

Metropolitan Parks and Open Space Commission Report

For the Community Development Committee meeting of December 7, 2020

For the Metropolitan Council meeting of December 23, 2020

Subject: Pine Point Regional Park, Park Acquisition Opportunity Fund Program (Branson), Washington County
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That the Metropolitan Council:

1. Approve a grant of up to \$590,805 to Washington County to acquire the 48.52-acre Branson property located at 120th Street North in Stillwater Township for Pine Point Regional Park, contingent on Council approval of the amendment to the *2040 Regional Parks Policy Plan* (Business Item 2020-326), *Accept the Public Comment Report and Adopt the 2040 Regional Parks Policy Plan Amendment*.
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council.

Summary of Committee Discussion/Questions

Jessica Lee, Senior Parks Planner, presented the staff report to the Metropolitan Parks and Open Space Commission at its meeting on December 3, 2020.

Commissioner Jeremy Peichel asked about the funding for the acquisition and if it was typical to split the Legacy and Council bond funding per project instead of using all Legacy funds or all Council funds. Ms. Lee explained that normally each project has the 3/2 legacy/council split, but this year was unique because of the uncertainty around Legacy funding due to the pandemic and anticipated lower sales tax revenues, which is the source of Legacy funding. The funding split will be balanced over this fiscal year rather than by individual project.

The Metropolitan Parks and Open Space Commission voted unanimously to recommend the proposed action.

Metropolitan Parks and Open Space Commission

Meeting date: December 3, 2020

For the Community Development Committee meeting of December 7, 2020

For the Metropolitan Council meeting of December 23, 2020

Subject: Pine Point Regional Park, Park Acquisition Opportunity Fund Program (Branson), Washington County

MPOSC District: District F, Cecily Harris

Council District, Member: 12, Francisco Gonzalez

Policy/Legal Reference: Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; *2040 Regional Parks Policy Plan*, Chapter 4, Siting and Acquisition Policy- Strategy 1; Chapter 5, Planning Policy- Strategy 1; Chapter 8, Finance Policy- Strategy 7.

Staff Prepared/Presented: Jessica Lee, Senior Parks Planner (651-602-1621)

Division/Department: Community Development / Regional Parks

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$590,805 to Washington County to acquire the 48.52-acre Branson property located at 120th Street North in Stillwater Township for Pine Point Regional Park, contingent on Council approval of the amendment to the *2040 Regional Parks Policy Plan* (Business Item 2020-326), *Accept the Public Comment Report and Adopt the 2040 Regional Parks Policy Plan Amendment*.
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council.

Background

Washington County is seeking funding to acquire a 48.52 property for inclusion in Pine Point Regional Park. The County requested this grant on May 6, 2020. A copy of the Agency's request is attached to this item as Exhibit 2. Pine Point Regional Park is in the center portion of Washington County, in Stillwater Township. The Branson property is adjacent to the current park boundary. The Regional Parks Policy Plan Amendment (Business Item 2020-326) includes a boundary adjustment to incorporate this parcel into the official park boundary.

Park Acquisition Opportunity Fund (PAOF)

The Council's Park Acquisition Opportunity Fund (PAOF) program provides funding to purchase property and easements via two state sources: the Parks and Trails Legacy Fund (PTLF) and the Environment and Natural Resources Trust Fund (ENRTF). The Council contributes to the fund by matching every \$3 in state funds with \$2 in Council bonds.

State and Council funds contribute up to 75% of the purchase price and eligible costs; the Regional Park Implementing Agency (Agency) contributes the remaining 25% as local match.

Project budget

The appraised value of the property is \$776,500, and the seller has agreed to this amount. The total project cost including legal fees, taxes, and stewardship is \$787,740, as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$776,500
Appraisal	\$2,450
Closing costs, taxes	\$6,390
Phase I environmental site assessment	\$1,900
Stewardship (including building removal and site restoration)	\$500
Total project costs	\$787,740
Grant structure	
Grant amount (Parks and Trails Legacy Fund)	\$590,805
Local match (Washington County)	\$196,935

Council Review

Council staff conduct review of each PAOF request on a first-come-first-served basis under the following standards:

- the proposed acquisition complies with state statute and Council policy
- all necessary documentation for the acquisition is in place
- the appraisal is reasonable and appropriate

Council staff find that all of the standards for this request have been met.

Subject property

The Pine Point Regional Park master plan was approved in May 2020 ([Business Item 2020-120](#)) and included a boundary adjustment that is contingent on the approval of the 2040 Regional Parks Policy Plan Amendment. The subject 48.52-acre parcel is within the requested boundary adjustment for Pine Point Regional Park. There are no developments or structures on this land. Approximately 34 acres of this property have been used for agriculture, while 14 acres remain undeveloped with open meadow and remnants of native plant communities such as oak savanna. The property will be restored with the goal of establishing a diverse and protected stand of native plants consistent with the Pine Point Regional Park master plan.

Acquisition details

This is a straightforward, fee simple transaction.

Rationale

This acquisition is consistent with:

- The *2040 Regional Parks Policy Plan*
 - Planning Policy Strategy 1 requires that before an Agency can receive a grant for acquisition, the proposed project must be consistent with a Council-approved master plan. The Council approved the master plan for Pine Point Regional Park in May of 2020, with this parcel included as part of a boundary adjustment that is contingent on the approval of the 2040 Regional Parks Policy Plan Amendment.
 - Siting and Acquisition Strategy 1 requires that lands with natural resource features, access to water, and/or restoration potential will be a priority for the Regional Parks System. The property recommended for acquisition contains a small wetland and remnants of native plant communities and will be restored and added to the existing natural resource features of Pine Point Regional Park.

- Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park lands and matches every \$3 in state funds with \$2 in Council bonds.
- All requirements of PTLF and the 2021 appropriation. This funding aligns with the goals of the 25-year Parks and Trails Legacy Plan strategic direction of “Acquire land, create opportunities.”

Thrive Lens Analysis

This request is consistent with Thrive’s Livability and Stewardship outcomes. The Council’s investment in Pine Point Regional Park will provide additional access to outdoor recreation, enhance quality of life, and protect natural resources.

Funding

The Council will fund this grant through State Fiscal Year 2021 Parks and Trails Legacy Funds (\$590,805). Funds are available in the Council’s Authorized Capital Program.

Washington County will provide a local match of \$196,935.

Future reimbursement consideration

Washington County is not requesting future reimbursement consideration.

Known Support / Opposition

There is no known opposition.

Exhibit List

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

Exhibit 1 – Images

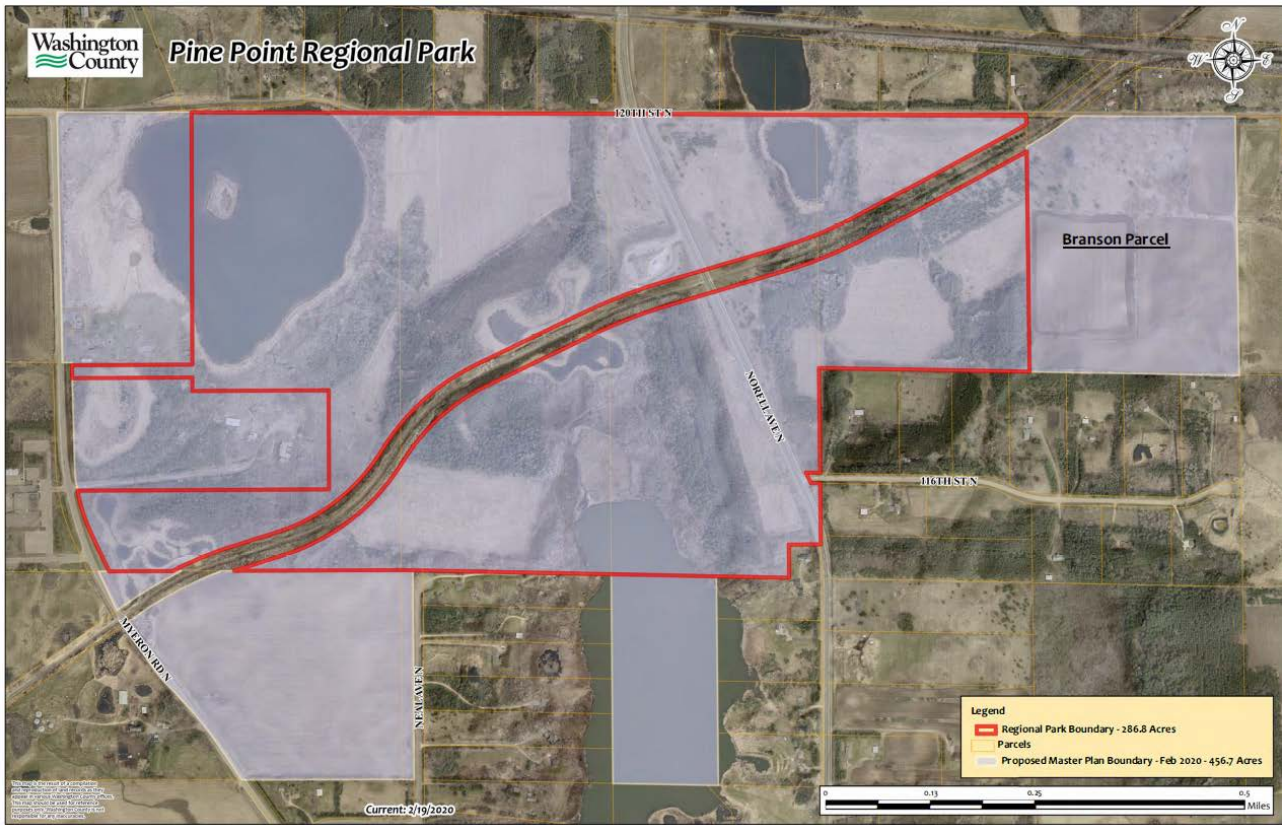


Figure 1. Map of Pine Point Regional Park and the Branson property



Figure 2. Aerial image of the Branson property


 Donald J. Theisen, P.E.
 Director

 Wayne H. Sandberg, P.E.
 Deputy Director/County Engineer

May 6, 2020

Jessica Lee
 Metropolitan Council
 390 North Robert Street
 St. Paul, MN 55101

REQUEST FOR ACQUISITION OPPORTUNITY GRANT FUNDS FOR PURCHASE OF THE BRANSON PROPERTY IN PINE POINT REGIONAL PARK

Dear Jessica:

Washington County request that the Metropolitan Council consider providing acquisition opportunity grant funds for the purchase of the Branson, et al property located within the boundary of Pine Point Regional Park in Stillwater Township. The Master Plan for this regional park is scheduled for final Met Council approval on May 13, 2020. This property is vacant land with no structures. The agreed upon price is the same as the appraised value.

The offer presented here has been signed by both landowner and the Washington County Board on April 7, 2020. Funding for this project is requested to be 75% from Metropolitan Council's Acquisition Opportunity Fund with the remaining 25% funded by Washington County funds.

Estimated Acquisition Costs:

Purchase Price	\$776,500.00
Estimated costs related to purchase	\$ 11,235.74

	\$787,735.74

Proposed Revenue Sources:

Acquisition Opportunity Fund (75%)	\$590,801.80
Washington County (25%)	\$196,933.94

	\$787,736.00 (rounded)

We understand that there are funds available in the 2021 fiscal year and hope to be able to use said funds. The closing for this property is set for December 31, 2020 following Met Council action on the grant request.

Page Two
May 6, 2020

Thank you for your consideration of this request. If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sharon M. Price". The signature is fluid and cursive, with the first name "Sharon" being the most prominent.

Sharon M. Price
Property Acquisition Manager

cc: Sandy Breuer, Parks Director
June Mathiowetz, Land & Water Legacy Program



Application

13864 - 2020 Parks Acquisition Opportunity Fund - Final Application

14294 - Pine Point Regional Park - Branson Property
 Parks Grants Acquisition

Status: Under Review

Submitted Date: 05/29/2020 9:37 AM

Applicant Information

Primary Contact:

Name:* Ms. Sharon Price
Salutation First Name Middle Name Last Name

Title:* Land Acquisition

Department:

Email:* Sharon.Price@co.washington.mn.us

Address:* 11660 Myeron Road N.

*** City:** Stillwater **State/Province:** Minnesota **Postal Code/Zip:** 55082

Phone:* 651-430-4391 Phone **Ext.:**

Fax:

What Grant Programs are you most interested in?* Parks Grants Acquisition

Organization Information

Name:* WASHINGTON CTY

Jurisdictional Agency (if different):

Organization Type:

Organization Website:

Address:* PUBLIC WORKS
 11660 MYERON RD

*** City:** STILLWATER **State/Province:** Minnesota **Postal Code/Zip:** 55082

County:* Washington

Phone:* 651-430-4325 Phone **Ext.:**

Fax:

PeopleSoft Vendor Number 0000028637A10

Project description

PAOF grants are limited to a single park or trail. Do not mix properties from more than one park or trail on a single request.

Park or trail name Pine Point RP-Washington County

Master plan

An acquisition request will not be considered complete until the property is included in a Council-approved master plan.

Is the project consistent with a Council-approved master plan? Yes

If yes, name of master plan and date of Council approval Pine Point Park Regional Park Master Plan 05/13/2020
Name of master plan Council approval date - Format: mmdyyyyy (Do not enter any punctuation.)

If no, has a master plan amendment been submitted to the Council for review and approval?

Acquisition method

Acquisition method Fee title

If the acquisition method is anything other than routine, provide more detail.

This question seeks a general description of the acquisition method - is this a routine purchase, or does it involve a land donation, park dedication fees, condemnation, or some combination? Please use this space to describe the overall acquisition project.

Does this acquisition involve eminent domain? No

Eminent domain

If eminent domain is being used:

(1) you must upload a copy of the notice your Agency provided to the Council that the petition to the Court was filed.

(2) Include documentation of your governing body's authorization (on the Other Acquisition Attachments web page).

When was the Council notified of your intention to use eminent domain?

Date the petition was filed.

Settlement date

Public domain

Note that ENRTF funding cannot be used for acquisitions of property already in the public domain unless a minimum of 12 LCCMR commissioners approve the transaction. If this is a public domain acquisition and if you propose using ENRTF, be sure your closing schedule accommodates planning to be included on a future LCCMR agenda.

Is any portion of the property currently in the public domain? No

If yes, describe/name the entity and the portion of the property it owns, as well as why this public-to-public transfer is necessary.

Closing date

The Council will process all acquisition requests expeditiously, but we do not guarantee that the approval process will be completed to meet your requested closing date. This date will be considered an estimate only. However, the acquisition must be completed during the standard one-year grant term unless prior approval is obtained from the Council or the grant term is amended.

Estimated closing date 12/31/2020
Format: mmdyyyyy (Do not enter any punctuation.)

Type of agreement Purchase Agreement
i.e., purchase agreement, offer letter, etc.

Date agreement expires 12/31/2020
Format: mmdyyyyy (Do not enter any punctuation.)

Relocation costs

Payment of relocation costs is required by both state and federal law, unless the seller waives those rights. Please consult with Agency attorneys to determine applicability for this acquisition. If the seller has waived relocation rights, you must upload an executed copy of the waiver.

Does the requested grant amount include relocation costs? No

Appraisal

The appraisal must have an effective date within one year of the date the purchase agreement is signed. The appraisal **MUST** list the Metropolitan Council as an intended user, and the intended use must include "negotiation and grant reimbursement."

Appraisal effective date 01/24/2020
Appraised value \$776,500.00
Amount being offered the seller (net of closing and other costs) \$776,500.00 100.0%
% of appraised value

Who performed the appraisal? Julie Jeffrey Schwartz
Who contracted for the appraisal (i.e., was it done at arms' length)? Washington County contracted the appraisal

Survey

Was a survey done? No

Quality of natural resources - is the property...

...undeveloped? Yes
Fully Partially
...wooded? Yes
Fully Partially
...shoreline? Fully Partially

Describe the existing natural resources it contains

Known opposition

Is the Agency aware of any opposition to this acquisition? No

If yes, explain:

Encumbrances

To your knowledge, are there any current or anticipated assessments or liens on property? No

If yes, describe.

Are there easements or other encumbrances on any part of the property? No

If yes, describe

Clear title

To your knowledge, does the current owner have clear title to the property? Yes

If not, what must be done to clear the title, and when will that be completed?

Suggested funding source

For guidance, see the PAOF rules in the 2040 Regional Parks Policy Plan at <http://metro council.org/Parks/Publications-And-Resources/POLICY-PLANS/2040-Regional-Parks-Policy-Plan.aspx>; for ENRTF fee title acquisition project requirements, see http://www.lccmr.leg.mn/pm_info/enrtf_fee-title-acquisition-project-requirements.pdf

The Council will review your project specifics and work with you to determine the optimal funding source(s).

Anticipated funding source PTLF Legacy / Council match
Select as many as apply

Funding source comments, if desired

Structures currently on the property

Does the property contain ANY No

structures?

If yes, are there any habitable structures?

Does the property currently contain any revenue-generating businesses? No

If yes, what is the plan for the structure(s)? N/A

If there are habitable structures, could they be relocated? If yes, how? If no, why not? N/A

If the property contains habitable structures or revenue-generating businesses, describe:

For ENRTF funding only

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

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

Stewardship and minimal access

Describe the stewardship plan.

The Branson property contains remnants of native plant communities such as Oak Savannah which is part of the quality care area to restore within Pine Point Regional Park. The goal is to establish a diverse and protected stand of native plants and to then repeat invasive species management and planting steps in adjacent areas to expand the area of regeneration. The initial vegetation planted would be a wildlife cover to stabilize the site. Longer term restoration efforts would consist of plantings consistent within the Pine Point Regional Park Master Plan.

How will the stewardship implementation be funded?

Are you requesting funds to provide minimal access to the property (prior to it being open to the public) as part of this grant request? No

If yes, how will those funds be used?

Site Description

Land Use History

Current land uses Agricultural
Select as many as apply

Previous land uses Agricultural
Select as many as apply

Adjacent land uses Park
Select as many as apply

Inspection

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

Sellers and parcels

Seller name	Parcel address	PID	Acres (SF for easements)	Date PA signed	Habitable structures?	MN House district	City	County	Met Council district	MPOSC	Latitude	Longitude
Constance Branson, et al	East of Norell Ave along 120th St, Stillwater Twp	05.303.20.11.0002	0	04/07/2020	No	39A	Stillwater Township	Washington	12		45.12131	-92.82583
			0.00									

Local match

Source of local match

Will you be requesting consideration for future reimbursement of any part of your local match?

If yes, how much? \$0.00

Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Fran Miron	County Board Chair	
Kevin Corbid	County Administrator	
Richard Hodsdon	Assistant County Attorney	Yes

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$776,500.00	\$582,375.00	\$0.00	\$194,125.00
Appraisal expenses				
Appraisal	\$2,450.00	\$1,837.50	\$0.00	\$612.50
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$1,900.00	\$1,425.00	\$0.00	\$475.00
Phase II environmental site assessment	\$0.00	\$0.00	\$0.00	\$0.00
Environmental contamination remediation	\$0.00	\$0.00	\$0.00	\$0.00
Holding expenses				
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Land stewardship	\$500.00	\$375.00	\$0.00	\$125.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$215.00	\$161.25	\$0.00	\$53.75
Legal services and closing costs	\$950.00	\$712.50	\$0.00	\$237.50
Property tax equivalency payment-473.341	\$655.00	\$491.25	\$0.00	\$163.75
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$2,570.00	\$1,927.50	\$0.00	\$642.50
Title insurance	\$2,000.00	\$1,500.00	\$0.00	\$500.00
Well disclosure statement	\$0.00	\$0.00	\$0.00	\$0.00
Other holding	\$0.00	\$0.00	\$0.00	\$0.00
Other expenses				
Other expenses	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$787,740.00	\$590,805.00	\$0.00	\$196,935.00

Total Estimated Acquisition Costs

Totals	Total acquisition cost	Total paid with state funds	Total paid with metro funds	Total paid by agency	Total grant amount
Total Estimated Acquisition Cost (calculated after costs above are entered)	\$787,740.00	\$590,805.00	\$0.00	\$196,935.00	\$590,805.00

Required Attachments - Acquisition

Attachment	Description	File Name	Type	File Size
SECTION 1 - All of the following are required to BEGIN review unless otherwise indicated				
1.0 Grant request letter (REQ'D)	Pine Point Regional Park - Branson Property Grant Request Letter	Branson Property Grant Request Letter.pdf	pdf	135 KB
2.0 Master plan documentation (REQ'D)	Pine Point Park Master Plan	Final_MC Approved 5-13-20_PPRP Master Plan_Reduced.pdf	pdf	30.7 MB
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	Pine Point Park Resolution to Acquire	2020-036 Resolution Acquire_Branson.pdf	pdf	125 KB
4.0 Signed purchase agreement/instrument (REQ'D)	Pine Point Park - Branson Property Purchase Agreement	PA_Signed 4-7-20.pdf	pdf	768 KB
5.1 Appraisal report (REQ'D)	Pine Point Park - Branson Appraisal	Appraisal - Branson PropertyRev1 - 2020.pdf	pdf	4.0 MB
5.2 Appraisal review report (NOT req'd)				
5.3 Client's instructions to appraiser (REQ'D)	Pine Point Park Branson Appraisal Criteria	RFP_Appraisal Branson Property.pdf	pdf	1.6 MB
5.4 Title documentation (Req'd before finalization)				
6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)				
6.2 Phase II environmental assessment report (required if indicated in Phase I)				
7.0 Survey report (NOT req'd)				
8.0 Legal description in Microsoft Word that includes PIDs and, if available, address	Pine Point Regional Park - Branson Legal Description	Branson Property Legal Description.docx	docx	13 KB
9.0 Land stewardship plan	Pine Point Regional Park - Branson Stewardship Plan	Branson Property Stewardship Plan.pdf	pdf	8 KB
10.0 Relocation description and estimated costs OR signed waiver of relocation rights				
SECTION 2 - Condemnation only - all required for eminent domain				
11.1 For condemnations, copy of notice to Council advising court filing				
11.2 Condemnation or administrative settlement				
11.3 Documentation of when petition was filed with court				
SECTION 3 - Matching grant				
12.0 If this grant will serve as match to another grant, copy of other grant is required				
SECTION 4 - Required images & GIS information				
13.1 Aerial photo showing park/trail boundary with parcel overlay (REQ'D)	Pine Point Regional Park Boundary - Branson Parcel	PPPRboundary_Branson_3-27-20.pdf	pdf	1.0 MB
13.2 For trails, parcel map showing trail route (Required for trails)				
13.3 Image documenting location of property within RPS unit (REQ'D)	Pine Point Regional Park - Park Boundary-Branson Property	PPPRboundary_Branson_3-27-20.pdf	pdf	1.0 MB
13.4 GIS shape-file for property (REQ'D)	Pine Point Regional Park - Branson Parcel	2017 Aerial_48ac 120th St - Stwr Twp_1-29-20_reduce.pdf	pdf	696 KB
SECTION 5 - Invoices				
14.1 Invoices: State deed tax or conservation fee (REQ'D)	Pine Point Regional Park - Branson State Deed Tax and Conservation Fee Estimate	Branson Property State Deed_Cons Fee Estimate.pdf	pdf	9 KB
14.2 Invoices: Current property tax statement with pro-rated share of tax due (REQ'D)	Pine Point Regional Park - Branson Property 2020 Tax Estimate	Branson Property 2020 Taxes Estimate.pdf	pdf	10 KB
14.3 Invoices: Tax equivalency payment (REQ'D)	Pine Point Regional Park - Branson Tax Equivalency Estimate	Branson Property Tax Equivalency.pdf	pdf	502 KB
14.4 Invoices: Phase 1 environmental assessment (Required if claimed in application)	Pine Point Regional Park - Branson Phase I ESA Invoice	Phase I AET Invoice.pdf	pdf	95 KB
14.5 Invoices: Phase II environmental assessment (Required if claimed in application)				
14.6 Invoices: Appraisal (Required if claimed in application)	Pine Point Park - Appraisal Invoice	Appraisal Invoice_Branson.pdf	pdf	254 KB
14.7 Invoices: Appraisal review invoice (Required if claimed in application)				
14.8 Invoices: Title insurance (Required if				

claimed in application)

SECTION 6 - Estimated costs

15.1 Estimated costs: Itemized ESTIMATE of closing costs	Pine Point Regional Park - Branson Closing Costs Estimate	Branson Property Closing Costs Estimate.pdf	pdf	8 KB
15.2 Estimated costs: Land stewardship	Pine Point Regional Park - Branson Stewardship Plan Estimate	Branson Property Stewardship Estimate.pdf	pdf	20 KB
15.3 Estimated costs: Minimal access development				
15.4 Estimated costs: Other (NOT req'd)				

Additional attachments

BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2020-036

DATE April 7, 2020
MOTION
BY COMMISSIONER Weik

DEPARTMENT Public Works - Parks
SECONDED BY
COMMISSIONER Karwoski

**RESOLUTION TO PURCHASE VACANT LAND AT 120TH STREET NORTH
FOR INCLUSION INTO PINE POINT REGIONAL PARK**

WHEREAS, Washington County is interested in acquiring the property described herein in Stillwater Township, Minnesota, for inclusion into the Pine Point Regional Park; and,

WHEREAS, the owners agree to sell the property to the County.

NOW, THEREFORE, BE IT RESOLVED, that the Washington County Board of Commissioners hereby authorize its Chair and Administrator to execute on behalf of the County a Purchase Agreement and any other documents necessary for the County to purchase the property legally described as follows:

The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Five (5), Township Thirty (30) North Range Twenty (20) West, excepting the railroad right of way in the Northwest corner.

For the sum of \$776,500.00.

ATTEST: *Karen J Corbid*

COUNTY ADMINISTRATOR

Ken Weik

COUNTY BOARD CHAIR

	YES	NO
MIRON	<u>X</u>	___
KARWOSKI	<u>X</u>	___
KRIESEL	<u>X</u>	___
JOHNSON	<u>X</u>	___
WEIK	<u>X</u>	___

Contract #
13379

PURCHASE AGREEMENT

Between

**CONSTANCE M. BRANSON, ROXANNE R. O'HEARN AND
RICHARD T. PARENT AND DEBORAH M. PARENT
LIVING TRUST u/d/t DATED APRIL 22, 2014**

("SELLER")

and

WASHINGTON COUNTY

("BUYER")

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made to be effective the 7th day of April, 2020 (the "Effective Date of this Agreement") between CONSTANCE M. BRANSON, ROXANNE R. O'HEARN and the RICHARD T. PARENT AND DEBORAH M. PARENT LIVING TRUST u/d/t APRIL 22, 2014, (hereinafter referred to as "Sellers") and WASHINGTON COUNTY (hereinafter referred to as "Buyer").

RECITALS AND PRELIMINARY STATEMENT OF FACTS

1. Sellers are the owners of certain real property located in the County of Washington, State of Minnesota, and legally described in the attached Exhibit "A" (the "Property").
2. Sellers desire to sell and Buyer desires to purchase the Property subject to the terms and conditions hereof.

In consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

COVENANTS

1. **SALE AND PURCHASE** Sellers agree to sell and Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement.
2. **CLOSING DATE** The "Closing" and "Closing Date" shall be on or before December 31, 2020.
3. **PURCHASE PRICE** The "Purchase Price" shall be Seven Hundred Seventy-six Thousand Five Hundred and no/100 (\$776,500.00) Dollars. The Purchase Price shall be payable in cash or cash equivalent at Closing.

4. **TITLE, TAXES, CLOSING COSTS**

4.1 Within a reasonable amount of time after execution of this Agreement, Sellers shall provide Buyer with an updated abstract of title or a commitment for an owner's policy of title insurance for the Property, which shall include proper searches covering bankruptcies and state and federal judgments, liens, and levied and pending special assessments (the "Title Commitment"). Buyer shall have fifteen (15) days after receipt of the Title Commitment to have Buyer's attorney examine the Title Commitment and provide Sellers'

attorney with written objections. Buyer shall be deemed to have waived any title objection not made within the applicable time period. If written objections are received as specified above and Sellers agree to cure such objections, then closing shall be delayed for a reasonable period in order for Sellers to cure such objections. If Sellers do not agree to cure any such objections, then Buyer may proceed to closing which shall constitute a waiver by Buyer of such objections or this Agreement shall be terminated upon receipt by Sellers' attorney of a cancellation of this Agreement executed by Buyer. Sellers shall pay the costs to issue the Title Commitment and Buyer shall pay any premium for the owner's policy, any lender's policy and any endorsements.

4.2 Sellers and Buyer shall prorate real estate taxes payable in the year of closing as of the Closing Date. Sellers shall pay special assessments levied as of the Effective Date of this Agreement together with any Green Acres payback if applicable. Buyer shall pay special assessments pending or levied after the Effective Date of this Agreement. Sellers are responsible for all taxes due and owing in all previous years and any green acres payback.

4.3 On the Closing Date Sellers shall deliver to Buyer the following "**Transfer Documents**":

- (i) a Warranty Deed and/or Trust Deed depending upon title subject to the following exceptions:
 - (a) building and zoning laws, ordinances, state and federal regulations;
 - (b) restrictions relating to use or improvements of the Property without effective forfeiture provisions;
 - (c) any reservation of any mineral or mineral rights to the State of Minnesota;
 - (d) drainage and utility easements which do not interfere with existing improvements;
 - (e) assessments which become pending after the Effective Date of this Agreement;
 - (f) other matters approved by Buyer in writing or deemed to be waived by Buyer in accordance with the terms of this Agreement;
- (ii) any and all trust documents necessary to conduct the sale of the property;
- (iii) a standard form Seller's Affidavit;
- (iv) Closing Statement; and,

(v) such other documents as may be reasonably necessary to consummate this transaction.

4.4 Buyer shall execute and deliver the following documents at Closing:

(i) a Certificate of Real Estate Value with respect to the Property;

(ii) a Closing Statement;

(iii) all documents relating to any Buyer financing or otherwise reasonably necessary to consummate this transaction.

4.5 Buyer shall be responsible for payment of state deed tax and for payment of all recording fees relating to the transfer deed(s).

5. **ENVIRONMENTAL** Sellers makes no warranties express or implied with respect to the environmental condition of the Property.

6. **NOTICE** All notices required by this Agreement shall be sent in writing and shall be deemed given (1) if and when personally delivered; (2) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth below; or, (3) on the third business day after being deposited in the United States mail to the following addresses by postage prepaid certified or registered mail. Any party may change that party's address for notice by giving written notice thereof in accordance with the provisions of this Section to the other parties.

TO SELLERS: Constance M. Branson – as Representative
4265 Chimo East
Deephaven, MN 55391

TO BUYER: Washington County
11660 Myeron Road North
Stillwater, MN 55082-9573
ATTN: Sharon M. Price
Property Acquisition Manager

7. **BROKERAGE INDEMNITY AGREEMENT** Sellers currently have the property listed for sale with the brokerage firm of Coldwell Banker Realty, Stillwater, MN with a specific exclusion if the Sellers enter into a purchase agreement with Washington County within the first 120 days of the listing. The listing date is November 12, 2019. Buyer is not responsible for any provision changes between Sellers and Broker. Both parties agree to indemnify and hold the other party harmless from any inaccuracy in their respective foregoing representation with respect to real estate brokers and agents.

8. **WELL DISCLOSURE** Sellers certifies that Sellers have no knowledge of a well on the property.

9. **SEPTIC SYSTEM** Sellers do not know of a private sewer system on the property.
10. **DEFAULT** If this transaction is not consummated by reason of default by Sellers or Buyer hereunder, then the non-defaulting party shall be entitled to terminate this Agreement upon thirty (30) days' written notice to the other party consistent with Minnesota Statutes § 559.21. In addition, either Buyer or Sellers may sue for specific performance or damages, so long as such party commences suit within ninety (90) days after the time the cause of action arises. The non-defaulting party shall be entitled to recover its attorney fees and costs incurred as a result of a default under this Agreement.
11. **ASSIGNABILITY** This Agreement and Buyer's rights hereunder and Buyer's interest in the Property shall not be assigned without Sellers' consent.

12. **MISCELLANEOUS**

12.1 Buyer may obtain a Phase I Environmental Assessment of the Property. In the event Buyer determines that a Phase II Environmental Assessment or any resultant corrective action is necessary, such corrective action and an allocation of those costs shall be negotiated between the parties. Sellers shall have the right to terminate this Agreement, upon written notice to Buyer, if it elects not to agree to a Phase II Environmental Assessment and, upon such termination. The cost of the Phase I Environmental Assessment shall be borne by the Buyer.

12.2 Buyer and its contractors shall have access to the Property prior to Closing to perform the Phase I Environmental Assessment and other testing and inspection deemed necessary by Buyer. Sellers will coordinate with Buyer for access to the property.

12.3 This Agreement contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreement or understanding not set forth herein, whether made by any agent or party hereto.

12.4 This Agreement shall be governed by and construed in accordance with the laws of Minnesota. The invalidity or unenforceability of any provision of this Agreement in any particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.

12.5 Buyer is a participant in the grant program authorized by chapter 563, Laws of Minnesota, 1974. This program was established pursuant to the law to provide for acquisition, preservation, protection, development, and betterment of regional recreational open space for public use. This purchase is conditioned upon Buyer being approved to receive these grant funds. If these funds are denied or no longer available to Buyer, this Agreement shall be null and void and neither party shall be liable for damages to the other.

12.6 This purchase is for inclusion into Pine Point Regional Park. Washington County is completing the final approvals for the Pine Point Regional Park Master Plan. This purchase is conditioned upon the master plan for Pine Point Regional Park being approved by the Metropolitan Council. Approval for this master plan by the Metropolitan Council is in May, 2020. Master Plan approval is necessary for Washington County to receive any funds to aid in the acquisition of property within Pine Point Regional Park.

12.7 This Agreement shall not be binding or effective until properly executed and delivered by Sellers and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date last below written.

SELLERS:

By: _____
Constance M. Branson

By: Roxanne R. O'Hearn
Roxanne R. O'Hearn

Richard T. Parent and Deborah M. Parent
Living Trust u/d/t dated April 22, 2014

By: _____
Deborah M. Parent, Trustee

By: _____
Richard T. Parent, Trustee

BUYER:

WASHINGTON COUNTY

Buyer [Signature] 4-7-20
Fran Miron
Washington County Board Chair

Buyer Kevin J Corbid 4-7-20
Kevin Corbid
Washington County Administrator

Approved as to form:

Richard Hobson
Assistant County Attorney

As per Washington County Board
Resolution No. 2020-036 dated the 7th day
of April, 2020

12.6 This purchase is for inclusion into Pine Point Regional Park. Washington County is completing the final approvals for the Pine Point Regional Park Master Plan. This purchase is conditioned upon the master plan for Pine Point Regional Park being approved by the Metropolitan Council. Approval for this master plan by the Metropolitan Council is in May, 2020. Master Plan approval is necessary for Washington County to receive any funds to aid in the acquisition of property within Pine Point Regional Park.

12.7 This Agreement shall not be binding or effective until properly executed and delivered by Sellers and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date last below written.

SELLERS:

BUYER:

WASHINGTON COUNTY

By: _____
Constance M. Branson

Buyer _____
Fran Miron
Washington County Board Chair

By: _____
Roxanne R. O'Hearn

Buyer Kevin J Corbid 4-7-20
Kevin Corbid
Washington County Administrator

Richard T. Parent and Deborah M. Parent
Living Trust u/d/t dated April 22, 2014

By: Deborah M. Parent
Deborah M. Parent, Trustee

By: Richard T. Parent
Richard T. Parent, Trustee

Approved as to form:

Assistant County Attorney

As per Washington County Board
Resolution No. _____ dated the _____ day
of _____, 20__

12.6 This purchase is for inclusion into Pine Point Regional Park. Washington County is completing the final approvals for the Pine Point Regional Park Master Plan. This purchase is conditioned upon the master plan for Pine Point Regional Park being approved by the Metropolitan Council. Approval for this master plan by the Metropolitan Council is in May, 2020. Master Plan approval is necessary for Washington County to receive any funds to aid in the acquisition of property within Pine Point Regional Park.

12.7 This Agreement shall not be binding or effective until properly executed and delivered by Sellers and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date last below written.

SELLERS: BUYER:

WASHINGTON COUNTY

By: *Constance M. Branson* Buyer
Constance M. Branson *3/8/20* Fran Miron
Washington County Board Chair

By: Buyer
Roxanne R. O'Hearn Kevin Corbid
Washington County Administrator
Richard T. Parent and Deborah M. Parent
Living Trust u/d/t dated April 22, 2014

By: _____
Deborah M. Parent, Trustee

By: _____
Richard T. Parent, Trustee

Approved as to form:

Assistant County Attorney

As per Washington County Board
Resolution No. _____ dated the _____ day
of _____, 20____

EXHIBIT A
Legal Description of the Property

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Five (5), Township Thirty (30) North of Range Twenty (20) West, excepting the railroad right of way in the Northwest corner.



Lake State Realty Services, Inc.

2140 Otter Lake Drive

White Bear Lake, MN 55110

(651)653-0788

E-mail: info@lakestate.com

November 20, 2020

Ms. Sharon Price, Property Acquisition Manager
Washington County
11660 Myeron Road North
Stillwater, MN 55082 -9573

RE: Market Value Appraisal
The Constance M. Branson Et Al Property
XXXX 120th Street North, Stillwater Township, MN 55082

Dear Ms. Price:

Pursuant to your request, an inspection and appraisal have been made of the above referenced property for the purpose of estimating the as-is market value for negotiations related to the possible acquisition of the subject property by Washington County for inclusion into the Pine Point Regional Park. The date of valuation is the date of inspection, January 24, 2020.

This appraisal estimates the current market value of the described real estate, subject to the certification and the assumptions and limiting conditions herein stated. The methods and reasoning used in the analyses, as well as the data gathered during the investigation of the property and marketplace are also detailed in this report.

After careful consideration of all the pertinent factors influencing fair market value, it is our opinion that the subject property has a market value in fee simple estate as of January 24, 2020, the effective date of valuation, of:

Seven Hundred Seventy-Six Thousand Five Hundred Dollars (\$776,500)

This appraisal report has been completed to comply with the Uniform Standards of Professional Appraisal Practice (USPAP, 2020-2021 version) of the American Appraisal Foundation; the Minnesota DNR Supplemental Appraisal and Appraisal Review Guidelines (effective 1/1/2016); the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA); the Minnesota Department of Commerce Rules Section 2808-1100 and the Minnesota Standards of Conduct Chapter 2808.6000 (appraisal licensing).

Please feel free to contact me if you have any questions regarding this report. Thank you for the opportunity to assist you in this valuation matter.

Respectfully Submitted,

Julie Jeffrey Schwartz, Certified General Appraiser
Minnesota #4002423



APPRAISAL SUMMARY

Project Branson et al Property	Acquisition No. N/A	Project No. N/A	Parcel N/A	County Washington
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APPRAISER: Julie Jeffrey Schwartz Lake State Realty Services, Inc. 2140 Otter Lake Drive White Bear Lake, MN 55110 Telephone No. 651-653-0788	OWNER: Constance M Branson et al 20330 Knights Bridge Road Excelsior, MN 55331-9346 Per the client the owners are: Constance M. Branson, Roxanne R. O'Hearn and Deborah M. Parent Telephone No. Deb Parent: 651-439-4378		
County Property Tax I.D. Number 05.030.20.11.0002	Section 05	Township 030	Range 020
Zoning A-4, Agricultural District	Township/Municipality Stillwater Twp.	Population 2,366 (2010 Census)	School District ISD 834 - Stillwater
Real Estate Taxes - Current Year \$1,398 (Paid 2019)	Delinquent Amount \$0	Special Assessments \$0	Assessment Balance \$0

Road Frontage: ___ Paved X Gravel - Approximately 1,020 feet Road Name: 120th Street North

Water Frontage: ___ Lake ___ Stream - ___ feet Water Body: Not Applicable

Recreational Quality of Water Frontage: ___ Fishing and Swimming ___ Fishing Only ___ None Not Applicable

Public Hazards: None we have been made aware of.

Total contiguous ownership consists of 48.52 acres.

Proposed ACQUISITION consists of 48.52 acres.


48.52 Total Acres @ \$16,000/acre Sub Total: \$ 776,500, rounded

Utility Value of Improvements: N/A \$0.00

Severance Damages Not Applicable

Marketing Time Estimate 4-8 months

TOTAL: \$ 776,500

Appraiser's Signature	Date
 Julie Jeffrey Schwartz , MN Certified General License #4002423	11/20/2020

