## Exhibit A

## REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date: $\qquad$
$6-20-17$

I, ROBERT CHERIE $\qquad$ ("Owner"), am the legal owners) of the property having the street [print names) as below]
address of $\qquad$ S with ANE W $\qquad$ (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:
$\$ 363.00$, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as $125 \%$ of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:
1.) I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to pay for the Actual Costs of the Work by way of an assessment against the Property.
2.) I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than $125 \%$ of the Estimated Cost of the Work.
3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
5.) I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

(print name)

(signature)

## Exhibit A

## REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date: JUNE 15,2019
I, ELiZABETH J. $\frac{\text { [print name (s) as below] }}{}$ ("Owner"), am the legal owners) of the property having the street
address of $\qquad$ (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:
$\$ 5,052.95$, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as $125 \%$ of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:
1.) I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to pay for the Actual Costs of the Work by way of an assessment against the Property.
2.) I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than $125 \%$ of the Estimated Cost of the Work.
3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
5.) I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

(print name)
(signature)

## Exhibit A

## REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date:

("Owner"), am the legal owners) of the property having the street [print names) as below]
address of $\qquad$ 202 N sMith AVE W $\qquad$ (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:
$\$ 1,383.35$, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as $125 \%$ of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:
1.) I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to pay for the Actual Costs of the Work by way of an assessment against the Property.
2.) I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than $125 \%$ of the Estimated Cost of the Work.
3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
5.) I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for

(print name)
(print name)
(signature)
(signature)

## Exhibit A

## REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY



I, Srice/Edidf ("Owner"), am the legal owners) of the property having the street
address of $\qquad$ tba W Th ST (the "Property") and I have the authority to agree to the performance of the Work described on the back of this document (the "Work"), to agree to pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:
$\$ 2,356.25$, which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as $125 \%$ of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:
1.) I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to pay for the Actual Costs of the Work by way of an assessment against the Property.
2.) I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than $125 \%$ of the Estimated Cost of the Work.
3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
5.) I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.


## Exhibit A

## REQUEST FOR SIDEWALK REPAIR / REPLACEMENT AGREEMENT TO PAY

Date: $\qquad$ 8/11/2017

I, Marian O'Neill
[print names) as below]
address of $\qquad$ 211 N $34^{\text {th }}$ Ave W
("Owner"), am the legal owners) of the property having the street authority to agree to the performance of the Work pay for the Work and to agree to have the Property assessed for the cost of the Work, if necessary.

I hereby request that the City or its contractor perform the Work on the Property, whether or not within the public easement area. I have received an estimate indicating that the cost of the Work is presently estimated to be:
$\$ \quad \mathbf{2 , 2 6 2 . 2 5}$ $\qquad$ , which estimate includes engineering costs, administrative costs and the City's processing costs and administrative costs (the "Estimated Costs"). I agree that the City or its contractor can enter onto the Property, whether within or outside of the public easement area as is reasonably necessary or convenient to perform the Work.

I hereby agree to pay for the actual cost of the Work, including engineering costs, administrative costs and the City's processing costs and administrative costs ("Actual Costs") up to as much as $125 \%$ of the Estimated Costs. I am being given the option to choose between paying for the Actual Costs within Thirty (30) days of being invoiced by the City for them or of having the Actual Costs assessed against the Property over a term of Five (5) years or less, as the City shall determine.

If I choose to pay for the Actual Costs of the Work through the assessment process, I represent and agree to the following:
1.) I am the Owner of the Property or one of the owners of the Property and have the legal authority to agree to pay for the Actual Costs of the Work by way of an assessment against the Property.
2.) I agree that the Work will confer special benefits on the Property, the value of which will equal or exceed not less than $125 \%$ of the Estimated Cost of the Work.
3.) I agree that the Actual Cost of the Work may be assessed against the Property as provided for in Chapter IX of the Duluth City Charter and in the manner provided for therein and in Chapter 45 of the Duluth City Code, 1959, as amended.
4.) I hereby agree, on behalf of myself, any other persons having an interest in the Property, and my successors and heirs, if any, that I hereby specifically waive any and all defenses of any kind whatsoever, including procedural defenses to the assessment and any levy resulting therefrom and agree that my successors and assigns, if any, shall be bound thereby. I further agree to indemnify the City for any costs it incurs, including legal fees, to enforce this agreement.
5.) I understand that I will be charged interest on the Actual Costs of the Work at the City's standard rate for assessments.

(signature)
(signature)

