

Committee Report

Community Development Committee



Community Development Committee Meeting: Jan. 16, 2024

For the Metropolitan Council: Jan. 24, 2024

Business Item: 2024-6

Veterans Memorial Greenway Regional Trail, Park Acquisition Opportunity Fund Award (Schiela), Dakota County

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$568,655 from the Park Acquisition Opportunity Fund to Dakota County to acquire a 10.62-acre parcel located at 4420 Dodd Road in Eagan for the Veterans Memorial Greenway Regional Trail.
2. Allow the County to convey 3.2 acres of the property, valued at \$16,000, to the City of Eagan in exchange for a more efficient lake management approach and to save \$80,000 in assessments; retain a greenway corridor easement on approximately 0.14 acres of the conveyed property; and require a Council Agreement and Restrictive Covenant only on the easement portion of the conveyed property.
3. Authorize the Executive Director of Community Development to execute the grant agreement and restrictive covenant on behalf of the Council.

Summary of Community Development Commission Discussion/Questions

This business item was passed as part of the Community Development Committee's consent agenda on January 16, 2024.

Committee Report

Metropolitan Parks and Open Space Commission



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Summary of Metropolitan Parks and Open Space Commission Discussion

Jessica Lee presented the staff report to the Metropolitan Parks and Open Space Commission on January 4, 2024.

Commissioner Monica Dillenburg asked how the County could partially buy the lake. Lee explained that the lake is a state public water, and as such the acreage is excluded from the total value of the parcel, which is why the value of the smaller parcel is only \$16,000.

There was not a quorum present at the Metropolitan Parks and Open Space Commission, but those present recommended that this grant request advance to the Community Development Committee. There was unanimous support among Commissioners.

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: Jan. 16, 2024

For the Metropolitan Council: Jan. 24, 2024

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Veterans Memorial Greenway Regional Trail, Park Acquisition Opportunity Fund Award (Schiela), Dakota County

District(s), Member(s):	District H, Amanda Duerr District 15, Tenzin Dolkar
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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3. Authorize the Executive Director of Community Development to execute the grant agreement and restrictive covenant on behalf of the Council.

Background

Regional Park Implementing Agency and Project Request

Dakota County requested a Park Acquisition Opportunity Fund (PAOF) grant on October 31, 2023, to fund the acquisition of a 10.62-acre parcel for the Veterans Memorial 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 Veterans Memorial Greenway Regional Trail will travel five miles west to east from Eagan to Inver Grove Heights, linking Lebanon Hills Regional Park to the Mississippi River and the

Mississippi River Regional Trail (see Exhibit 1, Figures 2 and 3). Formerly known as the Rich Valley Greenway Regional Trail, the trail was rededicated as the Veterans Memorial Greenway Regional Trail to recognize the services and sacrifices made by veterans of Dakota County. The County has a Greenway Memorial Interpretive Plan which includes the subject Schiela property as one of three major Greenway entry points and as the proposed site for the Native American Veterans Memorial. The property is adjacent to the City of Eagan’s Lakeside Park, with a shared 4.5-acre shallow lake.

Subject Property

The subject 10.62-acre property is within the Council-approved boundary of Veterans Memorial Greenway Regional Trail. The property contains two wetlands, 2 acres of shallow lake, and is over 55% mixed woodlands and grasslands. An active eagle’s nest has been observed on the property. The property also contains a home constructed in 1920 and a few outbuildings that will be removed, with materials recycled where possible. Xcel Energy holds a 200-foot-wide transmission line easement along the property’s north boundary.

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 subject property and easement is \$672,000, and the Seller has agreed to a purchase amount of \$739,200, which is 110% of the appraised total value. Council policy allows for grants up to 110% of the certified appraised value. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, taxes, and appraisal is \$758,207 as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$739,200
Appraisal, legal fees, taxes, closing costs	\$16,358
Environmental assessment	\$2,649
Total Costs	\$758,207
Grant structure	
Grant amount	\$568,655
Local match	\$189,552

Acquisition Details

This is a fee title acquisition of 10.62 acres. The eastern 3.2 acres of the property, valued at \$16,000, will be conveyed to the City of Eagan after purchase in exchange for an \$80,000 reduction in assessments from the city. Conveying this property to the city allows for unified management of the lake and shoreline, as the City’s Lakeside Park is located adjacent to the subject property and contains the other half of the lake. In addition, the County will retain a greenway corridor easement on approximately 0.14 acres of the 3.2 conveyed acres in exchange. Exhibit 1, Figure 5 shows the location of the trail easement, portion of the parcel being conveyed to the City of Eagan, and the greenway easement. The Council’s Agreement and Restrictive Covenant will be placed only on the easement portion of the parcel conveyed to the city.

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 Parks and Trails Legacy Fund
- 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 long-range plan. The Council approved the Rich Valley Greenway Regional Trail long-range plan in 2018 ([Business Item 2018-36](#)). The proposed acquisition is within the boundaries of the approved long-range plan.
 - Siting and Acquisition Strategy 1 prioritizes the acquisition of lands with natural resource features, access to water, and/or restoration potential for the Regional Parks System. The subject property is necessary to complete the Veterans Memorial Greenway Regional Trail, and contains wetlands and half of a shallow lake. The subject property is adjacent to a local park which contains the other half of the shallow lake.
 - 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.

Thrive Lens Analysis

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

Funding

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

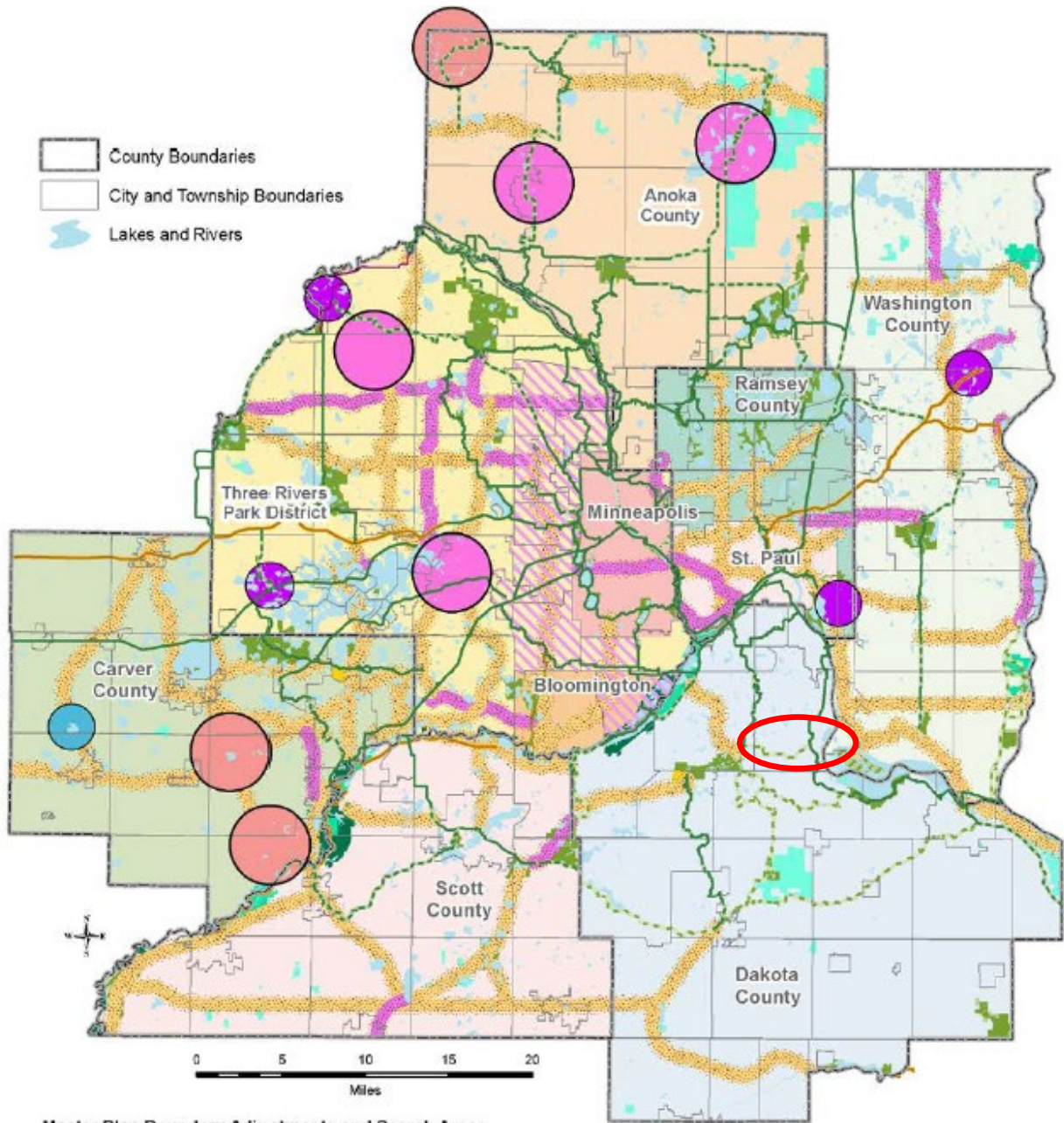
Dakota County will provide a local match of \$189,552.

Exhibit List

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

Exhibit 1 – Images

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



Master Plan Boundary Adjustments and Search Areas

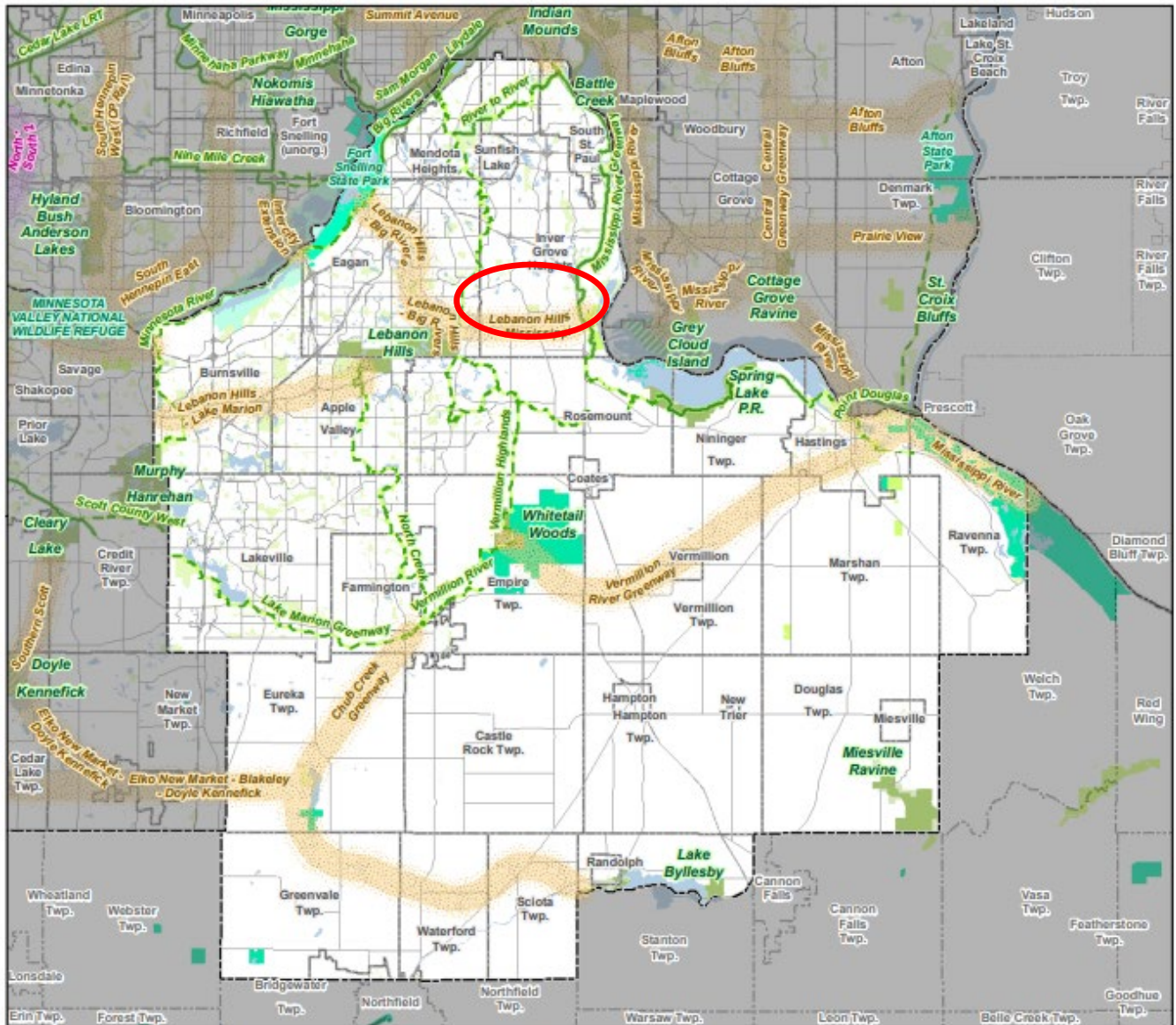
- | | |
|---|---|
| Existing: | 2020 Amendment: |
| Boundary Adjustment | Boundary Adjustment |
| Park Search Area | Park Search Area |
| | First-Ring City Bridging Facility Search Area |
| 2020 Amendment Regional Trail Search Corridor | |
| Regional Trail Search Corridors | |

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



Figure 2. Map of Dakota County and the Veterans Memorial Greenway Regional Trail (formerly a search corridor) circled in red.

Regional Parks System Dakota County



Regional Parks

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

Regional Trails

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

Regional Park Search Areas and Regional Trail Search Corridors

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

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

Figure 3. Overview of the Veterans Memorial Greenway Regional Trail with the subject property starred in yellow.

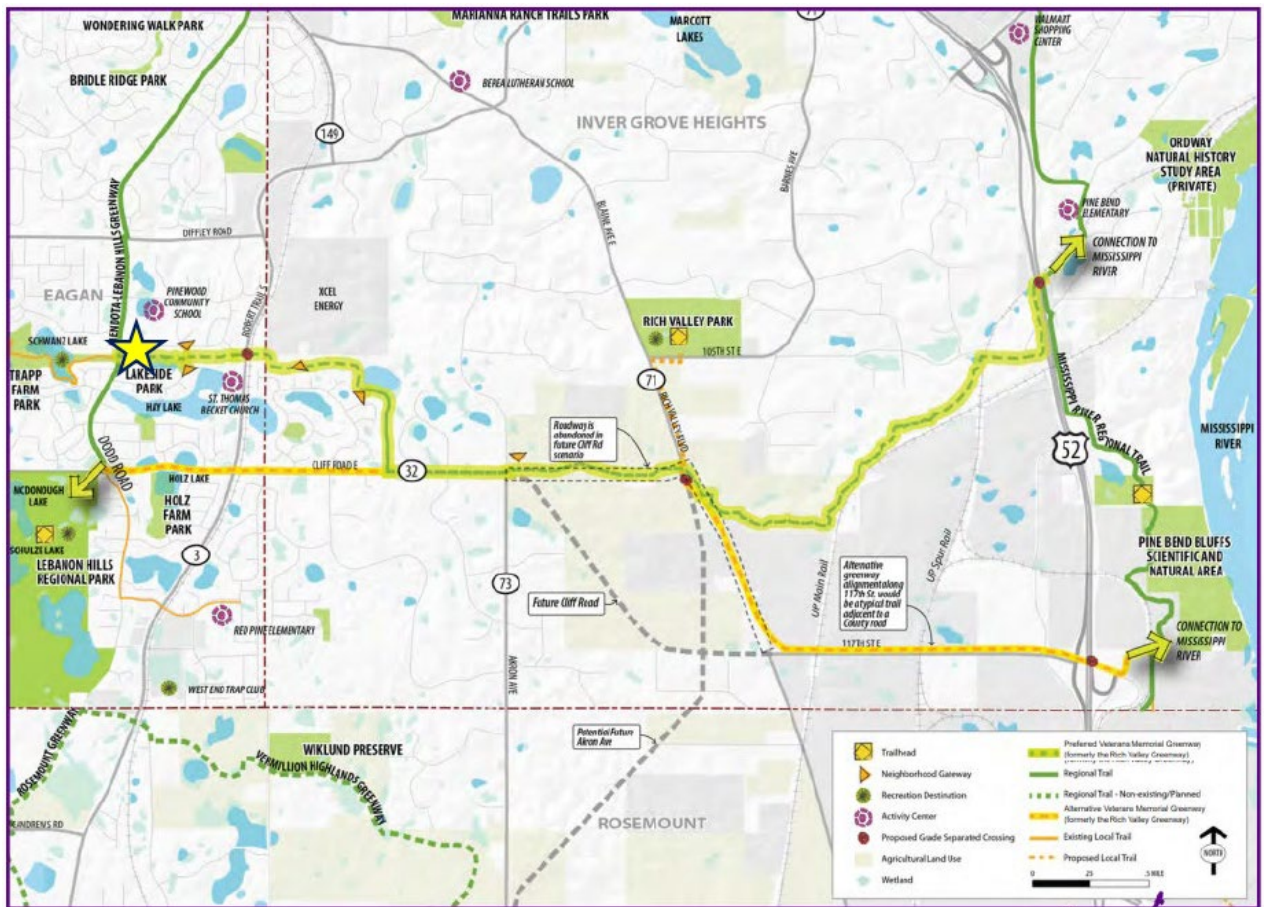
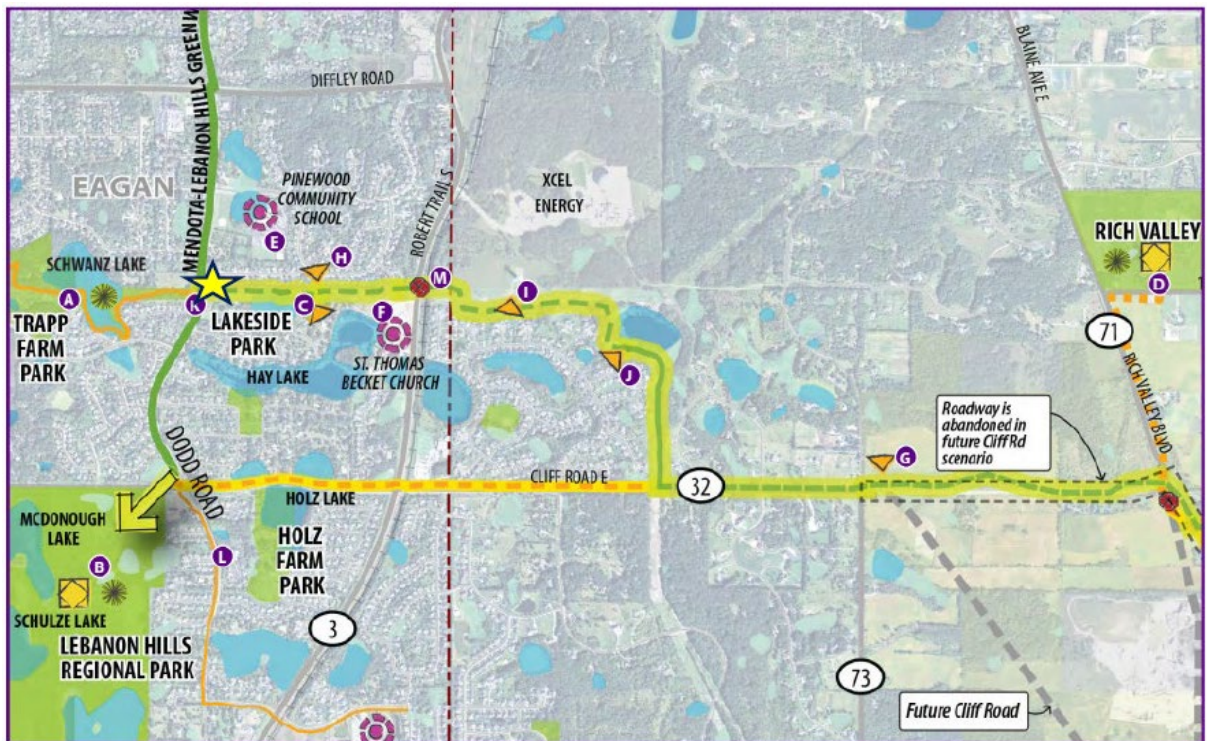


Figure 4. Close-up of segment one of the Veterans Memorial Greenway Regional Trail, with the approximate location of the subject property starred in yellow.



Metropolitan Council

Figure 5. Aerial photo of the subject property.

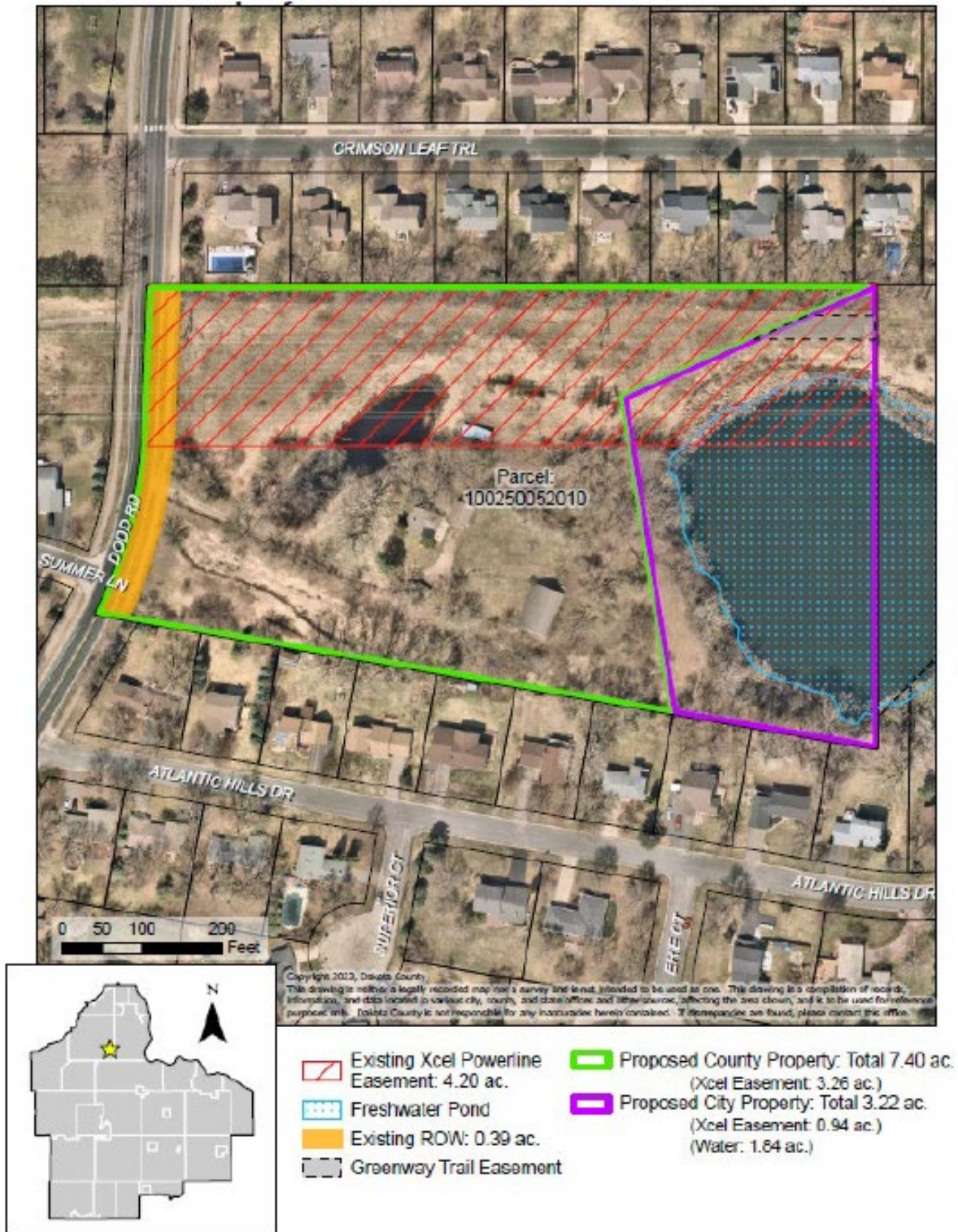


Exhibit 2: Grant request letter



December 18, 2023

Emmett Mullen
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

Administration
Office of Planning
Real Estate Office

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 Emmett:

Dakota County requests Metropolitan Council consideration authorizing a \$568,665.00 Acquisition Opportunity Fund (AOF) grant for the purchase of the Schiela Revocable Trust (Trust) property as a key addition to the Veterans Memorial Greenway.

The Dakota County Board of Commissioners adopted the Rich Valley Greenway Master Plan on September 26, 2017. The Master Plan identified the Schiela Trust property in the City of Eagan (City) as the western terminus of the Rich Valley Greenway at the intersection with the planned Mendota-Lebanon Hills Greenway. The County Board rededicated the Rich Valley Greenway as the Veterans Memorial Greenway (Greenway) to recognize the services and sacrifices made by veterans of Dakota County on August 19, 2019. The County Board approved the Greenway Memorial Interpretive Plan, which included the Trust property as one of three major Greenway entries and as the proposed site for the Native American Veterans Memorial, on July 18, 2023. The Trust property is adjacent to the City's Lakeside Park with a shared, 4.5-acre shallow lake.

The County completed, reviewed and accepted an independent appraisal of \$672,000. This value did not include deferred City assessments. The Trust is willing to sell the property for the appraised value plus ten percent or \$739,200, The City is waiving more than \$80,000 in pending assessments with the County paying for the remaining assessments from its own funds.

The Dakota County Board of Commissioners authorized acquisition of the Trust property and submission of an AOF grant request at its October 24, 2023, meeting. The approval includes conveyance of the eastern 3.22 acres to the City as an expansion of Lakeside Park as part of the overall property negotiations. The County proposes to not include this 3.22-acre portion of the Trust property in the PAOF-required Agreement and Restrictive Covenants. The purchase agreement (PA) was fully executed on October 31, 2023. The PA was amended to extend the closing date. The PA was amended again on December 19, 2023 to reflect changes in the purchase price and the County paying all closing costs and remaining City assessments.

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

Expense Item	Amount	
Purchase Price	\$739,200.00	
Estimated Title Insurance Premium	\$1,700.16	
Estimated State Deed Tax and Conservation Fee	\$2,444.36	
Estimated additional Closing Costs	\$1,580.00	
Appraisal	\$5,000.00	
Phase I Environmental Assessment	\$2,649.00	
PILT (1.8 x \$2,011.96 of City Property Tax)	\$3,621.53	
Property Tax (full 2024 due to delays and reduction in purchase price)	\$2,011.96	
Total	\$758,207.01	
	75 percent of total	\$568,655.00
	25 percent of total	\$189,522.01

Thank you for considering this request.

Sincerely,



Nicki Geisler, Parks Director



Al Singer, Real Estate Manager

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

Exhibit 3: Grant application



Application

18956 - FY2024 Park Acquisition Opportunity Fund Program
20165 - Acquisition of the Schiela Revocable Trust Property for the Veterans Memorial Greenway
Parks Grants Acquisition

Status: Under Review
Original Submitted Date: 10/31/2023 3:31 PM
Last Submitted Date: 12/18/2023 2:22 PM

Primary Contact

Feel free to edit your profile anytime your information changes. Create your own personal alerts using [My Alerts](#).

Name: He/him/his Al Singer
Pronouns First Name Middle Name Last Name

Title: Real Estate Office Manager

Department: PDD Administration

Email: al.singer@co.dakota.mn.us

Address: 14955 Galaxie Avenue

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

952-891-7001
Phone Ext.

Fax:

What Grant Programs are you most interested in? Parks Grants Acquisition

Organization Information

Name: DAKOTA COUNTY

Jurisdictional Agency (if different):

Organization Type: County Government

Organization Website:

Address: PARKS
14955 GALAXIE AVE

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

Dakota

Phone: 952-891-7991
Ext.

Fax:

PeopleSoft Vendor Number 0000026855A13

Project description

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

Park or trail name Veterans Memorial 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

Rich Valley Greenway Master Plan

02/28/2018

Name of master plan

Council approval date - Format: mmdyyy (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

02/29/2024

Format: mmdyyy (Do not enter any punctuation.)

Type of agreement

Purchase Agreement

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

Date agreement expires

02/29/2024

Format: mmdyyy (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

07/14/2023

Appraised value

\$672,000.00

Amount being offered the seller (net of closing and other costs)

\$739,200.00

110.0%

% of appraised value

Who performed the appraisal?

Patchin Messner Valuation Counselors

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

Dakota County

Survey

Was a survey done?

No

Quality of natural resources - is the property...

...undeveloped?

Fully

Yes

Partially

...wooded?

Fully

Yes

Partially

...shoreline?

Fully

Yes

Partially

Describe the existing natural resources it contains

Mosaic of habitat types including 1.8 acres of a 4.5-acre shallow lake also located on adjacent to the City of Eagan's Lakeside Park. Land is estimated to be two percent developed, 30 percent grassland, 23 percent wooded, and 35 percent wetland/open water. An active eagle's nest has been observed on the property,

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? Yes

If yes, describe.

Existing assessments have been reduced by the City of Eagan as part of this transaction and the balance will be paid by the Schiela Trust.

Are there easements or other encumbrances on any part of the property? Yes

If yes, describe

Xcel Energy has a 200-foot wide transmission line easement along the property's north boundary.

Clear title

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

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

Suggested funding source

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

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

Anticipated funding source PTLF Legacy / Council match

Select as many as apply

Funding source comments, if desired

Structures currently on the property

Does the property contain ANY structures? Yes

If yes, are there any habitable structures? Yes

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

If yes, what is the plan for the structure(s)? Demolition, with deconstruction and recycling of building materials where possible

If there are habitable structures, could they be relocated? If yes, how? If no, why not? No, due to age (over 100 years), design, and condition.

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

There are five buildings including a 1¼-story, 1,056 square foot house constructed in 1920; detached garage; former pumphouse, horse shelter; and 2,100 square foot, Quonset-style barn.

For ENRTF funding only

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

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

Stewardship and minimal access

Describe the stewardship plan.

In addition to removal of existing buildings, a natural resources management plan will be prepared in 2024 for the Veterans Memorial Greenway (VMG). The VMG Interpretive Memorial Plan adopted by the Dakota County Board on July 18, 2023 includes a small parking area, memorial node dedicated to Native American Veterans, and greenway wayfinding features. Memorial node preliminary design will begin under contract in 2024.

How will the stewardship implementation be funded?

Dakota County Parks operations.

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 Residential, Wetland, Woods

Select as many as apply

Previous land uses Agricultural, Commercial, Residential, Wetland, Woods

Select as many as apply

Adjacent land uses Park, Residential, Wetland, Woods

Select as many as apply

Inspection

Does the property contain any of the following? Wells, Septic, Power and/or utility lines, Ponds

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
Schiela Revocable Trust	4420 Dodd Road, Eagan, MN 55122	10-02500-52-010	10.62	10/31/2023	Yes	52B	Eagan	Dakota		H	44.7965481°	-93.1178891°
			11									

Local match

Source of local match

Dakota County

Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Georg Fischer	Physical Development Division Director	No

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$739,200.00	\$332,640.00	\$221,760.00	\$184,800.00
Appraisal expenses				
Appraisal	\$5,000.00	\$2,250.00	\$1,500.00	\$1,250.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$2,649.00	\$1,192.00	\$795.00	\$662.00
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	\$2,012.00	\$905.00	\$604.00	\$503.00
Legal services and closing costs	\$1,580.00	\$711.00	\$474.00	\$395.00
Property tax equivalency payment-473.341	\$3,622.00	\$1,630.00	\$1,086.00	\$906.00
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$2,444.00	\$1,100.00	\$733.00	\$611.00
Title insurance	\$1,700.00	\$765.00	\$510.00	\$425.00
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	\$758,207	\$341,193	\$227,462	\$189,552

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)	\$758,207	\$341,193	\$227,462	\$189,552	\$568,655

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	Heide Schiela Trust
Location:	4420 Dodd Road Eagan, Minnesota
Dakota County Parcel ID:	10-02500-52-010
Date of Valuation:	May 30, 2023
Date of Inspection:	May 30, 2023
Property Appraised:	Real Property (Land & Buildings)
Rights & Interest Appraised:	Fee Simple Market Value
Zoning:	R-1, Residential Single Family S, Shoreland Overlay District
Guiding:	LD, Low Density Residential (2040 Comprehensive Plan – Eagan)
Site Description:	The subject of this report is a 10.62-acre or 10.23-acre parcel, net of existing right-of-way, located along the east side of Dodd Road between Crimson Leaf Trail and Atlantic Hills Drive in the southeast portion of Eagan, Minnesota. The property is level-to-gently sloping with two smaller wetland areas in the western portion of the site and a freshwater pond in the eastern portion of the site. Furthermore, the northern portion of the property is generally open, while the southern portion has medium-to-heavy tree coverage. Access to the property is gained from Dodd Road via a gravel driveway in the western portion.
Description of Improvements:	The property is improved with a 1¼-story single-family residence, built in 1920, that has approximately 1,056 SF of finished area. There are two bedrooms and one full bathroom. In addition to the home there is an enclosed porch, two-stall detached garage, pumphouse/shed, Quonset shed, and old horse shelter. Reportedly the home is vacant with no water or power service. NOTE: The description of the improvements is based on the Northstar MLS data, Dakota County records, an exterior inspection of the home, and conversations with the trustee(s).

Highest and Best Use:

As Vacant

Low Density Residential Development

As Improved

Raze existing improvements and subdivision of land for single-family residential development

Site Area:

10.62 acres 10.23 acres, net of existing right-of-way

Proposed Allocation
County Property

7.40 acres or 7.01 acres, net of existing right-of-way

City Property

3.22 acres

(NOTE: The subject areas were obtained from the Parcel Sketch provided by the client.)

Value Conclusions:

Total Market Value of Subject	\$672,000
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Allocated as follows:

Market Value of Proposed County Property	\$656,000
Market Value of Proposed City Property	\$ 16,000

Exhibit 5: Board approval to purchase property

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

October 24, 2023

Resolution No. 23-482

Motion by Commissioner Halverson

Second by Commissioner Hamann-Roland

Authorization To Acquire Schiela Trust Property

WHEREAS, the County Board of Commissioners adopted the Rich Valley Greenway Master Plan, which identified the Schiela Trust property in the City of Egan (City) as the western terminus of the Greenway at the intersection with the planned Mendota-Lebanon Hills Greenway by Resolution No.17-493 (September 26, 2017); and

WHEREAS, the County Board of Commissioners rededicated the Rich Valley Greenway as the Veterans Memorial Greenway (Greenway) in 2019 to recognize the services and sacrifices made by veterans of Dakota County by Resolution No.19-678 (August 19, 2019); and

WHEREAS, the County Board of Commissioners approved the Greenway Memorial Interpretive Plan, which included the Schiela Trust (Trust) property as one of three major Greenway entries and as the proposed site for the Native American Veterans Memorial by Resolution No. 23-320 (July 18, 2023); and

WHEREAS, the Trust property consists of two wetlands, 2.2 acres of a 4.5-acre shallow lake, and mixed woodlands and grasslands and includes a 200-foot wide Xcel powerline easement; and

WHEREAS, structures located within the Trust property include a 1¼-story, 1,056 square foot house constructed in 1920; detached garage; and former pumphouse, horse shelter, and 2,100 square foot, Quonset-style barn; and

WHEREAS, discussions between the Trust, City, and County began in 2022 since the Trust property is adjacent to the Park where a portion of the Greenway trail and the Gold Stars Memorial are proposed; the small lake straddles both the Trust and Park properties; and there are significant deferred City assessments and accruing interest on the Trust property; and

WHEREAS, County staff proposes to convey fee ownership of the eastern 3.2 acres of the Trust property to the City to unify management of the lake and shoreline while retaining a County greenway corridor easement after City approval of a parcel subdivision; and

WHEREAS, County staff completed, reviewed, and approved an independent appraisal of the Trust property with the City as an intended user of the appraisal; and

WHEREAS, the Trust did not accept the appraised value as they were advised that their property was significantly more valuable; and

**STATE OF MINNESOTA
County of Dakota**

	YES		NO
Slavik	<u> X </u>	Slavik	_____
Atkins	<u> X </u>	Atkins	_____
Halverson	<u> X </u>	Halverson	_____
Droste	<u> X </u>	Droste	_____
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 24th day of October 2023, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 24th day of October 2023.



Clerk to the Board

WHEREAS, the City is willing to waive a significant portion of the existing assessments and further reduce the cost of the property with an internal transfer of funds and accept the eastern 3.2 acres of the Trust property as an expansion of the Park; and

WHEREAS, the Trust is now willing to sell the 10.6 acres for approximately six percent more than the appraised value, or \$807,930; and

WHEREAS, the total estimated cost to acquire the Trust property, including an estimated \$5,000 for closing costs, is \$812,930; and

WHEREAS, the estimated cost to recycle/demolish the existing buildings on the trust property is \$16,000, and

WHEREAS, the Trust property is eligible for Metropolitan Council (MC) Acquisition Opportunity Fund (AOF) funding; and

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

WHEREAS, the 2023 Parks Capital Improvement Program budget includes adequate fund balance for the 25 percent County match required by the MC AOF program; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the expenditure of up to \$828,930, including an estimated \$5,000 in closing costs and an estimated \$16,000 for building recycling/demolition costs, to acquire the 10.6-acre Schiela Trust property in the City of Eagan; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute the purchase agreement to acquire the 10.6-acre Schiela Trust property, contingent upon Metropolitan Council approval of an Acquisition Opportunity Fund grant request for the Schiela Trust property and subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the submission of an Acquisition Opportunity Fund grant request to the Metropolitan Council for acquiring the Schiela Trust property and associated costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners approves the conveyance of 3.2 acres of the former Schiela Trust property via a quit claim deed with a retained Greenway trail easement to the City of Eagan at no cost after the County acquires the Schiela Trust property and the City of Eagan approves a parcel subdivision; and

BE IT FURTHER RESOLVED, That following acquisition of the Schiela Trust property, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately \$621,698 of reimbursement funds, which will be returned to the 2023 Parks Capital Improvement Program.

STATE OF MINNESOTA
County of Dakota

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

I, Jeni Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 24th day of October 2023, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 24th day of October 2023.



Clerk to the Board

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

December 19, 2023

Resolution No. 23-600

Motion by Commissioner Halverson

Second by Commissioner Hamann-Roland

Amendment Of Resolution No. 23-482 Authorizing Acquisition Of Schiela Revocable Trust Property Including Amendment Of 2023 Parks Capital Improvement Program Budget To Pay City Of Eagan For Deferred Assessments

WHEREAS, by Resolution No 23-482 (October 23, 2024), the County Board of Commissioners approved the expenditure of up to \$828,930 to acquire Schiela Revocable Trust (Trust) property in the City of Eagan (City) as the western terminus of the Veterans Memorial Greenway; and

WHEREAS, the acquisition costs included property acquisition, closing costs, and demolition of existing buildings; and

WHEREAS, the agreed upon purchase price was based on the appraised value, partial reduction of existing City assessments on the Trust property by the City, and payment of the remaining assessments by the Trust; and

WHEREAS, a mistake was discovered in which staff did not use the \$672,000 appraised value in negotiations with the Trust and subsequent County Board approval; and

WHEREAS, the Trust has agreed to reduce the purchase price for the Trust Property from \$807,930 to \$739,200, which is based on the correct appraised value plus 10 percent; and

WHEREAS, in recognition of the reduced purchase price, the Trust has requested the County pay the net \$35,362 balance of the existing assessments on the Trust property that are not being waived by the City; and

WHEREAS, as a result of the acquisition delay, the closing costs are increased by an estimated \$2,500 since the County is responsible for paying the 2023 property taxes payable in 2024; and

WHEREAS, the acquisition project continues to be eligible for Metropolitan Council (MC) Acquisition Opportunity Fund (AOF), but the estimated reimbursement is less as a result of the reduced purchase price; and

WHEREAS, the demolition costs and assessments are not eligible for MC funding; and

WHEREAS; an amendment to the 2023 Parks Capital Improvement Program (CIP) is required to use Environmental Legacy Funds to pay the estimated \$51,362 costs for assessments and demolition; and

WHEREAS, there is adequate Environmental Legacy Fund balance in the 2023 Parks CIP budget; and

WHEREAS, payment of the City assessments would be made at the time of the County acquiring the Trust property; and

STATE OF MINNESOTA
County of Dakota

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

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Witness my hand and official seal of Dakota County this 19th day of December 2023.

Jeni Reynolds

Clerk to the Board

WHEREAS, the net additional County costs associated with the acquisition of the Trust property, after AOF reimbursement by the MC, is \$19,075; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby amends Resolution 23-482 authorizing the expenditure of up to \$798,332 to acquire the Schiela Revocable Trust property, including \$739,200 for the property, an estimated \$7,500 in closing costs, \$16,000 for demolition, and payment of \$35,362 to the City of Eagan for non-waived existing assessments on the Schiela Revocable Trust property; and

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

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the submission of a revised Acquisition Opportunity Fund grant request to the Metropolitan Council for acquiring the Schiela Trust property and associated costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby amends the 2023 Parks Capital Improvement program Budget as follows:

Expense	
City Assessments on the Schiela Revocable Trust Property	\$35,362
Demolition of Buildings on Schiela Trust Property	<u>\$16,000</u>
Total Expense	\$51,632

Revenue	
Environmental Legacy Fund	<u>\$51,632</u>
Total Revenue	\$51,632

; and

BE IT FURTHER RESOLVED, That the 2023 Environmental Legacy Fund is hereby amended as follows:

Expense	
Reimburse Parks CIP	<u>(\$51,632)</u>
Total Expense	(\$51,632)

Revenue	
Reimburse Parks CIP	<u>(\$51,632)</u>
Total Revenue	(\$51,632)

; and

BE IT FURTHER RESOLVED, That following the acquisition of the Schiela Revocable Trust property, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately \$560,025 of reimbursement funds, which will be returned to the 2024 Parks Capital Improvement Program.

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	<u>X</u>	Slavik	_____
Atkins	<u>X</u>	Atkins	_____
Halverson	<u>X</u>	Halverson	_____
Droste	<u>X</u>	Droste	_____
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 19th day of December 2023, now on file in the Office of the County Manager Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 19th day of December 2023.



Clerk to the Board

Exhibit 6: Executed purchase agreement

Dakota County Contract #DCA20964

**AGREEMENT FOR THE PURCHASE OF THE SCHIELA REVOCABLE TRUST
PROPERTY BY THE COUNTY OF DAKOTA**

This Purchase Agreement (hereinafter called the “Agreement”), made and entered into on the 31st day of October 2023, by and between the Schiela Revocable Trust, 4279 Hawksbury Circle, Eagan, MN 55123 (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 10-02500-52-010 (hereafter called the “Property”) ; 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 December 31, 2023.
- d. “Due Diligence Deadline” shall mean no less than two weeks prior to closing, and in any event, not later than December 13, 2023.
- 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. "Purchase Price" shall mean the sum of **Eight Hundred Seven Thousand Nine Hundred Thirty Dollars (\$807,930)**.
 - l. "Title Company" shall mean DCA Title – The Title Team at 7373-147th Street West, Suite 161, Apple Valley, Minnesota 55124.
 - m. "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 and encumbrances, 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. All fixtures and personal property located on the Property, including without limitation any household items on the property.

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 is responsible for fifty (50) percent of closing fees charged by the Title Company.
- 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 Special Warranty Deed, and fifty (50) 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 Schiela Revocable 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 Metropolitan Council (hereinafter referred as the "Council") approving a 75 percent Acquisition Opportunity Fund grant to the Grantee for fee title acquisition of the Property;
- b. The City of Eagan approving subdivision of the Property; and
- c. 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 on or before the Due Diligence Deadline, Buyer may cancel this Agreement, at Buyer's option, and this Agreement shall be void and neither party shall be liable for damages to the other party, further provided, however, that if Buyer does not cancel this Agreement on or before the Due Diligence Deadline, the above contingencies shall be deemed waived by the Buyer after the Due Diligence Deadline

12. COUNCIL FUNDING RESTRICTIONS AND COVENANTS. The Seller and Buyer acknowledge that the Buyer's purchase of this Property may be funded, in part, by a grant from the Council which requires the following additional restrictions and covenants on the Property for funding eligibility, as follows:

- a. Conveyances. Buyer (hereinafter called "Buyer/Grantee" for Council-grant funding purposes) 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 Seller acknowledges that as a condition for the Buyer/Grantee to receive funding from the Council, Buyer/Grantee must grant the Council the option to construct, operate and maintain Wastewater Facilities in the Property. Seller consents to and permits the Buyer/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, Buyer/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 Buyer/Grantee. The Parties acknowledge that pursuant to a Grant Agreement entered or to be entered between the Council and the Buyer/Grantee, Council may exercise its contractual right to the Wastewater Facilities Rights on one or more occasions. The Buyer/Grantee agrees that the Wastewater Facilities Rights may not be exercised unless assigned to the Council, its successors or assigns.

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

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 a party defaults in the performance of any of its obligations under this Agreement, the other party 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 said defaulting party. Said party shall have six (6) months to exercise its right of specific performance against the defaulting party under this section.

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, Real Estate Manager, or Successor
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124

With respect to Seller:

Patrick Skelly, Trustee
4279 Hawksbury Circle
Eagan, MN 55123

- 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

DocuSigned by:

Patrick Skelly
856743A81A744E0...
Patrick Skelly, Trustee

Date of Signature 10/30/2023 | 2:51 PM PDT

BUYER

DocuSigned by:

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

Date of Signature 10/31/2023 | 7:31 AM CDT

Approved as to form:

/s/ Joseph Marek
Assistant Dakota County Attorney

Date of Signature: October 27, 2023

KS-23-538

Contract Number DCA20964

Approved by Dakota County Board
Resolution No. 23-482

Dakota County Parks

Legal Description of the Schiela Revocable Trust Property being Acquired by the County of Dakota

Tract No. 457

All of the North Half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 25, Township 27 North, Range 23 West, described as follows: Beginning at the Northeast corner of said North Half of Southwest Quarter and running thence North 88 degrees 53 minutes West along the North line thereof 618.68 feet to its intersection with the centerline of Dodd Road; thence South 4 degrees 55 minutes 50 seconds West along said centerline 206.59 feet; thence South 12 degrees 45 minutes 50 seconds West along said centerline 100.00 feet; thence South 20 degrees 15 minutes West along said centerline 111.0 feet; thence South 79 degrees 0 minutes East 992.7 feet; thence North 1 degrees 06 minutes 50 seconds East 579.5 feet to the North line of the Northwest Quarter of the Southeast Quarter of said Section; thence North 88 degrees 53 minutes West along said North line 282.45 feet to the point of beginning, Dakota County, Minnesota.

Area: 10.22 acres

Legal Description of the Schiela Revocable Trust Property being Retained in Fee by County of Dakota

That part of the following described property:

All that part of the North Half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 25, Township 27 North, Range 23 West, described as follows: Beginning at the Northeast corner of said North Half of Southwest Quarter and running thence North 88 degrees 53 minutes West along the North line thereof 618.68 feet to its intersection with the centerline of Dodd Road; thence South 4 degrees 55 minutes 50 seconds West along said centerline 206.59 feet; thence South 12 degrees 45 minutes 50 seconds West along said centerline 100.00 feet; thence South 20 degrees 15 minutes West along said centerline 111.0 feet; thence South 79 degrees 0 minutes East 992.7 feet; thence North 1 degrees 06 minutes 50 seconds East 579.5 feet to the North line of the Northwest Quarter of the Southeast Quarter of said Section; thence North 88 degrees 53 minutes West along said North line 282.45 feet to the point of beginning, Dakota County, Minnesota.

which lies northerly and westerly of the following described line: Beginning at the northeast corner of the previous described property; thence South 67 degrees 09 minutes 38 seconds West a distance of 345.38 feet; thence South 07 degrees 45 minutes 48 seconds East a distance of 399.81 feet to the south line of said previous described property and said line there terminating.

Area: 7.40 acres

**Legal Description of the Schiela Revocable Trust Property
being conveyed to the City of Eagan by County of Dakota
with a retained, but currently undetermined location of a 30-
foot wide Greenway Trail Easement**

That part of the following described property:

All that part of the North Half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 25, Township 27 North, Range 23 West, described as follows: Beginning at the Northeast corner of said North Half of Southwest Quarter and running thence North 88 degrees 53 minutes West along the North line thereof 618.68 feet to its intersection with the centerline of Dodd Road; thence South 4 degrees 55 minutes 50 seconds West along said centerline 206.59 feet; thence South 12 degrees 45 minutes 50 seconds West along said centerline 100.00 feet; thence South 20 degrees 15 minutes West along said centerline 111.0 feet; thence South 79 degrees 0 minutes East 992.7 feet; thence North 1 degrees 06 minutes 50 seconds East 579.5 feet to the North line of the Northwest Quarter of the Southeast Quarter of said Section; thence North 88 degrees 53 minutes West along said North line 282.45 feet to the point of beginning, Dakota County, Minnesota.

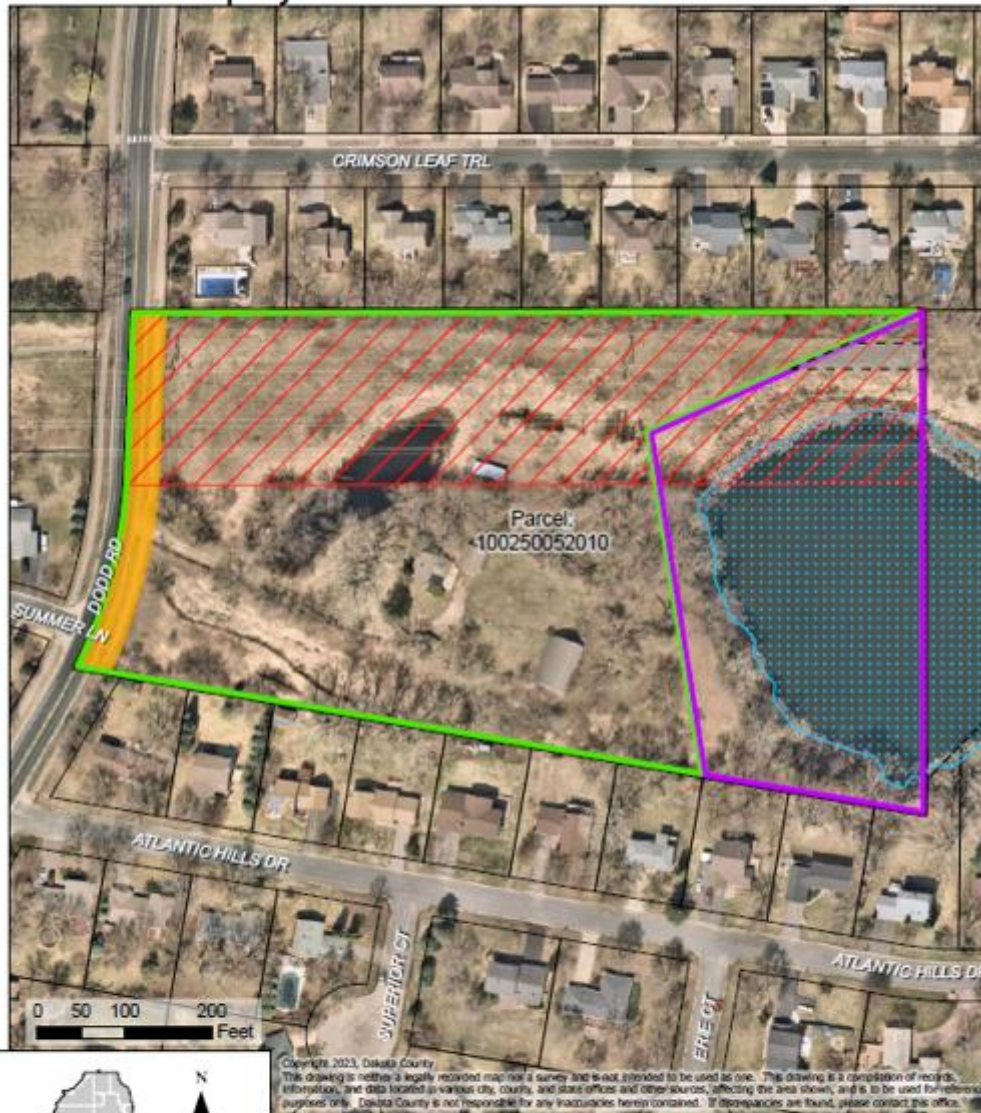
which lies southerly and easterly of the following described line: Beginning at the northeast corner of the previous described property; thence South 67 degrees 09 minutes 38 seconds West a distance of 345.38 feet; thence South 07 degrees 45 minutes 48 seconds East a distance of 399.81 feet to the south line of said previous described property and said line there terminating.

Area: 3.22 acres

Dakota County Parks

General Depiction of the Schiela Revocable Trust Property being Acquired by the County of Dakota

Tract No. 457



Copyright 2023, Dakota County
 This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office.

-  Existing Xcel Powerline Easement: 4.20 ac.
-  Freshwater Pond
-  Existing ROW: 0.39 ac.
-  Greenway Trail Easement
-  Proposed County Property: Total 7.40 ac.
(Xcel Easement: 3.26 ac.)
-  Proposed City Property: Total 3.22 ac.
(Xcel Easement: 0.94 ac.)
(Water: 1.84 ac.)

Dakota County Parks

AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT AND RESTRICTIVE COVENANT is made and entered into this _____ day _____, 202_, by and between **COUNTY OF DAKOTA** (the “Grantee”) and the Metropolitan Council, a political subdivision of the State of Minnesota (the “Council”).

RECITALS

1. The Grantee has acquired the following described real property, to-wit:

See attached **Exhibit A**, hereinafter referred to as the “Property.”
2. The Council has contributed funds toward the acquisition of the Property pursuant to its grant program authorized by chapter 563, Laws of Minnesota, 1974.
3. The grant program was established pursuant to the law to provide for the acquisition, preservation, protection, development, and betterment of regional recreational open space for public use.
4. The grant agreement under which the Council contributed funds towards the acquisition of the Property is identified as **SG-_____**.

NOW, THEREFORE, in consideration of the grant made by the Council to the Grantee and in consideration of the mutual agreements and covenants contained in this Agreement, the parties agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction, or other encumbrance against the Property shall be valid for any purpose 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, nor shall the Property be used for any purpose except 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.
2. As a condition to this Grant, and provided that conveyance of such easement or easements is consistent with the Approved Master Plan, the Grantee agrees to convey to the Council, its successors or assigns, a permanent easement or easements, hereinafter referred to as “Wastewater Facilities Easement[s]” for future regional wastewater conveyance corridors on the Property. Upon written request by and at no cost to the Council, Grantee will execute and deliver to the Council the Wastewater Facilities Easement[s] substantially in

the form of the Easement attached hereto and incorporated herein for the location or locations described by the Council in its written request to Grantee. The Council may exercise this contractual right to the Wastewater Facilities Easement[s] on one or more occasions.

The Council agrees to work cooperatively with Grantee to locate the Wastewater Facilities Easement[s] and the regional wastewater conveyance facilities on the Property in a manner which minimizes the impact on existing and planned park system facilities on the Property and natural resources. As further consideration for the conveyance of the Wastewater Facilities Easement[s], the Council agrees to waive the Sewer Availability Charge for the Property.

As a further condition for this Grant, the Council may, at any time after execution of this Grant, provide to Grantee written notification of the proposed location of a future regional wastewater conveyance corridor on the Property. Grantee agrees not to place or allow to be placed any restrictions, conditions, or encumbrances on the Property within the proposed future regional wastewater conveyance corridor without the written consent of the Council.

This Agreement and Restrictive Covenant may be enforced by the Council or its successors, as then defined, by appropriate action in the courts of the State of Minnesota.

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EXHIBIT A TO AGREEMENT

Project Description

Acquisition of 7.4 acres of fee title and a currently undetermined location of a 30-foot wide Greenway Trail Easement for a segment of the Veterans Memorial Greenway

PIN 10-02500-52-010 (as of October 2023)

Legal Description of the Portion of Schiela Revocable Trust Property being Retained by County of Dakota and Subject to the Agreement

That part of the following described property:

All that part of the North Half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 25, Township 27 North, Range 23 West, described as follows: Beginning at the Northeast corner of said North Half of Southwest Quarter and running thence North 88 degrees 53 minutes West along the North line thereof 618.68 feet to its intersection with the centerline of Dodd Road; thence South 4 degrees 55 minutes 50 seconds West along said centerline 206.59 feet; thence South 12 degrees 45 minutes 50 seconds West along said centerline 100.00 feet; thence South 20 degrees 15 minutes West along said centerline 111.0 feet; thence South 79 degrees 0 minutes East 992.7 feet; thence North 1 degrees 06 minutes 50 seconds East 579.5 feet to the North line of the Northwest Quarter of the Southeast Quarter of said Section; thence North 88 degrees 53 minutes West along said North line 282.45 feet to the point of beginning, Dakota County, Minnesota.

which lies northerly and westerly of the following described line: Beginning at the northeast corner of the previous described property; thence South 67 degrees 09 minutes 38 seconds West a distance of 345.38 feet; thence South 07 degrees 45 minutes 48 seconds East a distance of 399.81 feet to the south line of said previous described property and said line there terminating.

Area: 7.40 acres

PIN (A new PIN will be determined after administrative subdivision approval by City of Eagan)

Legal Description of the Portion of Schiela Revocable Trust Property being conveyed to the City of Eagan by County of Dakota with a Retained, but Currently Undetermined Location of a 30-foot wide Greenway Trail Easement

A 30-foot wide greenway trail easement on a currently undetermined location of the following described property:

All that part of the North Half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 25, Township 27 North, Range 23 West, described as follows: Beginning at the Northeast corner of said North Half of Southwest Quarter and running thence North 88 degrees 53 minutes West along the North line thereof 618.68 feet to its intersection with the centerline of Dodd Road; thence South 4 degrees 55 minutes 50 seconds West along said centerline 206.59 feet; thence South 12 degrees 45 minutes 50 seconds West along said centerline 100.00 feet; thence South 20 degrees 15 minutes West along said centerline 111.0 feet; thence South 79 degrees 0 minutes East 992.7 feet; thence North 1 degrees 06 minutes 50 seconds East 579.5 feet to the North line of the Northwest Quarter of the Southeast Quarter of said Section; thence North 88 degrees 53 minutes West along said North line 282.45 feet to the point of beginning, Dakota County, Minnesota.

which lies southerly and easterly of the following described line: Beginning at the northeast corner of the previous described property; thence South 67 degrees 09 minutes 38 seconds West a distance of 345.38 feet; thence South 07 degrees 45 minutes 48 seconds East a distance of 399.81 feet to the south line of said previous described property and said line there terminating.

EASEMENT

THIS INSTRUMENT, MADE THIS ____ day of _____, 202_, by and between the County of Dakota, Grantor, and the Metropolitan Council, a public corporation and political subdivision of the state (successor to the Metropolitan Waste Control Commission), Grantee;

WITNESSETH, that Grantor(s), in consideration of One Dollar and other good and valuable consideration to _____ in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns, the following described easement for sanitary sewer and utility purposes:

[Insert Legal Description of EASEMENT]

Said temporary easement to expire on or before _____.

The above described easement includes the rights of grantee, its contractors, agents and employees to do whatever is necessary for enjoyment of the rights granted herein including the right to enter the easement for purposes of constructing, operating, maintaining, altering, repairing, replacing, and/or removing said sewers and utilities.

Grantor(s), _____ heirs, successors and assigns, will not erect, construct, or create any building, improvement, obstruction or structure of any kind, either above or below the surface, or stockpile soils, construction debris, or construction equipment or change the grade thereof, without the express written permission of the Grantee.

Notwithstanding the aforementioned provision, the following improvements by Grantor(s), heirs, successors, and assigns do not require Grantee's written approval: fences, parking lots, street and/or roadways, landscaping, bushes, shrubs. However, Grantor(s) hereby agree(s) that Grantee will not be responsible for and will not pay for the loss of or any damage to or replace or restore the following items within the easement area: fences, trees, shrubs, bushes or other plantings, other than grass or sod.

Grantor(s) covenant(s) that it is has acquired the above described Easement and has a lawful right and authority to convey and grant the easement described herein.

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Certificate Of Completion

Envelope Id: C6C765C1E68443CAB50841FE25698466	Status: Completed
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Source Envelope:	
Document Pages: 21	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Sara Glasby
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	Sara.glasby@co.dakota.mn.us
	IP Address: 35.148.66.127

Record Tracking

Status: Original	Holder: Sara Glasby	Location: DocuSign
10/30/2023 7:07:19 AM	Sara.glasby@co.dakota.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

Signer Events

Patrick Skelly
 ptskelly@icloud.com
 Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

 855743A31A744E0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 181.215.195.176

Timestamp

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 Viewed: 10/30/2023 4:51:07 PM
 Signed: 10/30/2023 4:51:50 PM

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 Accepted: 10/30/2023 4:51:07 PM
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Agent Delivery Events	Status	Timestamp
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sara.glasby@co.dakota.mn.us		Resent: 10/30/2023 4:51:52 PM
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Dakota County		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/30/2023 4:51:50 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Certificate Of Completion

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Source Envelope:	
Document Pages: 26	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sara Glasby
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	Sara.glasby@co.dakota.mn.us
	IP Address: 35.148.66.127


Record Tracking

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10/31/2023 6:59:32 AM	Sara.glasby@co.dakota.mn.us	
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Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

Signer Events

Georg Fischer
georg.fischer@co.dakota.mn.us
Director, Physical Development Division
Dakota County
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

A29C8B8168944C4...
Signature Adoption: Pre-selected Style
Using IP Address: 71.82.131.41
Signed using mobile

Timestamp

Sent: 10/31/2023 7:00:26 AM
Viewed: 10/31/2023 7:31:10 AM
Signed: 10/31/2023 7:31:22 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Notary Events	Signature	Timestamp
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Completed	Security Checked	10/31/2023 7:31:22 AM
Payment Events	Status	Timestamps

SECOND AMENDMENT TO THE AGREEMENT FOR THE PURCHASE OF THE SCHIELA REVOCABLE TRUST PROPERTY BY THE COUNTY OF DAKOTA

Second Amendment to Purchase Agreement (hereinafter referred to as the "Second Amendment") between by and between the Schiela Revocable Trust, 4279 Hawksbury Circle, Eagan, MN 55123 (hereinafter called the "Seller"); and the COUNTY OF DAKOTA, a political subdivision of the State of Minnesota, (hereinafter called the "Buyer") dated October 31, 2023, pertaining to the purchase and sale of real property (hereinafter referred to as the "Property") legally described in **Exhibit A** and generally depicted in **Exhibit A-1**, attached, and pursuant to paragraphs 1.c., 1.k, 6.a., 6.b., 7.d., 9, and a new **Exhibit B**.

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

1. Paragraph 1.c. - Closing date shall be on or before February 28, 2024.
2. Paragraph 1.k. - Purchase Price" shall mean the sum of **Seven Hundred Thirty-Nine Thousand Two Hundred Dollars (\$739,200)**.
3. Paragraph 6.a. - Seller is not responsible for any closing costs.
4. Paragraph 6.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 Special Warranty Deed, and one hundred (100) percent of closing fees charged by the Title Company.
5. Paragraph 7.d. - An accounting of property taxes owed on the Property up to December 31, 2023, 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.
6. Paragraph 9. - TAXES AND SPECIAL ASSESSMENTS. Seller will pay any past due property taxes up to and including 2023. Buyer is responsible for all 2023 property taxes payable in 2024. Seller will pay any additional property taxes resulting from any "Green Acres" reassessment pursuant to MINNESOTA STATUTES § 273.111. All special and deferred assessments levied against the Property and payable by the Seller are waived by the City of Eagan and are the responsibility of the Buyer. A portion of the special and deferred assessments levied against the Property are waived for the Buyer until and if the Buyer constructs a new restroom facility requiring connections to the City's utility systems. The remaining portions of the assessments will be paid separately by the Buyer as described in the Assessments Summary attached as **Exhibit B**.
7. New **Exhibit B**.

This Second Amendment may be executed by electronic signature in separate counterparts which, taken together, shall be and comprise one agreement.

SELLER

DocuSigned by:
By: Patrick Skelly
Patrick Skelly, Trustee

Date 12/20/2023 | 1:13 PM PST

BUYER

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

DocuSigned by:
Georg Fischer
Georg T. Fischer, Director
Physical Development Division

Date 12/20/2023 | 4:33 PM CST

Approved as to form:

/s/ Joseph Marek
Assistant Dakota County Attorney

Date of Signature: December 20, 2023

Approved by Dakota County
Board Resolution No. 23-482 and No. 23-600

KS-23-538.2

EXHIBIT A

Dakota County Parks

**Legal Description of the Schiela Revocable Trust Property being
Acquired by the County of Dakota**

Tract. No. 459

All of the North Half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 25, Township 27 North, Range 23 West, described as follows: Beginning at the Northeast corner of said North Half of Southwest Quarter and running thence North 88 degrees 53 minutes West along the North line thereof 618.68 feet to its intersection with the centerline of Dodd Road; thence South 4 degrees 55 minutes 50 seconds West along said centerline 206.59 feet; thence South 12 degrees 45 minutes 50 seconds West along said centerline 100.00 feet; thence South 20 degrees 15 minutes West along said centerline 111.0 feet; thence South 79 degrees 0 minutes East 992.7 feet; thence North 1 degrees 06 minutes 50 seconds East 579.5 feet to the North line of the Northwest Quarter of the Southeast Quarter of said Section; thence North 88 degrees 53 minutes West along said North line 282.45 feet to the point of beginning, Dakota County, Minnesota.

Area: 10.22 acres

EXHIBIT A-1

Dakota County Parks

General Depiction of the Schiela Revocable Trust Property being Acquired by the County of Dakota

Tract No. 459

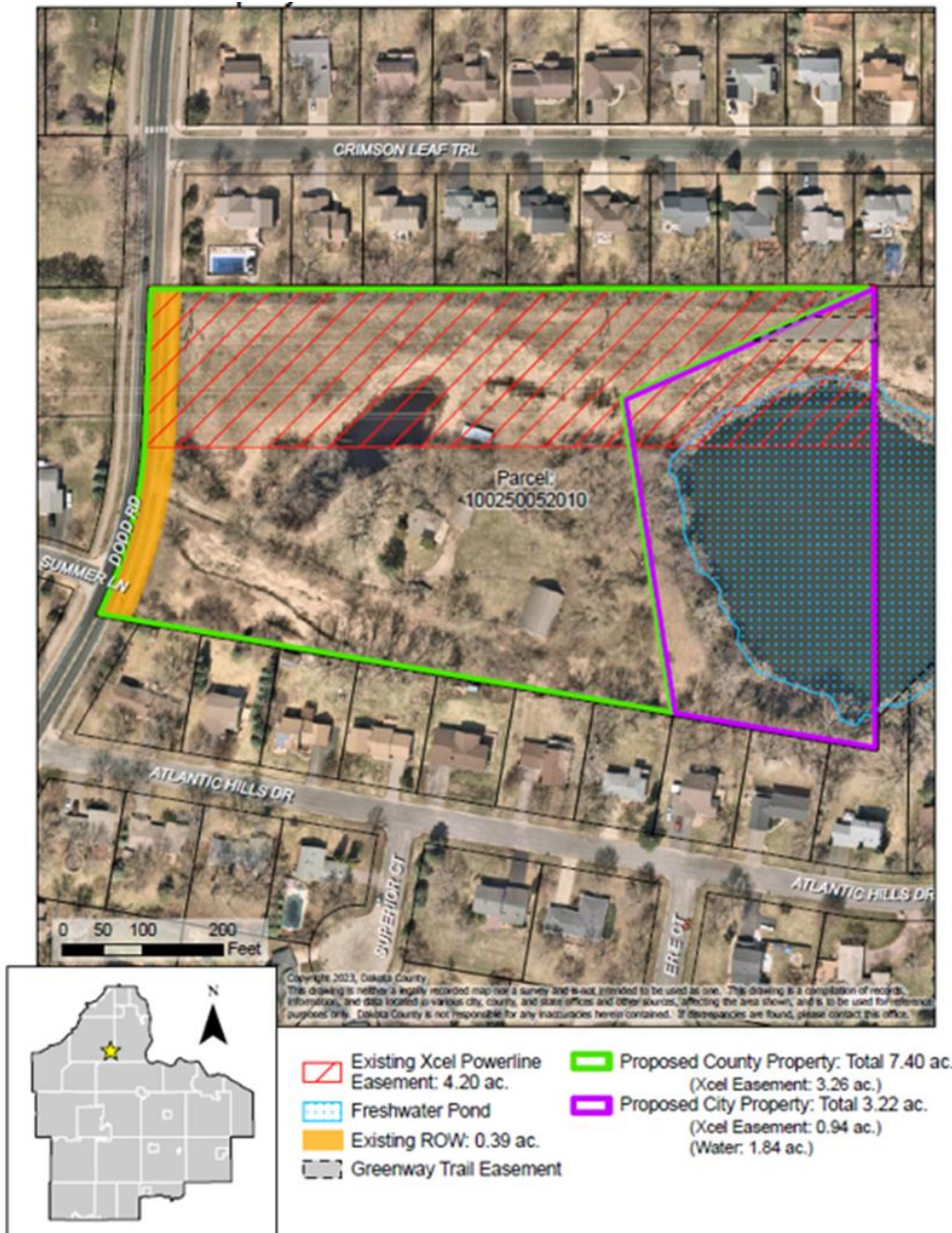


EXHIBIT B**Summary of the Existing Assessments on the Schiela Revocable Trust Property and Payment Responsibilities****I. EXISTING ASSESSMENTS AND FEES****A. Trunk Sanitary**

3.99 net acres x \$4,122.00/acre = **\$16,446.78 due through 2024**

B. Lateral Sanitary Sewer

217.59' frontage x \$98.40/foot = **\$21,410.86 due through 2024**

C. Trunk Water

3.99 net acres x \$4,351.90/acre = **\$17,364.08 due through 2024**

D. Lateral Water

217.59' frontage x \$125.40/foot = **\$27,285.79 due through 2024**

E. Trunk Storm Sewer

The storm sewer charge was originally assessed at \$11,680 for Project 383. That amount was reduced to \$5,511.41 under special agreement (file no. 99138). The agreement says that if the property is sold, split, platted, rezoned, etc., the remainder of the original assessment would be due.

\$5,511.41 (revised) / \$11,680 (original assessment) = 47.18% previously assessed.

100% - 47.18% = 52.82% remaining assessment

2024 Trunk Storm Sewer Rate for Single Family Residential = \$0.18/sf

173,804 sf x \$0.18/sf = \$31,284.72

\$31,284.72 x 52.82% = **\$16,524.59 due through 2024**

F. STREET & STORM SEWER

417.59' total frontage on Dodd Road – 200-foot wide Xcel easement = 217.59 feet of assessable frontage

217.59. x \$168.70/foot = **\$36,707.43 due through 2024**

II. TRUST OBLIGATIONS

- The City of Egan will waive all pending assessments against the Schiela Revocable Trust property payable by the Schiela Revocable Trust.

III. COUNTY OBLIGATIONS

- The City will waive sewer and water trunk and lateral fees until and if the County constructs a future restroom facility on the Trust property that requires sewer and water connections to City systems. No restroom facility is anticipated for the property. Fees for any future project would be assessed based on the fee schedule at the time of connection.

- The County will pay \$36,707.43 for the street and storm fees and \$16,524.59 for the trunk storm sewer. The \$52,232.02 total amount is reduced by the internal transfer of \$17,600 (appraised value plus ten percent of the portion of the Trust property being conveyed to the City) through an internal transfer of funds from the Parks Department to the Public Works Department for a total payment of \$35,632.02 to the City of Eagan at the time of closing.
- If the above-described \$35,632.02 in fees are not paid to the City by February 29, 2024, interest will accrue for the first two months of 2024 and will be added on a pro-rated basis each month until all fees are paid.

Certificate Of Completion

Envelope Id: E9B418BE60EB4D639E9827830E0C0DB6	Status: Completed
Subject: Complete with DocuSign: Purchase Agreement (Schiela Trust) - Contract #DCA20964.2	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Sara Glasby
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	Sara.glasby@co.dakota.mn.us
	IP Address: 207.171.99.1

Record Tracking

Status: Original 12/20/2023 2:45:37 PM	Holder: Sara Glasby Sara.glasby@co.dakota.mn.us	Location: DocuSign
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Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

Signer Events

Patrick Skelly
ptskelly@icloud.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

855743A31A744E0...

Signature Adoption: Pre-selected Style
Using IP Address: 104.28.97.79

Timestamp

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Viewed: 12/20/2023 3:02:30 PM
Signed: 12/20/2023 3:13:50 PM

Electronic Record and Signature Disclosure:

Accepted: 12/20/2023 3:02:30 PM
ID: 10fa4efb-ac03-469e-be79-1b2fc4613221

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	12/20/2023 2:47:12 PM
Certified Delivered	Security Checked	12/20/2023 3:02:30 PM
Signing Complete	Security Checked	12/20/2023 3:13:50 PM
Completed	Security Checked	12/20/2023 3:13:49 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

Certificate Of Completion

Envelope Id: C352DD36826A407AB90B0FED0A2A9EDE	Status: Completed
Subject: Complete with DocuSign: Purchase Agreement Amendment (Schiela Trust) - Contract #DCA20964.2	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sara Glasby
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	Sara.glasby@co.dakota.mn.us
	IP Address: 207.171.99.1

Record Tracking

Status: Original	Holder: Sara Glasby	Location: DocuSign
12/20/2023 3:24:29 PM	Sara.glasby@co.dakota.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

Signer Events

Georg Fischer
georg.fischer@co.dakota.mn.us
Director, Physical Development Division
Dakota County
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

A29C8B8168944C4...
Signature Adoption: Pre-selected Style
Using IP Address: 207.171.99.1

Timestamp

Sent: 12/20/2023 3:33:09 PM
Viewed: 12/20/2023 4:33:14 PM
Signed: 12/20/2023 4:33:22 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/20/2023 3:33:09 PM
Certified Delivered	Security Checked	12/20/2023 4:33:14 PM
Signing Complete	Security Checked	12/20/2023 4:33:22 PM
Completed	Security Checked	12/20/2023 4:33:22 PM
Payment Events	Status	Timestamps