

CITY OF MANKATO, MINNESOTA

**RESOLUTION ADOPTING AN ABATEMENT AGREEMENT AND AUTHORIZING
THE ABATEMENT OF PUBLIC NUISANCES AT 312 HUBBELL AVENUE IN THE
CITY OF MANKATO, MN**

WHEREAS, the City has received Complaints regarding the condition of 312 Hubbell Avenue, (the “Property”); and

WHEREAS, Sandra and Norman Weston, a married couple, are the fee owners of the Property (“Property Owner”); and

WHEREAS, Alastair Weston resides at the Property (“Resident”) and has purchased the Property on a contract for a deed from the Property Owner; and

WHEREAS, after getting consent from the Property Owner and the Resident, City staff inspected the Property on June 6, 2024, and found and documented numerous code violations existing on the Property, as set forth in the Department of Public Safety Narrative Report, attached as Exhibit A; and

WHEREAS, the front and back yards of the Property are littered with refuse as depicted in the photographs attached as Exhibit B and incorporated; and

WHEREAS, there are items being stored on the front and back yard of the Property in violation of City Code, including but not limited to:

- Dishes,
- Clothing,
- Indoor furniture,
- Blankets,
- Books; and

WHEREAS, Property Owner and Resident voluntarily agreed to enter into an Abatement Agreement (“Agreement”) attached as Exhibit C and executed that Agreement on August 28, 2024 and August 19, 2024 respectively; and

WHEREAS, the Property Owner and Resident further executed a Consent to Enter, Inspect, and Abate (“Consent”) attached as Exhibit D giving the City the right to immediately enter the Property to inspect, obtain estimates, and abate the nuisance conditions, and assess the costs of the abatement to the Property; and

WHEREAS, Mankato City Code § 9.66 states that “[i]t is unlawful for any person to maintain a public nuisance by his act of failure to perform a legal duty, and for purposes of this section, a public nuisance shall be defined as any of the following: (1) maintaining or permitting a condition which unreasonably annoys, injures or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public....”; and

WHEREAS, Mankato City Code § 9.13, subd. 3 makes it unlawful for any person to place, retain or store, or for any person, as an owner or occupant having control of a premises within the City to permit the placement, retention or storage, upon such premises, of any refuse, garbage, swill or waste matter, unless placed, retained or stored completely within a container or containers as required by City Code; and

WHEREAS, Mankato City Code § 9.13, subd. 3 further makes it unlawful for any person to place, retain or store, or for any person, as an owner or occupant having control of a premises within the City, to permit the retention, placement or storage, upon such premises, of any refuse, garbage, swill or waste matter placed, retained or stored completely within a container or for any period of time in excess of seven (7) days; and

WHEREAS, Mankato City Code § 9.13, subd. 4 states that any accumulation upon any premises within the City of any refuse, garbage, swill or waste matter not stored in a container or containers as required by City Code, or stored in such a container or containers upon such premises for a period in excess of seven (7) days, is hereby declared to be a hazard to the public health and safety, and a public nuisance, and shall be abated according to the provisions of Mankato City Code § 9.77; and

WHEREAS, Mankato City Code § 9.15 states that “[i]t is unlawful for any person to deposit garbage, rubbish, ... or other litter in or upon any public street, public or private lands....”; and

WHEREAS, the documented garbage, litter and refuse on the Property represents a nuisance in violation of Mankato City Code §§ 9.13, 9.15 and 9.66 which may be abated under Mankato City Code § 9.77; and

WHEREAS, the Property Owners and Resident voluntarily entered into an Agreement in which they agreed to remedy the violations by September 20th, 2024 or the City could enter and abate any remaining violations; and

WHEREAS, the existing Code violations have not been remedied and the Property remains a nuisance and in violation of City Code; and

WHEREAS, in part, the Consents signed by the Property Owners and Resident allow the City immediate access to the Property to abate code violations existing on the Property; and

WHEREAS, the Property Owners and Resident have agreed that they will not object to the City entering the Property to perform the abatement; and

WHEREAS, the Property Owner and the Resident have agreed that they will not object to the assessment of any and all abatement expenses to the Property; and

WHEREAS, the City sent the Property Owner and Resident a letter dated September 24, 2024 via Certified Mail, and via additional Personal Service to the Resident, informing the Property

Owner and Resident of the passage of the abatement deadline, notifying them of Council's consideration of the matter at the October, 15, 2024 meeting and providing them with an estimate for the City to abate of \$2,000; and

WHEREAS, staff recommends the City Council approve the Abatement Agreement and direct staff, after providing a copy of the fully executed Abatement Agreement along with notice to the Property Owner and Resident, to enter the property and abate the existing City Code violations on the Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato:

1. The City Council adopts, as factual findings, all of the above recitals.
2. Based on the aforementioned findings, the Property is hereby deemed in violation of Mankato Code §§ 9.13, 9.15 and 9.66 and is deemed a nuisance affecting the health and safety of the residents of the City and which may be abated under Mankato Code §9.77.
3. The City Council approves the Abatement Agreement previously signed by the Property Owner and Resident and authorizes the Mayor and City Manager to sign the Abatement Agreement.
4. The City Council further directs City Staff to perform the necessary steps to abate the nuisance conditions of the property, including but not limited to, obtaining quotes, hiring a contractor to perform the abatement and entering onto the Property to abate the nuisance conditions.

Adopted this ____ day of _____ 2024

Najwa Massad, Mayor

ATTEST:

Renae Kopischke, City Clerk

(SEAL)



DEPARTMENT OF PUBLIC SAFETY
City of Mankato, MN - Leading the way... Making a Difference



NARRATIVE REPORT

OFFENSE: NUIS		Officer: Devan Mortwedt # 3175		ICR: 24-15341																
DATE/TIME OF INCIDENT OR REPORT: 08/13/2024 @ 2211		☐ INITIAL NARRATIVE ☐ SUPPLEMENT ☐ FOLLOW UP INVESTIGATION																		
ASSOCIATED REPORTS	☐ Pictures ☐ Evidence-Property ☐ Squad Video: ☐ Liberty Video ☐ Transcription(s)	☐ Tow Report ☐ JV Data Sheet ☐ School Notice ☐ Detox Hold Form ☐ 72 Hour Hold Form	☐ Letter of Transmittal ☐ County Attorney ☐ Other Agency ☐ Citizen Arrest ☐ Tab Charge(s): ☐ Citation(s):	☐ Subject Aggression Rpt ☐ Taser #: ☐ Other Officer (#)	☐ Other (specify):															
	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td rowspan="3" style="width: 5%; text-align: center;">S T A T U S</td><td colspan="5">☐ ALC. RELATED/ <u>POLD</u>: _____ ☐ OFFICER ASSAULTED ☐ GANG RELATED ☐ JUVENILE ☐ SCHOOL RELATED: _____</td></tr><tr><td colspan="3">Follow-Up: ☐ Officer # ☐ Detective ☐ LETSS ☐ Patrol ☐ CSO ☒ None Needed</td><td colspan="2">Child Abuse: ☐ Substantiated ☐ Unsubstantiated</td></tr><tr><td colspan="5">☐ Cleared/Arrest ☐ Exceptionally Cleared ☒ Cleared ☐ Cleared/LOT ☐ Inv. Cont. ☐ Inv. Pending ☐ Unfounded ☐ Inactive ☐ YLP</td></tr></table>					S T A T U S	☐ ALC. RELATED/ <u>POLD</u> : _____ ☐ OFFICER ASSAULTED ☐ GANG RELATED ☐ JUVENILE ☐ SCHOOL RELATED: _____					Follow-Up: ☐ Officer # ☐ Detective ☐ LETSS ☐ Patrol ☐ CSO ☒ None Needed			Child Abuse: ☐ Substantiated ☐ Unsubstantiated		☐ Cleared/Arrest ☐ Exceptionally Cleared ☒ Cleared ☐ Cleared/LOT ☐ Inv. Cont. ☐ Inv. Pending ☐ Unfounded ☐ Inactive ☐ YLP			
S T A T U S	☐ ALC. RELATED/ <u>POLD</u> : _____ ☐ OFFICER ASSAULTED ☐ GANG RELATED ☐ JUVENILE ☐ SCHOOL RELATED: _____																			
	Follow-Up: ☐ Officer # ☐ Detective ☐ LETSS ☐ Patrol ☐ CSO ☒ None Needed			Child Abuse: ☐ Substantiated ☐ Unsubstantiated																
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Synopsis:

On March 29, 2024, Mankato Department of Public Safety received a complaint in reference to 312 Hubbell Avenue, Mankato via the web-based customer service platform that read, "Neighbor who wishes to remain anonymous due to safety concerns. She stated burned RV is still sitting in the driveway, there is garbage all over the porch and yard. She said this has grown over the past week or so."

This complaint came while me and 3196, CSO Hendley were already in conversation with the property owner about what the issues were and how they could be resolved.

Public Safety has a public nuisance complaint history dating back to 2022 when the house was purchased by the current owner/resident, Alastair Weston (DOB 07/21/1981). Historically, the issue is brought to the attention of Weston, who with the help of his mother, Sandra was able to resolve the matter without further intervention by Public Safety.

The March 29, 2024, complaint was initially handled the same way; a discussion was had with Weston, who laid out a plan to get the matter resolved and asked for time to make that happen. Weston and I agreed that I'd check back in with him every 10 days (or so) and as long as notable progress is happening, we can work together to establish any necessary timelines. These check ins occurred until progress slowed to a stop in April 2024. Even after further discussions with Weston, progress failed to continue therefore a violation letter was issued to Weston dated April 29 which described each violation and provided a completion date of 30 days. A copy of this letter was also mailed to his parents, Sandra and Norman Weston as they are fee holders for the property as the property is being purchased by Weston from his parents by way of contract for deed. Again, Weston and I had a discussion in which I'd told him as long as progress was happening, I was willing to be flexible on the deadline. Weston worked toward improvement then would regress, we verbally agreed to June 8, 2024, as the deadline to have the issue resolved in its entirety or I would be moving forward with a Notice and Order to Abate. During that conversation I informed him fully of the abatement process.

Sandra Weston called me on June 4, 2024, and we spoke at length about what Alastair was facing should he not bring his current violations into compliance including the abatement process. I further informed Sandra that should the fees associated with that process go unpaid by Alastair that they'd fall back to Norman and Sandra as they are still owners in part of the property. Sandra informed me that Alastair is estranged from his parents, they

Date: 08/13/2024**Officer** Devan Mortwedt # 3175**ICR** 24-15341



DEPARTMENT OF PUBLIC SAFETY
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NARRATIVE REPORT

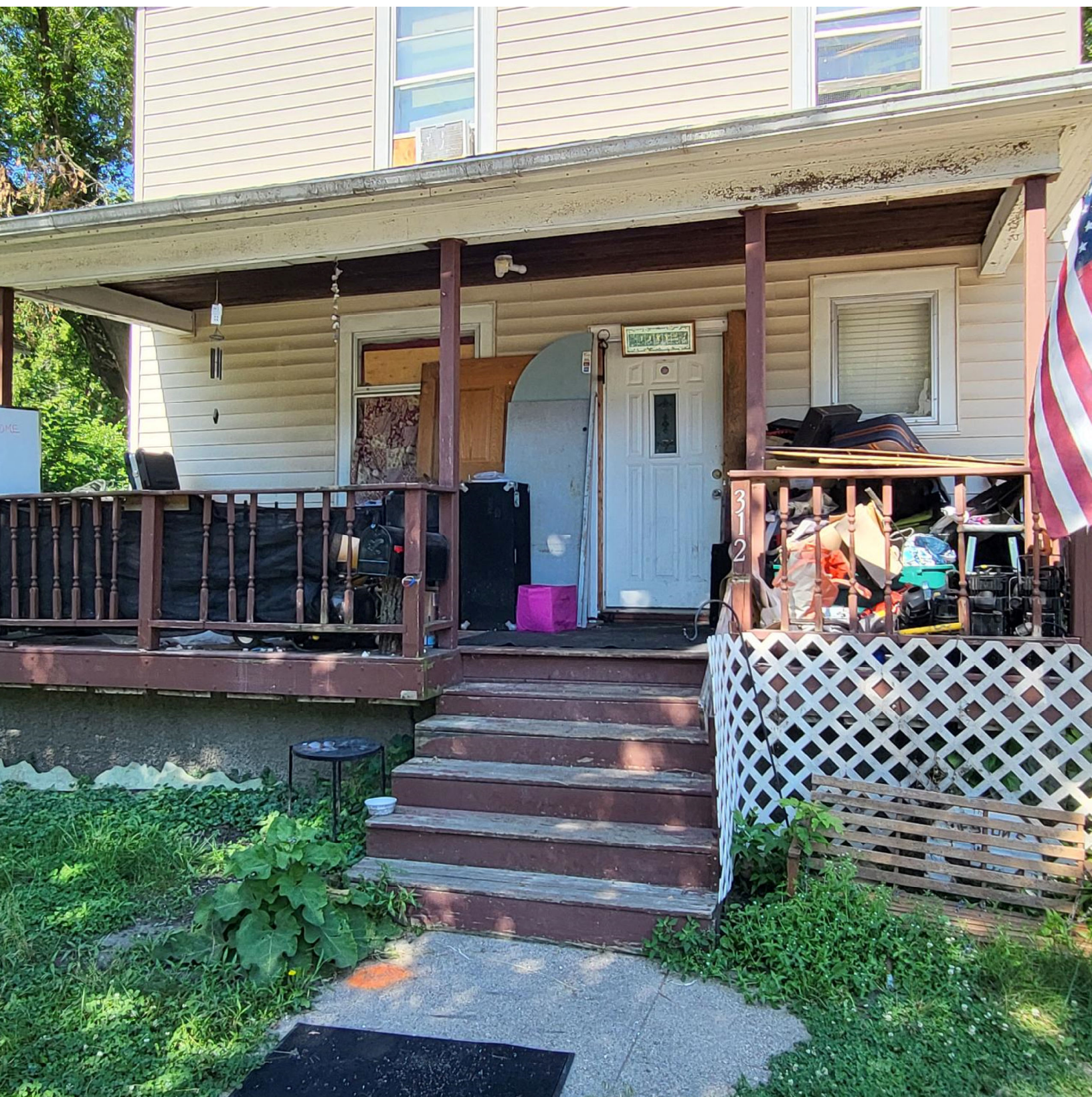
do not have any contact. Alastair struggles with substance use and an unmedicated schizophrenic diagnosis. When speaking details regarding the abatement process, she had said she was expecting something like that to be the resolution. Further she'd said, "I'll end up footing the bill no matter what is done, so do what you need to do, please just continue to keep me updated." I encouraged her to hire a contracting company to do the work on her own as it would be far less costly than if the city were to do it through abatement. Sandra told me that was not an option given the status of their estranged relationship that was not something she would be doing.

The 1st Notice and Order to Abate Nuisance was issued on June 12, 2024, giving Weston a final inspection date of June 24, 2024. Around the time of final inspection Mankato was experiencing catastrophic flooding which led to the final inspection taking place on June 28, 2024. During that inspection, it was discovered that Weston had accumulated more items rather than having made progress in removing them. Again, Weston and I discussed the abatement process and what he was facing if he didn't come into compliance on his own.

A 2nd Notice and Order to Abate Nuisance was issued on July 5, 2024, giving Weston until July 16, 2024, to have the issue resolved. Final inspection occurred on July 18, 2024, which the state of the property remains a large scale, public nuisance.

Weston has understood from the beginning what the issues are, how to rectify the issues, and what the consequences are for failing to do so. During each conversation about such, he was engaged and asked questions of what he did not understand. Each time Weston and I speak he has a very elaborate plan for the resolution of the property but fails to follow through with his plan. The city has attempted to encourage and support Weston in voluntary compliance since April 2024 to no avail. Due to this, the matter is being referred to the city's attorney to begin the legal, abatement process.

End of report.





B-2



B-3











ABATEMENT AGREEMENT

This Abatement Agreement (the “Agreement”) is entered into as of this ____ day of _____, 2024, by and between the City of Mankato, a Minnesota municipal corporation (the “City”), Sandra and Norman Weston, (the “Owners”), a married couple, and Alastair Weston (the “Resident”). The City, the Owners, and the Resident shall be referred to collectively herein as the “Parties.”

RECITALS

WHEREAS, the Owners are the fee owners of certain real property located at 312 Hubbell Avenue in the City of Mankato, Blue Earth County, Minnesota and legally described on the attached **Exhibit A** (the “Property”); and

WHEREAS, the Resident currently resides at the Property and has a contract for a deed for ownership of the Property with Owners; and

WHEREAS, the Property contains, in part, a single-family residential dwelling with an attached front porch (the “Porch”); and

WHEREAS, Devan Mortwedt, the Community Resource Coordinator have visually inspected both the exterior of the Property and the Porch; and

WHEREAS, nuisance conditions exist on the Property due to the refuse and items being stored in the front and back yards of the Property and on the Porch; and

WHEREAS, based on above-described conditions, the City has determined that the Property contains numerous nuisance conditions and is in violation of Mankato City Ordinances Section 9.66 prohibiting nuisance conditions and Section 9.13 prohibiting storage of refuse outside of a container; and

WHEREAS, the City believes the Property may constitute a hazardous property as that term is defined in Minn. Stat. § 463.15; and

WHEREAS, pursuant to both Minnesota Statutes, chapter 463 and Section 9.77 of the Mankato City Code, the City is authorized to initiate formal legal proceedings to require that the Resident and Owner abate the aforementioned conditions of the Property and, in the event that the Resident fails to do so, the City is further provided with the statutory authority to perform said abatement on its own and assess the Property for the cost thereof; and

WHEREAS, by entering into this Agreement, the Parties wish to jointly facilitate the abatement of the Property's unlawful condition and avoid formal legal proceedings, as authorized under state and local law.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The Parties agree that the foregoing Recitals are true and correct and are fully incorporated into this Agreement.
2. **The Property.** The Parties agree and acknowledge that based on the present conditions of the Property, which includes violations of the Mankato City Code, the Property is a nuisance under Mankato City Ordinance 9.66. The Owners and Resident represent that they have a valid interest in the Property and that they have the full legal power and authority to enter into this Agreement.
3. **Abatement Work.** The Resident agrees to remove the following items from the front and back yards and attached front porch of the Property:
 - All refuse and garbage
 - Clothing
 - Dishes
 - Indoor furniture
 - Blankets
 - Books
 - Any other debris or items being stored outside of the Dwelling on the front porch or in the front or back yards.

("Nuisance Conditions")

The Resident is in agreement to start work to eliminate the nuisance conditions immediately, and to completely remove all nuisance conditions by **Friday, September 20th, 2024**. The City shall have sole discretion in determining whether the work performed meets the requirements of the City's Code. If the Resident fails to comply with the timeline set forth herein, the Resident and Owners authorize the City and its employees, agents, and contractors, to enter the Property and the Porch for purposes of obtaining estimates for the work necessary to abate the public nuisance conditions therein and to abate the same. The City has sole discretion in determining whether the nuisance conditions on the Property have been abated. The Parties agree that, should the City or third-party contractors hired by the City undertake the work described above to abate the public

nuisance conditions of the Property, 100 percent of the actual cost of the work performed by the City or its contractors shall be assessed against the Property in accordance with section 5 below. Said assessment shall also include the City's costs related to drafting and recording this Agreement, which but for the Resident and Owners' failure to maintain the Property would not have been incurred by the City.

In the alternative, the Resident and Owners may consent, by providing written consent to the City and signing this agreement, to allow the City, or a designated representative of the City, to enter the Property and remove the Nuisance Conditions and the City to assess one hundred percent of the actual cost of the work performed by the City or its designated representative to be assessed against the Property pursuant to this Agreement. If Owners and the Resident so desire the City to immediately abate the Nuisance Conditions, please contact Devan Mortwedt at dmortwedt@mankatomn.gov no later than August DATE, 2024 indicating that request and including the written consent and waiver attached as **Exhibit B** to this Agreement.

Any property removed by City pursuant to this Agreement will be considered items of no value or in unsanitary conditions and Parties agree to the items being immediately discarded. Any weapons, controlled substances and stolen items would be given to local law enforcement for processing pursuant to state law.

4. Civil Proceedings. By entering into this Agreement, the City agrees that it will not initiate formal legal proceedings in civil court against the Owners or the Resident regarding the Property's unlawful conditions, except as otherwise expressly authorized in section 8 of this Agreement, unless the Resident or Owners breach any of the terms of this Agreement.

5. Special Assessment of City; Waivers. The City shall be authorized, pursuant to Minnesota Statutes, Sections 429.101 and 429.021, the Mankato City Code, and this Agreement, to assess the expenses that it incurs to undertake any nuisance or hazardous condition abatement and the costs incurred in drafting and recording this Agreement, in an amount not to exceed the actual cost of said work. The Owners and Resident waive the right to object to the City's assessment of such costs, and further waive the right to appeal the levy of the special assessment pursuant to Minnesota Statutes, Section 429.081 and specifically agrees with respect to such special assessment against the Property that:

- (a) Any requirements of Minnesota Statutes, Chapter 429 with which the City does not comply are hereby waived;
- (b) The increase in fair market value of the Property as a whole resulting from the work will be in an amount at least equal to the total cost assessed to the Property, and that such increase in fair market value is a special benefit resulting from said work; and
- (c) Assessment of the actual cost of the work against the Property as outlined above is reasonable, fair, and equitable and there are no other properties against which such costs should be assessed.

6. Right of Entry.

- (a) The Owners and Resident hereby grant to the City, and its agents, employees, contractors, and invitees, the right to enter upon the Property and the Porch for the purpose of conducting all activities on the Property necessary to accomplish the abatement in accordance with this Agreement, for the further purpose of storing materials, equipment, and other items thereon which are needed in connection with the abatement, and for the purpose of inspecting the Property and the Dwelling to determine compliance with this Agreement.
- (b) The right of entry outlined herein shall expire upon completion of the abatement and final inspection by the City of the Property and Dwelling to ensure that they are no longer in violation of state and local laws.
- (c) In consideration for such right of entry, the City agrees to use the Property only for the purposes described herein and will do no unnecessary damage to the land.

7. **Indemnification; Waiver of Claims.** If the City needs to enter the property for any reason under this agreement, the Owners and Resident agree to indemnify, hold harmless, and defend the City, its officials, employees, contractors, and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees which they, or their agents or contractors may hereinafter sustain, incur, or be required to pay, arising out of or by reason of this Agreement. Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes Chapter 466 or otherwise. The Owners and Resident waive any and all claims against the City for the removal or destruction of any and all materials or personal property that is reasonably necessary as part of the abatement, and the City may dispose of said items and need not make any attempt to salvage or sell said items.

8. **General Provisions.** This Agreement represents the entire agreement between the Parties and supersedes in all respects all prior agreements of the Parties, whether written or otherwise, with respect to the Property. No change, modification or waiver of any provisions of this Agreement will be binding unless it is in writing and signed by both Parties. This Agreement shall be construed according to the laws of the state of Minnesota.

9. **Execution in Counterparts.** This Agreement may be executed and delivered in multiple counterparts, each of which, when so delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement.

10. **Run with the Land.** The provisions of this Agreement shall run with the land and be binding upon the Parties and their respective heirs, successors, and assigns.

11. **Recording.** The City may record this Agreement against the Property in the land records of Blue Earth County. It is the intent of the Parties that this Agreement is in a form which is recordable among the land records and the Parties agree to make any changes to this Agreement as may be necessary to effectuate the recording and filing of this Agreement against the Property.

12. Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision, or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected, and each term, provision, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Compliance with Laws and Regulations. In performing all obligations contained herein, the Parties must abide by all applicable federal, state, and local statutes, ordinances, rules, and regulations. This Agreement is neither a substitute for, nor a waiver of, the City's permitting and inspection requirements.

14. Termination of Agreement. This Agreement shall terminate upon final payment of the special assessment levied against the Property regarding the work outlined herein. Upon termination of this Agreement and a written request by the Owner, the City shall thereafter execute and deliver such documents, in recordable form, that are necessary to extinguish the rights hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their names and on their behalf on or as of the dates indicated herein.

THE CITY:

By: _____
Najwa Massad, Mayor

By: _____
Susan MH Arntz, City Manager

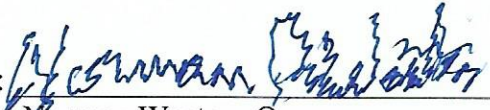
STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Najwa Massad and Susan MH Arntz, the Mayor and City Manager, respectively, of the City of Mankato, a Minnesota municipal corporation, on behalf of the City.

Notary Public

THE OWNERS:

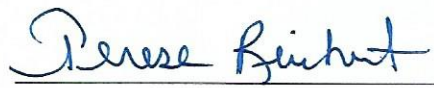
By: 
Sandra Weston, Owner

By: 
Norman Weston, Owner,

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

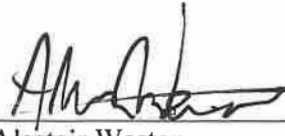
The foregoing instrument was acknowledged before me this 28 day of August, 2024,
by Sandra and Norman Weston, a married couple.




Notary Public

THE RESIDENT:

By:


Alastair Weston

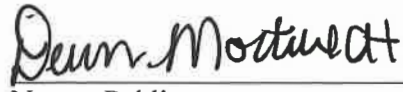
STATE OF Minnesota

) ss.

COUNTY OF Blue Earth

The foregoing instrument was acknowledged before me this 19 day of August, 2024,
by Alastair Weston.




Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Property

Lot 10 Block 1, Hubbell's addition to Mankato.

EXHIBIT D

CONSENT TO ENTER, INSPECT AND ABATE

RECITALS

1. Sandra and Norman Weston (the “Owners”) hold fee title to the residential property in Blue Earth County, located at: 312 Hubbell Avenue, Mankato, MN, legally described as Lot 10 Block 1, Hubbell’s addition to Mankato (the “Property”). Alastair Weston (the “Resident”) resides on the Property and has a contract for a deed to obtain ownership of the Property.
2. The City has an Abatement Agreement with Owners and Resident dated _____ (the “Agreement”) which allows the City to enter the Property to abate nuisances and remedy code violations if the Resident does not meet deadlines or conditions of that Agreement.
3. The Owners and Resident agree that, under the Agreement, the City can enter the Property, abate the Nuisance Conditions, and assess the costs of doing so as set forth in the Agreement.
4. The Owners and Resident wish to give the City permission to enter the Property **immediately** to remedy the Nuisance Conditions.
5. The Owners and Resident agree that they will not object to the City, or a representative of the City, entering the Property to do inspections, obtain estimates and abate the Nuisance Conditions (the “Abatement”).
6. The Owners and Resident further agree that they will not object to the City assessing the Abatement Expenses and the administrative fee against the Property (collectively, the “Expenses”).

NOW THEREFORE, the Owners and Resident consent to the following:

- A. The Owners and Resident agree that the City may take the necessary action to complete the abatement. This will include removing the following items from the property:
- All refuse and garbage
 - Clothing
 - Dishes
 - Indoor furniture
 - Blankets
 - Books
 - Any other debris or items being stored outside of the Dwelling on the front porch or in the front or back yards.

B. The Owners and Resident grant access to the Property for the City's employees, agents and contractors for the purpose of obtaining estimates for the Abatement and completion of the Abatement.

C. The Expenses shall be certified by the City against the Property. The Owners and Resident, for themselves and their successors and assigns, expressly waive any and all procedural and substantive objections to the Abatement and the special assessment of the Expenses, including, but not limited to, any hearing or notice requirements and any claim that the assessment amount exceeds the benefit to the Property. The Owners and Resident, for themselves and their successors and assigns, waive any appeal rights available pursuant to Minnesota Statutes, Section 429.081 or any other provisions of municipal or state law.

D. The Owners and Resident agrees to protect, defend, indemnify and hold the City and its officials, employees, contractors and invitees harmless from and against any and all losses, costs, claims, fines, charges, damages and expenses, including, without limitation, reasonable attorneys' fees, consultant and expert witness fees by reason of the execution of this Agreement and Waiver or the performance of this Agreement and Waiver.

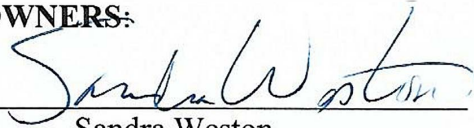
E. This Agreement and Waiver shall inure to the benefit of and be binding upon the Owners and Resident and their respective successors and assigns.

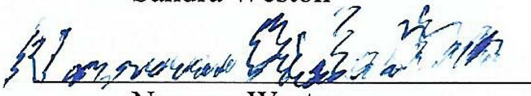
F. Nothing in this Agreement and Waiver shall prohibit the City from being able to take enforcement action and specially assess expenses associated with that action with respect to any other outstanding or future code violation on the Property.

DATE: 08/28/2024

DATE: 08/28/2024

OWNERS:


Sandra Weston


Norman Weston

RESIDENT:

DATE: _____

Alastair Weston

B. The Owners and Resident grant access to the Property for the City's employees, agents and contractors for the purpose of obtaining estimates for the Abatement and completion of the Abatement.

C. The Expenses shall be certified by the City against the Property. The Owners and Resident, for themselves and their successors and assigns, expressly waive any and all procedural and substantive objections to the Abatement and the special assessment of the Expenses, including, but not limited to, any hearing or notice requirements and any claim that the assessment amount exceeds the benefit to the Property. The Owners and Resident, for themselves and their successors and assigns, waive any appeal rights available pursuant to Minnesota Statutes, Section 429.081 or any other provisions of municipal or state law.

D. The Owners and Resident agrees to protect, defend, indemnify and hold the City and its officials, employees, contractors and invitees harmless from and against any and all losses, costs, claims, fines, charges, damages and expenses, including, without limitation, reasonable attorneys' fees, consultant and expert witness fees by reason of the execution of this Agreement and Waiver or the performance of this Agreement and Waiver.

E. This Agreement and Waiver shall inure to the benefit of and be binding upon the Owners and Resident and their respective successors and assigns.

F. Nothing in this Agreement and Waiver shall prohibit the City from being able to take enforcement action and specially assess expenses associated with that action with respect to any other outstanding or future code violation on the Property.

OWNERS:

DATE: _____

Sandra Weston

DATE: _____

Norman Weston

RESIDENT:

DATE: 8/19/2024



Alastair Weston