



# Wendland Sellers Law Office

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REPLY TO BLUE EARTH OFFICE

June 21, 2022

Ms. Kelly Hotovek  
Brown County Auditor/Treasurer  
14 State St.  
P.O. Box 115  
New Ulm, MN 56073-0115

RE: Improvement Petition for Brown-Redwood County Judicial Ditch No. 5  
Our File No.:

Dear Ms. Hotovek:

Our office represents petitioners for the proposed improvement to Brown-Redwood County Judicial Ditch No. 5 ("J.D. 5" or "the system"). Pursuant to Minn. Stat. §103E.202, enclosed please find the following for filing:

1. Petition for Improvement of Brown-Redwood County Judicial Ditch No. 5 ("Petition");
2. A Map referred to and incorporated as "Exhibit A" depicting the starting point and general course and terminus of the proposed improvement project which adequately satisfies the requirement under Minn. Stat. §103E.215, Subd. 4(c)(3);
3. Signature Page of Jason J. & Ann K. Schultz;
4. Signature Page of Jerald W. Schultz Revocable Trust & Victoria L. Schultz Revocable Trust;
5. Signature page of Ralph G. Petersen Trust;
6. Signature Page of Ronnie M. & Suzanne J. Trebesch; and
7. Corporate Surety Bond ("Bond") in the face amount of \$50,000.00 payable to the Drainage Authority of Brown-Redwood County Judicial Ditch No. 5.

All information used to determine the delineation of the watershed boundary for J.D. 5, as depicted on Exhibit A, were obtained from I-S Group engineers ("ISG") using the Surface Water Hydrology Atlas from Minnesota State University-Mankato, current Geographical Information Systems software, Lidar Contour Lines, ArcGIS, and original tile maps received from Brown and Redwood Counties and landowners.

\* Qualified Neutral under Rule 114 of Minnesota General Rules of Practice

REAL ESTATE ▪ PROBATE ▪ ESTATE PLANNING ▪ CIVIL LITIGATION ▪ DEFENSE OF PUBLIC ENTITIES ▪ EMPLOYMENT  
▪ PRIVATE/PUBLIC DRAINAGE ▪ PERSONAL INJURY ▪ CORPORATE/BUSINESS ▪ CONTRACTS ▪ FAMILY LAW

Exhibit A depicts "Tracts" which indicate the number of owners of 40-acre tracts or government lots within the watershed, the boundary of which was also provided by ISG using the ArcGIS software. ArcGIS is a geographic information system that provides the infrastructure for making and working with maps and geographic information by compiling geographic data and analyzing mapped information. The parcel data is provided by Brown and Redwood Counties, and, based on the section information (also provided by the Counties), the parcel areas are "split" to identify the 40 acre "Tracts", and another software program is used to calculate the parcel area for each "Tract" within the information developed by the ArcGIS. Additionally, I personally cross-referenced the landowner information with the information available through the Brown and Redwood Counties' GIS website and/or using the online Beacon software.

Pursuant to Minn. Stat. §103E.215, Subd. 4(a), a petition is considered to be adequate if it is signed by: (1) at least 26% of the owners of the property affected by the proposed improvements; OR (2) at least 26% of the owners of the property that the proposed improvement passes over; OR (3) the owners of at least 26% of the property area affected by the proposed improvement; OR (4) the owners of at least 26% of the property area that the proposed improvement passes over.

With respect to the adequacy of this Petition as it relates to satisfying the requirements of Minn. Stat. §103E.215, Subd. 4(a), I will address each sub-section of this particular statute.

- (1) at least 26 percent of the owners of the property affected by the proposed improvement:

There are a total of 23 owners affected by the proposed improvement benefited or damaged by the project. I have submitted a petition which includes a total of 4 owners (17.39%) of property affected by the proposed improvement.

- (2) at least 26 percent of the owners of property that the proposed improvement passes over:

There are a total of 8 owners of property that is bordered by, touched by, or is underneath the path of the proposed drainage project. I have submitted a petition which includes a total of 1 owner (12.50 %) of property the proposed improvement "passes over".

- (3) the owners of at least 26 percent of the property area affected by the proposed improvement; or

The Brown-Redwood County Judicial Ditch No. 5 drainage system benefits a total property area consisting of approximately 1,184.00 acres. I have submitted a petition which includes a total of 4 owners owning a total of approximately 372.85 acres (31.49%) of the property area affected by the proposed improvement.

- (4) the owners of at least 26 percent of the property area that the proposed improvement passes over.

The proposed improvement drainage project borders, touches, or is underneath the path of a total property area consisting of approximately 412.47 acres. I have submitted a petition which includes a total of 1 owner owning a total of approximately 80.43 acres (19.50%) of the property area that the proposed improvement passes over.

Therefore, I believe the petition satisfies the requirements of Minn. Stat. §103E.215, Subd. 3 by containing signatures the owners of at least 26 percent of the property area affected by the proposed improvement.

I have also enclosed two spreadsheets which details the information provided above. After you have had an adequate opportunity to review and verify the information provided, I would request that this Petition be presented to the Brown-Redwood County Joint Board of Commissioners acting as Drainage Authority for County Judicial Ditch No. 5.

Chuck Brandel, civil engineer with ISG, has been involved with this proposed improvement project from the initial stages. At the request of the Petitioners, Mr. Brandel provided the preliminary review and feasibility study to landowners for their review and consideration, and that information was used by Petitioners to assist them with their decision to move forward with this Petition. As such, for the sake of convenience and expense, the Petitioners would request that Mr. Brandel and ISG be appointed as engineers for the proposed improvement project.

Please note that the Petitioners are in the process of obtaining a Corporate Surety Bond in the face amount of \$50,000.00, and once our office receives that bond, we will forward it to your office immediately. The Corporate Surety Bond will provide adequate surety and be conditioned to pay all the costs incurred if the proceedings are dismissed or a contract is not awarded to construct the drainage system proposed in the Petition. The Petitioners intend for the Corporate Surety to replace the initial cash bond, and would respectfully request that amount be reimbursed to the Petitioners once the Corporate Surety Bond is submitted.

Please contact me at your earliest convenience if you have further questions, require further information, or believe there are issues that need to be addressed prior to acceptance of the Petition. Thank you in advance for your consideration and prompt attention with this matter.

Sincerely yours,

WENDLAND SELLERS LAW OFFICE

A handwritten signature in black ink that reads "Bruce E. Sellers". The signature is written in a cursive, flowing style.

Bruce E. Sellers  
FOR THE FIRM

**PETITION FOR AN IMPROVEMENT OF  
BROWN-REDWOOD COUNTY JUDICIAL DITCH NO. 5**

TO THE BROWN-REDWOOD COUNTY JOINT BOARD OF COMMISSIONERS  
ACTING AS DRAINAGE AUTHORITY IN RELATION TO BROWN-REDWOOD  
COUNTY JUDICIAL DITCH NO. 5 ("DRAINAGE AUTHORITY")

The Petitioners herein respectfully represent:

WHEREAS, this Petition relates to the existing Mainline ("Mainline") and Mainline West ("Mainline West") subsurface drain tile of Brown-Redwood County Judicial Ditch No. 5 ("the existing system"); and

WHEREAS, said existing system is situated in Sections 19, 30, and 31 of Prairieville Township in Brown County and Sections 24, 25, 26, and 36 of Brookville Township in Redwood County; and

WHEREAS, the existing system has insufficient capacity or requires enlarging to furnish sufficient capacity or a better outlet; and

WHEREAS, it is the Petitioners' intention to improve the existing system by replacing and enlarging the existing Mainline and Mainline West subsurface tile in order to improve and increase the overall drainage capacity of the system, including public (i.e., Branches and Laterals) and private subsurface drainage tile ("proposed Improvement Project"); and

WHEREAS, the general course and terminus of the proposed Improvement Project for the existing system is depicted on Exhibit A which is attached hereto for reference; and

WHEREAS, Petitioner asserts that the proposed Improvement Project will benefit and be useful to the public and will promote the public health; and

WHEREAS, Petitioner requests that the engineer be specifically ordered to determine and offer alternative proposals for the consideration of the Drainage Authority which relate to the improvement of the drain capacity of existing Mainline and Mainline West, Branches, and Laterals that the engineer deems feasible, if any, including re-routing or any alternative outlets, if any; and

WHEREAS, pursuant to Minn. Stat. §103E.215, subd. 6, Petitioners requests that separable maintenance be used for those locations where the existing tiles are being replaced with new tile. Petitioners further request that the engineer be ordered to determine a proportionate share of life span based on the existing condition versus the designed capacity of the open ditch and tile; and

WHEREAS, Petitioners recommend that the separable maintenance to be paid by the entire system is that percentage of the in-place tile whose life span capacity has been used and that the improvement pay for that percentage of the tile, life span, or capacity that still is in repair. The Petitioners, as landowners, request that a percentage be paid as separable maintenance by the entire system, and a percentage be paid for by the improvement benefits as determined by the engineer and viewers; and

WHEREAS, the property area location, property identification, total affected (i.e., benefited) acres, and the names, and addresses of owners of the 40-acre tracts the proposed Improvement affects and passes over, as depicted on the attached Exhibit A, are as follows:

Tract 1 Owner/Address:	Norman Meinert Trust 2101 S. Meridian Rd. #232 Apache Junction, AZ 85120
Tract 2 Owner/Address:	Andy Fromm 24262 340th Ave. Sleepy Eye, MN 56085
Tract 2 Owner/Address:	Patricia J. Nelson 29262 County Rd. 27 Sleepy Eye, MN 56085
Tract 3 Owner/Address:	OMITTED
Tract 4 Owner/Address:	OMITTED
Tract 5 Owner/Address:	Norman Meinert Trust 2101 S. Meridian Rd. #232 Apache Junction, AZ 85120
Tract 6 Owner/Address:	Norman Meinert Trust 2101 S. Meridian Rd. #232 Apache Junction, AZ 85120

Tract 7  
Owner/Address: Deanna M. Nelson  
32491 250th St. SE  
Sleepy Eye, MN 56085

Tract 8  
Owner/Address: Patricia J. Nelson  
29262 County Rd. 27  
Sleepy Eye, MN 56085

Tract 9  
Owner/Address: Ralph G. Petersen Trust  
18338 Co. Hwy 2  
Sleepy Eye, MN 56085

Tract 9  
Owner/Address: Dorothy Jacobson, et al.  
1100 First Ave. Room #208  
Sleepy Eye, MN 56085

Tract 10  
Owner/Address: Hazel Meinert, et al.  
c/o Corey Meinert  
1437 Oak St.  
New Ulm, MN 56073-1575

Tract 11  
Owner/Address: Ronnie M. & Suzanne J. Trebesch  
45714 180th St.  
Sleepy Eye, MN 56085

Tract 12\*  
Owner/Address: Hazel Meinert, et al.  
c/o Corey Meinert  
1437 Oak St.  
New Ulm, MN 56073-1575

Tract 13\*  
Owner/Address: Jerald W. Schultz Revocable Trust, et al.  
c/o Jerald W. & Victoria L. Schultz  
45293 170th St.  
Springfield, MN 56087

Tract 14 Owner/Address:	Charles M. Nelson 29262 County Rd. 27 Sleepy Eye, MN 56085
Tract 14* Owner/Address:	Jerald W. Schultz Revocable Trust, et al. c/o Jerald W. & Victoria L. Schultz 45293 170th St. Springfield, MN 56087
Tract 15 Owner/Address:	OMITTED
Tract 16 Owner/Address:	OMITTED
Tract 17 Owner/Address:	June M. Kallevig 7212 E. Cottonwood St. #16 Springfield, MN 56087
Tract 18 Owner/Address:	June M. Kallevig 7212 E. Cottonwood St. #16 Springfield, MN 56087
Tract 18 Owner/Address:	Christopher R. Sellner 17632 Terrace Ave. Sleepy Eye, MN 56085
Tract in 18 Owner/Address:	David M. & Kelli Jo Jensen 30878 Co. Rd. 20 Comfrey, MN 56019
Tract 19* Owner/Address:	June M. Kallevig 7212 E. Cottonwood St. #16 Springfield, MN 56087

Tract 19* Owner/Address:	Christopher R. Sellner 17632 Terrace Ave. Sleepy Eye, MN 56085
Tract in 19* Owner/Address:	David M. & Kelli Jo Jensen 30878 Co. Rd. 20 Comfrey, MN 56019
Tract 20 Owner/Address:	Jerald W. Schultz Revocable Trust, et al. c/o Jerald W. & Victoria L. Schultz 45293 170th St. Springfield, MN 56087
Tract 20 Owner/Address:	Robert Braun 23290 340th Ave. Sleepy Eye, MN 56085
Tract 21* Owner/Address:	Jerald W. Schultz Revocable Trust, et al. c/o Jerald W. & Victoria L. Schultz 45293 170th St. Springfield, MN 56087
Tract 21 Owner/Address:	Charles M. Nelson 29262 County Rd. 27 Sleepy Eye, MN 56085
Tract 21* Owner/Address:	Robert Braun 23290 340th Ave. Sleepy Eye, MN 56085
Tract 22 Owner/Address:	Patricia J. Nelson 29262 County Rd. 27 Sleepy Eye, MN 56085



Tract 23  
Owner/Address: Patricia J. Nelson  
29262 County Rd. 27  
Sleepy Eye, MN 56085

Tract 24  
Owner/Address: Philip H. & Jeanette Jensen  
316 Riverside Dr.  
Springfield, MN 56087

Tract 25  
Owner/Address: Jerald W. Schultz Revocable Trust, et al.  
c/o Jerald W. & Victoria L. Schultz  
45293 170th St.  
Springfield, MN 56087

Tract 25  
Owner/Address: Dale C. Jensen  
P.O. Box 2508  
Livermore, CA 94551

Tract 26  
Owner/Address: Tamara Kieper  
39049 Pleasant View Dr.  
Springfield, MN 56087

Tract 27\*  
Owner/Address: Robert Braun  
23290 340th Ave.  
Sleepy Eye, MN 56085

Tract 28\*  
Owner/Address: Chris A. & Sally A. Richert  
33623 230th St.  
Sleepy Eye, MN 56085

Tract 29  
Owner/Address: Patricia J. Nelson  
29262 County Rd. 27  
Sleepy Eye, MN 56085

Tract 30 Owner/Address:	Philip H. & Jeanette Jensen 316 Riverside Dr. Springfield, MN 56087
Tract 31 Owner/Address:	Dale C. Jensen P.O. Box 2508 Livermore, CA 94551
Tract 31 Owner/Address:	Jerald W. Schultz Revocable Trust, et al. c/o Jerald W. & Victoria L. Schultz 45293 170th St. Springfield, MN 56087
Tract 32 Owner/Address:	Tamara Kieper 39049 Pleasant View Dr. Springfield, MN 56087
Tract 33* Owner/Address:	Robert Braun 23290 340th Ave. Sleepy Eye, MN 56085
Tract 34 Owner/Address:	Chris A. & Sally A. Richert 33623 230th St. Sleepy Eye, MN 56085
Tract 34 Owner/Address:	Faye C. Ditz 33604 230th St. Sleepy Eye, MN 56085
Tract 35 Owner/Address:	Patricia J. Nelson 29262 County Rd. 27 Sleepy Eye, MN 56085

Tract 36  
Owner/Address: Joseph & Judy Schwartz  
22181 Co. Rd. 8  
Sleepy Eye, MN 56085

Tract 37  
Owner/Address: Jerald W. Schultz Revocable Trust, et al.  
c/o Jerald W. & Victoria L. Schultz  
45293 170th St.  
Springfield, MN 56087

Tract 38  
Owner/Address: Jerald W. Schultz Revocable Trust, et al.  
c/o Jerald W. & Victoria L. Schultz  
45293 170th St.  
Springfield, MN 56087

Tract 38  
Owner/Address: Jason J. & Ann K. Schultz  
45714 170th St.  
Sleepy Eye, MN 56085

Tract 39  
Owner/Address: Jerald W. Schultz Revocable Trust, et al.  
c/o Jerald W. & Victoria L. Schultz  
45293 170th St.  
Springfield, MN 56087

Tract 40\*  
Owner/Address: Chris A. & Sally A. Richert  
33623 230th St.  
Sleepy Eye, MN 56085

Tract 41  
Owner/Address: Chris A. & Sally A. Richert  
33623 230th St.  
Sleepy Eye, MN 56085

Tract 42  
Owner/Address: OMITTED

Tract 43  
Owner/Address: Jon S. & Andrea Meyer  
45379 160th St.  
Springfield, MN 56087

Tract 44  
Owner/Address: Jason J. & Ann K. Schultz  
45714 170th St.  
Sleepy Eye, MN 56085

Tract 44  
Owner/Address: Jerald W. Schultz Revocable Trust, et al.  
c/o Jerald W. & Victoria L. Schultz  
45293 170th St.  
Springfield, MN 56087

Tract 45  
Owner/Address: Jason J. & Ann K. Schultz  
45714 170th St.  
Sleepy Eye, MN 56085

Tract 45  
Owner/Address: Jerald W. Schultz Revocable Trust, et al.  
c/o Jerald W. & Victoria L. Schultz  
45293 170th St.  
Springfield, MN 56087

Tract 46\*  
Owner/Address: Chris A. & Sally A. Richert  
33623 230th St.  
Sleepy Eye, MN 56085

Tract 47  
Owner/Address: Chris A. & Sally A. Richert  
33623 230th St.  
Sleepy Eye, MN 56085

Tract 48\*  
Owner/Address: Jon S. & Andrea Meyer  
45379 160th St.  
Springfield, MN 56087

Tract 49*	
Owner/Address:	Jon S. & Andrea Meyer 45379 160th St. Springfield, MN 56087

Tract 49*	
Owner/Address:	Joan M. Richert, et al. 211 Jackson Ave. N. Springfield, MN 56087

Tract 50	
Owner/Address:	Joan M. Richert, et al. 211 Jackson Ave. N. Springfield, MN 56087

Tract 51*	
Owner/Address:	Jon S. & Andrea Meyer 45379 160th St. Springfield, MN 56087

Tract 52	
Owner/Address:	Joan M. Richert, et al. 211 Jackson Ave. N. Springfield, MN 56087

WHEREAS, this Petition is signed by: (1) at least 26% of the owners of the property affected by the proposed improvements; (2) at least 26% of the owners of the property that the proposed improvement passes over; (3) the owners of at least 26% of the property area affected by the proposed improvement; or (4) the owners of at least 26% of the property area that the proposed improvement passes over; and

WHEREAS, Petitioners provide herewith a corporate surety bond in the face amount of \$50,000 payable to the Drainage Authority of Brown-Redwood County Judicial Ditch No. 5, acting as the Drainage Authority for Brown-Redwood County Judicial Ditch No. 5, said bond conditioned to pay the costs incurred if the proceeding are dismissed or a contract is not awarded to allow the costs incurred to exceed the amount of the bond and that they will cause additional bond to be filed if it appears that the costs exceed the amount of the bond; and

WHEREAS, Petitioners have been informed and understands that they may not withdraw as a Petitioner at any time after this Petition is accepted by the Drainage Authority. Petitioners further acknowledge that if the proposed Improvement Project is dismissed or a contract is not awarded that it is liable to the Drainage Authority for all of the costs incurred including engineering, legal and miscellaneous fees and expenses in relation to this Petition as outlined under Minnesota Statutes 103E; and

WIIEREAS, this Petition may be signed in counterparts.

NOW THEREFORE, we, as Petitioners, ask the Brown County Auditor for the formation and appointment of members of the Brown and Redwood Joint County Board of Commissioners, to act together as the drainage authority to oversee this improvement project proceeding, and, after formation, to present this Petition to the drainage authority for acceptance (after examination by its legal counsel), and, to further appoint Chuck Brandel, I+S Group, or, in the alternative, another engineer skilled in drainage matters to examine the proposed work.



Bruce E. Sellers  
Attorney for Petitioners  
Wendland Sellers Law Office  
825 East Second St.  
P.O. Box 247  
Blue Earth, MN 56013  
507-526-2196

This petition is prepared by:  
Bruce E. Sellers, Attorney at Law  
Wendland Sellers Law Office  
825 East Second St.  
P.O. Box 247  
Blue Earth, MN 56013  
507-526-2196

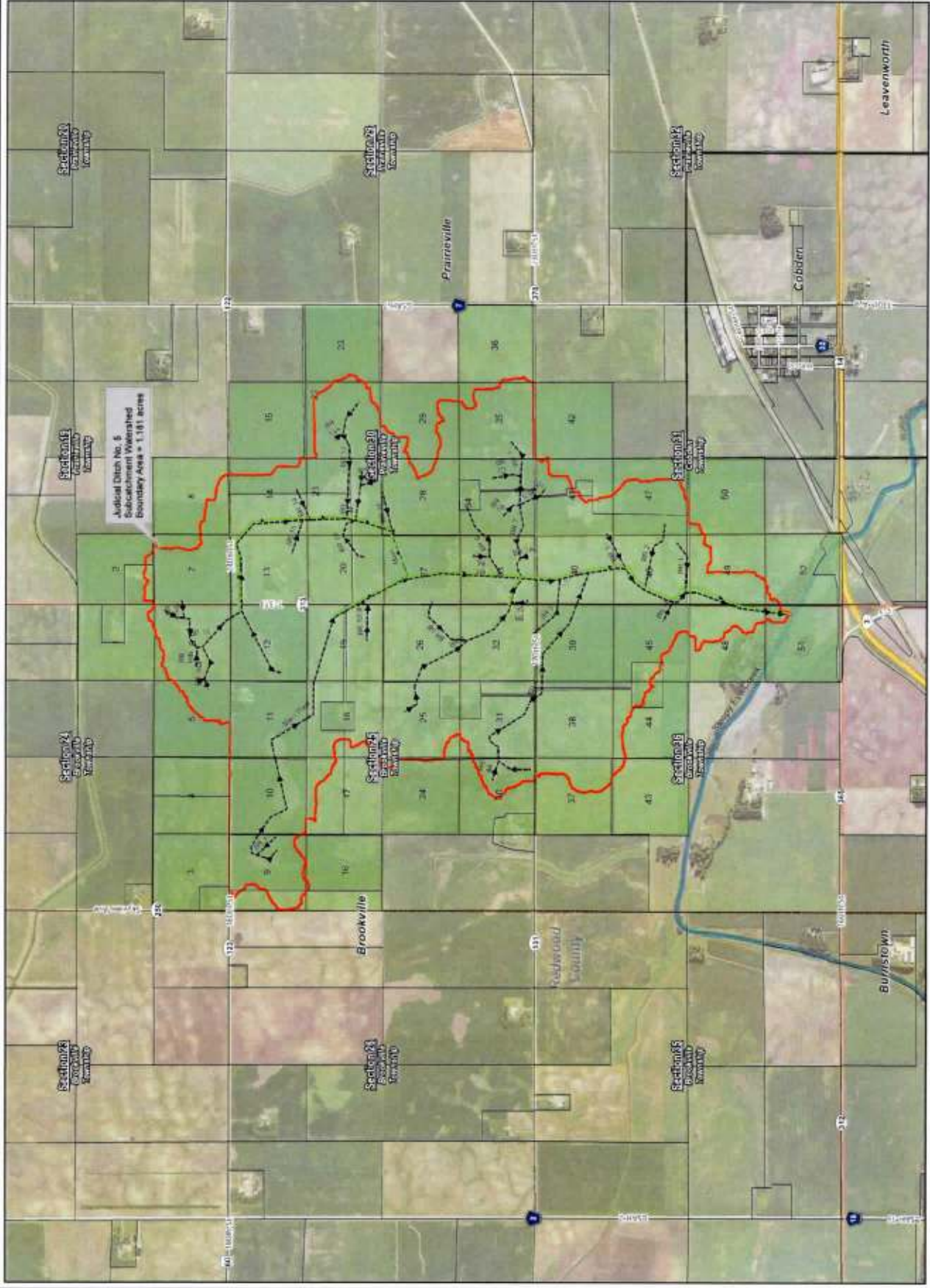


**Exhibit A**  
**Judicial Ditch No. 5**  
 Brown and Redwood  
 Counties, Minnesota  
 Friday, June 17, 2022

**Legend**

- Proposed Tile Alignment
- Parcels
- JD 5 Tile
- JD5 Watershed
- 40's
- Sleepy Eye Creek

ENL 152338  
 SCALE  
 Prepared by: [Name]  
 Project: [Name]  
 Date: [Date]



Judicial Ditch No. 5  
 Subcatchment Watershed  
 Boundary Area = 1,161 acres

**SIGNATURE PAGE FOR PROPOSED IMPROVEMENT PROJECT  
TO BROWN-REDWOOD COUNTY JUDICIAL DITCH NO. 5**

**Printed or Typed Name of Petitioner(s):** Jason J. & Ann K. Schultz

**Ownership** (check one)

- Individual or Married.
- Partner. Name of Partnership \_\_\_\_\_
- Co-owner. How many \_\_\_\_\_
- Business Organization. Type of Business \_\_\_\_\_
- Trust. Name of Trust \_\_\_\_\_  
How many trustees \_\_\_\_\_
- Other. \_\_\_\_\_

TRACT DESCRIPTION	ACRES "PASSED" OVER	ACRES AFFECTED
TRACT 38	0.00	1.06
TRACT 44	0.00	2.67
TRACT 45	0.00	3.21

**ACKNOWLEDGMENT:** I understand and acknowledge that any person that knowingly signs a petition more than once, signs a name other than his or her own, signs when not qualified, or sets opposite his or her signature on a petition, a date other than the actual date of the signature was affixed, is violating the provisions of Minnesota law. Therefore, by signing this petition, I acknowledge that I have read the foregoing petition and understand the terms and requirements therein, and I further represent that I am a record property owner of real property of the referenced lot indicated above which lies within the proposed Brown-Redwood County Judicial Ditch No. 5 public drainage system, that I am qualified to sign said petition, that I have submitted only one signature page in support of this petition and on the date indicated above, and that I authorize this signature page to be incorporated in said petition.

JS Signature Owner Title

9-24-2021 Date

Ann Schultz Signature owner Title

9-24-2021 Date



**SIGNATURE PAGE FOR PROPOSED IMPROVEMENT PROJECT  
TO BROWN-REDWOOD COUNTY JUDICIAL DITCH NO. 5**

**Printed or Typed Name of Petitioner(s):** Jerald W. Schultz Revocable Trust and  
Victoria L. Schultz Revocable Trusts

**Ownership** (check one)

- Individual or Married.
- Partner. Name of Partnership \_\_\_\_\_
- Co-owner. How many \_\_\_\_\_
- Business Organization. Type of Business Schultz
- Trust. Name of Trust Jerald and Victoria Trust
- How many trustees 2
- Other. \_\_\_\_\_

TRACT DESCRIPTION	ACRES "PASSED" OVER	ACRES AFFECTED
TRACT 13	37.07	37.22
TRACT 14	27.13	26.98
TRACT 20	0.00	22.56
TRACT 21	16.23	16.23
TRACT 25	0.00	33.58
TRACT 31	0.00	32.32
TRACT 37	0.00	12.89
TRACT 38	0.00	40.05
TRACT 39	0.00	41.13

TRACT 44	0.00	7.60
TRACT 45	0.00	27.94

**ACKNOWLEDGMENT:** I understand and acknowledge that any person that knowingly signs a petition more than once, signs a name other than his or her own, signs when not qualified, or sets opposite his or her signature on a petition, a date other than the actual date of the signature was affixed, is violating the provisions of Minnesota law. Therefore, by signing this petition, I acknowledge that I have read the foregoing petition and understand the terms and requirements therein, and I further represent that I am a record property owner of real property of the referenced lot indicated above which lies within the proposed Brown-Redwood County Judicial Ditch No. 5 public drainage system, that I am qualified to sign said petition, that I have submitted only one signature page in support of this petition and on the date indicated above, and that I authorize this signature page to be incorporated in said petition.

Jerald W. Schultz  
 Signature Title

12-15-21  
 Date

Halima L. Schultz  
 Signature Title

12-15-21  
 Date

\_\_\_\_\_  
 Signature Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature Title

\_\_\_\_\_  
 Date

**SIGNATURE PAGE FOR PROPOSED IMPROVEMENT PROJECT  
TO BROWN-REDWOOD COUNTY JUDICIAL DITCH NO. 5**

**Printed or Typed Name of Petitioner(s):** Ralph G. Petersen Trust

**Ownership (check one)**

- Individual or Married.
- Partner. Name of Partnership \_\_\_\_\_
- Co-owner. How many \_\_\_\_\_
- Business Organization. Type of Business \_\_\_\_\_
- Trust. Name of Trust \_\_\_\_\_
- How many trustees \_\_\_\_\_
- Other. \_\_\_\_\_

TRACT DESCRIPTION	ACRES "PASSED" OVER	ACRES AFFECTED
TRACT 9	0.00	26.78

**ACKNOWLEDGMENT:** I understand and acknowledge that any person that knowingly signs a petition more than once, signs a name other than his or her own, signs when not qualified, or sets opposite his or her signature on a petition, a date other than the actual date of the signature was affixed, is violating the provisions of Minnesota law. Therefore, by signing this petition, I acknowledge that I have read the foregoing petition and understand the terms and requirements therein, and I further represent that I am a record property owner of real property of the referenced lot indicated above which lies within the proposed Brown-Redwood County Judicial Ditch No. 5 public drainage system, that I am qualified to sign said petition, that I have submitted only one signature page in support of this petition and on the date indicated above, and that I authorize this signature page to be incorporated in said petition.

Edna Petersen                      owner                      4-4-2022  
Signature    Title    Date

\_\_\_\_\_  
Signature    Title    Date

**SIGNATURE PAGE FOR PROPOSED IMPROVEMENT PROJECT  
TO BROWN-REDWOOD COUNTY JUDICIAL DITCH NO. 5**

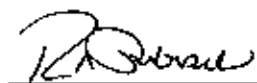
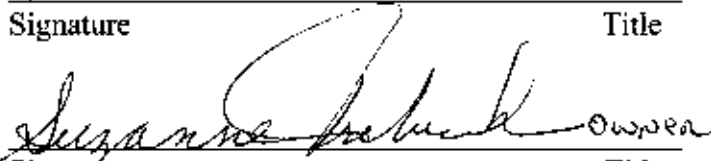
Printed or Typed Name of Petitioner(s): Ronnie M. & Suzanne J. Trebesch

**Ownership (check one)**

- Individual or Married
- Partner. Name of Partnership \_\_\_\_\_
- Co-owner. How many \_\_\_\_\_
- Business Organization. Type of Business \_\_\_\_\_
- Trust. Name of Trust \_\_\_\_\_
- How many trustees \_\_\_\_\_
- Other. \_\_\_\_\_

TRACT DESCRIPTION	ACRES "PASSED" OVER	ACRES AFFECTED
TRACT 11	0.00	40.64

**ACKNOWLEDGMENT:** I understand and acknowledge that any person that knowingly signs a petition more than once, signs a name other than his or her own, signs when not qualified, or sets opposite his or her signature on a petition, a date other than the actual date of the signature was affixed, is violating the provisions of Minnesota law. Therefore, by signing this petition, I acknowledge that I have read the foregoing petition and understand the terms and requirements therein, and I further represent that I am a record property owner of real property of the referenced lot indicated above which lies within the proposed Brown-Redwood County Judicial Ditch No. 5 public drainage system, that I am qualified to sign said petition, that I have submitted only one signature page in support of this petition and on the date indicated above, and that I authorize this signature page to be incorporated in said petition.

	<u>OWNER</u>	<u>8-30-21</u>
Signature	Title	Date
	<u>owner</u>	<u>8-30-21</u>
Signature	Title	Date



Bond No. 66389552

SURETY BOND
Public Official, License or
Permit Bonds and Probate Bonds

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS

That we, Jason and Ann Schultz and Brown-Redwood County Judicial Ditch No. 5 (#1), as Principal, and the Auto-Owners Insurance Company, a corporation organized under the laws of the State of Michigan, and having its principal office at Lansing, Michigan, as Surety, are held and firmly bound unto Drainage Authority of Brown-Redwood County in the penal sum of (\$ 50,000.00 ) Fifty Thousand and 00/100 Dollars,

lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind ourselves, our successors, administrators and assigns, firmly by these presents.

SIGNED, SEALED, and DATED this 3 day of June, 2022 JS

WHEREAS the aforesaid Principal has petitioned to proceed in the matter of the improvements part of the main and its branches of Brown-Redwood County Judicial Ditch 5. Said petition is being addressed before the Board of Commissioners Drainage Authority of Brown-Redwood County pursuant to Minnesota Statutes 103E.215 with respect to a petition for improvement. (#2)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall pay all cost and expenses which may be incurred in case the proceedings herein are dismissed for any reason and no contract is entered into for the construction of such improvement as proposed in the petition. Petitioners covenant they will not allow the costs incurred to exceed the amount of the bond submitted herewith. Being part of a County Ditch the improvement will be a public (#3)

Then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED: That the liability of the Surety shall in no event exceed the penalty of this Bond. the petitioners acknowledge that they have been informed and understand that they may not withdraw as a petitioner at any time once this petition is filed. The petitioners understand that if the proposed drainage proceedings are dismissed each of them is responsible for the payment of all costs incurred. The Surety may terminate this bond at any time by giving thirty (30) days written notice of cancellation to both the Obligee and the Principal.

Jason and Ann Schultz and Brown-Redwood County Judicial Ditch No. 5 (#1) Principal Auto-Owners Surety By Attorney-in-Fact



BOND NUMBER 66389552, Jason and Ann Schultz and Brown-Redwood County  
Judicial Ditch No. 5

#1 landowner/petitioners.

#2 This bond may be automatically renewed for additional terms by Continuation Certificate issued by the Surety.

#3 utility. If a contract is entered into for the construction of such improvement the petitioners acknowledge that they have been informed and understand that they may not withdraw as petitioner at any time once this petition is filed. The petitioners understand that if the proposed drainage proceedings are dismissed each of them is responsible for the payments of all costs incurred. The Surety may terminate this bond at any time by giving thirty (30) as written notice of cancellation to both the Obligee and the Principal.

DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS INSURANCE COMPANY**

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. 66389552

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint CHAD W OSTERMANN

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

Andrea Lindemeyer

Senior Vice President

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th 2025

Sandra M. Jones

Notary Public

STATE OF MICHIGAN }  
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 3rd day of June, 2022.



William F. Woodbury, First Vice President, Secretary and General Counsel

**Auto-Owners**  
INSURANCE

LIFE • HOME • CAR • BUSINESS

Agency: **M & M INSURANCE AGENCY LLC**  
**PO BOX 422**  
**MAPLETON, MN 56065-0422**

**EXECUTION REPORT**  
*(Detach and return with a copy of original bond.)*

Bond Number 66389552

Agency Code: **06-0636-00**  
Agency Phone Number: (507) **524-3810**

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Name of Principal JASON & ANN SCHULTZ & BROWN-REDWOOD COUNTY JUDICIAL DI      Effective Date 06/03/2022  
Mailing Address 45714 170TH ST, SLEEPY EYE, MN 56085-025      Premium Charge \$1,080.00  
Name of Obligor DRAINAGE AUTHORITY OF BROWN-REDWOOD C      Amount of Bond \$50,000.00  
Address of Obligor 14 S STATE ST, NEW ULM, MN 56073-3154      Type of Bond License/Permit

**COMPLETE AND ATTACH ALL PAPERS UNDER THIS REPORT THE SAME DAY THE BOND IS SIGNED**



PIN	TRACT NO.	OWNER	Addressed Property Owners	Addressed Property Owners Shipped	Failed Over Property Owners	Failed Over Property Owners Returned	Total Addressed Property Area	Addressed Property Area Returned	Total Failed Over Property Area	Failed Over Property Area Returned
50-034-4024	1	NOBMAN WELCHER TRUST	1				0.50			
220-019-000-11-000	2	ANAY RAMON	1				2.17			
220-019-000-14-000	3	PATRICIA NELSON	1				0.51			
	4	OMITTED					0.00			
50-034-4026	5	NOBMAN WELCHER TRUST					11.93			
220-019-000-13-000	6	NOBMAN WELCHER TRUST					0.00			
220-019-000-14-800	7	DEANNA NELSON					93.50			
50-034-3002	8	PATRICIA NELSON					31.50			
50-034-3003	9	BALBO-0-PTERONAN TRUST					90.78		26.18	
50-034-3006	9	DOUGHERTY MCGINNIS ET AL					0.00			
50-034-3008	10	HAROLD WILSON ET AL					80.84			
50-034-3009	11	RONALD M & SUEANNE J THRELSON					40.64		40.64	
50-034-3009	11	OMITTED					0.15			
220-019-000-09-000	14	CHARLES W NELSON	1		1	1	87.22	37.22	48.15	0.00
220-019-000-09-000	14	OMITTED					7		37.22	87.22
220-019-000-09-000	15	OMITTED					36.99	26.66	26.96	20.00
	15	OMITTED					0.00			
50-034-4020	17	ISAK M ALLENIC					0.00			
50-034-4020	18	ISAK M ALLENIC					8.11			
50-034-4020	18	ISAK M ALLENIC					6.61			
50-034-4020	18	ISAK M ALLENIC					4.24			
50-034-4020	18	ISAK M ALLENIC					15.53			
50-034-4020	18	ISAK M ALLENIC					1.29		1.29	0.00
220-019-000-04-000	19	OMITTED					13.16		13.16	0.00
220-019-000-04-000	19	OMITTED					18.86		18.86	0.00
220-019-000-04-000	19	OMITTED					22.66		22.66	0.00
220-019-000-04-000	19	OMITTED					14.10		14.10	0.00
220-019-000-04-000	19	OMITTED					14.87		14.87	0.00
220-019-000-04-000	19	OMITTED					16.23		16.23	0.00
220-019-000-04-000	19	OMITTED					12.67		12.67	0.00
220-019-000-04-000	19	OMITTED					30.85		30.85	0.00
220-019-000-04-000	19	OMITTED					0.72		0.72	0.00
220-019-000-04-000	19	OMITTED					4.96		4.96	0.00
220-019-000-04-000	19	OMITTED					46.90		46.90	0.00
220-019-000-04-000	19	OMITTED					96.79		96.79	0.00
220-019-000-04-000	19	OMITTED					11.57		11.57	0.00
220-019-000-04-000	19	OMITTED					8.00		8.00	0.00
220-019-000-04-000	19	OMITTED					82.82		82.82	0.00
220-019-000-04-000	19	OMITTED					99.68		99.68	0.00
220-019-000-04-000	19	OMITTED					34.59		34.59	0.00
220-019-000-04-000	19	OMITTED					0.25		0.25	0.00
220-019-000-04-000	19	OMITTED					12.89		12.89	0.00
220-019-000-04-000	19	OMITTED					1.06		1.06	0.00
220-019-000-04-000	19	OMITTED					2.67		2.67	0.00
220-019-000-04-000	19	OMITTED					7.60		7.60	0.00
220-019-000-04-000	19	OMITTED					3.11		3.11	0.00
220-019-000-04-000	19	OMITTED					27.94		27.94	0.00
220-019-000-04-000	19	OMITTED					27.45		27.45	0.00
220-019-000-04-000	19	OMITTED					14.92		14.92	0.00
220-019-000-04-000	19	OMITTED					22.95		22.95	0.00
220-019-000-04-000	19	OMITTED					1.29		1.29	0.00
220-019-000-04-000	19	OMITTED					2.78		2.78	0.00
220-019-000-04-000	19	OMITTED					0.72		0.72	0.00
	TOTAL		23	17	8	1	1194.00	372.83	412.47	80.43

Example: Trucks and Tractors considered "listed user" are marked in red  
Area of property that the proposed drainage project affects are  
Brown  
\$15.16  
of 13  
Hydroflow