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Deputy 303

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PETITION AND WAIVER AGREEMENT

THIS PETITION AND WAIVER AGREEMENT (the "Agreement") is made this 10th day of January, 2023, by and between the city of Lauderdale, a Minnesota municipal corporation (the "City"), and Barbara L. Eggers, owner of 2379 Larpenteur Avenue West, Lauderdale, Minnesota (the "Owners").

WITNESSETH:

WHEREAS, the Owner is the fee owners of certain real property located in Lauderdale whose legal description is Lot 18, Block 2, Manual's Subdivision Subject to Road, PIN 17.29.23.34.0238, (the "Property"); and

WHEREAS, the Owner has a deteriorated sanitary sewer line that requires immediate repair; and

WHEREAS, the Owner has arranged for the repair of their sanitary sewer line but has requested that the City finance the cost thereof; and

WHEREAS, the City is willing to specially assess the Owner for the full cost of the sanitary sewer line repair; and

WHEREAS, the City is willing to forgo notices and hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable special assessment as it relates to the sanitary sewer line repair.

NOW, THEREFORE, ON THE BASIS OF THE OBLIGATIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Owner represents and warrants that she is the fee owner of the Property and that she has legal power and authority to encumber the Property as herein provided and that there are no other liens or encumbrances against the Property except those of record.

2. The Owner has contracted for repair of the sanitary sewer line and has requested that the City finance the cost of the work (the "Project"). Upon receipt of the invoice from the Owner's contractor, the City agrees to pay the invoice and recoup that cost through a special assessment against the Property.
3. The Owner consents to pay for the sanitary sewer line repair by November 1, 2023. If the amount is not paid, the City will levy a special assessment for the Project against the Property in accordance with Minn. Stat., Section 429.061. The principal amount of the special assessment shall not exceed \$8,500.00, including all legal and administrative expenses associated therewith.
4. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. Section 429.031 on the Project and notice of hearing and hearing on the special assessment levied to finance the Project pursuant to Minn. Stat. Section 429.061 and specifically requests that the Project be carried out and the special assessment be levied against the Property without notice of hearing or hearing.
5. The Owner waives the right to appeal the levy of special assessment in accordance with this Agreement pursuant to Minn. Stat. Section 429.081 and further specifically agrees with respect to such special assessment against the Property that:
 - a. All requirements of Minn. Stat., Chapter 429 with which the City does not comply are hereby waived by the Owner; and
 - b. The increase in fair market value of the Property resulting from completing the Project will be at least equal to the amount of the special assessment levied against the Property and that such increase in fair market value is a special benefit to the Property.
6. The special assessment levied against the Property shall be payable over ten years and shall bear an interest rate of 4.15 percent per annum. The first installment of principal and interest shall be included in the first tax rolls completed after adoption of the resolution levying the special assessment.
7. The waivers and agreements contained in this Agreement shall bind the Owner and her successors and assigns and shall run with the Property. 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 the Owner and the City 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.
8. Any notice required to be given under this Agreement shall be deemed given if delivered personally or sent by U.S. mail:

a) as to the Owner Barbara L. Eggers
2379 Larpenteur Avenue West
Lauderdale, MN 55113

b) as to the City City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55331
Attn: City Administrator

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

9. This Agreement shall terminate upon the final payment of all special assessment levied against the Property for the Project.

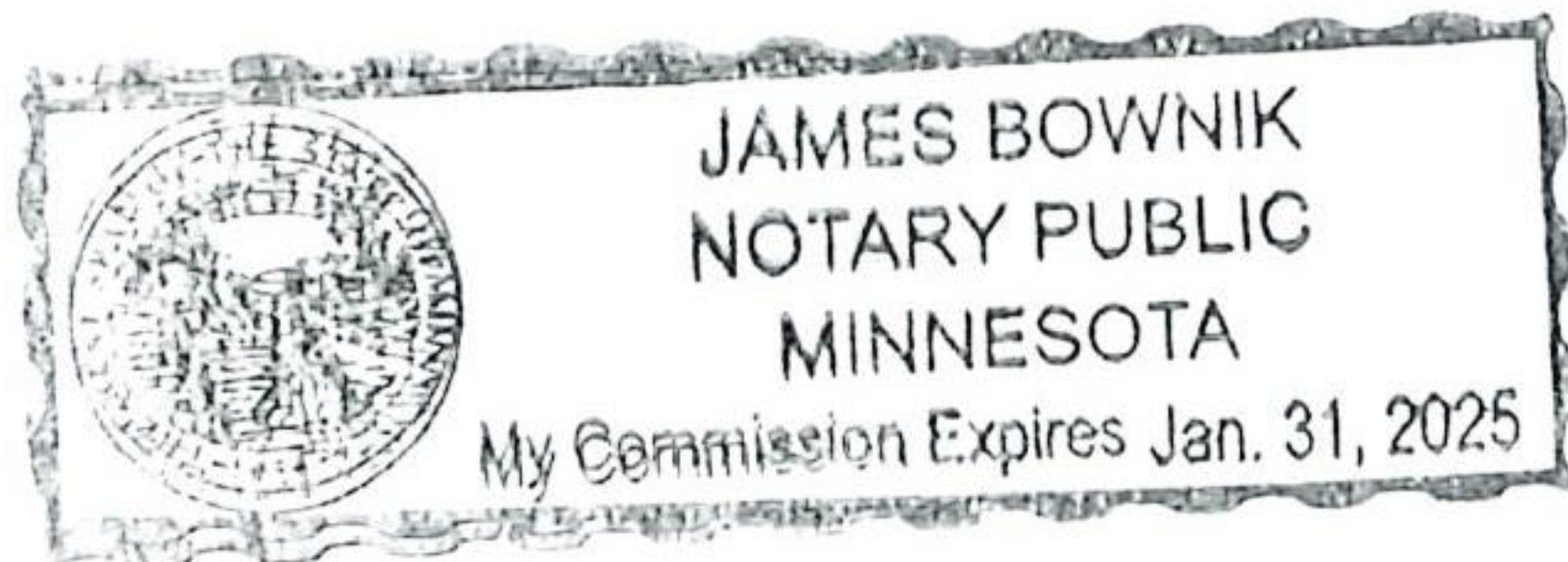
IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER OF 2379 LARPENTEUR AVENUE

By: Barbara L. Eggers
Barbara L. Eggers

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 11 day of January, 2023, by Barbara L. Eggers, a single person, owner of 2379 Larpenteur Avenue.



James Bownik
Notary Public

CITY OF LAUDERDALE

By: Mary Gaasch
Mary Gaasch, Mayor

By: Heather Butkowski
Heather Butkowski, City Administrator-
Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 10th day of January, 2023, by Mary Gaasch and Heather Butkowski, the mayor and city administrator-clerk, respectively, of the city of Lauderdale, a municipal corporation under the laws of the state of Minnesota, on behalf of the City.



Miles Cline
Notary Public

Drafted By:

Heather Butkowski
City Administrator
City of Lauderdale
651-792-7657

1891 Walnut Street
Lauderdale, MN 55113

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