



## ECONOMIC DEVELOPMENT AUTHORITY

Monday, April 22, 2019, 5:15PM

Le Sueur City Hall, 203 South 2nd Street

### Meeting Agenda

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes – March 25, 2019
4. Approval of the Bills
5. New Business
  - 5.1. REV: Ripple Mapping
  - 5.2. First Amendment to Cambria Purchase Agreement
  - 5.3. 169 Farm Lease
6. Adjournment

Next Meeting: **Tuesday, May 28, 2019**

A Regular Meeting of the Le Sueur Economic Development Authority was held on Monday, March 25, 2019 at 5:15pm in the City Council Chambers of the Le Sueur City Hall, 203 South Second Street, Le Sueur, Minnesota. Members present: Ruth Vortherms, Brian Pfarr, Jesse Wenisch, Marvin Sullivan, Shawn Kirby, Melissa Meger and Dan Mahoney. Members absent: None.

**Motion** by Member Sullivan, seconded by Member Pfarr to approve the agenda as written. Voting in favor: Member Vortherms, Pfarr, Wenisch, Sullivan, Kirby, Meger and Mahoney. Voting no: none. Motion carried.

**Motion** by Member Sullivan, seconded by Member Pfarr, approving the minutes of the February 25, 2019 meeting. Voting in favor: Member Vortherms, Pfarr, Wenisch, Sullivan, Kirby, Meger and Mahoney. Voting no: none. Motion carried.

**Motion** by Member Meger, seconded by Member Sullivan, approving the list of bills for March 25, 2019. Voting in favor: Member Vortherms, Pfarr, Wenisch, Sullivan, Kirby, Meger and Mahoney. Voting no: none. Motion carried.

Item 5.1, REV: Resources for Entrepreneurs: Don Macke, Co-Founder of the Center for Rural Entrepreneurship and its Director of Entrepreneurial Communities Solution Area, joined the EDA via Skype and discussed the 2018 Profile and Strategic Consideration documents that were created for Le Sueur and Sibley Counties.

Item 5.2, Acquisition of the King Property: The EDA discussed partnering with INH Development on the acquisition of the King property, PIDs 21.136.7500 and 21.580.0010. A **motion** was made by Member Sullivan, seconded by Member Pfarr, to direct staff to have a purchase agreement drafted for the acquisition of 19 acres from INH Properties for the purchase price of \$476,041.01 plus closing costs. Voting in favor: Member Vortherms, Pfarr, Wenisch, Sullivan, Kirby, Meger and Mahoney. Voting no: none. Motion carried.

Item 5.3, Survey of EDA Owned Land at 169: A **motion** by Member Sullivan, seconded by Member Pfarr, authorizing Bolten and Menk to conduct a boundary survey of the EDA owned land at 169 which is currently under contract with Cambria Real Estate Holdings, LLC. Voting in favor: Member Vortherms, Pfarr, Wenisch, Sullivan, Kirby, Meger and Mahoney. Voting no: none. Motion carried.

A **Motion** by Member Pfarr, seconded by Member Sullivan, to adjourn until April 22, 2019. Voting in favor: Member Vortherms, Pfarr, Wenisch, Sullivan, Kirby, Meger and Mahoney. Voting no: none. Motion carried.

Respectfully submitted,  
Samantha DiMaggio, Community Development Director



City of Le Sueur, MN

# EDA Approval Report for April 22, 2019

By Fund

Post Dates 03/26/2019 - 04/22/2019

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
<b>Fund: 380 - EDA GENERAL FUND</b>					
<b>Department: 46500 - ECONOMIC DEVELOPMENT ASSIST</b>					
380-46500-101	CITY OF LESUEUR	MARCH PAYROLL EXPENSES	INV0008519	380-46500-101	8,326.49
380-46500-121	CITY OF LESUEUR	MARCH PAYROLL EXPENSES	INV0008519	380-46500-121	877.44
380-46500-122	CITY OF LESUEUR	MARCH PAYROLL EXPENSES	INV0008519	380-46500-122	682.38
380-46500-125	CITY OF LESUEUR	MARCH PAYROLL EXPENSES	INV0008519	380-46500-125	159.60
380-46500-131	CITY OF LESUEUR	MARCH PAYROLL EXPENSES	INV0008519	380-46500-131	1,684.89
380-46500-133	CITY OF LESUEUR	MARCH PAYROLL EXPENSES	INV0008519	380-46500-133	31.08
380-46500-437	CARDMEMBER SERVICE	SOUTH CENTRAL BUSINESS	INV0008521	380-46500-437	14.67
380-46500-437	CARDMEMBER SERVICE	QR CODE GENERATOR	INV0008521	380-46500-437	67.58
<b>Department 46500 - ECONOMIC DEVELOPMENT ASSIST Total:</b>					<b>11,844.13</b>
<b>Fund 380 - EDA GENERAL FUND Total:</b>					<b>11,844.13</b>
<b>Grand Total:</b>					<b>11,844.13</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
380 - EDA GENERAL FUND	11,844.13
<b>Grand Total:</b>	<b>11,844.13</b>

### Account Summary

Account Number	Account Name	Payment Amount
380-46500-101	FULL-TIME EMPLOYEES-	8,326.49
380-46500-121	PERA CONTRIBUTIONS	877.44
380-46500-122	FICA CONTRIBUTIONS	682.38
380-46500-125	MEDICARE	159.60
380-46500-131	HEALTH INSURANCE	1,684.89
380-46500-133	LIFE INSURANCE	31.08
380-46500-437	MISCELLANEOUS EXPENSE	82.25
	<b>Grand Total:</b>	<b>11,844.13</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	11,844.13
<b>Grand Total:</b>	<b>11,844.13</b>



ECONOMIC DEVELOPMENT AUTHORITY  
**Item 5.1**

TO: Economic Development Authority  
FROM: Samantha DiMaggio  
SUBJECT: REV – Ripple Mapping  
DATE: Monday, April 22, 2019

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**PURPOSE/ACTION REQUESTED**

Summary of Ripple Mapping Exercise.

**SUMMARY**

Scott Chazdon, Evaluation and Research Specialist for the University of Minnesota Extension Center for Community Vitality, conducted a Ripple Mapping exercise with the EDA and Chamber of Commerce on November 7, 2018. He's now completed a summary of this event for our review.

**RECOMMENDATION**

The EDA should have a discussion about the Ripple Map & Mapping Summary.



**RURAL ENTREPRENEURIAL VENTURE – LESUEUR, MINNESOTA**

**Year 1 Ripple Effect Mapping**

**CORE THEMES**

- Creating a strong and business friendly community
- Connecting entrepreneurs with each other and resources
- Awakening (or re-energizing) the Chamber and services clubs
- Promoting an attitude shift about local businesses

**ANALYSIS BASED ON COMMUNITY CAPITALS**

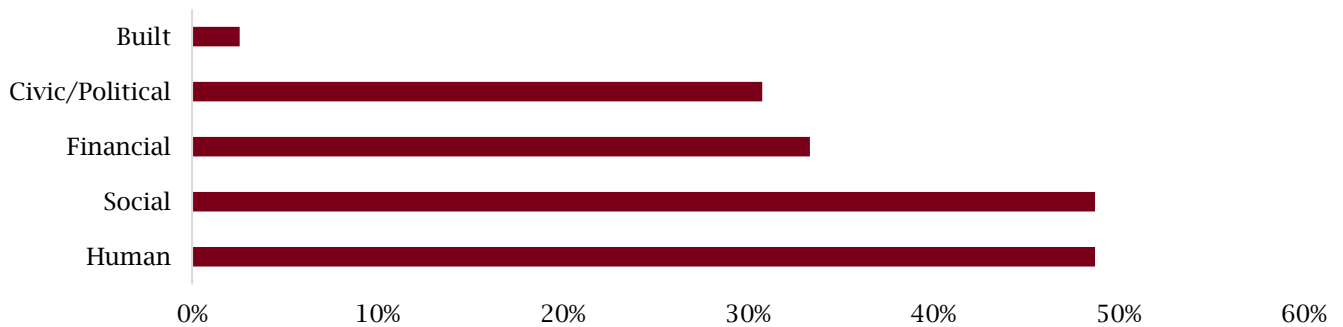
Capital	Definition	% of positive effects (n=39)	Examples
Human	Changes in knowledge, attitudes, or skills among people or organizations.	49%	<i>“Identifying our assets also part of our first networking event, and learning that it is important to build on assets”</i>
Social	Strengthened or expanded trust or connections among people, groups and organizations.	49%	<i>“Networking of entrepreneurs -- getting together and collaborating--both individuals and organizations --people got together in a couple of meetings”</i>
Civic	Increased ability of community to engage the public or influence local decisions.	31%	<i>“City council and other groups in town are really talking about how to help small business. They seem more tolerant for risk taking because they see the benefit of small business. They are also more supportive of the businesses that we do have to help entrepreneurs be more successful”</i>
Financial	Increased private or public wealth coming into the community.	33%	<i>“The team that is in place now is willing to listen and connect the dots -- making sure that funding is in place to work with programs like rev, eda. They are providing matching funds with other programs that support entrepreneurs”</i>
Built	Improvement of structures and infrastructures that contribute to the well-being of community.	3%	<i>“Facade improvement grants that the city has provided”</i>

## CHALLENGES

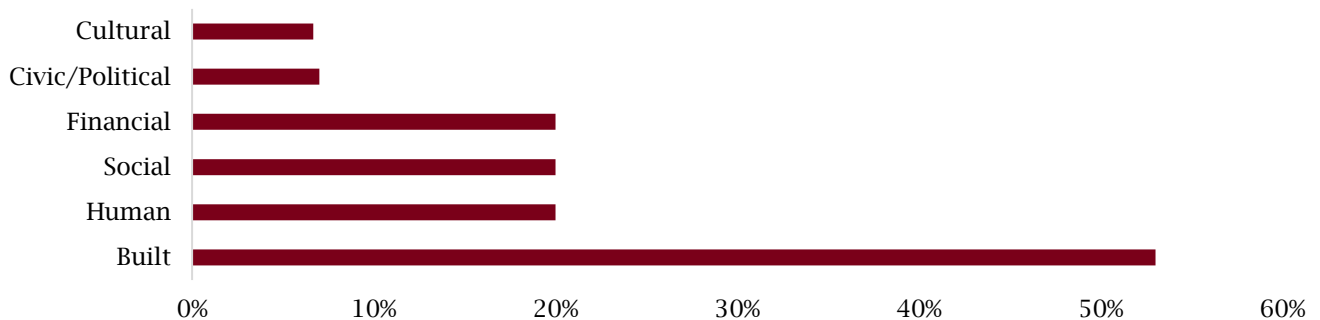
Capital	Definition	% of challenges (n=15)	Examples
Human	Changes in knowledge, attitudes, or skills among people or organizations.	20%	"Turnout is amazing for public service events -- people want to give back to the community -- but difficult to get people to meetings -- same 15-20 people show up for meetings"
Social	Strengthened or expanded trust or connections among people, groups and organizations.	20%	"Entrepreneurs want to be more involved -- want to feel more supported by the community -- want to be more connected to service clubs"
Financial	Increased private or public wealth coming into the community.	20%	"Expense of retail space -- fees and taxes that make it difficult for business owners"
Built	Improvement of structures and infrastructures that contribute to the well-being of community.	53%	"For commercial and small manufacturing, there is really a lack of available space."
Cultural	Strengthened ability of organizations or communities to support, celebrate diverse world views, or transmit cultural or historical knowledge to future generations.	7%	"We offer far less here for entertainment, as compared with the cities. Tens of thousands of dollars leave here every weekend to go to Mankato or the cities for entertainment purposes. "
Civic	Increased ability of community to engage the public or influence local decisions.	7%	"Trying to re-open Main Street, but there is some challenge with other decision makers."

## COMPARING POSITIVE EFFECTS AND CHALLENGES

### Positive Effects of REV in LeSueur



### Challenges of REV in LeSueur





ECONOMIC DEVELOPMENT AUTHORITY  
**Item 5.2**

TO: Economic Development Authority  
FROM: Samantha DiMaggio  
SUBJECT: First Amendment Cambria Purchase Agreement  
DATE: Monday, April 22, 2019

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**PURPOSE/ACTION REQUESTED**

Discussion on the proposed First Amendment to the Cambria Purchase Agreement.

**SUMMARY**

Cambria Holdings, LLC and the EDA entered into a Purchase Agreement which was effective as of January 15, 2019. The Purchase Agreement now needs to be amended due to the title commitment being inaccurate and the need for a survey. The following modifications are being made to the Purchase Agreement:

Section 4.1 of the Agreement originally read as:

Duration and Purpose. Beginning on the Effective Date and continuing for a period of up to one hundred twenty (120) days, as determined by Buyer (the "Due Diligence Period"), Buyer shall have the right to conduct inspections, testing and to take any other actions that Buyer deems necessary to determine, in Buyer's sole discretion, whether the Property is suitable for Buyer's intended ownership, development or other use. Seller shall provide all reasonably requested assistance in this regard to Buyer during the Due Diligence Period.

Section 4.1 of the Agreement is hereby deleted in its entirety and the following Section 4.1 is hereby substituted in lieu thereof:

Duration and Purpose. Beginning on the Amendment Effective Date and continuing for a period of up to one hundred twenty (120) days, as determined by Buyer (the "Due Diligence Period"), Buyer shall have the right to conduct inspections, testing and to take any other actions that Buyer deems necessary to determine, in Buyer's sole discretion, whether the Property is suitable for Buyer's intended ownership, development or other use. Seller shall provide all reasonably requested assistance in this regard to Buyer during the Due Diligence Period."

And

Section 7.2 of the Agreement originally read as:

Title Commitment. Seller shall, within fifteen (15) days following the Effective Date, acquire a commitment from the Title Company for a title insurance policy in the full amount of the Purchase Price for the Property insuring that Buyer shall have good and marketable title to the Real Property, subject to the Permitted Encumbrances (the "Title



Commitment'). Within sixty (60) days of Buyer's receipt of the Title Commitment, Buyer or Buyer's contractors or agents, shall provide written notice (the "Title Notice") to Seller of any defects in the marketability of title to the Real Property identified by Buyer. The Title Commitment shall be deemed accepted by Buyer in the event that Buyer does not provide the Title Notice to Seller within such period of time, or, if Buyer does provide the Title Notice within such period of time and Seller cures all identified defects at least thirty(30) days prior to the Closing Date (the "Title Cure Period"). If Seller fails to cure the identified title defects within the Title Cure Period, or if Seller provides written notice to Buyer that it shall not cure such title defects, then (i) Buyer may terminate this Agreement effective upon written notice to Seller within five (5) days of the earlier of the end of the Title Cure Period or Buyer's receipt of Seller's notice that it shall not cure any such title defects, or (ii) notwithstanding Section 6 above, the parties may agree in writing to move back the Closing Date to provide for additional time to cure such defects. If the Title Commitment is accepted, Seller shall cause to be delivered to Buyer an owner's title insurance policy (the "Title Policy") issued by the Title Company in the full amount of the Purchase Price for the Property insuring that Buyer shall have good and marketable title to the Real Property, subject to the Permitted Encumbrances, which may contain any endorsements specified by Buyer.

Section 7.2 of the Agreement is hereby deleted in its entirety and the following Section 7.2 is hereby substituted in lieu thereof:

Title Commitment. Upon Seller's receipt of an updated Boundary Survey for the Real Property, at Seller's sole cost and expense (the "Survey"), Seller shall acquire an updated commitment from the Title Company for a title insurance policy in the full amount of the Purchase Price for the Property insuring that Buyer shall have good and marketable title to the Real Property, subject to the Permitted Encumbrances (the "Title Commitment"). Within sixty (60) days of Buyer's receipt of the Title Commitment, Buyer or Buyer's contractors or agents, shall provide written notice (the "Title Notice") to Seller of any defects in the marketability of title to the Real Property identified by Buyer. The Title Commitment shall be deemed accepted by Buyer in the event that Buyer does not provide the Title Notice to Seller within such period of time, or, if Buyer does provide the Title Notice within such period of time and Seller cures all identified defects at least thirty (30) days prior to the Closing Date (the "Title Cure Period"). If Seller fails to cure the identified title defects within the Title Cure Period, or if Seller provides written notice to Buyer that it shall not cure such title defects, then (i) Buyer may terminate this Agreement effective upon written notice to Seller within five (5) days of the earlier of the end of the Title Cure Period or Buyer's receipt of Seller's notice that it shall not cure any such title defects, or (ii) notwithstanding Section 6 above, the parties may agree in writing to move back the Closing Date to provide for additional time to cure such defects. If the Title Commitment is accepted, Seller shall cause to be delivered to Buyer an owner's title insurance policy (the "Title Policy") issued by the Title Company in the full amount of the Purchase Price for the Property insuring that Buyer shall have good and marketable title to the Real Property, subject to the Permitted Encumbrances, which may contain any endorsements specified by Buyer.

## **RECOMMENDATION**

Staff recommends that the Economic Development Authority agree to the requested modifications and sign the First Amendment to the Purchase Agreement.

## FIRST AMENDMENT TO PURCHASE AGREEMENT

**THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (“Amendment”)** by and between Cambria Real Estate Holdings, LLC, a Minnesota limited liability company (“**Buyer**”), and the City of Le Sueur Economic Development Authority, a statutory economic development authority pursuant to Minn. Stat. §§ 469.090–469.108, as amended from time to time (“**Seller**”), is effective as of the 22 day of April, 2019 (the “**Amendment Effective Date**”).

**WHEREAS**, Buyer and Seller entered into that certain Purchase Agreement effective as of January 15, 2019 (the “**Agreement**”); and

**WHEREAS**, Buyer and Seller desire to amend the Agreement in certain respects as set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further covenant and agree as set forth below.

1. Section 4.1 of the Agreement is hereby deleted in its entirety and the following Section 4.1 is hereby substituted in lieu thereof:

“4.1 Duration and Purpose. Beginning on the Amendment Effective Date and continuing for a period of up to one hundred twenty (120) days, as determined by Buyer (the “**Due Diligence Period**”), Buyer shall have the right to conduct inspections, testing and to take any other actions that Buyer deems necessary to determine, in Buyer’s sole discretion, whether the Property is suitable for Buyer’s intended ownership, development or other use. Seller shall provide all reasonably requested assistance in this regard to Buyer during the Due Diligence Period.”

2. Section 2 of the Agreement, regarding the definition of Title Company shall be amended to reflect that the Title Company is Le Sueur County Abstract Co., Inc.

3. Section 7.2 of the Agreement is hereby deleted in its entirety and the following Section 7.2 is hereby substituted in lieu thereof:

“7.2 Title Commitment. Upon Seller’s receipt of an updated Boundary Survey for the Real Property, at Seller’s sole cost and expense (the “**Survey**”), Seller shall acquire an updated commitment from the Title Company for a title insurance policy in the full amount of the Purchase Price for the Property insuring that Buyer shall have good and marketable title to the Real Property, subject to the Permitted Encumbrances (the “**Title Commitment**”). Within sixty (60) days of Buyer’s receipt of the Title Commitment, Buyer or Buyer’s contractors or agents, shall provide written notice (the “**Title Notice**”) to Seller of any defects in the marketability of title to the Real Property identified by Buyer. The Title Commitment shall be deemed accepted by Buyer in the event that Buyer does not provide the Title Notice to Seller within such period of time, or, if Buyer does provide the Title Notice within such period of time and Seller cures all identified defects at least thirty (30) days prior to the Closing Date (the “**Title Cure Period**”). If Seller fails to cure the identified title defects within the Title Cure Period, or if Seller provides written notice to Buyer that it shall not cure such title defects, then (i) Buyer may terminate this Agreement effective upon written notice to Seller within five (5) days of the earlier of the end of the Title Cure Period or Buyer’s receipt of Seller’s notice that it shall not cure any such title

defects, or (ii) notwithstanding Section 6 above, the parties may agree in writing to move back the Closing Date to provide for additional time to cure such defects. If the Title Commitment is accepted, Seller shall cause to be delivered to Buyer an owner's title insurance policy (the "**Title Policy**") issued by the Title Company in the full amount of the Purchase Price for the Property insuring that Buyer shall have good and marketable title to the Real Property, subject to the Permitted Encumbrances, which may contain any endorsements specified by Buyer.

4. Terms not otherwise defined in this Amendment shall have their respective meanings set forth in the Agreement. This Amendment shall amend only the provisions of the Agreement set forth above, and those provisions not expressly amended shall remain in full force and effect. This Amendment shall not operate as a release or waiver of any party's obligations under the Agreement. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned have signed this Amendment to be effective as of the Amendment Effective Date.

**CAMBRIA REAL ESTATE HOLDINGS, LLC**

**CITY OF LE SUEUR ECONOMIC DEVELOPMENT  
AUTHORITY**

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Name: James T. Ward  
Title: Chief Financial Officer

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Name: Ruth Vortherms  
Title: EDA President



ECONOMIC DEVELOPMENT AUTHORITY  
**Item 5.3**

TO: Economic Development Authority  
FROM: Samantha DiMaggio  
SUBJECT: Farm Lease between the EDA and Scott and Douglas Kiewatt  
DATE: Monday, April 22, 2019

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**PURPOSE/ACTION REQUESTED**

Farm Lease between the EDA and Scott and Douglas Kiewatt

**SUMMARY**

The EDA has been leasing the 143.85 acres of land adjacent to 169 to Scott and Douglas Kiewatt for the past few years. Attached is a rental contract for 2019 which shows the value of the lease to be \$16,205.10.

<b>Year</b>	<b>Annual Rental Rate</b>
2019	<i>Proposed \$16,205.10</i>
2018	\$15,352
2017	\$15,352
2016	\$18,029
2015	\$25,850
2014	\$34,125
2013	\$34,125

Also, based on this contract, if the EDA removes any tillable acres from the terms and conditions of the lease prior to planting, the EDA must pay the Kiewatt's \$200/acre or at the time of or after planting, then EDA must pay the Kiewatt's \$560/acre.

**RECOMMENDATION**

Staff is recommending that the lease with the Kiewatt's be renewed for 2019 and that the EDA should authorize the signature of the lease.

FARM LEASE  
CASH RENT, INSTALLMENTS, SECURITY INTEREST CLAUSE

**This Agreement**, Made this 12<sup>th</sup> day of April, 2019, by and between Le Sueur Economic Development Authority, a corporate body politic, party of the first part, Lessor, and Scott Kiewatt and Douglas Kiewatt of the Township of Sharon, County of Le Sueur, and State of Minnesota, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the tillable acres located on the following described premises situated in the County of Le Sueur, and State of Minnesota, viz:

See attached description.

in Section Number 17, Township Number 112, Range Number 25, containing approximately 85.29 acres, be the same more or less, of which described premises the second party hereby agrees to plow and put in crops all such tillable acreage during the continuation of this Lease.

TO HAVE AND TO HOLD, The above rented premises unto the said second party, his heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of one year from and after the 1st day of March, 2019, the term of this Lease ending the 1st day of December, 2019.

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of Sixteen Thousand, Two Hundred and Ten dollars and 10/100 (\$16,205.10), payable at Le Sueur, Minnesota in two installments, to-wit:

\$8,102.55 on or before May 1, 2019

\$8,102.55 on or before September 1, 2019

**And it is Further Agreed**, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly stamped and directed to him at 30012 Lexington Road, Le Sueur, MN 56058, which is hereby declared by said second party to be his usual Post-office address.

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that he will at the expiration of the time as herein

recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all Russian thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weed. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purposes of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said remised premises and the said second party agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents due hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of said second party paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorneys' fees and legal expenses of said first party.

Words used in this instrument in the masculine gender include the feminine and neuter, the singular number includes the plural and the plural, the singular.

Lessor shall have the right and privilege of removing any or all of the above described premises from the terms and conditions of this Lease Agreement at any time during the term of this Lease. In the event that Lessor removes any tillable acres from the terms and conditions of this Lease prior to planting, Lessor shall pay Lessee the sum of \$200.00 per acre for each acre removed from the terms and conditions of this Lease. In the event that Lessor removes any tillable acres from the terms and conditions of this Lease at the time of or after planting, Lessor shall pay the sum of \$560.00 per acre for each acre removed from the terms and conditions of this Lease.

It is understood and agreed by and between the parties hereto that the above described lands have been fall plowed and that the Lessee shall have the obligation of plowing the same back on termination of this Lease.

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

IN PRESENCE OF	)	LE SUEUR ECONOMIC DEVELOPMENT AUTHORITY
	)	
_____	)	By: _____
	)	Its President
	)	
_____	)	By: _____
	)	Its Secretary

\_\_\_\_\_  
Scott Kiewatt

\_\_\_\_\_  
Douglas Kiewatt



STATE OF MINNESOTA)  
(SS.  
COUNTY OF LE SUEUR)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, within and for said County, personally appeared Melissa Meger and Ruth Vortherms, to me personally known, who, being by me duly sworn did say that they are the President and Secretary of Le Sueur Economic Development Authority, a corporate body politic, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of said corporate body politic by authority of its Board of Directors and said Melissa Meger and Ruth Vortherms acknowledged said instrument to be the free act and deed of said corporation.

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STATE OF MINNESOTA)  
(SS.  
COUNTY OF LE SUEUR)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, within and for said County, personally appeared Scott Kiewatt and Douglas Kiewatt, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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## Legal Description

### TRACT A:

1. The Southwest Quarter of the Northeast Quarter of Section 17, save and except the following portions thereof:

#### Tract I:

Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota; thence running South 7 rods to a point; thence South 88.5 degrees West 12 rods to a point; thence North 74.5 degrees West 24 rods to a point in the North line of said Southwest Quarter of the Northeast Quarter; thence East on the North line of said Southwest Quarter of the Northeast Quarter of Section 17 to the point of beginning, containing one (1) acre of land, more or less, in Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota.

#### Tract II:

Beginning at the northeast corner of said Southwest Quarter of the Northeast Quarter; thence run south, 7 rods; thence South 88.5 degrees West, 12 rods; thence North 74.5 degrees West, 24 rods to the north line of said Southwest Quarter of the Northeast Quarter; thence east along said north line to the point of beginning; also excepting therefrom the right of way of Trunk Highway No. 169 as now located and established.

which lies within a distance of 205 feet northwesterly of Line 1 described below:

Line 1. From a point on the west line of Section 20, Township 112 North, Range 25 West, distant 1273 feet north of the west quarter corner thereof, run northeasterly at an angle of 37 degrees 47 minutes 00 seconds from said west line (measured from north to east) for 6182 feet to the point of beginning of Line 1 to be described; thence run northeasterly on the last described course for 80 feet and there terminating; containing 0.06 acres, more or less.

lying and being Westerly of the Highway right-of-way as located in 1995.

2. Southwest Quarter of the Southwest Quarter of Section 17; the Southeast of the Southwest Quarter of Section 17; the Northwest Quarter of the Northwest Quarter of Section 20, Township 112 North Range 25 West, Le Sueur County, Minnesota save and except the following portions thereof:

#### Tract I:

Beginning at the Northwest corner of Section 20, Township 112 North, Range 25 West, Le Sueur County, Minnesota; thence North 79 degrees 25 minutes East 512.40 feet; thence South 54 degrees 28 minutes East 300.00 feet to the Westerly right-of-way line of Minnesota Trunk Highway Number 169; thence South 35 degrees 32 minutes West on said right-of-way line 1233.60 feet to the West line of said Section Number 20; thence North 01 degrees 38 minutes West on said west line 1084.60 feet to place of beginning. Being 0.70 acres of the Southwest Quarter of the Southwest Quarter of Section Number 17 and 9.84 acres of the Northwest Quarter of the Northwest Quarter of Section Number 20 of said Township and Range. Said description being in accordance with the recorded maps and plats thereof on file and of record in the Office of the County Recorder in and for Le Sueur County, Minnesota.

#### Tract II:

Beginning at the intersection of the Westerly right of way line of the U.S. Highway #169 and the Section line between Sections 17 and 20, Township 112 North, Range 25 West, said point being 804.8 feet East of the Northwest Corner of said Section 20; thence North 35 degrees 32 minutes East, a distance of 202.00 feet; thence North 54 degrees 28 minutes West, a distance of 150.00 feet; thence South 35 degrees 32 minutes West, a distance of 300.0 feet; thence South 54 degrees 28 minutes East, a distance of 150 feet to the Westerly right of way line of said Highway; thence North 35 degrees 32 minutes East a distance of 98.0 feet to the place of beginning. All of said lands lying and being in the County of Le Sueur and State of Minnesota. Subject to easements of record.

Tract III:

Commencing at the intersection of the westerly right of way line of U. S. Highway 169 and the section line between Section 17 and Section 20, Township 112 North, Range 25 West, Le Sueur County, Minnesota, said point being 804.8 feet East of the Northwest Corner of said Section 20; proceeding thence north 35 degrees 32 minutes east a distance of 202.0 feet; proceeding thence North 54 degrees 28 minutes West a distance of 150 feet to a point; which point is hereby designated as the place of beginning; proceeding thence South 35 degrees 32 minutes West a distance of 300 feet to a point; proceeding thence North 54 degrees 28 minutes West a distance of 150 feet to a point; proceeding thence North 35 degrees 32 minutes East a distance of 300 feet to a point; proceeding thence South 54 degrees 28 minutes East a distance of 150 feet to the place of beginning, the same consisting of a portion of Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota.

Tract IV.

Part of the Southwest Quarter of the Southwest Quarter of Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota, described as: Commencing at the Southwest corner of Section 17; thence South 88 degrees 18 minutes 36 seconds East, on the South line of Section 17, a distance of 808.74 feet to the Westerly right of way line of U. S. Trunk Highway No. 169; thence North 37 degrees 30 minutes 55 seconds East, on said Westerly right of way line, 202.00 feet to the point of beginning; thence North 52 degrees 29 minutes 05 seconds West, 300.00 feet; thence North 37 degrees 30 minutes 55 seconds East, 215.00 feet; thence South 52 degrees 29 minutes 05 seconds East, 300.00 feet to the Westerly right of way line of U. S. Trunk Highway No. 169; thence South 37 degrees 30 minutes 55 seconds West, on said Westerly right of way line, 215.00 feet to the point of beginning. Contains 1.48 acres of land and is subject to and together with any and all easements of record.

Tract V:

That part of the Southwest Quarter of Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota, described as follows:

Commencing at the Southwest corner of said Section 17; (the west line of the Northwest Quarter of Section 20, Township 112 North, Range 25 West is assumed to bear South 00 degrees 21 minutes 44 seconds West); thence North 81 degrees 24 minutes 44 seconds East, a distance of 75.52 feet to the point of beginning; thence continuing North 81 degrees 24 minutes 44 seconds East, a distance of 175.67 feet; thence North 44 degrees 01 minutes 05 seconds East, a distance of 826.56 feet; thence North 02 degrees 00 minutes 59 seconds East, a distance of 639.54 feet; thence North 87 degrees 59 minutes 01 seconds West, a distance of 800.00 feet to the west line of the Southwest Quarter of said Section 17; thence South 02 degrees 00 minutes 59 seconds West, on said west line, a distance of 1219.26 feet; thence South 45 degrees 58 minutes 55 seconds East, a distance of 99.89 feet to the point of beginning.

Said parcel contains 19.19 acres of land.

Tract VI:

That part of the Southwest Quarter of Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota, described as follows:

Commencing at the Southwest corner of said Section 17; (the west line of the Northwest Quarter of Section 20, Township 112 North, Range 25 West is assumed to bear South 00 degrees 21 minutes 44 seconds West); thence South 88 degrees 18 minutes 36 seconds East on the South line of the Southwest Quarter of said Section 17, a distance of 808.74 feet to the westerly right-of-way line of U.S. Trunk Highway No. 169, per Map 15-78; thence North 37 degrees 30 minutes 55 seconds East, on said right-of-way line, a distance of 202.00 feet; thence North 52 degrees 29 minutes 05 seconds West, a distance of 300.00 feet; thence North 37 degrees 30 minutes 55 seconds East, a distance of 215.00 feet to the point of beginning; thence South 37 degrees 30 minutes 55 seconds West, a distance of 520.67 feet to a point on a line that bears North 81 degrees 24 minutes 44 seconds East from the point of commencement; thence South 81 degrees 24 minutes 44 seconds West on said line, a distance of 261.86 feet, more or less, to a point on said line that is 251.19 feet from the point of commencement as measured on said line: thence North 44 degrees 01 minutes 05 seconds East 826.56 feet; thence South 45 degrees 58 minutes 55 seconds East, a distance of 100.00 feet; thence South 43 degrees 59 minutes 07 seconds West, a distance of 101.20 feet to the point of beginning.

Said parcel contains 2.15 acres of land.

Tract VII:

That part of the Southwest Quarter of Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota, described as follows:

Commencing at the Southwest corner of said Section 17; (the west line of the Northwest Quarter of Section 20, Township 112 North, Range 25 West is assumed to bear South 00 degrees 21 minutes 44 seconds West); thence North 81 degrees 24 minutes 44 seconds East, a distance of 251.19 feet; thence North 44 degrees 01 minutes 05 seconds East, a distance of 826.56 feet; thence North 02 degrees 00 minutes 59 seconds East, a distance of 639.54 feet; thence North 87 degrees 59 minutes 01 seconds West, a distance of 800.00 feet to the West line of the Southwest Quarter of said Section 17; thence South 02 degrees 00 minutes 59 seconds West on said west line, a distance of 1219.26 feet to the point of beginning; thence South 45 degrees 58 minutes 55 seconds East, a distance of 99.89 feet; thence South 81 degrees 24 minutes 44 seconds West, a distance of 75.52 feet to the Southwest corner of said Section 17; thence North 02 degrees 00 minutes 59 seconds East, on the West line of the Southwest Quarter of said Section 17, a distance of 80.74 feet to the point of beginning.

Said parcel contains 0.07 acres of land.

lying and being Westerly of the Highway right-of-way as located in 1995.

**TRACT B:**

3. The Southeast Quarter of the Northwest Quarter of Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota.

**TRACT C:**

4. **NEED to copy this tract from the old lease in file**