

**DULUTH/NORTH SHORE SANITARY DISTRICT
APPLICATION FOR SEWER CONNECTION PERMIT**

Date:	
Applicant Full Name:	
Telephone Number of Applicant:	
Address of Applicant:	
Property Owner Full Name:	
Telephone Number of Property Owner:	
Address of Property Owner:	
Address of Property to be Connected:	
Property Identification or Parcel Number from your property tax statement:	
Legal Description of Property to be Connected:	
Please Check One:	<input type="checkbox"/> permit is for connection of an existing structure <input type="checkbox"/> permit is for new construction
Please Check One:	<input type="checkbox"/> use of property to be connected is residential <input type="checkbox"/> use of property to be connected is NOT residential
Please Check One: If construction-related activities impact more than one-half acre, evidence of compliance with Appendix A is required.	<input type="checkbox"/> construction-related activities impact one-half acre or less <input type="checkbox"/> construction-related activities impact more than one-half acre
Name and Address of Person to Whom Utility Bills Should be Sent:	

Load Calculation of your Electrical Service:	_____ Amps
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If the District's contractor is not completing your connection, please complete the following information:

Contractor:	
Address of Contractor:	
Telephone Number of Contractor:	
DNSSD License Number of Contractor:	

1. It is the intention of the District to not only provide the District with a proper means of sewage disposal, but to assure that the quality of Lake Superior's water is maintained. The District recognizes the potential for degradation through land development and has adopted a program which requires the protection of water quality, especially as it relates to point and non-point pollution. To that end, the following criteria must be met before a property's physical connection to the District system is allowed:
 - a. Before connection to the system, all new construction must meet the criteria found in Appendix A and must comply with the practices as found in Appendix B. Written plans under Appendix A are not required if construction related land disturbing activities impact one-half acre or less.

2. The following items must be submitted with this application if the permit is for an existing structure:
 - a. Certification by a registered or licensed professional engineer, soil scientist or other person previously approved by the District that no footing drains, commercial water softener, commercial hot tub or other clear water sources will be connected to the sewer;
 - b. Plans and specifications for the sewer connection;
 - c. Results of testing a water sample from the well on the property to be connected;
 - d. Evidence of compliance with Appendix B to this application; and
 - e. Fully executed, notarized easement in substantially the form attached to this application as Appendix D.

3. The following items must be submitted with this application if the permit is for new construction:
 - a. Written plans, if required by Appendix A;
 - b. Plans and specifications for the sewer connection;
 - c. Water sample from the well on the property to be connected, if applicable; and
 - d. Evidence of compliance with Appendix A and Appendix B to this application, if applicable.

4. If the permit is for service to a condominium or townhome development, the homeowner's declaration must include the following provisions:
 - a. A provision which obligates the homeowners' association to assess its members in an amount sufficient to pay for any taxes or special assessments or sewer or other service charges levied or imposed by the District on the association or its members;
 - b. A provision which requires the association to actually make the payments referenced in paragraph a above;
 - c. An assignment by the association to the District of the association's lien rights against individual units with respect to unpaid taxes or special assessments or sewer or other service charges levied or imposed by the District; and
 - d. A provision which prohibits amending any of the foregoing provisions without the consent of the Board of Managers of the District.

Sample language to be included in the homeowner's declaration is included in Appendix E.

5. Upon review of this application, the District may require the following prior to issuing the permit applied for herein:
 - a. Fully executed easement agreement in favor of the District;
 - b. Certification by a registered or licensed professional engineer, soil scientist or other person previously approved by the District that the property to be connected complies with the requirements of Appendix A and Appendix B; and
 - c. Such other information as the District or the District's Superintendent may require, including but not limited to (capitalized terms are defined in the District's

Ordinance No. 1):

- i. Wastewater peak Flow and volume over a specified period of time;
 - ii. chemical analysis of Wastewater;
 - iii. information on raw materials, processes and products affecting Wastewater Flow and Load;
 - iv. quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to Sewer use control;
 - v. a plot plan of the User's property showing Sewer and Pretreatment facility or Flow equalizing facility location;
 - vi. details of Wastewater Pretreatment or Flow equalizing facilities;
 - vii. details of systems to prevent and control the losses of materials through spills to the Public Sewer;
 - viii. copy of any related building permit;
 - ix. zoning compliance letter;
 - x. project description;
 - xi. plat; and
 - xii. access to User's premises so that the District and WLSSD personnel carry out sampling, monitoring and measurement of User's discharges.
6. If this application relates to a permit for an existing structure, this application must be accompanied a report establishing that no clear water sources (such as footing drains) will be connected to the District's sewer facilities. Please see Appendix C for more information.
7. Please include the following when submitting this application:
- a. Clear Water Report (if applicable);
 - b. Site Plan (For construction related land disturbing activities which impact more than one-half acre or which will occur on slopes of eighteen percent or more);
 - c. Wetland Delineation Report and Water and Vegetative Management Plan (For construction related land disturbing activities which impact more than one-half

acre or which will occur on slopes of eighteen percent or more); and

- d. Form of homeowner's declaration, if applicable.
8. The applicable fees as listed in Rate Sheet for the applicable year which is attached as Appendix F which are payable at the time of submission of this application.
9. ***Please note the following:***
- a. if your request constitutes or requires an extension of the District's wastewater collection system, the prior approval of the Western Lake Superior Sanitary District and the Minnesota Pollution Control Agency will be required prior to the District's approval; and
 - b. the approvals of the District expire one year from the date of approval set forth below.
10. The appendices to this application form are the following:
- a. Appendix A - Preconditions for the Connection of New Construction
 - b. Appendix B - Preconditions for Connections
 - c. Appendix C - Clear Water Inspection
 - d. Appendix D - Form of Easement
 - e. Appendix E - Sample Language for Homeowners Declaration
 - f. Appendix F – Applicable Fees

The undersigned applicant hereby certifies and declares that the information contained herein and attached hereto is true and correct in all respects and agrees to be bound by its terms and conditions.

APPLICANT:
Signature: _____
Printed Name: _____
Date: _____
Date of receipt of application by District: _____

Approved by the Duluth/North Shore Sanitary District on _____, 201_.
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APPENDIX A
PRECONDITIONS FOR THE CONNECTION OF NEW CONSTRUCTION

Terms not otherwise defined herein have the meanings given in the applicable ordinances of St. Louis County and the rules and regulations of the South St. Louis County Soil and Water Conservation District.

I. PLANS REQUIRED:

A. Written Plans Required.

1. For construction related land disturbing activities which impact more than one-half acre or which will occur on slopes of eighteen percent or more, the following written plans are required:
 - a. Site Plan; and
 - b. Wetland Delineation Report and Water and Vegetative Management Plan.
2. Applicants for new construction with total impervious surfaces of one-half acre or more must submit a written Water and Storm Water Management Plan.
3. Written plans may be submitted as one plan complying with the requirements of this Appendix, or as separate plans.

B. Written Plans Not Required. Written plans are not required in conjunction with construction related land disturbing activities which impact one-half acre or less, but the remaining requirements of this Appendix do apply to such activities.

II. PLAN REQUIREMENTS:

A. Site Plan: Construction related land disturbing activities impacting more than one-half acre must be supported by a site plan which must be incorporated into the construction project's final plans and specifications as appropriate, and must include:

1. Location and type of all temporary and permanent erosion control and sediment control Best Management Practices (BMPs) along with procedures to be used to establish additional temporary BMPs as necessary for the site conditions during construction. Standard plates and/or specifications for the BMPs used on the construction project must be included on the final plans and specifications for the construction project.

2. A site map with existing and final grades, including dividing lines and direction of flow for a pre- and post-construction storm sewer runoff drainage areas located within the construction project limits. The site map must also include impervious surfaces and soil types.
 3. Locations of areas not to be disturbed or areas where construction will be staged to minimize duration of exposed soil areas.
 4. Location of all waters of the state, including existing wetlands identified on the National Wetlands Inventory map, within one-half mile from the exposed construction area, which will receive storm water runoff from the construction site, during or after construction. Where waters of the state receiving runoff will not fit on the plan sheet, they must be identified with an arrow, indicating both direction and distance.
 5. Methods to be used for final stabilization of all soil areas.
- B. Wetland Delineation Report and Water and Vegetation Management Plan: All applications for connection where the project will involve construction related land disturbing activities affecting more than one-half acre must submit a water and vegetative management plan and a wetland delineation or determination report certified by a Professional Engineer or other recognized professional to the District. Prepared plans and delineation reports must be submitted prior to formal acceptance of all applications.
- C. Water and Storm Water Management Plan: Applicants for new construction with total impervious surfaces of one-half acre or more must submit a written water and storm water management plan which complies or evidences compliance with the following:
1. A plan for installation or construction before or at the time land development occurs and design for, all storm water management facilities necessary to manage increased runoff to standards which control the two year, ten year, and one hundred year storm peak discharge rates existing prior to development. (An applicant may also be required to make in-kind or monetary contribution to the development and maintenance of community storm water management facilities designed to serve multiple construction related land disturbing and development activities undertaken by one or more persons.)
 2. The following practices apply when developing a storm water management plan in descending order of preference:
 - a. natural infiltration of precipitation on-site;

- b. flow attenuation by use of open vegetated swales and natural depressions;
 - c. storm water retention facilities; and
 - d. storm water detention facilities.
3. Dry structure retention facilities designed to limit peak flows to below 75% of the pre-development level for recurrence intervals of 2 to 100 years should be considered as a viable option for storm water retention.
4. Storm water detention facilities constructed within the District must be designed according to the most current technology as reflected in the MPCA publication "Protecting Water Quality in Urban Areas," and must contain, at minimum, the following design factors:
- a. a permanent surface area equal to two percent of the impervious surface area draining to the pond or one percent of the entire area draining to the pond, whichever amount is greater;
 - b. an average permanent pool depth of four to ten feet;
 - c. a permanent pool length-to-width ratio of three to one or greater;
 - d. a minimum protective shelf extending ten feet into the permanent pool with a slope of ten to one, beyond which slopes should not exceed a ratio of three to one; permanent fencing for ponds with steeper slopes; cyclone fencing;
 - e. a protective buffer strip of vegetation surrounding the permanent pool at a minimum width of 16.5 feet;
 - f. a device to prevent oil, grease, and other floatable material from moving downstream as a result of normal operation;
 - g. a forebay to remove coarse-grained particles prior to discharge into a watercourse or storage basin; and
 - h. no discharge of runoff directly to a wetland without pre-settlement of the runoff.
5. A combination of practices may be used to achieve the requirements specified in Subsection 1. above. Justification must be provided by the applicant for the method selected.

6. When storm water management plans involve directing runoff from a site, it is the responsibility of the applicant to obtain from adjacent property owners any necessary easements or other property interests concerning flowage of water.
7. Plans, specifications and computations for storm water management facilities submitted for review must be sealed and signed by a registered professional engineer. All calculations and hydrologic models/information used in determining peak flows must be submitted for review along with the plans unless evidence is provided that alternative computations have been approved by the South St. Louis County Soil and Water Conservation District.

D. Performance Bond; Additional Conditions to Approval: Prior to approval of management plans, the applicant must submit an agreement to construct such required physical improvements, replace wetland losses, dedicate property or easements, or comply with other conditions as may have been required by the District. Such agreement must be accompanied by a bond or other financial assurance acceptable to the Board or the Board's authorized designee to cover one hundred twenty- five percent of the agreed estimated cost of complying with the conditions of this Appendix within a specific time, which may be extended only in accordance with the approval of the Board or its authorized designee.

III. GENERAL REQUIREMENTS FOR ALL APPLICATIONS WITH NEW CONSTRUCTION:

A. Wetland, Water and Vegetation Management:

1. All applications must include evidence of compliance with wetland, water and vegetation management requirements contained herein.
2. All applicants must demonstrate a sequencing process as follows in descending order of priority:
 - a. Avoidance of direct or indirect impacts that will increase stormwater runoff and erosion or the draining or filling of wetlands.
 - b. Minimization of the impacts listed in (1) above by limiting the degree or magnitude of the activity.
 - c. Reduction of the impacts listed in (1) above through sound erosion and stormwater control measures and by restoring or replacing wetland losses.

3. The draining or filling of nonexempt wetlands requires authorizations in accordance with federal, state, county and local wetland regulations. (For guidance regarding nonexempt wetlands, contact the South St. Louis County Soil and Water Conservation District.)
- B. Site Erosion and Sediment Control: If construction activities result in runoff leaving the site:
1. The timing and sequencing of the construction related land disturbing activities must be such that the smallest amount of bare ground is exposed for the shortest amount of time.
 2. All disturbed ground left inactive for seven or more days must be stabilized by temporary mulching or temporary seeding and mulching until permanent protection can be established as prescribed by the South St. Louis County Soil and Water Conservation District.
 3. Disturbed areas should be permanently seeded and mulched or sodded within seven days after completion of building or site preparation.
 4. For sites with more than two acres disturbed which drain to one location, or if a channel originates or exists in the disturbed area, one or more temporary sedimentation basins must be constructed. Each sedimentation basin must have a surface area of at least one percent of the area draining to the basin and at least three feet of depth and must be constructed in accordance with accepted design specifications. Sediment must be removed to maintain a depth of three feet. Discharges from temporary basins must have erosion controls in place.
 5. All sites are required to have down slope perimeter sediment control, such as, silt fencing, straw bales, or equivalent control measures. Sediment controls must be maintained so they continue to function.
 6. Methods to prevent erosion and trap sediment must be employed.
- C. Water and Storm Water Management: All applicants must give consideration to reducing the need for storm water facilities by incorporating the use of natural topography and land cover such as natural swales and depressions as they exist before development to the degree they can accommodate the additional flow of water without compromising the integrity of the land form or quality of the water.
- D. Drain Leaders: All newly constructed and reconstructed buildings must route drain leaders to pervious areas where runoff can infiltrate. The flow rate of water exiting the leader must be controlled to prevent erosion in pervious areas.

- E. Inspection and Maintenance: Storm water management structures must be designed to minimize maintenance and provide maintenance access. All structures must have a plan of operation and maintenance that assures continued effective removal of runoff pollutants.

APPENDIX B
PRECONDITIONS FOR CONNECTIONS

Terms not otherwise defined herein have the meanings given in the applicable ordinances of St. Louis County and the rules and regulations of the South St. Louis County Soil and Water Conservation District.

The following management criteria are minimum requirements for the protection of the lands served by the District. The purpose of this Appendix is to further minimize conflicts and encourage compatibility among land disturbing development activities, water quality and wetland protection by requiring detailed review standards and procedures for such activities, thereby achieving a balance among development and the protection of water quality and natural areas. Recognizing that public dollars have been used to preserve the integrity of Lake Superior, by addressing the collection of sewage and the fact that sewage issues are only part of a larger problem brought about by increased development, the District requires a formal agreement to follow these standards as a precondition to connection with District's system:

1. **INTENSIVE VEGETATION REMOVAL:** The following standards apply:
 - a. The removal of natural vegetation (i.e. not more than 25% of the trees may be removed between the existing principal trees, shrubs, and plants) is restricted and limited to the following:
 - i. removal of dead, diseased, dangerous, and storm or fire damaged trees, shrubs, and plants;
 - ii. trimming and pruning of trees, shrubs and plants;
 - iii. removal of 25% of trees (greater than two inches in diameter at breast height and between the existing principal trees, shrubs, and plants), shrubs and plants; and
 - iv. authorized removal of trees, shrubs and plants must be accomplished through human means (i.e. hands, ax, saw, etc.), and must not be done by heavy equipment.
2. **EXEMPTION TO VEGETATIVE REMOVAL STANDARDS:** Removal in excess of 25% of existing vegetation is allowed under the following conditions:
 - a. the vegetation removed is replaced with trees, shrubs and plants that have similar, or more, beneficial ecological, erosion preventive, and screening values than previously existed;
 - b. forest management activity where the intent is to have an ongoing timber producing area and not to convert the area to residential, commercial, recreational,

or other more intensive use will use Best Management Practices (“BMPs”) as developed by the State of Minnesota; or

- c. removal of more than 25% of trees is permitted when the trees were planted as part of a plantation and thinning is needed to insure continued viability of the plantation.

3. **ADDITIONAL REQUIREMENTS:** The following standards apply within an area 37.5 feet landward of the vegetation line:

- a. Existing vegetation must be maintained. A vegetation management plan will be required for total vegetation removal of over 10,000 square feet or 25% of the total area, whichever is greater.
- b. Removal of woody vegetation is restricted on bluffs, steep slopes and within the structure setback area to maintain stable soil conditions.
- c. Removal of woody vegetation is limited to screen structures, clear cuts, parked vehicles or other facilities from public roads and Lake Superior. Selective removal of woody vegetation will be allowed to provide a reasonable view of Lake Superior from individual residences.
- d. Clear cutting is not permitted unless part of an approved site development plan with the exception of an authorized public service such as public roads and utilities.
- e. Removal of woody vegetation is restricted as much as possible along Department of Natural Resources designated trout streams to provide for shade coverage in order to help keep stream temperatures at proper levels.
- f. Cutting, pruning and trimming of trees must be based on sound forest management practices for each individual tree species.
- g. Private driveways must blend into the existing terrain as much as possible, and public utility lines to private landowners must be buried if at all possible.
- h. Erosion control standards approved by the South St. Louis Soil and Water Conservation District must be agreed to and implemented if determined to be needed by the Board.
- i. Vegetation planting plan must be submitted to and approved by the Board and subsequently implemented if the Board determines additional vegetation is needed to meet the intended purpose of this Appendix.

4. **LAWN FERTILIZER AND CHEMICAL USE REGULATIONS:** Lawn fertilizer is not permitted within 37.5 feet of any shore, including Lake Superior and intermittent or perennial streams.

APPENDIX C
CLEAR WATER INSPECTION

If this application relates to a permit for an existing structure, this application must be accompanied by a report from a Board licensed contractor establishing that no clear water sources (such as footing drains) will be connected to the District's sewer facilities. The contractor will require access to your sanitary sump pit located in your basement (often called a manhole).

If this application relates to a permit for new construction, this application need not be accompanied by a report. However, the Board may require a report prior to sewer hookup.

APPENDIX D
FORM OF EASEMENT

Parcel No. _____

**CONSTRUCTION AND PERMANENT
PIPELINE EASEMENT AGREEMENT**

This Construction and Permanent Pipeline Easement Agreement (“Agreement”) is entered into by _____ and _____, wife and husband (“Grantor”) and by the DULUTH NORTH SHORE SANITARY DISTRICT, a public corporation and political subdivision of the State of Minnesota (“Grantee”).

RECITALS

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally described as:

(the “Property”).

B. Grantee desires to construct a lateral pipeline or pipelines (collectively, “Pipeline”) within the Property to connect the existing wastewater disposal system on the Property to Grantee’s sanitary sewer interceptor.

C. The Pipeline may include a shredding and/or pumping mechanism (“Shredder Pump”). Grantee also desires to gain access to the Property’s existing electrical system to provide power to run any such Shredder Pump.

D. The installation of the Pipeline, Shredder Pump and/or other apparatus may include the removal from service of all or portions of an existing wastewater disposal system serving the Property.

E. Grantee, through its agents and employees, will be required to enter onto the Property in order to construct the Pipeline, connect the existing wastewater disposal system on the Property to Grantee’s sanitary sewer system interceptor and to carry out the purposes of this Agreement.

F. Grantee desires to obtain from Grantor a temporary easement covering that portion of the Property lying within twenty (20) feet of the centerline (“Centerline”) described in **Exhibit A** attached hereto and depicted (at least in part) on the drawing (“Plan”) attached hereto as **Exhibit B** (the “Construction Easement Area”);

G. Grantee desires to obtain a perpetual easement covering that portion of the Property lying within ten (10) feet of the Centerline (the “Permanent Easement Area”);

H. Grantee wishes to provide for the future maintenance, repair and replacement of the Pipeline, Shredder Pump and apparatus. (The term “Pipeline” will hereinafter refer, collectively, to the Pipeline and any Shredder Pump or other related apparatus.)

I. Nothing in this Agreement permits Grantee to construct any portion of Grantee’s sanitary

sewer interceptor within the Property unless (a) the sanitary interceptor is being constructed pursuant to a separate license, dedication or easement or (b) Exhibit B depicts that a portion of Grantee's sanitary sewer interceptor will be located within the Property or states that a portion of Grantee's sanitary sewer interceptor will be located within the Property.

J. Nothing in this Agreement permits Grantee to construct within the Property any lateral pipeline serving any property other than the Property unless (a) the pipeline is being constructed pursuant to a separate license, dedication or easement or (b) Exhibit B depicts that a pipeline serving a property other than the Property will be located within the Property or states that a pipeline serving a property other than the Property will be located within the Property.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

1. The Recitals are included as a part of the parties' agreement.
2. Grantor grants an easement (the "Construction Easement") to Grantee, its agents and employees, with necessary equipment to enter upon and have access to the Construction Easement Area. This easement is for the purpose of construction work relating to the Pipeline, Shredder Pump and related apparatus and to carry out the purposes of this Agreement. The Construction Easement will have a duration of three years from the date of this Agreement.
3. Grantor grants to Grantee a right-of-way and perpetual easement (the "Perpetual Easement") to construct, maintain, inspect, operate, protect, repair, replace, change the size of and/or remove a Pipeline or Pipelines on, over, under and across the Permanent Easement Area, together with the right to connect the Pipeline to the existing wastewater disposal system serving the Property, the right to locate the Permanent Easement Area by surveying and the placement of appropriate markers, if necessary, and the right to clear and keep cleared the Permanent Easement Area so as to prevent damage to or interference with the efficient operation of the Pipeline or Pipelines. Notwithstanding anything in this Agreement to the contrary, any Pipeline or Pipelines constructed or maintained by Grantee within the Permanent Easement Area must be located underground to the fullest extent practically permitted. The Perpetual Easement also includes and Grantor hereby grants to Grantee a perpetual easement (within the Permanent Easement Area to the structure to which the Pipeline is being connected and then by the most convenient practical route) to connect any Shredder Pump installed by Grantee to the electrical system serving the Property including, without limitation, the right to install breakers or subpanels to Grantor's existing internal or external electrical panels, and thereafter to maintain, inspect, operate, protect, repair, replace, change the size of and/or remove Grantee's electrical connection and related installations. (The term "Pipeline" will hereinafter include all such electrical connections and related installations.)
4. Grantor grants an irrevocable license to Grantee, its agents and employees to enter into the Property to take out of service all or any portion of the existing wastewater disposal system in conjunction with Grantee's installation of the Pipeline. This license includes, without limitation, a license to pump existing septic tanks, to remove existing septic tanks and/or to fill and abandon existing septic tanks in place. This license shall have a duration of three years from the date of this Agreement.
5. Grantor grants to Grantee the right of ingress to and egress from the Permanent Easement Area across the Property by means of roads and lanes on the Property as and if they exist, otherwise, by such road, roads or paths as shall occasion the least practical damage and inconvenience to Grantor and the right to enter into buildings on the Property to carry out the purposes of this Agreement.

6. Grantee shall promptly backfill any trench made by it within the Construction Easement Area or Permanent Easement Area and shall restore the surface area, including any roadway improvement, to its condition prior to the work by the Grantee. This provision shall not prevent Grantee from exercising its right to clear away trees and brush which Grantee shall not be required to replace. Grantee shall also use all practical efforts to minimize any interruption of access to Grantee's Property during any construction or maintenance.

7. Grantee shall have the right to assign and mortgage the Construction Easement and the Perpetual Easement and any other license or the rights granted herein in whole or in part and as to all or any portion of the rights accruing hereunder, subject always to the terms of this Agreement.

8. Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by any construction, operation, use, maintenance, repair, leakage or replacement of Grantee's Pipeline and through any negligent act or omission of Grantee or of its agents or employees in the course of their employment. This provision shall not extend to loss or damage relating to hazardous wastes or substances existing on the Property on the date of this Agreement or placed on the Property by a party other than Grantee or its agents or employees or loss or damage resulting from the acts or failure to act of Grantor, Grantor's guests, employees, agents or contractors.

9. Grantor reserves the right to use the surface portions of the Permanent Easement Area and Construction Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this Agreement. The rights reserved include the right to construct, reconstruct and improve any roadway, parking lot, curbs, gutters and sidewalks as Grantor may decide; provided that Grantor shall not erect or construct any building or other structure, build or operate any wells, or construct any reservoir or other obstruction within the Permanent Easement Area or, during the duration of the Construction Easement, within the Construction Easement Area or diminish or substantially add to the ground cover over the Pipeline or Pipelines and appurtenances and that Grantor will not carry on any excavation, installation, construction or other activity over, within or under the Construction Easement Area, during the duration of the Construction Easement, or the Permanent Easement Area such as to interfere with the rights granted to the Grantee hereunder without the prior written consent of the Grantee. Notwithstanding anything in this Agreement to the contrary, any building existing on the Property on the date of this Agreement and lying within any portion of the Construction Easement area or Permanent Easement Area is permitted and may be maintained or replaced in its current location.

10. The Perpetual Easement shall be perpetual and the Perpetual Easement, the Construction Easement and all other rights granted in this Agreement shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

11. Grantor and Grantee acknowledge that this Agreement is being entered into prior to the construction of any pipeline or pipelines and appurtenances within the Property. During construction, conditions may occur that would lead either Grantor or Grantee to request the relocation of the Construction Easement Area or the Permanent Easement Area. Grantor and Grantee each agree to consider such requests reasonably and to enter into an amendment to this Agreement to reflect changes in the location of the Construction Easement Area or the Permanent Easement Area. The party requesting the change will be responsible for the expense of adequately describing the relocated Construction Easement Area or the Permanent Easement Area. The relocation rights set forth in this Agreement end on the earlier to occur of (i) the completion of the pipeline or pipelines and appurtenances within the Property or (ii) three years from the date of this Agreement.

12. Any charge for electricity to run the Shredder Pump will be paid by Grantor.

13. The Pipeline will be and remain the property of Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed this _____ day of _____, 20__.

Grantee:

DULUTH NORTH SHORE SANITARY DISTRICT

By:

Its:

By:

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ and _____ the Chair and Secretary, respectively of Duluth North Shore Sanitary District, a public corporation, on behalf of the corporation.

Notary Public

Grantor:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____ and _____, wife and husband.

Notary Public

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
700 Lonsdale Building
302 West Superior Street
Duluth, Minnesota 55802
(218) 722-0861
DDM/lt

EXHIBIT A
CENTERLINE

EXHIBIT B
CONSTRUCTION EASEMENT AREA

APPENDIX E
SAMPLE LANGUAGE FOR HOMEOWNERS' DECLARATION

The Association, by this Declaration, agrees to pay to the Duluth/North Shore Sanitary District (the "District") all taxes, special assessments, sewer, or other service charges ("District Charges") levied or imposed by the District on the Association as a whole or on any of its Units. As a part of the annual assessment, the Association shall include an amount sufficient to pay all District Charges that are levied or imposed by the District for each assessment year.

If the annual assessment is insufficient to pay all District Charges levied or imposed by the District in any assessment year, the Association shall levy a special assessment against the Units in an amount sufficient to pay the District in full for all unpaid District Charges. A special assessment to pay District Charges is not subject to the voting requirement of this Section.

In order to secure to the District payment of the District Charges and all annual assessments and special assessments assessed by the Association to pay District Charges, the Association, by this Declaration, hereby assigns to the District, with respect to District Charges, its non-exclusive lien, collection, and foreclosure rights and all associated rights under Sections [6.7-6.9] [insert appropriate sections] of this Declaration.

No provision of this Declaration relating to the District can be amended without the consent of the Board of Managers of the District.

APPENDIX F

(see attached Rate Sheet for applicable year)