

PETITION AND WAIVER AGREEMENT

This Agreement is made this ____ day of _____, by and between the **City of Ramsey**, a Minnesota municipal corporation (the “City”), and **Kathie M. Charette** (the “Owner”).

RECITALS

WHEREAS, the Owner is the fee title owner of certain real property with a street address of 16400 Uranimite Street N.W., Ramsey, Minnesota, and legally described as follows:

W 299 FT OF N 200 FT OF S 866 FT OF NW ¼ OF NE ¼ OF SEC 16 TWP 32 RGE 25, EX RD SUBJ TO EASE OF REC

(The “Property”); and

WHEREAS, the onsite septic system serving the Property has failed and requires replacement and is subject to an order from the City’s Building Official ordering the onsite septic system to be upgraded or repaired; and

WHEREAS, the Owner is unable to finance the repair/replacement of the Property’s onsite septic system; and

WHEREAS, the City adopted a policy entitled “Septic System Repair” hereinafter referred to as the Policy, a copy of which is appended hereto as Exhibit A; and

WHEREAS, the Policy provides for certain procedures whereby the City will undertake the necessary septic system repairs and assess its cost to the Property pursuant to City Charter and Minn. Stat. 429.101 (the “Improvement Project”); and

WHEREAS, the City solicited quotes from qualified contractors for the Improvement Project; and

WHEREAS, a cost of \$15,371.00 for of the Improvement Project appears to be the lowest responsible quote received; and

WHEREAS, the \$15,371.00 Improvement Project cost plus the City's 25% administrative overhead fee of \$4,592.75 equals a total Improvement Project cost of \$22,963.75; and

WHEREAS, the Owner, pursuant to the Policy, requests that the City construct the Improvement Project without notice of hearing or hearing on the Improvement Project, and without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy 100 percent of the cost of the Improvement Project against the Property; and

WHEREAS, the City is willing to construct the Improvement Project in accordance with the request of the Owner and without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the owner to ensure that the City will have valid and collectable special assessments as they relate to the Property to finance all of the costs of the Improvement Project; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvement Project without such notices and hearings and is doing so solely at the behest, and for the benefit of, the Owner; and

WHEREAS, in order to construct the Improvement Project the City, its Contractors and Agents require access and entry onto the Property.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Owner hereby petitions the City for construction of the Improvement Project.
2. The Owner represents and warrants that she is the owner of 100 percent of the Property, and that she has full legal power and authority to encumber the Property as herein provided.
3. The Owner requests that 100 percent of the cost of the Improvement Project be assessed against the Property. The Owner understands and agrees that the amount to be assessed for the Improvement Project may be as much as \$22,963.75.
4. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. section 429.031, on the Improvement Project and notice of hearing and hearing on the special

assessments levied to finance the Improvement Project pursuant to Minn. Stat. Section 429.061, and specifically requests that the Improvement Project be constructed and special assessments levied therefor against the Property without hearings.

5. The Owner waives the right to appeal the levy of the special assessments in accordance with this Agreement pursuant to Minn. Stat. section 429.081, or reapportionment thereof upon land division pursuant to Minn. Stat. section 429.071, subd. 3, or otherwise, and further specifically agrees with respect to such special assessments against the Property or reapportionment that:
 - a. Any requirements of Minn. Stat. chapter 429, with which the City does not comply are hereby waived by the Owner;
 - b. The increase in fair market value of the Property resulting from construction of the Improvement Project will be at least equal to the amount specified in paragraph 3, and that such increase in fair market value is a special benefit to the Property;
 - c. Assessment of 100 percent of the cost of the Improvement Project against the Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed; and
 - d. The Owner further specifically waives notice and right to appeal reapportionment of such special assessments upon land division pursuant to Minn. Stat. section 429.071, subd. 3.
6. The Owner understands and agrees that a special assessment in the amount of \$22,963.75 will be levied against the Property, which special assessment will be payable (spread) over a ten year term and bear interest at the rate of 4.03% per annum.
7. Further, the Owner understands and agrees that the City will determine when the interest will commence to accrue and when the first special assessment installment will be due.
8. The Owner represents and warrants that the Property is not so classified for tax purposes as to result in deferral of the obligation to pay special assessments; and the

Owner agrees to take no action to secure such tax status for the Property during the term of this Agreement.

9. The Owner shall continue to investigate alternative funding options in an effort to pay off the special assessment prior to its term expiration. In the event the Owner secures alternative funding and reimburses the City for all costs incurred for repairing/replacing the failed septic system within two years from the date the City levies the special assessment, the Owner will receive a ten percent refund of the twenty five percent administrative and overhead fee included in the special assessment.
10. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form that is recordable among the land records of Anoka County, Minnesota; and they agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.
11. This Agreement shall terminate upon the final payment of all special assessments levied against the Property regarding the Improvement Project, and the City shall thereupon execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.
12. Effective upon the date hereof, the Owner hereby grants the City and its agents, employees, contractors and invitees the right to enter upon the Property for purposes of installing, constructing, and inspecting the Improvement Project.
13. This Agreement may be amended by the parties hereto only by written instrument executed with the same procedures and formality followed in the execution of the Agreement.

