

Committee Report

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: August 7, 2023

For the Metropolitan Council: August 23, 2023

Business Item: 2023-170

Minneapolis Chain of Lakes Regional Park, Park Acquisition Opportunity Fund Award (Ruddick),
Minneapolis Park and Recreation Board

Proposed Action

That the Metropolitan Council:

1. Contingent on the approval of the concurrent Minneapolis Chain of Lakes Regional Park long-range plan amendment, approve a grant of up to \$964,125 to Minneapolis Park and Recreation Board to acquire a 0.2-acre parcel located at 1699 West 34th Street for the Minneapolis Chain of Lakes Regional Park.
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council.

Summary of Metropolitan Parks and Open Space Commission Discussion/Questions

Jessica Lee, Senior Planner, presented the staff report to the Metropolitan Parks and Open Space Commission on August 3, 2023. Minneapolis Park and Recreation Board staff were in attendance.

There was a short discussion about overall program funding and how it has been available at much higher levels since the pandemic. Chair Tony Yarusso asked how much funding was available for the Park Acquisition Opportunity Fund program, and Lee responded that it is somewhere around \$12 or \$13 million. Commissioner Bob Moeller asked if that funding has an expiration date. Lee explained that the Parks and Trails Legacy Fund does not expire but the Environment and Natural Resources Trust Fund does have an expiration date.

The Metropolitan Parks and Open Space Commission voted unanimously to approve the proposed actions.

Motion by Commissioner Bob Moeller, seconded by Commissioner Monica Dillenburg. Motion carried.

Business Item

Metropolitan Parks and Open Space Commission



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District(s), Member(s):	District C, Cana Yang District 6, John Pacheco Jr.
Policy/Legal Reference:	Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; 2040 <i>Regional Parks Policy Plan</i> , Chapter 4, Siting and Acquisition Policy- Strategy 1; Chapter 5, Planning Policy- Strategy 1; Chapter 8, Finance Policy- Strategy 7. FM 15-2 Grant/Loan Approval Policy, FM 14-2 Expenditures for the Procurement of Goods and Services Policy.
Staff Prepared/Presented:	Jessica Lee, Senior Planner, 651-602-1621
Division/Department:	Community Development / Regional Planning

Proposed Action

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2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council.

Background

Regional Park Implementing Agency and Project Request

Minneapolis Park and Recreation Board (MPRB) requested a Park Acquisition Opportunity Fund (PAOF) grant on May 12, 2023, and submitted their application on June 14, 2023, to fund the acquisition of a 0.2-acre parcel for Minneapolis Chain of Lakes Regional Park. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3. This acquisition request is contingent on approval of the long-range plan amendment (Business Item 2023-169), concurrent with this item, which will incorporate this parcel into the park as originally intended (see Exhibit 1, Figures 3 and 4).

Minneapolis Chain of Lakes Regional Park encompasses 5 lakes in Southwest Minneapolis- Lake Harriet, Bde Maka Ska, Lake of the Isles, Cedar Lake, and Brownie Lake (see Exhibit 1, Figures 2 and 3). The regional park is over 1,500 acres and is the highest visited regional park in the system.

Subject Property

The subject 0.2-acre property is within the proposed boundary of Minneapolis Chain of Lakes Regional Park. The MPRB had originally intended to include this parcel in the park boundary, as it is entirely encircled by parkland and public right-of-way, but it was left out due to an oversight. Acquiring this property will provide contiguous green space and parkland and it allows for an expanded nature play area with sweeping views of Lake Bde Maka Ska. The property contained a home that was damaged beyond repair in a recent fire and has since been removed. The site is partially wooded with many large oak trees that were fortunately not damaged in the fire.

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 by matching every \$3 in state funds with \$2 in Council funds. The \$3 to \$2 match is required at the program level, not the individual project level.

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 subject property is \$1,250,000, and the seller has agreed to the same purchase amount. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, taxes, and appraisal is \$1,285,500, as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$1,250,000
Appraisal, legal fees, taxes, closing costs	\$33,000
Environmental assessment	\$2,500
Total Costs	\$1,285,500
Grant structure	
Grant amount	\$964,125
Local match	\$321,375

Acquisition Details

This is a straightforward fee-title acquisition.

Rationale

Council staff conduct the 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.

This acquisition is consistent with:

- The Parks and Trails Legacy Fund
- 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 long-range plan. This business item is contingent on Council approval of the Minneapolis Chain of Lakes Regional Park long-range plan amendment, set for Council action on August 23, 2023. The proposed acquisition is within the boundaries of the proposed long-range plan



amendment.

- Siting and Acquisition Strategy 1 prioritizes the acquisition of lands with natural resource features, access to water, and/or restoration potential for the Regional Parks System. The subject property was always intended to be in the park, and will provide contiguous greenspace and parkland, and allow for an expanded nature play area with a sweeping view of Lake Bde Maka Ska.
- Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park lands and matching every \$3 in state funds with \$2 in Council bonds.

Thrive Lens Analysis

This request is consistent with *Thrive MSP 2040's* Livability and Stewardship outcomes. The Council's investment in Chain of Lakes Regional Park will provide additional access to nature, the lakes, and the outdoors and enhance quality of life.

Funding

The Council will fund the 75% share with Parks and Trails Legacy Fund and Council funds. The PAOF program has available undesignated funds in the Council's Authorized Capital Program.

MPRB will provide a local match of \$321,375.

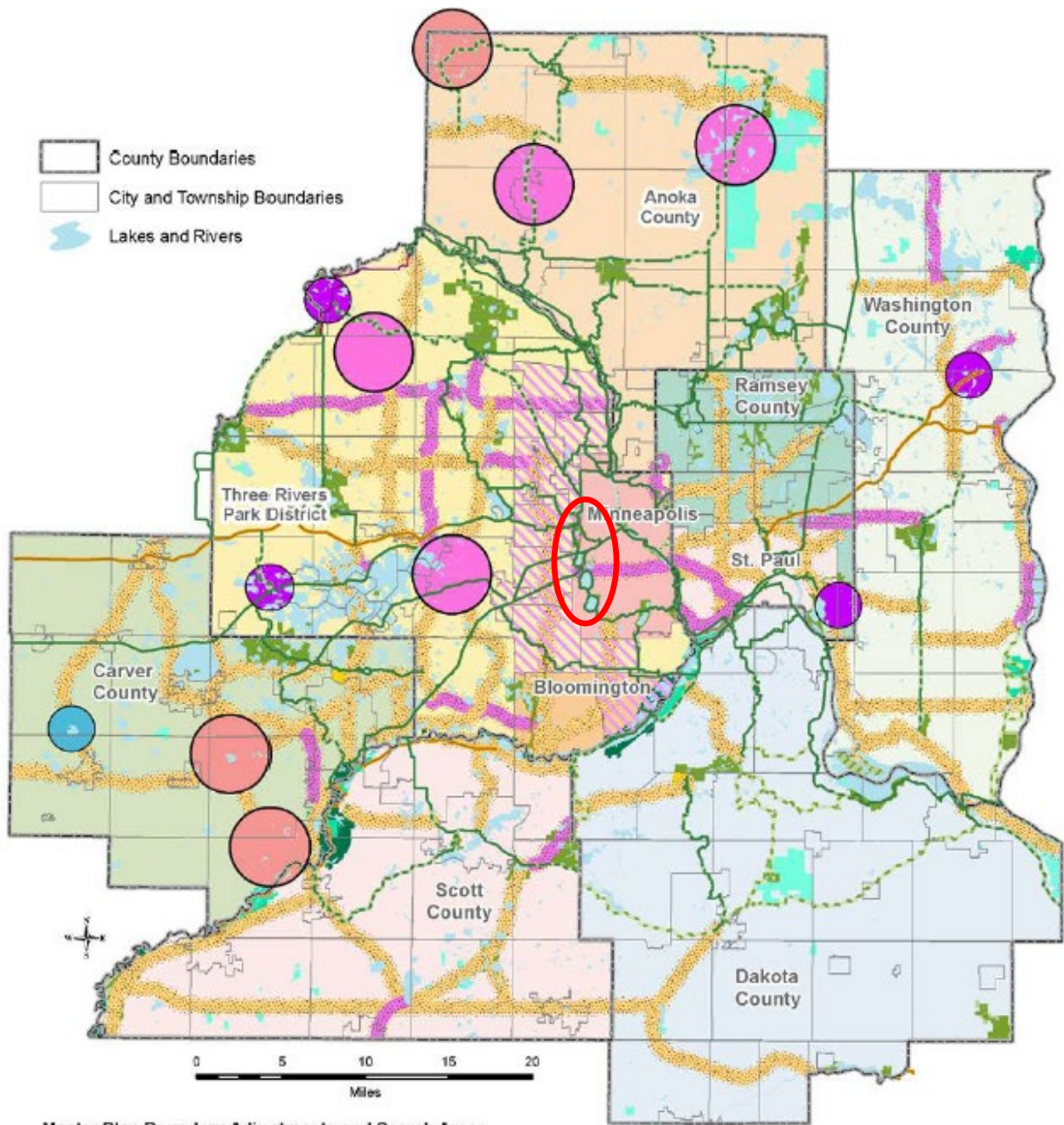
Exhibit List

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



Exhibit 1 – Images

Figure 1. Map of the Regional Parks System and Minneapolis Chain of Lakes Regional Park (circled in red)



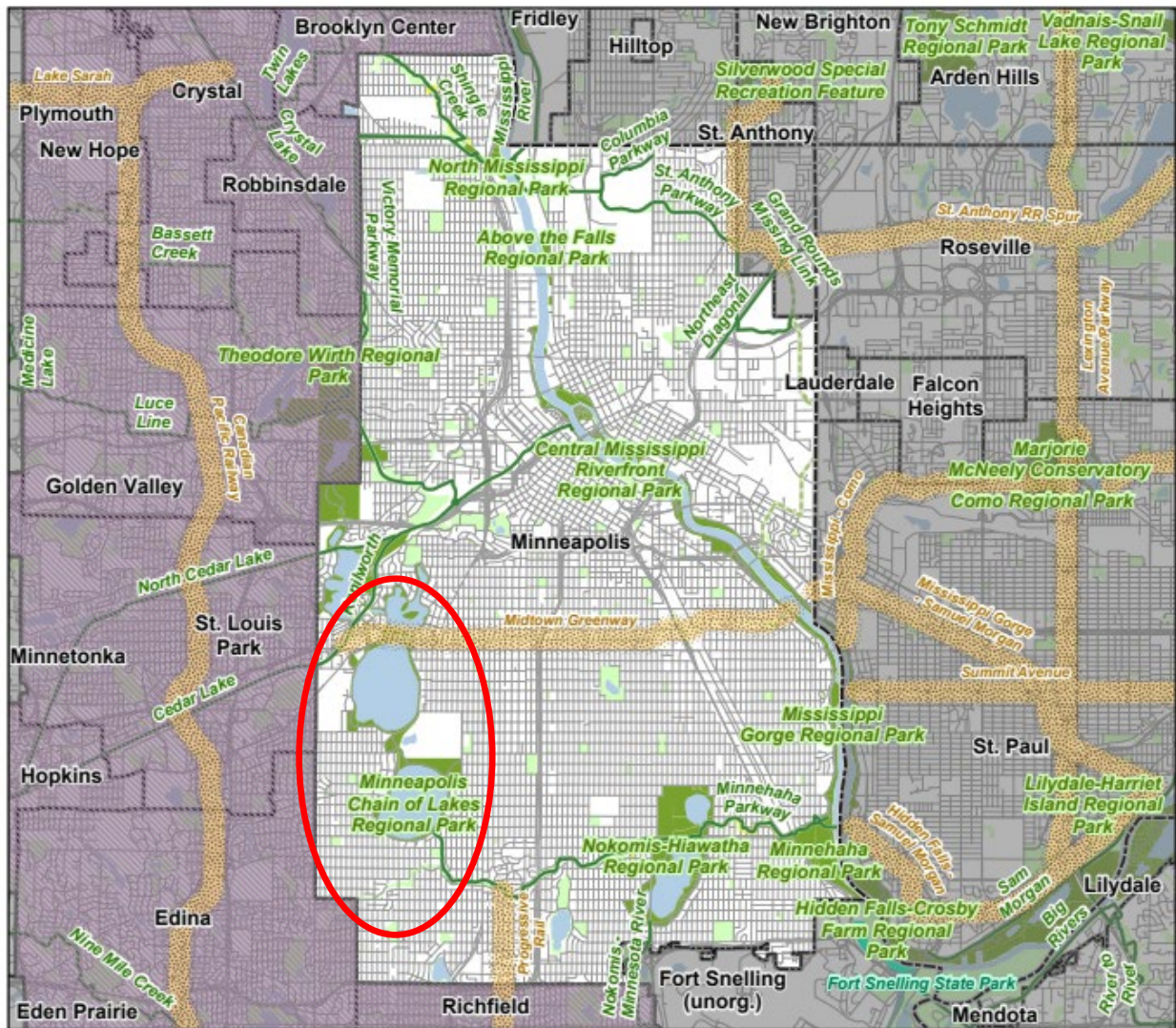
Master Plan Boundary Adjustments and Search Areas

- | | |
|---|---|
| Existing: | 2020 Amendment: |
| Boundary Adjustment | Boundary Adjustment |
| Park Search Area | Park Search Area |
| | First-Ring City Bridging Facility Search Area |
| 2020 Amendment Regional Trail Search Corridor | |
| Regional Trail Search Corridors | |

- Regional Trails (Open to the Public)
- Regional Trails (Not Open to the Public)
- State Trails
- Regional Trail Planned (Not Open to Public)
- Regional Parks (Open to the Public)
- Regional Parks (Not Open to the Public)
- Planned Parks (Not Open to the Public)
- State Wildlife Management Areas
- State Parks
- MN Valley National Wildlife Refuge
- Minnesota Valley State Trail and Recreation Area
- Special State Recreation Features



Figure 2. Map of Minneapolis and Minneapolis Chain of Lakes Regional Park circled in red.



Regional Parks

- Existing (Open to Public)
- In Master Plan (Not Open to Public)
- Planned Parks and Reserves

Regional Trails

- Existing (Open to Public)
- Existing (Not Open to Public)
- Planned
- Regional Trail Corridor Land

Regional Park Search Areas and Regional Trail Search Corridors

- Boundary Adjustments
- Search Areas
- Regional Trail Search Corridors
- First-Ring City Bridging Facility Search Area

State Parks

- State Parks
- State Wildlife Management Areas (Publicly Accessible)
- Scientific and Natural Areas (SNA)
- Special State Recreation Features
- Other Parks, Preserves, Refuges and Natural Areas
- Minnesota Valley National Wildlife Refuge
- MN Valley National Wildlife Refuge
- Minnesota Valley State Trail and Recreation Area
- Road Centerlines

Figure 3. Map of the proposed boundary adjustment from the concurrent Minneapolis Chain of Lakes Regional Park long-range plan amendment, showing the subject property in red.



Figure 4. Map of the subject property, adjacent to Bde Maka Ska Park, part of the Minneapolis Chain of Lakes Regional Park.



Exhibit 2: Grant request letter



Minneapolis Park & Recreation Board

Administrative Offices
2117 West River Road North
Minneapolis, MN 55411-2227

Northside Operations Center
4022 1/2 North Washington Avenue
Minneapolis, MN 55412-1742

Southside Operations Center
3800 Bryant Avenue South
Minneapolis, MN 55409-1000

Phone
612-230-6400

Fax
612-230-6500

www.minneapolisparcs.org

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Billy Menz
Steffanie Musich
Tom Olsen
Elizabeth Shaffer
Becka Thompson

Superintendent
Al Bangoura

Secretary to the Board
Jennifer B. Ringold

May 12, 2023

Emmett Mullin
Manager, Regional Parks and Natural Resources
Metropolitan Council Community Development

Re: Request for Funding from the Park Acquisition Opportunity Fund

Mr. Mullin:

The Minneapolis Park and Recreation Board (MPRB) would like to formally request funding from the Park Acquisition Opportunity Fund to purchase and incorporate into Minneapolis Chain of Lakes Regional Park a residential lot located at 1699 West 34th Street in Minneapolis. Our total request amount is \$964,125, based on a purchase price of \$1,250,000 and additional costs totaling \$35,500. Though not currently within the regional park boundary, this parcel and the adjacent MPRB-owned Loon Lake Trolley Path were intended by the Board of Commissioners of MPRB to be a part of the regional park. A concurrent request to adjust the regional park boundary to include them is expected to be considered by the Metropolitan Council on the same schedule as this PAOF request. A brief description of the property follows.

1699 34th Street West

PID 0402824310077 0.2 acres

A single residential lot sits between the Loon Lake Trolley Path parcel and the regional parkland along Bde Maka Ska, with access from 34th Street. This unusually shaped parcel is entirely encircled by parkland and public right-of-way. As shown in the development plan for the Loon Lake Trolley Path, this site would provide contiguous greenspace and parkland, and allow for an expanded nature play area with a high view of the lake. Sadly, the home on this parcel recently burned and the future ownership of and development on the parcel is in question. Habitat and view protection are clear goals of the regional park system and this parcel would contribute to the protection and enjoyment of Bde Maka Ska.

Sincerely,

A handwritten signature in black ink, appearing to read 'ARVIDSON'.

Adam Regn Arvidson, PLA, FASLA
Director of Strategic Planning
Minneapolis Park and Recreation Board
aarvidson@minneapolisparcs.org
612-230-6470

Exhibit 3: Grant application



Application

18956 - FY2024 Park Acquisition Opportunity Fund Program

19360 - Acquisition of 1699 West 34th Street as part of Minneapolis Chain of Lakes Regional Park

Parks Grants Acquisition

Status: Submitted
Submitted Date: 06/14/2023 3:06 PM

Primary Contact

Name:* Adam Regn Arvidson
Pronouns First Name Middle Name Last Name

Title: Director of Strategic Planning

Department:

Email: aarvidson@minneapolisparcs.org

Address: 2117 West River Road

***** Minneapolis Minnesota 55411
City State/Province Postal Code/Zip

Phone:* 612-230-6470
Phone Ext.

Fax:

What Grant Programs are you most interested in? Parks Legacy Fund

Organization Information

Name: MINNEAPOLIS PARK & RECREATION BOARD

Jurisdictional Agency (if different):

Organization Type:

Organization Website:

Address: 2117 W RIVER RD

* MINNEAPOLIS Minnesota 55411-2227
City State/Province Postal Code/Zip

County: Hennepin

Phone:* 612-230-6420
Ext.

Fax:

PeopleSoft Vendor Number 0000002639A4

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 Mpls Chain of Lakes RP-Minneapolis Park & Rec. Board

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? Concurrent amendment request will make project consistent with long-range plan

If yes, name of master plan and date of Council approval Chain of Lakes Long Range Plan Amendment August 2023

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

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**.*

This is a routine acquisition from a willing seller at market value.

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 09/29/2023

Format: mmdyyy (Do not enter any punctuation.)

Type of agreement Purchase Agreement

i.e., purchase agreement, offer letter, etc.

Date agreement expires 09/29/2023

Format: mmdyyy (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 04/24/2023

Appraised value \$1,250,000.00

Amount being offered the seller (net of closing and other costs) \$1,250,000.00 100.0%
% of appraised value

Who performed the appraisal? Julie Jeffrey Schwartz

Who contracted for the appraisal (i.e., was it done at arms' length)? Minneapolis Park and Recreation Board

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

The site is a residential lot in Minneapolis that formerly featured a residential home set amidst large overstory trees. The home will be demolished after suffering a catastrophic fire. The overstory trees were unharmed and remain on site.

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 structures? Yes

If yes, are there any habitable structures? No

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

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

The property contains an uninhabitable residential unit that was recently determined to be a complete loss due to fire. The structures will be completely removed prior to closing.

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

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.

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 Residential

Select as many as apply

Previous land uses Residential

Select as many as apply

Adjacent land uses Residential

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 addresses	PID	Acres (SF for easements)	Date PA signed	Habitable structures?	MN House district	City	County	Met Council district	MPOS C	Latitude	Longitude	
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Keith Ruddick and Barbara Balkman Ruddick	1699 34th Street West, Minneapolis, MN	040282 431007 7	0.2	06/07/2023	No	62B	Minneapolis	Hennepin		C	44.9411	-93.3033	
			0										

Local match

Source of local match

Private fundraising/philanthropy; MPRB General Fund

Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Margret Forney	President of the Board of Commissioners	
Jennifer Ringold	Board Secretary	

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$1,250,000.00	\$562,500.00	\$375,000.00	\$312,500.00
Appraisal expenses				
Appraisal	\$2,500.00	\$1,125.00	\$750.00	\$625.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$2,500.00	\$1,125.00	\$750.00	\$625.00
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	\$0.00	\$0.00	\$0.00	\$0.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$17,000.00	\$7,650.00	\$5,100.00	\$4,250.00
Legal services and closing costs	\$9,000.00	\$4,050.00	\$2,700.00	\$2,250.00
Property tax equivalency payment-473.341	\$0.00	\$0.00	\$0.00	\$0.00
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$0.00	\$0.00	\$0.00	\$0.00
Title insurance	\$4,500.00	\$2,025.00	\$1,350.00	\$1,125.00
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	\$1,285,500.00	\$578,475.00	\$385,650.00	\$321,375.00

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)	\$1,285,500.00	\$578,475.00	\$385,650.00	\$321,375.00	\$964,125.00

Required Attachments - Acquisition

APPRAISAL OF



Vacant Land

LOCATED AT:

1699 34th Street West
Minneapolis, MN 55408

CLIENT:

Ms. Christine D. Downey
Minneapolis Park and Recreation Board - Strategic Planning Department

AS OF:

April 24, 2023

BY:

Julie Jeffrey Schwartz
Certified General Appraiser

May 4, 2023

Ms. Christine D. Downey, Real Property Administrator
Minneapolis Park & Recreation Board - Strategic Planning Department
2117 West River Road
Minneapolis, MN 55411

RE: An Appraisal of 1699 34th Street West, Minneapolis, MN 55408 - As Vacant Land

Dear Ms. Downey:

The purpose of this appraisal is to estimate the market value of the subject property, as vacant. The property rights appraised are the fee simple interest in the site.

In my opinion, the estimated market value of the property as of April 24, 2023 (the date of the inspection) is:

\$1,250,000 (One Million Two-Hundred Fifty Thousand Dollars)*

*The opinion of value is subject to the following hypothetical condition: (term defined by USPAP later in this report):

For the purpose of this appraisal, we are appraising as though the property is comprised of vacant land only, and the existing residence, and ancillary site improvements have been removed and the site is cleared and ready for development, as of the effective date of this appraisal, April 24, 2023. The use of this hypothetical condition may have affected the assignment results.

The attached report contains the description, analysis and supportive data for the conclusions, final estimate of value, descriptive photographs, limiting conditions and appropriate certifications.

Respectfully Submitted,



Julie Jeffrey Schwartz
Minn. #4002423
Certified General Appraiser

Exhibit 5: Board approval to purchase property

Resolution 2023-96

Offered by: *Elizabeth Schalket*

Seconded by: *Becky Thompson*

Resolution 2023-96

RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH KEITH AND BARBARA RUDDICK FOR THE ACQUISITION OF 1699 WEST 34TH STREET, MINNEAPOLIS, MINNESOTA LOCATED ADJACENT TO MINNEAPOLIS CHAIN OF LAKES REGIONAL PARK, FOR \$1,250,000 AND OTHER CONSIDERATIONS

Whereas, The Minneapolis Park and Recreation Board (MPRB) was created by the Minnesota Legislature in April 1883 and has the authority to acquire parkland with six votes of the Board of Commissioners;

Whereas, The Board of Commissioners adopted the Bde Maka Ska – Harriet Master Plan, offering guidance for the evolution of that portion of the Minneapolis Chain of Lakes Regional Park;

Whereas, The Board of Commissioners adopted the Southwest Service Area Master Plan, which includes guidance for the evolution of the Loon Lake Trolley Path on the east side of Bde Maka Ska and direction that the Bde Maka Ska – Harriet Master Plan be amended to include both the Loon Lake Trolley Path and a parcel located at 1699 West 34th Street (the Property) as a part of the regional park;

Whereas, A plan amendment process has been initiated with the Metropolitan Council requesting that the Bde Maka Ska – Harriet Master Plan include the referenced plan for the Loon Lake Trolley Path and incorporate the Property within the regional park boundary;

Whereas, The Property is anticipated in the Southwest Service Area Master Plan to be developed as a nature play node, an overlook with public art and historic interpretation, and a gateway feature with signage;

Whereas, The Property suffered a catastrophic fire in March, rendering the residential structure unrepairable;

Whereas, Keith and Barbara Ruddick (Owners) are the owners and willing sellers of the Property;

Whereas, MPRB engaged a qualified professional to conduct an appraisal of the Property in support of a possible MPRB acquisition;

Whereas, MPRB staff will soon initiate a process to access the Metropolitan Council's Park Acquisition Opportunity Fund (PAOF), which can be applied to the acquisition at 75 percent of up to 110 percent of the appraised value;

Whereas, MPRB would be responsible for the difference between PAOF funds and the sale price;

Whereas, MPRB staff are investigating the use of other funds that might be used toward the acquisition of the Property, including funds raised through efforts of the community;

Whereas, The Owners have indicated a sale price of \$1.25 million, which corresponds reasonably to the appraisal conducted by the MPRB;

Whereas, MPRB has outlined terms related to its acquisition of the Property that include a purchase price and contingencies related to successful amendment of the Bde Maka Ska – Harriet Master Plan by the Metropolitan Council, success in the granting of PAOF funds from the Metropolitan Council to support the acquisition of the Property, and other terms proposed by the Owner;

Whereas, The Owner finds the terms of be acceptable for the MPRB’s acquisition of the Property;

Whereas, The Owner desires to sell and MPRB desires to purchase and acquire the Property; and


Whereas, This resolution is supported by Parks for All, the MPRB Comprehensive Plan 2021-2036, under Goal 3: “Provide core services with care;” and Goal 9: “Operate a financially stable enterprise;”

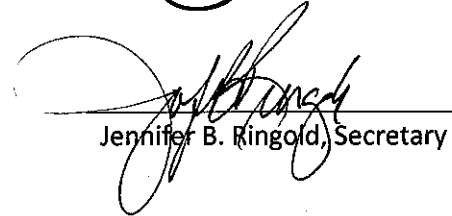
RESOLVED, That the Board of Commissioners authorizes the execution of a Purchase Agreement with Keith and Barbara Ruddick for the acquisition of 1699 West 34th Street, Minneapolis, Minnesota, located adjacent to Minneapolis Chain of Lakes Regional Park, for \$1,250,000 and other considerations; and

RESOLVED, That the President of the Board and Secretary to the Board are authorized to take all necessary administrative actions to implement this resolution.

Adopted by the Minneapolis Park and Recreation Board
In formal meeting assembled on June 7, 2023

Commissioner	Aye	Nay	Abstain	Absent
Forney	α			
Crudup	α			
Olsen				α
Menz	α			
Thompson	α			
Alper	α			
Shaffer	α			
Musich	α			
Abene	α			

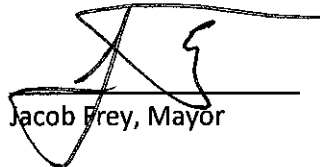

Margret Forney, President


Jennifer B. Ringold, Secretary

Mayor Action:

APPROVED

VETOED


Jacob Frey, Mayor

JUN 08 2023

Date

MINNEAPOLIS PARK AND RECREATION BOARD

AN ACTION, RESOLUTION OR ORDINANCE

In accordance with Article VI, Section 6.2(j), of the City Charter, there is herewith submitted to you, the Mayor of the City of Minneapolis, an action, resolution or ordinance adopted by the Minneapolis Park and Recreation Board which you may approve by affixing your signature herein below or if you disapprove of same to return to the Board, with your objection thereto, by depositing the same with the Secretary of the Board to be presented to the Board at their next meeting where the question of its passage will be put again before the Board.

X.B.2.


Resolution 2023-90

RESOLUTION APPROVING THE CONSTRUCTION COOPERATIVE AGREEMENT BETWEEN HENNEPIN COUNTY AND THE MINNEAPOLIS PARK AND RECREATION BOARD FOR A SEGMENT OF THE EAST BANK TRAIL ON MAIN STREET BETWEEN 1ST AVENUE NE AND HENNEPIN AVENUE NE, A PART OF THE CENTRAL MISSISSIPPI RIVERFRONT REGIONAL PARK AND FURTHER AMENDING THE 2023 CAPITAL IMPROVEMENT PROGRAM TO ALLOCATE \$199,958 FROM THE NICOLLET ISLAND-EAST BANK NEIGHBORHOOD PORTION OF THE DIBBLE-HORNSTEIN PARKLAND DEDICATION FUND TO COMPLETE THE PROPOSED PROJECT

PASSED June 7, 2023

APPROVED

VETOED


Secretary of the Board


Mayor

Exhibit 6: Purchase agreement

PURCHASE AGREEMENT

June 7
THIS AGREEMENT is made as of *June 7*, 2023 (the "Effective Date") between Keith Ruddick, as Trustee of the Keith Ruddick Revocable Trust dated 1/12/07 and Barbara Balkman Ruddick, as Trustee of the Barbara Balkman Ruddick Revocable Trust dated 1/12/07 ("Seller") and the City of Minneapolis, acting by and through its Park and Recreation Board, a public body under the laws of the State of Minnesota ("Buyer").

RECITALS

Seller is the fee owner of certain real property located in Hennepin County, Minnesota, containing approximately .2 acres, with a street address of 1699 34th Street West, PID No. 04-028-24-31-0077 and as legally described on Exhibit A (the "Land"), together with all buildings and improvements constructed or located on the Land (the "Buildings") and all easements and rights benefiting or appurtenant to the Land (collectively, the "Real Property").

Buyer desires to purchase the Real Property and other property and interests described in Section 1 of this Agreement (collectively, the "Property") from Seller, pursuant to the terms of this Agreement, for use as landscaped park land ("Proposed Use").

Seller desires to sell the Property to Buyer, pursuant to the terms of this Agreement.

Seller has applied for a demolition permit from the City of Minneapolis concerning the existing improvements on the Property ("Demolition Permit"). It is anticipated that Seller, at Seller's expense, shall complete the demolition pursuant to the Estimate dated March 31, 2023 attached hereto as Exhibit B, cap all private utilities (gas, telephone and electric), and satisfy all the requirements and conditions of the Demolition Permit and Section 89.580 of the Minneapolis Code of Ordinances (collectively, "Demolition") prior to the Closing Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, the Property, which shall include all property described in this Section 1.

1.1 Real Property. The Real Property as described in the first Recital paragraph.

1.2 Permits. Seller's interest in the permits and licenses pertaining to the Real Property, if any ("Permits").

- 1.3 Records. All records of Seller regarding the damage to and Demolition of the Property, including without limitation, any permits, testing, construction/demolition contracts and lien waivers ("Records").
2. Purchase Price. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$1,250,000.00.
3. Payment of Purchase Price. The Purchase Price shall be paid as follows:
 - 3.1 Earnest Money. \$40,000.00 (the "Earnest Money") shall be paid by Buyer to Title Company within two (2) business days of the Effective Date, and shall be applied at Closing toward payment of the Purchase Price, or applied otherwise as provided in this Agreement.
 - 3.2 Certified Funds At Closing. At Closing, the balance of the Purchase Price, subject to prorations and adjustments provided herein, shall be deposited into escrow with the Title Company, to be disbursed by the Title Company to Seller.
4. Contingencies. Unless waived by Buyer in writing, Buyer's obligation to purchase the Property shall be subject to and contingent upon each of the following:
 - 4.1 Representations and Warranties. The representations and warranties of Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date and Seller shall have delivered to Buyer at closing a certificate dated on the Closing Date, signed by an authorized representative of Seller, certifying that such representations and warranties are true as of the Closing Date (the "Bring-Down Certificate").
 - 4.2 Performance of Seller's Obligations. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.
 - 4.3 Title. Title shall have been found acceptable, or made acceptable, in accordance with the requirements and terms of Section 10 below.
 - 4.4 Environmental Site Assessment. On or before the Contingency Date (defined below), Buyer shall have approved, in Buyer's sole discretion, a Phase I Environmental Site Assessment (prepared in accordance with the current ASTM standards for Phase I Environmental Site Assessments) to be prepared with regard to the Real Property by an environmental consultant chosen by Buyer (the "Phase I"). Buyer shall cause the Phase I to be prepared at Buyer's cost and expense.

- 4.5 Testing. Buyer shall have determined, in its sole discretion, on or before the Contingency Date, that it is satisfied with the results of and matters disclosed by the Phase I and any other soil tests, engineering inspections, hazardous waste and environmental reviews of the Property, all such tests, inspections and reviews to be obtained at Buyer's sole cost and expense.
- 4.6 Inclusion into Minneapolis Chain of Lakes Regional Park. Approval of an amendment to Bde Maka Ska Lake Harriet Master Plan by the Metropolitan Council that would include the Property and Loon Lake Trolley Path into the Minneapolis Chain of Lakes Regional Park, in response to request by Buyer.
- 4.7 Funding. Obtaining approval from the Metropolitan Council and other funding sources of sufficient grants to pay the Purchase Price.
- 4.8 Document Review. On or before five (5) business days after the Execution Date, Seller shall deliver to Buyer true and correct copies of all Permits and Records for Buyer's review and analysis. Buyer shall have determined, on or before the Contingency Date, that it is satisfied with its review and analysis of the Permits and Records as described in Section 1, and the Permitted Encumbrances described in Section 10.2 of this Agreement.
- 4.9 Government Approvals. On or before the Contingency Date, Buyer shall have obtained all appropriate governmental approvals and permits necessary, in Buyer's sole discretion, to construct and operate the Proposed Use, which approvals may include, without limitation, appropriate zoning, conditional use permits, curbcut and other access permits, signage permits, building permits, required licenses, and site plan approval. Seller shall without charge to Buyer cooperate in Buyer's attempts to obtain all such governmental approvals. Seller shall further execute such rezoning applications, plans, environmental worksheets and other documents as may be required by governmental bodies to accomplish the foregoing.
- 4.10 No Adverse Action. There shall not exist on the Closing Date any lawsuit, zoning change, governmental investigation, or other proceeding challenging the transaction contemplated in this Purchase Agreement, or which might adversely affect the right of Buyer to own, develop, or use the Property after the Closing Date for Buyer's Proposed Use thereof, nor shall any such action have been threatened or instituted.
- 4.11 Demolition and Condition of Property. On or before Closing, Seller shall have completed the Demolition and removed from the Real Property all debris, trash, rubbish, garbage, rubble, and yard waste and delivered to Buyer (i) copies of any Demolition permits and final inspection reports from

municipal authorities certifying completion of the Demolition and (ii) lien waivers from all contractors working on the Demolition.

The "Contingency Date" shall be August 31, 2023. If (i) any of the contingencies listed in Sections 4.4, 4.5, 4.6, 4.7 4.8 or 4.9 have not been satisfied on or before the Contingency Date, or (ii) if any of the contingencies listed in Sections 4.1, 4.2, 4.3, 4.10 or 4.11 have not been satisfied on or before the Closing Date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Such notice of termination may be given at any time on or before the Contingency Date or Closing Date, as appropriate. Upon such termination (a) Buyer and Seller shall execute a recordable written termination of this Agreement, (b) the Earnest Money and any interest accrued thereon shall be released to Buyer, and (c) upon such return, neither party will have any further rights or obligations regarding this Agreement or the Property. All the contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of Buyer and Buyer shall have the right to unilaterally waive any contingency by written notice to Seller. Buyer shall be deemed to have waived any contingency not raised by written notice to Seller on or before the Contingency Date or Closing Date, as appropriate.

5. Buyer's Access and Investigation. Seller shall allow Buyer and Buyer's agents access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing of the Property. Buyer shall pay all costs and expenses of such investigation and testing, and shall indemnify and hold Seller and the Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall further promptly repair and restore any damage to the Property caused by or occurring during Buyer's testing and return the Real Property and/or personal property to substantially the same condition as existed prior to such entry.

6. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on that date which is twenty (20) business days after the earlier of the satisfaction of the last of the contingencies set forth in Section 4 or the date when Buyer shall give notice to Seller that the contingencies which are to have been satisfied on the Contingency Date have been waived or satisfied, or such earlier date as is acceptable to Buyer (the "Closing Date") but in no event shall the Closing Date be later than a date which is twenty (20) business days after the Contingency Date. The Closing shall take place at 10:00 a.m. local time at the office of the Escrow Agent in Minneapolis, Minnesota, or at such other place as may be agreed to. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

7. Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):

7.1 Deed. A Limited Warranty Deed, in recordable form satisfactory to Buyer, conveying marketable title to the Real Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances.

7.2 Assignment of Permits and Records. An Assignment of Permits and Records, if any, in form reasonably satisfactory to Buyer, conveying the

Permits and Records to Buyer, free and clear of all encumbrances, together with the consent of all parties having a right to consent to such Assignment.

- 7.3 Title Policy. The Policy described in Section 10 of this Agreement, or a suitably marked up Title Commitment for the Policy initialed by Title, or a pro forma owner's policy signed by Title, in the form required by this Agreement.
- 7.4 Bring-Down Certificate. A certificate reaffirming as of the Closing Date all of the Seller's Representations and Warranties contained in paragraph 12 of this Agreement.
- 7.5 Seller's Affidavit. An Affidavit of Seller indicating that on the Closing Date (a) there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Real Property; (b) there has been no skill, labor, or material furnished to the Real Property for which payment has not been made or for which mechanic's liens could be filed; and (c) there are no other unrecorded interests in the Real Property, to Seller's knowledge, together with whatever standard owner's affidavit and/or indemnity (ALTA Form) which may be required by Title to issue the Policy described in Section 10 of this Agreement.
- 7.6 Original Documents. Original copies of the Permits and Records, if in the Seller's possession, custody, or control.
- 7.7 FIRPTA Affidavit. A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- 7.8 IRS Reporting Form. The appropriate Federal Income Tax reporting form, if any, as required.
- 7.9 Certificate of Trust, Affidavit of Trustee. An Affidavit of Trustee and Certificate of Trust for each of the trusts constituting Seller.
- 7.10 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances, except the Permitted Encumbrances.

8. Buyer's Closing Documents. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents"):

- 8.1 Purchase Price. The Purchase Price, by wire transfer of U.S. Federal Funds to be received in Title's trust account or by certified check delivered to Seller on or before 1:00 a.m. local time on the Closing Date.
- 8.2 Title Documents. Such Affidavits of Purchaser, Certificates of Value or other documents as may be reasonably required by Title in order to record the Seller's Closing Documents and issue the Policy.

9. Prorations. Seller and Buyer agree to the following prorations and allocation of costs and income regarding this Agreement:

- 9.1 Title Insurance and Closing Fee. Buyer will pay all costs of the Title Evidence described in Section 10 of this Agreement and the fees charged by Title for any escrow required regarding Buyer's Objections. Buyer will pay the premium or cost of the Policy and all additional premiums required for the issuance of any mortgagee's title insurance policy required by Buyer. Seller and Buyer will each pay one-half of any reasonable and customary closing fee or charge imposed by any closing agent designated by Title.
- 9.2 Deed Tax. Seller shall pay all state deed tax regarding the Limited Warranty Deed to be delivered by Seller under this Agreement.
- 9.3 Real Estate Taxes and Special Assessments. At Closing, the Purchase Price shall be adjusted as follows:
- 9.3.1 Current Year's Taxes. All real property taxes which have become a lien on the Property ("Taxes") and which are due and payable prior to the year in which Closing occurs, shall be paid by Seller at or prior to Closing. All Taxes which are due and payable in the year in which Closing occurs shall be prorated to the Closing Date. Seller has already paid the entire amount of taxes due and payable in 2023 so if this sale closes in 2023, Seller shall receive a credit at Closing. The proration shall result in Seller's payment of Taxes from January 1 to the date immediately prior to the Closing Date and Buyer's payment of Taxes from the Date of Closing to December 31, irrespective of whether the taxes for the year in which they are due and payable have already been paid.
- 9.3.2 Assessments. All charges for improvements or services already made to or which benefit the Property as of the Effective Date, and all levied and pending assessments (general or special) arising out of or in connection with any assessment district created or confirmed prior to the Closing Date, except for any of the foregoing related to

the Proposed Use ("Assessments") shall be paid in full by Seller at Closing.

- 9.3.3 Tax Amount Unknown. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of Taxes shall be made upon 110% of the most current estimate of such Taxes and Assessment installments, assuming for estimating purposes that the Real Property will be fully assessed. Seller shall deposit such sum in escrow and all interest earnings on such deposit will be paid to Seller. Title will retain such deposit to pay Seller's share of the actual Taxes and installments of Assessments (including interest) payable therewith and shall pay any excess over to Seller.
- 9.4 Recording Costs. Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller and requested by Buyer in this Agreement. Buyer will pay the cost of recording all other documents.
- 9.5 Demolition Costs. Seller shall pay all Demolition costs and provide final lien waivers from all Demolition contractors.
- 9.6 Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs payable before the Closing Date, and Buyer pays that part of such operating costs payable from and after the Closing Date.
- 9.7 Attorneys' Fees. Each of the parties will pay its own attorneys' fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees and court costs incurred by the nondefaulting party to enforce its rights regarding such default.
10. Title Examination. Title examination will be conducted as follows:
- 10.1 Seller's Title Evidence. Seller shall, within fifteen (15) days after the date of this Agreement, furnish to Buyer, at Seller's cost and expense, a Title Commitment (defined below). The following documents are collectively the "Title Evidence:"
- 10.1.1 Title Insurance Commitment. A commitment ("Title Commitment") for the most current form of an ALTA Form Owner's Policy of Title Insurance insuring title to the Real Property, deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be

identified by Buyer, in the amount of the Purchase Price, issued by Guaranty Commercial Title Company ("Title"). The Title Commitment will commit Title to insure title to the Property subject only to the Permitted Encumbrances.

10.1.2 Survey. Buyer may, at Buyer's expense, include as part of the Title Evidence a current ALTA survey prepared by a Registered Land Surveyor licensed to practice in the State of Minnesota ("Survey"). If Buyer elects to obtain a survey, Buyer shall order the survey promptly upon the execution of this Agreement and shall deliver a copy of the Survey to Seller.

10.1.3 Encumbrances. A copy of every document referenced as an exception to the title of the Real Property (including without limitation the Permitted Encumbrances) as described in the Title Commitment.

10.2 Buyer's Objections. Within fifteen (15) days after receiving the last of the Title Evidence, but in no event later than 45 days after receiving the Title Commitment, Buyer shall make written objections ("Objections") to the form and/or contents of the Title Evidence. Buyer's failure to make Objections within such time period will constitute a waiver of Objections. Any matter shown on the Title Evidence and not objected to by Buyer shall be a "Permitted Encumbrance" pursuant to this Agreement. Seller will have twenty (20) days after receipt of the Objections to cure the Objections, during which period the Closing will be postponed as necessary. Seller shall notify Buyer in writing within ten (10) days after receipt of Buyer's Objections whether it intends to correct any Objections. Seller shall have no obligation to cure any of the Objections and if it provides no written response to Buyer's Objections, Seller shall be deemed to have responded that it will not cure any Objections, provided, however, to the extent an Objection can be satisfied by the payment of money, Buyer shall have the right to apply a portion of the cash payable to Seller at the Closing to satisfaction of such Objection and the amount so applied shall reduce the amount of cash payable to Seller at the Closing. If Buyer refuses to cure the Objections or if the Objections are not cured within such (20) day period, Buyer will have the option to do any of the following:

10.2.1 Termination. Terminate this Agreement and receive a refund of the Earnest Money and the interest accrued and unpaid on the Earnest Money, if any. Upon such termination, neither party will have any further rights or obligations regarding this Agreement or the Property.

10.2.3 Waiver. Waive the Objections and proceed to close.

10.3 Title Policy. Title will furnish the Policy to Buyer at closing or a suitably marked up Title Commitment initialed by Title undertaking to issue the Policy in the form required by the Title Commitment as approved by Buyer.

11. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall fully complete the Demolition and otherwise operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance. Seller shall not execute any contracts, leases or other agreements regarding the Property during the Executory Period, without the written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.

12. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

12.1 Authority. Seller has the requisite power to enter into and perform this Agreement and those Seller's Closing Documents signed by Seller. Execution, delivery and performance by Seller of such documents does not (and will not) conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which Seller is a party. Such documents are (and will be) valid and binding obligations of Seller, and are enforceable in accordance with their terms.

12.2 Title to Real Property. Seller owns the Real Property, free and clear of all encumbrances except the Permitted Encumbrances, and shall not create or consent to the creation of any lien or encumbrance affecting title to the Property.

12.3 Permits. Seller has made available to Buyer a correct and complete copy of each Permit and its amendments. The Permits are in full force, and Seller is not in default under the Permits. No other permits are required from any governmental entity in order to complete the Demolition.

12.4 Environmental Laws. To Seller's knowledge, no toxic or hazardous substances or wastes, pollutants, or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil, and various constituents of such products, and any hazardous substance as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) have been generated, treated, stored, released,

or disposed of, or otherwise placed, deposited in, or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to (a) the Property to become a treatment, storage, or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq., or any similar state law or local ordinance, (b) a release or threatened release of toxic or hazardous wastes or substances, pollutants, or contaminants, from the Property within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (c) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., or the Clean Air Act, 42 U.S.C. § 7401 et seq., or any similar state law or local ordinance. To Seller's knowledge, there are no substances or conditions in or on the Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements, including without limitation the Minnesota Environmental Response and Liability Act, Minn. Stat. Ch. 115B and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. Ch. 115C. To Seller's knowledge, no above ground or underground tanks are located in or about the Property or have been located under, in, or about the Property and have subsequently been removed or filled. All storage tanks which exist on or under the Real Property have been duly registered with all appropriate regulatory and governmental bodies and otherwise are in compliance with applicable federal, state, and local statutes, regulations, ordinances, and other regulatory requirements.

- 12.5 Rights of Others to Purchase Property. Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.
- 12.6 Seller's Defaults. To its knowledge, Seller is not in default concerning any of its obligations or liabilities regarding the Property, and has not received any notice of default or violation regarding the Property from any governmental agency, and shall promptly deliver to Buyer copies of any such notices if received by Seller.
- 12.7 FIRPTA. Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

- 12.8 Proceedings. To Seller's knowledge, there is no action, litigation, investigation, condemnation, or proceeding of any kind pending or threatened against Seller or any portion of the Property.
- 12.9 Contracts and Leases. The Property is not subject to any service or other contract (other than those relating to completion of the Demolition) and is not subject to any leases or other occupancy agreements.
- 12.10 Wells. To Seller's actual knowledge, there are no wells on the Property.
- 12.11 Sewage Treatment System. To Seller's actual knowledge, there is no subsurface sewage treatment system on the Property; all sewage generated by the Property goes to a facility managed by a government agency.
- 12.12. Methamphetamine Production. To Seller's actual knowledge, methamphetamine production has not occurred on the Property, which representation is intended to satisfy the requirements of Minn. Stat. Section 152.0275.

The phrase "Seller's knowledge" shall mean the actual, current, subjective knowledge of the individual Sellers without inquiry or any investigation. Except as provided in this Section 12, Buyer is purchasing the Property in an "AS IS" and "WHERE IS" condition. Buyer acknowledges and agrees that Seller has not made, and is not making, any representation, statement, warranty, covenant or promise to Buyer about the Property (except for those items in Section 12), including the physical aspects and condition of any portion of the Property, the condition of the soil on the Property, the presence or absence of toxic wastes, hazardous materials, pollutants of any type, oil or petroleum products, asbestos or PCBs, the feasibility, the desirability, suitability, fitness or adaptability of any part of the Property for any particular use, including the Proposed Use, the availability of water, sewer, natural gas, or other utilities, the assessments, fees or charges that may be assessed by any district, taxing authority, or governmental or quasi-governmental entities, or the value of the Property.

Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages including reasonable attorneys' fees, that Buyer incurs because of Seller's breach of any of the above representations and warranties. Each of the representations and warranties herein contained shall survive the Closing for a period of six months. Buyer acknowledges that it has had, or will have, an opportunity to conduct due diligence with respect to the Property and in no event shall Seller have any liability to Buyer for any breach of a representation or warranty to the extent Buyer had actual knowledge of such breach before Closing.

13. Representations and Warranties by Buyer. Buyer represents and warrants to Seller that Buyer is a public body under the laws of the State of Minnesota; that Buyer is duly qualified to transact business in the State of Minnesota; that Buyer has the requisite power and authority to enter

into this Agreement and Buyer's Closing Documents signed by it; that such documents have been duly authorized by all necessary public action on the part of Buyer and have been duly executed and delivered; that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in violation of any judgment, order, or decree of any court or arbiter to which Buyer is a party; and that such documents are valid and binding obligations of Buyer and are enforceable in accordance with their terms. Buyer will indemnify Seller, its successors and assigns, against, and will hold Seller, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because of Buyer's breach of any of the above representations and warranties. Each of the representations and warranties herein contained shall survive the Closing for a period of six months. In no event shall Buyer have any liability to Seller for any breach of a representation or warranty to the extent Seller had actual knowledge of such breach before Closing.

14. Intentionally Omitted.

15. Condemnation. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within 30 days after the date of Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money, together with any accrued interest, shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title, and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

16. Broker's Commission. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction, and agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

17. Mutual Indemnification. Seller and Buyer agree to indemnify each other against, and hold each other harmless from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership, operation, or maintenance of the Property for their respective periods of ownership. Such rights of indemnification will not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys' fees), or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If and to the extent that the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against as set forth above, the indemnified party will, upon full performance by the indemnifying party of its

indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payment made by such party.

18. Assignment. Either party may assign its rights under this Agreement with the prior written consent of the other party, on or before Closing. Any such assignment will not relieve such assigning party of its obligations under this Agreement.

19. Survival. All of the terms of this Agreement will survive and be enforceable after the Closing for a period of six (6) months.

20. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement as follows: (1) if it is directed to Seller, by delivering it personally to an officer of Seller; (2) if it is directed to Buyer, by delivering it personally to the below-named official of Buyer; (3) if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; (4) if sent via email, followed by deposit in the U.S. mail, but failure to follow the email with mailed notice does not negate the validity of the emailed notice; or (5) if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Keith Ruddick and Barbara Balkman Ruddick
c/o Curt Rahman
4209 Browndale Avenue
St. Louis Park, Minnesota 55416
Email: curtrahman@gmail.com

With a copy to: James A. Yarosh
Siegel Brill, P.A.
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401
Email: jimyarosh@siegelbrill.com

If to Buyer: City of Minneapolis, acting by and through its Park
and Recreation Board
2117 West River Road
Minneapolis, MN 55411
Attn: Christine Downey, Real Property Administrator
Email: CDowney@minneapolisparcs.org

With a copy to:

Gregory D. Soule
Malkerson Gunn Martin LLP
5353 Gamble Drive, Suite 225
Minneapolis, MN 55416
Email: gds@mgmlp.com

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid, provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run one business day after any such deposit. Notices hereunder to be sent by Seller to Buyer may be sent by Seller's legal counsel and shall be deemed valid notices by Seller to Buyer. Notices hereunder to be sent by Buyer to Seller may be sent by Buyer's legal counsel and shall be deemed valid notices by Buyer to Seller. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

21. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

22. Entire Agreement; Modification. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

23. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.

24. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

25. Remedies.

25.1 Buyer's Remedies. Upon Seller's default under this Agreement, then Buyer may terminate this Agreement pursuant to law by written notice to Seller, in which case the Earnest Money shall be refunded to Buyer and Seller shall pay Buyer's out-of-pocket due diligence costs and attorney's fees, not to exceed \$15,000.00, or may seek and obtain specific performance of this Agreement so long as such action for specific performance is commenced within six (6) months of the alleged breach.

25.2 Seller's Remedies. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer in accordance with Minn. Stat. § 559.21. If Buyer fails to cure such default within the applicable cure period, this Agreement will terminate, and Title

shall immediately deliver the Earnest Money, plus any accrued interest to Seller. The termination of this agreement and retention of the Earnest Money, plus accrued interest, if any, will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance.

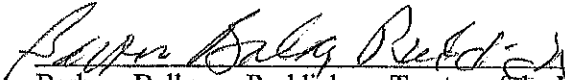
26. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) or other similar electronic form of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

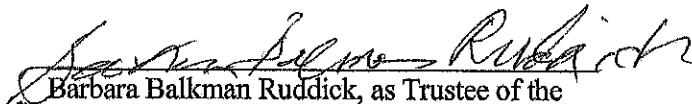
IN AGREEMENT, Seller and Buyer have executed this Agreement as of the date first written above.

[signature pages follow]

[signature page to purchase agreement for sale and purchase of 1699 34th Street West,
Minneapolis, Minnesota]

SELLER:

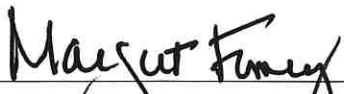

Barbara Balkman Ruddick, as Trustee of the Keith Ruddick
Revocable Trust dated 1/12/07



Barbara Balkman Ruddick, as Trustee of the
Barbara Balkman Ruddick Revocable Trust dated 1/12/07

[signature page to purchase agreement for sale and purchase of 1699 34th Street West,
Minneapolis, Minnesota]


BUYER:

CITY OF MINNEAPOLIS, acting by and through its
Park and Recreation Board



By 

Its President



By 

Its Secretary to the Board

Approved as to form:



Brian Rice, Attorney for Minneapolis Park
and Recreation Board

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

(ABSTRACT)

THE NORTHWESTERLY 18 FEET OF THE ABANDONED 33-FOOT TWIN CITY RAPID TRANSIT COMPANY RIGHT-OF-WAY CROSSING THAT PART OF LOT 5, BLOCK 55 OF CALHOUN PARK BETWEEN THE NORTH LINE OF LOT 5, BLOCK 55 OF CALHOUN PARK AND THE NORTH LINE OF LOT 10, 11 AND 12 AND BLOCK 1 OF AMENDMENT TO CALHOUN PARK EXTENDED WESTERLY.

AND,

ALL THAT PART OF LOT 5, BLOCK 55, CALHOUN PARK, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF 34TH STREET, AS OPENED AND EXTENDED 54.55 FEET WEST OF NORTHWEST CORNER OF LOT 1, BLOCK 1 CALHOUN PARK AMENDMENT, SAID POINT BEING ON WESTERLY BOUNDARY OF THE RIGHT OF WAY OF THE MINNEAPOLIS STREET RAILWAY COMPANY; THENCE WEST 55.3 FEET MORE OR LESS TO EASTERLY BOUNDARY LINE OF THAT PART OF SAID LOT 5, OWNED BY THE MINNEAPOLIS PARK BOARD; THENCE SOUTHWESTERLY ALONG SAID PARKWAY 171.3 FEET; THENCE EAST 10.47 FEET MORE OR LESS TO THE NORTH LINE OF LOTS 10, 11 AND 12, BLOCK 1 IN SAID AMENDMENT IF EXTENDED TO WESTERLY BOUNDARY LINE OF MINNEAPOLIS STREET RAILWAY COMPANY; THENCE NORTHEASTERLY ALONG SAID WEST BOUNDARY 185 ½ FEET TO BEGINNING.

EXHIBIT B
DEMOLITION ESTIMATE

Blakeborough Hardscapes
24375 Edenvale Tr
Elko, MN 55020
952-447-7625
joe@blakeboroughhardscapes.com
www.blakeboroughhardscapes.com

Estimate



ADDRESS
Barbara Ruddick 1699 34th St W Minneapolis, MN

ESTIMATE #	DATE
2241	03/31/2023

ACTIVITY	QTY	RATE	AMOUNT
1699 34th St W, Minneapolis			
Demolition Removal and disposal of home and garage at 1699 34th St W. Price includes proper disposal of burnt fire debris and foundation removal and disposal. Price includes existing conditions survey (city requirement).	1	37,050.00	37,050.00
Yard Restoration Grading off worksite in preparation for seeding. Price includes imported material to fill foundation hole.	1	12,690.00	12,690.00
Seeding Installation of hydro-seed to comply with city requirements.	1	2,610.00	2,610.00
Sewer & Water Disconnect Cost to disconnect city sewer and water	1	3,000.00	3,000.00
*If this is already disconnected prior to demo this price would be removed.			
Prices include all materials, labor, & equipment unless otherwise specified	TOTAL		\$55,350.00

Accepted By

Accepted Date