

**PETITION AND ASSESSMENT APPEAL WAIVER
FOR NEW SANITARY SEWER LINE CONSTRUCTION AND HOOK-UP**

THIS AGREEMENT FOR PETITION AND ASSESSMENT APPEAL WAIVER ("Agreement") is entered into and effective as of the 22nd day of Feb., 2013 ("Agreement Date"), by and between the City of Minneapolis a Minnesota municipal corporation (the "City"), and Jerome Manes (the "Owner").

WITNESSETH:

WHEREAS, certain owners of property along and abutting 14th Avenue Southeast between University Avenue Southeast and 4th Street Southeast in Minneapolis, Minnesota (the "Affected Area") have approached the City with complaints pertaining to sewer backup issues in the Affected Area; and

WHEREAS, the sanitary sewer line currently serving the Affected Area ("Existing Sewer Line") was not constructed by the City and is not owned by the City; and

WHEREAS, the Existing Sewer Line is owned by the properties in the Affected Area; and

WHEREAS, the Existing Sewer Line is nearing the end of its useful life and/or currently requires significant repair; and

WHEREAS, the City is not legally obligated to repair or maintain the Existing Sewer Line; and

WHEREAS, the City is willing to consider the construction of a new, City-owned, sewer line to serve the affected area ("New Sewer Line"); and

WHEREAS, the Owner owns the property located at 323 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0010 ("Property"); and

WHEREAS, the Property will be benefited by the presence and availability of the New Sewer Line; and

WHEREAS, the Owner desires to connect its Property to the New Sewer Line at the time of construction of the New Sewer Line; and

WHEREAS, the Property will be further benefited by the actual connection to the New Sewer Line; and

WHEREAS, the Owner is willing to agree to the levy of the Assessment Waiver Amount against the Property for the Assessment Term with interest accrual at the Assessment Interest Rate to provide funding for the construction of and connection to the New Sewer Line; and

WHEREAS, construction of the New Sewer Line is not part of the City's capital improvement plan, but the City is willing to perform construction activities for the New Sewer Line as desired by the Owner provided that the New Sewer Line is funded by the Owner and other property owners in the Affected Area; and

WHEREAS, the Owner is willing to waive its assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter Chapter 10, § 8 in the manner authorized by Chapter 10 § 8 in return for the City's efforts to construct the New Sewer Line and connect the Property to the same.

NOW, THEREFORE, the Owner petitions the City and agrees as follows:

ARTICLE I THE PETITION AND WAIVER

Section 1.01 Purpose. The purpose of this Petition and Appeal Waiver is to memorialize the Owner's covenants and agreements with regard to the Property and the New Sewer Line including the Owner's waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter, Chapter 10 § 8 in the manner authorized by Minneapolis City Charter Chapter 10 § 8 in return for the City's efforts to facilitate the collection of funding and construction activities for the New Sewer Line.

Section 1.02 Term. The term of this Petition and Appeal Waiver shall commence on the Petition Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment) provided that the City commences construction activities for the New Sewer Line.

Section 1.03 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Petition and Appeal Waiver.

ARTICLE II DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Petition and Appeal Waiver. Their meanings as used in this Petition and Appeal Waiver shall be expressly indicated below, unless the context of this Petition and Appeal Waiver requires otherwise:

- (a) **Petition and Appeal Waiver:** This petition to memorialize the covenants and agreements made by the Owner with regard to the Property and the New Sewer Line.
- (b) **Petition Date:** The date written in the first paragraph of the Petition and Appeal Waiver.
- (c) **Assessment Interest Rate:** The special assessment levied against the Property shall accrue

interest during the Assessment Term at a rate set by and based upon the City's sale of bonds to be used for payment of the Project.

- (d) Assessment Term: The term of the special assessment levied against the Property shall be 20 years.
- (e) Assessment Waiver Amount: The amount of money that the Owner agrees should be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to fund the Project which is commensurate with the estimated special benefit of the Project to the Property in the amount of \$7,783.36.
- (f) City: The City of Minneapolis a Minnesota municipal corporation.
- (g) New Sewer Line: A roughly 167 foot sewer line in the Affected Area.
- (h) Owner: Jerome Manes.
- (i) Property: The property located at 323 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0010.

ARTICLE III PETITION

Section 3.01 Petition. The Owner hereby petitions the City to undertake construction of the New Sewer Line and to connect Owner's Property to the New Sewer Line.

Section 3.02 City's Obligation. The Owner understands and agrees that upon receiving this Petition and Appeal Waiver, the City will consider the requests made herein, but that the City does not and will not have an affirmative duty or obligation to act.

ARTICLE IV COVENANTS AND AGREEMENTS

Section 4.01 Covenants and Agreements of the Owner. The Owner covenants that:

- (a) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Hennepin County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the New Sewer Line together with the assessment of other benefited properties.

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to either Chapter 10 of the Charter of the City of Minneapolis and/or Minnesota Statute Chapter 429 for the special assessment against the Property up to the Assessment Waiver Amount. The Owner hereby

waives any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the New Sewer Line. The Owner acknowledges and agrees that the benefit of the New Sewer Line to the Property does in fact equal or exceed Assessment Waiver Amount. The Owner also acknowledges and agrees that the Property receives a special benefit equal to or exceeding the Assessment Waiver Amount even though the Property may or may not directly abut the New Sewer Line improvements. Furthermore, the Owner acknowledges and agrees that the New Sewer Line costs may not be equally spread against all benefited property.

The Owner acknowledges and agrees that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The Owner acknowledges and agrees that the Owner may appeal any special assessment above the Assessment Waiver Amount.

(b) Owner Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property once the City has incurred expense related to the construction of the New Sewer Line in reliance upon the funding provided by this Petition and Appeal Waiver.

(c) Owner Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to make this Petition and Appeal Waiver.

ARTICLE V GENERAL PROVISIONS

Section 5.01 Binding Effect. This Petition and Appeal Waiver and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the Owner and the Owner's successors, heirs, personal representatives, and permitted assigns. This Petition and Appeal Waiver shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 5.02 Notice To Buyers. The Owner agrees to notify and provide any buyer of the Property with an executed copy of this Petition and Appeal Waiver if the Owner sells any interest in the Property following the execution, but before the recording of this Agreement with the Hennepin County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the Owner has caused this Petition and Appeal Waiver to be executed by its duly authorized representatives.

OWNER

James M. TEE

Ben J. TEE

**PETITION AND ASSESSMENT APPEAL WAIVER
FOR NEW SANITARY SEWER LINE CONSTRUCTION AND HOOK-UP**

THIS AGREEMENT FOR PETITION AND ASSESSMENT APPEAL WAIVER ("Agreement") is entered into and effective as of the 28 day of FEB, 2013 ("Agreement Date"), by and between the City of Minneapolis a Minnesota municipal corporation (the "City"), and Deacon Flats LLC (the "Owner").

WITNESSETH:

WHEREAS, certain owners of property along and abutting 14th Avenue Southeast between University Avenue Southeast and 4th Street Southeast in Minneapolis, Minnesota (the "Affected Area") have approached the City with complaints pertaining to sewer backup issues in the Affected Area; and

WHEREAS, the sanitary sewer line currently serving the Affected Area ("Existing Sewer Line") was not constructed by the City and is not owned by the City; and

WHEREAS, the Existing Sewer Line is owned by the properties in the Affected Area; and

WHEREAS, the Existing Sewer Line is nearing the end of its useful life and/or currently requires significant repair; and

WHEREAS, the City is not legally obligated to repair or maintain the Existing Sewer Line; and

WHEREAS, the City is willing to consider the construction of a new, City-owned, sewer line to serve the affected area ("New Sewer Line"); and

WHEREAS, the Owner owns the property located at 315 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0009 ("Property"); and

WHEREAS, the Property will be benefited by the presence and availability of the New Sewer Line; and

WHEREAS, the Owner desires to connect its Property to the New Sewer Line at the time of construction of the New Sewer Line; and

WHEREAS, the Property will be further benefited by the actual connection to the New Sewer Line; and

WHEREAS, the Owner is willing to agree to the levy of the Assessment Waiver Amount against the Property for the Assessment Term with interest accrual at the Assessment Interest Rate to provide funding for the construction of and connection to the New Sewer Line; and

WHEREAS, construction of the New Sewer Line is not part of the City's capital improvement plan, but the City is willing to perform construction activities for the New Sewer Line as desired by the Owner provided that the New Sewer Line is funded by the Owner and other property owners in the Affected Area; and

WHEREAS, the Owner is willing to waive its assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter Chapter 10, § 8 in the manner authorized by Chapter 10 § 8 in return for the City's efforts to construct the New Sewer Line and connect the Property to the same.

NOW, THEREFORE, the Owner petitions the City and agrees as follows:

ARTICLE I **THE PETITION AND WAIVER**

Section 1.01 Purpose. The purpose of this Petition and Appeal Waiver is to memorialize the Owner's covenants and agreements with regard to the Property and the New Sewer Line including the Owner's waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter, Chapter 10 § 8 in the manner authorized by Minneapolis City Charter Chapter 10 § 8 in return for the City's efforts to facilitate the collection of funding and construction activities for the New Sewer Line.

Section 1.02 Term. The term of this Petition and Appeal Waiver shall commence on the Petition Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment) provided that the City commences construction activities for the New Sewer Line.

Section 1.03 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Petition and Appeal Waiver.

ARTICLE II **DEFINITIONS**

Section 2.01 Definitions. The following are terms used in this Petition and Appeal Waiver. Their meanings as used in this Petition and Appeal Waiver shall be expressly indicated below, unless the context of this Petition and Appeal Waiver requires otherwise:

- (a) **Petition and Appeal Waiver:** This petition to memorialize the covenants and agreements made by the Owner with regard to the Property and the New Sewer Line.
- (b) **Petition Date:** The date written in the first paragraph of the Petition and Appeal Waiver.
- (c) **Assessment Interest Rate:** The special assessment levied against the Property shall accrue

interest during the Assessment Term at a rate set by and based upon the City's sale of bonds to be used for payment of the Project.

- (d) Assessment Term: The term of the special assessment levied against the Property shall be 20 years.
- (e) Assessment Waiver Amount: The amount of money that the Owner agrees should be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to fund the Project which is commensurate with the estimated special benefit of the Project to the Property in the amount of \$22,052.87.
- (f) City: The City of Minneapolis a Minnesota municipal corporation.
- (g) New Sewer Line: A roughly 167 foot sewer line in the Affected Area.
- (h) Owner: Deacon Flats LLC.
- (i) Property: The property located at 315 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0009.

ARTICLE III **PETITION**

Section 3.01 Petition. The Owner hereby petitions the City to undertake construction of the New Sewer Line and to connect Owner's Property to the New Sewer Line.

Section 3.02 City's Obligation. The Owner understands and agrees that upon receiving this Petition and Appeal Waiver, the City will consider the requests made herein, but that the City does not and will not have an affirmative duty or obligation to act.

ARTICLE IV **COVENANTS AND AGREEMENTS**

Section 4.01 Covenants and Agreements of the Owner. The Owner covenants that:

- (a) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Hennepin County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the New Sewer Line together with the assessment of other benefited properties.

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to either Chapter 10 of the Charter of the City of Minneapolis and/or Minnesota Statute Chapter 429 for the special assessment against the Property up to the Assessment Waiver Amount. The Owner hereby

waives any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the New Sewer Line. The Owner acknowledges and agrees that the benefit of the New Sewer Line to the Property does in fact equal or exceed Assessment Waiver Amount. The Owner also acknowledges and agrees that the Property receives a special benefit equal to or exceeding the Assessment Waiver Amount even though the Property may or may not directly abut the New Sewer Line improvements. Furthermore, the Owner acknowledges and agrees that the New Sewer Line costs may not be equally spread against all benefited property.

The Owner acknowledges and agrees that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The Owner acknowledges and agrees that the Owner may appeal any special assessment above the Assessment Waiver Amount.

(b) Owner Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property once the City has incurred expense related to the construction of the New Sewer Line in reliance upon the funding provided by this Petition and Appeal Waiver.

(c) Owner Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to make this Petition and Appeal Waiver.

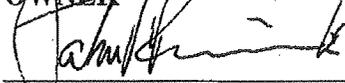
ARTICLE V GENERAL PROVISIONS

Section 5.01 Binding Effect. This Petition and Appeal Waiver and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the Owner and the Owner's successors, heirs, personal representatives, and permitted assigns. This Petition and Appeal Waiver shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

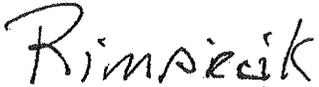
Section 5.02 Notice To Buyers. The Owner agrees to notify and provide any buyer of the Property with an executed copy of this Petition and Appeal Waiver if the Owner sells any interest in the Property following the execution, but before the recording of this Agreement with the Hennepin County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the Owner has caused this Petition and Appeal Waiver to be executed by its duly authorized representatives.

OWNER



A handwritten signature in cursive script, appearing to read "J. R. Rimprik", written over a horizontal line.



A handwritten signature in cursive script, appearing to read "Rimprik", written below a horizontal line.

**PETITION AND ASSESSMENT APPEAL WAIVER
FOR NEW SANITARY SEWER LINE CONSTRUCTION AND HOOK-UP**

THIS AGREEMENT FOR PETITION AND ASSESSMENT APPEAL WAIVER ("Agreement") is entered into and effective as of the _____ day of _____, 20__ ("Agreement Date"), by and between the City of Minneapolis a Minnesota municipal corporation (the "City"), and Clarel Corporation (the "Owner").

WITNESSETH:

WHEREAS, certain owners of property along and abutting 14th Avenue Southeast between University Avenue Southeast and 4th Street Southeast in Minneapolis, Minnesota (the "Affected Area") have approached the City with complaints pertaining to sewer backup issues in the Affected Area; and

WHEREAS, the sanitary sewer line currently serving the Affected Area ("Existing Sewer Line") was not constructed by the City and is not owned by the City; and

WHEREAS, the Existing Sewer Line is owned by the properties in the Affected Area; and

WHEREAS, the Existing Sewer Line is nearing the end of its useful life and/or currently requires significant repair; and

WHEREAS, the City is not legally obligated to repair or maintain the Existing Sewer Line; and

WHEREAS, the City is willing to consider the construction of a new, City-owned, sewer line to serve the affected area ("New Sewer Line"); and

WHEREAS, the Owner owns the property located at 324 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0062 ("Property"); and

WHEREAS, the Property will be benefited by the presence and availability of the New Sewer Line; and

WHEREAS, the Owner desires to connect its Property to the New Sewer Line at the time of construction of the New Sewer Line; and

WHEREAS, the Property will be further benefited by the actual connection to the New Sewer Line; and

WHEREAS, the Owner is willing to agree to the levy of the Assessment Waiver Amount against the Property for the Assessment Term with interest accrual at the Assessment Interest Rate to provide funding for the construction of and connection to the New Sewer Line; and

WHEREAS, construction of the New Sewer Line is not part of the City's capital improvement plan, but the City is willing to perform construction activities for the New Sewer Line as desired by the Owner provided that the New Sewer Line is funded by the Owner and other property owners in the Affected Area; and

WHEREAS, the Owner is willing to waive its assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter Chapter 10, § 8 in the manner authorized by Chapter 10 § 8 in return for the City's efforts to construct the New Sewer Line and connect the Property to the same.

NOW, THEREFORE, the Owner petitions the City and agrees as follows:

ARTICLE I THE PETITION AND WAIVER

Section 1.01 Purpose. The purpose of this Petition and Appeal Waiver is to memorialize the Owner's covenants and agreements with regard to the Property and the New Sewer Line including the Owner's waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter, Chapter 10 § 8 in the manner authorized by Minneapolis City Charter Chapter 10 § 8 in return for the City's efforts to facilitate the collection of funding and construction activities for the New Sewer Line.

Section 1.02 Term. The term of this Petition and Appeal Waiver shall commence on the Petition Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment) provided that the City commences construction activities for the New Sewer Line.

Section 1.03 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Petition and Appeal Waiver.

ARTICLE II DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Petition and Appeal Waiver. Their meanings as used in this Petition and Appeal Waiver shall be expressly indicated below, unless the context of this Petition and Appeal Waiver requires otherwise:

- (a) **Petition and Appeal Waiver:** This petition to memorialize the covenants and agreements made by the Owner with regard to the Property and the New Sewer Line.
- (b) **Petition Date:** The date written in the first paragraph of the Petition and Appeal Waiver.
- (c) **Assessment Interest Rate:** The special assessment levied against the Property shall accrue

interest during the Assessment Term at a rate set by and based upon the City's sale of bonds to be used for payment of the Project.

- (d) Assessment Term: The term of the special assessment levied against the Property shall be 20 years.
- (e) Assessment Waiver Amount: The amount of money that the Owner agrees should be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to fund the Project which is commensurate with the estimated special benefit of the Project to the Property in the amount of \$16,585.97.
- (f) City: The City of Minneapolis a Minnesota municipal corporation.
- (g) New Sewer Line: A roughly 167 foot sewer line in the Affected Area.
- (h) Owner: Clarel Corporation.
- (i) Property: The property located at 324 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0062.

ARTICLE III PETITION

Section 3.01 Petition. The Owner hereby petitions the City to undertake construction of the New Sewer Line and to connect Owner's Property to the New Sewer Line.

Section 3.02 City's Obligation. The Owner understands and agrees that upon receiving this Petition and Appeal Waiver, the City will consider the requests made herein, but that the City does not and will not have an affirmative duty or obligation to act.

ARTICLE IV COVENANTS AND AGREEMENTS

Section 4.01 Covenants and Agreements of the Owner. The Owner covenants that:

- (a) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Hennepin County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the New Sewer Line together with the assessment of other benefited properties.

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to either Chapter 10 of the Charter of the City of Minneapolis and/or Minnesota Statute Chapter 429 for the special assessment against the Property up to the Assessment Waiver Amount. The Owner hereby

waives any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the New Sewer Line. The Owner acknowledges and agrees that the benefit of the New Sewer Line to the Property does in fact equal or exceed Assessment Waiver Amount. The Owner also acknowledges and agrees that the Property receives a special benefit equal to or exceeding the Assessment Waiver Amount even though the Property may or may not directly benefit from the New Sewer Line improvements. Furthermore, the Owner acknowledges and agrees that the New Sewer Line costs may not be equally spread against all benefited property.

The Owner acknowledges and agrees that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The Owner acknowledges and agrees that the Owner may appeal any special assessment above the Assessment Waiver Amount.

(b) Owner Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property once the City has incurred expense related to the construction of the New Sewer Line in reliance upon the funding provided by this Petition and Appeal Waiver.

(c) Owner Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to make this Petition and Appeal Waiver.

ARTICLE V GENERAL PROVISIONS

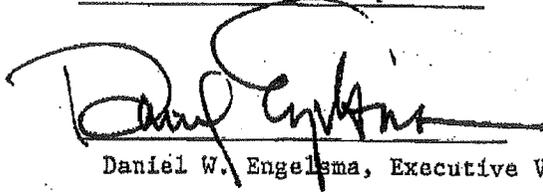
Section 5.01 Binding Effect. This Petition and Appeal Waiver and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the Owner and the Owner's successors, heirs, personal representatives, and permitted assigns. This Petition and Appeal Waiver shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 5.02 Notice To Buyers. The Owner agrees to notify and provide any buyer of the Property with an executed copy of this Petition and Appeal Waiver if the Owner sells any interest in the Property following the execution, but before the recording of this Agreement with the Hennepin County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the Owner has caused this Petition and Appeal Waiver to be executed by its duly authorized representatives.

OWNER

CLAREL CORPORATION
a Minnesota corporation

A handwritten signature in black ink, appearing to read "Daniel W. Engelsma", is written over a horizontal line. The signature is stylized and cursive.

Daniel W. Engelsma, Executive Vice President

**PETITION AND ASSESSMENT APPEAL WAIVER
FOR NEW SANITARY SEWER LINE CONSTRUCTION AND HOOK-UP**

THIS AGREEMENT FOR PETITION AND ASSESSMENT APPEAL WAIVER ("Agreement") is entered into and effective as of the _____ day of _____, 20__ ("Agreement Date"), by and between the City of Minneapolis a Minnesota municipal corporation (the "City"), and Clarel Corporation (the "Owner").

WITNESSETH:

WHEREAS, certain owners of property along and abutting 14th Avenue Southeast between University Avenue Southeast and 4th Street Southeast in Minneapolis, Minnesota (the "Affected Area") have approached the City with complaints pertaining to sewer backup issues in the Affected Area; and

WHEREAS, the sanitary sewer line currently serving the Affected Area ("Existing Sewer Line") was not constructed by the City and is not owned by the City; and

WHEREAS, the Existing Sewer Line is owned by the properties in the Affected Area; and

WHEREAS, the Existing Sewer Line is nearing the end of its useful life and/or currently requires significant repair; and

WHEREAS, the City is not legally obligated to repair or maintain the Existing Sewer Line; and

WHEREAS, the City is willing to consider the construction of a new, City-owned, sewer line to serve the affected area ("New Sewer Line"); and

WHEREAS, the Owner owns the property located at 1400 14th Street Southeast with the Hennepin County Property Identification Number 24-029-24-43-0016 ("Property"); and

WHEREAS, the Property will be benefited by the presence and availability of the New Sewer Line; and

WHEREAS, the Owner desires to connect its Property to the New Sewer Line at the time of construction of the New Sewer Line; and

WHEREAS, the Property will be further benefited by the actual connection to the New Sewer Line; and

WHEREAS, the Owner is willing to agree to the levy of the Assessment Waiver Amount against the Property for the Assessment Term with interest accrual at the Assessment Interest Rate to provide funding for the construction of and connection to the New Sewer Line; and

WHEREAS, construction of the New Sewer Line is not part of the City's capital improvement plan, but the City is willing to perform construction activities for the New Sewer Line as desired by the Owner provided that the New Sewer Line is funded by the Owner and other property owners in the Affected Area; and

WHEREAS, the Owner is willing to waive its assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter Chapter 10, § 8 in the manner authorized by Chapter 10 § 8 in return for the City's efforts to construct the New Sewer Line and connect the Property to the same.

NOW, THEREFORE, the Owner petitions the City and agrees as follows:

ARTICLE I **THE PETITION AND WAIVER**

Section 1.01 Purpose. The purpose of this Petition and Appeal Waiver is to memorialize the Owner's covenants and agreements with regard to the Property and the New Sewer Line including the Owner's waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter, Chapter 10 § 8 in the manner authorized by Minneapolis City Charter Chapter 10 § 8 in return for the City's efforts to facilitate the collection of funding and construction activities for the New Sewer Line.

Section 1.02 Term. The term of this Petition and Appeal Waiver shall commence on the Petition Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment) provided that the City commences construction activities for the New Sewer Line.

Section 1.03 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Petition and Appeal Waiver.

ARTICLE II **DEFINITIONS**

Section 2.01 Definitions. The following are terms used in this Petition and Appeal Waiver. Their meanings as used in this Petition and Appeal Waiver shall be expressly indicated below, unless the context of this Petition and Appeal Waiver requires otherwise:

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- (b) **Petition Date:** The date written in the first paragraph of the Petition and Appeal Waiver.
- (c) **Assessment Interest Rate:** The special assessment levied against the Property shall accrue

interest during the Assessment Term at a rate set by and based upon the City's sale of bonds to be used for payment of the Project.

- (d) Assessment Term: The term of the special assessment levied against the Property shall be 20 years.
- (e) Assessment Waiver Amount: The amount of money that the Owner agrees should be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to fund the Project which is commensurate with the estimated special benefit of the Project to the Property in the amount of \$7,505.38.
- (f) City: The City of Minneapolis a Minnesota municipal corporation.
- (g) New Sewer Line: A roughly 167 foot sewer line in the Affected Area.
- (h) Owner: Clarel Corporation.
- (i) Property: The property located at 1400 14th Street Southeast with the Hennepin County Property Identification Number 24-029-24-43-0016.

ARTICLE III PETITION

Section 3.01 Petition. The Owner hereby petitions the City to undertake construction of the New Sewer Line and to connect Owner's Property to the New Sewer Line.

Section 3.02 City's Obligation. The Owner understands and agrees that upon receiving this Petition and Appeal Waiver, the City will consider the requests made herein, but that the City does not and will not have an affirmative duty or obligation to act.

ARTICLE IV COVENANTS AND AGREEMENTS

Section 4.01 Covenants and Agreements of the Owner. The Owner covenants that:

- (a) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Hennepin County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the New Sewer Line together with the assessment of other benefited properties.

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to either Chapter 10 of the Charter of the City of Minneapolis and/or Minnesota Statute Chapter 429 for the special assessment against the Property up to the Assessment Waiver Amount. The Owner hereby

waives any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the New Sewer Line. The Owner acknowledges and agrees that the benefit of the New Sewer Line to the Property does in fact equal or exceed Assessment Waiver Amount. The Owner also acknowledges and agrees that the Property receives a special benefit equal to or exceeding the Assessment Waiver Amount even though the Property may or may not directly abut the New Sewer Line improvements. Furthermore, the Owner acknowledges and agrees that the New Sewer Line costs may not be equally spread against all benefited property.

The Owner acknowledges and agrees that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The Owner acknowledges and agrees that the Owner may appeal any special assessment above the Assessment Waiver Amount.

(b) Owner Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property once the City has incurred expense related to the construction of the New Sewer Line in reliance upon the funding provided by this Petition and Appeal Waiver.

(c) Owner Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to make this Petition and Appeal Waiver.

ARTICLE V GENERAL PROVISIONS

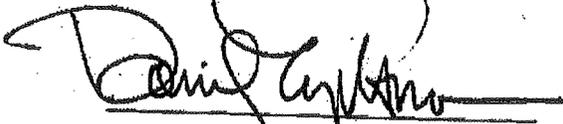
Section 5.01 Binding Effect. This Petition and Appeal Waiver and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the Owner and the Owner's successors, heirs, personal representatives, and permitted assigns. This Petition and Appeal Waiver shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 5.02 Notice To Buyers. The Owner agrees to notify and provide any buyer of the Property with an executed copy of this Petition and Appeal Waiver if the Owner sells any interest in the Property following the execution, but before the recording of this Agreement with the Hennepin County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the Owner has caused this Petition and Appeal Waiver to be executed by its duly authorized representatives.

OWNER

CLAREL CORPORATION
a Minnesota corporation

A handwritten signature in black ink, appearing to read "Daniel W. Engelsma", written over a horizontal line.

Daniel W. Engelsma, Executive Vice President

**PETITION AND ASSESSMENT APPEAL WAIVER
FOR NEW SANITARY SEWER LINE CONSTRUCTION AND HOOK-UP**

THIS AGREEMENT FOR PETITION AND ASSESSMENT APPEAL WAIVER ("Agreement") is entered into and effective as of the 28 day of February, 2013 ("Agreement Date"), by and between the City of Minneapolis a Minnesota municipal corporation (the "City"), and Arbor Retail Properties LLC (the "Owner").

WITNESSETH:

WHEREAS, certain owners of property along and abutting 14th Avenue Southeast between University Avenue Southeast and 4th Street Southeast in Minneapolis, Minnesota (the "Affected Area") have approached the City with complaints pertaining to sewer backup issues in the Affected Area; and

WHEREAS, the sanitary sewer line currently serving the Affected Area ("Existing Sewer Line") was not constructed by the City and is not owned by the City; and

WHEREAS, the Existing Sewer Line is owned by the properties in the Affected Area; and

WHEREAS, the Existing Sewer Line is nearing the end of its useful life and/or currently requires significant repair; and

WHEREAS, the City is not legally obligated to repair or maintain the Existing Sewer Line; and

WHEREAS, the City is willing to consider the construction of a new, City-owned, sewer line to serve the affected area ("New Sewer Line"); and

WHEREAS, the Owner owns the property located at 317 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0054 ("Property"); and

WHEREAS, the Property will be benefited by the presence and availability of the New Sewer Line; and

WHEREAS, the Owner desires to connect its Property to the New Sewer Line at the time of construction of the New Sewer Line; and

WHEREAS, the Property will be further benefited by the actual connection to the New Sewer Line; and

WHEREAS, the Owner is willing to agree to the levy of the Assessment Waiver Amount against the Property for the Assessment Term with interest accrual at the Assessment Interest Rate to provide funding for the construction of and connection to the New Sewer Line; and

WHEREAS, construction of the New Sewer Line is not part of the City's capital improvement plan, but the City is willing to perform construction activities for the New Sewer Line as desired by the Owner provided that the New Sewer Line is funded by the Owner and other property owners in the Affected Area; and

WHEREAS, the Owner is willing to waive its assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter Chapter 10, § 8 in the manner authorized by Chapter 10 § 8 in return for the City's efforts to construct the New Sewer Line and connect the Property to the same.

NOW, THEREFORE, the Owner petitions the City and agrees as follows:

ARTICLE I
THE PETITION AND WAIVER

Section 1.01 Purpose. The purpose of this Petition and Appeal Waiver is to memorialize the Owner's covenants and agreements with regard to the Property and the New Sewer Line including the Owner's waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter, Chapter 10 § 8 in the manner authorized by Minneapolis City Charter Chapter 10 § 8 in return for the City's efforts to facilitate the collection of funding and construction activities for the New Sewer Line.

Section 1.02 Term. The term of this Petition and Appeal Waiver shall commence on the Petition Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment) provided that the City commences construction activities for the New Sewer Line.

Section 1.03 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Petition and Appeal Waiver.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Petition and Appeal Waiver. Their meanings as used in this Petition and Appeal Waiver shall be expressly indicated below, unless the context of this Petition and Appeal Waiver requires otherwise:

- (a) **Petition and Appeal Waiver:** This petition to memorialize the covenants and agreements made by the Owner with regard to the Property and the New Sewer Line.
- (b) **Petition Date:** The date written in the first paragraph of the Petition and Appeal Waiver.
- (c) **Assessment Interest Rate:** The special assessment levied against the Property shall accrue

interest during the Assessment Term at a rate set by and based upon the City's sale of bonds to be used for payment of the Project.

- (d) Assessment Term: The term of the special assessment levied against the Property shall be 20 years.
- (e) Assessment Waiver Amount: The amount of money that the Owner agrees should be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to fund the Project which is commensurate with the estimated special benefit of the Project to the Property in the amount of \$14,825.46.
- (f) City: The City of Minneapolis a Minnesota municipal corporation.
- (g) New Sewer Line: A roughly 167 foot sewer line in the Affected Area.
- (h) Owner: Arbor Retail Properties LLC.
- (i) Property: The property located at 317 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0054.

ARTICLE III PETITION

Section 3.01 Petition. The Owner hereby petitions the City to undertake construction of the New Sewer Line and to connect Owner's Property to the New Sewer Line.

Section 3.02 City's Obligation. The Owner understands and agrees that upon receiving this Petition and Appeal Waiver, the City will consider the requests made herein, but that the City does not and will not have an affirmative duty or obligation to act.

ARTICLE IV COVENANTS AND AGREEMENTS

Section 4.01 Covenants and Agreements of the Owner. The Owner covenants that:

- (a) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Hennepin County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the New Sewer Line together with the assessment of other benefited properties.

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to either Chapter 10 of the Charter of the City of Minneapolis and/or Minnesota Statute Chapter 429 for the special assessment against the Property up to the Assessment Waiver Amount. The Owner hereby

waives any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the New Sewer Line. The Owner acknowledges and agrees that the benefit of the New Sewer Line to the Property does in fact equal or exceed Assessment Waiver Amount. The Owner also acknowledges and agrees that the Property receives a special benefit equal to or exceeding the Assessment Waiver Amount even though the Property may or may not directly abut the New Sewer Line improvements. Furthermore, the Owner acknowledges and agrees that the New Sewer Line costs may not be equally spread against all benefited property.

The Owner acknowledges and agrees that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The Owner acknowledges and agrees that the Owner may appeal any special assessment above the Assessment Waiver Amount.

(b) Owner Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property once the City has incurred expense related to the construction of the New Sewer Line in reliance upon the funding provided by this Petition and Appeal Waiver.

(c) Owner Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to make this Petition and Appeal Waiver.

ARTICLE V GENERAL PROVISIONS

Section 5.01 Binding Effect. This Petition and Appeal Waiver and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the Owner and the Owner's successors, heirs, personal representatives, and permitted assigns. This Petition and Appeal Waiver shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 5.02 Notice To Buyers. The Owner agrees to notify and provide any buyer of the Property with an executed copy of this Petition and Appeal Waiver if the Owner sells any interest in the Property following the execution, but before the recording of this Agreement with the Hennepin County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the Owner has caused this Petition and Appeal Waiver to be executed by its duly authorized representatives.

OWNER

Arden Retail Properties, LLC

by [Signature]

**PETITION AND ASSESSMENT APPEAL WAIVER
FOR NEW SANITARY SEWER LINE CONSTRUCTION AND HOOK-UP**

THIS AGREEMENT FOR PETITION AND ASSESSMENT APPEAL WAIVER ("Agreement") is entered into and effective as of the 5 day of March, 2011 ("Agreement Date"), by and between the City of Minneapolis a Minnesota municipal corporation (the "City"), and Jason McLean (the "Owner").

WITNESSETH:

WHEREAS, certain owners of property along and abutting 14th Avenue Southeast between University Avenue Southeast and 4th Street Southeast in Minneapolis, Minnesota (the "Affected Area") have approached the City with complaints pertaining to sewer backup issues in the Affected Area; and

WHEREAS, the sanitary sewer line currently serving the Affected Area ("Existing Sewer Line") was not constructed by the City and is not owned by the City; and

WHEREAS, the Existing Sewer Line is owned by the properties in the Affected Area; and

WHEREAS, the Existing Sewer Line is nearing the end of its useful life and/or currently requires significant repair; and

WHEREAS, the City is not legally obligated to repair or maintain the Existing Sewer Line; and

WHEREAS, the City is willing to consider the construction of a new, City-owned, sewer line to serve the affected area ("New Sewer Line"); and

WHEREAS, the Owner owns the property located at 325 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0012 ("Property"); and

WHEREAS, the Property will be benefited by the presence and availability of the New Sewer Line; and

WHEREAS, the Owner desires to connect its Property to the New Sewer Line at the time of construction of the New Sewer Line; and

WHEREAS, the Property will be further benefited by the actual connection to the New Sewer Line; and

WHEREAS, the Owner is willing to agree to the levy of the Assessment Waiver Amount against the Property for the Assessment Term with interest accrual at the Assessment Interest Rate to provide funding for the construction of and connection to the New Sewer Line; and

WHEREAS, construction of the New Sewer Line is not part of the City's capital improvement plan, but the City is willing to perform construction activities for the New Sewer Line as desired by the Owner provided that the New Sewer Line is funded by the Owner and other property owners in the Affected Area; and

WHEREAS, the Owner is willing to waive its assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter Chapter 10, § 8 in the manner authorized by Chapter 10 § 8 in return for the City's efforts to construct the New Sewer Line and connect the Property to the same.

NOW, THEREFORE, the Owner petitions the City and agrees as follows:

ARTICLE I
THE PETITION AND WAIVER

Section 1.01 Purpose. The purpose of this Petition and Appeal Waiver is to memorialize the Owner's covenants and agreements with regard to the Property and the New Sewer Line including the Owner's waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter, Chapter 10 § 8 in the manner authorized by Minneapolis City Charter Chapter 10 § 8 in return for the City's efforts to facilitate the collection of funding and construction activities for the New Sewer Line.

Section 1.02 Term. The term of this Petition and Appeal Waiver shall commence on the Petition Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment) provided that the City commences construction activities for the New Sewer Line.

Section 1.03 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Petition and Appeal Waiver.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Petition and Appeal Waiver. Their meanings as used in this Petition and Appeal Waiver shall be expressly indicated below, unless the context of this Petition and Appeal Waiver requires otherwise:

- (a) **Petition and Appeal Waiver:** This petition to memorialize the covenants and agreements made by the Owner with regard to the Property and the New Sewer Line.
- (b) **Petition Date:** The date written in the first paragraph of the Petition and Appeal Waiver.
- (c) **Assessment Interest Rate:** The special assessment levied against the Property shall accrue

interest during the Assessment Term at a rate set by and based upon the City's sale of bonds to be used for payment of the Project.

- (d) Assessment Term: The term of the special assessment levied against the Property shall be 20 years.
- (e) Assessment Waiver Amount: The amount of money that the Owner agrees should be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to fund the Project which is commensurate with the estimated special benefit of the Project to the Property in the amount of \$14,825.46.
- (f) City: The City of Minneapolis a Minnesota municipal corporation.
- (g) New Sewer Line: A roughly 167 foot sewer line in the Affected Area.
- (h) Owner: Jason McLean.
- (i) Property: The property located at 325 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0012.

ARTICLE III PETITION

Section 3.01 Petition. The Owner hereby petitions the City to undertake construction of the New Sewer Line and to connect Owner's Property to the New Sewer Line.

Section 3.02 City's Obligation. The Owner understands and agrees that upon receiving this Petition and Appeal Waiver, the City will consider the requests made herein, but that the City does not and will not have an affirmative duty or obligation to act.

ARTICLE IV COVENANTS AND AGREEMENTS

Section 4.01 Covenants and Agreements of the Owner. The Owner covenants that:

- (a) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Hennepin County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the New Sewer Line together with the assessment of other benefited properties.

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to either Chapter 10 of the Charter of the City of Minneapolis and/or Minnesota Statute Chapter 429 for the special assessment against the Property up to the Assessment Waiver Amount. The Owner hereby

waives any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the New Sewer Line. The Owner acknowledges and agrees that the benefit of the New Sewer Line to the Property does in fact equal or exceed Assessment Waiver Amount. The Owner also acknowledges and agrees that the Property receives a special benefit equal to or exceeding the Assessment Waiver Amount even though the Property may or may not directly abut the New Sewer Line improvements. Furthermore, the Owner acknowledges and agrees that the New Sewer Line costs may not be equally spread against all benefited property.

The Owner acknowledges and agrees that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The Owner acknowledges and agrees that the Owner may appeal any special assessment above the Assessment Waiver Amount.

(b) Owner Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property once the City has incurred expense related to the construction of the New Sewer Line in reliance upon the funding provided by this Petition and Appeal Waiver.

(c) Owner Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to make this Petition and Appeal Waiver.

ARTICLE V GENERAL PROVISIONS

Section 5.01 Binding Effect. This Petition and Appeal Waiver and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the Owner and the Owner's successors, heirs, personal representatives, and permitted assigns. This Petition and Appeal Waiver shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 5.02 Notice To Buyers. The Owner agrees to notify and provide any buyer of the Property with an executed copy of this Petition and Appeal Waiver if the Owner sells any interest in the Property following the execution, but before the recording of this Agreement with the Hennepin County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the Owner has caused this Petition and Appeal Waiver to be executed by its duly authorized representatives.

OWNER



**PETITION AND ASSESSMENT APPEAL WAIVER
FOR NEW SANITARY SEWER LINE CONSTRUCTION AND HOOK-UP**

THIS AGREEMENT FOR PETITION AND ASSESSMENT APPEAL WAIVER ("Agreement") is entered into and effective as of the 22nd day of Feb., 2013 ("Agreement Date"), by and between the City of Minneapolis a Minnesota municipal corporation (the "City"), and Jerome Manes (the "Owner").

WITNESSETH:

WHEREAS, certain owners of property along and abutting 14th Avenue Southeast between University Avenue Southeast and 4th Street Southeast in Minneapolis, Minnesota (the "Affected Area") have approached the City with complaints pertaining to sewer backup issues in the Affected Area; and

WHEREAS, the sanitary sewer line currently serving the Affected Area ("Existing Sewer Line") was not constructed by the City and is not owned by the City; and

WHEREAS, the Existing Sewer Line is owned by the properties in the Affected Area; and

WHEREAS, the Existing Sewer Line is nearing the end of its useful life and/or currently requires significant repair; and

WHEREAS, the City is not legally obligated to repair or maintain the Existing Sewer Line; and

WHEREAS, the City is willing to consider the construction of a new, City-owned, sewer line to serve the affected area ("New Sewer Line"); and

WHEREAS, the Owner owns the property located at 321 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0011 ("Property"); and

WHEREAS, the Property will be benefited by the presence and availability of the New Sewer Line; and

WHEREAS, the Owner desires to connect its Property to the New Sewer Line at the time of construction of the New Sewer Line; and

WHEREAS, the Property will be further benefited by the actual connection to the New Sewer Line; and

WHEREAS, the Owner is willing to agree to the levy of the Assessment Waiver Amount against the Property for the Assessment Term with interest accrual at the Assessment Interest Rate to provide funding for the construction of and connection to the New Sewer Line; and

WHEREAS, construction of the New Sewer Line is not part of the City's capital improvement plan, but the City is willing to perform construction activities for the New Sewer Line as desired by the Owner provided that the New Sewer Line is funded by the Owner and other property owners in the Affected Area; and

WHEREAS, the Owner is willing to waive its assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter Chapter 10, § 8 in the manner authorized by Chapter 10 § 8 in return for the City's efforts to construct the New Sewer Line and connect the Property to the same.

NOW, THEREFORE, the Owner petitions the City and agrees as follows:

ARTICLE I THE PETITION AND WAIVER

Section 1.01 Purpose. The purpose of this Petition and Appeal Waiver is to memorialize the Owner's covenants and agreements with regard to the Property and the New Sewer Line including the Owner's waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minneapolis City Charter, Chapter 10 § 8 in the manner authorized by Minneapolis City Charter Chapter 10 § 8 in return for the City's efforts to facilitate the collection of funding and construction activities for the New Sewer Line.

Section 1.02 Term. The term of this Petition and Appeal Waiver shall commence on the Petition Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment) provided that the City commences construction activities for the New Sewer Line.

Section 1.03 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Petition and Appeal Waiver.

ARTICLE II DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Petition and Appeal Waiver. Their meanings as used in this Petition and Appeal Waiver shall be expressly indicated below, unless the context of this Petition and Appeal Waiver requires otherwise:

- (a) **Petition and Appeal Waiver:** This petition to memorialize the covenants and agreements made by the Owner with regard to the Property and the New Sewer Line.
- (b) **Petition Date:** The date written in the first paragraph of the Petition and Appeal Waiver.
- (c) **Assessment Interest Rate:** The special assessment levied against the Property shall accrue

interest during the Assessment Term at a rate set by and based upon the City's sale of bonds to be used for payment of the Project.

- (d) Assessment Term: The term of the special assessment levied against the Property shall be 20 years.
- (e) Assessment Waiver Amount: The amount of money that the Owner agrees should be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to fund the Project which is commensurate with the estimated special benefit of the Project to the Property in the amount of \$8,265.19.
- (f) City: The City of Minneapolis a Minnesota municipal corporation.
- (g) New Sewer Line: A roughly 167 foot sewer line in the Affected Area.
- (h) Owner: Jerome Manes.
- (i) Property: The property located at 321 14th Avenue Southeast with the Hennepin County Property Identification Number 24-029-24-43-0011.

ARTICLE III PETITION

Section 3.01 Petition. The Owner hereby petitions the City to undertake construction of the New Sewer Line and to connect Owner's Property to the New Sewer Line.

Section 3.02 City's Obligation. The Owner understands and agrees that upon receiving this Petition and Appeal Waiver, the City will consider the requests made herein, but that the City does not and will not have an affirmative duty or obligation to act.

ARTICLE IV COVENANTS AND AGREEMENTS

Section 4.01 Covenants and Agreements of the Owner. The Owner covenants that:

- (a) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Hennepin County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the New Sewer Line together with the assessment of other benefited properties.

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to either Chapter 10 of the Charter of the City of Minneapolis and/or Minnesota Statute Chapter 429 for the special assessment against the Property up to the Assessment Waiver Amount. The Owner hereby

waives any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the New Sewer Line. The Owner acknowledges and agrees that the benefit of the New Sewer Line to the Property does in fact equal or exceed Assessment Waiver Amount. The Owner also acknowledges and agrees that the Property receives a special benefit equal to or exceeding the Assessment Waiver Amount even though the Property may or may not directly abut the New Sewer Line improvements. Furthermore, the Owner acknowledges and agrees that the New Sewer Line costs may not be equally spread against all benefited property.

The Owner acknowledges and agrees that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The Owner acknowledges and agrees that the Owner may appeal any special assessment above the Assessment Waiver Amount.

(b) Owner Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property once the City has incurred expense related to the construction of the New Sewer Line in reliance upon the funding provided by this Petition and Appeal Waiver.

(c) Owner Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to make this Petition and Appeal Waiver.

ARTICLE V GENERAL PROVISIONS

Section 5.01 Binding Effect. This Petition and Appeal Waiver and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the Owner and the Owner's successors, heirs, personal representatives, and permitted assigns. This Petition and Appeal Waiver shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 5.02 Notice To Buyers. The Owner agrees to notify and provide any buyer of the Property with an executed copy of this Petition and Appeal Waiver if the Owner sells any interest in the Property following the execution, but before the recording of this Agreement with the Hennepin County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the Owner has caused this Petition and Appeal Waiver to be executed by its duly authorized representatives.

OWNER

Jason M. TEE

Ann G. TEE