

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, by and between Recreational Properties, LLC, a Minnesota Limited Liability Company, hereinafter referred to as "Owner" and the City of Coon Rapids, a Municipal Corporation, hereinafter referred to as "City."

WITNESSETH:

The City is proposing to remedy the storm sewer repair issues found to occur on Owner's property, located at 1313 Coon Rapids Boulevard, City of Coon Rapids, Minnesota (the "Property").

The Property is legally described as:

Lot 2 Block 1 City of Coon Rapids Plat 1

PIN: 26-31-24-21-0029

In the spirit of cooperation between the parties with the intent of expediting the repair of the storm sewer, City has requested and Owner have agreed to grant permission to City and its agents to enter upon the Property with at least a twenty-four hour notice for purposes of commencing repair of the storm water system.

Owner has indicated he is unable to pay for the costs of repair on the premises and has requested City advance the costs of the repair thereof and assess the costs against the Property. The City has determined it is in its best interests to repairs occur forthwith in order to prevent further damage now existing on the Property and to adjacent Avocet Avenue NW, and to assess the costs thereof against Owner. City is contributing to the cost of the repairs as storm water from outside the Property flows into the Property's storm sewer.

NOW, THEREFORE, the undersigned as Owner of the above described Property, in consideration of repairs to the storm water pipe on the Property:

1. Hereby grants unto City of Coon Rapids and its agents, the right to enter and repair the storm sewer on the Property to include installation of a 15'' storm sewer pipe, connection to manhole on Property, removal and replacement of curb, asphalt, and turf.

2. Requests City assess its costs of \$12,510.72 against Owners' property, together with a 15% administrative fee of \$1,876.61, such assessment and fee totaling \$14,387.33 to be spread in a manner according to policies on file with the City Assessor for miscellaneous assessments, not to exceed 5 years. Owners hereby waive notice of assessment hearing for the abatement and specifically waive their right to appeal said assessment as provided by Minnesota Statutes Section 429.081.

3. Owners agree this agreement shall have the same force and effect as a petition presented pursuant to Minnesota Statutes Section 429.031 and specifically waive any public hearings with respect to the proposed abatement.

Neither party waives any additional claims that may arise out of the entry.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

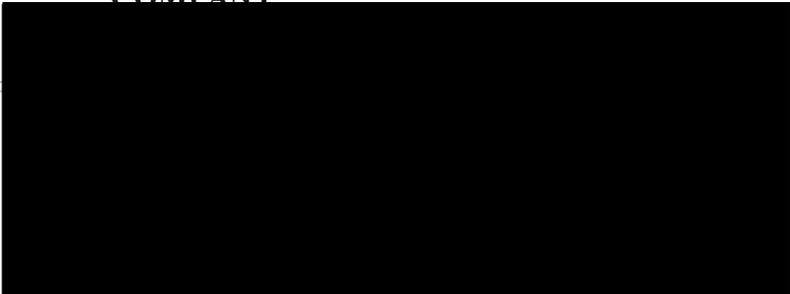
CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Steven D. Gatlin, City Manager

[Signatures continue on following page]

RECREATION PROPERTIES, LLC, A
MINNESOTA LIMITED LIABILITY
COMPANY



STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2015, before me a Notary Public within and for said County, personally appeared Jerry Koch and Steve Gatlin, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of Coon Rapids, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 27th day of April, 2015, by Richard Lund, the Chief manager of Recreational Properties, LLC, a Minnesota Limited Liability Company of the State of Minnesota



This Document Drafted By:
David J. Brodie
Coon Rapids City Attorney
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