

[Area above reserved for recording purposes]

### **ASSESSMENT AGREEMENT**

This **ASSESSMENT AGREEMENT** (this “Agreement”) is made as of \_\_\_\_\_, 2022, by and between, Adam Knoke and Meghan Q. Knoke, husband and wife, (“Owners”), and the City of Spring Lake Park, a Minnesota municipal corporation (the “City”). Owners and the City are sometimes collectively referred to herein as the “parties” or each a “party”.

### **RECITALS**

1. Owners are the owners of real property located at 8411 6<sup>th</sup> Street NE, Spring Lake Park, MN, legally described as follows:  
    Lot 10, Block 1, Terrace Manor 6<sup>th</sup> Addition, Anoka County, Minnesota,  
    according to the recorded plat thereof.  
    (the “Subject Property”)
2. In early 2022, the City became aware of a damaged water service line on the Subject Property which is compromised and leaking; and
3. Per Spring Lake Park City Code, it is the responsibility of the property owner to repair damaged water service lines on private property; and
4. The City informed Owners of the requirement that they repair the damaged water service line and Owners indicated an inability to afford repairs presently and requested that the City complete the repair work and assess the costs of the work to the Subject Property; and
5. If unaddressed, the damaged line is likely to damage the Subject Property and potentially other surrounding properties, constituting a public nuisance; and
6. The City is willing to make the requested repairs and assess the applicable costs on certain conditions.

**NOW THEREFORE**, in consideration of the mutual covenants stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **WATER SERVICE LINE REPAIR.** The City agrees to enter onto the Subject Property and attempt to repair the damaged water service line previously identified as compromised in early 2022 (the “Repair Work”). Owners hereby grant to the City permission to enter onto the Subject Property and complete the Repair Work at all reasonable times. Owners may revoke this consent at any time, upon ten (10) days’ written notice, however, Owners shall be responsible for reimbursing all costs incurred by the City through the time of provision of such notice, including, without limitation, those costs incurred in anticipation of completing the Repair Work. Upon any termination of this Agreement or revocation of the consent contemplated herein, such costs shall be invoiced to Owners and, if unpaid after thirty (30) days, may be specially assessed to the Subject Property and the waivers contemplated in Section 2 below shall apply and survive such termination.
2. **ASSESSMENT OF COSTS, WAIVER.** As compensation for undertaking this Repair Work, Owners hereby agree to pay all costs incurred by the City in completing the Repair Work and all costs incurred by the City in preparing this Agreement and the contemplated assessment. Owners will also be responsible for all applicable interest on assessed amounts. Upon completion of the Repair Work, the City shall determine the sum of incurred costs (the “Total City Costs”) and shall specially assess the Total City Costs, along with applicable interest, to the Subject Property. Owners, on behalf of themselves and their successors and assigns, agree to this assessment and hereby waive any notice and hearing requirements and any appeal of the assessment pursuant to Minnesota Statute 429 or any other applicable law. The parties agree and acknowledge that the City will complete the Repair Work contingent upon Owners’ agreement to this assessment and waiver of any appeal rights to the same. The provisions of this Section 2 shall survive termination of this Agreement.
3. **SPECIAL ASSESSMENT TERMS.** The Total City Costs shall be assessed without deferment to the Subject Property on an annual basis over a three (3) year term and shall include annual interest in the amount of 3.6%. The assessment shall become immediately due in full upon any sale of the Subject Property.
4. **INDEMNIFICATION.** Owners shall indemnify, defend, and hold harmless the City, its officers, employees, agents and others acting on its behalf from any and all loss, damage, liability, cost, and expense of any kind whatsoever, including reasonable attorneys’ fees, resulting from actions, claims, or proceedings brought, or any loss or damage of any type whatsoever (collectively “Claims”), sustained by the City related to the City’s performance of the Repair Work and/or execution of this Agreement, and any Claims attributable in whole or in part to Owners’ non-compliance with this Agreement, or due to the negligence or willful misconduct of Owners. This indemnification obligation shall not apply to acts which constitute willful misconduct or gross negligence on the part of the City. This Section 4 of this Agreement shall survive termination of the Agreement.
5. **BINDING EFFECT; RECORDING.** This Agreement shall run with the land and shall be binding upon Owners and their successors and assigns. This Agreement shall be

recorded against the title to the Subject Property. Owners agree to the recording of this Agreement, shall pay all costs of the same, and agree to cooperate in making any necessary revisions which may be required to facilitate recording.

6. **WAIVER.** If any party waives any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by any party, whether of the same or any other covenant, condition or obligation.
7. **GOVERNING LAW, VENUE.** The laws of the State of Minnesota govern the interpretation of this Agreement. Any action to enforce the rights or obligations contained within shall be brought in Anoka County, Minnesota.
8. **SEVERABILITY.** If any provision, term or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms, and conditions of this Agreement, unless such invalid or unenforceable provision, term, or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire agreement.
9. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties and is a final, complete, and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.
10. **INCORPORATION OF RECITALS.** The above-listed recitals are made a part of this Agreement as though set forth in full herein.
11. **TERMINATION.** Either party may terminate this Agreement upon ten (10) days' written notice to the other party, however, Owners shall be responsible for all costs incurred by the City up to the date of Termination. The City may assess such costs to the Subject Property and such assessment shall be subject to the waivers contemplated in Section 2 above, if they are unpaid thirty (30) or more days after invoicing. This provision shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto as of the day and year first written above.

[Signatures on pages to follow.]

**OWNERS:**

By: \_\_\_\_\_  
Adam Knoke

By: \_\_\_\_\_  
Meghan Q. Knoke

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Adam Knoke and Meghan Knoke, husband and wife, the Owners of the Subject Property as their free act and deed.

\_\_\_\_\_  
Notary Public

**CITY OF SPRING LAKE PARK**

By: \_\_\_\_\_  
Robert Nelson, Mayor

By: \_\_\_\_\_  
Daniel Buchholtz, City Administrator,  
Clerk/Treasurer

STATE OF MINNESOTA )  
( ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Robert Nelson and Daniel Buchholtz, respectively the Mayor and City Administrator, Clerk/Treasurer of the City of Spring Lake Park, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
Notary Public

This document was prepared by:  
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