

SPECIAL ASSESSMENT AND WAIVER AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between ANOKA HENNEPIN SCHOOL DISTRICT # 11, a political subdivision of the State of Minnesota ("Owner") and the CITY OF COON RAPIDS, a Municipal Corporation, hereinafter referred to as "City."

WITNESSETH:

The City is reconstructing Dogwood Street NW as part of City Project 16-4. Owner requested the installation of water and sewer connections up to the property line for the proposed maintenance facility at Owner's property, located at 11401 Dogwood Street N.W., City of Coon Rapids, Minnesota (the "Property"). The Property is legally described as:

Block 1, Lot 6, Anoka Hennepin 1st Addition.

PIN: 13-31-24-14-0007

To expedite and coordinate with the Dogwood Street NW street reconstruction, the parties have agreed to add the water and sewer connections to serve the Property. Further it is agreed, that the curb will be removed and a temporary apron installed at the future entrance to the Property.

Owner agrees that this will provide benefit to the Property and has requested City advance the costs of the utility and assess the costs against the Property. The City has determined it is in its best interests to construct the improvement in order to incorporate it with the Dogwood Street NW street reconstruction, City Project 16-4, to decrease cost and future disruption in the area and to assess the costs against Owner.

NOW, THEREFORE, the undersigned as Owner of the above described Property, in consideration of construction of water and sewer connections up to the property line to serve the

maintenance facility to be constructed on the Property:

1. Owner hereby grants to the City and its construction agents, the right to install water and sewer connections to the property line of the Property and other minor improvements as shown on Exhibit A to be installed concurrently with City street reconstruction project 16-4 for the benefit of Owner.
2. The City shall take all reasonable steps to complete the improvement by August 12, 2016.
3. City estimates the cost of work to be \$19,954.00 for construction and \$1,596.32 to cover construction administration, staking, and inspections costs for a total estimated amount of \$21,550.32. The Owner shall pay actual costs incurred for the indicated work which shall not exceed \$25,000.00 which the Owner shall pay upon the City's satisfactory completion of work in one installment or pay in annual installments, not to exceed 5 years total.
4. Owners hereby waive notice of assessment hearing for the improvement and specifically waive their right to appeal said assessment as provided by Minnesota Statutes Section 429.081.
5. Agrees this agreement shall have the same force and effect as a petition presented pursuant to Minnesota Statutes Section 429.031 and specifically waive any public hearings with respect to the proposed assessment.

Neither party waives any additional claims that may arise out of the entry.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF COON RAPIDS

By:

Jerry Koch, Mayor

By:

Matt Stemwedel, City Manager

[Signatures continue on following page]

**ANOKA HENNEPIN SCHOOL
DISTRICT # 11**

By:

Its:

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of Coon Rapids, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of Anoka Hennepin School District #11.

Notary Public

This Document Drafted By:

David J. Brodie
Coon Rapids City Attorney

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