



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

December 23, 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 Lehnert 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 February 6th MPOSC agenda for consideration.

Acquisition Grant Request

The property is an approximately 85 acre portion of an 128-acre property at 17130 Salisbury Hill Road in Blakeley Township, also identified as PID 020250020. Acquisition of this property is consistent with the Blakeley Bluffs Acquisition Master Plan. The property is the southernmost part of the future Park Reserve and includes approximately 45 tillable acres and 40 forested acres including native Red Oak – Sugar Maple - Basswood forest. Scott County is requesting the Metropolitan Council's consideration of an acquisition opportunity grant in the amount of \$807,024.75 that would fund 75% of the acquisition and associated costs with 25% local match of \$269,008.25 coming from county funds. The total estimated acquisition costs are \$1,076,033.00.

The lands being acquired with this purchase offer a significant opportunity to convert croplands to forest, expanding the area of continuous forested habitat. It also presents an opportunity to restore or improve three forest wetlands. Restoration of these areas will provide buffering of the site's steep forested ravines and adjacent ephemeral stream that leads to the Minnesota River. The property will support access to and within the future park reserve. It can be accessed from the east by the upper section of Salisbury Hill Road. With the bifurcation of the property by Salisbury Hill Road, the property also may offer an opportunity to support future pedestrian circulation in the park reserve, in particular for hiking or mountain biking, between the bottom and top of the bluff.

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

Sincerely,

A handwritten signature in black ink that reads "Patricia Freeman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Patricia Freeman, General Manager of Scott County Parks and Trails

Exhibit 3: Grant application



Application

21274 - FY2025 Park Acquisition Opportunity Fund Program - Final Application

22509 - Blakeley Bluffs Park Reserve Acquisition - Lehnert Property
Parks Grants Acquisition

Status: Under Review **Submitted Date:** 12/23/2024 1:43 PM **Submitted By:** Alyssa Olson

Applicant Information

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 Alyssa First Name Middle Name Olson Last Name
Title:* Principal Planner
Department:
Email:* alolson@co.scott.mn.us
Address:* 200 4th Ave W

*** Phone:*** Shakopee City Minnesota State/Province 55379 Postal Code/Zip
612-368-3301 Phone Ext.

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

Organization Information

Name:* SCOTT COUNTY
Jurisdictional Agency (if different):
Organization Type: County Government
Organization Website:
Address:* SCOTT COUNTY PARKS DEPT O&M LOTTERY
200 4TH AVE W

*	SHAKOPEE City	Minnesota State/Province	55379-1220 Postal Code/Zip
County:*	Scott		
Phone:*	952-496-8344		Ext.
Fax:			
PeopleSoft Vendor Number	0000024262A19		

Project description

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

Park or trail name 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: mmdyyyyy (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 03/20/2025
Format: mmddyyyy (Do not enter any punctuation.)

Type of 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?

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

Appraised value \$1,040,000.00

Amount being offered the seller (net of closing and other costs) \$1,040,000.00 100.0%
% of appraised value

Who performed the appraisal? Patchin Messner Valuation Conselors

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

Survey

Was a survey done? Yes

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

The subject property has approximately 44 acres of tillable land, 40 acres of forest, and 1.5 acres of altered Type 1 and Type 2 wetlands. Approximately 43 acres of the tillable land are under continuous row crop production and 1 acre is perennial forage or hay. Within the row crop area there are approximately 1.6 acres of converted wetlands. The forested land includes

approximately 10 acres of native Red Oak - Sugar Maple – Basswood forest. Paralleling and largely forming the property's north boundary is an intermittent stream (identified on USGS topographic map) that discharges directly into the Minnesota River. The tillable acres present a prime opportunity to restore forest and/or native prairie which would provide a natural buffer to the site's fragile ravines, wetlands, and the intermittent stream. The 1.6 acres of converted wetland could be restored to a high-quality, seasonally-flooded Type 1 wetland with a Type 2 wet meadow fringe. With improvement of the 1.5 acres of altered wetland, a total of over 3 acres of wetland would be restored to provide valuable habitat and water quality protection. Conversion of the tillable areas to a natural cover would expand the high value forestland and wildlife corridor that already exists on adjacent Minnesota DNR property, including the Ney Wildlife Management Area, which surrounds this property on its south and west sides. In addition to restoring land cover, ownership of this property would create opportunities to address water quality issues in the Minnesota River by implementing other conservation practices aimed at stabilizing the many eroding ravines dispersed throughout the property.

Known opposition

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

If yes, explain:

Encumbrances

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

If yes, describe.

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

If yes, describe

Both roads on the property are prescriptive easement.

Clear title

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

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

Suggested funding source

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

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

Anticipated funding source ENRTF / Council match
Select as many as apply

Funding source comments, if desired

Structures currently on the property

Does the property contain ANY structures? Yes

If yes, are there any habitable structures? No

Does the property currently contain any revenue-generating businesses? Yes

If yes, what is the plan for the structure(s)? There are remains of a former shed and corn crib.

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:

Approximately 43 acres of the property are under continuous row crop production and 1 acre is perennial forage or hay.

For ENRTF funding only

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

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

The Lehnert property is located within the planned boundary of Blakeley Bluffs Regional Park Reserve. The property is located in the southern end of the future park reserve with high quality forests the opportunity to expand forest or other plant communities. The property is also adjacent to an ephemeral creek that flows into the Minnesota River.

Stewardship and minimal access

Describe the stewardship plan.

Upon acquisition of the property, stewardship activities will include boundary marking and enforcement, property monitoring and ordinance enforcement, and noxious and invasive weed management. A small deteriorating shed and the remains of a corn crib will be removed from the property. Agricultural acres will enter our inventory of agricultural to prairie and woodland conversion process for the park reserve.

How will the stewardship implementation be funded?

The costs for the stewardship plan, outside of the agricultural conversion plan, are 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

Land Use History

Current land uses Agricultural, Wetland, Woods
Select as many as apply

Previous land uses Agricultural, Wetland, Woods
Select as many as apply

Adjacent land uses Agricultural, Park, Residential, Wetland, Woods
Select as many as apply

Inspection

Does the property contain any of the following? Power and/or utility lines
Select as many as apply

Sellers and parcels

Seller name	Parcel address	PID	Acres (SF for easements)	Date for PA signed	Habitable structures?	MN House district	City	County	Met Council district	MPOSC	Latitude	Longitude
John Lehnert	17130 SALISBURY HILL RD BELLE PLAINE, MN 56011	020250020	85.0		No	22B	Belle Plaine	Scott		B	44° 33' 31.0284" N	93° 52' 26.6952" W
			85.00									

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
Purchase price				
Negotiated purchase price	\$1,040,000.00	\$468,000.00	\$312,000.00	\$260,000.00
Appraisal expenses				
Appraisal	\$5,000.00	\$2,250.00	\$1,500.00	\$1,250.00

Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$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
Holding expenses				
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Land stewardship	\$20,000.00	\$9,000.00	\$6,000.00	\$5,000.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$1,146.00	\$516.00	\$344.00	\$286.00
Legal services and closing costs	\$6,500.00	\$2,925.00	\$1,950.00	\$1,625.00
Property tax equivalency payment-473.341	\$0.00	\$0.00	\$0.00	\$0.00
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	\$3,380.00	\$1,521.00	\$1,014.00	\$845.00
Well disclosure statement	\$0.00	\$0.00	\$0.00	\$0.00
Other holding	\$0.00	\$0.00	\$0.00	\$0.00
Other expenses				
Other expenses	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$1,076,033.00	\$484,215.00	\$322,810.00	\$269,008.00

Total Estimated Acquisition Costs

Totals	Total acquisition cost	Total paid with state funds	Total paid with metro funds	Total paid by agency	Total grant amount
Total Estimated Acquisition Cost (calculated after costs above are entered)	\$1,076,033.00	\$484,215.00	\$322,810.00	\$269,008.00	\$807,025.00

Required Attachments - Acquisition

Attachment	Description	File Name	Type	File Size
SECTION 1 - All of the following are required to BEGIN review unless otherwise indicated				
1.0 Grant request letter (REQ'D)	Lehnert Grant Request Letter	Grant Request Letter.pdf	pdf	93 KB
2.0 Master plan documentation (REQ'D)	Blakeley Bluffs Regional Park Reserve Master Plan	Blakeley Bluffs (PDF).pdf	pdf	5.9 MB
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	Board Action	Executed_5.9 RBA Res_2024-285.pdf	pdf	1.0 MB
4.0 Signed purchase agreement/instrument (REQ'D)	Signed Purchase Agreement	Lehnert Signed Purchase Agreement.pdf	pdf	344 KB
5.1 Appraisal report (REQ'D)	Appraisal	Appraisal.pdf	pdf	8.4 MB
5.2 Appraisal review report (NOT req'd)				
5.3 Client's instructions to appraiser (REQ'D)				
5.4 Title documentation (Req'd before finalization)				
6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)	Phase 1 ESA	Lehnert Project Phase 1 Figures Full Report.pdf	pdf	14.5 MB
6.2 Phase II environmental assessment report (required if indicated in Phase I)				
7.0 Survey report (NOT req'd)	Survey and Legal Description	18412_s_base_Jack_Lehnert.pdf	pdf	462 KB

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	John A. Lehnert and Mary V. Lehnert
Location:	17130 Salisbury Hill Road Blakeley Township, Minnesota
Tax Identification Number:	Part of 02.025002.0
Date of Valuation:	September 20, 2024
Dates of Inspection:	September 20, 2024
Property Appraised:	Real Property (Land Only)
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	A-1, Agricultural Preservation
Guiding:	Park/Open Space
Property Description:	The subject consists of ± 85 acres of land, located along Salisbury Hill Road in Blakeley Township, Minnesota. More specifically, the subject is bifurcated by Salisbury Hill Road with ± 60 acres north and west of the road (West Parcel) and ± 25 acres south and east of the road (East Parcel). The subject is irregular in shape and includes a combination of level-to-gently sloping and open areas along with steeply sloping and heavily wooded areas. Additionally, based on information provided by Surety online mapping service, ± 45 acres, or 52% of the subject is tillable with an average weighted crop productivity index (CPI) of ± 87.5. Access to both parcels is gained from Salisbury Hill Road.
Larger Property Description:	As previously discussed, the subject is part of Scott County tax parcel 02.025002.0. Based on the Parcel Sketch provided by the client, the larger property totals 128.56 acres of land. Furthermore, according to Scott County records, the larger property is improved with a two-story single-family residence built in 1919. The home contains 1,748 SF of total finished area, which includes five bedrooms, one full bathroom, a deck, two porches, a 528 SF detached garage, and several additional outbuildings.

Note: The improvements are entirely located on the portion of the larger property to be retained by the property owner. Therefore, the existing improvements are not valued in this report and no further analysis is required.

Highest and Best Use: Development of a single-family residence on each parcel and agricultural use of the tillable acreage

Final Conclusion: \$1,040,000

Allocated as follows:

West Parcel (± 60 acres)	\$ 690,000
East Parcel (± 25 acres)	\$ 350,000
Total	<u>\$1,040,000</u>



Request for Board Action

BOARD MEETING DATE:
11/5/2024

AGENDA ITEM NUMBER:
5.9

Department Information

ORIGINATING DIVISION/DEPARTMENT: Planning and Resource Management/Parks and Trails	
PRESENTER(S): Patty Freeman x8752	PROJECT: CTGBlakeRavines

Agenda Item Details

AGENDA ITEM TYPE: Consent	TIME REQUESTED: NA
ACTION REQUESTED: Adopt Resolution No. 2024-285; Authorizing Entering a Purchase Agreement for, and Acquisition of, Real Property for the Blakeley Bluffs Park Reserve, and a Grant Request to the Metropolitan Council for Acquisition Funding	
ORGANIZATIONAL VALUES: Stewardship: We will work proactively to make investments, guided by resident input, which will transform lives, communities, and government	
<p>BACKGROUND/JUSTIFICATION:</p> <p>The purpose of this agenda item is to adopt Resolution No. 2024-285; Authorizing Entering a Purchase Agreement for, and Acquisition of, Real Property for the Blakeley Bluffs Park Reserve, and a Grant Request to the Metropolitan Council for Acquisition Funding.</p> <p>The subject property is an approximately 85 acre portion of an 128-acre property at 17130 Salisbury Hill Road in Blakeley Township, also identified as PID 020250020. Acquisition of this property is consistent with the County approved <i>Blakeley Bluffs Acquisition Master Plan</i>. The property is the southernmost part of the future Park Reserve and includes approximately 45 tillable acres and 40 forested acres including native Red Oak - Sugar Maple - Basswood forest.</p> <p>The lands being acquired with this purchase offer a significant opportunity to convert croplands to forest, expanding the area of continuous forested habitat. It also presents an opportunity to restore or improve three forest wetlands. Restoration of these areas will provide buffering of the site's steep forested ravines and adjacent ephemeral stream that leads to the Minnesota River. The property will support access to and within the future park reserve. It can be accessed from the east by the upper section of Salisbury Hill Road. With the bifurcation of the property by Salisbury Hill Road, the property also may offer an opportunity to support future pedestrian circulation in the park reserve, in particular for hiking or mountain biking, between the bottom and top of the bluff.</p> <p>Scott County staff learned that a portion of this property was going to be listed on the open real estate market. Scott County commissioned an appraisal of the property by Patchin Messner Valuation Counselors on September 4, 2024. Over the past several weeks, 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 \$1,040,000 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.</p> <p>Approximately 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, boundary marking, survey, security/stewardship and taxes.</p>	

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:

No

FUNDING DESCRIPTION:

This project is not currently in the Parks 2024-2028 Capital Improvement Plan. Because closing is anticipated in early 2025, staff will be adding this project to the Parks 2025-2029 CIP, set for Board action in December. Estimated project costs include purchase price, appraisal, survey, closing costs, and structure demolition for an estimated total cost of \$1,083,033.

The grant request of the Metropolitan Council will be an estimated amount of \$812,275. The County's share will be approximately \$270,758. The planned source of the County's match is the partnership fund balance held by Three Rivers Park District. This acquisition will not impact the County's levy.

ATTACHMENTS:

1.	Acquisition Map - Blakeley Bluffs Park Reserve
----	--

Action

ACTION TAKEN: APPROVED	MOTION/SECOND/VOTE: JU/TW/5 AYES	DEPUTY CLERK: <i>Michelle Hesse</i>
---	---	---

**BOARD OF COUNTY COMMISSIONERS
SCOTT COUNTY, MINNESOTA**

Date: November 5, 2024

Resolution No.: 2024-285

Motion by Commissioner: Jon Ulrich

Seconded by Commissioner: Tom Wolf

RESOLUTION NO. 2024-285; AUTHORIZING ENTERING A PURCHASE AGREEMENT FOR, AND ACQUISITION OF, REAL PROPERTY FOR THE BLAKELEY BLUFFS PARK RESERVE, AND A GRANT REQUEST TO THE METROPOLITAN COUNCIL FOR ACQUISITION FUNDING

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, the property owner, has agreed to a purchase price of \$1,040,000, for approximately 85 acres of land within the approved Blakeley Bluffs Park Reserve; and

WHEREAS, the acquisition project is not included in the Parks Improvement Program and a budget amendment is needed in the amount of \$1,083,033 for the estimated costs, including purchase price, closing costs, demolition of structures, survey, 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 the acquisition of an 85 acre portion of PID 020250020, 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.

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 \$270,758.

BE IT FURTHER RESOLVED, that if awarded the grant funds, staff is authorized to accept the funds and finalize acquisition of the property, including placing restrictive covenants on the property.

BE IT FINALLY 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.

VOTE RESULTS:

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

No: None

Absent:

Abstain: None

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 November 5, 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 November 5, 2024.

County Administrator

Administrator's Designee

REAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT, made as of this 5th day of October, 2024 by and between John A. Lehnert, a single person, (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 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 situated in Scott County, State of Minnesota, more particularly described in Section 1 of this Agreement below; and

WHEREAS, Seller is represented by Yvonne Perkins of Edina Realty; and

WHEREAS, Buyer is representing themselves; 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:

Lot 2 Auditor's Subdivision #17, Scott County, Minnesota

(PIN 020250020)

which it is attempting to survey and desires to sell a portion of the real property without improvements located thereon.

2. Seller undertakes and agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms, covenants and conditions set forth below, real property situated in Scott County, State of Minnesota described, as follows:

[Insert Leal Description of Subdivision of Land when known]

That Part of Lot 2 Auditor's Subdivision #17, Scott County, Minnesota lying south of a described division line. 85 acres MOL. 85 acres of PIN (020250020)

(hereinafter referred to as the "Property").

3. Purchase Price. The total purchase price for the Property shall be One Million Forty Thousand and No/100 (\$1,040,000.00) 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. One Million Thirty Thousand and No/100 (\$1,030,000.00) 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.

4. Contingency: The obligation of Buyer to purchase the Property and of Seller to convey and transfer the Property is contingent upon the following:

- 1) The purchase of the Property by Buyer is contingent upon approval of the purchase of the Property by the Scott County Board of Commissioners by adopting a resolution at a regular scheduled board meeting;
- 2) The purchase of the Property by Buyer is contingent upon the Buyer obtaining financing from the Metropolitan Council in the form of an Acquisition Opportunity Grant;

The Parties agree that the above contingencies shall continue in full force and effect until 4:00 PM on March 31, 2025. In the event that Buyer does not receive Board of Commissioners approval or that Buyer does not obtain the financing both as outlined hereinabove and Buyer notifies Seller of this fact in writing within the term of this contingency, this Agreement shall become null and void and Seller shall refund the deposit of Earnest Money, less \$5,388.00 used to prepare the boundary survey, promptly to Buyer.

5. 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 2 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.
6. 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 JAL Seller Initials
 City Sewer: Yes No JKL Seller Initials
 Private well: Yes No JAL Seller Initials
 Subsurface Sewage Treatment System: Yes No JAL 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 <https://mn.gov/doc>.

7. Subdivision of Land:

- a. Seller shall engage a licensed surveyor to prepare a boundary survey and legal description of the subdivision of land at Seller's expense. The subdivision descriptions shall comport to the description set out in section 1 herein, provided however that if there are slight variations, the official survey set out herein will control and will be the description used for closing and final deed description purposes. Seller warrants that the legal description shall be approved and accepted for filing of record by the Office of County Recorder in and for Scott County, Minnesota. Seller warrants that all buildings are entirely outside the boundary lines of the Property. Seller warrants that the Property has the right of access to a public roadway.

- b. In the event that Seller cannot obtain all applicable government approvals for subdivision of land, this Agreement shall be null and void and Seller shall return earnest money deposits to Buyer except \$5,388.00 used to prepare the boundary survey. The Parties also acknowledge in such event, Buyer is interested in purchasing the entire property and Sellers will negotiate with Buyer and grant Buyer a right of first refusal if they decide to undertake selling the entire property.
8. 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.
9. 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.

10. Deed Tax and Filing Fees. Seller 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

11. Property Taxes. Seller warrants that it has paid all prior years' property taxes and assessments. Property taxes payable in and for the calendar year of Closing Date will be prorated between Seller and Buyer to the Date of Closing for this transaction. 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.
12. 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, a date and time as mutually agreeable between the parties hereto with the Closing Agent designated as Carver County Abstract and Title, Inc. with offices in Chaska, Minnesota.
13. Possession. Seller shall deliver possession of the Property and shall vacate the Property immediately upon Closing.
14. Personal Property. Seller shall remove from the Property any and all personal property not included in the sale, materials, debris, rubbish, deer stands and/or other items prior to vacating the Property, subject to the satisfaction of the Buyer.
15. 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.
16. Time of Essence. Time is of the essence in this Purchase Agreement.
17. 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. Anyone who enters the property on behalf of the buyer shall have proper insurance and the seller shall be held harmless of liability.

18. 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: John A. Lehnert
 17130 Salisbury Hill Road
 Belle Plaine, MN 56011

Broke: Yvonne Perkins
 Edina Realty
 700 Seville Drive S. 203
 Jordan, MN 55352

To Buyer: Scott County
 Attn: Jody Hassel
 200 Fourth Ave W
 Shakopee, MN 55379

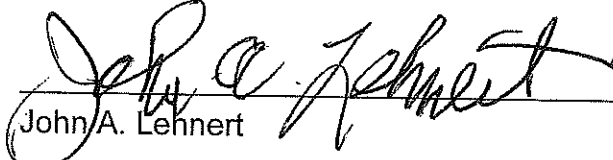
The foregoing addresses may be changed by written notice given as provided in this Section.

19. First Right of Refusal. Seller agrees to give Scott County MN the first right of refusal to purchase the adjoining 43.54 +/- (legal description) acres until January 1, 2030. First right of refusal shall be delivered to Scott County Administrator by certified mail. Scott County shall have 30 days from the receipt of the notification to deliver an acceptable signed purchase agreement to seller or sellers agent or first right of refusal is considered waived.
20. 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.
21. 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.

- 22. Binding Nature of Agreement. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.
- 23. 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.
- 24. Headings. The headings of the sections in this Agreement are for convenience only and do not construe or limit the contents of such section.
- 25. 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.
- 26. 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 forty-five (45) days of Sellers execution and delivery to Buyer.
- 27. Buyer accepts property "As is"

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

Dated: 11-4-24, 2024.


John A. Lehnert

Dated: _____, 2024.

COUNTY OF SCOTT

Dated: November 5, 2024, ~~2019~~

By: Barb Weckman Brekke

Barb Weckman Brekke

Its: Board Chair, Board of Commissioners

Dated: Nov. 5, 2024, ~~2019~~

By: [Signature]
Lezlie A. Vermillion

Its: Administrator

I approve this instrument as to form: [Signature] 11/7/24
Jeanne Andersen, Asst. County Attorney Date

This instrument was drafted by Scott County, 200 FOURTH AVE W SHAKOPEE, MN 55379