

August 11, 2026

MBAU Administrator
Minnesota Court of Administrative Hearings
P.O. Box 64620
St. Paul, MN 55164-0620

Subject: Shakopee Annexation – Jackson Township Parcels

Dear Administrator:

This letter shares details on a recent annexation of property from Jackson Township, which includes approximately 62 acres comprised of the following 11 properties located within Jackson Township: Property Identification #'s 069150011, 069150360, 069150346, 060360020, 060360030, 069140120, 069140130, 069140160, 069140170, 069140140 and the right-of-way of 125th Street West located east of Old Brick Yard Road/CR 69.

The Annexation includes public rights-of-way, Scott County property, and private properties, including the Weber, Breeggemann, Melchior and Bauer properties along Old Brick Yard Road/CR 69.

Attached is a Resolution and supporting documentation that the City Council approved, and states the findings that support the Council's approval of this annexation. City Staff did share details of this request with Jackson Township staff (including holding a joint City/Township meeting and sending the public hearing notice and map of proposed annexation area), posted the public hearing notice, mailed public hearing notices to property owners within 500 feet of this property, and and talked with several adjacent property owners; none of which expressed opposition to this request. Reimbursements to the Township will occur consistent with the Orderly Annexation Agreement approved in 2018.

Please review the attached Resolution and supporting information, and contact me with any questions or concerns. I can be reached at 952-233-9348, or at mnoble@shakopeemn.gov. Thank you for your consideration.

Sincerely,



Mark Noble
Senior Planner

Attachments

RESOLUTION R2025-035

**A RESOLUTION ANNEXING PROPERTY FROM JACKSON TOWNSHIP
PURSUANT TO AN EXISTING ORDERLY ANNEXATION AGREEMENT**

WHEREAS, the City of Shakopee ("City") and Jackson Township ("Town") entered into a "Joint Resolution for Orderly Annexation between the Town of Jackson & the City of Shakopee", that was filed with the Minnesota Municipal Board on March 6, 2018, accepted by the Municipal Board on March 12, 2018, and which is identified as Docket No. OA-1694 ("Orderly Annexation Agreement");

WHEREAS, the entire Town was designated for future annexation under the Orderly Annexation Agreement and the City may annex property from the Town in accordance with the terms and conditions of the Orderly Annexation Agreement;

WHEREAS, The City of Shakopee has applied to annex property as shown on the 2025 Jackson Township Annexation Map;

WHEREAS, the City has notified the Township of the request for annexation;

WHEREAS, the City finds and determines as follows with respect to the requested annexation:

- a. Under Section II, paragraph 7 of the Orderly Annexation Agreement, "The City may in accordance with the staging schedule contained in Section 11.9 and without a petition of the property owners, annex undeveloped property, or multiple undeveloped properties, within the Township if at least twenty-five (25) percent of the boundary of the subject property, or combination of contiguous properties, abuts the City's municipal boundary.";
- b. Under Section II, paragraph 8 of the Orderly Annexation Agreement, "The City may in accordance with the staging schedule contained in Section 11.9 and without a petition of the property owners, annex undeveloped property, or multiple undeveloped properties, within the Township if at least twenty-five (25) percent of the boundary of the subject property, or combination of contiguous properties, abuts the City's municipal boundary.";
- c. The Annexation Areas share 100%, 31.64%, 39.2%, and 73.85% of the boundary of the subject properties with the City of Shakopee, which more than satisfies the minimum 25% of the boundary required by the Orderly Annexation Agreement;
- d. Under Section II, paragraph 9 of the Orderly Annexation Agreement, "Attached to this Agreement as Exhibit A is an Annexation Staging Area Map. If all of the other requirements for annexation contained in this Agreement are met, property within the Annexation Staging Area is eligible for City-initiated annexation in accordance with the following schedule:";
- e. The City determines that annexing the Annexation Areas pursuant to this Resolution is consistent with the terms and conditions of the Orderly Annexation Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Shakopee as follows:

1. The recitals set out above and the exhibits attached hereto are incorporated in and made part of this Resolution.
2. The Annexation Areas identified as shown on the 2025 Jackson Township Annexation Map are hereby annexed into the municipal boundaries of the City of Shakopee effective upon the issuance of the Chief Administrative Law Judge's order.
3. Pursuant to Minn. Stat. § 414.0325, subd. 1(h) and Section I, paragraph 2 of the Orderly Annexation Agreement, the Chief Administrative Law Judge may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this Resolution.
4. The Annexation Area is subject to local property taxes and, pursuant to the Orderly Annexation Agreement, the City is required to make tax reimbursement payments to the Town related to this annexation.
5. Notwithstanding anything to the contrary in the Orderly Annexation Agreement, the parcels identified with Property Identification #s 069140170, 069140160, and 069140130 shall pay property taxes to the City after annexation based on the Township's tax rate, not the City's tax rate, until the parcels are sold or transferred, at which time the parcels shall pay any taxes due to the City based on the City's tax rates. Nothing in this provision affects the City's obligation to reimburse the Township for taxes pursuant to Section III of the Orderly Annexation Agreement.
6. The construction method utilized to extend sanitary sewer through the parcel with Property Identification # 069140130 must be underground boring, not excavation, so that the rare trees and forest on that parcel are preserved.
7. City staff is authorized and directed to file this Resolution with the Office of Administrative Hearings - Municipal Boundary Adjustments Office ("Boundary Adjustments Office").
8. In the event the Boundary Adjustments Office identifies any errors, omissions, or other problems with the attached map or legal description, City staff is hereby authorized to make such corrections as may be needed to accomplish the purpose of this Resolution.

Adopted in adjourned regular session of the City Council of the City of Shakopee, Minnesota, held this 15th day of April, 2025.



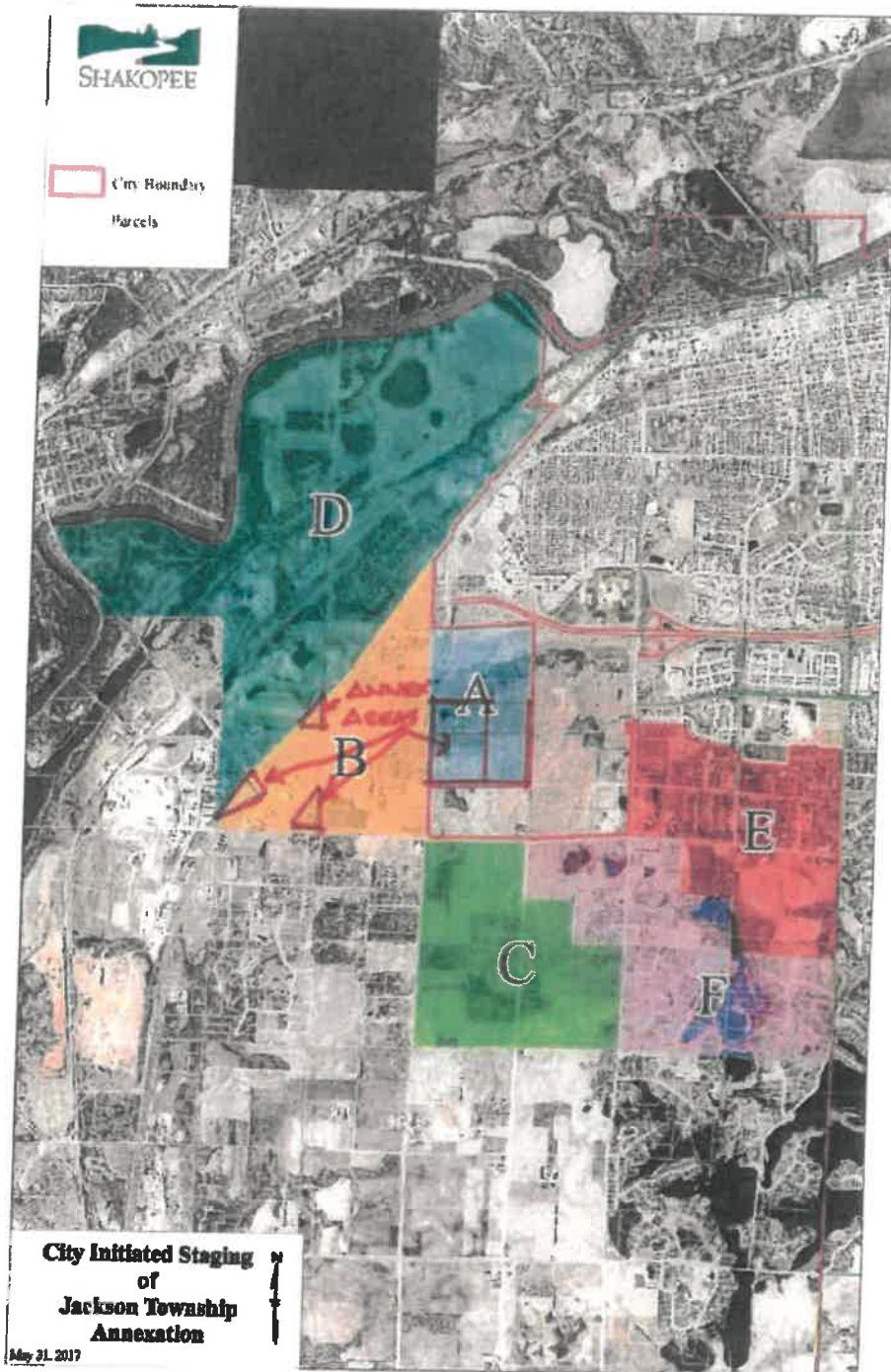
Mayor of the City of Shakopee

ATTEST:

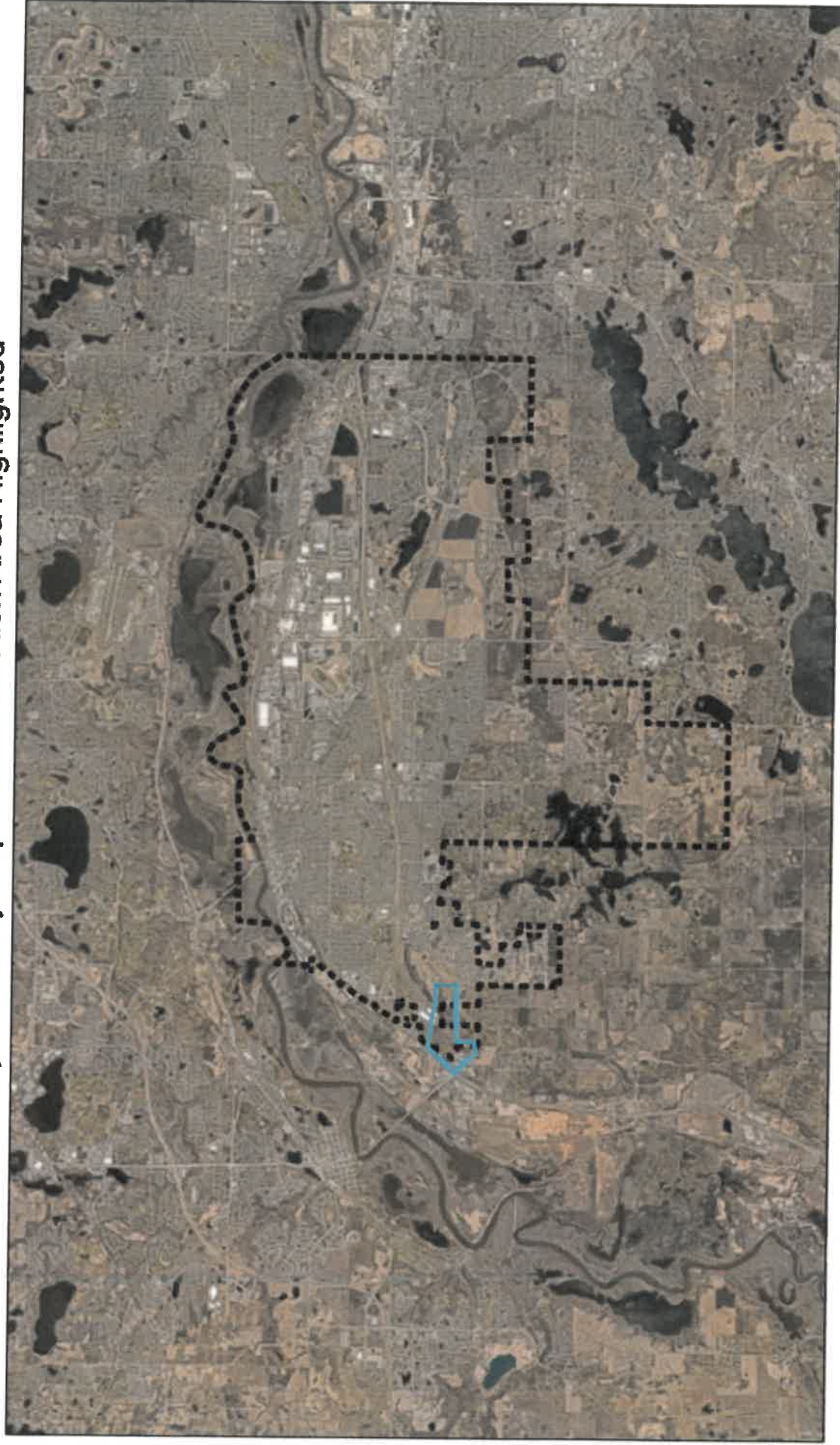


Richard Parsons, City Clerk

EXHIBIT B

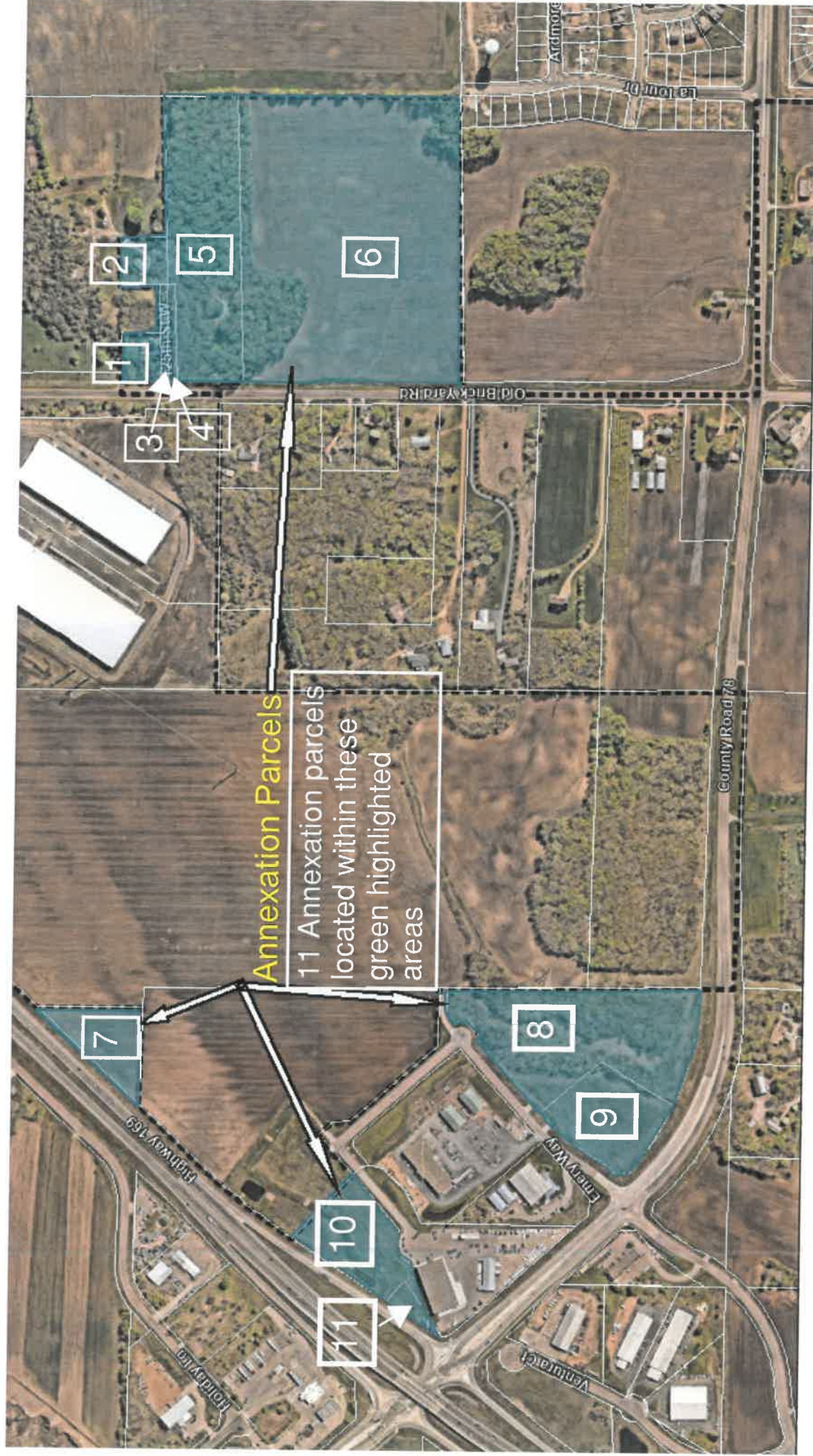


City Boundary Map with Annexation Area Highlighted

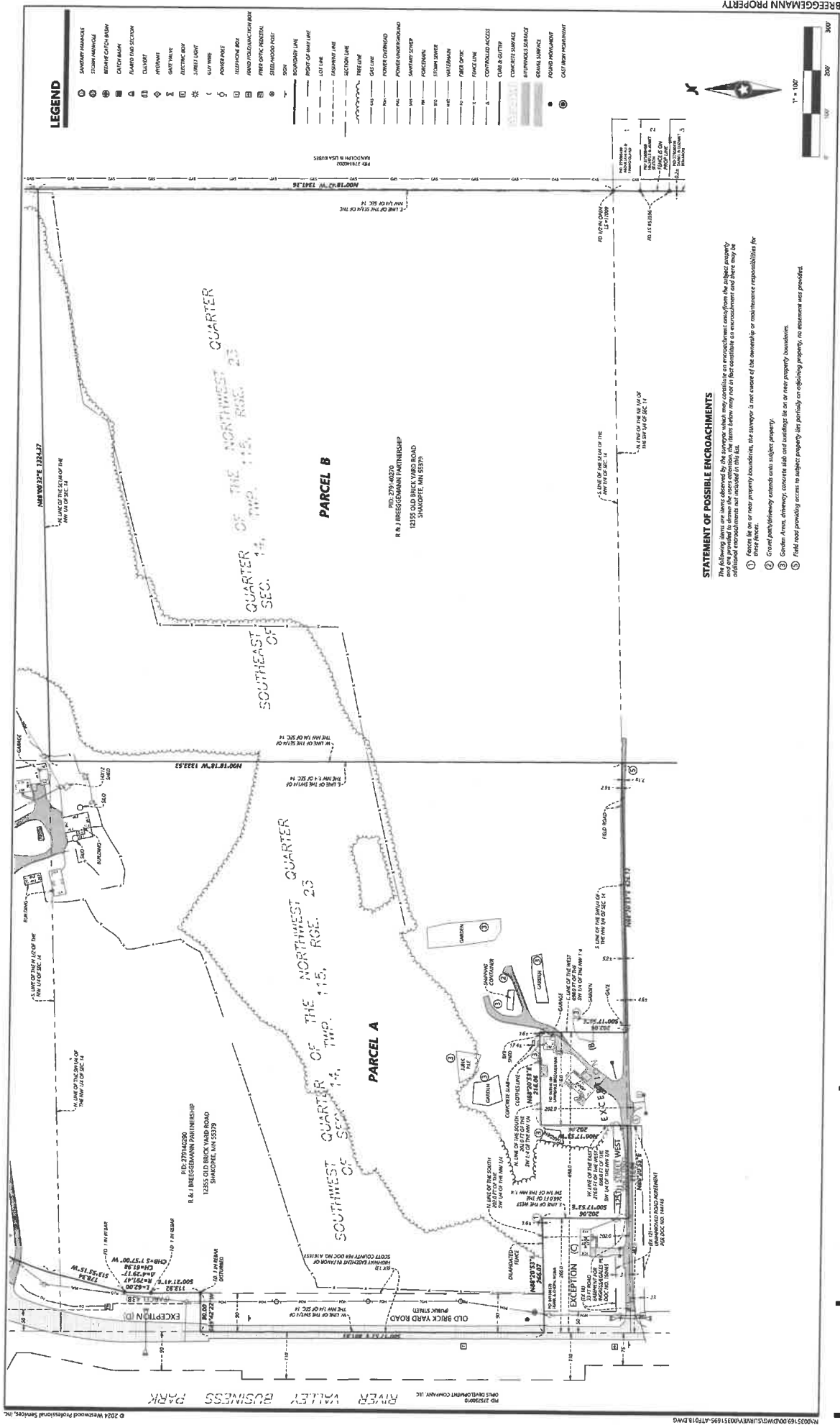


8/17/2026, 3:35:55 PM

Shakopee Municipal Boundary



2025 Jackson Township Annexation



NO. 035169.00DWG15UNITS-00351695-477918.DWG

© 2024 Westwood Professional Services, Inc.

DATE: 02/20/2024

PROJECT NUMBER: 0035169.00

3 OF 4

ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER

PREPARED FOR:
SUMMERGATE COMPANIES LLC
17305 CEDAR AVENUE, SUITE 200
LAMBETH, MINNESOTA 55044

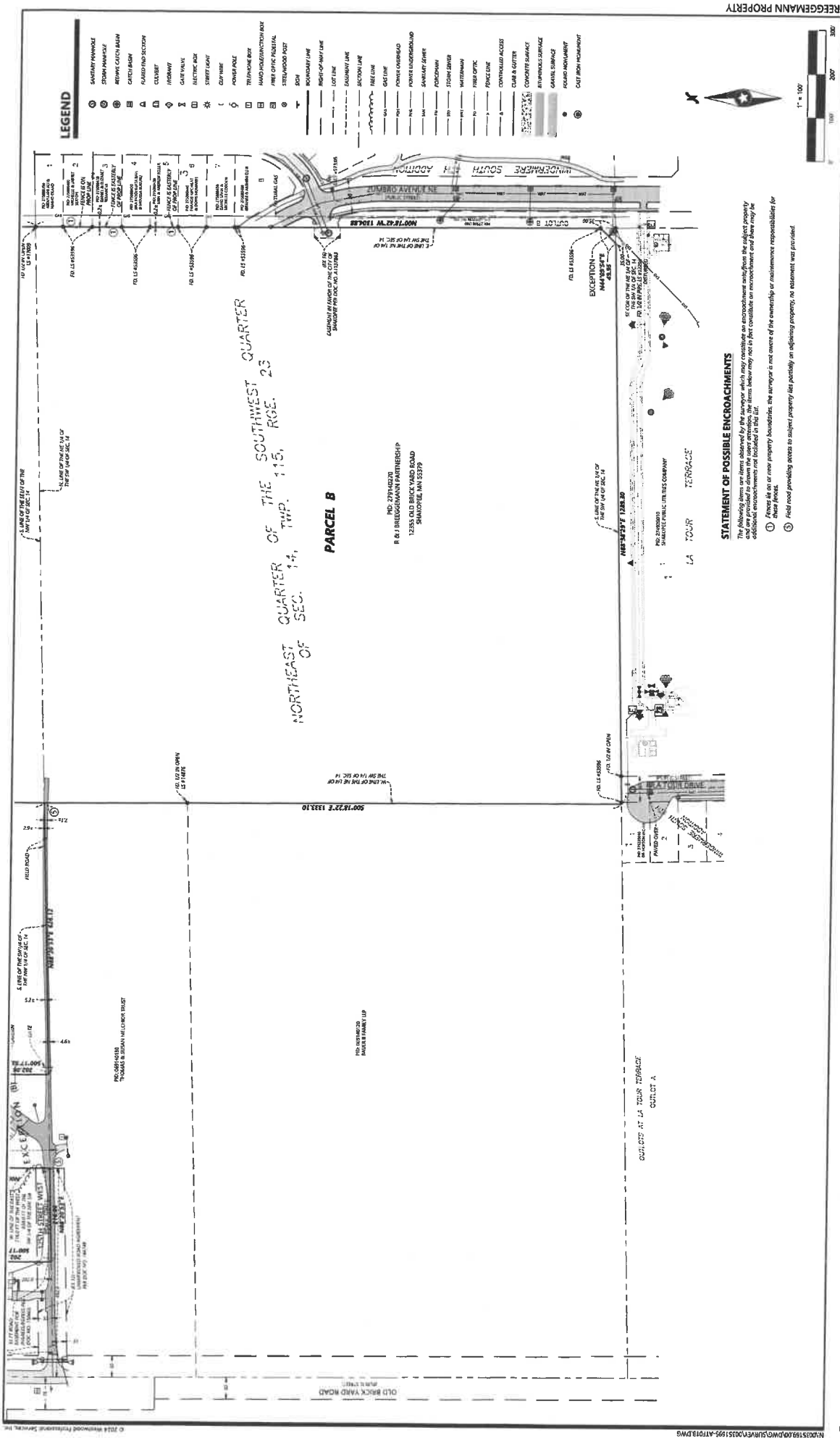
WESTWOOD
12111 Highway 100, Suite 8000
Minneapolis, MN 55426
Phone: (612) 333-3300
Fax: (612) 333-3301
www.westwoodsurvey.com

BREGGEMANN PROPERTY
SHAKOPEE, MINNESOTA

STATEMENT OF POSSIBLE ENCROACHMENTS

The following items are items observed by the surveyor which may constitute an encroachment onto/upon the subject property and are shown on this map. These items may not be an actual encroachment as they may be additional encroachments not included in this list.

1. Fences lie on or near property boundaries, the surveyor is not aware of the ownership or maintenance responsibility for these fences.
2. Concrete path/gateway extends onto subject property.
3. Garden Area, driveway, concrete slab and walkways lie on or near property boundaries.
5. Field road providing access to subject property, lies partially on adjoining property, no easement was provided.



DATE: 03/10/2024
DRAWN BY: [Redacted]
CHECKED BY: [Redacted]
SCALE: 1"=100'
SHEET NUMBER: 4 OF 4
PROJECT NUMBER: 0035169.00

DATE: 02/20/2024

PREPARED FOR:
SUMMERGATE COMPANIES LLC
17505 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA 55044

BREEGEMANN PROPERTY
SHAKOPEE, MINNESOTA

Westwood
17505 CEDAR AVENUE, SUITE 200
LAKEVILLE, MINNESOTA 55044
TEL: 952.441.4444
FAX: 952.441.4444
WWW.WESTWOODSURVEYING.COM

ALTA/NPS LAND TITLE SURVEY

Parcel #1



Doc. No. A 835794

OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on

09-10-2009 at 11:45 Receipt: 505303

Janice From, Acting County Recorder 01

Fee: \$ 46.00

(Top 3 inches reserved for recording data)

TRANSFER ON DEATH DEED
by Married Grantor Owners Owning
Property As Joint Tenants
Minn. Stat. 507.071

Minnesota Uniform Conveyancing Blanks
Form 10.8.3 (2009)

NO DEED TAX DUE
pursuant to Minn. Stat. 287.22(15)

DATE: AUGUST 19, 2009
(month/day/year)

FRANK WILLIAM WEBER AND
(insert names of both Grantor Owners)

CHERYL LYNN WEBER

married to each other ("Grantor Owners"), hereby convey and quitclaim to

CORTNEY LEA SWENSEN AND
(insert name of each Grantee Beneficiary)

KELLY ELIZABETH WEBER ("Grantee Beneficiary"), effective
on the death of the last of the Grantor Owners to die, real property in SCOTT
County, Minnesota, legally described as follows:

SEE EXHIBIT A : WARRANTY DEED

B: HIGHWAY EASEMENT

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

NOTE: This deed should be used only when the Grantor Owners are married to each other and own the real property as joint tenants. If the Grantor Owners are married to each other and own the real property as tenants in common, see Form 10.8.2.

Pursuant to Minn. Stat. 507.071, subd. 8, this deed must be recorded before the death of the Grantor Owner upon whose death the conveyance or transfer is effective.

If checked, the following optional statement applies:

- ☒ When effective, this instrument conveys any and all interests in the described real property acquired by the Grantor Owners before, on, or after the date of this instrument.

Grantor Owners

Cheryl Lynn Weber
(signature)

Frank W. Weber
(signature)

State of Minnesota, County of Scott

This instrument was acknowledged before me on August 19, 2009, by
(month/day/year)

Cheryl Lynn Weber
(insert names of Grantor Owners)
FRANK W. Weber, married to each other.

(Seal, if any)



Jane Von Bank
(signature of notarial officer)

Title (and Rank): Vice President

My commission expires: January 31, 2010
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

* CHERYL WEBER
1980 125 ST. W.
STARKVILLE, MN.
55379

Exhibit A

The West 266.0 feet of the South 202 feet of the Southwest Quarter of the Northwest Quarter, Section 14, Township 115, Range 23, Scott County, Minnesota, containing 1.24 acres.

069140170

HIGHWAY EASEMENT

Parcel No. 20

EXHIBIT B

Frank William Weber & Cheryl L. Weber, husband & wife

The Westerly 50.00 feet of the following described land:

The West 266.00 feet of the South 202.00 feet of the Southwest Quarter of the Northwest Quarter of Section 14, Township 115 North, Range 23 West.

Containing 0.079 acres in addition to the existing Highway right-of-way.

Parcel #2


RECEIVED BY CAH
August 18, 2026

Receipt:# 714370

TODD \$46.00

Return to:
SIMPLIFILE
5072 N 300 W

PROVO UT 84604

A1161510



Certified Filed and/or recorded on:

8/2/2022 10:44 AM

Office of the County Recorder
Scott County, Minnesota
Julie K. Hanson, County Recorder

(Top 3 inches reserved for recording data)

TRANSFER ON DEATH DEED
by Married Grantor Owners Owning
Property As Joint Tenants

NO DEED TAX DUE pursuant to Minn. Stat. 287.22(15)

DATE: August 1, 2022

Lawrence J. Breeggemann and Barbara Jean Breeggemann, married to each other ("Grantor Owners"), hereby convey and quitclaim to Lawrence J. Breeggemann and Barbara J. Breeggemann or their Successors as Trustees of the Breeggemann Family Trust dated August 1, 2022 ("Grantee Beneficiary"), effective on the death of the last of the Grantor Owners to die, real property in Scott County, Minnesota, legally described as follows:

See Exhibit A

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Note: This deed should be used only when the Grantor Owners are married to each other and own the real property as joint tenants. If the Grantor Owners are married to each other and own the real property as tenants in common, see Form 10.8.2.

Pursuant to Minn. Stat. 507.071, subd. 8, this deed must be recorded before the death of the Grantor Owner upon whose death the conveyance or transfer is effective.

If checked, the following optional statement applies:

- ☒ When effective, this instrument conveys any and all interests in the described real property acquired by the Grantor Owners before, on, or after the date of this instrument.

Grantor Owner

Lawrence J. Breeggemann

Lawrence J. Breeggemann

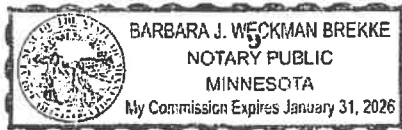
Barbara Jean Breeggemann

Barbara Jean Breeggemann

State of Minnesota, County of Scott

This instrument was acknowledged before me on August 1, 2022, by Lawrence J. Breeggemann and Barbara Jean Breeggemann, married to each other.

(Stamp)



Barbara J. Weckman Brekke

(signature of notarial officer)

Title (and Rank): *Notary Public*

My commission expires: *January 31 2026*

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Brekke, Clyborne & Ribich, L.L.C.
Barbara J. Weckman Brekke
Attorney No. 0349434
287 Marshall Road, Suite 201
Shakopee, MN 55379
(952) 402-9410

Exhibit A

The East 246.0 feet of the West 698.0 feet of the South 202.0 feet of the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$ of the NW $\frac{1}{4}$) Section 14, Township 115, Range 23, Scott Co., Minnesota. Subject to a road easement across the south 33 feet thereof. Containing 1 acre

Also: granting an appertinent road easement for ingress and egress across the South 33 feet of the West 482 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 14, T. 115, R. 23, Scott Co., Minnesota.



RECEIVED BY CAH

August 18, 2026

AGREEMENT

This agreement, made and entered into this 11TH day of DECEMBER, 1974, by and between JOSEPH AND RITA BREEGEMANN, LARRY and BARBARA BREEGEMANN, HELGA KOCH, and THOMAS and SUSAN MELCHIOR

hereinafter referred to as the parties of the first part, and Jackson Township, Scott County, Minnesota, hereinafter referred to as the party of the second part:

In consideration of the sum of one dollar and other good and valuable consideration paid by the parties of the first part to the party of the second part, the sum of one dollar and other good and valuable consideration paid by the party of the second part to the parties of the first part, and in consideration of their mutual promises to each other, hereinafter stated, the parties all covenant and agree as follows:

Whereas, there currently exists an unimproved road within Jackson Township described as being over, across and on the South 33 feet of the West 482 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Sec. 14, Twp. 115, Range 23, Scott County, MN and also the North 33 feet of the West 482 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Sec. 14, Twp. 115, Range 23, Scott County, MN, said road running generally in an East-West direction, and

Whereas, at some time in the future it is contemplated that the aforesaid road should and will be extended in an Easterly direction so as to extend fully over, across and on all of the South 33 feet of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the North 33 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Sec. 14, Twp. 115, Range 23, Scott County, MN, and

Whereas, the existing unimproved road has no hard surface and is only a gravel road, and

Whereas, the township has accepted and maintained the said existing road, and

Whereas, all parties recognize and acknowledge the fact that said existing road should be improved and a hard surface constructed prior to any additional use or increase in the amount of traffic on it, and

Whereas, all parties agree and recognize that the extension of the said road as aforesaid would increase the use of the existing road, and

Whereas, all parties agree that if the said road is extended to the East and the said extension is constructed as an improved road with a hard surface, that it would not be advisable to leave the existing road in an unimproved condition without a hard surface, and

Whereas, all parties agree that if the said road is extended in an Easterly direction that it should only be so extended if constructed with a hard surface (blacktop, etc.); and only so extended if the existing road is also improved and like hard surface (blacktop, etc.) is constructed on it, and

Whereas, any such road improvements or constructions should be in agreement with the Scott County Ordinance concerning such improvements and construction, and

Whereas, any such improvement of the said existing road and any such construction of the additional road should be so done so that when completed the road is a full 66 feet wide for its entirety, and

Whereas, the parties of the first part herein together as a group of individual land owners own all the land in both the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ all in Sec. 14, Twp. 115, Range 23, Scott County, Minnesota (except the aforesaid existing road as aforesaid), and

Whereas, the parties of the first part and the party of the second part wish to agree on the method to be followed for improve-

ment of the existing road and the construction of the extension of the said road in an Easterly direction, and to reduce their agreement to writing.

NOW THEREFORE, it is mutually agreed by and between the parties hereto, their heirs, executors, administrators, successors and assigns, as follows:

1. The parties of the first part shall not apply to Jackson Township or Scott County for any building permits for new construction on any property adjacent to the aforesaid existing road or the Easterly extension thereof until such time as provision is made for the construction of the Easterly extension thereof with a hard surface (blacktop) together with the improvement of the existing road with a like hard surface (blacktop).

2. The parties of the first part shall not apply to Jackson Township for the acceptance by Jackson Township of the Easterly extension of said road as a township road until such time as provision is made for the construction of the Easterly extension thereof with a hard surface (blacktop) together with the improvement of the existing road with a like hard surface (blacktop).

3. Jackson Township shall not accept as a township road any extension of the aforesaid road until such time as provision is made for the construction of the Easterly extension of said road with a hard surface (blacktop) together with the improvement of the existing road with a like hard surface (blacktop).

4. The construction of the said Easterly extension of said road together with the improvement of the existing road shall be completed so as the total road across the entire quarter-quarter shall be when completed of a nature that would comply with all then existing Scott County ordinances for the construction of a totally new road.

5. That the cost of the construction of the Easterly extension of said existing road together with the cost of the improvement of said existing road as aforesaid, shall be born by the parties of the first part, their heirs, executors, administrators and assigns according to the law of the State of Minnesota.

6. The failure to provide for said construction and improvement as aforesaid shall be basis and grounds for the denial of any building permit for any new construction on any property adjacent to the aforesaid existing road or its Easterly extension thereof.

7. This agreement shall in no way limit the right of any of the parties of the first part to sell or otherwise dispose of any part or all of their real property. Further, this agreement shall in no way limit the right of any of the parties of the first part or their heirs, executors, administrators, successors or assigns from petitioning or otherwise making application to the appropriate governing body for the improvement of the above said road and its Easterly extension as aforesaid. And further, if any such governing body, according to law, determines that the aforesaid road and its Easterly extension shall be improved, it is hereby agreed by and among all the parties of the first part hereto that each shall pay his or her proportionate share of the costs of the improvement as provided by law.

Joseph Breeggemann

Joseph Breeggemann

Rita Breeggemann

Rita Breeggemann

Larry Breeggemann

Larry Breeggemann

Helga Koch

Helga Koch

Thomas E. Melchior

Thomas E. Melchior

Susan M. Melchior

Susan M. Melchior

JACKSON TOWNSHIP

BY: Morbert Thera

Raymond C. Lyphard

STATE OF MINNESOTA)
COUNTY OF Scott) SS.

On this 13th day of December, 1977, before me, a notary public, within and for said County, personally appeared Joseph Breeggemann and Rita Breeggemann, his wife, to me known to be the persons described in, and who executed the foregoing agreement and acknowledged that they executed the same as their free act and deed.

Dore E. Reuter
Notary Public Scott County, MN
My Commission Expires 1-16-79

STATE OF MINNESOTA)
COUNTY OF Scott) SS.

On this 13th day of December, 1977, before me, a notary public, within and for said County, personally appeared Larry Breeggemann and Darlene Breeggemann, his wife, to me known to be the persons described in, and who executed the foregoing agreement and acknowledged that they executed the same as their free act and deed.

Dore E. Reuter
Notary Public Scott County, MN
My Commission Expires 1-16-79

STATE OF MINNESOTA)
COUNTY OF Lennox) SS.

On this 11 day of Dec, 1977, before me, a notary public, within and for said County, personally appeared Helga Koch, a single person, to me known to be the person described in, and who executed the foregoing agreement and acknowledged that she executed the same as her free act and deed.

Mabel Batchelor
Notary Public Lennox County, MN
My Commission Expires June 1 - 1977

STATE OF MINNESOTA)
COUNTY OF Scott) SS.

On this 13th day of December, 1977, before me, a notary public, within and for said County, personally appeared Thomas E. Melchior and Susan M. Melchior, his wife, to me known to be the persons described in, and who executed the foregoing agreement and acknowledged that they executed the same as their free act and deed.

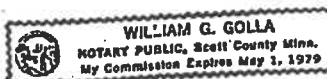
Dore E. Reuter
Notary Public, Scott County, MN
My Commission Expires 1-16-79

STATE OF MINNESOTA)
COUNTY OF Scott) SS.

On this 18th day of March, 1975, before me a notary public, within and for said County, personally appeared NORBERT THEIS and RAYMOND O. VYSKOCIL to me personally known being each by me duly sworn did say that they are respectively CHAIRMAN and CLERK of Jackson Township, the township named in the foregoing instrument; and that said instrument was signed and sealed in behalf of said township and that they were duly authorized and so empowered, and said NORBERT THEIS and RAYMOND O. VYSKOCIL acknowledged said instrument to be the free act and deed of said Jackson Township.

THIS INSTRUMENT DRAFTED BY:
NICKLAUS AND LEATHAM
105 West Third Street
Chaska, Minnesota 55318

William G. Golla
Notary Public Scott County, MN
My Commission Expires



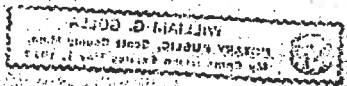
Jen-54, Jen-55, Jen-55A

THERE ARE NO DELINQUENT TAXES
Taxes paid and transfer entered this

10 day of April 1925

Joseph W. Notermann
County Auditor

By Albert A. Hicke
Deputy



Office of Register of Deeds
Scott County, Minn. } SS

I hereby certify that the within instrument
was filed in this office for record on
the 10 day of APR
A.D. 1925 at 10 o'clock A.M.

and duly recorded as 144748

Record No. Paul W. Wenzel
Register of Deeds

By Deputy

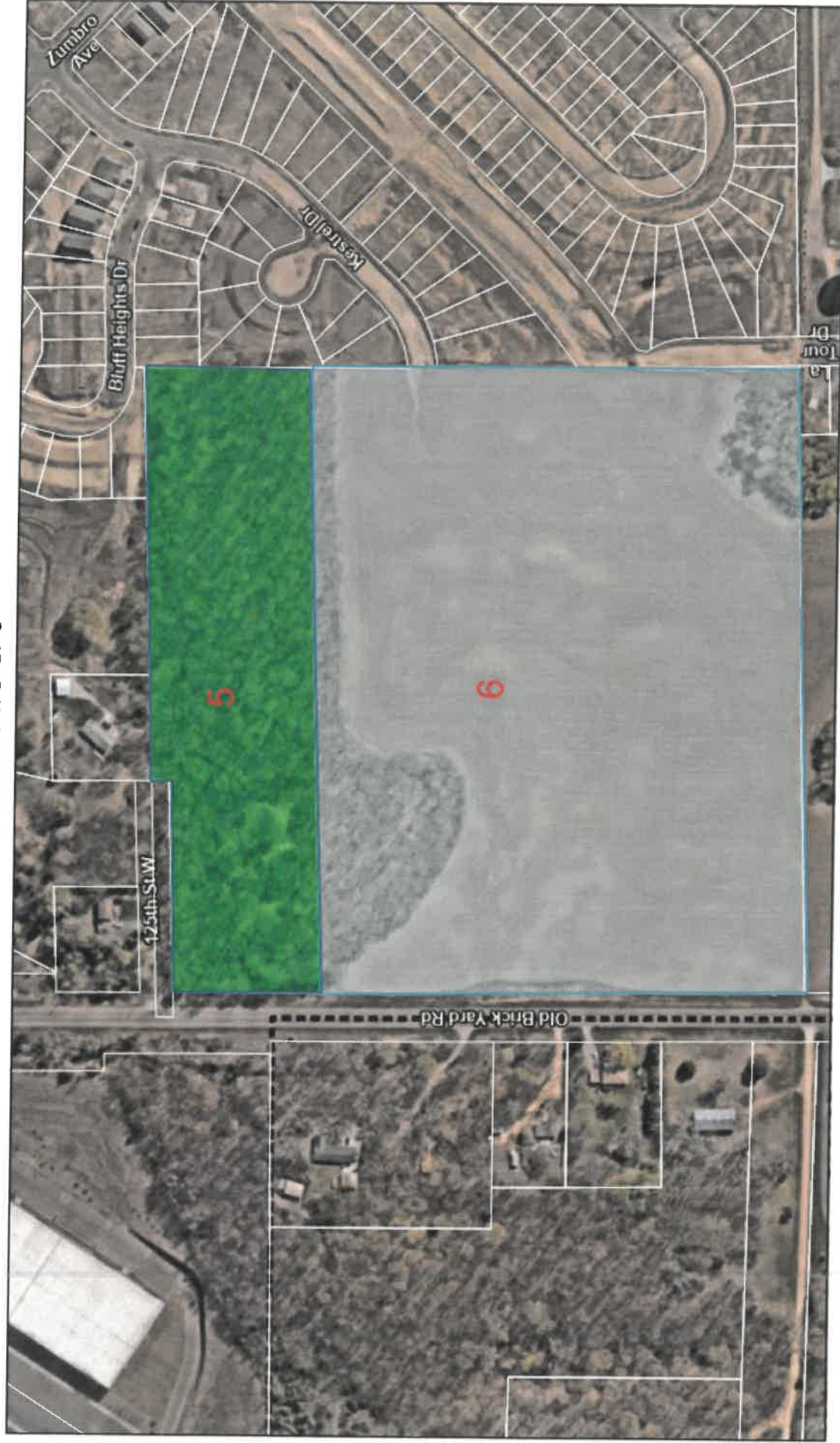
Ray Vyskocil
Jackson Town Clerk

Rt. 3, Box 458

Co. Com.

Chapman, Minn. 55379

Parcels #5 & 6



8/25/2026, 3:28:53 PM

Parcels - Scott County

Shakopee Municipal Boundary

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

Parcel #5

Property Card	Parcel ID Number 069140130
----------------------	-------------------------------

Taxpayer Information	
Taxpayer Name	
THOMAS & SUSAN MELCHIOR TRUST	
Mailing Address	
1901 125TH ST W SHAKOPEE, MN 55379	

Property Address	
Address	
1901 125TH ST W	
City	
Shakopee, MN 55379	

Parcel Information	
Uses	Calculated Acres 9.45
201 1A/4BB(1) RESIDENTIAL SINGLE UNIT	
Legal Description	Plat
Section 14 Township 115 Range 023 N 10A IN NW1/4 SW1/4 EX	Lot
Legal Description2	Block
.37 EX .13A HWY	

Building Information					
Building Style	1 1/2 Story	AGLA (Sq Ft)	2,142	Bedrooms	3
Year Built	1968	Garage Size (Sq Ft)	575	Bathrooms	2.25
Model Desc	Single-Family	Basement Size (Sq Ft)	1,428	Basement Finish (Sq Ft)	300

Miscellaneous Information				
School District	Taxing District Code	Homestead Status	Green Acres	Ag Preserve
ISD 0720 SHAKOPEE	0801	Y	N	N

Assessor Information				
Estimated Market Value	2026 Values (Payable 2027)	2025 Values (Payable 2026)		Last Sale
Land	\$518,100.00	\$478,200.00	Date of Sale	01/01/1900
Improvement	\$238,500.00	\$231,800.00	Sale Value	\$0.00
Total	\$756,600.00	\$710,000.00		



Disclaimer: This information is to be used for reference purposes only. Scott County does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation. The preceding disclaimer is provided pursuant to Minnesota Statutes 466.03, Subd. 21 (2000), and the user of this service acknowledges that the County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the County from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

This Indenture, Made this 16th day of November, 19 73
between Susan M. Melchior and Thomas E. Melchior, husband and wife

of the County of Scott and State of Minnesota,
parties of the first part, and Jackson Township
a corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of
One dollar and other valuable consideration to them,
in hand paid by the said party of the second part, the receipt whereof is
hereby acknowledged, do es hereby Grant, Bargain, Quitclaim, and Convey unto the said party of
the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being
in the County of Scott and State of Minnesota, described as follows, to-wit:

The North 33 feet of the West 482 feet of the North ten (10)
acres of the Northwest Quarter of the Southwest Quarter
(NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section fourteen (14) Township One hundred
fifteen (115) Range twenty-three (23) according to Government
Survey thereof.

Exempt from state deed tax

Thomas E. Melchior
County Treasurer
By M. Thew

To Have and to Hold the Same, Together with all the hereditaments and appurtenances there-
unto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns,
Forever.

In Testimony Whereof, The said parties of the first part have hereunto set their
hand & the day and year first above written.

In presence of

Laurence Krueger
John Bant

Thomas E. Melchior
Thomas E. Melchior

Susan M. Melchior
Susan M. Melchior

Doc. No. **138652**

QUIT CLAIM DEED

Individual to Corporation

TO

Office of Register of Deeds,
State of Minnesota,

County of Scott

I hereby certify that the within Deed was filed in this office for record on the 16th day of November, 1973, at 11:30 o'clock A.M., and was duly recorded in Book 548 of Deeds, page 1.

Paul W. Lohmeyer
Register of Deeds

By _____, Deputy

Taxes for the year 19____ on the lands described within, paid this _____ day of _____, 19____

County Treasurer

By _____, Deputy

THERE ARE NO DELINQUENT TAXES on record and transfer entered this 16th day of November, 1973.

Joseph K. Natanson
County Auditor

By Anna J. Sticke, Deputy

Recording Fee \$2.00

State of Minnesota,

County of Scott

ss.

On this 16th day of November, 1973, before me, a

Thomas E. Melchior and Susan M. Melchior

to me known to be the person s described in, and who executed the foregoing instrument,

(See Note)

same as their free act and deed.

(See Note)

THIS INSTRUMENT WAS DRAFTED BY
Thomas E. Melchior

Route #3, Box 376 (Name)

Shakopee, Mn. 55379 (Address)

Notary Public

LOUISE K. KATZ, Notary Public — Shakopee, Scott Co.

My commission expires _____

My Commission Expires February 1974

Note: The blank lines marked "See Note" are for use when the instrument is executed by an attorney in person.

Shirley E. Melchior
Rt 3, Box 376 Shakopee
Co. Box

548-548

m
RECEIVED BY CAH
August 18, 2026

Receipt: # 630927

WD	\$46.00
ConsFee	\$5.00
SDT	\$1.65
Transfer Entered	
No Delinquent Taxes	
CRV Not Required	
Well Cert Not Required	

Return to:
STIER LAW OFFICES
4450 ERIN DR
SUITE 200
EAGAN MN 55122-2588

A1078312



Certified Filed and/or recorded on:

11/4/2019 8:18 AM

Office of the County Recorder
Scott County, Minnesota
Julie K. Hanson, County Recorder
Cynthia M. Gais, Auditor Treasurer

WARRANTY DEED

STATE DEED TAX HEREON: \$1.65

Date: 10-28, 2019

FOR VALUABLE CONSIDERATION, Thomas E. Melchior and Susan M. Melchior, husband and wife, Grantors, hereby convey and warrant to Thomas E. Melchior and Susan Melchior, Trustees, or their successors in interest, of the Thomas & Susan Melchior Living Trust dated October 7, 2019, Grantee, real property in Scott County, Minnesota, described as follows:

See Attached Exhibit A
(Consideration for this transfer is under \$500)

together with all hereditaments and appurtenances belonging thereto.

Check box if applicable:

- ☐ The Seller certifies that the seller does not know of any wells on the described real property.
☐ A well disclosure certificate accompanies this document.
☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate

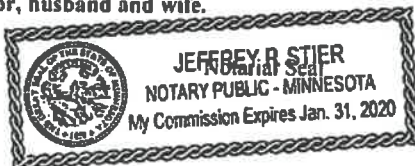
Thomas E. Melchior
Thomas E. Melchior

Susan M. Melchior
Susan M. Melchior

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, this 28th day of October, 2019, by Thomas E. Melchior and Susan M. Melchior, husband and wife.



[Signature]
Notary Public

THIS INSTRUMENT WAS PREPARED BY:
STIER LAW OFFICES, P.A.
4450 Erin Drive, Suite 200
Eagan, MN 55122
(651) 452-6250

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED
IN THIS INSTRUMENT SHOULD BE SENT TO:
Thomas E. and Susan Melchior, Trustees
1901 125th St. W.
Shakopee, MN 55379

Warranty Deed

Grantors: Thomas E. Melchior and Susan M. Melchior, husband and wife

Grantee: Thomas E. Melchior and Susan Melchior, Trustees

EXHIBIT A
Legal Description of Property

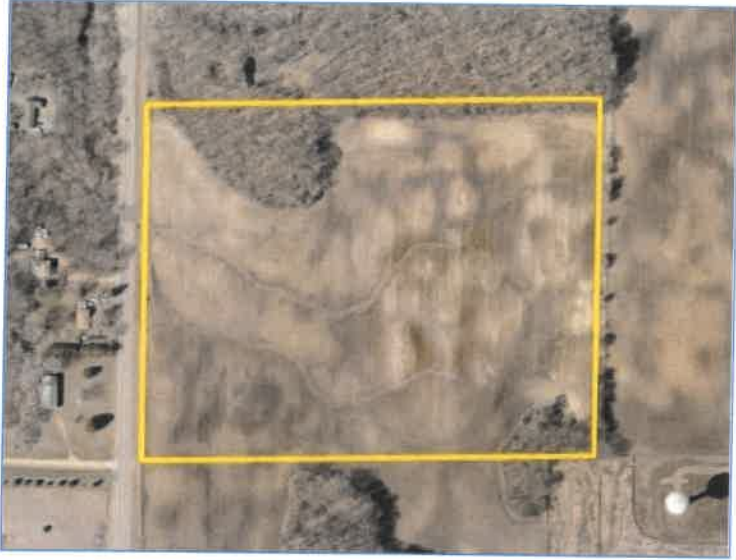
The north ten (10) acres of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Fourteen (14), Township One Hundred Fifteen (115), Range Twenty-three (23), Scott County, Minnesota.

PID #069140130

Parcel #6

Property Card	Parcel ID Number 069140120
----------------------	-----------------------------------

Taxpayer Information
Taxpayer Name BAUER II FAMILY LLLP
Mailing Address 23558 NEWPORT AVE PRIOR LAKE, MN 55372



Property Address
Address
City

Parcel Information	
Uses	Calculated Acres 29.10 Plat Lot Block
Legal Description	101 2A AGRICULTURAL
Legal Description2	Section 14 Township 115 Range 023 NW1/4 SW1/4 EX N 10A

Building Information			
Building Style	AGLA (Sq Ft) 0	Bedrooms	0
Year Built 0	Garage Size (Sq Ft) 0	Bathrooms	0.00
Model Desc	Basement Size (Sq Ft) 0	Basement Finish (Sq Ft)	0

Miscellaneous Information				
School District	Taxing District Code	Homestead Status	Green Acres	Ag Preserve
ISD 0720 SHAKOPEE	0801	N	Y	N

Assessor Information				
Estimated Market Value	2026 Values (Payable 2027)	2025 Values (Payable 2026)	Last Sale	
Land	\$901,100.00	\$874,800.00	Date of Sale	01/01/1900
Improvement	\$0.00	\$0.00	Sale Value	\$0.00
Total	\$901,100.00	\$874,800.00		



Disclaimer: This information is to be used for reference purposes only. Scott County does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation. The preceding disclaimer is provided pursuant to Minnesota Statutes 466.03, Subd. 21 (2000), and the user of this service acknowledges that the County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the County from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



Doc. No. A 841640

OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on

12-01-2009 at 11:00 Receipt: 142042

Janice From, Acting County Recorder 01

Fee: \$ 46.00

There are no delinquent taxes and transfer entered

Date: 12/1/09

County Auditor

Janice FromTRUSTEE'S DEED
by Individual Trustee

(Top 3 inches reserved for recording data)

Miller/Davis Company © - Minneapolis, MN - (612) 312-1570
Minnesota Uniform Conveyancing Blanks
Form 10.4.1 (2006) (37-M)DEED TAX DUE: \$ 1.65DATE: November 17, 2009

(month/day/year)

FOR VALUABLE CONSIDERATION, Lila A. Bauer and Roger C. Bauer

(insert name of each Trustee)

_____, as Trustee

of the Credit Trust Established Under The LeRoy L. Bauer Revocable Trust Dated January 15, 2008

(insert name of Trust)

("Grantor"), hereby conveys to Bauer II Family, L.L.P., a Minnesota limited liability limited partnership

(insert name of each Grantee)

("Grantee"), real property in Scott County, Minnesota, legally described as follows:

See attached Schedule A

Total consideration for this transfer is less than \$500

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Deed Tax of \$ 1.65 paidNo. 14-2092Date 12/1/09Conservation Fee Paid
County Auditor / TreasurerJanice From☒ WELL CERTIFICATE RECEIVED
☐ WELL CERTIFICATE NOT REQUIRED

Check applicable box:

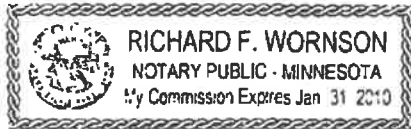
- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☒ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Lila A. Bauer
(signature of Trustee) Lila A. BauerRoger C. Bauer
(signature of Trustee) Roger C. Bauer

State of Minnesota, County of ScottThis instrument was acknowledged before me on November 17, 2009, by Lila A. Bauer and Roger C. Bauer
(month/day/year) (insert name of each Trustee)as Trustee of the Credit Trust Established Under The LeRoy J. Bauer Revocable Trust Dated January 15, 2008
(insert name of Trustee)

(Seal, if any)

Richard F. Wornson
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)Lila A. Bauer
185 West 130th Street
Shakopee, MN 55379THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)X
Richard F. Wornson
Wornson, Goggins, Zard, Neisen, Morris & King
119 East Main Street
New Prague, MN 56071
(952) 758-4161

Schedule "A" Legal Description

An undivided 19/100th interest in each of the following described parcels:

The Northwest Quarter of the Southwest Quarter, EXCEPTING THEREFROM the north ten (10) acres thereof, of Section 14, Township 115, Range 23. 06914020

AND ALSO

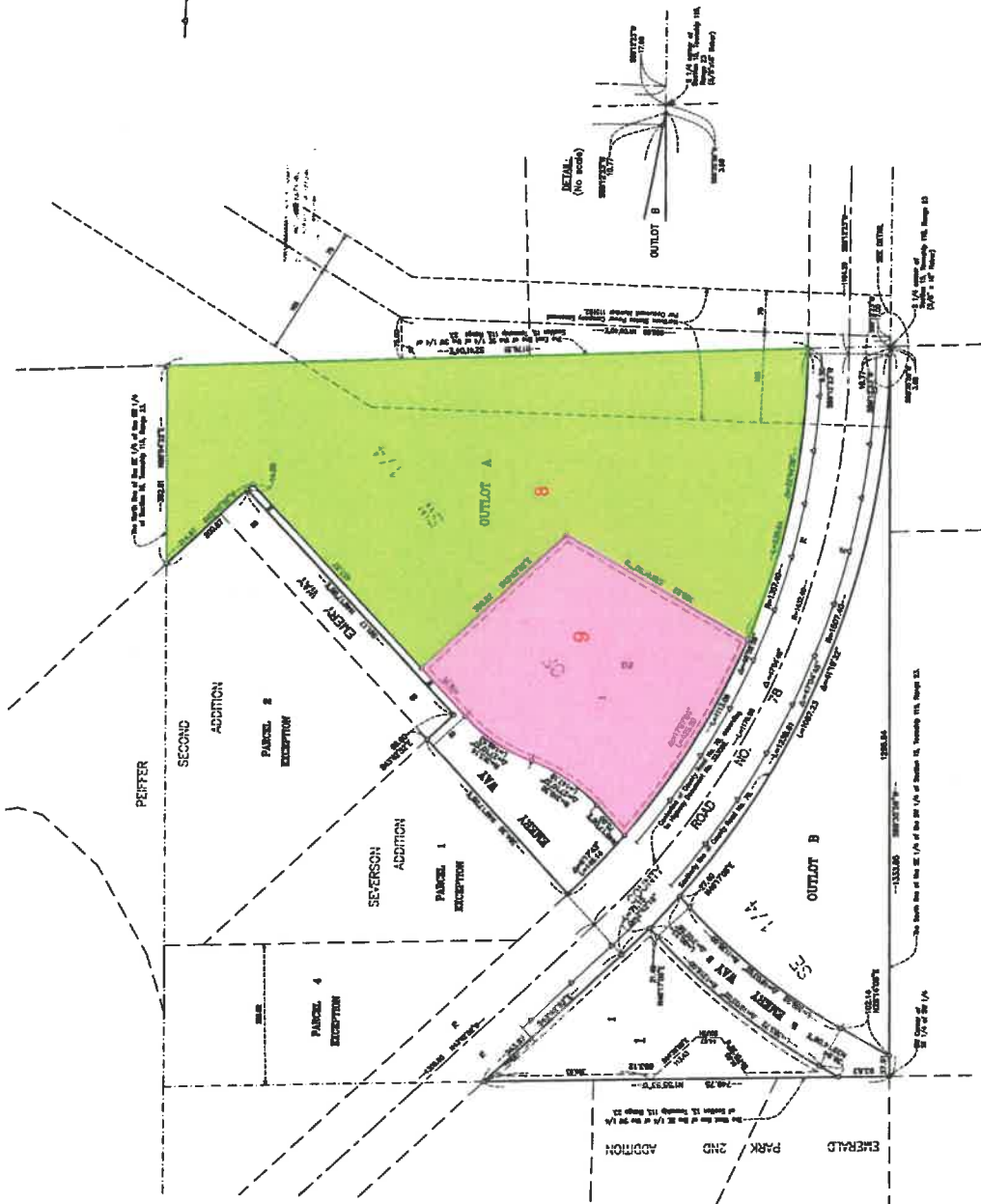
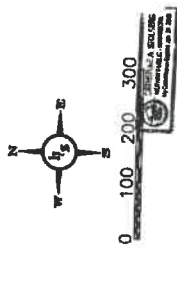
The south three-fourths of the West Half of the Southwest Quarter and the South Half of the Southeast Quarter of the Southwest Quarter of Section 23, Township 115, Range 23, EXCEPTING THEREFROM that part thereof described as follows: Beginning at a point on the south line of said Southwest Quarter distant 595.90 feet east of the southwest corner thereof; thence North at right angles a distance of 375.0 feet; thence East parallel to said south line a distance of 1010.82 feet; thence South at right angles a distance of 332.0 feet; thence Easterly to a point in the east line of said Southwest Quarter, said point 33.0 feet north of the southeast corner thereof; thence South to the southeast corner; thence West 2061.54 feet to the point of beginning. 069230032

AND ALSO 069230031

The Northwest Quarter of the Northwest Quarter of Section 26, Township 115, Range 23, EXCEPTING THEREFROM that part of said Northwest Quarter of the Northwest Quarter described as follows: Beginning at a point on the north line of said Northwest Quarter of the Northwest Quarter, distant 595.90 feet east of the northwest corner thereof; thence South at right angles a distance of 30.0 feet; thence East parallel to said north line 732.82 feet to the east line of said Northwest Quarter of the Northwest Quarter; thence North 30.0 feet to the northeast corner thereof; thence West 732.82 feet to the point of beginning. 079260080

OFFICIAL

SEVERSON 2ND ADDITION



HY-LAND SURVEYING, P.A.
LAND SURVEYORS

SHEET 2 OF 2 SHEETS

06-036

Parcel #7

Property Card	Parcel ID Number 069150011
----------------------	-----------------------------------

Taxpayer Information
Taxpayer Name PALMER SHAKOPEE HOLDINGS LLC
Mailing Address 2200 CARLSON DR NORTH MANKATO, MN 56003



Property Address
Address
City

Parcel Information	
Uses	101 2A AGRICULTURAL
Calculated Acres	2.37
Plat	
Lot	
Block	
Legal Description	Section 15 Township 115 Range 023 NW1/4 LYING S & E OF HWY
Legal Description2	169

Building Information			
Building Style	AGLA (Sq Ft) 0	Bedrooms	0
Year Built 0	Garage Size (Sq Ft) 0	Bathrooms	0.00
Model Desc	Basement Size (Sq Ft) 0	Basement Finish (Sq Ft)	0

Miscellaneous Information				
School District ISD 0720 SHAKOPEE	Taxing District Code 0801	Homestead Status N	Green Acres N	Ag Preserve N

Assessor Information				
Estimated Market Value	2026 Values (Payable 2027)	2025 Values (Payable 2026)	Last Sale	
Land	\$99,500.00	\$94,800.00	Date of Sale	06/23/2025
Improvement	\$0.00	\$0.00	Sale Value	\$19,800.00
Total	\$99,500.00	\$94,800.00		



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RECEIVED BY CAH
August 18, 2026

Receipt:# 756093

QCD	\$46.00
ConsFee	\$5.00
SDT	\$65.34

Transfer Entered
CRV #1774784
No Delinquent Taxes
Well Cert Not
Required

Return to:
SIMPLIFILE
5072 N 300 W

PROVO UT 84604

A1207783



Certified Filed and/or recorded on:

8/25/2025 1:51 PM

Office of the County Recorder
Scott County, Minnesota

Julie K. Hanson, County Recorder
Cynthia M. Geis, Auditor Treasurer

(Top 3 inches reserved for recording data)

C 38497 br

A ①

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: 1774784

DEED TAX DUE: \$ 65.34

DATE: June 23, 2025
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Scott

(insert name of Grantor)

a body politic and corporate under the laws of Minnesota ("Grantor"),
hereby conveys and quitclaims to Palmer Shakopee Holdings LLC

(insert name of Grantee)

a Limited Liability Company under the laws of Minnesota ("Grantee"),
real property in Scott County, Minnesota, legally described as follows:

EXHIBIT A

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Scott

(name of Grantor)

By: _____

(signature) Daniel Lenz

Its: Deputy County Administrator

(type of authority)

By: _____

(signature) Dave Beer

Its: Board Chair

(type of authority)

State of Minnesota, County of ScottThis instrument was acknowledged before me on June 17, 2025 by Daniel Lenz
(month/day/year) (name of authorized signer)as Deputy County Administrator

(type of authority)

and by Dave Beer

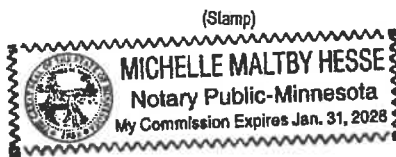
(name of authorized signer)

as Board Chair

(type of authority)

of County of Scott

(name of Grantor)

Michelle Maltby Hesse
(signature of notarial officer)Title (and Rank): Deputy Clerk to the BoardMy commission expires: Jan. 31, 2028
(month/day/year)THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)Carver County Abstract & Title
411 North Chestnut Street
Chaska, MN 55318

File #C38497BR

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

(insert legal name and residential or business address of Grantee)

Palmer Shakopee Holdings LLC
2200 Carlson Drive
North Mankato, MN 56003

EXHIBIT A

The Northwest Quarter of Section 15, Township 115 North, Range 23 West, lying west of the east 5 acres thereof, Scott County, Minnesota.

Which lies south of U.S. Highway 169.

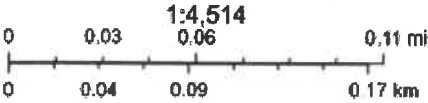
RESERVING, in favor of the Seller, all current and future right of access to and from Trunk Highway No. 169 (Johnson Memorial Drive), being the right of ingress to and egress from the above-described property.

Parcel #7



8/25/2026, 3:36:05 PM

Parcels - Scott County
Shakopee Municipal Boundary



Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community



Parcel #10

Property Card	Parcel ID Number 069150346
----------------------	-------------------------------

Taxpayer Information	
Taxpayer Name SCOTT COUNTY	
Mailing Address 600 COUNTRY TRL E JORDAN, MN 55352	
Property Address	
Address	
City	

Uses	Parcel Information
953 5E COUNTY-PUBLIC SERVICE	Calculated Acres 3.55
	Plat
	Lot
	Block
Legal Description	Section 15 Township 115 Range 023 That part of the North
Legal Description2	Half of the Southwest Quarter of Section 15, Township 115,

Building Information			
Building Style	AGLA (Sq Ft)	0	Bedrooms
			0
Year Built	Garage Size (Sq Ft)	0	Bathrooms
0			0.00
Model Desc	Basement Size (Sq Ft)	0	Basement Finish (Sq Ft)
			0

Miscellaneous Information				
School District	Taxing District Code	Homestead Status	Green Acres	Ag Preserve
ISD 0720 SHAKOPEE	0801	N	N	N

Assessor Information				
Estimated Market Value	2026 Values (Payable 2027)	2025 Values (Payable 2026)	Last Sale	
Land	\$501,800.00	\$492,000.00	Date of Sale	01/01/1900
Improvement	\$0.00	\$0.00	Sale Value	\$0.00
Total	\$501,800.00	\$492,000.00		



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Receipt: # 607004

A1058606

QCD \$0.00
Transfer Entered
No Delinquent Taxes
CRV Not Required
Well Cert Not
Required
SDT 1.65
Cons Fee 5.00
Return to:
SCOTT COUNTY HWY
DEPT/RANDY ROMANIG
600 COUNTRY TRLE
JORDAN MN 55352



Certified Filed and/or recorded on:

12/6/2018 4:06 PM

Office of the County Recorder
Scott County, Minnesota
Julie K. Hanson, County Recorder
Cynthia M. Geis, Auditor Treasurer

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: November 20, 2018
(month/day/year)FOR VALUABLE CONSIDERATION, County of Scott

(insert name of Grantor)

a body politic and corporate under the laws of State of Minnesota ("Grantor"),
hereby conveys and quitclaims to County of Scott

(insert name of Grantee)

a body politic and corporate under the laws of State of Minnesota ("Grantee"),
real property in Scott County, Minnesota, legally described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

I certify that this instrument is eligible for Recording/
Filing, as of this date 12/6/18

subject to:

and is ☒ In Compliance ☐ NOT in Compliance
with the Scott County Land Subdivision Ordinance No. 7
Reviewed by [Signature]

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

This consideration for this conveyance is \$500 or less.

\$ 0.
Paid
Initials: [Signature]

Grantor

County of Scott

(name of Grantor)

By: [Signature]

(signature) Thomas J. Wolf

Its: Board Chair, Board of Commissioners
(type of authority)By: [Signature]

(signature) Gary L. Shelton

Its: Administrator
(type of authority)

State of Minnesota, County of ScottThis instrument was acknowledged before me on 11/20/2018, by Thomas J. Wolf
(month/day/year) (name of authorized signer)as Board Chair, Board of Commissioners
(type of authority)and by Gary L. Shelton
(name of authorized signer)as Administrator of County of Scott, a Minnesota body politic and corporate.
(type of authority) (name of Grantor)

(Stamp)

Debra K. Brazil
(signature of notarial officer)Title (and Rank): Notary PublicMy commission expires: _____
(month/day/year)THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)Scott County
600 Country Trail, East
Jordan, MN 55352TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)Scott County
Attn: Transportation Services Division
600 Country Trail, East,
Jordan, MN 55352

Tax exempt property per Minn. Stat. § 272.02 Subd. 8

Northeasterly portion of 069150346

Exhibit A

That part of the North Half of the Southwest Quarter of Section 15, Township 115, Range 23, Scott County, Minnesota, described as follows:

Beginning at the intersection of the South line of said North Half of the Southwest Quarter and the centerline of the northbound lane of Trunk Highway 169; thence on an assumed bearing of North 88 degrees 54 minutes 25 seconds East, a distance of 511.48 feet to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 15; thence continuing along said bearing of North 88 degrees 54 minutes 25 seconds East, a distance of 135.74 feet; thence North 72 degrees 09 minutes 58 seconds East, a distance of 111.60 feet; thence North 59 degrees 50 minutes 33 seconds East, a distance of 186.16 feet; thence North 40 degrees 57 minutes 51 seconds East, a distance of 139.15 feet; thence North 14 degrees 45 minutes 56 seconds East, a distance of 46.31 feet; thence North 10 degrees 41 minutes 33 seconds West, a distance of 55.20 feet; thence North 49 degrees 02 minutes 09 seconds West, a distance of 561.26 feet more or less to the said centerline of the northbound lane of Trunk Highway 169; thence southwesterly along said centerline 920 feet more or less to the point of beginning.

EXCEPTING THEREFROM the following described tract of land:

Commencing at the intersection with the South line of said North Half of the Southwest Quarter and the centerline of the northbound lane of Trunk Highway 169 and running thence East along said South line a distance of 360.0 feet; thence northeasterly and deflecting to the left at an angle of 35 degrees 26 minutes 30 seconds a distance of 192.6 feet; thence deflecting to the left at an angle of 104 degrees 03 minutes 30 seconds a distance of 334.3 feet more or less to the centerline of said northbound lane; thence southwesterly along said centerline a distance of 420.8 feet more or less to the point of beginning.

ALSO, EXCEPTING THEREFROM, the following described tract of land:

All that part of the North Half of the Southwest Quarter, Section 15, Township 115 North, Range 23 West, Scott County, Minnesota, which is denoted and shown as Parcel 11 on Scott County Right of Way Plat No. 104, according to the plat thereof on file, and of record, in the Office of County Recorder in and for Scott County, Minnesota.

Southwesterly portion of 069150346

TOGETHER WITH that part of the Southwest Quarter of the Southwest Quarter of Section 15, Township 115, Range 23, Scott County, Minnesota, which lies northwesterly of the following described line:

Commencing at the Northeast corner of said Southwest Quarter of the Southwest Quarter of Section 15, Township 115, Range 23, Scott County, Minnesota; thence South 88 degrees 54 minutes 25 seconds West along the North line of said Southwest Quarter of the Southwest Quarter a distance of 27.82 feet to the point of beginning; thence South 63 degrees 09 minutes 33 seconds West a distance of 90.20 feet; thence South 76 degrees 58 minutes 26 seconds West a distance of 115.37 feet; thence South 67 degrees 16 minutes 24 seconds West a distance of 28.42 feet to the northeasterly right-of-way line of County Road 78 and there terminating.

EXCEPTING THEREFROM the following described tract of land:

That part of the Southwest Quarter of the Southwest Quarter, Section 15, Township 115 North, Range 23 West, Scott County, Minnesota, which is denoted and shown as Parcel 11B on Scott County Right of Way Plat No. 105, according to the record plat thereof, on file in the Office of the County Recorder, Scott County, Minnesota.

P/O PID# 069150341
New PID# 069150346


RECEIVED BY CAH
August 17, 2026

Receipt:# 706324

CON \$46.00

Return to:
ERECORDING PARTNERS
NETWORK
400 2ND AVE S

MINNEAPOLIS MN 55401

A1152783



Certified Filed and/or recorded on:

3/4/2022 12:49 PM

Office of the County Recorder
Scott County, Minnesota
Julie K. Hanson, County Recorder

Parcel #11

Property Card	Parcel ID Number 069150360
----------------------	-------------------------------

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Taxpayer Information</td> </tr> <tr> <td style="text-align: center;">Taxpayer Name SCOTT COUNTY</td> </tr> <tr> <td style="text-align: center;">Mailing Address 600 COUNTRY TRL E JORDAN, MN 55352</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Property Address</td> </tr> <tr> <td style="text-align: center;">Address 12701 JOHNSON MEMORIAL DR</td> </tr> <tr> <td style="text-align: center;">City SHAKOPEE, MN 55379</td> </tr> </table>	Taxpayer Information	Taxpayer Name SCOTT COUNTY	Mailing Address 600 COUNTRY TRL E JORDAN, MN 55352	Property Address	Address 12701 JOHNSON MEMORIAL DR	City SHAKOPEE, MN 55379	
Taxpayer Information							
Taxpayer Name SCOTT COUNTY							
Mailing Address 600 COUNTRY TRL E JORDAN, MN 55352							
Property Address							
Address 12701 JOHNSON MEMORIAL DR							
City SHAKOPEE, MN 55379							

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Lot												
Block												

Building Information					
Building Style	AGLA (Sq Ft)	0	Bedrooms	0	
Year Built	0	Garage Size (Sq Ft)	0	Bathrooms	0.00
Model Desc	Basement Size (Sq Ft)	0	Basement Finish (Sq Ft)	0	

Miscellaneous Information				
School District	Taxing District Code	Homestead Status	Green Acres	Ag Preserve
ISD 0720 SHAKOPEE	0801	N	N	N

Assessor Information			
Estimated Market Value	2026 Values (Payable 2027)	2025 Values (Payable 2026)	Last Sale
Land	\$55,700.00	\$54,600.00	Date of Sale 12/09/2002
Improvement	\$0.00	\$0.00	Sale Value \$275,000.00
Total	\$55,700.00	\$54,600.00	



Disclaimer: This information is to be used for reference purposes only. Scott County does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation. The preceding disclaimer is provided pursuant to Minnesota Statutes 466.03, Subd. 21 (2000), and the user of this service acknowledges that the County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the County from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF SCOTT

FIRST JUDICIAL DISTRICT

Case Type: Condemnation

County of Scott, a political subdivision of the State of
Minnesota,

Court File No. 70-CV-18-2574

Petitioner,

vs.

FINAL CERTIFICATE
PARCELS 75 & 91

Holiday Stationstores, Inc.; Iowa 80 Group, Inc.;
Realty Income Properties 3, LLC; Qwest
Corporation; Northern Tier Retail LLC; Maliwada,
Inc.; KleinBank; Minnesota Valley Electric
Cooperative; MN AUTO DEPOT L.L.C.; Southern
Minnesota Transport Inc.; and any unknown parties
having a right, title or interest in the premises,
including any unknown spouses, heirs or devisees;
and any unknown parties having a right, title or
interest in the premises, including any unknown
spouses, heirs or devisees;

Respondents.

STATE OF MINNESOTA, COUNTY OF SCOTT

Certified to be a true and correct copy
of the original on file and of record
in my office.
VICKY L. CARLSON
Court Administrator

2-25-20 22 By *Audrey K. Brown*

By authority of Minnesota Statutes Section 117.205, the undersigned attorney for Petitioner
County of Scott hereby certifies as follows:

1. A condemnation Petition ("Petition") was filed on February 8, 2018, by the County
of Scott (the "County" or "Petitioner") with the Scott County District Court Administrator,
commencing the above captioned eminent domain proceeding, which stated the necessity for

acquiring part of the Property in fee, together with access rights and temporary easements over parts of the Property more specifically described in the attached **Exhibit A** (the "Subject Property") for the County of Scott for the purpose of reconstructing streets and other improvements, a project to construct an interchange at Trunk Highway (TH) 169, TH 41, and County State Aid Highway (CSAH) 78; an overpass at CSAH 14; and frontage roads to convert a segment of TH 169 from an expressway to a freeway in Scott County, Minnesota (the "Project").

2. On or about April 26, 2018, the Court issued its Findings of Fact, Conclusions of Law, and Order Approving Petition and Transfer of Title and Possession (the "Order") thereby authorizing title and possession of the interests in the Subject Property to pass to Petitioner as provided in Minn. Stat. § 117.042.

Parcel 75

3. As to Parcel 75, on May 14, 2018, Petitioner deposited the amount of the approved appraised value with the Scott County District Court Administrator, thereby causing title and possession of the interests in the Subject Property to pass to Petitioner pursuant to the Order. On May 17, 2018, the Receipt of Deposit confirming the deposit with respect to the Subject Property was recorded in the Office of the Scott County Recorder as Document No. A1046739.

4. On October 29, 2018, the parties filed a Stipulation of Settlement as to Parcel 75 (dated October 25, 2018) agreeing to amend the taking from a partial taking to a total taking and resolving the amount of compensation due to Respondent Realty Income Properties 3, LLC, for said takings of the Subject Property. On October 30, 2018, the Court filed an Order Amending Taking as to Parcel 75. On November 6, 2018, a certified copy of this order was recorded in the Office of the Scott County Recorder as Document No. A1056914. This resulted in a remnant parcel included in the Certificate of Termination of Minn. Stat. § 117.226 Right of First Refusal (Parcel

75 Remnant) recorded in the Office of the Scott County Recorder as Document No. A1062378 on February 15, 2019. On February 11, 2020, a Stipulation of Settlement of Loss of Going Concern Claims for Parcel 75 was filed with the agreement to a full and final settlement and compromise between Petitioner and Respondent Northern Tier Retail, LLC, lessee to the fee owner, Realty Income Properties 3, LLC. These amounts have been paid and comprise the full amount due and owing as damages or otherwise to be paid to any interested parties as a result of the taking of the interests in the Subject Property herein.

Parcel 91

5. As to Parcel 91, on May 15, 2018, the Petitioner filed with the Court a Certificate of Payment for Parcel 91 regarding its delivery of payment of its approved appraised value for the damages caused by the taking of the Property. On May 16, 2018, a certified copy of the Certificate of Payment for Parcel 91 was recorded in the office of the Scott County Recorder as Document No. A1046649.

6. On January 15, 2021, the Report of Commissioners (Parcel 91) was filed in the Office of the District Court Administrator. The parties interested in Parcel 91 subsequently entered a Stipulation of Settlement dated February 26, 2021, fully resolving all claims in relation to the taking. On March 5, 2021, pursuant to the Stipulation of Settlement, the Petitioner made a full and final payment. The amount so paid represents the full amount due and owing as damages or otherwise to be paid to any interested parties in relation to the taking of the interests in the Subject Property herein.

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Conclusion

7. The above-described amounts so paid as to Parcels 75 and 91 represent the full and final amounts due and owing as damages or otherwise to be paid to any interested parties in relation to the acquisitions of the Subject Property herein, as are described on Exhibit A attached hereto.

Dated: February 22, 2022.

KENNEDY & GRAVEN, CHARTERED

By: /s/ Joshua P. Weir
Joshua P. Weir (#0402328)
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300
Email: jweir@kennedy-graven.com

ATTORNEYS FOR PETITIONER
COUNTY OF SCOTT

MINN. STAT. § 549.211 ACKNOWLEDGMENT

Petitioner County of Scott acknowledges through its undersigned counsel that sanctions may be imposed under Minn. Stat. § 549.211 if, after notice and reasonable opportunity to respond, the Court determines that a party has violated Minn. Stat. § 549.211, subd. 2.

Dated: February 22, 2022.

By: /s/ Joshua P. Weir
Joshua P. Weir (#0402328)

N/A

EXHIBIT A**Parcel No. 75:** Property I.D.'s 06-017-001-0, 06-017-002-0, Abstract**Property Address:** 12835 Ventura Court, Shakopee, MN 55379**Description of Subject Property:**Lots 1 and 2, Block 1, Emerald Park 2nd Addition, Scott County, Minnesota.**Description of interests to be taken in fee simple:**Lots 1 and 2, Block 1, Emerald Park 2nd Addition, Scott County, Minnesota.**Interests being acquired as to fee takings described above:**

NAME	NATURE OF INTEREST
Realty Income Properties 3, LLC	Fee Owner
Qwest Corporation	Easements (A327051 and A411392)
Northern Tier Retail LLC	Lessee
Scott County	Real Estate Taxes
All other parties unknown, together with unknown successors, assigns, heirs, devisees and spouses, if any	Any right, title or interest within the acquired portion of the Subject Property

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to acquire or encumber all interests owned or claimed by the named respondents in the Subject Property within the taking areas described above.

Parcel No. 91: Property I.D. 06-915-036-0, Abstract

Property Address: 12701 Johnson Memorial Drive, Shakopee, MN 55379

Description of Subject Property:

A tract of land in the North Half of the Southwest Quarter of Section 15, Township 115 North, Range 23 West, Scott County, Minnesota, described as follows:

Commencing at the intersection with the south line of said North Half of the Southwest Quarter and the center line of the north bound lane of Trunk Highway 169 and running thence east along said south line a distance of 360.0 feet; thence northeasterly and deflecting to the left at an angle of 35 degrees 26 minutes 30 seconds a distance 192.6 feet; thence deflecting to the left at an angle of 104 degrees 03 minutes 30 seconds a distance of 334.3 feet more or less to the center line of said north bound lane; thence southwesterly along said center line a distance of 420.8 feet more or less to the point of beginning.

(Note: The Subject Property is subject to an easement for Highway 169 taken by the State of Minnesota in Final Certificate dated April 5, 1963, and recorded May 1, 1963, at 157 Deeds 177 -- as to Parcel 27; and it is subject to the right of way for County Road 78, as shown on Mn-DOT Right of Way Plat No. 70-30, recorded in the office of the Scott County Recorder at Document No. A632292.)

Description of portion of Property to be taken in fee:

A tract of land in the North Half of the Southwest Quarter of Section 15, Township 115 North, Range 23 West, Scott County, Minnesota, described as follows:

Commencing at the intersection with the south line of said North Half of the Southwest Quarter and the center line of the north bound lane of Trunk Highway 169 and running thence east along said south line a distance of 360.0 feet; thence northeasterly and deflecting to the left at an angle of 35 degrees 26 minutes 30 seconds a distance 192.6 feet; thence deflecting to the left at an angle of 104 degrees 03 minutes 30 seconds a distance of 334.3 feet more or less to the center line of said north bound lane; thence southwesterly along said center line a distance of 420.8 feet more or less to the point of beginning.

069150360

Interests being acquired as to fee takings and encumbered as to easement takings within the taking areas described above:

NAME	NATURE OF INTEREST
Maliwada, Inc.	Fee Owner
KleinBank	Mortgagee
Minnesota Valley Electric Cooperative	Easements
MN AUTO DEPOT L.L.C.	Tenant
Southern Minnesota Transport Inc.	Tenant
Scott County	Real Estate Taxes
All other parties unknown, together with unknown successors, assigns, heirs, devisees and spouses, if any	Any right, title or interest within the acquired portion of the Subject Property

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to acquire or encumber all interests owned or claimed by the named respondents in the Subject Property within the taking areas described above.