

AGREEMENT FOR PAYMENT OF SPECIAL ASSESSMENTS

This Agreement is entered into as of _____, 2017, by and between the City of Shakopee (“City”) and Franklin H. Haws, Jr., 225 Sommerville Street South (“Property Owner”)

RECITALS

- A. Property Owner is the owner of a parcel of land (“Property”) located at 225 Sommerville Street South, Shakopee, Scott County, Minnesota. The legal description of the Property is Lot 2 Block 028, Shakopee City.
- B. The City is considering the construction of a public improvement project known as the 225 Sommerville Street South Sewer Extension Project (“Project”). The Project includes installation of sanitary sewer within the alley north of 3rd Avenue from the existing sanitary sewer within Spencer Street South to 225 Sommerville Street South; and all street, alley, and boulevard restoration. Upon substantial completion of the Project, the City will levy special assessments against the Property.
- C. The City and Property Owner have agreed that the total amount of the special assessment to be levied against the Property will not exceed \$15,000. Property Owner and the City desire to enter into this Agreement to set forth the Property Owner’s obligations with respect to payment of the special assessment.

Now therefore in consideration of the mutual covenants and conditions set forth in this Agreement, the City and Property Owner agree as follows:

- 1. The Recitals are true and correct and are incorporated by reference into this Agreement.
- 2. Upon substantial completion of the Project, the City will levy a special assessment against the Property in an amount not to exceed \$15,000. Property Owner covenants and agrees to pay the actual amount of the special assessment in accordance with state law and the City’s ordinances and regulations. Property Owner may have up to 10 years to pay the special assessment.
- 3. Property owner shall have up to 3 years to connect to the public utilities that are being installed as part of the Project.
- 4. If the City levies special assessments against the Property in the amount of \$15,000, Property Owner is responsible for all other costs, such as the cost of a plumbing permit, the sanitary sewer connection fees (trunk sanitary sewer charge, a city sanitary sewer availability charge, and a metropolitan sanitary sewer availability charge), the costs associated with the disconnection and abandonment and/or removal of the existing private septic system, and the costs associated with the connection to the Project improvements.

5. Property Owner waives notice of hearing and waives the right to the hearing required by Minnesota Statutes, Section 429.031 on the special assessment to be levied on the Property up to a maximum of \$15,000.
6. Property Owner waives any and all rights to appeal or otherwise contest or challenge the levying of special assessments up to a maximum of \$15,000 against the Property, including but not limited to the right to challenge whether the increase in fair market value resulting from the Project is at least equal to the amount that is being assessed against the Property and that such increase in fair market value is a special benefit to the Property. Property Owner further agrees that any requirements of Minnesota Statutes, Chapter 429 with respect to the adoption or levying of the special assessments are waived to the extent that those requirements are not met.
7. The covenants, waivers and agreements contained in the Agreement shall run with the Property and shall bind future owners of the Property and their heirs, successors and assigns. Property Owner agrees to provide a copy of this Agreement to any buyer of the property before Property Owner signs a purchase agreement to sell the Property.
8. Property Owner will provide any necessary easements on the Property for the project at no cost to the City.
9. If Property Owner violates any of the covenants and agreements contained in this Agreement, the City may seek any legal remedy that it is otherwise entitled to under law, including but not limited to the option to commence a legal action for monetary damages or for specific performance. Property Owner agrees that the City shall be entitled to its administrative costs, legal costs, and reasonable attorney's fees in connection with said action provided that the City is successful in such action.
10. Any notices permitted or required to be given or made pursuant to this Agreement shall be delivered personally or mailed by United States Mail to the addresses hereinafter set forth by certified or registered mail. Such notices, demand or payment shall be deemed timely given or made when delivered personally or when deposited in the United States Mail in accordance with the above. Addresses of the parties hereto are as follows:

If to the City

City Administrator
City Hall
485 Gorman Street
Shakopee, MN 55379

If to Property Owner

11. Nothing in this agreement is intended to affect any other payments that might be due to the City, or any other governmental entity, at the time that the Property is platted or subdivided.

Property Owner:

STATE OF MINNESOTA)
) SS
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by _____ .

Notary Public
My Commission Expires_____

City of Shakopee:

By_____
Its Mayor

By_____
Its City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by _____ and _____ the Mayor and City
Administrator, respectively, of the City of Shakopee, a municipal corporation under Minnesota law.

Notary Public
My Commission Expires_____