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### **PETITION AND WAIVER AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Ramsey**, a Minnesota municipal corporation (“City”), and **Ivan Artyomenko**, (“Owner”).

#### **RECITALS**

**WHEREAS**, the Owner is the fee title owner of certain real property with a street address of 7131 166th Avenue NW, Ramsey, Minnesota, PID 10-32-25-33-0025 (the “Subject Property”); and

**WHEREAS**, the Owner desires to connect to existing municipal sanitary sewer and water supply utilities located within the 166th Avenue NW right-of-way to serve the Subject Property (hereinafter referred to as the “Utility Connections”); and

**WHEREAS**, the Owner is unable to finance the sewer and water connection fees associated with the Utility Connections; and

**WHEREAS**, the Owner wishes to make the Utility Connections without notice of hearing or hearing on the special assessments levied to finance the sewer and water connection fees associated with the Utility Connections, and to levy **\$13,611** against the Subject Property; and

**WHEREAS**, the City will allow the Owner to construct the Utility Connections 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 Subject Property to finance the sewer and water connection fees associated with the Utility Connections; and

**WHEREAS**, were it not for the assurances and covenants hereinafter provided, the City would not grant the Utility Connections without such notices and hearings and is doing so solely at the behest, and for the benefit of, the Owner.

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

1. The Owner hereby petitions the City to finance the sewer and water connection fees associated with the Utility Connections.

2. The Owner represents and warrants that he is the owner of 100 percent of the Subject Property, that he has full legal power and authority to encumber the Subject Property as herein provided, and that as of the date hereof, he has fee simple absolute title in the Subject Property.

3. The Owner requests that 100% of the cost of the sewer and water connection fees associated with the Utility Connections be assessed against the Subject Property. The parties agree and understand that the principal amount to be assessed for the sewer and water connection fees associated with the Utility Connections will not exceed \$13,611.

4. The Owner waives notice of hearing and hearing on the Utility Connections pursuant to Minnesota Statutes section 429.031, and notice of hearing and hearing on the special assessments levied to finance the sewer and water connection fees associated with the Utility Connections pursuant to Minnesota Statutes section 429.061, and specifically requests that the City grant the Utility Connections and levy special assessments against the Subject Property without hearings.

5. The Owner waives the right to appeal the levy of the special assessments in accordance with this Agreement pursuant to Minnesota Statute section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statute section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such special assessments against the Subject Property or reapportionment that:

- a. Any requirements of Minnesota Statutes chapter 429 with which the City does not comply are hereby waived by the Owner;

- b. The increase in fair market value of the Subject Property resulting from the Utility Connections will be at least equal to the amount specified in paragraph 3, and that such increase in fair market value is special benefit to the Subject Property;
- c. Assessment of the above-specified cost of the Utility Connections against the Subject Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed.

6. The City shall provide for the payment of such special assessments in installments over a period of **10 years** bearing an interest rate of **5.10 percent**.

7. The Owner agrees to restore disturbed City right-of-way to a condition at least as good as the existing condition upon completing the Utility Connections, at no cost to the City.

8. The Owner represents and warrants that the Subject Property is not so classified for tax purposes as to result in deferral of the obligation to pay special assessments; and Owner agrees that it will take no action to secure such tax status for the Subject Property during the term of this Agreement.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Subject 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 Subject Property.

10. This Agreement shall terminate upon the final payment of all special assessments levied against the Subject Property regarding the Utility Connections, and the City shall thereupon execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

**CITY OF RAMSEY**

**OWNER**

By \_\_\_\_\_  
John LeTourneau, Acting Mayor

By \_\_\_\_\_  
Ivan Artyomenko

By \_\_\_\_\_  
Kurtis G. Ulrich, City Administrator

\_\_\_\_\_  
[Owner]

