

Committee Report

Metropolitan Parks and Open Space Commission



.....
Community Development Committee Meeting: August 15, 2022 **For the Metropolitan Council:** August 24, 2022
.....

Business Item: 2022-213

Park Acquisition Opportunity Fund Award, North Creek Greenway Regional Trail (Magellan), Dakota County

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$532,720 to Dakota County to acquire the 2.23-acre Magellan property located at 6321 150th Street West, Apple Valley, for North Creek Greenway Regional Trail.
2. Authorize the Executive Director of Community Development to execute the grant agreement and restrictive covenant on behalf of the Council.

Summary of Metropolitan Parks and Open Space Commission Discussion/Questions

Emmett Mullin, Regional Parks Manager, presented the staff report to the Metropolitan Parks and Open Space Commission on August 4, 2022. Al Singer, Dakota County Land Conservation Manager, was in attendance and responded to questions.

Commissioner Cecily Harris asked about the shape of the trail parcel. Mr. Singer responded that the County plans to construct a tunnel under County Road 42, so the end of the parcel needs to be wider. Commissioner Jeremy Peichel asked if there will be enough space for trail amenities along this parcel, and Mr. Singer said there could be depending on negotiations with the adjacent Menards.

Chair Tony Yarusso asked why the purchase agreement price differs from the grant request amount, and Mr. Singer responded that the landowner is requiring a fence be installed on the edge of their remaining property for safety reasons. The County is paying for the fence, which is part of the purchase agreement, but is not part of the grant as it is not an eligible cost.

A quorum of the Commission was not present; however, among the four Commissioners present there was a consensus to move this item forward to the Community Development Committee.

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: August 15, 2022 For the Metropolitan Council: August 24, 2022

Business Item: 2022-213

Park Acquisition Opportunity Fund Award, North Creek Greenway Regional Trail (Magellan), Dakota County

District(s), Member(s):	District H, Todd Kemery District 16, Wendy Wulff
Policy/Legal Reference:	Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; 2040 <i>Regional Parks Policy Plan</i> , Chapter 4, Siting and Acquisition Policy- Strategy 1; Chapter 5, Planning Policy- Strategy 1; Chapter 8, Finance Policy- Strategy 7. FM 15-2 Grant/Loan Approval Policy, FM 14-2 Expenditures for the Procurement of Goods and Services Policy.
Staff Prepared/Presented:	Jessica Lee, Senior Planner, 651-602-1621
Division/Department:	Community Development / Regional Planning

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$532,720 to Dakota County to acquire the 2.23-acre Magellan property located at 6321 150th Street West, Apple Valley, for North Creek Greenway Regional Trail.
2. Authorize the Executive Director of Community Development to execute the grant agreement and restrictive covenant on behalf of the Council.

Background

Regional Park Implementing Agency (Agency) and Project Request

Dakota County requested a Park Acquisition Opportunity Fund (PAOF) grant on May 18, 2022, to fund the acquisition of a 2.23-acre property for North Creek Greenway Regional Trail. The application needed minor revisions and was resubmitted on June 8, 2022. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3.

North Creek is a tributary of the Vermillion River that connects Eagan, Apple Valley, Lakeville, Farmington, and Empire Township. The North Creek Greenway Regional Trail is a planned trail with some currently open segments that will follow North Creek and eventually connect Lebanon Hills to the Vermillion River and Whitetail Woods Regional Park (see Exhibit 1, Figures 2 and 3).

Subject Property

The subject 2.23-acre property is within the Council-approved boundary of North Creek Greenway Regional Trail. The property is undeveloped and will be maintained as a trail corridor.

Park Acquisition Opportunity Fund (PAOF)

The Council's Park Acquisition Opportunity Fund (PAOF) Program provides funding to purchase property and easements via two state sources: the Parks and Trails Legacy Fund (PTLF) and the Environment and Natural Resources Trust Fund (ENRTF). The Council contributes by matching every \$3 in state funds with \$2 in Council funds. The \$3 to \$2 match is required at the program level, not the individual project level.

State and Council funds contribute up to 75% of the purchase price and eligible costs; the Regional Park Implementing Agency (Agency) contributes the remaining 25% as local match.

Project Budget

The appraised value of the property is \$633,200, and the Seller has agreed to a purchase amount of \$681,782, which is 107.7% of the appraised total value. Council policy allows for grants up to 110% of the certified appraised value. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, taxes, appraisal, environmental assessments, and stewardship is \$710,293 as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$681,782
Stewardship	\$0
Appraisal, legal fees, taxes, closing costs	\$23,387
Environmental assessments	\$5,124
Total Costs	\$710,293
Grant structure	
Grant amount	\$532,720
Local match	\$177,573

Acquisition Details

This is a straightforward, fee simple transaction.

Rationale

Council staff conduct the review of each PAOF request on a first-come-first-served basis under the following standards:

- the proposed acquisition complies with state statute and Council policy
- all necessary documentation for the acquisition is in place
- the appraisal is reasonable and appropriate

This acquisition is consistent with:

- *The 2040 Regional Parks Policy Plan*
 - Planning Policy Strategy 1 requires that before an Agency can receive a grant for acquisition, the proposed project must be consistent with a Council-approved master plan. The Council approved the North Creek Greenway Regional Trail master plan in 2012. The proposed acquisition is within the boundaries of the approved master plan.
 - Siting and Acquisition Strategy 1 prioritizes the acquisition of lands with natural resource features, access to water, and/or restoration potential for the Regional Parks System. The subject property is necessary to complete the North Creek Greenway Regional Trail, several portions of which are a habitat corridor connecting high-quality natural areas, including Lebanon Hills Regional Park and the Vermillion River.
 - Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park lands and matching every \$3 in state funds with \$2 in Council bonds.

- The Parks and Trails Legacy Fund

Thrive Lens Analysis

This request is consistent with *Thrive MSP 2040's* Livability and Stewardship outcomes. The Council's investment in North Creek Greenway Regional Trail will provide additional access to nature and the outdoors and enhance quality of life.

Funding

The Council will fund the 75% share with Parks and Trails Legacy Fund and Council funds. The PAOF program has available funds in the Council's Authorized Capital Program.

Dakota County will provide a local match of \$177,573.

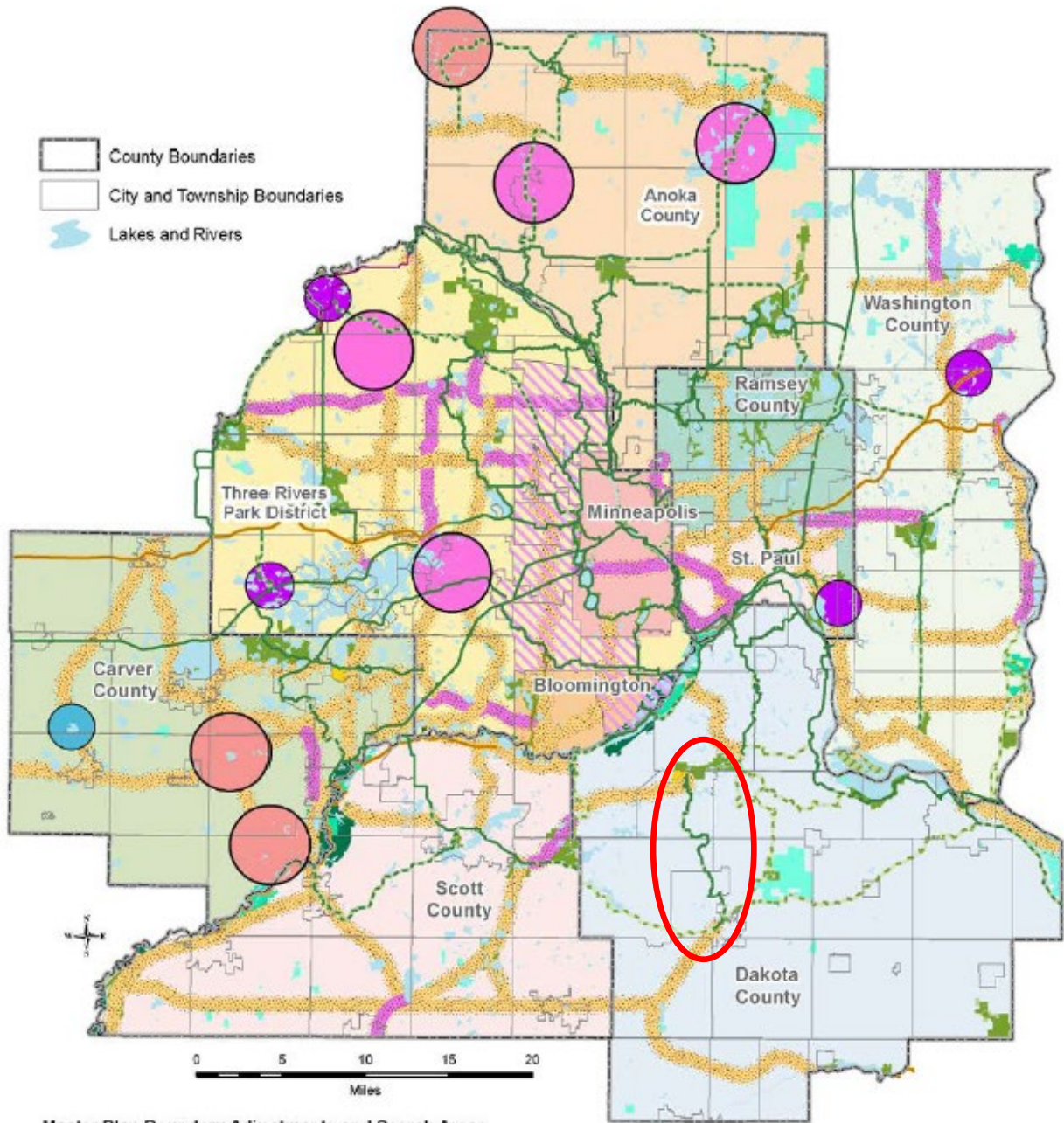
Exhibit List

- Exhibit 1: Images
- Exhibit 2: Grant request letter
- Exhibit 3: Grant application
- Exhibit 4: Appraisal excerpt
- Exhibit 5: Board approval to purchase property
- Exhibit 6: Purchase agreement



Exhibit 1 – Images

Figure 1. Map of the Regional Parks System and the North Creek Greenway Regional Trail (circled in red)



Master Plan Boundary Adjustments and Search Areas

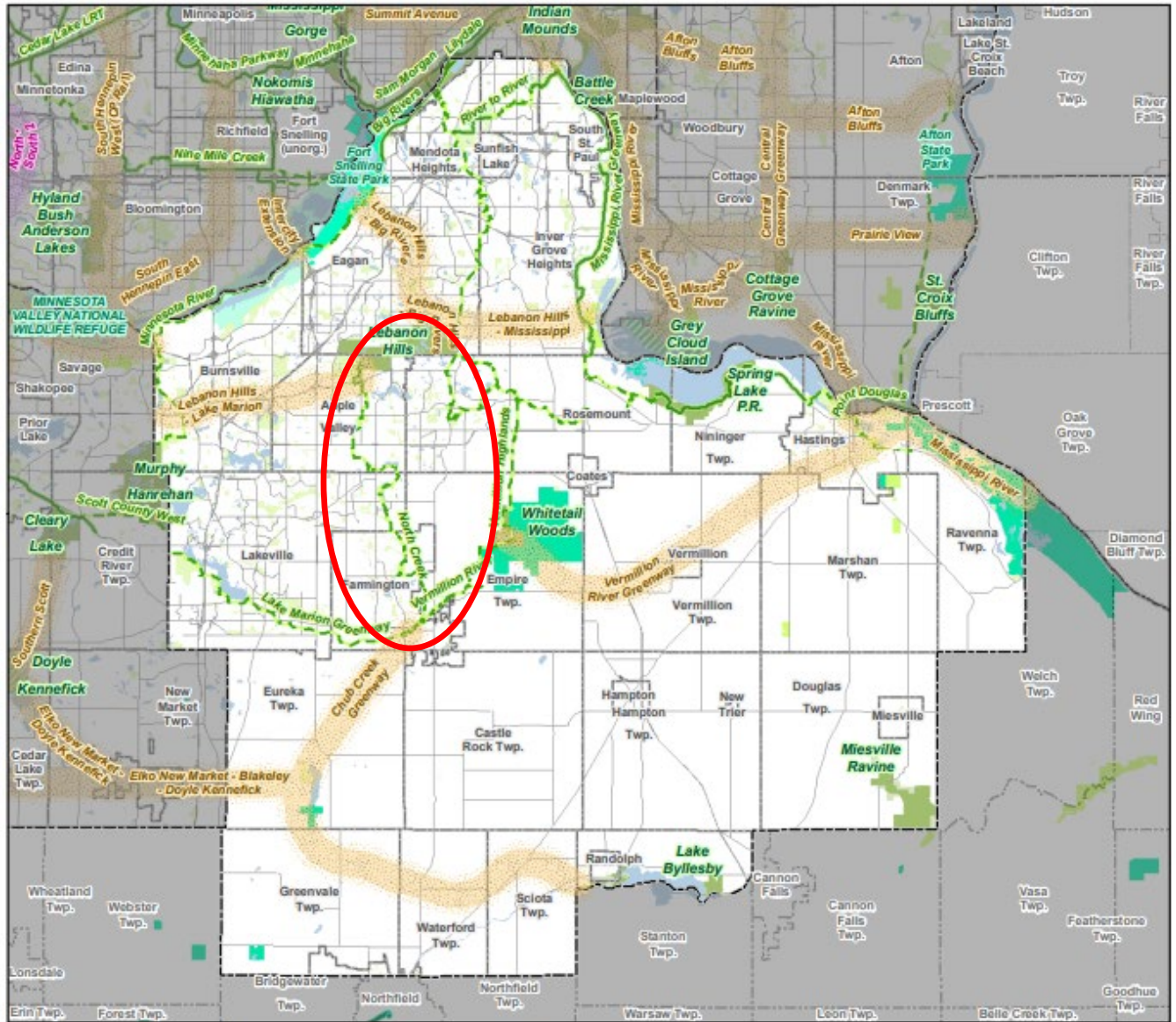
- | | |
|---|---|
| Existing: | 2020 Amendment: |
| Boundary Adjustment | Boundary Adjustment |
| Park Search Area | Park Search Area |
| | First-Ring City Bridging Facility Search Area |
| 2020 Amendment Regional Trail Search Corridor | |
| Regional Trail Search Corridors | |

- Regional Trails (Open to the Public)
- Regional Trails (Not Open to the Public)
- State Trails
- Regional Trail Planned (Not Open to Public)
- Regional Parks (Open to the Public)
- Regional Parks (Not Open to the Public)
- Planned Parks (Not Open to the Public)
- State Wildlife Management Areas
- State Parks
- MN Valley National Wildlife Refuge
- Minnesota Valley State Trail and Recreation Area
- Special State Recreation Features



Figure 2. Map of Dakota County and the North Creek Greenway Regional Trail (circled in red)

Regional Parks System Dakota County



Regional Parks

- Existing
- In Master Plan
- ▨ Planned Parks and Reserves

Regional Trails

- Existing Regional Trails
- - - Planned Regional Trails
- Regional Trail Corridor Land

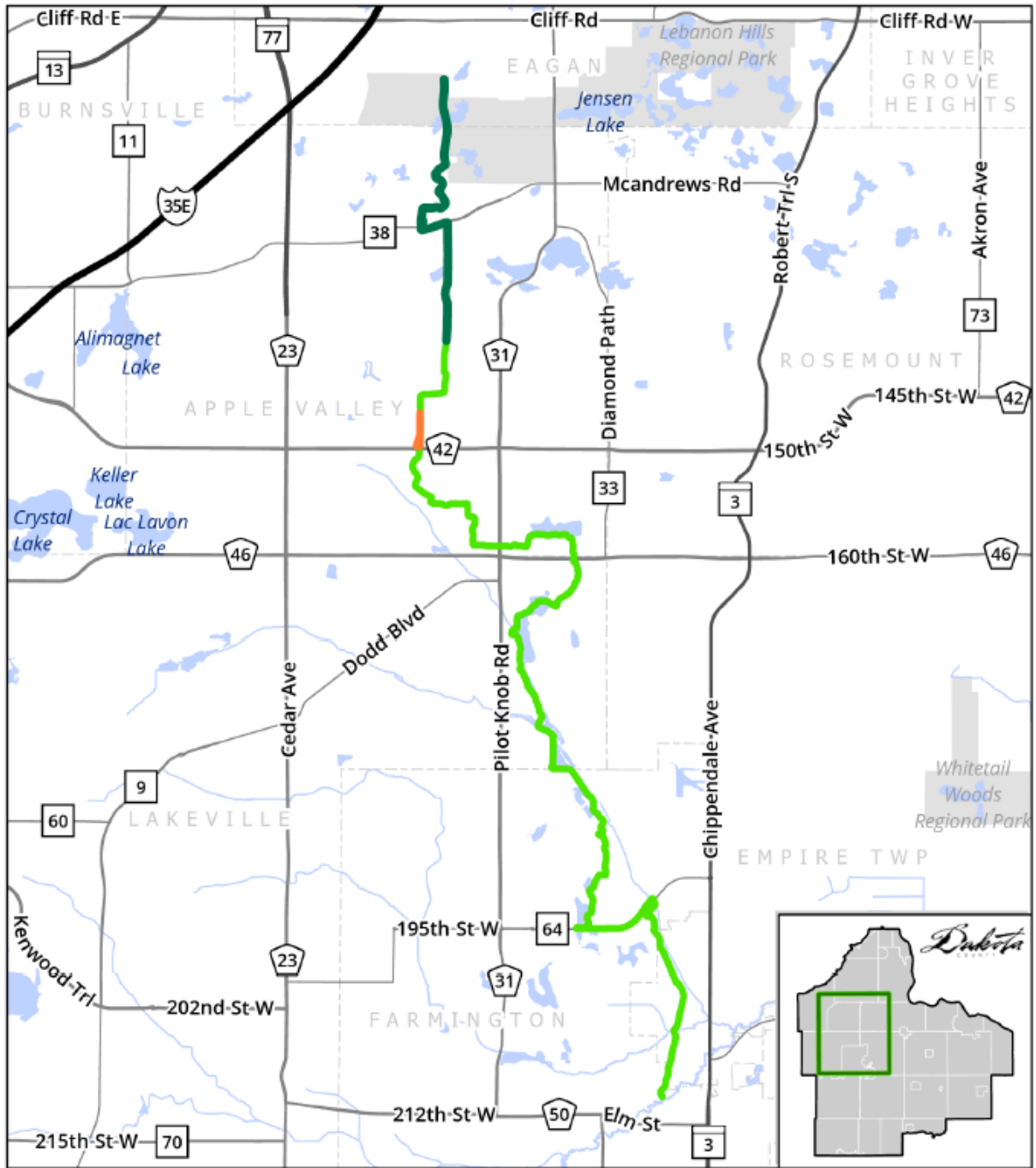
Regional Park Search Areas and Regional Trail Search Corridors

- Boundary Adjustments
- Search Areas
- ▨ Regional Trail Search Corridors
- ▨ Regional Trails - 2040 System Additions

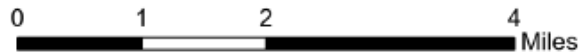
- Minnesota Valley National Wildlife Refuge
- State Parks
- State Wildlife Management Areas (Publicly Accessible)
- Scientific and Natural Areas (SNA)
- Other Parks and Preserves
- Existing State Trails
- Street Centerlines (NCompass)
- Lakes and Major Rivers

Figure 3. North Creek Greenway Regional Trail map with the Magellan property in orange

North Creek Greenway



- Fee Title Acquisition (2.2 acres)
- County Maintained Greenway
- Planned/Future Greenway



Metropolitan Council

Figure 4. Aerial map showing the location of the Magellan property in orange



- Parcels
- Fee Title Acquisition (2.2 acres)

0 100 200 400 Feet

Aerial Photo: Fall 2021



Exhibit 2: Grant request letter



June 7, 2022

Jessica Lee
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

Physical Development Division

Dakota County
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 5 5124

952-891-7000
Fax 952-891-7031
www.dakotacounty.us

Environmental Resources

Land Conservation
Groundwater Protection
Surface Water
Waste Regulation
Environmental Initiatives

Office of Planning

Operations Management

Facilities Management
Fleet Management
Parks

Transportation Department

Highways
Surveyor's Office
Transit Office

Dear Jessica:

Dakota County requests Metropolitan Council consideration for authorizing a \$532,132.94 Acquisition Opportunity Fund (AOF) grant to Dakota County for the purchase of the 2.23-acre Magellan Pipeline Company L.P. (Magellan) property for a segment of the North Creek Regional Greenway.

The Master Plan for the 14-mile long North Creek Regional Master Plan between Lebanon Hills Regional Park in Eagan and Apple Valley and Whitetail Woods Regional Park in Empire Township was approved by the Dakota County Board of Commissioners on October 18, 2011, and by the Metropolitan Council on January 25, 2012. County staff worked with design and engineering staff and Magellan on the design of a new greenway tunnel beneath County Road 42 and a one-third mile-long trail segment between County Road 42 and 147th Street West. Based on this design, the County completed, reviewed and accepted an independent appraisal to substantiate the purchase price and successfully negotiated the purchase price with Magellan.

The Dakota County Board of Commissioners authorized acquisition of the Magellan property and submission of an AOF grant request at its January 18, 2022, meeting by Resolution No. 22-049. The County executed the purchase agreement with Magellan on April 20, 2022.

This AOF grant request is based on the following estimated expenses:

Expense	Amount
Purchase Price	\$681,000.00
City Platting	\$6,377.00
Estimated Closing Costs and Title Insurance	\$3,000.00
Appraisals	\$4,900.00
PILT (1.8 x \$1,957.87 of City of Apple Valley Property Tax)	\$3,623.44
Phase I and Phase II Environmental Assessments	\$5,123.55
Pro-rated Property Tax (five months)	\$5,486.59
Total	\$709,510.58
75 percent of total	\$532,132.94
25 percent of total	\$177,377.64

Thank you for considering this request.

Sincerely,

Handwritten signature of Niki Geisler in black ink.

Niki Geisler, Director
Operations Management-Parks

Handwritten signature of Al Singer in black ink.

Al Singer, Land Conservation Manager
Environmental Resources

Enc.

cc: Taud Hoopingarner, Operations Management Director
Tara Zgoda, Financial Analyst

Exhibit 3: Grant application



[Menu](#) | [Help](#) | [Log Out](#)

[Back](#) | [Print](#) | [Add](#) | [Delete](#) | [Edit](#) | [Save](#)

Application

Instructions

Print to PDF will convert the application plus any PDF attachments into a single PDF file. **Release for Review** will change the status of the application to Under Review and move it on to the evaluation process. **Negotiation** will allow you to unlock one or more sections of the application and route the application back to the applicant for further editing. **Annotations** allow internal staff to add notes that are visible to internal staff only and possibly also reviewers if they have a special security privilege. The applicant cannot see these notes. **Versions** will display all component versions that were created as a result of the negotiation process. **Feedback** allows staff to enter feedback about the application to the applicant. The feedback text will appear at the bottom of the application and will be visible to anyone who has access to the application. **Withdraw** changes the status of the application to Withdrawn and removes the app from the evaluation process.

Application Details

[Map](#) | [Print to PDF](#) | [Negotiation](#) | [Annotations\(0\)](#) | [Versions](#) | [Feedback](#) | [Withdraw](#)

17132 - 2022 Park Acquisition Opportunity Fund Program - Final Application

17854 - Acquisition of Magellan property for North Creek Regional Greenway in Dakota County Parks Grants Acquisition

Status: Under Review

Original Submitted Date: 05/18/2022 12:07 PM
Last Submitted Date: 06/08/2022 8:55 AM

Applicant Information

Primary Contact:

Name:* Mr. Jeffrey J Bransford
Pronouns First Name Middle Name Last Name

Title:* Senior Parks Management Specialist

Department: Parks

Email:* jeff.bransford@co.dakota.mn.us

Address:* 14950 Galaxie Ave

*** Phone:*** Apple Valley Minnesota 55124
City State/Province Postal Code/Zip
952-891-7168 Phone Ext.

Fax:

What Grant Programs are you most interested in?* Regional Parks Bonding Grants

Organization Information

Name:* DAKOTA COUNTY

Jurisdictional Agency (if different):

Organization Type: County Government

Organization Website:

Address:* PARKS
14955 GALAXIE AVE

*** County:*** APPLE VALLEY Minnesota 55124
City State/Province Postal Code/Zip
Dakota

Phone:*

952-891-7991

Ext.

Fax:

PeopleSoft Vendor Number

0000026855A13

Project description

PAOF grants are limited to a single park or trail. Do not mix properties from more than one park or trail on a single request.

Park or trail name North Creek Greenway RT-Dakota County

Master plan

An acquisition request will not be considered complete until the property is included in a Council-approved master plan.

Is the project consistent with a Council-approved master plan? Yes

If yes, name of master plan and date of Council approval

North Creek Greenway Master Plan

01/25/2012

Name of master plan

Council approval date - Format: mmddyyyy (Do not enter any punctuation.)

If no, has a master plan amendment been submitted to the Council for review and approval?

Acquisition method

Acquisition method Fee title

If the acquisition method is anything other than routine, provide more detail.

This question seeks a general description of the acquisition method - is this a routine purchase, or does it involve a land donation, park dedication fees, condemnation, or some combination? Please use this space to describe the overall acquisition project.

Routine purchase to accommodate regional trail grade-separated crossing of county highway.

Does this acquisition involve eminent domain? No

Eminent domain

If eminent domain is being used:

(1) you must upload a copy of the notice your Agency provided to the Council that the petition to the Court was filed.

(2) Include documentation of your governing body's authorization (on the Other Acquisition Attachments web page).

When was the Council notified of your intention to use eminent domain?

Date the petition was filed.

Settlement date

Public domain

Note that ENRTF funding cannot be used for acquisitions of property already in the public domain unless a minimum of 12 LCCMR commissioners approve the transaction. If this is a public domain acquisition and if you propose using ENRTF, be sure your closing schedule accommodates planning to be included on a future LCCMR agenda.

Is any portion of the property currently in the public domain? No

If yes, describe/name the entity and the portion of the property it owns, as well as why this public-to-public transfer is necessary.

Closing date

The Council will process all acquisition requests expeditiously, but we do not guarantee that the approval process will be completed to meet your requested closing date. This date will be considered an estimate only. However, the acquisition must be completed during the standard one-year grant term unless prior approval is obtained from the Council or the grant term is amended.

Estimated closing date 09/30/2022
Format: mmddyyyy (Do not enter any punctuation.)

Type of agreement Purchase Agreement
i.e., purchase agreement, offer letter, etc.

Date agreement expires 09/30/2022
Format: mmddyyyy (Do not enter any punctuation.)

Relocation costs

Payment of relocation costs is required by both state and federal law, unless the seller waives those rights. Please consult with Agency attorneys to determine applicability for this acquisition. If the seller has waived relocation rights, you must upload an executed copy of the waiver.

Does the requested grant amount No

include relocation costs?

Appraisal

The appraisal must have an effective date within one year of the date the purchase agreement is signed. The appraisal **MUST** list the Metropolitan Council as an intended user, and the intended use must include "negotiation and grant reimbursement."

Appraisal effective date 05/18/2021
Appraised value \$633,200.00
Amount being offered the seller (net of closing and other costs) \$681,782.00 107.67%
% of appraised value

Who performed the appraisal? Valbridge Property Advisors

Who contracted for the appraisal (i.e., was it done at arms' length)? Dakota County

Survey

Was a survey done? Yes

Quality of natural resources - is the property...

...undeveloped? Yes
Fully Partially
...wooded? Yes
Fully Partially
...shoreline? Partially
Fully Partially

Describe the existing natural resources it contains

Mostly wooded. No remarkable natural resource features.

Known opposition

Is the Agency aware of any opposition to this acquisition? No

If yes, explain:

Encumbrances

To your knowledge, are there any current or anticipated assessments or liens on property? No

If yes, describe.

Are there easements or other encumbrances on any part of the property? No

If yes, describe

Clear title

To your knowledge, does the current owner have clear title to the property? Yes

If not, what must be done to clear the title, and when will that be completed?

Suggested funding source

For guidance, see the PAOF rules in the 2040 Regional Parks Policy Plan at <http://metro council.org/Parks/Publications-And-Resources/POLICY-PLANS/2040-Regional-Parks-Policy-Plan.aspx>; for ENRTF fee title acquisition project requirements, see http://www.lccmr.leg.mn/pm_info/enrtf_fee-title-acquisition-project-requirements.pdf

The Council will review your project specifics and work with you to determine the optimal funding source(s).

Anticipated funding source PTLF Legacy / Council match
Select as many as apply

Funding source comments, if desired

Purchase price is over 100% of the appraised value, thus PTLF

Structures currently on the property

Does the property contain ANY No

Local match

Source of local match

County funds

Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Georg Fischer	Physical Development Director	
TBD/LEAVE BLANK	Assistant County Attorney	Yes

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$681,782.00	\$306,802.00	\$204,535.00	\$170,445.00
Appraisal expenses				
Appraisal	\$4,900.00	\$2,205.00	\$1,470.00	\$1,225.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$2,597.00	\$1,169.00	\$779.00	\$649.00
Phase II environmental site assessment	\$2,527.00	\$1,137.00	\$758.00	\$632.00
Environmental contamination remediation	\$0.00	\$0.00	\$0.00	\$0.00
Holding expenses				
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Land stewardship	\$0.00	\$0.00	\$0.00	\$0.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$5,487.00	\$2,469.00	\$1,646.00	\$1,372.00
Legal services and closing costs	\$3,000.00	\$1,350.00	\$900.00	\$750.00
Property tax equivalency payment-473.341	\$3,623.00	\$1,630.00	\$1,087.00	\$906.00
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$0.00	\$0.00	\$0.00	\$0.00
Title insurance	\$0.00	\$0.00	\$0.00	\$0.00
Well disclosure statement	\$0.00	\$0.00	\$0.00	\$0.00
Other holding	\$6,377.00	\$2,870.00	\$1,913.00	\$1,594.00
Other expenses				
Other expenses	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$710,293.00	\$319,632.00	\$213,088.00	\$177,573.00

Total Estimated Acquisition Costs

Totals	Total acquisition cost	Total paid with state funds	Total paid with metro funds	Total paid by agency	Total grant amount
Total Estimated Acquisition Cost (calculated after costs above are entered)	\$710,293.00	\$319,632.00	\$213,088.00	\$177,573.00	\$532,720.00

Required Attachments - Acquisition

Attachment	Description	File Name	Type	File Size
SECTION 1 - All of the following are required to BEGIN review unless otherwise indicated				
1.0 Grant request letter (REQ'D)	REVISED 06/08/2022, removing \$80,000 fence allowance	Magellan AOF 1.0 Grant Request Letter.doc	doc	68 KB
2.0 Master plan documentation (REQ'D)	Master plan documentation	2 - master plan documentation.pdf	pdf	312 KB

3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	Board action	3 - authorizing board action.pdf	pdf	87 KB
4.0 Signed purchase agreement/instrument (REQ'D)	PA	4 - signed purchase agreement.pdf	pdf	829 KB
5.1 Appraisal report (REQ'D)	report	5.1 - appraisal report.pdf	pdf	4.1 MB
5.2 Appraisal review report (NOT req'd)	review report	5.2 - appraisal review.pdf	pdf	147 KB
5.3 Client's instructions to appraiser (REQ'D)	instructions	5.3 - client instrucionts to appraiser (rfp).pdf	pdf	329 KB
5.4 Title documentation (Req'd before finalization)				
6.1 Phase I ESA (if land may be contaminated or have abandoned wells)	phase 1	6.1 Phase I ESA.pdf	pdf	57.6 MB
6.2 Phase II environmental assessment report (required if indicated in Phase I)	phase 2	6.2 - Phase II ESA.pdf	pdf	5.6 MB
7.0 Survey report (NOT req'd)	survey	7 - survey and plat.pdf	pdf	1.5 MB
8.0 Legal description in Microsoft Word that includes PIDs and, if available, address	legals	8 - legal description.doc	doc	27 KB
9.0 Land stewardship plan	stewardship plan	9 - stewardship plan.pdf	pdf	753 KB
10.0 Relocation description and estimated costs OR signed waiver of relocation rights				
SECTION 2 - Condemnation only - all required for eminent domain				
11.1 For condemnations, copy of notice to Council advising court filing				
11.2 Condemnation or administrative settlement				
11.3 Documentation of when petition was filed with court				
SECTION 3 - Matching grant				
12.0 If this grant will serve as match to another grant, copy of other grant is required				
SECTION 4 - Required images & GIS information				
13.1 Aerial photo showing park/trail boundary with parcel overlay (REQ'D)	aerial map	13.1 - aerial map.pdf	pdf	229 KB
13.2 For trails, parcel map showing trail route (Required for trails)	alignment	13.2 - trail alignment.pdf	pdf	1.3 MB
13.3 Image documenting location of property within RPS unit (REQ'D)	map	13.3 - greenway map.pdf	pdf	317 KB
13.4 GIS shape-file for property (REQ'D)	shapefile	13.4 - shapefile.zip	zip	2 KB
SECTION 5 - Invoices				
14.1 Invoices: State deed tax or conservation fee (REQ'D)				
14.2 Invoices: Current property tax statement with pro-rated share of tax due (REQ'D)	tax statement	14.2 - property tax statement.pdf	pdf	114 KB
14.3 Invoices: Tax equivalency payment (REQ'D)				
14.4 Invoices: Phase 1 environmental assessment (Required if claimed in application)	phase 1 invoices	14.4 - Phase I ESA invoices.pdf	pdf	289 KB
14.5 Invoices: Phase II environmental assessment (Required if claimed in application)	phase 2 invoices	14.5 - Phase II ESA invoices.pdf	pdf	153 KB
14.6 Invoices: Appraisal (Required if claimed in application)	appraisal invoice	14.6 - appraisal invoice.pdf	pdf	1.2 MB
14.7 Invoices: Appraisal review invoice (Required if claimed in application)	appraisal review invoice	14.7 - appraisal review invoice.pdf	pdf	96 KB
14.8 Invoices: Title insurance (Required if				

claimed in application)

SECTION 6 - Estimated costs

- 15.1 Estimated costs: Itemized ESTIMATE of closing costs itemized closing costs **15.1 - itemized closing costs.pdf** pdf 53 KB
- 15.2 Estimated costs: Land stewardship
- 15.3 Estimated costs: Minimal access development
- 15.4 Estimated costs: Other (NOT req'd)

Additional attachments

[Return to Top](#)

Summary of Salient Facts

Basic Information

Property Name:	Magellan Property
Address:	6321 150th Street West
City:	Apple Valley
State:	MN
Zip Code:	55124
County:	Dakota
Property Ownership Entity:	Magellan Pipeline Company LP
Report Type:	Appraisal
Property Rights Appraised:	Fee Simple
Date of Property Tour:	5/18/2021
Date of Report:	6/21/2021
Date of Value:	5/18/2021

Site Information

	<u>Before</u>	<u>After</u>
Land Use Type:	Industrial	Industrial
Land Area SF:	2,047,888	1,950,662
Land Area Acres:	47.013	44.781
Site Utility:	Average	Average
Site Topography:	Basically level	Basically level
Site Shape:	Rectangular	Rectangular
Lot Location:	Corner	Corner
Frontage:	Average	Average
Access:	Above Average	Above Average
Visibility:	Above Average	Above Average
Utilities Available:	All available at site	All available at site

Building Information

Type of Building Improvements:	Pipeline Related Improvements
Number of Buildings/Structures:	Multiple

Municipal/Legal/Assessment Information

Assessing Authority:	Dakota County
Assessor's Parcel ID Number:	01-46950-01-010
Current Assessor's Estimated Market Value (Payable 2022):	
Land:	\$4,300,600
Building:	<u>\$4,533,100</u>
Total:	\$8,833,700
Zoning Authority:	Apple Valley
Current Zoning Designation:	I-2 - General Industrial
Land Use Plan Designation (2040):	Industrial

Highest and Best Use Summary, As Vacant

Before Acquisition: Commercial and/or Industrial use
 After Acquisition: Commercial and/or Industrial use

Value Conclusions

Valuation Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - 'Before'	Fee Simple	May 18, 2021	\$13,311,300
Market Value - 'After'	Fee Simple	May 18, 2021	\$12,678,100
Difference Between Before & After Values			\$633,200

Breakdown of Damages

Acquisition	Use / Description	Area	Damages
Fee Acquisition	Public trail & park-related use	97,226 SF (2.232 acres)	\$632,000
Site Improvements	Property markers		\$1,200
Difference Between Before & After Values			\$633,200

Exhibit 5: Board approval to purchase property

**BOARD OF COUNTY COMMISSIONERS
DAKOTA COUNTY, MINNESOTA**

January 18, 2022

Resolution No. 22-049

Motion by Commissioner Hamann-Roland

Second by Commissioner Slavik

Authorization To Acquire Regional Greenway Corridor From Magellan Pipeline Company L.P. For North Creek Greenway In Apple Valley

WHEREAS, by Resolution No. 11-516 (October 18, 2011), the Dakota County Board of Commissioners approved the North Creek Regional Greenway (Greenway) Master Plan; and

WHEREAS the 14-mile long Greenway connects Lebanon Hills Regional Park in Eagan and Apple Valley with Whitetail Woods Regional Park in Empire Township; and

WHEREAS, the Magellan Pipeline Company L.P. (Magellan) owns 47 acres of property in the City of Apple Valley; and

WHEREAS, the County has determined through the design process that it will require 2.23 acres to construct a trail and tunnel beneath County Road 42 as a new segment of the Greenway; and

WHEREAS, an independent appraisal was completed by the County for the Magellan property and was reviewed and approved by County staff; and

WHEREAS, Magellan is willing to sell the 2.23-acre property for the \$681,800 appraised value; and

WHEREAS, Magellan also requires payment for a new chain link fence between the public trail and their petroleum storage and distribution facilities and the total estimated cost to acquire property from Magellan, including the estimated cost for fencing, platting and closing, is \$781,800; and

WHEREAS, this acquisition project is eligible for 75 percent reimbursement for property costs through the Metropolitan Council (MC) Acquisition Opportunity Fund (AOF) and would require an Agreement and Restrictive Covenant with the MC regarding use and future sale of the property and allowance for future regional wastewater sewer facilities; and

WHEREAS the Physical Development Director is required to sign the purchase agreement to acquire the Magellan property; and

WHEREAS, the 2022 Parks Capital Improvement Program (CIP) budget includes adequate fund balance for County match of MC AOF requests; and

**STATE OF MINNESOTA
County of Dakota**

	YES		NO
Slavik	<u> X </u>	Slavik	_____
Gaylord	<u> X </u>	Gaylord	_____
Halverson	<u> X </u>	Halverson	_____
Atkins	<u> X </u>	Atkins	_____
Workman	<u> Absent </u>	Workman	_____
Holberg	<u> X </u>	Holberg	_____
Hamann-Roland	<u> X </u>	Hamann-Roland	_____

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 18th day of January 2022, now on file in the County Administration Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 18th day of January 2022.



Clerk to the Board

WHEREAS, the final acquisition costs of the Magellan property will be determined after the settlement statement is finalized and all associated acquisition expenses have been invoiced.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the expenditure of up to \$781,800, including an estimated \$80,000 for fencing, \$15,000 for platting costs, and \$5,000 in closing costs, to acquire the 2.23-acre Magellan property in the City of Apple Valley; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the purchase agreement to acquire 2.23 acres from Magellan, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the submission of an AOF grant request to the MC for acquisition of the Magellan property and associated costs; and

BE IT FURTHER RESOLVED, That the County Board Chair is authorized to execute an Agreement and Restrictive Covenant with the MC regarding use and future sale of the property and allowance for future regional wastewater sewer facilities, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That following acquisition of the Magellan property, staff will submit the necessary forms and documentation to the MC to receive approximately \$571,350 of reimbursement funds which will be returned to the 2022 Parks CIP.

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	<u> X </u>	Slavik	<u> </u>
Gaylord	<u> X </u>	Gaylord	<u> </u>
Halverson	<u> X </u>	Halverson	<u> </u>
Atkins	<u> X </u>	Atkins	<u> </u>
Workman	<u> Absent </u>	Workman	<u> </u>
Holberg	<u> X </u>	Holberg	<u> </u>
Hamann-Roland	<u> X </u>	Hamann-Roland	<u> </u>

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 18th day of January 2022, now on file in the County Administration Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 18th day of January 2022.



Clerk to the Board

Exhibit 6: Purchase agreement

Dakota County Contract #C0035291

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement, made and entered into on the 20th day of APRIL, 2022, is by and between Magellan Pipeline Company L.P. having an address at One Williams Center, OTC-8, Tulsa OK 74121 (hereinafter called the "Seller"), and the County of Dakota, a political subdivision of the State of Minnesota, having an address at 1590 East Highway 55, Hastings, MN 55033 (hereinafter called the "Buyer").

WITNESSETH

WHEREAS, Seller is the owner of certain real property (hereinafter called the "Larger Property"), as defined below, situated in Dakota County, Minnesota; and

WHEREAS, Seller agrees to sell and Buyer agrees to buy a portion of the Larger Property (hereinafter the called the Property"), as defined below, and all improvements thereon, including (i) any mineral rights to the extent same are owned by Seller; and (ii) access or other easements benefiting the Property;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated in this document, the receipt and sufficiency of which is confirmed by the parties, it is agreed by and between Seller and Buyer as follows:

AGREEMENT

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meaning provided herein:

- a. "**Agreement**" shall mean this Real Estate Purchase Agreement, and any addendums between Buyer and Seller as of the Effective Date.
- b. "**Closing**" shall mean the process by which Buyer, Seller and Title Company execute all necessary documents for Seller to sell and Buyer to buy the Property, together with any other documents required by Seller and the Title Company.
- c. "**Closing Date**" shall mean the date in which Buyer acquires the Property and the terms of this Agreement are fulfilled. For the purpose of this Agreement, the Closing Date shall be (subject always to extension as mutually agreed to by the Parties in writing) on or before September 30, 2022.
- d. "**Due Diligence**" shall mean that the Buyer completes a Phase I and II Environmental Assessment of the Property and no resulting environmental issues are documented on the Property. All Due Diligence is to be completed by Buyer at its sole cost and expense.
- e. "**Effective Date**" shall mean the last date of execution by either of the Parties to this Agreement.
- f. "**Environmental Law**" shall mean each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement pertaining to the protection of human health and safety or the environment.

{00093871.2}

- g. "Fencing" shall mean approximately 1700' feet of chain link fence, posts and hardware that the Buyer shall pay up to \$80,000 to the Seller as condition of the purchase to address safety and liability concerns associated with planned public use of the acquired property.
- h. "Hazardous Substance" shall mean any substance which is (i) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof, (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant, (iv) regulated pursuant to any Environmental Law(s), or (v) any pesticide regulated under state or federal law.
- i. "Larger Property" shall mean that certain real estate consisting of approximately 47.1 acres, situated in Dakota County, Minnesota, identified as Parcel Identification No. 01-46950-01-010 and generally depicted on the attached **Exhibit A-1**.
- j. "Parties" shall mean Buyer and Seller, as defined above, collectively.
- k. "Property" shall mean that certain real estate consisting of approximately 2.23 acres, situated in Dakota County, Minnesota, legally described in **Exhibit A** and generally depicted on **Exhibit A-1**, attached hereto.
- l. "Purchase Price" shall mean the sum of Seven Hundred Sixty-One Thousand Seven Hundred Eighty-Two Dollars (\$761,782.00), which includes the \$80,000 of fencing.
- m. "Title Company" shall mean DCA Title Company, located at 7373 147th St W, Suite 161, Apple Valley, Minnesota.
- n. "Limited Warranty Deed" shall mean a deed conveying after-acquired title of record to the Property, subject to the following title exceptions:
 - i. Building and zoning laws, ordinances, state and federal regulations;
 - ii. Reservation of any mineral rights to the State of Minnesota;
 - iii. Utility, drainage and public road easements of record; and
 - iv. Any matters that may be disclosed by a survey of the Property;
 - v. The lien of real property taxes and the lien of special assessments and interest due thereon, if any, payable in the year of Closing by which the terms of this Agreement are to be paid or assumed by Buyer.
 - vi. The Permitted Exceptions, as such term is defined herein.

2. FEE OWNER; LIMITED WARRANTY DEED. Seller represents that Seller is the fee owner of the Property and hereby agrees to sell the Property to Buyer. Seller warrants that Seller has not done or suffered anything to encumber the Property, except as identified in the definition of Limited Warranty Deed contained herein.

3. TITLE EXAMINATION. Within twenty (20) days after the Effective Date, Buyer shall order from Title Company a title commitment/binder for the Property at Buyer's sole cost and expense. Buyer shall be allowed up to twenty (20) days after receipt of the title insurance commitment/binder, for examination of the title documents and to make any objections to title. Buyer shall make any such objection in writing prior to the expiration of the aforementioned twenty (20) day period or the objection shall be deemed to be waived and the encumbrances shown on such title commitment/binder shall be considered Permitted Exceptions. If any objections are made, Seller shall have sixty (60) days to either (a) make title marketable or (b) terminate this Agreement, in which event all rights and obligations of the parties hereunder shall cease as of the date of such termination. Pending correction of title, the payments required by this

Agreement shall be postponed, but upon correction of title, and within twenty (20) days of written notice to Buyer, the Parties shall perform this Agreement according to its terms.

If title is not marketable and is not made so within sixty (60) days from the date of written objection as provided above, this Agreement shall, at Buyer's option, be void and neither party shall be liable for damages or costs to the other party. Buyer may also continue to Closing on the sale of the Property, thereby waiving any objections previously submitted.

If Buyer obtains title insurance, Buyer is not waiving the right to obtain a good and marketable title of record from Seller.

In any event, Seller shall satisfy and discharge all monetary liens and encumbrances (except any statutory liens for non-delinquent real property taxes) affecting the Property and Seller shall furnish whatever documents or evidence will be required by the Title Company in order to delete the "printed form" or standard exceptions to coverage, including, without limitation, rights of parties in possession, unrecorded easements and mechanics or material men's liens or claims of lien, on or before Closing. Notwithstanding the foregoing, in the event Buyer declines to obtain a survey of the Property as a part of its due diligence process, Seller shall not be required to provide to Buyer or to Title Company an "affidavit of no change" or similar affidavit in order to delete the standard survey exception from the Buyer's title policy.

4. PAYMENT TERMS. As consideration for the covenants and agreements made herein, Buyer agrees to pay the Purchase Price to Seller for the Property, including any mortgage pay-off amounts, payable in cash or equivalent upon the execution and delivery of a Limited Warranty Deed conveying the Property from Seller to Buyer and other necessary documents on the Closing Date.

5. CLOSING COSTS.

- a. Buyer shall be responsible for and pay the following costs on behalf of Seller: updating abstract or Torrens title records, any corrective title action needed and fees associated with clearing Seller's title and Seller's attorney's fees.
- b. Buyer is responsible for paying the costs for a title commitment and supplements, examination fee, name search, property inspection, special assessment search, tax and judgment search, title insurance premium, property inspection, any recording fees for the Limited Warranty Deed, and one hundred (100) percent of closing fees charged by the Title Company.

6. SELLER'S CLOSING DOCUMENTS. Seller agrees to execute and deliver the following documents to Buyer on the Closing Date:

- a. A Limited Warranty Deed conveying marketable title to the Property, and any affidavits required to make the title marketable.
- b. Standard Seller's Affidavit regarding parties in possession.
- c. Seller's Affidavit of no improvements made to the Property within the last 120 days.
- d. An accounting of property taxes owed on the Property up to the Closing and proof of payment or a deduction from the Purchase Price for such taxes.
- e. Well disclosure forms and a completed well disclosure certificate as required by MINNESOTA STATUTES § 103I.235.

- f. Any other document(s) reasonably requested by Buyer or Title Company to effectuate the Closing and the terms of this Agreement.

Seller reserves the right to deposit its executed closing documents in escrow with Title Company pending the Buyer waiving the conditions precedent set forth in Section 10 herein, which deposit will be subject to written escrow instructions to Title Company as to the release of said closing documents to Buyer once the Closing takes place, or released back to Seller in the event the conditions precedent are not met.

7. UTILITIES. All utilities of any nature used in or about the Property shall be read and adjusted as of the date Seller actually vacates the premises and Seller will pay for all such utility charges through the date of Seller's vacation of the premises.

8. TAXES AND SPECIAL ASSESSMENTS. Seller will pay all past due property taxes and any special assessments levied against the Property, unless otherwise agreed in an attached addendum. The property taxes that are due and payable in the current year shall be prorated as of the Closing Date, with Seller obligated to pay taxes through the Closing Date and Buyer responsible for the taxes and assessments due after the Closing Date.

9. SELLER'S WARRANTIES. Seller warrants that:

- a. Seller has full power and authority to enter into this Agreement (and the person signing this Agreement for Seller has full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title and interest in and to the Property.
- b. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound and/or to which the Property is subject.
- c. There is no suit, action, arbitration, or legal, administrative or other proceeding or injury pending or threatened against the Property or any portion thereof or pending or threatened against Seller which could affect Seller's title to the Property or any portion thereof, affect the value of the Property, or any portion thereof, or subject an owner of the Property, or any portion thereof, to liability.
- d. There is no lease, license, permit, option, right of first refusal or other agreement, oral or written, which affects the Property or any portion thereof.
- e. There is a right of access to the Property from a public right of way.
- f. There has been no labor or material furnished to the Property for which payment has not been made.
- g. There are no present violations of any restrictions relating to the use or improvement of the Property or any uncured notices which have been served upon Seller by any governmental agency notifying Seller of any violations of statute, order, ordinance, rule, requirement or regulation which would affect the Property or any portion thereof.
- h. The Property is not subject to a lien for Medical Assistance or other public assistance.
- i. Seller has no knowledge, nor does Seller have reason to know, of any condition at, on, under or related to the Property presently posing a significant hazard to human health or the environment (whether or not such condition constitutes a violation of Environmental Laws).
- j. To the best of Seller's knowledge, Seller is in compliance with all laws and regulations in connection with any handling, use, storage or disposal of Hazardous Substances including the maintenance of all required permits and approvals.

- k. Seller has disclosed to Buyer in writing the location of any individual wells located on the Property.
- l. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

Each of the above representations is material and is relied upon by Buyer. Except insofar as Seller has advised Buyer in writing to the contrary, each of the above representations shall be deemed to have been made as of the Closing and shall survive the Closing. At the Closing, if Buyer so reasonably requests, Seller shall deliver to Buyer a certificate in a form satisfactory to Buyer stating that each of the above representations is true and correct as of the Closing.

If, before the Closing, Seller discovers any information or facts that would materially change these warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing representations and warranties ceases to be true before the Closing, Seller will promptly remedy the problem, at Seller's sole cost and expense, upon receipt of notice by Buyer. If the problem is not remedied before Closing, Buyer may elect to either (a) terminate this Agreement in which case Buyer shall have no obligation to purchase the Property or (b) defer the Closing until such problem has been remedied. Buyer's election in this regard shall not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

10. CONDITIONS PRECEDENT. In addition to the title examination, the purchase of the Property by Buyer is contingent upon:

- a. The Dakota County Board of Commissioners adopting a resolution authorizing Buyer's purchase of the Property from Seller and payment for the fencing; and
- b. The completion of due diligence by Buyer on or before the Due Diligence Deadline and Buyer determining in its sole discretion that the condition of the Property is acceptable to it. Seller agrees that Buyer shall have the right to inspect and investigate the Property at reasonable times and to perform any reasonable tests it deems necessary, including tests to evaluate the environmental condition of the Property. Buyer shall coordinate any such inspection to accommodate the schedule of Seller, who shall not unreasonably withhold permission to inspect or investigate.
- c. The Metropolitan Council approval of a 75% Acquisition Opportunity Fund request by the Buyer to the Metropolitan Council for acquisition of the Property from the Seller and other eligible acquisition costs.
- d. Buyer obtaining City of Apple Valley, MN approval of an administrative subdivision of the Larger Property on Seller's behalf, resulting in a separate Property legally described in the attached **Exhibit A**.

If the above contingencies are not satisfied, this Agreement shall, at Buyer's option, be void and neither party shall be liable for damages to the other party. If Buyer has not terminated this Agreement under this Section 11 by the Due Diligence Deadline, the Parties may proceed to Closing.

11. CLOSING. The Closing shall occur on or before the Closing Date at the Title Company's office. The time of day will be scheduled by the Title Company so as to be mutually acceptable to Buyer and Seller. Seller and Buyer may mutually agree in writing to alter the Closing Date.

12. POSSESSION. Seller shall deliver possession of the Property no later than the time set by the Title Company for the Closing in the same condition as it was on the Effective Date, ordinary wear and tear excepted, free and clear of the rights or claims of any other party.

13. RISK OF LOSS. Until the completion of Closing and delivery of possession of the Property, all risk of loss is on Seller. If the Property is damaged prior to Closing, Seller shall give Buyer notice within five (5) business days after such damage has occurred. The notice shall include Seller's proposal for repairing the damage. From the date that Buyer receives Seller's notice, Buyer shall have ten (10) business days to inspect the Property and an additional four (4) business days to determine if the damages and Seller's proposal for repairs are acceptable to Buyer. If Buyer does not accept Seller's proposal for repairs within the five (5) business day period, this Agreement shall be void and Seller shall return all Escrow money to Buyer.

14. REMEDIES UPON DEFAULT. In the event that Seller defaults in the performance of any of its obligations under this Agreement, Buyer shall, in addition to any and all other remedies provided in this Agreement or at law or in equity, have the right of specific performance against Seller. In the event that Buyer defaults in the performance of any of its obligations under this Agreement, Seller shall have, in addition to any and all other remedies provided in this Agreement or at law in or in equity, the right of specific performance against Buyer, and the right to cancel this Agreement as permitted by MINNESOTA STATUTES §§ 559.21 and 559.217.

15. NO BROKER'S COMMISSION. Buyer has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement and the Parties agree that Buyer is not responsible for any portion of a broker's commission or finder's fee related to Seller. In the event that Seller has used a broker or any person asserts a claim for a broker's commission or finder's fee related to Seller, that Seller will indemnify and hold Buyer harmless from and against the claim and this indemnification shall survive Closing or any earlier termination of this Agreement.

16. WAIVER OF DISCLOSURE. Unless otherwise required herein, Buyer waives the written disclosures required under MINNESOTA STATUTES §§ 513.52 to 513.60.

17. MISCELLANEOUS.

- a. Performance. The Parties hereto agree that time is of the essence in the performance of this Agreement.

- b. Notices. Notices to be given under this Agreement shall be in writing and sent by registered or certified mail, addressed to the Parties at the following addresses:

With respect to Buyer:

Steven Mielke, Physical Development Director
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124

With respect to Seller:

Magellan Pipeline Company L.P.
Attention: Supervisor, Real Estate Services
One Williams Center, OTC-9
Tulsa OK 74121

- c. Non-Joint Venture. The Parties agree that nothing contained herein shall be considered a partnership or joint venture undertaken by the Parties.
- d. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Dakota County, Minnesota.
- e. Representation by Counsel. Seller understands that Buyer does not represent Seller in this matter. Seller has had an opportunity to review the terms of this Agreement with Seller's own legal counsel, whether Seller has elected to consult with counsel or not. Seller has read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement.
- f. Entire Agreement. This Agreement, along with any exhibits, appendices, addendums, schedules, and written amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written.
- g. Amendments. Any amendments or modifications to this Agreement shall be in writing and shall be executed by the same Parties who executed the original Agreement or their successors.
- h. Severability. Each provision of this Agreement is severable from any other provision of this Agreement. Should any provision of this Agreement for any reason be unenforceable, the balance of the Agreement shall nonetheless be of full force and effect.
- i. Headings. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions in this Agreement.
- j. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

-This Space Intentionally Left Blank-

IN TESTIMONY WHEREOF, the Parties hereto have caused this instrument to be executed the day and year first recited herein.

SELLER

Magellan Pipeline Company L.P.
By Magellan Pipeline GP, LLC
Its general partner



Name: MARK A. MUENZUE

Title: Authorized Signatory

BUYER

County of Dakota,
a political subdivision of the State of Minnesota

DocuSigned by:

Steven Mielke, Physical Development Director

Date of Signature 04/20/2022 | 11:30 AM CDT

Approved as to form:

/s/ Joseph Marek
Assistant County Attorney

Date of Signature April 19, 2022

~~CV-2021-00179~~ KS-22-211

Contract No. C0035291

Approved by Dakota County Board
Resolution No. 22-049

Exhibit A

Dakota County Parks

Legal Description on the Magellan Pipeline Company L.P. Property in Apple Valley, MN to be Acquired by the County of Dakota for the North Creek Regional Greenway

Tract No. 208

That part of Lot 1, Block 1, Magellan Addition, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Beginning at the southeast corner of said Lot 1; thence on an assumed bearing of South 89 degrees 51 minutes 19 seconds West, along the south line of said Lot 1 a distance of 175.00 feet; thence North 00 degrees 02 minutes 52 seconds West, a distance of 128.89 feet; thence North 17 degrees 28 minutes 08 seconds East a distance of 498.36 feet; thence North 00 degrees 02 minutes 52 seconds West a distance of 1082.90 feet to the north line said Lot 1; thence North 73 degrees 30 minutes 00 seconds East along said north line of Lot 1 a distance of 26.07 feet to the northeast corner of said Lot 1; thence South 00 degrees 02 minutes 52 seconds East along the east line of said Lot 1 a distance of 1694.13 feet to the point of beginning.

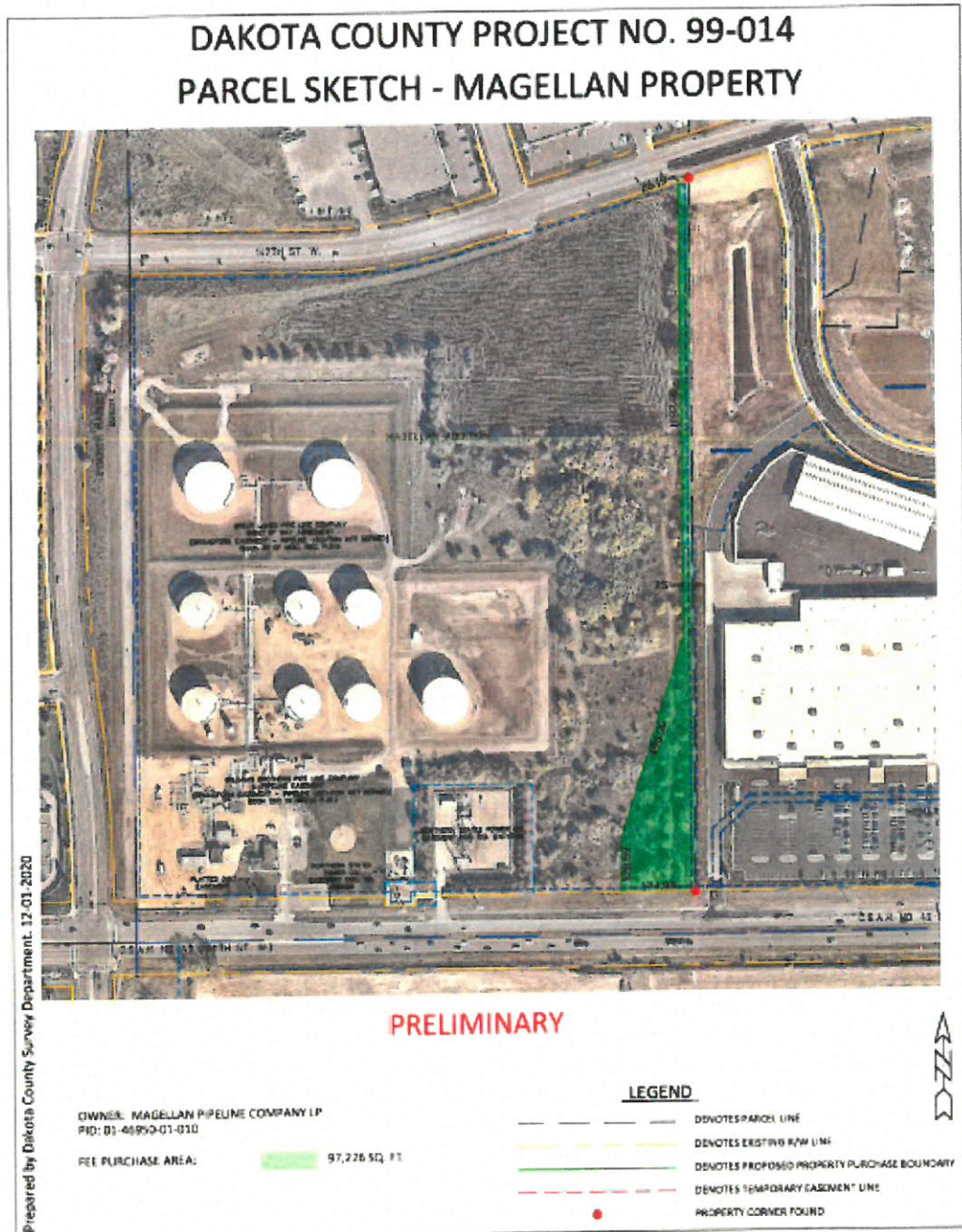
Area = 2.23 acres

*****The above-described land will be described as Outlot A, BLOCK 1, MAGELLAN SECOND ADDITION upon final approval and recordation of the MAGELLAN SECOND ADDITION plat, preliminarily approved by the City of Apple Valley.*****

Dakota County Parks

General Depiction of the Magellan Pipeline Company L.P. Property in Apple Valley, MN to be Acquired by the County of Dakota for the North Creek Regional Greenway

Tract No. 208



{00093871.2}

Certificate Of Completion

Envelope Id: FA8ED0A00D8440F9B292FCC15E4F92B5	Status: Completed
Subject: Please DocuSign: MAGELLAN REQUEST.pdf, MAGGELLAN - RES NO 22-049 CONTRACT #C0035291.docx, MAGEL...	
Source Envelope:	
Document Pages: 14	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Wanda Rodriguez
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	Wanda.rodriguez@co.dakota.mn.us
	IP Address: 97.91.96.42

Record Tracking

Status: Original	Holder: Wanda Rodriguez	Location: DocuSign
4/20/2022 7:23:16 AM	Wanda.rodriguez@co.dakota.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

Signer Events

Steve Mielke
 steve.mielke@co.dakota.mn.us
 Physical Development Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 2F374ADAEDF34F4...
 Signature Adoption: Pre-selected Style
 Signed by link sent to
 steve.mielke@co.dakota.mn.us
 Using IP Address: 207.171.99.1

Timestamp

Sent: 4/20/2022 7:25:15 AM
 Viewed: 4/20/2022 11:29:47 AM
 Signed: 4/20/2022 11:30:19 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/15/2020 3:23:41 PM
 ID: 75ee0af5-c665-44ac-8fa3-4cf965946b45

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/20/2022 7:25:15 AM
Certified Delivered	Security Checked	4/20/2022 11:29:47 AM
Signing Complete	Security Checked	4/20/2022 11:30:19 AM
Completed	Security Checked	4/20/2022 11:30:19 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dakota County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dakota County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.peters@co.dakota.mn.us

To advise Dakota County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.peters@co.dakota.mn.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Dakota County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dakota County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.peters@co.dakota.mn.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Dakota County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Dakota County during the course of my relationship with you.