

SPECIAL ASSESSMENT AND ACCESS AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the State of Minnesota, by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Anoka Ramsey Community College, hereinafter referred to as "Owner" and the City of Coon Rapids, a Municipal Corporation, hereinafter referred to as "City."

WITNESSETH:

The City is reconstructing Mississippi Boulevard NW as part of City Project 16-2. Owner requested the installation of an additional watermain extension to serve Owner's property, located at 11200 Mississippi Boulevard NW, City of Coon Rapids, Minnesota (the "Property").

The Property is legally described as:

Lot 1 Auditors Subdivision No. 37 according to the plat thereof, Anoka County, Mn.

PIN: 17-31-24-44-0001

To expedite and coordinate with the Mississippi Boulevard street reconstruction, the parties have agreed to add the additional watermain extension to serve the Property. The watermain connection will provide a secondary connection for the Owner, which will allow for continued access to City water while maintenance or repair activities occur at or nearby the site.

Owner agrees that this will provide benefit to the Property and has requested City advance the costs of the additional watermain and assess the costs against the Property. The City has determined it is in its best interests to construct the improvement in order to incorporate it with the Mississippi Boulevard NW street reconstruction, City Project 16-2, to decrease cost and future disruption in the area and to assess the costs against Owner.

NOW, THEREFORE, the undersigned as Owner of the above described Property, in

consideration of construction of watermain connection on the Property:

1. Owner hereby grants to the City and its construction agents, the right to enter and add an additional watermain extension on the Property to include: An 8" PVC watermain connection installed concurrently with City street reconstruction project 16-2 for the benefit of Owner and as more particularly shown on Exhibit A, incorporated herein. This right shall include the right for the city to temporarily stage construction equipment and materials on Owner's property adjacent to the construction site as shown in Exhibit A.
2. City's right of access shall begin June 1, 2016 and expire October 1, 2016. The City shall take all reasonable steps to complete the Project work prior to the start of Owner's fall semester classes, which are scheduled to begin August 22, 2016.
3. City estimates the cost of work to be \$34,841 for construction and \$6,968.20, to cover the cost of design, construction administration, staking, and inspections costs for a total estimated amount of \$41,809.20. The College shall pay actual costs incurred for the indicated work which shall not exceed \$50,000.00 which the College may pay upon the City's satisfactory completion of work in one installment or may pay in annual installments, not to exceed 5 years total.
4. City shall require its Contractors to maintain liability insurance, naming the Owner as additional insured.
5. Owner is a state entity subject to Minn. Stat. §435.19, and to the extent it is able to waive notice of assessment hearing, waives said notice.
6. Agrees 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 assessment.

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:

Matt Stemwedel, City Manager

Coon Rapids, Minnesota 55433
(763) 767-6495