

## Metropolitan Parks and Open Space Commission

Meeting date: August 13, 2020

For the Community Development Committee meeting of August 17, 2020

For the Metropolitan Council meeting of August 26, 2020

**Subject:** Park Acquisition Opportunity Fund Grant for Lake Rebecca Park Reserve (Ahrens), Three Rivers Park District

**MPOSC District:** District A, Rick Theisen

**Council District, Member:** 1, Judy Johnson

**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

### Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$727,500 to Three Rivers Park District to acquire the 15.14-acre Ahrens property located at 8680 Rebecca Park Trail in the City of Greenfield for Lake Rebecca Park Reserve.
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council.
3. Consider reimbursing Three Rivers Park District for up to \$242,500 from its share of a future Regional Parks Capital Bonding Program for costs associated with their local match.
4. Inform Three Rivers Park District that the Council does not under any circumstances represent or guarantee that the Council will grant future reimbursement and that expenditure of local funds never entitles a park agency to reimbursement.

### Background

#### *Park Acquisition Opportunity Fund (PAOF)*

The Council's Park Acquisition Opportunity Fund (PAOF) provides funding to purchase property and easements via two state sources: the Parks and Trails Legacy Fund (PTLF) and the Environment and Natural Resources Trust Fund (ENRTF). The Council contributes by matching every \$3 in state funds with \$2 in Council bonds. The \$3 to \$2 match is required at the program, not individual project, level. This project will be funded with 100% bond funds and future projects will be funded exclusively with state funds. This approach is being implemented to mitigate potential future reductions in state funds due to COVID impacts.

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.

#### *Regional Park Implementing Agency (Agency) and Location*

Three Rivers Park District requested this grant on June 5, 2020. A copy of the Agency's request is attached to this item as Exhibit 2. Lake Rebecca Park Reserve is on the western edge of Hennepin County.

### Project budget

The appraised value of the property is \$720,000, and the Seller has agreed to 100% of the appraised amount. The total project cost including legal fees, taxes, and stewardship is \$970,000, as shown below.

Table 1. Project budget

Budget item	Requested amount
Purchase price	\$720,000
Holding and closing costs, appraisal, taxes	\$22,800
Phase I environmental site assessment	\$2,200
Stewardship (including building removal and site restoration)	\$225,000
<b>Total costs</b>	<b>\$970,000</b>
<b>Grant structure</b>	
Grant amount (Council bonds)	<u>\$727,500</u>
Local match	<u>\$242,500</u>

### 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 15.14-acre property is within the Council-approved boundary of the Lake Rebecca Park Reserve. The property is bordered by the Crow River to the northwest and has 855 linear feet of shoreline, along with 2 acres of wetlands. The property has been used as a horse boarding and training facility. There are several buildings that will be removed, including a house built in 1910, a studio apartment, garages, and an equestrian facility. Existing barns will be used for storage if possible. Once the non-usable buildings are removed, the site will be restored to its natural forested state.

### Acquisition Details

This is a straightforward, fee simple transaction. There are no easements or lease constraints.

### 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 master plan for Lake Rebecca Park Reserve was approved in 1970. The proposed acquisition is consistent with the approved 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 will be restored to its natural state and added to the existing natural resource features of Lake Rebecca Park Reserve.
  - 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.

- 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 Lake Rebecca Park Reserve will provide additional access to outdoor recreation, enhance quality of life, and further protect natural resources.

### **Funding**

The Council will fund this grant through Council Bonds. Funds are available in the Council’s Authorized Capital Program.

Three Rivers Park District will provide a local match of \$242,500.

### *Future reimbursement consideration*

The Agency is requesting that the Council consider reimbursing its local match of \$242,500 for this acquisition at some point in the future through the Regional Parks Bonding Program. A request for “future reimbursement consideration” is the first step in a process Agencies may use to request repayment of their match amount in a future bonding cycle. The Council is under no obligation to reimburse this amount.

### **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 the Ahrens property



Figure 2. Map of Lake Rebecca Park Reserve with the Ahrens property circled in red



June 5, 2020

Three Rivers  
Park District  
Board of  
Commissioners

Mr. Emmett Mullin, Manager  
Regional Parks and Natural Resources Unit  
Community Development Division  
390 North Robert Street  
St. Paul, MN 55101

Marge Beard  
District 1

Jennifer DeJournett  
District 2

RE: Park Acquisition Opportunity Grant Fund Request  
Lake Rebecca Park Reserve: Ahrens Property  
8680 Rebecca Park Trail  
Greenfield, MN  
PID: 32-119-24-22-0002

Daniel Freeman  
Vice Chair  
District 3

Dear Emmett,

Three Rivers Park District respectfully requests a Park Acquisition Opportunity Grant for Lake Rebecca Park Reserve (Lake Rebecca) in the amount of approximately \$727,500 for acquisition of 15.14 acres located in the City of Greenfield. Please process this request and forward to the Metropolitan Parks Open Space Commission, Community Development Committee and Metropolitan Council for consideration and approval.

John Gunyou  
Chair  
District 4

### Background Summary

John Gibbs  
District 5

Staff have been working with the property owner since late 2018 when the property owner first reached out to Three Rivers to explore selling their property to Three Rivers. Staff worked with the owner to develop a relationship, monitor the property value and walk through the acquisition process so when the property owner was ultimately ready and comfortable to sell, Three Rivers would be in a strong position to move forward with acquisition. This effort and resulting relationship has paid off as Three Rivers and the property owner successfully negotiated a purchase agreement reflective of the appraised value.

Steven Antolak  
Appointed  
At Large

Gene Kay  
Appointed  
At Large

The additional 15.14 acres, located directly on the Crow River and proposed for inclusion has comparable natural resources value to Lake Rebecca parkland already owned by Three Rivers. In addition, this is one of the last remaining inholdings in Lake Rebecca Park Reserve.

Boe Carlson  
Superintendent

*Natural Resource Summary*

The subject property is currently used as a horse boarding and training facility and includes many outbuildings, large stable with indoor riding arena, gravel parking, a residential structure, pasture and manure storage area. The property is completely surrounded by Lake Rebecca Park Reserve with the exception of about 855' in the northwest corner which is Crow River frontage. The built portion of the property is generally clustered together in the southwest corner of the property with the greater area mostly open and surrounded by mature trees.

Three Rivers is currently evaluating the structures to determine if any offer reuse opportunity particularly for storage. Buildings without reuse potential will be removed and the area returned to natural open space increasing its natural resources value and supporting the adjacent Lake Rebecca natural resources. The park master plan calls for the majority of the park to be restored into a Big Woods forest composition and this property will likely follow suit.

*Funding Request and Timing*

Three Rivers requests FY2021 Parks and Trails Legacy Fund and Metropolitan Council acquisition funding consideration at the Council's earliest opportunity in preparation with a pending closing date of October 2020.

Thank you for your continued assistance through this process.



Heather Kuikka  
Planning Administrative Specialist

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

## Exhibit 3: Grant application



Application

13864 - 2020 Parks Acquisition Opportunity Fund

14459 - Ahrens Property - Lake Rebecca Park Reserve

Parks Grants Acquisition

Status: Under Review  
Submitted Date: 06/05/2020 8:35 AM

---

### Primary Contact

**Name:\*** Ms. Heather Kuikka  
Salutation First Name Middle Name Last Name

**Title:** Administrative Specialist - Planning

**Department:**

**Email:** Heather.Kuikka@threeriversparks.org

**Address:** 3000 Xenium Lane N

**\*** Plymouth Minnesota 55441  
City State/Province Postal Code/Zip

**Phone:\*** 763-559-9000  
Phone Ext.

**Fax:**

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

---

### Organization Information

**Name:** THREE RIVERS PARK DISTRICT

**Jurisdictional Agency (if different):**



**Organization Type:**

**Organization Website:**

**Address:**

RESERVATIONS  
3000 XENIUM LN N

\*

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

**County:**

Hennepin

**Phone:\***

763-559-6700  
Ext.

**Fax:**

**PeopleSoft Vendor Number**

0000057347A1

---

## Project description

*PAOF grants are limited to a single park or trail. Do not mix properties from more than one park or trail on a single request.*

**Park or trail name**

Lake Rebecca PR-Three Rivers Park District

### Master plan

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

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

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

Lake Rebecca Park Reserve  
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** 10/01/2020

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

**Type of agreement** Purchase Agreement

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

**Date agreement expires**

*Format: mmdyyyyy (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** 05/11/2020

**Appraised value** \$720,000.00

**Amount being offered the seller (net of closing and other costs)** \$720,000.00 100.0%  
% of appraised value

**Who performed the appraisal?** Patchin Messner Valuation Counselors

**Who contracted for the appraisal (i.e., was it done at arms' length)?** Three Rivers Park District

**Survey**

**Was a survey done?** No

**Quality of natural resources - is the property...**

**...undeveloped?** Yes  
Fully Partially

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

**Describe the existing natural resources it contains**

The subject property is currently used as a horse boarding and training facility and includes many outbuildings, large stable with indoor riding arena, gravel parking, a residential structure, pasture and manure storage area. The property is completely surrounded by Lake Rebecca Park Reserve with the exception of about 855' in the northwest corner which is Crow River frontage. The built portion of the property is generally clustered together in the southwest corner of the property with the greater area mostly open and surrounded by mature trees.

**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 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** PTLF Legacy / Council match

Select as many as apply

**Funding source comments, if desired**

**Structures currently on the property**

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

**If yes, are there any habitable structures?** Yes

**Does the property currently contain any revenue-generating businesses?** Yes

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

The current plan is to demolish the house and attached apartment. Staff will be walking the property to see if we can reuse the barns for storage. If they are not in good working order, they will be demolished as well.

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

The house is habitable. However, the owner does not have any interest in keeping the house and Three Rivers is not in the business of selling and moving houses. It would cost more to relocate than to demolish.

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

The property has a house, garages, stable, barns, and a garage that has been turned into an apartment. The current owner boards horses at his facility throughout the year, which is his business. He is retiring from his business, which is why he contacted us to purchase his property.

**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 purchased 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 subject property is currently used as a horse boarding and training facility and includes many outbuildings, large stable with indoor riding arena, gravel parking, a residential structure, pasture and manure storage area. The property is completely surrounded by Lake Rebecca Park Reserve with the exception of about 855' in the northwest corner which is Crow River frontage. The built portion of the property is generally clustered together in the southwest corner of the property with the greater area mostly open and surrounded by mature trees.

Three Rivers is currently evaluating the structures to determine if any offer reuse opportunity particularly for storage. Buildings without reuse potential will be removed and the area returned to natural open space increasing its natural resources value and supporting the adjacent Lake Rebecca natural resources. The park master plan calls for the majority of the park to be restored into a Big Woods forest composition and this property will likely follow suit.

**How will the stewardship implementation be funded?**

With State, Metro, and Three Rivers Park Districts funds.

**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**

Commercial, Residential

Select as many as apply

**Previous land uses**

Select as many as apply

**Adjacent land uses**

Park, Residential

Select as many as apply

**Inspection**

**Does the property contain any of the following?**

Wells, Septic

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	
Gaylord L. Ahrens Et Al. Trust	8680 Rebeca a Prk Trail, Greenfield, MN	32-119-24-22-0002	15.14	06/04/2020	Yes	33A	Greenfield	Hennepin	1		45.078560	-93.746730	
			15										

**Local match**

**Source of local match**

Three Rivers Park District Land Acquisition, Development and Betterment Fund (LADB).

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

Yes

**If yes, how much?**

\$242,500.00

**Grant agreement signatories**

Full name	Title	If this is an attorney, is the signature 'for form only'?
Boe R. Carlson	Superintendent and Secretary to the Board	No
Eric Quiring	General Counsel	No

## Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
<b>Purchase price</b>				
Negotiated purchase price	\$720,000.00	\$324,000.00	\$216,000.00	\$180,000.00
<b>Appraisal expenses</b>				
Appraisal	\$4,242.50	\$1,909.12	\$1,272.75	\$1,060.63
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
<b>Environmental expenses</b>				
Phase I environmental site assessment	\$2,200.00	\$990.00	\$660.00	\$550.00
Phase II environmental site assessment	\$0.00	\$0.00	\$0.00	\$0.00
Environmental contamination remediation	\$10,000.00	\$4,500.00	\$3,000.00	\$2,500.00
<b>Holding expenses</b>				
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Land stewardship	\$215,000.00	\$96,750.00	\$64,500.00	\$53,750.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$2,508.45	\$1,128.80	\$752.54	\$627.11
Legal services and closing costs	\$4,251.05	\$1,912.98	\$1,275.31	\$1,062.76
Property tax equivalency payment-473.341	\$1,350.00	\$607.50	\$405.00	\$337.50
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$2,448.00	\$1,101.60	\$734.40	\$612.00
Title insurance	\$1,000.00	\$450.00	\$300.00	\$250.00
Well disclosure statement	\$1,000.00	\$450.00	\$300.00	\$250.00
Other holding	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other expenses</b>				
Other expenses	\$6,000.00	\$2,700.00	\$1,800.00	\$1,500.00

Totals \$970,000.00 \$436,500.00 \$291,000.00 \$242,500.00

---

**Total Estimated Acquisition Costs**

Totals	Total acquisition cost	Total paid with state funds	Total paid with metro funds	Total paid by agency	Total grant amount
Total Estimated Acquisition Cost (calculated after costs above are entered)	\$970,000.00	\$436,500.00	\$291,000.00	\$242,500.00	\$727,500.00

---

**Required Attachments - Acquisition**

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

**THREE RIVERS PARK DISTRICT  
SPECIAL MEETING**

Meeting Date: 06/04/20 Business Item: New Item Number: **6G**

Division: Planning, Design & Technology Originating Source: Jonathan Vlaming, Assoc. Supt.

Agenda Item: Lake Rebecca Inholding Acquisition Purchase Agreement

---

Superintendent's Recommendation:

MOTION TO APPROVE A PURCHASE AGREEMENT IN THE AMOUNT OF \$720,000 FOR THE ACQUISITION OF 8680 REBECCA PARK TRAIL LOCATED IN THE CITY OF GREENFIELD WITHIN LAKE REBECCA PARK RESERVE AND TO ESTABLISH A PROJECT BUDGET IN THE AMOUNT OF \$970,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION, DEVELOPMENT AND BETTERMENT FUND.

---

The following information was prepared by Kelly Grissman, Director of Planning

Background Information:

Park District staff have been working with the property owner of 8680 Rebecca Park Drive in the City of Greenfield, a critical inholding at Lake Rebecca Park Reserve, for about a year and half (**Reference 6G-1**). This 15.14-acre property is an active horse boarding facility directly on the Crow River with a residential structure, large stable, numerous outbuildings and fenced pastures and riding areas. The property also includes manure storage which is customary for this type of property use and is something Three Rivers natural resources staff would like to see removed from the property due to its proximity to the Crow River. The property has X,XXX feet of frontage along the Crow River, and is surrounded by Three Rivers land on all sides, not including County Road 50 right-of-way.

The property was recently appraised, and the owner is now interested in selling. Due to its status as a critical inholding, and availability of acquisition grant funding, staff immediately prepared a purchase agreement reflecting the appraised value of \$720,000 which was signed by the property owner and is now available for Board consideration and approval (**Reference 6G-2**).

Consistent with other purchase agreements, the purchase agreement includes several standard contingencies to reflect acquisition rules and processes Three Rivers is required to follow, including but not limited to, municipal consent, partial funding by the Metropolitan Council, environmental assessment and similar. Staff will reach out to Greenfield to commence the municipal consent process immediately following Board approval of the purchase agreement.

Due to the timing of the appraisal, quick turnaround of the purchase agreement and the rescheduled Board meeting, staff are still evaluating the demolition and long-term stewardship plan for the property. Staff are evaluating the buildings to determine if any can be saved for storage, as this is a Park District need in this area. In addition, staff still need



to conduct an environmental assessment and determine if the City is interested in conducting practice burns for any of the buildings that may be slated for removal. These variables, as well as the number of buildings on the property, call for establishing a more conservative project budget for all related acquisition costs in the amount \$250,000 for a total project budget of \$970,000.

### **Funding**

The estimated total acquisition cost of \$970,000 includes the purchase cost, appraisal, environmental assessment work, land stewardship/demolition/restoration, legal fees and title commitment/insurance. The acquisition is eligible for up to 75% (\$727,500) reimbursement from the Metropolitan Council Park Acquisition Grant Fund. The Metropolitan Council's current funding capacity is about \$1 million. This is adequate to support this acquisition; however, it is critical to request acquisition funding support as soon as possible as the funding is operated on a first come, first serve basis. This is why staff recommend moving forward with the acquisition and determination of the project budget prior to the finalization of the demolition and stewardship scope of work.

The balance (\$242,500) of the acquisition funding will come from the Land Acquisition Development and Betterment fund which has adequate balance to support this funding request.

Similar to other acquisitions, staff will request that the local match be eligible for future reimbursement from the Metropolitan Council's Capital Improvement Program.

### Relationship to the Vision Plan

The Request for Action supports the following element(s) of the Vision Plan:

- Inspire people to recreate
- Connect people to nature
- Collaborate across boundaries

### Relationship to the Policy Statement

The Request for Action supports the following element(s) of the Policy Statement:

- Policy VII – Land Acquisition
  - A. Method of Acquisition

## **G. Lake Rebecca Inholding Acquisition Purchase Agreement**

MOTION by Beard, seconded by Freeman, TO APPROVE A PURCHASE AGREEMENT IN THE AMOUNT OF \$720,000 FOR THE ACQUISITION OF 8680 REBECCA PARK TRAIL LOCATED IN THE CITY OF GREENFIELD WITHIN LAKE REBECCA PARK RESERVE AND TO ESTABLISH A PROJECT BUDGET IN THE AMOUNT OF \$970,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION, DEVELOPMENT AND BETTERMENT FUND.

Antolak  
Beard

Aye  
Aye

DeJournett  
Freeman  
Gibbs

Aye  
Aye  
Aye

Kay  
Gunyou, Chair

Aye  
Aye

**MOTION ADOPTED**

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** ("Agreement") is entered into by and between **Three Rivers Park District**, a public corporation and political subdivision of the State of Minnesota ("Buyer") and **Gaylord L. Ahrens Et. Al Trust**, ("Seller").

### RECITALS

**WHEREAS**, Buyer is a political subdivision of the State of Minnesota, whose primary duties are acquisition, development and maintenance of large parks, wildlife sanctuaries or other reservations, and means for public access to historic sites and to lakes, rivers and streams and to other natural phenomena, and to acquire, establish, operate and maintain trail systems; and

**WHEREAS**, Seller owns property located at 8680 Rebecca Park Trail, Greenfield, Minnesota, legally described on Exhibit A hereto ("Subject Property"), containing approximately 15.14 acres; and

**WHEREAS**, Seller and Buyer wish to enter into an agreement for the conveyance of the Subject Property from Sellers to Buyer.

**NOW THEREFORE**, for and in consideration of the above premises and the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Conveyance**. Seller hereby agrees to convey to Buyer and Buyer agrees to accept from Seller the Subject Property together with all improvements and fixtures.

**2. Consideration**. In consideration of the conveyance, transfer and delivery by the Seller to the Buyer of the Subject Property, the Buyer shall pay to the Seller the sum of Seven Hundred Twenty Thousand Dollars (\$720,000.00) ("Purchase Price") at Closing.

**3. Deed/Marketable Title**. Subject to performance by the Buyer, Seller agrees to execute and deliver a Trustee Deed in recordable form conveying marketable title to Subject Property subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations; and
- (b) Reservation of any minerals or mineral rights to the State of Minnesota.

**4. Real Estate Taxes**. Real estate taxes due and payable in the year of Closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of Closing. Seller shall pay the prorated portion of the real estate taxes up to and including the date prior to the date of Closing. Buyer shall pay its prorated portion of the real estate taxes from and after the date of Closing. Real estate taxes payable in the years prior to Closing shall be paid by Seller on or before the date of Closing. Real estate taxes payable in the years subsequent to Closing shall be paid by Buyer.

**5. Special Assessments.** Seller shall pay on or before the date of Closing all special assessments levied or pending against the Subject Property as of the date of Closing.

**6. Prorations.** Except as otherwise provided herein, all items customarily prorated and adjusted in connection with the Closing of the sale of the Subject Property shall be prorated as of the date of Closing. It shall be assumed that the Buyer will own the property for the entire date of the Closing.

**7. Damages To Real Property.** Except for Buyer's inspection activities pursuant to Section 8(d), if there is any loss or damage to the Subject Property between the date hereof and the date of Closing, for any reason, the risk of loss shall be on the Seller. Seller shall notify Buyer of loss or damage to the Subject Property promptly upon such occurrence. If the Subject Property is destroyed or damaged before the Closing, this Agreement shall become null and void, at Buyer's sole option. Buyer shall have the right to terminate this Agreement within 30 days after Seller notifies Buyer of such damage. If Buyer elects to not terminate this Agreement, the proceeds of all insurance covering the Subject Property conveyed by this Agreement payable by reason of such damage or destruction shall be paid to the Buyer.

**8. Title and Documents.**

(a) Documents and Information to be provided. Within 15 days after the acceptance of this Agreement by the parties hereto, Seller shall provide Buyer with the following:

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

(b) Title Commitment. Buyer agrees to obtain an owner's title commitment. Buyer shall pay the title commitment fee and shall pay the premium for any title insurance desired by Buyer.

(c) Review of Commitment. Buyer shall have 30 days after receipt of the title commitment within which to object to the contents. If said objections are not made in writing within such time period, Buyer shall be deemed to have waived such objections. If Buyer objects to the contents of the title documents, Sellers shall have 90 days from the date of such objections to make title marketable. If title is not made marketable within 90 days, this Agreement shall be null and void at the sole option of Buyer and neither party shall have any further obligation under this Agreement.

(d) Inspections; Document Review. With respect to all of the above items other than the title documents, Buyer shall have 90 days after delivery of the foregoing to Buyer during which to inspect all such items. Further, Buyer may inspect the Subject Property and conduct such other and further inspections or other review as seems necessary by Buyer during such period. If such review and/or inspection by the Buyer shall be unsatisfactory to Buyer, Buyer shall notify Seller within such time period, and this Agreement shall be null and void at the sole discretion of the Buyer. If said period should expire without notice of Buyer's intention to terminate this Agreement, then this Agreement shall be considered in full force and effect and Buyer shall be deemed to have waived any objections based upon such review and inspection. Seller hereby grants Buyer and/or its agents the right to enter upon the Subject Property for the purpose of inspection and to prepare topographical studies, planning, surveys, soil tests and other engineering studies, and environmental inspection and testing that may be deemed necessary; provided however that Buyer shall pay all costs thereof and shall protect, defend, indemnify, save and hold Seller and Subject Property harmless from and against any and all costs, damages and liabilities arising from entry upon inspection or testing of Subject Property, including but not limited to costs, damages and liabilities arising from mechanics, materialmens and other liens filed against Subject Property in connection with work performed or material furnished by or at the direction of Buyer and also any legal fees and court costs that may be expended or incurred in defending or releasing such liens. Notwithstanding anything to the contrary herein, this indemnification shall survive termination or cancellation of this Agreement.

**9. Environmental.** To Seller's knowledge, and except as disclosed in the reports and other documents provided to Buyer, Seller's operations are in compliance with all applicable federal, state and local statutes, laws, rules, regulations, ordinances, orders, judicial or administrative decisions of any governmental authority or court of competent jurisdiction in effect and in each case, if applicable, as amended as of the Closing relating to (a) pollution of the environment, (b) a Release, as defined below, or threatened Release of Hazardous Materials, as defined below, or (c) the handling, storage, transport or disposal of Hazardous Materials (collectively, "Environmental Laws").

During the period of Seller's ownership of the Subject Property, to the Seller's knowledge, and except as disclosed in the reports and other documents provided to the Buyer (a) there has been no Release, as defined below, of any Hazardous Materials, as defined below, on the Subject Property, and (b) there have not been, and Seller has not received any notices from any governmental authority of any underground storage tanks on the Subject Property. For purposes of this Agreement, "Release" shall mean, in violation of applicable Environmental Laws, depositing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping or placing and other similar actions into or upon any land, water or air, or otherwise entering into the environment, and "Hazardous Materials" shall mean (a) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "toxic substances," "pollutant or contaminant" or words of similar import, under applicable Environmental Laws; (b) any petroleum or petroleum products, natural or synthetic gas, radioactive materials, polychlorinate, biphenyls, asbestos in any form that is friable, urea formaldehyde foam insulation or radon, and (c) any other chemical, material or substance,

the handling, storage, transport or disposal of which is prohibited, limited or regulated by any governmental authority under applicable Environmental Laws.

Seller has disclosed to the Buyer all reports and other documents in Seller's possession concerning environmental matters relating to the Subject Property. To Seller's knowledge there are no existing claims or causes of action, and there are no pending claims regarding the Subject Property against the Subject Property or Seller involving the violation of Environmental Laws, and Seller has no such claims against third parties.

Seller shall indemnify and hold Buyer harmless from and against any and all claims brought under Environmental Laws pertaining to conditions in existence and known to Seller prior to conveyance to Buyer.

**10. Seller's Warranties.** As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Seller represents and warrants to and covenant with Buyer that to the best of Seller's knowledge at the time of Closing there are no persons in possession of the property, including, but not limited to tenants, licensees, or permittees.

**11. Defaults/Right to Terminate.** In addition to the other rights to terminate this Agreement granted to each of the parties pursuant to this Agreement, either party may cancel this Agreement upon 30 day's written notice to the other party at any such time as such other party is in default of its agreements hereunder and remains in such default for 30 days following the written notice of such default.

**12. Due Authorization.** Seller and Buyer hereby represent to the other that each has the requisite power and authority to execute this Agreement and the documents referred to herein and to perform its obligations hereunder and thereunder; and the individuals executing this Agreement and all such other documents that have a legal power, right and actual authority to bind each of the parties hereto to the terms and conditions of the Agreement and all other such documents. Further, each of the parties to this Agreement hereby represents to the other that its execution and performance of this Agreement and all other documents referred to herein shall not violate any applicable statute, ordinance, governmental restriction or regulation, or any prior restriction or agreement.

**13. Closing; Contingencies.**

(a) Performance at Closing. Subject to satisfaction of Paragraphs 8 and 13(b) hereof, the Closing of the transaction contemplated by this Agreement shall take place at 3000 Xenium Lane North, Plymouth, MN 55441 on October 1, 2020 or at such other time as may be agreed upon between the parties.

(i) At the Closing Seller shall:

- (a) sign an Affidavit of Seller confirming the absence of judgments, mechanics liens and unrecorded interests against the Subject Property not disclosed herein;
- (b) deliver any documents necessary to clear title in accordance with this Agreement, if any;

- (c) sign the well disclosure statement required by Minnesota Statutes §103I.235,
  - (d) sign the Trustee Deed, and
  - (e) pay the deed tax.
- (ii) At the Closing, Buyer shall:
  - (a) pay the title commitment fee, if not paid pursuant to paragraph 8(b);
  - (b) pay the premium for title insurance, if desired by Buyer;
  - (c) pay any and all other Closing costs including all filing fees; and
  - (d) Pay to the Seller the Purchase Price for the conveyance, transfer and delivery of the Subject Property to the Buyer.
- (b) Contingencies. Notwithstanding the foregoing, the parties to this Agreement acknowledge that the Closing is expressly subject to the following contingencies and that following the completion of each contingency Buyer shall notify Seller in writing of contingency satisfaction:
  - (i) Buyer shall obtain consent of the City of Greenfield to its acquisition of the Subject Property pursuant to Minn. Stat. §398.09(b)(1);
  - (ii) Buyer shall obtain all other consents required from governmental or other regulatory authorities;
  - (iii) Buyer shall have the right, at its sole discretion, to terminate this Agreement based on the environmental inspection findings which will occur within the 90-day inspection window or in the event any storage, dumping or release of hazardous materials, chemicals, pollution or similar occurs after the 90-day inspection window;
  - (iv) This Agreement and the obligations of Buyer hereunder are strictly contingent upon approval of this Agreement by Buyer's Board of Commissioners; and
  - (v) Approval of reimbursement to Buyer by Metropolitan Council.

Any failure to satisfy any contingency contained herein with the exception of satisfactorily completing a contingency within the agreed upon timeframes shall render this Agreement null and void and the parties shall execute any instruments necessary to cancel this Agreement.

**14. Condemnation.** In the event of the initiation of proceedings for condemnation (or sale in lieu thereof) of any portion of the Subject Property prior to Closing, Buyer shall have the right to cancel this Agreement, in which case this Agreement shall be deemed null and void and neither of the parties shall have any further obligations. Conversely, Buyer may elect to purchase Subject Property and close the transaction notwithstanding such proceedings and, if Buyer shall so elect, all awards or payments made for such portion of Subject Property by the condemning authority to which Seller is entitled shall be paid to Buyer and Buyer shall proceed to close the transactions herein and pay the full Purchase Price to Seller.

**15. Possession.** Seller shall deliver possession of the Subject Property on the date of Closing.

**16. Representations and Warranties.** The obligations of the Buyer under this Purchase Agreement are contingent on the representations and warranties of Seller contained in this Purchase Agreement which must be true as of the date of this Agreement and on the date of Closing. All representations of the parties hereto shall survive Closing and delivery of the deed.

**17. No Intent to Acquire by Condemnation.** Buyer and Seller agree that Buyer has not indicated an intent to acquire the Subject Property through eminent domain.

**18. Time.** Time is of the essence for performance of the terms of this Agreement.

**19. Binding Effect.** The provisions of this Agreement shall inure to the benefit and shall be binding on representatives, successors and assigns of the parties hereto, provided that neither party hereto shall have the right to assign its rights or obligations hereunder without the prior consent of the other party.

**20. Waivers.** No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing. Any party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

**21. Amendment.** No amendment of this Agreement shall be effective unless set forth in writing expressing the intent to so amend and signed by both parties.

**22. Notices.** Any notices to be provided pursuant to the terms of this Agreement shall be in writing and shall be given by personal delivery or by express courier or by deposit in U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Buyer or Seller at the addresses set forth below or at such other address as either party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date notice is sent by express courier or U.S. Mail if otherwise.

If to Seller:  
Gaylord Ahrens

8680 Rebecca Park Trail  
Greenfield, MN 55373

If to Buyer:

Three Rivers Park District  
Office of the Superintendent  
c/o General Counsel  
3000 Xenium Lane North  
Plymouth, MN 55441

**23. Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

**24. Survival of Covenants.** All covenants, agreements, representations and warranties contained herein shall survive delivery of the deed from Seller to Buyer and be enforceable by Seller or Buyer after delivery of the deed.

**25. Entire Agreement.** This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings, and representations between the parties regarding the Subject Property.

**26. Brokers.** No brokers are involved in this real estate transaction.

**27. Disclosures.** Seller makes the following disclosures to Buyer:

- (a) Seller is not a foreign person for purposes of income taxation, and Seller will provide Buyer with a FIRPTA Affidavit at Closing.
- (b) Seller is not aware of any methamphetamine production that has occurred on the Subject Property.
- (c) Seller is not aware of any human remains, burials or cemeteries located on the Subject Property.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. The effective date of this Agreement shall be the latest date beside the signatory lines below.

**THREE RIVERS PARK DISTRICT**, a public corporation and political subdivision of the State of Minnesota

Dated: 06/05/2020

By John Gunyou  
John Gunyou, Board Chair

Dated: 06/05/2020

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

**SELLER:**

Dated: May 25, 2020

By Gaylord Ahrens  
Gaylord J. Ahrens, Trustee

**EXHIBIT A**

**Legal Description of Subject Property**

That part of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 119, Range 24, lying Northerly of County Road 50

AND

Lot 1 and Part of Lot 2, Auditors Subdivision 199, of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 119, Range 24, lying Northerly of a line described commencing at the Northeast corner of said Northeast 1/4 thereon an assumed bearing of South along the easterly line thereof 388.3 feet to the point of beginning of said line thence North 89 degrees 15 minutes West to the westerly line of said Lot 2 and there terminating and lying westerly of the southerly extension of the east line of said lot 2 except the road.

Property Identification Number: 32-119-24-22-0002

Document Reference : 34bbfe6c-53de-49f7-b5f4-d2360e1bd3e8  
Document Title : Ahrens Purchase Agreement  
Document Region : Northern Virginia  
Sender Name : Linda Ziegler  
Sender Email : linda.ziegler@threeriversparks.org  
Total Document Pages : 9  
Secondary Security : Not Required  
Participants

1. John Gunyou (john@gunyou.com)
2. Boe Carlson (boe.carlson@threeriversparks.org)

CC

1. kelly.grissman@threeriversparks.org
2. heather.kuikka@threeriversparks.org

## Document History

Timestamp	Description
06/05/2020 08:25AM CDT	Document sent by Linda Ziegler (linda.ziegler@threeriversparks.org).
06/05/2020 08:25AM CDT	Email sent to John Gunyou (john@gunyou.com).
06/05/2020 08:25AM CDT	Email sent to Linda Ziegler (linda.ziegler@threeriversparks.org).
06/05/2020 08:26AM CDT	Document viewed by John Gunyou (john@gunyou.com). 75.72.73.220 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_4) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/83.0.4103.61 Safari/537.36
06/05/2020 08:26AM CDT	John Gunyou (john@gunyou.com) has agreed to terms of service and to do business electronically with Linda Ziegler (linda.ziegler@threeriversparks.org). 75.72.73.220 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_4) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/83.0.4103.61 Safari/537.36
06/05/2020 08:26AM CDT	Signed by John Gunyou (john@gunyou.com). 75.72.73.220 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_4) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/83.0.4103.61 Safari/537.36
06/05/2020 08:26AM CDT	Email sent to Boe Carlson (boe.carlson@threeriversparks.org).
06/05/2020 08:29AM CDT	Document viewed by Boe Carlson (boe.carlson@threeriversparks.org). 65.126.91.226 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3282.140 Safari/537.36 Edge/18.17763
06/05/2020 08:30AM CDT	Boe Carlson (boe.carlson@threeriversparks.org) has agreed to terms of service and to do business electronically with Linda Ziegler (linda.ziegler@threeriversparks.org). 65.126.91.226 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3282.140 Safari/537.36 Edge/18.17763
06/05/2020 08:30AM CDT	Signed by Boe Carlson

---

## Document History

Timestamp	Description
06/05/2020 08:30AM CDT	(boe.carlson@threeriversparks.org). 65.126.91.226 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3282.140 Safari/537.36 Edge/18.17763 Document copy sent to John Gunyou (john@gunyou.com).

**CITY OF GREENFIELD  
RESOLUTION NO. 20-26**

**A RESOLUTION OF SUPPORT  
FOR THE ACQUISITION OF 8680 REBECCA PARK TRAIL WITHIN  
LAKE REBECCA PARK RESERVE IN THE CITY OF GREENFIELD**

**WHEREAS**, the City of Greenfield (City) recognizes Lake Rebecca Park Reserve as an important component of the regional parks system that serves residents of the City and the region; and

**WHEREAS**, the City recognizes that the 15.14-acre parcel located at 8680 Rebecca Park Trail, Greenfield, MN is within the Master Plan Boundaries of Lake Rebecca Regional Park; and

**WHEREAS**, The City of Greenfield recognizes that the owners of the property at 8680 Rebecca Park Trail, Greenfield, MN are willing sellers, with the sellers initiating the request for the Park District to purchase their property; and

**WHEREAS**, The Park District has a purchase agreement in place to acquire the aforementioned property; and

**WHEREAS**, the Property is further described:

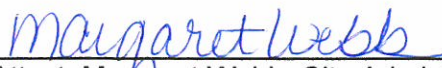
8680 Rebecca Park Trail, Greenfield MN  
Property Identification Number: 32-119-24-22-0002


Legal Description:

UNPLATTED 32 119 24 THAT PART OF THE NW 1/4 OF NW 1/4 SEC 32 T 119 R 24 LYING NLY OF CO RD NO 50 ALSO LOT 1 AUD SUBD NO 199 ALSO THAT PART OF LOT 2 THOF AND OF NE ¼ OF (PARTIAL MEETS & BOUNDS), HENNEPIN COUNTY, MINNESOTA.

**THEREFORE, BE IT RESOLVED**, that the City supports the Park District's acquisition of 8680 Rebecca Park Trail in Greenfield, MN located in the Lake Rebecca Park Reserve Master Plan.

Adopted this 16th day of June, 2020.

  
Attest: Margaret Webb, City Administrator-Clerk

  
Mayor Brad Johnson

**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

Fee Owner: Gaylord L. Ahrens Et Al. Trust

Location: 8680 Rebecca Park Trail  
Greenfield, Minnesota

Date of Valuation: April 16, 2020

Dates of Inspection: February 6, 2019 and April 16, 2020

Property Appraised: Real Property

Rights & Interests Appraised: Fee Simple Market Value

Zoning: Actual  
PKS, Parks / Shoreland Overlay District

Assumed\*  
RR, Rural Residential District

\*The existing zoning restricts the economic use of the site. As such, we have disregarded the current zoning for purposes of the highest and best use, as vacant, analysis. The assumed zoning is based on the zoning and existing land uses of similar rural areas of Greenfield.

Guiding: Actual  
2030 Future Land Use Plan - Parks  
2040 Future Land Use Plan – Public Park and Open Space

Property Description: The subject consists of a 15.14-acre tract of land, net of existing right-of-way. The property is located in western Hennepin County, surrounded by Lake Rebecca Park Reserve, between Rebecca Park Trail (County Road 50) and the Crow River. The property is undulating with a mixture of open and treed areas, with a creek that traverses the westerly portion of the property from south to north.

**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

(CONTINUED)

Description of Improvements: The property is improved with a 2,355 SF single-family home. Under the same roofline, but detached from the primary residence, is an apartment and a two-stall garage. There is also a detached one-stall garage and a one-and-a-half-stall detached garage. There is an equestrian facility (arena, stalls and storage) that totals 22,630 SF. Other site improvements include fencing/pasture areas and outdoor arena.

NOTE: The description of the improvements is based on Hennepin County records and an inspection of the property.

Highest and Best Use

As Vacant: Residential development on a rural site

As Improved: Continued use as currently improved

Site Area: 15.14 Acres

Value Conclusion: \$720,000

Note: The value conclusion assumes that no Native American mounds or ceremonial site(s) exist on the property. However, if any Native American mounds or ceremonial site(s) are identified on the subject property, the assignment results may be different.