

Housing Incentive Programs

The City of Twin Valley and local businesses welcome new residents to Twin Valley by offering the following incentives:

LOT INCENTIVE PROGRAM (HEROLD'S COURT)

One (1) free lot (with the purchase of an adjoining lot)

Six (6) months free water, sewer, and garbage utilities

Waived connection fees for water: \$900.00 and sewer (where applicable): \$725.00.

New owner will still be responsible for installation and cost of homeowner service line from connection to house.

RESIDENTIAL – NEW CONSTRUCTION

Home must be built within the city limits to qualify for the following:

Six (6) months free water, sewer, and garbage utilities

Waived connection fees for water \$900.00 and sewer (where applicable) \$725.00.

New owner will still be responsible for installation and cost of homeowner service line from connection to house.

New residential homes built within the city limits of Twin Valley, MN will receive up to a free* 250' drop from Arvig and two months of free internet (any speed) and local phone service. Call 888.992.7844 for details. *Offer available with a 24-month internet agreement applies and AutoPay (ACH) and Paperless Billing are required. Based on Arvig service area, some restrictions apply.

RESIDENTIAL—PURCHASE OF EXISTING HOME

Home purchased must be within the city limits and used as a primary residence to qualify for the following:

Three (3) months free water, sewer and garbage utilities

A person/family is only eligible for incentive once (1). Multiple moves will not result in multiple free W/S/G incentives.

Lot Incentive Program

The City of Twin Valley has lot sets available for residential housing - new home construction in Herold's Addition located in the NW portion of town. The City has established these available lots in sets of two and the cost of the sets are at a minimal cost of \$1,750. New construction incentives apply to eligible new owners who meet the covenants. Lot sizes are approx. 80x150 & 90x150-giving a double lot of 160x150 or 180x150. (Zoning Land Use Setbacks apply.)

Potential buyer(s) can apply for one (1) free lot with the agreement that they must purchase the second adjoining lot as part of the lot unit that was established by the Twin Valley City Council on 11/07/2007.

Effective 02/08/2010 the price of the second lot (valued at \$5000.00) is set at One Thousand Seven Hundred and Fifty Dollars (\$1,750.00).

The enclosed application must be completed and signed by all persons who will have an interest in the property (ex: husband/wife) for the legal title and transfer of said lots and property.

Persons must be of legal age to be able to enter into an agreement with the City of Twin Valley for the purchase of property. Once the application is received, it will be submitted to the Twin Valley City Council for approval.

The City of Twin Valley will transfer the property to the new owner by Quit Claim Deed, drafted by the City Attorney. If the buyer wishes to have an abstract prepared, they can purchase one at their own expense.

The Buyer is responsible for the recording of the Deed and all applicable fees required by the Norman County Recorder's office.

Incentive Requirements: They City of Twin Valley will transfer full title to lots only if all of the following criteria are agreed upon:

- New homes, whether constructed or manufactured, must comply with all subdivision covenants and all land use and zoning ordinance requirements.
- Buyers and Builders must comply with all state and county licensing codes (electrical, plumbing, etc.) as required.
- Property owner's will submit a building permit application to the City of Twin Valley with project specifications and details for council approval prior to beginning construction.
- The new home must have a minimum of 1,200 square feet of living space.
- All lot recipients are responsible for preparing the lot for proper grading and drainage according to current local, county, or state guidelines.
- Applicant/Owner must complete construction within twelve (12) months of approval and the property must be the permanent residence of the applicant/owner.
- Taxes will be paid by the City of Twin Valley for the current year, ending December 31 of the contract year. Tax liability, thereafter, becomes the sole responsibility of the lot recipient.

Penalties will apply if the requirements of the incentive program are not met. All charges for connections, assessments, free lot value of \$5000.00, etc., will be applied if construction is not completed with in the designated twelve (12) months.

Covenants governing the development of the Herold Court Sub-division,

Twin Valley, Minnesota

In addition to abiding by requirements set forth by the Twin Valley R1 and R2 zoning ordinance, the following covenants shall govern the development of the Herold Court Sub-division in Twin Valley:

- A. Structures must be built upon a permanent foundation.
 - Permanent foundation is defined as being constructed with material consistent with standard dwelling construction methods, to include a foundation with footings below the frost line.
- B. Must meet Twin Valley Zoning Ordinance Chapter 151.
- C. Residence or dwelling units are the only type of construction allowed.
- D. No commercial buildings will be permitted.
- E. Only new home construction, or new manufactured homes will be allowed.
- F. Commercial kennels will not be permitted.
- G. No temporary structures.

Possible Improvements: The City has discussed paving improvements to Herold's Addition. The City will follow Minnesota State Statutes Chapter 429 by holding informational meetings and/or hearings for those who reside in that addition to present information such as: Engineer estimates, proposed assessments, and to hear public concern and comments from those affected by the proposed improvements.

Application for a free lot

| Name | | | | | | | | |
|--|-------------|-------|------------|------|-------|--|--|--|
| Current Mailing Address | | | | | | | | |
| City | | State | | | Zip | | | |
| Telephone | | | | | | | | |
| How do you want to hold title to the property? | | | Individual | | Joint | | | |
| Do you currently own a home? | | | Yes | | No | | | |
| If yes, where? | | | | | | | | |
| Briefly describe the type of house you are planning | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Area requested: | Subdivision | | | | | | | |
| Block Number | | | | | | | | |
| | Lot Number | | | | | | | |
| OR property description | | | | | | | | |
| | | | | | | | | |
| Lot selection is on a first-come, first-choice basis and the lot(s) the applicant chooses will be held for a minimum of 90 days, commencing from the date the application is received by the City of Twin Valley. The lot(s) will be held in the applicant's name after that period until either another request is made for the same lot(s) or if the applicant requests a different location or withdraws the application. | | | | | | | | |
| Signature | | | | Date | | | | |
| Joint Signature (if applicable) | | | | Date | | | | |

Twin Valley City Council

Date ____/____/____

New home construction and free lot program agreement

This agreement is made and entered into this _____ day of _____, ____ by and between the City of Twin Valley, a municipal corporation and political subdivision of the State of Minnesota, in the County of Norman, hereinafter referred to as "City" and

_____, applicant, hereinafter referred to as "Applicant".

STATEMENT OF AGREEMENT

A. City hold all rights, title and interest in certain real property, known as the "Buildable Lot", legally described as:

Grantor knows of no wells on premises.

REQUIREMENTS:

- 1. All construction shall comply with all State, County, and Local Building codes and regulations.
- 2. The applicant shall have adequate financing approved, if applicable.
- 3. Final site selection to be approved by the City Council.
- 4. The dates for commencement of construction and completion of the house will be pursuant to a schedule both the City Council and the applicant agree to accept. Construction schedule shall be effective for the period of one year.
- 5. A City building permit shall be required prior to start of construction. All plans and designs shall be submitted with permit application, for final approval by the City.
- 6. All lot recipients will be responsible for preparing the lot for proper grading and drainage, according to current local, county or state guidelines.
- 7. The City reserves the right to reject application for the "Free Lot" Incentive Program if building structure does not meet covenants, however rejection may not be based on race, creed, sex, age, or disability.
- 8. The closing of a construction loan, with a provision that the house will be completed and occupied within 12 months and all other terms will be complied with.
- 9. That moving a house onto the premises meets all requirements of local, county, and/or state building codes and complies with the designated terms of the "Free Lot" Incentive program.
- 10. The taxes will be paid by the City for the current year, ending December 31 of the contract year. Tax liability, thereafter, becomes the sole responsibility of the lot recipient.
- 11. The City of Twin Valley assumes no liability for any consequences resulting from the recipient's non-use of drainage and grading guidelines.
- 12. The house occupied on the recipient's lot must have a minimum of 1,200 square feet of living space, or 10 percent of the lot size, whichever is greater and meet all local zoning ordinance requirements.

- 13. The property title will be transferred to the owner by Quit Claim Deed prepared by the City Attorney. Buyer's may have an abstract prepared at their own expense.
- 14. Penalties: Applicant/owner shall not be eligible for incentives of the program if requirements stated herein are not met, or if construction will not be completed within the designated 12 months. At the City's election, the applicant/owner shall be liable for all connection charges for water and sewer services; reimbursement of all water, sewer and garbage collection service charges for the six-month period of the program; the cost of the telephone and cable television wiring and the telephone and cable television service charges that were not paid during the program period, and the value of the free lot, \$5,000. In addition, the applicant/owner shall be liable to the City for all costs and expenses incurred by the City in recovering these incentives or enforcing the terms of the agreement, including, but not limited to all reasonable attorney's fees and costs.

The City and Owner hereby agree that this New Home Builder's Agreement is made in accordance with the preceding program guidelines:

I, the undersigned recipient of the "Free Lot" Incentive Program hereby understands and agrees to comply with the requirements of the Free Lot/New Home Building Agreement and Incentive program.

Applicant: _____

Joint Applicant: _____

Date Signed: _____

| The Twin Valley City C | ouncil, on the | _ day of | | , 20 | , |
|--------------------------|--------------------------|----------------|--------------|--------|-------------|
| approves Applicant's rec | quest of final plat of : | Subdivision | | | , |
| Block | Lot (s) | , | City of Twin | Valley | , County of |
| Norman, Minnesota, (Ex | (hibit A) as evidence | d by Resolutio | on | | a true and |
| correct copy of which is | attached (Exhibit B) | | | | |