

# Committee Report

Community Development Committee



**Community Development Committee Meeting:** October 7, 2024    **For the Metropolitan Council:** October 23, 2024

## Business Item: 2024-272

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

### Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$117,384 from the Park Acquisition Opportunity Fund to Dakota County to acquire a 20.43-acre parcel located on Vermillion River Trail in Empire, MN, for the North Creek Greenway Regional Trail.

### Summary of Community Development Commission Discussion/Questions

This business item was passed as part of the Community Development Committee's consent agenda on October 7, 2024.



# Committee Report

Metropolitan Parks and Open Space Commission



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### Summary of Metropolitan Parks and Open Space Commission Discussion

Colin Kelly presented the staff report to the Metropolitan Parks and Open Space Commission on October 3, 2024. Dakota County Real Estate Manager Al Singer was present and responded to a question.

Council Member Vento expressed appreciation to Dakota County for their continued efforts to provide high-quality parks and trails for residents of the county and region.

Chair Yarusso sought clarification on the primary funding source, asking if it was Parks and Trails Legacy Fund. Kelly confirmed that it was. Yarusso also asked why Environment and Natural Resources Trust Fund dollars were not used. Al Singer said it was because the purchase price was greater than the appraised value.

Motion by Commissioner Monica Dillenburg, seconded by Commissioner David Yakes, the Commission voted unanimously to pass the proposed action.



# Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: October 7, 2024 For the Metropolitan Council: October 23, 2024

## Business Item: 2024-272

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

<b>District(s), Member(s):</b>	District H, Amanda Duerr District 16, Wendy Wulff
<b>Policy/Legal Reference:</b>	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.
<b>Staff Prepared/Presented:</b>	Jessica Lee, Senior Planner, 651-602-1621
<b>Division/Department:</b>	Community Development / Regional Planning

### Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$117,384 from the Park Acquisition Opportunity Fund to Dakota County to acquire a 20.43-acre parcel located on Vermillion River Trail in Empire, MN, for the North Creek Greenway Regional Trail.

### Background

#### **Regional Park Implementing Agency and Project Request**

Dakota County requested a Park Acquisition Opportunity Fund (PAOF) grant on August 25, 2024, to fund the acquisition of a 20.43-acre parcel for the North Creek Greenway Regional Trail. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3.

North Creek is a tributary of the Vermillion River that connects Eagan, Apple Valley, Lakeville, Farmington and Empire Township. The North Creek Greenway Regional Trail is a 14-mile planned trail with some existing segments that will largely follow North Creek and eventually connect Lebanon Hills Regional Park and the Minnesota Zoo to the Vermillion River and Whitetail Woods Regional Park (see Exhibit 1, Figures 2 and 3).

#### **Subject Property**

The subject property is within the Council-approved boundary of North Creek Greenway Regional Trail (see Exhibit 1, Figures 3 and 4). The property includes a diverse mix of grasses, forbs, shrubs and trees along with over 2,000 feet of the Vermillion River.

### **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 is \$140,000, and the Seller has agreed to sell for \$147,000, or 105% of the appraised value. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, taxes, and appraisal is \$156,512 as shown in Table 1 below.

*Table 1. Project Budget*

<b>Budget item</b>	<b>Requested amount</b>
Purchase price	\$147,000
Appraisal, legal fees, taxes, closing costs	\$6,568
Stewardship	\$0
Environmental assessment	\$2,944
<b>Total Costs</b>	<b>\$156,512</b>
<b>Grant structure</b>	
Grant amount	\$117,384
Local match	\$39,128

### **Acquisition Details**

This is a straightforward fee title acquisition.

### **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 North Creek Greenway Regional Trail long-range plan in January 2012. 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 North Creek Greenway Regional Trail and contains over 2,000 feet of the Vermillion River.
  - Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park lands and matching every \$3 in state funds with \$2 in



Council bonds.

### **Thrive Lens Analysis**

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

### **Funding**

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 \$39,128.

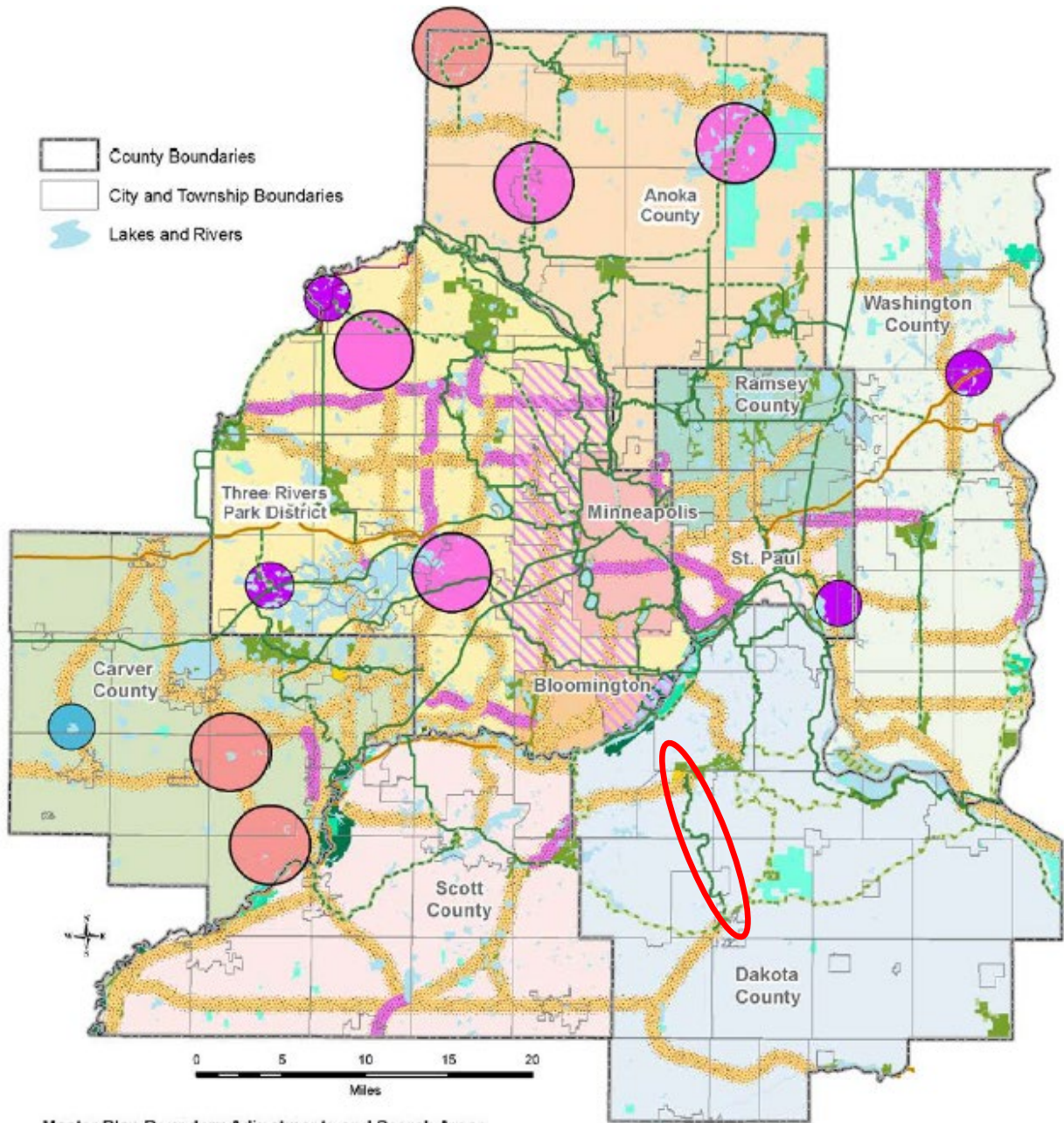
### **Exhibit List**

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



# Exhibit 1 – Images

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



### Master Plan Boundary Adjustments and Search Areas

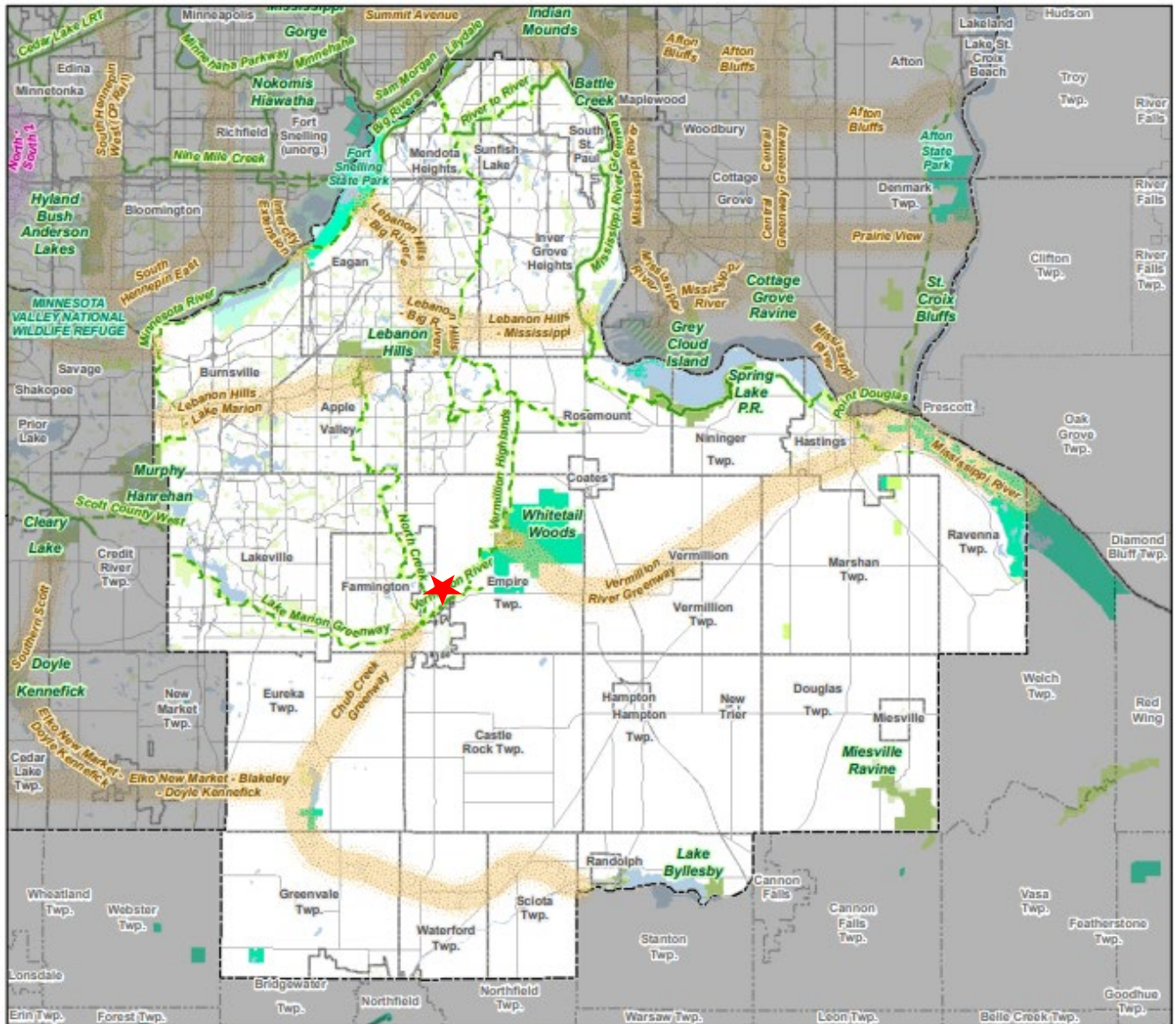
- |   |   |
|---|---|
| <b>Existing:</b>                              | <b>2020 Amendment:</b>                        |
| Boundary Adjustment                           | Boundary Adjustment                           |
| Park Search Area                              | Park Search Area                              |
|   | 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 Regional Parks and Trails System with the approximate subject property location starred.

## 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. Property location within the North Creek Greenway Regional Trail.

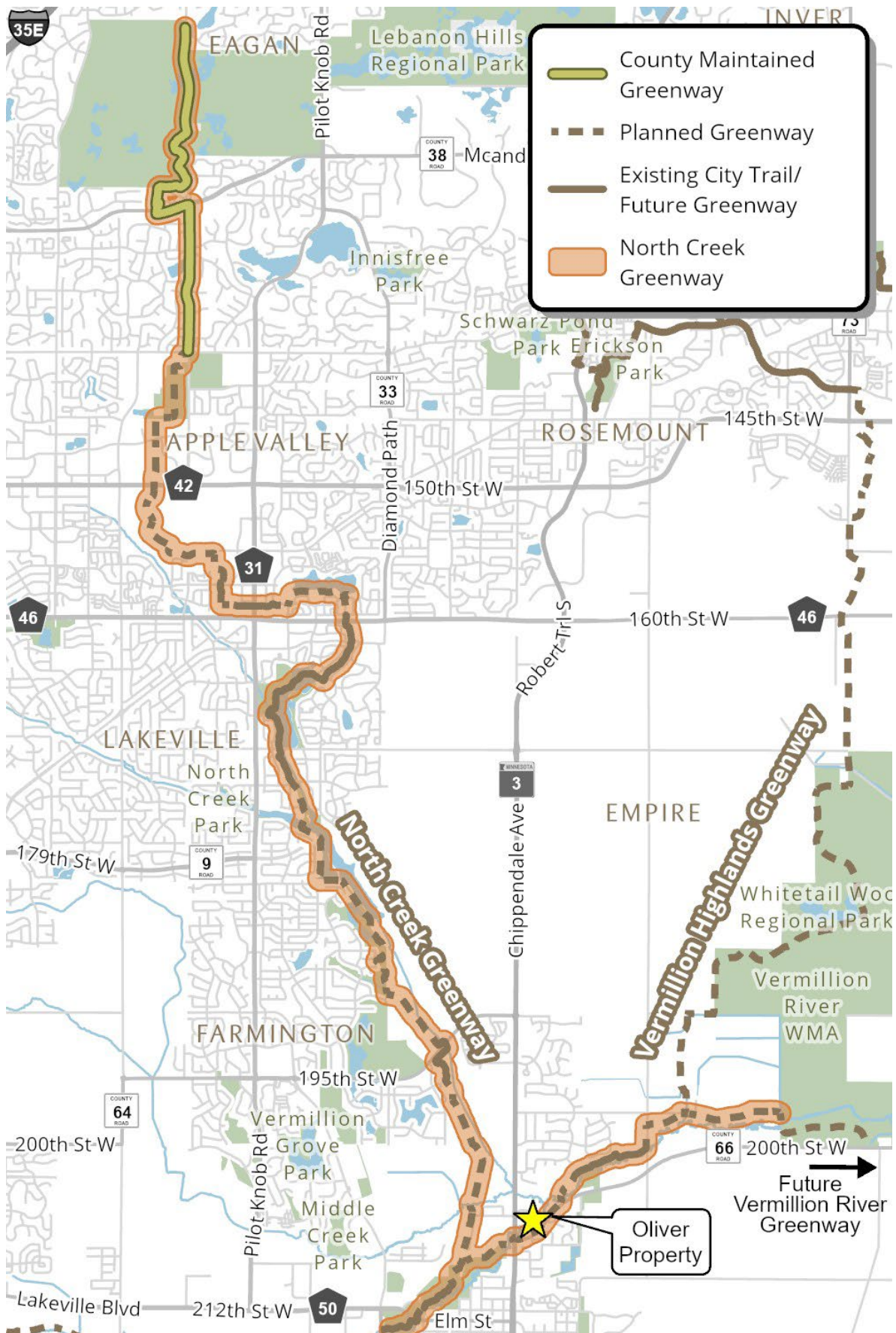




Figure 4. Close-up property location within the North Creek Greenway Regional Trail.

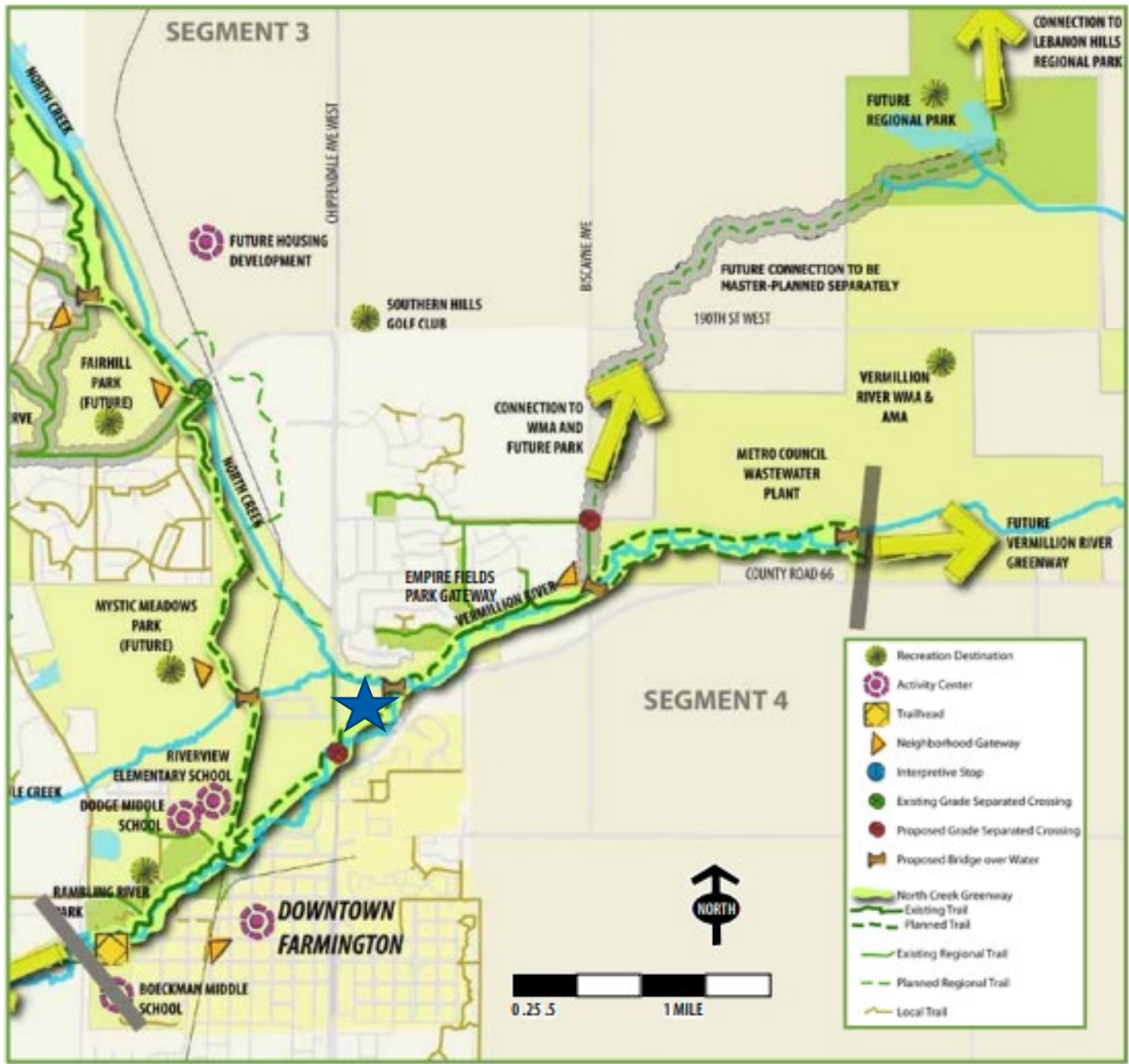
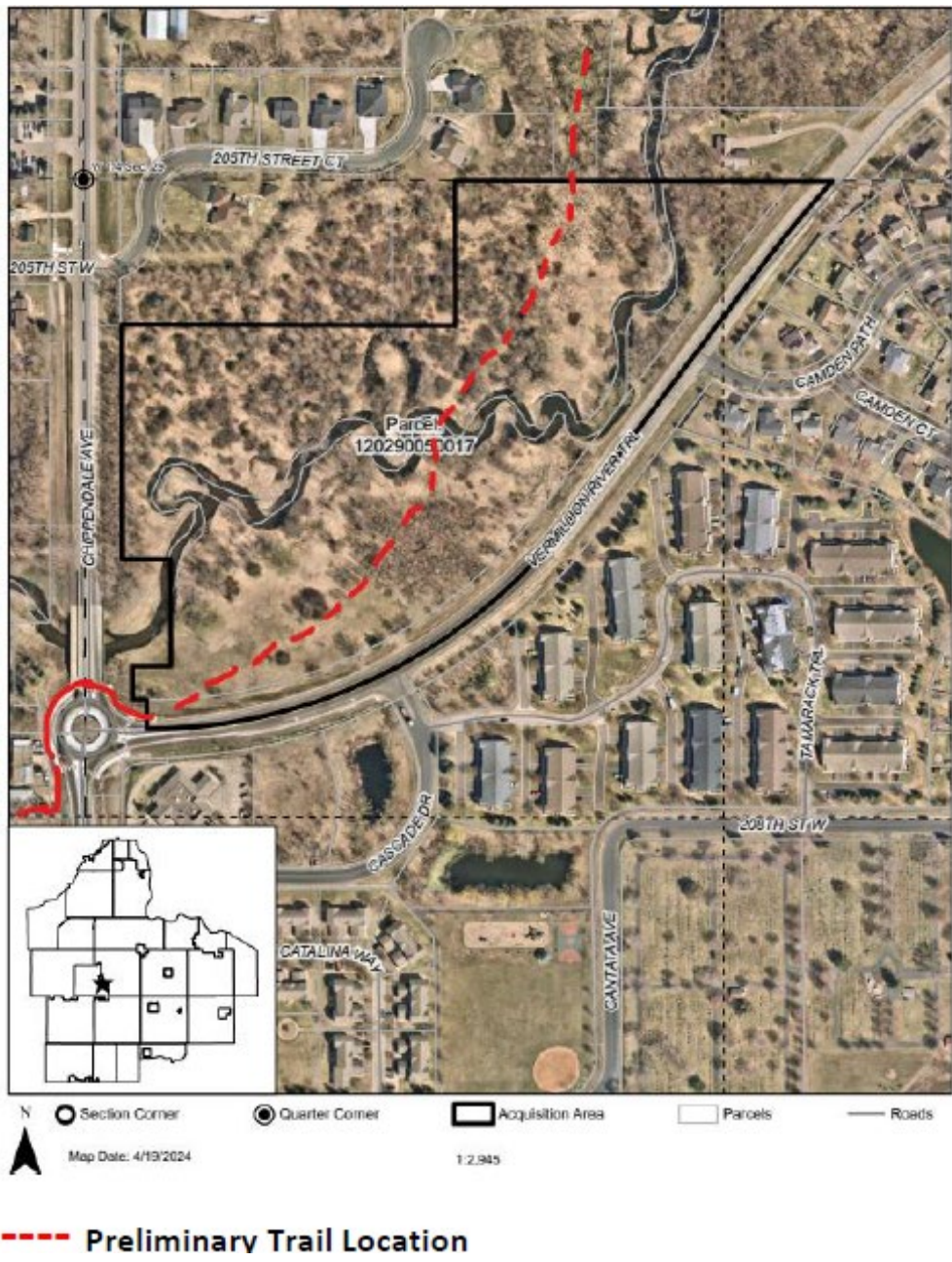


Figure 5. Aerial image of the subject property and preliminary trail location.



## Exhibit 2: Grant request letter



August 25, 2024

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](http://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 (MC) consideration authorizing a \$117,384 Acquisition Opportunity Fund (AOF) grant for the purchase of the Oliver property as an addition to the North Creek Greenway.

The Dakota County Board of Commissioners adopted the North Creek Greenway Master Plan on October 18, 2011, with MC approval on January 25, 2012. The Master Plan includes a portion of the Vermillion River from the confluence with North Creek east to the state Vermillion River Aquatic Management Area. The approved greenway corridor the included the Oliver property in the City of Empire. The 20-acre property consists primarily of floodplain and flood fringe along 2,200 feet of the Vermillion River that would accommodate 0.3 miles of future regional trail.

The Oliver property had been actively marketed through a real estate broker and the family was willing to take the property off the market if the County provided \$20,000 in earnest money as part of an Option to Purchase Agreement (Option Agreement) during the time it took the County to appraise, make an offer and pursue an AOF grant. The Dakota County Board of Commissioners authorized the Oliver property (Option Agreement) its February 27, 2024, meeting.

The County completed, reviewed and accepted an independent appraisal of \$140,000 and the family agreed to sell the property for \$147,000 or five (5) percent above the appraised value. The earnest money is credited towards the purchase price.

The Dakota County Board of Commissioners authorized acquisition of the Oliver property and submission of an AOF grant request at its July 30, 2024, meeting.

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

<b>Expenses</b>	<b>Amount</b>
Purchase Price	\$147,000
Estimated Title Insurance (\$147,000 x \$2.30 per \$1,000 value)	\$338
Estimated State Deed Tax (\$147,000 x 0.0033) + \$5 Conservation Fee	\$490
Estimated additional Closing Costs	\$1,660
Appraisal	\$4,000
Phase I Environmental Assessment	\$2,944
PILT (1.8 x \$32.62 of City Property Tax)	\$59
Property Tax (\$126 x 2/12)	\$21
<b>Total</b>	<b>\$156,512</b>
<b>Grant Request (75 percent of total)</b>	<b>\$117,384</b>
County Match (25 percent of total)	\$39,128

Thank you for considering this request.

Sincerely,



Nicki Geisler, Parks Director



Al Singer, Real Estate Manager

C: Tara Zgoda, Financial Analyst

### Exhibit 3: Grant application



### Application

## 21274 - FY2025 Park Acquisition Opportunity Fund Program - Final Application

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22112 - North Creek Greenway - Oliver Acquisition  
 Parks Grants Acquisition

Status: Under Review

Submitted Date: 08/27/2024 12:13 PM

Submitted By: Lisa Mary West

### Applicant Information

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**Primary Contact:**

*Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.*

**Name:\*** Lisa Mary West  
Pronouns First Name Middle Name Last Name

**Title:\*** Senior Project Manager

**Department:** Dakota County Environmental Resources

**Email:\*** lisa.west@co.dakota.mn.us

**Address:\*** 14955 Galaxie Avenue

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

**Phone:\*** 952-891-7018 Phone **Ext.:**

**Fax:** 952-891-7031

**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

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

**County:\*** Dakota

**Phone:\*** 952-891-7991 **Ext.:**

Fax:

PeopleSoft Vendor Number 0000026855A13

**Project description**

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

Park or trail name North Creek Greenway RT-Dakota County

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

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

If yes, name of master plan and date of Council approval North Creek Greenway Master Plan 01/25/2012

Name of master plan

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

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

**Acquisition method**

Acquisition method Fee title

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

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

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 10/31/2024  
Format: mmddyyyy (Do not enter any punctuation.)Type of agreement Purchase Agreement  
i.e., purchase agreement, offer letter, etc.

**Date agreement expires** 11/30/2024  
Format: mmddyyyy (Do not enter any punctuation.)

**Relocation costs**

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

**Does the requested grant amount include relocation costs?** No

**Appraisal**

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

**Appraisal effective date** 04/12/2024

**Appraised value** \$140,000.00

**Amount being offered the seller (net of closing and other costs)** \$147,000.00 105.0%  
% of appraised value

**Who performed the appraisal?** Valbridge Property Advisors

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

**Survey**

**Was a survey done?** No

**Quality of natural resources - is the property...**

<b>...undeveloped?</b>	Yes	
	Fully	Partially
<b>...wooded?</b>		Yes
	Fully	Partially
<b>...shoreline?</b>	Yes	
	Fully	Partially

**Describe the existing natural resources it contains**

The 20.43-acre property includes 2,180 feet of the Vermillion River and 17.02 acres are floodplain/flood fringe. Vegetation includes a diverse mix of grasses, forbs, shrubs, and trees throughout the lowland and upland areas.

**Known opposition**

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

If yes, explain:

**Encumbrances**

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

If yes, describe.

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

If yes, describe

**Clear title**

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

the property?

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](http://www.lccmr.leg.mn/pm_info/enrtf_fee-title-acquisition-project-requirements.pdf)

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

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

**Funding source comments, if desired**

**Structures currently on the property**

Does the property contain ANY structures? No

If yes, are there any habitable structures? No

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

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

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

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

**For ENRTF funding only**

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

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

When the land was being listed for sale, it was brought to the County's attention, relative to recreational/greenway opportunities along the Vermillion River. The landowner was willing to allow the County to appraise the property and make an offer, which was accepted by the landowner following further negotiations.

**Stewardship and minimal access**

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**Describe the stewardship plan.**

Dakota County will be responsible for on-going management.

Dakota County will conduct a natural resources management plan and then implement recommendations.

**How will the stewardship implementation be funded?**

Park 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**

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**Land Use History**

**Current land uses** Woods  
Select as many as apply

**Previous land uses** Woods  
Select as many as apply

**Adjacent land uses** Residential  
Select as many as apply

**Inspection**

**Does the property contain any of the following?** Select as many as apply

**Sellers and parcels**

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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
Charlotte Oliver, Amy Severson, and four others	XXXX Vermillion River Trail, Empire, MN 55024	12029005017	20.43	08/20/2024	No	58B	Empire Township	Dakota	16	H	44.650929	-93.134067
			20.43									

**Local match**

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Source of local match

**Grant agreement signatories**

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Full name	Title	If this is an attorney, is the signature 'for form only'?
Georg T. Fischer	Physical Development Division Director	

**Acquisition Costs**

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Cost Items	Amount	State funds	Metro funds	Match funds
<b>Purchase price</b>				
Negotiated purchase price	\$147,000.00	\$66,150.00	\$44,100.00	\$36,750.00
<b>Appraisal expenses</b>				
Appraisal	\$4,000.00	\$1,800.00	\$1,200.00	\$1,000.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00

**Environmental expenses**

Phase I environmental site assessment	\$2,944.00	\$1,325.00	\$883.00	\$736.00
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	\$21.00	\$10.00	\$6.00	\$5.00
Legal services and closing costs	\$1,660.00	\$747.00	\$498.00	\$415.00
Property tax equivalency payment-473.341	\$59.00	\$26.00	\$18.00	\$15.00
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$490.00	\$221.00	\$147.00	\$122.00
Title insurance	\$338.00	\$152.00	\$101.00	\$85.00
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
<b>Totals</b>	<b>\$156,512.00</b>	<b>\$70,431.00</b>	<b>\$46,953.00</b>	<b>\$39,128.00</b>

**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)	\$156,512.00	\$70,431.00	\$46,953.00	\$39,128.00	\$117,384.00

**Required Attachments - Acquisition**

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

1.0 Grant request letter (REQ'D)	Grant Request Letter	1.0 AOF - Submission Letter.pdf	pdf	247 KB
2.0 Master plan documentation (REQ'D)	Master Plan Documentation	2.0 AOF - Master Plan Documentation.pdf	pdf	201 KB
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	County Board Resolution to Acquire Oliver Property	3.0 AOF - Board Resolution No. 24-373.pdf	pdf	83 KB
4.0 Signed purchase agreement/instrument (REQ'D)	Draft Purchase Agreement - Final will be sent when fully executed.	Oliver - Purchase Agreement revised draft 8-8-24.doc	doc	1.0 MB
5.1 Appraisal report (REQ'D)	Appraisal Report	5.1 AOF - Appraisal Report.pdf	pdf	5.7 MB
5.2 Appraisal review report (NOT req'd)				
5.3 Client's instructions to appraiser (REQ'D)	Appraisal Assignment	5.3 AOF - Appraisal Assignment.pdf	pdf	103 KB
5.4 Title documentation (Req'd before finalization)	Oliver Title Commitment	5.4 AOF - Title Commitment.pdf	pdf	598 KB
6.1 Phase I ESA (if land may be contaminated or have abandoned wells)	Phase I ESA	6.1 AOF Phase I ESA Draft.pdf	pdf	339 KB
6.2 Phase II environmental assessment report (required if indicated in Phase I)				
7.0 Survey report (NOT req'd)				
8.0 Legal description in Microsoft Word that includes PIDs and, if available, address	Legal Description and PIDs	8.0 AOF - Legal Descriptions and PINs.pdf	pdf	96 KB
9.0 Land stewardship plan				
10.0 Relocation description and estimated costs OR signed waiver of relocation rights				

**SECTION 2 - Condemnation only - all required for eminent domain**

- 11.1 For condemnations, copy of notice to Council advising court filing
- 11.2 Condemnation or administrative settlement
- 11.3 Documentation of when petition was filed with court

**SECTION 3 - Matching grant**

12.0 If this grant will serve as match to another grant, copy of other grant is required

**SECTION 4 - Required images & GIS information**

13.1 Aerial photo showing park/trail boundary with parcel overlay (REQ'D)	Aerial Photo of Property	13.1 AOF - Aerial Photo of Property.pdf	pdf	175 KB
13.2 For trails, parcel map showing trail route (Required for trails)	Trail Location Map	13.2 AOF - Trail Location Map.pdf	pdf	173 KB
13.3 Image documenting location of property within RPS unit (REQ'D)	Location of Property within Regional Trail	13.3 AOF Location of Property within Regional System.pdf	pdf	87 KB
13.4 GIS shape-file for property (REQ'D)	GIS Shapefiles	13.4 AOF - GIS Shapefiles.zip	zip	2 KB

**SECTION 5 - Invoices**

14.1 Invoices: State deed tax or conservation fee (REQ'D)	Sate Deed Tax and Conservation Fee	14.1 State Deed Tax and Conservation Fee.pdf	pdf	78 KB
14.2 Invoices: Current property tax statement with pro-rated share of tax due (REQ'D)	Current Property Tax Statement	14.2 AOF - Current Property Tax Statement.pdf	pdf	126 KB
14.3 Invoices: Tax equivalency payment (REQ'D)	PILT Invoice	14.3 AOF - PILT Invoice.pdf	pdf	109 KB
14.4 Invoices: Phase 1 environmental assessment (Required if claimed in application)	Phase I Invoice	14.3 AOF - Phase I Invoice Draft.pdf	pdf	339 KB
14.5 Invoices: Phase II environmental assessment (Required if claimed in application)				
14.6 Invoices: Appraisal (Required if claimed in application)	Appraisal Invoice	14.6 AOF - Appraisal Invoice.pdf	pdf	191 KB
14.7 Invoices: Appraisal review invoice (Required if claimed in application)				
14.8 Invoices: Title insurance (Required if claimed in application)				

**SECTION 6 - Estimated costs**

15.1 Estimated costs: Itemized ESTIMATE of closing costs	Estimated Closing Costs	15.1 AOF - Estimated Closing Costs.pdf	pdf	79 KB
15.2 Estimated costs: Land stewardship				
15.3 Estimated costs: Minimal access development				
15.4 Estimated costs: Other (NOT req'd)				

**Additional attachments**

File Name	Description	File Size
ExhibitA-1_Aerial_Oliver.pdf (843 KB)	Aerial Photo	843 KB
Oliver - Legal Description - confirmed 2024-03-19.docx (13 KB)	Legal Description	13 KB

## Summary of Salient Facts

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### Basic Information

Common Property Name:	Oliver Property
Address:	XXXX Vermillion River Trail
City:	Empire
State:	MN
Zip Code:	55024
County:	Dakota
Property Ownership Entity:	Charlotte S Oliver & Amy Severson
Report Type:	Appraisal Report
Property Rights Appraised:	Fee Simple
Date of Property Tour:	4/17/2024
Date of Value:	4/17/2024

### Site Information

Land Area SF:	889,931
Land Area Acres:	20.43
Flood Zone:	Zone A, Zone AE, Zone X
Flood Map Number:	27037C0219E
Flood Map Date:	12/2/2011
Site Utility:	Below Average
Site Topography:	Rolling, with areas of both upland and wetlands
Site Shape:	Irregular
Road Frontage:	Average
Access:	Average
Utilities Available:	Electricity, Telephone

**Municipal Information**

Assessing Authority:	Dakota County
Assessor's Parcel ID Number:	12-02900-50-17
Current Taxes Payable Year:	2024
Current Assessor's Estimated Market Value	\$10,200
Current Tax Liability (Payable 2024):	
	Base Tax: \$126.00
	Special Assessments: \$0.00
	<u>Service Charges: \$0.00</u>
	Total: \$126.00
Are Taxes Current?	Yes
Is a grievance underway?	Not to our knowledge
Zoning Authority:	City of Empire
Current Zoning Designation:	MXR - Residential, FO - 100 Year Floodplain, SO - Shoreland Overlays
Land Use Plan Designation:	Mixed Residential
Is current use permitted?	Yes
Zoning Change Pending?	No
Zoning Variance Applied for?	No

**Highest and Best Use Summary**

As Though Vacant: Immediate recreation related use

**Value Conclusions**

Type of Value:	Market Value "As-Is"
Date of Value:	4/17/2024
Real Property Interest:	Fee Simple

**Sales Comparison Approach:**

Value Indication via Sales Approach (Rounded):	\$140,000
Per Acre:	\$7,826

**FINAL VALUE CONCLUSION:**

<b>Concluded Value:</b>	<b>\$140,000</b>
Exposure Period:	12 months
Marketing Period:	12 months

**Exhibit 5: Board approval to purchase property**

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

July 30, 2024

Resolution No. 24-373

Motion by Commissioner Hamann-Roland

Second by Commissioner Halverson

**Authorization To Acquire Oliver Family Property In City Of Empire**

WHEREAS, the 22.43-acre Susan and James Berdahl, Amy Severson, Frederick M. and Mary C. Severson, and Charlotte Oliver (Oliver Family) property, located immediately northeast of the intersection of State Highway 3 and County State Aid Highway (CSAH) 66 in the City of Empire, is included in the approved master plan for the North Creek Greenway; and

WHEREAS, the Oliver Family had been marketing their property through a real estate broker and were willing to work with the County to protect the property for public benefits if the County would provide \$20,000 in earnest money during such time as it took the County to appraise the property and make an offer; and

WHEREAS, by Resolution No. 24-088 (February 27, 2024), the County Board of Commissioners authorized the Physical Development Division Director to execute a \$20,000 Option to Purchase Agreement with the Oliver Family that was fully executed on April 8, 2024; and

WHEREAS, an independent appraisal of the Oliver Family property was completed, reviewed, and approved by County staff; and

WHEREAS, the Oliver Family has agreed to sell their property for \$147,000 (5% more than the \$140,000 appraised value) and have requested that the County pay the five percent broker fee, or \$7,350; and

WHEREAS, the estimated closing costs are \$2,500; and

WHEREAS, the Physical Development Division Director is required to sign the purchase agreement (PA) to acquire the Oliver Family property; and

WHEREAS, the Oliver Family property acquisition and closing costs are eligible for a 75 percent Acquisition Opportunity Fund (AOF) grant through the Metropolitan Council (MC), and the \$7,350 broker fee is not eligible for AOF reimbursement; and

WHEREAS, an AOF grant can be submitted to the MC after a PA is signed by the PDD Director and the Oliver Family members; and

WHEREAS, if the County is awarded an AOF grant by the MC for the Oliver Family property, the Chair of the County Board of Commissioners is required to sign an Agreement and Restrictive Covenant (ARC) with the MC; 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 30<sup>th</sup> day of July 2024, 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 30<sup>th</sup> day of July 2024.



Clerk to the Board

WHEREAS, there is adequate MC and County AOF matching funds in the approved 2024 Parks Capital Improvement Program budget for the proposed Oliver Family property acquisition; and

WHEREAS, the final acquisition costs of the Oliver Family 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 \$156,850 to acquire the Susan and James Berdahl, Amy Severson, Frederick M. and Mary C. Severson, and Charlotte Oliver (Oliver Family) property, including \$147,000 for acquisition, \$2,500 in estimated closing costs, and \$7,350 for broker fees; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Division Director to execute a purchase agreement with the Oliver Family to acquire their property, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes staff to submit an Acquisition Opportunity Fund grant request to the Metropolitan Council to receive up to 75 percent of the Oliver Family property acquisition costs; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Board Chair to execute an Agreement and Restrictive Covenant with the Metropolitan Council, which is required by the Metropolitan Council as part of an Acquisition Opportunity Fund grant agreement; and

BE IT FURTHER RESOLVED, That following acquisition of the Oliver Family property, staff will submit the necessary forms and documentation to the Metropolitan Council to receive approximately \$112,125 of reimbursement funds that 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 30<sup>th</sup> day of July 2024, 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 30<sup>th</sup> day of July 2024.



\_\_\_\_\_  
Clerk to the Board

## Exhibit 6: Purchase agreement

# AGREEMENT FOR THE PURCHASE OF THE OLIVER FAMILY PROPERTY BY THE COUNTY OF DAKOTA

This Purchase Agreement (hereinafter called the "Agreement"), made and entered into on the 28th day of August 2024, by and between Susan and James Berdahl, 19582 Waterford Court, Excelsior, MN 55331; Amy Severson, 710 Bighorn Drive, Chanhassen, MN 55317; Frederick M. and Mary C. Severson, P.O. Box 604, 44755 West Cable Lake Road, Cable, WI 54821; and Charlotte Oliver, 723 Water Street, Excelsior, MN 55331 (hereinafter collectively 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 12-02900-50-017; 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 October 31, 2024.
- d. "**Due Diligence Deadline**" shall mean no less than two weeks prior to closing.
- e. "**Earnest Money**" shall mean **Twenty Thousand Dollars (\$20,000)** deposited with the Seller's broker as required by the Option to Purchase Real Property and Earnest Money Agreement previously executed by the Buyer and Seller.
- f. "**Effective Date**" shall mean the last date of execution by either of the Parties to this Agreement.
- g. "**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.



- h. "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).
- i. "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.
- j. "Option to Purchase Real Property and Earnest Money Agreement" shall mean the Option to Purchase Real Property and Earnest Money Agreement (hereinafter called the Option Agreement") executed by the Buyer and Seller on April 8, 2024.
- k. "Parties" shall mean Buyer and Seller, as defined above, collectively.
- l. "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.
- m. "Purchase Price" shall mean the sum of **One Hundred Forty-Seven Thousand Dollars(\$147,000)**.
- n. "Title Company" shall mean DCA Title Company at 7373-147th Street West, Suite 161, Apple Valley, Minnesota 55124.
- o. "Warranty Deed" shall mean a deed conveying good and marketable title of record to the Property, subject to the following title exceptions:
  - ii. Building and zoning laws, ordinance, state and federal regulations;
  - iii. Reservation of any mineral rights to the State of Minnesota;
  - iv. Other utility, drainage and public road easements of record; and
  - v. The lien of real property taxes and the lien of special assessments and interest due thereon, if any, payable in the year of closing by which the terms of this Agreement are to be paid by Seller.

2. FEE OWNER. Seller represents that Seller is the fee owner of the Property and hereby agrees to sell the Property to Buyer, free of any liens, exceptions and encumbrances and except as hereinafter identified below:

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

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

3. FIXTURES AND PERSONAL PROPERTY. None.

4. TITLE EXAMINATION. Within twenty (20) days after the Effective Date, Seller shall deliver to Buyer an abstract of title or registered property certificate for the Property or at Seller's election, a commitment from the Title Company to issue to Buyer an ALTA policy of title insurance for the Property. Buyer shall pay the entire cost for updating the abstract or registered property certificate or the full charge for a title insurance commitment/binder. Buyer shall be allowed up to twenty (20) days after receipt for

examination of the title documents and to make any objections to title. Buyer shall make any such objection in writing or the objection shall be deemed to be waived. If any objections are made, Seller shall have one hundred twenty (120) days to make title marketable. Pending correction of title, the payments required by this Agreement shall be postponed, but upon correction of title, and within twenty (20) days of written notice to Buyer, the Parties shall perform this Agreement according to its terms.

If title is not marketable and is not made so within one hundred twenty (120) days from the date of written objection as provided above, this Agreement shall, at Buyer's option, be void and neither party shall be liable for damages or costs to the other party.

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

In any event, Seller shall satisfy and discharge all monetary liens and encumbrances (except any statutory liens for non-delinquent real property taxes) affecting the Property and Seller shall furnish whatever documents or evidence will be required by the Title Company in order to delete the "printed form" or standard exceptions to coverage, including, without limitation, rights of Parties in possession, unrecorded easements and mechanics or material men's liens or claims of lien, on or before Closing.

5. PAYMENT TERMS. As consideration for the covenants and agreements made herein, Buyer agrees to pay the Purchase Price to Seller for the Property, less the **Twenty Thousand Dollars (\$20,000)** of earnest money deposited with the broker, and less closing costs, 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 zero (0) 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 one hundred(100) percent of closing fees charged by the Title Company.

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

- a. A Warranty Deed from Susan and James Berdahl, Amy Severson, Frederick M. and Mary C. Severson, and Charlotte Oliver 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 completion of due diligence by Buyer on or before the Due Diligence Deadline and Buyer determining in its sole discretion that the condition of the Property is acceptable to it. Seller agrees that Buyer shall have the right to inspect and investigate the Property at reasonable times and to perform any tests it deems necessary, including tests to evaluate the environmental condition of the Property. Buyer shall coordinate any such inspection to accommodate the schedule of Seller, who shall not unreasonably withhold permission to inspect or investigate.

If the above contingencies are not satisfied, this Agreement shall, at Buyer's option, be void and neither party shall be liable for damages to the other party.

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

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

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

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

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

14. RISK OF LOSS. Until the completion of closing and delivery of possession of the Property, all risk of loss is on Seller. If the Property is damaged prior to closing, Seller shall give the Buyer notice within five (5) business days after such damage has occurred. The notice shall include Seller's proposal for repairing the damage. From the date that Buyer receives Seller's notice, Buyer shall have three (3) business days to inspect the Property and an additional two (2) business days to determine if the damages and Seller's proposal for repairs are acceptable to Buyer. If Buyer does not accept Seller's proposal for repairs within the five (5) business day period, this Agreement shall be void.

15. REMEDIES UPON DEFAULT. In the event that Seller defaults in the performance of any of its obligations under this Agreement, Buyer shall, in addition to any and all other remedies provided in this Agreement or at law or in equity, have the right of specific performance against Seller. Buyer shall have six (6) months to exercise its right of specific performance under this section. In the event that Buyer defaults in the performance of any of its obligations under this Agreement, Seller shall have, as its sole and exclusive remedy, the right to cancel this Agreement as permitted by MINNESOTA STATUTES §§ 559.21 and 559.217.

16. BROKER'S COMMISSION. Buyer has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. Seller has used a broker entitled to a broker's commission based on five (5) percent of the Purchase Price or Seven Thousand Three Hundred Fifty Dollars (\$7,350). Buyer agrees to pay the broker's commission at the Closing.

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:

Charlotte Oliver,  
723 Water Street  
Excelsior, MN 55331

Amy Severson  
710 Bighorn Drive  
Chanhassen, MN 55317

Mary C. and Frederick M. Severson  
P.O. Box 604  
44755 West Cable Lake Road  
Cable, WI 54821

Susan and James Berdahl  
19582 Waterford Court  
Excelsior, MN 55331

- 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.
- k. Deferred Exchange. It is the intent of the Seller to affect a tax-deferred exchange under the terms of Section 1031 of the Internal Revenue Code. Seller shall have the right to structure the sale of the property as a 1031 Tax Deferred Exchange and the Buyer agrees to accommodate this desire. This Agreement shall be assigned to CPEC1031, LLC, or an EAT formed by CPEC1031, to accommodate a 1031 Tax Deferred Exchange. This Agreement shall constitute notice within the meaning of Section 1.1031(k)-1(g) (4) (v) of the Income Tax Regulations.

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.

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

**SELLER**

Signed by:

*Charlotte Oliver*

46F6AA610B43427  
Charlotte Oliver

Date of Signature 08/24/2024 | 4:23 PM CDT

Signed by:

*Amy Severson*

6E61B2EC824A479  
Amy Severson

Date of Signature 08/26/2024 | 1:54 PM CDT

Signed by:

*Mary C. Severson*

E65AFD052BF744D  
Mary C. Severson

Date of Signature 08/26/2024 | 7:30 PM PDT

Signed by:

*Frederick M. Severson*

E65AFD052BF744D  
Frederick M. Severson

Date of Signature 08/26/2024 | 7:32 PM PDT

Signed by:

*Susan Berdahl*

9D0023C521324A1...  
Susan Berdahl

Date of Signature 08/27/2024 | 1:38 PM CDT

Signed by:

*James Berdahl*

9D0023C521324A1...  
James Berdahl

Date of Signature 08/27/2024 | 1:42 PM CDT



**BUYER**

DocuSigned by:

*Georg Fischer*

A29G882168944C4...

Georg T. Fischer, Director  
Physical Development Division

Date of Signature 08/28/2024 | 8:02 AM CDT

Approved as to form:

/s/ Joseph Marek

Assistant Dakota County Attorney

Date of Signature: August 20, 2024

KS-24-505

Approved by Dakota County Board  
Resolution No. 24-373

# Dakota County Parks

## Legal Description of the Oliver Family Property being Acquired by the County of Dakota

Tract No. 485

All that part of the North Half of the Southwest Quarter of Section 29, Township 114 North, Range 19 West, lying North and West of the centerline of County State Aid Highway No. 66 except the North 300.00 feet of the West 770.00 feet thereof, Dakota County, Minnesota.

Except that part of the North Half of the Southwest Quarter of Section 29, Township 114 North, Range 19 West, shown as Parcel 225 on Minnesota Department of Transportation Right of Way Plat Numbered 19-188 as the same is on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

# Dakota County Parks

## General Depiction of the Oliver Family Property and being Acquired by the County of Dakota

Tract No. 485

