

## WAIVER AND RELEASE

THIS WAIVER is made as of the \_\_\_\_ day of \_\_\_\_\_, 2007 by Daniel and Barbara Scherer (“Seller”) and the City of Delano, a Minnesota municipal corporation (“Buyer”).

### RECITALS

**WHEREAS**, Seller entered into with the City of Delano (hereinafter “Buyer”) a Purchase Agreement, made as of the \_\_\_\_ day of \_\_\_\_\_, 2007 (hereinafter “Purchase Agreement”) for the real property legally described as:

Lots 1 and 2, Block 4, Town of Crow River Addition, Wright County, Minnesota.  
  
(hereinafter as the “Real Property”).

**WHEREAS**, Seller requested that the Real Property be acquired by Buyer.

**WHEREAS**, Minnesota Statute § 117.52 provides for relocation assistance, services, payments and other benefits to Sellers of property to a municipality.

**WHEREAS**, under Minnesota Statute § 117.52, Seller may be eligible for the following types and amounts of relocation assistance, services, payments and benefits as described in the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. § § 4601-4655:

1. Transportation of the displaced person and personal property;
2. Packing, crating, unpacking, and uncrating of the personal property;
3. Disconnecting, dismantling, removing, reassembling and reinstalling relocated household appliances and other personal property;
4. Storage of the personal property for a period not to exceed 12 months;
5. Insurance for the replacement value of the property in connection with the move and necessary storage;
6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault of negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available;
7. Other moving-related expenses that are not listed as ineligible under the Federal Regulations as determined to be reasonable and necessary; and

8. Any additional payments allowed under 42 U.S.C. § 4623 for the reasonable cost of finding a comparable replacement dwelling.

**WHEREAS**, pursuant to Minnesota Statute § 117.521, Seller wishes to waive any relocation assistance, services, payments and benefits, for which they may be eligible under Minnesota statute over the amount of \$ \_\_\_\_\_.

**WHEREAS**, Seller has executed this Waiver voluntarily, is not under any threat of acquisition by eminent domain by Buyer and Buyer has explained the contents thereof to Seller.

**WHEREAS**, Buyer has agreed that by Seller's relocation, Seller shall maintain the rights to four residential equivalency units ("credits") of infrastructure fees (sewer access, sewer trunk, water access, water trunk, and electric access charges) for a period of ten years. Buyer has agreed that Seller may use these credits to offset future fees or charges that result from constructing or opening another business in the City of Delano during the ten year time period. However, after ten years from the Closing Date, the credits shall expire and shall become void. The credits are not transferable and may not be sold to any other entity or individual, and can only be used if Seller has a financial interest in a future business operation.

**NOW, THEREFORE**, The following hereby acknowledge, the parties individually and collectively agree as follows:

1. Seller agrees and voluntarily waives and forever forfeits any and all rights to relocation assistance, services, payments and benefits, for which he may be eligible under Minnesota Statute § 117.521 over the amount of \$0; and Seller further agrees that Buyer shall not be liable to Seller and hereby forever release and discharge Buyer from any claim, cause of action, legal or equitable, or liability arising out of the Buyer's nonpayment of said benefits over the amount of \$0.

2. Buyer agrees that Seller shall maintain the rights to four residential equivalency units ("credits") of infrastructure fees (sewer access, sewer trunk, water access, water trunk, and electric access charges) for a period of ten years. The credits may be used to offset future fees or charges that result from constructing or opening another business in the City of Delano during the ten year time period. Ten years from the Closing Date, the credits shall expire and shall become void. The credits are not transferable and may not be sold to any other entity or individual and can only be used if Seller has a financial interest in future a business operation within the City of Delano.

Seller has executed this Waiver and Release as of the date first written above.

[Signature blocks on following page]

\_\_\_\_\_  
Daniel Scherer

	_____ Barbara Scherer

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF WRIGHT    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2007, by Daniel Scherer and Barbara Scherer.

\_\_\_\_\_  
Notary Public

**CITY OF DELANO**

By: \_\_\_\_\_  
Its: Mayor

**CITY OF DELANO**

By: \_\_\_\_\_  
Its: City Administrator

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF WRIGHT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Joseph McDonald, Mayor, and Philip Kern, City Administrator of the City of Delano, a Minnesota municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public