

PETITION AND WAIVER AGREEMENT

THIS PETITION AND WAIVER AGREEMENT (the "Agreement") is made this _____ day of _____, 2025, by and between the city of Mankato, a Minnesota municipal corporation (the "City"), and Michel Family Rev Living Trust (the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in Mankato and legally described on Exhibit A attached hereto, (the "Property"); and

WHEREAS, the Owner plans to eventually subdivide the Property into multiple building sites; and

WHEREAS, the City intends to construct its Germania Park Phase 5 Capital Improvement Project (City Project No. 11114) on 8th Avenue adjacent to the Property (the "Improvement Project"); and

WHEREAS, the Owner has requested that the City, in conjunction with the Improvement Project, provide sanitary sewer and water service lines for the benefit of the Property consisting of a total of 4 water and 4 sanitary sewer services (the "S&W Project"); and

WHEREAS, the City is willing to construct the S&W Project and to specially assess the Property for the same without notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable special assessment as it relates to the Property to finance the cost of the S&W Project; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the S&W Project without such notices and hearings and is doing so solely at the behest of the Owner and for the benefit of the Property.

NOW, THEREFORE, ON THE BASIS OF THE COVENANTS AND OBLIGATIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Owner represents and warrants it is the fee owner of the Property, that it has full legal power and authority to encumber the Property as herein provided, that in doing so it is not in violation of the terms or conditions of any instrument or agreement of any nature to which it is bound or which relates in any manner to the Property and that there are no other liens or encumbrances against the Property except those of record as of this date.
2. Pursuant to the terms and conditions of this Agreement, the Owner hereby petitions the City for construction of the S&W Project which shall consist generally of the construction of sanitary sewer and water service lines to serve new lots intended to be subdivided and developed from the Property.
3. The Owner consents to the City levying a special assessment for the S&W Project against the Property in accordance with Minnesota Statutes, section 429.061. The principal amount of the special assessment shall not exceed the actual final cost to the City of the S&W Project. The cost of the S&W Project is estimated to be \$29,969.30 based on the cost estimates shown in Exhibit B attached hereto, plus the cost of any change orders or other adjustments needed to construct the improvements. Any change in the cost of the S&W Project resulting from change orders or other adjustments will be included in the special assessment levied against the Property and are in addition to the above estimate.
4. The Owner waives notice of hearing and hearing pursuant to Minnesota Statutes, section 429.031, on the S&W Project and notice of hearing and hearing on the special assessment levied to finance the S&W Project pursuant to Minnesota Statutes, section 429.061 and specifically requests that the S&W Project be constructed and the special assessment be levied against the Property as provided for herein without notice of hearings or hearings.
5. The Owner waives the right to appeal the levy of special assessment in accordance with this Agreement pursuant to Minnesota Statutes, section 429.081 and further specifically agrees with respect to such special assessment against the Property that:
 - a. With the exception of the requirement to bid the S&W Project competitively, all requirements of Minnesota Statutes, Chapter 429 with which the City does not comply are hereby waived by the Owner; and
 - b. The increase in fair market value of the Property resulting from construction of the S&W Project will be at least equal to the amount of the special assessment levied against the Property and that such increase in fair market value is a special benefit to the Property.
6. The special assessment levied against the Property shall be payable over such period as the City may determine, but not less than 10 years, and shall bear interest at a rate determined by the City, but not more than 4.5 percent. The first installment of principal and interest shall be included in the first tax rolls completed after adoption of the resolution levying the special assessment.

7. The Owner agrees to take no action which would cause the Property to be eligible for deferral of the special assessments. Any such action by or on behalf of the Owner shall be an Event of Default under this Agreement and shall cause the special assessments to be due and payable immediately.
8. The covenants, waivers and agreements contained in this Agreement shall bind the Owner and its successors and assigns and shall run with the Property. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Blue Earth County, Minnesota. The Owner and the City agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.
9. The special assessments will initially be assessed against parcel. Following recording of a final plat of the Property, the City will, upon request by the Owner or the then-fee owner, reapportion the special assessments previously levied against the Property but not yet paid among the newly created lots. The City's decisions regarding the initial apportionment of the special assessments among the parcels comprising the Property and regarding reapportionment of the special assessment upon subdivision of the Property will be made based upon the City's reasonable determination that such apportionment or reapportionment will not materially impair the City's ability to collect the special assessments and, in the case of any reapportionment, will be done in compliance with the provisions of Minnesota Statutes, section 429.071, subd. 3.
10. Any notice required to be given under this Agreement shall be deemed given if delivered personally or sent by United States mail, postage prepaid, certified and return receipt requested:

a) as to Owner: Michel Family Rev Living Trust
3105 SW Court Avenue
Ankeny, IA 52023
Attn: Dan Michel

b) as to City: City of Mankato
Intergovernmental Center
10 Civic center Plaza
Mankato, MN 56001
Attn: Susan Arntz

c) with a copy to: Kennedy & Graven, Chartered
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
Attn: Pamela J. F. Whitmore

or at such other address as either party or its successor in interest may from time to time notify the other in writing in accordance with this paragraph.

11. This Agreement shall terminate upon the final payment of all special assessments levied against the Property for the S&W Project. The City agrees to execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder upon receipt of such final payment.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

MICHEL FAMILY REV LIVING TRUST

By: Daniel Michel
Its: Trustee

STATE OF MINNESOTA)
) ss
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this 8 day of September 2025 by Daniel Michel, the Trustee of Michel Family Rev Living Trust.

Jessica McLain
Notary Public



CITY OF MANKATO

By: _____
_____, Mayor

By: _____
_____, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the mayor of the city of Mankato, a municipal corporation under the laws of the state of Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the city clerk of the city of Mankato, a municipal corporation under the laws of the state of Minnesota, on behalf of the City.

Notary Public

THIS DOCUMENT DRAFTED BY:
Kennedy & Graven, Chartered
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
PETITION AND WAIVER AGREEMENT**

Legal Description

The Property subject to the foregoing Petition and Waiver Agreement is located in Blue Earth County, Minnesota, and is legally described as follows:

Parcel 1:

Lots 7 through 10, Block 23, Germania Park Addition

Pin # R01.09.06.185.001

EXHIBIT B TO PETITION AND WAIVER AGREEMENT

Estimated Costs of S&W Project

11114 - Germania Park - Phase 5 City of Mankato Additional Sanitary and Water Services to 2131 8th Avenue 8/7/2025 K:\PROJECTS\City of Mankato Projects\11114 - Germania Park Phase 5\Administration\5 - Construction Administration\2025-08-07_Cost for Additional Services.xlsx\11						
Item No.	MnDOT Spec	Description	Unit	Estimated Quantity	Holtmeier Construction, Inc.	
					Bid Unit Price (Alt)	Amount
1	2503.602	8" X 4" PVC WYE, CLASS 160 PRESSURE RATED	EA	4	\$1,246.55	\$4,986.20
2	2503.603	4" PVC SANITARY SERVICE PIPE, SDR 26	LF	132	\$55.15	\$7,279.80
3	2504.602	1" CORPORATION STOP	EA	4	\$788.85	\$3,155.40
4	2504.602	1" CURB STOP & BOX	EA	4	\$861.15	\$3,444.60
5	2504.603	1" TYPE PE PIPE	LF	132	\$52.80	\$6,969.60
		TOTAL				\$25,835.60
					Bid Price	\$25,835.60
					Engineering (10%)	\$2,583.56
					Administrative (6%)	\$1,550.14
					Total Estimated Assessment	\$29,969.30