

Committee Report

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: November 3, 2025 For the Metropolitan Council: Nov 12, 2025

Business Item: 2025-269

Gale Woods Farm Special Feature, Park Acquisition Opportunity Fund Award (Pieper), Three Rivers Park District

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$365,356 from the Park Acquisition Opportunity Fund to Three Rivers Park District to acquire a 1.58-acre parcel located at 6801 County Road 15 in Minnetrista, MN, for Gale Woods Farm Special Feature.

Summary of Metropolitan Parks and Open Space Commission Discussion

Planning Analyst Jessica Lee discussed this acquisition with the Metropolitan Parks and Open Space Commission (MPOSC) on October 2, 2025 during the Reports section of the meeting. There was not a formal business item at that time as the acquisition project was still being reviewed and finalized. However, the November MPOSC meeting has been canceled due to no other agenda items. Because of the upcoming holidays, if this item were to wait for the December MPOSC meeting, it would not go to full Council until January 2026. Acquisitions are often time-sensitive and agencies rely on willing sellers. In this case, the landowner needs to sell before the end of 2025, and preferably in November. Therefore, this acquisition was discussed with MPOSC at their October meeting and the following resolution was unanimously passed to take the item straight to the Community Development Committee:

Be it resolved that:

1. Council staff are directed to proceed with presenting a business item for a PAOF grant to Three Rivers Park District of up to \$365,356 to acquire approximately 1.58 acres located at 6801 County Road 15 in Minnetrista (Pieper property) for Gale Woods Farm Special Feature;
2. MPOSC supports approval of that acquisition as described in principle; and
3. This should be understood as an unusual circumstance to accommodate a willing seller's wishes, and not an indication of future procedure.

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: November 3, 2025 For the Metropolitan Council: November 12, 2025

Business Item: 2025-269

Gale Woods Farm Special Feature, Park Acquisition Opportunity Fund Award (Pieper), Three Rivers Park District

District(s), Member(s):	District B, Vacant District 3, Tyronne Carter
Policy/Legal Reference:	Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; 2050 <i>Regional Parks and Trails Policy Plan</i> , Section 3, Natural Systems Policy Action 1: Locate and acquire land; Section 5, Planning Policy Action 1: Long-range plan requirements; Section 8, Finance Policy Action 3: Park Acquisition Opportunity Fund; 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

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$365,356 from the Park Acquisition Opportunity Fund to Three Rivers Park District to acquire a 1.58-acre parcel located at 6801 County Road 15 in Minnetrista, MN, for Gale Woods Farm Special Feature.

Background

Regional Park Implementing Agency and Project Request

Three Rivers Park District requested a Park Acquisition Opportunity Fund (PAOF) grant on September 19, 2025, to fund the acquisition of 1.58 acres for the Gale Woods Farm Special Feature. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3.

Gale Woods Farm Special Feature is located on Whaletail Lake in Minnetrista in the southwestern part of Hennepin County (see Exhibit 1, Figures 1, 2 and 3). Gale Woods offers a unique opportunity to experience a contemporary, small-scale production farm where one can learn about agriculture and land stewardship. The park offers field trips and public events to learn about the farm, as well as skill-based classes and fresh foods for sale.

Subject Property

The subject 1.58-acre property is an inholding located on the northern edge of the park (see Exhibit 1, Figure 4). This parcel was recently added to the park boundary through an administrative amendment

(Metropolitan Council Review File No. 50259-4). The property contains a home that will be removed or deconstructed, and the land will be restored to open space.

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 \$420,000, and the Seller has agreed to that amount. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, environmental assessments, stewardship, taxes, and appraisal is \$496,711, as shown in Table 1 below. This project will bring Three Rivers to their fiscal year annual Legacy cap of \$2 million, so the grant amount shown below is slightly less than 75% of the total project and their match has been adjusted accordingly.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$420,000
Appraisal, legal fees, taxes, closing costs	\$14,211
Environmental assessment	\$2,500
Stewardship	\$60,000
Total Costs	\$496,711
Grant structure	
Grant amount	\$365,356
Local match	\$121,785

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 *2050 Regional Parks and Trails 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 Gale Woods Farm Special Feature long-range plan amendment in 2021 ([Business Item 2021-38](#)). An administrative amendment was approved in October 2025 that added the subject property to the park boundary (Metropolitan Council Review File No. 50259-4).

- Natural Systems and Policy Action 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 surrounded by Gale Woods Farm Special Feature open space and natural resources, including Whaletail Lake.
- Finance Action 3 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.

Imagine Lens Analysis

On February 12, 2025, the Council adopted Imagine 2050, which builds on the policy direction established in Thrive MSP 2040. Under the Imagine lens, this request is consistent with the Regional Core Value of Stewardship. The Council's investment in Gale Woods Farm Special Feature will provide access to nature and the outdoors and enhance quality of life in the region, which is consistent with several of our Regional Goals including: "Our communities are healthy and safe" and "We protect and restore natural systems."

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 \$121,785.

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 with Gale Woods Farm Special Feature (circled in red)

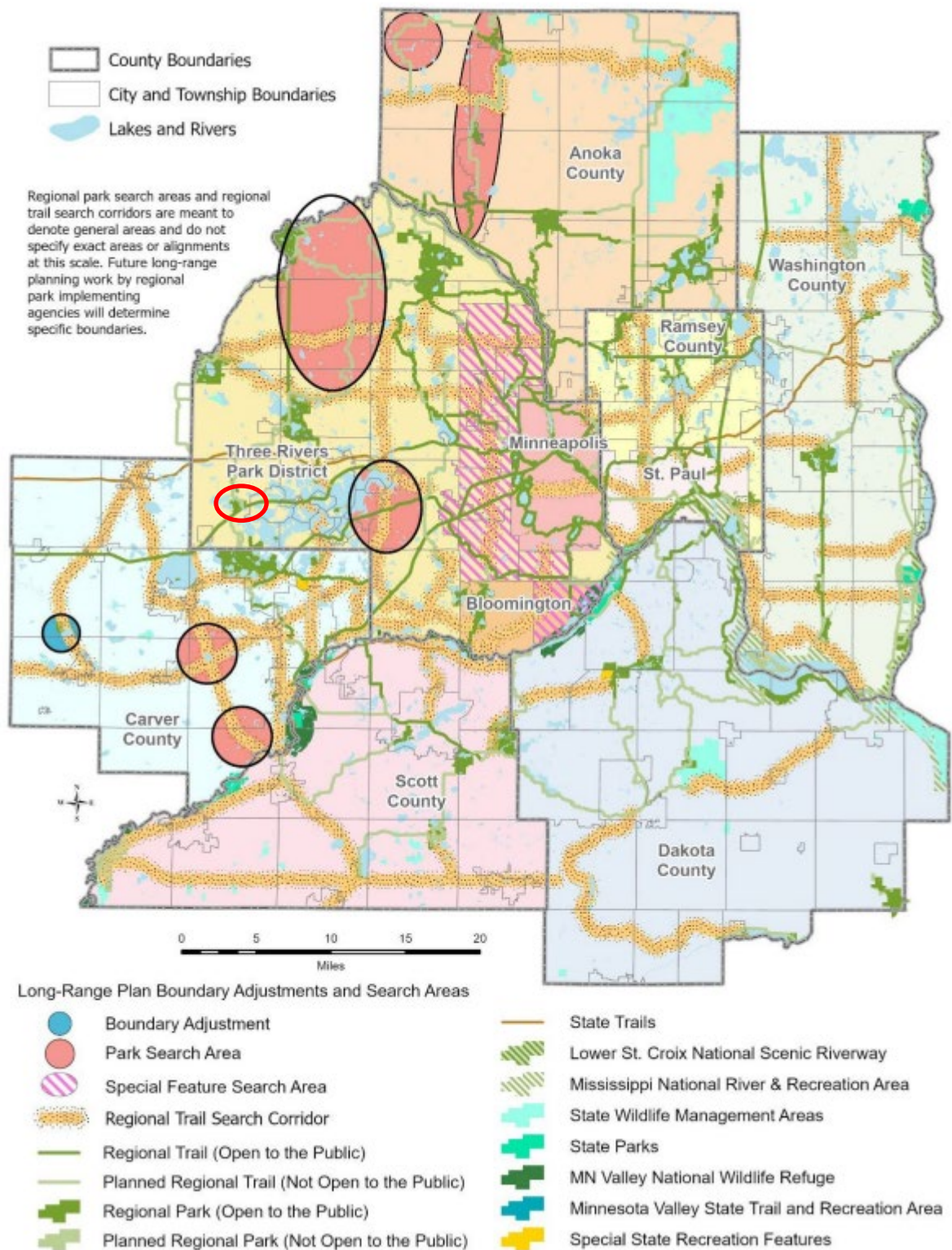
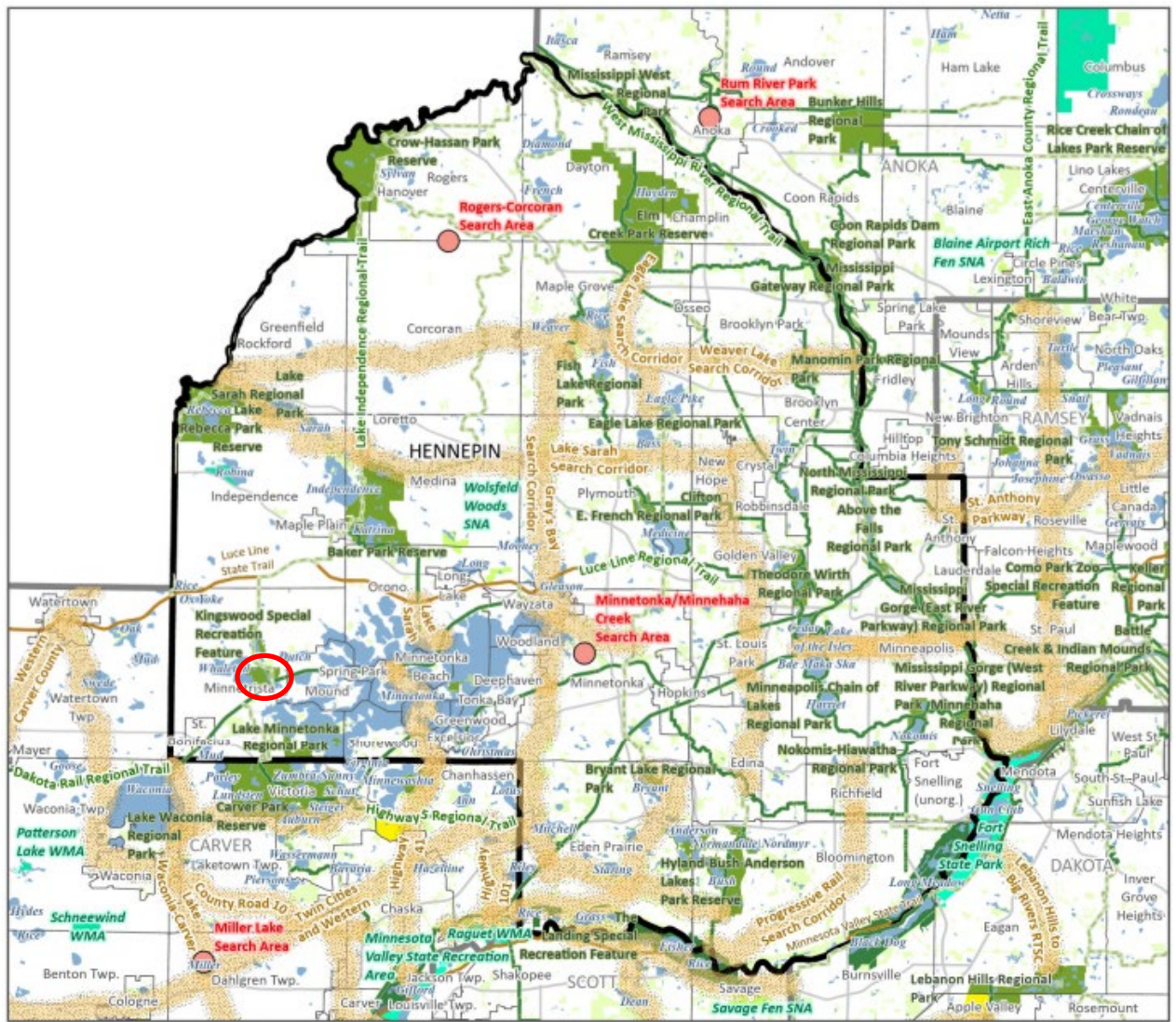


Figure 2. Map of the Hennepin County regional parks and trails system with Gale Woods Farm Special Feature circled in red.



Regional Parks and Trails Systems

- Boundary Adjustment
- Search Area
- Special Feature Search Area
- Regional Trail Search Corridor
- Regional Trail (Open to the Public)
- - - Planned Regional Trail (Not Open to the Public)
- Regional Park (Open to the Public)
- Planned Regional Park (Not Open to the Public)

Other State and National Features

- State Trails
- State Parks and Recreation Areas
- State Wildlife Management Areas
- Scientific and Natural Areas
- Special State Recreation Features
- Other Parks, Preserves, Refuges and Natural Areas
- Lower St. Croix National Scenic Riverway
- Mississippi National River & Recreation Area
- MN Valley National Wildlife Refuge

Figure 3. Map of the Regional Parks and Trails System in the City of Minnetrista with Gale Woods Farm Special Feature circled in red.

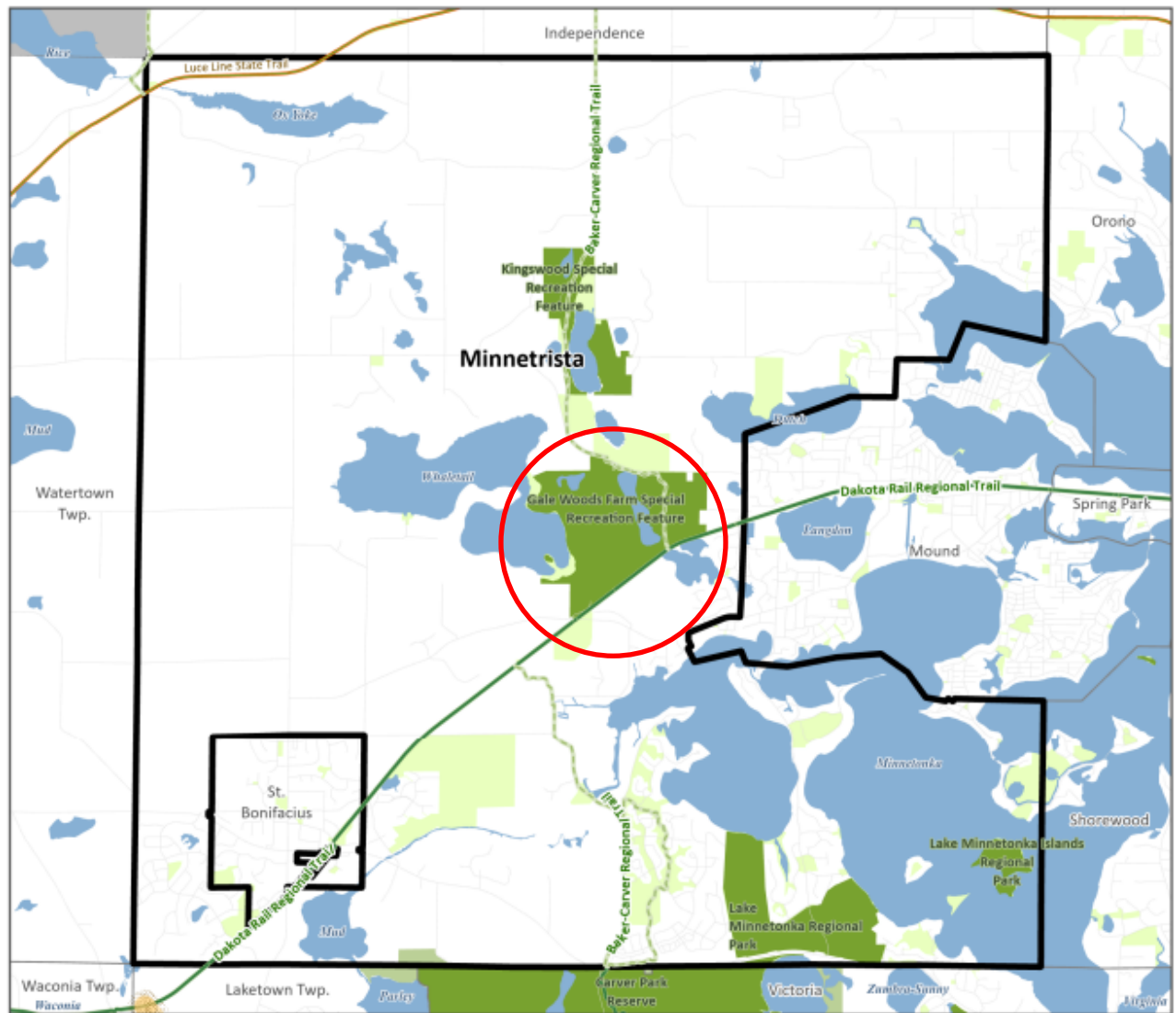


Figure 4. Map of Gale Woods Farm Special Feature and a close-up image of the Pieper property.



Exhibit 2: Grant request letter



Three Rivers
Park District
Board of
Commissioners

September 19, 2025

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: Park Acquisition Opportunity Grant Fund Request
Gale Woods Farm Special Recreation Feature: Pieper Property
6801 Co Rd No 15, Minnetrista, MN 55364
PID: 1511724430001

Erin Kolb
District 3

Dear Emmett,

Louise M. Segreto
District 4

Three Rivers Park District respectfully requests a Park Acquisition Opportunity Grant for Gale Woods Farm Special Recreation Feature (Gale Woods) in the amount of up to \$372,533 for acquisition of 1.58 acres located adjacent to Gale Woods in the City of Minnetrista. Three Rivers understands that the current balance of the PTLF allocation fund may be less than the requested full amount of \$372,533. Three Rivers kindly requests full use of the remaining PTLF allocations to be dedicated to this acquisition.

John Gibbs
Chair
District 5

Concurrently, Three Rivers is requesting a minor park boundary amendment to adjust the Gale Woods boundary in acknowledgement of this acquisition request. Please process these requests and forward to the Metropolitan Parks Open Space Commission, Community Development Committee, and Metropolitan Council for consideration and approval.

Jan Guenther
Appointed
At Large

Background Summary

Jesse Winkler
Appointed
At Large

Three Rivers is pursuing acquisition of the Pieper property surrounded on three sides by Gale Woods. Located on picturesque Whaletail Lake in Minnetrista, Gale Woods features a unique educational opportunity for visitors of all ages to gain an understanding of agriculture, food production and land stewardship. Acquisition of this property supports the long-term vision of the Gale Woods by preserving and restoring the existing natural resources of the Gale Woods landscape and completes the northern park boundary along County Road 15.

Boe Carlson
Superintendent

Regional Recreation Amenity

Gale Woods offers a unique opportunity for visitors of all backgrounds, ages and abilities to experience a contemporary, small-scale production farm and gain an understanding of agriculture and land stewardship. Visitors are welcome to come out and explore the park on their own, or if they would like to have a more intimate farm experience arrange a field trip or attend a public event. Guests can also buy fresh food and yarn, fish, hike, have a picnic by the lake, or host a celebration. In addition to programs and summer camps for aspiring farmhands, visitors will find a variety of skill-based classes including fiber arts, cooking, and gardening.

Natural Resource Summary

The proposed property is currently utilized as a single family residential homesite within the Minnehaha Creek Watershed District. Its current land use is a mix of mowed grass and deciduous tree cover. The deciduous tree cover extends to/from the proposed property and is contiguous with Gale Woods tree cover. The property's soils are a mix of Angus-Kilkenny complex, Hamel complex and Lester loam – all would be protected in open space perpetuity. The long-range stewardship plan is to remove the residential home and associated outbuildings and restore to open space.

Funding Request

Three Rivers requests FY2026 Metropolitan Council acquisition funding consideration at the Council's earliest opportunity as the closing of the property will occur on December 17, 2025.

Thank you for your continued assistance through this process.



Ann Rexine
Principal Planner

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

Exhibit 3: Grant application



Menu | Help | Log Out

Back | Print | Add | Delete | Edit | Save

Application

Instructions

Print to PDF will convert the application plus any PDF attachments into a single PDF file. **Release for Review** will change the status of the application to Under Review and move it on to the evaluation process. **Negotiation** will allow you to unlock one or more sections of the application and route the application back to the applicant for further editing. **Annotations** allow internal staff to add notes that are visible to internal staff only and possibly also reviewers if they have a special security privilege. The applicant cannot see these notes. **Versions** will display all component versions that were created as a result of the negotiation process. **Feedback** allows staff to enter feedback about the application to the applicant. The feedback text will appear at the bottom of the application and will be visible to anyone who has access to the application. **Withdraw** changes the status of the application to Withdrawn and removes the app from the evaluation process.

Application Details

[Map](#) | [Print to PDF](#) | [Release for Review](#) | [Negotiation](#) | [Annotations\(0\)](#) | [Versions](#) | [Feedback](#) | [Withdraw](#)

23171 - FY2026 Park Acquisition Opportunity Fund Program - Final Application

25314 - Pieper Property - Gale Woods Farm Special Recreation Feature Parks Grants Acquisition

Status: Submitted Submitted Date: 09/19/2025 1:21 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 Pronouns	Ann First Name		Rexine Last Name
Title:*	Principal Planner			
Department:				
Email:*	ann.rexine@threeiversparks.org			
Address:*	3000 Xenium Lane North			
*	Plymouth City	Minnesota State/Province	55441 Postal Code/Zip	
Phone:*	763-694-1103 Phone			Ext.
Fax:				
What Grant Programs are you most interested in?*	Regional Solicitation - Bicycle and Pedestrian Facilities			

Organization Information

Name:*	THREE RIVERS PARK DISTRICT
Jurisdictional Agency (if different):	
Organization Type:	
Organization Website:	
Address:*	RESERVATIONS 3000 XENIUM LN N
*	PLYMOUTH City
County:*	Hennepin

Minnesota State/Province	55441-2661 Postal Code/Zip
--	--

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 Gale Woods Farm SRF-Three Rivers Park District

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? No

If yes, name of master plan and date of Council approval

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? 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**.

Does this acquisition involve eminent domain? No

Eminent domain

If eminent domain is being used:

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

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

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

Date the petition was filed.

Settlement date

Public domain

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

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

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

Closing date

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

Estimated closing date 12/17/2025
Format: mmddyyyy (Do not enter any punctuation.)

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

Date agreement expires
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	07/17/2025	
Appraised value	\$420,000.00	
Amount being offered the seller (net of closing and other costs)	\$420,000.00	100.0%
		% of appraised value

Who performed the appraisal? Nagal Appraisal & Consulting, Inc.

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

Describe the existing natural resources it contains

The property is currently utilized as a single family residential homesite within the Minnehaha Creek Watershed District. Its current land use is a mix of mowed grass and deciduous tree cover. The deciduous tree cover extends to/from the property and is contiguous with Gale Woods Farm tree cover. The property's soils are a mix of Angus-Kilkenny complex, Hamel complex and Lester loam – all would be protected in open space perpetuity. The long-range stewardship plan is to remove the residential home and associated outbuildings and restore to open space.

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

The title commitment (TBD) will typically show recorded easements including but not limited to; utility, access and drainage easements.

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?	Yes
Does the property currently contain any revenue-generating businesses?	No
If yes, what is the plan for the structure(s)?	The long-range stewardship plan is to remove the residential home and associated outbuildings and restore to open space.
If there are habitable structures, could they be relocated? If yes, how? If no, why not?	Due to its unique construction (it has been added on multiple times in various forms), the habitable structure is not a good candidate to relocate.

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

The property contains a single-family home. The home measures 1,839 SF (above grade), was originally built in 1900 and is in average condition.

For ENRTF funding only

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

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

Stewardship and minimal access

Describe the stewardship plan.

The structures will be demolished and the land will be restored to natural open space.

How will the stewardship implementation be funded?

Stewardship efforts on this property will be funded by the PAOF grant and in-kind by Three Rivers Natural Resources and Management staff.

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	Agricultural, Residential Select as many as apply
Adjacent land uses	Agricultural Select as many as apply
Inspection	

Does the property contain any of the following?

Wells, Septic, Underground tanks, 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
Frances K Pieper Revocable Living Trust	6801 Co Rd No 15, Minnetrista, MN 55364	1511724430001	1.58	09/18/2025	Yes	45A	Minnetrista	Hennepin	3	B	44.93840392061529	-93.69367684149164
			1.58									

Local match

Source of local match
Three Rivers G.O. Bond Funds and Legacy Funding

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	No
Eric Quiring	General Counsel	Yes

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$420,000.00	\$189,000.00	\$126,000.00	\$105,000.00
Appraisal expenses				
Appraisal	\$1,400.00	\$630.00	\$420.00	\$350.00
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	\$60,000.00	\$27,000.00	\$18,000.00	\$15,000.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$135.00	\$61.00	\$40.00	\$34.00
Legal services and closing costs	\$1,845.00	\$830.00	\$554.00	\$461.00
Property tax equivalency payment-473.341	\$1,292.00	\$581.00	\$388.00	\$323.00
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	\$1,050.00	\$473.00	\$315.00	\$262.00
Well disclosure statement	\$50.00	\$22.00	\$15.00	\$13.00
Other holding	\$0.00	\$0.00	\$0.00	\$0.00
Other expenses				
Other expenses	\$8,439.00	\$3,797.00	\$2,532.00	\$2,110.00
Totals	\$496,711.00	\$223,519.00	\$149,014.00	\$124,178.00

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)	\$496,711.00	\$223,519.00	\$149,014.00	\$124,178.00	\$372,533.00

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)	Pieper Grant Request Letter	Pieper Grant Request Letter.docx	docx	1.8 MB
2.0 Master plan documentation (REQ'D)	Pieper Minor Administrative Park Boundary Request	Pieper master plan documentation.docx	docx	21 KB
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	Pieper Board Minutes	Pieper Unofficial Excerpt from 09-18-25 Meeting Minutes.pdf	pdf	63 KB
4.0 Signed purchase agreement/instrument (REQ'D)	Pieper Purchase Agreement	Pieper Purchase Agreement Signed.pdf	pdf	650 KB
5.1 Appraisal report (REQ'D)	Pieper Appraisal Report	Pieper Appraisal 8-19-2025.pdf	pdf	6.6 MB
5.2 Appraisal review report (NOT req'd)				
5.3 Client's instructions to appraiser (REQ'D)	Pieper client instructions to appraiser	Pieper clients instructions to appraiser.pdf	pdf	1.6 MB
5.4 Title documentation (Req'd before finalization)				
6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)	To be added to application once complete	Pieper To be added to application once complete.docx	docx	21 KB
6.2 Phase II environmental assessment report (required if indicated in Phase I)				
7.0 Survey report (NOT req'd)				
8.0 Legal description in Microsoft Word that includes PIDs and, if available, address	Pieper Legal Description	Pieper Legal Description.docx	docx	24 KB
9.0 Land stewardship plan	Pieper Stewardship Plan	Pieper Land Stewardship Plan.docx	docx	23 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)	Pieper Property Map	Pieper Property Map.pdf	pdf	1.8 MB
13.2 For trails, parcel map showing trail route (Required for trails)				
13.3 Image documenting location of property within RPS unit (REQ'D)	Pieper Context Map	Pieper Context Map.pdf	pdf	1.1 MB
13.4 GIS shape-file for property (REQ'D)	Pieper GIS Shapefile	Pieper Property.zip	zip	8 KB
SECTION 5 - Invoices				

Exhibit 4: Appraisal excerpt

SUMMARY OF IMPORTANT FACTS & CONCLUSIONS



General Description:	Residential property
Report Type:	Appraisal Report
Current Use:	Single-family residential property
Special Assumptions:	None , see rear of report for standard assumptions
Site Size:	68,896 SF (1.58 acres)
Year Built:	1900
GLA:	1,839 SF
Zoning:	A, Agriculture
Highest and Best Use:	Current use
Property Rights Appraised:	Fee Simple Interest
Business Value / FF&E:	No business value or FF&E included
Value Type:	As-Is
Cost Approach:	Not Applied
Sales Comparison Approach:	\$420,000
Income Approach:	Not Applied
Final Value Opinion:	\$420,000

Exhibit 5: Board approval

*Excerpt from 09/18/25 Regular Board Meeting Minutes
(Pending Approval by Three Rivers Park District Board on 10/16/25)*

Regular Board Meeting

- 4 -

September 18, 2025

4G. Gale Woods Farm: Boundary Amendment and Acquisition Opportunity

MOTION by Kolb, seconded by Beard, TO APPROVE A PURCHASE AGREEMENT IN THE AMOUNT OF \$420,000 FOR THE ACQUISITION OF PROPERTY ADJACENT TO GALE WOODS FARM (PID 1511724430001) IN THE CITY OF MINNETRISTA; TO SUBMIT A MINOR ADMINISTRATIVE PARK BOUNDARY ADJUSTMENT FOR REVIEW AND APPROVAL BY METROPOLITAN COUNCIL, TO ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH METROPOLITAN COUNCIL; AND TO ESTABLISH A PROJECT BUDGET IN THE AMOUNT OF \$500,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION DEVELOPMENT AND BETTERMENT FUND.

Beard Aye
DeJournett Aye

Guenther Aye
Kolb Aye
Segreto Aye

Winkler Aye
Gibbs, Chair Aye

MOTION ADOPTED

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 **Frances K. Pieper Revocable Living Trust**, ("Seller").

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, Seller owns property located at 6801 County Road 15, Minnetrista, Minnesota, legally described on Exhibit A hereto ("Subject Property"), containing approximately 1.58 acres; and

WHEREAS, Seller and Buyer wish to enter into an agreement for the conveyance of the Subject Property from Seller 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. Seller hereby agrees to convey to Buyer and Buyer agrees to accept from Seller the Subject Property together with all improvements and fixtures.

2. Consideration. In consideration of the conveyance, transfer and delivery by the Seller to the Buyer of the Subject Property, the Buyer shall pay to the Seller the sum of Four Hundred Twenty Thousand Dollars (\$420,000) ("Purchase Price") at Closing.

3. Deed/Marketable Title. Subject to performance by the Buyer, Seller agrees 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 Seller and Buyer on a calendar year basis to the actual date of Closing. Seller 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 Seller 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. Seller 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 Subject 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 Seller. Seller 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 Seller notifies 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 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, Seller shall provide Buyer with the following:

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

(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, Seller 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. Seller hereby grants Buyer and/or its agents the right to enter upon the Subject Property for the purpose of inspection and to prepare topological 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 Seller 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, materialmens 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 Seller's knowledge, and except as disclosed in the reports and other documents provided to Buyer, Seller's 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 Seller's ownership of the Subject Property, to the Seller's 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 Seller has 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.

Seller has disclosed to the Buyer all reports and other documents in Seller's possession concerning environmental matters relating to the Subject Property. To Seller's 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 Seller involving the violation of Environmental Laws, and Seller has no such claims against third parties. Seller 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. Seller's Warranties. As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Seller represents and warrants to and covenants with Buyer that to the best of Seller's 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. Seller 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 December 17, 2025 or at such other time as may be agreed upon between the parties.

(i) At the Closing Seller shall:

(a) sign an Affidavit of Seller 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 Trustee's Deed, and
 - (e) pay the deed tax and conservation fee.
- (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 Seller 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 Minnetrista 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; and
 - (iv) This Agreement and the obligations of Buyer hereunder are strictly contingent upon approval of this Agreement by Buyer's Board of Commissioners; and
 - (v) Approval of reimbursement to Buyer by Metropolitan Council; and
 - (vi) Approval of amendment to Gale Woods Farm Master Plan by Metropolitan Council, City of Minnetrista, and Buyer's Board of Commissioners.

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 Seller is entitled shall be paid to Buyer and Buyer shall proceed to close the transactions herein and pay the full Purchase Price to Seller.

15. Possession. Seller 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 Seller 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 Seller 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:
Frances Pieper
3018 Blanchette Dr.
St. Charles, MI 63301

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 Seller to Buyer and be enforceable by Seller 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. Seller makes the following disclosures to Buyer:

- (a) Seller is not a foreign person for purposes of income taxation, and Seller will provide Buyer with a FIRPTA Affidavit at Closing.
- (b) Seller is not aware of any methamphetamine production that has occurred on the Subject Property.
- (c) Seller is 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: 09/18/25

By 
John Gibbs, Board Chair

Dated: 09/18/25

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

SELLER:

Dated: 9/4/25

By 
Frances K. Pieper, Trustee

EXHIBIT A

Legal Description of Subject Property

Unplatted Government Section 15, Township 117, Range 24, commencing at a point in North line of Southwest 1/4 of Southeast 1/4, distance 609.25 feet East from the Northwest corner thereof, thence South at right angles 333 feet, thence East 228 feet, thence North 333 feet to North line thereof, thence West 228 feet to the point of beginning, except Road, Hennepin County.

PID: 15-117-24-43-0001