



**ECONOMIC DEVELOPMENT AUTHORITY**

**SPECIAL**

**Friday, May 28, 2020**

**8:30-10:00 a.m.**

Join Zoom Meeting

<https://us02web.zoom.us/j/7641622887?pwd=OUR1R3ZYZUxTZFZDOGYxQ3NvWUIUUT09>

Meeting ID: 764 162 2887

Password: WCounty

**A G E N D A**

**1. CALL TO ORDER/ ESTABLISH QUORUM**

**2. APPROVAL OF AGENDA**

**3. APPROVAL OF MINUTES- March 20, 2020**

**4. BILLS AND COMMUNICATIONS - None**

**5. REPORTS - Member Reports**

**6. UNFINISHED BUSINESS**

- a. Verbal update on Ruff Life Kennel and the JR's Barn Revolving Loan Fund (RLF), Broadband Feasibility Study and other staff economic activities

**7. NEW BUSINESS**

- a. Assignment of a lease with Croell, Inc. and to Authorization of a Lease Extension

**8. MISCELLANEOUS- None**

**9. ADJOURNMENT**

**WASECA COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

**MINUTES OF March 20, 2020**

**DRAFT**

**CALL TO ORDER/ESTABLISH A QUORUM**

A quorum to conduct business was established and the Chair, Pam Lehrke called the Waseca County Economic Development Authority meeting to order at 8:31 a.m. at the meeting room in the East Annex Building.

**MEMBERS PRESENT**

Pam Lehrke, Carol Raimann, Russ Frederick, Chris Osterloh, Charles Benson, Brad Krause, Doug Christopherson (arrived after meeting commenced).

**MEMBERS ABSENT**

None

**STAFF PRESENT**

Mark Leiferman, Planning and Zoning Administrator, Maame Yorke, Planning and Zoning Specialist.

**OTHERS PRESENT**

Names include as seen on sign-in sheet. Spellings of names shown as best as possible from handwritten signatures.

Darcy M Roemhildt, Jon W Roemhildt

**APPROVAL OF AGENDA**

Benson made a motion to approve the agenda with Frederick seconding. Motion passed unanimously.

**APPROVAL OF MINUTES – February 21, 2020**

Osterloh made a motion with Frederick seconding to approve the February 21, 2020 minutes. Motion passed unanimously.

**BILLS AND COMMUNICATIONS:**

None

**REPORTS – Member Reports:**

Raimann informed the EDA that the Discover Waseca Special Community meeting she talked about during the last meeting was slated for April 29, 2020 from 5:00 p.m. to 7:00 p.m.

**UNFINISHED BUSINESS:**

**Revolving Loan Fund (RLF) Request – Ruff’ Life Kennel.**

Leiferman presented a PowerPoint on the revolving loan fund request for Ruff’ Life Kennel proposed to be located at 1178-380<sup>th</sup> Ave in Section 5 of Alton Township just south of 380<sup>th</sup> Ave. The proposal will include parking, kennel and dog run and an area for future expansion and potentially a doggy day care as demand permits.

He stated that the Planning Commission held a public hearing on a proposed code amendment to allow modification to make the project more feasible. He further presented the Waseca County UDC requirements for Kennel facilities in the A-1 Agricultural Protection Zoning District with proposed additions underlined.

*§ 6.08 A-1 AGRICULTURAL PROTECTION DISTRICT STANDARDS.*

*(C) Conditional uses (see Article 4 for accessory uses). Accessory uses are subject to the standards found in Articles 3, 4 and 6 of this ordinance:*

*(26) Veterinary and animal clinic and facilities for the care and/or breeding of animals, including kennel and animal crematorium;*

*§ 6.16 SPECIFIC STANDARDS FOR COMMERCIAL AND INDUSTRIAL USES.*

*(FF) Veterinary and animal clinic and facilities for the care and/or breeding of animals including kennel and animal crematorium.*

*(1) Site plan. Site plan review shall be required.*

*(2) Facility design. All veterinary clinics or hospitals shall provide indoor facilities having adequate heating, ventilation and lighting and outdoor facilities having shelter from the elements. Facilities shall have proper drainage and a plan for manure management.*

*(3) Exercise areas. All animal runs or exercise areas shall be located at least 100 feet from any adjoining property line if there is a residence or platted residential lot within 1,000 feet of such runs or exercise areas. If there is no residence or platted lot within 1,000 feet, the setbacks of the runs or exercise areas shall be equal to the accessory building setback of the underlying district. Outdoor animal runs or exercise areas are prohibited within the VM Village Mixed-Use District.*

*(4) Licenses. Facilities must obtain all required state and federal licenses or operational permits.*

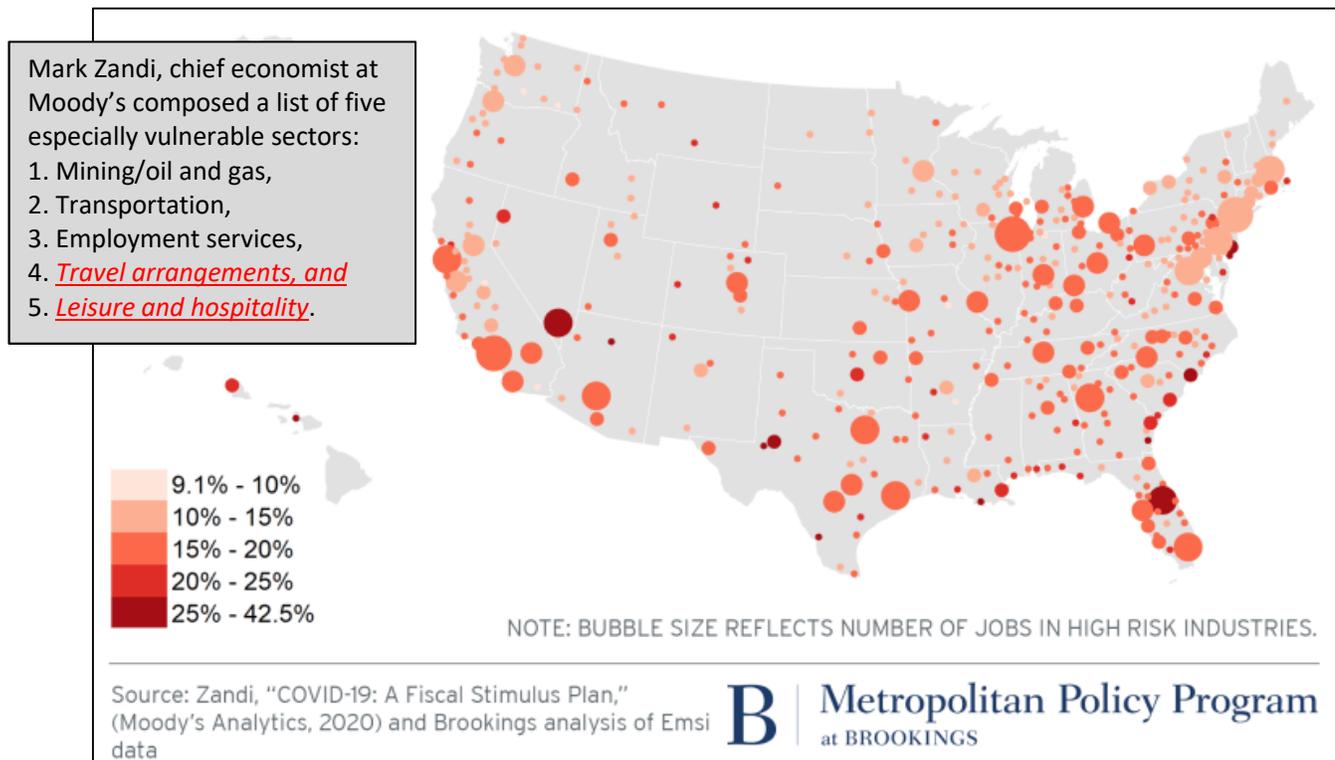
*(5) Parking. Parking and loading shall meet the standards found in § 6.15.*

Leiferman further mentioned that the Planning Commission reviewed the applicants Conditional Use Permit and the Proposed Code Amendment and recommended approval. The conditional Use Permit was recommended for approval with ten (10) conditions.

He went on the talk about the issues the EDA had with the Revolving Loan Fund request during the last meeting. He mentioned that one of the issues the EDA wasn't aware of was the recent global health crisis with the COVID-19 virus. The issues are outlined below:

- County only has \$30,895 to lend.
- Requires approval of a code amendment and conditional use permit (timeline)
- The County will need bid documentation, Paid Receipts and/or Lien Waivers for all of the expenditures shown.
- Has any work been completed in the last 90 days that could result in liens?
- Loan to value appears low (Loans \$290,000 – Equity 16,895). Status of Updated Appraisal?
- Methodology to determine income seems weak. Do we need more documentation?
- House and Business on the same property. Application list applicant as an LLC. Is the LLC Leasing from the owners?
- Policy: Subordinate to the Primary Lender- Shared second position with SMIF?
- Another Source of Collateral?
- Interest Rate?
- How will the COVID-19 emergency impact the marketability of the project?

Leiferman provide some information on the five (5) most vulnerable sectors impacted by the COVID-19 virus because the applicant's proposal was dependent on shifts in travel and leisure. Travel arrangements, Leisure and hospitality were listed as two (2) of the most impacted areas that we will see because of this virus.



### Loan Criteria and Approval

1. Loan Amount. The request is for a loan of \$35,000 or 40% of the project costs. There is no private lender associated with this project. Waseca County potentially has \$30,000 to lend.

2. Interest Rate. If approved, the interest rate would be fixed at 2% less than the U.S. Bank Association rate on February 5, 2020 (the date of payment of the application fee) or at 3%, whichever is greater.
3. Term. The Waseca County loan criteria establish the term for loans for new construction projects at 15 years. *Since Equipment loans are only allowed for a term of 7 years, should the term be reduced if tied to the equipment collateral?* The loan will be due on sale or due upon violation of any loan agreement.
4. Collateral Requirements. The loan will be secured by a mortgage, promissory note and personal guarantees. The loan will be subordinate to a mortgage of a *credit union* and may be subordinate to the Southern Minnesota Initiative Foundation (SMIF) Loan. *Does the EDA want to recommend a shared second position on all assets?*
5. Loan Repayments. Repayment of the loan must begin within one month of construction completion, when the building is put into use. Construction may be considered completed when a final inspection is completed by the Planning and Zoning Administrator staff.

Leiferman then presented to the EDA the possible recommendations. He stated the EDA could recommend the loan approval for Roemhildt 20 dog Kennel Boarding Facility, but staff was really thinking that due to uncertain revenue needs in the coming months and the uncertain economy it may be wise to table or deny the request.

Lehrke asked how the Revolving Loan Fund money was held. Christopherson mentioned it was county funds and not out of the County's reach if need be. Leiferman added the money can be used by the County in times of emergencies like the COVID-19.

Jon Roemhildt mentioned he talked with Wendy with the Small Business Initiative about various funding options should their RLF get denied. He mentioned they were not eligible for small business funds at this time, so they were tied up. Darcy Roemhildt said their customers were still keeping trips booked until the quarantine was lifted. She added that their proposed facility is anticipated to run after the emergency is over. She further went on to talk about the economic hardships that might be created should the EDA deny them the Revolving Loan Fund amount. Jon added that they as applicants were trying to figure out how to sort out their operations during summertime and that their proposed business will stimulate the economy should they start construction by paying the contractors and their employees. Darcy added that she sees both the county EDA and them (applicants) on the tough spot and she'd rather have their RLF approved but tabling their request until the health emergency situation with the COVID-19 gets better would be a second-best option for them.

Leiferman asked the applicants if they wanted staff to proceed with Planning Commission part of the Request. And the applicants responded in the affirmative. He then asked the applicants if they had started the processes of updating the Appraisal as required during the previous EDA meeting. Darcy responded that the process had been started but waiting for the report. She mentioned an email containing the updated appraisal report will be sent once she received it.

Leiferman mentioned the applicants have a primary mortgage that is very close to the amount of the appraisal, so they were trying to bump up to the loan to value ratio. Raimann added this wouldn't be a situation where the EDA is providing the applicants money without any security. Frederick added that the applicants proposed project is a project he'd like to see move forward but the whole uncertainty of the COVID-19 virus is impacting the community and creating hardships.

Raimann asked if the applicants can make loan repayments without the revenue from the Kennel. Darcy answered that based on what she was making at the moment, the payments can be made. She added that she doesn't have much concerns about making the payments as she is about getting the kennel in operation.

Christopherson asked about collateral and Darcy mentioned only one vehicle being presented as collateral was still under a loan. Raimann added that will bring the collateral amount to close to \$80,000.

Christopherson then suggested that if the EDA would under normal circumstances recommend this request for approval, they can do so and leave the decision to the County Board that way the applicants are a step closer in this process rather than tabling it and waiting for improvements in the global health emergency situation.

## **MOTION ON POLICY AMENDMENTS AND LOAN RECOMMENDATION**

Benson made a motion to approve the revolving loan request amount of \$30,000 for a seven (7) year term at an interest rate of 3% and a shared second lien with SMIF and make an approval recommendation to the COUNTY BOARD. Raimann seconded the motion and it was approved unanimously.

## **MISCELLANEOUS**

### **Clear Lake Tourism**

Leiferman presented to the EDA possible corridor/ lake improvement projects to promote tourism along Clear Lake and tied these options into the Waseca County EDA goals and that of the City's Vision 2030.

Vision 2030 Action Pillars:

#### **6.1.3 Create High Quality Community Assets-**

- Launch Programs that Attract and Retain Youth and Young Professionals
- Transform Education System into Lifelong Learning
- Update Community Aesthetics and Infrastructure
- Anchor Downtown as the Heart of the Community

#### **Expand and Leverage Economic Development Initiatives-**

- Establish a Long-Range Economic Development Plan with Metrics for Success
- Create a Community Marketing and Branding Initiative
- Diversify and intensify the Agricultural Sector
- Expand Technology, Professional and Business Sectors

#### **6.3.3 Strengthen Regional Connectivity**

- Collaborate with Regional Entities to Build Connectivity
- Expand Higher Education Connections to Attract Regional Innovation
- Build Top Grade Infrastructure
- Become a "Destination Location"

#### **Create a Vibrant Dynamic Community**

- Leverage Governmental Collaboration and Cooperation
- Active Leadership to Encourage Collaboration between Organizations
- Promote Social Connectivity
- Foster Entrepreneurships and Encourage Innovation

Economic Development Authority (EDA) Goals:

County Goal 3:

Assist in the Development of Residential Housing (Rural Subdivisions, Lake Property, Hobby Farms and Multi-family Units)

County EDA Goal 5:

Expand and Foster the County Trails and the Tourism Sector

Leiferman then showed the EDA the various concepts for Clear Lake Projects. The concepts presented to the EDA potentially add parking on Old Highway 14 along the south side of the lake near Barneys Restaurant and Memorial Park and on north side of the lake along Clear Lake Drive near the Lakeside Golf course. The goal would be to increase trail use and park use, add water-oriented activities and expand business opportunities. Expanding business opportunities may require Unified Development Code amendments. He further showed excerpts from the UDC to support this corridor improvements.

**LR Code Addition-**

**Retail Specialty Uses.**

(A) Retail specialty uses may be allowed as conditional uses in the LR Limited Residential District.

(B) Retail specialty uses shall be restricted to the following uses:

- (1) Convention and exhibit hall;
- (2) Mixed use residential and commercials use;
- (3) Motel or hotel;
- (4) Restaurants including bakery and coffee shop;
- (5) Retail sales and office establishments;
- (6) Tavern, brewery, winery and/or distillery;
- (7) Parking facility; and
- (8) Water-oriented accessory structures (docks, lifts and the like); and Water-oriented commercial business.

C) Performance standards for residential specialty shops shall be as follows:

(1) The minimum lot area of each lot where a residential specialty shop is established shall be 20,000 square feet.

(2) All trash and refuse for the retail specialty use must be contained and all refuse receptacles shall be enclosed in opaque fencing at least six feet in height. Screening, in the form of shrubbery, trees or a fence, to a height of at least five feet, shall be installed along all property lines abutting a residential use.

(3) The entire front yard space shall be landscaped with grass or other natural materials, with the exception of areas needed for access drives. County Board will establish setback requirements for certain types of development.

(4) A parking plan shall be submitted which shall be approved only upon the terms and conditions as result in preservation of the character of the area related to lot coverage and screening. The County Board may consider granting a license to use the right-of-way to meet the parking requirements of certain businesses.

(5) Sizes and locations of signs for each permitted specialty retail or service business shall be set by the Waseca County Board of Commissioners.

(6) Each retail specialty use property must front on Old Highway 14, Clear Lake Drive or the East Elysian Lake Road and must abut an established commercially zoned district or a property that has been used for or located adjacent to a property used for commercial purposes since August 1, 2009.

(7) Each retail specialty use located within 200 feet of a residence or residential use not owned by retail specialty use owner, shall maintain an exterior residential appearance and character. The term “residential” shall, for purposes of this section, mean a building that has an exterior facade that is compatible and of the approximate size of the surrounding single-family houses.

(8) Business hours for retail specialty uses located within 200 feet of a residence not owned by retail specialty use owner shall be limited to 8:00 a.m. to 8:00 p.m.

Leiferman then mentioned that should the project move forward, there would be the need to:

- Limit use (lake property owners only) or eliminate the north boat landing in order to reduce aquatic species threat and expand the park (reduce impervious surfaces).
- Work with DNR on funding issues

He concluded his presentation by adding that staff will meet with Management of Lakeside and potentially the Lakeside Board to discuss the matter.

Frederick mentioned that one of the concerns with this improvement was water quality at Clear Lake and impacts of extreme rainfall on the City of Waseca’s sanitation in this area.

Lehrke asked if the proposed lake improvements would be phased. Leiferman responded the project will be implemented in conjunction with property owners and the county will work with them to invest money and the improvements will potentially be installed.

Frederick added that what Leiferman was proposing was a fine way to do the Lake Improvements, but the water quality issues need to be addressed before anything else. Leiferman responded that the Lake Association was applying for funds to remove weeds in the lake and the county provides them with funds, but he believes the quality of the lake water was improving but more testing would still need to be done.

Raimann commented that the concepts for the lake corridor improvements is a wonderful project and would love to see the project implemented.

Raimann asked if hotels will be constructed and operated along the lake. Leiferman responded the City did not have any luck with RFPs after their hotel study so that area seems muddy at this point.

## **ADJOURNMENT**

Christopherson made a motion with Benson seconding to adjourn the meeting.

Meeting adjourned at 9:30 a.m.



Waseca County Planning and Zoning Office  
300 North State Street  
Waseca, Minnesota 56093

**MEETING DATE:** May 28, 2020

**TO:** Pam Lehrke, Chairperson and  
the Waseca County Economic Development Authority (EDA)

**FROM:** Mark Leiferman, Waseca County Planning and Zoning Administrator

**SUBJECT:** Waseca County Economic Development Authority (EDA)  
Meeting - Agenda Items

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**Item 7a** – Assignment of a lease with Croell, Inc. and to Authorization of a Lease Extension

Waseca County entered into a lease agreement with Croell, Inc., an Iowa corporation to operate a concrete batch plant on a 10.6 acre parcel (PID 01.003.0150) located east of County Road 3 and south of US Highway 14 in August of 2019. Prior to the end of the term of the lease, the County (lessor) and Croell (lessee) agreed to extend the lease to allow for the agreed upon reclamation (removal of the gravel and other materials from the site). The lease was extended to June 1, 2020. Waseca County sold the site to the Waseca County Economic Development Authority (EDA) in January of 2020.

Croell is seeking a 45 day extension of the lease as appended hereto to complete the reclamation work.

**Attachments:**

- Attachment A: Lease Assignment- Waseca County to Waseca County Economic Development Authority.
- Attachment B: Second Site Lease Extension- Waseca County Economic Development Authority to Croell, Inc.
- Attachment C: Croell Bond

## **ATTACHMENT A**

### **ASSIGNMENT OF LEASE**

Waseca County to Waseca County Economic Development Authority

This Assignment of Lease is entered into by and between Waseca County, a political subdivision of the State of Minnesota ("Assignor"), and Waseca County Economic Development Authority, a body politic and corporate under the laws of the State of Minnesota ("Assignee").

#### **Background**

By a certain lease dated August 6, 2019 (the "Lease"), Waseca County ("Landlord") leased to Croell, Inc, an Iowa corporation as tenant the premises described in Exhibit "A" attached hereto (the "Premises"); and

Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations as Landlord under the Lease, with the consent of Assignor.

Therefore, in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

1. Assignor hereby assigns the Lease and all of its right, title and interest thereunder to Assignee. Assignee hereby accepts such assignment. Assignee shall have all of the rights of Assignor under the Lease including, without limitation, any option to extend the Lease or to request payment of the reclamation bond held by Waseca County.
2. Assignee hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease and any extensions thereof. Assignee shall perform all the terms, covenants and conditions of the Lease.
3. Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises after the date hereof.
4. Assignee shall not assign the Lease any further or sublet all or any portion of the Premises without the prior written consent of Landlord.

5. Except as specifically modified herein, the Lease will continue in full force and effect.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

CONSENT OF LANDLORD. Landlord hereby consents to the above Assignment and releases Assignor from all obligations and liabilities arising under the Lease after the date hereof.

IN WITNESS WHEREOF, this Assignment of Lease is executed under on this \_\_\_\_\_ day of May, 2020.

ASSIGNOR

Waseca County

\_\_\_\_\_  
Douglas Christopherson, Chairman  
Waseca County Board

\_\_\_\_\_  
Tamera J. Spooner,  
Waseca County Auditor Treasurer

ASSIGNEE

Waseca County Economic Development Authority

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Pamela J. Lehrke,  
Chairperson

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Carol Raimann,  
Secretary

## EXHIBIT "A"

All of Tract A described below:

Tract A. That part of the North Half of the Northwest Quarter of Section 3, Township 107 North, Range 24 West, shown as Parcels 17 and 18 on Minnesota Department of Transportation Right of Way Plat Numbered 81-27 as the same is on file and of record in the office of the County Recorder in and for Waseca County, Minnesota, described as follows: Commencing at Right of Way Boundary Corner B1 as shown on said Plat No. 81-27; thence southerly on an azimuth of 181 degrees 16 minutes 15 seconds along the boundary of said plat for 23.06 feet to Right of Way Boundary Corner B2; thence continue on an azimuth of 181 degrees 16 minutes 15 seconds for 294.03 feet to the point of beginning of Tract A to be described; thence continue on an azimuth of 181 degrees 16 minutes 15 seconds for 30.31 feet; thence southwesterly for 567.94 feet on a non-tangential curve, concave to the southeast, having a radius of 1121.35 feet, a delta angle of 29 degrees 01 minutes 09 seconds and a chord azimuth of 251 degrees 50 minutes 25 seconds; thence on an azimuth of 237 degrees 19 minutes 50 seconds for 925.37 feet; thence deflect to the right on a tangential curve, having a radius of 624.81 feet and a delta angle of 08 degrees 58 minutes 42 seconds for 97.91 feet; thence continue on the last described curve for 172.25 feet; thence on an azimuth of 00 degrees 53 minutes 32 seconds for 491.43 feet; thence on an azimuth of 70 degrees 53 minutes 32 seconds for 696.79 feet; thence deflect to the right on a tangential curve, having a radius of 1357.39 feet and a delta angle of 12 degrees 35 minutes 12 seconds for 298.19 feet; thence on an azimuth of 83 degrees 41 minutes 39 seconds for 143.93 feet; thence on an azimuth of 90 degrees 25 minutes 16 seconds for 465.70 feet to the point of beginning;

containing 10.41 acres, more or less;

Subject to the following restrictions and reservations:

No access shall be permitted to Trunk Highway No. 14 from the lands herein conveyed, except that access shall be permitted along the following described line: Commencing at Right of Way Boundary Corner B1 as shown on said Plat No. 81-27; thence southerly on an azimuth of 181 degrees 16 minutes 15 seconds along the boundary of said plat for 23.06 feet to Right of Way Boundary Corner B2; thence continue on an azimuth of 181 degrees 16 minutes 15 seconds for 324.34 feet to the point of beginning of the line to be described; thence southwesterly for 567.94 feet on a non-tangential curve, concave to the southeast, having a radius of 1121.35 feet, a delta angle of 29 degrees 01 minutes 09 seconds and a chord azimuth of 251 degrees 50 minutes 25 seconds; thence on an azimuth of 237 degrees 19 minutes 50 seconds for 925.37 feet; thence deflect to the right on a tangential curve, having a radius of 624.81 feet and a delta angle of 08 degrees 58 minutes 42 seconds for 97.91 feet and there terminating.

**THE ABOVE DESCRIBED REAL PROPERTY IS SUBJECT TO THE RIGHTS OF EXISTING UTILITIES, IF ANY, AS PROVIDED IN MINNESOTA STATUTES §161.45 SUBDIVISION 3.**

## ATTACHMENT B

### SECOND SITE LEASE EXTENSION WASECA COUNTY, MINNESOTA

**THIS SECOND SITE LEASE EXTENSION** (“Lease”), is entered into the \_\_\_ day of \_\_\_\_\_, 2020 and between Waseca County Economic Development Authority, a body politic and corporate under the laws of the State of Minnesota (“Landlord”), and Croell, Inc., an Iowa corporation (“Tenant”).

#### RECITALS:

- A. WHEREAS**, Waseca County and tenant entered into an agreement to lease a portion of Section 3, Township 107 North, Range 23 West (the “Property”), legally described **Exhibit A** attached hereto as depicted on **Exhibit “B”** (Leased Premises) attached hereto and incorporated herein; and
- B. WHEREAS**, the lease was set to expire on November 3, 2019; and
- C. WHEREAS**, Tenant agreed to restore the property to its original condition and the County Board agreed to extend the lease to June 1, 2020 in order to allow Tenant to restore the property to its original condition; and
- D. WHEREAS**, Waseca County has sold the leased premises to the Waseca County Economic Development Authority, a ; and
- E. WHEREAS**, the Tenant has requested a 30-day extension of the time frame to complete the restoration and the County has agreed to this extension.

**FOR GOOD AND VALUABLE CONSIDERATION**, the parties agree as follows:

1. **Leased Premises**. For purposes of this lease, Leased Premises includes that portion of the Property described in Exhibit “A as depicted in Exhibit “B” as both exhibits are attached hereto and Tenant understands the leased premises do not extend to the Potential Wetlands as depicted on Exhibit “B”.
2. **Consideration**. The Consideration for this extension shall be mutual covenants contained herein and the Restoration Security in the form of a performance bond in the sum of \$25,000 in the form appended hereto as Exhibit “C”.
3. **Term**. The second lease extension will commence will continue until July 1, 2020.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed as of the date and year first above written.

**LANDLORD:**

Waseca County Economic Development Authority

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Pamela J. Lehrke, Chairperson  
Waseca County Economic Development Authority

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Carol Raimann, Secretary  
Waseca County Economic Development Authority

**TENANT:**

Croell, Inc., an Iowa Corporatipon

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

## Exhibit "A"

### Legal Description

All of Tract A described below:

Tract A. That part of the North Half of the Northwest Quarter of Section 3, Township 107 North, Range 24 West, shown as Parcels 17 and 18 on Minnesota Department of Transportation Right of Way Plat Numbered 81-27 as the same is on file and of record in the office of the County Recorder in and for Waseca County, Minnesota, described as follows: Commencing at Right of Way Boundary Corner B1 as shown on said Plat No. 81-27; thence southerly on an azimuth of 181 degrees 16 minutes 15 seconds along the boundary of said plat for 23.06 feet to Right of Way Boundary Corner B2; thence continue on an azimuth of 181 degrees 16 minutes 15 seconds for 294.03 feet to the point of beginning of Tract A to be described; thence continue on an azimuth of 181 degrees 16 minutes 15 seconds for 30.31 feet; thence southwesterly for 567.94 feet on a non-tangential curve, concave to the southeast, having a radius of 1121.35 feet, a delta angle of 29 degrees 01 minutes 09 seconds and a chord azimuth of 251 degrees 50 minutes 25 seconds; thence on an azimuth of 237 degrees 19 minutes 50 seconds for 925.37 feet; thence deflect to the right on a tangential curve, having a radius of 624.81 feet and a delta angle of 08 degrees 58 minutes 42 seconds for 97.91 feet; thence continue on the last described curve for 172.25 feet; thence on an azimuth of 00 degrees 53 minutes 32 seconds for 491.43 feet; thence on an azimuth of 70 degrees 53 minutes 32 seconds for 696.79 feet; thence deflect to the right on a tangential curve, having a radius of 1357.39 feet and a delta angle of 12 degrees 35 minutes 12 seconds for 298.19 feet; thence on an azimuth of 83 degrees 41 minutes 39 seconds for 143.93 feet; thence on an azimuth of 90 degrees 25 minutes 16 seconds for 465.70 feet to the point of beginning;

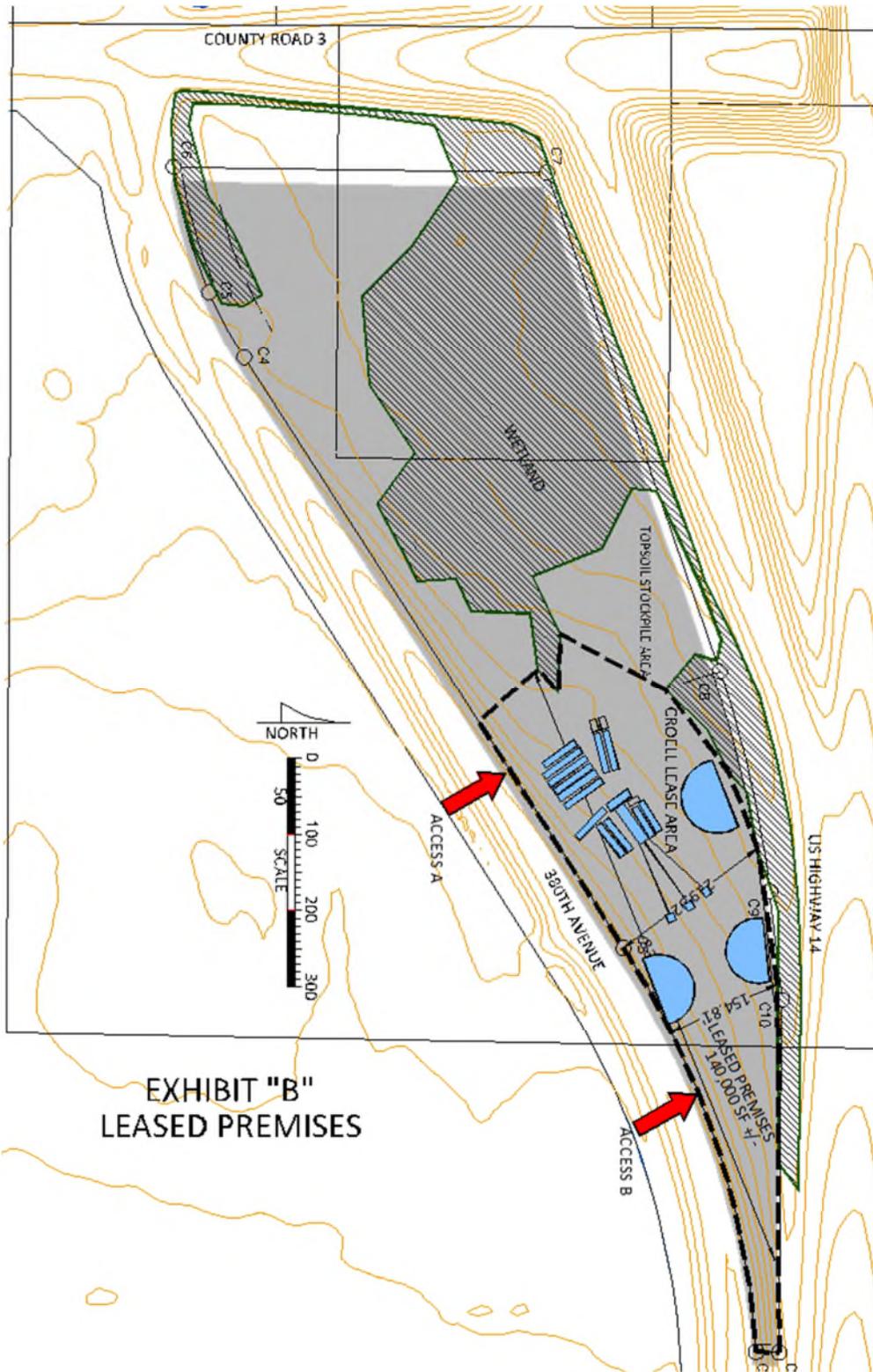
containing 10.41 acres, more or less;

Subject to the following restrictions and reservations:

No access shall be permitted to Trunk Highway No. 14 from the lands herein conveyed, except that access shall be permitted along the following described line: Commencing at Right of Way Boundary Corner B1 as shown on said Plat No. 81-27; thence southerly on an azimuth of 181 degrees 16 minutes 15 seconds along the boundary of said plat for 23.06 feet to Right of Way Boundary Corner B2; thence continue on an azimuth of 181 degrees 16 minutes 15 seconds for 324.34 feet to the point of beginning of the line to be described; thence southwesterly for 567.94 feet on a non-tangential curve, concave to the southeast, having a radius of 1121.35 feet, a delta angle of 29 degrees 01 minutes 09 seconds and a chord azimuth of 251 degrees 50 minutes 25 seconds; thence on an azimuth of 237 degrees 19 minutes 50 seconds for 925.37 feet; thence deflect to the right on a tangential curve, having a radius of 624.81 feet and a delta angle of 08 degrees 58 minutes 42 seconds for 97.91 feet and there terminating.

**THE ABOVE DESCRIBED REAL PROPERTY IS SUBJECT TO THE RIGHTS OF EXISTING UTILITIES, IF ANY, AS PROVIDED IN MINNESOTA STATUTES §161.45 SUBDIVISION 3.**

# Exhibit "B"



# ATTACHMENT C

**North American Specialty Insurance Company**  
1200 Main Street, Suite 800  
Kansas City, MO 64105

## ENDORSEMENT

### TO BE ATTACHED TO AND FORM PART OF

**Restoration Permit Bond** \_\_\_\_\_ NO. **2295641**  
(Type of Bond)  
IN FAVOR OF **Waseca County, MN** \_\_\_\_\_  
(Obligee)  
ON BEHALF OF **Croell, Inc.** \_\_\_\_\_  
(Principal)  
EFFECTIVE **October 31, 2019** \_\_\_\_\_  
(Original effective date)

**IT IS AGREED THAT**, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

1. The Surety hereby gives its consent to:

<input checked="" type="checkbox"/>	Increase the Bond Amount	X	Change the Name of the Obligee
<input type="checkbox"/>	Decrease the Bond Amount		Change the Address of the Obligee
<input type="checkbox"/>	Change the Effective Date		Change the Expiration Date
<input type="checkbox"/>	Other		

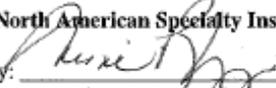
the bond as follows:

**From:** Waseca County, MN

**To:** Waseca County Economic Development Authority, a body politic and  
corporate under the laws of the State of Minnesota

2. **PROVIDED**, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed, and sealed this 19th day of May, 2020.

North American Specialty Insurance Company  
By:   
Dione R. Young, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN, CINDY BENNETT, ANNE CROWNER,

TIM McCULLOH, STACY VENN, DIONE R. YOUNG, and WENDY ANN CASEY JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of November, 2017.

North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook ss:

On this 3rd day of November, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of May, 2020.

[Signature]