



DAKOTA COUNTY SEPTIC SYSTEM TAX ASSESSMENT PROGRAM

**NOTICE TO PROPERTY OWNER and
AGREEMENT OF ASSESSMENT AND WAIVER OF IRREGULARITY AND APPEAL**

Septic System Tax Assessment Program. The County shall provide funds to pay for an improvement to Owner's property consisting of the design, installation or repair of an individual septic system or cluster-type septic system, which will result in a water quality improvement. The improvement to Owner's property shall be repaid by property tax assessment. The costs associated with the improvement will be paid directly to the licensed septic contractor, when all the requirements have been met.

Covenant to Repay Funds. Owner(s) agrees, promises, and covenants to repay the funds provided by the county pursuant to this Agreement, including interest, for the repair or replacement of the Septic System identified below by Owner's obligation to repay said proceeds shall be secured by assessment against the Owner's property as provided herein.

THIS AGREEMENT, is made this _____ day of _____, 20____, between the County of Dakota, and _____ and _____ ("Owners") of Dakota County, State of Minnesota.

This loan is an assessment on the property pursuant to Minn. Stat. § 115.57 and Dakota County Ordinance 113. At the Owner's request, to initiate repair or replacement of a failing septic system on Owner's property, identified as Property Identification Number: _____, located at _____, and to assess one hundred percent (100%) of the cost to the Owner(s). Owner(s) agree to pay the cost of improvement, with accrued interest at three percent (3%) annually, over a period of 10 years. Owner(s) expressly waive objection to any irregularity with regard to the said improvement assessment and any claim that the amount thereof levied against Owner's property is excessive, together with all rights to appeal in the courts.

Expiration date. The Owner(s) shall complete the Septic System repair or replacement within three (3) months of making application. The final assessment amount will be unknown until the work has been completed, and the certification of assessment has been made. An estimate of accrued interest will be provided at that time. If the project is not completed within this timeframe, the Owner(s) must reapply.

Terms of Funding Agreement and Repayment. The assessment against the property benefited under this agreement shall be payable in 5 years for loan amounts under \$5000 and 10 years for loan amounts over \$5000 in equal annual installments. To the first installment shall be added interest on the entire assessment from the date the funds were disbursed until December 31 of the year in which the first installment is payable, and to each subsequent installment shall be added interest for one year on all unpaid installments, at an interest rate of three percent (3%).

The annual installment and interest shall be collected at the same time and in the same manner as real property taxes. For disbursements made by November 15th, the first annual installment is due with property taxes payable in the next tax year.

Prepayment Right. The Septic Tax Assessment is voluntary. The Owner has the right to pre-pay the entire assessment. The Owner(s) may prepay the total assessment prior to being certified to the County Auditor, without accruing interest.

Payment can be made in person or in writing. Send a written request with a check made payable to:

Dakota County Property Taxation & Records
Attn: Michael Johnson
1560 Highway 55
Hastings MN 55033

After the first installment of an assessment is entered on the tax list, Owner may prepay the entire assessment remaining due before November 15 with interest accrued to December 31 of the year in which the prepayment is made.

Timely Performance by Owner. The time of performance by Owner(s) of the terms of this Agreement is an essential part of this Agreement. Owner(s) agrees to pay all court costs, legal fees, and other expenses incurred by the County to enforce this Agreement, if the owner shall fail to timely perform any of its obligations hereunder.

Waiver of Notice, Hearing and Appeal of. By executing this Agreement, Owner agrees that the funds administered by the County shall be levied as an assessment against the above described property, without any notice or hearing as may otherwise be required by law. Owner waives any and all objections to any irregularity with regard to the assessments levied for the improvements and waives any claim that the amount of the assessments levied is excessive. Owners specifically waives any right to appeal the assessment levied by this Agreement, or the procedures followed for approval of the SSTS project, and expressly agrees that the benefits received by the improvement are reflected by total amounts assessed.

Operation and Maintenance. Owner(s) agrees that after the improvement is completed, as determined by the County and a Certificate of Compliance is issued by the appropriate authority, Owner shall be responsible for the maintenance, repair, replacement and operation of the individual on-site septic system and Owner(s) will be responsible for all costs related to such maintenance, repair, replacement, and operation. Until all assessments levied against the subject property for the cost of the installation of the system have been paid in full, Owner(s) agrees not to make any alterations or additions to the improvement project without the prior written approval of the County. No structure may be placed on or over the drain field or mound system, nor may activities other than normal lawn maintenance be performed on top of such systems. Owner(s) agrees to adopt a reasonable septic pumping schedule in accordance with county requirements.

Property Sale. The assessment must be paid in full immediately upon the sale, transfer, or conveyance of the property. The Owner may pre-pay the assessment at any time without penalty.

BY YOUR SIGNATURE, you acknowledge receipt of this notification as required by Minn. Stat. § 115.57, and agree to abide by the terms set forth in this notification.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year below written.

In presence of:

| | |
|--|------------------------------|
| STATE OF MINNESOTA |) |
| |)ss. |
| COUNTY OF DAKOTA |) |
| The foregoing instrument was acknowledged before me this _____ day of _____, 20____, | |
| by owner(s) _____ and _____. | |
| (stamp) | _____ |
| | Notary Public |
| | My commission expires: _____ |

For County Signature Only

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the Supervisor of the Water Resources Unit on behalf of said County with full authority to so to do.

(stamp)

Notary Public

My commission expires: _____

This Agreement approved as to form:

Helen Brosnahan
Assistant Dakota County Attorney

This instrument drafted by:

Dakota County Attorney's Office
1560 Highway 55
Hastings MN 55033

**** THIS DOCUMENT MUST BE RETURNED WITH THE SEPTIC SYSTEM TAX ASSESSMENT APPLICATION ****