

## PETITION AND WAIVER

THIS AGREEMENT made and entered into by and between the City of Waterloo, Iowa, hereinafter called the City, and the undersigned property owner in said City, hereinafter called the Property Owner, WITNESSETH:

WHEREAS, the Property Owner is the owner of the tracts of real estate shown on the attached Exhibit "A," and,

WHEREAS, the Property Owner proposes to construct sanitary sewers, storm sewers, curb and gutter, street paving and, when applicable, concrete sidewalk improvements in said City; and

WHEREAS, the undersigned Property Owner desire that the improvements be constructed to benefit its property herein described, the general description and location of said improvements being shown on the Plat attached hereto as Exhibit "B."

The properties to be assessed are described as shown on the Plat attached hereto as Exhibit "B."

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

As soon as practicable the Property Owner shall cause said above described improvements to be constructed in accordance with in all respects, with such plans and specifications for the above described improvements as it shall deem appropriate. The construction of said improvements shall be under the supervision of an engineer to be selected at the discretion of the City.

For the purpose hereinbefore set out, in the event the Property Owner fails to complete construction of said improvements as described in the Contract between the City and Property Owner of the same date hereof, the City may elect to enter into contract for the construction of said improvements as a part of any contract for a public improvement project made pursuant to advertisement for bids done prior to the receipt of this instrument by the Council, if authorized by Section 384.41(2) of the City Code of Iowa.

In consideration of the construction of the said improvement, the undersigned Property Owner hereby waives the Resolution of Necessity and publication of Notice thereof, the Resolution ordering the work, the advertisement for bids, and the 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 said improvements where the expense of such improvements is to be assessed against the abutting or adjacent property. The undersigned Property Owner hereby expressly waives each and every question of jurisdiction, the intention of the Property Owner being to authorize and direct said City to construct the said improvement without any of the formalities or legal proceedings required of cities by the statutes of Iowa in constructing like improvements. The express intention of the undersigned Property Owner being that said above described improvements shall be constructed as aforesaid as if each and every legal requirement pertaining thereto was fully and faithfully observed and performed.

It is further agreed that said City may make a contract for construction of the above described improvements, as herein provided and that when said improvements have been constructed in accordance with the plans and specifications for the said improvements, to be adopted by the council, that said city by and through its Council may make assessments against the properties of the undersigned Property Owner for the entire cost of the construction of said improvements, including the cost of engineering, supervision, and preparation of assessment schedule, and that said assessments so made shall be a lien upon the property herein described of the undersigned Property Owner, and the undersigned Property Owner hereby agrees to pay the amount which is thus assessed against its 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. The undersigned Property Owner hereby expressly waives every objection to said assessment. Said assessment shall be paid by the undersigned Property Owner within the time provided by the laws of Iowa for the payment of special assessments for such improvements.

The amount and proportion of the cost of said improvements, to be paid by the Property Owner, shall be ascertained and determined by the Engineers and by them reported to the City Council which shall make such changes or alterations in said assessment as should be made and when said assessments are finally passed by the Council and by it levied, they shall constitute the assessments against the said property in all respects and with all the effect that they would have pertaining to public improvements to be paid for by special assessments, had been fully observed. Said assessments shall be paid by the undersigned Property Owner within the time provided by law

for the payment of special assessments for such improvements, and improvement bonds may be issued by the City payable out of said assessments. Said Property Owner hereby authorizes the Council of the City of Waterloo, Iowa, to pass any Resolution requisite or necessary to order and secure said improvements, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owner, or any of them, 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 its obligation to pay the assessments levied against their property for the cost of said improvements.

The Property Owner warrants that its real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes. The Property Owner further agrees to subordinate the sale of any part of its said 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.

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.

IN WITNESS WHEREOF, we have hereunto affixed our signature this \_\_\_\_ day of December, 2014.

(PROPERTY OWNER)  
ROBIN HOOD ENTERPRISES, LLC

By: \_\_\_\_\_  
Richard C. Young, Manager

STATE OF IOWA            )  
                                  SS  
BLACK HAWK COUNTY)

On this \_\_\_\_ day of December, 2014, before me, a Notary Public in and for the County of Black Hawk, State of Iowa, personally appeared Richard C, Young, Manager of Robin Hood Enterprises, LLC, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR BLACK HAWK  
COUNTY, IOWA.