

REPORT / RECOMMENDATION



To: MAYOR AND COUNCIL

Agenda Item #: IV. F.

From: Chad A. Millner, PE, Director of Engineering

Action

Discussion

Date: May 19, 2015

Information

Subject: Authorize Public Improvements and Special Assessment Agreements

Action Requested:

Authorize Mayor and City Manager to approve attached Public Improvement and Special Assessment Agreements for sanitary sewer and water services for the 2015 Neighborhood Roadway Reconstruction areas.

Information / Background:

Some property owners in the 2015 Neighborhood Roadway Reconstruction areas upgraded their service lines and requested that the extra cost be added to their special assessment. The attached signed agreements allow staff to add the cost immediately as pending assessments.

Attachments:

Public Improvement and Special Assessment Agreements

G:\PW\CENTRAL SVCS\ENG DIV\PROJECTS\CONTRACTS\2015\ENG 15-3 Arden Park D_54th St\BA412 Arden Park\ADMIN\LEGAL\Sewer Upgrades\Item IV. F. Approve Spec Assess Agree.docx



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 5th day of May, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Ronald Pobiel** and **Mona Pobiel**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 057, Block, Subdivision Auditor's Subdivision No. 172,** having a street address of **5109 Halifax Avenue,** 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 15-3.**

C. Property Owner has replaced their **sanitary sewer service line** 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 from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345,** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2683** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2683** 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 15-3.** 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 15-3,** 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

PROPERTY OWNER:

[Signature]
Ronald Pobel

[Signature]
Mona Pobel

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 5th day of May, 2015,
by Shayne Driscoll



[Signature]
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 8th day of May, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Hans J Loeffler** and **Katherine J Loeffler**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 060, Block , Auditor's Subdivision No. 172 , having a street address of 5125 Halifax Avenue, 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 15-3**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Highview Plumbing, Inc. 4301 Highview Place, Minnetonka, MN 55345, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2693 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2693 for the amount of \$6,090.00. 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 \$6,090.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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

PROPERTY OWNER:

Hans J Loeffler
Hans J Loeffler

Katherine J Loeffler
Katherine J Loeffler

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.

The foregoing instrument was acknowledged before me this 8th day of May, 2015,
by Hans & Katherine Loeffler

Sharon M. Allison
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN (ss.

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

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 1st day of May, 20 15, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Kirk A Mathison** and **Nancy K Mathison**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 003, Block 001, Subdivision Clagramar Third Addition**, having a street address of **5908 Arbour Avenue**, 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 15-4**.

C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Benjamin Franklin, 1424 3rd Street North, Minneapolis, MN 55411**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2687** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2687** for the amount of **\$8,700.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. SPECIAL ASSESSMENT. The City will assess the Project Cost in the amount of **\$8,700.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-4**. 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 15-4**, 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.

PROPERTY OWNER:

[Signature]
Kirk A Mathison

[Signature]
Nancy K Mathison

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.

The foregoing instrument was acknowledged before me this 18th day of May, 2015, by Kirk & Nancy Mathison

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) (ss.

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

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 5th day of May, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Christopher Willmuth** and **Adriane Willmuth**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 005, Block 002, Subdivision Glenview Addition To Edina, having a street address of 5116 Halifax Avenue, 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 15-3**.

C. Property Owner has replaced their sanitary sewer service line 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2680 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2680 for the amount of \$2,470.00. 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 \$2,470.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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.

PROPERTY OWNER:

[Handwritten Signature]

Christopher Willmuth

[Handwritten Signature]

Adriane Willmuth

STATE OF MINNESOTA)
COUNTY OF Hennepin) (ss.

The foregoing instrument was acknowledged before me this 5th day of May, 2015,
by ~~Nancy Karkhoff~~ Christopher & Adriane Willmuth

[Handwritten Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) (ss.

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

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 6th day of May, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Peter Brosius** and **Rosanna Staffa**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 004, Block 001 Subdivision South Harriet Park Steiner Addition, having a street address of 5205 Minnehaha Boulevard, 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 15-3**.

C. Property Owner has replaced their water service line 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 from Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2689 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2689 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 15-3**. 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 15-3**, 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

PROPERTY OWNER:

[Signature]
Peter Brosius

[Signature]
Rosanna Staffa

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 6th day of May, 2015,
by Peter Brosius & Rosanna Staffa.

[Signature]
NOTARY PUBLIC Jennifer Johnson
January 31, 2018



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 30th day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **David R Edstam and Tina S Edstam**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 012, Block 002, Subdivision Brucewood**, having a street address of **5023 Bruce Avenue**, 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 15-3**.

C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2672** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2672** for the amount of **\$6,390.00**. 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 **\$6,390.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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

PROPERTY OWNER:

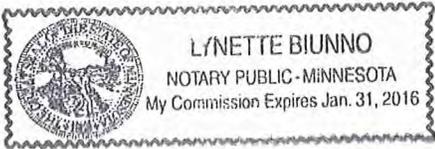
David R Edstam
David R Edstam

Tina S. Edstam
Tina S Edstam

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 30 day of April, 2015,
by DAVID R EDSTAM and TINA S EDSTAM

Lynette Biunno
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 29th day of April, 2015, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Joseph Jellen and Rosemary Jellen, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 037, Block 002, Subdivision South Harriet Park, 2nd Addition, having a street address of 5221 Minnehaha Blvd, 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 15-3**.

C. Property Owner has replaced their water service line 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 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. 2665 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2665 for the amount of \$2,900.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$2,900.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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

PROPERTY OWNER:

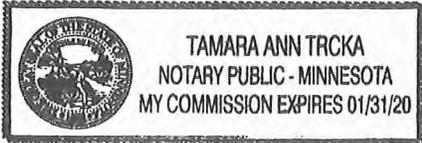
Joseph Jellen
Joseph Jellen

Rosemary Jellen
Rosemary Jellen

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 29th day of April, 2015,
by Joseph Jellen and Rosemary Jellen

Tamara A. Trcka
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 30th day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Joseph D Gensch and Lori J Hanson**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 9, Block 002, Subdivision Benton Park, having a street address of 5120 West 60th Street, 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 14-4**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Benjamin Franklin Plumbing, 1424 No. 3rd St., 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. 2686 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2686 for the amount of \$10,250.00. 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 \$10,250.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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

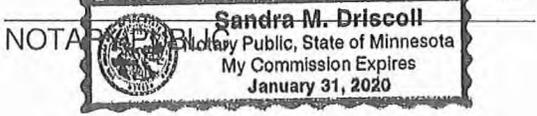
PROPERTY OWNER:

[Signature]
Joseph D Gensch

[Signature]
Lori J Hansen

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 30th day of April, 2015, by Joseph Gensch & Lori Hansen
Sandra M Driscoll



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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

**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 27 day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **John C Huseby** and **Nancy K Huseby**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 002, Block 001, Subdivision Clagramar Third Addition,** having a street address of **5904 Arbour Avenue,** 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 15-4.**

C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Benjamin Franklin, 1424 3rd Street North, Minneapolis, MN 55411,** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2684** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2684** for the amount of **\$10,100.00.** The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$10,100.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-4.** 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 15-4,** 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.

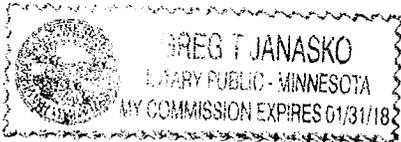
PROPERTY OWNER:

[Signature]
John C Huseby
[Signature]
Nancy K Huseby

STATE OF MINNESOTA)
COUNTY OF Hennepin) (ss.

The foregoing instrument was acknowledged before me this 27th day of April, 2015, by John Huseby & Nancy Huseby

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) (ss.

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

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 28th day of APRIL, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Matthew J Youngstrom** and **Amy P Youngstrom**, husband and wife, (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 003, Block 002, Subdivision James A. Roberts Estate, having a street address of 5108 West 62nd Street, 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 14-4**.
- C. Property Owner has replaced their sewer and water service lines 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2668 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2668 for the amount of \$7,850.00. 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 \$7,850.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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

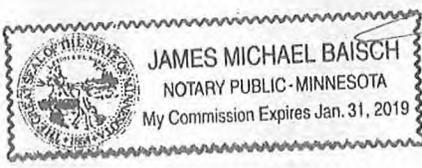
PROPERTY OWNER:

[Signature]
Matthew J Youngstrom

[Signature]
Amy P Youngstrom

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

The foregoing instrument was acknowledged before me this 28th day of April, 20 13
by ~~James M. Baisch~~ Matthew & Amy Youngstrom.



[Signature]
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

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

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

NOTARY PUBLIC

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 27th day of April, 2015, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **Freeborn R Oldfield**, a single person, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 39, Block 001, Subdivision South Harriet Park, 2nd Addition,** having a street address of **5200 Gorgas Avenue**, 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 15-3**.

C. Property Owner has replaced their **sanitary sewer service line** 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 from **Benjamin Franklin Plumbing, 1424 North 3rd Street, 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. 2675** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2675** for the amount of **\$2,421.00**. 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 **\$2,421.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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

PROPERTY OWNER:

Freeborn R. Oldfield
Freeborn R Oldfield

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

The foregoing instrument was acknowledged before me this 27th day of April, 2015,
by Freeborn R. Oldfield

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

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

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

NOTARY PUBLIC

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 24 day of April, 2015, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **Richard Parry and Mallette Parry**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 001, Block 001, Subdivision Scenic View Second Addition**, having a street address of **5916 Amy Drive**, 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 15-4**.

C. Property Owner has replaced their **sanitary sewer service line** 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 from **Roto-Rooter Plumbing & Drain Service, 14530 27th Ave. No., Minneapolis, MN 55447**, (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. 2678** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2678** for the amount of **\$11,100.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$11,100.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-4**. 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 15-4**, 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

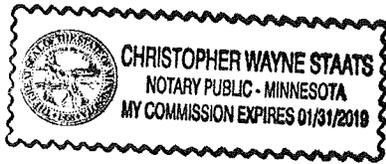
PROPERTY OWNER:

Richard Parry
Richard Parry

Malette Parry
Malette Parry

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 24th day of April, 2015, by Richard and Malette Parry



Christopher Staats
NOTARY PUBLIC exp 01/31/2019

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Susan C Smith**, a single person, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 008, Block 003, Subdivision Clover Lane Addition 3rd Unit**, having a street address of **6116 Tingdale Avenue**, 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 14-4**.

C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Benjamin Franklin Plumbing, 1424 3rd Street 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. 2682** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2682** for the amount of **\$9,980.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$9,980.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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

PROPERTY OWNER:

Susan C. Smith
Susan C Smith

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

The foregoing instrument was acknowledged before me this 24 day of April, 2015,
by Susan C. Smith



Kathleen A Stundahl
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

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

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

NOTARY PUBLIC

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 17 day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Jill C Rocheleau** and **Nick J Dzandzara**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 003, Block 002, Subdivision South Harriet Park, 2nd Addition, having a street address of 5208 Halifax Avenue, 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 15-3**.

C. Property Owner has replaced their sanitary sewer service line 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2670 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2670 for the amount of \$2,500.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$2,500.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

ENGINEERING DEPARTMENT

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

PROPERTY OWNER:

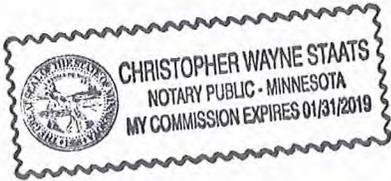
Jill C Rocheleau
Jill C Rocheleau

Nick J Dzandzara
Nick J Dzandzara

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennipen)

The foregoing instrument was acknowledged before me this 17th day of April, 2015,
by Jill C. Rocheleau and Nick Dzandzara

Christopher Wayne Staats
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 22nd day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Jeffrey Harmening and Lisa C Harmening**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot, Block 001, Subdivision South Harriet Park, 2nd Addition,** having a street address of **5229 Halifax Avenue**, 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 15-3**.

C. Property Owner has replaced their **sanitary sewer service line** 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 from **Benjamin Franklin Plumbing, 1424 North 3rd Street, 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. 2674** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2674** for the amount of **\$6,120.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. SPECIAL ASSESSMENT. The City will assess the Project Cost in the amount of **\$6,120.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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

PROPERTY OWNER:

Jeffrey Harmening

Lisa C Harmening

STATE OF MINNESOTA)
COUNTY OF Hennepin) (ss.

The foregoing instrument was acknowledged before me this 22nd day of April, 2015,
by Jeffrey & Lisa Harmening

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) (ss.

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

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 16 day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Nancy D. Carlson**, a single person, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 036, Block 002, Subdivision South Harriet Park, 2nd Addition, having a street address of 5225 Minnehaha Blvd, 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 15-3**.

C. Property Owner has replaced their water service line 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 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. 2664 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2664 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 15-3**. 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 15-3**, 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

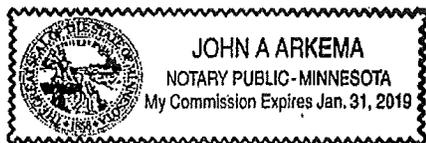
PROPERTY OWNER:

Nancy D. Carlson
Nancy D. Carlson

STATE OF MINNESOTA)
 (ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 16th day of April, 2015,
by Nancy D. Carlson

John A. Arkema
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 14th day of April, 2015, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Daniel J Steinhagen and Amy J Steinhagen, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 008, Block 002, Subdivision Clover Lane Addition 3rd Unit, having a street address of 5020 Valley View Road, 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 14-4**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345 (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No.2669 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2669 for the amount of \$8,490.00. 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 \$8,490.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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

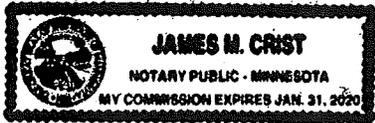
PROPERTY OWNER:

[Signature]
Daniel J Steinhagen

[Signature]
Amy J Steinhagen

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 14th day of April, 2015, by DANIEL S. STEINHAGEN AND AMY J. STEINHAGEN



[Signature]
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNOTSON
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 9 day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **James C Tyson** and **Jan D Tyson**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 001, Block 004, Subdivision Brucewood,** having a street address of **5101 Arden Avenue,** 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 15-3.**

C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2660** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2660** for the amount of **\$6,400.00.** The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. SPECIAL ASSESSMENT. The City will assess the Project Cost in the amount of **\$6,400.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3.** 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 15-3,** 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.

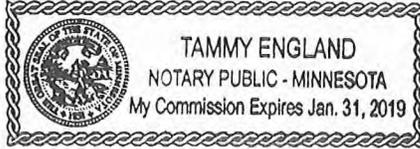
ENGINEERING DEPARTMENT

PROPERTY OWNER:

James C Tyson
James C Tyson

Jan D. Tyson

Jan D Tyson



STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 9 day of April, 2015,
by ~~Tammy England~~ James & Jan Tyson

Tammy England
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 6th day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **John T Meenan** and **Christine M Meenan**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 012, Block 002, Subdivision South Harriet Park, 2nd Addition, having a street address of 5300 Halifax Avenue, 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 15-3**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2659 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2659 for the amount of \$5,980.00. 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 \$5,980.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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.

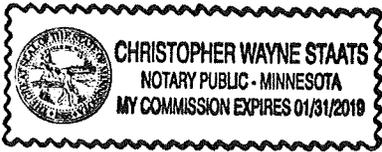
PROPERTY OWNER:

John T Meenan
John T Meenan

Christine M Meenan
Christine M Meenan

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

The foregoing instrument was acknowledged before me this 6th day of April, 2015,
by John T. and Christine M. Meenan



[Signature] exp 01/31/2019
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

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

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

NOTARY PUBLIC

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 23rd day of MARCH, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Daniel A Peterson and Jodie L Korinek**, husband and wife, (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 007, Block 003, Subdivision Clover Lane Addition 3rd Unit, having a street address of 6112 Tingdale Avenue, 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 14-4**.
- C. Property Owner has replaced their sanitary sewer and water service lines 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 from Highview Plumbing, Inc. 4301 Highview Place, Minnetonka, MN 55345, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2651 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2651 for the amount of \$8,795.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.
2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$8,795.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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

PROPERTY OWNER:

Daniel A Peterson
Daniel A Peterson

Jodie L Korinek
Jodie L Korinek

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 23 day of MARCH, 2015,
by ~~CITAD~~ *Daniel A Peterson & Jodie Korinek*

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 23 day of March, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Mary E. Balogh**, a single person, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 002, Block 002, Subdivision South Harriet Park, 2nd Addition, having a street address of 5204 Halifax Avenue, 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 15-3**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2652 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2652 for the amount of \$5,980.00. 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 \$5,980.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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

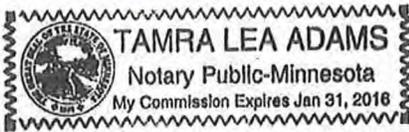
7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

PROPERTY OWNER:

Mary E. Balogh
Mary E. Balogh

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.)

The foregoing instrument was acknowledged before me this 23rd day of March, 2015,
by Mary E. Balogh



Tamra Lea Adams
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN (ss.)

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

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 3rd day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Stephen H Sando** and **Mary E Sando**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 012, Block 003, Subdivision Glenview Addition to Edina, having a street address of 5133 Juanita Avenue, 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 15-3**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2655 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2655 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 15-3**. 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 15-3**, 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.

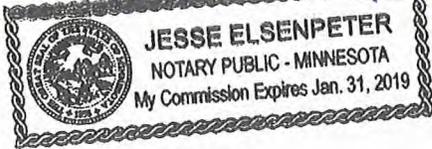
PROPERTY OWNER:

Stephen H. Sando
Stephen H Sando

Mary E. Sando
Mary E Sando

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 3rd day of April, 2015,
by ~~Jesse Elsenpeter~~ Stephen H. Sando, Mary E Sando



Jesse Elsenpeter
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 31st day of March, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Donald W Wenger and Carolyn A Wenger**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 004, Block 002, Subdivision South Harriet Park, 2nd Addition, having a street address of 5212 Halifax Avenue, 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 15-3**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2657 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2657 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 15-3**. 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 15-3**, 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

PROPERTY OWNER:

D. Wayne Wenger
Donald W Wenger

Carolyn A Wenger
Carolyn A Wenger

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 31st day of March, 2015
by Donald and Carolyn Wenger

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 27th day of March, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Lawrence L Swandby**, a single person, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 007, Block 004, Subdivision Glenview Addition to Edina**, having a street address of **5124 Juanita Avenue**, 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 15-3**.

C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2654** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2654** for the amount of **\$5,580.00**. 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 **\$5,580.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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.

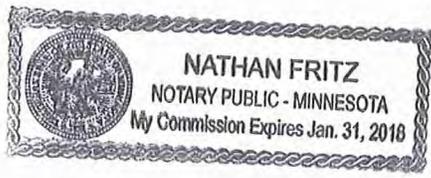
ENGINEERING DEPARTMENT

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

PROPERTY OWNER:
Lawrence L Swandby
Lawrence L Swandby

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 07th day of March, 2015,
by Lawrence L Swandby



Nathan Fritz
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 26th day of March, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Michael K Sjoblom and Geraldine A Sjoblom**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 007, Block 002, Subdivision Clover Lane Addition 3rd Unit**, having a street address of **5016 Valley View Road**, 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 14-4**.

C. Property Owner has replaced their **water service line** 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 from **Highview Plumbing, Inc. 4301 Highview Place, Minnetonka, MN 55345**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2656** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2656** for the amount of ~~\$4,000.00~~ \$3,920.00. 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 ~~\$4,000.00~~ \$3,920.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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

PROPERTY OWNER:

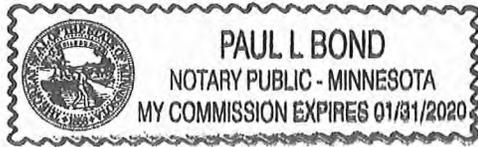
Michael K Sjoblom
Michael K Sjoblom

Geraldine A Sjoblom
Geraldine A Sjoblom

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 26 day of March, 2015,
by Paul L Bond Michael & Geraldine Sjoblom.

Paul L Bond
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 March, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **James R. Allen and Elaine W. Allen**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 004, Block 003, Subdivision Edina Highlands Lakeside Addition, having a street address of 5708 Wycliffe Road, 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 15-4**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Benjamin Franklin, 1424 3rd Street North, Minneapolis, MN 55411, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2650 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2650 for the amount of \$11,022.50. 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 \$11,022.50 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-4**. 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 15-4**, 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

PROPERTY OWNER:

James R. Allen
James R. Allen
Elaine W. Allen
Elaine W. Allen

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 4th day of Mar., 2015, by James & Elaine Allen

Sharon Allison
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 15th day of April, 2015, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Wayne A Lindholm and Maureen M Lindholm, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 009, Block 002, Subdivision Clover Lane Addition 3rd Unit, having a street address of 5024 Valley View Road, 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 14-4**.

C. Property Owner has replaced their water service line 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 from Highview Plumbing, Inc. 4301 Highview Place, Minnetonka, MN 55345, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2666 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2666 for the amount of \$3,895.00. 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 \$3,895.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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.

PROPERTY OWNER:
Wayne A Lindholm

Maureen M Lindholm
Maureen M Lindholm

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

The foregoing instrument was acknowledged before me this 15 day of April, 2015,
by Paul L Bond, Wayne & Maureen Lindholm.

Paul L Bond
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

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

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

NOTARY PUBLIC

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 6th day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Dennis F Maetzold and Linda Maetzold**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 004, Block 001, Subdivision Brucewood**, having a street address of **5110 Arden Avenue**, 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 15-3**.

C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2661** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2661** 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 15-3**. 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 15-3**, 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

PROPERTY OWNER:

Dennis F. Maetzold

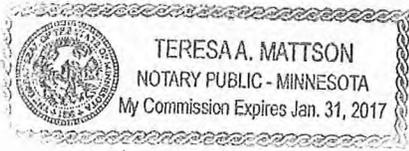
Dennis F Maetzold

Linda Maetzold
Linda Maetzold

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.)

The foregoing instrument was acknowledged before me this 6th day of April, 2015,
by ~~TERESA ANN MATTSON~~ Dennis & Linda Maetzold

Teresa Mattson
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

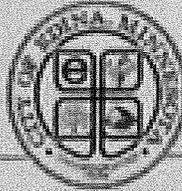
AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN (ss.)

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

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 ^{20th} ~~April~~ day of April, 2015, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and Michael R Ebbert and Robin C Ebbert, husband and wife, (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 003, Block 004, Subdivision Brucewood, having a street address of 5105 Arden Avenue, 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 15-3.
- C. Property Owner has replaced their sanitary sewer and water service lines 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2667 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2667 for the amount of \$6,425.00. 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 \$6,425.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 15-3. 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 15-3, 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

PROPERTY OWNER:

M. Ebbert

Michael R Ebbert

R. Ebbert

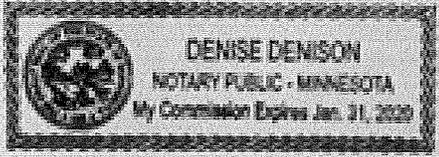
Robin C Ebbert

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 20th day of April, 2013
by Michael R. Ebbert and Robin Ebbert

Denise Denison

NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 9 day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Craig Strauss and Leigh Strauss**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 003, Block 001, Subdivision Brucewood, having a street address of 5112 Arden Avenue, 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 15-3**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Minneapolis & Suburban Sewer & Water, 3233 45th Avenue South, 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. 2662 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2662 for the amount of \$6,775.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$6,775.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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

PROPERTY OWNER:

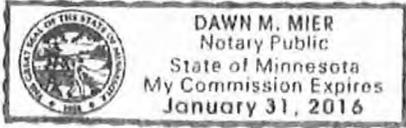
[Signature]
Craig Strauss

[Signature]
Leigh Strauss

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

The foregoing instrument was acknowledged before me this 9 day of April, 2015,
by ~~Dawn M. Mier~~ Craig & Leigh Strauss

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

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

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

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 May, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Michael Madich** and **Karen Madich**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 016, Block 001, Subdivision Hyde Park**, having a street address of **7428 Hyde Park Drive**, 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 15-5**.

C. Property Owner has replaced their **water service line** 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 from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2681** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2681** for the amount of **\$4,330.00**. 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 **\$4,330.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-5**. The Property Owner waives any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 15-5**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

ENGINEERING DEPARTMENT

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

PROPERTY OWNER:
[Signature]
Michael Madich

[Signature]
Karen Madich

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 4th day of May, 2015,
by Michael Madich and Karen Madich



[Signature]
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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



**PUBLIC IMPROVEMENT
AND
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 27th day of April, 2015, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **James J Hiniker III and Betsy Jo Hiniker**, husband and wife, (the "Property Owner").

RECITALS

- A. Property Owner is the owner of Lot 008, Block 003, Subdivision Brucewood, having a street address of 5015 Arden Avenue, 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 15-3**.
- C. Property Owner has replaced their sanitary sewer and water service lines 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 from Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2677 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2677 for the amount of \$6,690.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.
2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$6,690.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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.

PROPERTY OWNER:

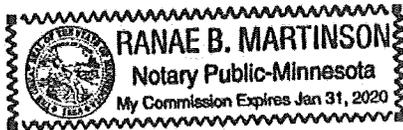
[Signature]
James J Hiniker III

[Signature]
Betsy Jo Hiniker

STATE OF MINNESOTA)
COUNTY OF Stearns) (ss.

The foregoing instrument was acknowledged before me this 27th day of April, 2015,
by James J Hiniker III and Betsy Jo Hiniker

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

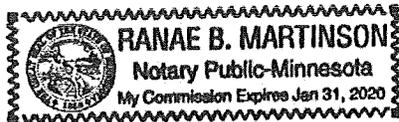
AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) (ss.

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

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 23rd day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **James M Luther** and **Margaret J Luther**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 006, Block 002, Subdivision Scenic View First Addition**, having a street address of **6072 Olinger Circle**, 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 14-4**.

C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Highview Plumbing, Inc. 4301 Highview Place, Minnetonka, MN 55345**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2676** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2676** for the amount of **\$7,190.00**. 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 **\$7,190.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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

PROPERTY OWNER:

James M. Luther
James M Luther

Margaret J. Luther
Margaret J Luther

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 23 day of April, 2015,
by ~~James B. Hovland~~ James & Margaret Luther.

[Signature]
NOTARY PUBLIC



CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 8th day of April, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Nancy E Tarbox**, a single person, (the "Property Owner").

RECITALS

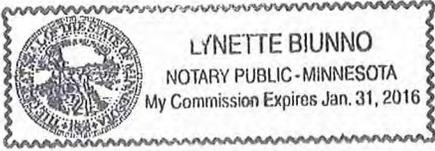
- A. Property Owner is the owner of **Lot 008, Block 004, Subdivision Glenview Addition to Edina**, having a street address of **5128 Juanita Avenue**, Edina, Minnesota (the "Subject Property").
- B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk 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 15-3**.
- C. Property Owner has replaced their **sanitary sewer and water service lines** 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 from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2663** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2663** for the amount of **\$5,590.00**. 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 **\$5,590.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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



PROPERTY OWNER:

Nancy E. Tarbox
Nancy E Tarbox

STATE OF MINNESOTA)
COUNTY OF Hennepin (ss.)

The foregoing instrument was acknowledged before me this 8th day of April, 2015,
by ~~Lynette Biunno~~ Nancy Tarbox.

Lynette Biunno
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
COUNTY OF HENNEPIN (ss.)

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

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 26th day of April, 2015 by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Thomas Guzik** and **Sheila Guzik**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of Lot 014, Block 003, Subdivision Glenview Addition to Edina, having a street address of 5125 Juanita Avenue, 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 15-3**.

C. Property Owner has replaced their sanitary sewer and water service lines 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 from Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2679 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2679 for the amount of \$6,090.00. 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 \$6,090.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-3**. 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 15-3**, 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.

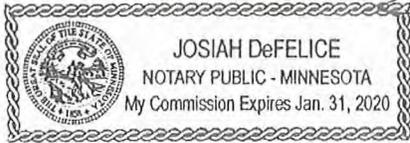
ENGINEERING DEPARTMENT

PROPERTY OWNER:

Thomas Guzik
Thomas Guzik
Sheila Guzik
Sheila Guzik

STATE OF MINNESOTA)
(ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 26 day of April, 2015,
by Thomas Guzik & Sheila Guzik



NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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 7 day of may, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **Paul H Althoff** and **Barbara Althoff Ruedy**, husband and wife, (the "Property Owner").

RECITALS

A. Property Owner is the owner of **Lot 004, Block 001, Subdivision Scenic View First Addition**, having a street address of **6016 Olinger Circle**, 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 15-4**.

C. Property Owner has replaced their **water service line** 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 from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2691** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2691** for the amount of **\$3,495.00**. 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 **\$3,495.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 15-4**. 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 15-4**, 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

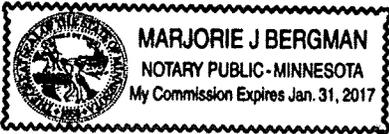
PROPERTY OWNER:

Paul H. Althoff
Paul H Althoff

Barbara Althoff Ruedy
Barbara Althoff Ruedy

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

The foregoing instrument was acknowledged before me this 7th day of
MAY, 2015, by MARJE BERGMAN



Marje Bergman
NOTARY PUBLIC

CITY OF EDINA

BY: _____
James B. Hovland, Mayor

AND _____
Scott H. Neal, City Manager

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

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

NOTARY PUBLIC

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 20 day of April, 2015, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **Craig S Gorski and Lindsey K Gorski**, husband and wife, (the "Property Owner").

RECITALS

- A. Property Owner is the owner of **Lot 001, Block 003, Subdivision Birchcrest**, having a street address of **6100 Birchcrest Drive**, 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 14-4**.
- C. Property Owner has replaced their **sanitary sewer and water service line** 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 from **Highview Plumbing, Inc. 4301 Highview Place, Minnetonka, MN 55345**, (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2673** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2673** for the amount of **\$9,290.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$9,290.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 14-4**. 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 14-4**, 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.com • 651.976.0371 • Fax 651.976.0307

PROPERTY OWNER:

Craig S Gorski
Craig S Gorski

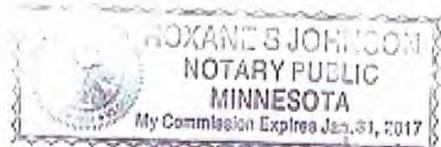
Lindsey K Gorski
Lindsey K Gorski

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 20 day of April, 2015
by Craig & Lindsey Gorski

Roxane S. Johnson
NOTARY PUBLIC

CITY OF EDINA



Roxane S. Johnson
4/20/15

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

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
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RNK.com