**2. Agreement of Assessment and Waiver of Irregularity and Appeal**

THIS AGREEMENT, is made this \_\_\_\_\_ day of (month) , (year) , between the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of Minnesota, hereinafter referred to as the City, and \_\_\_\_\_ of \_\_\_\_\_ County, State of Minnesota, hereinafter referred to as owner.

In consideration of the action of the City Council, at the owner’s request, to cause the construction of \_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_ Street, between \_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_ and to assess \_\_\_\_\_ percent of the cost of $\_\_\_\_\_\_\_\_\_ to the owner, owner agrees to pay said percentage, as may be determined by the Council of the City to be a fair apportionment of the costs of said improvement estimated to be $\_\_\_\_\_\_\_\_\_ over a period of \_\_\_\_\_\_\_\_\_ years. Owner further agrees that the estimated assessment may be exceeded if the increases are a result of requests made by the property owner or otherwise approved by the property owner in a subsequent separate written document.[[1]](#endnote-2) Owner expressly waives objection to any irregularity with regard to the said improvement assessments and any claim that the amount thereof levied against owner’s property is excessive, together with all rights to appeal in the courts.

In testimony, whereof, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, has hereunto set his/her hand, the day and year first above written.

In presence of:

**END OF FORM**

1. Following Minn. Stat. § 462.3531, “property owners” may be substituted with “developers” where appropriate. [↑](#endnote-ref-2)