MinnPACE
A division of the Saint Paul Port Authority
minnpace.com

380 Saint Peter Street, Suite 850
Saint Paul, MN 55102

651-204-6236 (phone) | 651-223-5198 (fax)

Special Assessments Application and Petition Agreement

The Property Assessed Clean Energy Program (MinnPACE), administered by the Saint Paul Port Authority, provides a finance mechanism for the installation of energy efficiency, renewable and conservation Improvements that are permanently fixed to the eligible properties and petition for special assessments in accordance with Minnesota Statutes Sections 216C.435 and 2016C.436 and Chapter 42, and the MinnPACE program. *For further information on eligibility requirements, see the Administrative Guidelines and Financing Summary found at minnpace.com or contact the Saint Paul Port Authority at 651-204-6236.* This MinnPACE Agreement contains an Application section, a Petition for Special Assessment, and designated attachments, all of which must be reviewed and completed, and constitute a full and complete agreement.

APPLICATION

Eligibility Requirements

- Applicant(s) is/are legal owner(s) of the Property described in the Application (the "Property.")
- Property is developed and located within the City of _____and County of _____.
  (Revise as needed if special assessments are to be levied by a county or town.)
- Property Owner is current on all mortgage(s). All lenders have signed the Lender Acknowledgement Form for MinnPACE Financing.
- Property Owner is not in bankruptcy and the Property is not an asset in a bankruptcy proceeding.
- There are no federal or state income tax liens, judgment liens or similar involuntary liens on the Property.
- Applicant(s) can be verified as being in "Good Standing" with the Minnesota Office of the Secretary of State **or** are be able to provide a Member Agreement or Operating Agreement certified to be true or correct.
- Improvement costs are reasonable for the scope of the proposed Improvements and in relation to Property value.
- Requested Financing Amount does not exceed the lesser of 20 percent of the Property Market Value or the actual cost of installing the Improvements, including the cost of necessary equipment, materials and labor, the cost of energy audit or renewable energy feasibility study and the cost or verification of installation, less the value of expected rebates.
- Term of financing requested does not exceed the weighted average of the useful life of the Improvements.
- Applicant(s) has/have obtained an **energy audit or renewable energy feasibility study** on the Property. **Attach when submitting application.**

Below, please list and identify all real estate upon which the improvement will constructed or will be directly benefited.
Property Owner(s) Legal Name(s) (as they appear on Property tax records)

Applicant #1:_____

List all parcel #s Owned by Applicant #1:_____

Applicant #2:_____
List all parcel #s Owned by Applicant #2:_____

Applicant #3:_____
List all parcel #s Owned by Applicant #3:_____

Applicant #4:_____
List all parcel #s Owned by Applicant #4:_____

Initials
(all signers) _____ _____ _____ _____

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Property Owner(s) Type(s) — *check all that apply*

- ☐ Individual(s)/Joint Tenants/Common Property (not in trust)
- ☐ Trust/Trustees/Living Trust
- ☐ Corporation
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Other (Specify):

Property Owner Contact Information

Name:_____ Email:_____

Phone (Day):_____ Cell Phone:_____

Physical Property Address

Street Address:_____ City, State Zip:_____

Property Type: ☐ Commercial/Industrial ☐ Apartment (more than four units)

Square Footage of Building (if applicable):_____

Finance Amount Requested:$_____

Finance Term: ☐ 10 Years ☐ Other:_____

Current Mortgage Financing — ***attach a copy of Mortgage Statement***

Name of Mortgage Lender:_____

Mortgage Lender Address:_____

Outstanding Principal Balance:_____

Utility Company:_____

Improvement Description—**attach all relevant documentation, including bids and estimates**

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Petition for Special Assessment

We hereby acknowledge that we will be obligated to pay the assessments when due. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I/we sell the Property to another person. I/we understand that assessment installments together with the interest on the assessment will be collected on my/our Property tax bill in the same manner and at the same time as Property taxes and will be collected on my/our Property tax bill in subject to the same penalties, remedies and lien priorities as for Property taxes in the event of delinquency, including foreclosure. I/we waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I/we waive any appeal rights otherwise available pursuant to M.S.A. §429.081.

The City or County will assess the cost of the Improvements as a special assessment against the Property in accordance with the City's or County's charter, code, or ordinances regulating assessments. The Assessment will carry a term of up to 20 years and will be certified by the City or County annually to County for collection with Owner's Property taxes. Owner may choose to prepay all or a portion of the assessment directly to the City or County at any time during the term of the Assessment. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the Saint Paul Port Authority prior to ratification of the Assessment by the City or County.

Declarations

By signing this Application, the undersigned hereby declares under penalty or perjury under the laws of the State of Minnesota all of the following:

1. I am/we are the current owner of record of the Property described herein (the "Property.")
2. The Property is not currently involved in a bankruptcy proceeding.
3. I/we are current on any mortgage(s) or other loan(s) secured by the Property.
4. I/we and the Property meet the Eligibility Requirements listed on page one.
5. I/we waive any and all procedural and substantive objections to the installation of the Improvements and the special assessments, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. I/we waive any appeal rights otherwise available pursuant the M.S.A. § 429.801.
6. That (i) the information provided in, or in connection with, this Application is true and correct as of the date set forth opposite my/our signature(s) on this Application and (ii) that I/we understand that any intentional or negligent misrepresentation(s) of the information contained in this Application, or provided in connection with the Application, may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the Saint Paul Port Authority, any lender providing financing for Improvements described herein, their agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which I/we have made in this application.
7. I/we agree that the selection of any product(s), equipment and measures referenced in this Application (the "Improvements,") and the decisions regarding the purchase, installation and ownership/maintenance of the Improvements is/are my/our sole responsibility and that I/we have not relied upon any representations or recommendations of MinnPACE/Saint Paul Port Authority, its agents, representatives, assignees, or employees in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Improvements is not an agent, employee, assignee or representative of MinnPACE/Saint Paul Port Authority.
8. Owner agrees that any review and approval of the Improvements by a City, County, State or governmental 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 and does not create a special duty to the Owner nor establish a warranty of quality of materials and workmanship.
9. I/we understand the MinnPACE/Saint Paul Port Authority makes no warranty, whether expressed or implied, with respect to the choice, use or application of the Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, or the use or application of the Improvements.
10. I/we agree that MinnPACE/Saint Paul Port Authority has no liability whatsoever concerning (i) the quality or safety of any Improvements, including their fitness for any purpose, (ii) the estimated energy savings produced by or performance of the I Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the improvement including, but not limited to, any effect on indoor pollutants; or (v) any other matter with respect to MinnPACE/Saint Paul Port Authority.

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Prior to sending this application, be sure to include all required attachments.

☐ Evidence of Energy Audit or Renewable Energy System Feasibility (requested on page one) — *REQUIRED*

☐ Mortgage Statement (requested on page two) — *REQUIRED*

☐ Construction Contracts/Bids (requested on page two) — *REQUIRED*

☐ Lender Acknowledgement Form (requested on page five) — ***REQUIRED FOR EACH AND EVERY MORTGAGE HOLDER***

☐ Financial Statements or Tax Returns from the past three years — *REQUIRED*

Signatures of all Property Owners and Notary

Date:_____

Property Owner Signature_____ Printed Name_____

Property Owner Signature_____ Printed Name_____

Property Owner Signature_____ Printed Name_____

Property Owner Signature_____ Printed Name_____

For an acknowledgment in an individual capacity:

State of Minnesota

County of _____

This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s). _____
(Seal, if any)

Signature of notarial officer _____

Title (and Rank) My commission expires:_____

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Lender Acknowledgement Form

The undersigned, on behalf of the Lender, which is the holder of a mortgage lien on the Property described in this Application and Petition for Special Assessments in accordance with MinnPACE, administered by the Saint Paul Port Authority, acknowledges that it has reviewed the Applicant's completed MinnPACE Program Special Assessments Application and Petition Agreement, and confirms that the Applicant's receipt of MinnPACE financing and petition for assessment in connection therewith, and the imposition of, and any assignment of, MinnPACE will not constitute a default under Lender's mortgage.

Lender/Institution Name:_____

By:_____
(Signature)

Name (print):_____

Title:_____

Date:_____