

Metropolitan Parks and Open Space Commission Report

For the Community Development Committee meeting of January 18, 2022

For the Metropolitan Council meeting of January 26, 2022

Subject: North Creek Greenway Regional Trail, Park Acquisition Opportunity Fund (Rockport), Dakota County

Proposed Action

That the Metropolitan Council approve a grant of up to \$217,125 to Dakota County to acquire the 1.17-acre Rockport property, Outlot B, located at Pilot Knob Road and 157th Street West in Apple Valley, for the North Creek Greenway Regional Trail.

Summary of Committee Discussion/Questions

Jessica Lee, Senior Planner, presented the staff report to the Metropolitan Parks and Open Space Commission at its meeting on January 6, 2022. Al Singer from Dakota County was also present to answer questions.

Chair Tony Yarusso asked a clarifying question about funding. Ms. Lee responded that Council staff are using up previous years' funding and this grant would use a mix of old funds from Parks and Trails Legacy Fund and Council funds.

Al Singer noted that the parcel was incorrectly referred to as Outlot C in the staff report posted for MPOSC, and the correct name is Outlot B. The proposed action was amended to reflect this correction.

The Commission voted unanimously to approve the proposed action as amended.

Metropolitan Parks and Open Space Commission

Meeting date: January 6, 2022

For the Community Development Committee meeting of January 18, 2022

For the Metropolitan Council meeting of January 26, 2022

Subject: North Creek Greenway Regional Trail, Park Acquisition Opportunity Fund (Rockport), Dakota County

MPOSC District: District H, Todd Kemery

Council District, Member: 16, Wendy Wulff

Policy/Legal Reference: Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; *2040 Regional Parks Policy Plan*, Chapter 4, Siting and Acquisition Policy- Strategy 1; Chapter 5, Planning Policy- Strategy 1; Chapter 8, Finance Policy- Strategy 7.

Staff Prepared/Presented: Jessica Lee, Senior Parks Planner (651-602-1621)

Division/Department: Community Development / Regional Planning

Proposed Action

That the Metropolitan Council approve a grant of up to \$217,125 to Dakota County to acquire the 1.17-acre Rockport property, Outlot C, located at Pilot Knob Road and 157th Street West in Apple Valley, for the North Creek Greenway Regional Trail.

Background

Regional Park Implementing Agency (Agency) and Project Request

Dakota County requested a Parks Acquisition Opportunity Fund (PAOF) grant on November 2, 2021, to fund the acquisition of a 1.17-acre parcel for the North Creek Greenway Regional Trail. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3. The North Creek Greenway Regional Trail is a planned trail with some open segments that will eventually connect Lebanon Hills to the Vermillion River and Whitetail Woods Regional Park (see Exhibit 1, Figures 2 and 3).

Subject Property

As shown in Exhibit 1, Figure 3, the subject property is within the Council-approved boundary of North Creek Greenway Regional Trail. The subject property, also referred to as Outlot C, is a trail corridor that intersects a larger parcel that has been platted for development and named Orchard Place. Exhibit 1, Figure 5 shows a current aerial image of the Orchard Place subdivision, and Figure 6 shows the subject property, Outlot C, a 30-foot-wide trail corridor. Once built, this regional trail section will meander between two stormwater ponds through the subdivision development.

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 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 and appraisal information

The appraised value of the property is \$285,000, and the Seller has agreed to 100% of the appraised amount. The Council typically requires appraisals to be less than one year old from the date that the grant application is submitted. This appraisal is a few weeks past the one-year date. Council staff discussed this issue with Dakota County and learned that the acquisition required more time than usual working with the City of Apple Valley and the developer. Council staff, Dakota County, and the landowner are all satisfied with the appraisal. Council staff recommend moving forward prior to the February 2022 purchase agreement expiration. See Exhibit 4 for more information on the appraisal.

The total project cost including appraisal and closing costs is \$289,500, as shown in Table 1 below.

Table 1. Project budget

Budget item	Requested amount
Purchase price	\$285,000
Stewardship	\$0
Appraisal, legal fees, closing costs	\$4,500
Total costs	\$289,500
Grant structure	
Grant amount	\$217,125
Local match	\$72,375

Acquisition Details

This is a straightforward, fee simple transaction. There is a pipeline easement encumbering approximately the north 85 feet of the parcel. The property will also likely be subject to a drainage and utility easement held by the City of Apple Valley. These easements do not affect the appraised value of the parcel or its future use as part of the regional trail corridor.

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, portions of which are a habitat corridor connecting several high-quality natural areas, including Lebanon Hills Regional Park on the north end and the Vermillion River to the south.

- 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.
- All requirements of PTLF. This funding aligns with the goals of the *25-year, Parks and Trails Legacy Plan*, strategic direction of “Acquire land – create opportunities.”

Thrive Lens Analysis

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

Funding

Funds are available in the Council’s Authorized Capital Program.

The Council will fund the 75% share using \$154,936 in Council bonds and \$62,189 in Parks and Trails Legacy Fund. Dakota County will provide a local match of \$72,375.

Approximately \$9.7M remains in the Park Acquisition Opportunity Fund program for future grants.

Known Support / Opposition

The Board of Dakota County approved the purchase of this property (Exhibit 5) on March 23, 2021. The purchase agreement (Exhibit 6) was originally signed on July 20, 2021, and was amended on December 16, 2021, to extend the closing date. There is no known opposition associated with this acquisition or grant.

Exhibit List

Exhibit 1: Images

Figure 1: Map of the Regional Parks System and North Creek Greenway Regional Trail

Figure 2: Image of Dakota County and the North Creek Greenway Regional Trail

Figure 3: North Creek Greenway Regional Trail concept plan with the general location of the Rockport property

Figure 4: Image of the developed and planned status of the North Creek Greenway Regional Trail

Figure 5: Aerial image showing the location of the Orchard Place subdivision

Figure 6: Plat of Orchard Place showing the 1.17-acre subject Outlot C

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).

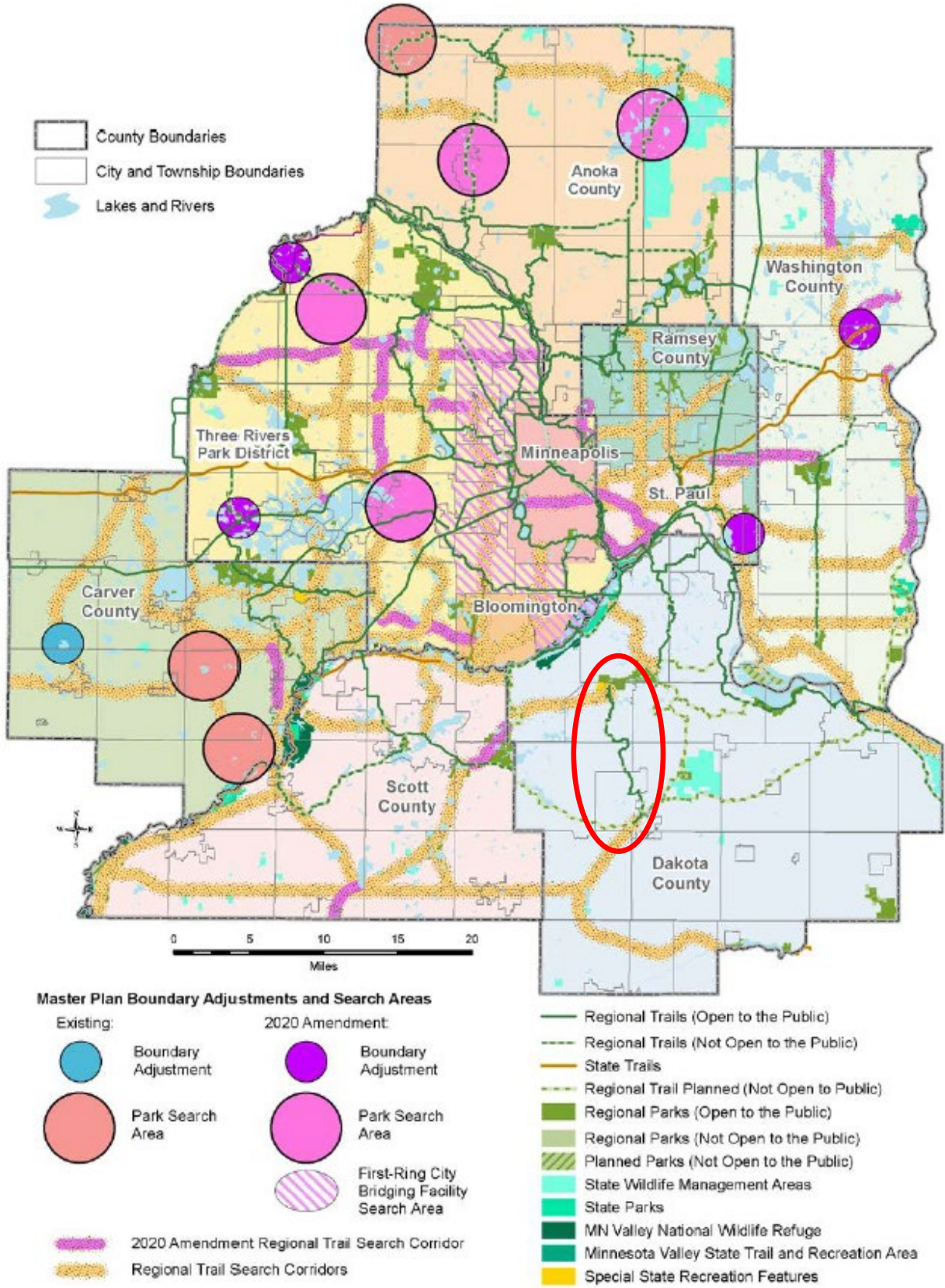
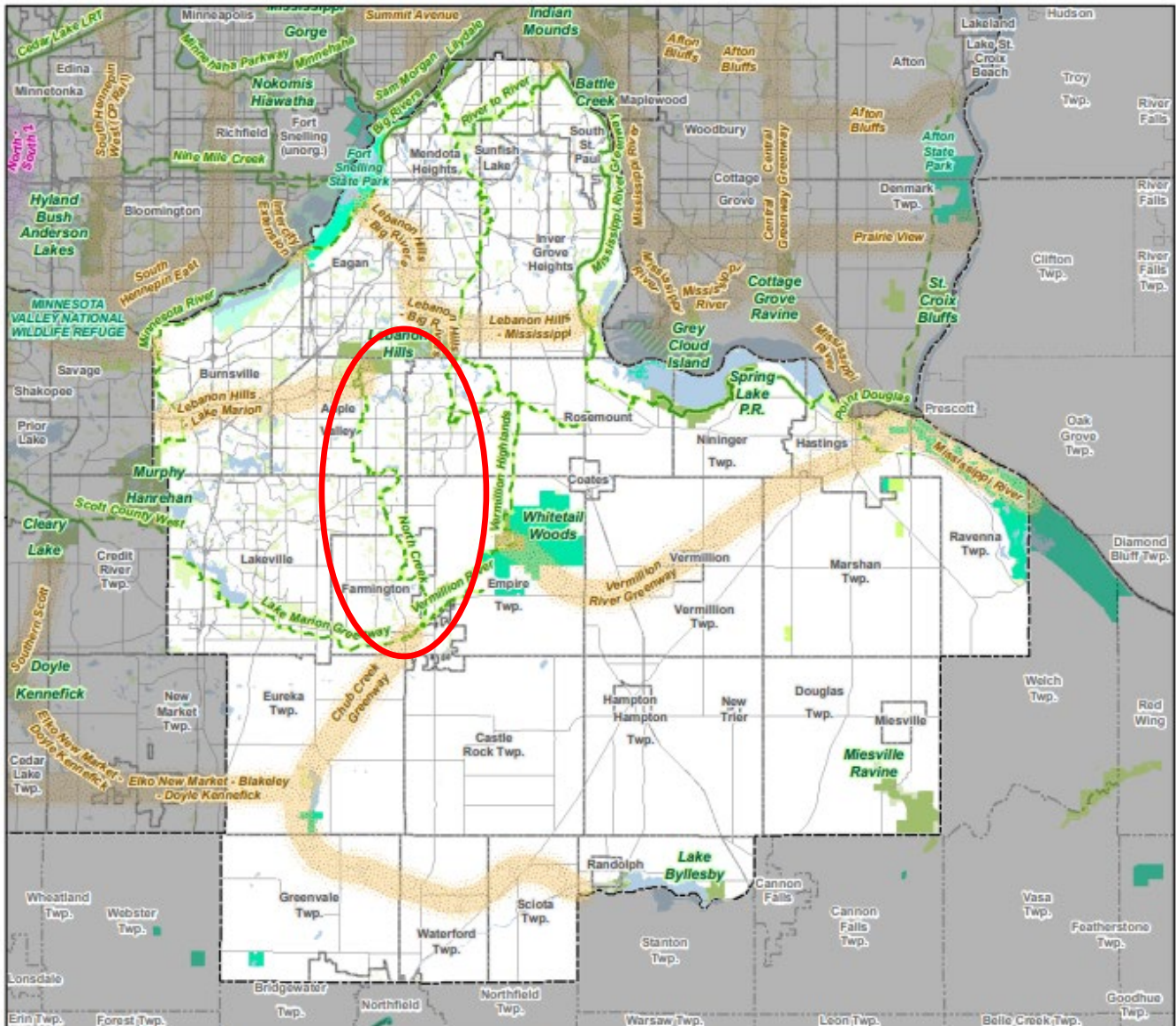


Figure 2. Image of Dakota County and the North Creek Greenway Regional Trail (in red).

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 concept plan with the general location of the Rockport property (outlined in red).



Figure 4. Image of the developed and planned status of the North Creek Greenway Regional Trail.

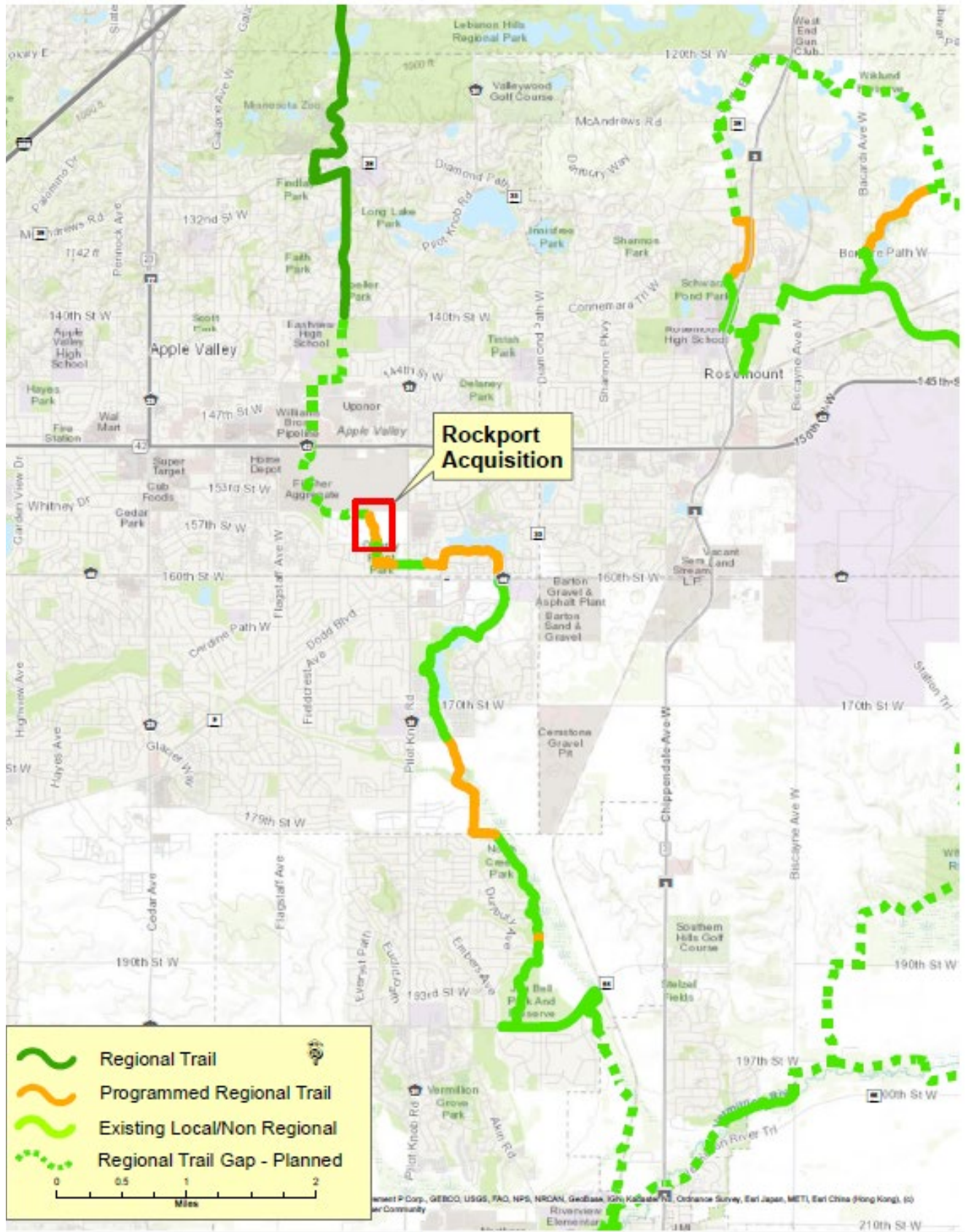


Figure 5. Aerial map showing the location of the Orchard Place subdivision.



Figure 6. Plat of Orchard Place showing the 1.17-acre subject Outlot B (in yellow).

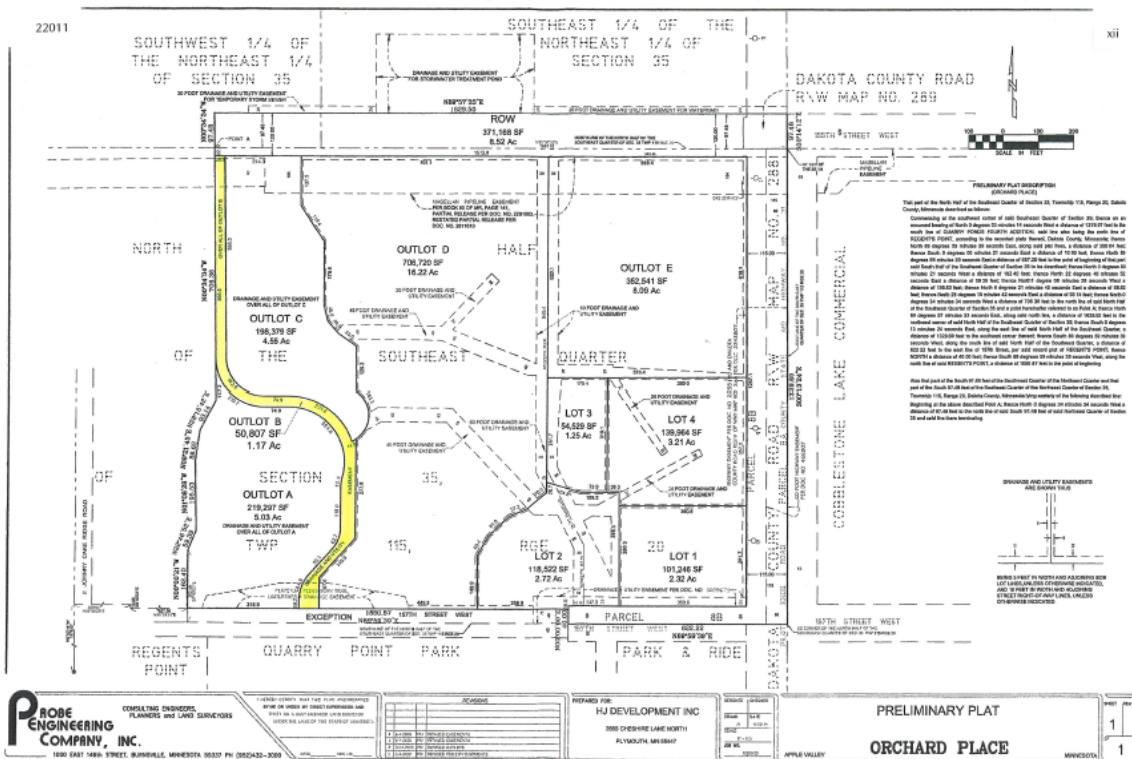


Exhibit 2: Grant request letter



October 20, 2021

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 authorizing an Acquisition Opportunity Fund (AOF) grant for the purchase of the Rockport LLC 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. The Master Plan identified a general corridor between 155th 150th Streets West. County staff worked with the landowner and developer during the platting process to locate the corridor alongside and between two future stormwater ponds as part of the platting process with the developer willing to grade the trail corridor at the time of development.

The County completed, reviewed and accepted an independent appraisal to substantiate the purchase price.

The Dakota County Board of Commissioners authorized acquisition of the Rockport LLC property and submission of an AOF grant request at its June 21, 2021, meeting See Attachment C: Resolution No. 21-153. The County executed the purchase agreement with Rockport LLC on July 21, 2021.

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

Expense Item	Amount
Purchase Price	\$285,000.00
Estimated Closing Costs and Title Insurance	\$1,483.75
Appraisal	\$3,000.00
PILT (1.8 x \$216 in City of Apple Valley Property Tax)	\$388.80
Pro-rated Property Tax	\$.00
Total	\$289,872.55
75 percent of total	\$217,404.41
25 percent of total	\$72,468.14

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



Application

15205 - 2021 Park Acquisition Opportunity Fund Program - Final Application

16879 - Acquisition of Rockport LLC Property for North Creek Regional Greenway in Dakota County Parks Grants Acquisition

Status: Under Review

Submitted Date: 11/02/2021 1:04 PM

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

* Apple Valley Minnesota 55124
City State/Province Postal Code/Zip
Phone: 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

* APPLE VALLEY Minnesota 55124
City State/Province Postal Code/Zip
County: Dakota
Phone: 952-891-7991

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: mmdyyyyy (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**.*

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 01/31/2022
 Format: mmddyyyy (Do not enter any punctuation.)

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

Date agreement expires 02/15/2022 closing date
 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 include relocation costs? No

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 10/06/2020

Appraised value \$285,000.00

Amount being offered the seller (net of closing and other costs) \$285,000.00 100.0%
 % of appraised value

Who performed the appraisal? Patchin Messner Valuation Counselors

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

Survey

Was a survey done? No

Quality of natural resources - is the property...

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

Describe the existing natural resources it contains

Open land with preliminary grading.

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 Yes

encumbrances on any part of the property?

If yes, describe

Given the property's location between future storm water ponds to be maintained by the City of Apple Valley, it is assumed that the property will be entirely encumbered by a drainage and utility easement in favor of the City. In addition, a Magellan pipeline easement encumbers approximately the north 85 feet of the property.

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

Structures currently on the property

Does the property contain ANY structures? No

If yes, are there any habitable structures?

Does the property currently contain any revenue-generating businesses? No

If yes, what is the plan for the structure(s)?

If there are habitable structures, could they be relocated? If yes, how? If no, why not?

If the property contains habitable structures or revenue-generating businesses, describe:

For ENRTF funding only

If this will use ENRTF funding, LCCMR rules require that you describe the selection process used to identify these proposed parcels.

NOTICE: ENRTF funding has specific requirements for disseminating information to the public when property is purchase through the Trust Fund. It is the agency's responsibility to meet those requirements and to provide documentation to the Council BEFORE payment will be made.

Stewardship and minimal access

Describe the stewardship plan.

The North Creek Greenway Master Plan contains a Stewardship Plan (p.43). Given the linear nature of the property, stewardship activities will be conducted in cooperation with adjoining landowners.

How will the stewardship implementation be funded?

The Dakota County Parks and Greenway Capital Improvement Program will include funds for stewardship activities.

Are you requesting funds to provide minimal access to the property (prior to it being open to the public) as part of this grant request? No

If yes, how will those funds be used?

Site Description

Land Use History

Current land uses Commercial, Residential
Select as many as apply

Previous land uses Agricultural, Commercial
Select as many as apply

Adjacent land uses Commercial, Gravel/mining, Residential
Select as many as apply

Inspection

Does the property contain any of the following? Power and/or utility lines
Select as many as apply

Sellers and parcels

Seller name	Parcel address	PID	Acres (SF for easements)	Date PA signed	Habitable structures?	MN House district	City	County	Met Council district	MPOSC	Latitude	Longitude
ROCKPORT LLC	PILOT KNOB ROAD AND 157TH ST WEST, APPLE VALLEY	01-55891-00-020	1.17	07/21/2021	No	57A	Apple Valley	Dakota	16	H	44.723300,	-93.183719
			1.17									

Local match

Source of local match

County funds

Will you be requesting consideration for future No

**reimbursement of any part of
your local match?**

If yes, how much? \$0.00

Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Steven Mielke	Physical Development Director	No
TBD	Assistant County Attorney	Yes

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$285,000.00	\$61,222.00	\$152,528.00	\$71,250.00
Appraisal expenses				
Appraisal	\$3,000.00	\$644.00	\$1,606.00	\$750.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$0.00	\$0.00	\$0.00	\$0.00
Phase II environmental site assessment	\$0.00	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00	\$0.00	\$0.00
Legal services and closing costs	\$1,000.00	\$215.00	\$535.00	\$250.00
Property tax equivalency payment-473.341	\$0.00	\$0.00	\$0.00	\$0.00
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	\$500.00	\$108.00	\$267.00	\$125.00
Well disclosure statement	\$0.00	\$0.00	\$0.00	\$0.00
Other holding	\$0.00	\$0.00	\$0.00	\$0.00
Other expenses				
Other expenses	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$289,500.00	\$62,189.00	\$154,936.00	\$72,375.00

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)	\$289,500.00	\$62,189.00	\$154,936.00	\$72,375.00	\$217,125.00

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)	Request letter	Rockport AOF 1.0 Grant Request Letter .doc	doc	65 KB
2.0 Master plan documentation (REQ'D)	MP documentation	Rockport AOF 2.0 Master Plan Documentation.docx	docx	1.1 MB
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	Resolution	Rockport AOF 3.0 Resolution.docx	docx	15 KB
4.0 Signed purchase agreement/instrument (REQ'D)	PA	Rockport AOF 4.0 Executed Purchase Agreement 7-21-21.pdf	pdf	3.1 MB
5.1 Appraisal report (REQ'D)	Appraisal report	Rockport AOF 5.1 Appraisal Final 10-12-20.pdf	pdf	8.3 MB
5.2 Appraisal review report (NOT req'd)				
5.3 Client's instructions to appraiser (REQ'D)	Appraisal instructions	Rockport AOF 5.3 Appraiser Instructions.docx	docx	33 KB
5.4 Title documentation (Req'd before finalization)				
6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)				
6.2 Phase II environmental assessment report (required if indicated in Phase I)				
7.0 Survey report (NOT req'd)				
8.0 Legal description in Microsoft Word that includes PIDs and, if available, address	Legals	Rockport AOF 8.0 Legal Description.docx	docx	58 KB
9.0 Land stewardship plan				
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)	Photo	Rockport AOF 13.1-13.2 .docx	docx	586 KB
13.2 For trails, parcel map showing trail route (Required for trails)	Map	Rockport AOF 13.1-13.2 .docx	docx	586 KB
13.3 Image documenting location of property within RPS unit (REQ'D)	Location	Rockport AOF 13.3 .docx	docx	1.6 MB
13.4 GIS shape-file for property (REQ'D)	Shapefile	Rockport AOF 13.4 Shapefile.zip	zip	5 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	Rockport AOF 14.2 Property Tax Statement.docx	docx	148 KB
14.3 Invoices: Tax equivalency payment (REQ'D)				
14.4 Invoices: Phase 1 environmental assessment (Required if claimed in application)				
14.5 Invoices: Phase II environmental assessment (Required if claimed in application)				
14.6 Invoices: Appraisal (Required if claimed in application)	Appraisal invoice	Rockport AOF 14.6 Appraisal Invoice.pdf	pdf	316 KB
14.7 Invoices: Appraisal review invoice (Required if claimed in application)				
14.8 Invoices: Title insurance (Required if claimed in application)				
SECTION 6 - Estimated costs				
15.1 Estimated costs: Itemized ESTIMATE of closing costs	Closing costs	Rockport AOF 15.1 Estinated Closing Costs.pdf	pdf	52 KB
15.2 Estimated costs: Land stewardship				
15.3 Estimated costs: Minimal access development				
15.4 Estimated costs: Other (NOT req'd)				

Additional attachments

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	Rockport, LLC
Location:	NWQ Pilot Knob Road/CSAH 31 and 157 th Street West Apple Valley, Minnesota
Date of Valuation:	October 6, 2020
Date of Inspection:	June 12, 2020, and subsequent dates
Land Area:	50,807 SF, or 1.17 Acres
Rights & Interests Appraised:	Fee Simple Market Value (Land Only)
Zoning (Assumed):	RB, Retail Business District and M6C, Multi-Family District, 6-12 Units/Acre
2040 Guiding (Assumed):	Commercial and Residential
Site Description:	The subject is an open, elongated corridor between two proposed storm water ponds. The topography is assumed to be generally level.
Highest and Best Use:	Pedestrian or utility corridor
Value Conclusion:	\$285,000

LAND DESCRIPTION

As depicted on the previous Orchard Place Preliminary Plat, the subject is an elongated corridor designed for pedestrian trail purposes extending from 157th Street West approximately 1,500 feet north to future 155th Street. The subject corridor is further described as follows:

Size:	50,807 SF, or 1.17 Acres (Note: The size of the subject is based on the pending plat of Orchard Place.)
Shape:	The subject is linear and variable in width.
Street Frontage:	The subject connects to 157 th Street West at the south end and to the proposed 155 th Street right-of-way at the north end.
Terrain:	The subject is expected to be open, with generally level topography.
Utilities:	The subject corridor is not served by public utilities. However, the Orchard Place subdivision is served by municipal water and sanitary sewer services.
Flood Hazard:	The subject is located in Zone X, areas with minimal flood risk. Community Panel Number: 27037C0210E Effective Date: December 2, 2011
Soil Conditions:	The soils appear stable and suitable for typical construction practices in the upland areas. However, neither soils tests nor engineering data have been provided in conjunction with this appraisal.
Easements:	Given the subject's location between future storm water ponds to be maintained by the City of Apple Valley, it is assumed that the subject will be entirely encumbered by a drainage and utility easement in favor of the City of Apple Valley. In addition, a Magellan pipeline easement encumbers approximately the north 85 feet of the subject. Furthermore, a permanent pedestrian trail, underpass and drainage easement will encumber the south portion of Outlot B, as shown on the preliminary plat.

Exhibit 5: Board approval to purchase property

3.0 Board Resolution

March 23, ,2021

21-153

Authorization To Acquire Regional Greenway Corridor From Rockport LLC

WHEREAS, by Resolution No. 11-517 (October 18, 2011), the Dakota County Board of Commissioners approved the North Creek Regional Greenway (Greenway) Master Plan; and

WHEREAS, the Greenway travels 14 miles from Lebanon Hills Regional Park in Eagan and Apple Valley south through the cities of Lakeville and Farmington to Whitetail Woods Regional Park in Empire Township; and

WHEREAS, the Rockport LLC (Rockport) property, legally defined as "Outlot B, Orchard Place, according to the recorded plat thereof, Dakota County Minnesota," consists of a 30-foot wide, 1,550-foot long corridor in the City of Apple Valley; and

WHEREAS, a single independent appraisal was completed by the County and Rockport for Outlot B of the Rockport LLC property and was reviewed and approved by County staff and representatives from Rockport; and

WHEREAS, Rockport is willing to sell the 1.17-acre property for the \$285,000 appraised value; and

WHEREAS, the total estimated cost to acquire property from Rockport, including an estimated \$5,000 for closing costs, is \$290,000; and

WHEREAS, Rockport has agreed to grade the trail corridor for future paving at no cost to the County during development of the site; and

WHEREAS, it is expected that the Metropolitan Council (MC) Acquisition Opportunity Fund (AOF) program will have additional new funds available after July 1, 2021, for the County grant request; and

WHEREAS, Rockport has agreed to delay the acquisition to accommodate a County AOF reimbursement request to the MC after July 1, 2021; and

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

WHEREAS, the 2021 Parks Capital Improvement Program (CIP) budget includes adequate fund balance for County match of MC AOF requests, and a CIP budget amendment is required; and

WHEREAS, the final acquisition costs of the Rockport 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 \$290,000, including an estimated \$5,000 in closing costs, to acquire the 1.17-acre Rockport 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 1.17 acres from Rockport, 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 Acquisition Opportunity Fund grant request to the Metropolitan Council for acquisition of the Rockport property and associated costs; and

BE IT FURTHER RESOLVED, That the 2021 Parks Capital Improvement Program budget is hereby amended as follows:

Expense	
Acquisition of the Rockport property	<u>\$290,000</u>
Total Expense	\$290,000
Revenue	
Metropolitan Council Acquisition Opportunity Fund	\$217,500
County Metropolitan Council Acquisition Opportunity Fund match	<u>\$ 72,500</u>
Total Revenue	\$290,000

; and

BE IT FURTHER RESOLVED, That following acquisition of the Rockport property, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately \$217,500 of reimbursement funds which will be returned to the 2021 Parks Capital Improvement Program.

Ayes: 7

Nays: 0

Exhibit 6: Purchase agreement

Dakota County Contract #C0033950

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement, made and entered into on the 21st day of July, 2021, is by and between Rockport, LLC, a Minnesota limited liability company, having an address at 14698 Galaxie Avenue, Apple Valley, MN 55124 (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 "Property"), as defined below, situated in Dakota County, Minnesota; and

WHEREAS, Seller agrees to sell and Buyer agrees to buy the Property 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 October 1, 2021.
 - d. "Due Diligence" shall mean that the Buyer completes a Phase I 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.

- g. "Escrow" shall mean the earnest money deposit of 0.00 and No/100 Dollars (\$0.00) to be deposited by Buyer with Title Company within five (5) days of the Effective Date.
- 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. "Parties" shall mean Buyer and Seller, as defined above, collectively.
- j. "Property" shall mean that certain real estate consisting of approximately 1.17 acres, situated in Dakota County, Minnesota, legally described as:

Outlot B, Orchard Place 2nd Addition, according to the plat recorded as Document No. 3476763 on July 13, 2021, in the Office of the Dakota County Recorder, Minnesota.

and attached hereto as **Exhibit A**, and generally depicted on the attached **Exhibit B**.
- k. "Purchase Price" shall mean the sum of Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00).
- l. "Title Company" shall mean DCA Title Company, located at 7373 147th St W, Suite 161, Apple Valley, Minnesota.
- m. "Warranty Deed" shall mean a deed warranting and conveying good and marketable 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. 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.
 - v. The Permitted Exceptions, as such term is defined herein.

2. FEE OWNER; WARRANTY DEED. Seller represents that Seller is the fee owner of the Property and hereby agrees to sell the Property to Buyer, free of any liens, exceptions and encumbrances and except as identified in the definition of 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 Warranty Deed conveying the Property from Seller to Buyer and other necessary documents on the Closing Date.

5. CLOSING COSTS.

- a. Seller shall be responsible for and pay the following costs: 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 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 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 § 1031.235.

- f. Any other document(s) 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, or that such right of access shall be provided by Seller to Buyer at the time of conveyance of the Property, in a form acceptable to Buyer.
- 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 or potentially posing a significant hazard to human health or the environment (whether or not such condition constitutes a violation of Environmental Laws).
- j. Seller has no knowledge, nor does Seller have reason to know, of any production, use, treatment, storage, transportation, or disposal of any Hazardous Substance on or under the Property, nor has there been any release or threatened release of any Hazardous

Substance, pollutant or contaminant into, upon or over the Property or into or upon ground or surface water at the Property or within the immediate vicinity of the Property.

- k. 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.
- l. Seller has disclosed to Buyer in writing the location of any individual wells located on the Property.
- m. 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 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 of the Escrow; 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 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.

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. Title Company shall additionally release any Escrow deposited to it by Buyer. If Buyer has not terminated this Agreement under this Section 10 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:

Rockport, LLC
14698 Galaxie Avenue
Apple Valley, MN 55124
Attention: Liza Robson

With copy to Seller' Attorney:

Monroe Moxness Berg PA
7760 France Avenue South
Suite 700
Minneapolis, MN 55435-5844
Attn: Vickie Loher-Johnson, Esq.

- 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.

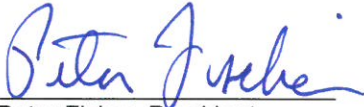
j. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

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

SELLER

Rockport, LLC

A Minnesota limited liability company



Peter Fisher, President

BUYER

County of Dakota,

a political subdivision of the State of Minnesota

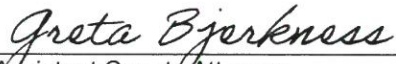
DocuSigned by:

2E374ADAEDF34E4

Steven Mielke, Physical Development Director

Date of Signature 07/20/2021 | 10:04 AM CDT

Approved as to form:



Assistant County Attorney

Date of Signature: July 20, 2021
KS-2021-00171

Approved by Dakota County Board
Resolution No. 21-153

Dakota County Parks

RECORD OF RECORDED FINAL PLAT OF ORCHARD PLACE 2ND. ADDITION, INCLUDING OUTLOT B, ON THE ROCKPORT LLC PROPERTY

TRACT NO. 226

Receipt # 781607

PLAT \$56.00

Return to
FILE

3476763



Recorded on: 7/13/2021 9:30 AM

By: SLM, Deputy

Office of the County Recorder
Dakota County, Minnesota
Amy A. Kowitz, County Recorder

ABSTRACT PLAT

PLAT NAME: *Orchard Place 2nd. Addition*

GRANTORS: *Rockport LLC* _____

TO: PUBLIC

Dated: *12/28/2020* _____

Plat # *Sixty-three - 11* _____

LEGAL: *Pt. NW SE, pt. NE SE, pt. SW NE, pt. SE NE; 35-115-20*

NEW LEGAL: *Outlots A through E
Lots 1 through 4 Block 1*

CITY LOCATED: *Apple Valley*

PLAT ID #: *01-55891*

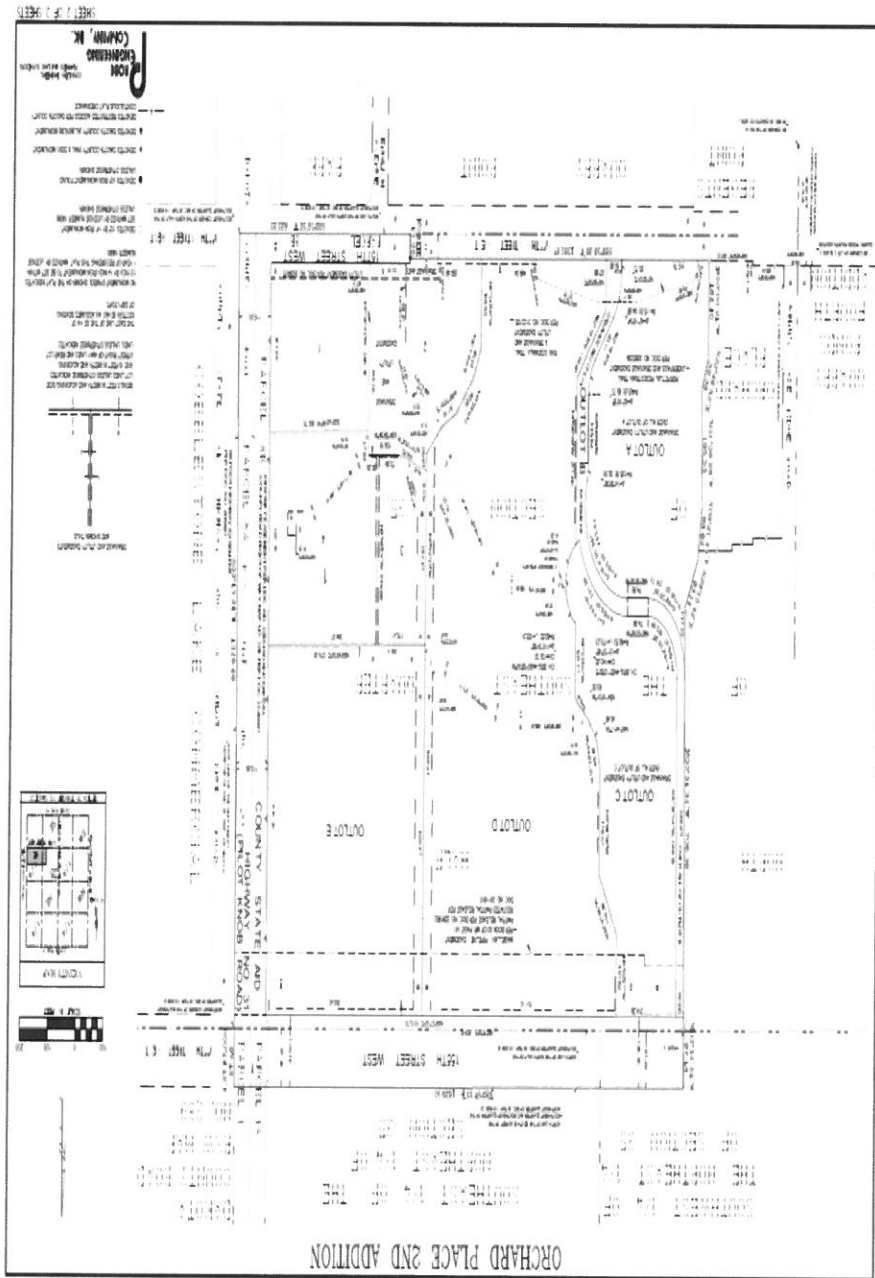
****Information sheet only---Original document found in file.****

FILE

Dakota County Parks

GENERAL DEPICTION OF OUTLOT B ON THE ROCKPORT LLC ORCHARD PLACE 2ND. ADDITION PROPERTY

TRACT NO. 226



ADDENDUM TO PURCHASE AGREEMENT


Addendum to Purchase Agreement (hereinafter referred to as the "Addendum") between Rockport LLC and the County of Dakota, dated July 21, 2021, pertaining to the purchase and sale of property described as OUTLOT B, Orchard Place 2nd Addition, according to the plat recorded as Document No. 3476763 on July 13, 2021, in the Office of the Dakota County Recorder, Minnesota, pursuant to paragraph 17.g of said Purchase Agreement.

In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language in this Addendum shall govern.

- 1. Paragraph 1.c. - Closing date shall be on or before February 15, 2022.
- 2. This Addendum may be executed by electronic signature and in separate counterparts which, taken together, shall be and comprise one agreement.

SELLER

Rockport, LLC
a Minnesota limited liability company


 Peter Fisher, President LIZA ROBSON, V.P.

Date of Signature 12/16/21

BUYER

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

DocuSigned by:

 Steven C. Mielke, Director
 Physical Development Division

Date of Signature 12/16/2021 | 4:12 PM CST

APPROVE AS TO FORM:

/s/ Joseph Marek 12/13/21
 Assistant County Attorney Date
 KS-2021-00171-1