

**AGREEMENT FOR INSTALLATION OF IMPROVEMENTS
AND WAIVER OF SPECIAL ASSESSMENT APPEAL**

1. The undersigned (is/are) fee owner(s) (hereinafter referred to as "Owner") of property at 1730 Old Hudson Road , St. Paul, Minnesota 55106 | Saint Paul, Minnesota legally described on the attached **Exhibit A** (the "Subject Property").
2. Owner enters into this agreement and waiver on behalf of Owner's self, successors and assigns.
3. Owner is developing the Subject Property for commercial use.
4. As a part of this project, Owner has petitioned the City of Saint Paul to assess the costs of constructing, reconstructing, altering, extending and promoting a fire protection system for the building located on the Subject Property in accordance with city policy regarding fire protection system assessments.
5. Owner hereby waives any and all rights Owner may have to a public hearing concerning the proposed improvement and assessment.
6. Owner has been informed that the estimated assessment amount for the construction of this improvement is the "Total Estimated Assessment Amount" identified below, which is to be fully repaid at the current year's prevailing interest rate over 20 years, and that such payments shall be collected as an assessment against the Subject Property.

A breakdown of these assessment costs are as follows:

Approved construction estimate	<u>\$ 107,250.00</u>
Administrative Costs: Review, Processing and Disbursement Charges	<u>\$ 500.00</u>
<u>Total Estimated Assessment Amount</u>	<u>\$ 107,750.00</u>

7. If the assessment amount actually levied against the Subject Property is equal to or less than the estimated assessment amount, Owner hereby waives any right Owner may have to contest the validity of or appeal from the special assessments plus interest including any procedural or substantive rights pursuant to Chapter 13 and 14 of the Saint Paul Charter, Minnesota Statutes Chapter 429, or any other statutes, constitutions, laws of judicial decisions of the State of Minnesota or the United States.

8. If such improvements are approved and constructed, Owner agrees on behalf of Owner, his successors or assigns that such public improvements would be of special benefit to the Subject Property in at least the amount of the estimated assessment plus interest charges set forth in Paragraph 6.
9. Owner agrees to be responsible for the payment of the difference between the approved estimated construction costs and the actual construction costs, in the event the actual construction costs exceed the approved estimated costs.
10. Owner agrees and understands that during the course of this project any review and approval by a City division or department is granted only in its capacity of administering and enforcing existing relevant codes. Any such approval is only as to compliance with the codes. Such approval does not create a special duty to the Owner and is not a warranty of quality of materials and workmanship.

Attachments:

Exhibit A: Legal Description of Subject Property

By: *Linda K. Schreiber*
Property Owner

Representative of Property Owner

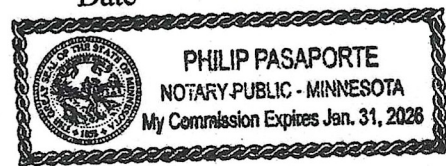
President of Church Congregation

Building Address

1730 Old Hudson Road
St. Paul, Minnesota 55106

Philip Pasaporte
Notary Public

05/15/2024
Date



Subscribed to an sworn to this

15th day of May, 2024

Fidelity National Title

LOAN POLICY

SCHEDULE A

EXHIBIT A

The West 433.08 feet of the East 937.32 feet of that part of the Southeast quarter lying south of Hudson Road except that part which lies south of United States Trunk Highway No. 12 as now laid out in Section 34, Township 29 North, Range 22 West;

Which lies northerly of a line run parallel with and distant 100 feet northerly of Line 1 described below:

Line 1. Beginning at a point on the east line of said Section 34 distant 1028 feet north of the southeast corner thereof; thence run westerly at an angle of 85 degrees 41 minutes 00 seconds from said east section line (measured from south to west) for 293 feet; thence deflect to the right on a tangential curve having a radius of 2864.79 feet and a delta angle of 15 degrees 47 minutes 00 seconds for 789.2 feet and there terminating;

except that part of property hereinbefore described which lies southerly of a line run parallel with and distant 160 feet northerly of Line 1 described above and westerly of a line run parallel with and distant 125 feet easterly of the west line of said property.

(Torrens Property, Certificate of Title No. 266350)

The West 95.3 feet of the West 190.6 feet of the East 504.4 feet of that part of the SE ¼ of Sec 34, T 29, R 22, lying South of Old Hudson Road and North of Minnesota Trunk Highway No. 12, formerly known as Trunk Highway 108 now located and established, except that portion taken for highway purposes by Deed in 1971 RCR 269.

(Abstract Property)

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 2 page(s)