

# REPORT / RECOMMENDATION



**To:** MAYOR AND COUNCIL

**Agenda Item #:** IV. H.

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

**Action**

**Discussion**

**Date:** June 18, 2013

**Information**

**Subject:** Approve 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 2013 Neighborhood Roadway Reconstruction areas.

## **Information / Background:**

For the 2013 Neighborhood Roadway Reconstruction projects, residents in the Normandale Neighborhood project area were required to upgrade their sanitary sewer service line from the mainline to the right-of-way line and were encouraged to upgrade the entire line to their house, as well as their water service line. Residents in the other project areas were encouraged to do the same upgrades.

Residents requested that the extra cost be added to the special assessment for the project. Our City Attorney prepared the attached agreements, which adds this cost to the final special assessment cost which will be known at the end of the project.

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

## **Attachments:**

Public Improvement and Special Assessment Agreements:

- One – St. Patricks Lane Neighborhood
- Eight – Lake Edina Neighborhood
- Eleven – Normandale Neighborhood

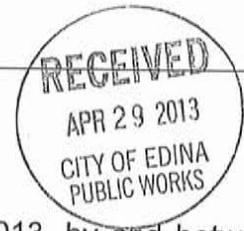
ST. PATRICKS LANE  
ASSESSMENT ROLL  
IMPROVEMENT NO. BA-396

PID	Lot	Block	Division	House No.	Street	City/State/Zip	Owner 1	Owner 2	REU	Street	Agreement No.	P.O. No.	Sewer	Water	Quote Amount	Invoice	Approved by City Council	Total Assessment (Street+Utility)
													Utility Upgrades					
0611621440045				6801	St. Patricks La	Edina, MN 55439	Gary Berg	Abigail Berg	1.00	\$ 10,829.17								
0611621440047				6805	St. Patricks La	Edina, MN 55439	James Huettl	Frances Huettl	1.00	\$ 10,829.17								
611621440048				6809	St. Patricks La	Edina, MN 55439	Areef Ishani	Shelina Ishani	1.00	\$ 10,829.17								
0611621440049				6813	St. Patricks La	Edina, MN 55439	Thomas Stoltman	Mary Stoltman	1.00	\$ 10,829.17								
0611621440050				6817	St. Patricks La	Edina, MN 55439	Edith Pauli	B Vonschmidt-Pauli	1.00	\$ 10,829.17								
0611621440004				6908-6820	St. Patricks La	Edina, MN 55439	Church Of St Patrick		5.40	\$ 58,477.50								
0611621440051	007	001	Elm View 1	6821	St. Patricks La	Edina, MN 55439	Marc Donnelly	Jennie Donnelly	1.00	\$ 10,829.17	1	2557	\$ 1,800.00		\$ 1,800.00	\$ 1,800.00		
0611621440052				6901	St. Patricks La	Edina, MN 55439	Roger Manthe	Kay Manthe	1.00	\$ 10,829.17								
0611621440053				6905	St. Patricks La	Edina, MN 55439	Peterme Ram	Lynn Ram	1.00	\$ 10,829.17								
0611621440054				6909	St. Patricks La	Edina, MN 55439	Joel Anderson	Amy Anderson	1.00	\$ 10,829.17								
													\$ 1,800.00		\$ 1,800.00			

St. Patrick's Lane Preliminary Total Cost	\$ 155,940.00
St. Patrick's Lane Total Assessment REU	14.40
Average Cost Per REU	\$ 10,829.17



PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT



1

AGREEMENT made this 26th day of April, 2013, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **MARC F. DONNELLY AND JENNIE E. DONNELLY**, husband and wife (the "Property Owners").

RECITALS

A. Property Owners are the owners of Lot 7, Block 1, Elm View 1<sup>st</sup> Addition, Hennepin County, Minnesota, having a street address of 6821 St. Patricks Lane, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-3**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of **\$1,800.00** (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45<sup>th</sup> Avenue South, Minneapolis, Minnesota 55406 (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2557 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2557 for the amount of **\$1,800.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$1,800.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-3**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-3**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

**PROPERTY OWNERS:**

  
\_\_\_\_\_

Marc F. Donnelly

  
\_\_\_\_\_

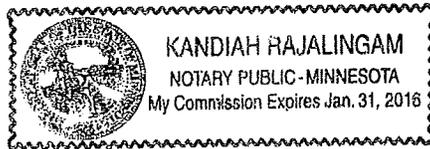
Jennie E. Donnelly

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of APRIL, 2013, by Marc F. Donnelly and Jennie E. Donnelly, husband and wife.

  
\_\_\_\_\_

NOTARY PUBLIC













LAKE EDINA NEIGHORHOOD ROADWAY RECONSTRUCTION  
CONTRACT ENG 13-4

PID	House No.	Street	City/State/Zip	Owner(s)	REU	Street	Sewer	Water	Quote Amount	P.O. No.	Agreement No.	Approved by City Council	Lot	Block	Subdivision	Invoice
3102824320019	7440	West Shore Dr	Edina, MN 55435	Timothy & Kristin Gibbs	1.00	\$ 12,500.00	\$ 6,370.00	\$ 2,950.00	\$ 9,320.00	2561	6		11	1	Lake Edina 3rd Addn	\$ 9,320.00
3102824320033	7441	West Shore Dr	Edina, MN 55435	William Hanson	1.00	\$ 12,500.00										
3102824320035	7444	West Shore Dr	Edina, MN 55435	Thomas & Cheryl Cooper	1.00	\$ 12,500.00										
3102824320032	7445	West Shore Dr	Edina, MN 55435	Paul & Marilyn Jensen	1.00	\$ 12,500.00										
3102824320036	7448	West Shore Dr	Edina, MN 55435	Marcia & Barry Morgan	1.00	\$ 12,500.00										
3102824320031	7449	West Shore Dr	Edina, MN 55435	Sarah & Joseph Stoutenburgh	1.00	\$ 12,500.00										
3102824320030	7453	West Shore Dr	Edina, MN 55435	Diana & David Helleman	1.00	\$ 12,500.00										
3102824320029	7457	West Shore Dr	Edina, MN 55435	William Hanson Jr & Felicity Hanson	1.00	\$ 12,500.00										
3102824330002	7461	West Shore Dr	Edina, MN 55435	Renee & Nick Hunzelman	1.00	\$ 12,500.00										
3102824330001	7465	West Shore Dr	Edina, MN 55435	Susan & Douglas Rachko	1.00	\$ 12,500.00										
3102824330027	7467	West Shore Dr	Edina, MN 55435	Patrice & David Darrell	0.80	\$ 10,000.00										
3102824330026	7469	West Shore Dr	Edina, MN 55435	Scott & Debora Whipple	0.80	\$ 10,000.00										
3102824330007	7501-03	West Shore Dr	Edina, MN 55435	Carl & Alice Olson	1.60	\$ 20,000.00										
3102824320028	7504	West Shore Dr	Edina, MN 55435	Eugene & Betty Connors	1.00	\$ 12,500.00										
3102824330024	7505-07	West Shore Dr	Edina, MN 55435	Nicole & Joseph Hulbert	1.60	\$ 20,000.00										
3102824330023	7509	West Shore Dr	Edina, MN 55435	Lillian Wai-Kwan Choi	0.80	\$ 10,000.00										
3102824330022	7511	West Shore Dr	Edina, MN 55435	Angela Overlin	0.80	\$ 10,000.00										
<b>Lake Edina Preliminary Total Cost</b>					<b>\$ 3,092,500</b>											
<b>Lake Edina Total Assessment REU</b>					<b>247.4</b>											<b>\$ 40,960.00</b>
<b>Average Cost Per REU</b>					<b>\$ 12,500.00</b>											
							<b>\$ 31,955.00</b>	<b>\$ 25,575.00</b>	<b>\$ 57,530.00</b>							



1

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 1<sup>st</sup> day of April, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **WILLIAM E. TOGSTAD II AND RUTH M. TOGSTAD**, husband and wife, (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of **Lot 19, Block 2, Lake Edina Addition, Hennepin County, Minnesota**, having a street address of **4908 Aspasia Lane**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-4**.

C. Property Owners have replaced their **utility service line(s)** and have 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 Owners received a quote of **\$6,870.00** (the "Project Cost") from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2550** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2550** for the amount of **\$6,870.00**. 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 **\$6,870.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-4**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-4**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

PROPERTY OWNERS:

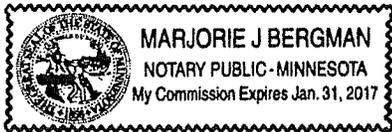
William E. Togstad  
William E. Togstad II

Ruth M. Togstad  
Ruth M. Togstad

STATE OF MINNESOTA )  
  )ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 1ST day of APRIL, 2013, by William E. Togstad II and Ruth M. Togstad, husband and wife.

Marjorie 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 \_\_\_\_\_, 2013, 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:cjh

Revised Feb. 2013



**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 1<sup>st</sup> day of April, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **STEVEN CURRY AND LESLIE CURRY**, husband and wife, (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of **Lot 4, Block 4, Lake Edina 4<sup>th</sup> Addition, Hennepin County, Minnesota**, having a street address of **7411 Kellogg Avenue**, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-4**.

C. Property Owners have replaced their **utility service line(s)** and have 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 Owners received a quote of **\$3,890.00** (the "Project Cost") from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, Minnesota 55345** (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2551** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2551** for the amount of **\$3,890.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$3,890.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-4**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-4**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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



CITY OF EDINA

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

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

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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:cjh

Revised Feb. 2013



**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 9<sup>th</sup> day of May, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **ALLAN W. GIESE and LORI GIESE**, husband and wife (the "Property Owners").

**RECITALS**

A. Property Owners are the Contract Vendees under a Contract for Deed dated January 31, 2011, with Edna C. Boehnke, as Contract Vendor, on property legally described as Lot 4, Block 2, Lake Edina Addition, Hennepin County, Minnesota, having a street address of 4901 Larkspur Lane, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-4**.

C. Property Owners have replaced their utility service line(s) and have requested that the City assess the cost of the Public Improvement against the Subject Property.

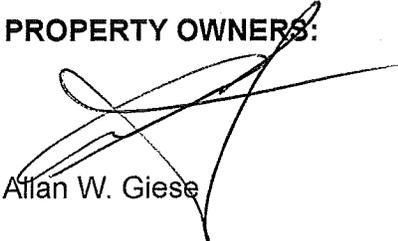
**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS  
THE PARTIES AGREE AS FOLLOWS:**

1. **PUBLIC IMPROVEMENT.** The Owners received a quote of **\$6,665.00** (the "Project Cost") from **Ouverson Sewer & Water, Inc., P.O. Box 247, Loretto, MN 55357** (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2553** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2553** for the amount of **\$6,665.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

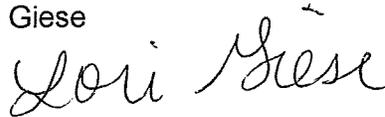
2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$6,665.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-4**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-4**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

**PROPERTY OWNERS:**

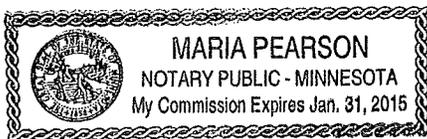
  
Allan W. Giese

Lori Giese



STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of MAY, 2013, by Allan W. Giese and Lori Giese, husband and wife.



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

CITY OF EDINA

BY: \_\_\_\_\_

James B. Hovland, Mayor

(SEAL)

AND \_\_\_\_\_

Scott H. Neal, City Manager

STATE OF MINNESOTA )

)ss.

COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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: 651-452-5000  
RNK:cjh

**FEE OWNER/CONTRACT VENDOR CONSENT  
TO  
PUBLIC IMPROVEMENT AND  
SPECIAL ASSESSMENT AGREEMENT**

**EDNA C. BOEHNKE**, a single person, Fee Owner and Contract Vendor on all or part of the property more particularly described in the foregoing Public Improvement and Special Assessment Agreement, which Contract for Deed is dated January 31, 2011, recorded February 24, 2011, as Document No. A9628369 with the office of the County Recorder, Hennepin County, Minnesota, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby join in, consents, and is subject to the foregoing Public Improvement and Special Assessment Agreement.

Dated this 9 day of May, 2013.

*Edna C. Boehnke*

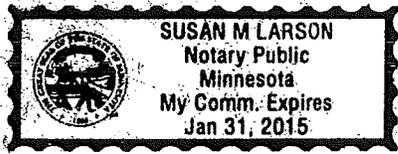
Edna C. Boehnke

STATE OF MINNESOTA )

)ss.

COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2013, by Edna C. Boehnke, a single person.



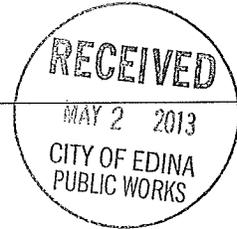
*Susan Larson*

NOTARY PUBLIC

DRAFTED BY:  
CAMPBELL KNUTSON  
*Professional Association*  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
651-4525000  
RNK:cjh

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**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 30<sup>th</sup> day of April, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **JASON PETERSON AND ELISABETH PETERSON**, husband and wife (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of Lot 20, Block 4, Lake Edina 2<sup>nd</sup> Addition, Hennepin County, Minnesota, having a street address of 4709 Hibiscus Avenue, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-4**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of **\$2,695.00** (the "Project Cost") from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, Minnesota 55345** (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2555** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2555** for the amount of **\$2,695.00**. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of **\$2,695.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-4**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-4**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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







PUBLIC IMPROVEMENT AND SPECIAL ASSESSMENT AGREEMENT



5

AGREEMENT made this 25th day of April, 2013, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and JAMES L. MADER AND LYNDA G. MADER, husband and wife (the "Property Owners").

RECITALS

A. Property Owners are the owners of Lot 8, Block 4, Lake Edina 2nd Addition, Hennepin County, Minnesota, having a street address of 4757 Hibiscus Avenue, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-4.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of \$3,725.00 (the "Project Cost") from Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, Minnesota 55345 (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2559 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2559 for the amount of \$3,725.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. SPECIAL ASSESSMENT. The City will assess the Project Cost in the amount of \$3,725.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. ENG 13-4. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. ENG 13-4, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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







6

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 29<sup>th</sup> day of April, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **TIMOTHY P. GIBBS AND KRISTIN M. GIBBS**, husband and wife (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of Lot 11, Block 1, Lake Edina 3<sup>rd</sup> Addition, Hennepin County, Minnesota, having a street address of 7440 West Shore Drive, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-4**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of **\$9,320.00** (the "Project Cost") from **Benjamin Franklin Plumbing, 1424 3<sup>rd</sup> Street North, Minneapolis, Minnesota 55411** (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2561** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2561** for the amount of **\$9,320.00**. 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 **\$9,320.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-4**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-4**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

PROPERTY OWNERS:

*T.P.G.*

\_\_\_\_\_  
Timothy P. Gibbs

*Kristin M. Gibbs*

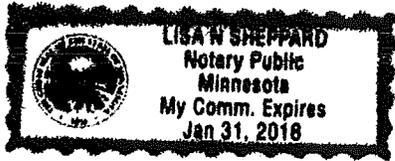
\_\_\_\_\_  
Kristin M. Gibbs

STATE OF MINNESOTA )

COUNTY OF Hennepin )ss.

The foregoing instrument was acknowledged before me this 29 day of April, 2013, by Timothy P. Gibbs and Kristin M. Gibbs, husband and wife.

*Lisa W. Sheppard*  
\_\_\_\_\_  
NOTARY PUBLIC







**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 29<sup>th</sup> day of May, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **RICHARD J. RAMING JR. AND GINNA L. RAMING** husband and wife (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of Lot 11, Block 3, Lake Edina 2nd Addition, Hennepin County, Minnesota, having a street address of 7240 Monardo Lane, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-4**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of **\$5,420.00** (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406 (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2570 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2570 for the amount of **\$5,420.00**. 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 **\$5,420.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-4**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-4**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject







**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 5<sup>th</sup> day of June, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **KATHLEEN A. AMLAW**, a single person (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 1, Block 1, Lake Edina Addition, having a street address of 4820 Larkspur Lane, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owner replace the existing sewer service line(s) from the trunk sanitary sewer pipe to the right-of-way line on the Subject Property ("Public Improvement") and also consider replacing water service line from the stop box in conjunction with City Project No. **ENG 13-4**.

C. Property Owner has replaced her utility service line(s) and has requested that the City assess the cost of the Public Improvement against the Subject Property.

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

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$2,395.00** (the "Project Cost") from **Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, MN 55345** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2571** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2571** for the amount of **\$2,395.00**. 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 **\$2,395.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-4**. 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 13-4**, 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.

*[Remainder of Page Intentionally Left Blank.]*





NORMANDALE NEIGHBORHOOD ROADWAY RECONSTRUCTION  
CONTRACT ENG 13-2

PID	HOUSE NO.	STREET	CITY/STATE/ZIP	OWNER 1	OWNER 2	Water	Sewer	Quote Amount	P.O. No.	Agreement No.	Approved by City Council	Lot	Block	Subdivision	Invoice
						Utility Upgrades									
3002824230003	4717	64th St W	Edina, MN 55435	Scott Cullen	Constance Cullen										
3002824230089	4841	64th St W	Edina, MN 55435	David Quello	Mary Quello										
3002824220001	4850	64th St W	Edina, MN 55435	Jesse Oachs											
3002824220002	4860	64th St W	Edina, MN 55435	Sara Ann Harkess											
3002824220049	6317	Parnell Ave	Edina, MN 55435	Andrew Carcione	Eva Carcione										
3002824220048	6321	Parnell Ave	Edina, MN 55435	Marc Wertwijn	Patricia Wertwijn										
3002824220037	6324	Parnell Ave	Edina, MN 55435	Philip Dugan	Thais Dugan										
3002824220047	6325	Parnell Ave	Edina, MN 55435	Robert J Have		\$ 2,400.00		\$ 2,400.00	2562	4				Replat of Block 9, Normandale	\$2,400.00
3002824220039	6332	Parnell Ave	Edina, MN 55435	Faye S Rood								008	001		
3002824230071	6400	Parnell Ave	Edina, MN 55435	Paul Turney	Mary Turney										
3002824230005	6401	Parnell Ave	Edina, MN 55435	Todd Cullen	Nancy Cullen										
3002824230016	6408	Parnell Ave	Edina, MN 55435	Patrick Ryan	Rebecca Greig										
3002824230004	6409	Parnell Ave	Edina, MN 55435	Theodore Stortz	Barbara Stortz										
3002824230018	6416	Parnell Ave	Edina, MN 55435	Aleksandar Bekric	Violeta Rflog-Bekric										
3002824230012	6417	Parnell Ave	Edina, MN 55435	Donald Lennes	Patricia Lennes										
3002824230020	6424	Parnell Ave	Edina, MN 55435	Kenneth Salberg	Jill Salberg										
3002824230073	6425	Parnell Ave	Edina, MN 55435	Mark Helgren	Kelly Leinfelder-Helgren										
3002824230021	6432	Parnell Ave	Edina, MN 55435	Vincent Settergren	Ramona Settergren										
3002824230013	6433	Parnell Ave	Edina, MN 55435	Daniel Moffatt	Debra Moffatt										
3002824230047	6500	Parnell Ave	Edina, MN 55435	Robert Keller	Ann Orchard										
3002824230069	6501	Parnell Ave	Edina, MN 55435	Gary Cheezig	Kirsten Cheezig										
3002824230086	6508	Parnell Ave	Edina, MN 55435	Mark Lawrence	Nancy Lawrence										
3002824230068	6509	Parnell Ave	Edina, MN 55435	Ralph Peterson	Mary Peterson										
3002824230050	6516	Parnell Ave	Edina, MN 55435	Kunyan Yang	Yuming Neng										
3002824230067	6517	Parnell Ave	Edina, MN 55435	Anthony Rubin	Allison Rubin										
3002824230066	6525	Parnell Ave	Edina, MN 55435	John Thomas	Deborah Thomas										
3002824230083	6526	Parnell Ave	Edina, MN 55435	Gary Hildebrand	Deborah Hildebrand										
3002824230060	6529	Parnell Ave	Edina, MN 55435	Wayne Swanson	Darlene Swanson										
3002824230061	6533	Parnell Ave	Edina, MN 55435	Robert Winder	Helen Winder										
3002824220034	6324	Ryan Ave	Edina, MN 55435	John G Fassbender											
3002824220057	6325	Ryan Ave	Edina, MN 55435	Richard Ahl	Delores Ahl										
3002824220035	6332	Ryan Ave	Edina, MN 55435	John Kohler	Kathleen H Kohler										
3002824220040	6333	Ryan Ave	Edina, MN 55435	Barbara J Vogt											
3002824230070	6401	Ryan Ave	Edina, MN 55435	Kenneth Ohaeri	Nagwa Ohaeri										
3002824230025	6408	Ryan Ave	Edina, MN 55435	Michael Elko	Elizabeth Delap										
3002824230015	6409	Ryan Ave	Edina, MN 55435	Robert M Rolschau											
3002824230026	6416	Ryan Ave	Edina, MN 55435	Thomas Pavek	Mary Pavek										
3002824230017	6417	Ryan Ave	Edina, MN 55435	Peter Snell	Kathleen Snell	\$ 5,600.00		\$ 5,600.00	2564	10					\$5,320.00 5% Disc.
3002824230029	6424	Ryan Ave	Edina, MN 55435	Kouatli A Walid								3	13	Normandale	
3002824230019	6425	Ryan Ave	Edina, MN 55435	Roberta Jo Swenson											
3002824230030	6432	Ryan Ave	Edina, MN 55435	Donald Johnson	Beverly Johnson										
3002824230022	6433	Ryan Ave	Edina, MN 55435	Jack L Ovick											
3002824230041	6500	Ryan Ave	Edina, MN 55435	Mark Schiefelbein											
3002824230048	6501	Ryan Ave	Edina, MN 55435	Michael Dobies	Ellen Dobies	\$ 2,330.00	\$ 2,490.00	\$ 4,820.00	2563	5		1	18	Normandale	\$4,820.00
3002824230043	6508	Ryan Ave	Edina, MN 55435	Robert Sherwin	Joan Sherwin										
3002824230085	6509	Ryan Ave	Edina, MN 55435	Kenneth Chavis	Geraldine Chavis										
3002824230046	6512	Ryan Ave	Edina, MN 55435	John Opsahl	Diane Opsahl										
3002824230081	6517	Ryan Ave	Edina, MN 55435	Charles Sedgwick	Bette Sedgwick										
3002824230032	6400	Sherwood Ave	Edina, MN 55435	Lillian C Carteng		\$ 1,500.00		\$ 1,500.00	2565	6		1	15	Normandale	\$1,500.00
3002824230088	6401	Sherwood Ave	Edina, MN 55435	Mohamed Ibrahim											

NORMANDALE NEIGHBORHOOD ROADWAY RECONSTRUCTION  
CONTRACT ENG 13-2

PID	HOUSE NO.	STREET	CITY/STATE/ZIP	OWNER 1	OWNER 2	Water	Sewer	Quote Amount	P.O. No.	Agreement No.	Approved by City Council	Lot	Block	Subdivision	Invoice
						Utility Upgrades									
3002824230033	6408	Sherwood Ave	Edina, MN 55435	Leonard Gaer	Audre Gaer		\$ 1,795.00	\$1,795.00	2556	2		2	15	Normandale	\$1,795.00
3002824230024	6409	Sherwood Ave	Edina, MN 55435	Joseph Maley	Luella Maley		\$ 1,500.00	\$1,500.00	2560	3		2	14	Normandale	\$1,500.00
3002824230034	**6412	Sherwood Ave	Edina, MN 55435	Mohammad Hassanzadeh											
3002824230035	6416	Sherwood Ave	Edina, MN 55435	Claudia P Biancaiana											
3002824230027	6417	Sherwood Ave	Edina, MN 55435	Mark Fretland	Cindy Fretland		\$ 1,500.00	\$1,500.00	2566	7		3	14	Normandale	\$1,500.00
3002824230072	6424	Sherwood Ave	Edina, MN 55435	John Devries	Marilyn Devries										
3002824230028	6425	Sherwood Ave	Edina, MN 55435	Rebecca J Burman											
3002824230002	6432	Sherwood Ave	Edina, MN 55435	Sherwood House LLC											
3002824230031	6433	Sherwood Ave	Edina, MN 55435	Nicholas Moody	Jennifer Moody										
3002824230078	6500	Sherwood Ave	Edina, MN 55435	Eugene Anderson	Ruth Anderson										
3002824230042	6501	Sherwood Ave	Edina, MN 55435	Joseph Carpenter	Kara Carpenter		\$ 1,895.00	\$1,895.00	2568	11		1	17	Normandale	\$1,895.00
3002824230079	6508	Sherwood Ave	Edina, MN 55435	William Behning	Carol Behning										
3002824230044	6509	Sherwood Ave	Edina, MN 55435	Gary Matson											
3002824230080	6512	Sherwood Ave	Edina, MN 55435	Harold Lundin	Marguerite Lundin										
3002824230037	6516	Sherwood Ave	Edina, MN 55435	Gail Huwe			\$ 5,700.00	\$5,700.00	2552	1			016	Normandale	\$5,700.00
3002824230045	6517	Sherwood Ave	Edina, MN 55435	Reid R Thompson	Carlie Augustine-Thompson		\$ 1,500.00	\$1,500.00	2569	9		3	17	Normandale	\$1,500.00
3002824230038	6524	Sherwood Ave	Edina, MN 55435	Lisa K Boone											
3002824230057	6525	Sherwood Ave	Edina, MN 55435	Allen Johnson			\$ 1,500.00	\$1,500.00	2567	8		1	1	Normandale Addn-Miller Replat	\$1,500.00
3002824230087	6528	Sherwood Ave	Edina, MN 55435	Branko Kastratovich	Vera Kastratovich										
3002824230059	6533	Sherwood Ave	Edina, MN 55435	Marc Ungerman	Lisa Ungerman										
3002824220045	6320	West Shore Dr	Edina, MN 55435	Donald Stang	Sandra Stang										
3002824220046	*6324	West Shore Dr	Edina, MN 55435	Thomas Schoening	Constance Schoening										
3002824230074	6404	West Shore Dr	Edina, MN 55435	Roy E Olson											
3002824230075	6408	West Shore Dr	Edina, MN 55435	Nancy A Kermath											
3002824230076	6412	West Shore Dr	Edina, MN 55435	Randall Pratt											
3002824230077	6416	West Shore Dr	Edina, MN 55435	Dale Kattleman	Patricia Kattleman										
3002824230014	6432	West Shore Dr	Edina, MN 55435	Michael Montgomery	Beth Montgomery										
3002824230062	6500	West Shore Dr	Edina, MN 55435	Gary Rosen	Diana Rosen										
3002824230063	6508	West Shore Dr	Edina, MN 55435	Rosemary Kostick											
3002824230064	6516	West Shore Dr	Edina, MN 55435	Scott Forbes	Barbara Kunz										
3002824230065	6524	West Shore Dr	Edina, MN 55435	Christopher Grimes	Stephanie Grimes										
3002824230090	6532	West Shore Dr	Edina, MN 55435	Wesley Torsch	Mary Torsch										
3002824230009				City of Edina											
**3/12/13 Chad confirmed does not need to upgrade sewer; no assessment; pipe in good condition.						\$ 2,330.00	\$27,380.00	\$29,710.00							
*3/22/13 email from Tobv - cast iron - no upgrade needed.													\$29,430.00		



1

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**



**AGREEMENT** made this 1st day of April, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **GAIL P. HUWE**, a single person (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of property legally described on the attached Exhibit A, having a street address of 6516 Sherwood 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 13-2**.

C. Property Owner has replaced their utility service line(s) and has requested that the City assess the cost of the Public Improvement against the Subject Property.

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

**1. PUBLIC IMPROVEMENT.** The Owner received a quote of **\$5,700.00** (the "Project Cost") from **Benjamin Franklin, 1424 3rd St No., Minneapolis, MN 55411** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2552** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2552** for the amount of **\$5,700.00**. 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 **\$5,700.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. 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 13-2**, 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.



CITY OF EDINA

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

(SEAL)

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

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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: 651-452-5000  
RNK:cjh

**EXHIBIT A  
TO  
PUBLIC IMPROVEMENT AND  
SPECIAL ASSESSMENT AGREEMENT**

All of the East 1/2 of Lot 3 except the North 40.45 feet thereof, and the North 10 feet of the East 1/2 of Lot 4, Block 16, "Normandale", according to the recorded plat thereof on file and of record in the office of the County Recorder in and for said County of Hennepin, State of Minnesota.



**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 23rd day of April, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **LEONARD J. GAER AND AUDRE L. GAER**, husband and wife (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of real property legally described on Exhibit A attached hereto, having a street address of 6408 Sherwood Avenue, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-2**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of \$1,795.00 (the "Project Cost") from Highview Plumbing, Inc., 4301 Highview Place, Minnetonka, Minnesota 55345 (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2556 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2556 for the amount of \$1,795.00. 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 \$1,795.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-2**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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







**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 6<sup>th</sup> day of May, 2013, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and J. J. MALEY AND LUELLA E. MALEY, TRUSTEES UNDER THE MALEY LIVING TRUST, DATED SEPTEMBER 2, 2003 (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of the West ½ of Lot 2, Block 14, Normandale, Hennepin County, Minnesota, having a street address of 6409 Sherwood Avenue, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-2**.

C. Property Owner has replaced their utility service line(s) and has requested that the City assess the cost of the Public Improvement against the Subject Property.

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

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of **\$1,500.00** (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45<sup>th</sup> Avenue South, Minneapolis, Minnesota 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. 2560 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2560 for the amount of **\$1,500.00**. 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 **\$1,500.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. 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 13-2**, 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:  
MALEY LIVING TRUST,  
DATED SEPTEMBER 2, 2003

By: J. J. Maley  
J. J. Maley, Trustee

By: Luella E. Maley  
Luella E. Maley

STATE OF MINNESOTA )  
COUNTY OF Hennepin )ss.

The foregoing instrument was acknowledged before me this 6th day of May, 2013, by J. J. Maley and Luella E. Maley, Trustees under the Maley Living Trust, dated September 2, 2003.

Sharon M. Allison  
NOTARY PUBLIC







- (b) are the only Trustees required by the provisions of the Trust Instrument to execute and deliver such an instrument.
4. The Trust has not terminated or been revoked.
  5. There has been no amendment to the Trust Instrument which limits the power of the Trustees to execute and deliver the instrument described in paragraph 3.
  6. The Trust is not supervised by any Court.
  7. Affiants do not have actual knowledge of any facts indicating the Trust is invalid.

**SIGNATURE OF TRUSTEES:**

J. J. Maley  
J. J. Maley

Luella E. Maley  
Luella E. Maley

Subscribed and sworn to before me  
this 6th day of May, 2013.

Sharon M. Allison  
Notary Public



**THIS INSTRUMENT WAS DRAFTED BY:**

Campbell Knutson  
Professional Association  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
(651) 452-5000  
AMP/cjh



4

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 7<sup>th</sup> day of May, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **ROBERT J. HAVE**, a single person (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 8, Block 1, Replat of Block 9, Normandale, Hennepin County, Minnesota, having a street address of 6325 Parnell Avenue South, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-2**.

C. Property Owner has replaced their utility service line(s) and has requested that the City assess the cost of the Public Improvement against the Subject Property.

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

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of \$2,400.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45<sup>th</sup> Avenue South, Minneapolis, Minnesota 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. 2562 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2562 for the amount of \$2,400.00. The City is in receipt of a lien waiver for the work performed and will pay the Contractor.

2. **SPECIAL ASSESSMENT.** The City will assess the Project Cost in the amount of \$2,400.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. 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 13-2**, 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:  
Robert J. Have  
Robert J. Have

STATE OF MINNESOTA )  
COUNTY OF Hennepin )ss.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2013, by Robert J. Have, a single person.

Sharon M. Allison  
NOTARY PUBLIC

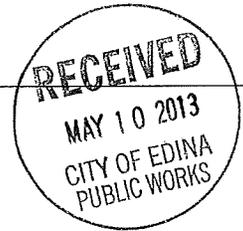






**PUBLIC IMPROVEMENT**

**AND  
SPECIAL ASSESSMENT AGREEMENT**



AGREEMENT made this 10<sup>th</sup> day of MAY, 2013, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and **MICHAEL S. DOBIES AND ELLEN S. DOBIES**, husband and wife (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of the West 1/2 of Lot 1, as measured along the North and South lines thereof, Block 18, Normandale, Hennepin County, Minnesota, having a street address of 6501 Ryan Avenue, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-2**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of \$4,820.00 (the "Project Cost") from Aqua City Plumbing Inc., 7701 Pillsbury Avenue South, Richfield, Minnesota 55423 (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2563 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2563 for the amount of \$4,820.00. 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 \$4,820.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-2**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

**PROPERTY OWNERS:**

*Michael S. Dobies*

Michael S. Dobies

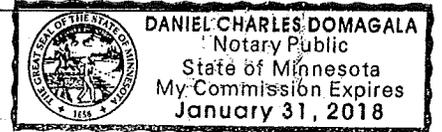
*Ellen S. Dobies*

Ellen S. Dobies

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF NEENAWEPIN )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of MAY, 2013, by Michael S. Dobies and Ellen S. Dobies, husband and wife.

*[Signature]*  
NOTARY PUBLIC







6

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

AGREEMENT made this 10th day of May, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **LILLIAN C. CARTENG**, a single person (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of the East 1/2 of Lot 1, Block 15, Normandale, Hennepin County, Minnesota, having a street address of 6400 Sherwood 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 13-2**.

C. Property Owner has replaced his utility service line(s) and has requested that the City assess the cost of the Public Improvement against the Subject Property.

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

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of **\$1,500.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45<sup>th</sup> Avenue South, Minneapolis, Minnesota 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. 2565** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2565** for the amount of **\$1,500.00**. 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 **\$1,500.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. 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 13-2**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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







PUBLIC IMPROVEMENT

7

SPECIAL ASSESSMENT AGREEMENT

AGREEMENT made this 14 day of May, 2013, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and MARK C. FRETLAND AND CINDY K. FRETLAND, husband and wife (the "Property Owners").

RECITALS

A. Property Owners are the owners of the West ½ of Lot 3, Block 14, Normandale, Hennepin County, Minnesota, having a street address of 6417 Sherwood Avenue, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-2**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of \$1,500.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45<sup>th</sup> Avenue South, Minneapolis, Minnesota 55406 (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2566 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2566 for the amount of \$1,500.00. 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 \$1,500.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-2**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

**PROPERTY OWNERS:**

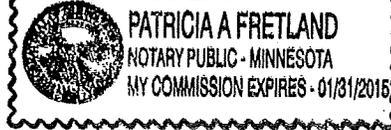
Mark C. Fretland  
Mark C. Fretland

Cindy K. Fretland  
Cindy K. Fretland

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF Hennepin    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2013, by Mark C. Fretland and Cindy K. Fretland, husband and wife.

Patricia A. Fretland  
NOTARY PUBLIC







8

**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 13<sup>th</sup> day of May, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **ALLEN C. JOHNSON**, a single person (the "Property Owner").

**RECITALS**

A. Property Owner is the owner of Lot 1, Block 1, Normandale Addition-Miller Replat, Hennepin County, Minnesota, having a street address of 6525 Sherwood 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 13-2**.

C. Property Owner has replaced his utility service line(s) and has requested that the City assess the cost of the Public Improvement against the Subject Property.

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

1. **PUBLIC IMPROVEMENT.** The Owner received a quote of \$1,500.00 (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45<sup>th</sup> Avenue South, Minneapolis, Minnesota 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. 2567 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2567 for the amount of \$1,500.00. 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 \$1,500.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. 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 13-2**, 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.

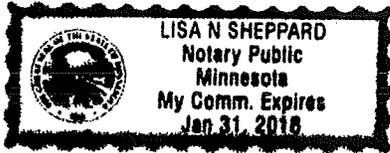
PROPERTY OWNER:

Allen C. Johnson  
Allen C. Johnson

STATE OF MINNESOTA )  
COUNTY OF Hennepin )ss.

The foregoing instrument was acknowledged before me this 13 day of May, 2013, by Allen C. Johnson, a single person.

Lisa N Sheppard  
NOTARY PUBLIC







**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 17<sup>th</sup> day of May, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **REID R. THOMPSON AND CARLI AUGUSTINE-THOMPSON**, husband and wife (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of the Westerly 122.94 feet of Lot 3, Block 17, Normandale, Hennepin County, Minnesota, having a street address of 6517 Sherwood Avenue, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-2**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of **\$1,500.00** (the "Project Cost") from **Minneapolis & Suburban Sewer & Water, 3233 45th Ave. So., Minneapolis, MN 55406** (the "Contractor") to construct the Public Improvement. Property Owner entered into a contract with the Contractor to construct the Public Improvement and **Purchase Order No. 2569** was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to **Purchase Order No. 2569** for the amount of **\$1,500.00**. 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 **\$1,500.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public

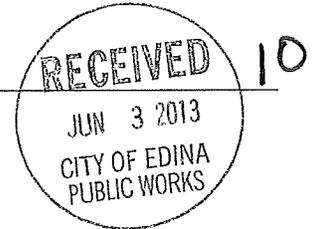






PUBLIC IMPROVEMENT

AND  
SPECIAL ASSESSMENT AGREEMENT



AGREEMENT made this 30<sup>th</sup> day of May, 2013, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and PETER J. SNELL AND KATHLEEN S. SNELL, husband and wife (the "Property Owners").

RECITALS

A. Property Owners are the owners of the West 123 feet of Lot 3, Block 13, Normandale, Hennepin County, Minnesota, having a street address of 6417 Ryan Avenue, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-2**.

C. Property Owners have replaced their utility service line(s) and have 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 Owners received a quote of **\$5,600.00** (the "Project Cost") from Minneapolis & Suburban Sewer & Water, 3233 45<sup>th</sup> Avenue South, Minneapolis, Minnesota 55406 (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2564 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2564 for the amount of **\$5,320.00**. 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 **\$5,320.00** against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-2**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

PROPERTY OWNERS:

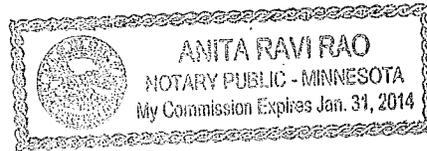
Peter J. Snell  
Peter J. Snell

Kathleen S. Snell  
Kathleen S. Snell

STATE OF MINNESOTA )  
COUNTY OF Hennepin )ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2013, by Peter J. Snell and Kathleen S. Snell, husband and wife.

Anita Ravi Rao  
NOTARY PUBLIC







**PUBLIC IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT**

**AGREEMENT** made this 30<sup>th</sup> day of May, 2013, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **JOSEPH S. CARPENTER AND KARA L. CARPENTER**, husband and wife (the "Property Owners").

**RECITALS**

A. Property Owners are the owners of that part of Lot 1, lying West of the East 100 feet thereof, Block 17, Normandale, Hennepin County, Minnesota, having a street address of 6501 Sherwood Avenue, Edina, Minnesota (the "Subject Property").

B. The City has requested that Property Owners 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 13-2**.

C. Property Owners have replaced their utility service line(s) and have 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:**

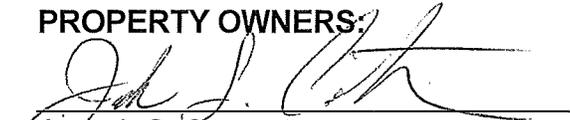
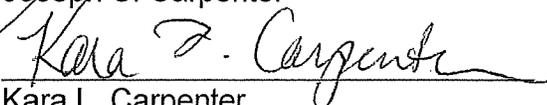
**1. PUBLIC IMPROVEMENT.** The Owners received a quote of \$1,895.00 (the "Project Cost") from Highview Plumbing, Inc., 4301 Highview Pl, Minnetonka, MN 55345 (the "Contractor") to construct the Public Improvement. Property Owners entered into a contract with the Contractor to construct the Public Improvement and Purchase Order No. 2568 was issued to the Contractor. The work is completed and the Contractor has submitted an invoice to the City referring to Purchase Order No. 2568 for the amount of \$1,895.00. 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 \$1,895.00 against the Subject Property. The Project Cost will be assessed under the same terms as City Project No. **ENG 13-2**. The Property Owners waive any and all procedural and substantive objections to the special assessments and to the Public Improvement and to City Project No. **ENG 13-2**, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Subject

Property. The Property Owners waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

**PROPERTY OWNERS:**

  
Joseph S. Carpenter  
  
Kara L. Carpenter

STATE OF MINNESOTA )  
COUNTY OF Hennepin )<sup>ss.</sup>

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of MAY, 2013, by Joseph S. Carpenter and Kara L. Carpenter, husband and wife.

  
NOTARY PUBLIC

