

## PETITION AND WAIVER AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Mounds View, a Minnesota municipal corporation ("City") and \_\_\_\_\_ a single person/married ("Owner").

### RECITALS

**WHEREAS**, the Owner is the fee owner of certain land in Ramsey County, Minnesota, which is legally described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the City is undertaking its 2022 Street Rehabilitation Project – Area J ("Project") in the area of the Property; and

**WHEREAS**, the Owner has requested and the City has agreed in conjunction with the Project to construct certain private improvements on the Property that are located within the public right-of-way ("Improvements"); and

**WHEREAS**, the Owner has agreed to pay the City for 100 percent of the cost of the Improvements and an administrative fee of \$35.00; and

**WHEREAS**, the Owner has requested that payment to the City of cost of the Improvements and the administrative fee be financed by the City levying an assessment against the Property which will be payable to the City in installments over \_\_\_\_\_ years; and

**WHEREAS**, therefore, Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements and a \$35 administrative fee for a total amount of \$\_\_\_\_\_ against the Property as an assessment; and

**WHEREAS**, the City is willing to construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to pay for the Improvements; and

**WHEREAS**, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings; and

**NOW, THEREFORE**, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described in Section B of the Agreement for Improvements within the Public Right-of-Way in Conjunction with the City of Mounds View's 2022 Street Rehabilitation Project - Area J, which has been executed by the Owner and is attached to this Agreement\* as Exhibit B. \*Does not apply to CIPP of lateral sanitary sewer services.

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

3. Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and Owner agrees that Owner will take no action to secure such tax status for the Property during the term of this Agreement.

4. The amount of the assessment which is to be assessed by the City against the Property is \$\_\_\_\_\_, which includes a \$35 administrative fee. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over \_\_\_\_\_ years. The Owner understands and agrees that the interest rate to be applied to the assessment will be 5.5 percent per annum.

6. The Owner understands that the Owner is entitled to have a public hearing on the Improvements and the assessment pursuant to Section 8.04, subdivision 1 of the City Charter and Title 37 of the City Code and that there is a 60 day protest period after the public hearing. The Owners waives the Owner's rights to notice and a public hearing on the levy of the assessment against the Property.

7. The Owner waives the right to appeal the levy of the assessment 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 assessments against the Property or reapportionment that:

- a. Any requirements of Minnesota Statutes Chapter 429, Chapter 8 of the City Charter or Title 37 of the City Code 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 Improvements will be at least equal to \$\_\_\_\_\_, 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 Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
- d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.

8. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 415.01, 366.011 or 366.012, or pursuant to any other authority available to the City.

9. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.

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 which is recordable among the land records of Ramsey 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 the assessment levied against the Property regarding the Improvements, and the City shall thereupon execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.





## **EXHIBIT A**

**Legal Description of the Property:**

**PIN:**

**EXHIBIT B**

**Copy of the Executed Agreement for Improvements within the Public  
Right-of-Way in Conjunction with the City of Mounds View's Area J,  
2022 Street Rehabilitation Project**