



To: **MAYOR AND COUNCIL**

Agenda Item #: VIII. A.

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

Action
Discussion
Information

Date: October 16, 2012

Subject: Consider Special Assessment Roll – Minnehaha Woods Neighborhood Reconstruction – Improvement No. BA-334 – Resolution No. 2012-121.

Action Requested:

Approve assessments as proposed for Improvements BA-334. Approve attached Public Improvement and Special Assessment Agreements.

Information / Background:

At its October 2 City Council meeting, the City Council closed the public hearing on the final assessment for the Minnehaha Woods Roadway Reconstruction project. The City Council voted to delay the vote on the issue until the October 16 City Council meeting so that staff could re-evaluate the Public Improvement and Special Assessment Agreements, further explain the difference between the estimate and final costs of sanitary sewer service upgrades, and comment on the engineering fees.

Public Improvement and Special Assessment Agreement (Agreement): The Agreement allows residents to add the cost of upgrading their sanitary sewer service and the water service to the special assessments for this project. Staff processed a total of 95 Agreements; 11 of these Agreements were approved at the June 21, 2011 City Council meeting, 11 Agreements have not been signed by the owners and are not included in the final assessment roll. Staff re-sent the 11 agreements on October 5 and had not received any back at the time of this writing. Staff will now invoice these property owners for the work that was completed by their plumber. Due to the Agreement waiving all procedural and substantive objections to the special assessments a property owner could still have his or her sanitary sewer service added to the special assessment if the Agreement is processed at a November City Council meeting. All of the Agreements including the unsigned Agreements are included with this report. Staff is not requesting that the City Council approve the non-signed Agreements until after the property owner signs them.

Sanitary Sewer Service Upgrades: Sanitary sewers are designed to drain by gravity. Most neighborhoods have sanitary sewer services at normal depth at the beginning of the sanitary sewer mainline and deeper sanitary sewer services at the outlet of the neighborhood.

Item VIII. A. Special Assessments

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The cost estimate for the feasibility study was based on a total of 191 services. It was assumed that 189 services were of normal depth and 2 services were at a deeper depth. The normal depth services were assumed to be replaced using an open-cut method whereby where you dig down to the service and replace it. The deeper services were anticipated to be replaced not by digging up the service, but by using a cured-in-place-pipe (CIPP) method. These service replacements that we are referring to were from the sanitary sewer mainline to the right-of-way line. The overall cost of the sanitary sewer service replacements were then divided by the total number of services. It was anticipated that each property owner would pay the same regardless of what type of service was used. The table below indicated the cost estimate for the feasibility study:

Type of Service Repair	Quantity	Cost per Service	Total Cost
Normal Depth – Open Cut	189	\$ 4,436	\$ 838,404
Deeper Depth – CIPP	2	\$ 11,298	\$ 22,596
Total Cost	191		\$ 861,000
Average Cost per Service		\$ 4,500	

During the December 9, 2010 and February 10, 2011 informational meetings, staff and consultant encouraged the property owners to have the entire sanitary sewer service, from the mainline to their home, upgraded by private plumbers. Based on data from the previous project in the Country Club District, staff believed that a homeowner could potentially save some money by having their entire service replaced.

During the preparation of the bid documents the method of service replacement was refined to three different types of service replacements. The bid documents included 73 normal depth services using open cut method, 26 normal depth services using CIPP method, and 23 deeper depth service using CIPP method for a total of 122 sanitary sewer services bid with the project. The remaining 69 services were anticipated to be completed by the property owners or were services that were upgraded within the last 15-years. The bid prices for these service replacements are:

Type of Service Repair	Quantity	Cost per Service	Total Cost
Normal Depth – Type I	73	\$ 1,472.00	\$ 107,456.00
Normal Depth –Type I CIPP	26	\$ 4,000.00	\$ 104,000.00
Deeper Depth – Type II CIPP	23	\$ 4,100.00	\$ 94,300.00
Total Cost	122		\$ 305,756.00
Average Cost per Service		\$ 2,506.20	
Cost per Service if you include engineering and cost of borrowing.		\$	3,463.13

The estimated cost per service after the bids were approved was not communicated to the residents, since the final cost per service is dependent on the final ratio of the three types of replacement methods. The final quantities resulted in much lower than anticipated participation rate along with a much lower ratio of Normal Depth – Type I CIPP and Deeper Depth – Type II CIPP to the Normal Depth – Type I replacements. The final quantities resulted in a much lower cost per service:

Type of Service Repair	Quantity	Cost per Service	Total Cost
Normal Depth – Type I	11	\$ 1,472.00	\$ 16,192.00
Normal Depth –Type I CIPP	1	\$ 4,000.00	\$ 4,000.00
Deeper Depth – Type II CIPP	0	\$ 4,100.00	\$ 0.00
Total Cost	12		\$ 20,192.00
Average Cost per Service		\$ 1,682.67	

A hypothetical final quantities show that the final ratio of the three types of replacement methods does indeed affect the final cost:

Type of Service Repair	Quantity	Cost per Service	Total Cost
Normal Depth – Type I	5	\$ 1,472.00	\$ 7,360.00
Normal Depth –Type I CIPP	23	\$ 4,000.00	\$ 92,000.00
Deeper Depth – Type II CIPP	21	\$ 4,100.00	\$ 86,100.00
Total Cost	49		\$ 185,460.00
Average Cost per Service		\$ 3,784.90	
Cost per Service if you include engineering and cost of borrowing.		\$ 5,230.07	

The discussion above affected 53 of the 191 services; 41 services were replaced by private plumbers and 12 services were replaced by the City’s contractor. The remaining 72% of the services were either previously upgraded or were replaced from the sanitary sewer mainline to the home by private plumbers.

Staff believes that the cost difference should be evaluated using the bid cost analysis of \$3,463.13 compared to the final cost of \$1,682.67. Staff agrees that this process does not provide a clear cost early enough for a resident to make an informed decision. Therefore, on projects constructed in 2013 and beyond, staff will recommend a refined process that does not depend on a final quantity of the different types of replacement methods.

Engineering Fees: The engineering fee for the Minnehaha Woods project is very similar to other complex construction projects such as the Country Club Project and the recent Ridge Road project. These are the types of projects that the City’s Engineering Department recommends to contract out due to the additional expertise and the lack of additional capacity of the Engineering Department. The comparison of overall fees is:

Project	Overall Cost	Engineering Cost	Percent of Cost
Minnehaha Woods	\$ 4,581,773	\$ 929,707	20%
Country Club	\$ 12,951,576	\$ 2,320,170	18%
Ridge Road	\$ 713,633	\$ 252,076	35%

ATTACHMENTS:

- Improvements BA-334 Final Project Costs Analysis, Final Assessment Roll, Certificate Mailing, Notice of Public Hearing, and Resolution No. 2012-121.
- Public Improvement and Special Assessment Agreements.

CITY OF EDINA - ANALYSIS OF ASSESSMENT

FOR:	Roadway Improvements: BA-334		
LOCATION:	Minnehaha Woods Neighborhood Improvements		
		<u>Actual</u>	<u>Proposed (Pending)</u>
CONTRACTOR:	Palda and Sons, Inc.	\$ 1,550,781.54	\$ 2,260,000.00
MICS EXPENSES		\$ 375,013.54	
		<u>\$ 1,925,795.08</u>	
PUBLISHING & SUPPLIES:		\$ 500.00	
LABOR COST:		\$ 27,994.97	
PROJECT FINANCE COST:		\$ 35,485.46	
TOTAL CONSTRUCTION COST:		<u><u>\$ 1,989,775.51</u></u>	
ASSESSABLE UNITS:	192.00	\$ 10,363.41	\$ 11,800.00
	<u>TOTAL</u>	<u>\$ 1,989,775.51</u>	
ASSESSABLE COST	ESTIMATED ASSESSMENT =	\$ 11,800.00	
	PROPOSED ASSESSMENT =	\$ 10,363.41	
	TOTAL ASSESSABLE COST	\$ 10,363.41	
LENGTH OF ASSESSMENT:	15 YEARS		

PLEASE NOTE THAT FOR THS ASSESSMENT \$861,000 WAS PROPOSED FOR SEWER PIPE REPLACEMENT IN THE ROW TO BE ASSESSED TO RESIDENTS. THIS AMOUNT IS NOT INCLUDED HERE BECAUSE IT VARIES BASED ON EXACT WORK THAT EACH RESIDENT DID AND WHETHER OR NOT THEY CHOOSE TO ADD THE COST TO THEIR ASSESSMENT.

REVISED
FINAL ASSESSMENT ROLL
MINNEHAHA WOODS NEIGHBORHOOD IMPROVEMENT
IMPROVEMENT NO. BA-334

PID	TAXPAYER NAME	ADDRESS	CITY/STATE/ZIP	Street	Utility Upgrades (Sewer and/or Water)	Total Assessment Rate	REU	Agreement No.	Approved by City Council
1902824120016	STEVEN W RIDER & MARY V RIDER	5400 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824120017	DAVID G STOLPESTAD & CHRISTINA L STOLPESTAD	5404 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 3,845.00	\$14,208.41	1	65	
1902824120018	SUSAN E GERLICHER-OLSON & RICHARD J OLSON	5408 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 6,675.00	\$17,038.41	1	5	6/21/2011
1902824120019	TAMARA L RICHARDSON & JONAS A RUNQUIST	5412 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120020	CONRAD LEIFUR	5416 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 3,196.00	\$13,559.41	1	91	
1902824120015	ROSEMARY SIEVE & LORAS SIEVE	5417 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 5,250.00	\$15,613.41	1	86	
1902824120021	FREDERICK W NIEBUHR	PO BOX 390108	EDINA MN 55439	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120014	MARK A TYSON	5421 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120022	JODY L S ROSS & DALE R ROSS	5424 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120013	ELDON NERHEIM	5425 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824120023	CONNIE L GRADY	5428 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 3,100.00	\$13,463.41	1	90	
1902824120012	BRIAN PANKRATZ	5429 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120024	JOHN F BLOODSWORTH & DIANE G HEACOX	5432 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 3,996.00	\$14,359.41	1	81	
1902824120011	PETER & STACY ENXING SENG	5433 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 7,465.00	\$17,828.41	1	84	
1902824120025	ADAM J & MARGARET E GILDNER	5436 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824120010	MICHAEL & STACY SULLIVAN	4536 DUPONT AVE S	MINNEAPOLIS MN 55419	\$10,363.41	\$ 5,250.00	\$15,613.41	1	88	
1902824120115	BRUCE A MACHMEIER	5500 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120157	ADAM C JOHNSON & DEANNA E HARTER	5501 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824120116	TRACY K LANGEVIN & TODD R LANGEVIN	5504 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 5,829.00	\$16,192.41	1	73	
1902824120156	STEVEN D BRYAN & NATALIE S SYNHAIVSKY	5505 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824120117	SHERYL BARE & ROBERT KIRK	5508 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120155	KATHLEEN M BUEGLER	5509 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 4,655.00	\$15,018.41	1	55	
1902824120118	CASSIDY R STEINER & ANDREW G STEINER	5512 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 5,600.00	\$15,963.41	1	53	
1902824120154	ELIZABETH M JOHNSON-MCGARRY	5513 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 4,625.00	\$14,988.41	1	85	
1902824120119	WILLIAM M MEYER & TOBIE J MEYER	5516 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120153	THOMAS A GARTON	5517 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 4,760.00	\$15,123.41	1	66	
1902824120120	JOANNE M NOVAK	5520 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120152	THOMAS E FISCHER & BARBARA J FISCHER	5521 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120121	ROBERT A PECK & LISA E PECK	5524 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 5,600.00	\$15,963.41	1	92	
1902824120151	TRICIA T CLARKE & DONALD E CLARKE	5525 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120122	JAMES W STANGL & BRIDGET A STANGL	5528 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ 3,295.00	\$13,658.41	1	34	
1902824120150	SHADOW PROPERTIES LLC	18312 MINNETONKA BLVD	WAYZATA MN 55391	\$10,363.41	\$ 3,450.00	\$13,813.41	1	78	
1902824120123	JOHN C STEPHENSON	5532 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	16	See Note 1
1902824120149	MICHAEL S TRESSLER	5533 BROOKVIEW AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110090	MARCY G SWENSON	5501 DEVER DR	EDINA MN 55424	\$10,363.41	\$ 7,300.00	\$17,663.41	1	69	
1902824110081	SARAH M SPENCE	5504 DEVER DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110089	WILFRIDO R CASTANEDA & SARAH R CASTANEDA	5505 DEVER DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	94	See Note 1
1902824110082	HAROLD D COVLIN	5508 DEVER DR	EDINA MN 55424	\$10,363.41	\$ 3,700.00	\$14,063.41	1	4	6/21/2011
1902824110088	MICHAEL J CALVO & AMY R SCOTT	5509 DEVER DR	EDINA MN 55424	\$10,363.41	\$ 2,400.00	\$12,763.41	1	1	6/21/2011
1902824110087	JUSTIN A WAHLS & ANNA L WAHLS	5513 DEVER DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110106	SCOTT A CARD & JULIE W CARD	5517 DEVER DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	20	See Note 1
1902824110103	NANCY J CAVEN	5521 DEVER DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120055	GREG J HERNANDEZ & ANNA L HERNANDEZ	5400 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120054	KATHRYN C KOESSEL	5401 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 8,550.00	\$18,913.41	1	41	
1902824120056	COLIN S & MINNA K BROOKS	5404 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120053	SANDRA E ROSS	5405 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824120057	WILLIAM E MCDONALD & MARYAN M MCDONALD	5408 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 8,600.00	\$18,963.41	1	40	
1902824120052	PATRICK E FLANAGAN	5409 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	21	See Note 1
1902824120058	REBECCA MCCAUGHEY & MARK MCCAUGHEY	5412 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120051	RICHARD J SHEEHAN & ELIZABETH A SHEEHAN	5413 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120059	TRACY L HOLTAN	5416 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	22	See Note 1
1902824120050	SUZY S KRONFELD BAUM & DAVID R BAUM	5417 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 5,600.00	\$15,963.41	1	43	
1902824120060	DAVID G PARRY	5420 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 5,000.00	\$15,363.41	1	75	
1902824120049	BARRY STREIT & KELLY STREIT	5421 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120061	DORIS ANDERSON	5424 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 5,600.00	\$15,963.41	1	42	
1902824120048	PATRICK T LEE	5425 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120062	THOMAS C BERINGER	5428 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 5,690.00	\$16,053.41	1	46	
1902824120063	WILLIAM R LUNGER & LAURA A LUNGER	5432 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120047	FERDINANDA L OTNESS	5433 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120064	KAREN R TAYLOR	5436 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 5,750.00	\$16,113.41	1	57	
1902824120046	MARK T SULLIVAN & JULIE G SULLIVAN	5437 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 5,790.00	\$16,153.41	1	60	

REVISED
FINAL ASSESSMENT ROLL
MINNEHAHA WOODS NEIGHBORHOOD IMPROVEMENT
IMPROVEMENT NO. BA-334

PID	TAXPAYER NAME	ADDRESS	CITY/STATE/ZIP	Street	Utility Upgrades (Sewer and/or Water)	Total Assessment Rate	REU	Agreement No.	Approved by City Council
1902824120075	PAUL J DONNAY THREE LLC	4655 63RD AVE N	MAPLE GROVE MN 55369	\$10,363.41	\$ 5,740.00	\$16,103.41	1	61	
1902824120114	JAMES C & KELLY A JACKSON	5501 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120076	NANCY K CARLILE & CHRISTOPHER S CARLILE	5504 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	18	See Note 1
1902824120113	BHARAT CHARAN	5505 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120077	MARY E KOTTKE	901 MARQUETTE AVE #2700	MINNEAPOLIS MN 55402	\$10,363.41	\$ 7,050.00	\$17,413.41	1	54	
1902824120112	GAIL M COLLINS	5509 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 9,100.00	\$19,463.41	1	71	
1902824120078	BRUCE C RUSSELL	5512 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120111	KATHRYN A MERTZ & DONALD K MERTZ	5513 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 3,680.00	\$14,043.41	1	58	
1902824120079	GORDON E & KATHY L OTTERLEI	4207 52ND ST W	EDINA MN 55439	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824120110	DANIEL J GIONET & ANDREA S GIONET	5517 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120080	CAROLYN R COCHRANE & ANDREW S COCHRANE	5520 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 3,695.00	\$14,058.41	1	74	
1902824120109	NICHOLAS J SOLINGER & LISA L SOLINGER	5521 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 4,750.00	\$15,113.41	1	33	
1902824120081	SARAH J GRIFFIN & GREGORY J PFLASTER	5524 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 1,995.00	\$12,358.41	1	39	
1902824120108	JOHN PLOTNICKY	5525 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120082	MICHAEL M & AMY K STAGGS	5528 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120107	MARGARET A REYNOLDS	5529 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120083	MARY ELLEN BRATTLAND	5532 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120106	MARGARET P GALBRAITH	5313 320TH ST	CUSHING MN 56443	\$10,363.41	\$ 3,695.00	\$14,058.41	1	44	
1902824120084	JOANNE MCRAE	5536 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120105	DIANE N SPANGLER & DAVID R SPANGLER	5537 KELLOGG AVE	EDINA MN 55424	\$10,363.41	\$ 4,450.00	\$14,813.41	1	45	
1902824130070	PAMELA E SCHWIER & JAMES G SCHWIER	5600 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824130062	IDONA M DARKENWALD & CLEMENT B DARKENWALD	5601 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ 6,800.00	\$17,163.41	1	12	
1902824130069	JACKIE K DUMMER & DALE M DUMMER	5604 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ 6,500.00	\$16,863.41	1	32	
1902824130063	ROBERT J DALY & KAREN E DALY	5605 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ 4,500.00	\$14,863.41	1	3	6/21/2011
1902824130068	ANDREW C TEITSCHER & AMY J TEITSCHER	5608 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824130067	DONALD E LAREAU	5612 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824130066	BRYAN T & ARON M BARNETT	5616 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824130065	CHRISTINE A VANDONGEN	5620 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824130061	SCOTT D ASPENSON & AMANDA K ASPENSON	5625 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824130064	TODD S EMERSON & AUDRA M O EMERSON	5628 KELLOGG PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120036	THOMAS K BROWER & PETRA S BROWER	5400 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 3,995.00	\$14,358.41	1	37	
1902824120035	BRYAN D COLWELL	5401 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120037	RONALD L KALIEBE & CAROL B FLINT-KALIEBE	5404 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120034	MARY L DYKSTRA & DENNIS D DYKSTRA	5405 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 5,125.00	\$15,488.41	1	36	
1902824120038	JOHN R CRABTREE	5408 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	15	See Note 1
1902824120033	ROCKY B OSBORN & JENNIFER A OSBORN	5409 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,350.00	\$14,713.41	1	48	
1902824120039	GLORIA L SULLIVAN	5412 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 2,800.00	\$13,163.41	1	51	
1902824120032	KATHRYN A BENNETT & EDWARD L BENNETT	5413 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120040	LOU A GILBERT	5416 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	77	See Note 1
1902824120031	KRISTEN D SUTLEY & DANIEL E LEPTUCK	5417 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120041	RODNEY G THOLE & CAROL J THOLE, TRSTES OF	220 COLLIER BLVD S #501	MARCO ISLAND FL 34145	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120030	SAMUEL PACE	5421 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 2,975.00	\$13,338.41	1	93	
1902824120042	MARJORIE A ADLER	5424 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,650.00	\$15,013.41	1	13	
1902824120029	KENT P FREDRICKSON	35 OXFORD AVE	CLARENDON HILLS IL 60514	\$10,363.41	\$ 4,550.00	\$14,913.41	1	52	
1902824120043	STEVEN L SEVERSON & SARA E SEVERSON	5428 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120028	MARIA K EGGEMEYER	5429 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 6,775.00	\$17,138.41	1	59	
1902824120044	JOHN FALLDIN	5432 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120027	MAUREEN O ENGER	5433 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 2,950.00	\$13,313.41	1	89	
1902824120045	REFINED LLC	5905 FAIRFAX AVE	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824120026	NANCY H KING & DOUGLAS E KING	5437 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,890.00	\$15,253.41	1	47	
1902824120095	GORDON R HILLEQUE & EMILY ERUSHA HILLEQUE	5500 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 3,675.00	\$14,038.41	1	68	
1902824120134	RICHARD W WEIGE	5501 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,600.00	\$14,963.41	1	14	
1902824120096	SHAWN K OLSEN & DANA R OLSEN	5504 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,076.00	\$14,439.41	1	62	
1902824120133	KELLY INGVALDSON & ERIC INGVALDSON	5505 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,650.00	\$15,013.41	1	38	
1902824120097	CAROLINE E OSTROM & JOHN E KARTHAUS	5508 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120132	SUSAN L MORK	5509 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120098	WILLIAM H KELLY & CARYN E KELLY	5512 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,940.00	\$15,303.41	1	29	
1902824120131	CELESTE A GERVAIS	5513 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120099	CAROLYN DONNELLY	5516 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	

REVISED
FINAL ASSESSMENT ROLL
MINNEHAHA WOODS NEIGHBORHOOD IMPROVEMENT
IMPROVEMENT NO. BA-334

PID	TAXPAYER NAME	ADDRESS	CITY/STATE/ZIP	Street	Utility Upgrades (Sewer and/or Water)	Total Assessment Rate	REU	Agreement No.	Approved by City Council
1902824120130	LISA L CARVER & JONATHAN A CARVER	5517 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120100	JOSEPHINE BAUER	5520 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120129	KARI FINBERG- SCHOOLER	5521 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120101	THOMAS P DAVIS & BRIDGET W DAVIS	5524 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 3,100.00	\$13,463.41	1	31	
1902824120128	HEIDI V WENNEN & DARREN J WENNEN	5525 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 2,950.00	\$13,313.41	1	26	
1902824120102	SHADOW PROPERTIES LLC	18312 MINNETONKA BLVD	WAYZATA MN 55391	\$10,363.41		\$10,363.41	1	95	See Note 1
1902824120127	CHRISTOPHER C LONG	5529 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120103	HARRIET E BUSDICKER	5532 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 3,950.00	\$14,313.41	1	56	
1902824120126	BRIAN A BELANGER	5533 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120104	CATHY L REED	5536 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,250.00	\$14,613.41	1	50	
1902824120125	ROBERT H DALY & LAURA Z DALY	5537 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824130060	RAYMOND J BOOK & JULIE A PARKE	5600 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,650.00	\$15,013.41	1	64	
1902824130001	PATRICIA M VAYDA & DOUGLAS W VAYDA	5601 OAKLAWN AVE	EDINA MN 55424	\$10,363.41		\$10,363.41	1	17	See Note 1
1902824130002	ROBERT DOUG GREEN & CYNTHIA TUPY	5609 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ 4,396.00	\$14,759.41	1	27	
1902824130003	JAMES D ALT & DEBORAH K MCKNIGHT	5617 OAKLAWN AVE	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120001	JOANNE S GORSKI-ALKIRE & DAVID ALKIRE	5400 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120002	PAUL J SHLAFFER & BARBARA S SHLAFFER	5404 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120003	RUSSELL B STRONG & KIMBERLY S STRONG	5412 PARK PL	EDINA MN 55424	\$10,363.41	\$ 4,500.00	\$14,863.41	1	25	
1902824120004	JAMES TRIGGS & CATHERINE TRIGGS	5416 PARK PL	EDINA MN 55424	\$10,363.41	\$ 3,196.00	\$13,559.41	1	76	
1902824120005	TANYA SKANSE & RONALD SKANSE	5420 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120006	SCOTT R DORN & ELIZABETH A DORN	5424 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120007	JEFFREY O STEWART	5428 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110073	LISA C BALKE & JEFFREY A BALKE	5429 PARK PL	EDINA MN 55424	\$10,363.41	\$ 4,316.00	\$14,679.41	1	49	
1902824120008	PATRICK M KRISKE & CATHERINE G KRISKE	5432 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120009	JOAN M MOONEY	5436 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110074	KATHLEEN M FLESHER	5437 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120138	BRIAN J & LINDA J DOUGHTY	5500 PARK PL	EDINA MN 55424	\$10,363.41	\$ 2,400.00	\$12,763.41	1	2	6/21/2011
1902824110011	MARK R BIRCHARD	5501 PARK PL	EDINA MN 55424	\$10,363.41	\$ 6,400.00	\$16,763.41	1	70	
1902824120139	CYNTHIA GEKELER STANTON & BRENT PHILIP CHELGREN	5504 PARK PL	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824120140	EUGENE N BALE	5508 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110012	CATHERINE R BRIGGS	5509 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120141	SHARON E BROWN & ANDREW R BROWN	5512 PARK PL	EDINA MN 55410	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110013	LORI CEDERHOLM GROTZ	5513 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120142	BARBARA L WENDT	5516 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120143	CRAIG & LEEANNA KALSCHUR	5520 PARK PL	EDINA MN 55424	\$10,363.41	\$ 3,996.00	\$14,359.41	1	9	6/21/2011
1902824110052	RODNEY D TEACHOUT & KATHLEEN K TEACHOUT	5523 PARK PL	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824120144	ANDREW G WAY	5524 PARK PL	EDINA MN 55424	\$10,363.41	\$ 2,350.00	\$12,713.41	1	28	
1902824110053	SARA E SWANSON	5527 PARK PL	EDINA MN 55424	\$10,363.41	\$ 5,132.00	\$15,495.41	1	30	
1902824120145	WILLIAM E HIDDING	5528 PARK PL	EDINA MN 55424	\$10,363.41	\$ 2,975.00	\$13,338.41	1	24	
1902824120146	SUSAN V KLEVEN & BRUCE M KLEVEN	5532 PARK PL	EDINA MN 55424	\$10,363.41	\$ 4,050.00	\$14,413.41	1	6	6/21/2011
1902824110054	MARK G BUSYN	5533 PARK PL	EDINA MN 55424	\$10,363.41	\$ 3,196.00	\$13,559.41	1	79	
1902824120147	MIA M LIEBL & DAVID M LIEBL	5536 PARK PL	EDINA MN 55424	\$10,363.41	\$ 2,600.00	\$12,963.41	1	82	
1902824110055	ERIK & KATE SCHMITT	4525 PARK COMMONS #212	ST LOUIS PARK MN 55416	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824140052	LAURA L R HEMLER & DAVID M HEMLER	5601 PARK PL	EDINA MN 55424	\$3,454.47	\$ -	\$3,454.47	0.333	N/A	
1902824110064	THOMAS & MARY VON KUSTER JR	5413 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 5,120.00	\$15,483.41	1	8	6/21/2011
1902824110065	ROBIN J CARPENTER	5417 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 5,195.00	\$15,558.41	1	87	
1902824110075	JEREMIAH J KEARNEY	5420 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110066	R B WEIGEL & C L WEIGEL, R W WEIGEL	5421 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 3,100.00	\$13,463.41	1	10	6/21/2011
1902824110067	DAVID C RAMSAY	5425 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110068	KRISTINE T DONATELLE & KRISTINE T DONATELLE	100 2ND ST N E #540	MINNEAPOLIS MN 55413	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110105	BENJAMIN CRABTREE	5428 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110069	MARK A BRETHEIM & JENNY L BRETHEIM	5429 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 4,775.00	\$15,138.41	1	67	
1902824110079	SARAH B MAENNER	5432 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110070	PETER MICHIELUTTI & LYNDA R MICHIELUTTI	5433 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110107	BRENDA B BECKER	5437 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110080	MARK K BORDEN & JANE S BORDEN	5440 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 2,795.00	\$13,158.41	1	83	
1902824110108	ROBERT J MURNEY JR	5441 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110083	KAREN L LANZ	5500 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 4,940.00	\$15,303.41	1	63	
1902824110092	JAMES B ROTH & DEEPALI ROTH	5501 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	

REVISED
FINAL ASSESSMENT ROLL
MINNEHAHA WOODS NEIGHBORHOOD IMPROVEMENT
IMPROVEMENT NO. BA-334

PID	TAXPAYER NAME	ADDRESS	CITY/STATE/ZIP	Street	Utility Upgrades (Sewer and/or Water)	Total Assessment Rate	REU	Agreement No.	Approved by City Council
1902824110084	SARAH A ERICKSON & RYAN M ERICKSON	5504 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110093	LYNNE P ROHKOHL & JAY D ROHKOHL	5505 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 8,100.00	\$18,463.41	1	7	6/21/2011
1902824110085	KRISTIN ANNE & JASON STOKES	5508 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 3,900.00	\$14,263.41	1	72	
1902824110094	STANLEY E DAVIS	5509 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 5,600.00	\$15,963.41	1	19	
1902824110086	JOSHUA J ROBERTS	5512 WOODCREST DR	EDINA MN 55424	\$10,363.41		\$10,363.41	1	23	See Note 1
1902824110056	JUDITH J CARVER	5515 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 4,850.00	\$15,213.41	1	35	
1902824110059	CRAIG D & CHELSEY GRIMES	5516 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 1,682.67	\$12,046.08	1	N/A	
1902824110057	STAN GEYER & BEVERLY L GEYER & ANNIE E	5200 FRANCE AVE #4	EDINA MN 55410	\$10,363.41	\$ 8,550.00	\$18,913.41	1	80	
1902824110060	JAMES W ROCKWELL	5520 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110058	JAMES R CAMPBELL & CARMEN D CAMPBELL	5521 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110061	GLENN & CATHY CHAFFIN	5524 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ 2,995.00	\$13,358.41	1	11	6/21/2011
1902824140048	LEONARD A NELSON	5525 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824110062	THOMAS J RAIH	5528 WOODCREST DR	EDINA MN 55424	\$10,363.41	\$ -	\$10,363.41	1	N/A	
1902824140049	MARK W SHEFFERT JR	5600 WOODCREST DR	EDINA MN 55424	\$3,454.47	\$ -	\$3,454.47	0.333	N/A	
1902824140053	ROBERT J OWEN & JUDITH K OWEN	5601 WOODCREST DR	EDINA MN 55424	\$3,454.47	\$ -	\$3,454.47	0.333	N/A	
					\$1,989,774.72	\$ 416,046.04	\$2,405,820.76	192	

Total Project Assessment \$1,989,775.51

Note 1: Property owners did not return a signed agreement.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)

CERTIFICATE OF MAILING NOTICE

I, the undersigned, being the duly qualified acting City Clerk of the City of Edina, Minnesota, hereby certify that on the following dates **September 14, 2012**, acting on behalf of said City, I deposited in the United States mail copies of the attached **Notice of Public Hearing for Minnehaha Woods Neighborhood, Improvement No. BA-334** (Exhibit A), enclosed in sealed envelopes, with postage thereon duly prepaid, addressed to the persons at the addresses as shown on the mailing list (Exhibit B), attached to the original hereof, which list is on file in my office, said persons being those appearing on the records of the County Auditor as owners of the property listed opposite their respective names, as of a date **17 days** prior to the date of the hearing; and that I also sent said notice to the following corporations at the indicated addresses whose property is exempt from taxation and is therefore not carried on the records of said County Auditor.

NAME

ADDRESS

WITNESS my hand and the seal of said City this 14th day of September, 2012.


Edina City Clerk



NOTICE OF PUBLIC HEARING ON PROPOSED SPECIAL ASSESSMENT IMPROVEMENT NO. BA-334

The Edina City Council will meet at **7 p.m. Oct. 2, 2012**, at City Hall, 4801 W. 50th St., Edina, MN, to approve and adopt the listed special assessments against the described property, which is part of the Minnehaha Woods Neighborhood:

Property Identification No.

The special assessment to this property is:

Roadway: \$17,500.00
Sewer and/or Water Upgrades:

Total Assessment:

The total amount of the proposed special assessment for the project is \$1,989,775.51. The proposed assessment roll is on file with the City Clerk.

No invoices will be mailed. This is the only notice you will receive regarding payment.

Payment Options

The proposed assessment is payable in equal annual principal installments extending over a period of 15 years at the rate of 3.1 percent.

Should the City Council adopt the assessment roll at the Oct. 2 meeting, you may pay the assessment in one of these ways:

1. Pay the whole of the assessment without interest to the City on or before Nov. 30, 2012.
2. Pay a minimum of 25 percent of the assessment by Nov. 30, 2012. The remaining balance will be certified to the County Auditor and your first year's payment will be payable with your real estate taxes in 2013, with interest on the entire assessment at the rate of 3.1 percent per annum from Oct. 2, 2012 to Dec. 31, 2013.
3. Pay the assessment with your real estate taxes. If the special assessment is not paid by Nov. 30, 2012, it will be certified to the County Auditor and your first year's payment will be payable with your real estate taxes in 2013, with interest on the entire assessment at the rate of 3.1 percent per annum from Oct. 2, 2012 to Dec. 31, 2013.

Deferment

The City Council may, at its discretion, defer the payment of assessments for a homestead property owned by a person age 65 or older for whom it would be a hardship to make payments. The procedures to apply for such deferment are available from the Assessor's office at Edina City Hall. Deferment applications must be filed with the Assessor's office by Nov. 9, 2012.

Objections/Appeals

If you wish to object or appeal to this assessment:

1. File a signed, written objection with the City Clerk prior to the assessment hearing, or present the written objection to the Mayor at the assessment hearing.
2. Serve notice of the appeal to the Mayor or the City Clerk within 30 days after the adoption of the assessment and file such notice with the District Court within 10 days after the notice was served to the Mayor or the City Clerk.

To comment on the special assessment, you may:

- **Write to** City of Edina, Engineering Department, 7450 Metro Blvd, Edina, MN 55439.
- **Email to** mail@EdinaMN.gov, attention City Council and Engineering.
- **Attend the Oct. 2 public hearing and offer comments.**

If you have questions regarding the project, please call the Engineering Department at 952-826-0371. If you have questions about paying your assessment, please call the Assessing Division of the Community Development Department at 952-826-0365.

September 14, 2012
Debra A. Mangen
City Clerk



PAYMENT PROCEDURE

- If paying on or before Nov. 30, 2012, please cut and return this stub with your payment.
- Make check payable to the City of Edina
- Mail payment or pay in person: Edina City Hall, Assessing Division, 4801 W. 50th Street, Edina, MN 55424

PID	Impr. No.	Pay this amount by November 30, 2012, to avoid interest charges.	If not paid on or before Nov. 30, 2012, the assessment will be placed on your property taxes at 3.1% annual interest rate, spread out over 15 years.

Amount Enclosed: _____

Name: _____

BA-334

1902824120016
STEVEN W RIDER & MARY V RIDER
5400 BROOKVIEW AVE
EDINA MN 55424

1902824120017
DAVID G STOLPESTAD & CHRISTINA L
STOLPESTAD
5404 BROOKVIEW AVE
EDINA MN 55424

1902824120018
SUSAN E GERLICHER-OLSON &
RICHARD J OLSON
5408 BROOKVIEW AVE
EDINA MN 55424

1902824120019
TAMARA L RICHARDSON & JONAS A
RUNQUIST
5412 BROOKVIEW AVE
EDINA MN 55424

1902824120020
CONRAD LEIFUR
5416 BROOKVIEW AVE
EDINA MN 55424

1902824120015
ROSEMARY SIEVE & LORAS SIEVE
5417 BROOKVIEW AVE
EDINA MN 55424

1902824120021
FREDERICK W NIEBUHR
PO BOX 390108
EDINA MN 55439

1902824120014
MARK A TYSON
5421 BROOKVIEW AVE
EDINA MN 55424

1902824120022
JODY L S ROSS & DALE R ROSS
5424 BROOKVIEW AVE
EDINA MN 55424

1902824120013
ELDON NERHEIM
5425 BROOKVIEW AVE
EDINA MN 55424

1902824120023
CONNIE L GRADY
5428 BROOKVIEW AVE
EDINA MN 55424

1902824120012
BRIAN PANKRATZ
5429 BROOKVIEW AVE
EDINA MN 55424

1902824120024
JOHN F BLOODSWORTH & DIANE G
HEACOX
5432 BROOKVIEW AVE
EDINA MN 55424

1902824120011
PETER & STACY ENXING SENG
5433 BROOKVIEW AVE
EDINA MN 55424

1902824120025
ADAM J & MARGARET E GILDNER
5436 BROOKVIEW AVE
EDINA MN 55424

1902824120010
MICHAEL & STACY SULLIVAN
4536 DUPONT AVE S
MINNEAPOLIS MN 55419

1902824120115
BRUCE A MACHMEIER
5500 BROOKVIEW AVE
EDINA MN 55424

1902824120157
ADAM C JOHNSON & DEANNA E
HARTER
5501 BROOKVIEW AVE
EDINA MN 55424

1902824120116
TRACY K LANGEVIN & TODD R
LANGEVIN
5504 BROOKVIEW AVE
EDINA MN 55424

1902824120156
STEVEN D BRYAN & NATALIE S
SYNHAIVSKY
5505 BROOKVIEW AVE
EDINA MN 55424

1902824120117
SHERYL BARE & ROBERT KIRK
5508 BROOKVIEW AVE
EDINA MN 55424

1902824120155
KATHLEEN M BUEGLER
5509 BROOKVIEW AVE
EDINA MN 55424

1902824120118
CASSIDY R STEINER & ANDREW G
STEINER
5512 BROOKVIEW AVE
EDINA MN 55424

1902824120154
ELIZABETH M JOHNSON-MCGARRY
5513 BROOKVIEW AVE
EDINA MN 55424

1902824120119
WILLIAM M MEYER & TOBIE J MEYER
5516 BROOKVIEW AVE
EDINA MN 55424

1902824120153
THOMAS A GARTON
5517 BROOKVIEW AVE
EDINA MN 55424

1902824120120
JOANNE M NOVAK
5520 BROOKVIEW AVE
EDINA MN 55424

1902824120152
THOMAS E FISCHER & BARBARA J
FISCHER
5521 BROOKVIEW AVE
EDINA MN 55424

1902824120121
ROBERT A PECK & LISA E PECK
5524 BROOKVIEW AVE
EDINA MN 55424

1902824120151
TRICIA T CLARKE & DONALD E
CLARKE
5525 BROOKVIEW AVE
EDINA MN 55424

1902824120122
JAMES W STANGL & BRIDGET A
STANGL
5528 BROOKVIEW AVE
EDINA MN 55424

1902824120150
SHADOW PROPERTIES LLC
18312 MINNETONKA BLVD
WAYZATA MN 55391

1902824120123
JOHN C STEPHENSON
5532 BROOKVIEW AVE
EDINA MN 55424

1902824120149
MICHAEL S TRESSLER
5533 BROOKVIEW AVE
EDINA MN 55424

1902824110090
MARCY G SWENSON
5501 DEVER DR
EDINA MN 55424

1902824110081
SARAH M SPENCE
5504 DEVER DR
EDINA MN 55424

1902824110089
WILFRIDO R CASTANEDA & SARAH R
CASTANEDA
5505 DEVER DR
EDINA MN 55424

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HAROLD D COVLIN
5508 DEVER DR
EDINA MN 55424

1902824110088
MICHAEL J CALVO & AMY R SCOTT
5509 DEVER DR
EDINA MN 55424

1902824110087
JUSTIN A WAHLS & ANNA L WAHLS
5513 DEVER DR
EDINA MN 55424

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SCOTT A CARD & JULIE W CARD
5517 DEVER DR
EDINA MN 55424

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NANCY J CAVEN
5521 DEVER DR
EDINA MN 55424

1902824120055
GREG J HERNANDEZ & ANNA L
HERNANDEZ
5400 KELLOGG AVE
EDINA MN 55424

1902824120054
KATHRYN C KOESSEL
5401 KELLOGG AVE
EDINA MN 55424

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COLIN S & MINNA K BROOKS
5404 KELLOGG AVE
EDINA MN 55424

1902824120053
SANDRA E ROSS
5405 KELLOGG AVE
EDINA MN 55424

1902824120057
WILLIAM E MCDONALD & MARYAN
M MCDONALD
5408 KELLOGG AVE
EDINA MN 55424

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PATRICK E FLANAGAN
5409 KELLOGG AVE
EDINA MN 55424

1902824120058
REBECCA MCCAUGHEY & MARK
MCCAUGHEY
5412 KELLOGG AVE
EDINA MN 55424

1902824120051
RICHARD J SHEEHAN & ELIZABETH A
SHEEHAN
5413 KELLOGG AVE
EDINA MN 55424

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TRACY L HOLTAN
5416 KELLOGG AVE
EDINA MN 55424

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SUZY S KRONFELD BAUM & DAVID R
BAUM
5417 KELLOGG AVE
EDINA MN 55424

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DAVID G PARRY
5420 KELLOGG AVE
EDINA MN 55424

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BARRY STREIT & KELLY STREIT
5421 KELLOGG AVE
EDINA MN 55424

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DORIS ANDERSON
5424 KELLOGG AVE
EDINA MN 55424

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PATRICK T LEE
5425 KELLOGG AVE
EDINA MN 55424

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THOMAS C BERINGER
5428 KELLOGG AVE
EDINA MN 55424

1902824120063
WILLIAM R LUNGER & LAURA A
LUNGER
5432 KELLOGG AVE
EDINA MN 55424

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FERDINANDA L OTNESS
5433 KELLOGG AVE
EDINA MN 55424

1902824120064
KAREN R TAYLOR
5436 KELLOGG AVE
EDINA MN 55424

1902824120046
MARK T SULLIVAN & JULIE G
SULLIVAN
5437 KELLOGG AVE
EDINA MN 55424

1902824120076
NANCY K CARLILE & CHRISTOPHER S
CARLILE
5504 KELLOGG AVE
EDINA MN 55424

1902824120112
GAIL M COLLINS
5509 KELLOGG AVE
EDINA MN 55424

1902824120079
GORDON E & KATHY L OTTERLEI
4207 52ND ST W
EDINA MN 55439

1902824120109
NICHOLAS J SOLINGER & LISA L
SOLINGER
5521 KELLOGG AVE
EDINA MN 55424

1902824120082
MICHAEL M & AMY K STAGGS
5528 KELLOGG AVE
EDINA MN 55424

1902824120106
MARGARET P GALBRAITH
5313 320TH ST
CUSHING MN 56443

1902824130070
PAMELA E SCHWIER & JAMES G
SCHWIER
5600 KELLOGG PL
EDINA MN 55424

1902824130063
ROBERT J DALY & KAREN E DALY
5605 KELLOGG PL
EDINA MN 55424

1902824130066
BRYAN T & ARON M BARNETT
5616 KELLOGG PL
EDINA MN 55424

1902824120075
PAUL J DONNAY THREE LLC
4655 63RD AVE N
MAPLE GROVE MN 55369

1902824120113
BHARAT CHARAN
5505 KELLOGG AVE
EDINA MN 55424

1902824120078
BRUCE C RUSSELL
5512 KELLOGG AVE
EDINA MN 55424

1902824120110
DANIEL J GIONET & ANDREA S
GIONET
5517 KELLOGG AVE
EDINA MN 55424

1902824120081
SARAH J GRIFFIN & GREGORY J
PFLASTER
5524 KELLOGG AVE
EDINA MN 55424

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MARGARET A REYNOLDS
5529 KELLOGG AVE
EDINA MN 55424

1902824120084
JOANNE MCRAE
5536 KELLOGG AVE
EDINA MN 55424

1902824130062
IDONA M DARKENWALD & CLEMENT
B DARKENWALD
5601 KELLOGG PL
EDINA MN 55424

1902824130068
ANDREW C TEITSCHIED & AMY J
TEITSCHIED
5608 KELLOGG PL
EDINA MN 55424

1902824130065
CHRISTINE A VANDONGEN
5620 KELLOGG PL
EDINA MN 55424

1902824120114
JAMES C & KELLY A JACKSON
5501 KELLOGG AVE
EDINA MN 55424

1902824120077
MARY E KOTTKE
901 MARQUETTE AVE #2700
MINNEAPOLIS MN 55402

1902824120111
KATHRYN A MERTZ & DONALD K
MERTZ
5513 KELLOGG AVE
EDINA MN 55424

1902824120080
CAROLYN R COCHRANE &
ANDREW S COCHRANE
5520 KELLOGG AVE
EDINA MN 55424

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JOHN PLOTNICKY
5525 KELLOGG AVE
EDINA MN 55424

1902824120083
MARY ELLEN BRATTLAND
5532 KELLOGG AVE
EDINA MN 55424

1902824120105
DIANE N SPANGLER & DAVID R
SPANGLER
5537 KELLOGG AVE
EDINA MN 55424

1902824130069
JACKIE K DUMMER & DALE M
DUMMER
5604 KELLOGG PL
EDINA MN 55424

1902824130067
DONALD E LAREAU
5612 KELLOGG PL
EDINA MN 55424

1902824130061
SCOTT D ASPENSON & AMANDA K
ASPENSON
5625 KELLOGG PL
EDINA MN 55424

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TODD S EMERSON & AUDRA M O
EMERSON
5628 KELLOGG PL
EDINA MN 55424

1902824120037
RONALD L KALIEBE & CAROL B
FLINT-KALIEBE
5404 OAKLAWN AVE
EDINA MN 55424

1902824120033
ROCKY B OSBORN & JENNIFER A
OSBORN
5409 OAKLAWN AVE
EDINA MN 55424

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LOU A GILBERT
5416 OAKLAWN AVE
EDINA MN 55424

1902824120030
SAMUEL PACE
5421 OAKLAWN AVE
EDINA MN 55424

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STEVEN L SEVERSON & SARA E
SEVERSON
5428 OAKLAWN AVE
EDINA MN 55424

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MAUREEN O ENGER
5433 OAKLAWN AVE
EDINA MN 55424

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GORDON R HILLEQUE & EMILY
ERUSHA HILLEQUE
5500 OAKLAWN AVE
EDINA MN 55424

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KELLY INGVALDSON & ERIC
INGVALDSON
5505 OAKLAWN AVE
EDINA MN 55424

1902824120098
WILLIAM H KELLY & CARYN E KELLY
5512 OAKLAWN AVE
EDINA MN 55424

1902824120036
THOMAS K BROWER & PETRA S
BROWER
5400 OAKLAWN AVE
EDINA MN 55424

1902824120034
MARY L DYKSTRA & DENNIS D
DYKSTRA
5405 OAKLAWN AVE
EDINA MN 55424

1902824120039
GLORIA L SULLIVAN
5412 OAKLAWN AVE
EDINA MN 55424

1902824120031
KRISTEN D SUTLEY & DANIEL E
LEPTUCK
5417 OAKLAWN AVE
EDINA MN 55424

1902824120042
MARJORIE A ADLER
5424 OAKLAWN AVE
EDINA MN 55424

1902824120028
MARIA K EGGEMEYER
5429 OAKLAWN AVE
EDINA MN 55424

1902824120045
REFINED LLC
5905 FAIRFAX AVE
EDINA MN 55424

1902824120134
RICHARD W WEIGE
5501 OAKLAWN AVE
EDINA MN 55424

1902824120097
CAROLINE E OSTROM & JOHN E
KARTHAUS
5508 OAKLAWN AVE
EDINA MN 55424

1902824120131
CELESTE A GERVAIS
5513 OAKLAWN AVE
EDINA MN 55424

1902824120035
BRYAN D COLWELL
5401 OAKLAWN AVE
EDINA MN 55424

1902824120038
JOHN R CRABTREE
5408 OAKLAWN AVE
EDINA MN 55424

1902824120032
KATHRYN A BENNETT & EDWARD L
BENNETT
5413 OAKLAWN AVE
EDINA MN 55424

1902824120041
RODNEY G THOLE & CAROL J THOLE,
TRSTES OF THOLE FMLY REV TRS
220 COLLIER BLVD S #501
MARCO ISLAND FL 34145

1902824120029
KENT P FREDRICKSON
35 OXFORD AVE
CLARENDON HILLS IL 60514

1902824120044
JOHN FALLDIN
5432 OAKLAWN AVE
EDINA MN 55424

1902824120026
NANCY H KING & DOUGLAS E KING
5437 OAKLAWN AVE
EDINA MN 55424

1902824120096
SHAWN K OLSEN & DANA R OLSEN
5504 OAKLAWN AVE
EDINA MN 55424

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SUSAN L MORK
5509 OAKLAWN AVE
EDINA MN 55424

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CAROLYN DONNELLY
5516 OAKLAWN AVE
EDINA MN 55424

1902824120130
LISA L CARVER & JONATHAN A
CARVER
5517 OAKLAWN AVE
EDINA MN 55424

1902824120101
THOMAS P DAVIS & BRIDGET W
DAVIS
5524 OAKLAWN AVE
EDINA MN 55424

1902824120127
CHRISTOPER C LONG
5529 OAKLAWN AVE
EDINA MN 55424

1902824120104
CATHY L REED
5536 OAKLAWN AVE
EDINA MN 55424

1902824130001
PATRICIA M VAYDA & DOUGLAS W
VAYDA
5601 OAKLAWN AVE
EDINA MN 55424

1902824120001
JOANNE S GORSKI-ALKIRE & DAVID
ALKIRE
5400 PARK PL
EDINA MN 55424

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JAMES TRIGGS & CATHERINE TRIGGS
5416 PARK PL
EDINA MN 55424

1902824120007
JEFFREY O STEWART
5428 PARK PL
EDINA MN 55424

1902824120009
JOAN M MOONEY
5436 PARK PL
EDINA MN 55424

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MARK R BIRCHARD
5501 PARK PL
EDINA MN 55424

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JOSEPHINE BAUER
5520 OAKLAWN AVE
EDINA MN 55424

1902824120128
HEIDI V WENNEN & DARREN J
WENNEN
5525 OAKLAWN AVE
EDINA MN 55424

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HARRIET E BUSDICKER
5532 OAKLAWN AVE
EDINA MN 55424

1902824120125
ROBERT H DALY & LAURA Z DALY
5537 OAKLAWN AVE
EDINA MN 55424

1902824130002
ROBERT DOUG GREEN & CYNTHIA
TUPY
5609 OAKLAWN AVE
EDINA MN 55424

1902824120002
PAUL J SHLAFER & BARBARA S
SHLAFER
5404 PARK PL
EDINA MN 55424

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TANYA SKANSE & RONALD SKANSE
5420 PARK PL
EDINA MN 55424

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LISA C BALKE & JEFFREY A BALKE
5429 PARK PL
EDINA MN 55424

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KATHLEEN M FLESHER
5437 PARK PL
EDINA MN 55424

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CYNTHIA GEKELER STANTON &
BRENT PHILIP CHELGREN
5504 PARK PL
EDINA MN 55424

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KARI FINBERG- SCHOOLER
5521 OAKLAWN AVE
EDINA MN 55424

1902824120102
SHADOW PROPERTIES LLC
18312 MINNETONKA BLVD
WAYZATA MN 55391

1902824120126
BRIAN A BELANGER
5533 OAKLAWN AVE
EDINA MN 55424

1902824130060
RAYMOND J BOOK & JULIE A PARKE
5600 OAKLAWN AVE
EDINA MN 55424

1902824130003
JAMES D ALT & DEBORAH K
MCKNIGHT
5617 OAKLAWN AVE
EDINA MN 55424

1902824120003
RUSSELL B STRONG & KIMBERLY S
STRONG
5412 PARK PL
EDINA MN 55424

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SCOTT R DORN & ELIZABETH A DORN
5424 PARK PL
EDINA MN 55424

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PATRICK M KRISKE & CATHERINE G
KRISKE
5432 PARK PL
EDINA MN 55424

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BRIAN J & LINDA J DOUGHTY
5500 PARK PL
EDINA MN 55424

1902824120140
EUGENE N BALE
5508 PARK PL
EDINA MN 55424

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CATHERINE R BRIGGS
5509 PARK PL
EDINA MN 55424

1902824120142
BARBARA L WENDT
5516 PARK PL
EDINA MN 55424

1902824120144
ANDREW G WAY
5524 PARK PL
EDINA MN 55424

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SUSAN V KLEVEN & BRUCE M
KLEVEN
5532 PARK PL
EDINA MN 55424

1902824110055
ERIK & KATE SCHMITT
4525 PARK COMMONS #212
ST LOUIS PARK MN 55416

1902824110065
ROBIN J CARPENTER
5417 WOODCREST DR
EDINA MN 55424

1902824110067
DAVID C RAMSAY
5425 WOODCREST DR
EDINA MN 55424

1902824110069
MARK A BRETHEIM & JENNY L
BRETHEIM
5429 WOODCREST DR
EDINA MN 55424

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BRENDA B BECKER
5437 WOODCREST DR
EDINA MN 55424

1902824110083
KAREN L LANZ
5500 WOODCREST DR
EDINA MN 55424

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SHARON E BROWN & ANDREW R
BROWN
5512 PARK PL
EDINA MN 55410

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CRAIG & LEEANNA KALSCHEUR
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EDINA MN 55424

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SARA E SWANSON
5527 PARK PL
EDINA MN 55424

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MARK G BUSYN
5533 PARK PL
EDINA MN 55424

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LAURA L R HEMLER & DAVID M
HEMLER
5601 PARK PL
EDINA MN 55424

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JEREMIAH J KEARNEY
5420 WOODCREST DR
EDINA MN 55424

1902824110068
KRISTINE T DONATELLE & KRISTINE T
DONATELLE
100 2ND ST N E #540
MINNEAPOLIS MN 55413

1902824110079
SARAH B MAENNER
5432 WOODCREST DR
EDINA MN 55424

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MARK K BORDEN & JANE S BORDEN
5440 WOODCREST DR
EDINA MN 55424

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JAMES B ROTH & DEEPALI ROTH
5501 WOODCREST DR
EDINA MN 55424

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LORI CEDERHOLM GROTZ
5513 PARK PL
EDINA MN 55424

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RODNEY D TEACHOUT & KATHLEEN
K TEACHOUT
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EDINA MN 55424

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WILLIAM E HIDDING
5528 PARK PL
EDINA MN 55424

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MIA M LIEBL & DAVID M LIEBL
5536 PARK PL
EDINA MN 55424

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THOMAS & MARY VON KUSTER JR
5413 WOODCREST DR
EDINA MN 55424

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R B WEIGEL & C L WEIGEL, R W
WEIGEL
5421 WOODCREST DR
EDINA MN 55424

1902824110105
BENJAMIN CRABTREE
5428 WOODCREST DR
EDINA MN 55424

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PETER MICHIELUTTI & LYNDA R
MICHIELUTTI
5433 WOODCREST DR
EDINA MN 55424

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ROBERT J MURNEY JR
5441 WOODCREST DR
EDINA MN 55424

1902824110084
SARAH A ERICKSON & RYAN M
ERICKSON
5504 WOODCREST DR
EDINA MN 55424

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LYNNE P ROHKOHL & JAY D
ROHKOHL
5505 WOODCREST DR
EDINA MN 55424

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KRISTIN ANNE & JASON STOKES
5508 WOODCREST DR
EDINA MN 55424

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STANLEY E DAVIS
5509 WOODCREST DR
EDINA MN 55424

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JOSHUA J ROBERTS
5512 WOODCREST DR
EDINA MN 55424

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JUDITH J CARVER
5515 WOODCREST DR
EDINA MN 55424

1902824110059
CRAIG D & CHELSEY GRIMES
5516 WOODCREST DR
EDINA MN 55424

1902824110057
STAN GEYER & BEVERLY L GEYER &
ANNIE E GREGORAK
5200 FRANCE AVE #4
EDINA MN 55410

1902824110060
JAMES W ROCKWELL
5520 WOODCREST DR
EDINA MN 55424

1902824110058
JAMES R CAMPBELL & CARMEN D
CAMPBELL
5521 WOODCREST DR
EDINA MN 55424

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GLENN & CATHY CHAFFIN
5524 WOODCREST DR
EDINA MN 55424

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LEONARD A NELSON
5525 WOODCREST DR
EDINA MN 55424

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THOMAS J RAIH
5528 WOODCREST DR
EDINA MN 55424

1902824140049
MARK W SHEFFERT JR
5600 WOODCREST DR
EDINA MN 55424

1902824140053
ROBERT J OWEN & JUDITH K OWEN
5601 WOODCREST DR
EDINA MN 55424



**RESOLUTION NO. 2012-121
A RESOLUTION LEVYING SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS**

WHEREAS, pursuant to proper notice duly given as required by law, the Edina City Council has met and heard and passed upon all written and oral objections to the proposed special assessments for the improvement listed below:

Minnehaha Woods Neighborhood Reconstruction – Improvement No. BA-334

BE IT RESOLVED by the City Council of the City of Edina, Minnesota as follows:

1. Each special assessment as set forth in the special assessment roll on file in the office of the City Clerk for each aforementioned improvement is hereby accepted and shall constitute the special assessments against the lands named therein, and each tract of land therein included in herein found to be benefited by the improvement in the amount of the special assessments levied against it.
2. The special assessments shall be payable in equal installments, the first of said installments together with interest at a rate of 3.1% per annum, on the entire special assessments from the date hereof to December 31, 2013. To each subsequent installment shall be added interest at the above rate for one year on all unpaid installments. The number of such annual installments shall be as follows:

<u>NAME OF IMPROVEMENT</u>	<u>Levy No. 18279</u>	<u>NUMBER OF INSTALLMENTS</u>
Minnehaha Woods Neighborhood	Levy No. 18279	15

3. The owner of the property so assessed may, at any time prior to certification of special assessment to the County Auditor, partially prepay an amount not less than 25% of the whole assessment to the City Treasurer and no interest shall be charged on the portion of the assessment prepaid; or pay the whole of the special assessments on such property, to the City Treasurer, except that no interest shall be charged if the entire special assessment is paid before November 30 following the adoption of this resolution and they may, at any time thereafter, pay to the City Treasurer the entire amount of the special assessments remaining unpaid. Such payment must be made before November 15.
4. The Clerk shall forthwith transmit a certified supplicate of these special assessments to the County Auditor to be extended on the property tax lists of the County. Such special assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted this 16th day of October, 2012

ATTEST: _____
City Clerk

Mayor

ENGINEERING DEPARTMENT

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

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of October 16, 2012, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 20__.

City Clerk

Agreements

**Signed by
owners**

**Approved by
City Council
June 21, 2011**



City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 14th day of June, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Mike Calvo a Amy Scott, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 6, Block 21, of Shady Pines Addition having a street address of 5509 Dever 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 11-5.
- 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 \$2,400.00 (the "Project Cost") from Metro General Services, 5790 Quam Ave NE, St. Michael, MN 55376 (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. 1698 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1698 for the amount of \$2,400.00. 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 \$2,400.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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)

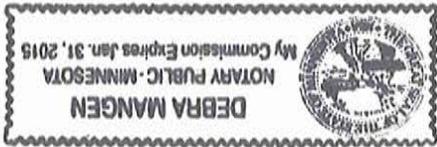
AND

Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of June, 2011, 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.

Debra A Mangan
NOTARY PUBLIC



PROPERTY OWNER:

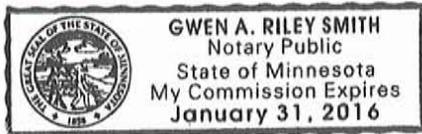
Amy K Scott
Mike Cal

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 14th day of June, 2011, by Gwen A. Riley Smith

Gwen A. Riley Smith
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**

City of Edina

AGREEMENT made this 13th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and DAVID TURK, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 1, Block 14, of South Harriet Park having a street address of 5500 Park 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 11-5.

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 \$2,400.00 (the "Project Cost") from Metro General Services, 5790 Quam Ave NE, St. Michael, MN 55376 (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. 1699 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1699 for the amount of \$2,400.00. 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 \$2,400.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

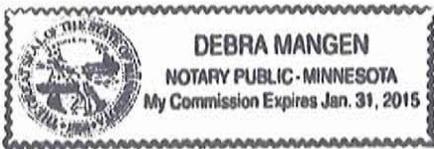
AND

Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of June, 2011, 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.



Debra A Mangen
NOTARY PUBLIC

PROPERTY OWNER:

David Turk

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.

The foregoing instrument was acknowledged before me this 13th day of June, 2011, by David Turk

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





3

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 10th day of JUNE, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and ROBERT & KAREN DALY, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 4, Block 1, of Colonial Square having a street address of 5605 Kellogg 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 11-5.

C. Property Owner has replaced 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 \$4,500.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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 1665 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1665 for the amount of \$4,500.00. 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 \$4,500.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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: [Signature]
James B. Hovland, Mayor

(SEAL)

AND [Signature]
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.

[Signature]
NOTARY PUBLIC

PROPERTY OWNER:

[Signature]

[Signature]



STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 10th day of June, 2011, by Robert Daly

[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





4

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 9th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Harold & Beverly Coulter, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 2, Block 1, of Shady Pines Addition having a street address of 5508 Dever Rd, 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 11-5.
- C. Property Owner has replaced 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 \$3,700.00 (the "Project Cost") from Ouverson Sewer and 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 1695 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1695 for the amount of \$3,700.00. 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 \$3,700.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 9 day of June, 2011, 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.

Sheila Marie Cramer
NOTARY PUBLIC



PROPERTY OWNER:

Harold J. Fin
Beverly Gordon

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



S

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 14 day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Richard and Susan Olsen, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 3, Block 8, of South Harriet Park having a street address of 5408 Brookview 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 11-5.
- C. Property Owner has replaced 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 \$6,675.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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 1006 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1006 for the amount of \$5,675.00. 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 \$5,675.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

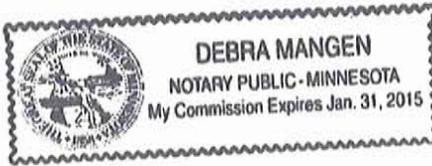
(SEAL)

AND

Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of June, 2011, 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.



Debra Mangen
NOTARY PUBLIC

PROPERTY OWNER:

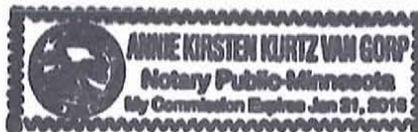
Richard J. Olson
Susan Olson

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 14th day of June, 2011, by Richard J. Olson + Susan Olson

A. K. Kurtz
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





6

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Bruce Kleven and Susan KLEVEN, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 9, Block 14, of South Harriet Park having a street address of 5532 Park 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 11-5.

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 \$4,050.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1037 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1037 for the amount of \$4,050.00. 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 \$4,050.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

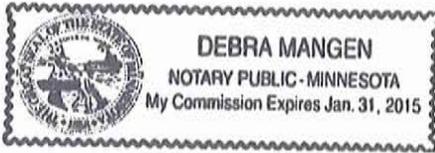
(SEAL)

AND

Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of June, 2011, 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.



Debra A Mangen
NOTARY PUBLIC

PROPERTY OWNER:

Bruce Klevon
BRUCE KLEVON

Susan Klevon
SUSAN KLEVON

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 12 day of June, 2011, by Bruce Klevon and Susan Klevon

Chartrie Vong
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

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 10th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Jay D. Rohkohl / Lynne P. Rohkohl, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 3, Block 3, of Shady Pines Addition having a street address of 5505 Woodcrest 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 11-5.

C. Property Owner has replaced 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 \$8,100.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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 1020 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1020 for the amount of \$8,100.00. 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 \$8,100.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

[Handwritten signature of James B. Hovland]
James B. Hovland, Mayor

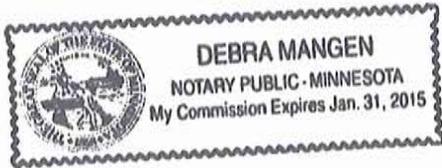
AND

[Handwritten signature of Scott H. Neal]
Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of June, 2011, 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.



[Handwritten signature of Debra Mangen]
NOTARY PUBLIC

PROPERTY OWNER:

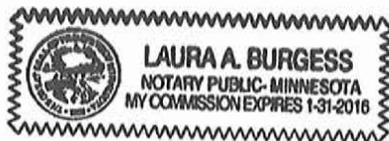
[Handwritten signature of Jay Rohkohl]
[Handwritten signature of Lynne Rohkohl]

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 13 day of June, 2011, by Jay D. Rohkohl + Lynne P. Rohkohl

[Handwritten signature of Notary Public]
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





City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 13th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and THOMAS W VON KUSTER JR M. SUSAN VON KUSTER, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 2, Block 1, of Minnehaha Woods having a street address of 5413 Woodcrest 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 11-5.

C. Property Owner has replaced 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 \$3,920.00 (the "Project Cost") from Highview Plumbing, Inc. 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 1669 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1669 for the amount of \$5,120.00. 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 \$5,120.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 21st day of June, 20 11, 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.

Lynette Biunno

NOTARY PUBLIC

PROPERTY OWNER:

J. W. von Kuister

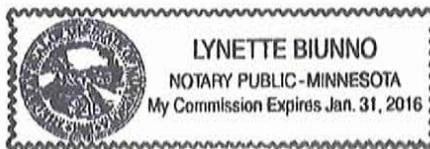
M. Susan von Kuister (SVP)

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 13th day of June, 20 11, by Lynette Biunno

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





9

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 9th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Brent Stahl, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 6, Block 14, of South Harriet Park having a street address of 5520 Park 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 11-5.

C. Property Owner has replaced 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 \$3,996.00 (the "Project Cost") from Ouverson Sewer and 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 1682 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1682 for the amount of \$3,996.00. 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 \$3,996.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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.



10

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 9th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Elizabeth W. Keigel
1994 Living Trust, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 5, Block 1, of Minnehaha Woods having a street address of 5421 Woodcrest 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 11-5.

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 \$3,100.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1008 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1008 for the amount of \$3,100.00. 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 \$3,100.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

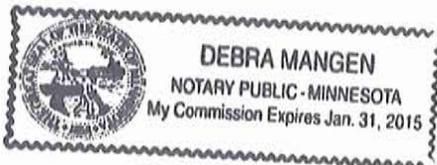
AND

Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26th day of June, 2011, 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.



Debra A. Mangen
NOTARY PUBLIC

PROPERTY OWNER:

Elizabeth W. Weigel 1994 Living Trust

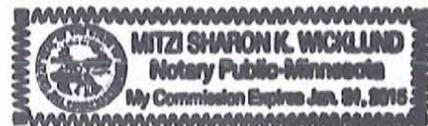
Richard B. Weigel, Trustee

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 9th day of June, 2011, by Richard B. Weigel, Trustee

Mitzi Sharon K. Wicklund
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





11

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 9 day of JUNE, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Ann Crasgen, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 3, Block 2, of Colonial Grove Fifth Add'n having a street address of 5524 Woodcrest 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 11-5.

C. Property Owner has replaced 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 \$2,995.00 (the "Project Cost") from Highview Plumbing, Inc. 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 1680 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1680 for the amount of \$2,995.00. 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 \$2,995.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

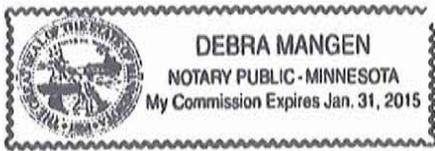
(SEAL)

AND

Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of June, 2011, 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.



Debra A Mangen
NOTARY PUBLIC

PROPERTY OWNER:

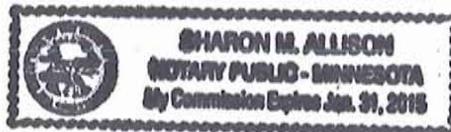
Glenn Chaffin

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 9th day of June, 2011, by Celenn Chaffin

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



Agreements

**Signed by
owners**

**To be approved
by City Council**



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 9 day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Clem & Idona Darkenwald**, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 3, Block 1, Colonial Square having a street address of 5601 Kellogg 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 11-5.

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 \$7,550.00 (the "Project Cost") from Benjamin Franklin, 1424 Third 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. 1666 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1666 for the amount of \$6,800.00. 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 \$6,800.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 17th day of June, 2011, 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:

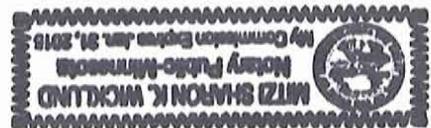
Laura Luckenwald
Alan Paulson

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 17th day of June, 2011, by _____

Mitzi Sharon K. Wicklund
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 October, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Margyorie Adler, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 7, Block 9, of South Harriet Park having a street address of 5424 Oaklawn 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 11-5.

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 \$4,650.00 (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. 1326 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1326 for the amount of \$4,650.00. 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 \$4,650.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Margorie Hader

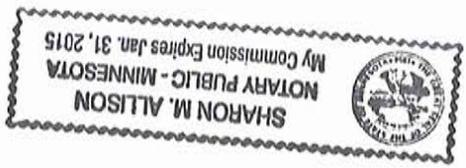
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 2nd day of October, 2012, by Margorie Hader

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





14

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

City of Edina

AGREEMENT made this 29th day of August, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Richard Weigel, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 20, Block 13 of South Harriet Park having a street address of 5501 Oaklawn 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 11-5.
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:

eww

- 1. PUBLIC IMPROVEMENT. The Owner received a quote of \$4,600.00 (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. 1009 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1009 for the amount of \$4,600.00. 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 \$4,600.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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



(SEAL)

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 29 day of August, 2011, 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.

Terris Jo Wilson
NOTARY PUBLIC

PROPERTY OWNER:

MARY JEAN WEIGEL

Mary Jean Weigel

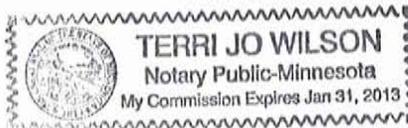
Richard W. Weigel
Richard Weigel

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 29 day of August, 2011, by Terri Jo Wilson

Terris Jo Wilson
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 **Stanley Davis**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 4, Block 3, Shady Pines Addn having a street address of 5509 Woodcrest, 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 11-5.

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 \$9,100.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1017 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1017 for the amount of \$5,600.00. 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 \$5,600.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Stanley Davis
Stanley Davis

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 10th day of October, 2012; by Stanley Davis

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





24

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

City of Edina

AGREEMENT made this 22nd day of February, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and William Haddad, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 8, Block 14, of South Harriet Park having a street address of 5528 Park 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 11-5.

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 \$2,975.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1000 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1000 for the amount of \$2,975.00. 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 \$2,975.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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.

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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:

[Handwritten Signature]

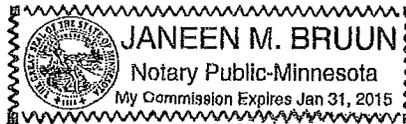
William E. Hidding

STATE OF MINNESOTA)
(ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 22nd day of February, 2012, by William E. Hidding

Janeen M. Bruun
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 19th day of July, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and R. B. Strong and K. S. Strong, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 4, Block 7, of South Harriet Park having a street address of 5412 Park 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 11-5.

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 \$8,200.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1683 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1683 for the amount of \$4,500.00. 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 \$4,500.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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]
R. B. Strong

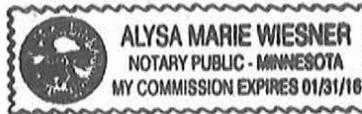
[Signature]
K. S. Strong

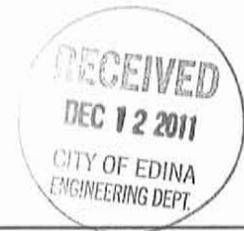
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 14th day of July, 2012, by Russell & Kimberly Strong

[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

City of Edina

AGREEMENT made this 14th day of Nov Dec, 20 11, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Darren and Heidi Wennen, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 14, Block 13, of South Harriet Park having a street address of 5525 Oaklawn 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 11-5.
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 \$2,950.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1328 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1328 for the amount of \$2,950.00. 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 \$2,950.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

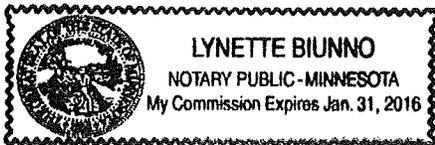
BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9th day of December, 2011, 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.



Lynette Biunno
NOTARY PUBLIC

PROPERTY OWNER:

[Signature]
[Signature]

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



27

City of Edina

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 7 day of December, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Terry & Jennifer Puckett, husband and wife (the "Property Owner").

RECITALS 5609 Oaklawn Ave
Edina, MN 55424

A. Property Owner is the owner of Lot 2, Block 1, of Edwards Addition having a street address of 5609 Oaklawn 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 11-5.

C. Property Owner has replaced 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 \$4,396.00 (the "Project Cost") from Ouverson Sewer and 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 1674 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1674 for the amount of \$4,396.00. 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 \$4,396.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

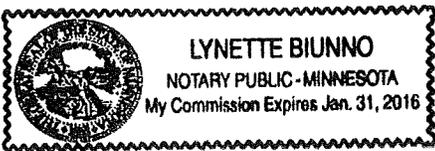
(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 17th day of December, 2011, 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.

Lynette Biunno
NOTARY PUBLIC



PROPERTY OWNER:

[Signature]
Jennifer Suecia Paul

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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

City of Edina

AGREEMENT made this 22nd day of July, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Andrew & Michele Banning, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 7, Block 14, of South Harriet Park having a street address of 5524 Park 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 11-5.
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 \$2,200.00 (the "Project Cost") from Metro General Services, 5790 Quam Ave NE, St. Michael, MN 55376 (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. 1002 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1002 for the amount of \$2,350.00. 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 \$2,350.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Andrew Wase
Approving
Michele Brunning

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 22nd day of July, 2011, by Andrew Wase

Mitzi Sharon K. Wicklund
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





29

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 9 day of November, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Caryn & William Kelly, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 4, Block 12, of South Harriet Park having a street address of 5512 Oaklawn 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 11-5.

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 \$4,940.00 (the "Project Cost") from Ellingson Drainage, P.O. Box 68, West Concord, MN 55985 (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. 1330 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1330 for the amount of \$4,940.00. 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 \$4,940.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 OWNERS:

Caryn Kelly
Caryn Kelly

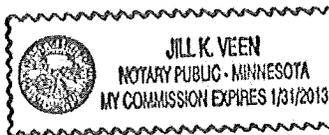
William Kelly
William Kelly

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 9th day of November, 2011, by Caryn Kelly and William Kelly, individuals

Jill K. Veen
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

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 25 day of Oct, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Sara Swanson, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 2, Block 8, of Colonial Grove Third Addition having a street address of 5527 Park 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 11-5.

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 \$5,132.00 (the "Project Cost") from Ellingson Drainage, P.O. Box 68, West Concord, MN 55985 (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. 1329 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1329 for the amount of \$5,132.00. 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 \$5,132.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

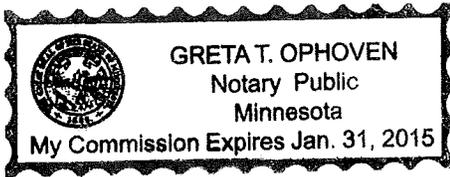
(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 25 day of October, 2011, 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.

M.A. Groom 1-31-2015
NOTARY PUBLIC



PROPERTY OWNER:

Sara Swanson

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 25 day of October, 2011, by Gizela Ophoven

M.A. Groom 1-31-2015
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



31

City of Edina

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 7th day of September, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and THOMAS + BRIDGET DAVIS, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 7, Block 12, of South Harriet Park having a street address of 5524 Oaklawn, 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 11-5.
- 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 \$3,100.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1323 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1323 for the amount of \$3,100.00. 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 \$3,100.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Thomas J. Bridget

Bridget Davis
Bridget Davis

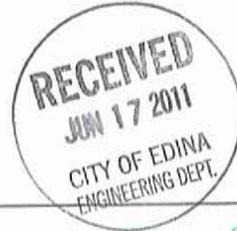
STATE OF MINNESOTA)
(ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 7th day of Sept, 2016 by Sharon A. Benedict

Sharon A. Benedict
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





32

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 16th day of June, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Dale & Jackie Rummel, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 7, Block 2, of Colonial Square having a street address of 5604 Kellogg 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 11-5.

C. Property Owner has replaced 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 \$6,500.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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 1667 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1667 for the amount of \$6,500.00. 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 \$6,500.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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.



PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 16 day of August, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Nick and Lisa Solinger, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 15, Block 12, of South Harriet Park having a street address of 5521 Kellogg 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 11-5.
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 \$4,750.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1685 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1685 for the amount of \$4,750.00. 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 \$4,750.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 16 day of August, 2011, 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:

Lisa Solinger - Disage

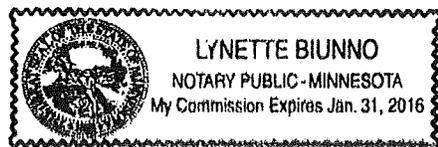
Nick Solinger

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 16th day of August, 2011, by Lynette Biunno

Lynette Biunno
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





34

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 5th day of July, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and TIM & BRIDGET STANGL, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 8, Block 13, of South Harriet Park having a street address of 5528 Brookview 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 11-5.
- C. Property Owner has replaced 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 \$3,295.00 (the "Project Cost") from Highview Plumbing, Inc. 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 1687 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1687 for the amount of \$3,295.00. 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 \$3,295.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

James B. Hovland

5528 BROOKVIEW AVE S.
Bridget Stangl

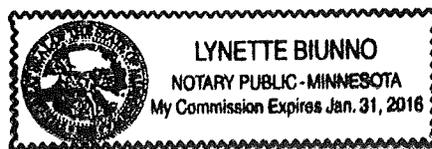
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

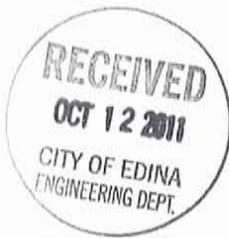
The foregoing instrument was acknowledged before me this 5th day of July, 2011, by Lynette Biunno

Lynette Biunno

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

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 3rd day of October, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and DAVID & JUDY GARVER, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 1, Block 1, of Colonial Grove Fifth Add'n having a street address of 5515 Woodcrest 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 11-5.
- 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 \$6,100.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1677 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1677 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 11-5. 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 11-5, 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

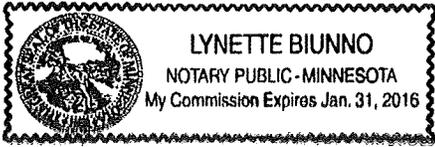
BY: _____
James B. Hovland, Mayor

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.



Lynette Biunno
NOTARY PUBLIC

PROPERTY OWNER:

David McGraw

5515 Woodcrest Drive
Edina Judith Carver
Judith Carver
David McGraw

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



36

City of Edina

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 20th day of June, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Dennis P. and Mary L. Dykstra, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 19, Block 8, of South Harriet Park having a street address of 5405 Oaklawn 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 11-5.
- 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 \$5,125.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1035 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1035 for the amount of \$5,125.00. 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 \$5,125.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

May L. Dykstra

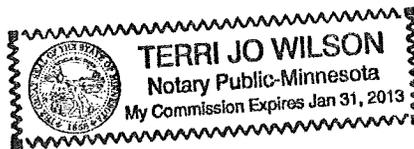
Dennis Dykstra

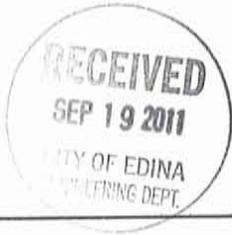
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 20 day of June, 2011, by Terri Wilson

Terri Jo Wilson
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





37

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 9 day of Sept, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Tom, Petra Brewer, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 1, Block 9, of South Harriet Park having a street address of 5400 Oaklawn 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 11-5.

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 \$3,995.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1003 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1003 for the amount of \$3995. 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 \$3,995.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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.



38

City of Edina

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 10 day of September, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Eric Ingvaldson Kelly Ingvaldson, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 19, Block 13, of South Harriet Park having a street address of 5505 Oaklawn 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 11-5.

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 \$4,650.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1013 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1013 for the amount of \$4,650.00. 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 \$4,650.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

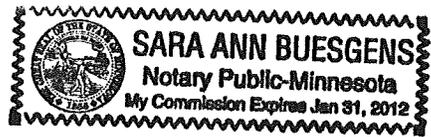
Kelly Ingvaldson Kelly Ingvaldson
Eric Ingvaldson Eric Ingvaldson

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.)

The foregoing instrument was acknowledged before me this 16th day of September, 2011, by _____

Sara Ann Buesgens
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





39

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 14th 25th day of September August 28, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Greg Pfister and Sarah Griffin, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 7, Block 10, of South Harriet Park having a street address of 5524 Kellogg 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 11-5.

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, Inc. 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. 1700 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1700 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 11-5. 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 11-5, 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 14 day of September, 2011, 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.

Mary L. Jenkins
NOTARY PUBLIC

PROPERTY OWNER:

Sam ZB
J. P. Wason

STATE OF MINNESOTA)
(ss.
COUNTY OF Henn.)

The foregoing instrument was acknowledged before me this 14 day of September, 2011, by Mary L. Jenkins

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 1st day of July, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and William and Maman McDonald, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 3, Block 10, of South Harriet Park having a street address of 5408 Kellogg 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 11-5.

C. Property Owner has replaced 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 \$8,600.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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 1679 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1679 for the amount of \$8,600.00. 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 \$8,600.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

James B. Hovland

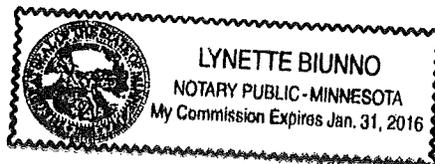
*5408 Kellogg Ave
Edina MN 55424*

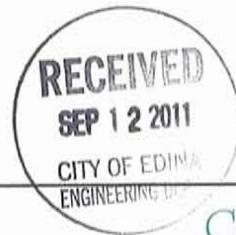
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 1st day of July, 20 11, by Lynette Biunno

Lynette Biunno
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





41

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 8 day of September, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Kathryn Koessel, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 20, Block 9, of South Harriet Park having a street address of 5401 Kellogg 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 11-5.

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 \$8,550.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1004 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1004 for the amount of \$8,550.00. 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 \$8,550.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Kathryn C Koessel

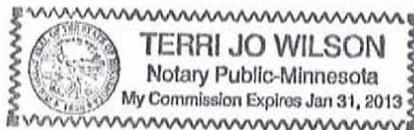
STATE OF MINNESOTA)
(ss.
COUNTY OF *Hennepin*)

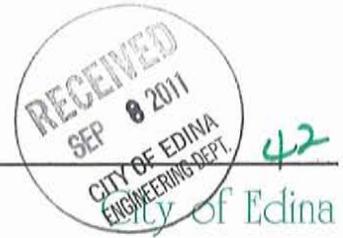
The foregoing instrument was acknowledged before me this 8th day of September, 2011, by ~~TERRI JO WILSON~~ Kathryn C. Koessel

Terr Jo Wilson

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 8 day of SEPTEMBER 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Dorothy J. Anderson, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 007, Block 10, of South Harriet Park having a street address of 5424 Kellogg 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 11-5.

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 \$5,600.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1001 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1001 for the amount of \$5600. 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 \$5600 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

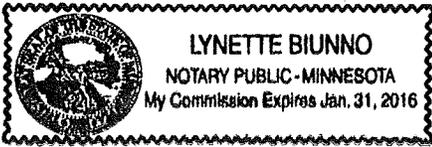
BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 8th day of Sept., 2011, 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.



Lynette Biunno
NOTARY PUBLIC

PROPERTY OWNER:

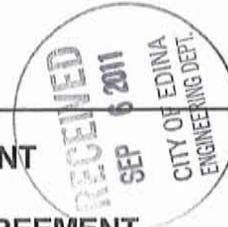
DORIS J. ANDERSON Doris J. Anderson
5424 KIELLOGG AV. S.

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



43

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 1st day of SEPTEMBER, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and DAVID R. BAUM and SUZY KRONFELD BAUM, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 16, Block 9, of South Harriet Park having a street address of 5417 Keillogg 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 11-5.
- 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 \$7,550.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1007 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1007 for the amount of 5600. 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 \$5,600.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

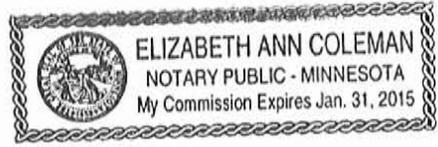
[Signature]
Suzy Krenfeld Baum

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 1 day of September, 2011, by David R. Davin and Suzy Krenfeld Baum

Elizabeth Ann Coleman
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





44

City of Edina

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 26 day of August, 2011, by and between the CITY OF EDINA, Minnesota municipal corporation ("City") and Margaret P. Dalbrath, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 12, Block 12, of South Harriet Park having a street address of 5533 Kellogg 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 11-5.
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 \$3,695.00 (the "Project Cost") from Highview Plumbing, Inc. 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. 1024 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1024 for the amount of \$3,695.00. 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 \$3,695.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Margaret Malbraith
Richard J. Malbraith

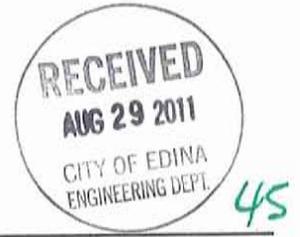
STATE OF MINNESOTA)
(ss.
COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me this 26 day of August, 2011, by ARRON RICHARD STOEN

Arron Richard Stoen
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

City of Edina

AGREEMENT made this ___ day of ___, 20___, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and David and Diane Spangler, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 11, Block 12, of South Harriet Park having a street address of 5537 Kellogg 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 11-5.
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 \$4,450.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1031 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1031 for the amount of \$4,450.00. 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 \$4,450.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 27 day of August, 2011, 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:

DRSP

Diane N. Spangler

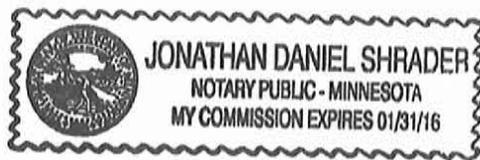
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 27th day of August, 2011, by David Spangler and Diane Spangler

Jonathan Daniel Shrader

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





46

City of Edina

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 23 day of August, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Catherine Berry Thomas Berry, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 8, Block 10, of South Harriet Park having a street address of 5428 Kellogg 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 11-5.
- 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 \$5,690.00 (the "Project Cost") from Highview Plumbing, Inc. 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. 1021 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1021 for the amount of \$5,690.00. 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 \$5,690.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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.

Lynette Biunno

NOTARY PUBLIC

PROPERTY OWNER: *Momas Bengini*
Catherine Bengini

5428 KELLOGG AVE

EDINA, MN 55424

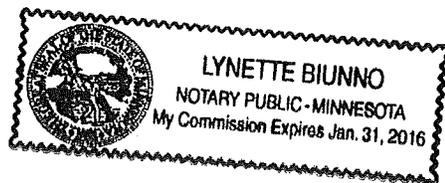
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 23rd day of August, 2011, by _____

Lynette Biunno

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





City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 17th day of August, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Nancy King Douglas King, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 11, Block 8, South Harriet Park, of having a street address of 5437 Oaklawn 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 11-5.

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 \$4,890.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1313 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1313 for the amount of \$4,890.00. 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 \$4,890.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

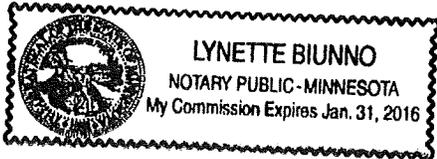
(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 17th day of August, 2011, 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.

Lynette Biunno
NOTARY PUBLIC



PROPERTY OWNER:
Wang Jie
Q. Ding

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



48

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

City of Edina

AGREEMENT made this 1st day of August, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Jennifer & Rocky Osborn, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 18, Block 8, of South Harriet Park having a street address of 5409 Oaklawn 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 11-5.
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 \$4,350.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1694 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1694 for the amount of \$4,350.00. 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 \$4,350.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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]

[Signature]

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.

The foregoing instrument was acknowledged before me this 13th day of August, 2011, by Jennifer & Rocky Osborn

[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





49

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 1st day of August, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Jeffrey & Lisa Balke, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lots 1 & 2, Block 2, of Minnehaha Woods having a street address of 5429 Park 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 11-5.

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 \$4,316.00 (the "Project Cost") from Ouverson Sewer and 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. 1314 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1314 for the amount of \$4,316.00. 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 \$4,316.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 1ST day of August, 2011, 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 *DB*

PROPERTY OWNER:





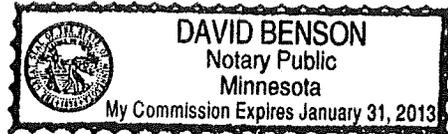
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

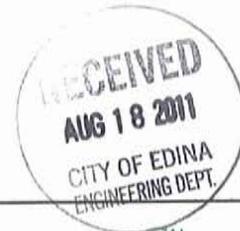
The foregoing instrument was acknowledged before me this 1 day of August, 2011, by Jeff A Balke and Lisa Clark Balke



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





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City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 16th day of August, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and CATHY REED, ~~husband and wife~~ (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 10, Block 12, South Harriet Park, of having a street address of 5536 Oaklawn 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 11-5.
- 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 \$4,250.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1032 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1032 for the amount of \$4,250.00. 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 \$4,250.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Cathy Reed
5536 Oaklawn Av

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 16 day of August, 2011, by Cathy Reed

Loraine Marrion Hendley
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 14 day of July, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Gloria Sullivan, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 4, Block 9, of South Harriet Park having a street address of 5412 Oaklawn 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 11-5.

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., Mpls, 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. 1034 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1034 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 11-5. 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 11-5, 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:

Gloria L Sullivan
5412 Oaklawn Ave
Edina Minn 55424

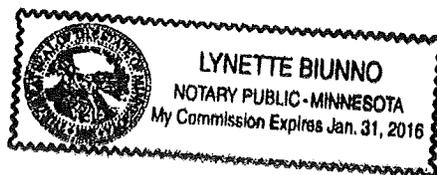
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

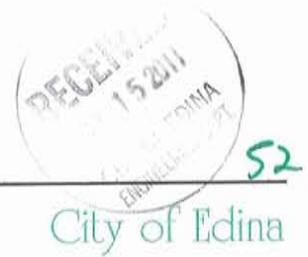
The foregoing instrument was acknowledged before me this 14th day of July, 2011, by Lynette Biunno

Lynette Biunno

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 14th day of July, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Lorraine M. Fredrickson, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 14, Block 8, of South Harriet Park having a street address of 5425 Oaklawn 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 11-5.
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 \$4,550.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1028 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1028 for the amount of \$4,550.00. 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 \$4,550.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Lananno M. Pedrickson
5425 Oaklawn Ave
Edina, MN 55424

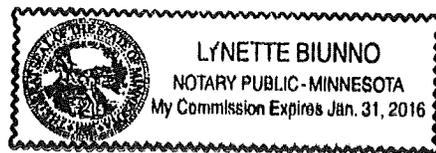
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 14th day of July, 2011, by Lynette Biunno

Lynette Biunno

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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City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 13th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Cassidy & Andrew Steiner, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 4, Block 13, of South Harriet Park having a street address of 5512 Brookview 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 11-5.

C. Property Owner has replaced 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 \$5,600.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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 1689 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1689 for the amount of \$5,600.00. 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 \$5,600.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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]

Cassidy R. Steiner

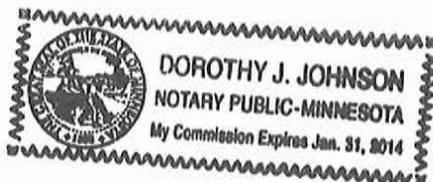
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 1st day of July, 2011, by Andrew Steiner

[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**

City of Edina

AGREEMENT made this 21st day of July, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Mary Kottke, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 3, Block 11, of South Harriet Park having a street address of 5508 Kellogg 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 11-5.

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 \$7,550.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1676 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1676 for the amount of \$7,050.00. 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 \$7,050.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

m. kouts

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 26th day of July, 2011, by Brenda J. Hustad

Brenda J. Hustad

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





55

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and _____
Kathleen M. Buegler, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 18, Block 14, of South Harriet Park having a street address of 5509 Brookview, 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 11-5.

C. Property Owner has replaced 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 \$4,655.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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 1015 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1015 for the amount of \$4,655.00. 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 \$4,655.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

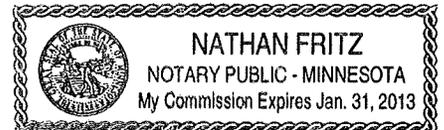
Kathleen M Bugler
5509 BROOKVIEW Ave.
55424

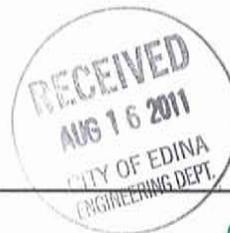
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 10th day of August, 2011, by Kathleen M Bugler

Nathan Fritz
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





56

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 15TH day of August, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Harriet Busdalen, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 9, Block 12, of South Harriet Park having a street address of 5532 Oaklawn 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 11-5.

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 \$3,950.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1697 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1697 for the amount of \$3,950.00. 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 \$3,950.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Hall

4801 WEST 50TH STREET
EDINA, MINNESOTA, 55424-1394

www.CityofEdina.com

952-927-8861

FAX 952-826-0390

TTY 952-826-0379



57

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

City of Edina

AGREEMENT made this 16th day of AUGUST, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and LOREN L. KAREN R TAYLOR, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 10, Block 10, of South Harriet Park having a street address of 5436 Kellogg 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 11-5.
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 \$6,000.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1691 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1691 for the amount of \$5,750.00. 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 \$5,750.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

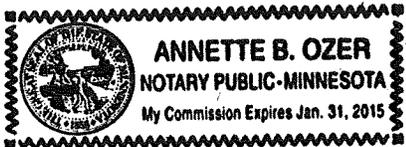
Loren Taylor
Karen R. Taylor

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 16th day of August, 2011, by Loren Taylor & Karen Taylor

Annette B Ozer
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





58

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 19th day of AUGUST, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and DONALD AND KATHRYN MERTZ, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 17, Block 12, of South Harriet Park having a street address of 5513 Kellogg 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 11-5.

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 \$3,680.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1027 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1027 for the amount of \$3,680.00. 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 \$3,680.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Hall

4801 WEST 50TH STREET
EDINA, MINNESOTA, 55424-1394

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:

Donald K Mertz

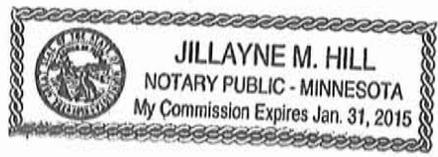
Kathryn A. Mertz

STATE OF MINNESOTA)
(ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 19th day of August, 2011, by Donald K Mertz

Jillayne M. Hill
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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City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 19 day of August, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Maria Eggen, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 13, Block 8, of South Harriet Park having a street address of 5429 Oaklawn 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 11-5.

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 \$6,775.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1025 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1025 for the amount of \$6,775.00. 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 \$6,775.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Hall

4801 WEST 50TH STREET
EDINA, MINNESOTA, 55424-1394

www.CityofEdina.com

952-927-8861
FAX 952-826-0390
TTY 952-826-0379

CITY OF EDINA



BY: _____
James B. Hovland, Mayor

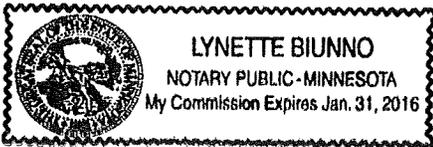
(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th day of August, 2011, 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.

Lynette Biunno
NOTARY PUBLIC



PROPERTY OWNER:

Maria Eggert
5429 Oaklawn Ave

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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

City of Edina

AGREEMENT made this 17 day of August, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Mark and Julie Sullivan, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 11, Block 9, of South Harriet Park having a street address of 5437 Kellogg 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 11-5.

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 \$5,790.00 (the "Project Cost") from Highview Plumbing, Inc. 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. 1022 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1022 for the amount of \$5,790.00. 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 \$5,790.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Sullivan

Julie G. Sullivan

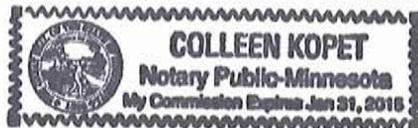
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 17th day of August, 2011, by Colleen Kopet

Colleen Kopet

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



1/31/15



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 14 day of August, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Robert Hest and Cottie Coleman, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 1, Block 11, of South Harriet Park having a street address of 5500 Kellogg 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 11-5.

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 \$5,795.00 (the "Project Cost") from Highview Plumbing, Inc. 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. 1029 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1029 for the amount of \$5,740.00. 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 \$5,740.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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.



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 26 day of AUG, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Lynn Barrett and Vince Barrett, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 2, Block 12, of South Harriet Park having a street address of 5504 Oaklawn 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 11-5.

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 \$4,076.00 (the "Project Cost") from Ouverson Sewer and 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. 1671 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1671 for the amount of \$4,076.00. 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 \$4,076.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Hall

4801 WEST 50TH STREET
EDINA, MINNESOTA, 55424-1394

www.CityofEdina.com

952-927-8861
FAX 952-826-0390
TTY 952-826-0379

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

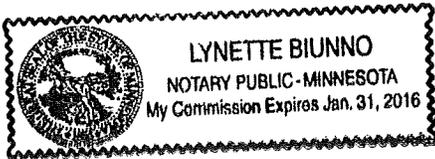
AND _____
Scott H. Neal, City Manager



STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26th day of August, 2011, 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.

Lynette Biunno
NOTARY PUBLIC



PROPERTY OWNER:

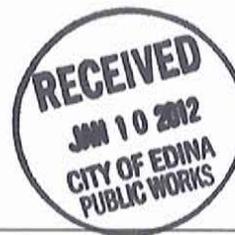
Vine Barrett
5504 OAKLAWN AVE
EDINA, MN 55424
Lynn Barrett
Lynn Barrett

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



63

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 10 day of June, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and MARK S KAROU LAUR, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Part of Lot 1, Block 2, of Shady Pines Addition having a street address of 5500 Woodcrest 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 11-5.

C. Property Owner has replaced 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 \$4,940.00 (the "Project Cost") from Ellingson Companies, 56113 State Hwy. 55, West Concord, MN 5985-6066 (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 1023 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1023 for the amount of \$4,940.00. 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 \$4,940.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

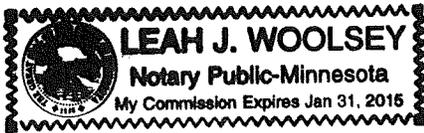
BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of JUNE, 2011, 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.



Leah J. Woolsey
NOTARY PUBLIC

PROPERTY OWNER:

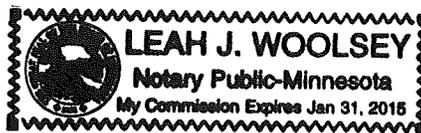
Mark Allen
Scott H. Neal

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of JUNE, 2011, by LEAH J. WOOLSEY

Leah J. Woolsey
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





64

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 30th day of December, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Julie Parke and Raymond Book, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot, Block, of having a street address of 5600 Oaklawn 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 11-5.

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 \$4,650.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1325 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1325 for the amount of \$4,650.00. 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 \$4,650.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Ray J. Bok
Julie A. Parke

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 30 day of December, 2011, by ~~us~~ Raymond J Bok and Julie Ann Parke

Lisa N Sheppard
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



65

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 10th day of January, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and David and Christiana Stolpested, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 2, Block 8, of South Harriet Park having a street address of 5404 Brookview 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 11-5.

C. Property Owner has replaced 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 \$3,695.00 (the "Project Cost") from Highview Plumbing, Inc. 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 1688 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1688 for the amount of \$3,845.00. 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 \$3,845.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

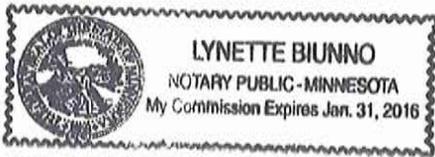
BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10TH day of January, 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.



Lynette Biunno
NOTARY PUBLIC

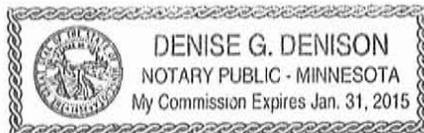
PROPERTY OWNER:
David Stolpestad
Christy Stolpestad

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10TH day of January, 2012, by David Stolpestad and Christy Stolpestad

Denise G. Denison
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 14th day of August, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Thomas & Rachel Garton, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 16, Block 14, of South Harriet Park having a street address of 5517 Brookview, 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 11-5.

C. Property Owner has replaced 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 \$4,760.00 (the "Project Cost") from Metro General Services, 5790 Quam Ave NE, St. Michael, MN 55376 (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 1005 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1005 for the amount of \$4,760.00. 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 \$4,760.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Rachel Garton

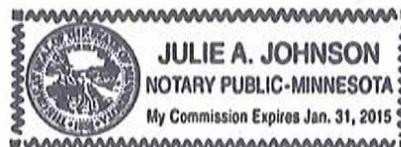
Thomas A. Garton 1/4/12

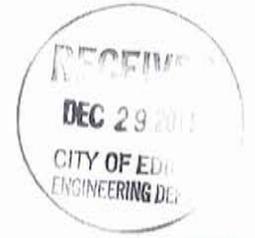
STATE OF MINNESOTA)
(ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 4th day of January, 2012, by Julie A. Johnson

Julie A. Johnson
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





62

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 23 day of DEC, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and MARK AND JANNY BREITENBACH, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 9, Block 1, of Minnehaha Woods having a street address of 5429 Woodcrest 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 11-5.
- 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 \$4,475.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1681 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1681 for the amount of \$4,775.00. 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 \$4,775.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 23 day of Dec., 2011, 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:

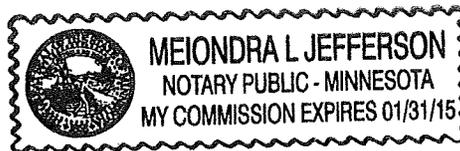
[Signature]
[Signature]

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 23rd day of December, 2011, by Mark A. Bretheim and Jenny Lynn Bretheim

[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





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**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 3 day of September, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Emily & Gordon Hillegue, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 01, Block 12, South Harriet Park, of having a street address of 5500 Oaklawn, 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 11-5.

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 \$3,675.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1319 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1319 for the amount of \$3,675.00. 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 \$3,675.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Hall

4801 WEST 50TH STREET
EDINA, MINNESOTA, 55424-1394

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www.CityofEdina.com

952-927-8861
FAX 952-826-0390
TTY 952-826-0379



CITY OF EDINA

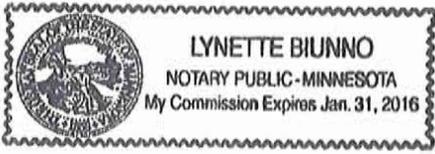
BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 28th day of December, 2011, 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.



Lynette Biunno
NOTARY PUBLIC

PROPERTY OWNER:

[Signature]
[Signature]

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



RECEIVED
 DEC 29 2011
 CITY OF EDINA
 PUBLIC WORKS DEPT.
 City of Edina 69

**PUBLIC IMPROVEMENT
 AND
 SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 27th day of December, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Mark & Marcy Swenson, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 8, Block 2, of Shady Pines Addition having a street address of 5501 Dever, 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 11-5.
- 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 \$7,300.00 (the "Project Cost") from Groth Sewer & Water, 775 Tower Drive, Hamel, MN 5340 (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. 1038 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1038 for the amount of \$7,300.00. 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 \$7,300.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 G. Swenson
MARK G. SWENSON

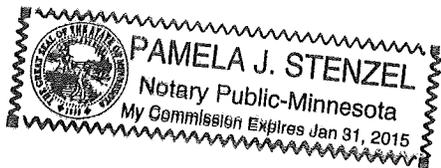
Marcy J Swenson

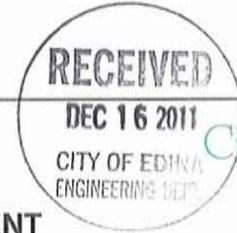
STATE OF MINNESOTA)
(ss.
COUNTY OF Henn)

The foregoing instrument was acknowledged before me this 27 day of December, 2011, by Mark G. Swenson, Marcy J. Swenson

Pamela J. Stenzel
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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City of Edina

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 15th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Mark R. Birchard, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Part of Unplatted 19 028 24, having a street address of 5501 Park 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 11-5.

C. Property Owner has replaced 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 \$8,000.00 (the "Project Cost") from Ouerson Sewer and 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 1692 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1692 for the amount of \$6,400.00. 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 \$6,400.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 B. Biechard

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 15th day of June, 2011, by Mark B. Biechard

Gina M. Ehardt
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





71

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 20 day of January, 2017 by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Gail Collins, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 18, Block 12, of South Harriet Park having a street address of 5509 Kellogg 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 11-5.

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 \$9,100.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1316 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1316 for the amount of \$9,100.00. 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 \$9,100.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Hall

4801 WEST 50TH STREET
EDINA, MINNESOTA, 55424-1394

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 day of January, 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.

Terri Jo Wilson
NOTARY PUBLIC



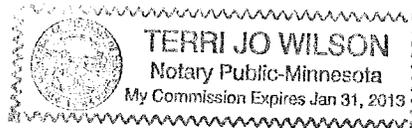
PROPERTY OWNER:

JM Walker

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 20 day of January, 2012, by Tami Wilson

Terri Jo Wilson
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**

City of Edina

AGREEMENT made this 25th day of JANUARY, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and JASON K. AND KRISTIN A. SPIKES, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 3, Block 2, of Shady Pines Addition having a street address of 5508 Woodcrest 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 11-5.

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 \$3,900.00 (the "Project Cost") from Ellingson Companies, 56113 State Hwy. 55, West Concord, MN 55985-6066 (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. 1670 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1670 for the amount of \$3,900.00. 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 \$3,900.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

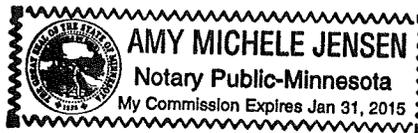
Kristin Stokes
[Signature]

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 25th day of January, 2012 by Jason Stokes and Kristin Stokes

Amy M. Jensen
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





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**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 1st day of February, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and TODD AND TRACY LANGEVIN, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 2, Block 13, of South Harriet Park having a street address of 5504 Brookview 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 11-5.

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 \$5,829.00 (the "Project Cost") from Ellingson Companies, 56113 State Hwy. 55, West Concord, MN 5985-6066 (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. 1010 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1010 for the amount of \$5,829.00. 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 \$5,829.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Langwin

Tracy Langwin

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

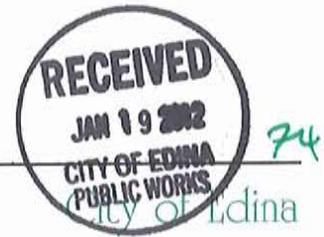
The foregoing instrument was acknowledged before me this 1st day of February, 2012, by Todd and Tracy Langwin

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 30th day of January, 2012, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Carolyn and Andrew Cochran, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 6, Block 11, of South Harriet Park having a street address of 5520 Kellogg 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 11-5.

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 \$3,695.00 (the "Project Cost") from Highview Plumbing, Inc. 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. 1686 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1686 for the amount of \$3,695.00. 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 \$3,695.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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

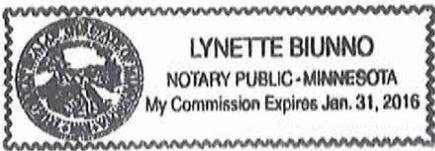
BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 20th day of January, 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.



Lynette Biunno
NOTARY PUBLIC

PROPERTY OWNER:

Carol R. Coakley
Andrew S. Coakley

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



75

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 16th day of March, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Sarah and David Parry**, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 6, Block 10, of South Harriet Park having a street address of 5420 Kellogg 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 11-5.

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 \$5,000.00 (the "Project Cost") from Ellingson Drainage, P.O. Box 68, West Concord, MN 55985 (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. 1331 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1331 for the amount of \$5,000.00. 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 \$5,000.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Sarah Parry
Sarah Parry

David Parry
David Parry

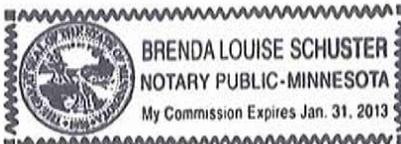
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 16th day of March, 2012, by Brenda L. Schuster

B. Schuster

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**

City of Edina

AGREEMENT made this 30 day of MARCH, 2012, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and JAMES & CATHERINE TRIGGS, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 5, Block 7, of South Harriet Park having a street address of 5416 Park 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 11-5.

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 \$3,196.00 (the "Project Cost") from Ouverson Sewer and 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. 1663 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1663 for the amount of \$3,196.00. 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 \$3,196.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Hall

4801 WEST 50TH STREET
EDINA, MINNESOTA, 55424-1394

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

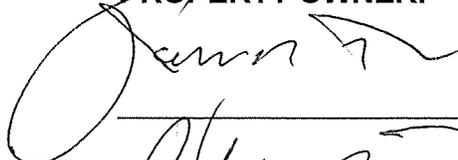
AND _____
Scott H. Neal, City Manager

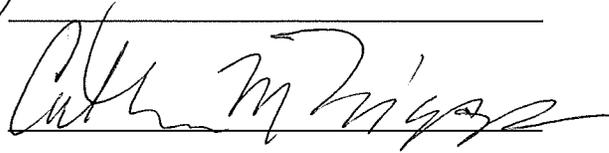
STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

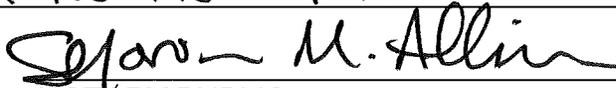
PROPERTY OWNER:





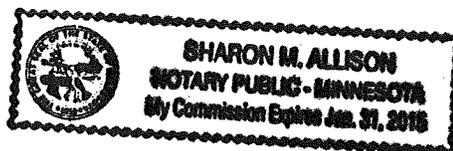
STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.

The foregoing instrument was acknowledged before me this 30th day of March, 2012, by James and Catherine



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

City of Edina

AGREEMENT made this 16th day of June, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and CHRIS & JOHN Kellogg, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 1 at Street Park having a street address of 5529 Brookview Ave., Edina, Minnesota (t

Now owned by Shadow Properties

B. The City has requested that Property Owner install sewer service line(s) from the trunk sanitary sewer pipe to the right of the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. ENG 11-5.

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 \$3,450.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1672 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1672 for the amount of \$3,450.00. 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 \$3,450.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

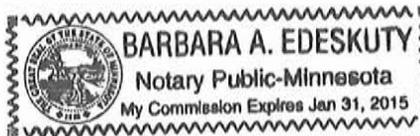
John Kellogg
Christine Kellogg

STATE OF MINNESOTA)
(ss.
COUNTY OF Carver)

The foregoing instrument was acknowledged before me this 5th day of July, 2011, by _____

Barbara A. Edeskuty
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**

City of Edina

AGREEMENT made this 7 day of July, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and MARK BUSYN, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 3, Block 8, of Colonial Grove Third Addition having a street address of 5533 Park 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 11-5.

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 \$3,196.00 (the "Project Cost") from Ouverson Sewer and 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. 1696 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1696 for the amount of \$3,196.00. 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 \$3,196.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

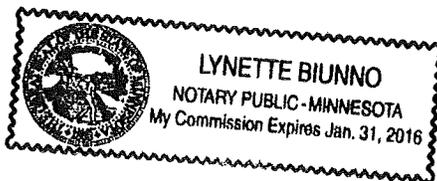
[Handwritten Signature]

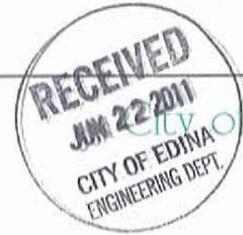
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 8th day of July, 2011, by Lynette Biunno

Lynette Biunno
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 21 day of JUNE, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and STAN GEYER + BEVERLY GEYER, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 2, Block 1, of Colonial Grove Fifth Add'n having a street address of 5517 Woodcrest 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 11-5.
- C. Property Owner has replaced 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 \$8,550.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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 1673 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1673 for the amount of \$8,550.00. 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 \$8,550.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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)

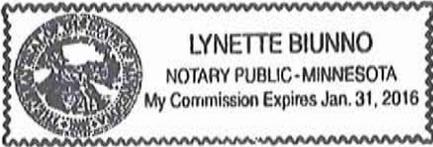
AND _____
Scott H. Neal, City Manager

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.

Lynette Biunno

NOTARY PUBLIC



PROPERTY OWNER:

Stan Seger

Beverly Geyer

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 21st day of June, 2011, by *Lynette Biunno*

Lynette Biunno

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



81

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 20 day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and John F Bloodsworth Diane G. Heacock, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 9, Block 8, of South Harriet Park having a street address of 5432 Brookview 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 11-5.

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 \$3,996.00 (the "Project Cost") from Ouerson Sewer and 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. 1684 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1684 for the amount of \$3,996.00. 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 \$3,996.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Diane L. Heacor
John M. Heacor

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

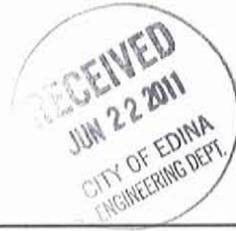
The foregoing instrument was acknowledged before me this 20 day of June, 2011, by Terri Wilson

Terri Jo Wilson

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





82

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 15 day of June, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and David and Mia Liebl, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 10, Block 14, of South Harriet Park having a street address of 5536 Park 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 11-5.
- 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 \$2,600.00 (the "Project Cost") from Metro General Services, 5790 Quam Ave NE, St. Michael, MN 55376 (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. 1026 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1026 for the amount of \$2,600.00. 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 \$2,600.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

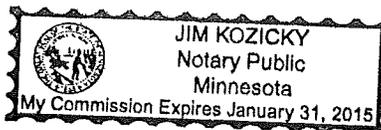
David L. Ehl
Mayfield

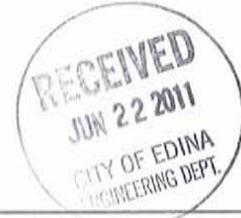
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 15th day of June, 2011, by David L. Ehl

Jim Kozycky
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





83

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 16 day of MAY, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and MARK & JANE BORDEN, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 8, Block 2, of Minnehaha Woods having a street address of 5440 Woodcrest 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 11-5.

C. Property Owner has replaced 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 \$2,795.00 (the "Project Cost") from Highview Plumbing, Inc. 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 1675 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1675 for the amount of \$2,795.00. 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 \$2,795.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 K. Bush
Jane S. Roder

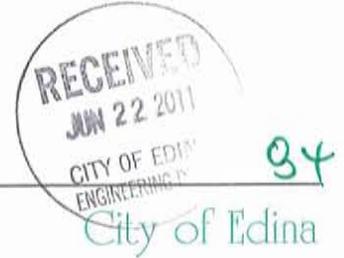
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 16th day of June, 2011, by _____

Paula Gilmore
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 21st day of June, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Peter and Stacy Enking Seng, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 12, Block 7, of South Harriet Park having a street address of 5433 Brookview 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 11-5.
C. Property Owner has replaced 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 \$7,465.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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 1664 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1664 for the amount of \$7,465.00. 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 \$7,465.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Peter Seng
5433 Brookview Ave
Edina, MN
55424

Peter Seng

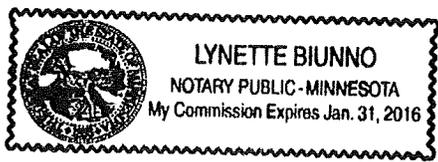
Lynette Biunno

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 21st day of June, 2011, by Lynette Biunno

Lynette Biunno
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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City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 20th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Elizabeth M. Johnson McGarry, ~~husband and wife~~ (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 17, Block 14, of South Harriet Park having a street address of 5513 Brookview 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 11-5.
- C. Property Owner has replaced 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 \$4,625.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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 1690 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1690 for the amount of \$4,625.00. 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 \$4,625.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 20th day of June, 2011, 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.

Angel M. Johnson
NOTARY PUBLIC



PROPERTY OWNER:

Egahib M. Johnson McGarry

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 20 day of June, 2011, by Angel Johnson

Angel M. Johnson
NOTARY PUBLIC

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





PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

City of Edina

AGREEMENT made this 27th day of JUNE, 2011, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and ROSEMARY & LORAS SIEVE, husband and wife (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 16, Block 7, of South Harriet Park having a street address of 5417 Brookview 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 11-5.
C. Property Owner has replaced 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 \$5,250.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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 1678 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1678 for the amount of \$5,250.00. 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 \$5,250.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Paul Sieve

Rosemary Sieve

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 27 day of June, 2011, by Loras & Rosemary Sieve

Marilyn R. 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:sm





gt

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 20th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Robin J. Carpenter, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 3, Block 1, of Minnehaha Woods having a street address of 5417 Woodcrest 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 11-5.

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 \$5,195.00 (the "Project Cost") from Ouverson Sewer and 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. 1693 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1693 for the amount of \$5,195.00. 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 \$5,195.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Robin J Carpenter

ROBIN J CARPENTER

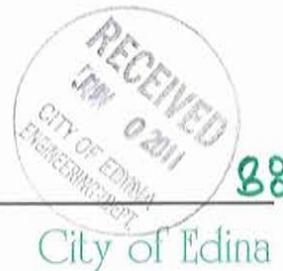
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 20th day of June, 2011, by Robin Carpenter

Sean P. Corcoran
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 27th day of JUNE, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and EUGENE PETERSEN, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 11, Block 7, of South Harriet Park having a street address of 5437 Brookview, 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 11-5.

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 \$5,250.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1016 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1016 for the amount of \$5,250.00. 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 \$5,250.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Eugene Peteren

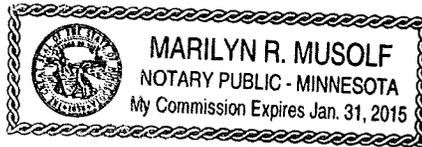
STATE OF MINNESOTA)
(ss.
COUNTY OF Hampden)

The foregoing instrument was acknowledged before me this 27 day of June, 20 11, by Eugene Peteren

Marilyn R. 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





39

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

City of Edina

AGREEMENT made this 30th day of June, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Maureen O. Enger, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 12, Block 8, of South Harriet Park having a street address of 5433 Oaklawn 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 11-5.

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 \$2,950.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1030 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1030 for the amount of \$2,950.00. 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 \$2,950.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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. Hoviand 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:

Maureen O. Enger
5433 Oaklawn Avenue

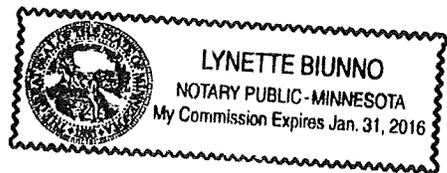
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 30th day of June, 2011, by Lynette Biunno

Lynette Biunno

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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City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this _____ day of JULY, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and CONNIE L. GRADY, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 8, Block 8, of South Harriet Park having a street address of 5428 Brookview, 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 11-5.

C. Property Owner has replaced 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 \$3,100.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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 1701 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1701 for the amount of \$3,100.00. 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 \$3,100.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Connie Orndy
5428 BROOKVIEW AVE.

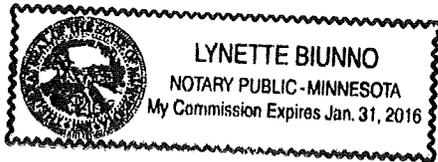
STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.)

The foregoing instrument was acknowledged before me this 1st day of July, 2011, by Lynette Biunno

Lynette Biunno

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**

City of Edina

AGREEMENT made this 22 day of JUNE, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Conrad Lester, ~~husband and wife~~ (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 5, Block 8, of South Harriet Park having a street address of 5416 Brookview 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 11-5.

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 \$3,995.00 (the "Project Cost") from Ouverson Sewer and 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. 1036 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1036 for the amount of \$3,196.00. 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 \$3,196.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

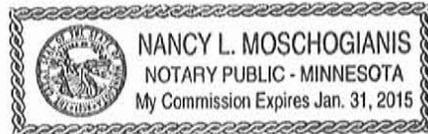
Conrad Leifur
Conrad Leifur

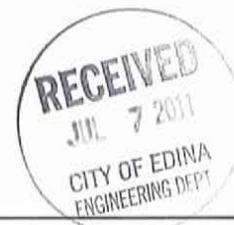
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 22 day of June, 2011, by Conrad Leifur

Nancy L. Moschogianis
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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City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 07 day of JULY, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and ROBERT A. & LISA E. PECK, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 7, Block 13, of South Harriet Park having a street address of 5524 Brookview, 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 11-5.

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 \$5,600.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1018 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1018 for the amount of \$5,600.00. 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 \$5,600.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 7 day of July, 2011, 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:

Rui A. Palle

[Signature]

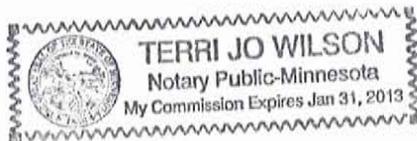
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 7 day of July, 2011, by _____

[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





93

City of Edina

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 6 day of July, 2011, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and Samuel and Doris Pace, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 15, Block 8, of South Harriet Park having a street address of 5421 Oaklawn 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 11-5.

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 \$2,975.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1312 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1312 for the amount of \$2,975.00. 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 \$2,975.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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.

Agreements

Unsigned by
Owners



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**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **John Crabtree**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 3, Block 9, South Harriet Park having a street address of 5408 Oaklawn 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 11-5.

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 \$3,906.20 (the "Project Cost") from Metro General Services, 5790 Quam Ave NE, St. Michael, MN 55376 (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. 1321 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1321 for the amount of \$3,906.20. 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 \$3,906.20 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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



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**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **John Stephenson**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 9, Block 13, South Harriet Park having a street address of 5532 Brookview 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 11-5.

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 Benjamin Franklin, 1424 Third St. North, 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. 1317 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1317 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 11-5. 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 11-5, 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:

John Stephenson

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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 _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Patricia & Douglas Vayda**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 1, Block 1, Edwards Addn having a street address of 5601 Oaklawn, 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 11-5.

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 \$4,475.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1318 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1318 for the amount of \$4,475.00. 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 \$4,475.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Patricia Vayda

Douglas Vayda

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



18

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Christopher & Nancy Carlile**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 2, Block 11, Shady Pines Addn having a street address of 5504 Kellogg 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 11-5.

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 \$8,100.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1315 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1315 for the amount of \$8,100.00. 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 \$8,100.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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 Carlile

Nancy Carlile

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



20

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Scott and Julie Card**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot O.L B, Block 2, Shady Pines Addn having a street address of 5517 Dever 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 11-5.

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 \$2,500.00 (the "Project Cost") from Metro General Services, 5790 Quam Ave NE, St. Michael, MN 55376 (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. 1011 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1011 for the amount of \$2,500.00. 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 \$2,500.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Scott Card

Julie Card

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



21

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Patrick Flanagan**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 18, Block 9, South Harriet Park having a street address of 5409 Kellogg 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 11-5.

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 \$7,550.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1668 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1668 for the amount of \$6,800.00. 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 \$6,800.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Tracy Holtan**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 5, Block 10, South Harriet Park having a street address of 5416 Kellogg, 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 11-5.

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 \$7,550.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1324 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1324 for the amount of \$6,800.00. 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 \$6,800.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Tracy Holtan

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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 _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Joshua Roberts**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 4, Block 2, Shady Pines Addn having a street address of 5512 Woodcrest, 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 11-5.

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 \$6,610.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1019 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1019 for the amount of \$4,610.00. 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 \$4,610.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Joshua Roberts

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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 _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Lou Gilbert**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 5, Block 9, South Harriet Park having a street address of 5416 Oaklawn, 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 11-5.

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 \$2,950.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Mpls, 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. 1033 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1033 for the amount of \$2,950.00. 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 \$2,950.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Lou Gilbert

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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



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**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Wilfrido & Sarah Castaneda**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 7, Block 2, Shady Pines Addn having a street address of 5505 Dever 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 11-5.

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 \$1,850.00 (the "Project Cost") from Benjamin Franklin, 1424 Third St. North, 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. 1320 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1320 for the amount of \$1,850.00. 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 \$1,850.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 11-5. 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 11-5, 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:

Wilfrido Castaneda

Sarah Castaneda

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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 _____ day of _____, 20____, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Shadow Properties**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 8, Block 12, South Harriet Park having a street address of 5528 Oaklawn, 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 11-5.

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., Mpls, 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. 1014 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 1014 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 11-5. 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 11-5, 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:

Shadow Properties

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

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