

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: February 18, 2025 For the Metropolitan Council: February 26, 2025

Business Item: 2025-47

Big Marine Park Reserve, Park Acquisition Opportunity Fund Award (Booren), Washington County

District(s), Member(s):	District F, Cecily Harris District 11, Gail Cederberg
Policy/Legal Reference:	Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; 2040 <i>Regional Parks Policy Plan</i> , Chapter 4, Siting and Acquisition Policy- Strategy 1; Chapter 5, Planning Policy- Strategy 1; Chapter 8, Finance Policy- Strategy 7. FM 15-2 Grant/Loan Approval Policy, FM 14-2 Expenditures for the Procurement of Goods and Services Policy.
Staff Prepared/Presented:	Jessica Lee, Planning Analyst, 651-602-1621
Division/Department:	Community Development / Regional Planning

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$1,300,682 from the Park Acquisition Opportunity Fund to Washington County to acquire an 80-acre parcel located in the southeast quadrant of 180th Street and Manning Trail in Marine-on-St. Croix, MN, for the Big Marine Park Reserve.
2. Authorize the Executive Director of Community Development to execute the grant agreement and restrictive covenant on behalf of the Council.

Background

Regional Park Implementing Agency and Project Request

Washington County requested a Park Acquisition Opportunity Fund (PAOF) grant on December 6, 2024, to fund the acquisition of an 80-acre parcel for the Big Marine Park Reserve. A copy of the Agency's request is attached to this item as Exhibit 2 with application details in Exhibit 3.

Big Marine Park Reserve is known for its excellent natural resources, with high-quality upland, shoreland, and wetland wildlife habitat in the northern part of Washington County (see Exhibit 1, Figures 1 and 2). The Park Reserve also provides a substantial ecological buffer around a significant portion of Big Marine Lake (see Exhibit 1, Figure 3).

Subject Property

The subject property is within the Council-approved boundary of the Big Marine Park Reserve. The property contains a mix of agricultural land and hardwoods with over 12 acres of wetlands and ponds that provide important habitat for wildlife.

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 by matching every \$3 in state funds with \$2 in Council funds. The \$3 to \$2 match is required at the program level, not the individual project level.

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 subject property is \$1,715,000, and the Seller has agreed to that amount. See Exhibit 4 for more information on the appraisal. The total project cost including legal fees, environmental assessments, stewardship, taxes, and appraisal is \$1,734,243, as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$1,715,000
Appraisal, legal fees, taxes, closing costs	\$16,143
Environmental assessments, phases I	\$2,100
Stewardship	\$1,000
Total Costs	\$1,734,243
Grant structure	
Grant amount	\$1,300,682
Local match	\$433,561

Acquisition Details

This is a straightforward fee title acquisition. There is a 120-foot pipeline easement on the southwest portion of the property that will not impede the restoration of the property or the recreational opportunities of the park reserve.

Rationale

Council staff conduct the 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

This acquisition is consistent with:

- The Environment and Natural Resources Trust Fund
- The Parks and Trails Legacy Fund
- 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 long-range plan. The Council approved the Big Marine Park Reserve long-range plan in 2021 and a long-range plan amendment in 2021 ([Business Item 2021-223](#)). The proposed acquisition is within the boundaries of the approved long-range plan.
 - Siting and Acquisition Strategy 1 prioritizes the acquisition of lands with natural resource features, access to water, and/or restoration potential for the Regional Parks System. The subject property is necessary to complete the Big Marine Park Reserve and has 80 acres



of woodlands, wetlands, and land that will be restored for natural resources.

- Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park and Trail lands and matching every \$3 in state funds with \$2 in Council bonds.

Thrive Lens Analysis

This request is consistent with *Thrive MSP 2040*'s Livability and Stewardship outcomes. The Council's investment in the Big Marine Park Reserve will provide additional access to nature and the outdoors and enhance quality of life in the region.

Funding

The Council will fund the 75% share with the Environment and Natural Resources Trust Fund, the Parks and Trails Legacy Fund, and Council funds. The PAOF program has available funds in the Council's Authorized Capital Program.

Washington County will provide a local match of \$433,561.

Exhibit List

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



Exhibit 1 – Images

Figure 1. Map of the Regional Parks System with the location of Big Marine Park Reserve starred.

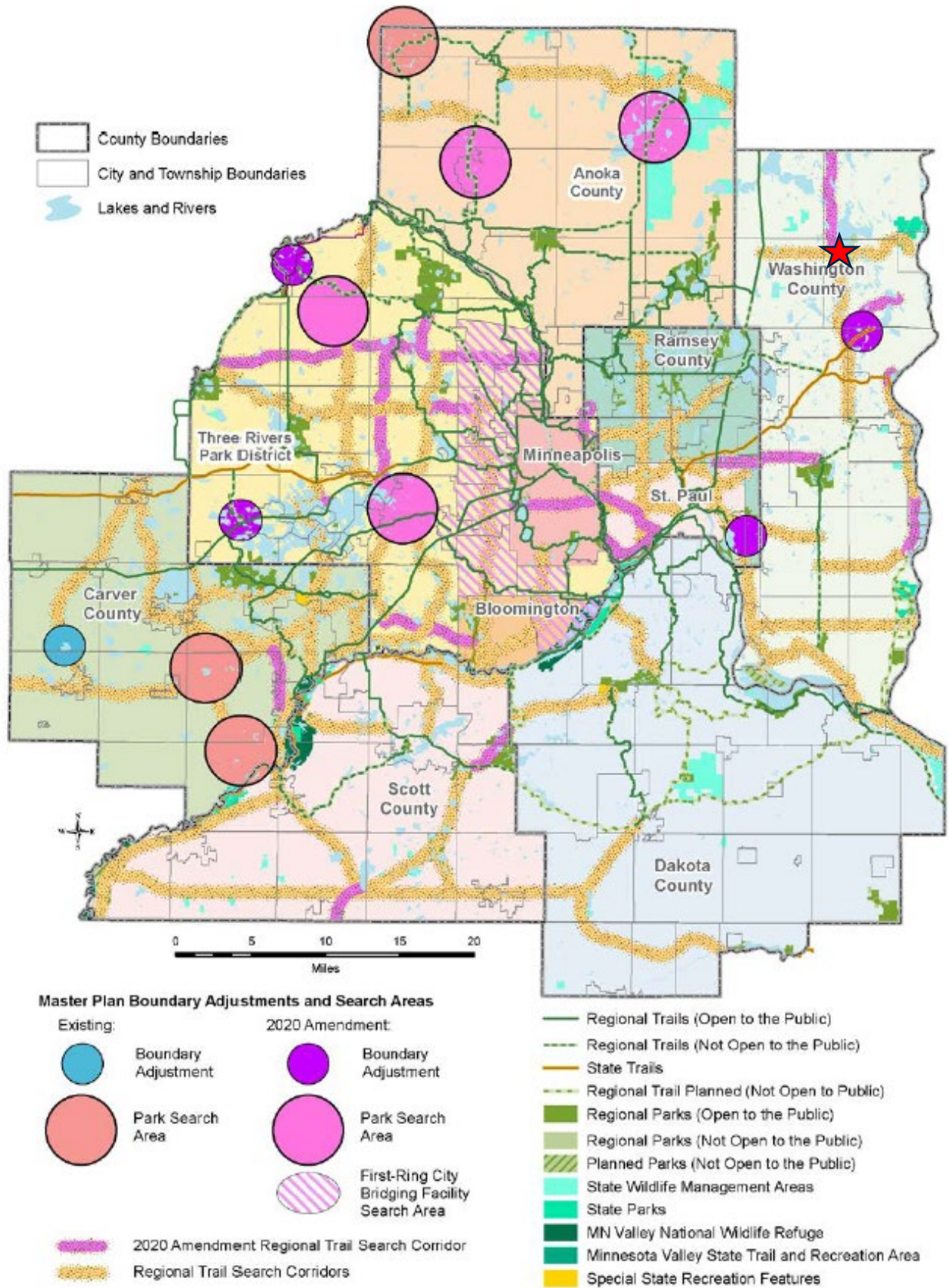


Figure 2. Map of the Washington County Regional Parks and Trails System with the location of Big Marine Park Reserve circled.

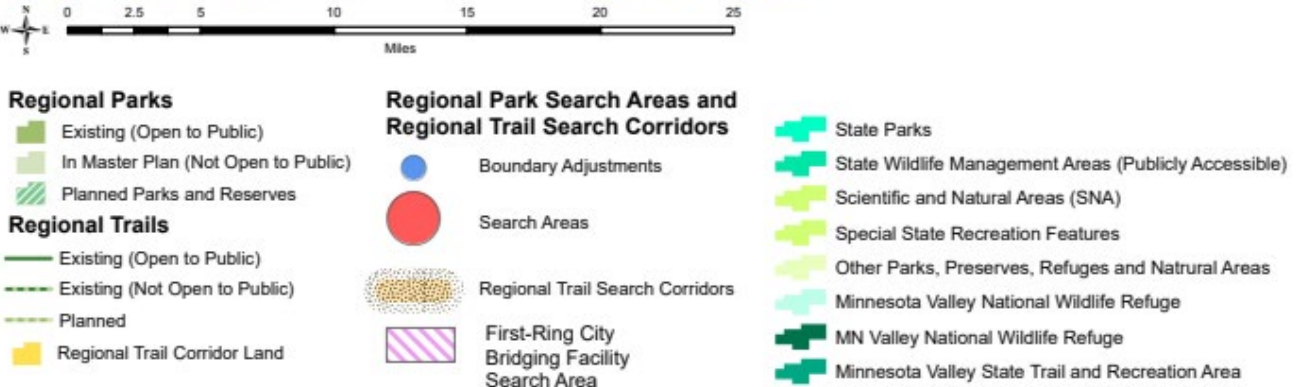
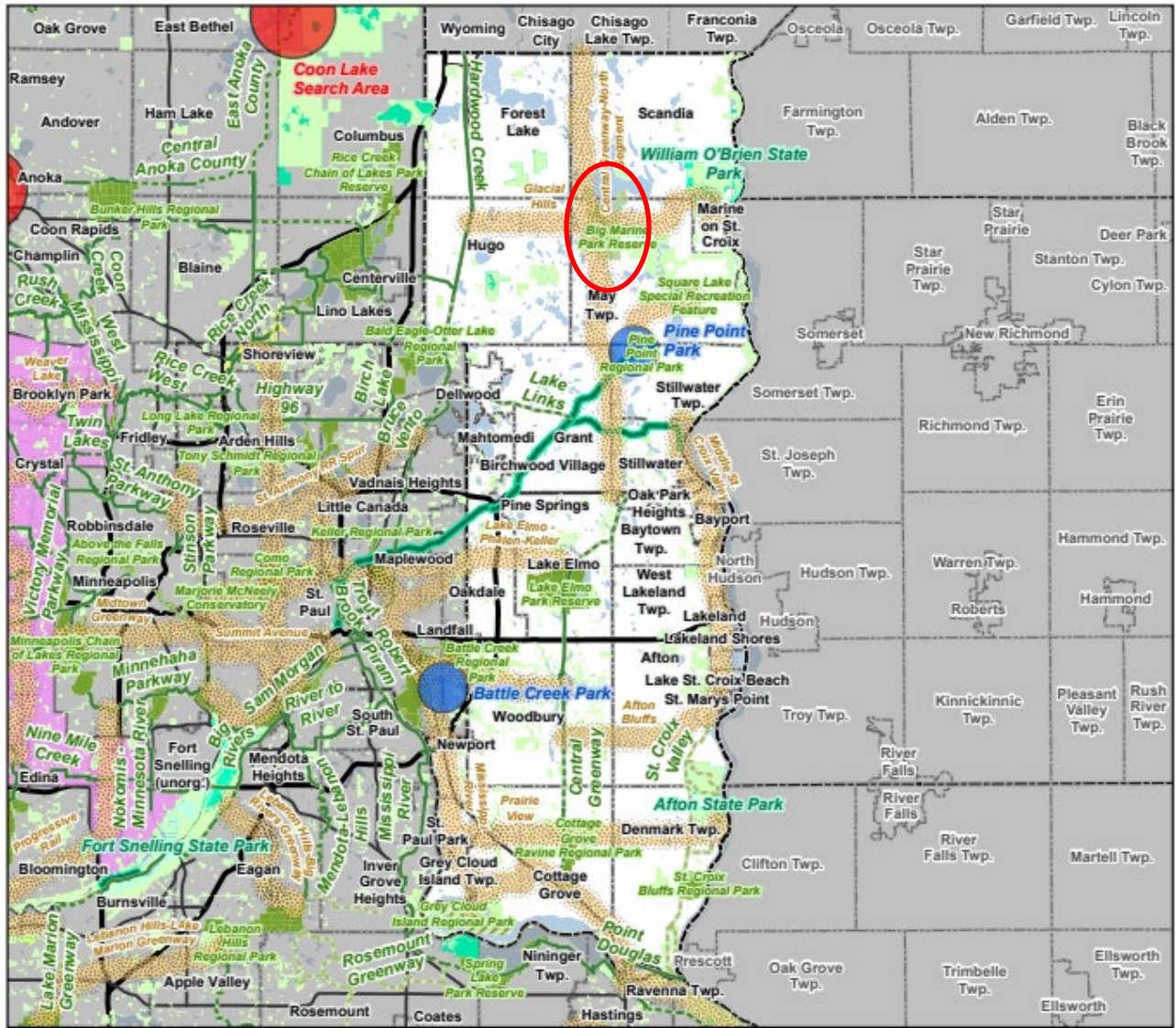


Figure 3. Map of Big Marine Park Reserve with the subject property colored in blue.

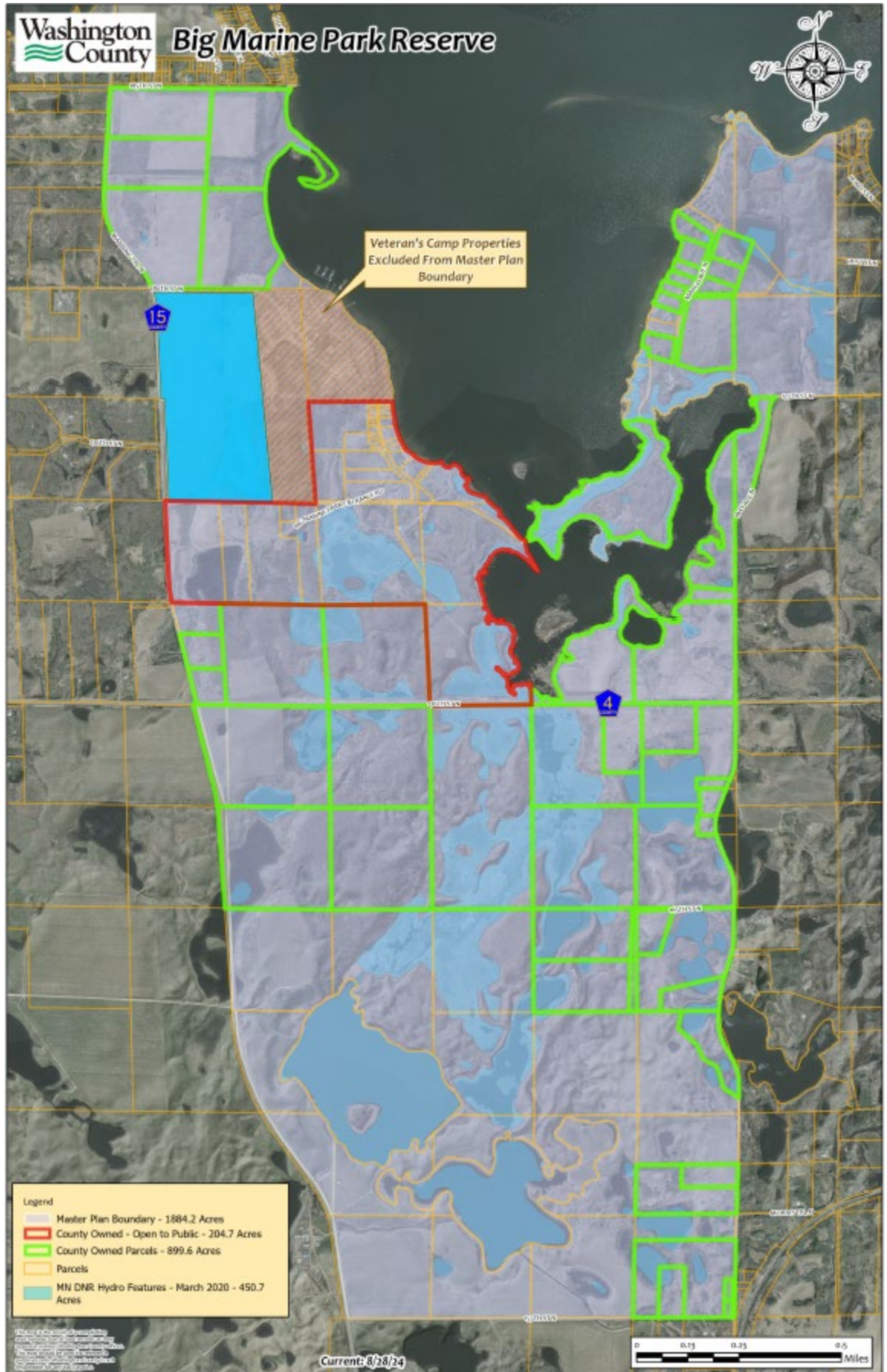


Figure 4. Aerial image of the Booren property within the Big Marine Park Reserve.



Exhibit 2: Grant request letter



PUBLIC WORKS

Wayne Sandberg, P.E., Director, County Engineer
Frank D. Ticknor, P.E., Deputy Director

December 6, 2024

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

RE: Request for Acquisition Opportunity Grant Funds for Purchase of the Booren Trust Property - in Big Marine Park Reserve

Dear Jessica,

Washington County requests that Metropolitan Council consider providing acquisition opportunity grant funds for the purchase of the Booren Trust property within the boundary of Big Marine Park Reserve in May Township. This property is vacant land with no improvements. The agreed upon price is the same as the appraised value.

This offer presented here has been signed by both the landowner and the Washington County Board on December 3, 2024. Funding for this project is requested to be 75% from Metropolitan Council's Acquisition Opportunity Fund with remaining 25% funded by Washington County funds.

Estimated Acquisition Costs:

Purchase Price	\$1,715,000.00
Estimated costs related to purchase	\$ 19,243.00

	\$1,734,243.00

Proposed Revenue Sources:

Acquisition Opportunity Fund (75%)	\$1,300,682.25
Washington County (25%)	\$ 433,560.75

	\$1,734,243.00

We understand that there are funds available for the 2025 fiscal year and hope to be able to use said funds. If the funds are not available, we request that this acquisition be funded in the 2026 fiscal year. We anticipate closing this after June 2025.

A great place to live, work and play...today and tomorrow

North Shop | 11660 Myeron Road North | Stillwater, MN 55082-9537
P: 651-430-4300 | F: 651-430-4350 | TTY: 651-430-6246
www.co.washington.mn.us

Washington County is an equal opportunity organization and employer

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December 6, 2024

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Sharon M. Price". The signature is written in a cursive style with a large initial "S".

Sharon M. Price
Property Acquisition Manager

cc: Alex McKinney, Parks Director

Exhibit 3: Grant application



Application

21274 - FY2025 Park Acquisition Opportunity Fund Program
22581 - Big Marine Park Reserve - Booren Property
Parks Grants Acquisition

Status: Under Review
Submitted Date: 12/06/2024 1:12 PM

Primary Contact

Feel free to edit your profile anytime your information changes. Create your own personal alerts using [My Alerts](#).

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

Title: Land Acquisition

Department:

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

Address: 11660 Myeron Road N.

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

651-430-4391
Phone Ext.

Fax:

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

Organization Information

Name: WASHINGTON CTY

Jurisdictional Agency (if different):

Organization Type:

Organization Website:

Address: PUBLIC WORKS
11660 MYERON RD

County: Washington

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

651-430-4325
Ext.

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 Big Marine PR-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 Big Marine Park Reserve 08/03/2010
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

06/30/2025

Format: mmm/yyyy (Do not enter any punctuation.)

Type of agreement

Purchase Agreement

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

Date agreement expires

Format: mmm/yyyy (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?

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

07/24/2024

Appraised value

\$1,715,000.00

Amount being offered the seller (net of closing and other costs)

\$1,715,000.00

100.0%

% of appraised value

Who performed the appraisal?

Dwight W. Dahlen

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

Washington County

Survey

Was a survey done?

No

Quality of natural resources - is the property...

...undeveloped?

Yes

Fully

Partially

...wooded?

Fully

Yes

Partially

...shoreline?

Fully

Partially

Describe the existing natural resources it contains

Big Marine Park Reserve is comprised of diverse natural systems with many lakes and wetlands throughout. This parcel contains a mix of agricultural and hardwoods with wetlands and ponds that provide important habitat for wildlife used for nesting, foraging and a travel corridor.

Known opposition

Is the Agency aware of any opposition to this acquisition?

No

If yes, explain:

Encumbrances

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

If yes, describe.

Are there easements or other encumbrances on any part of the property? 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://metrocouncil.org/Parks/Publications-And-Resources/POLICY-PLANS/2040-Regional-Parks-Policy-Plan.aspx>; for ENRTF fee title acquisition project requirements, see http://www.lccmr.leg.mn/pm_info/enrtf_fee-title-acquisition-project-requirements.pdf

The Council will review your project specifics and work with you to determine the optimal funding source(s).

Anticipated funding source

Select as many as apply

Funding source comments, if desired

Structures currently on the property

Does the property contain ANY structures? No

If yes, are there any habitable structures? No

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

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

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

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

Portion of the property is currently leased for agricultural use. That will cease upon the acquisition of this property by Washington County.

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.

The entire approximate 80 acres could be eligible for ENRTF funds as it contains no structures.

Stewardship and minimal access

Describe the stewardship plan.

The Robin L. Booren Trust property contains various types of natural resources and the plan surrounding this area to manage what would include prairie restoration, wetland and shoreland restoration. The first step in making this transition would be by planting vegetation in the disturbed areas. The initial vegetation planted would be a wildlife cover to stabilize the site. Longer term restoration efforts over this area would consist of plantings consistent within the Big Marine Park Reserve master plan.

How will the stewardship implementation be funded?

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

Are you requesting funds to provide minimal access to the property (prior to it being open to the public) as part of this grant request? No

If yes, how will those funds be used?

Site Description

Land Use History

Current land uses Agricultural

Select as many as apply

Previous land uses Agricultural

Select as many as apply

Adjacent land uses Park

Select as many as apply

Inspection

Does the property contain any of the following?

Select as many as apply

Sellers and parcels

Seller name	Parcel address	PID	Acres (SF for easements)	Date PA signed	Habitable structures?	MN House district	City	County	Met Council district	MPOSC	Latitude	Longitude
Robin L Booren Trust	Southeast quadrant of 180th St and Manning Trail	06.031.20.11.0001	80.0	12/03/2024	No	39A	Marine-on-St. Croix	Washington		F	45.20670	-92.88171
			80									

Local match

[Source of local match](#)

Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Stan Karwoski	Board Chair	No
Kevin Corbid	County Administrator	No
Andrew Jackola	Assistant County Attorney	Yes

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$1,715,000.00	\$771,750.00	\$514,500.00	\$428,750.00
Appraisal expenses				
Appraisal	\$2,800.00	\$1,260.00	\$840.00	\$700.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$2,100.00	\$945.00	\$630.00	\$525.00
Phase II environmental site assessment	\$0.00	\$0.00	\$0.00	\$0.00
Environmental contamination remediation	\$0.00	\$0.00	\$0.00	\$0.00
Holding expenses				
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Land stewardship	\$1,000.00	\$450.00	\$300.00	\$250.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$586.00	\$264.00	\$176.00	\$146.00
Legal services and closing costs	\$800.00	\$360.00	\$240.00	\$200.00
Property tax equivalency payment-473.341	\$2,092.00	\$941.00	\$628.00	\$523.00
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$5,665.00	\$2,549.00	\$1,699.00	\$1,417.00
Title insurance	\$4,200.00	\$1,890.00	\$1,260.00	\$1,050.00
Well disclosure statement	\$0.00	\$0.00	\$0.00	\$0.00
Other holding	\$0.00	\$0.00	\$0.00	\$0.00
Other expenses				
Other expenses	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$1,734,243.00	\$780,409.00	\$520,273.00	\$433,561.00

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
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Total Estimated Acquisition Cost (calculated after costs above are entered)	\$1,734,243.00	\$780,409.00	\$520,273.00	\$433,561.00	\$1,300,682.00
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Required Attachments - Acquisition

Attachment	Description	File Name	File Size	Type
SECTION 1 - All of the following are required to BEGIN review unless otherwise indicated				
1.0 Grant request letter (REQ'D)	BMPR - Grant Request Letter	12-6-24_Grant Request Letter.pdf	34.0 MB	pdf
2.0 Master plan documentation (REQ'D)	Big Marine Park Reserve Master Plan	Big Marine Master Plan-2010_Reduced.pdf	34.0 MB	pdf
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	BMPR - Resolution 2024-138 Authorizing Purchase of Booren Trust Property	2024-138_Resolution - Acquire Booren Property.pdf	34.0 MB	pdf
4.0 Signed purchase agreement/instrument (REQ'D)	BMPR - Signed Purchase Agreement	PA_Signed_12-3-24.pdf	34.0 MB	pdf
5.1 Appraisal report (REQ'D)	BMPR - Booren Trust Purchase Appraisal	Report_24-153 BIG MARINE.pdf	34.0 MB	pdf
5.2 Appraisal review report (NOT req'd)			34.0 MB	
5.3 Client's instructions to appraiser (REQ'D)	BMPR - Booren Trust Purchase - Proposal Instruction	RFP - App Consulting Services 6-21-24.pdf	34.0 MB	pdf
5.4 Title documentation (Req'd before finalization)			34.0 MB	
6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)			34.0 MB	
6.2 Phase II environmental assessment report (required if indicated in Phase I)			34.0 MB	
7.0 Survey report (NOT req'd)			34.0 MB	
8.0 Legal description in Microsoft Word that includes PIDs and, if available, address	BMPR - Booren Trust Property - Legal Description	Booren Trust_Legal Description.docx	34.0 MB	docx
9.0 Land stewardship plan	BMPR - Booren Trust Purchase - Stewardship Plan	Booren Trust_Stewardship Plan.pdf	34.0 MB	pdf
10.0 Relocation description and estimated costs OR signed waiver of relocation rights			34.0 MB	
SECTION 2 - Condemnation only - all required for eminent domain				
11.1 For condemnations, copy of notice to Council advising court filing			34.0 MB	
11.2 Condemnation or administrative settlement			34.0 MB	
11.3 Documentation of when petition was filed with court			34.0 MB	
SECTION 3 - Matching grant				
12.0 If this grant will serve as match to another grant, copy of other grant is required			34.0 MB	
SECTION 4 - Required images & GIS information				
13.1 Aerial photo showing park/trail boundary with parcel overlay (REQ'D)	Big Marine Park Reserve - Boundary and Booren Trust Property	BMPRboundaryUpdateAug2024Booren Trust.pdf	34.0 MB	pdf
13.2 For trails, parcel map showing trail route (Required for trails)			34.0 MB	
13.3 Image documenting location of property within RPS unit (REQ'D)			34.0 MB	
13.4 GIS shape-file for property (REQ'D)			34.0 MB	
SECTION 5 - Invoices				
14.1 Invoices: State deed tax or conservation fee (REQ'D)	BMPR - Booren Trust Property - State Deed & Conservation Fee Invoice	Booren Trust_State Deed_Cons Fee Estimate_Invoice.pdf	34.0 MB	pdf
14.2 Invoices: Current property tax statement with pro-rated share of tax due (REQ'D)	Big Marine - Booren Trust Property - Estimated 2024 prorated tax invoice	Booren Trust_Prorated 2025 Taxes Estimate.pdf	34.0 MB	pdf
14.3 Invoices: Tax equivalency payment (REQ'D)	BMPR - Booren Trust Property - Estimated Tax Equivalency Invoice	Booren Trust_Tax Equivalent Estimate_Invoice.pdf	34.0 MB	pdf

Exhibit 4: Appraisal excerpt

EXECUTIVE SUMMARY

Project:	Big Marine Park Reserve Acquisition	
Owner/Parcel:	Robin L. Booren Trust	
Subject Address:	~ 18000 Manning Ave N May Twp., MN	
Parcel ID #:	06.031.20.11.0001	
Real Estate Taxes (2024:	\$968	
Zoning:	RR/ "Shoreland" GD	
Land Size:	Total Contiguous Ownership	79.70 acres
	Subject Property	79.70 acres
	Larger Parcel	79.70 acres
Property Characteristics:		
Subject Property	79.70 acres	
Woods:	NA	
Tillable	52 acres	
Manning Ave N	2,683'	
180 Th St. N	1,281.76	
Lamont Trail N	481.45'	
Wetlands/pond	12.65 acres	
Pipeline easement	24,720 sf	
Highest and Best Use:	Building site/recreation	
Valuation:	\$1,715,000	
Effective Date of Appraisal:	July 24, 2024	
Standards Employed:	USPAP/MN DNR	
Report Format/Content:	Appraisal Report	
Appraiser:	Dwight W. Dahlen, MAI SRA DAHLEN, DWYER, FOLEY & TINKER, INC. 2711 Wilds Lane NW Prior Lake, MN 55372	

Exhibit 5: Board approval

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

RESOLUTION NO. 2024-138

DATE December 3, 2024
MOTION
BY COMMISSIONER Miron

DEPARTMENT Public Works - Parks
SECONDED BY
COMMISSIONER Bigham

**RESOLUTION TO PURCHASE VACANT LAND KNOWN AS
PID 06.031.20.11.0001 IN SOUTHEAST QUADRANT OF MANNING TRAIL NORTH
AND 180TH STREET NORTH IN MAY TOWNSHIP FOR
INCLUSION INTO BIG MARINE PARK RESERVE**

WHEREAS, Washington County is interested in acquiring the property described herein in May Township, Minnesota for inclusion into Big Marine Park Reserve; and,

WHEREAS, the Robin L Booren Trust as owner, agrees to sell the property to the County.

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

That part of the NE1/4 of Section 6, Township 31 North, Range 20 West, described as follows: viz: Beginning at a point 3 rods due South and 612 feet West of the NE corner of said Section 6, running thence West parallel with the North line of said Section 1,264 feet to the centerline of the County Road, as now established; thence Southerly along said center of said public highway to the South line of the NW1/4 of NE1/4 of said section; thence Easterly along the South line of said NW1/4 of NE1/4 to the East line of said public highway; thence Southerly along said East line of said public highway to the South line of said NE1/4 of said section; thence Easterly along said South line of said NE1/4 1,339 feet to a point and thence Northerly in a direct line to the place of beginning.

for the purchase of \$1,865,000.00.

ATTEST:

Jan Lucke

DEPUTY COUNTY ADMINISTRATOR

Stan Karwoski

COUNTY BOARD CHAIR

YES NO

MIRON	<u>X</u>	___
KARWOSKI	<u>X</u>	___
KRIESEL	<u>X</u>	___
BIGHAM	<u>X</u>	___
CLASEN	<u>X</u>	___

Exhibit 6: Purchase agreement

PURCHASE AGREEMENT

Between

**ROBIN L BOOREN TRUST
u/d/t dated April 3, 2018**

("SELLER")

and

WASHINGTON COUNTY

("BUYER")

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made to be effective the 3rd day of December, 2024 (the "Effective Date of this Agreement") between ROBIN L. BOOREN TRUST, u/d/t dated April 3, 2018, (hereinafter referred to as "Seller") and WASHINGTON COUNTY (hereinafter referred to as "Buyer").

RECITALS AND PRELIMINARY STATEMENT OF FACTS

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

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

COVENANTS

1. **SALE AND PURCHASE** Seller agrees to sell and Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement.
2. **CLOSING DATE** The closing of the transaction contemplated by this Agreement (the "Closing") shall be on or before August 31, 2025 ("Closing Date"), subject to section 12.8 herein.
3. **PURCHASE PRICE** The "Purchase Price" shall be One Million Seven Hundred Fifteen Thousand and no/100 (\$1,715,000.00) 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, Seller shall provide Buyer with a title commitment for an owner's policy of title insurance for the Property from FSA Title Services, 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 twenty (20) days after receipt of the Title Commitment to have Buyer's attorney examine the Title Commitment and provide Seller or Seller's attorney with written objections. Buyer shall be deemed to have waived any title objection not made within said 20-day period. If written objections are received as specified above and Seller agrees to cure such objections in writing, then, at Seller's discretion, the Closing Date shall be delayed for a reasonable period in order for Seller to

cure such objections. Within twenty (20) days of Seller's receipt of Buyer's written objections, Seller shall provide Buyer with written notice of its intention to cure Buyer's objections and to delay the Closing Date, and said notice shall include the new Closing Date. If Seller does not agree to cure any such objections, then Buyer may proceed to Closing which shall constitute a waiver by Buyer of such objections or this Agreement unless this agreement is terminated upon receipt by Seller or Seller's attorney within ten (10) days of Seller's deadline to provide notice of Seller's intention to cure such objections of a cancellation of this Agreement executed by Buyer. Seller shall pay the costs to issue the Title Commitment and Buyer shall pay any premium for the owner's policy, any lender's policy and any endorsements. If the Seller does possess an abstract of title to the property, Seller will provide it to Buyer for additional review.

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

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

- (i) a Trustee's Deed subject to the following exceptions:
 - (a) building and zoning laws, ordinances, state and federal regulations;
 - (b) restrictions relating to use or improvements of the Property without effective forfeiture provisions;
 - (c) any reservation of any mineral or mineral rights to the State of Minnesota;
 - (d) drainage and utility easements which do not interfere with existing improvements;
 - (e) assessments levied 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) an affidavit attesting that Seller is not a "foreign person" was defined in Section 1445 of the Internal Revenue Code;
- (v) Closing Statement; and,

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

4.4 Buyer shall execute and deliver the following documents and items to Seller or Seller's escrow agent at Closing:

(i) a Certificate of Real Estate Value, affidavit of Buyer, or such other documents that may reasonably be required by Seller's escrow agent in order to record the Seller's closing documents and issue the title insurance policy with respect to the Property;

(ii) a Closing Statement;

(iii) full payment representing the Purchase Price;

(iv) an affidavit attesting that Buyer is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code;

(v) Buyer's resolution authorizing the purchase of the Property; and

(vi) 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; AS-IS SALE** Seller makes no representations or warranties express or implied with respect to the environmental condition of the Property. Subject to Buyer's rights expressed in Section 12 herein, and except for any other of Seller's representations and warranties contained herein, Buyer agrees to accept the Property, including all the environmental and soil conditions, "AS IS," with no additional representations or warranties as to the Property's condition or fitness for any particular purpose.

6. **NOTICE** All notices permitted or 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: Robin L. Booren Trust
ATTN: Jerry Booren
c/o Mick Lynskey
Lynskey & Clark

118 S. Main St.
Stillwater, MN 55082

With a copy to:

Cummins & Bonestroo Law Offices, PLLC
Attn: Justin Bonestroo, Esq.
363 5th Ave N, Bayport, MN 55003
Email: jbonestroo@cblawoffices.com

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

- 7. **BROKERAGE INDEMNITY** Seller currently has retained the services with the brokerage firm of Lynskey & Clark Companies. The contract date with the Seller is June 1, 2024. Buyer is not responsible for any provisions or changes between Seller and their Broker. Seller agrees to indemnify and hold the Buyer harmless from any inaccuracy in the representation with respect to real estate brokers and agents.
- 8. **WELL DISCLOSURE** Seller is not aware of any wells on the Property.
- 9. **SEPTIC SYSTEM** Seller has no knowledge that there is a private sewer system on the Property.
- 10. **DEFAULT** If this transaction is not consummated by reason of default by Seller or Buyer hereunder, then the non-defaulting party shall be entitled to terminate this Agreement upon thirty (30) days' prior written notice to the other party, which notice shall be consistent with Minnesota Statutes § 559.21. In addition, either Buyer or Seller may sue for specific performance or damages, so long as such party commences suit within ninety (90) days after the time the cause of action arises. The non-defaulting party shall be entitled to recover its attorney fees and costs incurred as a result of a default under this Agreement.
- 11. **ASSIGNABILITY** This Agreement and Buyer's rights hereunder and Buyer's interest in the Property shall not be assigned without Seller's consent.
- 12. **MISCELLANEOUS**

12.1 Buyer shall have sixty (60) days from the Effective Date of this Agreement (the "Due Diligence Period") to conduct a Phase I Environmental Assessment of the Property. If Buyer determines that a Phase II Environment Assessment (or other non-intrusive environmental testing) is warranted based on the results of the Phase I Environmental Assessment, Buyer and Seller shall negotiate in good faith toward a fair and reasonable cost-sharing agreement

for further testing. If the parties are unable to agree on a fair division of costs, Buyer may, before the expiration of the Due Diligence Period, conduct further environmental testing at Buyer's expense, provided that such testing is consistent with the intent of this section 12.1 and section 12.2. If, with or without conducting further testing, and before expiration of the Due Diligence Period, Buyer elects to proceed toward closing this transaction, Buyer's decision to proceed shall operate as a waiver of any prior objection based on the results of such environmental testing.

12.2 Buyer and its contractors shall have access to the Property prior to Closing to perform the Phase I Environmental Assessment and other non-intrusive testing and inspection deemed necessary by Buyer. Buyer will provide 24-hour advance notice to:

Jerry Booren: jabooren@gmail.com

Al Booren: booren1@gmail.com

to coordinate with Buyer for access to the Property. Buyer acknowledges that Seller currently leases the Property to a farmer with food grade quality crops and Buyer or its contractors shall not drive vehicles or operate machinery on the Property without Seller's express approval which shall not be unreasonably withheld. If Buyer or its contractors damage crops without Seller's consent Buyer will reimburse Seller for such damage.

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 There is no personal property which is sold under the terms of this Agreement.

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

12.7 Total size of this property is approximately 79.74 acres.


12.8 Seller currently has in place a crop (rye) for the 2025 season. As a condition of the sale, the Seller and/or its representative shall be able to harvest their 2025 crop, which is anticipated to be harvested prior to August 31, 2025.

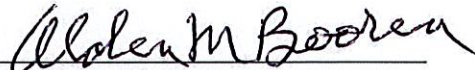
12.9 This Agreement shall not be binding or effective until properly executed and delivered by Seller and Buyer.

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

SELLERS:

ROBIN L. BOOREN TRUST
u/d/t April 3, 2018

By: 
Jerome A. Booren
Its: Trustee

By: 
Alden M. Booren
Its: Trustee

BUYER:

WASHINGTON COUNTY

Buyer *Fran Mison* Commissioner District 1
Stan Karwoski
Its: County Board Chair

Buyer *Kevin Corbid* Deputy County Administrator
Kevin Corbid
Its: County Administrator

Approved as to form:

Andrew Jackola
Assistant County Attorney

As per Washington County Board Resolution
No. 2024-138 dated the 3rd day
of December, 2024

EXHIBIT A
Legal Description of Property

That part of the NE1/4 of Section 6, Township 31 North, Range 20 West, described as follows: viz: Beginning at a point 3 rods due South and 612 feet West of the NE corner of said Section 6, running thence West parallel with the North line of said Section 1,264 feet to the centerline of the County Road, as now established; thence Southerly along said center of said public highway to the South line of the NW1/4 of NE1/4 of said section; thence Easterly along the South line of said NW1/4 of NE1/4 to the East line of said public highway; thence Southerly along said East line of said public highway to the South line of said NE1/4 of said section; thence Easterly along said South line of said NE1/4 1,339 feet to a point and thence Northerly in a direct line to the place of beginning.

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