

REPORT / RECOMMENDATION



To: MAYOR AND COUNCIL

Agenda Item #: IV. F.

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

Action

Discussion

Date: February 19, 2013

Information

Subject: Approve Special Assessment Agreements – Richmond Hills Park

Action Requested:

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

Information / Background:

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

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

Attachments:

40 Public Improvement and Special Assessment Agreements

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

Agreement No.	PO #	Address	Owner(s)	Plumbing Company	Proposed Amt		Final Amt
					Sewer	Water	
1	1039	5008 Richmond Dr	Loretta G. Knab	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 3,775.00	\$ 2,050.00	\$5,825.00
2	1040	5520 Warwick Pl	DeEtta Goodmanson	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 6,100.00	\$ 2,250.00	\$8,350.00
3	1041	5033 W. 56th St	Lori A. Sandvig	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 4,185.00	\$ 2,395.00	\$6,580.00
4	1042	5040 Yvonne Terr	Jeffrey T. & Barbara A. Meyer	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 2,800.00	\$ -	\$2,800.00
5	1043	5053 Yvonne Terr	Warren D & Joann G Snyder	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 2,300.00	\$ -	\$2,300.00
6	1044	5112 Windsor Ave	Todd & Mary Peterson	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,725.00	\$ 2,000.00	\$5,725.00
7	1045	5021 Richmond Dr	Rennetta & Frank Barr	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 2,475.00	\$ 2,095.00	\$4,570.00
8	1046	5005 W. 56th St	Alissa & Matthew Movern	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,950.00	\$ 2,000.00	\$5,950.00
-	1047	5021 Yovonne Terr	Homeowner paid contractor.		\$ -	\$ -	\$0.00
9	1048	5032 W. 56th St	Kristin & Christopher Moquist	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 2,995.00	\$ 2,845.00	\$5,840.00
10	1049	5037 W. 56th St	Dawn & Christopher Rofidal	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 4,090.00	\$ 2,175.00	\$6,265.00
11	1050	5032 Windsor Ave	Homeowner paid contractor.	Ouverson Sewer & Water, Inc., P.O. Box 247, Loretto, MN 55357			
12	1051	5029 W. 56th St	Dorene & William Just Jr	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,275.00	\$ 2,000.00	\$5,275.00
13	1053	5009 Yvonne Terr	Thomas Divine	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,000.00	\$ -	\$3,000.00
14*	1054	5009 W. 56th St	Margaret & Darwin Dahl II	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,000.00	\$ 2,000.00	\$5,000.00
15*	1055	5041 Yvonne Terr	Susan N Keator	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,975.00	\$ 1,950.00	\$6,925.00
16	1057	5108 W. 56th St	Scott L. Thorp	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 4,990.00	\$ 2,195.00	\$7,185.00
17	1058	5033 Normandale Ct.	Morgan S & Susan M Brown	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345		\$ 2,295.00	\$2,295.00
18	1059	5024 Kent Ave	William D Buss	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 2,850.00	\$ 2,000.00	\$4,850.00
19	1060	5009 Kent Ave	Sumner Adam & Jennifer Irene Musolf	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 4,210.00	\$ 2,000.00	\$6,210.00
20	1061	5004 Kent Ave	Mark L Van Sloun	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,765.00	\$ 2,000.00	\$5,765.00
21*	1062	5021 Yvonne Terr	David R & Ann K F Dickey	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 1,100.00	\$ 2,200.00	\$3,300.00
22	1063	5036 W. 56th St	Peter S & Tiffany G Bils	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 3,295.00	\$ 2,095.00	\$5,390.00
23	1064	5008 Yvonne Terr	Kurt Knutson & Clara Case	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,250.00	\$ 2,250.00	\$5,500.00
24	1065	5105 W. 56th St	Gregory H & Susan M Keane	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,400.00	\$ 2,850.00	\$6,250.00
25	1066	5036 Yvonne Terr	Kraig Knutson & Bridget Towey	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 5,980.00	\$ 2,250.00	\$8,230.00
26	1068	5012 Richmond Dr	Christopher & Kathryn Jones	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 4,535.00	\$ -	\$4,535.00
27	1069	5532 Code Ave	James Ankeny & Lucinda Winter	Ouverson Sewer & Water, Inc., P.O. Box 247, Loretto, MN 55357	\$ 4,300.00	\$ -	\$4,300.00
28	1070	5040 Richmond Dr	Christopher M. Johnson	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 4,725.00	\$ 2,445.00	\$7,170.00
29	1071	5109 W. 56th St	Judith & Thomas Forker	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,825.00	\$ 2,000.00	\$6,825.00
30	1072	5025 Kent Ave	Patrick & Margaret Huber	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 6,325.00	\$ -	\$6,325.00
31	1073	5020 Windsor	Ray Nelson & Sally Dunn	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,380.00	\$ 2,350.00	\$5,730.00
32	1074	5028 Richmond Dr	Colin & Abigail Rooney	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 5,210.00	\$ -	\$5,210.00
33	1076	5104 Windsor Ave	William Stuart Steinke	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 4,240.00	\$ 2,000.00	\$6,240.00
34	1077	5024 Richmond Dr	John & Beverly Haw	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 4,800.00		\$4,800.00
35	1078	5036 Richmond Dr	Nicholas Engels	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 1,995.00		\$1,995.00
36	1079	5036 Windsor Ave	Janice Joshua	Highview Plumbing, 4301 Highview Place, Minnetonka, MN 55345	\$ 3,500.00		\$3,500.00
37	1080	5100 Windsor	Steven & Susan Meyer	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 5,260.00		\$5,260.00
38	1081	5404 Richmond Lane	Carrie Wikman	Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406	\$ 3,250.00	\$ -	\$3,250.00
39	1082	5004 Yvonne Terr	Lynda Lorenz	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,975.00	\$ 3,650.00	\$8,625.00
40	1083	5020 Normandale Ct	James Ostlund	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,165.00	\$ 2,760.00	\$6,925.00
41	1084	5020 Yvonne Terr	Ryan Ballinger & Angie McConnell	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,775.00	\$ 2,335.00	\$7,110.00
42	1086	5524 Code	Gerald Peplin	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,950.00	\$ -	\$4,950.00
43	1087	5020 Richmond Dr	Homeowner paid contractor.				
44	1088	5017 W. 56th St	Ronald Pray	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,975.00	\$ 1,950.00	\$6,925.00
45	1089	5025 Yvonne Terr	Robert E Fitzsimmons Jr	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 4,800.00	\$ 2,550.00	\$7,350.00
46*	1090	5036 Normandale Ct	Joanne & Daniel Kersten	Benjamin Franklin Plumbing, 1424 3rd St No, Minneapolis, MN 55411	\$ 5,175.00	\$ 1,950.00	\$7,125.00
					\$ 173,645.00	\$ 69,885.00	\$243,530.00
					\$	\$ 243,530.00	

*Agreement not signed or needs to be resigned.



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:
Loretta G 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





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**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

DeEtta Goodman
DeEtta Goodman
Goodman

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 8th day of October, 2012, by DeEtta Goodman

Sharon M. Allison
NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Lori A. Sandvig
Lori A. Sandvig

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin

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

Sharon M. Allison
NOTARY PUBLIC

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





4

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

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

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





Rec'd
5.16.12

5

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 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.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Warren D. Synder
Warren D. Synder

Joann G. Synder
Joann G. Synder

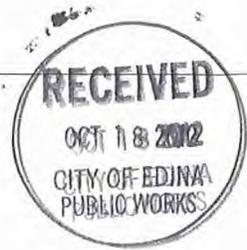
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Rebecca A. Coover
NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Todd Peterson

Mary Peterson

Mary Peterson

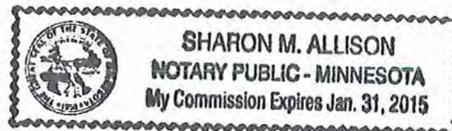
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

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





7



**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 Renetta & Frank Barr, husband and wife (the "Property Owner").

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA



BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Rennetta A. Barr
Rennetta A Barr

Frank W Barr
Frank W Barr

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

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

Sharon M. Allison
NOTARY PUBLIC

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





Rec'd
5.14.12
8

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

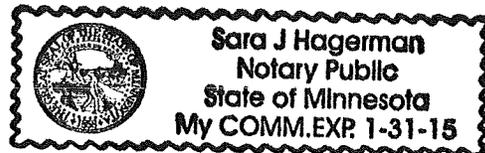
[Signature]
Alyssa Movern
[Signature]
Matthew Movern

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 14th day of May, 2012, by Sara J. Hagerman

[Signature]
NOTARY PUBLIC

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





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 Moquist
Kristen Moquist
Christopher Moquist
Christopher Moquist

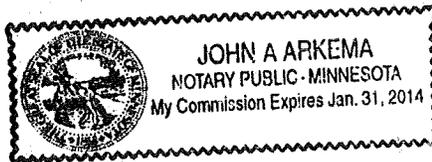
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

John Arkema

NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Dawn Rofidal
Dawn Rofidal

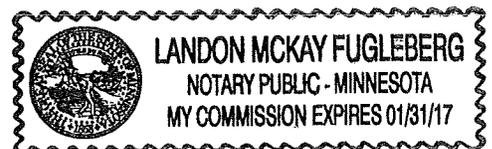
Christopher Rofidal
Christopher Rofidal

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

[Signature]
NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Dorene Just
Dorene Just

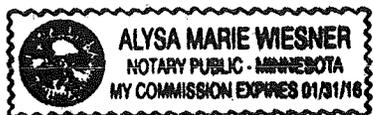
William Just Jr.
William Just Jr.

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Alysa Marie Wesner
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 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.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

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

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.)

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

Sharon M. Allison

NOTARY PUBLIC

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



**STATUTORY SHORT FORM POWER OF ATTORNEY
MINNESOTA STATUTES, SECTION 523.23**

IMPORTANT NOTICE: The powers granted by this document are broad and sweeping. They are defined in Minnesota Statutes, section 523.24. If you have any questions about these powers, obtain competent advice. This power of attorney may be revoked by you if you wish to do so. This power of attorney is automatically terminated if it is to your spouse and proceedings are commenced for dissolution, legal separation, or annulment of your marriage. This power of attorney authorizes, but does not require, the attorney-in-fact to act for you.

PRINCIPAL (Name and Address of Person Granting the Power)

THOMAS B. DIVINE
5009 Yvonne Terrace
Edina, MN 55436

ATTORNEY(S)-IN-FACT
(Name and Address)

KAREN K. BRETSON
5712 West 70th Street
Edina, MN 55439

CATHY D. OAS
2008 East 123rd Street
Burnsville, MN 55337

SUCCESSOR ATTORNEY(S)-IN-FACT
(Optional) To act if any named attorney-in-fact dies, resigns, or is otherwise unable to serve.

(Name and Address)
First Successor

SHANNON M. BRETSON
2916 Hampshire Avenue South
St. Louis Park, MN 55426

Second Successor

Notice: If more than one attorney-in-fact is designated, make a check or "x" on the line in front of one of the following statements:

Each attorney-in-fact may independently exercise the powers granted.

All attorneys-in-fact must jointly exercise the powers granted.

EXPIRATION DATE (Optional)

_____, _____, _____
Use Specific Month Day Year Only

I (the above named Principal), do hereby appoint the above named Attorney(s)-in-Fact to act as my attorney(s)-in-fact:

FIRST: To act for me in any way that I could act with respect to the following matters, as each of them is defined in Minnesota Statutes, section 523.24:

(To grant to the attorney-in-fact any of the following powers, make a check or "x" on the line in front of each power being granted. You may, but need not, cross out each power not granted. Failure to make a check or "x" on the line in front of the power will have the effect of deleting the power unless the line in front of the power of (N) is checked or x-ed.)

Check or "x"

(A) real property transactions;
I choose to limit this power to real property in _____ County, Minnesota, described as follows: (Use legal description. Do not use street address.)

(If more space is needed, continue on the back or on an attachment.)

- (B) tangible personal property transactions;
- (C) bond, share, and commodity transactions;
- (D) banking transactions;
- (E) business operating transactions;
- (F) insurance transactions;
- (G) beneficiary transactions;
- (H) gift transactions;
- (I) fiduciary transactions;
- (J) claims and litigation;
- (K) family maintenance;
- (L) benefits from military service;
- (M) records, reports, and statements;
- (N) all of the powers listed in (A) through (M) above and all other matters;

SECOND: (You must indicate below whether or not this power of attorney will be effective if you become incapacitated or incompetent. Make a check or "x" on the line in front of the statement that expresses your intent.)

This power of attorney shall continue to be effective if I become incapacitated or incompetent.

This power of attorney shall not be effective if I become incapacitated or incompetent.

THIRD: (You must indicate below whether or not this power of attorney authorizes the attorney-in-fact to transfer your property to the attorney-in-fact. Make a check or "x" on the line in front of the statement that expresses your intent.)

_____ This power of attorney authorizes the attorney-in-fact to transfer my property to the attorney-in-fact.

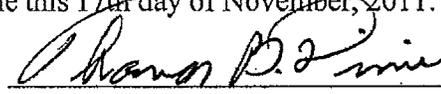
 x This power of attorney does not authorize the attorney-in-fact to transfer my property to the attorney-in-fact.

FOURTH: (You may indicate below whether or not the attorney-in-fact is required to make an accounting. Make a check or "x" on the line in front of the statement that expresses your intent.)

_____ My attorney-in-fact need not render an accounting unless I request it or the accounting is otherwise required by Minnesota Statutes, section 523.21.

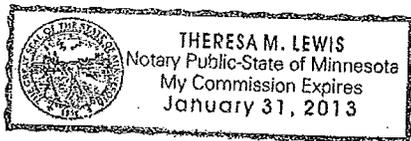
 x My attorney-in-fact must render _____ (Monthly, Quarterly, Annual) accountings to me or **my other attorneys-in-fact** during my lifetime, and a final accounting to the personal representative of my estate, if any is appointed, after my death.

In Witness Whereof I have hereunto signed my name this 17th day of November, 2011.

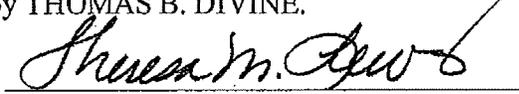

THOMAS B. DIVINE

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

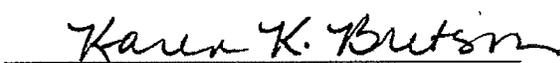
The foregoing instrument was acknowledged before me this 17th day of November, 2011, by THOMAS B. DIVINE.



This Instrument Drafted by:
Terrie Lewis Law Office, P.A.
6600 France Ave South, Suite 465
Edina, MN 55435
952-345-8282
952-920-2209 (fax)
tlewis@terrielewislawoffice.com


Notary Public

Specimen Signature of Attorney(s)-in-Fact
(Notarization not required)


KAREN K. BRETSON

CATHY D. O'AS

SHANNON M. BRETSON



16

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 18th day of May, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Scott L. Thorp**, (the "Property Owner").

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Scott L. Thorp
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

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





17

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 5th day of Feb., 2013, 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 **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.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Morgan S. Brown
Morgan S. Brown

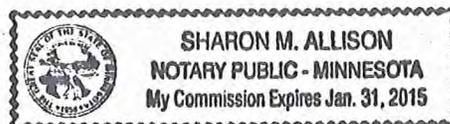
Susan M. Brown
Susan M. Brown

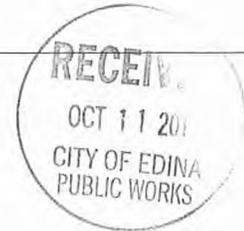
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 5th day of Feb, 2013, by Morgan & Susan Brown

Sharon M. Allison
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

William D. Buss
William D. Buss

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Sharon M. Allison
NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

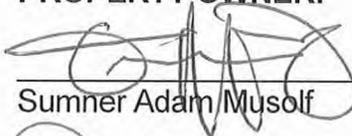
AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

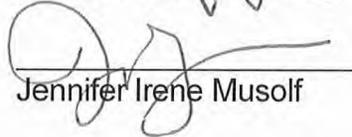
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by James B. Hovland and by Scott H. Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City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

NOTARY PUBLIC

PROPERTY OWNER:



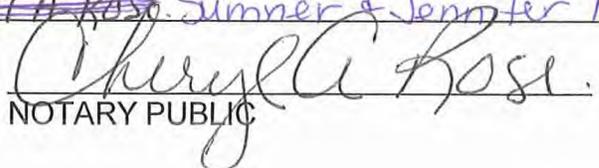
Sumner Adam Musolf



Jennifer Irene Musolf

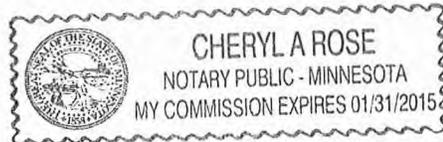
STATE OF MINNESOTA)
COUNTY OF Washington (ss.)

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



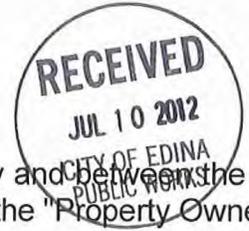
NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**



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

RECITALS

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

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

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

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

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

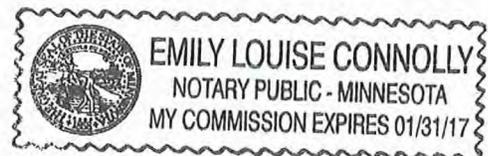
Mark Van Sloun
Mark Van Sloun

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Emily L. Connolly
NOTARY PUBLIC

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





22

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439

www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

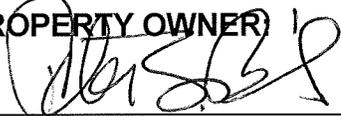
(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER)


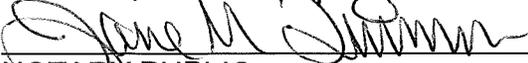
Peter S Bils



Tiffany G Bils

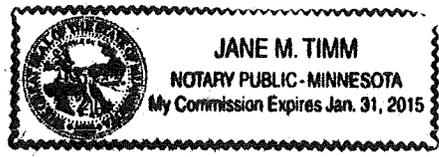
STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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



NOTARY PUBLIC

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





23



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 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.

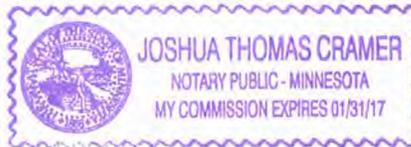
NOTARY PUBLIC

PROPERTY OWNER:

[Signature]
Kurt Knutson

[Signature]
Clara Case

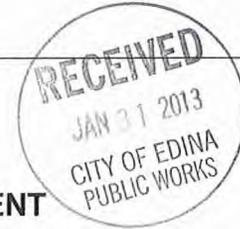
STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)



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

[Signature]
NOTARY PUBLIC

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



24

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 28th day of January, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Gregory H & Susan M Keane**, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 13, Block** of **Nylund's Place**, 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 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 **\$6,250.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 1065** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 1065** for the amount of **\$6,250.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

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

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

ENGINEERING DEPARTMENT



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT



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.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Christopher Jones
Christopher Jones
Kathryn L. Jones
Kathryn Jones

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Megan L. Phillippi
NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

James A. Ankeny
James Ankeny

Lucinda Winter
Lucinda Winter

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Sharon M. Allison
NOTARY PUBLIC

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





28

**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.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439

www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Christopher M. Johnson
Christopher M. Johnson

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Sharon M. Allison
NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

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





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.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:
Patrick Huber

Patrick Huber

Margaret Huber

Margaret Huber

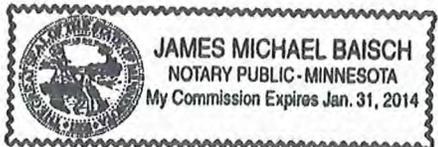
STATE OF MINNESOTA)
(ss.
COUNTY OF *Hennepin*)

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

James M. Baisch

NOTARY PUBLIC

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





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**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.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager



STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

Ray Nelson
Ray Nelson

Sally Dunn
Sally Dunn

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

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

Sharon M. Allison
NOTARY PUBLIC

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





32

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

(SEAL)

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:



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

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 24th day of Jan., 2013, 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.

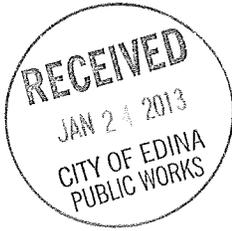
2. SPECIAL ASSESSMENT. The City will assess the Project Cost in the amount of **\$6,240.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 12-4**. The Property Owner waives any and all procedural and substantive objections to the special 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.

ENGINEERING DEPARTMENT

CITY OF EDINA

(SEAL)



BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ 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:

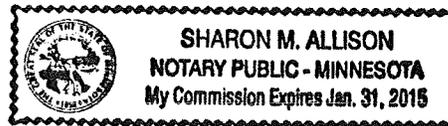
William Stuart Steinke

STATE OF MINNESOTA)
COUNTY OF Hennepin) (ss.

The foregoing instrument was acknowledged before me this 24th day of Jan., 2013, by William Steinke

NOTARY PUBLIC

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





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**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 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.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:



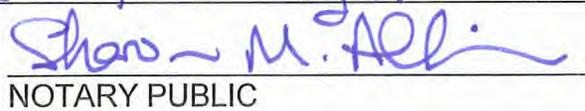
John Haw



Beverly Haw

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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



NOTARY PUBLIC

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





35



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

NOTARY PUBLIC

PROPERTY OWNER:

Nicholas Engels

Nicholas Engels

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 7th day of November, 20 12, by Nicholas Engels

Sharon M. Allison

NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

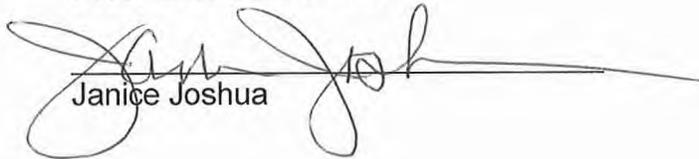
AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:


Janice Joshua

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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





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



37

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

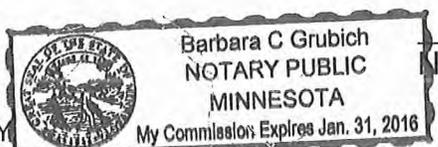
PROPERTY OWNER:

Steven Meyer
Steven Meyer

Susan Meyer
Susan Meyer

STATE OF MINNESOTA)
(ss.
COUNTY OF Dakota)

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



Barbara C Grubich
NOTARY PUBLIC

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



38

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**



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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:

CB Wikman
Carrie Wikman

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

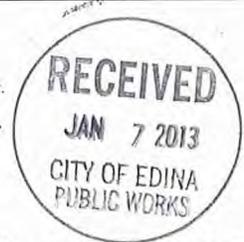
Jana Marie Larson
NOTARY PUBLIC

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





**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**



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

RECITALS

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

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

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

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

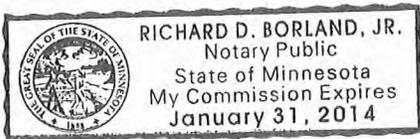
AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:
Lynda Lorenz
Lynda Lorenz



STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Richard Borland
NOTARY PUBLIC

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



40

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

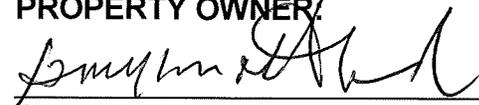
(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

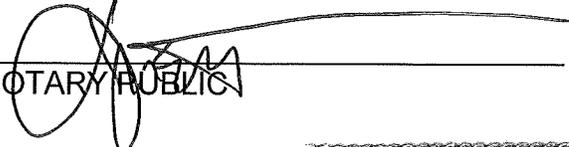
NOTARY PUBLIC

PROPERTY OWNER:


James Ostlund

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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



NOTARY PUBLIC

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





41

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

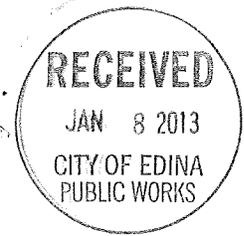
3. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the Property Owner and the Property Owner's successors and assigns. This Agreement may be recorded against the title to the Subject Property.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager



(SEAL)

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

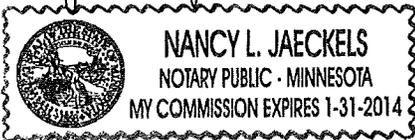
NOTARY PUBLIC

PROPERTY OWNER:

Nancy L. Jaeckels

Ryan Ballinger

Ryan Ballinger



Angie McConnell-Ballinger

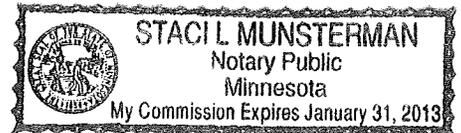
Angie McConnell

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

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

Staci L. Munsterman

NOTARY PUBLIC



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



42

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 25th day of Jan., 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Gerald Peplin**, (the "Property Owner").

RECITALS

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT

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:

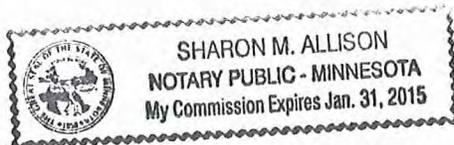
Gerald Peplin
Gerald Peplin

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 25th day of Jan., 2013, by Gerald Peplin

Sharon M. Allison
NOTARY PUBLIC

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





48

**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





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**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 29th day of Jan., 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Robert E Fitzsimmons Jr.**, (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 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 **\$7,350.00** (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.

ENGINEERING DEPARTMENT

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

(SEAL)

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

PROPERTY OWNER:
Robert E Fitzsimmons, Jr.
Robert E Fitzsimmons, Jr.

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.)

The foregoing instrument was acknowledged before me this 29th day of Jan., 2013, by Robert E. Fitzsimmons, Sr.

Sharon M Allison
NOTARY PUBLIC

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

