

THIS AGREEMENT is made this ____ day of _____, 2020, by and between the City of Kasson, a Minnesota municipal corporation, (the "City") and _____
_____ [name(s) & marital status] (the "Owner").

WITNESSETH:

WHEREAS, Owner is the fee owner of real property located in the City of Kasson and legally described on Exhibit A attached hereto (the "Subject Property").

WHEREAS, Chapter 53 of the City's Code of Ordinances is intended to assure the continued integrity of all aspects of the City's wastewater system.

WHEREAS, the City has identified a malfunction in the Owner's connection to the City's wastewater system that threatens the integrity of the system. In the interest of quickly repairing the integrity of the City's system, the City is willing to provide financial assistance for the repair (the "Repair Project") for the Subject Property and to specially assess the cost of the Repair Project to the Subject Property.

WHEREAS, the Owner desires to proceed with the Repair Project without notice of hearing or a hearing on the Repair Project, and without notice of hearing or hearings on the special assessments levied against the Subject Property to finance the Repair Project.

WHEREAS, the City is willing to provide financial assistance for the Repair Project in accordance with the request by the Owner and without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have valid and collectable special assessments as they relate to the Subject Property.

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not provide financial assistance for the Repair Project without such notices and hearings and is doing so solely at the behest, and for the benefit, of the Owner.

NOW, THEREFORE, ON THE BASIS OF THE COVENANTS AND OBLIGATIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Owner represents and warrants that it is the fee owner of the Subject Property, that it has full legal power and authority to encumber the Subject Property as herein provided, that in doing so it is not in violation of the terms or conditions of any instrument or agreement of any nature to which the Owner is bound or which relates in any manner to the Subject Property, and that there are no other liens or encumbrances against the Subject Property except those listed in Exhibit B attached hereto.
2. The Owner hereby petitions the City for financial assistance for the Repair Project. Owner acknowledges that the minimum cost for the Repair Project to be eligible for the program is \$500.00. The Repair Project shall be completed by a licensed contractor of Owner's choosing. Owner shall submit the invoice(s) for the Repair Project to the City for approval. After re-inspection of the property to verify compliance with the ordinance and upon the City's issuance of notice of compliance, the City shall remit payment of the approved invoice amount directly to the contractor.
3. The Owner consents to the City levying special assessments against the Subject Property for the Repair Project in accordance with Minn. Stat. Section 429.061 in the amount paid to the contractor.
4. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. Section 429.031, on the Repair Project and notice of hearing and hearing on the special assessments levied to finance the Repair Project pursuant to Minn. Stat. Section 429.061 and specifically requests that special assessments be levied against the Subject Property therefor without hearings.
5. The Owner waives the right to appeal the levy of special assessments in accordance with this Agreement pursuant to Minn. Stat. Section 429.081 and further specifically agrees with respect to such special assessments against the Subject Property that:
 - a. All requirements of Minn. Stat. Section 429 and City ordinance and policy with which the City does not comply are hereby waived by the Owner; and
 - b. The increase in fair market value of the Subject Property resulting from the Repair Project will be at least equal to the amount of the special assessments levied against the Subject Property, and that such increase in fair market value is a special benefit to the Subject Property.
6. The special assessments levied against the Subject Property shall be payable over a period of 10 years, and shall bear interest at the rate of 5.5% as of the date of the special assessment roll adoption by the City Council. The first installment of principal and interest shall be included in the first tax rolls completed after adoption of the resolution levying the special assessment.

7. The covenants, waivers and agreements contained in this Agreement shall bind the Owner and its successors and assigns and shall run with the Subject Property. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Dodge County, Minnesota, and the Owner agrees to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Subject Property.
8. This Agreement shall terminate upon the final payment of all special assessments levied against the Subject Property regarding the Repair Project. The City agrees to execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder upon receipt of such final payment.
9. Owner acknowledges that the City shall not provide any type of guaranty or warranty for the work performed as part of the Repair Project. Owner acknowledges that it is solely responsible for negotiating any such guaranty or warranty from the contractor for the Repair Project. Owner shall indemnify, defend, and hold the City harmless from any claims or damages arising from the Repair Project.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER(S)

STATE OF MINNESOTA)
) ss
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, Owner(s) of the Subject Property.

Notary Public

CITY OF KASSON

By: _____
 Its Mayor
By: _____
 Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Chris McKern and Timothy Ibisch, the Mayor and City Administrator, respectively, of the City of Kasson, a municipal corporation under the laws of the state of Minnesota, on behalf of the City.

Notary Public

Exhibit A
To Petition and Waiver Agreement

The legal description of the Subject Property is as follows:

Exhibit B
To Petition and Waiver Agreement

The Subject Property is subject to the following encumbrances and no others:

[list all mortgages, liens, etc.]