

# Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: April 15, 2024

For the Metropolitan Council: April 24, 2024

## Business Item: 2024-90

Blakeley Bluffs Park Reserve, Park Acquisition Opportunity Fund Award (Barbarawi), Scott County

<b>District(s), Member(s):</b>	District B, Robert Moeller District 4, Deb Barber
<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 \$680,486 from the Park Acquisition Opportunity Fund to Scott County to acquire approximately 41 acres located at 24236 Union Trail in Belle Plain, MN, for the Blakeley Bluffs Park Reserve.
2. 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***

Scott County requested a Park Acquisition Opportunity Fund (PAOF) grant on March 5, 2024, to fund the acquisition of approximately 41 acres for the Blakeley Bluffs Park Reserve. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3.

Blakeley Bluffs Park Reserve is a future park reserve in the southwest corner of Scott County along the Minnesota River bluffs (see Exhibit 1, Figures 1, 2, and 3). This planned park reserve features large areas of continuous forest, stunning viewsheds of the Minnesota River Valley, dramatic topographic changes, and high-quality habitat.

#### ***Subject Property***

The subject property is within the Council-approved boundary of the Blakeley Bluffs Park Reserve. The property contains 25 acres of cultivated land that will be restored to prairie and woodlands. It also contains 15 acres of Maple-Basswood and Oak forests, both of which are Minnesota Native Plant Communities. Within the forested area is a protected stream, Big Possum Creek, that

connects to the Minnesota River. There are structures on the property that will be evaluated for moving or deconstruction (see Exhibit 1, Figure 4).

**Park Acquisition Opportunity Fund (PAOF)**

The Council’s Park Acquisition Opportunity Fund (PAOF) Program provides funding to purchase property and easements via two state sources: the Parks and Trails Legacy Fund (PTLF) and the Environment and Natural Resources Trust Fund (ENRTF). The Council contributes by matching every \$3 in state funds with \$2 in Council funds. The \$3 to \$2 match is required at the program level, not the individual project level.

State and Council funds contribute up to 75% of the purchase price and eligible costs; the Regional Park Implementing Agency (Agency) contributes the remaining 25% as local match.

**Project Budget**

The appraised value of the subject property is \$760,000. The Seller agreed to 111% of that amount, or \$843,600. The PAOF program will fund up to 110% of the appraised amount, or \$836,000. Scott County will pay the additional 1% as overmatch to the grant. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, environmental assessments, stewardship, taxes, and appraisal is \$907,315 as shown in Table 1 below.

*Table 1. Project Budget*

<b>Budget item</b>	<b>Requested amount</b>
Purchase price	\$836,000
Appraisal, legal fees, taxes, closing costs	\$11,315
Site remediation and land stewardship	\$60,000
<b>Total Costs</b>	<b>\$907,315</b>
<b>Grant structure</b>	
Grant amount	\$680,486
Local match	\$226,829

**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 Blakeley Bluffs Park Reserve acquisition long-range plan in 2011 and a boundary adjustment amendment in 2019. The proposed acquisition is within the boundaries of the approved acquisition 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 contains approximately 15 acres of undeveloped forested land with high-quality natural resources and 25 acres of cultivated land that will be restored to its natural



state. The parcel also contains a protected stream, Big Possum Creek, that connects to the Minnesota River.

- Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park and Trail 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 Cottage Grove Ravine Regional Park 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.

Scott County will provide a local match of \$226,829.

### **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: Option agreement to purchase property



# Exhibit 1 – Images

Figure 1. Map of the Regional Parks System and the Blakeley Bluffs Park Reserve (circled in red).

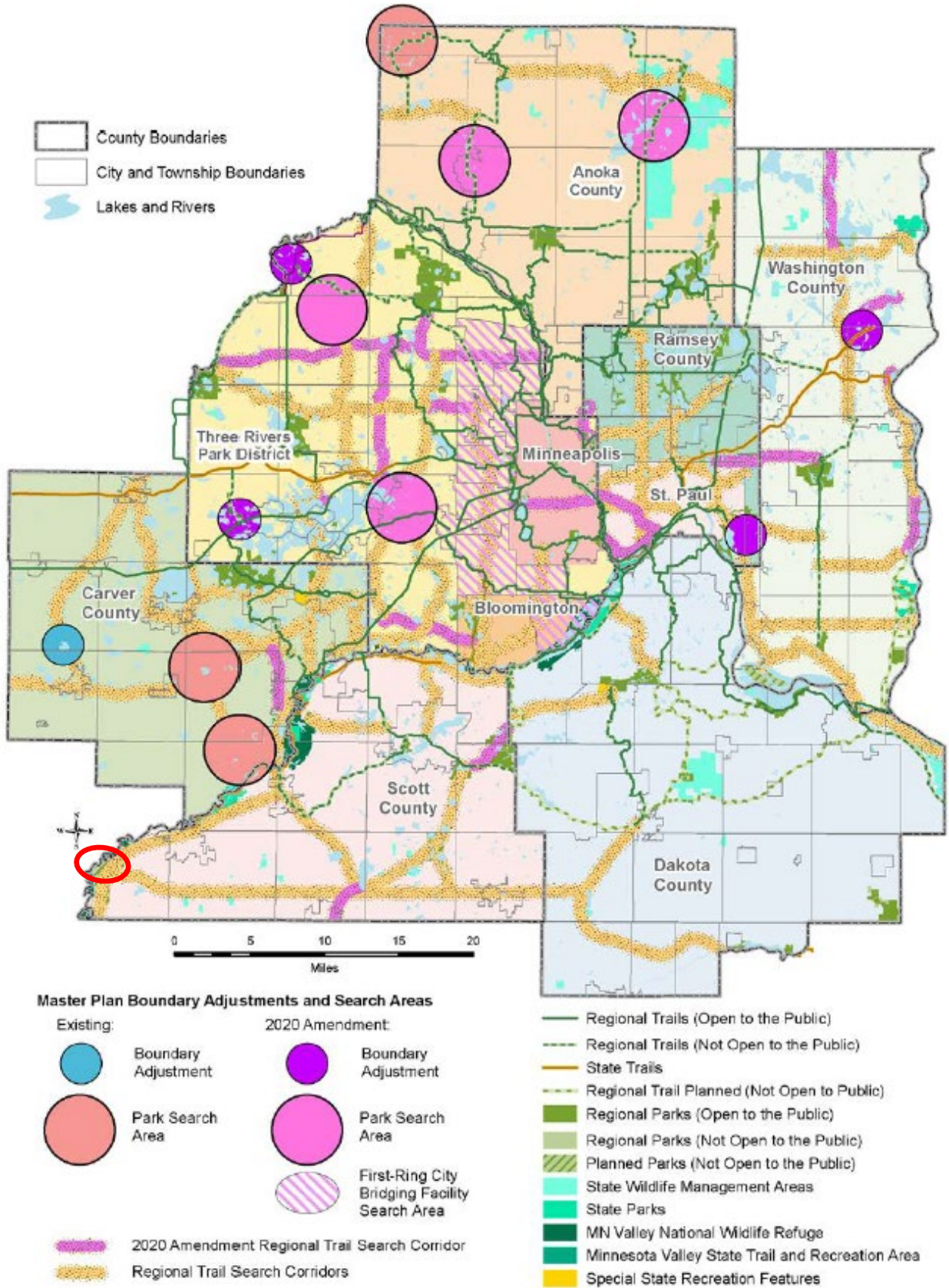
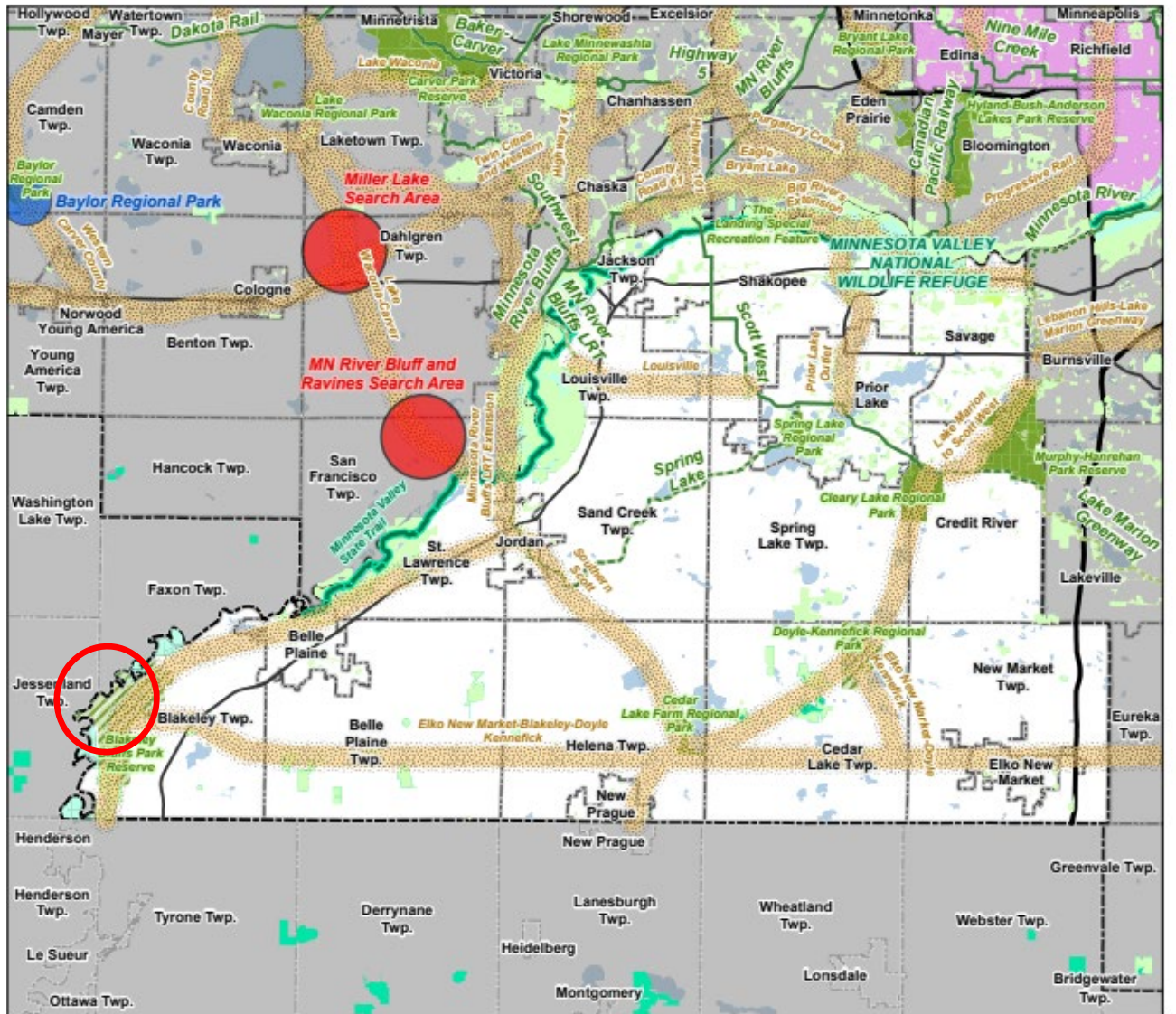
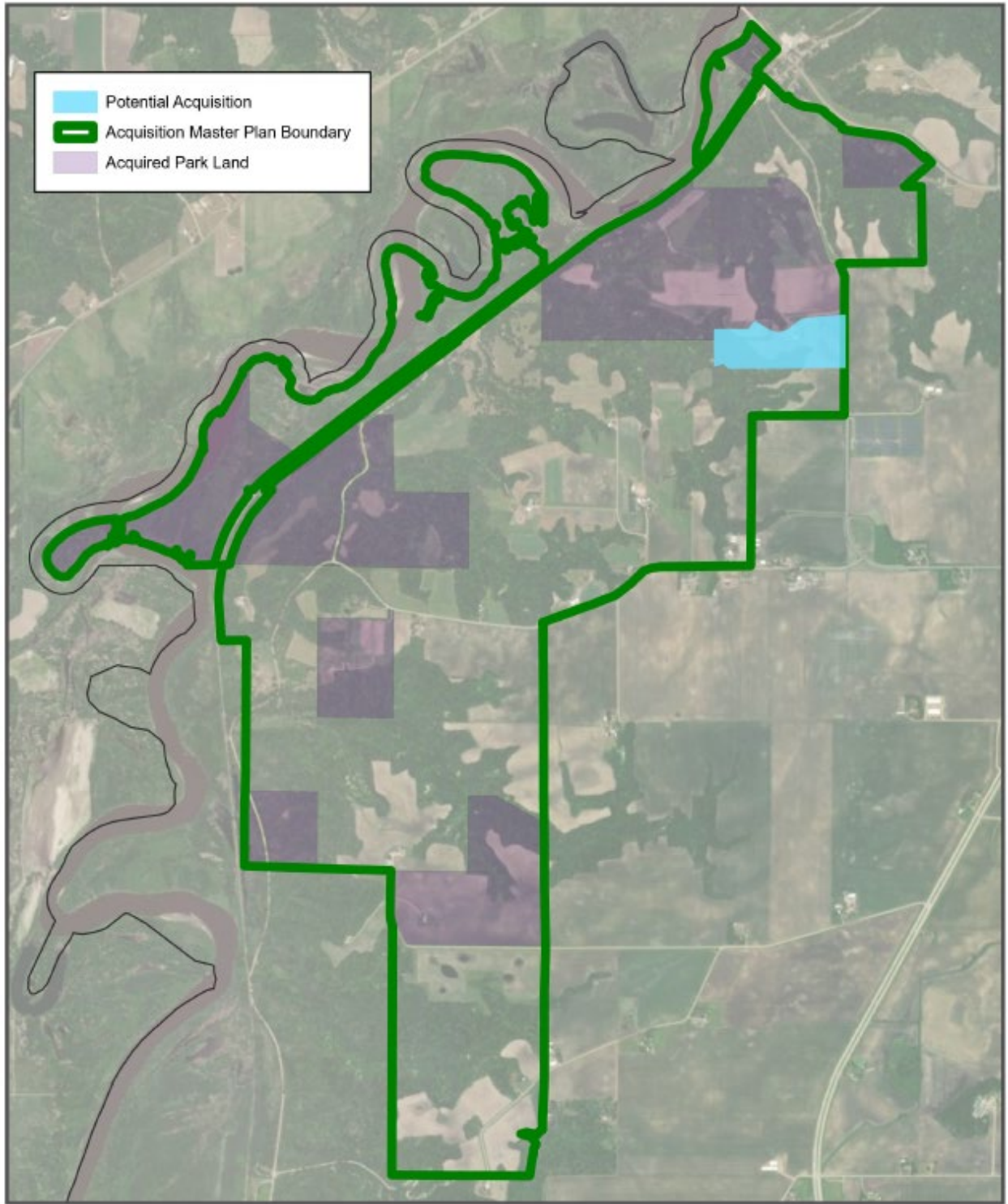


Figure 2. Map of Scott County and the Regional Parks System showing the location of Blakeley Bluffs Park Reserve (circled in red) and nearby park and natural areas.



- |   |   |   |
|---|---|---|
| <p><b>Regional Parks</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #90EE90; border: 1px solid black; margin-right: 5px;"></span> Existing (Open to Public)</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #E0E0E0; border: 1px solid black; margin-right: 5px;"></span> In Master Plan (Not Open to Public)</li> <li><span style="display: inline-block; width: 15px; height: 10px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, #90EE90 2px, #90EE90 4px); border: 1px solid black; margin-right: 5px;"></span> Planned Parks and Reserves</li> </ul> <p><b>Regional Trails</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; border-bottom: 2px solid #008000; margin-right: 5px;"></span> Existing (Open to Public)</li> <li><span style="display: inline-block; width: 15px; border-bottom: 2px dashed #008000; margin-right: 5px;"></span> Existing (Not Open to Public)</li> <li><span style="display: inline-block; width: 15px; border-bottom: 2px dotted #008000; margin-right: 5px;"></span> Planned</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> Regional Trail Corridor Land</li> </ul> | <p><b>Regional Park Search Areas and Regional Trail Search Corridors</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #ADD8E6; border-radius: 50%; border: 1px solid black; margin-right: 5px;"></span> Boundary Adjustments</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FF0000; border-radius: 50%; border: 1px solid black; margin-right: 5px;"></span> Search Areas</li> <li><span style="display: inline-block; width: 15px; height: 15px; background: radial-gradient(circle, #FFD700 1px, transparent 1px); background-size: 3px 3px; border: 1px solid black; margin-right: 5px;"></span> Regional Trail Search Corridors</li> <li><span style="display: inline-block; width: 15px; height: 15px; background: repeating-linear-gradient(-45deg, transparent, transparent 2px, #FF0000 2px, #FF0000 4px); border: 1px solid black; margin-right: 5px;"></span> First-Ring City Bridging Facility Search Area</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #00FF00; border: 1px solid black; margin-right: 5px;"></span> State Parks</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #008000; border: 1px solid black; margin-right: 5px;"></span> State Wildlife Management Areas (Publicly Accessible)</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #90EE90; border: 1px solid black; margin-right: 5px;"></span> Scientific and Natural Areas (SNA)</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #90EE90; border: 1px solid black; margin-right: 5px;"></span> Special State Recreation Features</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #90EE90; border: 1px solid black; margin-right: 5px;"></span> Other Parks, Preserves, Refuges and Natural Areas</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #00FF00; border: 1px solid black; margin-right: 5px;"></span> Minnesota Valley National Wildlife Refuge</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #008000; border: 1px solid black; margin-right: 5px;"></span> MN Valley National Wildlife Refuge</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #008000; border: 1px solid black; margin-right: 5px;"></span> Minnesota Valley State Trail and Recreation Area</li> </ul> |
|---|---|---|

Figure 3. Map of Blakeley Bluffs Park Reserve showing the park boundary and the subject property.



	Potential Acquisition
	Acquisition Master Plan Boundary
	Acquired Park Land



Metropolitan Council

Scott County Planning and Resource Management  
Parks & Trails Department  
200 Fourth Avenue West, Shakopee, Minnesota 55379-1220  
(952) 496-8475 [www.scottcountymn.gov](http://www.scottcountymn.gov)



**Acquisition Master Plan**  
**Blakeley Bluffs**  
**Regional Park Reserve**

Date: 2/28/2024



0 1,000 2,000 Feet



Figure 4. Aerial image of the subject property.



## Exhibit 2: Grant request letter



# SCOTT COUNTY PARKS AND TRAILS PROGRAM

A Partnership between Scott County and Three Rivers Park District

GOVERNMENT CENTER 114 · 200 FOURTH AVENUE WEST · SHAKOPEE, MN 55379-1220  
(952) 496-8475 · Fax (952) 496-8496 · Web [www.co.scott.mn.us](http://www.co.scott.mn.us)

March 05, 2024

Jessica Lee  
Regional Parks and Natural Resources Unit  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

Subject: Acquisition Opportunity Grant Request for Upland Big Possum property in the future Blakeley Bluffs Park Reserve

Dear Ms. Lee,

I am writing to submit an Acquisition Opportunity Grant Request for an acquisition associated with Blakeley Bluffs Park Reserve in Scott County. I ask that this grant request be placed on the April 04 MPOSC agenda for consideration.

### *Acquisition Grant Request*

Upland Big Possum is approximately 40.89 acres of land in Blakeley Township, MN. The property is adjacent to approximately 259 acres of County land previously acquired for the future Park Reserve to the north and west. The property is of mixed ecological uses, including agricultural land and 14.5 acres of forested acres (10.5 of native hardwood forest) characterized by steep slopes and ravines.

Scott County is requesting the Metropolitan Council's consideration of an acquisition opportunity grant in the amount of \$680,486.19 that would fund 75% of the acquisition and associated costs up to 110% over the appraised value, with 25% local match of \$226,828.73 coming from the county funds. The total estimated acquisition costs are \$916,387.62.

This property is a critical component of the future Blakeley Bluffs Park Reserve:

- It provides one of limited road accesses to the future park and is a critical access point for the 259 acres of parkland already acquired
- It will contribute to protecting sensitive ravines and native forest communities along the Minnesota River for generations of park users to experience and enjoy

Thank you for your consideration of this request. If you have any questions, please contact me directly at 952.496.8777.

Sincerely,

Patricia Freeman  
General Manager of Scott County Parks and Trails



### Exhibit 3: Grant application



### Application

### 18956 - FY2024 Park Acquisition Opportunity Fund Program - Final Application

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21044 - Blakeley Bluffs Park Reserve Acquisition - Upland Big Possum  
Parks Grants Acquisition

Status: Submitted Submitted Date: 03/05/2024 2:07 PM Submitted By: Alysa Delgado Misfeldt

### 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:\* She/her/her Pronouns Alysa First Name Delgado Middle Name Misfeldt Last Name

Title:\* Strategic Programs Manager

Department:

Email:\* amisfeldt@co.scott.mn.us

Address:\* 200 4th Ave W

\* Shakopee City Minnesota State/Province 55379 Postal Code/Zip

Phone:\* 952-496-8777 Phone Ext.

Fax:

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

#### Authorized Official

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

Name:\* Patricia First Name Freeman Last Name

Title:\* General Manager Scott County Regional Parks

Department: Physical Development - Parks

Email:\* pfreeman@co.scott.mn.us

Address:\* 200 Fourth Avenue West

\* Shakopee Minnesota 55379

	City	State/Province	Postal Code/Zip
<b>Phone:*</b>	952-496-8752 Phone		Ext.
<b>Fax:</b>			
<b>What Grant Programs are you most interested in?*</b>	Parks Legacy Fund		
<b>Organization Information</b>			
<b>Name:*</b>	SCOTT COUNTY		
<b>Jurisdictional Agency (if different):</b>			
<b>Organization Type:</b>	County Government		
<b>Organization Website:</b>			
<b>Address:*</b>	200 4TH AVE W		
<b>*</b>	SHAKOPEE City	Minnesota State/Province	55379 Postal Code/Zip
<b>County:*</b>	Scott		
<b>Phone:*</b>	952-496-8341		Ext.
<b>Fax:</b>			
<b>PeopleSoft Vendor Number</b>	0000024262A23		

## 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** Blakeley Bluffs PR - Scott 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** Blakeley Bluffs Park Reserve Master Plan 12/13/2011  
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** 05/03/2024  
Format: mmddyyyy (Do not enter any punctuation.)

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

**Date agreement expires**  
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** 08/02/2023

**Appraised value** \$760,000.00

**Amount being offered the seller (net of closing and other costs)** \$843,600.00 111.0%  
% of appraised value

**Who performed the appraisal?** Patchin Messner Valuation Counselors

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

**Survey**

**Was a survey done?** No

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

**...undeveloped?** Yes  
Fully Partially

**...wooded?** Yes  
Fully Partially

...shoreline?

Fully

Partially

**Describe the existing natural resources it contains**

This site is 40.89 acres, with predominately cultivated land (approximate 24.5 acres). These lands lie on the eastern and northwestern areas of the parcel. The remainder of the parcel a wooded mix, with 10.5 acres of Maple-Basswood forest and 4 acres of Oak forest, both Minnesota Native Plant Communities, on the south-western portion of the parcel. MLCCS data also ranks these forests B/C quality. These forest acres connect to more forest acreage in adjacent parcels and is considered a Natural Area Corridor by Scott County. Within this forested area, there is a protected stream, Big Possum Creek, to that runs across the south-western corner of the parcel. This stream connects from the Minnesota River to County Road 1.

**Known opposition**

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

If yes, explain:

**Encumbrances**

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

If yes, describe.

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

If yes, describe

**Clear title**

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

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

**Suggested funding source**

For guidance, see the PAOF rules in the 2040 Regional Parks Policy Plan at <http://metro council.org/Parks/Publications-And-Resources/POLICY-PLANS/2040-Regional-Parks-Policy-Plan.aspx>; for **ENRTF fee title acquisition project requirements**, see [http://www.lccmr.leg.mn/pm\\_info/enrtf\\_fee-title-acquisition-project-requirements.pdf](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)?** We plan to evaluate the structure for possible moving, deconstruction or demolition.

**If there are habitable structures, could they be relocated? If yes, how? If no, why not?** We plan to evaluate the structure for possible moving, deconstruction or demolition.

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

Single-Family 3 bed, 1 bath home 1 3/4 story built in 1940. Above ground living area: 1,843 (sq ft) 288 Garage Size (Sq Ft)

#### **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***

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#### **Describe the stewardship plan.**

Structures – The house and other buildings will be evaluated for moving, deconstruction or demolition.

Land - Upon acquisition of the property stewardship activities will include boundary marking and enforcement, property monitoring and ordinance enforcement, and noxious and invasive weed management. The area where the house and driveway are located will be transitioned to a low maintenance eco grass that will require limited maintenance, and the remainder of the non-wooded area will enter our inventory of agricultural to prairie and woodland conversion process for the park reserve.

The costs for the stewardship plan is reflected in the acquisition costs. These costs are split between the grant and the County.

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

The majority of costs for the stewardship plan, outside of the agricultural conversion plan, is reflected in the acquisition costs. These costs are split between the grant and the County.

**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** Agricultural, Residential, Woods  
Select as many as apply

**Previous land uses** Agricultural, Residential, Woods  
Select as many as apply

**Adjacent land uses** Agricultural, Residential, Woods  
Select as many as apply

#### **Inspection**

Does the property contain any of the following? Wells, Septic  
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
ANAN BARBARAWI	24236 UNION TRL Belle Plaine, MN 56011	029170072	40.89		Yes	22B	Belle Plaine	Scott	4	B	44°35'52.6"N	93°51'10.4"W
			40.89									

## Local match

### Source of local match

Scott County Levy

## Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Barb Weckman Brekke	County Board Chair	
Lezlie A. Vermillion	County Administrator	
Jeanne Andersen	Assistant County Attorney	Yes

## Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
<b>Purchase price</b>				
Negotiated purchase price	\$836,000.00	\$376,200.00	\$250,800.00	\$209,000.00
<b>Appraisal expenses</b>				
Appraisal	\$4,500.00	\$2,025.00	\$1,350.00	\$1,125.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
<b>Environmental expenses</b>				
Phase I environmental site assessment	\$0.00	\$0.00	\$0.00	\$0.00
Phase II environmental site assessment	\$0.00	\$0.00	\$0.00	\$0.00
Environmental contamination remediation	\$0.00	\$0.00	\$0.00	\$0.00
<b>Holding expenses</b>				
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Land stewardship	\$60,000.00	\$27,000.00	\$18,000.00	\$15,000.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$1,448.00	\$652.00	\$434.00	\$362.00

Legal services and closing costs	\$1,500.00	\$675.00	\$450.00	\$375.00
Property tax equivalency payment-473.341	\$1,143.00	\$514.00	\$343.00	\$286.00
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$7.00	\$3.00	\$2.00	\$2.00
Title insurance	\$2,717.00	\$1,223.00	\$815.00	\$679.00
Well disclosure statement	\$0.00	\$0.00	\$0.00	\$0.00
Other holding	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other expenses</b>				
Other expenses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$907,315.00</b>	<b>\$408,292.00</b>	<b>\$272,194.00</b>	<b>\$226,829.00</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)	\$907,315.00	\$408,292.00	\$272,194.00	\$226,829.00	\$680,486.00

**Required Attachments - Acquisition**

Attachment	Description	File Name	Type	File Size
<b>SECTION 1 - All of the following are required to BEGIN review unless otherwise indicated</b>				
1.0 Grant request letter (REQ'D)	request letter	grant request letter.pdf	pdf	192 KB
2.0 Master plan documentation (REQ'D)	image from 2019 master plan amendment with amended boundary, including parcel in question (parcel is included in 2015 & 2019 boundaries)	Blakeley Bluffs Master Plan Amendment, Boundary Adjustment 2019 (2).pdf	pdf	320 KB
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)				
4.0 Signed purchase agreement/instrument (REQ'D)	this is the draft purchase agreement sent to the seller	Purchase Agrmt_Anan_Barbarawi_2.pdf	pdf	171 KB
5.1 Appraisal report (REQ'D)	Final appraisal	Finalized Appraisal 24236 Union Trail.pdf	pdf	11.3 MB
5.2 Appraisal review report (NOT req'd)				
5.3 Client's instructions to appraiser (REQ'D)	instructions sent for appraisal	appraisal instructions.pdf	pdf	202 KB
5.4 Title documentation (Req'd before finalization)				
6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)				
6.2 Phase II environmental assessment report (required if indicated in Phase I)				
7.0 Survey report (NOT req'd)				
8.0 Legal description in Microsoft Word that includes PIDs and, if available, address	legal description (same as other document attached in app)	legal description.pdf	pdf	194 KB
9.0 Land stewardship plan				
10.0 Relocation description and estimated costs OR signed waiver of relocation rights				
<b>SECTION 2 - Condemnation only - all required for eminent domain</b>				
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 with boundary and parcel overlay	acquisition in boundary.pdf	pdf	770 KB
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13.2 For trails, parcel map showing trail route (Required for trails)

13.3 Image documenting location of property within RPS unit (REQ'D)	Image documenting location of property within RPS unit	acquisition in boundary.pdf	pdf	770 KB
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13.4 GIS shape-file for property (REQ'D)	GIS	uplandbigpossum.zip	zip	3 KB
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**SECTION 5 - Invoices**

14.1 Invoices: State deed tax or conservation fee (REQ'D)

14.2 Invoices: Current property tax statement with pro-rated share of tax due (REQ'D)

14.3 Invoices: Tax equivalency payment (REQ'D)

14.4 Invoices: Phase 1 environmental assessment (Required if claimed in application)

14.5 Invoices: Phase II environmental assessment (Required if claimed in application)

14.6 Invoices: Appraisal (Required if claimed in application)

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

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
Legal Description (1).pdf (81 KB)	legal description	81 KB
PID 029170072 aerial photo.pdf (2.8 MB)	Aerial photo with parcel boundary	2.8 MB



**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

Fee Owner:	Anan Barbarawi
Location:	24236 Union Trail Blakeley Township, Minnesota
Tax Identification Number:	02.917007.2
Date of Valuation:	July 25, 2023
Dates of Inspection:	July 25, 2023, November 9, 2021 and April 14, 2021
Property Appraised:	Real Property (Land and Building)
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	A-1, Agricultural Preservation SL, Shoreland Overlay
Guiding:	Park/Open Space
Property Description:	The subject consists of a 40.89-acre parcel, net of existing right-of-way, located on the west side of Union Trail at 24236 Union Trail in Blakeley Township, MN. The site is effectively rectangular, and the western and south-central portions of the site are steeply sloping and heavily wooded. Furthermore, Big Possum Creek runs through the southwest corner of the property. Conversely, the eastern and north-central portions of the site are open and rolling to generally level with productive soils. It is noted that the site is accessed via a gravel driveway along the northern boundary and on the adjacent property to the north.
Description of Improvements:	The site is improved with a 1.5-story cabin style residence built in 1940, with 2,762 SF of total finished area, which includes ± 714 SF basement finish. The home also contains a one-stall, tuck-under garage. There are a total of two bedrooms, one full bathroom, one three-quarter bathroom, and an additional loft area equipped with a large walk-in closet. Additionally, the site is improved with several outbuildings, including: a 2,160 SF Quonset shed; a 2,000 SF Lester building with a 1,200 SF shelter/lean-to; a 480 SF detached garage/shed; and two shelters (900 SF and 180 SF).

NOTE: The description of the improvements is based on the Northstar MLS data, Scott County records, and an interior inspection of the home.

Highest and Best Use:

As Vacant	Development of a single-family residence and agricultural use of the tillable acreage
As Improved	Continued use as a single-family residence, with agricultural use of the tillable acreage

Final Conclusion: **\$760,000**

Allocated as follows:

Land	\$370,000
Improvements	<u>\$390,000</u>
Total	<u>\$760,000</u>



# Request for Board Action

**BOARD MEETING DATE:**  
3/19/2024

**AGENDA ITEM NUMBER:**  
6.13

## Department Information

<b>ORIGINATING DIVISION/DEPARTMENT:</b> Planning and Resource Management/Parks and Trails	
<b>PRESENTER(S):</b> Patty Freeman x8752	<b>PROJECT:</b> CTGBlakePossum2Blakeley Acquisition Upland Big Possum

## Agenda Item Details

<b>AGENDA ITEM TYPE:</b> Consent	<b>TIME REQUESTED:</b> NA
<b>ACTION REQUESTED:</b> Adopt Resolution No. 2024-93; Authorizing Entering a Purchase Agreement for, and Acquisition of, Real Property for the Blakeley Bluffs Park Reserve, a Grant Request to the Metropolitan Council for Acquisition Funding, and Amendment of the Park Improvement Program Budget	
<b>ORGANIZATIONAL VALUES:</b> <b>Stewardship:</b> We will work proactively to make investments, guided by resident input, which will transform lives, communities, and government	
<p><b>BACKGROUND/JUSTIFICATION:</b></p> <p>The purpose of this agenda item is to adopt Resolution No. 2024-93; Authorizing Entering a Purchase Agreement for, and Acquisition of, Real Property for the Blakeley Bluffs Park Reserve, a Grant Request to the Metropolitan Council for Acquisition Funding, and Amendment of the Park Improvement Program Budget.</p> <p>The subject property is 24236 Union Trail in Blakeley Township and is also identified as PID 029170072. Acquisition of this property is consistent with the County approved <i>Blakeley Bluffs Acquisition Master Plan</i>. The property consists of 40.89 acres and is adjacent to approximately 259 acres of County land previously acquired for the future Park Reserve. The property has approximately 24 tillable acres, 14.5 acres of native hardwood forest characterized by steep slopes and ravines, and a home site with outbuildings.</p> <p>This acquisition will complete a 3-phase effort to purchase several adjacent parcels that in 2012 were part of a planned 7-lot executive home development that would have bisected the planned park reserve. The first phase of the acquisition was completed in 2013. The second phase was completed in 2014. This acquisition will be the third and final phase. This particular phase provides critical access from County Road 1 (Union Trail) into the grouping of properties acquired previously and preserves the scenic quality and recreation potential of those properties. The lands being acquired with this purchase include flat areas that can support future infrastructure (i.e. parking, entry driveway, trailhead), scenic views across the Minnesota River Valley, and the opportunity for conversion of cropland to natural cover/habitat. It, along with the previous acquisitions, forms a critical mass of property that together can support meaningful outdoor recreation activity.</p> <p>Scott County commissioned an appraisal of the property by Patchin Messner Valuation Counselors on August 2, 2023. Over the past several months, staff has been in conversation with the landowner to affirm their interest in selling and to negotiate a purchase price. An agreement for a purchase price of \$843,600 has been reached between both parties, and detailed appraisal information has been provided to the Board in a separate confidential memorandum per the requirements of Minnesota Statutes. The Met Council will fund \$627,000 and Scott County will fund \$216,600 of the land acquisition.</p> <p>Scott County's 2024 - 2028 Parks Improvement Program proposed acquisition of this property. Approximately</p>	

seventy-five (75%) percent of the funding for the acquisition is planned from the Metropolitan Council's Regional Park Acquisition Opportunity Fund grant program, and the remaining approximately 25% would be a local County match. The approximation comes from the uncertainty of additional costs such as closing, structure removal and taxes.

As part of this action, staff is seeking approval to apply for the grant. Award of the grant will be a requirement to finalize the acquisition. If awarded, staff will finalize the acquisition of the property, which will also require placing restrictive covenants on the property to comply with standard Met Council requirements.

**BUDGET AMENDMENT:**

Yes

**FUNDING DESCRIPTION:**

A budget amendment is needed for this project. It is identified in the 2024-2028 PIP with a project cost of \$821,000. The County had programmed \$205,250 dollars for the County's share and \$615,750 for the Metropolitan Council. The updated estimated project costs include purchase price, appraisal, survey, closing costs, structure demolition etc. for an estimated total cost of \$917,000.

The grant request of the Metropolitan Council will be an estimated amount of \$680,487. The County's share will be approximately \$235,513. The County's match will require a request for approximately \$235,513 from the County Board to Three Rivers Park District to utilize the partnership fund balance. This acquisition will not impact the County's levy.

**ATTACHMENTS:**

1.	Aquisition Property in Park Reserve Boundary
3.	View from Parcel

**Action**

<p><b>ACTION TAKEN:</b> APPROVED</p>	<p><b>MOTION/SECOND/VOTE:</b> TW/JU/4 AYES JB NAY</p>	<p><b>DEPUTY CLERK:</b> <i>Michelle Hesse</i></p>
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**BOARD OF COUNTY COMMISSIONERS  
SCOTT COUNTY, MINNESOTA**

**Date:** March 19, 2024

**Resolution No.:** 2024-93

**Motion by Commissioner:** Tom Wolf

**Seconded by Commissioner:** Jon Ulrich

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**RESOLUTION NO. 2024-93; AUTHORIZING ENTERING A PURCHASE AGREEMENT FOR, AND ACQUISITION OF, REAL PROPERTY FOR THE BLAKELEY BLUFFS PARK RESERVE, A GRANT REQUEST TO THE METROPOLITAN COUNCIL FOR ACQUISITION FUNDING, AND AMENDMENT OF THE PARK IMPROVEMENT PROGRAM BUDGET**

WHEREAS, Scott County is interested in acquiring land for the Blakeley Bluffs Park Reserve consistent with the park reserve master plan; and

WHEREAS, the Metropolitan Council's Acquisition Opportunity Grant Program funds 75% of eligible regional park acquisition costs, and requires the remaining 25% local match; and

WHEREAS, a property owner, has agreed to a purchase price of \$843,600, for approximately 41 acres of land within the approved Blakeley Bluffs Park Reserve; and

WHEREAS, the acquisition project is included in the 2024-2028 Parks Improvement Program with an estimated cost of \$821,000 and the updated estimated project cost is \$917,000 including a purchase price of \$843,600, closing costs, demolition of structures, and basic site security and boundary marking; and

WHEREAS, the final acquisition will be contingent on award of the Metropolitan Council funding, which will also require placement of restrictive covenants on the property as part of the finalization of the purchase.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners in and for the County of Scott, Minnesota, that the Board of Commissioners hereby authorizes entering a purchase agreement for, and acquisition of, the property identified as PID 029170072, contingent upon the County securing grant funding for 75% of the purchase costs.

BE IT FURTHER RESOLVED that the County Administrator is authorized to execute the purchase agreement on behalf of the County, subject to approval by the County Attorney's Office as to form.

BE IT FURTHER RESOLVED that staff is hereby authorized to submit a grant request for park land acquisition funding to the Metropolitan Council based on actual costs.

BE IT FURTHER RESOLVED that the County Board is directing staff to request the use of the partnership fund balance held by Three Rivers Park District for the approximate County match of \$235,513.00.

BE IT FURTHER RESOLVED, that if awarded the grant funds, staff is authorized to accept the funds.

BE IT FURTHER RESOLVED, that the Board Chair and the County Administrator are authorized to execute any additional documents necessary to effectuate acceptance of grant funds and acquisition of the property on behalf of the County.

BE IT FINALLY RESOLVED that the Parks Improvement Program budget is amended.

**VOTE RESULTS:**

**Yes:** Barb Weckman Brekke, Tom Wolf, Dave Beer, Jon Ulrich

**No:** Jody Brennan

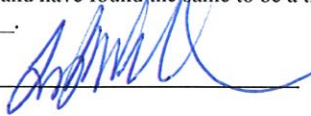
**Absent:**

**Abstain:** None

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**State of Minnesota)**  
**County of Scott )**

I, Lezlie A. Vermillion, duly appointed qualified County Administrator for the County of Scott, 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, Scott County, Minnesota, at their session held on March 19, 2024 now on file in my office, and have found the same to be a true and correct copy thereof. Witness my hand and official seal at Shakopee, Minnesota, on March 19, 2024.

  
\_\_\_\_\_  
\_\_\_\_\_

County Administrator  
Administrator's Designee

**Exhibit 6: Purchase agreement**

**REAL PROPERTY PURCHASE AGREEMENT**

THIS AGREEMENT, made as of this 7th day of March , 2024 by and between Anan Barbarawi and Hadil Qawaqay a married couple (hereinafter referred to as the "Seller") and County of Scott, a body politic and corporate organized and existing under the laws of the State of Minnesota, (hereinafter referred to as the "Buyer"). Seller and Buyer may at sometimes herein be collectively referred to as ("Parties") and individually as ("Party").

**RECITALS:**

WHEREAS, Seller is the owner of certain real property, with improvements located thereon, situated in Scott County, State of Minnesota, more particularly described in Section 1 of this Agreement below; and

WHEREAS, Seller is a willing seller who desires to sell certain real property, with improvements located thereon, situated in Scott County, State of Minnesota, more particularly described in Section 1 of this Agreement below; and

WHEREAS, Buyer is a willing buyer who desires to buy the same certain real property, with improvements located thereon, situated in Scott County, State of Minnesota, more particularly described in Section 1 of this Agreement below; and

WHEREAS, Seller and Buyer enter into this Agreement as a willing seller and a willing buyer by mutual agreement.

NOW THEREFORE, in consideration of the promises and of the payments and mutual covenants contained herein, the parties agree as follows:

1. Seller is the owner of certain real property, with improvements located thereon, situated in Scott County State of Minnesota described, as follows:

That part of the North Half of the Northeast Quarter of Section 17, Township 113, Range 25, Scott County, Minnesota, that part of the East 30 acres of the Southwest Quarter of the Northeast Quarter of said Section 17 and that part of the Southeast Quarter of the Northeast Quarter of said Section 17 which lie Southerly and Easterly of Line "A" and Northerly of Line "B" described below:

Line "A" is described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 17; thence South 0 degrees 03 minutes 31 seconds East, along the east line of said Northeast Quarter, a distance of 891.81 feet to the beginning of the line to be described; thence South 89 degrees 56 minutes 29 seconds West a distance of 38.68 feet; thence Westerly 170.14 feet along a tangential curve to the left having a radius of 1711.78 feet and a central angle of 5 degrees 41 minutes 41 seconds; thence South 84 degrees 14 minutes 48 seconds West, tangent to said curve, a distance of 510.21 feet; thence Southwesterly 138.50 feet along a tangential curve to the left having a radius of 242.00 feet and a central angle of 32 degrees 47 minutes 31 seconds; thence South 51 degrees 27 minutes 17 seconds West, tangent to said curve, a distance of 195.89 feet; thence Southwesterly, Westerly and Northwesterly 375.20 feet along a tangential curve to the right having a radius of 308.00 feet and a central angle of 69 degrees 47 minutes 50 seconds; thence North 58 degrees 44 minutes 53 seconds West, tangent to said curve, a distance of 291.92 feet; thence South 38 degrees 55 minutes 19 seconds West, a distance of 182.85 feet; thence South 89 degrees 48 minutes 15 seconds West, a distance of 598.17 feet; thence South 0 degrees 00 minutes 40 seconds West, a distance of 192.86 feet to the northwest corner of said East 30 acres of the Southwest Quarter of the Northeast Quarter and there said line terminates.

Line "B" is described as follows:

Commencing at the southeast corner of the Northeast Quarter of said Section 17; thence South 89 degrees 41 minutes 47 seconds West, along the south line of said Northeast Quarter, a distance of 2248.36 feet; thence North 0 degrees 00 minutes 28 seconds East a distance of 510.00 feet; thence North 58 degrees 09 minutes 47 seconds East, a distance of 373.85 feet; thence North 46 degrees 13 minutes 48 seconds West a distance of 171.27 feet; thence North 89 degrees 41 minutes 47 seconds East a distance of 2053.51 feet to the east line of the Northeast Quarter of said Section 17 and the beginning of the line to be described; thence South 89 degrees 41 minutes 47 seconds West, a distance of 2053.51 feet; thence North 46 degrees 13 minutes 48 seconds West a distance of 125.30 feet; thence South 72 degrees 31 minutes 27 seconds West a distance of 175.44 feet to the west line of the East 30 acres of the Southwest Quarter of said Northeast Quarter of said Section 17 and there said line terminates.

(PIN 029170072)

Together with all buildings, improvements, fixtures, and landscaping situated thereon (hereinafter referred to as the "Property").



2. Purchase Price. The total purchase price for the Property shall be Eight Hundred Forty Three Thousand Six Hundred and No/100 (\$843,600) Dollars (the "Purchase Price"), to be paid as follows:
  - a. Earnest Money: Ten Thousand and No/100 (\$10,000) Dollars to be paid with delivery of a fully-executed counterpart of this Agreement.
  - b. Eight Hundred Thirty Three Thousand Six Hundred and No/100 (\$833,600) Dollars to be paid by check on the Closing Date, less any and all payoffs of mortgages, liens or other interests, and upon delivery by Seller to Buyer of good and marketable title by a Warranty Deed of conveyance.
3. Financing Contingencies. The obligation of Buyer to purchase and of Seller to sell is contingent upon the final approval of the Scott County Board of Commissioners and Buyer obtaining cost participation from the Metropolitan Council, Minnesota Department of Natural Resources, and/or other potential sources, as identified prior to Closing, to fully fund the purchase price.

In the event that condition has not been satisfied or waived by Buyer on or before the Closing Date, then Buyer may terminate this Agreement by written notice to Seller on or before the Closing Date. If so terminated, All Earnest Money shall be refunded to Buyer and Buyer and Seller will promptly sign a cancellation agreement in recordable form releasing Buyer's claims against the property and neither shall thereafter have any further obligation under this Agreement.

4. Condition of Title.
  - a. The obligations of Buyer are hereby made expressly contingent upon Buyer's satisfaction with the condition of the title to the Property pursuant to Section 6, and as described in Section 1 of this Agreement.
  - b. Seller shall, within fifteen (15) business days of this Agreement, deliver to Buyer for its examination, an Abstract of Title and a copy of any owner's title insurance policy for the property, if in the Seller's possession or control. Buyer may update the Abstract of Title certified to a current date by a licensed Abstracter at Buyer's expense or Buyer may order a title commitment from a title insurance company, at Buyer's expense, for Buyer's examination. Buyer shall have thirty (30) business days from the receipt of said updated Abstract of Title or title commitment for examination of same. In the event that Buyer

elects to order an Owner's Insurance Policy at Closing, the premium for such policy is at Buyer's expense.

- c. If Buyer fails to notify Seller in writing of Buyer's objections to the condition of title to the Property within thirty (30) business days from the receipt of an updated Abstract of Title or title commitment, Buyer shall be deemed to have given notice of Buyer's election to waive the condition of satisfactory title and to proceed to Closing.
  - d. If Buyer notifies Seller of objections within thirty (30) business days, Seller shall have forty-five (45) business days to obtain good and marketable title to the Property in response to a notice of Buyer's objections.
  - e. If Buyer is not satisfied with the condition of title to the Property after Seller's forty-five (45) business days to cure objections, Buyer may elect to:
    - (i). Terminate this Agreement by notice to Seller; or
    - (ii). Waive the failure of satisfactory title to the Property and proceed to Closing in accordance with the terms of this Agreement.
5. Seller's Representation and Warranties. Seller represents and warrants to Buyer (as of the date of this Agreement and as of the Closing Date, unless otherwise specifically limited) that:
- a. Seller will deliver, as of the Closing Date, good and marketable title in fee simple to the Property, free and clear of all liens, encumbrances, assessments, obligations, charges and options of any kind, except for easements of record. It is understood by the parties that any outstanding mortgages, assessments, liens or judgments against the property shall be released or satisfied on the Property from the proceeds of the sale at the time of Closing.
  - b. Seller shall deliver good and marketable title in fee simple to the Property, free and clear of all liens, encumbrances, assessments, obligations, charges and options of any kind, or other encumbrances affecting title, except for easements of record.
  - c. Seller has not entered into any other contracts or agreements of any kind for the sale of this Property. Seller has not entered into any leases or contracts for any use on the Property, except easements of record. Seller agrees not to lease, sell, convey, mortgage or otherwise encumber all or

any portion of the property or to amend any existing document or other matter encumbering or affecting the Property.

- d. To the best of Seller's knowledge, there is no pending or threatened litigation or other proceeding which could adversely affect the value or Buyer's use of the Property.
- e. Seller (i) has not received any written notification from any governmental agency, and is not aware of any pending governmental agency notification that the improvements, which constitute part of the Property, or the present uses of the Property, do not comply with applicable laws, ordinances or regulations, and (ii) has no knowledge of defects or conditions on or in the Property or the soil or groundwater thereof which exist and that may materially impair Buyer's use and enjoyment of the Property.
- f. Seller has not had any labor, material, machinery, fixtures and/or tools furnished to the property within 120 days immediately preceding the Date of Closing. Seller shall pay in full any payments for all labor, materials, machinery, fixtures, or tools furnished on or for the Property within 120 days immediately preceding the Date of Closing. Seller shall obtain releases from the provider(s) of such labor, materials, machinery, fixtures or tools. Seller shall notify Buyer, and provide copies of all releases, of any labor, materials, machinery, fixtures, or tools furnished on or for the Property within 120 days immediately preceding the Date of Closing.
- g. Seller warrants that the Property has water and septic service, as follows (check the appropriate boxes):

City Water:     Yes     No    AB HQ    Seller Initials

City Sewer:     Yes     No    AB HQ    Seller Initials

Private well:     Yes     No    AB HQ    Seller Initials

Subsurface Sewage Treatment System:     Yes     No    AB HQ  
Seller Initials

In the event that a private water well or a subsurface sewage treatment system exists on the Property, Seller agrees to provide Buyer with a current Well Disclosure Statement and/or a current Subsurface Sewage Treatment System Disclosure Statement along with a current Property Disclosure Statement, all completed and delivered contemporaneously with Seller's execution and delivery this Agreement.

- h. To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks on the Property.
  - i. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.
  - j. Seller advises that information regarding the predatory offender registry and persons registered with the predatory offender registry under Minn. Stat. § 243.166 may be obtained by contacting local law enforcement office in the community where the Property is situated or by contacting the Minnesota Department of Corrections by telephone at (651) 361-7200 or its website at [www.corr.stte.mn.us](http://www.corr.stte.mn.us).
6. Entry onto the Property. Upon execution of this Agreement by the parties hereto, Buyer and its duly authorized agents shall, upon reasonable notice and during normal business hours, have the right to enter on, over, under and upon the Property in order to conduct such inspection, engineering, environmental, topographical, and survey studies or reports as Buyer may desire or find necessary for its evaluations of the appropriateness of the Property for the intended use.
7. Seller's Requirements at Closing. Seller shall deliver to Buyer an executed and duly recordable Warranty Deed conveying the Property subject to easements of record. Seller shall also deliver a Seller's Affidavit (MUCB form or similar); well certification and disclosure, compliance agreement and disclosure, and other documents as the Closing agent or title insurance company may deem necessary or appropriate for the transfer of good and marketable title to the Property.

Seller agrees to cooperate with Buyer regarding any reasonable request(s) made subsequent to closing to correct errors, if any, made concerning this transaction or provide any and all additional documents deemed necessary by Buyer to effect this transaction and make fee title good and marketable title. Seller agrees that cooperation includes, but is not limited to, execute or re-execute any documents that Buyer deems necessary or desirable to complete this transaction. The Parties understand that the Seller is not responsible for performing any duties or obligations of the Buyer in this transaction and that the Buyer is not responsible for performing any duties or obligations of the Seller.

8. Deed Tax and Filing Fees. Buyer shall pay deed tax and conservation fees for this transaction. Buyer shall pay recording fees for the Warranty Deed for this

transaction. Seller shall provide affidavits and other documents necessary to clear title, which shall be the responsibility of Seller, at Seller's expense.

9. Property Taxes. Seller warrants that it has paid all prior years' property taxes and assessments. Buyer shall pay property taxes payable in and for the calendar year of Closing Date. Seller shall pay, on the Date of Closing, any deferred property taxes (i.e. Green acres, etc.). Seller shall pay any and all other special assessments pending and levied as of the date of this Purchase Agreement.
10. Place and Time of Closing. In the event that Seller can deliver good and marketable title, this transaction shall be closed at a Closing prior to or by May 31, 2024 with the Closing Agent designated as Carver County Abstract and Title, Inc. with offices in Chaska, Minnesota. Buyer shall pay closing and title fees charged by Closing Agent.
11. Possession. Seller shall deliver possession of the Property and shall vacate the Property immediately upon Closing
12. Personal Property. Seller shall remove from the Property any and all personal property not included in the sale, materials, debris, rubbish, and/or other items prior to vacating the Property, subject to the satisfaction of the Buyer. Seller shall vacate the single-family residence in a "Broom Clean" condition.
13. Risk of Loss. If there is any loss or damage to the Property between the date hereof and the Date of Closing, for any reason including but not limited to, fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the Closing Date, this Purchase Agreement may become null and void at Buyer's option, and upon such election, Buyer and Seller shall immediately sign a cancellation of the Purchase Agreement.
14. Time of Essence. Time is of the essence in this Purchase Agreement.
15. Responsible Party. The Parties agree that the Party engaging any work, services, commissions or fees, including but not limited to, inspections, assessments, surveys, appraisal, title search, title examination, title insurance, brokerage, attorney's fees and other legal services, shall have the sole obligation and responsibility for such work, services, commissions or fees.

16. Notices. All notices required or permitted hereunder shall be deemed effectively given to the party to be charged therewith when personally delivered to the Seller or an officer of the County or deposited in the United States mail, postage prepaid and addressed as follows:

To Seller:                   Anan Barbarawi  
                                      207 Spring Valley Drive  
                                      Bloomington, MN 55420

To Buyer:                    Scott County Planning and Resource Mgmt Division  
                                      Attn: Patricia Freeman  
                                      200 4<sup>th</sup> Avenue West  
                                      Shakopee, MN 55379

The foregoing addresses may be changed by written notice given as provided in this Section.

17. Voluntary Agreement. The Parties acknowledge that this transaction is by and between a willing seller and a willing buyer on a voluntary basis by mutual agreement of purchase price, terms and conditions. County acknowledges that this transaction is not in relation to or subject to any rights arising out of eminent domain. Seller acknowledges and waives that it has no rights of any kind whatsoever, which is associated with or resulting from any applicable laws and regulations under the rights of eminent domain.

18. Entire Agreement. This Agreement contains all of the agreements and understandings of the Parties hereto. This Agreement may be modified or cancelled only in writing executed by Seller and Buyer or by operation of law.

19. Binding Nature of Agreement. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

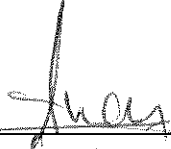
20. Survival of Terms. All representations, warranties and agreements contained in this Agreement shall survive the Closing and shall not be merged into any instruments of conveyance delivered at the Closing, and the parties hereto shall be bound accordingly.

21. Headings. The headings of the sections in this Agreement are for convenience only and do not construe or limit the contents of such section.

22. Counterparts: This instrument may be executed in one or more counterparts or in multiple originals, either one of which is as valid as the other and when taken together shall constitute one agreement.

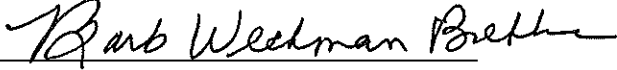
23. Effective Date of Agreement. This Agreement shall become effective and shall be binding upon the Parties hereto only after it has been executed by each of the Parties hereto. Seller understands and agrees that this Agreement is subject to both approval by the Scott County Board of Commissioners at a regular scheduled board meeting and by its acceptance in writing within Thirty (30) days of Sellers execution and delivery to Buyer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

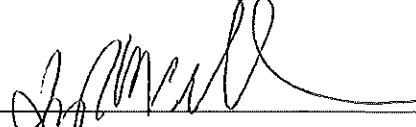
Dated: 3/14, 2024.   
Anan Barbarawi

Dated: 3/14, 2024.   
Hadil Rawasma

COUNTY OF SCOTT

Dated: 3/19, 2024. By:   
Barb Weckman Brekke

Its: Board Chair, Board of Commissioners

Dated: 3/19, 2024. By:   
Lezlie Vermillion

I approve this instrument as to form: *Jeanne Andersen* *3/20/24*  
Jeanne Andersen, Asst. County Attorney Date

This instrument was drafted by Scott County, 600 Country Trail, E. Jordan, MN 55352