
Return To:
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JOHNSON / TURNER ATTORNEYS AT LAW
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Forest Lake, MN 55025

DRAFT – NOVEMBER 14, 2014

**CITY OF LAKE ELMO
WASHINGTON COUNTY, MINNESOTA**

ASSESSMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, 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 Scott and Cindy Baerman, owners of the property located at 2832 Legion Avenue N., Lake Elmo MN, 55042 (hereinafter referred to as "Applicant").

WITNESS:

WHEREAS, the City Council of the City has, by council action taken on _____ approved a request by Applicant to connect to the City's 201 Wastewater Treatment System, Remote A located on Legion Avenue North due to a noncompliant system located on their property; and,

WHEREAS, it is the policy of the City to enter into development contracts as contemplated in Minnesota Statutes §462.358, Subd. 2(a); and,

WHEREAS, the parties hereto desire to set forth their respective rights and obligations.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions contained herein, it is agreed by the parties hereto as follows:

1. The Council has approved the Applicant's request to connect to the Remote A 201 wastewater treatment system for a treatment system buy-in cost of \$7,520 to be paid before the connection is made.

2. The applicant is responsible for performing the work and incurring all costs for constructing their sanitary sewer service line and connecting to the City's 2.5-inch low pressure forcemain located within the right of way of Legion Avenue North.

3. The applicant must retain a licensed contractor and obtain a sewer connection permit before commencing the work. The sewer connection permit must include a scaled drawing showing the work to be performed in accordance with the state building code requirements, including curb stop and valve locations, to be reviewed and approved by the City Building Official.

4. At the time that the City notifies the Applicant that the public sanitary sewer is or was made available, then the Applicant shall, within six (6) months, connect to public sanitary sewer. Applicant agrees that in connection with any assessment proceeding, the value conferred on the Applicant's property by the availability of public sewer shall be determined based upon the fact that no permanent septic system serves the property and that the 201 wastewater treatment system connection is temporary and would no longer be useable once sanitary sewer is furnished to the property.

5. Warranty of Title. Applicant warrants and represents to the City that it is the fee owner(s) of the Subject Parcel described herein and that it has authority to execute this Assessment Agreement and agree to the conditions hereof.

6. Binding Effect. This Agreement shall be deemed to be a restrictive covenant and the terms and conditions hereof shall run with the lands described herein, and be binding on and inure

to the benefit of the heirs, representatives and assigns of the parties hereto, and shall be binding upon all future owners of all or any part of the subject property, and shall be deemed covenants running with the land. Reference herein to the Applicant, if there be more than one, shall mean each and all of them.

This Agreement shall be placed of record so as to give notice hereof to subsequent purchasers, the cost of said recording shall be borne by the Applicant and charged against the escrow account.

7. Notices. Any notice or other communication that either party wishes or must give to the other shall be deemed duly given: (i) on the date of personal delivery or (ii) two (2) days following mailing by certified mail, postage prepaid, return receipt requested, to the following addresses of the parties or to such other address as either party shall designate to the other:

City of Lake Elmo:

Adam Bell, City Clerk
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

Applicant:

Scott and Cindy Baerman
2832 Legion Avenue North
Lake Elmo, MN 55042

8. Governing Law. This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.

9. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes all prior agreements and understandings between the parties with respect to the matters contained herein.

10. Amendment, Modification or Waiver. No amendment, modification or waiver of

any condition, provision or term herein shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by a duly authorized representative thereof and specifying with particularity the extent and nature of such amendment, modification and waiver.

IN WITNESS WHEREOF, the City and Applicant have caused this Agreement to be duly executed on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE(S)]

APPLICANT

Scott Baerman

Cindy Baerman

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2014, before me, a Notary Public, within and for said County and State, personally appeared Scott Baerman and Cindy Baerman, husband and wife, who signed the foregoing instrument and acknowledged said instrument to be their free act and deed.

Notary Public

EXHIBIT A

EXHIBIT B