

**City of Hermantown  
Utility Commission  
Water Service Agreement**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
and between the Utilities Commission of the City of Hermantown,  
hereinafter called "Commission" and \_\_\_\_\_,  
(Owner Name)

hereinafter called "Owner" is in response to the following situation:

1. Owner owns property in the City of Hermantown, County of St. Louis, State of Minnesota, legally described as follows to-wit:

Description: \_\_\_\_\_

Parcel Code: \_\_\_\_\_

2. The Commission has constructed a City water line adjacent to such property.
3. The property of the Owner has been benefited by the construction of such water line.

Now therefore, in consideration of the mutual covenants contained herein the parties do hereby agree as follows:

1. Owner hereby covenants and agrees to pay the Commission the sum of \$\_\_\_\_\_ as a charge for the City making the water line available to Owner. Such amount being owners proportionate share of the cost incurred by the City in constructing the water line adjacent to owner's property.
2. Owner hereby acknowledges and agrees that the value of the benefits received by Owner's property as a result of the construction of such water line equals or exceeds the amount specified in the next preceding paragraph.
3. Owner hereby covenants and agrees to pay such amount together with interest at the rate of eight (8%) per annum on the unpaid balance in monthly installments of \$\_\_\_\_\_ with the first such payment due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and subsequent payments due on the \_\_\_\_\_ day of each succeeding month until \_\_\_\_\_, \_\_\_\_\_, at which time, unless sooner paid

or due, the entire amount and accrued interest shall be due and payable. Owner shall be entitled to prepay such amount in whole or in part at any time without penalty.

4. Owner hereby covenants and agrees that if default be made in the payment of any said monthly payments or any portions thereof at the time they become due and payable, the entire unpaid balance shall at the option of the Commission, become due and payable without further notice.
5. Owner hereby acknowledges and understands that upon default in the payment of any of said monthly payments or any portion thereof that the Commission may, at its option, provide notice of such delinquent amount, which may be the entire unpaid balance if the Commission chooses to accelerate the payment of the entire amount as provided in paragraph 4 hereof, to the City Clerk who shall certify such delinquent amount to the St. Louis County Auditor for collection with the real estate taxes for such year.
6. All payments made by Owner shall be applied first to payment of interest and then to the deduction of the amount specified in paragraph 1 hereof.
7. The Commission hereby agrees to allow Owner to make a connection to the water line adjacent to Owner's property subject to Owner making application for such service and agreeing to comply with the terms and conditions of the Standard Utility Commission Water Service Application.
8. Owner hereby covenants and agrees that this agreement shall be binding upon Owner's heirs, administrators, successors and assigns. In this regard Owner expressly understands and agrees that the terms and provisions of this Agreement shall run with the land and be binding thereon.
9. It is expressly understood and agreed that a decision by the Commission not to exercise any rights granted it on any default shall not constitute a waiver of any such rights on any further or subsequent default.

10. If any provision of this agreement shall be determined to be illegal or unenforceable such illegality or unenforceability shall not affect the remaining provisions of this Agreement but it shall be construed as if such provision were not contained herein.

11. It is expressly understood that the term Owner herein shall be deemed to apply to one or more owners of the property described herein.

In Witness Whereof, this Agreement has been executed by Owner and by the Duly Authorized Representative of the Hermantown Utility Commission.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Chairman Signature  
Hermantown Utility Commission