

Community Development Committee

For the Metropolitan Council meeting of September 12, 2018

Subject: Parks Acquisition Opportunity Fund Grant for Big Marine Park Reserve, Washington County, Bofenkamp Property

Proposed Action

That the Metropolitan Council approve:

1. A grant of up to \$451,924 to Washington County to acquire three parcels comprising the 8.33-acre Bofenkamp property at 18135 Margo Avenue in the City of Scandia for Big Marine Park Reserve; and
2. 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 unanimously approved the recommendation at its meeting on August 20, 2018.

Community Development Committee

For the Community Development Committee meeting of August 20, 2018

For the Metropolitan Council meeting of September 12, 2018

Subject: Parks Acquisition Opportunity Fund Grant for Big Marine Park Reserve, Washington County, Bofenkamp Property

District, Member: 12 – Harry Melander

Policy/Legal Reference: Minn. Const. art. XI, Minn. Stat. 85.53, subd. 3(4) and Minn. Stat. 473.315; *2040 Regional Parks Policy Plan* Siting and Acquisition Policy: Strategies 1 and 2

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

Division/Department: Community Development / Regional Planning

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$451,924 to Washington County to acquire three parcels comprising the 8.33-acre Bofenkamp property at 18135 Margo Avenue in the City of Scandia for Big Marine Park Reserve.
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council.

Background

Regional Park Implementing Agency (Agency) and Location

Washington County requested this grant on July 2, 2018. A copy of the Agency's request is attached to this item as Exhibit 2. The purpose of this grant is to assist with the purchase of three parcels for Big Marine Park Reserve.

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 Legacy Fund (PTLF) and the Environment and Natural Resources Trust Fund (ENRTF). The Council contributes further by matching every \$3 in state funds with \$2 in Council bonds proceeds. Between them, 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.

One of the three parcels contains a habitable residence and other buildings, making that parcel ineligible for ENRTF money. The Council will therefore fund that parcel through PTLF, the two undeveloped parcels through ENRTF, and the Council will match both state sources. Funding for this project was provided by the ENRTF as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR). The Trust Fund is a permanent fund constitutionally established by the citizens of Minnesota to assist in the

protection, conservation, preservation, and enhancement of the state's air, water, land, fish, wildlife, and other natural resources.

Currently 40% of net Minnesota State Lottery proceeds are dedicated to growing the Trust Fund and ensuring future benefits for Minnesota's environment and natural resources.

Council review

Staff from the Council's Regional Parks and Natural Resources work unit:

- Reviews each PAOF request to ensure that the proposed acquisition complies with state statute and Council policy;
- Ensures 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.

Subject property

The subject 8.33-acre property is an inholding within the Council-approved boundaries of the Big Marine Park Reserve. The property includes a portion of Pitzl Pond, is adjacent to Big Marine Lake, and is wooded with pine and hardwoods.

Stewardship

In the short term, the Agency plans on removing the house and other structures, after undertaking a bidding process to determine whether the buildings can be repurposed. The property will then be re-vegetated with wildlife cover.

Acquisition details

This is a straightforward, fee simple transaction with only the typical utility easements. There is a restriction on resale of the property without the consent of the Town Board of New Scandia Township (now the City of Scandia). The seller and Agency are in the process of obtaining the consent to remove the restriction, and the acquisition will not be finalized until the restriction has been lifted.

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 on December 8, 2010 ([*Business Item 2010-393*](#)).

Thrive Lens Analysis

This request is consistent with Thrive's Livability outcome because the Council's investment in the park reserve will increase access to nature and outdoor recreation, thereby enhancing the region's quality of life.

Funding

Project budget

The appraised value is \$571,000, 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	\$571,000.00
Due diligence (appraisal, Phase I environmental site assessment, etc.)	5,375.00
Holding and closing costs	6,190.29
Stewardship	20,000.00
Total costs	\$602,565.29

Grant structure

State FY 2019 PTLF PAOF	\$171,704.38
State FY 2014 ENRTF PAOF	32,111.47
State FY 2015 ENRTF PAOF	67,338.53
Council bonds	180,769.59
Grant amount not to exceed	\$451,923.97
Local match	\$150,641.32

Fund balance

If this grant is awarded by the Council, the PAOF fund balances, including their Council match, will be as follows.

- PTLF PAOF \$2,690,640
- 2014 ENRTF PAOF 0
- 2015 ENRTF PAOF 1,568,891

Known Support / Opposition

There is no known opposition. The Metropolitan Parks and Open Space Commission approved the recommendation unanimously at its meeting on August 7, 2018.

Metropolitan Parks and Open Space Commission

Meeting date: August 7, 2018

For the Community Development Committee meeting of August 20, 2018

For the Metropolitan Council meeting of September 12, 2018

Subject: Parks Acquisition Opportunity Fund Grant for Big Marine Park Reserve, Washington County, Bofenkamp Property

MPOSC District: F – Sarah Hietpas

Policy/Legal Reference: MN Constitution, Article XI, MN Statutes 85.53 Subd. 3(4) and MN Statutes 473.315; 2040 Regional Parks Policy Plan Siting and Acquisition Policy: Strategies 1 and 2

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

Division/Department: Community Development / Regional Planning

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enhancement of the state's air, water, land, fish, wildlife, and other natural resources.

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- Reviews each PAOF request to ensure that the proposed acquisition complies with state statute and Council policy;
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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 on November 30, 2010.

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This request is consistent with Thrive's Livability outcome because the Council's investment in the park reserve will increase access to nature and outdoor recreation, thereby enhancing the region's quality of life.

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There is no known opposition.

Exhibit List

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

Exhibit 1: Images

Figure 1: Parcel Ownership within the Official Map
Big Marine Park Reserve, Washington County

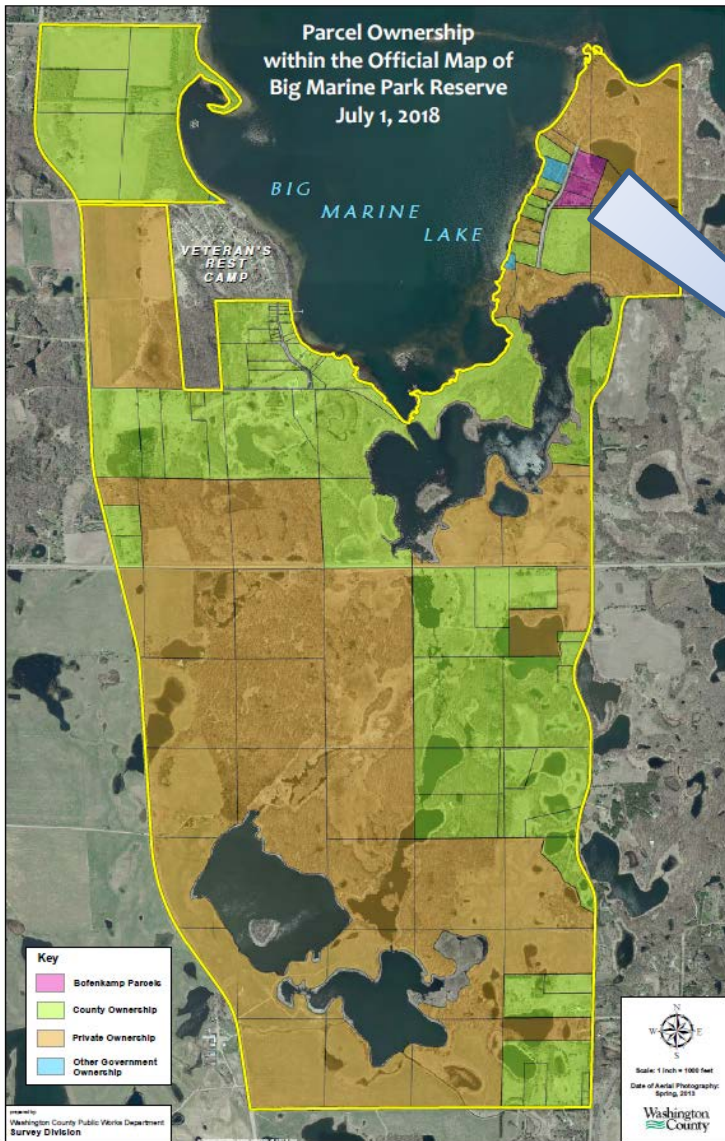


Figure 2: Detailed parcel map





Donald J. Theisen, P.E.
Director

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

July 2, 2018

Ms. Tori Dupre
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

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

Dear Tori,

Washington County request that the Metropolitan Council consider providing acquisition opportunity grant funds for the purchase of the Bofenkamp property located within the boundary of Big Marine Park Reserve in the City of Scandia. This property includes an older home and out buildings that will be removed within a year of purchase. The agreed upon price is the same as the appraised value.

The offer presented here has been signed by both landowner and the Washington County Board on June 26, 2018. Funding for this project is requested to be 75% from Metropolitan Council's Acquisition Opportunity Fund with the remaining 25% funded by Washington County funds.

Estimated Acquisition Costs:

Purchase Price	\$571,000.00
Estimated costs related to purchase	\$ 31,565.29

	\$577,315.51

Proposed Revenue Sources:

Acquisition Opportunity Fund (75%)	\$432,986.63
Washington County (25%)	\$144,328.88

	\$577,316.00 (rounded)

We understand that there are funds available in the 2017 fiscal year and hope to be able to use said funds. If the funds are not available, we request that this acquisition be funded in the 2018 fiscal year. The closing for this property is set for August 31, 2018 following Met Council action on the grant request.

Page Two
June 2, 2018

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

Sincerely,



Sharon M. Price
Property Acquisition Manager

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



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Application Details

Map | Print to PDF | Negotiation | Annotations(0) | Versions | Feedback | Withdraw

08719 - 2018 Parks Acquisition Opportunity Fund - Final Application

10780 - Big Marine Park Reserve - Bofenkamp Property
Parks Grants Acquisition

Status: Under Review

Submitted Date: 07/03/2018 10:27 AM

Applicant Information

Primary Contact:

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

Title:* Land Acquisition

Department:

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

Address:* 11660 Myeron Road N.

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

Phone:* 651-430-4391
Phone Ext.

Fax:

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

Organization Information

Name:* WASHINGTON CTY

Jurisdictional Agency (if different):

Organization Type:

Organization Website:

Address:* PUBLIC WORKS
11660 MYERON RD

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

County:* Washington

Phone:* 651-430-4325
Ext.

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 Big Marine Park Reserve Master Plan

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? No

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.

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?

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 08/31/2018
 Format: mmddyyyy (Do not enter any punctuation.)

Date purchase agreement expires
 Format: mmddyyyy (Do not enter any punctuation.)

Appraisal effective date 04/24/2018

Appraisal information

Appraised value \$571,000.00

Amount being offered the seller (net of closing and other costs) \$571,000.00 100.0%
 % of appraised value

Appraisal date 05/09/2018

Who performed the appraisal? Julie Jeffrey Schwartz

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

Was a survey done? No

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

Big Marine Park Reserve is comprised of diverse natural systems with many lakes and wetlands throughout. This parcel contains a mix of hardwoods and pines together an unnamed water body that provides important habitat for wildlife used for nesting, foraging, loafing, and a traveling corridor.

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

Select as many as apply

Structures currently on the property

Does the property contain ANY structures? Yes

If yes, are there any habitable structures? Yes

If yes, what is the plan for the structure(s)? We are looking at having these structures either removed or demolished.

If there are habitable structures, could they be relocated? If yes, how? If no, why not? We will consider a bid process to either relocate the structures or demolish the structures.

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.

The property for purchase is three (3) separate platted lots and each is buildable. Lot 1, Block 3, Big Lake Estates currently has been built on containing structures on for the homestead. Lots 2 and 3, Block 3 Big Lake Estates could use ENRTF funds as they do not contain any structures. Lots 2 and 3 total approximately 4.55 acres.

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.

The stewardship plan for the area surrounding the Bofenkamp property is manage the shore line of unnamed lake to minimize the potential for erosion and balance active recreation needs with resource quality and pursue revegetation for future reuse. The first step in making this transition from a home site to a restoration area is to remove the structures; followed closely by planting vegetation in the disturbed areas. The initial vegetation planted would be a wildlife cover to stabilize the site. Longer term restoration efforts would consist of plantings consistent within the Big Marine Park Reserve master plan.

How will the stewardship implementation be funded?

Stewardship implementation will continue to be funded through Washington County Parks, the Metropolitan Council and available grants.

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**

Local match through the Washington County Land and Water Legacy Program.

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	Parcel address	PID	Acres	Date PA signed	Habitable structures?	MN House district	City	County	Met Council district	MPOSC	Latitude	Longitude
Carol and Thomas Bofenkamp	xxx Margo Avenue, Scandia, MN	32.032.20.44.0011	2.67	06/26/2018	No	39A	Marine-on-St. Croix	Washington	12	F	45.2130008	-92.855847
Carol and Thomas Bofenkamp	18135 Margo Avenue, Scandia, MN 55047	32.032.20.44.0010	3.78	06/26/2018		39A	Marine-on-St. Croix	Washington	12	F	45.2130008	-92.855847
Carol and Thomas Bofenkamp	xxx Margo Avenue, Scandia, MN	32.032.20.44.0012	1.88	06/26/2018	No	39A	Marine-on-St. Croix	Washington	12	F	45.2130008	-92.855847
			8.33									

Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Gary Kriesel	County Board Chair	
Molly O'Rourke	County Administrator	
Richard Hodsdon	Assistant County Attorney	Yes

Acquisition Costs

Cost Items	Amount
Purchase price	
Negotiated purchase price	\$571,000.00
Appraisal expenses	
Appraisal	\$2,875.00
Appraisal review	\$0.00
Environmental expenses	
Phase I environmental site assessment	\$2,500.00
Phase II environmental site assessment	\$0.00
Environmental contamination remediation	\$0.00
Holding expenses	
Interest	\$0.00
Land stewardship	\$20,000.00

Land development	\$0.00
Pro-rated share of all property taxes/assessments	\$1,558.93
Legal services and closing costs	\$0.00
Property tax equivalency payment-473.341	\$2,692.06
Relocation costs to seller	\$0.00
State deed tax/conservation fee	\$1,889.30
Title insurance	\$0.00
Well disclosure statement	\$50.00
Other holding	\$0.00
Other expenses	
Other expenses	\$0.00
Totals	\$602,565.29

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)	\$602,565.29	\$271,154.38	\$180,769.59	\$150,641.32	\$451,923.97

Required Attachments - Acquisition

Attachment	Description	File Name	Type	File Size
Section 1 - REQUIRED FOR ALL REQUESTS				
Grant request letter	Bofenkamp Grant Request Letter	Bofenkamp Property Grant Request Letter .pdf	pdf	61 KB
Master plan documentation (please compress to 5 Mb max)	Big Marine Park Reserve Master Plan	Big Marine Master Plan-2010_Reduced.pdf	pdf	12.1 MB
Aerial photo showing parcel boundary (please compress to 5 Mb max) with parcel overlay	Bofenkamp Property Aerial Map	2017 Aerial Bofenkamp 3 Parcels.pdf	pdf	4.6 MB
For TRAILS, image of full-length trail alignment, with the location of subject property noted. For RP/PR's, image of the entire RP/PR, with the location of subject property noted.				
Governing Board action authorizing grant request	Bofenkamp - Resolution authorizing purchase	Resolution to Acquire_2018-067.pdf	pdf	129 KB
Section 2 - FEE TITLE REQUIREMENTS				
Signed purchase agreement	Bofenkamp purchase agreement	Signed PA_6-26-18.pdf	pdf	348 KB
Legal description - in MS Word				
Property appraisal report (please compress to 5 Mb max)	Bofenkamp Appraisal	Appraisal Bofenkamp Property.pdf	pdf	9.7 MB
Appraisal invoice	Bofenkamp - Appraisal Invoice	Bofenkamp Appraisal Invoice.pdf	pdf	266 KB
Phase 1 environmental site assessment report	Bofenkamp - Phase I ESA	03-20094 Bofenkamp Phase I ESA.pdf	pdf	21.1 MB
Phase 1 environmental assessment invoices	Bofenkamp - Phase I ESA Cost	Log Detail Sheet 11836.pdf	pdf	29 KB
State deed tax or conservation fee invoice	Bofenkamp - State Deed and Conservation Fee	Bofenkamp Property State Deed_Cons Fee Estimate.pdf	pdf	9 KB
Current property tax statement with pro-rated share of tax due	Bofenkamp - Prorated 2018 Tax Estimate	Bofenkamp Prorated 2018 Tax Estimate.pdf	pdf	1.4 MB
Tax equivalency payment	Bofenkamp - Tax Equivalent	Bofenkamp Property Tax Equivalent	pdf	14

BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 2018-067

DATE June 26, 2018
MOTION
BY COMMISSIONER Weik

DEPARTMENT Public Works - Parks
SECONDED BY
COMMISSIONER Miron

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

WHEREAS, Washington County is interested in acquiring the property described herein in the City of Scandia, 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:

Lots 1, 2, and 3, Block 3 Big Lake Estates

For the sum of \$571,000.00.

ATTEST:



COUNTY ADMINISTRATOR



COUNTY BOARD CHAIR

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

PURCHASE AGREEMENT

Between

CAROL A. AND THOMAS M. BOFENKAMP

("SELLER")

and

WASHINGTON COUNTY

("BUYER")

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made to be effective the 26th day of June, 2018 (the "Effective Date of this Agreement") between the Carol A. Bofenkamp and Thomas M. Bofenkamp, wife and husband, (hereinafter referred to as "Seller") and Washington County (hereinafter referred to as "Buyer").

RECITALS AND PRELIMINARY STATEMENT OF FACTS

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

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

COVENANTS

1. **SALE AND PURCHASE** Seller agrees to sell and Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement.
2. **CLOSING DATE** The "Closing" and "Closing Date" shall be on or before September 30, 2018.
3. **PURCHASE PRICE** The "Purchase Price" shall be Five Hundred Seventy-one Thousand and no/100 (\$571,000.00) Dollars. The Purchase Price shall be payable in cash or cash equivalent at Closing.
4. **TITLE, TAXES, CLOSING COSTS**

4.1 Within fourteen (14) days after full execution of this Agreement, Seller shall provide Buyer with an updated abstract of title (certified to within 30 days of acceptance of this Purchase Agreement) to include proper searches and covering bankruptcy, state and federal judgments and liens, levied and pending assessments. In the event the Seller is not able to locate the abstract, Seller shall furnish to Buyer an ALTA commitment for an owner's policy of title insurance for the Property from Land Title Inc. or some other reputable title company, which shall include proper searches covering bankruptcies and state and federal judgments, liens, and levied and pending special assessments (known as "Title"). Buyer shall have fifteen (15) days after receipt of the Title to have Buyer's attorney examine the Title and provide Sellers and/or their attorney with written objections Buyer shall be deemed to have waived any title objection not made within the applicable fifteen (15) day period. If

written objections are received as specified above and Seller agrees to cure such objections, then closing shall be delayed for a reasonable period in order for Seller to cure such objections. If Seller does not agree to cure any such objections, then Buyer may proceed to closing which shall constitute a waiver by Buyer of such objections or this Agreement shall be terminated upon receipt by Seller's attorney of a cancellation of this Agreement executed by Buyer. Seller shall pay the costs of either the updated Abstract of Title or to issue the Title Commitment and Buyer shall pay any premium for the owner's policy, any lender's policy and any endorsements.

4.2 The Deed Restriction created in Document No. 827587 placed on Lot 1, Block 3 of Big Lake Estates will need to be removed prior to closing on the property. Proof of said removal will need to be presented at closing.

4.3 Seller and Buyer shall prorate real estate taxes payable in the year 2018 as of the Closing Date. Seller shall pay special assessments either pending or levied as of the Effective Date of this Agreement. Seller is responsible for all taxes due and owing in all previous years.

4.4 On the Closing Date Seller shall deliver to Buyer the following "**Transfer Documents**":

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

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

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

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

(ii) a Closing Statement;

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

4.6 Buyer shall be responsible for payment of state deed tax and Buyer shall be responsible for payment of all recording fees relating to the Warranty Deed.

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

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

TO SELLER: Carol A. Bofenkamp
Thomas M. Bofenkamp
175 Falcon Lane
Rapid City, SD 57702

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

7. **BROKERAGE INDEMNITY AGREEMENT** Seller and Buyer agree that neither has retained any real estate brokers or agents in connection with this transaction. Both parties agree to indemnify and hold the other party harmless from any inaccuracy in their respective foregoing representation with respect to real estate brokers and agents.

8. **SURVIVAL** No covenants or representations of Seller contained in this Agreement shall survive Closing.

9. **DEFAULT** If this transaction is not consummated by reason of default by Seller or Buyer hereunder, then the non-defaulting party shall be entitled to terminate this Agreement upon thirty (30) days' written notice to the other party consistent with Minnesota Statutes § 559.21. In addition, either Buyer or Seller may sue for specific performance or damages, so long as such party commences suit within ninety (90) days after the time the cause of action arises. The non-defaulting party shall be entitled to recover its attorney fees and costs incurred as a result of a default under this Agreement.
10. **ASSIGNABILITY** This Agreement and Buyer's rights hereunder and Buyer's interest in the Property shall not be assigned without Seller's consent.
11. **CONDITION OF PROPERTY** The Property is being purchased by Buyer in its present physical condition and Buyer acknowledges that UPON CLOSING, BUYER SHALL BE DEEMED TO HAVE PURCHASED THE PROPERTY "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. Buyer and Seller agree that this Section 11 is an integral and bargained for term of this Agreement. No personal property is included in the sale of the Property. Attached as Exhibit "B" is a list of personal property that Seller will remove from the Property; all other personal property remaining on the Property after Closing shall be deemed abandoned.
12. **WELL DISCLOSURE** Seller certifies that Seller has knowledge of a well on the Property.
13. **ISTS DISCLOSURE** Seller discloses that the sewer generated on the Property does not go to a facility permitted by the MPCA and to the best of Seller's knowledge the last time it was pumped was in 2016, July 19th.
14. **MISCELLANEOUS**

14.1 Buyer may obtain a Phase I Environmental Assessment of the Property. In the event Buyer determines that a Phase II Environmental Assessment or any resultant corrective action is necessary, such corrective action and an allocation of those costs shall be negotiated between the parties. The cost of the Phase I Environmental Assessment shall be borne by the Buyer.

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

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

14.4 This Agreement shall be governed by and construed in accordance with the laws of Minnesota. The invalidity or unenforceability of any provision of this Agreement in any

particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.

14.5 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.

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

14.7 This Purchase Agreement may be executed and delivered in counterparts, by facsimile or e-mail transmission, and by facsimile signatures, all of which when taken together shall constitute one and the same original agreement. The facsimile signatures of Buyer and Seller shall be as binding as original signatures.

14.8 Time is of the essence with respect to the performance of each provision of this Agreement.

***[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]***

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

SELLER:

By: Carol A. Bofenkamp
Carol A. Bofenkamp

By: Thomas M. Bofenkamp
Thomas M. Bofenkamp

BUYER:

WASHINGTON COUNTY

Buyer Gary Kriesel
Gary Kriesel
Washington County Board Chair

Buyer Molly O'Rourke
Molly O'Rourke
Washington County Administrator

Approved as to form:

Richard Herndon
Assistant County Attorney

As per Washington County Board Resolution
No. 2018-067 dated the ~~26~~^{26th} day of
June, 2018

EXHIBIT A
Legal Description of the Property

Lots 1, 2 and 3, Block 3, Big Lake Estates, according to the plat thereof on file and of record in the office of the Register of Deeds of Washington County, Minnesota.

Market Value Appraisal



The Carol Bofenkamp Property
Lots 1, 2 & 3, Block 3, Big Lake Estates
Scandia, MN 55047

Prepared For
Ms. Sharon Price, Property Acquisition Manager
Washington County, MN

By
Julie Jeffrey Schwartz
Lake State Realty Services, Inc.

Effective Date
April 24, 2018

Date of Report
May 9, 2018





Lake State Realty Services, Inc.

2140 Otter Lake Drive

White Bear Lake, MN 55110

(651)653-0788

E-mail: info@lakestate.com

May 9, 2018

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

RE: Market Value Appraisal
The Carol Bofenkamp Property
Lots 1, 2 & 3, Block 3, Big Lake Estates
Scandia, MN 55047

Dear Ms. Price:

Pursuant to your request, an inspection and appraisal have been made of the above referenced property for the purpose of estimating the as-is market value for negotiations related to the possible acquisition of the subject property by Washington County for inclusion into the Big Marine Park Reserve. The date of valuation is the date of inspection, April 24, 2018.

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

After careful consideration of all the pertinent factors influencing fair market value, it is our opinion that the subject property has a market value in fee simple estate as of April 24, 2018, the effective date of valuation, of:

Lot 1, Block 3, Big Lake Estates (Improved): \$350,000
Lot 2, Block 3, Big Lake Estates (Vacant): \$112,000
Lot 3, Block 3, Big Lake Estates (Vacant): \$109,000
Total: \$571,000

There is one hypothetical condition and no extraordinary assumptions employed in this appraisal.

It is hypothetically assumed that the City of Scandia will allow Lot 1, Block 3 to be sold separate from Government Lot 1, Section 4, Township 31 North, Range 20 West. The deed currently reflects:

The property herein described may not be sold, transferred or otherwise conveyed separately from Lot 1, Block 3 of Big Lake Estates and Government Lot 1, Section 4, Township 31 North, Range 20 West without the consent of the Town Board of New Scandia Township.



This appraisal report has been completed to comply with the Uniform Standards of Professional Appraisal Practice (USPAP, 2018-2019 version) of the American Appraisal Foundation; the Minnesota DNR Supplemental Appraisal and Appraisal Review Guidelines (effective 1/1/2016); the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA); the Minnesota Department of Commerce Rules Section 2808-1100 and the Minnesota Standards of Conduct Chapter 2808.6000 (appraisal licensing).

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

Respectfully Submitted,



Julie Jeffrey Schwartz
Certified General Appraiser
Minnesota #4002423

