

**OPTION AGREEMENT FOR ACQUISITION OF FEE INTEREST OF PROPERTY
SUBJECT TO
PERMANENT NATURAL AREA CONSERVATION EASEMENTS I and II**

Tracts No. 325 and No. 401

This option to purchase agreement (hereinafter referred to as the "Agreement"), made and entered into on the 9th day of MAY 2017 (hereinafter referred to as the "Effective Date"), by and between Vance B. Grannis, Jr., and Darlene R. Grannis, husband and wife, having an address at 9249 Barnes Avenue East, Inver Grove Heights, MN 55077 (hereinafter referred to as "Optioner"), and the COUNTY OF DAKOTA, a political subdivision of the State of Minnesota, (hereinafter referred to as the "Optionee"), (and hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, Optioner is the owner of certain real property (hereinafter referred to as the "Total Property"), legally described in the attached **Exhibit A**, and generally depicted in the attached **Exhibit A-1**, situated in Dakota County, Minnesota; and

WHEREAS, David L. Grannis III (AKA David L. Grannis) and Joyce Grannis, husband and wife, (hereinafter referred to as "Grannis") and Susan O'Brien, a single person, (hereinafter referred to as "O'Brien"), formerly owned an undivided interest in a portion of the property described in Exhibit A, which interest they conveyed to Optioner, subject to Conservation Easements I and II, with the approval of Optionee pursuant to Paragraph 7.6 of the Conservation Easement I and II; and

WHEREAS, for almost 100 years Optioner's great grandfather, grandparents, parents, and Optioner have protected and managed the open space and wildlife habitat on the Total Property; and

WHEREAS, Optioner and Optionee desire to permanently protect and manage the natural habitat on the Total Property for the benefit of future generations by means of a previously acquired 16.8-acre permanent natural area conservation easement (hereinafter referred to as "Easement I") legally described in the attached **Exhibit B** and by means of a newly acquired 108.7-acre permanent natural area conservation easement (hereinafter referred to as "Easement II"), legally described in the attached **Exhibit C**, with access easements legally described in the attached **Exhibit C-1**, generally depicted as **Exhibit C-2**, and the combined Easement I and Easement II legally described in the attached **Exhibit D**; and generally depicted in the attached **Exhibit D-1**; and

WHEREAS, Optionee desires to have the opportunity to also acquire fee interest to that portion of the Total Property subject to Easement I and Easement II, an additional 1.6 acres of road right-of-way excepted from Easement II; and excluding a 1.3-acre addition to the Homestead Property encumbered by Easement II, the area of which is legally described in **Exhibit E** generally depicted on the attached **Exhibit E-1** (hereinafter collectively referred to as the "Protected Property"); and

WHEREAS, Optionee also desires the right to acquire Optioner's expanded Homestead Property adjacent to and including a portion of the Protected Property, legally described in the attached **Exhibit F** and generally depicted on the attached **Exhibit F-1** (hereinafter referred to as the "Homestead Property"); and

WHEREAS, the Parties mutually desire that the goals established by Optioner for the Darvan Acres Outdoor Skills and Environmental Education Center (hereinafter referred to as the "Education Center") on the Total Property eventually come to fruition, as described and attached as **Exhibit G**; and

WHEREAS, Optioner, in order to induce Optionee to acquire Easement II, is willing to grant Optionee an option to acquire the fee interest of the Protected Property subject to Easements I and II and an Operating Agreement (except for the 1.3-acre area adjacent to the Homestead identified as part of a future parcel split, and as depicted on the attached **Exhibit D-1**), in consideration of the mutual covenants contained in this Agreement; and

WHEREAS, Optioner operates an education center on the Protected Property through the 501c3 non-profit Darvan Acres Outdoor Skills and Environmental Education Center (hereinafter referred to as the "Education Center"); and

WHEREAS, Optionee and the Education Center have entered into an operating agreement describing the respective roles and responsibilities of the Education Center and the Optionee to ensure protection of the conservation values of the Protected Property, while promoting the use of the Protected Property for wildlife habitat, environmental and outdoor education, wildlife rehabilitation, and open space purposes (hereinafter referred to as the "Operating Agreement"); and **WHEREAS**, Grannis and O'Brien have conveyed to Optioner their fee interest in the Total Property, subject to the Conservation Easements acquired by Optionee, for \$16,000; and

WHEREAS, Optioner desires that some entity or entities continue operating the Education Center on the Protected Property for the benefit of future generations; and

WHEREAS, Optionee does not currently have statutory authority to own property for the conservation purposes required by the Conservation Easements and Optionee has not yet determined how it would manage the Protected Property subject to the Conservation Easements and the costs associated therewith; and

WHEREAS, although Paragraph 7.4 of Easement II contemplates that Optionee may own the separate estates of Easement II and the fee interest, they must be managed as separate estates; and

WHEREAS, state Outdoor Heritage funds used to substantially acquire Easement II by the Optionee are not intended to be used for, and do not permit, conversion of the Protected Property to a park; and

WHEREAS, Optionee contemplates seeking special legislation to give it authority to own property for the conservation purposes required by the Conservation Easements; and

WHEREAS, Optioner, in order to induce Optionee to acquire Easement II, is willing to grant Optionee an option to acquire the Homestead Property on the terms set forth in Article II of this Agreement, if Optionee obtains statutory authority to own property for conservation purposes; and

WHEREAS, Optionee desires to have the flexibility to attempt to obtain legislation authorizing Optionee to own property primarily for conservation purposes and to decide how it would use the fee interest in the Protected Property after acquiring the fee interest in Easement II prior to exercising this Agreement; and

WHEREAS, Optioner is willing to enter into this Agreement to allow Optionee the flexibility and time it desires to make decisions and permit the closing relating to Easement II to proceed in time for Optionee to receive state Outdoor Heritage funding; and

WHEREAS, Optioner is willing to grant Optionee an option to acquire fee interest of the Homestead Property, subject to the terms of this Agreement during the period Optionee is determining what it will do regarding ownership of the Protected Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements stated in this document, it is agreed by and between Optioner and Optionee as follows:

AGREEMENT

Article I: Option for Fee Title Acquisition of Protected Property

1. DEFINITIONS. As used in this Agreement, the following terms shall have the meaning provided herein:

- A. "Agreement" shall mean this option agreement for the option to acquire the fee interest in the Protected Property subject to the Conservation Easements between Optioner and Optionee as of the Effective Date and to acquire the Homestead Property.

- B. "Closing" shall mean the process by which Optionee, Optioner and Title Company execute all necessary documents for Optioner to sell and Optionee to acquire Easement II, together with any other documents contemplated by this Agreement.
- C. "Closing Date" shall mean on or before May 15, 2017.
- D. "Conservation Easements" shall collectively mean Easement I and Easement II.
- E. "Easement I" shall mean the 16.8-acre natural area conservation easement acquired by Optionee from Optioners 1, 2 and 3 on June 29, 2011, legally described on the attached **Exhibit B** and generally depicted on the attached **Exhibit C-3**.
- F. "Easement II" shall mean the instrument encumbering a 108.7-acre portion of the Total Property, legally described in the attached **Exhibit C-2**, to preserve it in its present state for the conservation purpose of protection of a relatively natural habitat of fish, wildlife and plants, or similar ecosystem as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, or as that section may be amended from time to time, and in the regulations promulgated thereunder, acquired by Optionee from Optioners 1, 2 and 3 on or before May 15, 2017.
- G. "Easement Area" shall be that portion of the Total Property encumbered by the Conservation Easements.
- H. "Education Center" shall mean the Darvan Acres Outdoor Skills and Environmental Education Center.
- I. "Effective Date" shall mean the last date of execution by any of the Parties to this Agreement.
- J. "Fee Title Property" shall mean that portion of the Total Property to be conveyed to Optionee, pursuant to this Option Agreement, other than the Homestead Property.
- K. "Goals" shall mean the Education Center's goals set forth on the attached **Exhibit F**.
- L. "Homestead Property" shall mean that 8.5-acre portion of the Total Property legally described on the attached **Exhibit F** and generally depicted on the attached **Exhibit F-1** and partially encumbered by Easement II.
- M. "Natural Resource Management Plan" (NRMP) shall mean a written compilation of natural resource conditions and required and recommended natural resource management practices for the Protected Property to be implemented after the Closing date.
- N. "Optionee" shall be deemed to include its successors and assigns.
- O. "Optioner" shall be deemed to include their heirs, successors, and assigns.
- P. "Parties" shall mean Optionee and Optioner, as defined above, collectively.
- Q. "Protected Property" shall mean that portion of the Total Property encumbered by Conservation Easements I and II and legally defined on the attached **Exhibit D**.
- R. "Property Report" shall mean a written description of baseline conditions of the Easement Area as of the Closing Date.
- S. "Right-of-Way" shall mean the 0.6-acre area and the 1.-acre area adjacent to C.S.A.H 73 (Barnes Avenue) excluded from Easement II.
- T. "Title Company" shall mean DCA Title Company at 7373 147th St W, Suite 161, Apple Valley, Minnesota.
- U. "Total Property" shall mean that real property owned by the Optioner that includes the Protected Property, future ROW and the Homestead Property legally described on the attached **Exhibit A** and generally depicted on the attached **Exhibit A-1**.
- V. Terms not otherwise defined herein shall mean the same as defined in Easement II.

2. PARTY'S UNDERSTANDINGS AND AGREEMENTS.

- A. For and in consideration of the facts recited above, the mutual covenants, terms and conditions contained in this Agreement, and other valuable consideration, Optioner hereby grants and conveys unto Optionee, and its successors and assigns forever an option to acquire fee title to the Protected Property pursuant to the terms and conditions as set forth in the Agreement.
- B. Optionee and Optioner understand that Easement II contemplates in Paragraph 7.24 that Optionee may acquire fee interest to the Total Property protected by Easement II and requires that if that occurs, Easements I and II and the fee interest shall be managed as separate estates.
- C. Optionee and Optioner understand that Paragraphs 5.1 and 7.4, of Easement II, allow the Parties to assign or convey their respective interests to others.
- D. State Outdoor Heritage funds were used by Optionee to acquire Easement II and they are not intended to be used for, and do not permit conversion of the Protected Property to a park for traditional park-related recreational activities and also require that a restrictive covenant be recorded for the portion of the Total Property encumbered by Easement II.
- E. Optioner understands that Optionee does not currently have statutory authority to own property primarily for conservation purposes and has not determined whether it will engage others to manage the property in accordance with the terms of the Conservation Easements and the NRMP. For those reasons, the Parties have made this Agreement as flexible as possible to allow Optionee time to study the situation and arrive at a decision consistent with the conservation intent expressed in Paragraphs 1.4, 1.6 and other portions of Easement II, as well as the "Farmland and Natural Area Protection Plan" adopted by Optionee on January 29, 2002.
- F. At any time, if Optionee determines it does not want to exercise this option and so notifies Optioner, this option shall terminate. If Optionee exercises this option, it shall pay to Optioner, or their heirs, payment for the fair market value of any Habitat Maintenance Building located within the Protected Property, less the value of donated improvements made through dedicated funding provided by non-Optioner sources. If the Parties cannot agree on the fair market value, they shall use the same process for determining the value as is provided in Article II. Paragraph 3.c. below for the Homestead Property.
- G. During the term of the option, the Education Center will continue and expand the Education Center's "activities" on the Protected Property in cooperation with organizations such as Boy Scouts; University of Minnesota's, Minnesota Master Naturalist Program; Center for Global Environmental Education at Hamline University; Inver Grove Heights Community Schools; Minnesota DNR Project WET; Biology Department at Inver Hills Community College; Inner City Church Youth Groups sponsored by Minnesota Quail Forever and Pheasants Forever; Bluebird Recovery Program of Minnesota, Audubon; Wildlife Rehabilitation Center; Dodge and Carpenter Nature Centers; Beez Kneez; the National Wild Turkey Association; and other groups and organizations with programs consistent with the Conservation Easements and Goals of the Education Center.

3. TERM OF AND EXERCISE OF OPTION. This Option shall terminate if not exercised prior to August 1, 2030. The Optioner shall not be paid any monetary consideration upon the exercise of the option. In order to exercise this Agreement for the fee interest, Optionee must give Optioner a minimum of 180 days written notice prior to the proposed closing date. Optionee may not exercise the option prior to obtaining statutory authority to own property for conservation purposes, as set forth in the Conservation Easement or obtaining a legal opinion from the County Attorney's Office that Optionee has authority to own fee title to the property for such conservation purposes without obtaining additional statutory authority.

Optionee may not exercise the option prior to August 1, 2024, unless, prior to that date, the Education Center has:

- A. Filed for bankruptcy

- B. Been dissolved
- C. Been found by a court with jurisdiction of the matter to be in material violation of the terms of the Conservation Easements.

If Optionee exercises its option, Optionee shall:

- A. Allow "Beez Kneez" to maintain bee hives on the property and continue to teach beekeeping classes on the Protected Property for a minimum of five years after exercise of the option.
- B. Allow the Wildlife Rehabilitation Center of Minnesota to house and release previously injured and orphaned wildlife treated and transitioned for release on the Protected Property for a minimum of five years after exercise of the option.
- C. Allow "Black Jack," a retired St. Paul mounted patrol horse "to be pastured within a designated area of the Protected and Homestead Property south and west of the existing barns for as long as he is physically able to do so. Upon his death, he shall be buried next to his mother on the Homestead Property.

4. LIMITATIONS ON OPTION. Optioner shall have a reasonable amount of time after Optionee exercises the option to remove the boulders, bricks, marble slabs, old barn paneling, and old barn beams from the Protected Property if it desires to do so.

5. OPTIONER RESERVATIONS. Execution of this Agreement does not mean that Optioner no longer has an interest in the goals of protecting, preserving and enhancing the Protected Property for wildlife and fulfilling the Education Center's Goals as described on and attached as **Exhibit G**. To the contrary, it is Optioner's fervent hope that, with Optionee's assistance, all of these Goals will be achieved.

In accordance with the aforementioned Goals, if Optionee exercises this Agreement the deed conveyed to Optionee shall state that:

- A. the Conservation Easements shall not merge into the title acquired by Optionee;
- B. the title conveyed by the deed is subject to the restriction on the use of the land, rights and remedies contained in the Conservation Easements; and
- C. any amendment of Conservation Easements shall be consented to by Optionee or Optionee's designee in writing.
- D.

Optioner's or Optioner's Designee's consent in writing to any changes in the terms of the Conservation Easements and the NRMP is required, provided further that due to the fee and Conservation Easement interests then being owned by the same entity, Optionee agrees that where the Conservation Easements provide Optionee's consent or approval is needed for various activities, or changes to the Conservation Easements, Optioner's or Optionee's consent or approval in writing shall also be required; and Optioner or Optionee's Designee's shall have all the rights and remedies of the Grantee set forth in Paragraph 6.1 and other portions of Easement II

6. INCORPORATION BY REFERENCE. The terms of this Agreement are incorporated by reference into any Operating Agreement and shall not merge into any deed given pursuant to this option. Any Operating Agreement between the Parties shall govern the operation of any property Optionee acquires a fee interest in pursuant to this Agreement.

7. FEE OWNER. Optioner represents that Optioner is the fee owner of the Total Property and hereby agrees that if the option is exercised to convey fee title to the Protected Property, legally described on the attached **Exhibit A** and generally depicted on the attached **Exhibit A-1**, the Total Property is subject to the terms of this option and the following exceptions:

- A. Building and zoning laws, ordinances, state and federal regulations; and
- B. Utility, drainage, and public road easements of record.
- C. Conservation Easements.
- D. Other documents of record as of the date of this Agreement.

E. Operating Agreement between Optioner and Optionee

8. TITLE EXAMINATION. Optionee has examined the title in connection with its acquisition of Easement II.

9. PAYMENT TERMS. As consideration for the covenants and agreements made herein, Optionee agrees to pay the closing costs, upon the execution and delivery of the Limited Warranty Deed, required by this Agreement, and other documents necessary to complete the Closing.

10. CLOSING COSTS. Optionee is responsible for paying all fees charged by the Title Company.

11. OPTIONER'S CLOSING DOCUMENTS. If the option is exercised, Optioner agrees to execute and deliver the following documents to Optionee on the date of Closing:

- A. Limited Warranty Deed to the 125.5 acres.
- B. Standard Optioner's Affidavit regarding persons in possession.
- C. Any other document(s) requested by Optionee or Title Company to effectuate the closing and the terms of this Agreement.

11. TAXES AND SPECIAL ASSESSMENTS. After exercise of the option, Optionee will pay its pro rata share of any property taxes, special assessments and stormwater fees in the year of closing and will pay any future property taxes, stormwater fees and any special assessments levied or to be levied against the Protected Property generally depicted on the attached **Exhibit C-1**.

12. OPTIONER'S WARRANTIES. Optioner warrants that:

- A. Optioner has full power and authority to enter into this Agreement (and the person signing this Agreement for the Optioner has full power and authority to sign for the Optioner and to bind it to this Agreement).
- B. The execution of this Agreement will not constitute a breach or default under any agreement to which Optioner is bound and/or to which the Total Property is subject.
- C. There is no suit, action, arbitration, or legal, administrative or other proceeding or injury pending or threatened against the Total Property or any portion thereof or pending or threatened against Optioner which could affect Optioner's title to the Protected Property or any portion thereof, affect the value of the Total Property, or subject an owner of the Protected Property to liability.
- D. There are rights of access to the Protected Property from a public right-of-way, legally described on the attached **Exhibit C** and generally depicted on the attached **Exhibit C-1**.
- E. There are no present violations of any restrictions relating to the use or improvement of the Total Property or any uncured notices which have been served upon Optioner by any governmental agency notifying Optioner of any violations of statute, order, ordinance, rule, requirement, or regulation which would affect the Total Property or any portion thereof.
- F. The Total Property is not subject to a lien for medical assistance or other public assistance.
- G. Optioner has no knowledge, nor does Optioner have reason to know, of any condition at, on, under or related to the Protected Property presently or potentially posing a significant hazard to human health or the environment (whether or not such condition constitutes a violation of Environmental Laws).
- H. Optioner has no knowledge, nor does Optioner have reason to know, of any production, use, treatment, storage, transportation, or disposal of any Hazardous Substance (as described in Easement II) on or under the Protected Property, nor to the best of Optioner's knowledge has there been any release or threatened release of any Hazardous Substance, pollutant or contaminant into, on or over the Protected Property or into or on ground or surface water.
- I. To the best of Optioner's knowledge, Optioner is in compliance with all laws and regulations in connection with any handling, use, storage or disposal of Hazardous

Substances within the Protected Property, including the maintenance of all required permits and approvals.

- J. To the best of Optioner's knowledge, Optioner is in compliance with all Environmental Laws with respect to the Protected Property.
- K. There are no individual sewage treatment systems located on the Protected Property, but there is such a system on the Homestead Property.
- L. Optioner has disclosed to Optionee in writing the location of any individual wells located on the Protected Property. There are wells on the Homestead Property.
- M. To the best of Optioner's knowledge, methamphetamine production has not occurred on the Protected Property.

Each of the above representations is material and is relied upon by Optionee.

If Optioner discovers any information or facts that would materially change these warranties and representations before the Closing, Optioner shall immediately give notice to Optionee of those facts and information. If any of the foregoing representations and warranties ceases to be true before the Closing, Optionee may elect to terminate this Agreement, in which case Optionee shall have no obligation to acquire the Protected Property.

13. SURVIVAL. All representations, warranties, covenants, agreements and indemnities set forth in this Agreement shall survive any Closing resulting from exercise of the option.

14. RECORDING. This Agreement shall not be recorded, but a Memorandum of Option Purchase Agreement between the Optioner and Optionee will be recorded.

15. FURTHER COOPERATION. Optioner and Optionee hereby agree to promptly execute, deliver, file and record any and all other and further instruments and documents that may be necessary to consummate this Agreement and/or to cure any defect in the execution and delivery of this Agreement and the documents referenced herein.

16. CONDITIONS PRECEDENT. In addition to the title examination, the acquisition of the Protected Property by Optionee is contingent upon:

- A. Optionee obtaining statutory authority to own the Protected Property for the purposes set forth in the Conservation Easements, or obtaining a legal opinion from the County Attorney's Office that Optionee has authority to own fee title to the property for the conservation purposes set forth in the Conservation Easements without obtaining additional statutory authority; and
- B. If the above contingency is not satisfied, this Agreement shall be void and neither Party shall be liable for damages to the other Party.

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

18. RISK OF LOSS. Until the completion of Closing, all risk of loss is on Optioner. If the Protected Property is damaged prior to closing, Optioner shall give Optionee reasonable notice after such damage has occurred. From the date that Optionee receives Optioner's notice, Optionee shall have reasonable time to inspect the Protected Property and an additional reasonable period to determine if the damages are acceptable to Optionee. If Optionee does not accept such damage, Optionee may terminate this Agreement.

19. REMEDIES UPON DEFAULT. In the event that Optioner defaults in the performance of any of its obligations under this Agreement, Optionee shall, in addition to any and all other remedies provided in this Agreement or at law or in equity, have the right of specific performance against Optioner. In the event that Optionee defaults in the performance of any of its obligations under this Option Agreement, Optioner shall have the right to cancel this Agreement as permitted by MINNESOTA STATUTES §§ 559.21 and 559.217.

20. NO BROKER'S COMMISSION. Optionee has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement and the Parties agree that Optionee is not responsible for any portion of a broker's commission or finder's fee related to Optioner. In the event that Optioner has used a broker or any person asserts a claim for a broker's commission or finder's fee related to Optioner, that Optioner will indemnify and hold Optionee harmless from and against the claim and this indemnification shall survive Closing or any earlier termination of this Option Agreement.

21. WAIVER OF DISCLOSURE. Unless otherwise required herein, Optionee waives the written disclosures required under MINNESOTA STATUTES §§ 513.52 to 513.60.

22. MISCELLANEOUS.

- A. Performance. The Parties hereto agree that time is of the essence in the performance of this Agreement.
- B. Notices. Notices to be given under this Agreement shall be in writing and sent by registered or certified mail, addressed to the Parties at the following addresses:

With respect to Optionee:

Alan Singer, Land Conservation Manager, or Successor
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124

With respect to Optioner

Vance B. Grannis, Jr.
9249 Barnes Avenue East
Inver Grove Heights, MN 55077

- C. Non-Joint Venture. The Parties agree that nothing contained herein shall be considered a partnership or joint venture under taken by the Parties.
- D. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Dakota County, Minnesota.
- E. Representation by Counsel. Optioner understands that Optionee and the County Attorney's Office do not represent Optioner in this matter. Optioner has had an opportunity to review the terms of this Agreement with Optioner's own legal counsel, whether Optioner has elected to consult with counsel or not. Optioner has read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement.
- F. Entire Agreement. This Agreement, along with any exhibits, appendices, addendums, schedules, and written amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written.
- G. Amendments. Any amendments or modifications to this Agreement shall be in writing and shall be executed by the same Parties who executed the original Agreement or their successors.
- H. Severability. Each provision of this Agreement is severable from any other provision of this Agreement. Should any provision of this Agreement for any reason be unenforceable, the balance of this Agreement shall nonetheless be of full force and effect.
- I. Headings. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions in this Agreement.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one

and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Signature pages of this Agreement transmitted to any Party via facsimile or portable document format ("pdf") shall be deemed to be originals for all purposes hereunder.

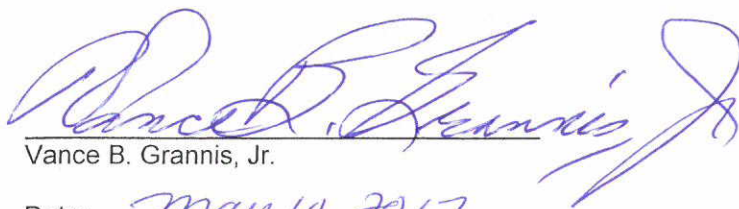
- K. This Agreement shall be binding upon and it shall inure to the benefit of the successors and assigns of the Parties hereto.

Article II: Option for Fee Title Acquisition of Homestead Property

- I. The forgoing Paragraphs, numbers 1 through 28, are incorporated herein by reference.
2. UNDERSTANDINGS AND AGREEMENTS. As of the effective date, Optioner agrees as follows:
 - A. The 7.2 acre Homestead Property exception area in Easement II will be expanded by 1.3 acres to a total of 8.5 acres.
 - B. The house on the Homestead Property will not be increased in size by more than ten percent (10%) of the existing square footage, not including potential construction of an attached garage that can only be used to store vehicles, garbage and recycling carts, yard and garden equipment, and to provide storage of excess household items. No area within or above the garage may not be used for household living space.
 - C. The Conservation Policies included in Easement II shall, to the extent practical, be applied by Optioner, and their selected heirs and assigns to the Homestead Property allowing for the continued use as in the past 50 years as allowed in paragraph 3.G. below.
 - D. The Homestead Property can be owned and occupied by Optioner, Debra R. Grannis, daughter of Optioner; and Kathryn Rose Grannis, granddaughter of Optioner, for a period of time not to exceed the year 2077.
 - E. If the daughter and granddaughter of Optioner no longer wish to own or reside at the Homestead Property prior to 2077, the Homestead Property may not be conveyed to a third party for private use other than a non-profit organization for use as part of a Nature/Education Center unless it is first offered to Optionee as provided in paragraph 2.F. below.
 - F. If Optioner desires to sell the Homestead Property prior to Optionee's exercise of this option, it shall provide Optionee a 90-day written notice during which Optionee shall have the right to purchase the Homestead Property for the price established in accordance with the procedures set forth in Paragraph 3.B. below. If Optionee does not exercise this option within the 90 days, this option shall terminate.
 - G. Any future appraisal conducted for the purpose of determining the value of the Homestead Property shall not value the Homestead Property based on the existence of the surrounding protected land accomplished through Easements I and II.
 - H. The Homestead Property will be used as it has been for the past 50 years, generally following the Conservation Policies contained in Easement II, and there will be no use detrimental to the adjoining conservation easements.
3. TERMS AND CONDITIONS. Optioner hereby grants to Optionee an option to purchase the Homestead Property upon the following terms and conditions:
 - A. Optionee may only exercise this Option to acquire the Homestead Property if it has acquired statutory authority to own property for the conservation purposes required by the Conservation Easements.
 - B. Except as provided in Paragraph 2.e above, this option can only be exercised by written notice to the appropriate successor(s) in interest to the Homestead Property during a one-year period commencing after the date of death of the last to die of Vance B. Grannis, Jr., Darlene R. Grannis, Debra R. Grannis, and Kathryn Rose Grannis.

- C. If Optionee exercises its option, the price shall be determined by an appraiser mutually agreed upon by Optionor and Optionee within 30 days. If Optioner and Optionee cannot agree on the appraised value, Optioner and Optionee will agree to select a new impartial appraiser acceptable to each other.
- D. The Optioner and Optionee shall have the right to not accept the second appraised value. If either party rejects the second appraised value, the option to purchase the Homestead Property shall be deemed terminated unless otherwise agreed in writing by the Parties.
- E. If Optioner and Optionee agree with the new appraised value, Optioner and Optionee shall agree to a mutually acceptable closing date.
- F. In determining the appraised value, the appraiser shall generally disregard the Option, but shall consider Conservation Easement II on 1.3 acres disregard paragraph 3, section G, H and I below 3 of Article II of
- G. If Optionee exercises its option, Optionee may only use the Homestead Property for uses allowed by the terms of Easement II on the Protected Property for education or conservation related uses or work with another entity to achieve the same purposes.
- H. If Optionee exercises its option, it shall maintain the buildings on the Homestead Property and may not demolish the buildings unless it is not financially feasible or practical to continue to maintain the buildings.
- I. If Optionee exercises its option for the Homestead Property, such option is subject to the following:
 - i. The graves of dogs located on the Homestead Property shall be allowed to remain.
 - ii. If there is any existing memorial associated with the ashes of the Optioner on the Homestead Property, it shall be allowed to remain.
 - iii. If Black Jack (retired St. Paul police horse) is alive, upon his death, he shall be buried next to his mother and both graves shall be allowed to remain.

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Vance B. Grannis, Jr.

Date: May 10, 2017


Darlene R. Grannis

Date: May 10, 2017

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

OPTIONER

Vance B. Grannis, Jr.

Date: _____

Darlene R. Grannis

Date: _____

OPTIONEE:

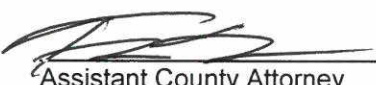
DAKOTA COUNTY



Steven C. Mielke, Director
Physical Development Division

Date: 5-9-17

Approved as to form:



Assistant County Attorney

Date: 5-9-17

KS 13-232

Approved by Dakota County
Board Resolution No.16-355

DAKOTA COUNTY LAND CONSERVATION PROGRAM

Legal Description of the Total Property Owned by Vance B. Grannis Jr. and Darlene R. Grannis

Parcel A (PIN 20-01600-54-020)

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying Westerly of the centerline of the German Road (now known as Barnes Avenue East) all in Section 16, Township 27, Range 22; also described as the South $\frac{1}{2}$ of Lots 11 and 12 and that part of Lot 15 lying Westerly of the centerline of the German Road (now known as Barnes Avenue East), all in the Southwest $\frac{1}{4}$ of Section 16, Township 27, Range 22.

AND

(PIN 20-02100-29-010)

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21 Township 27 North, Range 22 West, Dakota County, Minnesota, EXCEPT the West 700 feet of the South 100 feet thereof and also EXCEPTING that part of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying east of the following described line: Beginning at a point on the north line of said Section 21, distant 987.75 feet east of the northwest corner of said Section 21, thence sight east along said north line and deflect to the right 90 degrees 50 minutes a distance of 1309.52 feet to the south line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and said line there terminating.

AND

(PIN 20-02000-05-012)

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27, Range 22 EXCEPT that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27N, Range 22W, Dakota County, Minnesota, lying Northerly, Northeasterly and Northwesterly of the following described line:

Commencing at the northwest corner of said E $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Southerly, along the West line of said East $\frac{1}{2}$, a distance of 600.00 feet to the point of beginning of the line to be described; thence Easterly, parallel with the North line of said East $\frac{1}{2}$, a distance of 300.00 feet; thence Southeasterly 550 feet, more or less, to a point which is 750.00 feet east of the west line of said East $\frac{1}{2}$ (measured parallel with said North line) and 1025.00 feet South of said North line (measured at a right angle to said North line); thence Northeasterly 900.00 feet, more or less, to a point on the East line of said East $\frac{1}{2}$, which point is 300.00 feet South of the Northeastern corner of said East $\frac{1}{2}$ (measured along said east line) and there terminating.

And EXCEPT the South 100 feet of the East 565 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27, Range 22;

And EXCEPT five acres in the southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 20, the west and south lines of which are the west and south line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ respectively and which the five-acre parcel forms a parallelogram having four equal sides.

AND

Parcel B (PIN 20-14000-01-041)

Lot 4, Block 1 of Birch Pond, according to the recorded plat thereof, EXCEPT the south 900 feet thereof.

AND

(PIN 20-02000-03-013)

Together with the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Township 27N, Range 22W, Dakota County, Minnesota, EXCEPTING therefrom the East 565.00 feet of the North 950.00 feet thereof. Further EXCEPTING therefrom that part of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying southwesterly and southerly of the following described line: Commencing at the southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 00 degrees 11 minutes 35 seconds East, assumed bearing, along the west line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 825.00 feet to the point of beginning of the line to be described; thence South 75 degrees 39 minutes 31 seconds East, 540.00 feet; thence Southeasterly to the Southwest corner of said East 565.00 feet of the North 950.00 feet; thence Easterly along the South line of said North 950.00 feet, to the East line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and there terminating.

AND

(PIN 20-02000-03-013)

Together with that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota lying South of the North 950.00 feet thereof and Easterly of the following described line: Commencing at the Southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence Easterly to the southeast corner of the West $\frac{1}{2}$ of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, said point being the point of beginning of the line to be described; thence Northerly at a right angle 110.00 feet; thence North 36 degrees 42 minutes 10 seconds East (assuming the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ has a bearing of North 00 degrees 11 minutes 35 seconds East) to the South line of the North 990.00 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence Northerly at a right angle to said South line of the North 990.00 feet, to the South line of the North 950.00 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and there terminating.

AND

Parcel C (PIN 20-02000-01-012)

The East 565.00 feet of the North 950.00 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota AND the East 565.00 feet of the South 100.00 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota

AND

Parcel D (PIN 20-02000-05-013)

That part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27N, Range 22W, Dakota County, Minnesota, lying Northerly, Northeasterly and Northwesterly of the following described line:

Commencing at the northwest corner of said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Southerly, along the West line of said East $\frac{1}{2}$, a distance of 600.00 feet to the point of beginning of the line to be described; thence Easterly, parallel with the North line of said East $\frac{1}{2}$, a distance of 300.00 feet; thence Southeasterly 550 feet, more or less, to a point which is 750.00 feet East of the West line of said East $\frac{1}{2}$ (measured parallel with said North line); and 1025.00 feet South of said North line (measured at a right angle to said North line); thence Northeasterly 900.00 feet, more or less, to a point on the East line of said East $\frac{1}{2}$, which point is 300.00 feet South of the northeast corner of said East $\frac{1}{2}$ (measured along said East line) and there terminating.

AND

Parcel C (PIN 20-02000-01-012)

The East 565.00 feet of the North 950.00 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota AND the East 565.00 feet of the South 100.00 feet

of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota

AND

Parcel E (PIN 20-02100-50-014)

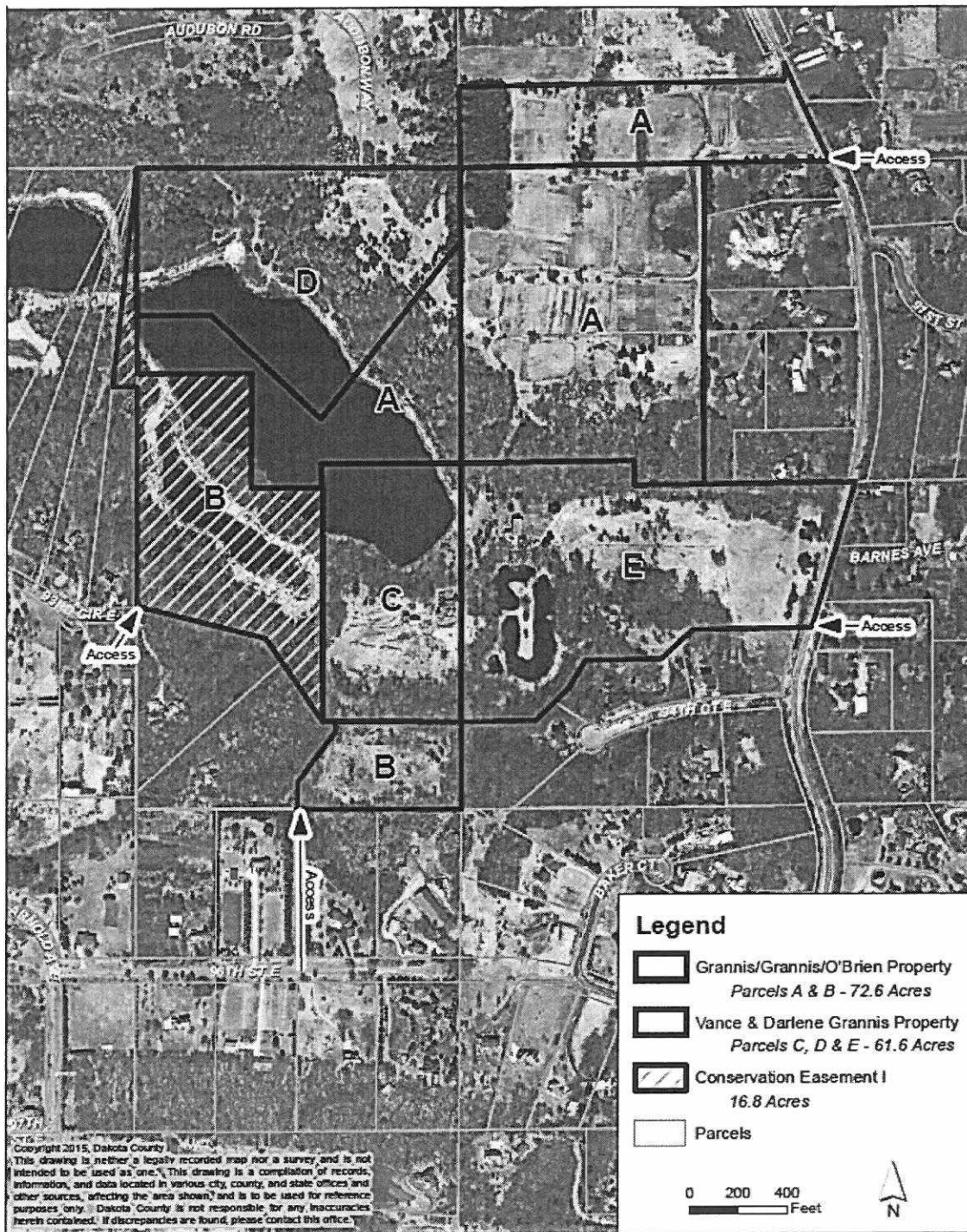
That part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Beginning at a point on the West line of the Northwest $\frac{1}{4}$ of said Section 21, distant 356.18 feet Northerly of the southwest corner thereof; thence North 00 degrees 32 minutes 38 seconds West on an assumed bearing along the West line of said Northwest $\frac{1}{4}$, a distance of 950.05 feet to the northwest corner of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 21; thence North 88 degrees 52 minutes 14 seconds East along the North line of the South $\frac{1}{2}$ of said Northwest $\frac{1}{4}$, a distance of 1603.00 feet to the centerline of C.S.A.H. No. 73 (Barnes Avenue East); thence South 16 degrees 10 minutes 07 seconds West along said centerline, a distance of 617.58 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 485.98 feet; thence South 46 degrees 22 minutes 00 seconds West a distance of 176.19 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 310.77 feet; thence South 29 degrees 54 minutes 00 seconds West a distance of 132.36 feet; thence South 45 degrees 24 minutes 00 seconds West a distance of 185.89 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 299.30 feet to the point of beginning. Together with the west 700.00 feet of the South 100.00 feet of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27, Range 22, Dakota County, Minnesota.

Area = 134.2 acres

DAKOTA COUNTY LAND CONSERVATION PROGRAM

General Depiction of the Total Property Owned by Vance B. Grannis Jr. and Darlene R. Grannis



DAKOTA COUNTY LAND CONSERVATION PROGRAM

Legal Description of Conservation Easement I on Property Owned by Vance B. Grannis Jr. and Darlene R. Grannis

A permanent natural area conservation easement over and across the following described property:

Five acres in the southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27, Range 22, Dakota County, Minnesota, the West and South lines of which are the West and South lines of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ respectively, and which the five-acre parcel forms a parallelogram having four equal sides.

Together with the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota, EXCEPTING therefrom the East 565.00 feet of the North 950.00 feet thereof,

And Further EXCEPTING therefrom that part of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying Southwesterly and Southerly of the following described line:

Commencing at the southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 0 degrees 11 minutes 35 seconds East, assumed bearing, along the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 825.00 feet to the point of beginning of the line to be described; thence South 75 degrees 39 minutes 31 seconds East, 540.00 feet; thence Southeasterly to the southwest corner of said East 565.00 feet of the North 950.00 feet; thence Easterly, along the South line of said North 950.00 feet, to the East line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and there terminating.

And further EXCEPTING that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota, lying South of the North 950.00 feet thereof and Easterly of the following described line:

Commencing at the southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence Easterly to the southeast corner of the West $\frac{1}{2}$ of said Southeast $\frac{1}{4}$, of the Northeast $\frac{1}{4}$, said point being the point of beginning of the line to be described; thence Northerly at a right angle 110.00 feet; thence North 36 degrees 42 minutes 10 seconds East (assuming the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ has a bearing of North 0 degrees 11 minutes 35 seconds East) to the South line of the North 990.00 feet of said Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$; thence Northerly at a right angle to said South line of the North 990.00 feet, to the South line of the North 950.00 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and there terminating.

And

Lot 4, Block 1, Birch Pond, EXCEPT the South 900 feet thereof, Dakota County, Minnesota.

Area = 16.8 acres

DAKOTA COUNTY LAND CONSERVATION PROGRAM

Legal Description of Conservation Easement II on Property Owned by Vance B. Grannis Jr. and Darlene R. Grannis,

A permanent natural area conservation easement over and across the following described property:

Parcel A

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying Westerly of the centerline of the German Road (now known as Barnes Avenue East) all in Section 16, Township 27, Range 22; also described as the South one-half ($\frac{1}{2}$) of Lots 11 and 12 and that part of Lot 15 lying Westerly of the centerline of the German Road (now known as Barnes Avenue East), all in the Southwest $\frac{1}{4}$ of Section 16, Township 27, Range 22, EXCEPTING therefrom the easterly 75.00 feet for public road purpose.

AND

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West, Dakota County, Minnesota, EXCEPT the West 700 feet of the South 100 feet thereof and also EXCEPTING that part of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying east of the following described line: Beginning at a point on the North line of said Section 21, distant 987.75 feet east of the northwest corner of said Section 21, thence sight east along said North line and deflect to the right 90 degrees 50 minutes a distance of 1309.52 feet to the South line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and said line there terminating.

AND

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27, Range 22 EXCEPT that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27N, Range 22W, Dakota County, Minnesota, lying Northerly, Northeasterly and Northwesterly of the following described line:

Commencing at the northwest corner of said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Southerly, along the West line of said East $\frac{1}{2}$, a distance of 600.00 feet to the point of beginning of the line to be described; thence Easterly, parallel with the North line of said East $\frac{1}{2}$, a distance of 300.00 feet; thence Southeasterly 550 feet, more or less, to a point which is 750.00 feet east of the West line of said East $\frac{1}{2}$ (measured parallel with said north line) and 1025.00 feet south of said North line (measured at a right angle to said North line); thence Northeasterly 900.00 feet, more or less, to a point on the East line of said East $\frac{1}{2}$, which point is 300.00 feet south of the northeast corner of said East $\frac{1}{2}$ (measured along said east line) and there terminating.

And EXCEPT the South 100 feet of the East 565 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27, Range 22;

And EXCEPT five acres in the southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 20, the West and South lines of which are the West and South line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ respectively and which the five-acre parcel forms a parallelogram having four equal sides.

AND

Parcel B

Together with that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota lying south of the north 950.00 feet thereof and Easterly of the following described line: Commencing at the southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence

Easterly to the southeast corner of the West $\frac{1}{2}$ of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, said point being the point of beginning of the line to be described; thence Northerly at a right angle 110.00 feet; thence North 36 degrees 42 minutes 10 seconds East (assuming the west line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ has a bearing of North 00 degrees 11 minutes 35 seconds East) to the South line of the north 990.00 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence Northerly at a right angle to said South line of the north 990.00 feet, to the South line of the north 950.00 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and there terminating.

AND

Parcel C

The East 565.00 feet of the South 100.00 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota and the East 565.00 feet of the North 950.00 feet of the south $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota, EXCEPTING therefrom the following described parcel:

(Homestead Property)

Beginning at the northeast corner of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20; thence North 89 degrees 48 minutes 48 seconds West on an assumed bearing along the North line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, a distance of 116.48 feet; thence South 00 degrees 11 minutes 18 seconds East a distance of 261.97 feet; thence South 39 degrees 36 minutes 04 seconds West a distance of 208.63 feet; thence South 00 degrees 11 minutes 18 seconds East a distance of 176.86 feet; thence South 89 degrees 48 minutes 48 seconds East a distance of 250.01 feet to the East line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20; thence North 00 degrees 11 minutes 18 seconds West a distance of 600.01 feet to the point of beginning.

AND

Parcel D

That part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27N, Range 22W, Dakota County, Minnesota, lying Northerly, Northeasterly and Northwesterly of the following described line:

Commencing at the northwest corner of said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Southerly, along the west line of said East $\frac{1}{2}$, a distance of 600.00 feet to the point of beginning of the line to be described; thence Easterly, parallel with the North line of said East $\frac{1}{2}$, a distance of 300.00 feet; thence Southeasterly 550 feet, more or less, to a point which is 750.00 feet east of the West line of said East $\frac{1}{2}$ (measured parallel with said north line); and 1025.00 feet south of said North line (measured at a right angle to said North line); thence Northeasterly 900.00 feet, more or less, to a point on the East line of said East $\frac{1}{2}$, which point is 300.00 feet south of the northeast corner of said East $\frac{1}{2}$ (measured along said East line) and there terminating.

AND

Parcel E

That part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Beginning at a point on the west line of the Northwest $\frac{1}{4}$ of said Section 21, distant 356.18 feet north of the southwest corner thereof; thence North 00 degrees 32 minutes 38 seconds West on an assumed bearing along the West line of said Northwest $\frac{1}{4}$, a distance of 950.05 feet to the northwest corner of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 21; thence North 88 degrees 52 minutes 14 seconds East along the North line of the South $\frac{1}{2}$ of said Northwest $\frac{1}{4}$, a distance of 1603.00 feet to the centerline of (Barnes Avenue; thence South 16 degrees 10 minutes 07 seconds West along said centerline, a distance of 617.58 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 485.98 feet; thence South 46 degrees 22 minutes 00 seconds West a distance of 176.19 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 310.77 feet; thence South 29 degrees 54 minutes 00 seconds West a distance of 132.36 feet; thence South 45 degrees 24 minutes 00 seconds West a distance of 185.89 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 299.30 feet to the point of beginning

EXCEPTING therefrom the easterly 75.00 feet for public road purposes and also EXCEPTING therefrom the following described parcel:

(Homestead Property)

That part lying northerly of the following described line: Commencing at the southwest corner of said Northwest $\frac{1}{4}$ of Section 21; thence North 00 degrees 32 minutes 38 seconds West on an assumed bearing along the West line of said Northwest $\frac{1}{4}$, a distance of 873.13 feet to the point of beginning of the line to be described; thence North 39 degrees 14 minutes 44 seconds East a distance of 227.18 feet; thence North 88 degrees 52 minutes 14 seconds East a distance of 154.62 feet; thence North 47 degrees 04 minutes 30 seconds East a distance of 277.58 feet; thence North 88 degrees 52 minutes 14 seconds East a distance of 1075.34 feet to said centerline of Barnes Avenue East and said line there terminating.

Together with the West 700.00 feet of the South 100.00 feet of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27, Range 22, Dakota County, Minnesota.

Area = 108.7 acres

Dakota County Land Conservation Program

Legal Descriptions of the Accesses to Conservation Easement II on Property Owned by Vance B. Grannis Jr. and Darlene R. Grannis

Access 1

A permanent easement for access purposes over and across the south 10.00 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 27 North, Range 22 West Dakota County, Minnesota lying westerly of the centerline of C.S.A.H. No. 73 (Barnes Avenue East) and lying easterly of a line 75 feet westerly of and parallel to said centerline of Barnes Avenue East.

Access 2

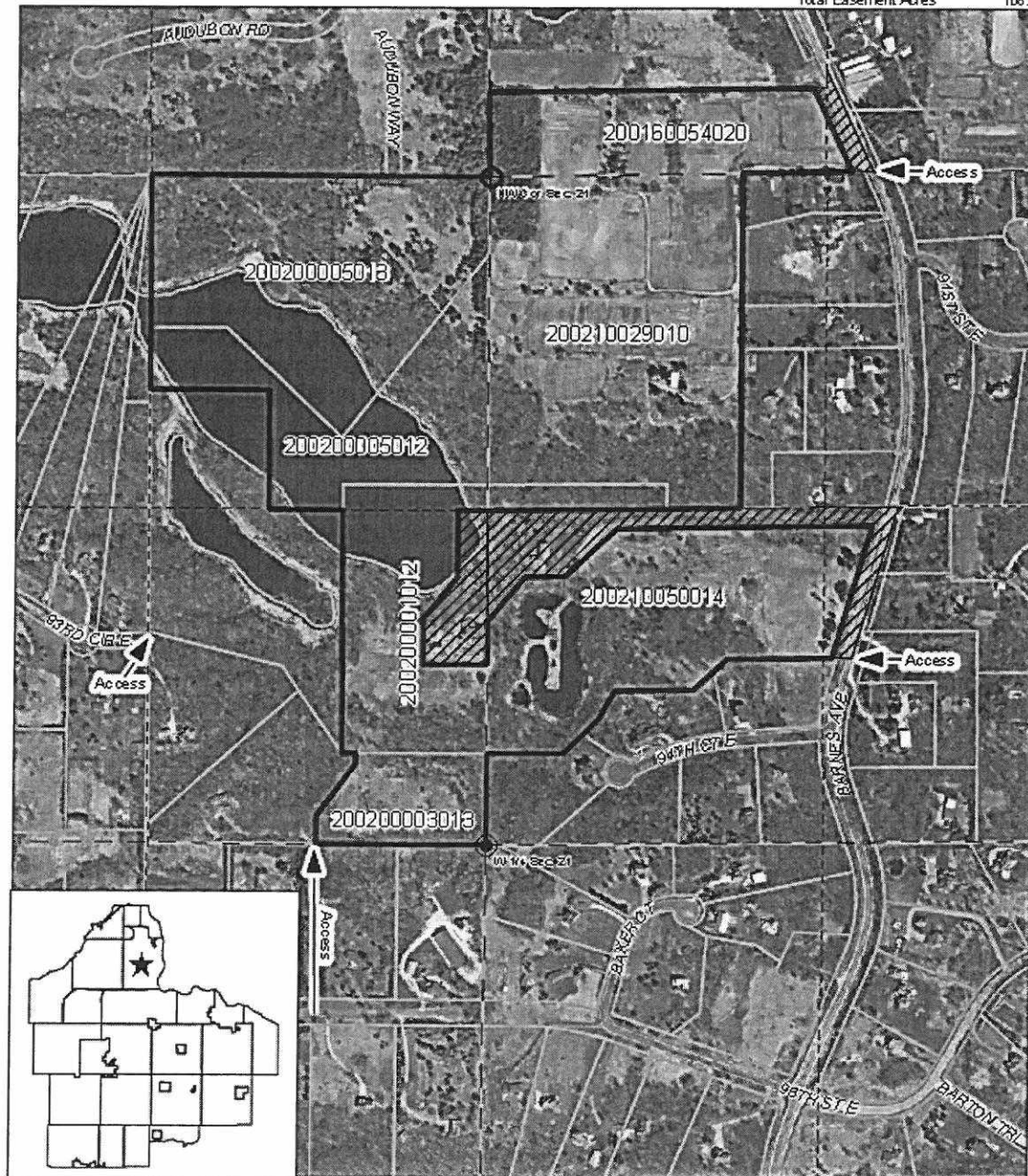
A permanent easement for access purposes over and across part of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West Dakota County, Minnesota described as follows:

A 10.00-foot wide strip of land in said Northwest $\frac{1}{4}$ lying northerly of and contiguous to the plat of Shamrock Oaks, according the recorded plat thereof, Dakota County, Minnesota, and lying westerly of the centerline of Barnes Avenue East and lying easterly of a line 75.00 feet westerly of and parallel to said centerline of Barnes Avenue East.

Dakota County Land Conservation Program

General Depiction of Conservation Easement II on the Vance B. Jr. and Darlene R. Grannis Property (excludes Homestead and ROW Exception Areas)

PLS Section 16, 20 & 21, 027-22
Total Easement Acres 108.7



N
● Section Corner ● Quarter Corner ■ Easement Area ▨ Exception Area ■ Access Easement □ Parcels — Roads
Map Date: 2/27/2017 1 inch = 500 feet

DAKOTA COUNTY LAND CONSERVATION PROGRAM

Legal Description of the Combined Easement I and Easement II on the Vance B. Grannis Jr. and Darlene R Grannis Property (excludes Homestead Property and ROW Exception Areas)

Parcel A

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying Westerly of the centerline of the German Road (now known as Barnes Avenue East) all in Section 16, Township 27, Range 22; also described as The South $\frac{1}{2}$ of Lots 11 and 12 and that part of Lot 15 lying Westerly of the centerline of the German Road (now known as Barnes Avenue East), all in the Southwest $\frac{1}{4}$ of Section 16, Township 27, Range 22.

AND

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West, Dakota County, Minnesota, EXCEPT the West 700 feet of the South 100 feet thereof and also EXCEPTING that part of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying East of the following described line: Beginning at a point on the North line of said Section 21, distant 987.75 feet East of the Northwest corner of said Section 21, thence sight East along said North line and deflect to the right 90 degrees 50 minutes a distance of 1309.52 feet to the South line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and said line there terminating.

AND

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27, Range 22 EXCEPT that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27N, Range 22W, Dakota County, Minnesota, lying Northerly, Northeasterly and Northwesterly of the following described line:

Commencing at the northwest corner of said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Southerly, along the West line of said East $\frac{1}{2}$, a distance of 600.00 feet to the point of beginning of the line to be described; thence Easterly, parallel with the North line of said East $\frac{1}{2}$, a distance of 300.00 feet; thence Southeasterly 550 feet, more or less, to a point which is 750.00 feet East of the West line of said East $\frac{1}{2}$ (measured parallel with said North line) and 1025.00 feet South of said North line (measured at a right angle to said North line); thence Northeasterly 900.00 feet, more or less, to a point on the East line of said East $\frac{1}{2}$, which point is 300.00 feet South of the northeast corner of said East $\frac{1}{2}$ (measured along said East line) and there terminating.

AND

Parcel B

Lot 4, Block 1, Birch Pond EXCEPT the South 900 feet thereof, Dakota County, Minnesota.

AND

Five acres in the southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 20, the West and South lines of which are the West and South line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ respectively and which the five-acre parcel forms a parallelogram having four equal sides.

Together with the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota, excepting therefrom the East 565.00 feet of the North 950.00 feet thereof, Further EXCEPTING therefrom that part of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying Southwesterly and Southerly of the following described line:

Commencing at the southwest corner of said southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 0 degrees 11 minutes 35 seconds East, assumed bearing, along the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 825.00 feet to the point of beginning of the line to be described; thence South 75 degrees 39 minutes 31 seconds East, 540.00 feet; thence Southeasterly to the Southwest corner of said East 565.00 feet of the North 950.00 feet; thence Easterly, along the South line of said North 950.00 feet, to the East line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and there terminating.

AND

Together with that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota lying South of the North 950.00 feet thereof and Easterly of the following described line: Commencing at the southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence Easterly to the southeast corner of the West $\frac{1}{2}$ of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, said point being the point of beginning of the line to be described; thence Northerly at a right angle 110.00 feet; thence North 36 degrees 42 minutes 10 seconds East (assuming the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ has a bearing of North 00 degrees 11 minutes 35 seconds East) to the South line of the North 990.00 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence Northerly at a right angle to said South line of the North 990.00 feet, to the South line of the North 950.00 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and there terminating.

AND

Parcel C

The East 565.00 feet of the South 100.00 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota and the East 565.00 feet of the North 950.00 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota EXCEPTING therefrom the following described parcel:

(Homestead Property)

Beginning at the northeast corner of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20; thence North 89 degrees 48 minutes 48 seconds West on an assumed bearing along the North line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, a distance of 116.48 feet; thence South 00 degrees 11 minutes 18 seconds East a distance of 261.97 feet; thence South 39 degrees 36 minutes 04 seconds West a distance of 208.63 feet; thence South 00 degrees 11 minutes 18 seconds East a distance of 176.86 feet; thence South 89 degrees 48 minutes 48 seconds East a distance of 250.01 feet to the east line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20; thence North 00 degrees 11 minutes 18 seconds West a distance of 600.01 feet to the point of beginning.

AND

Parcel D

That part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27N, Range 22W, Dakota County, Minnesota, lying Northerly, Northeasterly and Northwesterly of the following described line:

Commencing at the northwest corner of said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Southerly, along the West line of said East $\frac{1}{2}$, a distance of 600.00 feet to the point of beginning of the line to be described; thence Easterly, parallel with the North line of said East $\frac{1}{2}$, a distance of 300.00 feet; thence Southeasterly 550 feet, more or less, to a point which is 750.00 feet east of the West line of said East $\frac{1}{2}$ (measured parallel with said North line); and 1025.00 feet South of said North line (measured at a right angle to said North line); thence Northeasterly 900.00 feet, more or less, to a point on the East line of said East $\frac{1}{2}$, which point is 300.00 feet south of the northeast corner of said East $\frac{1}{2}$ (measured along said East line) and there terminating.

AND

Parcel E

That part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Beginning at a point on the west line of the Northwest $\frac{1}{4}$ of said Section 21, distant 356.18 feet northerly of the southwest corner thereof; thence North 00 degrees 32 minutes 38 seconds West on an assumed bearing along the west line of said Northwest $\frac{1}{4}$, a distance of 950.05 feet to the northwest corner of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 21; thence North 88 degrees 52 minutes 14 seconds East along the north line of the South $\frac{1}{2}$ of said Northwest $\frac{1}{4}$, a distance of 1603.00 feet to the centerline of C.S.A.H. No. 73 (Barnes Avenue East); thence South 16 degrees 10 minutes 07 seconds West along said centerline, a distance of 617.58 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 485.98 feet; thence South 46 degrees 22 minutes 00 seconds West a distance of 176.19 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 310.77 feet; thence South 29 degrees 54 minutes 00 seconds West a distance of 132.36 feet; thence South 45 degrees 24 minutes 00 seconds West a distance of 185.89 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 299.30 feet to the point of beginning, EXCEPTING therefrom the easterly 75.00 feet for public road purposes, and also EXCEPTING therefrom the following described parcel:

(Homestead Property)

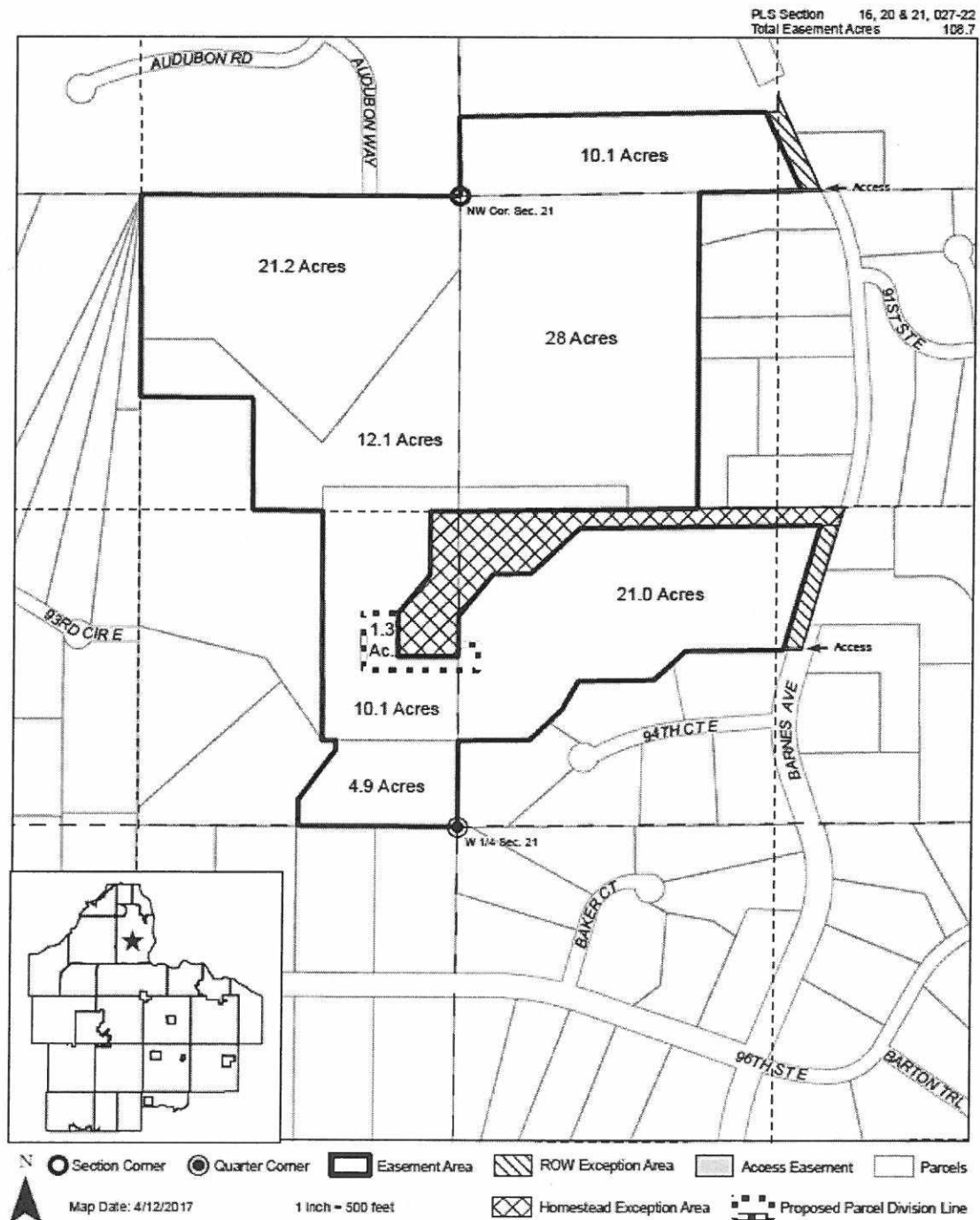
That part lying northerly of the following described line: Commencing at the southwest corner of said Northwest $\frac{1}{4}$ of Section 21; thence North 00 degrees 32 minutes 38 seconds West on an assumed bearing along the west line of said Northwest $\frac{1}{4}$, a distance of 873.13 feet to the point of beginning of the line to be described; thence North 39 degrees 14 minutes 44 seconds East a distance of 227.18 feet; thence North 88 degrees 52 minutes 14 seconds East a distance of 154.62 feet; thence North 47 degrees 04 minutes 30 seconds East a distance of 277.58 feet; thence North 88 degrees 52 minutes 14 seconds East a distance of 1075.34 feet to said centerline of Barnes Avenue East and said line there terminating.

Together with the west 700.00 feet of the south 100.00 feet of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27, Range 22, Dakota County, Minnesota.

Area = 125.5 acres

DAKOTA COUNTY LAND CONSERVATION PROGRAM

General Depiction of the Combined Easement I and Easement II on the Vance B. Grannis Jr. and Darlene R Grannis Property (excludes Homestead Property and ROW Exception Areas)



DAKOTA COUNTY LAND CONSERVATION PROGRAM

Legal Description of the Fee Title Acquisition of the Vance B. Grannis Jr. and Darlene R. Grannis Property

Parcel A

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying westerly of the centerline of the German Road (now known as Barnes Avenue East) all in Section 16, Township 27, Range 22; also described as the south one-half (1/2) of Lots 11 and 12 and that part of Lot 15 lying westerly of the centerline of the German Road (now known as Barnes Avenue East), all in the Southwest $\frac{1}{4}$ of Section 16, Township 27, Range 22.

AND

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West, Dakota County, Minnesota, EXCEPT the West 700 feet of the South 100 feet thereof and also EXCEPTING that part of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying east of the following described line: Beginning at a point on the North line of said Section 21, distant 987.75 feet east of the northwest corner of said Section 21, thence sight east along said North line and deflect to the right 90 degrees 50 minutes a distance of 1309.52 feet to the south line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and said line there terminating.

AND

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27, Range 22 EXCEPT that part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Township 27N, Range 22W, Dakota County, Minnesota, lying Northerly, Northeasterly and Northwesterly of the following described line:

Commencing at the northwest corner of said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Southerly, along the west line of said East $\frac{1}{2}$, a distance of 600.00 feet to the point of beginning of the line to be described; thence Easterly, parallel with the North line of said East $\frac{1}{2}$, a distance of 300.00 feet; thence Southeasterly 550 feet, more or less, to a point which is 750.00 feet east of the West line of said East $\frac{1}{2}$ (measured parallel with said North line) and 1025.00 feet south of said North line (measured at a right angle to said North line); thence Northeasterly 900.00 feet, more or less, to a point on the East line of said East $\frac{1}{2}$, which point is 300.00 feet south of the northeast corner of said East $\frac{1}{2}$ (measured along said East line) and there terminating.

And EXCEPT the South 100 feet of the East 565 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27, Range 22;

And EXCEPT five acres in the southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 20, the West and South lines of which are the West and South line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ respectively and which the five-acre parcel forms a parallelogram having four equal sides.

AND

Parcel B

Lot 4, Block 1 of Birch Pond, according to the recorded plat thereof, EXCEPT the south 900 feet thereof.

AND

Five acres in the southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 20, the West and South lines of which are the West and South line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ respectively and which the five-acre parcel forms a parallelogram having four equal sides.

AND

Together with that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota, EXCEPTING therefrom the east 565.00 feet of the north 950.00 feet thereof. Further EXCEPTING therefrom that part of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying southwesterly and southerly of the following described line:

Commencing at the southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 00 degrees 11 minutes 35 seconds East, assumed bearing, along the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 825.00 feet to the point of beginning of the line to be described; thence South 75 degrees 39 minutes 31 seconds East, 540.00 feet; thence Southeasterly to the southwest corner of said east 565.00 feet of the north 950.00 feet; thence Easterly along the South line of said north 950.00 feet, to the East line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and there terminating.

And further Excepting that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota lying south of the North 950.00 feet thereof and Easterly of the following described line:

Commencing at the southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence Easterly to the southeast corner of the West $\frac{1}{2}$ of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, said point being the point of beginning of the line to be described; thence Northerly at a right angle 110.00 feet; thence North 36 degrees 42 minutes 10 seconds East (assuming the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ has a bearing of North 00 degrees 11 minutes 35 seconds East) to the South line of the north 990.00 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence Northerly at a right angle to said South line of the north 990.00 feet, to the South line of the north 950.00 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and there terminating.

AND

Parcel C

The East 565.00 feet of the South 100.00 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota and the East 565.00 feet of the North 950.00 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota EXCEPTING therefrom the following described parcel:

(Expanded Homestead Property)

Beginning at the northeast corner of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20; thence North 89 degrees 48 minutes 48 seconds West on an assumed bearing along the North line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, a distance of 116.48 feet; thence South 00 degrees 11 minutes 18 seconds East a distance of 261.97 feet; thence South 39 degrees 36 minutes 04 seconds West a distance of 208.63 feet; thence North 89 degrees 48 minutes 48 seconds West a distance of 143.65 feet; thence South 00 degrees 11 minutes 18 seconds East a distance of 234.27 feet; thence South 89 degrees 48 minutes 48 seconds East a distance of 393.66 feet to the East line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20; thence North 00 degrees 11 minutes 18 seconds West along said East line a distance of 657.42 feet to the point of beginning.

AND

Parcel D

That part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27N, Range 22W, Dakota County, Minnesota, lying Northerly, Northeasterly and Northwesterly of the following described line:

Commencing at the northwest corner of said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Southerly, along the west line of said East $\frac{1}{2}$, a distance of 600.00 feet to the point of beginning of the line to be described; thence Easterly, parallel with the North line of said East $\frac{1}{2}$, a distance of 300.00 feet; thence Southeasterly 550 feet, more or less, to a point which is 750.00 feet east of the West line of said East $\frac{1}{2}$ (measured parallel with said North line); and 1025.00 feet south of said North line (measured at a right angle to said North line); thence Northeasterly 900.00 feet, more or less, to a point on the East line of said East $\frac{1}{2}$, which point is 300.00 feet south of the northeast corner of said East $\frac{1}{2}$ (measured along said East line) and there terminating.

AND

Parcel E

That part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Beginning at a point on the west line of the Northwest $\frac{1}{4}$ of said Section 21, distant 356.18 feet north of the southwest corner thereof; thence North 00 degrees 32 minutes 38 seconds West on an assumed bearing along the West line of said Northwest $\frac{1}{4}$, a distance of 950.05 feet to the northwest corner of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 21; thence North 88 degrees 52 minutes 14 seconds East along the North line of the South $\frac{1}{2}$ of said Northwest $\frac{1}{4}$, a distance of 1,603.00 feet to the centerline of Barnes Avenue East; thence South 16 degrees 10 minutes 07 seconds West along said centerline, a distance of 617.58 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 485.98 feet; thence South 46 degrees 22 minutes 00 seconds West a distance of 176.19 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 310.77 feet; thence South 29 degrees 54 minutes 00 seconds West a distance of 132.36 feet; thence South 45 degrees 24 minutes 00 seconds West a distance of 185.89 feet; thence South 88 degrees 52 minutes 14 seconds West a distance of 299.30 feet to the point of beginning, EXCEPTING therefrom the following described parcel:

(Homestead Property)

That part lying northerly of the following described line: Commencing at the southwest corner of said Northwest $\frac{1}{4}$ of Section 21; thence North 00 degrees 32 minutes 38 seconds West on an assumed bearing along the West line of said Northwest $\frac{1}{4}$, a distance of 648.81 feet to the point of beginning of the parcel to be described; thence North 89 degrees 49 minutes 52 seconds East a distance of 84.00 feet; thence North 00 degrees 32 minutes 38 seconds West a distance of 105.00 feet; thence South 89 degrees 49 minutes 52 seconds West a distance of 84.00 feet to said West line of the Northwest $\frac{1}{4}$; thence South 00 degrees 32 minutes 38 seconds East along said West line of the Northwest $\frac{1}{4}$, a distance of 105.00 to the point of beginning.

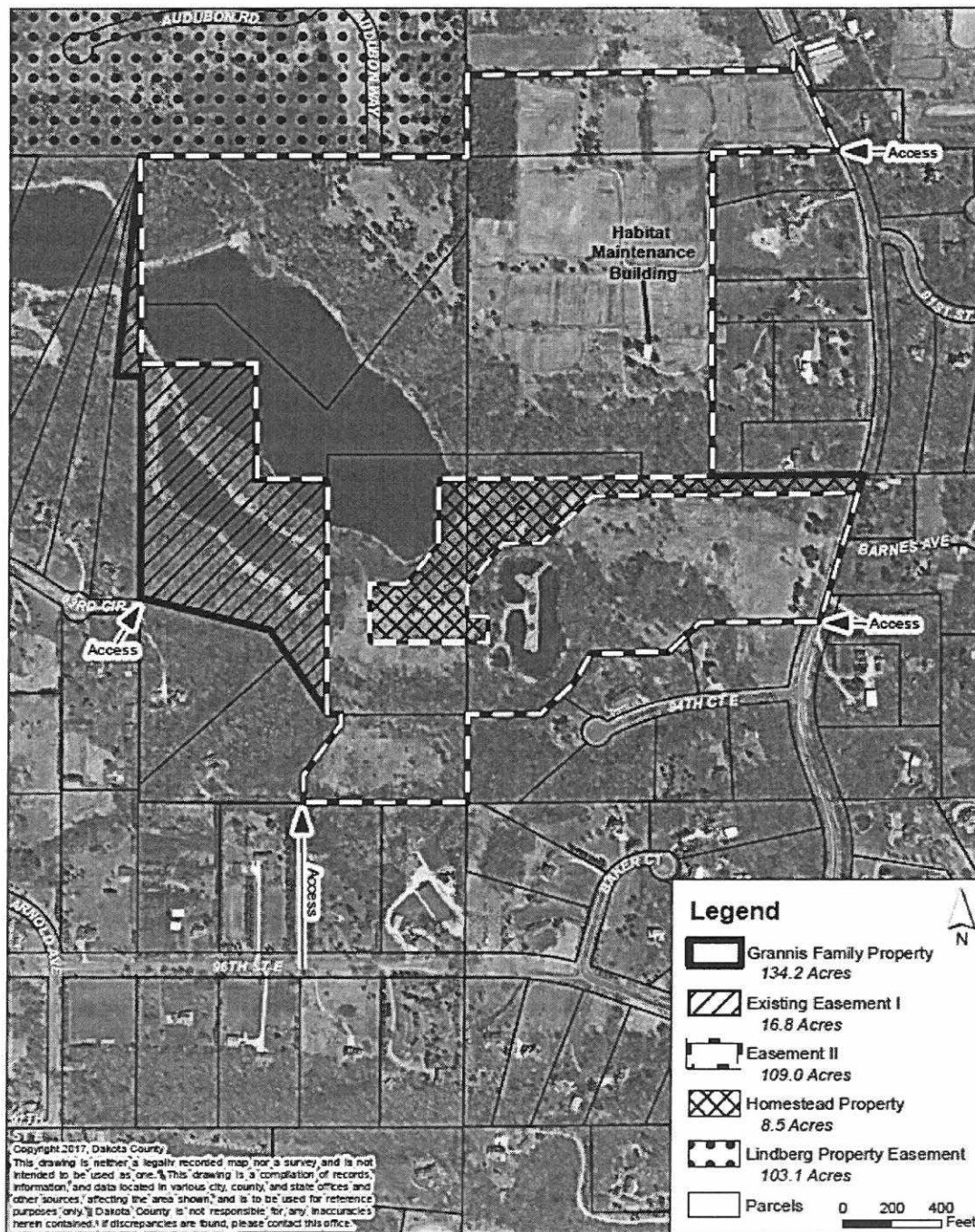
AND

Together with the west 700.00 feet of the south 100.00 feet of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27, Range 22, Dakota County, Minnesota.

Area = 125.8 acres

DAKOTA COUNTY LAND CONSERVATION PROGRAM

General Depiction of the Fee Title Acquisition of the Vance B. Grannis Jr. and Darlene R. Grannis Property



DAKOTA COUNTY LAND CONSERVATION PROGRAM

Legal Description of the Homestead Property on Vance B. Grannis Jr. and Darlene R. Grannis Property

That part of the East 565.00 feet of the North 950.00 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows

Beginning at the northeast corner of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20; thence North 89 degrees 48 minutes 48 seconds West on an assumed bearing along the North line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, a distance of 116.48 feet; thence South 00 degrees 11 minutes 18 seconds East a distance of 261.97 feet; thence South 39 degrees 36 minutes 04 seconds West a distance of 208.63 feet; thence North 89 degrees 48 minutes 48 seconds West a distance of 143.65 feet; thence South 00 degrees 11 minutes 18 seconds East a distance of 234.27 feet; thence South 89 degrees 48 minutes 48 seconds East a distance of 393.66 feet to the East line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 20; thence North 00 degrees 11 minutes 18 seconds West along said East line a distance of 657.42 feet to the point of beginning.

AND

That part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West, Dakota County, Minnesota lying northerly and westerly of the following described line: Commencing at the southwest corner of said Northwest $\frac{1}{4}$ of Section 21; thence North 00 degrees 32 minutes 38 seconds West on an assumed bearing along the West line of said Northwest $\frac{1}{4}$, a distance of 873.13 feet to the point of beginning of the line to be described; thence North 39 degrees 14 minutes 44 seconds East a distance of 227.18 feet; thence North 88 degrees 52 minutes 14 seconds East a distance of 154.62 feet; thence North 47 degrees 04 minutes 30 seconds East a distance of 277.58 feet; thence North 88 degrees 52 minutes 14 seconds East a distance of 1075.34 feet to the centerline of Barnes Avenue East; thence North 16 degrees 10 minutes 07 seconds East along said centerline a distance of 78.55 feet to the North line of said South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and said line there terminating.

AND

That part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows: Commencing at the southwest corner of said Northwest $\frac{1}{4}$ of Section 21; thence North 00 degrees 32 minutes 38 seconds West on an assumed bearing along the West line of said Northwest $\frac{1}{4}$, a distance of 648.81 feet to the point of beginning of the parcel to be described; thence North 89 degrees 49 minutes 52 seconds East a distance of 84.00 feet; thence North 00 degrees 32 minutes 38 seconds West a distance of 105.00 feet; thence South 89 degrees 49 minutes 52 seconds West a distance of 84.00 feet to said west line of the Northwest $\frac{1}{4}$; thence South 00 degrees 32 minutes 38 seconds East along said West line of the Northwest $\frac{1}{4}$, a distance of 105.00 to the point of beginning.

Area = 8.5 acres

DAKOTA COUNTY LAND CONSERVATION PROGRAM

General Depiction of the Homestead Property on the Vance B. Grannis Jr. and
Darlene R. Grannis Property



Goals of the Darvan Acres Outdoor Skills and Environmental Education Center

- A. Promote ecological preservation and sustainable land uses.
- B. Foster innovation and problem-solving for the environment as its core value.
- C. Provide preparatory experiences for engineers and innovators through an **IMAGINE** (Intellectual **MAG**net Interfacing **Nature** and **Engineering**) curriculum focus on nature, math, science, engineering, and technology aimed at grade levels 4 to 9.
- D. Develop programs that can be replicated elsewhere in Minnesota and the nation.
- E. Assist thousands of children in avoiding "nature deficit disorder" by providing compelling opportunities to be outside.
- F. Establish a first-class, environmentally immersed school where children (early childhood through K-12 and beyond) learn to recognize and identify plants, mammals, birds, reptiles, amphibians, fish, insects, and other species in their natural environment, while also stimulating their thinking, sense of adventure and desire to learn more in other areas as well.
- G. Immerse thousands of students, youth to seniors, in natural surroundings as they value and learn the importance of environmental stewardship with greater appreciation of our natural resources.
- H. Develop and conduct programs that will allow adults and youths to capture nature's beauty through a variety of art mediums including photography, painting, drawing, and sculpting.
- I. Provide outdoor skills training for all ages to perpetuate Minnesota's outdoor heritage.
- J. Use staff and volunteers with the requisite experience in their respective fields to design and teach a wide diversity of programs and classes.
- K. Partner with the local school district, community college and other educational institutions so that Education Center students will have the benefit of these institutions as well.
- L. Strengthen an already established partnership with the internationally recognized Wildlife Rehabilitation Center of Minnesota in releasing wildlife that was previously orphaned or injured, treated and transitioned back into the natural environment.
- M. Take the lead in conservation by using best practices in energy and building integration and by meeting or exceeding LEED standards. The Education Center will showcase current technology in geothermal heating and cooling, solar energy and wind technology.
- N. Use sustainable building practices, with recycled products in construction and teach the public the benefit energy conservation provides for protecting the environment.