

OWNERSHIP AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, by and between the CITY OF LAKE ELMO, a Minnesota municipality (hereinafter “City”), and Matt Schleicher and Barbara Schleicher, husband and wife, (hereinafter “Owner”) and their successors in title.

WHEREAS, Owner is the owner of the real property located in the City of Lake Elmo, Washington County, Minnesota, legally described on the attached Exhibit A (“Property”);

WHEREAS, Owner desires to install a fence (“Fence”) on the Property. Owner and City intend that Owner shall be responsible for maintaining, repairing and replacing the fence.

WHEREAS, the City has reviewed plans and specifications dated April 2016, prepared by Midwest Fence (the “Plans and Specifications”) for conformance to City Standards;

NOW, THEREFORE, the parties hereto agree as follows:

1. Owner is authorized by the City to install the Fence in accordance with the Plans and Specifications.
2. The Fence shall be the sole and exclusive property and responsibility of Owner and shall not be a public fence whether or not the Fence is located within a publicly dedicated easement on the Property.
3. Owner shall, at its sole cost, maintain, repair and replace the Fence as needed, and agrees to indemnify, defend and hold the City harmless from any claims, actions, demands, or liability, including attorneys’ fees, against it arising out of the Fence.
4. This Agreement shall be governed in all respect by Minnesota law.
5. This Agreement shall run with the land and be binding on all succeeding owners of

any interest in the property.

6. This Agreement shall be recorded as to the Property in the office of the County Recorder or Registrar of Titles in and for Washington County, Minnesota.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF LAKE ELMO

By _____
Mike Pearson, Mayor

By _____
Kristina Handt, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, a notary public within and for said County and State, personally appeared MIKE PEARSON and KRISTINA HANDT to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and Administrator of the CITY OF LAKE ELMO, by authority of the City Council of the City of Lake Elmo, and said Mayor and Administrator acknowledged said instrument to be the free act and deed of said City of Lake Elmo.

Notary Public

THIS INSTRUMENT DRAFTED BY:
DAVID K. SNYDER
JOHNSON & TURNER, P.A.
56 East Broadway Avenue, Suite 206
Forest Lake, MN 55025
(651) 464-729

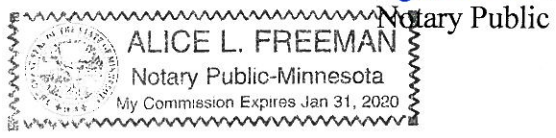
By: Matthew Schleicher
[Owner] Matthew Schleicher, as husband
of Barbara Schleicher

By: Barbara Schleicher
[Owner] Barbara Schleicher, as wife
of Matthew Schleicher

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this 13th day of April, 2016, before me, a Notary Public, personally appeared Matthew Schleicher as husband of Barbara Schleicher, property owner, who signed the foregoing instrument and acknowledged said instrument to be his free act and deed.

Alice L. Freeman



On this 13th day of April, 2016, before me, a Notary Public, personally appeared Barbara Schleicher as wife of Matthew Schleicher, property owner, who signed the foregoing instrument and acknowledged said instrument to be her free act and deed.

Alice L. Freeman



Exhibit A

LOT 6, BLOCK 4, EASTON VILLAGE, WASHINGTON COUNTY, MINNESOTA

(11913 32nd St N)