

**PRELIMINARY FEE ESCROW AGREEMENT  
FOR PROVISION OF CONSULTING SERVICES IN CONNECTION WITH  
PUBLIC IMPROVEMENT PROJECT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Lake Elmo, a Minnesota municipality organized under the laws of the State of Minnesota (hereinafter referred to as “City”) and Lennar, a \_\_\_\_\_ (hereinafter referred to as “Lennar”).

WITNESS:

WHEREAS, Lennar has requested that the City undertake preliminary consideration of a public improvement project which involves the expense of staff review and preparation, the cost of which Lennar is willing to pay.

NOW, THEREFORE, BE IT AGREED as follows:

1. Lennar shall deposit the sum of \$112,000 as an escrow to secure payment of City consulting fees. Lennar shall refresh the escrow upon request of the City.
2. The City shall apply said funds to pay reasonable costs incurred by the City in connection with its review and processing of a public improvement project, including, but not limited to the preparation of a Feasibility Report and the Preparation of Plans and Specifications for the installation of public water and sewer to serve the properties in the south half of Section 34, Township 29 North, Range 21 West.
3. The City shall provided detailed monthly invoices identifying its services performed and may apply the escrow to pay those costs incurred.
4. This agreement may be replaced and superseded by a development agreement between the City and Lennar providing for handling of costs and escrow.
5. This agreement shall constitute the entire agreement of the parties on the matters set forth herein.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year above first written and the same shall be equally binding on each of the parties, their successors and assigns.

**CITY OF LAKE ELMO**

\_\_\_\_\_  
By: Dean Zuleger  
Its: City Administrator

\_\_\_\_\_  
Attest: Adam Bell, Clerk

**LENNAR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_