



AGENDA  
CHASKA ECONOMIC DEVELOPMENT AUTHORITY  
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM  
Monday, October 20, 2025  
IMMEDIATELY FOLLOWING CITY COUNCIL MEETING

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Approve Previous Meeting Minutes
  - 4.A. Meeting Minutes 09/29/2025
5. Discussion Items
  - 5.A. Amended Land Donation Agreement
6. Other Business
7. Adjourn

**- MINUTES -**  
**CHASKA ECONOMIC DEVELOPMENT AUTHORITY**  
**SEPTEMBER 29, 2025**

1. Call to Order

President Hubbard called the meeting to order at 8:47 p.m.

2. Roll Call

Roll call was taken. Present: President Hubbard and Commissioners Benesh, Hatfield, Grau, and Sheveland.

Absent: None.

Also Present: Matt Podhradsky, Executive Director and Elise Durbin, Assistant Executive Director.

3. Agenda

Motion by Commissioner Benesh, second by Commissioner Grau to adopt the agenda as presented.

Motion carried.

4. Minutes

4.A. Approve EDA Meeting Minutes of 15-09-2025

Motion by Commissioner Grau, second by Commissioner Benesh to approve the minutes of the September 15, 2025, EDA Meeting Minutes.

Motion carried.

5. Discussion Items

5A. Modification of the Redevelopment Plan for Redevelopment Project Area No. 4, Establishing Tax Increment Financing No. 250, Adopting a TIF Plan, and Authorizing the Execution of a TIF Agreement and Granting a Business Subsidy

Executive Director Podhradsky introduced, and Assistant Executive Director Durbin provided an overview of this item.

5A.i. Adopt Resolution 2025-65 Modifying the boundary of Redevelopment Project Area No. 4 to Incorporate TIF 25, establishing Tax Increment Funding (economic development) District No. 25 and Adopting a Tax Increment Financing Plan

Motion by Commissioner Sheveland, second by Commissioner Benesh to approve Resolution 2025-65 Modifying the boundary of Redevelopment Project Area No. 4 to Incorporate TIF 25, establishing Tax Increment Financing (economic development) District No. 25 and Adopting a Tax Increment Financing Plan.

Motion carried.

5A.ii. Adopt Resolution 2025-66 authorizing the execution of a Tax Increment Financing Agreement and granting a Business Subsidy

Motion by Commissioner Benesh, second by President Hubbard to approve Resolution 2025-66 authorizing the execution of a TIF Financing Agreement and granting a Business Subsidy.

Motion carried.

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5B. Adopt EDA Resolution No. 2025-69 Establishing a Preliminary Chaska EDA Maximum Levy for Payable 2026

Executive Director Podhradsky introduced and provided an overview of this item.

Motion by Commissioner Grau, second by Commissioner Benesh to adopt EDA Resolution 2025-69 establishing a Preliminary Maximum Property Tax Levy for payable 2026.

Motion carried.

6. Other Business

There was no other business.

7. Adjourn

Motion by Commissioner Hatfield, second by Commissioner Sheveland to adjourn the meeting at 8:54 p.m.

Motion carried.

# REQUEST FOR ACTION CHASKA ECONOMIC DEVELOPMENT AUTHORITY 10/20/2025

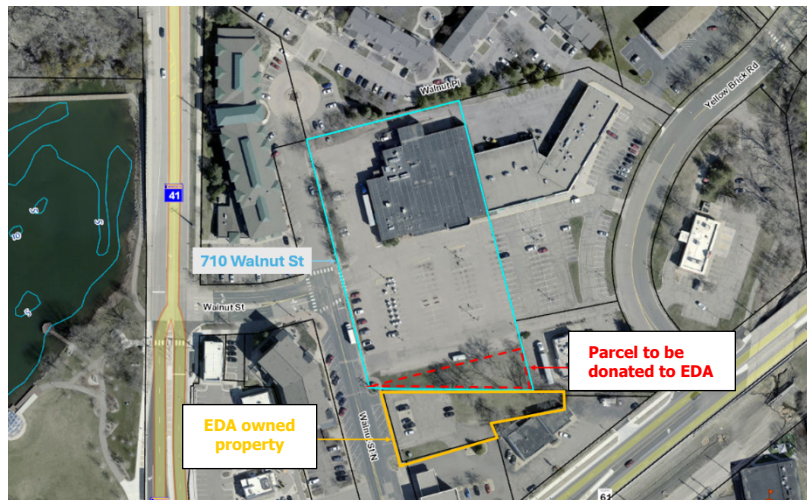
**Subject:** Amended Land Donation Agreement

**Prepared By:** Elise Durbin, Assistant Executive Director

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## **BACKGROUND**

In February 2025, the EDA adopted a resolution approving a land donation agreement with the Klein family for a 0.23 acre parcel directly north of the EDA's existing parcel on Walnut Street.



Since that time, the lot has been split and the donation agreement has been finalized. Key components of the agreement include:

- Description of the land being donated
- Donation will occur prior to the end of the year
- Donor will pay all taxes for 2025
- The City is responsible for the costs of the title insurance commitment, closing costs, and the deed tax.

## **STAFF RECOMMENDATION**

The EDA currently owns the 0.51 acre parcel between 710 Walnut Street and Nicolet Bank. Donation of this new parcel to the EDA provides more opportunities for redevelopment of this area in the future—not only because the parcel is larger, but it also squares off the property. Staff recommends the EDA approve the amended land donation agreement.

## **EDA ACTION REQUESTED**

Motion to approve the amended land donation agreement.

## DONATION AGREEMENT

This Donation Agreement (the “**Agreement**”) is dated effective October \_\_\_\_ 2025 (the “**Effective Date**”) and is between C.H. and C.P. Klein, L.L.P., a Minnesota limited liability partnership (“**Donor**”) and the Chaska Economic Development Authority, a body corporate and politic under the laws of the State of Minnesota (“**Donee**”).

### 1. DONATION OF REAL ESTATE

- 1.1 **Property.** Donor owns the real property legally described on attached Exhibit A and depicted on attached Exhibit B, together with all easements and rights benefiting or appurtenant thereto (collectively, the “**Property**”).
- 1.2 **Parcel Donated.** Subject to the terms and conditions of this Agreement, Donor shall convey the Property to Donee and Donee shall accept the Property from Donor.
- 1.3 **Time of Donation.** The closing for the conveyance of the Property shall occur on \_\_\_\_\_, 2025 (the “**Date of Closing**”).
- 1.4 **Personal Property.** No personal property is included in the donation.
- 1.5 **Nature of Donation.** Donor is giving and donating the Property to Donee as an unrestricted gift. Donee is authorized to accept the donation pursuant to Minnesota Statutes §469.101.

### 2. INVESTIGATION

- 2.1 **Title.** Donee acknowledges that Donor has provided Donee with a survey, which includes a proposed legal description for the Property (the “**Survey**”). Promptly after this Agreement is fully executed, Donor shall cause Commercial Partners Title, a division of Chicago Title Insurance Company (“**Title Company**”) to issue a title insurance commitment for an ALTA 2021 owners policy using the Survey legal description for the Property, that lists Donee as the proposed insured, and that lists the proposed amount of insurance as \$170,000.00 (the “**Title Commitment**”). At any time prior to Closing, Donee may ask Donor to cure any objection to title raised by Donee. In each instance, Donor shall have the right, but not the obligation, to cure the objection.
- 2.2 **Condition of Property.** From the Effective Date until the Date of Closing or the termination of this Agreement, whichever occurs first, Donee and its agents shall have the right to go upon the Property to inspect it and perform environmental, geotechnical, and other testing. Donor agrees to cooperate with Donee regarding Donee’s investigation and testing, if any. Donee agrees to repair any damage to the Property caused by such inspections and testing and to return the Property to substantially the same condition as existed prior to Donee’s inspection and testing.

- 2.3 **Donee's Contingencies.** Donee's obligations under this Agreement are contingent on: i) Donee being satisfied, on or before the Date of Closing, with the state of title to the Property; ii) Donee being satisfied, on or before the Date of Closing, with the results of its physical inspection of the Property; and iii) all of the representations and warranties made by Donor in Section 8 below being true as of the Closing Date. If any contingency is not satisfied on or before the Date of Closing, Donee may terminate this Agreement by giving written notice of termination to Donor. Failure of Donee to give Donor written notice of termination on or before the Date of Closing constitutes Donee's waiver of such contingencies.

### 3. OPERATION PRIOR TO CLOSING

During the period from the Effective Date to the Date of Closing, Donor shall maintain adequate liability insurance and insurance against loss by fire, windstorm, and other hazards and casualties. Further, Donor shall not execute any contracts, leases, easements, or other agreements regarding the Property without the written consent of Donee. On or before the Date of Closing, Donor shall terminate any outstanding contracts affecting the Property and pay for all labor or materials furnished to the Property at the request of Donor or on Donor's behalf.

### 4. CLOSING

- 4.1 **Closing Agent.** Title Company shall act as closing agent for the transaction.
- 4.2 **Closing Location.** The closing for the transfer of the Property shall occur at 1:00 p.m. on the Date of Closing, or another time mutually agreed to by the parties, at which time the closing for the conveyance of the Property (the "**Closing**") shall occur. The Closing shall take place at Title Company's office at 800 LaSalle Ave, Suite 2100, Minneapolis, Minnesota 55402, or at such other place as the parties may agree. Either party may attend the Closing in person or submit documents/deliveries into escrow with Title Company no later than 12 hours prior to Closing.
- 4.3 **Donor's Deliveries at Closing.** At Closing, Donor shall:
- 4.3.1 Execute and deliver a Limited Warranty Deed for the Property (the "**Deed**") conveying marketable fee title to the Property to Donee. The Deed shall certify Donor does not know of any wells on the Property.
  - 4.3.2 Execute and deliver to Title Company and Donee an appropriate Minnesota Uniform Conveyancing Form Affidavit (Form 50.1.2 / 50.1.3) to Title Company and Donor.
  - 4.3.3 Execute and deliver to Title Company and Donee a non-foreign affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code.
  - 4.3.4 Execute and deliver to Title Company appropriate federal income tax reporting forms and standard closing assurances.

4.3.5 Deliver to Title Company and Donee any other documents required by this Agreement or reasonably requested by Title Company.

4.4 **Donee's Deliveries at Closing.** At Closing, Donee shall deliver any documents required by this Agreement or reasonably requested by Title Company.

## 5. DELIVERY OF PROPERTY

Donor shall deliver possession of the Property to Donee at Closing in substantially the same condition as such Property existed on the Effective Date of this Agreement.

## 6. PRORATIONS AND ALLOCATIONS

6.1 **Real Estate Taxes and Special Assessments.** On or before Closing, Donor shall pay all real estate taxes, special assessments, and penalties due and payable regarding the Property for 2025 and prior years. Donee shall pay all real estate taxes, special assessments, and penalties due and payable regarding the Property for 2026 and thereafter.

### 6.2 Title and Closing Costs.

6.2.1 Donor shall pay the cost of the Survey.

6.2.2 Donee shall pay the cost of obtaining a title insurance commitment for the Property.

6.2.3 Donee shall pay the premium for any title insurance policy and endorsements that Donee desires.

6.2.4 Donee shall pay costs associated with its investigation of the Property.

6.2.5 Donee shall pay any closing fee charged by Title Company.

6.2.6 Donee shall pay the cost of recording the Deed.

6.2.7 Donee shall pay the \$1.65 deed tax.

### 6.3 Other Costs.

6.3.1 Each party shall pay its own attorneys' fees.

6.3.2 Donor shall pay the fees of any professional advisors retained by Donor to advise Donor regarding the donation and tax implications.

6.3.3 Donor shall pay the cost of any appraisal donor desires.

## 7. DONOR'S REPRESENTATIONS, WARRANTIES AND DISCLOSURES. Donor represents and warrants to Donee as follows:

7.1.1 **Authority.** Donor has the legal and corporate authority to enter into this Agreement and to convey the Property. The individuals executing this Agreement on behalf of Donor have the legal and corporate authority to execute this Agreement on behalf of Donor and to bind Donor.

- 7.1.2 **Status of the Property.** There are no unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the Property. There are no persons in possession of any portion of the Property other than pursuant to a recorded document. To the best of Donor's knowledge, there are no hazardous substances located on or about the Property. There are no wells located on the Property. There are no underground or above ground storage tanks of any size or type located on the Property. Sewage generated at the Property goes to a facility permitted by the Minnesota Pollution Control Agency. Methamphetamine production has not occurred on the Property.
- 7.1.3 **Donation.** Donor has retained its own professional advisors to advise Donor regarding the conveyance of the Property and the tax implications of the donation. Donor has not relied on any statements or representations made by Donee or its attorneys regarding such matters. This representation and warranty shall survive closing and delivery of the Deed.

8. **DONEE'S REPRESENTATIONS.** Donee represents and warrants to Donor as follows:

- 8.1.1 **Authority.** Donee has the full and complete authority to enter into this Agreement. The individuals executing this Agreement on behalf of Donee have the authority to execute this Agreement on behalf of Donee and to bind Donee.
- 8.1.2 **Donation.** Donee has authority to accept the donated Property.

9. **"AS-IS" CONVEYANCE.** Except as set forth in this Agreement to the contrary, Donee is accepting the Property in its existing condition "AS-IS, WHERE-IS, AND WITH ALL FAULTS."

10. **DEFAULT**

If either party to this Agreement defaults in the performance of any of such party's obligations under this Agreement, the non-defaulting party may, after written notice to the defaulting party, suspend performance of its obligations under this Agreement, and the rights of the non-defaulting party shall be as follows:

- 10.1 **Donor's Default.** If Donor defaults in the performance of any of Donor's obligations under this Agreement or if any of Donor's representations or warranties in Section 7 are found to be inaccurate prior to Closing, Donee may terminate this Agreement by providing written notice of cancellation to Donor or, in the alternative, initiate a civil action to compel Donor's specific performance of Donor's obligations under this Agreement.
- 10.2 **Donee's Default.** If Donee defaults in the performance of any of Donee's obligations under this Agreement, or if any of Donee's representations in Section

8 are found to be inaccurate prior to Closing, Donor may terminate this Agreement by providing written notice of cancellation to Donee.

- 10.3 **Damages.** If either party breaches a representation or warranty made by such party in Section 7 or 8 above, the other party may seek damages. Under no circumstance, however, shall either party be liable for consequential or special damages.
- 10.4 **Sole Remedies.** The remedies set forth in this Section 10 are the sole and exclusive remedies available to the parties.

## 11. NOTICES

- 11.1 **Donor.** All notices to Donor shall be deemed sufficiently given if in writing and i) personally delivered to Donor at: C.H. and C.P. Klein, L.L.P., c/o KTS, LLC, PO Box 905, Suite 10G, 600 W. 78<sup>th</sup> Street, Chanhassen, MN 55317 (“**Donor’s Address**”); ii) sent to Donor’s Address via overnight courier with item tracking; or iii) sent to Donor’s Address via registered or certified U.S. Mail.
- 11.2 **Donee.** All notices to Donee shall be deemed sufficiently given if in writing and i) personally delivered to Donee at: Chaska Economic Development Authority, Attn: Executive Director, One City Hall Plaza, Chaska, MN 55318 (“**Donee’s Address**”); ii) sent to Donee’s Address via overnight courier with item tracking; or iii) sent to Donee’s Address via registered or certified U.S. Mail.
- 11.3 **Date of Notice.** A notice shall be deemed given on the day of delivery in the case of personal delivery or the day after the same is deposited with an overnight courier or with the U.S. Postal Service in the case of the other permitted forms of delivery.

## 12. MISCELLANEOUS

This Agreement can only be modified or amended by another written agreement signed by both Donor and Donee. Subject to the first sentence of this paragraph, this Agreement shall bind and inure to the benefit of the respective heirs, successors, and assigns of the parties. This Agreement is governed by and shall be construed according to Minnesota law, exclusive of choice of law rules. Time is of the essence. The exhibits attached to this Agreement and the provisions contained in such exhibits are incorporated by reference as terms of the Agreement. Further, the provisions contained in the introductory paragraph and any recitals of this Agreement are also incorporated as terms of the Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email, document execution services (e.g., DocuSign), or other electronic means (e.g., pdf) shall be deemed binding, delivered and enforceable. This Agreement shall become effective only upon full execution and delivery by Donor and Donee.

**SIGNATURE PAGE TO REAL ESTATE DONATION AGREEMENT**

DONOR:

C.H. AND C.P. KLEIN LLP

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By: Daniel G. Klein  
Its: Member

Dated: \_\_\_\_\_, 2025

**SIGNATURE PAGE TO REAL ESTATE DONATION AGREEMENT**

DONEE:

CHASKA ECONOMIC DEVELOPMENT AUTHORITY

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Taylor Hubbard, President

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Matthew Podhradsky, Executive Director

Dated: \_\_\_\_\_, 2025

## EXHIBIT A

### Legal Description of Property

That part of Lot 1 of Block 1 of the Plat of THE KLEIN BRICK YARD, situated within the Southwest Quarter of the Southwest Quarter (SW/SW) of Section 4, Township 115 North, Range 23 West, City of Chaska, Carver County, Minnesota, described as follows:

COMMENCING at the intersection of the Easterly right of way of North Walnut Street with the South Line of said Section 4, and being the POINT OF BEGINNING; Thence North 14 degrees 31 minutes 22 seconds West, on an assumed bearing and along said Easterly right of way 2.98 FEET; Thence North 75 degrees 28 minutes 38 seconds East 265.00 FEET to a point on, and perpendicular to the Easterly line of said Lot 1 of Block 1; Thence South 14 degrees 31 minutes 22 seconds East, along last said Easterly line 74.59 FEET to said South Line of Section 4; Thence North 89 degrees 24 minutes 02 seconds West, along said Section Line 274.51 FEET, to the POINT OF BEGINNING.

**EXHIBIT B**  
**Diagram of Property**

