WHEN RECORDED RETURN TO:
City Clerk, City of Knoxville
305 South Third Street
Knoxville, IA 50138

SPACE ABOVE THIS LINE FOR RECORDER

Petition and Waiver

This Agreement is made and entered into by and between the City of Knoxville, Iowa (hereinafter "City") and the undersigned property owner (hereinafter "Property Owner").

Whereas, the City has agreed to construct certain improvements; namely approximately a 31' wide, 8" thick Portland Cement Concrete (PCC) street with integral curb and gutter, grading and subgrade preparation, storm sewers and appurtenances, 8" sanitary sewer and appurtenances, 8" water main and appurtenances, public sidewalks, and street lights; to be known as the W. Bell Avenue Reconstruction Project (hereinafter "Improvements") along Property Owner's property (hereinafter "Property") which is more particularly described as

See Exhibit "A"; and

Whereas, a part of the cost of the Improvements might be assessed against the Property; and

Whereas, the undersigned Property Owner will benefit from the construction of the Improvements and agrees to the levying of the cost of said Improvements against the Property as a special assessment.

Now, therefore, be it agreed among the parties hereto as follows:

The City shall cause the above-described Improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate.

For purpose of this Agreement, the City may elect to contract for the construction of said Improvements as part of any contract for a public improvement project entered into prior to the receipt of this instrument as authorized by law.

In consideration of the execution by the City of this Agreement and the construction of the Improvements, the undersigned Property Owner hereby waives the public hearing on the adoption of the Resolution on Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of the Improvements where the expense of such Improvements is to be assessed against private property. The Property Owner hereby expressly waives each and every question of jurisdiction, benefit and need, the intention of the Property Owner being to authorize and direct said City to construct the Improvements for the benefit of

the Property without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications and if the City assesses the cost of the Improvements by special assessment, that the City shall make assessments against the property proportionately, and that said assessments so made shall be a lien upon the property, and the undersigned Property Owner hereby agrees to pay the amount that is assessed against said Property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed, subject only to the rights of the Property Owner reserved herein. The undersigned Property Owner hereby expressly waives every objection to said final assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned Property Owner within the time provided by statute for the payment of such special assessments for such Improvements. The undersigned Property Owner, if entitled to agricultural deferment under the Code of Iowa, hereby waives its right to such deferral.

The undersigned Property Owner hereby authorizes the City Council to pass any resolution requisite or necessary to order or secure said Improvements, to provide for the construction of the same and to make the assessments herein provided for, subject only to the right of the Property Owner reserved herein, and any such resolution may contain recitals that said Improvements are ordered or made by the Council without petition of Property Owner; without in any way qualifying this petition or releasing the Property Owner from obligations to pay the assessments levied against its Property for the cost of said Improvements and to issue improvement bonds payable out of said assessment as herein provided.

The undersigned Property Owner warrants that the Property is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are by lienholders hereinafter listed and designated as signers of this Petition and Waiver, who by execution of this Petition consent to the subordination of their lien to the special assessment liens herein described. The Property Owner further agrees to subordinate its Property to the terms of this Petition and Waiver, and upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder, designated below, by execution of this Petition and Waiver, agrees and consents that its lien shall be subordinated to the lien of the assessments levied pursuant hereto.

The Property Owner agrees that this Petition and Waiver shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all transferees and assignees.

Dated this 13 day of June, 2016.

Presented to the City Council on _____, 2016.

Approved by the City on Council on _____, 2016.

City of Knoxville, Iowa

By: _____
Brian Hatch, Mayor

ATTEST:

By: _____
Heather Ussery, City Clerk

STATE OF IOWA, MARION COUNTY, ss:

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Brian Hatch** and **Heather Ussery**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Knoxville, Iowa**; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the _____ day of _____, 20__; and that _____ and _____, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

Property Owner:
<<Property Owner Name>>

By: _____ By: _____

STATE OF IOWA, COUNTY OF MARION, ss:

On this 13 day of June, 2016, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Jodi Bellon
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
JODI BELLON
Commission Number 770514
My Commission Expires
11-14-17