

Option Termination Agreement

THIS OPTION TERMINATION AGREEMENT ("Agreement") is made as of _____ by and between VAUGHN GRANNIS and the REVOCABLE TRUST AGREEMENT OF VANCE B. GRANNIS, JR. DATED MARCH 20, 2020 (together "Optioner"), and COUNTY OF DAKOTA ("Optionee"). Optioner and Optionee are herein referred to together as the "Parties".

WITNESSETH

WHEREAS, Optioner and Optionee entered into a certain Option Agreement for Acquisition of Fee Interest of Property Subject to Permanent Natural Area Conservation Easements I and II, dated May 9, 2017 (Article I), which also included that certain Option for Fee Title Acquisition of Homestead Property (Article II) (collectively the "Option"), granting Optionee the exclusive right to acquire in fee simple the real property located and described in the attached **Exhibit A** (the "Property"); and

WHEREAS, a Memorandum of Option Purchase Agreement (the "Option Memo") dated May 10, 2017, was recorded by the Parties as Document No. 3192907 in the Office of the Dakota County Recorder for the purpose memorializing and giving public notice of the Option; and

WHEREAS, Optioner now seeks termination of the Option to pursue development of a nature conservancy center; and

WHEREAS, Optionee is amenable to terminating the Option to facilitate Optioner's proposal with the understanding that existing conservation easements over the Property running in favor of Optionee shall remain in full force and effect; and

WHEREAS, Optioner, in exchange for Optionee's agreement to terminate the Option is willing to convey certain easements over other real property owned by Optioner for purposes of highway right of way needs for Optionee's future Barnes Avenue Project (the "Project"); and

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Termination of the Option. The Parties hereby agree that the Option is terminated in its entirety, effective as of the date of this Agreement. Neither Party shall have any further rights, obligations or liabilities under the Option.
2. Conservation Easements. This Agreement solely applies to the Option, and in no way amends, modifies, invalidates, or otherwise changes the conservation easement described above, which shall remain in full force and effect.

3. Right of Way Donation. Optioner will convey by donation a permanent right-of-way easement for future county highway right-of-way needs for the Project. The Parties agree that the tracts of land over which this conveyance shall occur are located at 9047 Barnes Ave (PID: 20-02100-28-030) and 9075 Barnes Ave (PID: 20-02100-28-040) (the "Donation Tracts"). The donated easement will lie along a strip of land approximately 20 to 35 feet in width that is adjacent to Barnes Avenue.

At a future date as determined by Optionee, Optionee shall have said tracts appraised and a value established as to the rights to be conveyed by Optioner to Optionee. Optioner agrees to convey said rights to Optionee at no cost to Optionee, except that that Optioner reserves the right to receive compensation for any impacted site improvements (e.g. trees, landscaping) on the affected tracts attributable to the Project. This right shall not extend beyond the completion of Project construction.

4. Recording. This Agreement shall not be recorded, but a Memorandum of Termination of Option Purchase Agreement ("Termination Memo"), attached hereto as **Exhibit B**, will be executed by the Parties and recorded against the Property by Optionee with the Office of the Dakota County Recorder. The Termination Memo shall serve as public notice of the Optionee's relinquishment of its Option rights under this Agreement. The Parties shall further execute a Notice of Easement Donation, attached here as **Exhibit C**, to be recorded against the Donation Tracts to alert any subsequent interests of Optioner's commitments herein.
5. Further Cooperation. The Parties further agree to promptly execute deliver, file and record any and all other further instruments and documents that may be necessary to consummate this Agreement and/or cure any defect in the execution and delivery of this Agreement and the documents referenced herein, including, without limitation, a quitclaim deed or other conveyance instrument necessary to terminate or eliminate the Option.
6. Miscellaneous

- A. Continuing Effect. The provisions of the Agreement shall remain in full force and effect until the obligations herein are completely fulfilled.

- 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:

Eddie Buell, Real Estate Office Manager
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124

With Respect to Optioner:

Vaughn Grannis

3300 Crestmoor Bay
Woodbury, MN 55125

- C. Non-Joint Venture. The Parties agree that nothing contained herein shall be considered a partnership or joint venture undertaken by the Parties
- D. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Dakota County, Minnesota.
- E. Representation by Counsel. 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 legal counsel, whether Optioner has elected to consult with counsel or not. Optioner has read and understands that 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 the other provisions 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 effect the meaning of any of the provisions of 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 other counterpart identical thereto except having attached to it additional signature pages, Signature pages of this Agreement transmitted to a 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 insure to the benefit and the successors and assigned of all Parties hereto.

IN TESTIMONY WHEREOF, the Parties have caused this Agreement to be executed the date last signed below:

OPTIONER

_____ Date: _____

Vaughn Grannis

_____ Date: _____

Vaughn Grannis, as Trustee for the Revocable Trust Agreement of Vance B. Grannis, Jr. dated March 20, 2020.

OPTIONEE

County of Dakota

_____ Date: _____

Mike Slavik, Chair

Dakota County Board of Commissioners

Approved as to form:

Joe Marek, Asst. Co. Atty

KS-25-392

Board Res. No. 25-_____

Exhibit A

Legal Description of the Property

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.

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.

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

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

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

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:

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 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

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:

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

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.

AND

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.

MEMORADUM OF TERMINATION OF OPTION PURCHASE AGREEMENT

Pursuant to the terms of an unrecorded Option Termination Agreement with an effective date of _____ by and between VAUGHN GRANNIS and the REVOCABLE TRUST AGREEMENT OF VANCE B. GRANNIS, JR. DATED MARCH 20, 2020 (together "Optioner"), and COUNTY OF DAKOTA ("Optionee"), notice is hereby given of the termination of certain option rights as set forth herein.

WHEREAS, on May 9, 2017, Optioner's predecessors in interest and Optionee entered into an agreement giving Optionee exclusive rights to purchase fee title to certain tracts of land now owned by Optioner (the "Property"). Said agreement and the legal description of the Property encumbered thereby being memorialized by the Memorandum of Option Purchase Agreement, recorded as Document No. 3192907 in the Office of the Dakota County Recorder, on May 24, 2017 ("Memo").

WHEREAS, pursuant to the terms of their unrecorded Option Termination Agreement, the parties now wish to terminate the Option and, in doing so, release any interest evidenced by the Memo.

NOW, THEREFORE, Optioner and Optionee do hereby covenant, promise, and agree as follows:

1. Optionee hereby releases, relinquishes, waives and quitclaims to Optioner all of its rights under the agreement described in the Memo, including, without limitation, Optionee's option to purchase fee title to the Property, and acknowledges that said option is hereby terminated, cancelled, and otherwise nullified.
2. The Parties agree that Optioner shall be free to openly market fee title to the Property subject to any other encumbrances of record, which shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Termination of Option Purchase Agreement as of the date first above written.

[INTENTIONALLY BLANK – SIGNATURES FOLLOW]

OPTIONER

Vaughn Grannis

Vaughn Grannis, as Trustee for the Revocable Trust Agreement of Vance B. Grannis, Jr. dated March 20, 2020.

STATE OF MINNESOTA)
) SS.
COUNTY OF Dakota)

This instrument was acknowledged before me on the _____ of _____, 2025 by Vaughn Grannis, in his personal capacity, and Vaughn Grannis, as Trustee for the Revocable Trust Agreement of Vance B. Grannis, Jr. dated March 20, 2020.

(Affix Notary Stamp)

Notary Public

OPTIONEE

County of Dakota

Mike Slavik, Chair

Dakota County Board of Commissioners

Attest:

Jeni Reynolds

Clerk to the Board

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

This instrument was acknowledged before me on the _____ of _____, 2025, by Mike Slavik, Chair of the Board of Commissioners for County of Dakota, a political subdivision of the State of Minnesota, and Jeni Reynolds, Clerk to the Board of Commissioner for the County of Dakota, on behalf of the County of Dakota.

Notary Public

This Instrument Drafted by & Return To:

Dakota County Physical Development Administration-Real Estate

14955 Galaxie Avenue

Apple Valley, MN 55124

Exempt from filing or recording fees pursuant to Minnesota Statute § 386.77.

Exempt from deed tax per MN § 287.22(13).

Memorandum of Agreement

Pursuant to the terms of an unrecorded agreement with an effective date of _____ by and between VAUGHN GRANNIS and the REVOCABLE TRUST AGREEMENT OF VANCE B. GRANNIS, JR. DATED MARCH 20, 2020 (together "Grantor"), and COUNTY OF DAKOTA ("Grantee"), notice is hereby given of Grantor's pledge of certain easement rights to Grantee as set forth herein.

WHEREAS, Grantor and Grantee entered into an agreement terminating certain option rights held by Grantee over real property owned by Grantor, and

WHEREAS, in exchange for Grantee's release of said option rights, Grantor agreed to donate certain easement rights to Grantee other real property owned by Grantor, as more particularly described below.

NOW, THEREFORE, the parties agree as follows:

1. Grantor hereby pledges, pursuant to the unrecorded agreement with Grantee, to convey certain permanent easement rights over the tracts of land legally described as follows:

See Exhibit A

Said easement shall be more completely described at a future date but are generally understood by the parties to be located in a corridor of property not to exceed 35 feet in width that is adjacent on one side to the existing Barnes Avenue right of way. Said easement is to be used for highway improvement and other purposes ancillary thereto.

2. This instrument shall serve as Grantee's reservation of rights in the above-described area and Grantor shall not pledge, improve, or otherwise encumber said area without Grantee's express permission. This agreement shall run with the land and be binding on Grantor's successors and assigns.
3. As soon as practical, the parties will execute and record deeds more particularly describing the easements reserved hereby, the recordation of which shall serve to formally define and memorialize Grantee's interests.

This Memorandum of Agreement executed under seal as of the date last signed below.

GRANTOR

Vaughn Grannis

Vaughn Grannis, as Trustee for the Revocable Trust Agreement of Vance B. Grannis, Jr. dated March 20, 2020.

STATE OF MINNESOTA)
) SS.
COUNTY OF Dakota)

This instrument was acknowledged before me on the _____ of _____, 2025 by Vaughn Grannis, in his personal capacity, and Vaughn Grannis, as Trustee for the Revocable Trust Agreement of Vance B. Grannis, Jr. dated March 20, 2020.

(Affix Notary Stamp)

Notary Public

GRANTEE

County of Dakota

Mike Slavik, Chair

Dakota County Board of Commissioners

Attest:

Jeni Reynolds

Clerk to the Board

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

This instrument was acknowledged before me on the _____ of _____, 2025, by Mike Slavik, Chair of the Board of Commissioners for County of Dakota, a political subdivision of the State of Minnesota, and Jeni Reynolds, Clerk to the Board of Commissioner for the County of Dakota, on behalf of the County of Dakota.

Notary Public

This Instrument Drafted by & Return To:

Dakota County Physical Development Administration-Real Estate

14955 Galaxie Avenue

Apple Valley, MN 55124

Exempt from filing or recording fees pursuant to Minnesota Statute § 386.77.

Exempt from deed tax per MN § 287.22(13).

Legal Description of Property**PID 20-02100-28-030**

All that part of the following described lands, Commencing at the intersection of the North line of Section Twenty-one (21), Township Twenty-seven (27), Range Twenty-two (22), and the centerline of SAR No. 73, also known as the German Road, said point being 1501.3 feet East of the Northwest corner of said Section, thence site East and turn Southerly 65 degrees 56 minutes along the centerline of said road 61 feet to the beginning of a 5 degree 30 minute curve to the right, said curve having a central angle of 21 degrees 06 minutes a distance of 111.8 feet to the point of beginning of the property to be described, thence continuing along said curve 272 feet, thence tangent to said curve 73.6 feet, thence West and parallel to the North line of said Section 638.3 feet, thence deflect to the right 90 degrees 50 minutes, 280 feet thence deflect to the right 76 degrees 49 minutes, 281.6 feet, thence East and parallel to said Section line 306.5 feet to the point of beginning, lying within the following described lands, to-wit: The East 10 acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), and all West of the German Road of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), all in Section Twenty-one (21), Township Twenty-seven (27), Range Twenty-two (22),

ALSO

That part of the East 10 acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), and that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-one (21), Township Twenty-seven (27), Range Twenty-two (22) lying West of S.A.R. No. 73, described as follows: Commencing at a point on the North line of said Section Twenty-one (21), distant 987.75 feet East of the Northwest corner of said Section Twenty-one (21), said point being on the West line of said East 10 acres, thence sight East along said North line and deflect to the right 90 degrees 50 minutes along the West line of said East 10 acres 500 feet to the point of beginning of the property to be described; thence East and parallel with the said North line 638.3 feet to the center of S.A.R. No. 73; thence deflect to the right 87 degrees 02 minutes along the centerline of said S.A.R. No. 73, a distance of 20.49 feet; thence West and parallel with the said North line a distance of 639.66 feet to the West line of said East 10 acres; thence North 20.46 feet to the point of beginning; according to the Government Survey thereof.

AND

PID 20-02100-28-040

That part of the East 10 acres of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and that part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 27, Range 22, lying West of State Aid Road No. 73 described as follows: Commencing at a point on the North line of said Section 21 a distance of 987.75 feet East of the Northwest corner of said Section 21, said point being on the West line of said East 10 acres; thence sight East along said North line and deflect to the right 90 degrees 50 minutes along the West line of said East 10 acres 520.46 feet to the point of beginning of the property to be described; thence East and parallel with said North line 639.66 feet to the

centerline of State Aid Road No. 73; thence deflect to the right 87 degrees 02 minutes along the centerline of said State Aid Road No. 73 a distance of 169.40 feet; thence West and parallel with said North line 650.89 feet, thence North 169.2 feet to the point of beginning, Dakota County, Minnesota.

Together with and subject to the driveway easement of record.

All in Dakota County, Minnesota.