

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: July 7, 2025

For the Metropolitan Council: July 23, 2025

Business Item: 2025-162

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

District(s), Member(s): District B, Robert Moeller

District 4, Deb Barber

Policy/Legal Reference: Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; 2050 *Regional Parks and Trails Policy Plan*, Section 3, Natural Systems Policy Action 1: Locate and acquire land; Section 5, Planning Policy Action 1: Long-range plan requirements; Section 8, Finance Policy Action 3: Park Acquisition Opportunity Fund; FM 15-2 Grant/Loan Approval Policy, FM 14-2 Expenditures for the Procurement of Goods and Services Policy.

Staff Prepared/Presented: Jessica Lee, Planning Analyst, 651-602-1621

Division/Department: Community Development / Regional Planning

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$1,462,502 from the Park Acquisition Opportunity Fund to Scott County to acquire approximately 123 acres located at 17525 263rd St. W. 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 May 21, 2025, to fund the acquisition of approximately 123 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 62 acres of mature forest, including 8 acres of oak forest and 40 acres of

maple basswood forest, both of which are Minnesota Native Plant Communities in the Natural Heritage Database. The property also contains 10 acres of lowland forest, and about 48 acres of cultivated land that will be restored to native cover. The property contains two large pole sheds and a garage/office that will be maintained and used for storage and operations, as well as a small shed and barn that will be removed (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 \$1,700,000. The Seller agreed to a purchase price of \$2,000,000. The PAOF program will fund up to 110% of the appraised amount, or \$1,870,000. Scott County will pay the remaining 8%. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, environmental assessments, stewardship, taxes, and appraisal is \$1,950,003 as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$1,870,000
Appraisal, legal fees, taxes, closing costs	\$22,003
Land stewardship	\$58,000
Total Costs	\$1,950,003
Grant structure	
Grant amount	\$1,462,502
Local match	\$487,501

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 *2050 Regional Parks and Trails Policy Plan*
 - Planning Policy Action 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.
 - Natural Systems and Policy Action 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 62 acres of mature forested land and 10 acres of lowland forest with high-quality natural resources and 48 acres of cultivated land that will be restored to its natural state.

- Finance Action 3 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.

Imagine Lens Analysis

On February 12, 2025, the Council adopted Imagine 2050, which builds on the policy direction established in Thrive MSP 2040. Under the Imagine lens, this request is consistent with the Regional Core Value of Stewardship. The Council's investment in the Blakeley Bluffs Park Reserve will provide access to nature and the outdoors and enhance quality of life in the region, which is consistent with several of our Regional Goals including "Our communities are healthy and safe" and "We protect and restore natural systems".

Funding

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 \$487,501.

Exhibit List

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



Exhibit 1 – Images

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

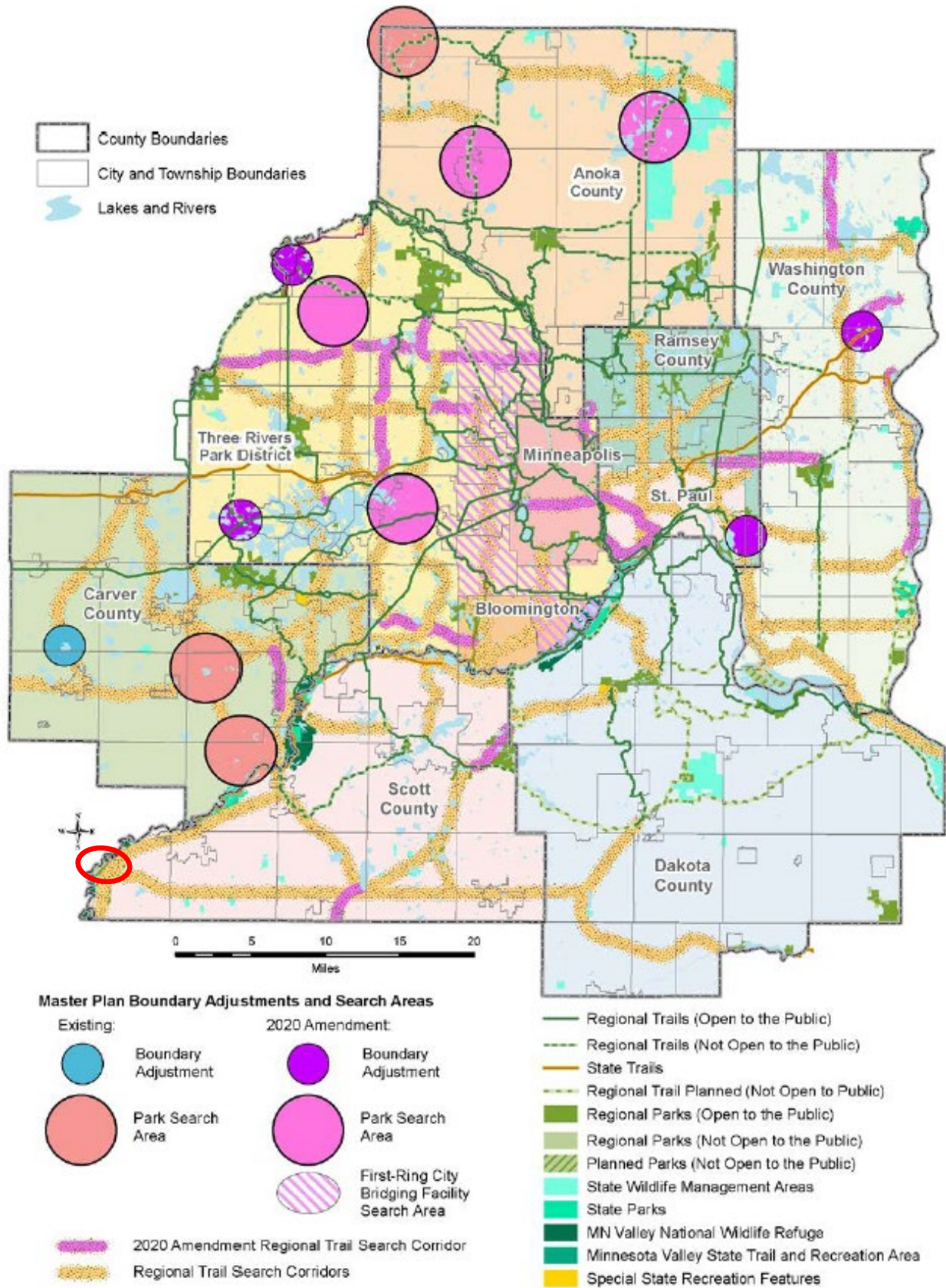


Figure 2. Map of Scott County and the Regional Parks System showing the location of Blakeley Bluffs Park Reserve (circled in red) and nearby park and natural areas.

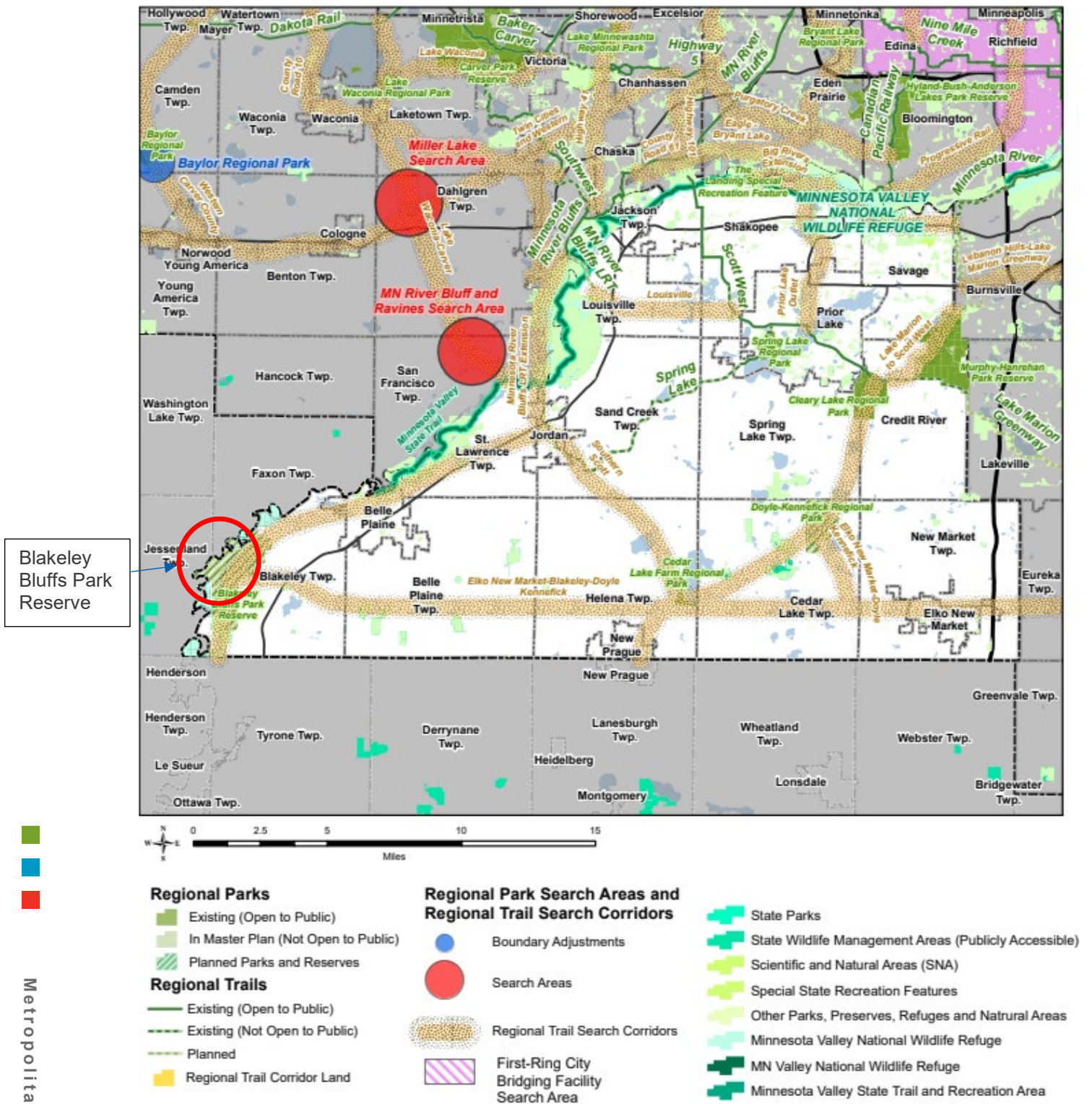
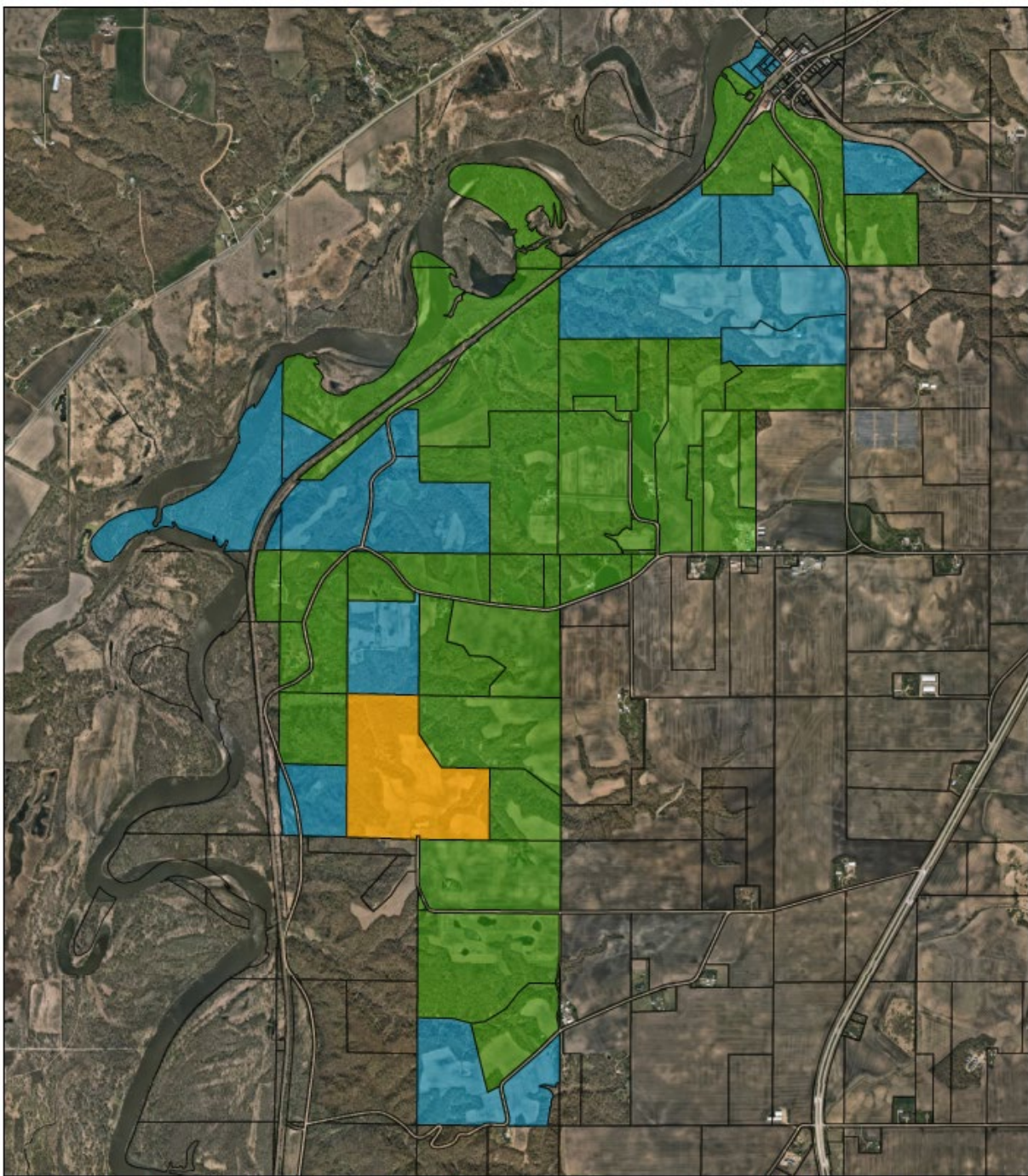


Figure 3. Map of Blakeley Bluffs Park Reserve showing the park boundary and the subject property in yellow.



Scott County Planning and Resource Management
Parks and Trail Department
5/6/2025



Acquired Park Land
Potential Acquisition
Planned Park Boundary -
Blakeley Bluffs Park Reserve



0 500 1,000 2,000 3,000 4,000
Feet



Figure 4. Aerial image of the subject property.



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. Scott County is not responsible for any misuse.

The logo for Scott County, featuring the word "Scott" in a stylized blue font with a yellow sunburst graphic above the letter 't'.
Date: 3/5/2025

1:4,514
0 67.5 175 350 525 700 Feet



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

May 21, 2025

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

Subject: Acquisition Opportunity Grant Request for Riesgraf-Koller Farm 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 considered at the June or July 2025, MPOSC meeting.

Acquisition Grant Request

The property is an approximately 123-acre parcel located at 17525 263rd Street West in Blakeley Township (Scott County tax parcel 029190090). Acquisition of this property is consistent with the Blakeley Bluffs Acquisition Master Plan. Scott County is requesting the Metropolitan Council's consideration of an acquisition opportunity grant in the amount of \$1,462,502.06 that would fund 75% of eligible acquisition and associated costs with a 25% local match of \$487,500.69. In addition to the grant match, Scott County is funding all acquisition costs above 110% of appraised value which account for an additional \$130,422.50. The total estimated acquisition costs are \$2,080,425.25. The total estimated acquisition costs based on 110% of appraised value are \$1,950,002.75.

The land is characterized by forested ravines and rolling bluff top acres that are mostly cultivated. The property contains approximately 62 acres of mature forest, including 8 acres of oak forest, 40 acres maple basswood forest, and 10 acres lowland forest. The oak forest and a portion of the maple basswood forest are of high enough quality to be noted as native plant community in the Natural Heritage Database. About 48 acres of the property are currently cultivated and these acres will be enrolled in the County's crop to natural lands restoration program to be restored to native cover.

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

Instructi ns

Print to PDF will convert the application plus any PDF attachments into a single PDF file. **Release for Review** will change the status of the application to Under Review and move it on to the evaluation process. **Negotiation** will allow you to unlock one or more sections of the application and route the application back to the applicant for further editing. **Annotations** allow internal staff to add notes that are visible to internal staff only and possibly also reviewers if they have a special security privilege. The applicant cannot see these notes. **Versions** will display all component versions that were created as a result of the negotiation process. **Feedback** allows staff to enter feedback about the application to the applicant. The feedback text will appear at the bottom of the application and will be visible to anyone who has access to the application. **Withdraw** changes the status of the application to Withdrawn and removes the app from the evaluation process.

A licati n DetailsMa | Print t PDF | Release f r Review | Ne tiati n | Ann tati ns(0) | Versi ns | Feedback | Withdraw

v

23171 - FY2026 Park Acquisition Opportunity Fund Program - Final Application

24695 - Blakeley Bluffs Acquisition - Valley View (Riesgraf)

Parks Grants Acquisition

Status: vSubmitted vSubmitted Date: 05/20/2025 1:49 PMSubmitted By: Patricia Freeman

Applicant Information

Primary Contact:

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

Name:* vPatricia vPronouns vFirst Name vMiddle Name vLast Name vFreeman

Title:* vGeneral Manager Scott County Regional Parks

De artment: vPhysical Development - Parks

Email:* vfreeman@c .sc tt.mn.us

Address:* v200 Fourth Avenue West

* vShakopee vMinnesota v55379CityState/Province vPostal Code/Zip

Ph ne:* v952-496-8752 vExt. vPhone

Fax:

What Grant Pr rams are y u most vParks e legacy Fund vinterested in?*

rgani ation nformation

Name:* vSC T T C U N T Y

Jurisdicti nal A ency (if different):

anizati n Ty e:County Government

anizati n Website:

Address:* v200 4TH AVE W

* vSHAK PEE vMinnesota v55379CityState/Province vPostal Code/Zip

C unty:* vScott v

Phone:* r9 9 83 1 rExt.

Fax: r

PeopleSoft Vendo Numbe r00000A 3

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.

Pa k o t ail nameBlakeley 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. r

Is the p oject consistent with a Council- app oved maste plan?Yes

If yes, name of maste plan and date of Council app oval rBlakeley Bluffs r1 /13/ 011

Name of master planCouncil approval date - Format: mmddyyyy (Do not enter any punctuation.)

If no, has a maste plan amendment been submitted to the Council fo eview and app oval?

Acquisition method

Acquisition method rFee title

If the acquisition method is anything othe than outline, p ovide mo e 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? rNo

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 you intention to use eminent domain?

Date the petition was filed. r

Settlement date r

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 po tion of the p ope ty r cu ently in the public domain?No

If yes, desc ibe/name the entity and the po tion of the p ope ty it owns, as well as why this public-to-public t ansfe is necessa y.

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 r08/ 8/ 0

Format: mmddyyyy (Do not enter any punctuation.) r

Type of ag eement rPurchase Agreement

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

Date ag eement expi es r

Format: mmddyyyy (Do not enter any punctuation.) r

Relocation costs r

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 equested g ant amount include elocation costs? rNo r

Appraisal

The appraiser is I must verify the effectiveness of the information provided to the appraiser. The appraiser is I must list the Metro Council's intended use, and the appraiser must include "no negotiation and no reimbursement."

Appraisal effective date 03/12/2025

Appraised value \$1,700,000.00

Amount being offered the seller (net of closing and other costs) \$2,000,000.00 17.65%
% 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 Division

Survey

Was a survey done? No

Quality of natural resources - is the property...

...undeveloped? Fully
...wooded? Fully
...shoreline? Fully

Describe the existing natural resources it contains

The property is characterized by forested ravines and rolling bluff top terrain. The property contains approximately 62 acres of mature forest, including 8 acres of oak forest, 40 acres maple basswood forest, and 10 acres lowland forest. The oak forest and a portion of the maple basswood forest are of high enough quality to be noted as native plant community in the Natural Heritage Database. About 48 acres are currently cultivated, and the remaining land cover is made up of yard, buildings, etc.

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 rule 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's costs 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 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)? The property contains three pole sheds (720 SF, 5184 SF, and 5,670 SF), a garage/office space (2,432 SF), and a barn (1,620 SF). The plan is to demo the barn and smallest shed. The garage/office space is a former rambler that was converted to a small office building. It and the large pole barns will be used for storage and operations use.

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?

ENRIF?ing?

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

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

Stewardship and minimal access??

?

Describe the stewardship plan.?

Upon acquisition of the property, stewardship activities will include boundary marking and enforcement, property monitoring and ordinance enforcement, and noxious and invasive weed management. Cultivated acres will be entered into the county's cropland to natural cover program. ?

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 (for eligible costs) 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, Woods Select as many as apply

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

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

Specialty

Does the property contain any of the following? Wells, Septic Select as many as apply

?

Sellers and parcels

Parcel name	Parcel address	PID	Address (Forsyth)	Parcel ID	Parcel structure	MN House	County	Metes and bounds	MPO	SC	Latitude	Longitude
Kriegel-Keller Farm, LLC	17525 263rd St W, Belle Plaine MN 56011	029190090	123.0	123.00	Yes	22B	Blakely Township	Scott	4	B	44° 34' 21.2196"N	93° 52' 46.758"W
			123.00									

Local match

Local match
Scott County levy

Grant agreement signatories

Full name	Title	Is this an attorney, or is this a signatory for a firm only?
Dave Bader	County Board Chair	
Lezlie A. Vermillion	County Administrator	
Jeanne Andersen	Assistant County Attorney	Yes

Acquisition Costs

Cost Item	Amount	State	Metro	Match
Purchase price				
Negotiated purchase price	\$1,870,000.00	\$841,500.00	\$561,000.00	\$467,500.00
Appraisal expenses				
Appraisal	\$6,000.00	\$2,700.00	\$1,800.00	\$1,500.00
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	\$58,000.00	\$26,100.00	\$17,400.00	\$14,500.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$4,727.00	\$2,127.00	\$1,418.00	\$1,182.00
Legal services and closing costs	\$3,000.00	\$1,350.00	\$900.00	\$750.00
Property tax equivalency payment-473.341	\$2,191.00	\$986.00	\$657.00	\$548.00
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	\$6,078.00	\$2,735.00	\$1,824.00	\$1,519.00
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	\$1,950,003.00	\$877,501.00	\$585,001.00	\$487,501.00

Total Estimate 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)	\$1,950,003.00	\$877,501.00	\$585,001.00	\$487,501.00	\$1,462,502.00

Exhibit 4: Appraisal excerpt

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	Riesgraf-Koller Farm, LLC
Location:	17525 263rd Street West Blakeley Township, Minnesota
Tax Identification Number:	02.919009.0
Date of Valuation:	March 12, 2025
Dates of Inspection:	December 10, 2024, and October 6, 2021
Property Appraised:	Real Property (Land and Buildings)
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	A-1, Agricultural Preservation Bluff Overlay District Shoreland Overlay District <u>Note:</u> The subject is eligible for rezoning to A-3, Agricultural Preservation Density District.
Guiding:	Park/Open Space
Property Description:	The subject consists of a ± 123.00 -acre parcel, located at the northwestern terminus of 263rd Street West at 17525 263rd Street West in Blakeley Township, MN. The site is effectively L-shaped, and the western, northern, and eastern portions of the tract are steeply sloping and heavily wooded. Furthermore, a ravine runs through and along the north property boundary. Conversely, the southern and 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 south boundary. Furthermore, 49.03 acres, or $\pm 39.86\%$ of the subject is tillable, with a weighted average crop productivity index (CPI) of ± 81 .
Description of Improvements:	The Assessor describes the property as being improved with a rambler-style residence built in 1985, with approximately 1,246 SF of total finished area and a four-stall attached garage. However, the property is being used as an office and shop/garage, and is improved as such. There are a total of three offices and two-half bathrooms. In addition to the office, the tract is improved with a $\pm 5,184$ SF Morton pole shed; a $\pm 5,670$ SF Morton pole shed; a ± 720 SF pole shed, and a $\pm 1,620$ SF barn.

Note: The description of the improvements is based on Scott County records, and an interior/exterior inspection of the improvements.

Highest and Best Use:

As Vacant: Development of up to three single-family lots with agricultural use, subject to rezoning and extension of the township road

As Improved: Continued use as improved, with subdivision of excess land for up to two additional lots, subject to rezoning and extension of the township road, along with agricultural use of the tillable acreage.

Final Conclusion: **\$1,700,000**

Allocated as follows:

As-Is Land	\$1,270,000
Improvements	\$ 430,000
Total	<u>\$1,700,000</u>

Exhibit 5: Board approval

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

Date: May 20, 2025

Resolution No.: 2025-139

Motion by Commissioner: Jody Brennan

Seconded by Commissioner: Tom Wolf

RESOLUTION NO. 2025-139; AUTHORIZING ENTERING INTO A PURCHASE AGREEMENT FOR, AND ACQUISITION OF, REAL PROPERTY FOR THE BLAKELEY BLUFFS PARK RESERVE; APPLYING FOR A GRANT FOR ACQUISITION FUNDING, AND IF APPROVED, ENTERING INTO A GRANT AGREEMENT WITH THE METROPOLITAN COUNCIL; AND A BUDGET AMENDMENT

WHEREAS, Scott County is interested in acquiring land for the Blakeley Bluffs Park Reserve consistent with the Blakeley Bluffs Park Reserve Master Plan; and

WHEREAS, the property owner of an approximately 123-acre parcel located at 17525 263rd Street West in Blakeley Township, also identified as PID 029190090 and falling within the planned boundary of the park reserve, has agreed to a purchase price of \$2,000,000; and

WHEREAS, the Metropolitan Council's Acquisition Opportunity Fund (PAOF) Grant Program funds 75% of eligible regional park acquisition costs, and requires a minimum of 25% local match; and

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

WHEREAS, the acquisition project is included in the Parks Improvement Program in the amount of \$1,575,000; and

WHEREAS, the updated estimated project cost is \$2,080,425.25 including purchase price, appraisal, survey, title insurance, closing costs, structure demolition, basic site security, and more, \$505,425.25 more than the approved project.

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 into a purchase agreement for the acquisition of an approximately 123-acre parcel, PID 029190090, contingent upon the County securing grant funding for up to 75% of eligible expenses.

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 are hereby authorized to submit a grant request for park land acquisition funding to the Metropolitan Council.

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

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 Board of Commissioners hereby authorizes a budget amendment to the Parks Improvement Program for the Blakeley Acquisition - Valley View project.

VOTE RESULTS:

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

No: None

Absent:

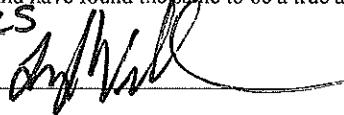
Abstain: None

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 May 20, 2025 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 May 20, 2025



County Administrator

Administrator's Designee

Exhibit 6: Purchase agreement

REAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT, made as of this 12th day of MAY, 2025 by and between Riesgraf-Koller Farm, LLC, (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 and Buyer are willing and voluntary parties to this Agreement under the terms and conditions and for the consideration set forth below.

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:

The East half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter and a three cornered piece of land situated in the Northwest Quarter of the Southeast Quarter of Section 19, Township 113 North, of Range 25 West, more particularly described as follows:

Commencing at the Southwest corner of the above mentioned 40 acres, and running from thence due North on the Quarter line 40 rods to a stake, from thence in a southerly and easterly direction , on the level land on the top of the ravine, 55 rods, more or less, to the South line of the said 40 acres, from thence due West along the said South line 25 rods to the place of beginning. All of the described land above lying and being in Section 19, Township 113, Range 25, Scott County, Minnesota.

(PIN 029190090)

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 Two Million and No/100 (\$2,000,000.00) Dollars (the "Purchase Price"), to be paid as follows:
 - a. Earnest Money: Ten Thousand and no/100 Dollars (\$10,000.00) Dollars to be paid by check with delivery of a fully-executed counterpart of this Agreement.
 - b. One Million Nine Hundred Ninety Thousand and No/100 (\$1,990,000.00) 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.
3. 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 August 29, 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 promptly to Buyer.

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, which Seller shall promptly return the earnest money to Buyer; or
 - (ii). Waive the failure of satisfactory title to the Property and proceed to Closing in accordance with the terms of this Agreement; or
4. 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 and known farming lease for the 2025 growing season. 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 CB Seller Initials

City Sewer: ☐ Yes ☒ No CB Seller Initials

Private well: ☒ Yes ☐ No CB Seller Initials

Subsurface Sewage Treatment System: ☐ Yes ☐ No _____
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/>.
5. 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.
6. 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.

7. 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
8. 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.
9. Place and Time of Closing. In the event that Seller can deliver good and marketable title, this transaction shall be closed at a Closing no earlier than July 30th and no later than December 30, 2025 with the Closing Agent designated as Carver County Abstract and Title, Inc. with offices in Chaska, Minnesota. Seller and Buyer shall each pay 50% closing and title fees charged by Closing Agent.
10. Possession. Seller shall deliver possession of the Property and shall vacate the Property immediately upon Closing unless Seller and Buyer have entered into an Addendum to this Agreement entitled "Seller Rent Back Agreement".
11. Personal Property. Seller shall remove from the Property any and all personnel 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 buildings in a "Broom Clean" condition.
12. Future Park Plaque and Naming ideas. Buyer shall commit to placing a plaque in the future Blakeley Bluffs Park in the area of formerly Riesgraf owned property to commemorate the time the Riesgraf Family owned and lived on the property. The plaque shall say:_____.

The Buyer requests other name ideas for possible use around the future park to be submitted separately.

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, unless such fee(s) incurred by Seller is eligible for reimbursement under applicable laws and regulations for an involuntary acquisition under the rights of eminent domain.
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: Riesgraf-Koller Farm LLC
 Attn: Carrie Bruder
 PO Box 402
 New Prague, MN 6071

To Buyer: Scott County Transportation Services Division
 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.

17. 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.
18. Binding Nature of Agreement. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

19. 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.
20. Headings. The headings of the sections in this Agreement are for convenience only and do not construe or limit the contents of such section.
21. 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.
22. 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 by its acceptance in writing within forty-five (45) 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.

RIESGRAF-KOLLER FARM LLC

Dated: MAY 12th, 2025.

By: Carrie Bruder
Carrie Bruder

Its: Riesgraf/Koller LLC Max
EJ CHILDREN'S TRUST - Trustee

Dated: _____, 2025.

By: _____

Its: _____

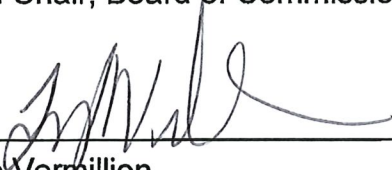
COUNTY OF SCOTT

Dated: May 20, 2025

By: 
Dave Beer

Its: Board Chair, Board of Commissioners

Dated: May 20, 2025

By: 
Lezlie Vermillion

Its: Administrator

I approve this instrument as to form:


Jeanne Andersen, Asst. County Attorney Date

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