REPORT / RECOMMENDATION

To: MAYOR AND COUNCIL

Agenda Item #: IV. H.

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

Action ☒
Discussion ☐
Information ☐

Date: November 5, 2012

Subject: Approve Special Assessment Agreements – Richmond Hills Park

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

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

Staff anticipates 10 additional agreements to be submitted to the City Council once the property owners sign the agreements.

Attachments:

36 Public Improvement and Special Assessment Agreements

1

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this TUES day of JULY 10, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

PROPERTY OWNER:

Loretta Knab
Loretta G Knab

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Kimberly A Lindeen
NOTARY PUBLIC

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

KIMBERLY A. LINDEEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

3

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

Lori A. Sandvig
Lori A. Sandvig

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin

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

Sharon M. Allison
NOTARY PUBLIC

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

SHARON M. ALLISON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

RECEIVED
5/9/2012
CITY OF EDINA
PUBLIC WORKS

4

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Jeffrey T. Meyer

_____
Barbara A. Meyer

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

KRISTINA L. RUPORT
Notary Public-Minnesota
My Commission Expires Jan 31, 2017

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

Pass'd 5.16.12

5

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

1. PUBLIC IMPROVEMENT. The Owner received a quote of **$2,300.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1043** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1043** for the amount of **$2.300.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

Warren D. Synder
Warren D. Synder

Joann G. Synder
Joann G. Synder

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 11th day of May, 20 12, by Rebecca A. Coovert

Rebecca A. Coovert
NOTARY PUBLIC

REBECCA A. COOVERT
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

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

RECEIVED
OCT 18 2012
CITY OF EDINA
PUBLIC WORKS

6

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Todd Peterson

_____
Mary Peterson

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

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

SHARON M. ALLISON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

7

RECEIVED
JUL 11 2012
CITY OF EDINA
PUBLIC WORKS

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 11th day of July, 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 - MINNESOTA
My Commission Expires Jan. 31, 2016

Lynette Biunno
NOTARY PUBLIC

PROPERTY OWNER:

Rennetta Barr
Rennetta A Barr

Frank W Barr
Frank W Barr

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

Rec'd 5.14.12

8

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Alissa Movern

_____
Matthew Movern

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
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

Sara J Hagerman
Notary Public
State of Minnesota
My COMM.EXP. 1-31-15

RECEIVED
JUL 13 2012
CITY OF EDINA
PUBLIC WORKS

9

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

Kristen L Moquist
Kristen Moquist

Christopher Moquist
Christopher Moquist

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 12TH day of July, 2012, by Kristen and Christopher Moquist

John A Arkema
NOTARY PUBLIC

JOHN A ARKEMA
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2014

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

10

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Dawn Rofidal

_____
Christopher Rofidal

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

LANDON MCKAY FUGLEBERG
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/17

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

13

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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 14th day of May, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Dorenne Just

_____
William Just Jr.

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

ALYSA MARIE WIESNER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/16

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

13

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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 13th day of June, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

LYNETTE BIUNNO
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2016

Lynette Biunno
NOTARY PUBLIC

PROPERTY OWNER:

Karen K Bretson AIF for.
Thomas Divine Thomas B. Divine

_____

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

14

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 13th day of June, 2012, by and between the **CITY OF EDINA,** a Minnesota municipal corporation ("City") and **Margaret & Darwin Dahl II**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 2**, **Block 0** of **Nylund's Place**, having a street address of **5009 W. 56th St**, Edina, Minnesota (the "Subject Property").

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

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

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

1. PUBLIC IMPROVEMENT. The Owner received a quote of **$5,000.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1054** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1054** 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 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 13th day of June, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

LYNETTE BIUNNO
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2016

Lynette Biunno
NOTARY PUBLIC

PROPERTY OWNER:

Margaret M. Dahl
Margaret Dahl

Darwin Dahl II

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 13th day of June, 2012, by Debra Hasenbank Mussell

DEBRA HASENBANK MUSSELL
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES JAN. 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:srn

15

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

RECEIVED
JUN 5 2012
CITY OF EDINA
PUBLIC WORKS

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Susan N. Keator

LINDA K. HUGHES
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2013

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

LINDA K. HUGHES
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2013

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

16

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Scott L. Thorp

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

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

SHARON M. ALLISON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

17

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

Morgan S. Brown
Morgan S Brown

Susan M Brown
Susan M Brown

STATE OF MINNESOTA)
(ss.
COUNTY OF Scott)

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

Vinodh L Ratnayake
NOTARY PUBLIC

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

VINODH L. RATNAYAKE
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/16

18

RECEIVED
OCT 11 2012
CITY OF EDINA
PUBLIC WORKS

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

A. Property Owner is the owner of **Lot 12**, **Block 1** of **Westchester Knolls**, having a street address of **5024 Kent Ave**, Edina, Minnesota (the "Subject Property").

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

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

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

1. PUBLIC IMPROVEMENT. The Owner received a quote of **$4,850.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1059** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1059** for the amount of **$4,850.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. SPECIAL ASSESSMENT. The City will assess the Project Cost in the amount of **$4,850.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
William D. Buss

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
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

SHARON M. ALLISON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

19

RECEIVED
JUL 2 2012
CITY OF EDINA
ENGINEERING DEPT.

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Sumner Adam Musolf

_____
Jennifer Irene Musolf

STATE OF MINNESOTA)
(ss.
COUNTY OF Washington

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

_____
NOTARY PUBLIC

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

CHERYL A ROSE
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2015

20

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

RECEIVED
JUL 10 2012
CITY OF EDINA
PUBLIC WORKS

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

Mark Van Sloun
Mark Van Sloun

_____

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 6th day of July, 2012, by Mark Lee VanSloun

Emily L. Connolly
NOTARY PUBLIC

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

EMILY LOUISE CONNOLLY
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/17

RECEIVED
MAY 25 2012
CITY OF EDINA
PUBLIC WORKS

22

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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 S. Bils

_____
Tiffany G. Bils

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 25 day of May, 2012 by Peter S. & Tiffany Bils

_____
NOTARY PUBLIC

JANE M. TIMM
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

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

23

RECEIVED
OCT 25 2012
CITY OF EDINA
PUBLIC WORKS

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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 OCTOBER, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Kurt Knutson

_____
Clara Case

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

JOSHUA THOMAS CRAMER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/17

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

_____
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
JUN 22 2012
CITY OF EDINA
PUBLIC WORKS

24

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Gregory H. Keane

_____
Susan M. Keane

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

DEBRA HASENBANK MUSSELL
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES JAN. 31, 2015

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

26

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 2 day of July, 2013, by and between the **CITY OF EDINA,** a Minnesota municipal corporation ("City") and **Christopher & Kathryn Jones**, (the "Property Owner").

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 2nd day of July, 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.

Megan L. Phillippi
NOTARY PUBLIC

PROPERTY OWNER:

Christopher Jones
Christopher Jones

Kathryn L. Jones
Kathryn Jones

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Megan L. Phillippi
NOTARY PUBLIC

MEGAN L PHILLIPPI
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/16

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

RECEIVED
JUN 18 2012
CITY OF EDINA
PUBLIC WORKS

27

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

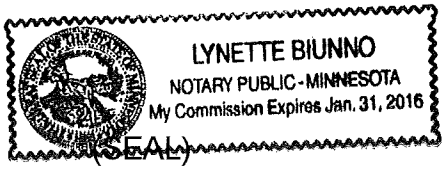
NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

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

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

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

CITY OF EDINA



BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 18th day of June, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
James Ankeny

_____
Lucinda Winter

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

LYNETTE BIUNNO
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2016

PROPERTY OWNER:

_____
Christopher M. Johnson

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
JUN 29 2012
CITY OF EDINA
PUBLIC WORKS

29

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 **Judith & Thomas Forker**, husband and wife, (the "Property Owner").

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

Judith Forker
Judith Forker

Thomas A. Forker
Thomas Forker

STATE OF MINNESOTA)
(ss.
COUNTY OF Ramsey)

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

Sarah A. Isaksen
NOTARY PUBLIC

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

SARAH A. ISAKSEN
Notary Public
Minnesota
My Commission Expires January 31, 2015

30

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Patrick Huber

_____
Margaret Huber

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

JAMES MICHAEL BAISCH
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2014

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

31

RECEIVED
JUL 27 2012
CITY OF EDINA
PUBLIC WORKS

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27th day of July, 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 - MINNESOTA
My Commission Expires Jan 31, 2016

Lynette Biunno
NOTARY PUBLIC

PROPERTY OWNER:

Ray Nelson

Ray Nelson

Sally Dunn

Sally Dunn

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ 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
AUG 10 2012
CITY OF EDINA
PUBLIC WORKS

32

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 **Colin & Abigail Rooney**, husband and wife (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 015**, **Block 001** of **Richmond Hills**, having a street address of **5028 Richmond Dr**, Edina, Minnesota (the "Subject Property").

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

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

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

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

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

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

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 August, 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.

Shawn R. McLeod
NOTARY PUBLIC

SHAWN R. MCLEOD
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

PROPERTY OWNER:

Colin Rooney

Abigail Rooney

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Shawn R. McLeod
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
Telephone: (612) 452-5000
RNK: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 **William Stuart Steinke**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 003**, **Block 002** of **Westchester Knolls**, having a street address of **5104 Windsor Ave**, Edina, Minnesota (the "Subject Property").

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

C. Property Owner has replaced their **sewer & 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 **$6,240.00** (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. 1076** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1076** for the amount of **$6,240.00**. 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 **$6,240.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 12-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

DAWN J. KERBER
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

_____
NOTARY PUBLIC Dawn J. Kerber

PROPERTY OWNER:

_____
William Stuart Steinke

STATE OF MINNESOTA)
(ss.
COUNTY OF Carver)

The foregoing instrument was acknowledged before me this 23rd day of July, 2012, by Dawna Kubes

DAWN J. KERBER
Notary Public-Minnesota
My Commission Expires Jan 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:srn

3 of 4

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
John Haw

_____
Beverly Haw

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

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

SHARON M. ALLISON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

RECEIVED
OCT 15 2012
CITY OF EDINA
PUBLIC WORKS

376

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Janice Joshua

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
NOTARY PUBLIC

TERESA A FANE
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/2015

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

37

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Steven Meyer

_____
Susan Meyer

STATE OF MINNESOTA)
(ss.
COUNTY OF Dakota)

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

Barbara C Grubich
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2016

_____
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

38

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

RECEIVED
JUL 17 2012
CITY OF EDINA
PUBLIC WORKS

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

CB Wikman
Carrie Wikman

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Jana Marie Larson
NOTARY PUBLIC

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

JANA MARIE LARSON
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2014

42

PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 9th day of October, 2012, by and between the **CITY OF EDINA,** a Minnesota municipal corporation ("City") and **Gerald Peplin**, (the "Property Owner").

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

RECEIVED
OCT 11 2012
CITY OF EDINA
PUBLIC WORKS

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9th day of October, 2012, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

PROPERTY OWNER:

_____
Gerald Peplin

NICHOLAS J SWENSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/17

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 9th day of October, 2012, by _____
@ TCF

_____
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

4A

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

_____
NOTARY PUBLIC

PROPERTY OWNER:

Ronald Pray
Ronald Pray

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Sharon M. Allison
NOTARY PUBLIC

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

SHARON M. ALLISON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

45

PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(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:

_____
Robert E. Fitzsimmons, Jr.

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

_____
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

SHARON M. ALLISON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2016