

**FIRST AMENDMENT
TO
DEVELOPER'S AGREEMENT FOR
TUREK ESTATES**

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT FOR TUREK ESTATES (the "First Amendment") is made this _____ day of March 2026, by and between the City of New Prague, a Minnesota municipal corporation (the "City"), Lanesburgh Township, a municipal corporation (the "Township") and Janet Turek (the "Developer").

Recitals

A. The City, Township and the Developer executed and entered into that certain document titled "Developer's Agreement for Turek Estates" dated as of June 23, 2008 (the "Agreement"), which provides for the terms of the development of the land described in, referred to and attached to as Exhibit A to the Agreement, and referred to in the Agreement and this First Amendment as the Property.

B. Subsequent to the execution and delivery of the Agreement, the City, Township and the Developer have determined that it is necessary and desirable to make certain modifications to the Agreement in order to carry out the development activities contemplated therein.

C. In response to certain improvements required by the Agreement and ownership transitioning beyond the immediate family of the Developer, the Developer, the Township and the City have agreed to enter into this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the Agreement is hereby amended by this First Amendment in the following respects, consistent with the Agreement.

1. Incorporation of Recitals. The Recitals set forth in the preamble to this First Amendment are incorporated into this First Amendment as if fully set forth herein.

2. First Amendment Inserting a New Section 7.2 into the Agreement. A new Section 7.2 is inserted into the Agreement to read as follows:

7.2 **Street Section** – Developer, City and Township agree and understand that the Township has established minimum specifications for the construction of new township roads, such specifications require a paved bituminous surface meeting 9-ton standards. The township has agreed to an exception, contrary to the normal minimum specifications of paving, to allow an existing shared gravel driveway between the home on Lot 1, Block 1, Turek Estates 2nd Addition (1093 15th Street SW) and the home on Lot 2, Block 2, Turek Estates (1097 15th Street SW) to be used for ingress and egress to each respective home. The owner of Lot 2, Block 2, Turek Estates will be responsible for maintenance and upkeep of the driveway unless otherwise agreed to in a shared driveway agreement between the two property owners. Required roadway improvements are delayed until any additional homes are proposed to be constructed within the plat of Turek Estates or Turek Estates 2nd Addition.

3. Effect on the Agreement. Any other terms, agreements, requirements or conditions contain in or required by the Agreement shall remain in effect and any such other terms, agreements, requirements or conditions of the Agreement that are required to be modified to be consistent with this First Amendment shall be appropriately modified and revised to be in accordance with the terms of this First Amendment, with any such required modification or revision constituting a necessary condition of the approval of this First Amendment. Except as specifically amended herein, the Agreement remains unaltered and in full force and effect.

4. Recording of First Amendment. The City may record this First Amendment and any amendments thereto with the Le Sueur County Recorder. The Developer shall pay all costs for recording and shall pay all costs of preparing this First Amendment and any other costs associated with implementing this First Amendment.

[The remainder of this page to remain intentionally blank.]

IN WITNESS OF THE ABOVE, the parties have caused this First Amendment to be executed on the date and year written above.

CITY OF NEW PRAGUE

By: _____
Charles L. Nickolay, Mayor

By: _____
Joshua M. Tetzlaff, City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this _____ day of March, 2026, by Charles L. Nickolay and Joshua M. Tetzlaff, the mayor and city administrator, respectively, of the City of New Prague, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

LANESBURGH TOWNSHIP

By: _____
Supervisor

By: _____
Clerk

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

The foregoing instrument was acknowledged before me this _____ day of March, 2026, by _____ and _____, the supervisor and clerk, respectively, of Lanesburgh Township, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

