

Sample Agreement

**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 2475 Doswell Avenue, 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>209,322</u>
Administrative Costs: Review, Processing and Disbursement Charges	\$ <u>500.00</u>
<u>Total Estimated Assessment Amount</u>	\$ <u>209,822</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.

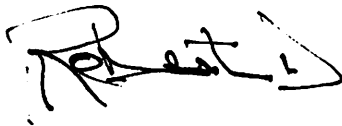
8. If such improvements are approved and constructed, Owner agrees on behalf of Owner, his successors or assigns that such public improvements would be of special benefit to the Subject Property in at least the amount of the estimated assessment plus interest charges set forth in Paragraph 6.

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: Robert D Salmen
Property Owner

280 Business Center LLC

2475 Doswell Avenue, St Paul MN 55108
Building Address

Notary Public

Date

Subscribed to and sworn to this
_____ day of _____, 20____

Lynn Moser
City of St. Paul
Finance Department Assessments Section
375 Jackson St. Suite 200
St. Paul, MN 55101

Dear Lynn,

Please accept this letter as my Petition to the City of St. Paul for a special assessment to finance a fire protection sprinkler system for my property at 2475 Doswell Avenue, St Paul MN.

Enclosed with this letter is a bid from Lifesaver Fire Protection to add an ESFR system to all remaining non-sprinkled portions of the building. I, Robert D. Salmen, will be responsible for the installation and I will use licensed and registered contractors to complete the work.

I agree to waive my right to a public hearing on this proposed fire protection project and the related assessment. In the event that I request the assessment be abandoned, I will reimburse the City for all costs it has incurred on this project.

Lynn, I appreciate your assistance on this matter and look forward to bringing an exceptional tenant/business to St. Paul.

Best Regards,


Robert D Salmen
Owner & Chief Manager 280 Business Center LLC