

Committee Report

Community Development Committee



Community Development Committee Meeting: July 18, 2022

For the Metropolitan Council: July 27, 2022

Business Item: 2022-191

Park Acquisition Opportunity Fund, Lake Byllesby Regional Park (Ferguson), Dakota County

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$120,229 to Dakota County to acquire the 10.2-acre Ferguson property located in Randolph Township for Lake Byllesby Regional Park.
2. Authorize the Community Development Director to execute the restrictive covenant on behalf of the Council.

Summary of Community Development Committee Discussion/Questions

This business item was passed as part of the Community Development Committee's consent agenda on July 18, 2022.



Committee Report

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: July 18, 2022

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Park Acquisition Opportunity Fund Award, Lake Byllesby Regional Park (Ferguson), Dakota County

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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 also in attendance.

There were no questions and the Metropolitan Parks and Open Space Commission voted unanimously to approve the proposed actions.

Motion by Commissioner Jeremy Peichel, seconded by Commissioner Todd Kemery. Motion carried.



Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: July 18, 2022

For the Metropolitan Council: July 27, 2022

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Park Acquisition Opportunity Fund Award, Lake Byllesby Regional Park (Ferguson), 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

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Background

Regional Park Implementing Agency (Agency) and Project Request

Dakota County requested a Park Acquisition Opportunity Fund (PAOF) grant on May 20, 2022, to fund the acquisition of a 10.2-acre property for Lake Byllesby Regional Park. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3.

Lake Byllesby Regional Park is located on the southern border of Dakota County in the Cannon River Valley on one of the largest lakes in the County, Lake Byllesby.

Subject Property

As shown in Exhibit 1, the subject property is within the Council-approved boundary of Lake Byllesby Regional Park. The property is undeveloped and features woodlands, wetlands, and grasslands. The property is an inholding on the west side of Lake Byllesby, just north of the Cannon River (see Exhibit 1, Figure 4).

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 \$153,000 and the Seller has agreed to 100% of the appraised amount. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, taxes, appraisal, environmental assessment, and stewardship is \$160,306 as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$153,000
Stewardship	\$0
Appraisal, legal fees, taxes, closing costs	\$5,085
Environmental assessment	\$2,221
Total Costs	\$160,306
Grant structure	
Grant amount	\$120,229
Local match	\$40,077

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 Byllesby Regional Park master plan in 2018 ([Business Item 2018-114](#)). 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 undeveloped land featuring woodlands, wetlands and grasslands and will be added to the existing natural resource features at Lake Byllesby Regional Park.
 - 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 (PTLF) appropriation requirements.



Thrive Lens Analysis

This request is consistent with *Thrive MSP 2040*'s Livability and Stewardship outcomes. The Council's investment in Lake Byllesby Regional Park will preserve and protect natural resources along the Cannon River and Lake Byllesby and will 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 \$40,077.

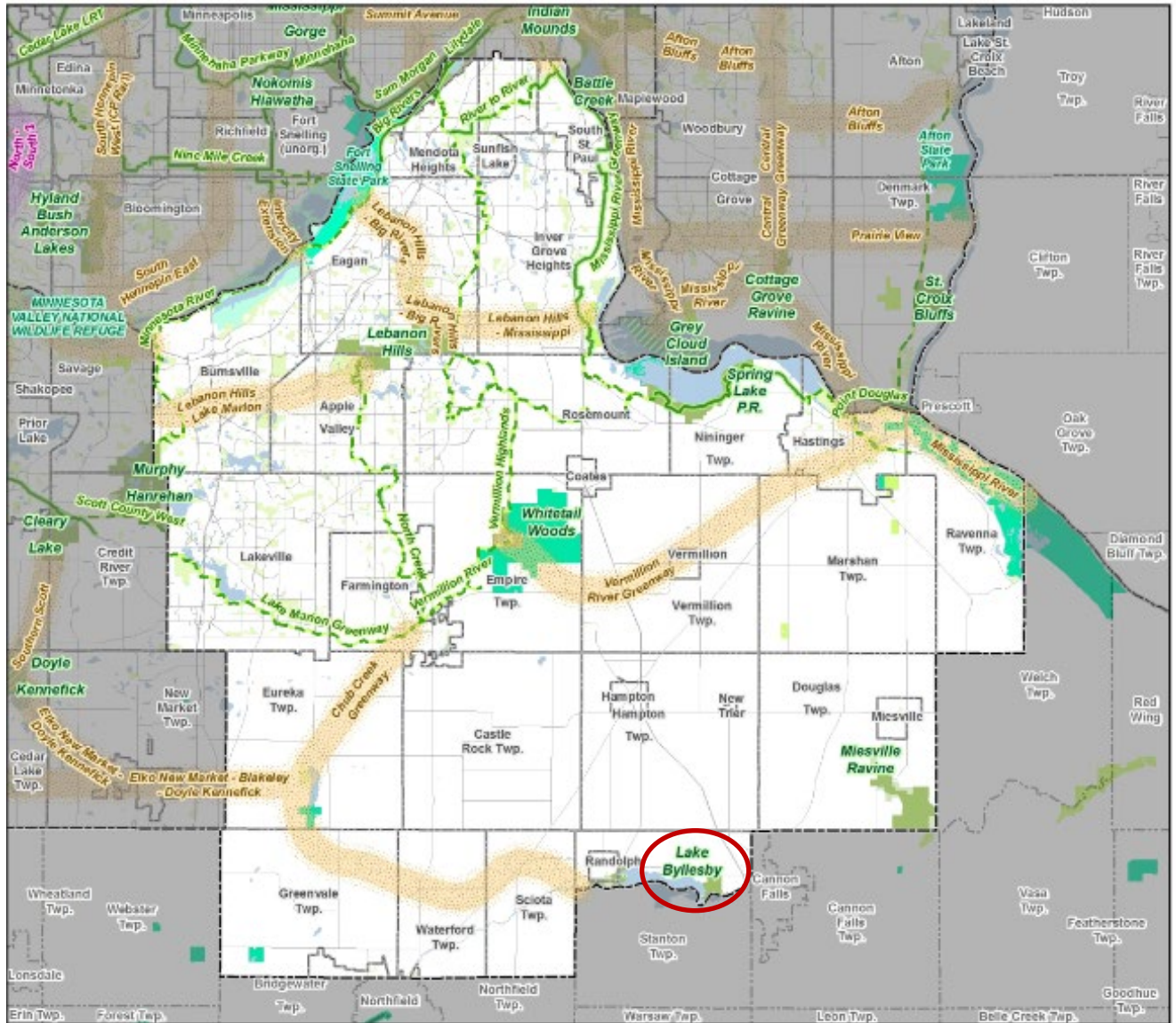
Exhibit List

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



Exhibit 1 – Images

Figure 1. Map of Dakota County and The Regional Parks System, with Lake Byllesby Regional Park circled in red



- | | | |
|---|---|--|
| <p>Regional Parks</p> <ul style="list-style-type: none"> Existing In Master Plan Planned Parks and Reserves <p>Regional Trails</p> <ul style="list-style-type: none"> Existing Regional Trails Planned Regional Trails Regional Trail Corridor Land | <p>Regional Park Search Areas and Regional Trail Search Corridors</p> <ul style="list-style-type: none"> Boundary Adjustments Search Areas Regional Trail Search Corridors Regional Trails - 2040 System Additions | <ul style="list-style-type: none"> 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 2. Map of Randolph Township and Lake Byllesby Regional Park

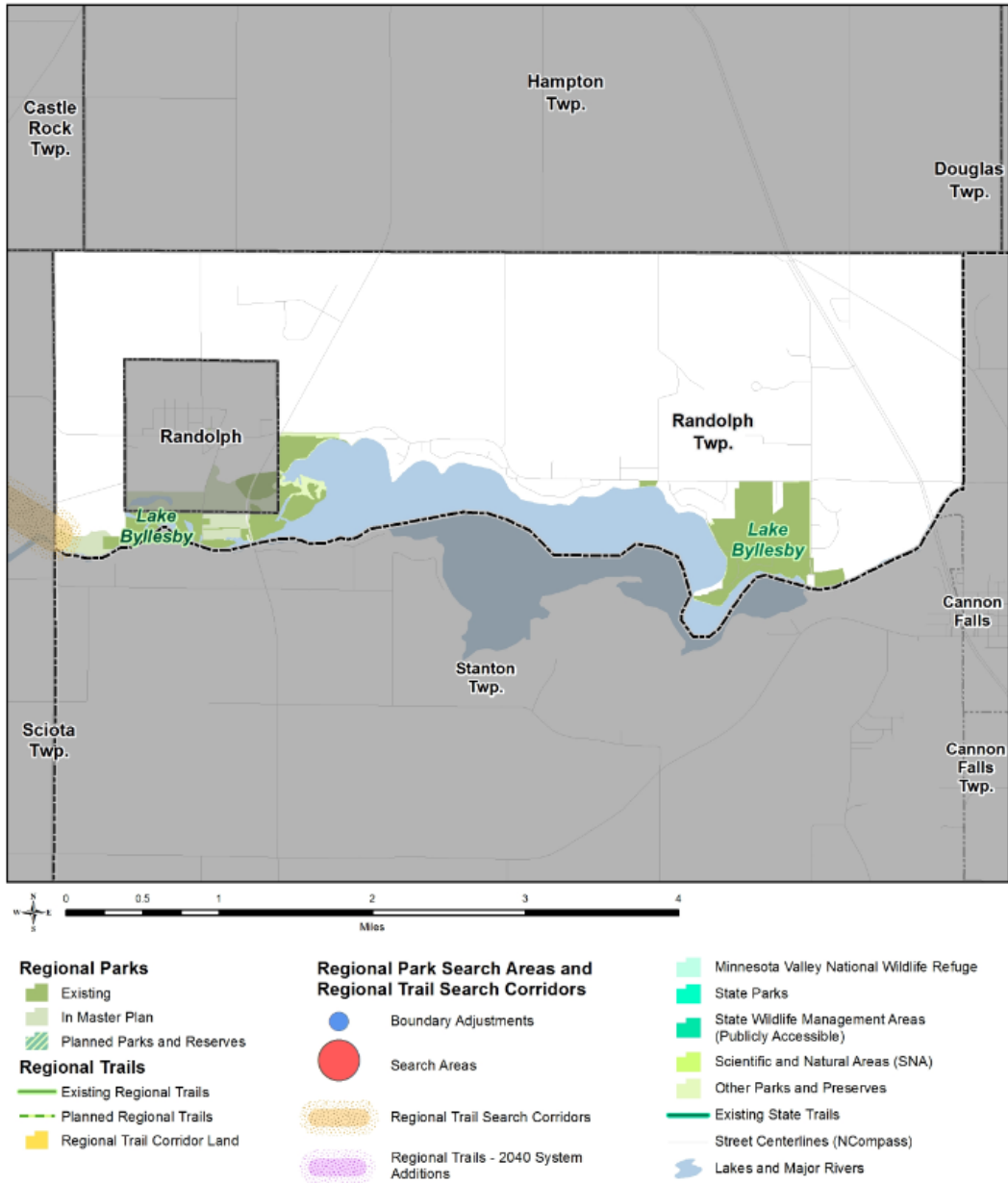


Figure 3. Image of Lake Byllesby Regional Park



Figure 4. Ferguson inholding, shown in yellow, located on the west side of Lake Byllesby Regional Park

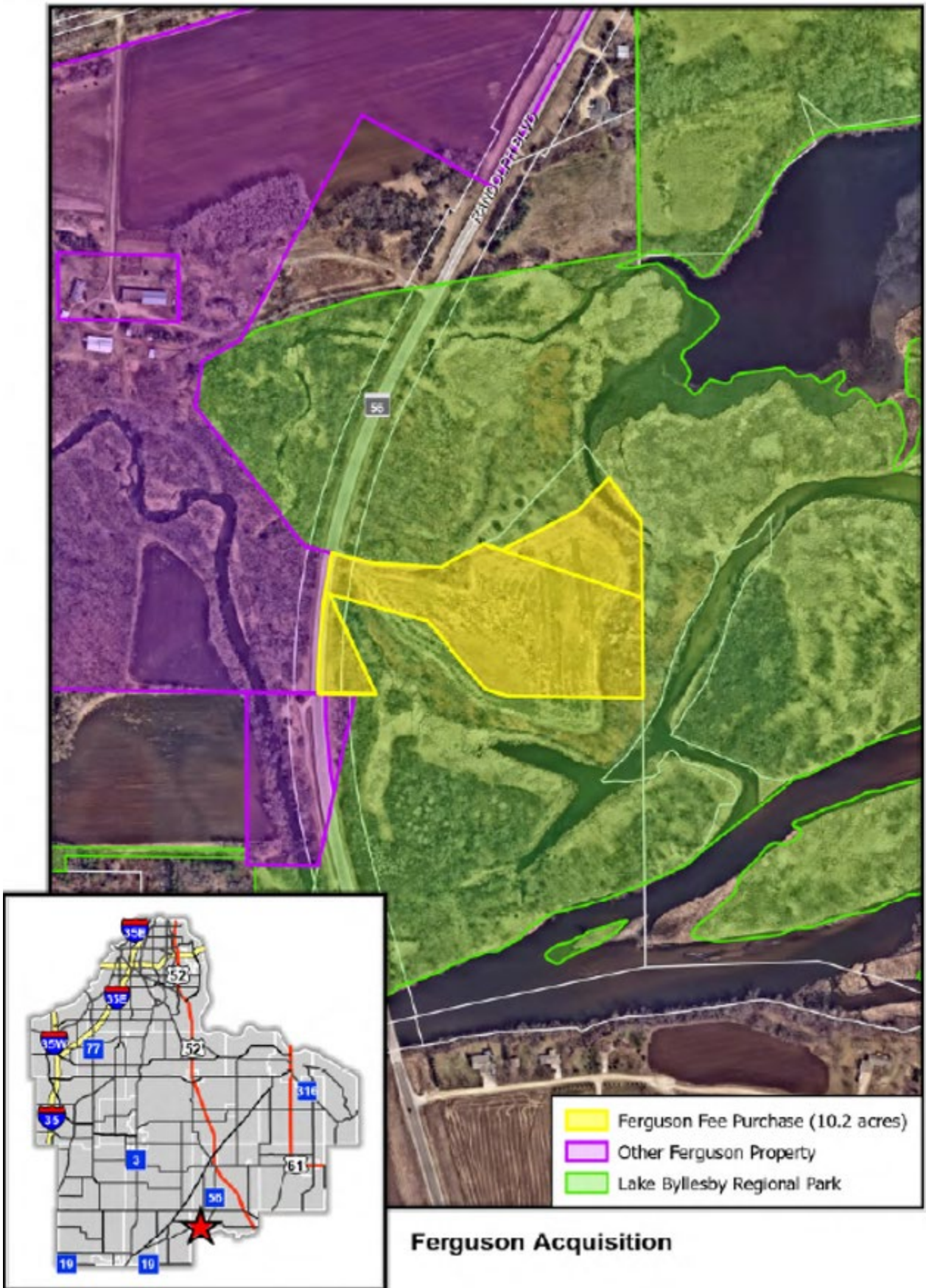


Exhibit 2: Grant request letter



May 20, 2022

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

Dear Jessica:

Dakota County requests Metropolitan Council consideration authorizing a \$120,444.53 Parks Acquisition Opportunity Fund (PAOF) grant for the purchase of the 10.2-acre Judith H. Ferguson Trust property as an addition to Lake Byllesby Regional Park (LBRP).

The LBRP Master Plan was updated and approved by the Dakota County Board of Commissioners on January 23, 2018. The Master Plan included previously identified Trust property as a park in-holding, but also included additional Trust property to protect natural resources including shoreline of a shallow bay, invasive species removal, and restoration to native vegetation.

The County completed, reviewed, and accepted an independent appraisal to substantiate the \$153,000 purchase price. The Phase 1 Environmental Assessment indicated no known or suspected conditions.

The Dakota County Board of Commissioners authorized acquisition of the Trust property and submission of an AOF grant request at its May 18, 2021 meeting. The County executed the purchase agreement with the property owners on September 28, 2021 and executed an addendum on May 5, 2022.

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

Expense Item	Amount
Purchase Price	\$153,000.00
Estimated Closing Costs and Title Insurance	\$1,251.00
Phase I Environmental Assessment	\$2,221.00
Appraisal & Appraisal Update	\$3,700.00
PILT (1.8 x City of Randolph Property Tax)	\$115.06
Pro-rated Property Tax	\$ 18.65
Total	\$160,592.71
75 percent of total	\$120,444.53
25 percent of total	\$ 40,148.75

Environmental Resources

Thank you for considering this request.

Sincerely,



Nicki Geisler, Parks Director



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

17868 - Acquisition of Ferguson Trust property for Lake Byllesby Regional Park
Parks Grants Acquisition

Status: Under Review Submitted Date: 05/20/2022 12:51 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 Ext.
Phone

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 Ext.

Fax:

PeopleSoft Vendor Number 0000026855A13

Project description

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

Park or trail name Lake Byllesby RP-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 Byllesby Regional Park Master Plan 05/23/2018
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 ADDENDUM FORTHCOMING IN DAYS
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 12/13/2021

Appraised value \$153,000.00

Amount being offered the seller (net of closing and other costs) \$153,000.00 100.0%
% of appraised value

Who performed the appraisal? Walker Appraisals

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? Yes
Fully Partially

...shoreline? Yes
Fully Partially

Describe the existing natural resources it contains

The property is undeveloped land featuring woodland, wetland, and grassland. The grassland is a former hay field.

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 included because of its quality resources and alignment with the adopted regional park master plan.

Stewardship and minimal access

Describe the stewardship plan.

Lake Byllesby Regional Park has a Natural Resource Management Plan that outlines priority management activities, primarily including invasive species management and water quality improvement 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, Park
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
Judith H. Ferguson Trust	Southeast of County Road 88 and State Hwy 56	32-00800-41-013	2.07	05/05/2022	No	58B	Randolph	Dakota	16	H	44.520074	-93.010322
Judith H. Ferguson Trust	Southeast of County Road and State Hwy 56	32-00800-41-015	8.13	05/05/2022	No	58B	Randolph	Dakota	16	H	44.519292	-093.011098
			10.20									

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	\$153,000.00	\$68,850.00	\$45,900.00	\$38,250.00
Appraisal expenses				
Appraisal	\$3,700.00	\$1,665.00	\$1,110.00	\$925.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$2,221.00	\$999.00	\$667.00	\$555.00
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	\$19.00	\$8.00	\$6.00	\$5.00
Legal services and closing costs	\$1,251.00	\$563.00	\$375.00	\$313.00
Property tax equivalency payment-473.341	\$115.00	\$52.00	\$34.00	\$29.00
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	\$160,306.00	\$72,137.00	\$48,092.00	\$40,077.00

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)	\$160,306.00	\$72,137.00	\$48,092.00	\$40,077.00	\$120,229.00

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.docx	docx	807 KB
2.0 Master plan documentation (REQ'D)	MP documentation	2.0 Master Plan Documentation.pdf	pdf	643 KB
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	Board resolution	3.0 Board Resolution Amendment No. 22-148_4-5-22.pdf	pdf	21 KB
4.0 Signed purchase agreement/instrument (REQ'D)	PA	4.0 Purchase Agreement.pdf	pdf	390 KB
5.1 Appraisal report (REQ'D)	Appraisal	5.1 Appraisal Report.pdf	pdf	8.5 MB
5.2 Appraisal review report (NOT req'd)				

5.3 Client's instructions to appraiser (REQ'D)	appraisal assignment	5.3 Appraisal Assignment.docx	docx	36 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.pdf	pdf	8.9 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 and PINS.doc	doc	30 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	13.1 Aerial Photo.docx	docx	1.5 MB
13.2 For trails, parcel map showing trail route (Required for trails)				
13.3 Image documenting location of property within RPS unit (REQ'D)	property location	13.3 Property Location Within Regional Park System Unit.docx	docx	699 KB
13.4 GIS shape-file for property (REQ'D)	shapefiles	13.4 GIS Shape-file.zip	zip	2 KB
SECTION 5 - Invoices				
14.1 Invoices: State deed tax or conservation fee (REQ'D)				
14.2 Invoices: Current property tax statement with pro-rated share of tax due (REQ'D)	tax statements	14.2 Current Property Tax Statements.docx	docx	164 KB
14.3 Invoices: Tax equivalency payment (REQ'D)	tax equiv payment	14.3 Tax Equivalency Payment.docx	docx	164 KB
14.4 Invoices: Phase 1 environmental assessment (Required if claimed in application)	phase 1 invoice	14.4 Phase I Invoice.pdf	pdf	1.2 MB
14.5 Invoices: Phase II environmental assessment (Required if claimed in application)				
14.6 Invoices: Appraisal (Required if claimed in application)	appraisal invoices	14.6 Appraisal Invoices.pdf	pdf	1.2 MB
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 AOF 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

APPRAISAL SUMMARY

Owners of Record	Randall Ferguson
Property Location	East of Randolph Blvd, Section 8, T 112 N, R 18 W
Size of Parcel	10.2 acres
Purpose of the Appraisal	To estimate the market value of the subject property for potential purchase by Dakota County.
Property Rights Appraised	Fee simple subject to easements and restrictions of record
Hypothetical Conditions	None
Extraordinary Assumptions	None
Intended Users	Dakota County, the Metropolitan Council
Present Use	Agriculture
Improvements	None
Zoning	Rural residential
Date of Value	December 13, 2021
Estimate of Market Value	\$153,000

Wendy Walker

January 20, 2022

Wendy Walker, MAI, AI-GRS, ARA, RRPA
Certified General Appraiser, MN #40698934 expires 8-31-2022

Date

Exhibit 5: Board approval to purchase property

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

April 5, 2022

Resolution No. 22-148

Motion by Commissioner Hamann-Roland

Second by Commissioner Joe Atkins

Amendment Of Resolution No. 21-269 Authorizing Acquisition Of Judith H. Ferguson Property

WHEREAS, the Judith H. Ferguson Trust (Trust) owns 168 acres of property in the City of Randolph and Randolph Township, of which 92.9 acres are located in the approved Lake Byllesby Regional Park (LBRP) boundary; and

WHEREAS, by Resolution No. 21-269 (May 18, 2021), the Dakota County Board of Commissioners authorized the expenditure of up to \$145,800 to acquire 10.2 acres of Trust property in the City of Randolph as an addition to LBRP; and

WHEREAS, although the Trust signed the purchase agreement (PA) to sell 10.2 acres to the County, delays by the Trust in executing the PA prevented the County from submitting an Acquisition Opportunity Fund (AOF) grant request to the Metropolitan Council (MC) because the effective appraisal date was more than one year old and exceeds the current MC AOF funding eligibility policy; and

WHEREAS, County staff completed, reviewed, and approved the new appraised value of \$153,000 for the 10.2-acre Trust property; and

WHEREAS, the Trust has agreed to sell the 10.2 acres for \$153,000; and

WHEREAS, the total estimated cost to acquire the Trust property, including an estimated \$3,200 for closing costs, is \$156,200.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends Resolution No. 21-269 and authorizes the expenditure of an additional \$10,400 for a total amount not to exceed \$153,200, including an estimated \$3,200 in closing costs to acquire 10.2 acres of Trust property in the City of Randolph; and

BE IT FURTHER RESOLVED, that following acquisition of the Trust property, staff will submit the necessary forms and documentation to the MC to receive approximately \$117,150 of reimbursement funds which will be returned to the 2022 Parks CIP.

**STATE OF MINNESOTA
County of Dakota**

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

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 5th day of April 2022, now on file in the County Administration Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 5th day of April 2022.



Clerk to the Board

Exhibit 6: Purchase agreement

Dakota County Contract # C0034140.1

**FEE TITLE PURCHASE AGREEMENT OF THE JUDITH H. FERGUSON TRUST
PROPERTY BY THE COUNTY OF DAKOTA**

This Purchase Agreement (hereinafter called the "Agreement"), made and entered into on the 5th day of May 2022, by and between the Judith H. Ferguson Trust, c/o Randall J. Ferguson, Trustee, 3241 Pleasant Avenue, Minneapolis, MN 55405 (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 Numbers 32-00800-41-013 and 32-00800-41-015; 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 July 31, 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 **One Hundred Fifty-Three Thousand Dollars (\$153,000)**.
- m. "Title Company" shall mean DCA Title Company at 7373 - 147th Street West, Suite 161, Apple Valley, Minnesota 55124.
- n. "Trustee's 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 have no closing costs.
- b. Buyer is responsible for paying the costs for a title commitment and supplements, examination fee, name search, property inspection, updating abstract or Torrens title records, special assessment search, tax and judgment search, 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 Trustee's Deed from Judith H. Ferguson Trust 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 § 103I.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.
 - 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.

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. METROPOLITAN COUNCIL FUNDING RESTRICTIONS AND COVENANTS. The Grantor and Grantee acknowledge that the Grantee's purchase of this Property may be funded, in part, by a grant from the Metropolitan Council (hereinafter referred as the "Council") which requires the following additional restrictions on the Property for funding eligibility, and hereby place such restrictions and covenants on the Property in addition to the restrictions placed on the Property as follows:

- a. Conveyances. Grantee may not sell, lease, or mortgage the Property or any portion thereof, or otherwise convey or grant any easement or allow any other encumbrance to be placed against the Property or restrict the use thereof unless the written approval of the Council or its successors is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains.

- b. Regional Purpose. The Property shall be used solely for regional recreational open space purposes as those purposes are from time to time defined by the Council or its successors, unless the Council or its successors shall consent to the other use or uses by written instrument duly filed and recorded and designating the nature, extent, and duration of the use for which such consent is given. Without limiting the foregoing, the Regional Trail and Wastewater Facilities (see below), together with uses such as benches, bike racks, local trail connections, information kiosks, retaining walls, drinking fountains, and tables, and fences are permitted uses for regional recreational open space purposes.
- c. Wastewater Facilities. The Grantor acknowledges that as a condition for the Grantee to receive funding from the Council, Grantee must grant the Council the option to construct, operate and maintain Wastewater Facilities in the Property. Grantor consents to and permits the Grantee to assign the rights necessary to accomplish the construction, operation and maintenance of the Wastewater Facility (hereinafter referred to as the "Wastewater Facility Rights") to the Council, its successors or assigns. Upon written request by and at no cost to the Council, Grantee will execute and deliver to the Council an assignment of rights in the Property allowing the Council to construct, install, operate and maintain the Wastewater Facilities over, under and across the Property substantially in the form of the assignment attached hereto and incorporated herein as the attached **Exhibit B** for the location or locations described by the Council in its written request to Grantee. The Parties acknowledge that pursuant to a Grant Agreement entered or to be entered between the Council and the Grantee, Council may exercise its contractual right to the Wastewater Facilities Rights on one or more occasions. The Grantee agrees that the Wastewater Facilities Rights may not be exercised unless assigned to the Council, its successors or assigns.

If the Grantee is eligible to receive Council funding for the Property, Grantor will allow the above-described, additional Council-required restrictions within the Property.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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:

Randall Ferguson, Trustee
Judith H Ferguson Trust
29270 Doyle Trail
Northfield, MN 55057

- 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.

20. 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:

DocuSigned by:
Randy Ferguson

3BC63ECB35F94DD...
Randall J. Ferguson, Trustee
Judith H. Ferguson Trust

05/05/2022 | 6:59 AM PDT

Date of Signature _____

BUYER:

DocuSigned by:
Steve Mielke

2F374ADAEDF34F4...
Steve Mielke, Director
Physical Development Division

Date of Signature 04/08/2022 | 1:55 PM CDT

Approved as to form:

/s/ Joseph Marek
Assistant Dakota County Attorney

Date of Signature: April 8, 2022

KS-2021-267-1

Approved by Dakota County Board
Resolution No. 21-269 and 22-148

Dakota County Parks

Legal Description of the Judith H. Ferguson Trust Property being Acquired by the County of Dakota

Tract No. 231

That part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 112 North, Range 18 West, Dakota County, Minnesota lying easterly of State Trunk Highway No. 56 (Randolph Blvd.)

EXCEPTING therefrom Auditors Subdivision No. 20, according to the recorded plat thereof

AND

EXCEPTING therefrom the following described property:

Commencing at a point on the Westerly line of Auditor's Subdivision No. 20. Randolph, said point is marked by a concrete monument and referred to as point no. 69 on said plat; thence North 00 degrees 42 minutes 27 seconds West (assumed bearing) along a line from the previously described monument a distance of 329.06 feet to the point of beginning of the tract to be described; thence continuing North 00 degrees 42 minutes 27 seconds West along the last described line a distance of 250 feet to a concrete monument marking the point referenced as No. 68 on said plat; thence North 36 degrees 39 minutes 38 seconds West along said Auditor's Subdivision line a distance of 309.32 feet; thence South 43 degrees 03 minutes 32 seconds West along said Auditor's Subdivision line a distance of 406.68 feet; thence South 62 degrees 24 minutes 05 seconds West along said Auditor's Subdivision line a distance of 60.00 feet; thence South 71 degrees 32 minutes 04 seconds East a distance of 546.76 feet to the point of beginning.

And

That part of the Southwest quarter (SW $\frac{1}{4}$) of Section Eight (8), Township One Hundred Twelve (112), Range Eighteen (18), described as follows:

Commencing at a point on the Westerly line of Auditor's Subdivision No. 20. Randolph, said point is marked by a concrete monument and referred to as point no. 69 on said plat; thence North 00 degrees 42 minutes 27 seconds West (assumed bearing) along a line from the previously described monument a distance of 329.06 feet to the point of beginning of the tract to be described; thence continuing North 00 degrees 42 minutes 27 seconds West along the last described line a distance of 250 feet to a concrete monument marking the point referenced as No. 68 on said plat; thence North 36 degrees 39 minutes 38 seconds West along said Auditor's Subdivision line a distance of 309.32 feet; thence South 43 degrees 03 minutes 32 seconds West along said Auditor's Subdivision line a distance of 406.68 feet; thence South 62 degrees 24 minutes 05 seconds West along said Auditor's Subdivision line a distance of 60.00 feet; thence South 71 degrees 32 minutes 04 seconds East a distance of 546.76 feet to the point of beginning.

Excepting therefrom that part of the Southwest quarter (SW $\frac{1}{4}$) of Section Eight (8), Township One hundred twelve (112), Range Eighteen (18), described as follows: Commencing at a point on the Westerly line of Auditor's Subdivision No. 20, Randolph, said point is marked by a concrete monument and referred to as point No. 69 on said plat; thence North 00 degrees 42 minutes 27 seconds West (assumed bearing) along a line from the previously described monument to a concrete monument marking the point referenced as No. 68 on said plat, a distance of 579.06 feet; thence North 36 degrees 39 minutes 38 seconds West a distance of 177.20 feet to the point of beginning, thence continuing North 36 degrees 39 minutes 38 seconds West along said Auditor's Subdivision line a distance of 132.12 feet; thence South 43 degrees 03 minutes 32 seconds West along said Auditor's Subdivision line a distance of 406.68 feet; thence South 62 degrees 24 minutes 05 seconds West along said Auditor's Subdivision line

a distance of 60 feet; thence South 71 degrees 32 minutes 04 seconds East a distance of 62 feet; thence North 62 degrees 24 minutes 05 seconds East a distance of 282.22 feet; thence North 43 degrees 03 minutes 32 seconds East a distance of 147.56 feet to the point of beginning.

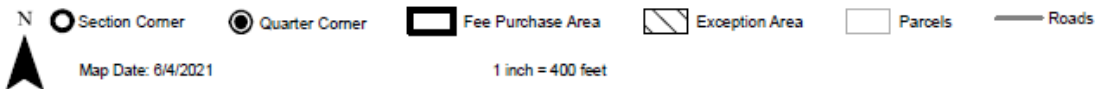
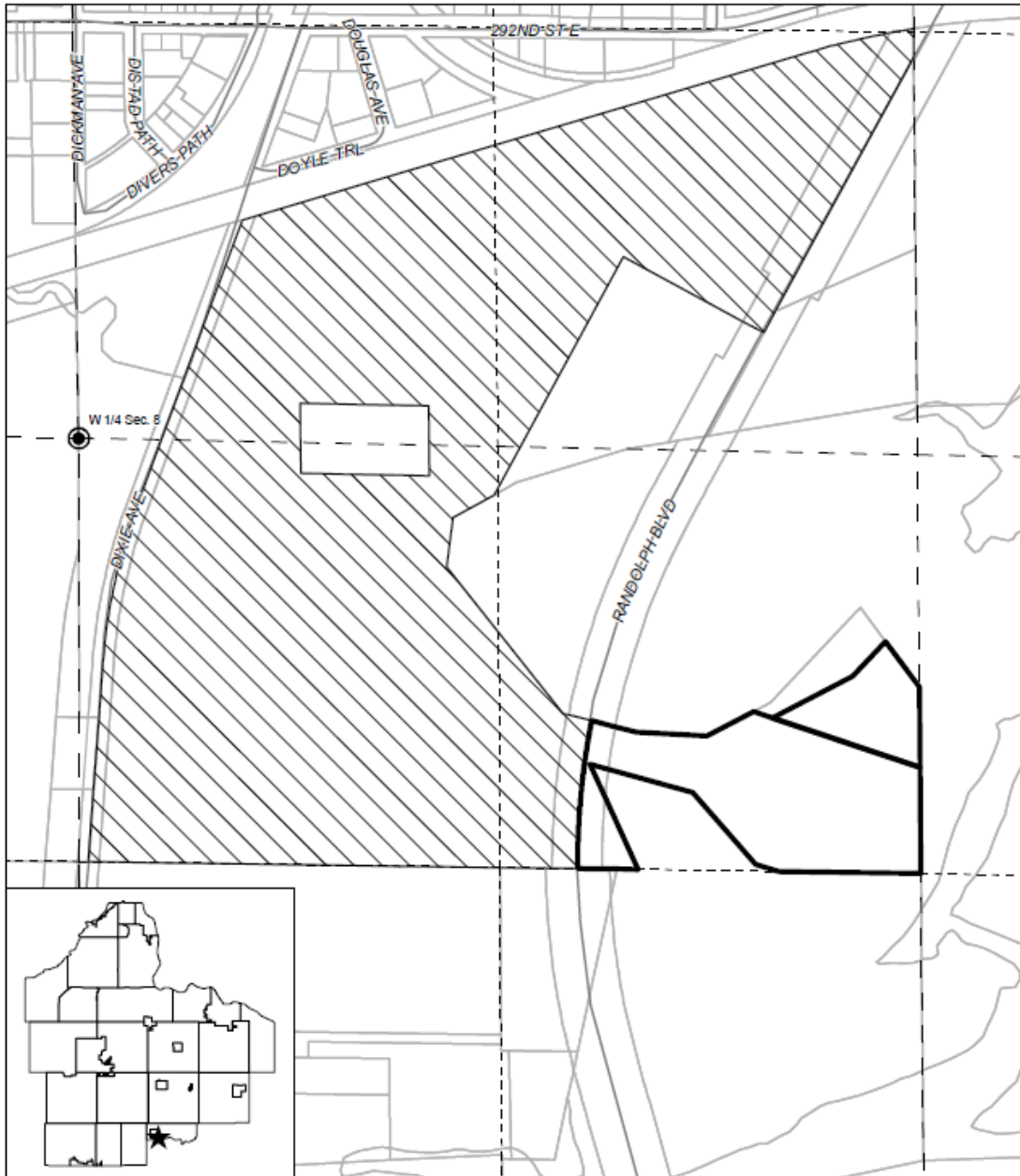
Total Area: 10.20 acres

Dakota County Parks

General Depiction of the Judith H. Ferguson Trust Property being Acquired by the County of Dakota

Tract No. 231

PLS Sections 8, 112-18
Total Fee Purchase Acres 10.20



ADDENDUM TO PURCHASE AGREEMENT

Addendum to Purchase Agreement (hereinafter referred to as the "Addendum") between the Judith H. Ferguson Trust, c/o Randall J. Ferguson, Trustee, 3241 Pleasant Avenue, Minneapolis, MN 55405 (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 September 28, 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.c. 1.i. and 19.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 October 15, 2022.
2. Paragraph 1.j. – Purchase Price shall mean the sum of One Hundred Fifty-Three Thousand Dollars (\$153,000).
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:
Randy Ferguson

3BC63ECB35E94DD...
Randal J. Ferguson, Trustee
Judith H Ferguson Trust

Date of Signature 05/18/2022 | 6:28 AM PDT

BUYER

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

DocuSigned by:
Georg T. Fischer

A29C8B8168944C4...
Georg T. Fischer, Director
Physical Development Division

Date of Signature 05/18/2022 | 9:58 AM CDT

Approved as to form:

/s/ Joseph Marek
Assistant Dakota County Attorney

Date of Signature: May 17, 2022

KS-2021-267-2

Approved by Resolution No. 21-269 and 22-148

ADDENDUM TO PURCHASE AGREEMENT**EXHIBIT A****Legal Description of the Judith H. Ferguson Trust Ferguson Property
being Acquired by the County of Dakota County****Tract No. 231**

That part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 112 North, Range 18 West, Dakota County, Minnesota lying easterly of State Trunk Highway No. 56 (Randolph Blvd.) EXCEPTING therefrom Auditors Subdivision No. 20, according to the recorded plat thereof AND also EXCEPTING therefrom the following described property:

Commencing at a point on the Westerly line of Auditor's Subdivision No. 20. Randolph, said point is marked by a concrete monument and referred to as point no. 69 on said plat; thence North 00 degrees 42 minutes 27 seconds West (assumed bearing) along a line from the previously described monument a distance of 329.06 feet to the point of beginning of the tract to be described; thence continuing North 00 degrees 42 minutes 27 seconds West along the last described line a distance of 250 feet to a concrete monument marking the point referenced as No. 68 on said plat; thence North 36 degrees 39 minutes 38 seconds West along said Auditor's Subdivision line a distance of 309.32 feet; thence South 43 degrees 03 minutes 32 seconds West along said Auditor's Subdivision line a distance of 406.68 feet; thence South 62 degrees 24 minutes 05 seconds West along said Auditor's Subdivision line a distance of 60.00 feet; thence South 71 degrees 32 minutes 04 seconds East a distance of 546.76 feet to the point of beginning.

And

That part of the Southwest quarter (SW $\frac{1}{4}$) of Section Eight (8), Township One Hundred Twelve (112), Range Eighteen (18), described as follows:

Commencing at a point on the Westerly line of Auditor's Subdivision No. 20. Randolph, said point is marked by a concrete monument and referred to as point no. 69 on said plat; thence North 00 degrees 42 minutes 27 seconds West (assumed bearing) along a line from the previously described monument a distance of 329.06 feet to the point of beginning of the tract to be described; thence continuing North 00 degrees 42 minutes 27 seconds West along the last described line a distance of 250 feet to a concrete monument marking the point referenced as No. 68 on said plat; thence North 36 degrees 39 minutes 38 seconds West along said Auditor's Subdivision line a distance of 309.32 feet; thence South 43 degrees 03 minutes 32 seconds West along said Auditor's Subdivision line a distance of 406.68 feet; thence South 62 degrees 24 minutes 05 seconds West along said Auditor's Subdivision line a distance of 60.00 feet; thence South 71 degrees 32 minutes 04 seconds East a distance of 546.76 feet to the point of beginning.

Excepting therefrom that part of the Southwest quarter (SW $\frac{1}{4}$) of Section Eight (8), Township One hundred twelve (112), Range Eighteen (18), described as follows: Commencing at a point on the Westerly line of Auditor's Subdivision No. 20, Randolph, said point is marked by a concrete monument and referred to as point No. 69 on said plat; thence North 00 degrees 42 minutes 27 seconds West (assumed bearing) along a line from the previously described monument to a concrete monument marking the point referenced as No. 68 on said plat, a distance of 579.06 feet; thence North 36 degrees 39 minutes 38 seconds West a distance of 177.20 feet to the point of beginning, thence continuing North 36 degrees 39 minutes 38 seconds West along said Auditor's Subdivision line a distance of 132.12 feet;

ADDENDUM TO PURCHASE AGREEMENT

thence South 43 degrees 03 minutes 32 seconds West along said Auditor's Subdivision line a distance of 406.68 feet; thence South 62 degrees 24 minutes 05 seconds West along said Auditor's Subdivision line a distance of 60 feet; thence South 71 degrees 32 minutes 04 seconds East a distance of 62 feet; thence North 62 degrees 24 minutes 05 seconds East a distance of 282.22 feet; thence North 43 degrees 03 minutes 32 seconds East a distance of 147.56 feet to the point of beginning.

Total Area: 10.20 acres

ADDENDUM TO PURCHASE AGREEMENT

Exhibit B

**General Depiction of the Judith H. Ferguson Trust Property being
Acquired by the County of Dakota**

Tract No. 231

