

**ARNA TOWNSHIP
PINE COUNTY
STATE OF MINNESOTA**

NUISANCE AND ZONING VIOLATION ABATEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 20___, by and between _____, hereinafter collectively referred to as the "Landowner" and Arna Township, a political subdivision of the State of Minnesota, hereinafter referred to as the "Township".

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property with PID No. _____, located at _____, hereinafter called the "Property". The property is located within the Township's Zoning District Zone ___ under the Arna Township Ordinance No. 2021-2 for Zoning, Subsurface Sewage Treatment Systems, Conditional Uses, Subdivisions, Floodplains, and Shoreland Management, as amended, the "Zoning Ordinance"; and

WHEREAS, the Arna Township Board of Supervisors is responsible for the enforcement of the Township's Zoning Ordinance and Ordinance No. 2021-1 an Ordinance Defining Nuisances, Prohibiting Their Creation or Maintenance and Providing for Abatement and Penalties for Violation Thereof, the "Nuisance Ordinance." Section 1 of the Nuisance Ordinance states in part that its purpose is to "protect the general health, safety, and welfare of the citizens of the Town of Arna Township by prohibiting the occurrence and maintenance of public nuisances and eliminating junk and blight within the Town"; and

WHEREAS, Landowner as the owner of the Property is in violation of Sections _____ of the Nuisance Ordinance in that Landowner's Property contains _____; and

WHEREAS, Landowner is also in violation of Sections _____ of the Zoning Ordinance; and

WHEREAS, the Township has provided written notice by personal service or by certified mail to the Landowner regarding the need to abate the violation of both the Nuisance Ordinance and Zoning Ordinance as indicated above; and

WHEREAS, the Township received communication from the Landowner stating that Landowner acknowledged the violations referenced above and that Landowner has requested that the Township cease ordinance enforcement activities to allow them time to complete the abatement of the above referenced Ordinance violations; and

NOW, THEREFORE, in consideration of the foregoing premises, and the following terms and conditions, the parties hereto agree as follows:

1. Landowner agrees that the presence of the items and conditions described previously, located on the Property, does constitute a violation of the Township's Nuisance and/or Zoning Ordinance.
2. That the Landowner shall have until _____, 202__ to completely abate the nuisance violations that currently exist on the Property and to otherwise bring the Property into compliance with the Nuisance Ordinance and Zoning Ordinance. In exercising this right, Landowner shall not relocate any of the items removed from the Property to another parcel of land within the Township unless otherwise agreed to in writing by the Town Board. The Township shall refrain from abating the Nuisance Ordinance and Zoning Ordinance violations on the Property prior to _____, 202__.
3. Should the Township, in its sole discretion, determine that nuisance and zoning violations continue to exist on the Property on or after that date, the Landowner hereby grants the Township, their agents, employees, officers, and contractors the right to enter onto the Property without notice to perform any and all work deemed appropriate by the Township under the terms of this Agreement including, but not limited to, the right to remove and dispose of the above listed items, and all other personal property located on the Property in the Township's sole discretion that contribute to the referenced Nuisance Ordinance or Zoning Ordinance violation(s). Landowner agrees that all such personal property contained therein or located on the Property may be removed and disposed of by the Township in its sole discretion without compensation to the Landowner. The Landowner agrees that any personal property or fixtures located on the Property have no monetary value and may be disposed of by the Township in the Township's sole discretion. Any revenues the Township may realize in disposing of Landowner's property shall offset the cost incurred by the Township in abating the Nuisance Ordinance and Zoning Ordinance violations. Landowner hereby specifically waives any notice requirements contained in Minnesota Statutes.
4. The Landowner shall not interfere with the Township's implementation of this Agreement.
5. Landowner agrees that the Township may special assess any and all unpaid costs incurred by the Township in abating the violation referenced above pursuant to any applicable Minnesota law. Should the Township assess Landowner's Property for the abatement costs, Landowner, it's successor or assigns, agrees not to contest or appeal such assessment and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes Chapter 429, Minnesota Statutes Chapter 463, Minnesota Statutes § 366.012 or any other applicable statute to the extent of the costs incurred by the Township under the terms of this Agreement which are estimated to be approximately \$_____. Landowner retains the right to appeal any assessment/certification above \$_____ to the extent permitted by Minnesota law. The assessment levied shall be payable in equal annual principal installments extending over a period of ten (10) years, the first of the installments to be payable on or before the first Monday of January 202__, and shall bear interest at a rate of six percent (6%) per annum. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

6. The action or inaction of the Township shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the Town Board. The Township's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
7. Landowner agrees to waive any and all claims whatsoever against the Township and its governing Town Board, agents, employees, contractors, and representatives as a result of the abatement work performed under this Agreement including but not limited to any claims for a taking under either the state or federal constitutions or under Section 1983 of Title 42 of the U.S. Code. Further, the Landowner shall hold the Township, its governing Town Board, agents, employees, contractors, and representatives harmless from any and all claims made by Landowner or third parties for damages sustained or costs incurred as a result of the work performed by the Township under the terms of this Agreement. The Landowner shall indemnify the Township and its officers and employees for all costs, damages or expenses which the Township may pay or incur in consequence of such claims, including attorney's fees.
8. Third parties shall have no recourse against the Township under this Agreement.
9. This Agreement represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statements, whether oral or written.
10. Once the zoning violation and nuisances currently existing on the Property have been abated by the Landowner or the Township pursuant to the terms of this Agreement, Landowner shall be permanently enjoined from maintaining Zoning Ordinance, Nuisance Ordinance or other such violations on the Property.
11. Should Landowner violate any of the terms of this Agreement, the Landowner shall pay all professional fees incurred by the Township as a result of Township's efforts to enforce the terms of this Agreement against Landowner. Said fees include attorney's fees and any other professional fees incurred by the Township in attempting to enforce the terms of this Agreement.
12. This Agreement can be executed in any number of counterparts each of which, when taken together as a whole, shall constitute a full and complete document.

IN WITNESS WHEREOF, the Township and the Landowner have caused this Agreement to be duly executed on the day and year first above written.

ARNA TOWNSHIP

LANDOWNER

Arna Township Chairman

Cheryl Wickham, Clerk