

Committee Report

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: Nov. 18, 2024 For the Metropolitan Council: Nov. 20, 2024

Business Item: 2024-310 SW

West Mississippi River Regional Trail, Park Acquisition Opportunity Fund Award (Yancy), Three Rivers Park District

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$1,280,000 from the Park Acquisition Opportunity Fund to Three Rivers Park District to acquire four parcels totaling 6.9 acres located at 15520 Lawndale Lane North in Dayton, MN, for the West Mississippi River Regional Trail.
2. Authorize the Executive Director of Community Development to execute the grant agreement and restrictive covenant on behalf of the Council.
3. Require that Three Rivers Park District resolve access issues with the property owner before acquiring the property.
4. Require that if Three Rivers Park District is able to sell the newer home at a public auction, the proceeds must first be used to cover stewardship costs that exceed their required match. Any remaining proceeds must be used for the betterment of Three Rivers Park District's share of the Regional Parks and Trails System.

Summary of Metropolitan Parks and Open Space Commission Discussion

Jessica Lee presented the staff report to the Metropolitan Parks and Open Space Commission on November 7, 2024. Ann Rexine from Three Rivers Park District helped answer questions.

Commissioner David Yakes asked if the property was in the floodplain and if the appraised value reflected that. Rexine pointed out how the appraisal excerpt reflected the different land values and accounted for the floodplain.

Commissioner Monica Dillenburg asked for clarification on how the house would be sold. Chair Tony Yarusso explained that the house would be removed from the property, so any interested seller would have to pay to move the house to a new location.

Chair Yarusso asked how the sale of the house will be handled administratively. Lee responded that there are mechanisms within the grants systems that ensure additional documentation is provided. Additionally, the costs of moving the home are about half of the home's value, so Three Rivers does not anticipate selling the home for much more than their estimated stewardship costs. This project is the first time selling a home has been attempted, and it will help provide information for future acquisitions.

Motion by Commissioner Robert Moeller, seconded by Commissioner Dillenburg, the Commission voted unanimously to pass the proposed action.

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: November 18, 2024 For the Metropolitan Council: November 20, 2024

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West Mississippi River Regional Trail, Park Acquisition Opportunity Fund Award (Yancy), Three Rivers Park District

| | |
|----------------------------------|--|
| District(s), Member(s): | District A, Monica Dillenburg District 1, Judy Johnson |
| 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, Planning Analyst, 651-602-1621 |
| Division/Department: | Community Development / Regional Planning |

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Background

Regional Park Implementing Agency and Project Request

Three Rivers Park District requested a Park Acquisition Opportunity Fund (PAOF) grant on September 6, 2024, to fund the acquisition of 6.9 acres for the West Mississippi River Regional Trail. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3.

The West Mississippi River Regional Trail when completed will span 20 miles adjacent to or near the Mississippi River in northeast Hennepin County, connecting the communities of Dayton, Champlin, Brooklyn Park and Brooklyn Center. For a map of the entire regional trail, see Exhibit 1, Figures 1 and 2. Exhibit 1, Figure 3 shows the Dayton segment of the regional trail, and Figure 4 shows the subject parcel and nearby park property. The trail is within the National Park Service’s Mississippi National River Recreation Area. Additionally, the regional trail is part of the National Mississippi River Trail that spans the entire length of the Mississippi River from the headwaters at Itasca State Park to the mouth of the river in Louisiana.

Subject Property

The subject 6.9-acre property is within the Council-approved boundary of the West Mississippi River Regional Trail. The property consists of four parcels - two of which have been used for agricultural purposes, one partially developed with outbuildings, and one partially developed with two homes. The back half of the property has mature tree coverage and 670 lineal feet of Mississippi River shoreline. The homes and outbuildings will be removed from the property. One of the homes is newer, and Three Rivers Park District has been exploring options to salvage the home, including having met with city and county staff and non-profit housing providers. Several meetings were also held between Council staff and Three Rivers Park District to explore using the home for affordable housing, but ultimately no resolution was found within the timeframe needed. The final option to salvage the home is to sell it at public auction. If Three Rivers is able to sell the home, they will use the proceeds to cover the stewardship costs that are not able to be covered with grant funds. If proceeds remain after stewardship costs, Three Rivers will use them for the betterment of their portion of the Regional Parks and Trails System.

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 \$1,605,000, and the Seller has agreed to a purchase price of \$1,600,000. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, environmental assessments, stewardship, taxes, and appraisal is \$1,906,666, as shown in Table 1 below. With this grant, Three Rivers has reached their annual cap for PTLF, so the grant amount is less than 75% of the total project cost. Three Rivers will use the sale of the house, if successful, to offset the estimated \$150,000 amount that is beyond their required match, specifically for the stewardship budget. The proceeds may also be used to offset additional unforeseen stewardship costs not listed below. Three Rivers will document these costs for the Council, and any proceeds beyond these costs must be used for the betterment of the Regional Parks and Trails System.

Table 1. Project Budget

| Budget item | Requested amount |
|---|-------------------------|
| Purchase price | \$1,600,000 |
| Appraisal, legal fees, taxes, closing costs | \$19,402 |
| Environmental assessments | \$20,000 |
| Stewardship | \$267,264 |
| Total Costs | \$1,906,666 |
| | |
| Grant structure | |
| Grant amount | \$1,280,000 |



Acquisition Details

This is a straightforward fee-title acquisition with one unresolved issue of legal access to the property. What was thought to be public right-of-way into the property has been found to be private property. Three Rivers is working with the seller to resolve this issue and will not acquire the property until there is clear legal access. They anticipate resolving this issue by the end of November.

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. The Council approved the West Mississippi River Regional Trail long-range plan in 2018 ([Business Item 2018-85](#)). The proposed acquisition is within the boundaries of the approved long-range plan.
 - 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 is necessary to complete the West Mississippi River Regional Trail, containing 670 linear feet of Mississippi River shoreline.
 - Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park and Trail 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 the West Mississippi River Regional Trail will provide additional access to nature and the outdoors and enhance quality of life.

Funding

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

Three Rivers Park District will provide a local match of \$626,666.

Exhibit List

- Exhibit 1: Images
- Exhibit 2: Grant request letter
- Exhibit 3: Grant application
- Exhibit 4: Appraisal excerpt
- Exhibit 5: Board approval



Exhibit 6: Purchase agreement



Exhibit 1 – Images

Figure 1. Map of the Regional Parks System and the West Mississippi River Regional Trail (circled in red)

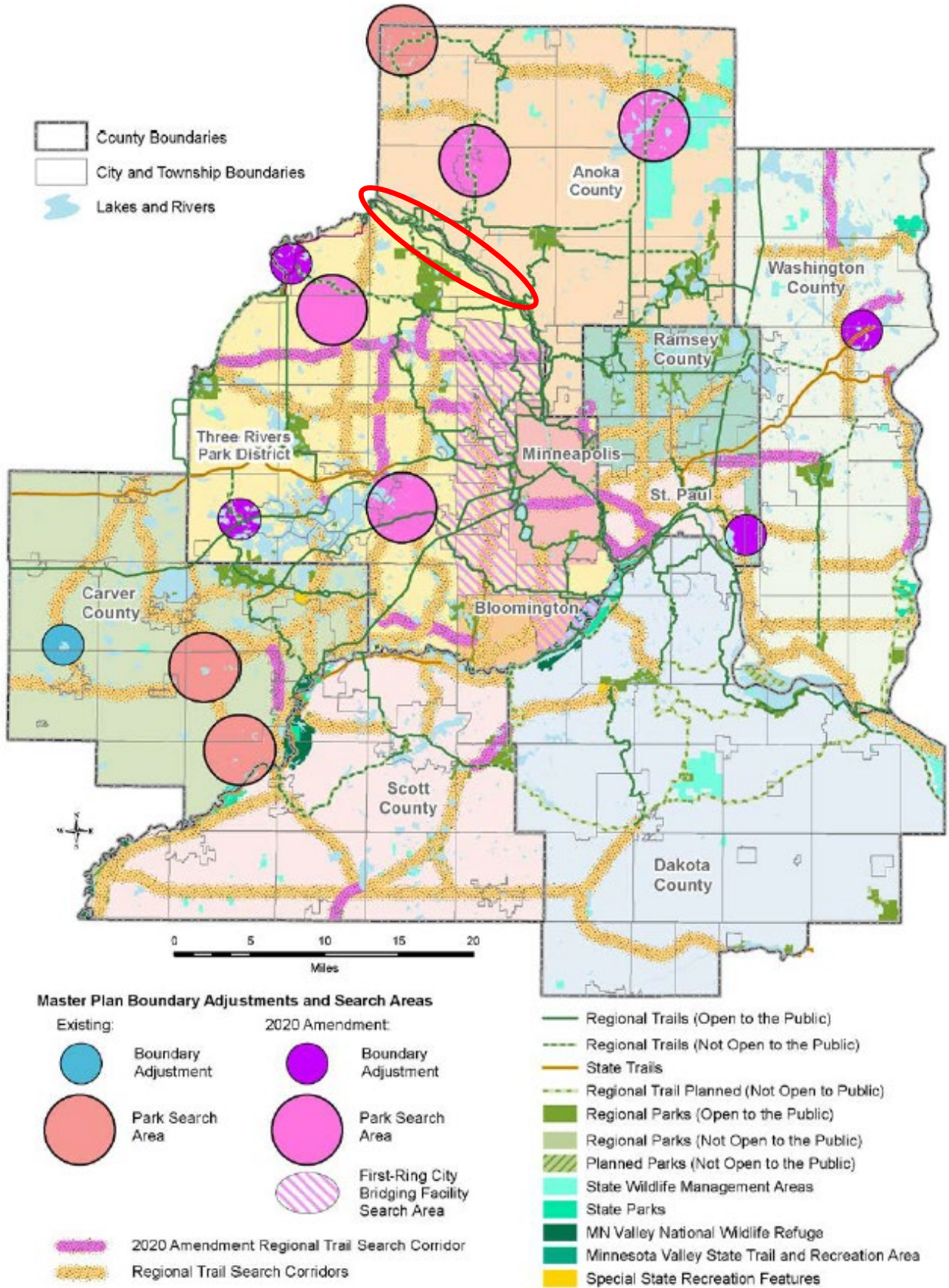
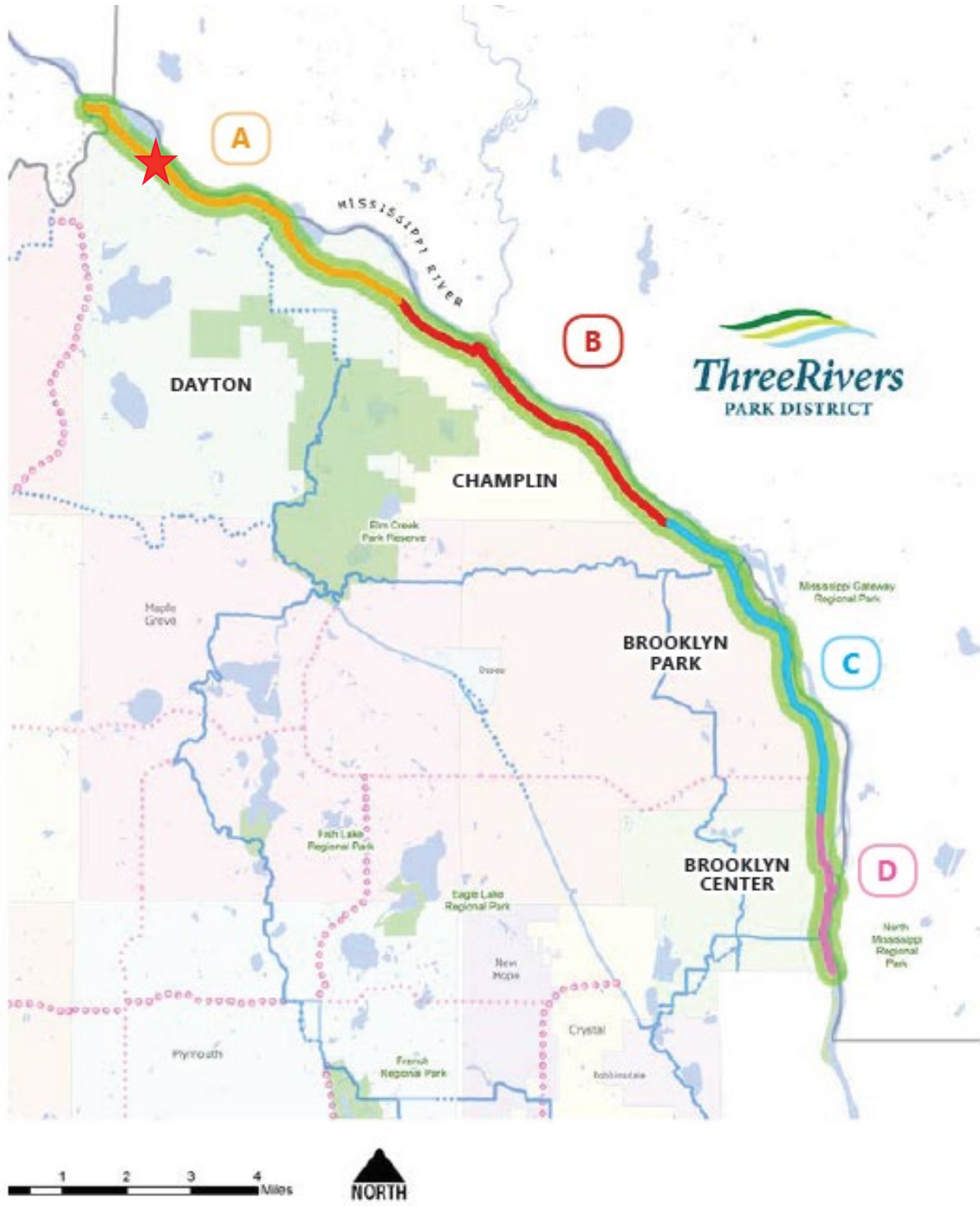


Figure 2. Excerpt from the West Mississippi River Regional Trail long-range plan showing a map of the regional trail, with the approximate location of the subject property starred.



Metropolitan Council

Figure 3. Map of Dayton segment of the West Mississippi River Regional Trail, with the subject property location starred.

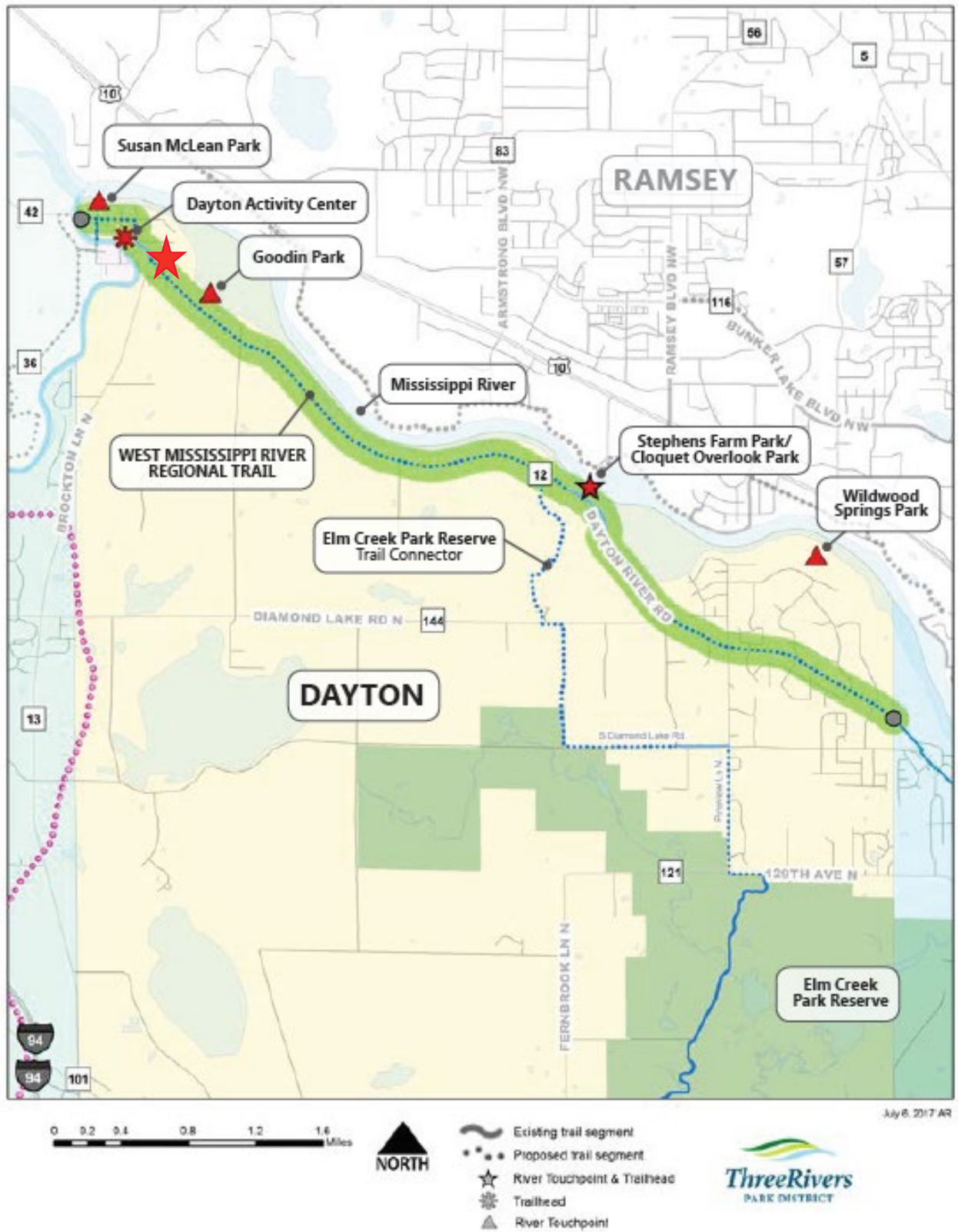


Figure 4. Map showing the subject property outlined in yellow and the proposed West Mississippi River Regional Trail location.

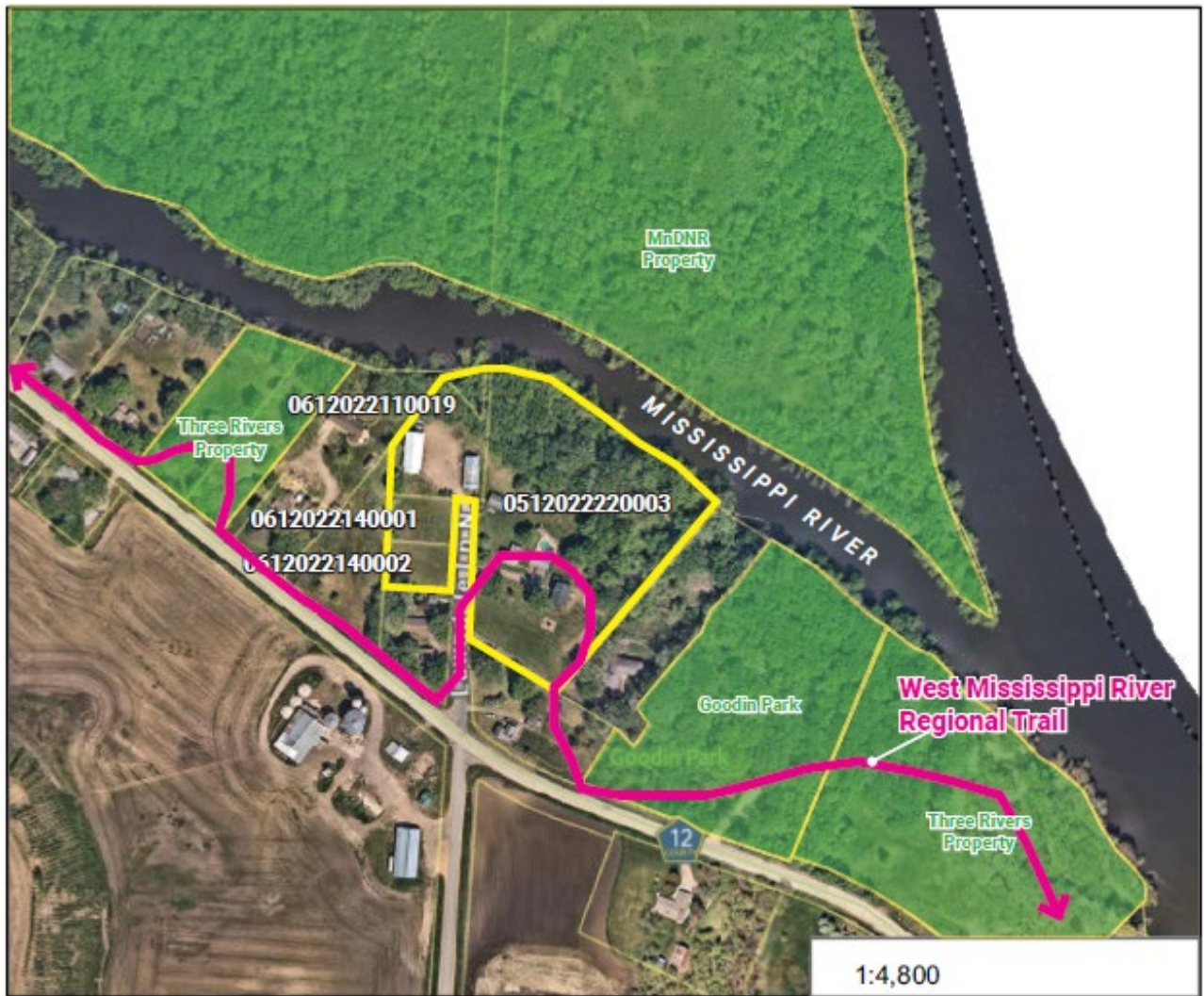


Exhibit 2: Grant request letter



Three Rivers
Park District
Board of
Commissioners

September 6, 2024

Marge Beard
District 1

Mr. Emmett Mullin, Manager
Regional Parks and Natural Resources Unit
Community Development Division

390 North Robert Street
St. Paul, MN 55101

Jennifer DeJournett
Vice Chair
District 2

RE: Trail Acquisition Opportunity Grant Fund Request
West Mississippi River Regional Trail: Yancy Property
15520 Lawndale La N, Dayton, MN 55327
PIDs:05-120-22-22-0003,06-120-22-11-0019,06-120-22-14-0001, and
06-120-22-14-0002

Erin Kolb
District 3

Dear Emmett,

Three Rivers Park District respectfully requests a Park Acquisition Opportunity Grant for West Mississippi River Regional Trail in the amount of \$1,280,000 for acquisition of 6.9 acres located in the City of Dayton. Please process this request and forward to the Metropolitan Parks Open Space Commission, Community Development Committee, and Metropolitan Council for consideration and approval.

Background Summary

Three Rivers is pursuing acquisition of several properties along Dayton River Road in City of Dayton near Goodin Island and Goodin Park to create a river touchpoint for the future West Mississippi River Regional Trail. This regional trail is proposed to follow the Mississippi River/Dayton River Road and is also part of the National Mississippi River Trail and US Bikeway 45. The entire area is within the Mississippi National River Recreation Area (MNRRA) which the National Park Service works with partners to implement and operate. Acquisition of the property supports the long-term vision of the West Mississippi River Regional Trail corridor.

Louise M. Segreto
District 4

John Gibbs
Chair
District 5

Jan Guenther
Appointed
At Large

Jesse Winkler
Appointed
At Large

Boe Carlson
Superintendent

Regional Recreation Amenity

Acquisition of this parcel, as well as several others along the Mississippi River, are critical to the long-term West Mississippi River Regional Trail vision. When complete, the regional trail will span over 20 miles adjacent to, or near, the Mississippi River through northeastern Hennepin County. The regional trail connects the communities of Dayton, Champlin, Brooklyn Park and Brooklyn Center – with the confluence of the Crow/Mississippi Rivers and the Minneapolis Grand Rounds acting as bookends.

Natural Resource Summary

The property totals 6.9 acres including approximately 670 lineal feet of Mississippi River shoreline along the back half of the of the property. There is partial tree coverage, mature non-native trees, and river shoreline.

Funding Request

Three Rivers requests FY2024 Environmental and Natural Resources Trust Fund and Metropolitan Council acquisition funding consideration at the Council's earliest opportunity in preparation with a pending closing date of on or before November 15, 2024.

Thank you for your continued assistance through this process.

Ann Rexine

Ann Rexine
Principal Planner

Enclosures

C: Jonathan Vlaming, Associate Superintendent
Kelly Grissman, Director of Planning
Jessica Lee, Metropolitan Council

Exhibit 3: Grant application



Application

21274 - FY2025 Park Acquisition Opportunity Fund Program - Final Application

22079 - Yancy Acquisition: West Mississippi River RT
Parks Grants Acquisition

Status: Approved Submitted Date: 09/06/2024 5:40 PM Submitted By: Ann Rexine

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Name:* She/her/her Ann Rexine
Pronouns First Name Middle Name Last Name

Title:* Principal Planner

Department:

Email:* ann.rexine@threeriversparks.org

Address:* 3000 Xenium Lane North

* Plymouth Minnesota 55441
City State/Province Postal Code/Zip

Phone:* 763-694-1103
Phone Ext.

Fax:

What Grant Programs are you most interested in?* Regional Solicitation - Bicycle and Pedestrian Facilities

Authorized Official

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Name:* Ms. Kelly Kristin Grissman
Pronouns First Name Middle Name Last Name

Title:* Director of Planning

Department: Planning

Email:* kelly.grissman@threeriversparks.org

Address:* 3000 Xenium Lane North

* Plymouth Minnesota 55441
City State/Province Postal Code/Zip

Phone:* 763-694-7635
Phone Ext.

Fax: 763-557-5248

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

Organization Information

Name:* THREE RIVERS PARK DISTRICT

Jurisdictional Agency (if different):

Organization Type:

Organization Website:

Address:* RESERVATIONS
3000 XENIUM LN N

* PLYMOUTH Minnesota 55441-2661
City State/Province Postal Code/Zip

County:* Hennepin

Phone:* 763-559-6700 Ext.

Fax:

PeopleSoft Vendor Number 0000057347A1

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 West Mississippi Regional Trail

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 West Mississippi River Regional Trail Master Plan 05/23/2018
Name of master plan Council approval date - Format: mmddyyyy (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**.*

The West Mississippi River Regional Trail (WMRRT) Dayton segment is defined primarily as a destination regional trail and is intended to incorporate areas adjacent to the trail for purposes of improving wildlife habitat, protecting natural resources and minimizing construction impacts on the land and associated costs. In addition, the master plan recommends acquisition of additional river frontage in this area of Dayton River Road/CR 12 to provide 'touchpoints' to view and experience the river providing opportunities for high quality user experiences. Acquisition of this property helps achieve that.

The four properties included in this routine funding request (PID: 05-120-22-22-0003, 5.15 acres; 06-120-22-11-0019 1.07 acres; 06-120-22-14-0001 0.34 acres; and 06-120-22-14-0002 0.34 acres) provide the following public open space benefits:

- Establishes an additional scenic Mississippi River 'touchpoint' for WMRRT users.
- Preserves 670 feet of Mississippi River shoreline in the wild and scenic portion of the National Mississippi National River and Recreation Area.
- Preserves open space, wildlife habitat and natural resources.

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.

N/A

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 11/15/2024
Format: mmddyyyy (Do not enter any punctuation.)

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

Date agreement expires 11/15/2024
Format: mmddyyyy (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 09/04/2024

Appraised value \$1,605,000.00

Amount being offered the seller (net of closing and other costs) \$1,600,000.00 99.69%
% of appraised value

Who performed the appraisal? Jonathan Day, Day Group LLC

Who contracted for the appraisal (i.e., was it done at arms' length)? Three Rivers Park District

Survey

Was a survey done? No

Quality of natural resources - is the property...

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

Describe the existing natural resources it contains

The property has direct Mississippi River access and is located near 10 acres of recently acquired Three Rivers property, a 90-acre MnDNR island on the Mississippi River and City of Dayton's Goodin Park. As with other recent acquisitions along the Mississippi River and West Mississippi River Regional Trail, acquisition of the property provides an opportunity to connect future trail users visually and physically with the Mississippi River and to further improve and expand the adjacent Mississippi River plant communities and habitat.

The property along the Mississippi River is forested and includes typical floodplain forest on the lower elevations and more typical upland species (i.e. elm, maple, hackberry, oak, and ash). The greater property is mowed lawn and parking areas. Upon acquisition, Three Rivers intends to remove all of the structures and parking areas and restore the entire parcel to open space and native habitats.

Known opposition

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

If yes, explain: N/A

Encumbrances

To your knowledge, are there any current or anticipated assessments or liens on property? Yes

If yes, describe.

Preliminary title work shows mortgage liens on the property.

Are there easements or other encumbrances on any part of the property? Yes

If yes, describe

The subject property has an encumbering driveway easement of approximately 22' wide at the southern border of the main parcel and containing 5,079± sf (0.12 acre). In the same area, there appears to be a 15' wide underground gas easement. There are no other known significant easements, soil conditions or environmental issues apparent or assumed.

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, ENRTF / Council match
Select as many as apply

Funding source comments, if desired

See attached documentation for cost split between funding programs.

Structures currently on the property

Does the property contain ANY structures? Yes

If yes, are there any habitable structures? Yes

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? There are two 2 habitable, residential, single family structures. Three Rivers Park District is working to coordinate relocating 1 residential home constructed in 2022. If Three Rivers is not successful in relocation, the home will be demolished. The current condition of the other residential home does not justify relocation and is recommended for demolition.

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

1 (one) residential home circa 1900, demolish and return to open space

1 (one) residential home constructed in 2022, relocate offsite and return to open space

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.

This corridor was identified in the West Mississippi River Long-Range Plan as an area of acquisition interest should individual parcels be obtainable via a willing seller arrangement as they help protect the natural resources and will provide a more desirable user experience by buffering the trail from the road which is high speed and heavy truck traffic (especially with recent development expansion) and better connecting it to the Mississippi River. This is will connect people with the Mississippi River, Mississippi National River Recreation Area (NPS), and Mississippi flyway – all goals of the long range plan and broader Mississippi River plans and efforts. Additionally, the plan designates this trail as a destination regional trail which supports acquisitions of property where there is are resource or user benefits.

Acquiring this property protects and provides an opportunity to restore the existing natural resources. This is critical as Dayton is seeing significant residential development along Dayton River Road and the opportunity to protect this land and place it in public ownership so all can enjoy and benefit from the River will be lost without fee-title acquisition.

Stewardship and minimal access**Describe the stewardship plan.**

Upon acquisition, Three Rivers intends to remove all of the structures and parking areas and restore the entire parcel to open space and native habitats. Only diseased trees, if any, would be removed.

How will the stewardship implementation be funded?

Three Rivers funding

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? N/A

Site Description

Land Use History

Current land uses Residential, Woods
Select as many as apply

Previous land uses Agricultural, Residential, Woods
Select as many as apply

Adjacent land uses Residential, Woods
Select as many as apply

Inspection

Does the property contain any of the following? Wells, Septic, Potential asbestos-containing materials
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 |
|-------------------------|---|---------------|--------------------------|----------------|-----------------------|-------------------|--------|----------|----------------------|-------|--------------------|--------------------|
| Seborn and Meghan Yancy | 15520 Lawndale La N, Dayton, MN | 0512022220003 | 5.15 | 08/15/2024 | Yes | 34A | Dayton | Hennepin | 1 | A | 45.23466086012744 | -93.5014816492917 |
| Seborn and Meghan Yancy | 56 Address Unassigned, Dayton, MN 00000 | 0612022110019 | 1.07 | 08/15/2024 | No | 34A | Dayton | Hennepin | 1 | A | 45.23518519151601 | -93.50265642433966 |
| Seborn and Meghan Yancy | 56 Address Unassigned, Dayton, MN 00000 | 0612022140001 | 0.34 | 08/15/2024 | No | 34A | Dayton | Hennepin | 1 | A | 45.234857694902914 | -93.50259946454584 |
| Seborn and Meghan Yancy | 56 Address Unassigned, Dayton, MN 00000 | 0612022140002 | 0.34 | 08/15/2024 | No | 34A | Dayton | Hennepin | 1 | A | 45.23458335093013 | -93.50266903244206 |
| | | | 6.90 | | | | | | | | | |

Local match

Source of local match
Three Rivers Park District LADB (Land Development and Betterment) Fund

Grant agreement signatories

| Full name | Title | If this is an attorney, is the signature 'for form only'? |
|--------------|---|---|
| Boe Carlson | Superintendent and Secretary to the Board | |
| Eric Quiring | General Counsel | Yes |

Acquisition Costs

| Cost Items | Amount | State funds | Metro funds | Match funds |
|---------------------------|----------------|--------------|--------------|--------------|
| Purchase price | | | | |
| Negotiated purchase price | \$1,600,000.00 | \$720,000.00 | \$480,000.00 | \$400,000.00 |

Appraisal expenses

| | | | | |
|------------------|------------|------------|------------|------------|
| Appraisal | \$4,800.00 | \$2,160.00 | \$1,440.00 | \$1,200.00 |
| Appraisal review | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Environmental expenses

| | | | | |
|---|-------------|------------|------------|------------|
| Phase I environmental site assessment | \$10,000.00 | \$4,500.00 | \$3,000.00 | \$2,500.00 |
| Phase II environmental site assessment | \$10,000.00 | \$4,500.00 | \$3,000.00 | \$2,500.00 |
| Environmental contamination remediation | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Holding expenses

| | | | | |
|---|--------------|-------------|-------------|--------------|
| Interest | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Land stewardship | \$267,264.00 | \$30,269.00 | \$20,179.00 | \$216,815.00 |
| Land development | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Pro-rated share of all property taxes/assessments | \$1,522.00 | \$685.00 | \$457.00 | \$381.00 |
| Legal services and closing costs | \$2,845.00 | \$1,280.00 | \$854.00 | \$711.00 |
| Property tax equivalency payment-473.341 | \$6,135.00 | \$2,761.00 | \$1,840.00 | \$1,534.00 |
| 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 | \$4,000.00 | \$1,800.00 | \$1,200.00 | \$1,000.00 |
| Well disclosure statement | \$100.00 | \$45.00 | \$30.00 | \$25.00 |
| Other holding | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Other expenses

| | | | | |
|----------------|-----------------------|---------------------|---------------------|---------------------|
| Other expenses | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Totals | \$1,906,666.00 | \$768,000.00 | \$512,000.00 | \$626,666.00 |

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) | \$1,906,666.00 | \$768,000.00 | \$512,000.00 | \$626,666.00 | \$1,280,000.00 |

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) | Grant Request Letter Yancy | Grant Request Letter - Yancy.pdf | pdf | 688 KB |
| 2.0 Master plan documentation (REQ'D) | West Mississippi River Regional Trail Master Plan Yancy | WMRRT5_17_2018_High Res.pdf | pdf | 10.6 MB |
| 3.0 RECORDED Governing Board action authorizing grant request (REQ'D) | Board Action with Minutes Yancy | Yancy Board Action with Minutes.pdf | pdf | 106 KB |
| 4.0 Signed purchase agreement/instrument (REQ'D) | Purchase Agreement Yancy | Yancy Purchase Agreement Signed.pdf | pdf | 1.2 MB |
| 5.1 Appraisal report (REQ'D) | Appraisal 15520 Lawndale Lane N, Dayton Yancy | Report_Dayton_Yancy_9-4-24.pdf | pdf | 15.9 MB |
| 5.2 Appraisal review report (NOT req'd) | | | | |
| 5.3 Client's instructions to appraiser (REQ'D) | Direction to Appraiser Yancy | Direction to Appraiser.pdf | pdf | 181 KB |
| 5.4 Title documentation (Req'd before finalization) | Waiting for it to be completed. | Waiting for it to be completed.docx | docx | 19 KB |
| 6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells) | Waiting for it to be completed Yancy | Waiting for it to be completed.docx | docx | 19 KB |
| 6.2 Phase II environmental assessment report (required if indicated in Phase I) | Waiting for it to be completed if required Yancy | Waiting for it to be completed if required.pdf | pdf | 58 KB |
| 7.0 Survey report (NOT req'd) | | | | |
| 8.0 Legal description in Microsoft Word that includes PIDs and, if available, address | Legal Description Yancy | Yancy Legal Description.pdf | pdf | 71 KB |
| 9.0 Land stewardship plan | Land Stewardship Plan Yancy | Yancy Stewardship Plan.pdf | pdf | 104 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) | Aerial with Trail Alignment Yancy | Yancy Properties Map with Trail.pdf | pdf | 1.7 MB |
| 13.2 For trails, parcel map showing trail route (Required for trails) | Aerial with Properties Trail Alignment Yancy | Yancy Properties Map with Trail.pdf | pdf | 1.7 MB |
| 13.3 Image documenting location of property within RPS unit (REQ'D) | Regional Park System Map Yancy | RPS Map.pdf | pdf | 342 KB |
| 13.4 GIS shape-file for property (REQ'D) | Shape File of Yancy Properties | Yancey.zip | zip | 10 KB |

SECTION 5 - Invoices

| | | | | |
|---|----------------------------|---------------------------------|------|--------|
| 14.1 Invoices: State deed tax or conservation fee (REQ'D) | Seller provides | Seller provides.docx | docx | 20 KB |
| 14.2 Invoices: Current property tax statement with pro-rated share of tax due (REQ'D) | Taxes Due Yancy | Yancy Tax Information 1.pdf | pdf | 258 KB |
| 14.3 Invoices: Tax equivalency payment (REQ'D) | Tax Equivalency Yancy | Yancy Tax Information 1.pdf | pdf | 258 KB |
| 14.4 Invoices: Phase 1 environmental assessment (Required if claimed in application) | | | | |
| 14.5 Invoices: Phase II environmental assessment (Required if claimed in application) | | | | |
| 14.6 Invoices: Appraisal (Required if claimed in application) | Appraisal Invoice Yancy | Invoice_Yancy_9-3-24.pdf | pdf | 132 KB |
| 14.7 Invoices: Appraisal review invoice (Required if claimed in application) | | | | |
| 14.8 Invoices: Title insurance (Required if claimed in application) | Will be sent after closing | Will be sent after closing.docx | docx | 19 KB |

SECTION 6 - Estimated costs

| | | | | |
|--|---|--------------------------|------|-------|
| 15.1 Estimated costs: Itemized ESTIMATE of closing costs | Working Cost Estimate Dividing Costs between ENRTF and PTLF | Yancy Cost_Estimate.xlsx | xlsx | 23 KB |
| 15.2 Estimated costs: Land stewardship | | | | |
| 15.3 Estimated costs: Minimal access development | | | | |
| 15.4 Estimated costs: Other (NOT req'd) | | | | |

Additional attachments

| File Name | Description | File Size |
|---------------------------------|--|-----------|
| Yancy Cost_Estimate.pdf (72 KB) | PDF of Cost breakdown between PTLF and ENRTF | 72 KB |

SUBJECT IDENTIFICATION AND EXECUTIVE SUMMARY (CONTINUED)

| Summation of Value Conclusions | |
|---|--------------------|
| | "As-Is" |
| Parcel A - Rural Residence on 5.15 Acres on the Mississippi River | \$1,085,000 |
| Parcel B - Rural Residential Lot with Shop Outbuilding on 1.07 Acres on the Mississippi River | \$385,000 |
| Parcel C - Rural Residential Lot 0.68-Acre | \$135,000 |
| Concluded Appraised Value | \$1,605,000 |
| Depreciated Costs of Buildings Requested by the Client (net of foundations, etc.) | |
| New Dwelling | \$440,000 |
| Horse Barn | \$16,000 |
| Joy Studio | \$17,000 |

Exhibit 5: Board approval to purchase property

Regular Board Meeting

August 15, 2024

5. **CURRENT BUSINESS**

5C. **West Mississippi River Regional Trail Acquisition Opportunity**

MOTION by Kolb, seconded by Guenther MOTION TO APPROVE A PURCHASE AGREEMENT IN THE AMOUNT OF \$1,600,000 FOR THE ACQUISITION OF PROPERTY FOR THE WEST MISSISSIPPI RIVER REGIONAL TRAIL OFF OF DAYTON RIVER ROAD (PIDS 05-120-22-22-0003, 06-120-22-11-0019, 06-120-22-14-0001, 06-120-22-14-0002) IN THE CITY OF DAYTON; TO ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH THE METROPOLITAN COUNCIL; PURSUE ROAD VACATION WITH CITY OF DAYTON; AND TO ESTABLISH A PROJECT BUDGET IN THE AMOUNT OF \$2,000,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION DEVELOPMENT AND BETTERMENT FUND.

All ayes, no nays, **MOTION ADOPTED**



REGULAR BOARD MEETING

Meeting Date: 08/15/24 Business Item: CURRENT BUSINESS Item Number: **5C**

Division: Planning, Design & Technology

Originating Source: Jonathan Vlaming, Associate Superintendent

Agenda Item: West Mississippi River Regional Trail Acquisition Opportunity

Superintendent's Recommendation:

MOTION TO APPROVE A PURCHASE AGREEMENT IN THE AMOUNT OF \$1,600,000 FOR THE ACQUISITION OF PROPERTY FOR THE WEST MISSISSIPPI RIVER REGIONAL TRAIL OFF OF DAYTON RIVER ROAD (PIDS 05-120-22-22-0003, 06-120-22-11-0019, 06-120-22-14-0001, 06-120-22-14-0002) IN THE CITY OF DAYTON; TO ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH THE METROPOLITAN COUNCIL; PURSUE ROAD VACATION WITH CITY OF DAYTON; AND TO ESTABLISH A PROJECT BUDGET IN THE AMOUNT OF \$2,000,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION DEVELOPMENT AND BETTERMENT FUND.

Prepared By: Ann Rexine, Principal Planner

Background:

Property owners Nathan and Meghan Yancy reached out to Three Rivers staff to express an interest in selling their properties to Three Rivers (PIDs 05-120-22-22-0003, 06-120-22-11-0019, 06-120-22-14-0001, 06-120-22-14-0002). The properties are located along the West Mississippi River Regional Trail off of Dayton River Road.

The cumulative total of all four (4) properties is about 7 acres and consists of two (2) residential homes and four (4) accessory structures. The property has direct Mississippi River access and is located near 10 acres of recently acquired Three Rivers property, a 90-acre MnDNR island on the Mississippi River and City of Dayton's Goodin Park.

As with other recent acquisitions along the Mississippi River and West Mississippi River Regional Trail, acquisition of the property provides an opportunity to connect future trail users visually and physically with the Mississippi River. It also provides an opportunity to further separate the trail from the adjacent Dayton River Road (**See Attached: Property Map**).

Staff drafted a purchase agreement based on the intended listing price of \$1,600,000 (**See Attached: Purchase Agreement**). Since the purchase agreement was drafted prior to the completion of an appraisal due to the seller's interest in moving things forward quickly, the timing of the monthly Board meeting schedule, and the appraisal completion timeframe, the Purchase Agreement includes a contingency requiring that the purchase price be supported by an MAI appraisal. The Purchase Agreement is also written to accept a lower purchase price to align with the appraised value should it come in lower than \$1,600,000 while, simultaneously, providing the Yancy's an opportunity to terminate the Purchase Agreement. This provides flexibility to both parties and allows the purchase to move forward as timely as possible.

Staff have hired an appraiser to conduct the appraisal and anticipate that it will be completed by

the end of August. Assuming the appraised value equals or is less than the Purchase Agreement purchase price or the Yancy's accept a lower purchase price in alignment with the appraised value, staff will proceed with all typical acquisition processes.

The total estimated acquisition cost, which includes the sale price, appraisal, legal fees, and title commitment/insurance is \$2,000,000.

The acquisition is eligible for up to 75% (\$1,500,000) reimbursement from the Metropolitan Council and Environmental and Natural Resources Trust Fund (ENRTF) and Parks and Trails Legacy Fund (PTLF). The balance of \$500,000 would be covered by the Three Rivers Land Acquisition Development and Betterment Fund (LADB).

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

Goal 1: You Belong Here

Goal 2: Parks Matter

Goal 3: Lead by Example

Attachments:

[Property Map](#)

[Yancy Purchase Agreement.pdf](#)

Exhibit 6: Purchase agreement

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is entered into by and between **Three Rivers Park District**, a public corporation and political subdivision of the State of Minnesota ("Buyer") and **Seborn and Meghan Yancy**, ("Sellers").

RECITALS

WHEREAS, Buyer is a political subdivision of the State of Minnesota, whose primary duties are acquisition, development and maintenance of large parks, wildlife sanctuaries or other reservations, and means for public access to historic sites and to lakes, rivers and streams and to other natural phenomena, and to acquire, establish, operate and maintain trail systems; and

WHEREAS, Sellers own property located at 15520 Lawndale Lane N., Dayton, Minnesota, including three adjacent tracts, legally described on Exhibit A hereto ("Subject Property"), containing a total of approximately 6.78 acres; and

WHEREAS, Sellers and Buyer wish to enter into an agreement for the conveyance of the Subject Property from Sellers to Buyer.

NOW THEREFORE, for and in consideration of the above premises and the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Sellers hereby agree to convey to Buyer and Buyer agrees to accept from Sellers the Subject Property together with all improvements and fixtures.

2. Consideration. In consideration of the conveyance, transfer and delivery by the Sellers to the Buyer of the Subject Property, the Buyer shall pay to the Sellers the sum of One Million Six Hundred Thousand Dollars (\$1,600,000) ("Purchase Price") at Closing provided that Buyer obtains an MAI appraisal valuing the Subject Property at an amount equal or greater than the Purchase Price.

If Buyer's MAI appraisal results in an appraisal value less than the "Purchase Price":

(a) Buyer agrees to acquire the Subject Property at the Buyer's MAI appraised value.

(b) Seller may elect to terminate the Purchase Agreement or accept the Buyer's appraised value as the new Purchase Price provided either option is done so in writing within twenty eight days of receipt of Buyer's MAI appraisal.

3. Deed/Marketable Title. Subject to performance by the Buyer, Sellers agree to execute and deliver a Warranty Deed in recordable form conveying marketable title to Subject Property subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations; and
- (b) Reservation of any minerals or mineral rights to the State of Minnesota.

4. Real Estate Taxes. Real estate taxes due and payable in the year of Closing shall be prorated between Sellers and Buyer on a calendar year basis to the actual date of Closing. Sellers shall pay the prorated portion of the real estate taxes up to and including the date prior to the date of Closing. Buyer shall pay its prorated portion of the real estate taxes from and after the date of Closing. Real estate taxes payable in the years prior to Closing shall be paid by Sellers on or before the date of Closing. Real estate taxes payable in the years subsequent to Closing shall be paid by Buyer.

5. Special Assessments. Sellers shall pay on or before the date of Closing all special assessments levied or pending against the Subject Property as of the date of Closing.

6. Prorations. Except as otherwise provided herein, all items customarily prorated and adjusted in connection with the Closing of the sale of the Subject Property shall be prorated as of the date of Closing. It shall be assumed that the Buyer will own the property for the entire date of the Closing.

7. Damages To Real Property. Except for Buyer's inspection activities pursuant to Section 8(d), if there is any loss or damage to the Subject Property between the date hereof and the date of Closing, for any reason, the risk of loss shall be on the Sellers. Sellers shall notify Buyer of loss or damage to the Subject Property promptly upon such occurrence. If the Subject Property is destroyed or damaged before the Closing, this Agreement shall become null and void, at Buyer's sole option. Buyer shall have the right to terminate this Agreement within 30 days after Sellers notify Buyer of such damage. If Buyer elects to not terminate this Agreement, the proceeds of all insurance covering the Subject Property conveyed by this Agreement payable by reason of such damage or destruction shall be paid to the Buyer.

8. Title and Documents.

(a) Documents and Information to be provided. Within 15 days after the acceptance of this Agreement by the parties hereto, Sellers shall provide Buyer with the following:

- (i) Copies of any environmental audits or assessments of the Subject Property that are in Sellers' possession.
- (ii) Copies of any certificates, authorizations, permits, licenses and approvals which have been issued covering the Subject Property.
- (iii) Copies of any surveys that are in Sellers' possession.
- (iv) Copies of any written agreements affecting the ownership and use of the Subject Property known to Sellers.
- (v) An abstract of the Subject Property if in Sellers' possession.
- (vi) Copies of any documentation regarding City Code violations relating to the Subject Property.

(b) Title Commitment. Buyer agrees to obtain an owner's title commitment. Buyer shall pay the title commitment fee and shall pay the premium for any title insurance desired by Buyer.

(c) Review of Commitment. Buyer shall have 30 days after receipt of the title commitment within which to object to the contents. If said objections are not made in writing within such time period, Buyer shall be deemed to have waived such objections. If Buyer objects to the contents of the title documents, Sellers shall have 90 days from the date of such objections to make title marketable. If title is not made marketable within 90 days, this Agreement shall be null and void at the sole option of Buyer and neither party shall have any further obligation under this Agreement.

(d) Inspections; Document Review. With respect to all of the above items other than the title documents, Buyer shall have 90 days after delivery of the foregoing to Buyer during which to inspect all such items. Further, Buyer may inspect the Subject Property and conduct such other and further inspections or other review as seems necessary by Buyer during such period. If such review and/or inspection by the Buyer shall be unsatisfactory to Buyer, Buyer shall notify Sellers within such time period, and this Agreement shall be null and void at the sole discretion of the Buyer. If said period should expire without notice of Buyer's intention to terminate this Agreement, then this Agreement shall be considered in full force and effect and Buyer shall be deemed to have waived any objections based upon such review and inspection. Sellers hereby grant Buyer and/or its agents the right to enter upon the Subject Property for the purpose of inspection and to prepare topographical studies, planning, surveys, soil tests and other engineering studies, and environmental inspection and testing that may be deemed necessary; provided however that Buyer shall pay all costs thereof and shall protect, defend, indemnify, save and hold Sellers and Subject Property harmless from and against any and all costs, damages and liabilities arising from entry upon inspection or testing of Subject Property, including but not limited to costs, damages and liabilities arising from mechanics, materialmen and other liens filed against Subject Property in connection with work performed or material furnished by or at the direction of Buyer and also any legal fees and court costs that may be expended or incurred in defending or releasing such liens. Notwithstanding anything to the contrary herein, this indemnification shall survive termination or cancellation of this Agreement.

9. Environmental. To Sellers' knowledge, and except as disclosed in the reports and other documents provided to Buyer, Sellers' operations are in compliance with all applicable federal, state and local statutes, laws, rules, regulations, ordinances, orders, judicial or administrative decisions of any governmental authority or court of competent jurisdiction in effect and in each case, if applicable, as amended as of the Closing relating to (a) pollution of the environment, (b) a Release, as defined below, or threatened Release of Hazardous Materials, as defined below, or (c) the handling, storage, transport or disposal of Hazardous Materials (collectively, "Environmental Laws").

During the period of Sellers' ownership of the Subject Property, to the Sellers' knowledge, and except as disclosed in the reports and other documents provided to the Buyer (a) there has been no Release, as defined below, of any Hazardous Materials, as defined below, on the Subject Property, and (b) there have not been, and Sellers have not received any notices

from any governmental authority of any underground storage tanks on the Subject Property. For purposes of this Agreement, "Release" shall mean, in violation of applicable Environmental Laws, depositing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping or placing and other similar actions into or upon any land, water or air, or otherwise entering into the environment, and "Hazardous Materials" shall mean (a) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "toxic substances," "pollutant or contaminant" or words of similar import, under applicable Environmental Laws; (b) any petroleum or petroleum products, natural or synthetic gas, radioactive materials, polychlorinate, biphenyls, asbestos in any form that is friable, urea formaldehyde foam insulation or radon, and (c) any other chemical, material or substance, the handling, storage, transport or disposal of which is prohibited, limited or regulated by any governmental authority under applicable Environmental Laws.

Sellers have disclosed to the Buyer all reports and other documents in Sellers' possession concerning environmental matters relating to the Subject Property. To Sellers' knowledge there are no existing claims or causes of action, and there are no pending claims regarding the Subject Property against the Subject Property or Sellers involving the violation of Environmental Laws, and Sellers have no such claims against third parties. Sellers shall indemnify and hold Buyer harmless from and against any and all claims brought under Environmental Laws pertaining to conditions in existence and known to Sellers prior to conveyance to Buyer.

10. Sellers' Warranties. As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Sellers represent and warrant to and covenant with Buyer that to the best of Sellers' knowledge at the time of Closing there are no persons in possession of the Subject Property, including, but not limited to tenants, licensees, or permittees.

11. Defaults/Right to Terminate. In addition to the other rights to terminate this Agreement granted to each of the parties pursuant to this Agreement, either party may cancel this Agreement upon 30 day's written notice to the other party at any such time as such other party is in default of its agreements hereunder and remains in such default for 30 days following the written notice of such default.

12. Due Authorization. Sellers and Buyer hereby represent to the other that each has the requisite power and authority to execute this Agreement and the documents referred to herein and to perform its obligations hereunder and thereunder; and the individuals executing this Agreement and all such other documents that have a legal power, right and actual authority to bind each of the parties hereto to the terms and conditions of the Agreement and all other such documents. Further, each of the parties to this Agreement hereby represents to the other that its execution and performance of this Agreement and all other documents referred to herein shall not violate any applicable statute, ordinance, governmental restriction or regulation, or any prior restriction or agreement.

13. Closing; Contingencies.

(a) Performance at Closing. Subject to satisfaction of Paragraphs 8 and 13(b) hereof, the Closing of the transaction contemplated by this Agreement shall take

place at 3000 Xenium Lane North, Plymouth, MN 55441 on or before November 15, 2024 or at such other time as may be agreed upon between the parties.

- (i) At the Closing Sellers shall:
 - (a) sign an Affidavit of Sellers confirming the absence of judgments, mechanics liens and unrecorded interests against the Subject Property not disclosed herein;
 - (b) deliver any documents necessary to clear title in accordance with this Agreement, if any;
 - (c) sign the well disclosure statement required by Minnesota Statutes §103I.235,
 - (d) sign the Warranty Deed, and
 - (e) pay the deed tax.
- (ii) At the Closing, Buyer shall:
 - (a) pay the title commitment fee, if not paid pursuant to paragraph 8(b);
 - (b) pay the premium for title insurance, if desired by Buyer;
 - (c) pay any and all other Closing costs including all filing fees; and
 - (d) Pay to the Sellers the Purchase Price for the conveyance, transfer and delivery of the Subject Property to the Buyer.

(b) Contingencies. Notwithstanding the foregoing, the parties to this Agreement acknowledge that the Closing is expressly subject to the following contingencies:

- (i) Buyer shall obtain consent of the City of Dayton to its acquisition of the Subject Property pursuant to Minn. Stat. §398.09(b)(1);
- (ii) Buyer shall obtain all other consents required from governmental or other regulatory authorities;
- (iii) Buyer shall have the right, at its sole discretion, to terminate this Agreement based on the environmental inspection findings which will occur within the 90-day inspection window or in the event any storage, dumping or release of hazardous materials, chemicals, pollution or similar occurs after the 90-day inspection window;

- (iv) This Agreement and the obligations of Buyer hereunder are strictly contingent upon approval of this Agreement by Buyer's Board of Commissioners;
- (v) Approval of reimbursement to Buyer by Metropolitan Council and the Legislative Citizen Commission on Minnesota Resources; and
- (vi) Buyer obtaining an MAI appraisal valuing the Subject Property at a value of at least \$1,600,000 unless otherwise agreed to in accordance with Section 2. Consideration of this Purchase Agreement.
- (vii) Sellers shall provide Subject Property free of any City Code violations.

Any failure to satisfy any contingency contained herein shall render this Agreement null and void, in the Buyer's sole discretion, and the parties shall execute any instruments necessary to cancel this Agreement.

14. Condemnation. In the event of the initiation of proceedings for condemnation (or sale in lieu thereof) of any portion of the Subject Property prior to Closing, Buyer shall have the right to cancel this Agreement, in which case this Agreement shall be deemed null and void and neither of the parties shall have any further obligations. Conversely, Buyer may elect to purchase Subject Property and close the transaction notwithstanding such proceedings and, if Buyer shall so elect, all awards or payments made for such portion of Subject Property by the condemning authority to which Sellers are entitled shall be paid to Buyer and Buyer shall proceed to close the transactions herein and pay the full Purchase Price to Sellers.

15. Possession. Sellers shall deliver possession of the Subject Property on the date of Closing.

16. Representations and Warranties. The obligations of the Buyer under this Purchase Agreement are contingent on the representations and warranties of Sellers contained in this Purchase Agreement which must be true as of the date of this Agreement and on the date of Closing. All representations of the parties hereto shall survive Closing and delivery of the deed.

17. No Intent to Acquire by Condemnation. Buyer and Sellers agree that Buyer has not indicated an intent to acquire the Subject Property through eminent domain.

18. Time. Time is of the essence for performance of the terms of this Agreement.

19. Binding Effect. The provisions of this Agreement shall inure to the benefit and shall be binding on representatives, successors and assigns of the parties hereto, provided that neither party hereto shall have the right to assign its rights or obligations hereunder without the prior consent of the other party.

20. Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing. Any party may waive any

provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

21. Amendment. No amendment of this Agreement shall be effective unless set forth in writing expressing the intent to so amend and signed by both parties.

22. Notices. Any notices to be provided pursuant to the terms of this Agreement shall be in writing and shall be given by personal delivery or by express courier or by deposit in U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Buyer or Seller at the addresses set forth below or at such other address as either party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date notice is sent by express courier or U.S. Mail if otherwise.

If to Seller:
Seborn and Meghan Yancy
15520 Lawndale Lane N.
Dayton, MN 55327

If to Buyer:
Three Rivers Park District
Office of the Superintendent
c/o General Counsel
3000 Xenium Lane North
Plymouth, MN 55441

23. Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

24. Survival of Covenants. All covenants, agreements, representations, and warranties contained herein shall survive delivery of the deed from Sellers to Buyer and be enforceable by Sellers or Buyer after delivery of the deed.

25. Entire Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings, and representations between the parties regarding the Subject Property.

26. Brokers. No brokers are involved in this real estate transaction.

27. Disclosures. Sellers make the following disclosures to Buyer:


- (a) Sellers are not foreign persons for purposes of income taxation, and Sellers will provide Buyer with a FIRPTA Affidavit at Closing.
- (b) Sellers are not aware of any methamphetamine production that has occurred on the Subject Property.

- (c) Sellers are not aware of any human remains, burials or cemeteries located on the Subject Property.

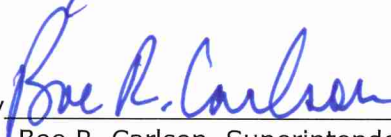
IN WITNESS WHEREOF, the parties hereto have executed this Agreement. The effective date of this Agreement shall be the latest date beside the signatory lines below.

THREE RIVERS PARK DISTRICT, a public corporation and political subdivision of the State of Minnesota

Dated: 08/15/24


By 
John Gibbs, Board Chair

Dated: 08/15/24

By 
Boe R. Carlson, Superintendent and Secretary to the Board

SELLERS:

Dated: 07/25/2024 22:59 UTC

By 
Seborn Yancy

Dated: 07/25/2024 23:28 UTC

By 
Meghan Yancy

EXHIBIT A

Legal Description of Subject Property

PID 05-120-22-22-0003

THAT PART OF GOVT LOT 2 DESCRIBED AS BEGINNING AT THE MEANDER CORNER ON THE WEST LINE OF GOVT LOT 2; THENCE SOUTH ALONG THE WEST LINE OF SAID GOVT LOT 2, A DISTANCE OF 398.90 FEET; THENCE SOUTH 62 DEGREES 57 MINUTES EAST (ASSUMING WEST LINE AS BEARING NORTH AND SOUTH) A DISTANCE OF 223.99 FEET; THENCE NORTH 37 DEGREES 03 MINUTES EAST A DISTANCE OF 541.33 FEET, MORE OR LESS, TO THE SHORE OF THE MISSISSIPPI RIVER; THENCE NORTHWESTERLY ALONG THE SHORE OF THE MISSISSIPPI RIVER TO THE WEST LINE OF SAID GOVT LOT 2; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING; EXCEPT THAT PART OF GOVT LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF TRACT A, REGISTERED LAND SURVEY NO. 676; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 12.50 FEET; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF SAID TRACT A, A DISTANCE OF 295 FEET, MORE OR LESS TO THE SHORE OF MISSISSIPPI RIVER; THENCE WESTERLY ALONG THE SHORE LINE OF MISSISSIPPI RIVER TO SAID EAST LINE OF TRACT A; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

AND

PID 06-120-22-11-0019

TRACT A ALSO THAT PART OF GOVT LOT 2, SECTION 5, TOWNSHIP 120, RANGE 22 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT A; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 12.50 FEET; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF SAID TRACT A, A DISTANCE OF 295 FEET, MORE OR LESS TO THE SHORE OF THE MISSISSIPPI RIVER; THENCE WESTERLY ALONG THE SHORE LINE OF THE MISSISSIPPI RIVER TO SAID EAST LINE OF TRACT A; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

Registered Land Survey No. 0676;

AND

PID 06-120-22-14-0001

Tract B

Registered Land Survey No. 0676;

AND

PID 06-120-22-14-0002

Tract C

Registered Land Survey No. 0676.

PID: 05-120-22-22-0003
06-120-22-11-0019
06-120-22-14-0001
06-120-22-14-0002