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**ROAD IMPROVEMENT  
AND  
SPECIAL ASSESSMENT AGREEMENT,  
WAIVER OF HEARING AND APPEAL**

**AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Ramsey, a Minnesota municipal corporation (“City”), and Debra Gile, (“Property Owner”).

**RECITALS**

A. Property Owner is the fee owner of the following described real property, located in the City of Ramsey, Anoka County, Minnesota (“Subject Property”):

Mailing Address: 15710 St. Francis Blvd, Ramsey, MN

Property Identification Number: 23-32-25-11-0071

Legally described as follows:

Lot 7, Block 3, Apple Ridge, Anoka County

All being Abstract property.

B. Property Owner acknowledges that its access to the public right of way is by traverse over the City owned stub in for the potential future location of Krypton Street and that should future development of the Subject Property be done, construction of Krypton Street, with

proper utilities, will be necessary.

C. To ensure proper access to a public right of way for any lots developed on the Subject Property and in the event Property Owner cannot finance the construction of Krypton Street, the Property Owner requests that the City of Ramsey undertake the construction of Krypton Street, including the extension of sanitary sewer, looping of the water main, and associated services. (“Public Improvement”).

C. The costs expected to be incurred for the Public Improvement is the amount of the special assessment listed below.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The Property Owner agrees, in the event Property Owner undertakes to further develop the Subject Property, Property Owner will construct Krypton Street. In the event the Property Owner cannot finance the construction of Krypton Street, the Property Owner agrees to allow the City to complete and perform necessary and related work for the construction of Krypton Street (“Public Improvement”), allow the City to incur the cost of construction, and collect payment for same, pursuant to the terms of this Agreement.
2. The City will assess the Subject Property for its portion of the Public Improvement. The amount of the special assessment shall be the fair market value for the cost of the Public Improvement shall be equal to the fair market value to complete the Public Improvement at the time the Public Improvement is done. The special assessment principal shall be payable in equal installments over fifteen years, plus interest on the unpaid balance at the fair market interest rate at the time the Public Improvement is done. Interest shall begin accruing upon completion of the Public Improvement. The special assessment principal and interest will be certified to the county and become due and payable on the same schedule as the property taxes for the Subject Property.
3. The Property Owner waives any and all procedural and substantive objections to the Public Improvement and special assessments, including, but not limited to, hearing requirements and any claims that the assessment exceeds the benefit to

the Subject Property. The Property Owner waives any right to appeal pursuant to Minn. Stat. §429.081.

- 3. Property Owner may prepay the entire special assessment without interest.
- 4. This Agreement shall be binding upon the Property Owner and the Property Owner’s successors and assigns. This Agreement may be recorded against the title to the Subject Property and it shall run with the property.
- 5. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.
- 6. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by the City.
- 7. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and the remaining provisions shall not in any way be affected or impaired thereby.
- 8. Except as specifically stated herein, the payment of this special assessment shall be governed by Minnesota Statutes Chapter 429

**PROPERTY OWNER:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_



**CITY OF RAMSEY**

BY: \_\_\_\_\_

Mark E. Kuzma, Mayor

\_\_\_\_\_

Katie Schmidt, City Clerk

STATE OF MINNESOTA )

) ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Mark E. Kuzma and by Katie Schmidt, the Mayor and City Clerk of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

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Notary Public