



ECONOMIC DEVELOPMENT AUTHORITY

UPDATED: Monday, March 22, 2021, 5:15PM

*Go to Meeting (see webinar instructions below).

Meeting Agenda

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes - November 23, 2020
4. Approval of Minutes – February 22, 2021
5. Approval of the Bills – March 22, 2021
6. New Business
 - 5.1. Welcome – New Member Jackie Fahey
 - 5.2. 2021 Farm Lease - Scott and Douglas Kiewatt
7. Other Business
8. Adjournment - Next Meeting: Monday, April 26, 2021 at 5:15pm

*Please register for Le Sueur Economic Development Authority (EDA) Regular Meeting on March 22, 2021 at 5:15pm CDT at:

<https://register.gotowebinar.com/register/3648846298733016076>

After registering, you will receive a confirmation email containing information about joining the webinar.

A Regular Meeting of the Le Sueur Economic Development Authority was held on Monday, November 23, 2020 at 5:15pm via virtual City webinar. Members present included: Irene Manke, Dan Mahoney, Melissa Meger, John Favolise, Marvin Sullivan, Jesse Wenisch and Brian Pfarr. Members Absent: None.

Motion by Member Pfarr, seconded by Member Meger to approve the agenda as written. Voting in favor: Members Manke, Wenisch, Pfarr, Meger, Sullivan and Mahoney. Voting no: None. Motion carried.

Motion by Member Sullivan, seconded by Member Pfarr approving the minutes of the October 26, 2020 meeting. Voting in favor: Members Manke, Wenisch, Meger, Pfarr, Sullivan and Mahoney. Voting no: None. Motion carried.

Motion by Member Manke, seconded by Member Sullivan approving the bills of the November 23, 2020 meeting. Voting in favor: Members Manke, Wenisch, Meger, Pfarr, Sullivan and Mahoney. Voting no: None. Motion carried.

Member Favolise joined the meeting at this time.

Item 5.1. EDA 2021 Work Plan: Staff utilized the 2040 Comprehensive Plan to develop a 2021 Economic Development Work Plan. A **motion** was made by Member Meger, seconded by Member Mahoney to recommend the City Council adopt the 2021 EDA Work Plan at their January 11, 2021 meeting. Voting in favor: Members Manke, Favolise, Wenisch, Meger, Pfarr, Sullivan and Mahoney. Voting no: None. Motion carried.

Item 6. Other Business: None.

A **motion** by Member Mahoney, seconded by Member Sullivan to adjourn. Voting in favor: Members Manke, Favolise, Wenisch, Meger, Pfarr, Sullivan and Mahoney. Voting no: None. Motion carried.

Respectfully submitted,
Samantha DiMaggio, EDA Executive Director/Community Development Director

A regular meeting of the Economic Development Authority (EDA) was held on Monday, February 22, 2021 at 5:15 p.m. virtually via Go to Meeting with the following EDA Members present; Dan Mahoney, Melissa Meger, Marvin Sullivan, Irene Manke, Dave Swanberg, and Jesse Wenisch. Members Absent: None.

Motion by Member Meger, seconded by Member Sullivan, to approve the agenda as written. Members Voting in favor: Meger, Manke, Mahoney, Wenisch, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

The start time listed on the minutes of January 25, 2021 was incorrect, this was updated from 6:00pm to the actual start time of 5:15pm. **Motion** by Member Sullivan, seconded by Member Manke approving the minutes of the January 25, 2021 meeting as modified. Members Voting in favor: Meger, Manke, Mahoney, Wenisch, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

Item 5.1. Welcome Council Member Swanberg: Council Member Swanberg gave a brief introduction and was welcomed by the EDA.

Item 5.2. Public Hearing – Anderson Orthodontics: Dr. Jason Anderson, owner of Anderson Orthodontics, requested a partially forgivable loan from the Revolving Loan Fund in the Amount of \$250,000. As part of the redevelopment of Tiller and Main, Dr. Anderson is being relocated from the second floor to the main floor. These funds will be used to build out his new space inside Tiller and Main. A **motion** by Member Sullivan, seconded by Member Meger to approve Res. 2021-002, a Resolution approving a partially forgivable Revolving Loan to Dr. Jason Anderson, Anderson Orthodontics and giving the Chair and Executive Director the authority to execute the required Loan Documents. Members Voting in favor: Meger, Manke, Mahoney, Swanberg, and Sullivan. Members Voting no: Member Wenisch. Motion carried.

Item 5.3. Public Hearing – Haemig Family Dentistry: Dr. Karl Haemig, owner of Haemig Family Dentistry, requested a partially forgivable loan from the Revolving Loan Fund in the Amount of \$250,000. As part of the redevelopment of Tiller and Main, Dr. Haemig is being relocated from the second floor to the main floor. These funds will be used to build out his new space inside Tiller and Main. A **motion** by Member Manke, seconded by Member Swanberg to approve Res. 2021-003, a Resolution approving a partially forgivable Revolving Loan to Dr. Karl Haemig, Haemig Family Dentistry and giving the Chair and Executive Director the authority to execute the required Loan Documents. Members Voting in favor: Meger, Manke, Mahoney, Swanberg, Wenisch, and Sullivan. Members Voting no: None. Motion carried.

Item 5.4. Public Hearing – Le Sueur Eyecare Center (DBA Mootz Eye Clinic): Dr. Zachary Dirks and Dr. Blake Dirks, owners of Le Sueur Eyecare Center (DBA Mootz Eye Clinic), requested a partially forgivable loan from the Revolving Loan Fund in the Amount of \$250,000. As part of the redevelopment of Tiller and Main, Dr. Zachary Dirks and Dr. Blake Dirks are being relocated from the second floor to the main floor. These funds will be used to build out their new space inside Tiller and Main. A **motion** by Member Sullivan, seconded by Member Meger to approve Res. 2021-004, a Resolution approving a partially forgivable Revolving Loan to Dr. Dr. Zachary Dirks and Dr. Blake Dirks, Le Sueur Eyecare Center (DBA Mootz Eye Clinic) and giving the Chair and Executive Director the authority to execute the required Loan Documents. Members Voting in favor: Meger, Manke, Mahoney, Wenisch, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

Item 5.4. Revolving Loan Fund Request – Bennett Pharmaceuticals: Mr. James Mulvahill, owners of Bennett Pharmaceuticals of America, requested a loan from the Revolving Loan Fund in the Amount of \$50,000. Bennett Pharmaceuticals is a start-up compounding pharmacy that plans to occupy a new space inside Tiller and Main. Mr. Mulvahill is requesting the Revolving Loan Funds which will be used as working capital. A **motion** by Member Sullivan, seconded by Member Meger to approve Res. 2021-005, a Resolution approving a Revolving Loan to Mr. Mulvahill and Bennett Pharmaceuticals and giving the Chair and Executive Director the authority to execute the required Loan Documents. Members Voting in favor: Meger, Wenisch, Manke, Mahoney, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

Item 5.6. Financial Institution Update: The City of Le Sueur and the EDA have had some staff and member changes as well as changes in designated financial institutions, therefore staff has prepared an updated Resolution to reflect these changes. A **motion** by Member Sullivan, seconded by Member Mahoney to approve Res. 2021-006, A resolution updating the account signers and endorsers at certain financial institutions where the EDA has accounts. Members Voting in favor: Meger, Wenisch, Manke, Mahoney, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

Item 6. Other Business: None.

A **motion** by Member Sullivan, seconded by Member Mahoney to adjourn the meeting. Members Voting in favor: Meger, Manke, Mahoney, Wenisch, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

Respectfully submitted,
Samantha DiMaggio, EDA Executive Director/Community Development Director



EDA Approval Report for March 22, 2021

By Fund

Post Dates 2/23/2021 - 3/22/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
Fund: 380 - EDA GENERAL FUND					
Department: 46500 - ECONOMIC DEVELOPMENT ASSIST					
380-46500-101	CITY OF LESUEUR	FEBRUARY 2021 DIMAGGIO	INV0010985	380-46500-101	4,182.54
380-46500-121	CITY OF LESUEUR	FEBRUARY 2021 DIMAGGIO	INV0010985	380-46500-121	306.55
380-46500-122	CITY OF LESUEUR	FEBRUARY 2021 DIMAGGIO	INV0010985	380-46500-122	297.69
380-46500-125	CITY OF LESUEUR	FEBRUARY 2021 DIMAGGIO	INV0010985	380-46500-125	56.30
380-46500-131	CITY OF LESUEUR	FEBRUARY 2021 DIMAGGIO	INV0010985	380-46500-131	569.74
380-46500-133	CITY OF LESUEUR	FEBRUARY 2021 DIMAGGIO	INV0010985	380-46500-133	11.26
380-46500-437	CARDMEMBER SERVICE	FEB-MAR 2021 CREDIT CARD - ...	INV0010984	380-46500-437	8.65
380-46500-437	APG MEDIA OF SOUTHERN MI...	ADVERTISING - PUBLIC HEARING	INV11950-0221	380-46500-437	432.00
Department 46500 - ECONOMIC DEVELOPMENT ASSIST Total:					5,864.73
Fund 380 - EDA GENERAL FUND Total:					5,864.73
Grand Total:					5,864.73

Report Summary

Fund Summary

Fund	Payment Amount
380 - EDA GENERAL FUND	5,864.73
Grand Total:	5,864.73

Account Summary

Account Number	Account Name	Payment Amount
380-46500-101	FULL-TIME EMPLOYEES-R...	4,182.54
380-46500-121	PERA CONTRIBUTIONS	306.55
380-46500-122	FICA CONTRIBUTIONS	297.69
380-46500-125	MEDICARE CONTRIBUTIO...	56.30
380-46500-131	HEALTH INSURANCE	569.74
380-46500-133	LIFE INSURANCE	11.26
380-46500-437	MISCELLANEOUS EXPENSE	440.65
Grand Total:		5,864.73

Project Account Summary

Project Account Key	Payment Amount
None	5,864.73
Grand Total:	5,864.73



ECONOMIC DEVELOPMENT AUTHORITY
Item 5.2

TO: Economic Development Authority
FROM: Samantha DiMaggio
SUBJECT: 2021 Farm Lease - Scott and Douglas Kiewatt
DATE: Monday, March 22, 2021

PURPOSE/ACTION REQUESTED

The EDA should consider approving the 2021 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 2021 which shows the value of the lease to be \$16,205.10.

Year	Annual Rental Rate
2021	<i>Proposed \$16,205.10</i>
2020	\$16,205.10
2019	\$16,205.10
2018	\$15,352
2017	\$15,352
2016	\$18,029
2015	\$25,850
2014	\$34,125
2013	\$34,125

As this land is currently listed for sale, the contract contains the following clause:

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.

RECOMMENDATION

Staff recommends the EDA authorize the Chair and Executive Director to execute the 2021 Lease between the Economic Development Authority and Scott and Douglas Kiewatt.

FARM LEASE
CASH RENT, INSTALLMENTS, SECURITY INTEREST CLAUSE

This Agreement made this 22 day of March 2021, 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 April 2021, the term of this Lease ending the 1st day of December 2021.

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 one installment, on or before May 1, 2021.

AND IT IS FURTHER AGREED, by and between the parties as follows: That should the said second party fail to make the above mentioned payment 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 non 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 al 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.

THE UNDERSIGNED entered and executed this Lease on the day and date indicated immediately below their respective signatures.

LESSOR

Le Sueur Economic Development Authority

By: _____
Its President

By: _____
Its Executive Director

STATE OF MINNESOTA

COUNTY OF LE SUEUR

On this _____ day of _____, 2020, before me, within and for said County, personally appeared Samantha DiMaggio and Jesse Wenisch, to me personally known, who, being by me duly sworn did say that they are the President and Executive Director 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 Samantha DiMaggio and Jesse Wenisch acknowledged said instrument to be the free act and deed of said corporation.

Notary Public: _____

Executed on _____, 2021.

THE UNDERSIGNED entered and executed this Lease on the day and date indicated immediately below their respective signatures.

LESSEE

Scott Kiewatt

Douglas Kiewatt

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

On this _____ day of _____, 2020, 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.

Notary Public: _____

Executed on _____, 2021.

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. North Half of the Southwest Quarter of Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota lying and being Westerly of the Highway right-of-way as located in the year 2002 EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

Part of the Southeast Quarter of the Northwest Quarter and part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 112, Range 25, Le Sueur County, Minnesota, described as follows:

Commencing at the northeast corner of said Northwest Quarter of Section 17; thence on an assumed bearing of South 00 degrees 09 minutes 40 seconds West along the North and South one quarter line of said Section 17, a distance of 2739.01 feet; thence South 36 degrees 58 minutes 23 seconds West 651.31 feet to the point of beginning of the tract to be described; thence continuing South 36 degrees 58 minutes 23 seconds West 66.02 feet; thence North 54 degrees 40 minutes 47 seconds West 298.44 feet; thence South 44 degrees 49 minutes 21 seconds West 104.46 feet; thence North 49 degrees 15 minutes 43 seconds West 374.44 feet; thence North 44 degrees 09 minutes 32 seconds East 560.88 feet; thence South 49 degrees 46 minutes 45 seconds East 316.70 feet; thence Southerly 36 degrees 10 minutes 15 seconds West 393.53 feet; thence South 54 degrees 40 minutes 47 seconds East 294.47 feet to the point of beginning. This tract contains 5.00 acres of land and is subject to any and all easements of record and is subject to an easement for roadway purposes and the right of ingress and egress over, under and across a 66.00 foot wide strip of land, the northeasterly line of said 66.00 foot wide easement being described as follows: Commencing at the northeast corner of said Northwest Quarter of Section 17; thence on an assumed bearing of South 00 degrees 09 minutes 40 seconds West along the North and South one quarter line of said Section 17, a distance of 2739.01 feet; thence South 36 degrees 58 minutes 23 seconds West 651.31 feet to a point on the northeasterly edge of said 66.00 foot wide road easement, said point being the point of beginning of the line to be described; thence North 54 degrees 40 minutes 47 seconds West 100.00 feet and said line and easement there terminating.