Committee Report
Business Item No. 2020-327

Community Development Committee Report
For the Metropolitan Council meeting of December 23, 2020

**Subject:** Pine Point Regional Park, Park Acquisition Opportunity Fund Program (Branson), Washington County

**Proposed Action**
That the Metropolitan Council:

1. Approve a grant of up to $590,805 to Washington County to acquire the 48.52-acre Branson property located at 120th Street North in Stillwater Township for Pine Point Regional Park, contingent on Council approval of the amendment to the 2040 Regional Parks Policy Plan (Business Item 2020-326), *Accept the Public Comment Report and Adopt the 2040 Regional Parks Policy Plan Amendment.*

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 December 7, 2020. There were no questions and the Committee approved the proposed actions unanimously.
Metropolitan Parks and Open Space Commission Report
For the Community Development Committee meeting of December 7, 2020
For the Metropolitan Council meeting of December 23, 2020

Subject: Pine Point Regional Park, Park Acquisition Opportunity Fund Program (Branson), Washington County

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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 the staff report to the Metropolitan Parks and Open Space Commission at its meeting on December 3, 2020.

Commissioner Jeremy Peichel asked about the funding for the acquisition and if it was typical to split the Legacy and Council bond funding per project instead of using all Legacy funds or all Council funds. Ms. Lee explained that normally each project has the 3/2 legacy/council split, but this year was unique because of the uncertainty around Legacy funding due to the pandemic and anticipated lower sales tax revenues, which is the source of Legacy funding. The funding split will be balanced over this fiscal year rather than by individual project.

The Metropolitan Parks and Open Space Commission voted unanimously to recommend the proposed action.
Metropolitan Parks and Open Space Commission
Meeting date: December 3, 2020
For the Community Development Committee meeting of December 7, 2020
For the Metropolitan Council meeting of December 23, 2020

Subject: Pine Point Regional Park, Park Acquisition Opportunity Fund Program (Branson), Washington County
MPOSC District: District F, Cecily Harris
Council District, Member: 12, Francisco Gonzalez
Policy/Legal Reference: Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; 2040 Regional Parks Policy Plan, Chapter 4, Siting and Acquisition Policy- Strategy 1; Chapter 5, Planning Policy- Strategy 1; Chapter 8, Finance Policy- Strategy 7.
Staff Prepared/Presented: Jessica Lee, Senior Parks Planner (651-602-1621)
Division/Department: Community Development / Regional Parks

Proposed Action
That the Metropolitan Council:

1. Approve a grant of up to $590,805 to Washington County to acquire the 48.52-acre Branson property located at 120th Street North in Stillwater Township for Pine Point Regional Park, contingent on Council approval of the amendment to the 2040 Regional Parks Policy Plan (Business Item 2020-326), Accept the Public Comment Report and Adopt the 2040 Regional Parks Policy Plan Amendment.

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

Background
Washington County is seeking funding to acquire a 48.52 property for inclusion in Pine Point Regional Park. The County requested this grant on May 6, 2020. A copy of the Agency’s request is attached to this item as Exhibit 2. Pine Point Regional Park is in the center portion of Washington County, in Stillwater Township. The Branson property is adjacent to the current park boundary. The Regional Parks Policy Plan Amendment (Business Item 2020-326) includes a boundary adjustment to incorporate this parcel into the official park boundary.

Park Acquisition Opportunity Fund (PAOF)
The Council’s Park Acquisition Opportunity Fund (PAOF) program provides funding to purchase property and easements via two state sources: the Parks and Trails Legacy Fund (PTLF) and the Environment and Natural Resources Trust Fund (ENRTF). The Council contributes to the fund by matching every $3 in state funds with $2 in Council bonds.

State and Council funds contribute up to 75% of the purchase price and eligible costs; the Regional Park Implementing Agency (Agency) contributes the remaining 25% as local match.

Project budget
The appraised value of the property is $776,500, and the seller has agreed to this amount. The total project cost including legal fees, taxes, and stewardship is $787,740, as shown in Table 1 below.
Table 1. Project Budget

<table>
<thead>
<tr>
<th>Budget item</th>
<th>Requested amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase price</td>
<td>$776,500</td>
</tr>
<tr>
<td>Appraisal</td>
<td>$2,450</td>
</tr>
<tr>
<td>Closing costs, taxes</td>
<td>$6,390</td>
</tr>
<tr>
<td>Phase I environmental site assessment</td>
<td>$1,900</td>
</tr>
<tr>
<td>Stewardship (including building removal and site restoration)</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Total project costs</strong></td>
<td><strong>$787,740</strong></td>
</tr>
</tbody>
</table>

**Grant structure**

- Grant amount (Parks and Trails Legacy Fund) $590,805
- Local match (Washington County) $196,935

**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

Council staff find that all of the standards for this request have been met.

**Subject property**

The Pine Point Regional Park master plan was approved in May 2020 (Business Item 2020-120) and included a boundary adjustment that is contingent on the approval of the 2040 Regional Parks Policy Plan Amendment. The subject 48.52-acre parcel is within the requested boundary adjustment for Pine Point Regional Park. There are no developments or structures on this land. Approximately 34 acres of this property have been used for agriculture, while 14 acres remain undeveloped with open meadow and remnants of native plant communities such as oak savanna. The property will be restored with the goal of establishing a diverse and protected stand of native plants consistent with the Pine Point Regional Park master plan.

**Acquisition details**

This is a straightforward, fee simple transaction.

**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 master plan for Pine Point Regional Park in May of 2020, with this parcel included as part of a boundary adjustment that is contingent on the approval of the 2040 Regional Parks Policy Plan Amendment.
  - 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 contains a small wetland and remnants of native plant communities and will be restored and added to the existing natural resource features of Pine Point Regional Park.
Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park lands and matches every $3 in state funds with $2 in Council bonds.

- All requirements of PTLF and the 2021 appropriation. This funding aligns with the goals of the 25-year Parks and Trails Legacy Plan strategic direction of “Acquire land, create opportunities.”

**Thrive Lens Analysis**
This request is consistent with Thrive’s Livability and Stewardship outcomes. The Council’s investment in Pine Point Regional Park will provide additional access to outdoor recreation, enhance quality of life, and protect natural resources.

**Funding**
The Council will fund this grant through State Fiscal Year 2021 Parks and Trails Legacy Funds ($590,805). Funds are available in the Council’s Authorized Capital Program.

Washington County will provide a local match of $196,935.

**Future reimbursement consideration**
Washington County is not requesting future reimbursement consideration.

**Known Support / Opposition**
There is no known opposition.
**Exhibit List**

<table>
<thead>
<tr>
<th>Exhibit 1:</th>
<th>Images</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit 2:</td>
<td>Grant request letter</td>
</tr>
<tr>
<td>Exhibit 3:</td>
<td>Grant application</td>
</tr>
<tr>
<td>Exhibit 4:</td>
<td>Board approval to purchase property</td>
</tr>
<tr>
<td>Exhibit 5:</td>
<td>Purchase agreement</td>
</tr>
<tr>
<td>Exhibit 6:</td>
<td>Appraisal excerpt</td>
</tr>
</tbody>
</table>
Exhibit 1 – Images

Figure 1. Map of Pine Point Regional Park and the Branson property

Figure 2. Aerial image of the Branson property
May 6, 2020

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

REQUEST FOR ACQUISITION OPPORTUNITY GRANT FUNDS FOR PURCHASE OF THE BRANSON PROPERTY IN PINE POINT REGIONAL PARK

Dear Jessica:

Washington County request that the Metropolitan Council consider providing acquisition opportunity grant funds for the purchase of the Branson, et al property located within the boundary of Pine Point Regional Park in Stillwater Township. The Master Plan for this regional park is scheduled for final Met Council approval on May 13, 2020. This property is vacant land with no structures. 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 April 7, 2020. 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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price</td>
<td>$776,500.00</td>
</tr>
<tr>
<td>Estimated costs related to purchase</td>
<td>$ 11,235.74</td>
</tr>
<tr>
<td></td>
<td>$787,735.74</td>
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</table>

Proposed Revenue Sources:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition Opportunity Fund (75%)</td>
<td>$590,801.80</td>
</tr>
<tr>
<td>Washington County (25%)</td>
<td>$196,933.94</td>
</tr>
<tr>
<td></td>
<td>$787,736.00 (rounded)</td>
</tr>
</tbody>
</table>

We understand that there are funds available in the 2021 fiscal year and hope to be able to use said funds. The closing for this property is set for December 31, 2020 following Met Council action on the grant request.
Thank you for your consideration of this request. If you have any questions or need additional information, please let me know.

Sincerely,

[Signature]

Sharon M. Price
Property Acquisition Manager

cc: Sandy Breuer, Parks Director
       June Mathiowetz, Land & Water Legacy Program
WebGrants - Metropolitan Council

Application

13864 - 2020 Parks Acquisition Opportunity Fund - Final Application

14294 - Pine Point Regional Park - Branson Property
Parks Grants Acquisition

Status: Under Review Submitted Date: 05/29/2020 9:37 AM

Applicant Information

Primary Contact:

Name:* Ms. Sharon Price
Title:* Land Acquisition
Department:
Email:* Sharon.Price@co.washington.mn.us
Address:* 11660 Myeron Road N.

Phone:* 651-430-4391
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

County:* Washington
Phone:* 651-430-4325
Fax:

PeopleSoft Vendor Number 0000028637A10

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**
Pine Point 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**
Pine Point Park Regional Park Master Plan 05/13/2020

**Acquisition method**
Acquisition method
Fee title

**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?**

**Settlement date**

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

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

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

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

**Estimated closing date**
12/31/2020
Format: mmddyyyy (Do not enter any punctuation.)

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

**Date agreement expires**
12/31/2020
Format: mmddyyyy (Do not enter any punctuation.)

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

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

**Appraisal**
The appraisal must have an effective date within one year of the date the purchase agreement is signed. The appraisal **MUST** list the Metropolitan Council as an intended user, and the intended use must include "negotiation and grant reimbursement."
Appraisal effective date: 01/24/2020

Appraised value: $776,500.00

Amount being offered to the seller (net of closing and other costs): $776,500.00, 100.0% of appraised value

Who performed the appraisal? Julie Jeffrey Schwartz

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

Survey

Was a survey done? No

Quality of natural resources - is the property...

...undeveloped? Yes

...wooded? Yes

...shoreline? Yes

Describe the existing natural resources it contains

Known opposition

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

If yes, explain:

Encumbrances

To your knowledge, are there any current or anticipated assessments or liens on property? No

If yes, describe:

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

If yes, describe

Clear title

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

If not, what must be done to clear the title, and when will that be completed?

Suggested funding source

For guidance, see the PACF 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.lccm.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

Funding source comments, if desired

Structures currently on the property

Does the property contain ANY structures? No
structures?
If yes, are there any habitable structures?

Does the property currently contain any revenue-generating businesses? No
If yes, what is the plan for the structure(s)? N/A
If there are habitable structures, could they be relocated? If yes, how? If no, why not? N/A
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.

Stewardship and minimal access

Describe the stewardship plan.
The Branson property contains remnants of native plant communities such as Oak Savanah which is part of the quality care area to restore within Pine Point Regional Park. The goal is to establish a diverse and protected stand of native plants and to then repeat invasive species management and planting steps in adjacent areas to expand the area of regeneration. The initial vegetation planted would be a wildlife cover to stabilize the site. Longer term restoration efforts would consist of plantings consistent within the Pine Point Regional Park Master Plan.

How will the stewardship implementation be funded?

Are you requesting funds to provide minimal access to the property (prior to it being open to the public) as part of this grant request? No
If yes, how will those funds be used?

Site Description

Land Use History

Current land uses 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
<table>
<thead>
<tr>
<th>Seller name</th>
<th>Parcel address</th>
<th>PID</th>
<th>Acres (SF for easements)</th>
<th>Date PA signed</th>
<th>Habitable structures?</th>
<th>MN House district</th>
<th>City</th>
<th>County</th>
<th>Met Council district</th>
<th>MPOSC</th>
<th>Latitude</th>
<th>Longitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constance Branson, et al</td>
<td>05.303.20.11.0002</td>
<td>04/07/2020</td>
<td>No</td>
<td>39A</td>
<td>Stillwater Township</td>
<td>Washington</td>
<td>12</td>
<td>45.12131</td>
<td>-92.82583</td>
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</table>

**Local match**

Source of local match

Will you be requesting consideration for future reimbursement of any part of your local match?

If yes, how much? $0.00

**Grant agreement signatories**

<table>
<thead>
<tr>
<th>Full name</th>
<th>Title</th>
<th>If this is an attorney, is the signature 'for form only'?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fran Miron</td>
<td>County Board Chair</td>
<td></td>
</tr>
<tr>
<td>Kevin Corbid</td>
<td>County Administrator</td>
<td></td>
</tr>
<tr>
<td>Richard Hodsdon</td>
<td>Assistant County Attorney</td>
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**Acquisition Costs**

<table>
<thead>
<tr>
<th>Cost Items</th>
<th>Amount</th>
<th>State funds</th>
<th>Metro funds</th>
<th>Match funds</th>
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<tbody>
<tr>
<td>Purchase price</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Negotiated purchase price</td>
<td>$776,500.00</td>
<td>$582,375.00</td>
<td>$0.00</td>
<td>$194,125.00</td>
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<tr>
<td>Appraisal expenses</td>
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<tr>
<td>Appraisal</td>
<td>$2,450.00</td>
<td>$1,837.50</td>
<td>$0.00</td>
<td>$612.50</td>
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<td>Appraisal review</td>
<td>$0.00</td>
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<td>Environmental expenses</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Phase I environmental site assessment</td>
<td>$1,900.00</td>
<td>$1,425.00</td>
<td>$0.00</td>
<td>$475.00</td>
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<td>Phase II environmental site assessment</td>
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<td>Environmental contamination remediation</td>
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<td>Holding expenses</td>
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<td>Interest</td>
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<tr>
<td>Land stewardship</td>
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<td>Land development</td>
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<tr>
<td>Pro-rated share of all property taxes/assessments</td>
<td>$215.00</td>
<td>$161.25</td>
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<td>$53.75</td>
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<td>Legal services and closing costs</td>
<td>$950.00</td>
<td>$712.50</td>
<td>$0.00</td>
<td>$237.50</td>
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<td>Property tax equivalency payment-473.341</td>
<td>$655.00</td>
<td>$491.25</td>
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<td>$163.75</td>
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<td>Relocation costs to seller</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>State deed tax/conservation fee</td>
<td>$2,570.00</td>
<td>$1,927.50</td>
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<td>$642.50</td>
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<tr>
<td>Title insurance</td>
<td>$2,000.00</td>
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<td>Well disclosure statement</td>
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<tr>
<td>Other holding</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Other expenses</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td><strong>Totals</strong></td>
<td>$787,740.00</td>
<td>$590,805.00</td>
<td>$0.00</td>
<td>$196,935.00</td>
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Total Estimated Acquisition Costs

<table>
<thead>
<tr>
<th>Totals</th>
<th>Total Estimated Acquisition Cost (calculated after costs above are entered)</th>
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<tbody>
<tr>
<td></td>
<td>Total acquisition cost</td>
</tr>
<tr>
<td></td>
<td>$787,740.00</td>
</tr>
</tbody>
</table>

Required Attachments - Acquisition

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
<th>File Name</th>
<th>Type</th>
<th>File Size</th>
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</thead>
<tbody>
<tr>
<td>1.0 Grant request letter (REQ'D)</td>
<td>Pine Point Regional Park - Branson Property Grant Request Letter</td>
<td>Branson Property Grant Request Letter.pdf</td>
<td>pdf</td>
<td>135 KB</td>
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<tr>
<td>2.0 Master plan documentation (REQ'D)</td>
<td>Pine Point Park Master Plan</td>
<td>Final_MC Approved 5-13-20_PPRP Master Plan_Reduced.pdf</td>
<td>pdf</td>
<td>30.7 MB</td>
</tr>
<tr>
<td>3.0 RECORDED Governing Board action authorizing grant request (REQ'D)</td>
<td>Pine Point Park Resolution to Acquire</td>
<td>2020-036 Resolution Acquire_Branson.pdf</td>
<td>pdf</td>
<td>125 KB</td>
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<tr>
<td>4.0 Signed purchase agreement/instrument (REQ'D)</td>
<td>Pine Point Park - Branson Property Purchase Agreement</td>
<td>PA_Signed 4-7-20.pdf</td>
<td>pdf</td>
<td>768 KB</td>
</tr>
<tr>
<td>5.1 Appraisal report (REQ'D)</td>
<td>Pine Point Park - Branson Appraisal</td>
<td>Appraisal - Branson PropertyRev1 - 2020.pdf</td>
<td>pdf</td>
<td>4.0 MB</td>
</tr>
<tr>
<td>5.2 Appraisal review report (NOT req'd)</td>
<td>Pine Point Park Branson Appraisal Criteria</td>
<td>RFP_Appraisal Branson Property.pdf</td>
<td>pdf</td>
<td>1.6 MB</td>
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<tr>
<td>5.3 Client's instructions to appraiser (REQ'D)</td>
<td>Pine Point Regional Park - Branson Legal Description</td>
<td>Branson Property Legal Description.docx</td>
<td>docx</td>
<td>13 KB</td>
</tr>
<tr>
<td>5.4 Title documentation (Req'd before finalization)</td>
<td>Pine Point Regional Park - Branson Stewardship Plan</td>
<td>Branson Property Stewardship Plan.pdf</td>
<td>pdf</td>
<td>8 KB</td>
</tr>
<tr>
<td>6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)</td>
<td>Pine Point Regional Park Boundary - Branson Parcel</td>
<td>PPPRboundary_Branson_3-27-20.pdf</td>
<td>pdf</td>
<td>1.0 MB</td>
</tr>
<tr>
<td>6.2 Phase II environmental assessment report (required if indicated in Phase I)</td>
<td>Pine Point Regional Park - Park Boundary-Branson Property</td>
<td>PPPRboundary_Branson_3-27-20.pdf</td>
<td>pdf</td>
<td>1.0 MB</td>
</tr>
<tr>
<td>7.0 Survey report (NOT req'd)</td>
<td>Pine Point Regional Park - Branson Parcel</td>
<td>2017 Aerial_48ac 120th St - Stwr Twp_1-29-20_reduce.pdf</td>
<td>pdf</td>
<td>696 KB</td>
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<td>8.0 Legal description in Microsoft Word that includes PIDs and, if available, address</td>
<td>Pine Point Regional Park - Branson Legal Description</td>
<td>Branson Property Legal Description.docx</td>
<td>docx</td>
<td>13 KB</td>
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<tr>
<td>9.0 Land stewardship plan</td>
<td>Pine Point Regional Park - Branson Stewardship Plan</td>
<td>Branson Property Stewardship Plan.pdf</td>
<td>pdf</td>
<td>8 KB</td>
</tr>
<tr>
<td>10.0 Relocation description and estimated costs OR signed waiver of relocation rights</td>
<td>Pine Point Regional Park - Branson Stewardship Plan</td>
<td>Branson Property Stewardship Plan.pdf</td>
<td>pdf</td>
<td>8 KB</td>
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</tbody>
</table>

SECTION 1 - All of the following are required to BEGIN review unless otherwise indicated

1. Grant request letter (REQ'D)
2. Master plan documentation (REQ'D)
3. RECORDED Governing Board action authorizing grant request (REQ'D)
4. Signed purchase agreement/instrument (REQ'D)
5.1 Appraisal report (REQ'D)
5.2 Appraisal review report (NOT req'd)
5.3 Client's instructions to appraiser (REQ'D)
5.4 Title documentation (Req'd before finalization)
6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)
6.2 Phase II environmental assessment report (required if indicated in Phase I)
7.0 Survey report (NOT req'd)
8.0 Legal description in Microsoft Word that includes PIDs and, if available, address
9.0 Land stewardship plan
10.0 Relocation description and estimated costs OR signed waiver of relocation rights

SECTION 2 - Condemnation only - all required for eminent domain

11.1 For condemnations, copy of notice to Council advising court filing
11.2 Condemnation or administrative settlement
11.3 Documentation of when petition was filed with court

SECTION 3 - Matching grant

12.0 If this grant will serve as match to another grant, copy of other grant is required

SECTION 4 - Required images & GIS information

13.1 Aerial photo showing park/trail boundary with parcel overlay (REQ'D)
13.2 For trails, parcel map showing trail route (Required for trails)
13.3 Image documenting location of property within RPS unit (REQ'D)
13.4 GIS shape-file for property (REQ'D)

SECTION 5 - Invoices

14.1 Invoices: State deed tax or conservation fee (REQ'D)
14.2 Invoices: Current property tax statement with pro-rated share of tax due (REQ'D)
14.3 Invoices: Tax equivalency payment (REQ'D)
14.4 Invoices: Phase I environmental assessment (Required if claimed in application)
14.5 Invoices: Phase II environmental assessment (Required if claimed in application)
14.6 Invoices: Appraisal (Required if claimed in application)
14.7 Invoices: Appraisal review invoice (Required if claimed in application)
14.8 Invoices: Title insurance (Required if
**SECTION 6 - Estimated costs**

15.1 Estimated costs: Itemized ESTIMATE of closing costs

- Pine Point Regional Park - Branson Closing Costs Estimate

15.2 Estimated costs: Land stewardship

- Branson Property Stewardship Estimate.pdf

15.3 Estimated costs: Minimal access development

15.4 Estimated costs: Other (NOT req'd)

**Additional attachments**
RESOLUTION TO PURCHASE VACANT LAND AT 120TH STREET NORTH FOR INCLUSION INTO PINE POINT REGIONAL PARK

WHEREAS, Washington County is interested in acquiring the property described herein in Stillwater Township, Minnesota, for inclusion into the Pine Point 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 Chair 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:

   The Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Five (5), Township Thirty (30) North Range Twenty (20) West, excepting the railroad right of way in the Northwest corner.

For the sum of $776,500.00.

ATTEST:  
COUNTY ADMINISTRATOR  
COUNTY BOARD CHAIR

YES  NO
MIRON  X  
KARWOSKI  X  
KRIESEL  X  
JOHNSON  X  
WEIK  X  

Updated: January 2020
PURCHASE AGREEMENT

Between

CONSTANCE M. BRANSON, ROXANNE R. O’HEARN AND RICHARD T. PARENT AND DEBORAH M. PARENT LIVING TRUST u/d/t DATED APRIL 22, 2014

("SELLER")

and

WASHINGTON COUNTY

("BUYER")
PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made to be effective the 7\textsuperscript{th} day of April, 2020 (the "Effective Date of this Agreement") between CONSTANCE M. BRANSON, ROXANNE R. O'HEARN and the RICHARD T. PARENT AND DEBORAH M. PARENT LIVING TRUST u/d/t APRIL 22, 2014, (hereinafter referred to as "Sellers") and WASHINGTON COUNTY (hereinafter referred to as "Buyer").

RECITALS AND PRELIMINARY STATEMENT OF FACTS

1. Sellers are the owners of certain real property located in the County of Washington, State of Minnesota, and legally described in the attached Exhibit "A" (the "Property").

2. Sellers desire 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 Sellers agree 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, 2020.

3. PURCHASE PRICE The "Purchase Price" shall be Seven Hundred Seventy-six Thousand Five Hundred and no/100 ($776,500.00) Dollars. The Purchase Price shall be payable in cash or cash equivalent at Closing.

4. TITLE, TAXES, CLOSING COSTS

4.1 Within a reasonable amount of time after execution of this Agreement, Sellers 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 Sellers'
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 Sellers agree to cure such objections, then closing shall be delayed for a reasonable period in order for Sellers to cure such objections. If Sellers do 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 Sellers' attorney of a cancellation of this Agreement executed by Buyer. Sellers 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 Sellers and Buyer shall prorate real estate taxes payable in the year of closing as of the Closing Date. Sellers shall pay special assessments levied as of the Effective Date of this Agreement together with any Green Acres payback if applicable. Buyer shall pay special assessments pending or levied after the Effective Date of this Agreement. Sellers are responsible for all taxes due and owing in all previous years and any green acres payback.

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

(i) a Warranty Deed and/or Trust Deed depending upon title 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) any and all trust documents necessary to conduct the sale of the property;

(iii) a standard form Seller's Affidavit;

(iv) Closing Statement; and,
(v) such other documents as may be reasonably necessary to consummate this transaction.

4.4 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 Buyer shall be responsible for payment of state deed tax and for payment of all recording fees relating to the transfer deed(s).

5. **ENVIRONMENTAL** Sellers 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 SELLERS:** Constance M. Branson – as Representative
4265 Chimo East
Deephaven, MN 55391

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

7. **BROKERAGE INDEMNITY AGREEMENT** Sellers currently have the property listed for sale with the brokerage firm of Coldwell Banker Realty, Stillwater, MN with a specific exclusion if the Sellers enter into a purchase agreement with Washington County within the first 120 days of the listing. The listing date is November 12, 2019. **Buyer** is not responsible for any provision changes between Sellers and Broker. 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** Sellers certifies that Sellers have no knowledge of a well on the property.
9. **SEPTIC SYSTEM** Sellers do not know of a private sewer system on the property.

10. **DEFAULT** If this transaction is not consummated by reason of default by Sellers 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 Sellers 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 Sellers’ 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. Sellers 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. Sellers will coordinate with Buyer for access to the property.

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 voice and neither party shall be liable for damages to the other.
12.6 This purchase is for inclusion into Pine Point Regional Park. Washington County is completing the final approvals for the Pine Point Regional Park Master Plan. This purchase is conditioned upon the master plan for Pine Point Regional Park being approved by the Metropolitan Council. Approval for this master plan by the Metropolitan Council is in May, 2020. Master Plan approval is necessary for Washington County to receive any funds to aid in the acquisition of property within Pine Point Regional Park.

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

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

SELLERS:

By: ____________________________
Constance M. Branson

By: ____________________________
Roxanne R. O’Hearn

Richard T. Parent and Deborah M. Parent
Living Trust u/d/t dated April 22, 2014

By: ____________________________
Deborah M. Parent, Trustee

By: ____________________________
Richard T. Parent, Trustee

BUYER:

WASHINGTON COUNTY

Buyer ____________________________ 4-7-20
Fran Miron
Washington County Board Chair

Buyer ____________________________ 4-7-20
Kevin Corby
Washington County Administrator

Approved as to form:

_______________________________
Assistant County Attorney

As per Washington County Board Resolution No. 2020-03 dated the 9th day of April, 2020.
12.6 This purchase is for inclusion into Pine Point Regional Park. Washington County is completing the final approvals for the Pine Point Regional Park Master Plan. This purchase is conditioned upon the master plan for Pine Point Regional Park being approved by the Metropolitan Council. Approval for this master plan by the Metropolitan Council is in May, 2020. Master Plan approval is necessary for Washington County to receive any funds to aid in the acquisition of property within Pine Point Regional Park.

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

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

SELLERS:

By: __________________________
Constance M. Branson

By: __________________________
Roxanne R. O’Hearn

Richard T. Parent and Deborah M. Parent
Living Trust u/d/t dated April 22, 2014

By: __________________________
Deborah M. Parent, Trustee

By: __________________________
Richard T. Parent, Trustee

BUYER:

WASHINGTON COUNTY

Buyer __________________________
Fran Miron
Washington County Board Chair

Buyer __________________________
Kevin Corbid
Washington County Administrator

Approved as to form:

_______________________________
Assistant County Attorney

As per Washington County Board
Resolution No. ___________ dated the _____ day
of __________________________, 20__
12.6 This purchase is for inclusion into Pine Point Regional Park. Washington County is completing the final approvals for the Pine Point Regional Park Master Plan. This purchase is conditioned upon the master plan for Pine Point Regional Park being approved by the Metropolitan Council. Approval for this master plan by the Metropolitan Council is in May, 2020. Master Plan approval is necessary for Washington County to receive any funds to aid in the acquisition of property within Pine Point Regional Park.

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

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

SELLERS:       BUYER:

WASHINGTON COUNTY

By: [Signature] Constance M. Branson 3/8/20
Constance M. Branson

By: [Signature] Fran Miron
Washington County Board Chair

By: Roxanne R. O’Hearn Kevin Corbid
Washington County Administrator
Richard T. Parent and Deborah M. Parent
Living Trust w/d/l dated April 22, 2014

By: [Signature]
Deborah M. Parent, Trustee

By: [Signature]
Richard T. Parent, Trustee

Approved as to form:

Assistant County Attorney

As per Washington County Board Resolution No. dated the day of , 20__

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

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Five (5), Township Thirty (30) North of Range Twenty (20) West, excepting the railroad right of way in the Northwest corner.
November 20, 2020

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

RE: Market Value Appraisal
The Constance M. Branson Et Al Property
XXXX 120th Street North, Stillwater Township, MN 55082

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 Pine Point Regional Park. The date of valuation is the date of inspection, January 24, 2020.

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 January 24, 2020, the effective date of valuation, of:

Seven Hundred Seventy-Six Thousand Five Hundred Dollars ($776,500)

This appraisal report has been completed to comply with the Uniform Standards of Professional Appraisal Practice (USPAP, 2020-2021 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
## APPRAISAL SUMMARY

<table>
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<tr>
<th>Project</th>
<th>Acquisition No.</th>
<th>Project No.</th>
<th>Parcel</th>
<th>County</th>
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<td>Branson et al Property</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Washington</td>
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**APPRAISER:**  
Julie Jeffrey Schwartz  
Lake State Realty Services, Inc.  
2140 Otter Lake Drive  
White Bear Lake, MN 55110

**OWNER:**  
Constance M Branson et al  
20330 Knights Bridge Road  
Excelsior, MN 55331-9346

Per the client the owners are: Constance M. Branson, Roxanne R. O’Hearn and Deborah M. Parent

**Telephone No.** 651-653-0788  
**Telephone No.** Deb Parent: 651-439-4378

<table>
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<th>County Property Tax I.D. Number</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
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<td>030</td>
<td>020</td>
<td>A-4 , Agricultural District</td>
<td>Stillwater Twp.</td>
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<th>Real Estate Taxes - Current Year</th>
<th>Delinquent Amount</th>
<th>Special Assessments</th>
<th>Assessment Balance</th>
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<td>$1,398 (Paid 2019)</td>
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**Road Frontage:**  
Paved X Gravel - Approximately 1,020 feet  
Road Name: 120th Street North

**Water Frontage:**  
Lake Stream - feet  
Water Body: Not Applicable

**Recreational Quality of Water Frontage:**  
Fishing and Swimming  
Fishing Only  
None Not Applicable

**Public Hazards:**  
None we have been made aware of.

Total contiguous ownership consists of 48.52 acres.

Proposed ACQUISITION consists of 48.52 acres.

48.52 Total Acres @ $16,000/acre Sub Total: $776,500, rounded

Utility Value of Improvements: N/A  
$0.00

**Severance Damages** Not Applicable

**Marketing Time Estimate** 4-8 months

**TOTAL:**  
$776,500

---

Appraiser’s Signature  

[Signature]  

, MN Certified General License #4002423  

Date  

11/20/2020

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