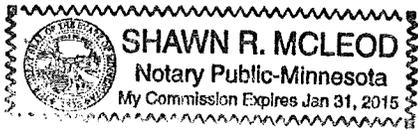
AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:



\_\_\_\_\_  
Colin Rooney

\_\_\_\_\_  
Abigail Rooney

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2012, by Shawn R. McLeod

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:sm



34

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 18<sup>th</sup> day of October, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **John & Beverly Haw**, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 016, Block 001 of Richmond Hills**, having a street address of **5024 Richmond Dr**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$4,800.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1077** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1077** for the amount of **\$4,800.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$4,800.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

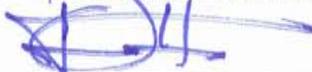
AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

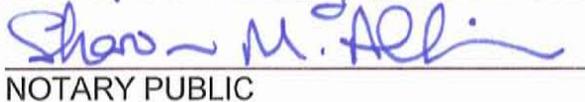


\_\_\_\_\_  
John Haw

  
Beverly Haw

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 18th day of October, 2012, by John & Beverly Haw

  
\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





35



**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 7<sup>th</sup> day of November, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Nicholas Engels, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 013, Block 001 of Richmond Hills, having a street address of 5036 Richmond Dr, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of \$1,995.00 (the "Project Cost") from Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1078 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1078 for the amount of \$1,995.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$1,995.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

AND \_\_\_\_\_  
Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Nicholas Engels  
Nicholas Engels

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 7th day of November, 2012, by Nicholas Engels

Sharon Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 10 day of October, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Janice Joshua**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 014, Block 002 of Richmond Hills, having a street address of 5036 Windsor Ave, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$3,500.00 (the "Project Cost") from Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1079 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1079 for the amount of \$3,500.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$3,500.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

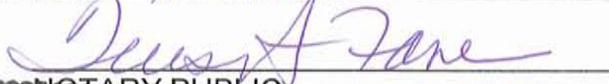
\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

  
Janice Joshua

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2012 by Janice Mardman





DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn



37

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 17 day of July, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Steven & Susan Meyer**, husband and wife (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 0, Block 002** of **Westchester Knolls**, having a street address of **5100 Windsor**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$5,260.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1080** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1080** for the amount of **\$5,260.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$5,260.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

7450 Metro Boulevard • Edina, Minnesota 55439  
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

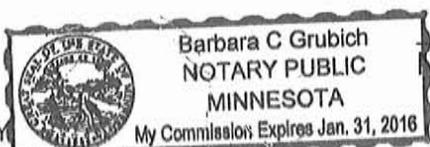
PROPERTY OWNER:

Steven Meyer  
Steven Meyer

Susan Meyer  
Susan Meyer

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Dakota )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2012 by Barbara C Grubich



Barbara C Grubich  
NOTARY PUBLIC

DRAFTED BY  
CAMPBELL KNOTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:sm



38

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**



AGREEMENT made this 16 day of July, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Carrie Wikman, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 006, Block 003 of Richmond Hills, having a street address of 5404 Richmond Lane, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$3,250.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1081 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1081 for the amount of \$3,250.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$3,250.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

CB Wikman  
Carrie Wikman

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2012, by Carrie B. Wikman

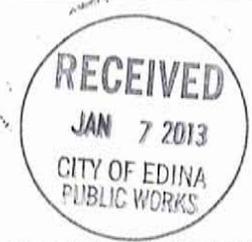
Jana Marie Larson  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT



AGREEMENT made this 4th day of Jan, 2013, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Lynda Lorenz, (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 0, Block 0 of Stows Yvonne Terrace, having a street address of 5004 Yvonne Terr, Edina, Minnesota (the "Subject Property").
B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.
C. Property Owner has replaced their sewer and water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

- 1. PUBLIC IMPROVEMENT. The Owner received a quote of \$8,625.00 (the "Project Cost") from Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1082 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1082 for the amount of \$8,625.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.
2. SPECIAL ASSESSMENT. The City will assess the Project Cost in the amount of \$8,625.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 12-4. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.
3. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

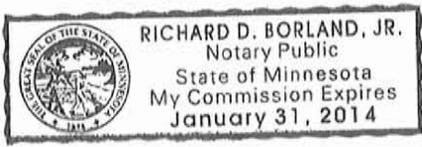
STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Lynda Lorenz  
Lynda Lorenz



STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of January, 2013, by Lynda Lorenz

Richard Borland  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn



40

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 5<sup>th</sup> day of Jan., 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **James Ostlund**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 006, Block 002 of Normandale Court**, having a street address of **5020 Normandale Ct**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer and water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$6,925.00** (the "Project Cost") from **Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1083** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1083** for the amount of **\$6,925.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$6,925.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

James Ostlund  
James Ostlund

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 5 day of JANUARY, 2013, by James Ostlund

Kristine Ervasti  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





41

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 7<sup>th</sup> day of Jan., 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Ryan Ballinger & Angie McConnell**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 006, Block 00 of Stows Yvonne Terrace**, having a street address of **5020 Yvonne Terr**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer and water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of **\$7,110.00** (the "Project Cost") from **Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1084** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1084** for the amount of **\$7,110.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$7,110.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

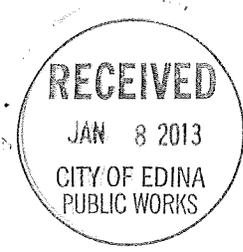
3. **BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

AND \_\_\_\_\_  
Scott H. Neal, City Manager



(SEAL)

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

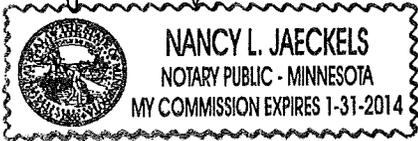
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

*Nancy L. Jaeckels*

*Ryan Ballinger*  
\_\_\_\_\_  
Ryan Ballinger

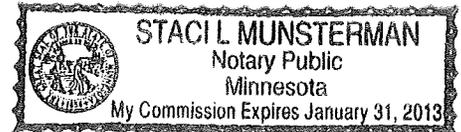


*Angie McConnell - Ballinger*  
\_\_\_\_\_  
Angie McConnell

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 7th day of January, 2013, by Ryan Ballinger

*Staci L. Munsterman*  
\_\_\_\_\_  
NOTARY PUBLIC



DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn



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**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 7<sup>th</sup> day of Jan., 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Gerald Peplin**, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 002, Block** of **Richmond Hills 3rd Addn**, having a street address of **5524 Code**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer and water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$4,950.00** (the "Project Cost") from **Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1086** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1086** for the amount of **\$4,950.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$4,950.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

(SEAL)



CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:  
Gerald Peplin  
Gerald Peplin

Dahl II

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 7th day of Jan., 2013, by Gerald Peplin

Sharon M. Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





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**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 11<sup>th</sup> day of October, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Ronald Pray, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 004, Block 00 of Nylund's Place, having a street address of 5017 W. 56th St, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their sewer and water and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of \$6,925.00 (the "Project Cost") from Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 1088 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1088 for the amount of \$6,925.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$6,925.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

**ENGINEERING DEPARTMENT**

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_  
Scott H. Neal, City Manager

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Ronald Pray  
Ronald Pray

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2012 by Ronald Pray

Sharon M. Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
RNK:srn





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**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 10<sup>th</sup> day of August, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Robert E Fitzsimmons Jr**, husband and wife, (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of **Lot 018, Block 00 of Stows Yvonne Terrace**, having a street address of **5025 Yvonne Terr**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 12-4.

C. Property Owner has replaced their **sewer & water** and has requested that the City assess the cost of the Public Improvement against the Subject Property.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$7,350.00** (the "Project Cost") from **Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1089** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1089** for the amount of **\$7,350.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

**2. SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$7,350.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**3. BINDING EFFECT; RECORDING.** This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

CITY OF EDINA

BY: \_\_\_\_\_  
James B. Hovland, Mayor

AND \_\_\_\_\_  
Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

PROPERTY OWNER:

Robert E. Fitzsimmons  
Robert E. Fitzsimmons, Jr.

STATE OF MINNESOTA )  
( ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 10th day of August, 2012, by Robert Fitzsimmons

Sharon M. Allison  
NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
Telephone: (612) 452-5000  
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