**AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____,

by and between Dan Banta, a single person, of 3044 109th Lane NW, Coon Rapids, Minnesota 55433, hereinafter referred to as "Owner" and the City of Coon Rapids, a municipal corporation, hereinafter referred to as "City."

WITNESSETH:

The Owner is the owner of Lot 2, Block 1, Village Manaor Estates, Anoka County, Minnesota (PIN: 16-31-24-33-0040).

The property is currently served by a public santiary sewer. The service from the City main to the house sustained breakage of the sanitary sewer pipe and has failed to operate properly necessitating a repair of the service line. Owner's are unable to use their sewer service creating an unsanitary condition.

Owner has indicated an inability to pay for the repair of the line and has requested that the City advance the costs of the repair thereof in the amount of $2,650 and to assess the costs against the property.

The City Council determines that it is in the best interests of the City to have the necessary repairs made in order to correct the unsanitary conditions resulting from the nonfunctioning, broken sewer pipe and to assess the costs thereof against the Owner.

NOW, THEREFORE, the parties agree as follows:

1. The City has agreed to and has had the public sanitary sewer service line repaired from the main to the house located at the above address. The action taken by the City was predicated upon the request from the Owner of the property that the City take immediate action to assist in the repair and to assess the costs against the Owner.

2. The Owner requests that the City assess its costs against the Owner's property, such assessment to be spread over five years. The Owner hereby waives notice of an assessment hearing and right to object provided by Minnesota Statutes Section 429.061 for the improvement and specifically waives his rights to appeal said assessment as provided by Minnesota Statutes Section 429.081.

3. The Owner agrees that this agreement shall have the same force and effect as a petition present pursuant to Minnesota Statutes Section 429.031, subd. 3 and specifically waives any public hearings with respect to the proposed improvements.

4. The Owner further agrees that the assessments shall include a $64 administrative charge to reimburse the City for the costs incurred in the advancing of the funds and in assessing the costs thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Matthew S. Fulton, City Manager

OWNER:
[redacted]
_____
Owner's name

_____
Owner's name