

Community Development Committee

For the Metropolitan Council meeting of August 24, 2016

Subject: Park Acquisition Opportunity Fund Grant for Big Marine Park Reserve (Frogner), Washington County

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$237,892 to Washington County to acquire the Frogner parcel at 15770 May Avenue North for Big Marine Park Reserve;
2. Advise Washington County that it may not close on the property until after the Council awards the grant; and
3. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council.

Summary of Committee Discussion/Questions

The Community Development Committee recommended approval of the proposed action as part of its consent agenda on Monday, August 15, 2016.

Community Development Committee

For the Community Development Committee meeting of August 15, 2016

For the Metropolitan Council meeting of August 24, 2016

Subject: Park Acquisition Opportunity Fund Grant for Big Marine Park Reserve (Frogner), Washington County

Council District: 12 – Harry Melander

Policy/Legal Reference: MN Statutes 85.53 Subd. 3(4) and MN Statutes 473.315

Staff Prepared/Presented: Deb Streets Jensen, Senior Parks Finance Planner 651-602-1554

Division/Department: Community Development Division / Regional Parks & Natural Resources

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

Background

Regional Park Implementing Agency. This grant was requested by Washington County on June 10, 2016 to acquire property for Big Marine Park Reserve, and a copy of the request letter is attached to this item as Exhibit 1. Big Marine Park Reserve is located in the May Township.

Policy. Strategy Two of the Siting and Acquisition policy from the *2040 Regional Parks Policy Plan* states that “*priorities for land acquisition are set by regional park implementing agencies in Council-approved master plans.*”

Funding sources. The Council’s Park Acquisition Opportunity Fund (PAOF) provides resources to purchase property and easements via two state sources: the Parks and Trails Fund and the Environment and Natural Resources Trust Fund. The Council contributes further by matching every \$3 in state funds with \$2 in Council bonds proceeds. Between them, state and Council funds contribute 75% of the purchase price and eligible costs; the Regional Park Implementing Agency (Agency) contributes the remaining 25% as local match. This grant would be funded through Park and Trails Fund and Council bonds. The Agency is not requesting consideration for future reimbursement for any part of its local match.

Subject property. The subject 14.4-acre property is an inholding within the Council-approved boundaries of the park reserve. The eastern 20% of the property contains a home and out buildings, along with a driveway from May Avenue. The western 80% is undeveloped; with a portion containing trees and grasses and other areas containing wetland or pond. In the short term, the Agency plans on removing the existing structures and stabilizing the area with wildlife cover. The park reserve’s master plan calls for restoring the area to savanna and undertaking a forest expansion.

Acquisition details. This is a straightforward, fee simple transaction with no easements or other property restrictions.

Council review. Staff from the Council’s Regional Parks and Natural Resources work unit:

- Review each PAOF request to ensure that the proposed acquisition complies with state statute and Council policy;
- Ensure that all necessary documentation is in place and that the appraisal is reasonable and appropriate; and
- Processes requests on a first-come-first-served basis.

Rationale

This acquisition is consistent with:

- The *2040 Regional Parks Policy Plan*;
- Appropriation requirements;
- The Big Marine Park Reserve master plan, approved by the Council in December 2010; and
- All requirements of the Parks and Trails Fund.

Funding

Project budget. The appraised value is \$290,000, and the Agency has offered the seller 100% of the appraised amount, plus closing and other costs as shown below.

Budget item	Requested amount
Purchase price	\$290,000
Due diligence (appraisal, Phase I environmental site assessment, etc.)	4,100
Holding and closing costs	2,090
Stewardship	<u>21,000</u>
Total costs	\$317,190
Grant structure	
Parks and Trails Fund PAOF	\$142,735
Council bonds	<u>95,157</u>
Grant amount not to exceed	\$237,892
Local match	\$79,298

Fund balance.

As of July 28, 2016, the combined balance available for Parks and Trails Fund and Council match was \$598,202. If this grant is awarded by the Council, the balance will be \$360,310. Please note there is a concurrent request for a second Parks and Trails Fund acquisition for Nine Mile Creek Regional Trail also being presented for action in August 2016. That request, if approved along with this one, would reduce the available balance to \$183,576.

Known Support / Opposition

A Metropolitan Parks and Open Space Commissioner asked about the feasibility of moving the existing residence to make it available as housing for the homeless. A representative from Washington County explained that the house may not be in good enough condition to make moving it economically feasible. Staff explained also that costs to move a house are not grant-eligible costs under the Council-approved *2040 Regional Parks Policy Plan*. After some discussion, the item was approved unanimously without amendment. There is no known opposition.

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Known Support / Opposition

There is no known opposition.

Exhibit List

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

Metropolitan Parks and Open Space Commission

Meeting date: August 10, 2016

For the Community Development Committee meeting of August 15, 2016

For the Metropolitan Council meeting of August 24, 2016

Subject: Park Acquisition Opportunity Fund Grant for Big Marine Park Reserve (Frogner), Washington County

MPOSC District: F – Sarah Hietpas

Policy/Legal Reference: MN Statutes 85.53 Subd. 3(4) and MN Statutes 473.315

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Public Works Department
Parks Division

Donald J. Theisen, P.E.
Public Works Director

Wayne Sandberg, P.E.
Public Works Deputy Director

June 10, 2016

Deb Jensen
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

REQUEST FOR ACQUISITION OPPORTUNITY GRANT FUNDS FOR PURCHASE OF THE FROGNER PROPERTY IN BIG MARINE PARK RESERVE

Dear Tori:

Washington County requests that the Metropolitan Council consider providing acquisition opportunity grant funds for the purchase of the Frogner property; a 14.4 acre property located within the boundary of Big Marine Park Reserve in May Township. This property is adjacent to an existing Washington County owned parcel, and includes an older home and out buildings that will be removed within a year of purchase. No rental revenue will be generated from this acquisition. The agreed upon price is the same as Washington County's appraised value.

The offer presented here has been signed by the landowner, and was approved by the Washington County Board of Commissioners on May 17, 2016. Funding for this project is requested to be 75% from the Metropolitan Council's Acquisition Opportunity Fund with the remaining 25% being funded by Washington County funds.

Estimated Acquisition Costs:

Purchase Price	\$ 290,000.00
Other costs (identified on spreadsheet)	\$ 27,190.00
Total Estimated Acquisition Costs	\$ 317,190.00

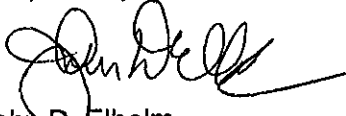
Proposed Revenue Sources:

Acquisition Opportunity Fund (75%)	\$ 237,892.50
Washington County (25%)	\$ 79,297.50
Total Proposed Revenue Sources	\$ 317,190.00

We understand there are not sufficient funds to fully finance this grant request in the 2016 fiscal year, so we request that this acquisition be funded in the 2017 fiscal year. The closing for this property will occur following Met Council action on the grant request.

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

Respectfully,

A handwritten signature in black ink, appearing to read "John D. Elholm", with a long horizontal flourish extending to the right.

John D. Elholm
Planning Manager




C: Sharon Price, Acquisition Manager
June Mathiowetz, Land and Water Legacy Program Manager

Parcel Ownership within the Official Map of Big Marine Park Reserve February 1, 2016

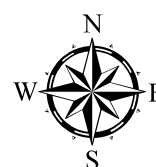
BIG
MARINE
LAKE

VETERAN'S
REST
CAMP

Key

-  County Ownership
-  Private Ownership
-  Other Government Ownership

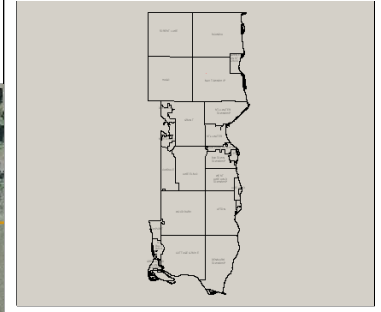
17.031.20.11.0005
15770 May Avenue N



Scale: 1 inch = 1000 feet
Date of Aerial Photography:
Spring, 2013

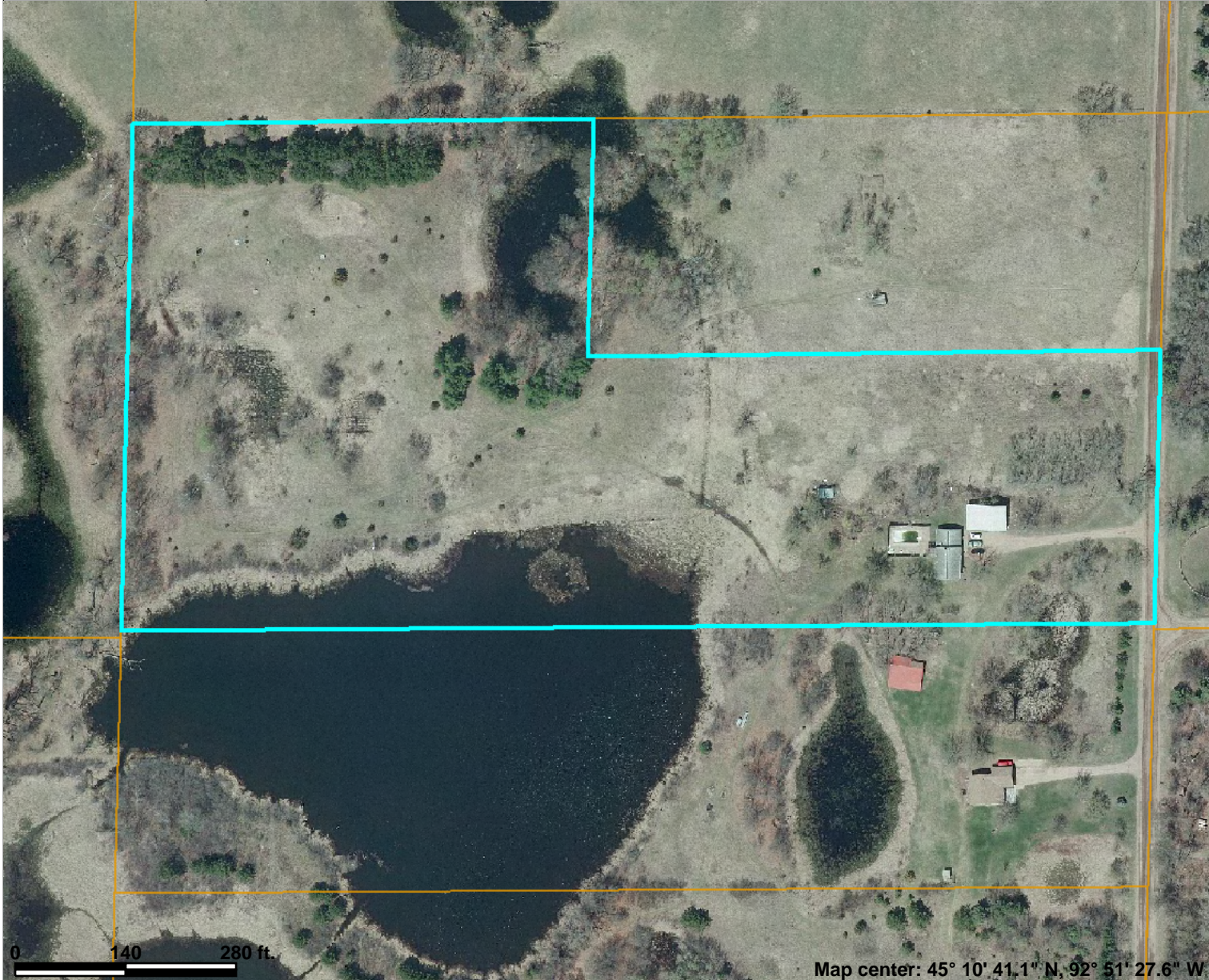


15770 May Avenue



Legend

-  parcels
-  Municipal Boundaries
- 2013 aeriels
- RGB**
-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3



This drawing is the result of a compilation and reproduction of land records as they appear in various Washington County offices. The drawing should be used for reference purposes only. Washington County is not responsible for any inaccuracies.



Scale: 1:2,337



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Review

Application Details

Print to PDF | Review | Funding Opportunity | Annotations(0)

04280 - 2016 Parks Acquisition Grants

04763 - Washington County PAOF PTLF Big Marine PR Frogner
Parks Grants Acquisition

Applicant Information

Primary Contact:

Name:*	Ms.	Sharon	Price
	Salutation	First Name	Middle Name
Title:*	Land Acquisition		
Department:			
Email:*	Sharon.Price@co.washington.mn.us		
Address:*	11660 Myeron Road N.		
	Stillwater	Minnesota	55082
	City	State/Province	Postal Code/Zip
Phone:*	651-430-4391		Ext.
	Phone		
Fax:			
What Grant Programs are you most interested in?*	Parks Grants Acquisition		

Organization Information

Name:*	WASHINGTON CTY		
Jurisdictional Agency (if different):			
Organization Type:			
Organization Website:			
Address:*	PUBLIC WORKS 11680 MYERON RD		
	STILLWATER	Minnesota	55082
	City	State/Province	Postal Code/Zip
County:*	Washington		
Phone:*	651-430-4325		Ext.
	Phone		
Fax:			
PeopleSoft Vendor Number	0000028637A10		

Project description

Please limit acquisition requests to a single park or trail

Park or trail name: Big Marine PR-Washington County

Master plan

An acquisition request will not be considered complete or added to an ENRTF work plan 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

Name of master plan Council approval date - Format: mmddyyyy (Do not enter any punctuation.)

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.

Standard acquisition

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.

If condemnation will be involved, include documentation of your governing body's authorization (on the Other Acquisition Attachments web page).

If condemnation is involved, date the petition was/will be filed.

If condemnation is involved, expected settlement date

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

If yes, describe

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 grant term.

Estimated closing date **10/31/2016**
Format: mmddyyyy (Do not enter any punctuation.)

Date purchase agreement expires **10/31/2016**
Format: mmddyyyy (Do not enter any punctuation.)

Appraisal information

Appraised value **\$290,000.00**

Amount being offered the seller (net of closing and other costs) **\$290,000.00** **100.0%**
% of appraised value

Appraisal date

Who performed the appraisal? **Lake State Realty Services**

Who contracted for the appraisal (i.e., was it done at arms' length)? **Washington Co**

Quality of natural resources - Is the property...

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

Describe the existing natural resources it contains

The eastern 20% of the property contains a home and out buildings, along with a driveway from May Avenue. The western 80% is undeveloped; with a portion containing trees and grasses and other areas containing wetland or pond.

Suggested funding source

For guidance, see the PAOF rules in the 2040 Regional Parks Policy Plan at <http://metrocouncil.org/Parks/Publications-And-Resources/POLICY-PLANS/2040-Regional-Parks-Policy-Plan.aspx>; for ENRTF fee title acquisition project requirements, see http://www.iccmr.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

For ENRTF funding only

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

Does the property contain habitable structures? **Yes**

If yes, what is the plan for the structure(s)? **Structures will be demolished**

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

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

Stewardship and minimal access

Describe the stewardship plan.

Stewardship of the site will follow the recommendations of the Big Marine Park Reserve Master Plan. This parcel is in a restoration area with suggested long-term vegetation being savannah with the northern section being a forest expansion. The initial stewardship of the area will involve removing the structures and restoring the disturbed areas with a wildlife cover to stabilize the site. In later years, this wildlife cover will be converted to the recommended landscape type.

How will the stewardship implementation be funded?

The removal of buildings and planting of wildlife cover will be funded as part of the acquisition process. Future conversion to savannah will be incorporated into the natural area management program; which is largely funded through a separate stewardship account.

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?

Local match

Source of local match

Washington County has a voter approved fund for natural area acquisition, which includes parkland acquisition. This 'Land and Water Legacy Program' fund will be used as a match to the Met Council/State acquisition funds.

Will you be requesting consideration for future reimbursement of any part of your local match? **No**

If yes, how much? **\$0.00**

Sellers and parcels

Seller name	Street address	PID	Acres	Date PA signed	Habitable structures?	MN House district	City	County	MPOSC	Latitude	Longitude
Wanda J. Frogner	15770 May Ave N Marine-on-St. Croix	17-030-20-11-0005	14.4	05/02/2016	Yes	39A	Mahtomedi	Washington	F		

Grant agreement signatories

Full name **Molly O'Rourke** Title **County Administrator**

If this is an attorney, is the signature 'for form only'?

Fran Miron County Board Chair
 George Kuprian Assistant County Attorney (approval as to form)

Acquisition Costs

Cost Items	Amount
Purchase price	
Negotiated purchase price	\$290,000.00
Appraisal expenses	
Appraisal	\$2,000.00
Appraisal review	\$0.00
Environmental expenses	
Phase I environmental site assessment	\$2,100.00
Phase II environmental site assessment	\$0.00
Environmental contamination remediation	\$0.00
Holding expenses	
Interest	\$0.00
Land stewardship	\$21,000.00
Land development	\$0.00
Pro-rated share of all property taxes/assessments	\$465.00
Legal services and closing costs	\$0.00
Property tax equivalency payment	\$613.00
Relocation costs to seller	\$0.00
State deed tax/conservation fee	\$962.00
Title insurance	\$0.00
Well disclosure statement	\$50.00
Other holding	\$0.00
Other expenses	
Other expenses	\$0.00
	\$317,190.00

Correct calculations:
 Agency match \$79,297 (25% x \$317,190)
 Parks and Trails Fund \$142,735 (45% x \$317,190)
 Council bonds \$95,157 (30% x \$317,190)

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)	\$296,589.60	\$133,465.31	\$88,976.88	\$74,147.40	\$0.00

Calculations incorrect

Required Attachments

Attachment	Description	File Name	Type	File Size
Section 1 - REQUIRED FOR ALL REQUESTS				
Grant request letter	Letter requesting funds for acquisition of the Frogner property within the boundary of Big Marine Park Reserve.	Met Council Request Letter - Frogner.pdf	pdf	45 KB
Master plan documentation (excerpts)	Pages from Big Marine Park Reserve Master Plan	Big Marine Master Plan Excerpt.pdf	pdf	1.7 MB
Aerial photo showing parcel boundary	Aerial Photo of Frogner Parcel in Big Marine Park Reserve.	Frogner Aerial.pdf	pdf	2.1 MB
Parcel map showing park/trail master plan boundary	Frogner property within Big Marine Park Reserve	Frogner & Big_Marine_Ownership_all_022416.pdf	pdf	721 KB
Governing Board action authorizing grant request	Resolution 2016-067 authorizing Washington County to purchase property.	2016-067_Resol to Acquire 5-17-16 Signed.pdf	pdf	55 KB
Section 2 - FEE TITLE REQUIREMENTS				
Signed purchase agreement	Purchase Agreement signed by all parties.	Signed PA 5-17-16.pdf	pdf	506 KB

Property appraisal report	Appraisal Report for 15770 May Avenue, Marine on St. Croix, MN	Appraisal - 15770 May Ave.pdf	pdf	4.8 MB
Appraisal Invoice	Lake State Realty Services, Inc. Appraisal Invoice	Appraisal Invoice No 15087.pdf	pdf	23 KB
Phase 1 environmental site assessment report	A Phase 1 Environmental Report will be completed concurrently with the funding review by the Met Council.	Frogner Phase 1 Statement.pdf	pdf	5 KB
Phase 1 environmental assessment Invoices	Washington County is in the process of obtaining the Phase 1 Environmental Site Assessment.	Frogner Property Phase 1 Estimate.pdf	pdf	8 KB
State deed tax or conservation fee invoice	State Deed Tax and Conservation Fee	Frogner Property State Deed_Conso Fee Estimate.pdf	pdf	9 KB
Property tax statement with pro-rated share of tax due	2016 Property Tax Statement - 15770 May Avenue	2016 Property Tax Statement.pdf	pdf	147 KB
Tax equivalency payment	Tax Equivalent Payment	Frogner Property Tax Equivalent Estimate.pdf	pdf	511 KB
Title insurance invoice				
Itemized estimate of closing costs				
Minimal access development estimated costs				
Land stewardship plan	Section of the Big Marine Park Reserve Master Plan related to land stewardship	Land Stewardship from Master Plan.pdf	pdf	632 KB
Land stewardship estimated costs	Estimated costs to remove structures and stabilize the Frogner property	Frogner Property Stewardship Estimate.pdf	pdf	14 KB
Legal description of the property	Resolution to acquire Frogner property with legal description.	2016-067_Resolution to Acquire 5-17-16.pdf	pdf	55 KB

Section 3 - CONDITIONALLY REQUIRED

ATTACHMENTS

- Appraisal review report
- Appraisal review invoice
- Phase II environmental assessment report
- Phase II environmental assessment Invoices
- Other acquisition costs report
- Relocation description and estimated costs

SECTION 4 - CONDEMNATIONS

- Condemnation settlement
- Documentation of notice to Council prior to initiating condemnation procedures
- Administrative settlement

Section 5 - EASEMENT REQUIREMENTS

- Signed easement

Additional attachments

File Name	Description	File Size
2016-067_Resolution to Acquire 5-17-16.pdf (55 KB)	Legal Description of the Frogner Property	55 KB
Frogner Aerial.pdf (2.1 MB)	Aerial Photo of Frogner Property	2.1 MB

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DATE May 17, 2016

DEPARTMENT Public Works

MOTION BY COMMISSIONER Bigham

SECONDED BY COMMISSIONER Weik

**RESOLUTION TO PURCHASE FROGNER PROPERTY
BIG MARINE PARK RESERVE**

WHEREAS, Washington County is interested in acquiring the property described herein in May Township, Minnesota, for inclusion into the Big Marine Park Reserve and whereas the owners agree to sell the property to the County.

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

All that part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Seventeen (17) in Township Thirty-one (31) North, Range Twenty (20) West, Washington County, Minnesota, except the North Half (N ½) thereof and except the North 300 feet of the East 726 feet of the South Half (S ½) thereof, subject to the existing township road along the east line thereof.

For the sum of \$290,000.00.

ATTEST: 

YES NO

COUNTY ADMINISTRATOR



COUNTY BOARD CHAIR

MIRON	<u>X</u>	_____
KRIESEL	<u>X</u>	_____
WEIK	<u>X</u>	_____
BIGHAM	<u>X</u>	_____

REAL ESTATE PURCHASE AGREEMENT

Wanda J. Frogner, a single person hereinafter known as Seller, agrees to sell and Washington County, hereinafter known as Buyer, agrees to purchase the property legally described on the attached Exhibit A and located at 15770 May Avenue North, Marine on St. Croix, Washington County, Minnesota, for the sum of Two Hundred Ninety Thousand and 00/100 Dollars (\$290,000.00) for acquisition into Big Marine Park Reserve.

CONDITIONS OF SALE

Subject to the terms and conditions contained in this Purchase Agreement the Buyer shall pay to the Seller the purchase price in cash or other negotiable instrument including a county check warrant. The closing will be held at the offices of the Washington County Attorney's Office on or before the 31st day of October, 2016.

Seller understands and agrees that this sale is subject to acceptance by the Washington County Board of Commissioners.

1. As additional and further consideration, the Seller will be allowed to stay in the homestead after closing for continued use together with any outbuildings for sixty days or until December 31, 2016 whichever first occurs. Seller may vacate premises sooner than 60 days after closing upon 10 days notice (written or verbal) to the Washington County Property Acquisition Manager. During Seller's stay on the property after closing, the Seller agrees to the following:
 - a. Seller shall be obligated to perform at Seller's expense all maintenance (including grass cutting and snow removal) and related expenses in order to keep the property in a reasonable repair until possession by Washington County, normal wear and tear excepted.
 - b. The Seller shall be obligated to pay all utilities, including fuel oil, propane gas, natural gas, electricity, city water (if applicable), telephone, city sewer (if applicable) and garbage hauling, in a timely manner, while in possession of the property.
 - c. Seller agrees to indemnify, defend and hold harmless the County, its officers, employees and agents from any and all claims arising out of the Seller's use of the property as continued occupancy under the terms of this agreement, except for any claims arising out of the County's negligence. No other provision of this Agreement shall serve to limit in any way the obligation of the Seller to indemnify and defend the County under this clause. Nothing herein is intended to waive any of the provisions of Minnesota Statute Chapter 466.
 - d. The Seller shall maintain insurance, including liability coverage, to protect against injuries, loss or damage arising out of the Seller's use of the property occupied under this Agreement. Proof of insurance shall be provided to the Washington County Public Works Department at the time of closing.
 - e. Occupancy shall not be transferred by Seller to any other party or entity.
2. Seller understands Washington County will maintain the right to enter on the County property at any time to construct and create trails if so desired and fits with the mission and plan for the park.
3. Seller understands Washington County can receive from time to time directives from the County

Board to make certain changes or improvements in County Parks that are not necessarily in the scheduled timeline which could potentially cause the landowner to vacate the premises prior to 60 day period after closing. The Seller may vacate upon 10 days written notice as provided herein. No such improvements are scheduled as of the date of this agreement.

METROPOLITAN COUNCIL GRANT PROGRAM

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

PERSONAL PROPERTY

The Seller and Buyer agree that all personal property on the property must be removed prior to the Seller vacating the property. If at the pre-closing inspection that there remains personal property on the property it will become the property of the Buyer and be removed according to the terms agreed to in the "Pre-Closing Inspection" stated below.

In addition should the Phase I Environmental Inspection determine that the personal property items are of environmental concern the cost of the removal of said items shall be borne by the Seller.

PRE-CLOSING INSPECTION

Buyer has the right to a "walk through review" on the property prior to closing to establish the property is in substantially the same condition as on the date of this Purchase Agreement. Seller agrees to notify Buyer immediately in writing of any substantive changes from any prior representations regarding the physical condition of the property. In addition Seller agrees to have all personal property and miscellaneous items removed by closing with the exception of personal property needed for the short term stay on the property. However, if it is determined that a significant amount of personal property is remaining on the property at the time of the walk through review which would cause the Buyer to incur costs for the removal, the parties agree to escrow at closing an amount necessary to remove the excess personal property. It is understood and agreed the Seller will complete the removal of items during their stay and prior to vacating the premises or December 31, 2016 or 60 days after closing whichever comes first. If that occurs, the Escrow funds will be returned to the Seller. If not, Buyer will use the Escrow funds for cleanup and if there are any remaining funds held in escrow after cleanup, they will be returned to Seller.

CONVEYANCE

Subject to performance by Buyer, Seller shall deliver a warranty deed, joined by all necessary parties, if any, conveying marketable title, subject to the following:

- Building and zoning laws, ordinances, state and federal regulations.
- Restrictions relating to the use or improvement of the property without effective forfeiture provisions that would limit the use of the property as part of the Lake Elmo Park Reserve.
- Reservation of any mineral rights by the State of Minnesota.

SELLERS' WARRANTIES

Seller warrants that the buildings, if any, are entirely within the boundary lines of the property

Seller does know of any wells and/or sand points on the above-described property

Sellers does know of any private sewer systems on the above-described real property.

PRO RATION OF EXPENSES

Real estate taxes payable in the year of sale are to be pro rated to the date of closing, based upon a 365-day calendar year. Seller agrees to pay all special assessments (if any), whether certified for payment, levied, due or pending. Seller acknowledges that after the sale, the property shall not qualify for any preferred or deferred tax treatment, such as Green Acres, and Seller shall pay any deferred real estate taxes or special assessments, the payment of which is required as a result of this sale. All interest, city water and sewer charges, electricity and natural gas charges, fuel oil and liquid petroleum gas shall be paid in full and removed as of the date of closing.

TITLE EXAMINATION

The Seller within seven (7) days after acceptance of this agreement by Buyer will have the abstract certified to within 30 days of the acceptance of this Purchase Agreement, to include proper searches and covering bankruptcy, state and federal judgments and liens. In the event the Seller is not able to locate the abstract, Seller shall furnish to Buyer with an ALTA commitment for an Owner's Policy of Title Insurance from Land Title, Inc. (Title). Seller shall pay for the cost associated with preparing the commitment; Buyer will purchase the premium for the title policy if they so choose. Buyer shall be allowed 20 business days after receipt of such evidence of title to examine the condition of title and make any objections to Seller. If any objection is so made, Seller shall be allowed 120 days to make title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within 10 days after written proof to Buyer, the parties shall perform this Agreement according to its terms. If title is not corrected within 120 days from the date of written objection, this Agreement shall be null and void and neither party shall be liable for damages to the other.

ENVIRONMENTAL INSPECTION

Upon acceptance of this Agreement, Buyer has the right to enter upon the property upon reasonable notice for the purposes of conducting a Phase 1 environmental inspection. In the event Buyer determines that a Phase 2 environmental assessment or any resultant corrective action is necessary, such corrective action and an allocation of those costs shall be negotiated between the parties. If a satisfactory agreement cannot be arrived at within ninety (90) days of notice to Buyer of the results of the Phase 1 inspection, then this Purchase Agreement shall be null and void. The cost of the Phase 1 environmental inspection shall be borne by the Buyer.

POSSESSION AND OCCUPANCY

Seller agrees to deliver possession of the entire property on or before December 31, 2016 or 60 days after closing whichever comes first. Seller's occupancy of the property subsequent to the sale shall be subject to the terms within the "Conditions of Sale" section stated above.

RISK OF LOSS

If there is any loss or damage to the property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the property is destroyed or subsequently damaged before the closing date, this Purchase Agreement shall become null and void at Buyer's option.

I, Wanda J. Frogner, the owner of the property described in this Purchase Agreement, hereby offer to sell the property upon the terms and conditions contained herein.

Seller: Wanda J. Frogner Date: May 2, 2016
Wanda J. Frogner

Washington County, acting through its Washington County Board of Commissioners, agrees to purchase the property described in this Purchase Agreement for the price and upon the terms and conditions set forth above.

WASHINGTON COUNTY, MINNESOTA

Buyer [Signature] Date: 5-17-16
Chair
Board of Washington County Commissioners

Buyer [Signature]
Molly F. O'Rourke
Washington County Administrator

Approved as to form:

[Signature]
Assistant County Attorney

As per Washington County Board Resolution No. 2016-067, dated the 17 day of May, 2016.

EXHIBIT A – LEGAL DESCRIPTION

All that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seventeen (17) in Township Thirty-one (31) North, Range Twenty (20) West, Washington County, Minnesota, except the North Half (N $\frac{1}{2}$) thereof and except the North 300 feet of the East 726 feet of the South Half (S $\frac{1}{2}$) thereof, subject to the existing township road along the east line thereof.

Certification

(NOTE Mn DNR Certification Form to Follow)

I certify that, to the best of my knowledge and belief.....

That I have personally inspected the property herein appraised and have also made a personal field inspection of the comparables relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

On October 29, 2015, the subject property was inspected and photographed for an appraisal with the same effective date as inspection. Wanda Frogner, property owner, chose to accompany the appraiser, on the inspection.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based are as correct; subject to the assumptions and limiting conditions therein set forth.

The reported analysis, opinions, and conclusions are based on my personal, impartial, and unbiased professional analysis, opinions, and conclusions.

Katie Huspek, Licensed Residential Appraiser Trainee, MN License #40160103, provided assistance in this appraisal, including researching subject information, researching comparable sales, researching market information and the compilation of the report. No one other than Katie Huspek and the appraiser signing this report have provided significant professional assistance in the compilation of this report, its data, or analysis.

That I understand that such appraisal will be used in connection with the possible acquisition of the subject property by Washington County for inclusion into the Big Marine Park Reserve. Additionally, it is noted, The Minnesota DNR is an additional intended user, for the purpose of negotiation and grant reimbursement.

That such appraisal has been made in conformity with the Uniform Appraisal Standards for Professional Appraisal Practice (USPAP), and appropriate state laws, regulations, policies and procedures applicable to an appraisal.

That neither my employment nor my compensation for making this appraisal report are in any way contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

That I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

That I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Julie Jeffrey-Schwartz has completed the continuing education program for Designated Members of the Appraisal Institute.

As of the date of this report, Julie Jeffrey-Schwartz has completed the Standards and Ethics Education Requirements for candidates of the Appraisal Institute.

That I have not revealed the findings and results of such appraisal to anyone other than the client, Ms. Sharon Price, Property Acquisition Manager, Washington County. And based upon my independent appraisal and the exercise of my professional judgement, market value as of the 29th day of October, 2015 is as follows:

Two Hundred Ninety Thousand Dollars ... \$290,000



Julie Jeffrey-Schwartz
Certified General Appraiser
Minn. #4002423