

**AGREEMENT CONCERNING COMPLIANCE INSPECTIONS
PRIOR TO TRANSFER OF OWNERSHIP**

WHEREAS, _____ hereinafter "**Seller**", whether one or more, is transferring to, _____ hereinafter "**Buyer**", whether one or more, the following described property located in the City of Tyler, County of Lincoln, State of Minnesota:

- **ATTACH LEGAL DESCRIPTION** (Please include as Exhibit A)
- **ATTACH BUYER & SELLER NAME, ADDRESS & PHONE** (Please include as Exhibit B)

WHEREAS, in conformance with the Tyler City Code; Chapter 4A.70 INSPECTION; By January 1, 2022, every person owning improved real estate, or contractors and builders who are building a structure connected to the City's sanitary sewer system, shall obtain an inspection of each building located on such property by a licensed plumber or inspector that is approved by the city. The purpose of this inspection shall be to confirm that there is no prohibited discharge into the municipal sanitary sewer system. The inspector must inspect the property's sump pump, sewer service lateral, arid groundwater drainage system, and upon completion, return to the city an inspection form provided by the City documenting the results of the inspection. All costs associated with an inspection shall be the responsibility of the property owner. The owner or owner's representative is required to complete an inspection and obtain a certificate of compliance issued by the City before such property is offered for sale, gifted or transferred, and before the owner or owner's representative enters into any contract for deed or other transaction changing the party responsible for the property. A certificate of compliance shall be issued by the City upon successful completion of an inspection. A certificate of compliance shall be valid until the property is again offered for sale, gifted or transferred, and before the owner or owner's representative enters into any contract for deed or other transaction changing the party responsible for the property.

WHEREAS, in conformance with the Tyler City Code Chapter 4A.80 CORRECTIONS; Upon notice that the discharge of clear water on a property is not in compliance with this ordinance, the owner or occupant of the property shall cease from discharging clear water in violation of this ordinance and shall make the necessary repairs and corrections to discharge the clear water in accordance with this ordinance. Discharge of clear water in compliance with this ordinance shall be completed within 30 days of the date of notice of noncompliance, or as determined by the city Utility Supervisor or city Administrator. A second inspection of the property shall be completed after 30 days following the notice of noncompliance.

WHEREAS, in conformance with the Tyler City Code Chapter 4A.90 VIOLATIONS; A monthly surcharge in the amount of \$100.00 per month shall be assessed against any property on which clear water is discharged in violation of this ordinance. The monthly surcharge will be charged on the property's municipal utility billing statement if one or more of the following conditions apply: (1) an inspection as required herein has not been allowed by the property owner or occupant or a certificate of compliance has not been issued by the city within 30 days after the city's notice of inspection; (2) the property owner or occupant fails to make the sewer line clean out readily available for the inspection; (3) the necessary corrections have not been made within the time specified; and (4) the property owner or occupant reconnects a clear water discharge line to the municipal sanitary sewer system after it has been previously disconnected at the city's or a court's direction. A surcharge will be assessed for every month during which the property is not in compliance.

WHEREAS, in conformance with the Tyler City Code Chapter 4A.10 TEMPORARY WAIVERS; The City may grant a temporary waiver from the provisions of this section where strict enforcement would cause a threat of damage or harm to other property, the environment, or public safety because of circumstances unique to the individual property or due to weather conditions. A written request for a temporary waiver must be first submitted to the city administrator specifying the reasons for the temporary waiver.

NOW, THEREFORE, IN CONSIDERATION OF THE TRANSFER OF SAID PROPERTY IT IS AGREED AS FOLLOWS:

1. The "**Seller**" / "**Buyer**" (*circle one*) shall be responsible for obtaining a passing Compliance Inspection and Certificate of Compliance for the Sanitary Sewage Treatment System, on the property described herein.
2. If as a result of said compliance inspection it is determined that a Certificate of Compliance cannot be issued then the "**Seller**" / "**Buyer**" (*circle one*) will be responsible for upgrading or installing the sanitary sewer infrastructure system so that it complies with the requirements of the Tyler City Code and a Certificate of Compliance can be issued.
3. The "**Seller**" / "**Buyer**" (*circle one*) shall be responsible for completing the upgrade or installation within thirty (30) days of the transfer of the ownership of said property in the City of Tyler, Lincoln County, Minnesota described herein.
4. Both parties understand that in the event the private Sanitary Sewage Treatment System is not upgraded or installed within thirty (30) days of the transfer of the ownership of said property in the City of Tyler, Lincoln County, Minnesota, allowing a Certificate of Compliance to be issued, the City Code referred to herein may be enforced in accordance with the violation and enforcement section of Chapter 4A City of Tyler Code.

The parties hereto have signed this Agreement.

Seller

Buyer

The foregoing instrument was acknowledged before me on _____, 20____,

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

Notary Public

This Agreement filed with the City of Tyler _____, 20_____.

Received by: _____