

Committee Report

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: July 18, 2022

For the Metropolitan Council: July 27, 2022

Business Item: 2022-190

Park Acquisition Opportunity Fund Award, Lake Marion Greenway Regional Trail (Adelmann), Dakota County

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$81,328 to Dakota County to acquire the 5.06-acre Adelmann property located at 4755 220th Street West, Farmington, for Lake Marion Greenway Regional Trail.
2. Authorize the Community Development Director to execute the restrictive covenant on behalf of the Council.

Summary of Metropolitan Parks and Open Space Commission Discussion/Questions

Jessica Lee, Senior Planner, presented the staff report to the Metropolitan Parks and Open Space Commission on July 7, 2022. Al Singer, Dakota County Land Conservation Manager, was in attendance and responded to questions.

Commissioner Monica Dillenburg asked why the landowner was accepting an amount less than the appraised value. Al Singer responded that it is sometimes advantageous to landowners to reduce the sale price to lower their capital gains taxes, as the difference in value between the appraised price and the sale price is considered a charitable contribution.

Chair Tony Yarusso asked if the subject property was already a separated parcel, since the purchase is a part of the landowner's farm, or if a subdivision is still needed. Mr. Singer responded that after a complex negotiation, the property has been platted and no subdivision is necessary.

Commissioner Anthony Taylor asked if the most recent version of the Lake Marion Greenway Regional Trail master plan is from 2013, and if so, how that affects planning now. Mr. Singer referenced the 2008 recession and responded that development demands have increased greatly since then. While the development process is very complicated and varies from local government to local government, developers are now recognizing that trails increase property values, and are interested in early planning for trails as they plan their developments. Mr. Singer also noted that the master plan allows for trail alignment flexibility so they can work with willing landowners on the exact trail location, and in many instances the trail follows South Creek, where the land is already protected for natural resources.

The Metropolitan Parks and Open Space Commission voted unanimously to approve the proposed actions.

Motion by Commissioner Jeremy Peichel, seconded by Commissioner Cecily Harris. Motion carried.

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: July 18, 2022

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Park Acquisition Opportunity Fund Award, Lake Marion Greenway Regional Trail (Adelmann), 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 \$81,328 to Dakota County to acquire the 5.06-acre Adelmann property located at 4755 220th Street West, Farmington, for Lake Marion Greenway Regional Trail.
2. Authorize the Community Development Director to execute the 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 5.06-acre property for Lake Marion 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 Lake Marion Greenway Regional Trail travels 20 miles through Burnsville, Savage, Credit River Townships, Lakeville, and Farmington. Four miles of the trail follow the South Creek in Farmington, which is a designated trout stream and a main tributary of the Vermillion River. The trail also links the Minnesota River to Murphy-Hanrehan Park Reserve, along with 14 local parks.

Subject Property

The subject property is within the Council-approved boundary of Lake Marion Greenway Regional Trail. The property is undeveloped featuring woodlands, grasslands, shoreline, and 475 feet of South Creek floodplain and upland. The property is part of a larger 42-acre acquisition Dakota

County is purchasing for a County Park Conservation Area. Exhibit 1, Figure 5 shows the adjacent areas that are being considered for the greater Conservation Area. The subject 5.06-acre property for the Regional Trail is labeled Outlot B.

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 \$116,000 and the Seller has agreed to a purchase amount of \$99,296. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, taxes, appraisal, environmental assessment, and stewardship is \$108,438 as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$99,296
Stewardship	\$0
Appraisal, legal fees, taxes, closing costs	\$6,672
Environmental assessment	\$2,470
Total Costs	\$108,438
Grant structure	
Grant amount	\$81,328
Local match	\$27,110

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 Lake Marion Greenway Regional Trail master plan in 2013 ([Business Item 2013-281](#)). 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 mostly wooded and on an island of the Mississippi 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 Environment and Natural Resources Trust Fund (ENRTF) appropriation requirements

Thrive Lens Analysis

This request is consistent with *Thrive MSP 2040's* Livability and Stewardship outcomes. The Council's investment in Lake Marion Greenway Regional Trail will preserve and protect natural resources for South Creek and the Vermillion River watershed and increase high quality natural resources and wildlife habitat in the regional parks system.

Funding

The Council will fund the 75% share with Environment and Natural Resources Trust 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 \$27,110.

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. Excerpt from the Lake Marion Greenway Regional Trail master plan showing a map of the Regional Trail, with the subject property marked with a red star

Figure 29. Lake Marion Regional Greenway trail alignment and segments

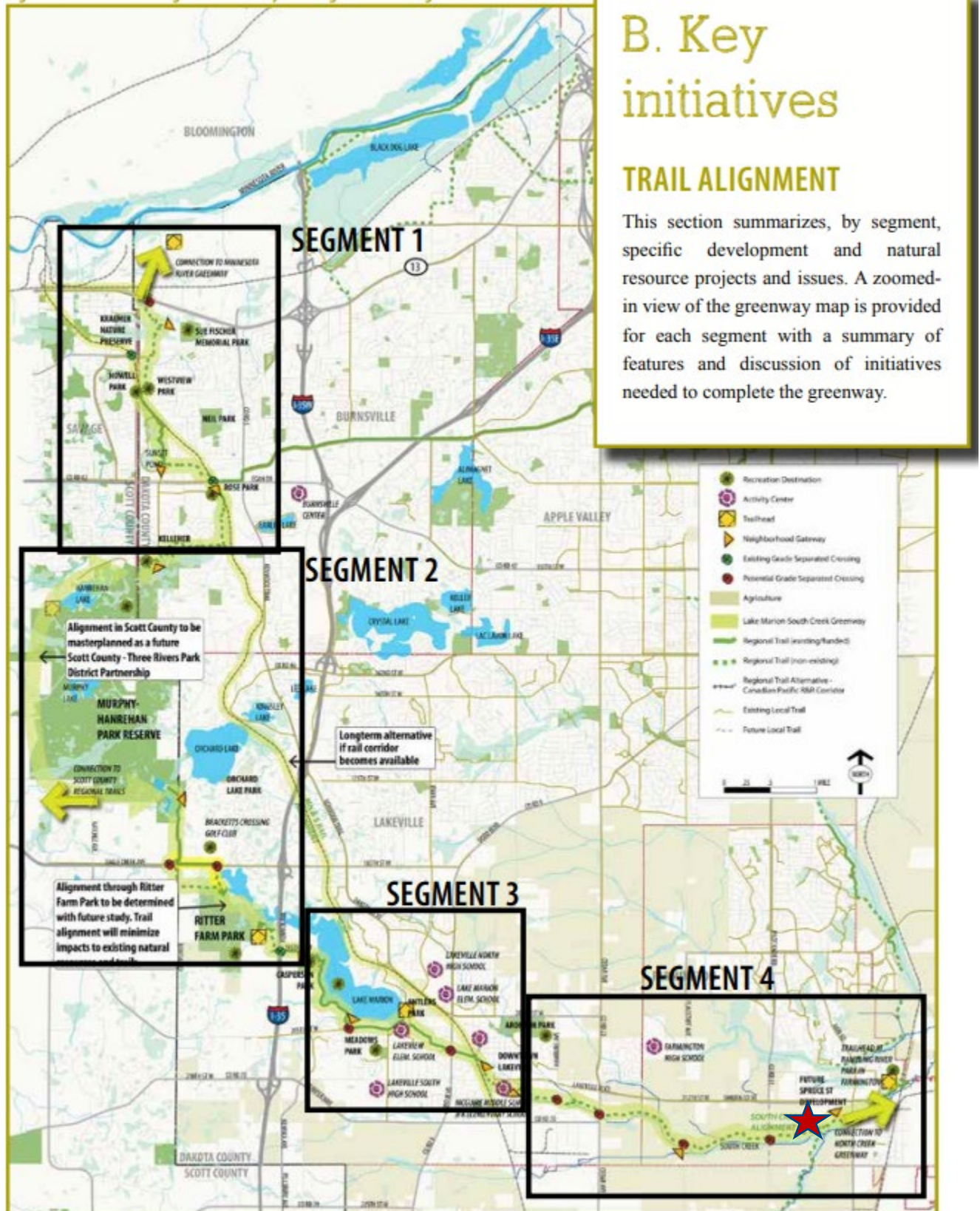
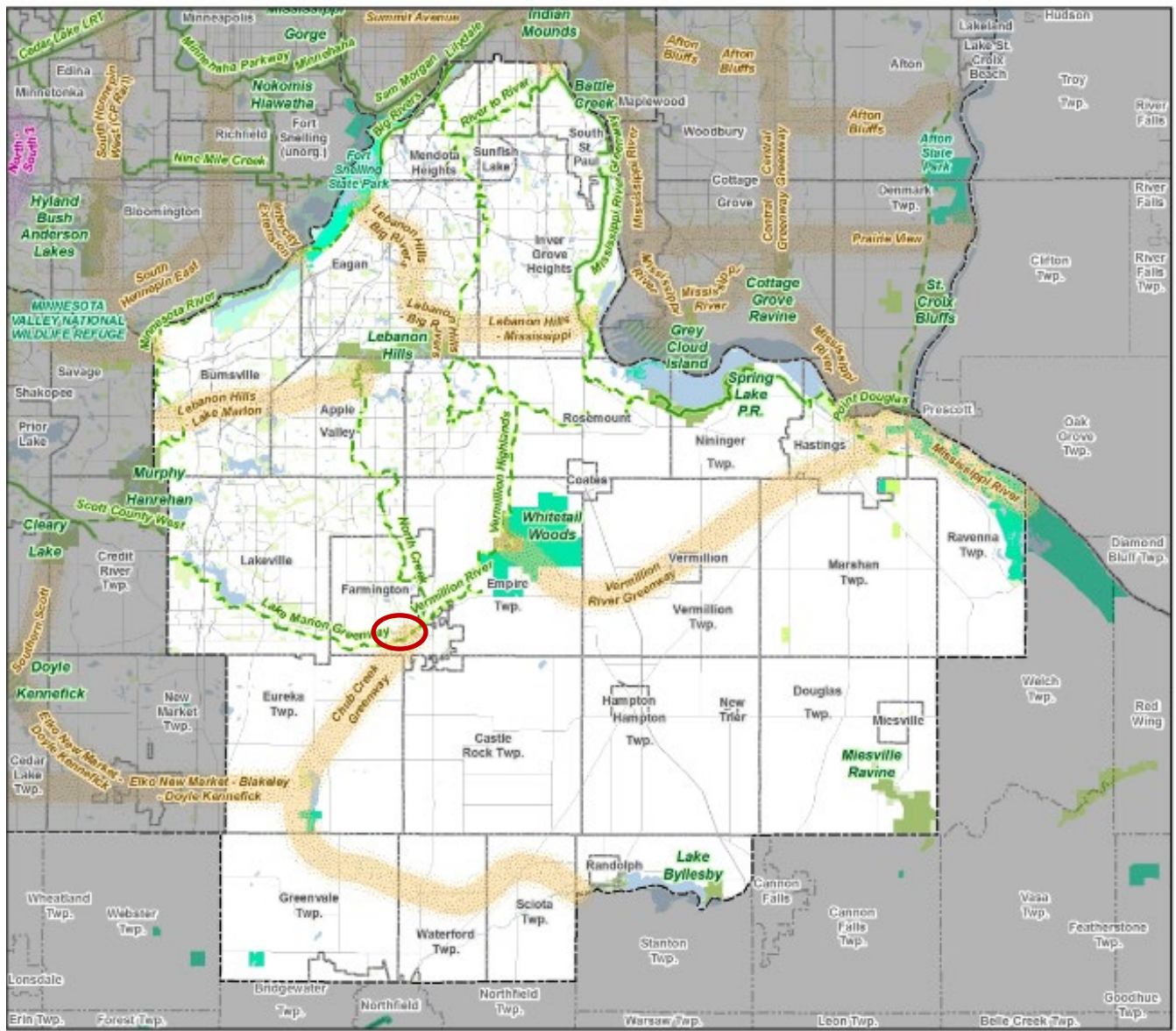


Figure 2. Map of Dakota County and the Regional Parks System, with Lake Marion circled in red



Regional Parks

- Existing
- In Master Plan
- Planned Parks and Reserves

Regional Trails

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

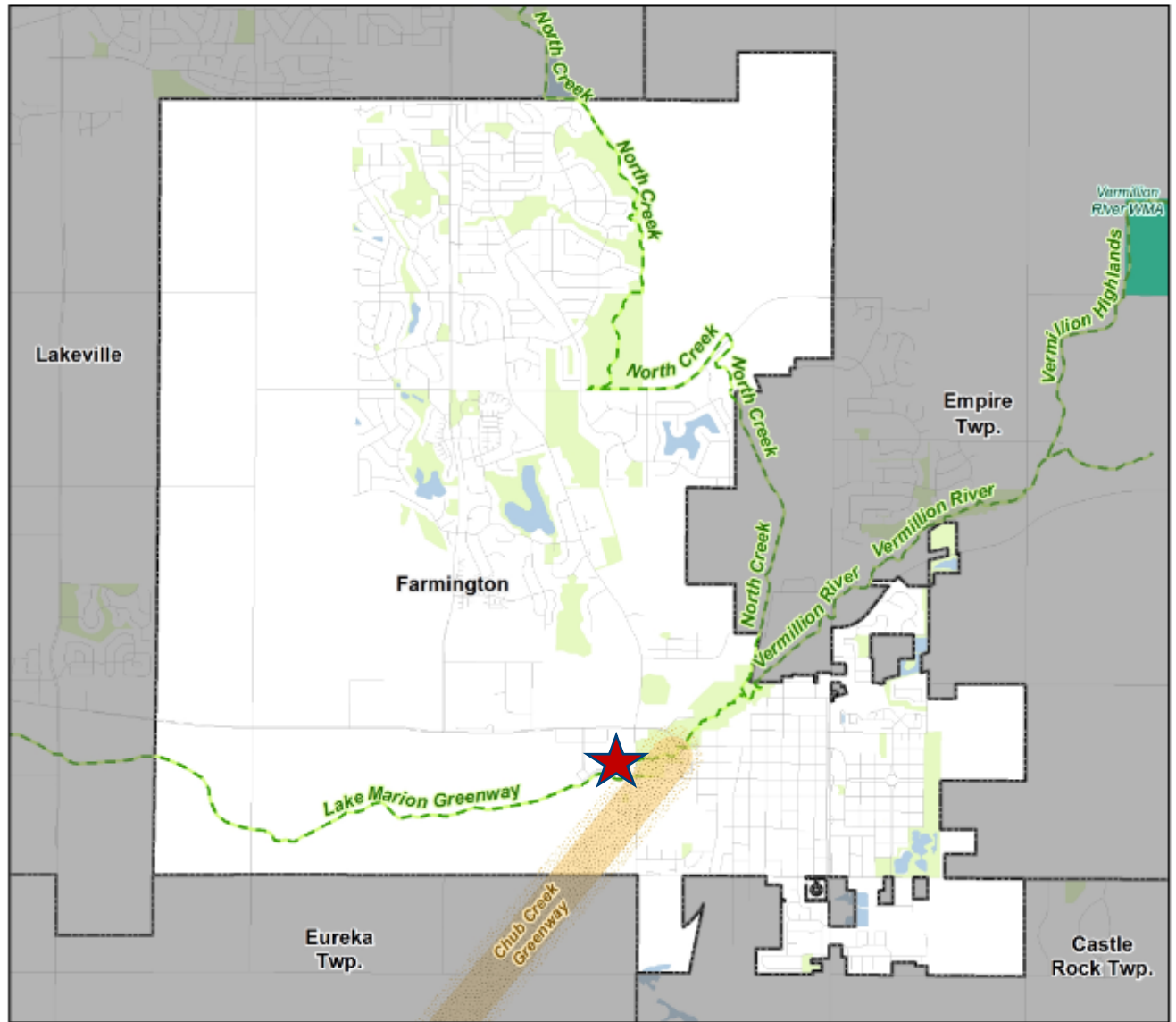
Regional Park Search Areas and Regional Trail Search Corridors

- 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. Map of Farmington and part of the Lake Marion Greenway Regional Trail, with the approximate Adelman property location indicated by a red star

Regional Parks System City of Farmington, 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
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Figure 4. Map of Segment 4 of the Lake Marion Greenway Regional Trail, showing the Adelman property outlined in red

Figure 44. Lake Marion Greenway segment 4 concept plan

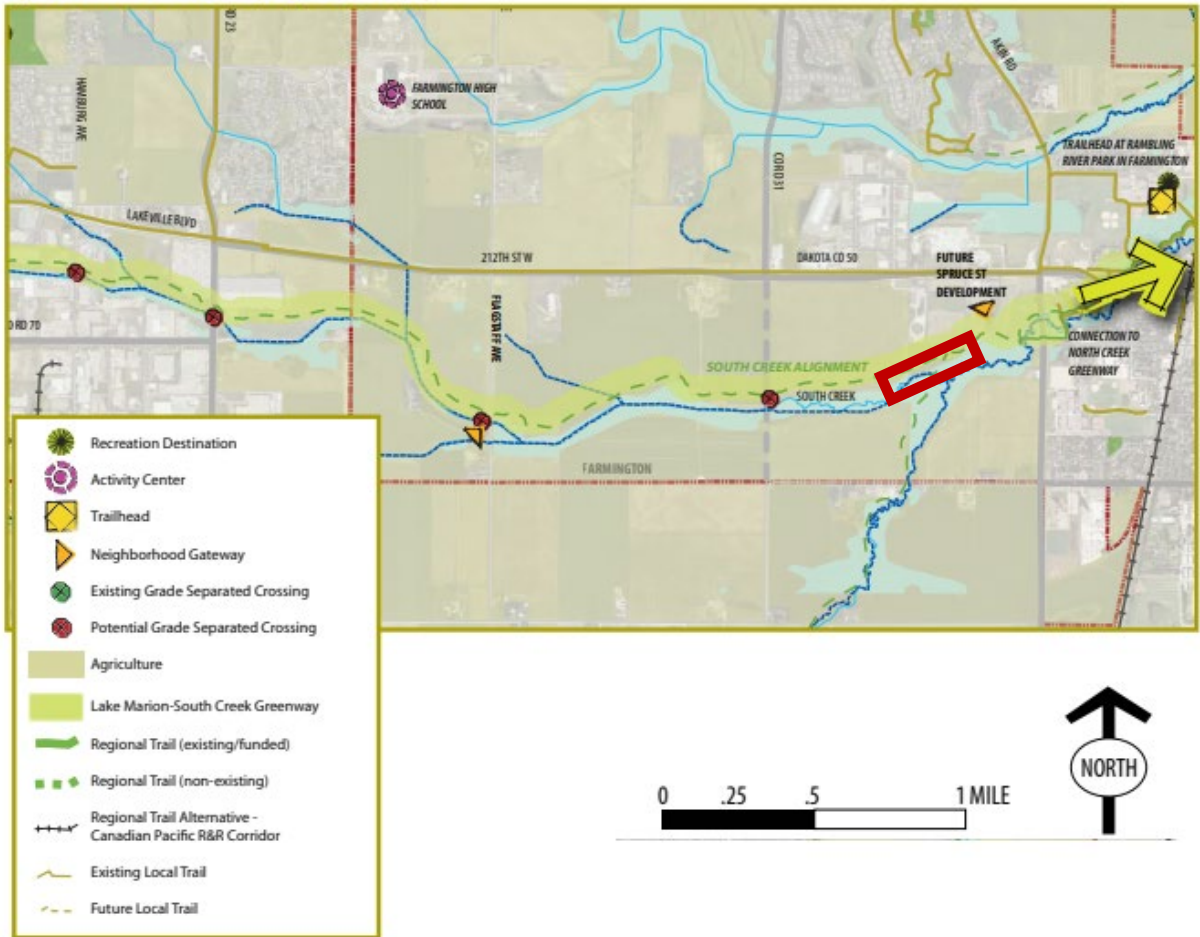


Figure 5. Image of Outlot B, the subject property, and adjacent Outlots being considered for the Conservation Area.

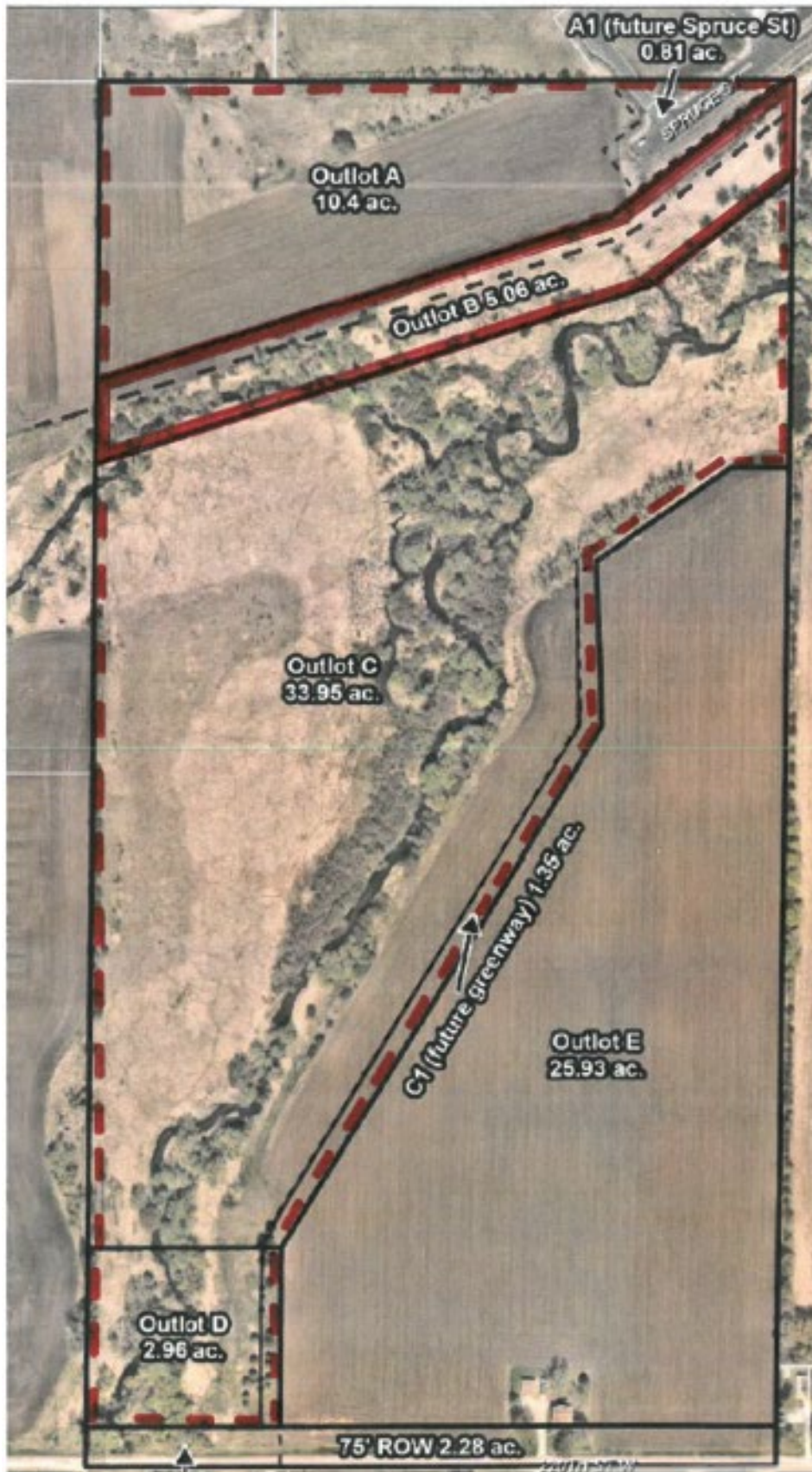


Exhibit 2: Grant request letter



May 18, 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 authorizing a \$81,328.41 Parks Acquisition Opportunity Fund (PAOF) grant for the purchase of 5.06 acres of the Adelmann Farm LLC (Adelmann) property for a segment of the Lake Marion - South Creek (LM-SC) Regional Greenway.

The LM-SC Master Plan was updated and approved by the Dakota County Board of Commissioners on August 20, 2013, and by the Metropolitan Council on October 16, 2013.

The County completed, reviewed and accepted an independent appraisal to substantiate the \$99,296 purchase price for the 5.06-acre greenway corridor as part of the \$535,200 purchase of a new 42.6-acre County Park Conservation Area.

The Dakota County Board of Commissioners authorized acquisition of the Adelmann property and submission of an AOF grant request by Resolution No. 21-319 at its June 22, 2021, meeting. The County executed the initial purchase agreement with the property owner on June 23, 2021, and executed an addendum to the purchase agreement on May 4, 2022, to extend the closing date.

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

Expense Item	Amount
Purchase Price	\$99,296.00
Estimated Closing Costs and Title Insurance	\$1,157.63
Phase I Environmental Assessment	\$2,469.84
Appraisal and Appraisal Update	\$4,855.00
PILT (1.8 x \$315.61 of City of Farmington Property Tax)	\$567.39
Pro-rated Property Tax	\$92.02
Total	\$108,437.88
75 percent of total	\$81,328.41
25 percent of total	\$27,109.47

Page 2

Thank you for considering this request.

Sincerely,

Handwritten signature of Nicki Geisler in cursive script.

Nicki Geisler, Parks Director

Handwritten signature of Al Singer in cursive script.

Al Singer, Land Conservation Manager

C: Taud Hoopingarner, Parks, Facilities and Fleet Director
Tara Zgoda, Financial Analyst

Exhibit 3: Grant application



Application

17132 - 2022 Park Acquisition Opportunity Fund Program - Final Application

17867 - Acquisition of Adelman Farm LLC Property for Lake Marion Greenway Regional Trail
Parks Grants Acquisition

Status: Under Review

Submitted Date: 05/20/2022 12:05 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 Lake Marion 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 Lake Marion Greenway Master Plan 10/16/2013
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**.*

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 08/15/2022
Format: mmddyyyy (Do not enter any punctuation.)

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

Date agreement expires 08/15/2022
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 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 03/31/2022

Appraised value \$116,000.00

Amount being offered the seller (net of closing and other costs) \$99,296.00 85.6%
% of appraised value

Who performed the appraisal? Nagel Appraisal Incorporated

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? Yes
Fully Partially

Describe the existing natural resources it contains

Undeveloped land of moderate natural resource quality featuring woodland, shoreline, grassland, and some cultivated areas. Includes 475 feet of South Creek (main tributary of the Vermillion River) floodplan and upland.

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 ENRTF / 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? No

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.

The property was selected because of its alignment with the master planned corridor for the regional trail and potential for restoration of high quality natural resources.

Stewardship and minimal access

Describe the stewardship plan.

The property for the greenway corridor is part of a larger \$535,200 acquisition of a 42.6-acre County Park Conservation Area. A Natural Resource Management Plan will be developed for the entire County Park Conservation Area to determine priority implementation activities.

How will the stewardship implementation be funded?

County funds

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 Agricultural
Select as many as apply

Previous land uses Agricultural
Select as many as apply

Adjacent land uses Agricultural, Residential
Select as many as apply

Inspection

Does the property contain any of the following? 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
Adelmann Farm LLC	4755 220th Street West	14-03600-90-010	5.06	06/23/2021	No	58B	Farmington	Dakota	16	H	-93.164987	44.63531
			5.06									

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 Division Director	
TBD	Assistant County Attorney	Yes

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$99,296.00	\$44,683.00	\$29,789.00	\$24,824.00
Appraisal expenses				
Appraisal	\$4,855.00	\$2,185.00	\$1,456.00	\$1,214.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$2,470.00	\$1,112.00	\$741.00	\$617.00
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	\$92.00	\$41.00	\$28.00	\$23.00
Legal services and closing costs	\$1,158.00	\$521.00	\$347.00	\$290.00
Property tax equivalency payment-473.341	\$567.00	\$255.00	\$170.00	\$142.00
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	\$0.00	\$0.00	\$0.00	\$0.00
Other expenses				
Other expenses	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$108,438.00	\$48,797.00	\$32,531.00	\$27,110.00

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)	\$108,438.00	\$48,797.00	\$32,531.00	\$27,110.00	\$81,328.00

Required Attachments - Acquisition

Attachment	Description	File Name	Type	File Size
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SECTION 1 - All of the following are required to BEGIN review unless otherwise indicated

1.0 Grant request letter (REQ'D)	letter	1.0 AOF Submission Letter.pdf	pdf	105 KB
2.0 Master plan documentation (REQ'D)	MP documentation	2.0 Master Plan Documentation.pdf	pdf	344 KB
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	Board Resolution	3.0 BRD Resolution 21-319 on 6-22-2021.pdf	pdf	27 KB

4.0 Signed purchase agreement/instrument (REQ'D)	Purchase Agreement and Addendum	4.0 Purchase Agreement and Addendum.pdf	pdf	4.4 MB
5.1 Appraisal report (REQ'D)	Appraisal Report	5.1 Appraisal Report 5-10-22.pdf	pdf	7.0 MB
5.2 Appraisal review report (NOT req'd)				
5.3 Client's instructions to appraiser (REQ'D)	Appraisal assignment	5.3 Appraisal Assignment.pdf	pdf	1006 KB
5.4 Title documentation (Req'd before finalization)				
6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)	phase 1	6.1 Phase I ESA - Adelman.pdf	pdf	13.7 MB
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	8.0 Legal Description.docx	docx	13 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)	aerial photo	13.1 Aerial Photo with Parcel.pdf	pdf	394 KB
13.2 For trails, parcel map showing trail route (Required for trails)	parcel map with trail	13.2 Parcel Map with Trail.pdf	pdf	394 KB
13.3 Image documenting location of property within RPS unit (REQ'D)				
13.4 GIS shape-file for property (REQ'D)	shapefiles	13.4 Shape File for Adelman Farm LLC Greenway.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)	prorated property tax	14.2 Prorated Property Tax .docx	docx	87 KB
14.3 Invoices: Tax equivalency payment (REQ'D)	tax equivalency payment	14.3 Tax Equivalency Payment .docx	docx	87 KB
14.4 Invoices: Phase 1 environmental assessment (Required if claimed in application)	phase 1 invoice	14.4 2021 Phase I Invoice.pdf	pdf	7.0 MB
14.5 Invoices: Phase II environmental assessment (Required if claimed in application)				
14.6 Invoices: Appraisal (Required if claimed in application)				
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	15.1 Estimated Itemized Closing Costs.docx	docx	13 KB
15.2 Estimated costs: Land stewardship				
15.3 Estimated costs: Minimal access development				
15.4 Estimated costs: Other (NOT req'd)				

Additional attachments

Exhibit 4: Appraisal excerpt

SUMMARY OF IMPORTANT FACTS & CONCLUSIONS



General Description:	Future Development Land
Appraisal Report:	Appraisal Report
Current Use:	Land
Extraordinary Assumptions:	None
Hypothetical Assumptions:	None
Total Site Area:	Gross: 78.29 acres (3,410,312 SF), per preliminary plat
Acquisition:	Outlot B: 5.06 acres Outlot C: 33.95 acres Outlot D: 2.96 acres
Building Improvements:	Single family home, interim value offset by razing and holding costs
Building Rights:	The upland appears to be developable at this time
Zoning:	Mixed-Use (Commercial/Residential); R-3 (Medium Density Residential), R-4 (High Density Residential), and P/OS (Park/Open Space)
Guided Land Use:	Mixed-Use (commercial/residential), Park/Open Space, Medium Density Residential (6.0-12.0 units per acre), High Density Residential (6.0 to 40.0 units per acre)
Highest and Best Use:	Varies depending on area, see highest and best use section for more information.
Property Rights Appraised:	Fee Simple
Business Value / FF&E:	No business value or FF&E included
Before Value:	\$2,770,000
After Value:	\$2,145,000
Difference between Before & After Values:	\$625,000

DNR APPRAISAL SUMMARY

NA-00596-04

APPRAISAL SUMMARY

Project Dakota County	Acquisition No. n/a	Project No. n/a	Parcel Adelmann	County Dakota
APPRaiser:		OWNER:		
Ethan Waytas, MAI William R. Waytas		Adelmann Farm LLC		
Telephone No. 952-544-8966		Telephone No. Not provided		
County Property Tax I.D. Number 14-03600-90-010	Section 36	Township 114	Range 20	
Zoning Mixed-Use, Park/Open Space, Medium Density Residential	Township/Municipality Farmington	Population 23,091	School District Farmington ISD 192	
Real Estate Taxes - Current Year \$11,068 (payable 2022)	Delinquent Amount \$0	Special Assessments \$0	Assessment Balance \$0	

Road Frontage: The subject only has public frontage along Spruce Street and 220th Street West.

Water Frontage: Creek on site

Recreational Quality of Water Frontage: Limited recreational use

Public Hazards: Not noted, appraiser not an expert

Total contiguous ownership consists of 78.29 acres.

Proposed ACQUISITION consists of 41.97 acres.

41.97 acres of total site area at \$14,892 per acre:	\$625,000
Allocated Outlot B 5.06 acres fee acquisition at \$22,925 per acre:	\$116,000
Allocated Outlot C 32.60 acres at \$11,718 per acre:	\$382,000
Allocated C-1 1.35 acres at \$53,000 per acre:	\$72,000
Allocated D 2.96 acres at \$18,581 per acre:	\$55,000

Value of Opinion _____ Sub Total: \$625,000

Utility Value of Improvements:

Severance Damages n/a

Marketing Time Estimate 12 months +/-

TOTAL: \$625,000

Appraiser's Signature 	Date
, License #40368613	04/14/2022
Appraiser's Signature 	Date
, License #4000813	04/14/2022

Exhibit 5: Board approval to purchase property

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

June 22, 2021

Resolution No. 21-319

Motion by Commissioner Mary Hamann-Roland

Second by Commissioner Mike Slavik

Authorization To Acquire Property From Adelmann Farm LLC

WHEREAS, by Resolution No. 13-441 (August 27, 2013), the Dakota County Board of Commissioners approved the Lake Marion Greenway (Greenway) Master Plan; and

WHEREAS, the Greenway includes the South Creek tributary to the Vermillion River, a Minnesota Department of Natural Resources designated trout stream, as one of the key water resources within the Greenway; and

WHEREAS, the Adelmann Farm LLC (Adelmann) has 80.57 acres of natural area and agricultural land in the southwestern portion of Farmington that includes the confluence of 1,012 feet of South Creek and 3,939 feet of the Vermillion River; and

WHEREAS, Adelmann agreed to sell fee title to 42.62 acres, which includes the future greenway trail corridor; South Creek; the Vermillion River, floodplain and riparian habitat; three acres of currently cultivated land; and public access from 220th Street and Spruce Street as a new County Park-Conservation Area; and

WHEREAS, the appraised value of the 42.62-acre Adelmann property, including the public access corridor, is \$565,000, and Adelmann has agreed to sell the 42.62 acres for \$535,000; and

WHEREAS, the estimated closing costs are \$5,000 for a total estimated acquisition cost of \$540,200; and

WHEREAS, the County received Minnesota Law 2018 (ML18) Outdoor Heritage (OH) grant funds, and the 2021 Environmental resources (ER) Capital Improvement Program (CIP) budget has available grant funds and County grant-match funds to expend to acquire the natural area (NA) portion of the Adelmann property as an eligible project; and

WHEREAS, the Greenway corridor portion of the Adelmann property is eligible for Acquisition Opportunity Fund (AOF) funding from the Metropolitan Council (MC) to acquire the Greenway corridor portion of the Adelmann property; and

WHEREAS, there is available Greenway acquisition funding in the 2021 Parks CIP to acquire the Greenway corridor portion of the Adelmann property; and

WHEREAS, ML18 OH funding requires a Notice of Funding Restriction (NOFR) for the NA portion of the acquisition be executed by the County Board Chair and to record such restriction on the Adelmann property prior to funding reimbursement by the State of Minnesota; and

WHEREAS, the final acquisition costs of the Adelmann property will be determined after the settlement statements are finalized.

**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> X </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 22nd day of June 2021, 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 22nd day of June 2021.



Clerk to the Board

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the expenditure of up to \$540,200, including an estimated \$5,000 for closing costs, to acquire fee title to 42.62 acres of the Adelman Farm LLC property in the City of Farmington as a new County Park Conservation Area; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Division Director to execute a purchase agreement with Adelman Farm LLC to acquire 42.62 acres of property, 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 Chair to execute a Notice Of Funding Restriction as required for use of Minnesota Law 2018 Outdoor Heritage funds for acquiring the natural area portion of the Adelman Farm LLC property, subject to approval by the County Attorney's Office as to form; and

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

Expense	
Acquisition of the Adelman property (LC10062)	\$439,400
ML18 OH Grant (LC00008)	<u>(\$439,400)</u>
Total Expense	\$0
Revenue	
Acquisition of the Adelman property OH Grant (LC10062)	\$352,500
Acquisition of the Adelman property County Match (LC10062)	\$ 86,900
ML18 OH Grant (LC00008)	<u>(\$352,500)</u>
ML18 OH County (LC00008)	<u>(\$ 86,900)</u>
Total Revenue	\$0

; and

BE IT FURTHER RESOLVED, That following final completion of the acquisition of the Adelman Farm LLC property, staff will submit the necessary forms and documentation to the State of Minnesota to receive approximately \$352,500 in ML18 OH reimbursement funds; and

BE IT FURTHER RESOLVED, That such reimbursement from the State of Minnesota for acquisition of the Adelman property will be returned to the 2021 Environmental Resources Capital Improvement Program budget; and

BE IT FURTHER RESOLVED, That following final completion of the acquisition of the Adelman Farm LLC property, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately \$75,600 in Acquisition Opportunity Fund reimbursement funds; and

BE IT FURTHER RESOLVED, That such reimbursement from the Metropolitan Council for acquisition of the Adelman Farm LLC property will be returned to the 2021 Parks Capital Improvement Program budget.

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> X </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 22nd day of June 2021, 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 22nd day of June 2021.



Clerk to the Board

Exhibit 6: Purchase agreement

Contract # C0034137

**FEE TITLE PURCHASE AGREEMENT OF THE ADELMANN FARM LLC PROPERTY
BY THE COUNTY OF DAKOTA**

This Purchase Agreement (hereinafter called the "Agreement"), made and entered into on the 23rd day of JUNE 2021, by and between the Adelman Farm LLC, c/o Nancy M. Adelman, President, 6404 Linda Lane, Danbury, WI 54830 (hereinafter called the "Seller"), and the COUNTY OF DAKOTA, 1590 Highway 55, Hastings, MN 55033, a political subdivision of the State of Minnesota, (hereinafter called the "Buyer").

WITNESSETH

WHEREAS, Seller is the owner of certain real property situated in Dakota County, Minnesota identified by parcel Identification Number 14-03600-90-010; and

WHEREAS, Seller agrees to sell, and Buyer agrees to buy the property defined below and all improvements thereon, including any mineral rights and access or other easements benefiting the property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated in this document, 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 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 the Buyer and the Title Company.
 - c. "**Closing Date**" shall mean the date on which the Buyer acquires the Property and the terms of this Agreement are fulfilled. For this Agreement, the date shall be no later than November 30, 2021.
 - d. "**Due Diligence Deadline**" shall mean no less than two weeks prior to closing.
 - 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. "**Fixtures**" shall mean items that are embedded in the land or attached to the building(s) and cannot be removed without damage to the real property or building(s).
 - 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 situated in Dakota County, Minnesota being conveyed from Seller to Buyer, as legally described in **Exhibit A**, and generally depicted in **Exhibit A-1** attached hereto.
- k. "Retained Property" shall mean that certain real estate situated in Dakota County, Minnesota, adjacent to the Property, excepted from this Agreement, retained by Seller, and generally depicted in **Exhibit A-1**.
- l. "Purchase Price" shall mean the sum of **Five Hundred Thirty-Five Thousand Two Hundred Dollars (\$535,200)**.
- m. "Title Company" shall mean DCA Title Company at 7373 - 147th Street West, Suite 161, Apple Valley, Minnesota 55124.
- n. "Warranty Deed" shall mean a deed conveying good and marketable title of record to the Property, subject to the following title exceptions:
 - i. Building and zoning laws, ordinance, state and federal regulations;
 - ii. Reservation of any mineral rights to the State of Minnesota;
 - iii. Other 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 by Seller.

2. FEE OWNER. 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 hereinafter identified below:

- a. Building and zoning laws, ordinances, State and Federal regulations; and
- b. Utility, drainage, and public road easements of record.

Seller agrees to convey Seller's interest in the Property to Buyer pursuant to the terms herein.

3. FIXTURES AND PERSONAL PROPERTY. None.

4. TITLE EXAMINATION. Within twenty (20) days after the Effective Date, Seller shall deliver to Buyer an abstract of title or registered property certificate for the Property or at Seller's election, a commitment from the Title Company to issue to Buyer an ALTA policy of title insurance for the Property. Buyer shall pay the entire cost for updating the abstract or registered property certificate or the full charge for a title insurance commitment/binder. Buyer shall be allowed up to twenty (20) days after receipt for examination of the title documents and to make any objections to title. Buyer shall make any such objection in writing or the objection shall be deemed to be waived. If any objections are made, Seller shall have one hundred twenty (120) days to make title marketable. 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 one hundred twenty (120) 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.

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.

5. PAYMENT TERMS. As consideration for the covenants and agreements made herein, Buyer agrees to pay the Purchase Price to Seller for the Property, less closing costs, 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.

6. CLOSING COSTS.

- a. Seller shall be responsible for and pay the following costs: updating abstract or Torrens title records, special assessment search, tax and judgment search, any corrective title action needed and fees associated with clearing Seller's title, and Seller's attorney's fees. Further, Seller shall be solely responsible for, and hold Buyer harmless from paying, any real estate fees or commissions due or claimed to be due arising from this transaction.
- b. Buyer is responsible for paying the costs for a title commitment and supplements, examination fee, name search, property inspection, title insurance premium, property inspection, any recording fees for the Trustees Deed and Special Warranty Deed, and one hundred (100) percent of closing fees charged by the Title Company.

7. SELLER'S CLOSING DOCUMENTS. Seller agrees to execute and deliver the following documents to Buyer on the date of closing:

- a. A Warranty Deed from the Adelman Farm LLC conveying marketable title to the Property.
- 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, including any additional property taxes resulting from any "Green Acres" reassessment pursuant to MINNESOTA STATUTES § 273.111.
- 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.

8. 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.

9. TAXES AND SPECIAL ASSESSMENTS. Seller will pay all past due property taxes and any installments of special assessments levied against the Property, and due at the date of closing, 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 due after the Closing Date. Seller will pay any additional property taxes resulting from any "Green Acres" reassessment pursuant to MINNESOTA STATUTES § 273.111.

10. 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. Buildings, if any, are entirely within the boundary lines of the Property.
- f. 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.
- g. There has been no labor or material furnished to the Property for which payment has not been made.
- h. 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.
- i. The Property is not subject to a lien for Medical Assistance or other public assistance.
- j. 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, as hereinafter defined).
- k. Seller has no knowledge, nor does Seller have reason to know, of any production, use, treatment, storage, transportation, or disposal of any Hazardous Substance (as hereinafter defined) on the Property 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.
- l. Seller has no knowledge, nor does Seller have reason to know that any asbestos-containing materials incorporated into the buildings or interior improvements or equipment that are part of the Property, if any, nor is there any electrical transformer, fluorescent light fixture with ballasts or other PCB-containing item on the Property.
- m. 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.
- n. Seller has disclosed to Buyer in writing the location of any individual sewage treatment systems located on the Property.
- o. Seller has disclosed to Buyer in writing the location of any individual wells located on the Property to the best of Seller's knowledge.

- p. To the best of Seller's knowledge, there is no lead paint used in the construction or maintenance of any building(s) on the Property.
- q. 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

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

- a. 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. Buyer shall pay all costs and expenses of such tests, inspections and investigations and shall hold Seller and the Property harmless from all costs and liabilities relating to the Buyer's activities. Buyer shall further repair and restore any damage to the Property caused by or occurring during Buyer's testing and return the Property to substantially the same condition as existed prior to such testing and investigation.

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.

12. CLOSING. The Closing shall occur on 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.

13. 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.

14. 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 the 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 three (3) business days to inspect the Property and an additional two (2) 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.

15. 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. Buyer shall have six (6) months to exercise its right of specific performance under this section. In the event that Buyer defaults in the performance of any of its obligations under this Agreement, Seller shall have, as its sole and exclusive remedy, the right to cancel this Agreement as permitted by MINNESOTA STATUTES §§ 559.21 and 559.217.

16. 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 the 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.

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

18. 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:

Alan Singer, Land Conservation Manager, or Successor
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124

With respect to Seller:
Adelmann Farm LLC
Nancy M. Adelmann, President
6404 Linda Lane
Danbury, WI 54830

Copy to:
Richard J. Gabriel, Esq.
Gabriel Law Office, PLLC
880 Sibley Memorial Highway, Suite 114
Mendota Heights, MN 55118

- 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 and the County Attorney's Office do 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.
19. TAX IMPLICATIONS. Seller shall consult with an attorney or tax consultant to discuss the tax implications that may result from the sale of the Property. The Buyer does not offer tax advice and encourages Seller to seek its own independent review of tax implications.

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

SELLER:

Nancy Madelmann

Nancy M. Adelman, President
Adelmann Farm LLC

Date of Signature 6-23-2021

BUYER:

DocuSigned by:
Steve Mielke
2F374ADAEDF34F4...

Steve Mielke, Director
Physical Development Division

Date of Signature 06/22/2021 | 2:45 PM CDT

Approved as to form:

Greta Bjerkness
Assistant Dakota County Attorney

Date of Signature: June 22, 2021

KS-2021-00271

Approved by County Board
Resolution No. 21-319

Dakota County Parks

LEGAL DESCRIPTION OF COUNTY PARK CONSERVATION AREA BEING ACQUIRED FROM THE ADELMANN FARM LLC

That part of the West Half of the Southeast Quarter of Section 36, Township 114 North, Range 20 West, Dakota County, Minnesota, described as follows:

Beginning at the southwest corner of said West Half of the Southeast Quarter; thence on an assumed bearing of North 00 degrees 35 minutes 56 seconds East along the west line of said West Half of the Southeast Quarter a distance of 2072.93 feet; thence North 72 degrees 11 minutes 54 seconds East a distance of 1039.30 feet; thence North 52 degrees 31 minutes 23 seconds East a distance of 425.48 feet to the north line of said West Half of the Southeast Quarter; thence North 89 degrees 50 minutes 14 seconds East along said north line a distance of 10.03 feet to the northeast corner of said West Half of the Southeast Quarter; thence South 00 degrees 48 minutes 47 seconds West along the east line of said West Half of the Southeast Quarter a distance of 741.68 feet; thence North 89 degrees 59 minutes 58 seconds West a distance of 110.49 feet; thence South 55 degrees 19 minutes 46 seconds West a distance of 314.32 feet; thence South 01 degrees 56 minutes 29 seconds East a distance of 314.08 feet; thence South 31 degrees 40 minutes 32 seconds West a distance of 1167.44 feet; thence South 00 degrees 20 minutes 28 seconds West a distance of 420.93 feet to the south line of said West Half of the Southeast Quarter; thence South 89 degrees 53 minutes 31 seconds West along said south line a distance of 374.48 feet to the point of beginning.

Area = 42.62 acres

LEGAL DESCRIPTION OF THE REGIONAL GREENWAY CORRIDOR TO BE ACQUIRED FROM THE ADELMANN FARM LLC

TRACT NO. 219

The northerly 150.00 feet of that part of the West Half of the Southeast Quarter of Section 36, Township 114 North, Range 20 West, Dakota County, Minnesota, described as follows:

Beginning at the southwest corner of said West Half of the Southeast Quarter; thence on an assumed bearing of North 00 degrees 35 minutes 56 seconds East along the west line of said West Half of the Southeast Quarter a distance of 2072.93 feet; thence North 72 degrees 11 minutes 54 seconds East a distance of 1039.30 feet; thence North 52 degrees 31 minutes 23 seconds East a distance of 425.48 feet to the north line of said West Half of the Southeast Quarter; thence North 89 degrees 50 minutes 14 seconds East along said north line a distance of 10.03 feet to the northeast corner of said West Half of the Southeast Quarter; thence South 00 degrees 48 minutes 47 seconds West along the east line of said West Half of the Southeast Quarter a distance of 741.68 feet; thence North 89 degrees 59 minutes 58 seconds West a distance of 110.49 feet; thence South 55 degrees 19 minutes 46 seconds West a distance of 314.32 feet; thence South 01 degrees 56 minutes 29 seconds East a distance of 314.08 feet; thence South 31 degrees 40 minutes 32 seconds West a distance of 1167.44 feet; thence South 00 degrees 20 minutes 28 seconds West a distance of 420.93 feet to the south line of said West Half of the Southeast Quarter; thence South 89 degrees 53 minutes 31 seconds West along said south line a distance of 374.48 feet to the point of beginning.

Area = 5.06 acres

**LEGAL DESCRIPTION OF THE NATURAL AREA TO BE ACQUIRED
FROM THE ADELMANN FARM LLC**

TRACT NO. 217

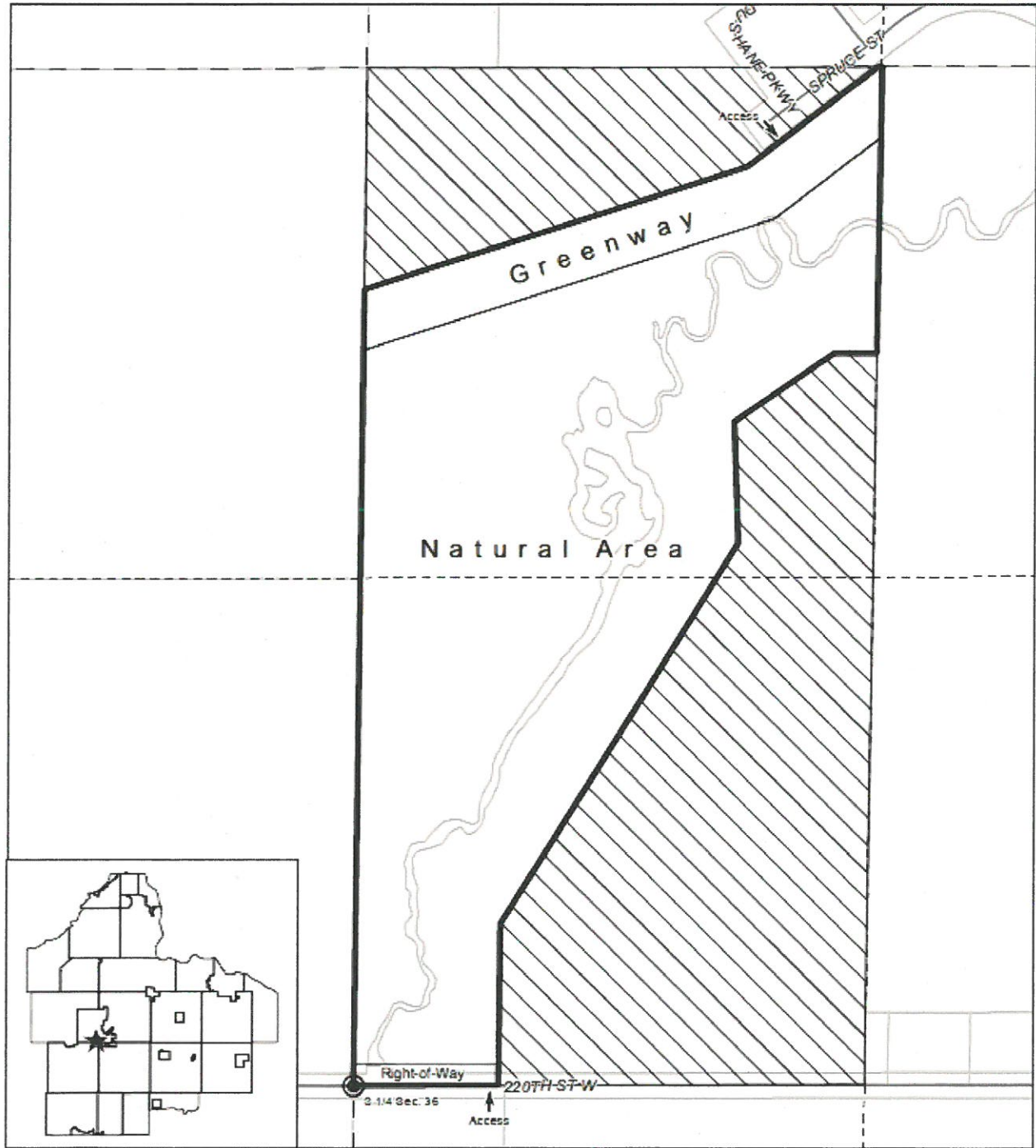
That part of the West Half of the Southeast Quarter of Section 36, Township 114 North, Range 20 West, Dakota County, Minnesota, described as follows:

Beginning at the southwest corner of said West Half of the Southeast Quarter; thence on an assumed bearing of North 00 degrees 35 minutes 56 seconds East along the west line of said West Half of the Southeast Quarter a distance of 2072.93 feet; thence North 72 degrees 11 minutes 54 seconds East a distance of 1039.30 feet; thence North 52 degrees 31 minutes 23 seconds East a distance of 425.48 feet to the north line of said West Half of the Southeast Quarter; thence North 89 degrees 50 minutes 14 seconds East along said north line a distance of 10.03 feet to the northeast corner of said West Half of the Southeast Quarter; thence South 00 degrees 48 minutes 47 seconds West along the east line of said West Half of the Southeast Quarter a distance of 741.68 feet; thence North 89 degrees 59 minutes 58 seconds West a distance of 110.49 feet; thence South 55 degrees 19 minutes 46 seconds West a distance of 314.32 feet; thence South 01 degrees 56 minutes 29 seconds East a distance of 314.08 feet; thence South 31 degrees 40 minutes 32 seconds West a distance of 1167.44 feet; thence South 00 degrees 20 minutes 28 seconds West a distance of 420.93 feet to the south line of said West Half of the Southeast Quarter; thence South 89 degrees 53 minutes 31 seconds West along said south line a distance of 374.48 feet to the point of beginning, excepting from the previous described property the northerly 150.00 feet and the south 55.00 feet thereof.

Area = 37.09 acres

Dakota County Parks

Greenway Acres	5.08
Natural Area Acres	37.09
Right-of-Way Acres	0.47
Total Fee Purchase Acres	42.62



N ● Section Corner ● Quarter Corner ■ Fee Purchase ▨ Exception Area □ Parcels — Roads

Map Date: 5/12/2021 1 inch = 333 feet


ADDENDUM TO PURCHASE AGREEMENT

Addendum to Purchase Agreement (hereinafter referred to as the "Addendum") between the Adelmann Farm LLC, c/o Nancy M. Adelmann, President, 6404 Linda Lane, Danbury, WI 54830 (hereinafter referred to as the "Seller") and the COUNTY OF DAKOTA, a political subdivision of the State of Minnesota (hereinafter referred to as the "Buyer"), dated June 23, 2021, pertaining to the purchase and sale of property legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto, and pursuant to paragraph 1.g and 1.j. 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.g. - Closing date shall be on or before August 15, 2022.
2. Paragraph 1.j. – Legal Description has been revised based on Final Plat approved by the City of Farmington and the County of Dakota.
3. This Addendum may be executed by electronic signature and in separate counterparts which, taken together, shall be and comprise one agreement.

SELLER


DocuSigned by:


Nancy M. Adelmann, President
 Adelmann Farm LLC

Date of Signature 05/04/2022 | 10:23 AM CDT

BUYER

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

DocuSigned by:


Steve Mielke, Director
 Physical Development Division

Date of Signature 05/03/2022 | 4:09 PM CDT

Approved as to form:

/s/ Joseph Marek
 Assistant Dakota County Attorney

Date of Signature: May 3, 2022

KS-2021-271-1
 Approved by Resolution No. 21-319

ADDENDUM TO PURCHASE AGREEMENT

EXHIBIT A

**Legal Description of the Adelman Farm LLC Property being Acquired by the
County of Dakota County**

Tract No. 217

Outlots B, C and D, Vermillion Valley Development, according to the recorded plat thereof, Dakota County, Minnesota.

ADDENDUM TO PURCHASE AGREEMENT

Exhibit B

Survey of the Adelman Farm LLC Property Depicting Outlots B, C and D being Acquired by the County of Dakota

Tract No. 217

