

### Community Development Committee Report

For the Metropolitan Council meeting of December 11, 2019

<b>Subject:</b> Park Acquisition Opportunity Fund Grant for St. Croix Bluffs Regional Park (Rowe), Washington County
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#### Proposed Action

Subject to the Legislative Citizen Commission on Minnesota Resources approving the purchase price, the Metropolitan Council:

1. Approve a grant of up to \$2,228,599.65 to Washington County to acquire the 102-acre Rowe property located on St. Croix Trail south of 90<sup>th</sup> Street, Denmark Township, for St. Croix Bluffs Regional Park.
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council

#### Summary of Committee Discussion/Questions

Jessica Lee, Senior Parks Planner, presented this Park Acquisition Opportunity Fund grant request to the Community Development Committee at its meeting on November 18, 2019. Council Member Cummings asked if Washington County was pursuing the last remaining inholding for the Regional Park. Ms. Lee responded that the County hopes to purchase the parcel once the landowners are ready to sell. The Community Development Committee voted unanimously to approve the proposed actions.

## Metropolitan Parks and Open Space Commission Report

For the Community Development Committee meeting of November 18, 2019

**Subject:** Park Acquisition Opportunity Fund Grant for St. Croix Bluffs Regional Park (Rowe), Washington County

### Proposed Action

Subject to the Legislative Citizen Commission on Minnesota Resources approving the purchase price, the Metropolitan Council:

1. Approve a grant of up to \$2,228,599.65 to Washington County to acquire the 102-acre Rowe property located on St. Croix Trail south of 90<sup>th</sup> Street, Denmark Township, for St. Croix Bluffs Regional Park.
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council.

### Summary of Committee Discussion/Questions

Jessica Lee, Senior Parks Planner, presented this Park Acquisition Opportunity Fund grant request to the Metropolitan Parks and Open Space Commission at its meeting on November 7, 2019. Sandy Breuer, Washington County Parks Director, was in attendance.

Commissioner Rick Theisen asked about the only remaining inholding. Ms. Lee responded that Washington County hopes to purchase the 20-acre parcel when the landowners are ready to sell, but there are no immediate plans in place.

Chair Yarusso asked for clarification on the funding split, and whether the parcel was split to align with the state funding sources. Ms. Lee responded that the Council was using a mix of Parks and Trails Legacy Fund and Environment and Natural Resources Trust Fund only because of the large purchase price. There are no structures on the property prohibiting it from using either source of funding.

Chair Yarusso made a motion to amend the action, to make it subject to approval of the Legislative Citizen Commission on Minnesota Resources (LCCMR). LCCMR approval is needed to use funding from the Environment and Natural Resources Trust Fund (ENRTF) because the purchase price exceeds 100% of the appraised value. This approval will be sought at the LCCMR's December 12, 2019 meeting.

The amended proposed actions were approved unanimously by the Metropolitan Parks and Open Space Commission.

## Metropolitan Parks and Open Space Commission

Meeting date: November 7, 2019

For the Community Development Committee meeting of November 18, 2019

For the Metropolitan Council meeting of December 11, 2019

**Subject:** Park Acquisition Opportunity Fund Grant for St. Croix Bluffs Regional Park (Rowe), Washington County

**MPOSC District:** District F, Cecily Harris

**Council District, Member:** 12, Francisco J. Gonzalez

**Policy/Legal Reference:** Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; *2040 Regional Parks Policy Plan*, Chapter 5, Planning Policy, Strategy 1; Chapter 4, Siting and Acquisition Policy, Strategy 1; Regional Parks System Fund Distribution Policy, Section IV. B. Park Acquisition Opportunity Fund Program, Allocation.

**Staff Prepared/Presented:** Jessica Lee, Senior Parks Planner (651-602-1621)

**Division/Department:** Community Development

### Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$2,228,599.65 to Washington County to acquire the 102-acre Rowe property located on St. Croix Trail south of 90<sup>th</sup> Street, Denmark Township, for St. Croix Bluffs Regional Park.
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 September 25, 2019. A copy of the Agency's request is attached to this item as Exhibit 2. St. Croix Bluffs Regional Park is in Denmark Township in the southeast portion of the County along the St. Croix River (see Exhibit 1, Figure 1).

#### *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. The Council will fund this grant through PTLF, ENRTF, and Council match. Partial funding for this project was provided by the Minnesota 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*

Council staff conduct 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

### *Subject property*

The subject 102-acre property is within the Council-approved boundary of the St. Croix Bluffs Regional Park. The property includes natural resources consisting of over 40 acres of hardwood forest and 1,000 feet of St. Croix River shoreline (Exhibit 1, Figure 2). About half of the property is agricultural land that will be restored to its native state of mixed hardwoods and oak savanna. Long-term stewardship needs include minimizing the potential for erosion along the shoreline of the St. Croix River, removing non-native grasses and woody plants, and planting seedlings and trees to reestablish a dynamic oak system.

### *Acquisition details*

This is a straightforward, fee simple transaction. There is a recreation easement on 0.41 acres of the northeastern tip of the property for the adjacent landowner. The easement is limited to recreation use and is used primarily for boat access. The easement does not impact the natural resources value of the property.

### **Rationale**

This acquisition is consistent with:

- The *2040 Regional Parks Policy Plan*
  - Planning Policy Strategy 1 requires that before an Agency can receive a grant for acquisition, the proposed project must be consistent with a Council-approved master plan. The Council approved the St. Croix Bluffs Regional Park acquisition master plan for this regional park in 2002 and the proposed acquisition is consistent with this master plan.
  - Siting and Acquisition Strategy 1 requires that lands with natural resource features, access to water, and/or restoration potential will be a priority for the Regional Parks System. The property recommended for acquisition has over 40 acres of hardwood forest and 1,000 feet of St. Croix River shoreline.
  - Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park lands and matching every \$3 in state funds with \$2 in Council bonds.
- The Regional Parks System Fund Distribution Policy
  - IV. Park Acquisition Opportunity Fund Program section (page 8), B. Allocation, states that the maximum amount that an Agency can receive for a single grant is \$3.4 million, with up to \$1.7 million from each account.
- All requirements of PTLF and the 2020 appropriation. This funding aligns with the goals of the Parks and Trails Legacy Fund strategic pillar of “Acquire land – create opportunities.”
- All requirements of ENRTF and the FY2016 and FY2018 appropriations. This parcel is on the approved parcel list for both appropriations.

## Thrive Lens Analysis

This request is consistent with Thrive's Livability and Stewardship outcomes. The Council's investment in the Regional Park will protect and increase access to natural resources and outdoor recreation, including 1,000 feet of shoreline and over 40 acres of hardwood forest.

## Funding

### *Project budget*

The appraised value is \$2,755,000, and the Seller has agreed to 106.5% of the appraised amount. All acquisition costs are shown below:

<b>Budget item</b>	<b>Requested amount</b>
Purchase price	\$2,935,000.00
Appraisal and appraisal review	\$10,238.75
Phase 1 environmental assessment	\$2,300.00
Stewardship (natural resources restoration)	\$12,000.00
Taxes, fees	\$11,927.45
<hr/> Total costs	<hr/> \$2,971,466.20
<b>Grant structure</b>	
State FY 2020 PTLF PAOF (\$317,159.79), FY2016 ENRTF PAOF (\$612,834.63), and FY2018 ENRTF PAOF (\$407,165.37)	\$1,337,159.79
Council bonds	<u>\$891,439.86</u>
<b>Grant amount not to exceed</b>	<b>\$2,228,599.65</b>
Local match	\$742,866.55

## Known Support / Opposition

There is no known opposition.

**Exhibit List**

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

Exhibit 1 – Images



Figure 1. Map of Washington County Park System with the St. Croix Bluffs Regional Park circled in red.

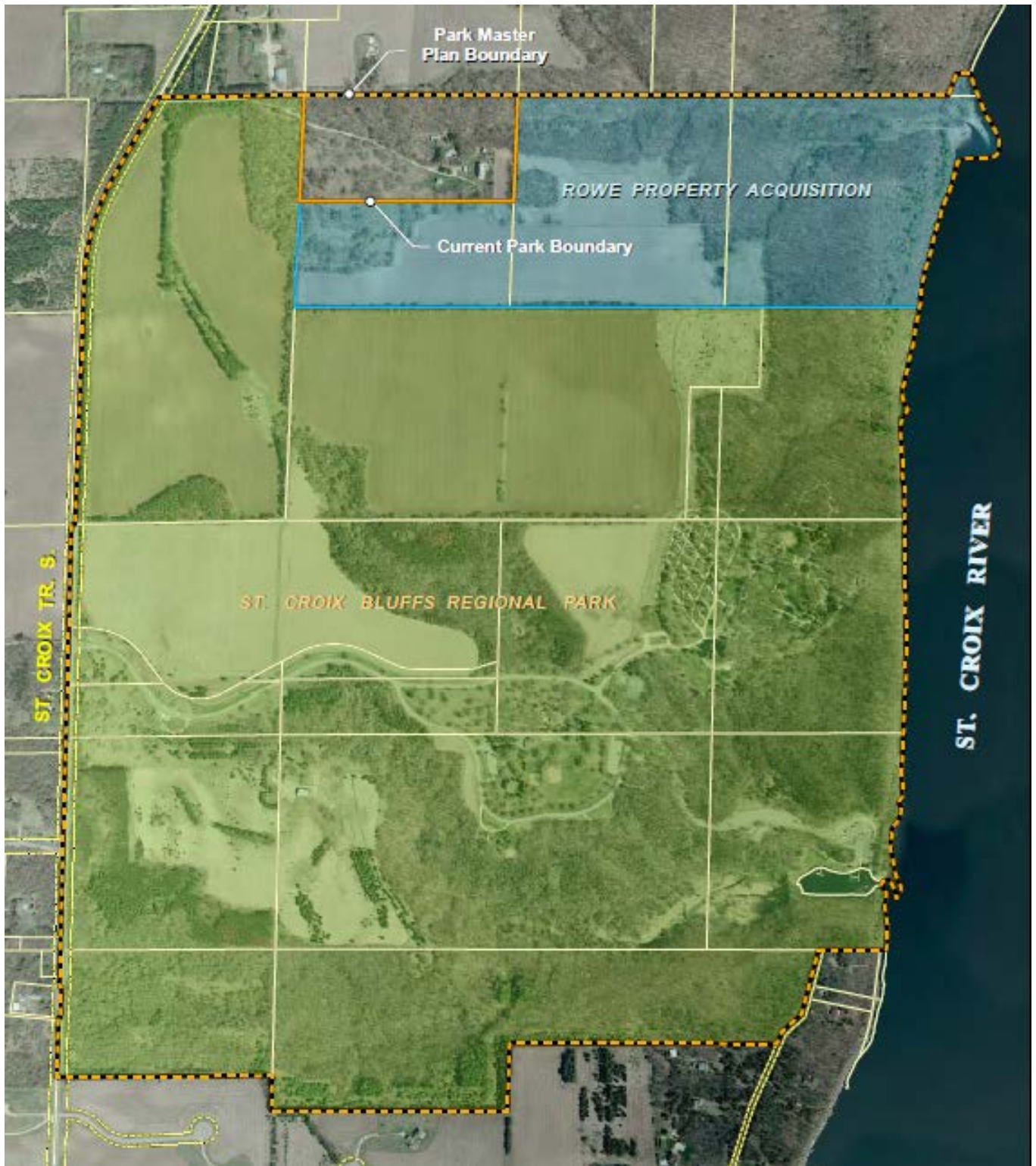


Figure 2. Map of St. Croix Bluffs Regional Park showing the Rowe parcel at the North end of the park.





Donald J. Theisen, P.E.  
Director

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

September 25, 2019

Ms. Jessica Lee  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

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

Dear Jessica:

Washington County request that the Metropolitan Council consider providing acquisition opportunity grant funds for the purchase of approximately 102 acres of the Rowe Trust property located within the boundary of the St. Croix Bluffs Regional Park in Denmark Township. This property includes a mix of agricultural land, hardwoods ravine and shore land along the St. Croix River. There is a rustic cabin that will be removed prior to closing by the current owners. The agreed upon price is about a 6 percent increase from the appraised value.

The offer presented here has been signed by both landowner and the Washington County Board on June 11, 2019. 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	\$2,935,000.00
Estimated costs related to purchase	36,466.20
	-----
	\$2,971,466.20

Proposed Revenue Sources:

Acquisition Opportunity Fund (75%)	\$2,228,599.65
Washington County (25%)	\$ 742,866.55
	-----
	\$2,971,466.20

We understand that there are funds available in the 2015 and 2017 fiscal years. Funding is available for this project as set out in previous work plans for this property. If that is no longer the case, we need to be informed as soon as possible. We anticipate closing this before the end of December 2019 following Met Council action on the grant request.

Page Two  
September 25, 2019

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

## Exhibit 3: Grant application



Application

10851 - 2019 Parks Acquisition Opportunity Fund

12561 - St Croix Bluffs - Rowe Trust Property

Parks Grants Acquisition

Status: Under Review  
Submitted Date: 09/27/2019 4:02 PM

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### 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

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### 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

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## 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** St Croix Bluffs RP-Washington County

### Master plan

*An acquisition request will not be considered complete until the property is included in a Council-approved master plan.*

**Is the project consistent with a Council-approved master plan?** Yes

**If yes, name of master plan and date of Council approval** St. Croix Bluff Regional Park  
Master Plan 12/31/2002  
Name of master plan Council approval date - Format: mmddyyyy  
(Do not enter any punctuation.)

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

### Acquisition method

**Acquisition method** Fee title

**If the acquisition method is anything other than routine, provide more detail.**

*This question seeks a general description of the acquisition method - is this a routine purchase, or does it involve a land donation, park dedication fees, condemnation, or some combination? Please use this space to describe the overall acquisition **project**.*

**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** 11/29/2019

*Format: mmdyyy (Do not enter any punctuation.)*

**Type of agreement** Purchase Agreement

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

**Date agreement expires** 12/31/2019

*Format: mmdyyy (Do not enter any punctuation.)*

**Relocation costs**

*Payment of relocation costs is required by both state and federal law, unless the seller waives those rights. Please consult with Agency attorneys to determine applicability for this acquisition. If the seller has waived relocation rights, you must upload an executed copy of the waiver.*

**Does the requested grant amount include relocation costs?** No

**Appraisal**

*The appraisal must have an effective date within one year of the date the purchase agreement is signed. The appraisal **MUST** list the Metropolitan Council as an intended user, and the intended use must include "negotiation and grant reimbursement."*

**Appraisal effective date** 08/15/2018

**Appraised value** \$2,755,000.00

**Amount being offered the seller (net of closing and other costs)** \$0.00 0%  
% of appraised value

**Who performed the appraisal?** Wendy Walker

**Who contracted for the appraisal (i.e., was it done at arms' length)?** Washington County - yes both parties agreed

**Survey**

**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**

The Rowe Trust property is comprised of a mix of forested areas along the ravines and bluff lines with agricultural land on the flats together with approximately 1,000 feet of lineal shore line along the St. Croix River. These areas currently provide for a mix of bird species and wildlife for nesting, foraging, loafing and a traveling corridor.

**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? Yes

If yes, describe

There currently exists a recreation easement over one of the parcels being acquired. It is the little parcel along the St. Croix River which is approximately .41 acres in size with PID 22.027.20.13.0002. This recreational easement is for the benefit of the adjacent owner. It is a perpetual is non-exclusive easement for recreation purposes limited to the grantee, his heirs and assigns.

This easement is limited to just use of this area for recreation purposes. No improvements may be made or permanent structures erected on the property.

**Clear title**

To your knowledge, does the current owner have clear title to the property?

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](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** ENRTF / Council match

*Select as many as apply*

**Funding source comments, if desired**

### Structures currently on the property

Does the property contain ANY structures? No

If yes, are there any habitable structures? No

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

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

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

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

### For ENRTF funding only

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

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

The Rowe Trust property is contained within the St. Croix Bluffs Regional Park Master Plan which was approved in 2002.

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## Stewardship and minimal access

### Describe the stewardship plan.

There are three areas within the Rowe Trust property that we would look at longer term restoration and management consistent with the St. Croix Bluffs Regional Park master plan. Minimize the potential for erosion and balance active recreation needs with resource quality and pursue revegetation for reuse along the shore line/beach area of the St. Croix River of the Rowe Trust property. Herbicide treatment and manual reduction of the undesirable introduced woody plants; seed with locally collected native plant seeds where native species seed banks are not present and stimulate hardwood species regeneration through the introduction of acorns and seedlings in the forested area of the Rowe Trust property. Remove invasive non-native and undesirable woody plants and weed species from remaining hedge rows and remnant savanna systems, as well as any non-burnable vegetation. Herbicide treat the stumps of woody plants, especially buckthorn and other non-native grasses to create property conditions for prescribed burning. Plant seedlings and trees in select locations over a period of time to reestablish a dynamic oak system.

### How will the stewardship implementation be funded?

The schedule for implementing the stewardship program would be staggered to ensure that the work undertaken in any given year is manageable and affordable. The initial vegetation planted would be a wildlife cover to stabilize certain areas needed and continue with the Ag land operation until restoration can occur. We will use a minimal amount now and seek future grants as we move forward with implementation of the restoration of a given area over time.

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? Yes

If yes, how will those funds be used?

The existing road to the beach area will need to be stabilized and a connection road from the park will need to be created. This will be a maintenance road to get the beach area.

## Site Description

### Land Use History

Current land uses

Agricultural

Select as many as apply

Previous land uses

Agricultural

Select as many as apply

Adjacent land uses

Park

Select as many as apply

### Inspection

Does the property contain any of the following?

Select as many as apply

## Sellers and parcels

Seller name	Parcel addresses	PID	Acres (SF for easements)	Date PA signed	Habitable structures?	MN House district	City	County	Met Council district	MPOSC	Latitude	Longitude	
Trust Agreement of David Rowe	St Croix Trail south of 90th St S, Denmark Twp	Multiple PIDs	0	09/24/2019	No	54B	Hastings	Washington	12	F	44° 48.61' N	92° 47.43' W	
			0										

## Local match

Source of local match

The local match for this purchase is 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



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## Grant agreement signatories

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

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## Acquisition Costs

Cost Items	Amount
<b>Purchase price</b>	
Negotiated purchase price	\$2,935,000.00
<b>Appraisal expenses</b>	
Appraisal	\$8,738.75
Appraisal review	\$1,500.00
<b>Environmental expenses</b>	
Phase I environmental site assessment	\$2,300.00
Phase II environmental site assessment	\$0.00
Environmental contamination remediation	\$0.00
<b>Holding expenses</b>	
Interest	\$0.00
Land stewardship	\$12,000.00
Land development	\$0.00
Pro-rated share of all property taxes/assessments	\$711.32
Legal services and closing costs	\$0.00
Property tax equivalency payment-473.341	\$1,275.42
Relocation costs to seller	\$0.00
State deed tax/conservation fee	\$9,940.71
Title insurance	\$0.00
Well disclosure statement	\$0.00
Other holding	\$0.00
<b>Other expenses</b>	
Other expenses	\$0.00
<b>Totals</b>	<b>\$2,971,466.20</b>

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## Total Estimated Acquisition Costs

<b>Totals</b>	<b>Total acquisition cost</b>	<b>Total paid with state funds</b>	<b>Total paid with metro funds</b>	<b>Total paid by agency</b>	<b>Total grant amount</b>
Total Estimated Acquisition Cost (calculated after costs above are entered)	\$2,971,466.20	\$1,337,159.79	\$891,439.86	\$742,866.55	\$2,228,599.65

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## Required Attachments - Acquisition

**Exhibit 4: Board approval to purchase property**

**BOARD OF COUNTY COMMISSIONERS  
WASHINGTON COUNTY, MINNESOTA**

**RESOLUTION NO. 2019-065**

**DATE June 11, 2019**  
**MOTION**  
**BY COMMISSIONER Johnson**

**DEPARTMENT Public Works - Parks**  
**SECONDED BY**  
**COMMISSIONER Miron**

**RESOLUTION TO PURCHASE ROWE TRUST PROPERTY  
ST CROIX BLUFFS REGIONAL PARK**

**WHEREAS**, Washington County is interested in acquiring the property described herein in Denmark Township, Minnesota, for inclusion into the St. Croix Bluffs Regional Park; 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 authorize 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:

Government Lot No. 7 and part of Government Lot No. 6, Section 22, Township 27, Range 20, in the County of Washington, State of Minnesota, containing 40 acres, more or less, described as follows: That part of Government Lot 6 lying Easterly of center line of the right of way of the Chicago-St. Paul, Pacific Railroad Company and South of a line 133.67 feet North of and parallel to the South line of said Government Lot 6, together with and subject to all easements of record.

AND

The Northeast Quarter of the Southwest Quarter of Section 22, Township 27, Range 20 in the County of Washington, State of Minnesota, containing 40 acres more or less, together with and subject to all easements of record

AND

The South Half of the Northwest Quarter of the Southwest Quarter (NW ¼ of SW ¼) in Section 22, Township 27, Range 20 in the County of Washington, State of Minnesota, containing 20 acres, more or less, together with and subject to all easements of record.

For the sum of \$2,950,000.00.

ATTEST:



COUNTY ADMINISTRATOR



COUNTY BOARD CHAIR

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

**Exhibit 5: Purchase agreement**

**AMENDMENT to  
PURCHASE AGREEMENT  
Dated: June 11, 2019**

This Amendment to the Purchase Agreement dated June 11, 2019 is entered into between the David W. Rowe Trust Under Agreement Dated April 30, 2003 (Seller) and Washington County (Buyer) in order amend the following sections within the above stated Purchase Agreement as follows:

1. Under COVENANTS: No. 3. **PURCHASE PRICE** to be amended to adjust the purchase price as follows:  
The "**Purchase Price**" shall be Two Million Nine-Hundred Thirty-five Thousand and no/100 (\$2,935,000.00) Dollars. The Purchase Price shall be payable in cash or cash equivalent at Closing.
2. Under COVENANTS: No. 4. **TITLE, TAXES, CLOSING COSTS**, Section 4.3 to be amended to add an additional exception 4.3(i)(g) as follows:  
4.3 (i)(g) subject to a recreational easement in favor of Malcolm D. McMillan, his heirs, successors and assigns as more fully described in Easement Document Recorded as Document No. 382502.

All other terms and conditions of the Purchase Agreement dated: June 11, 2019 (attached hereto for reference), not expressly amended herein remain in full force and effect.

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

**SELLER:**

**BUYER:**

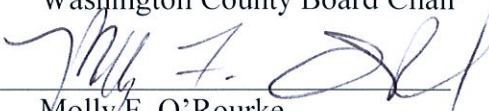
**DAVID W. ROWE TRUST under  
AGREEMENT dated April 30, 2003**


**WASHINGTON COUNTY**

By:   
Joann M. Boucher, Co-Trustee

By:  <sup>9/24/2019</sup>  
Stanley G. Karwoski  
Washington County Board Chair

By:   
Jody C. Berg, Co-Trustee

By:   
Molly F. O'Rourke  
Washington County Administrator

By:   
Jeanine S. Williams, Co-Trustee

Approved as to form:

By:   
Timothy Rowe, Co-Trustee

  
Assistant County Attorney

9.13.19  
Date

**PURCHASE AGREEMENT**

**Between**

**DAVID W. ROWE TRUST UNDER AGREEMENT  
DATED APRIL 30, 2003**

**("SELLER")**

**and**

**WASHINGTON COUNTY**

**("BUYER")**

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made to be effective the 11<sup>th</sup> day of June, 2019 (the "**Effective Date of this Agreement**") between the DAVID W. ROWE TRUST UNDER AGREEMENT DATED APRIL 30, 2003, (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 December 31, 2019.
3. **PURCHASE PRICE** The "**Purchase Price**" shall be Two Million Nine-Hundred Fifty Thousand and no/100 (\$2,950,000.00) Dollars. The Purchase Price shall be payable in cash or cash equivalent at Closing.
4. **TITLE, TAXES, CLOSING COSTS**

**4.1** Within fifteen (15) days after execution of this Agreement, Seller shall provide Buyer with an updated abstract of title or a commitment for an owner's policy of title insurance for the Property, which shall include proper searches covering bankruptcies and state and federal judgments, liens, and levied and pending special assessments (the "**Title Commitment**"). Buyer shall have fifteen (15) days after receipt of the Title Commitment to have Buyer's attorney examine the Title Commitment and provide Seller's attorney with written objections. Buyer shall be deemed to have waived any title objection not made within the applicable time 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 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** Seller and Buyer shall prorate real estate taxes payable in the year of closing as of the Closing Date. Seller shall pay special assessments levied as of the Effective Date of this Agreement. Buyer shall pay special assessments pending or levied after the Effective Date of this Agreement. 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 required as a result of the sale. Seller is responsible for all taxes due and owing in all previous years.

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

- (i) a Trustee's 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.

4.4 Buyer shall pay the purchase price at Closing. 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.

4.5 Seller shall be responsible for payment of state deed tax and conservation fee and Buyer shall be responsible for payment of all recording fees relating to the Trustee's 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:** Joann M. Boucher, Co-Trustee  
David W. Rowe Trust under Agreement dated April 30, 2003  
9401 St. Croix Trail South  
Hastings, MN 55033

Seller's Attorney:  
Donald J. Fluegel  
Fluegel Law Firm, P.A.  
999 Westview Drive, Suite 1  
Hastings, MN 55033

**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. **WELL DISCLOSURE** Seller certifies that Seller has/has no knowledge of a well on the property.
9. **SEPTIC SYSTEM** Seller does/does not know of a private sewer system on the property.
10. **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.
11. **ASSIGNABILITY** This Agreement and Buyer's rights hereunder and Buyer's interest in the Property shall not be assigned without Seller's consent.

12. **MISCELLANEOUS**

**12.1** 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. Seller shall have the right to terminate this Agreement, upon written notice to Buyer, if it elects not to agree to a Phase II Environmental Assessment and, upon such termination. The cost of the Phase I Environmental Assessment shall be borne by the Buyer.

**12.2** 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.

**12.3** 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.

**12.4** 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.

**12.5** Buyer 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 Buyer being approved to receive these grant funds. If these funds are denied or no longer available to Buyer, this Agreement shall be null and void and neither party shall be liable for damages to the other.

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

12.7 There is a rustic cabin (with no utilities) on the property that will be removed prior to closing.

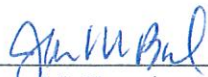
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date last below written.

**SELLER:**


**BUYER:**

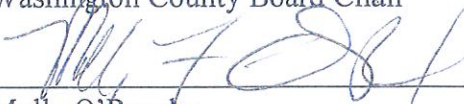
**DAVID W. ROWE TRUST under AGREEMENT dated April 30, 2003**

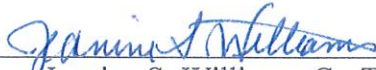
**WASHINGTON COUNTY**

By:   
Joann M. Boucher, Co-Trustee

Buyer   
Stanley G. Karwoski  
Washington County Board Chair

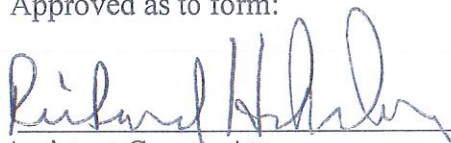
By:   
Jody C. Berg, Co-Trustee

Buyer   
Molly O'Rourke  
Washington County Administrator

By:   
Jeanine S. Williams, Co-Trustee

Approved as to form:

By:   
Timothy Rowe, Co-Trustee

  
Assistant County Attorney

As per Washington County Board Resolution No. 2019.065 dated the 11<sup>th</sup> day of June, 2019.

**EXHIBIT A**  
**Legal Description of the Property**

Government Lot No. 7 and part of Government Lot No. 6, Section 22, Township 27, Range 20, in the County of Washington, State of Minnesota, containing 40 acres, more or less, described as follows: That part of Government Lot 6 lying Easterly of center line of the right of way of the Chicago-St. Paul, Pacific Railroad Company and South of a line 133.67 feet North of and parallel to the South line of said Government Lot 6, together with and subject to all easements of record.

AND

The Northeast Quarter of the Southwest Quarter of Section 22, Township 27, Range 20 in the County of Washington, State of Minnesota, containing 40 acres more or less, together with and subject to all easements of record

AND

The South Half of the Northwest Quarter of the Southwest Quarter (NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) in Section 22, Township 27, Range 20 in the County of Washington, State of Minnesota, containing 20 acres, more or less, together with and subject to all easements of record.

**Exhibit 6: Appraisal excerpt**

**APPRAISAL CERTIFICATION**

I hereby certify that:

PROJECT: Rowe Trust      TRANS #/SWIFT#:      PROJECT #:      PARCEL #:

COUNTY: Washington      DATE OF VALUE: August 15, 2018

Larger Parcel Market Value Before Acquisition	\$4,160,000
Remainder Market Value After Acquisition	(\$1,430,000)
Less Impact of Recreational Easement	(\$15,000)
Easement Damages to Adjoining Lot	\$ 40,000
<b>Indicated Value of the Proposed Acquisition</b>	<b>\$2,755,000</b>

The property owner or representative was invited to accompany me on my inspection of the property and the property owner or representative: Did  Did not  accompany me.

The appraiser has  has not  provided any services related to the subject property within the three year period immediately preceding acceptance of the assignment, or in any other capacity.

There is  is not  a pending purchase agreement on the subject property by Washington County, based upon this appraisal report.

This appraisal has  has not  been prepared in compliance with UASFLA.

The appraiser has  has not  observed any environmental concerns on or near the subject property.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and with the Minnesota DNR Supplemental Appraisal and Appraisal Review Guidelines (Jan. 2016).

The OPINION OF VALUE DATE specified above is the date I personally inspected the property and the date to which my opinion of value applies. I have also made a field inspection of the comparable sales relied upon in making this appraisal which are represented by the photos in the report.

The ESTIMATED MARKET VALUE specified above is my independent opinion for the proposed acquisition on the date specified.

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

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

I am aware that this appraisal and report may be reviewed by a Federal agency.

I understand that the appraisal report is to be used as the basis for an offer of just compensation by the State of Minnesota; that the appraisal has been made in conformity with the appropriate State Laws, regulations, policies, and procedures applicable to appraising land for such purposes; and that should the State acquire the property, this report will be considered public data. To the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of the State.

In making this appraisal, I have disregarded any increase or decrease in the before value caused by the project for which the property is being acquired.

I will not reveal the findings and results of this appraisal to anyone other than the proper officials of the State of Minnesota until authorized by State officials to do so, or until I am required to do so by due process of law.

I was provided no significant professional assistance in preparing this report.

I am licensed as a real estate appraiser by the State of Minnesota, license, number 4001805, expiring 8-31-20. I am licensed and competent to perform an appraisal for the type of property presented in this report.

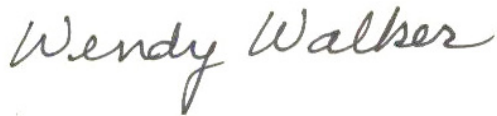
To the best of my knowledge and belief, the statements contained in the appraisal report are true, and the information upon which my opinions are based is correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

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

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Practice and the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute and the American Society of Farm Managers and Rural Appraisers (ASFMRA).

As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute and the ASFMRA.



August 12, 2018

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Wendy Walker, MAI, AI-GRS, ARA, RPRA  
MN Certified General #4001805, expires 8-31-20

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Date