

In the event said work is not completed by said date, or in the event that the new concrete is not poured within seven (7) days following the date on which the old concrete was removed, the permit issued to said principal shall be null and void and the City Engineer shall contract for the work to be done and shall, promptly upon completion of the work, serve upon the principal an itemized statement of the reasonable value of the labor and materials expended or the special charges incurred by a contractor for the construction/repair/replacement of said sidewalks/curb and gutter/driveway approach. If the principal fails to pay the statement within thirty (30) days from the date of billing, the City Council may cause said charges to be assessed against the above-described property in the manner provided by Minnesota Statutes Chapter 429.

THE PRINCIPAL HEREBY CERTIFIES AND WARRANTS TO THE CITY OF WINONA THAT THE PRINCIPAL SHALL NOT HIRE, EMPLOY, RETAIN, OR PAY ANY THIRD PARTY FOR PERFORMANCE OF THE WORK OR ANY PART THEREOF.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the principal.

IN WITNESS WHEREOF said principal has caused these presents to be executed this _____ day of _____, 20____.

Principal

ACKNOWLEDGMENT OF PRINCIPAL

State of Minnesota)
) ss
County of Winona)

On the date above written, before me, a Notary Public within and for said County and State, appeared _____, to me known to be the person described in and who executed the foregoing instrument and who acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

(Notarial Seal)

My Commission Expires _____

Copy of Concrete Construction Guidelines & Procedures given to homeowner.