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(reserved for recording)

**PETITION AND WAIVER AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **City of Ramsey**, a Minnesota municipal corporation (“City”), and **Kristi L. Haight** and **Ronald G. Lindenberg**, wife and husband, owners of real property located at 7600 163<sup>rd</sup> Lane NW, Ramsey, Minnesota 55303, PID 16-32-25-21-0016, (“Owner”).

WITNESSETH:

WHEREAS, the Owner is the fee owner of the real property described as follows; LOT 3, BLOCK 3, CAROL-ROSE ACRES, ANOKA COUNTY, MINNESOTA. (the “Subject Property”); and

WHEREAS, the Owner desires to have the City construct public utility (sanitary sewer and water supply) services to serve the Subject Property (hereinafter referred to as the “Improvement Project”); and

WHEREAS, the Owner wishes the City to construct the Improvement Project without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy up to **\$12,653** of the cost of the Improvement Project against the Subject Property; and

WHEREAS, the City is willing to construct the Improvement Project without certain notices or hearings, provided the assurances and covenants stated below 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 all of the costs of the Improvement Project, at no cost to the City; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvement Project.

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 they are the owner of 100 percent of the Subject Property, that they have full legal power and authority to encumber the Subject Property as herein provided, and that as of the date hereof, they have fee simple absolute title in the Subject Property, which is not subject to any liens, interests or encumbrances.
3. The Owner requests that up to \$12,653 of the cost of the Improvement Project be assessed against the Subject Property. The parties agree and understand that the principal amount to be assessed for the Improvement Project will not exceed \$12,653.
4. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. section 429.031, on the Improvement Project, notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to Minn. Stat. section 429.061, and any notice of hearing or procedure specified under the City Charter, and specifically requests that the Improvement Project be constructed and special assessments be levied 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 Statutes section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes 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 or the City Charter 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 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 Subject Property;
  - c. Assessment of the above-specified cost of the Improvement Project against the Subject 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 Minnesota Statutes section 429.071, subdivision 3.
6. The Owner understands and agrees that the City may provide for the payment of such special assessments in installments over a period of ten (10) years bearing an interest rate set at 2% over the rate at which the city sells bonds, or 2% over the 10-year treasury rate if the city does not bond for funding the Improvement Project. However, the decision regarding the period of time over which the special assessments may be paid and the interest rate to be applied is in the absolute and sole discretion of the city council, subject only to limitations imposed by law.
7. 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.

8. The covenants, waivers and agreements contained in this Agreements 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.
9. This Agreement shall terminate upon the final payment of all special assessments levied against the Subject 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.

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

(left blank intentionally; signature pages to follow)

**CITY OF RAMSEY**

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

ATTEST

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

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by John LeTourneau and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of City of Ramsey, a Minnesota municipal corporation pursuant to the authority granted by its City Council.

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

