

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: July 7, 2025

For the Metropolitan Council: July 23, 2025

Business Item: 2025-163

Lake Rebecca Park Reserve, Park Acquisition Opportunity Fund Award (Van Horn), Three Rivers Park District

District(s), Member(s):	District A, Monica Dillenburg District 1, Judy Johnson
Policy/Legal Reference:	Minn. Const. art. XI, sec. 15; Minn. Stat. § 473.315; 2050 <i>Regional Parks and Trails Policy Plan</i> , Section 3, Natural Systems Policy Action 1: Locate and acquire land; Section 5, Planning Policy Action 1: Long-range plan requirements; Section 8, Finance Policy Action 3: Park Acquisition Opportunity Fund; FM 15-2 Grant/Loan Approval Policy, FM 14-2 Expenditures for the Procurement of Goods and Services Policy.
Staff Prepared/Presented:	Kevin Phan, Planner, 651-602-1333
Division/Department:	Community Development / Regional Planning

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$350,636 from the Park Acquisition Opportunity Fund to Three Rivers Park District to acquire approximately 5 acres located at 9045 Rebecca Park Trail in Greenfield, MN, for the Lake Rebecca 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

Three Rivers Park District requested a Park Acquisition Opportunity Fund (PAOF) grant on April 29, 2025, to fund the acquisition of approximately 5 acres for the Lake Rebecca Park Reserve. The inholding is one of six remaining inholdings within the park reserve's boundary. A copy of the Agency's request is attached to this item as Exhibit 2, with application details in Exhibit 3.

Lake Rebecca Park Reserve is located on the western edge of Hennepin County along the Crow River and located in the communities of Greenfield and Independence (see Exhibit 1, Figures 1, 2, and 3). This park reserve features Lake Rebecca, wetlands and vast expanses of the Big Woods landscape, creating an area of high-quality habitat and recreational opportunities such as fishing, hiking, biking, and more.

Subject Property

The subject property is within the boundary of Lake Rebecca Park Reserve and is completely surrounded by parkland. The 5-acre property is mainly comprised of un-mowed brome grass with a few volunteer trees and a spruce tree wind break. The area surrounding the property is entirely parkland, which includes restored Maple-Basswood forest, wetlands, prairies, Lake Rebecca and the Crow River. The subject property contains a single-family home and a detached garage. Three Rivers intends to sell or move both buildings, and if they are not successful, they will remove the remaining structures. Additionally, there is a gas pipeline easement on the property.

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 \$380,000 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 \$467,514 as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$380,000
Appraisal, legal fees, taxes, closing costs	\$15,314
Land stewardship, environmental assessment	\$72,200
Total Costs	\$467,514
Grant structure	
Grant amount	\$350,636
Local match	\$116,878

Acquisition Details

This is a straightforward fee title acquisition.

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 Parks and Trails Legacy Fund
- The *2050 Regional Parks and Trails Policy Plan*
 - Planning Policy Action 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 Lake Rebecca Park Reserve long-range plan in 1975 and

Three Rivers Park District updated the plan in 1998. The proposed acquisition is within the working boundary of the 1970 and 1998 long-range plans and is surrounded by TRPD land. Due to the loss and deterioration of existing records, Lake Rebecca Park Reserve is included in the modernizing mapping project currently making its way through the Council, which will formalize the park boundary.

- Natural Systems and Policy Action 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 contains approximately 5 acres and will help close a hole in the park reserve's boundary. The surrounding area is comprised of Maple-Basswood forest, wetlands, and prairies, creating an opportunity of returning the area to a natural state.
- Finance Action 3 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.

Imagine 2050 Lens Analysis

On February 12, 2025, the Council adopted Imagine 2050, which builds on the policy direction in Thrive MSP 2040. Under the Imagine lens, this request is consistent with the regional core value of Stewardship and the Regional Goal entitled, "We protect and restore natural systems". The Council's investment in Lake Rebecca Park Reserve will provide access to nature and the outdoors and enhance quality of life in the region.

Funding

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

Three Rivers Park District will provide a local match of \$116,878.

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 and Lake Rebecca Park Reserve (circled in red).

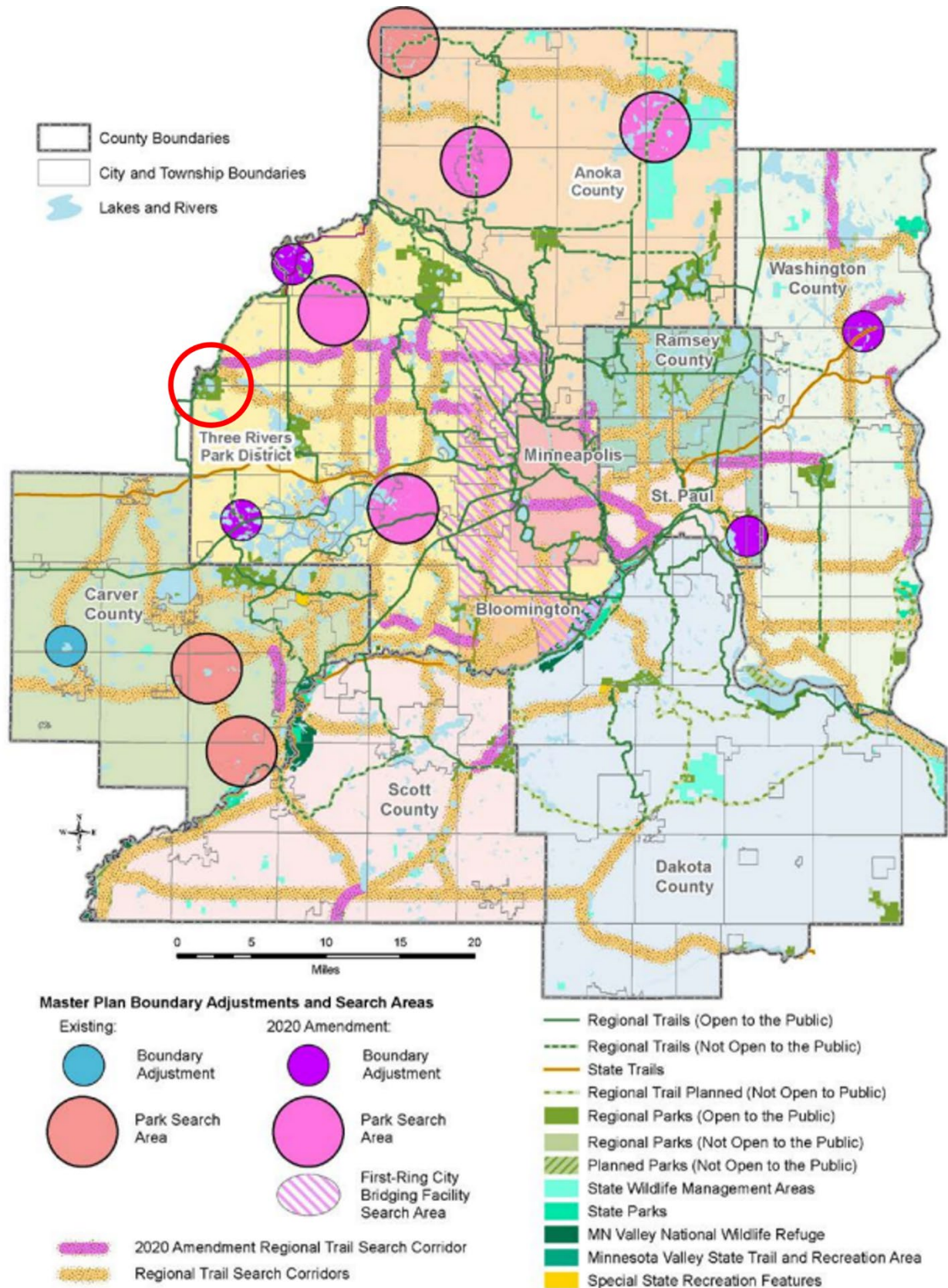


Figure 2. Map of Hennepin County and the Regional Parks System showing the location of Lake Rebecca Park Reserve (circled in red) and nearby park and natural areas.

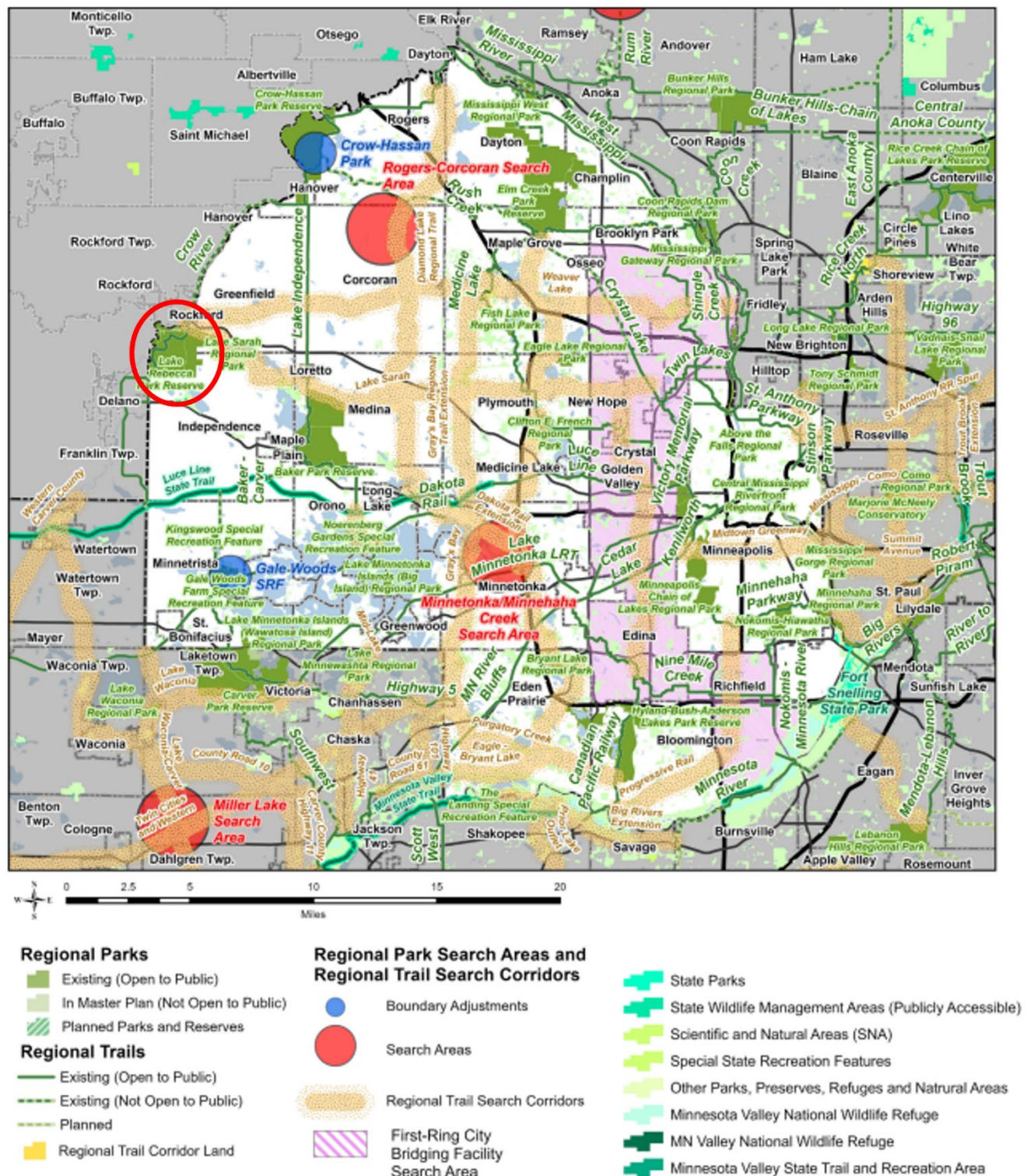


Figure 3. Map of Lake Rebecca Park Reserve showing the park boundary and the subject property.

LAKE REBECCA PARK RESERVE

NATURAL RESOURCES MANAGEMENT PLAN

LEGEND

- Natural/Forested
Contains a variety of plant communities inherent or introduced, relating to various stages of dense forest canopy
- Managed Open Areas
Upland meadow, grassland & prairie
- Park Roads
- Marsh
- Park Boundary
- Unacquired Property

NOTE: All undesignated areas within the park boundary represent plant communities associated with separate management requirements.

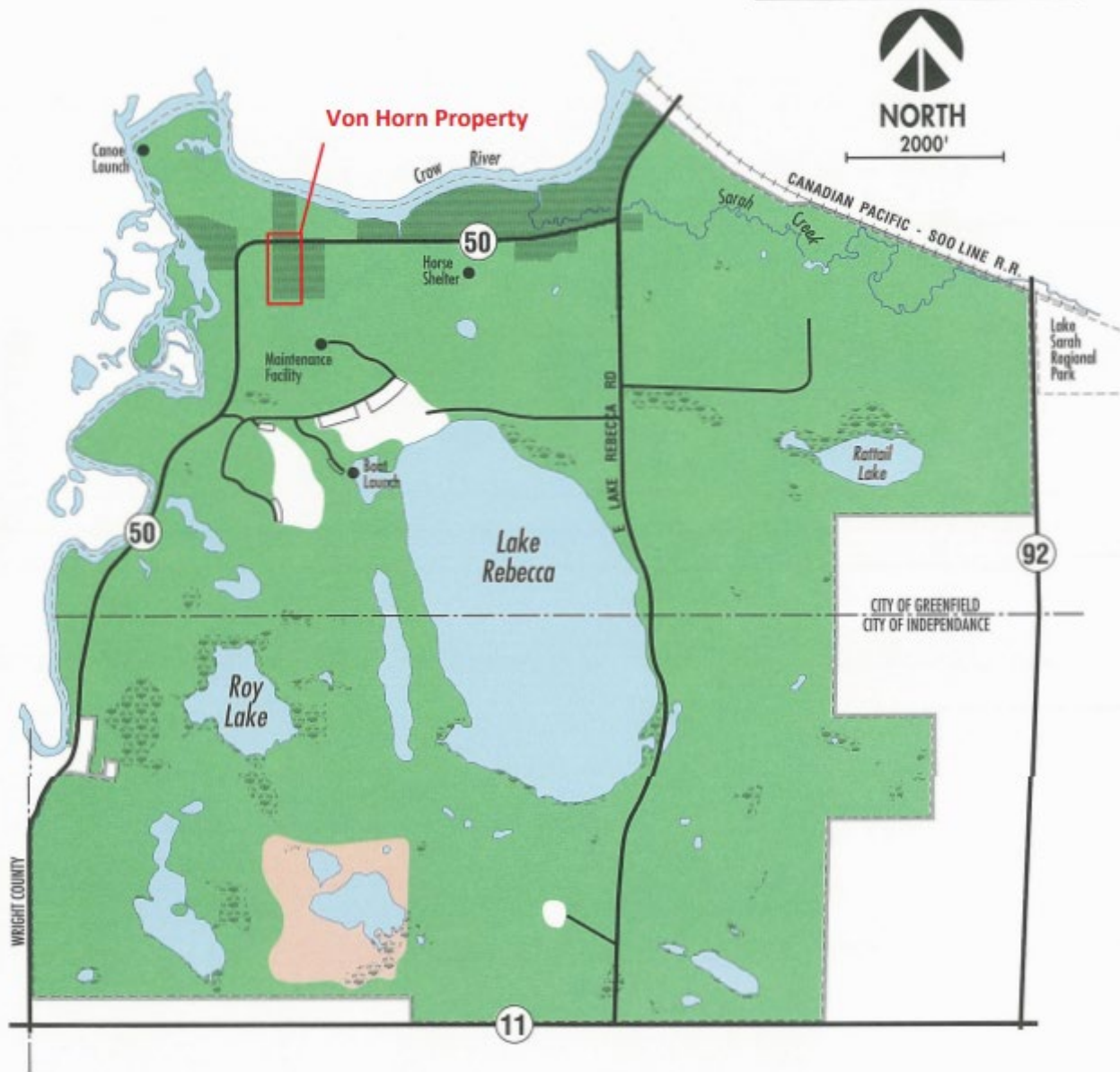


Figure 4. Aerial image of the subject property.



Exhibit 2: Grant request letter



Three Rivers
Park District
Board of
Commissioners

April 29, 2025

Marge Beard
District 1

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

Jennifer DeJournett
Vice Chair
District 2

RE: Park Acquisition Opportunity Grant Fund Request
Lake Rebecca Park Reserve: Von Horn Property
9045 Rebecca Park Tr, Greenfield, MN 55373
PID: 3111924120010

Erin Kolb
District 3

Dear Emmett,

Louise M. Segreto
District 4

Three Rivers Park District respectfully requests a Park Acquisition Opportunity Grant for Lake Rebecca Park Reserve in the amount of \$350,636.00 for acquisition of 5 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 Gibbs
Chair
District 5

Background Summary

Three Rivers is pursuing the acquisition of the Von Blon inholding property on a willing-seller basis within the Lake Rebecca Park Reserve Long-Range Plan Boundary. The long-range plan boundary and associated inholding was first established in the 1970s and has remained consistent and recognized in subsequent Metropolitan Council Regional Parks Policy Plans, City of Greenfield Comprehensive Plans, and Three Rivers related long-range planning efforts.

Jan Guenther
Appointed
At Large

Jesse Winkler
Appointed
At Large

Three Rivers Park District Board of Commissioners and the City of Greenfield have both approved acquisition of the subject parcel for regional park purposes.

Boe Carlson
Superintendent

Funding Request

Three Rivers requests FY2026 Parks and Trails Legacy Fund (PTLF) Metropolitan Council acquisition funding consideration at the Council's earliest opportunity in preparation with a pending closing date of on or before August 22, 2025 to align with the seller's wishes and financial needs.

Thank you for your continued assistance through this process.



Kelly Grissman,
Director of Planning

Enclosures

C: Jonathan Vlaming, Associate Superintendent
Jessica Lee, Metropolitan Council

Exhibit 3: Grant application



Application

Instructions

Print to PDF will convert the application plus any PDF attachments into a single PDF file. **Release for Review** will change the status of the application to Under Review and move it on to the evaluation process. **Negotiation** will allow you to unlock one or more sections of the application and route the application back to the applicant for further editing. **Annotations** allow internal staff to add notes that are visible to internal staff only and possibly also reviewers if they have a special security privilege. The applicant cannot see these notes. **Versions** will display all component versions that were created as a result of the negotiation process. **Feedback** allows staff to enter feedback about the application to the applicant. The feedback text will appear at the bottom of the application and will be visible to anyone who has access to the application. **Withdraw** changes the status of the application to Withdrawn and removes the app from the evaluation process.

Application Details

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

23171 - FY2026 Park Acquisition Opportunity Fund Program - Final Application

23221 - Lake Rebecca Park Reserve Acquisition (Von Horn)
Parks Grants Acquisition

Status:Submitted

Submitted Date:04/29/2025 4:56 PM

Submitted By:Kelly Kristin Grissman

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Name:*Ms. Kelly Kristin Grissman
Pronouns First Name Middle Name Last Name

Title:*Director of Planning

Department:Planning

Email:*kelly.grissman@threeriversparks.org

Address:*3000 Xenium Lane North

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

Phone:*763-694-7635
Phone

Fax:763-557-5248
Ext.

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 01/01/1975
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**.

This is a typical willing-seller, fee-title acquisition. Three Rivers will attempt to sell/move the house; however, if there is not a buyer then Three Rivers will proceed with standard demolition practices.

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 08/22/2025
Format: mmddyyyy (Do not enter any punctuation.)

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

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

Relocation costs

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

Does the requested grant amount include relocation costs? No

Appraisal

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

Appraisal effective date 11/04/2024

Appraised value \$380,000.00

Amount being offered the seller (net of closing and other costs) \$380,000.00 100.0%
% of appraised value

Who performed the appraisal? Nagell Appraisal & Consulting, Inc.

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?

Fully Partially

...wooded?

Fully Partially

...shoreline?

Fully Partially

Describe the existing natural resources it contains

This is a 5 acre property comprised mainly of unmowed brome grass with a few volunteer trees. Area around house is mowed with spruce tree wind break.

Property is completely surrounded by Lake Rebecca Park Reserve which is comprised of restored Maple-Basswood forest, wetlands, prairies, Lake Rebecca and the Crow River.

Known opposition

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

If yes, explain:

Encumbrances

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

If yes, describe.

Are there easements or other encumbrances on any part of the property? Yes

If yes, describe

There is a gas pipeline easement that runs along the eastern property line and there may be one along the southern property line as well. This will be confirmed when title work is complete.

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

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?

No

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

Three Rivers will attempt to sell/move the house and/or garage; however, if there is not a buyer then Three Rivers will proceed with standard demolition practices.

The shed is planned to be moved prior to closing on the property.

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

We are exploring moving the house. The plan will be for the house to be made available for sale via a public bid with the obligation that the bidder/buyer must move the house.

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

Property includes a single family home. House is single-level with basement, in fair condition, 974 SF and built in 1960.

For ENRTF funding only

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

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

Stewardship and minimal access

Describe the stewardship plan.

Upon closing, Three Rivers will work to remove all the structures and development and return the property to natural open space to match to adjacent parkland.

How will the stewardship implementation be funded?

Immediate stewardship (i.e. demo) will be funded via the grant funds and long-term stewardship will be funded through Three Rivers operation funds and grant 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

Residential
Select as many as apply

Previous land uses

Residential
Select as many as apply

Adjacent land uses

Park
Select as many as apply

Inspection

Does the property contain any of the following?

Wells, Septic, Potential asbestos-containing materials
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
Phyllis Van Horn	9045 Rebecca Park Trail	3111924120010	5.0	01/14/2025	Yes	37A	Greenfield	Hennepin		A	45°04'37.5"N	93°45'15.0"W
			5.00									

Local match

Source of local match

Three Rivers Park District Land Acquisition Development and Betterment Funds

Grant agreement signatories

Full name	Title	If this is an attorney, is the signature 'for form only'?
Eric Quiring	General Counsel	Yes
Boe Carlson	Superintendent and Secertary to the Board	

Acquisition Costs

Cost Items	Amount	State funds	Metro funds	Match funds
Purchase price				
Negotiated purchase price	\$380,000.00	\$171,000.00	\$114,000.00	\$95,000.00
Appraisal expenses				
Appraisal	\$1,200.00	\$540.00	\$360.00	\$300.00
Appraisal review	\$0.00	\$0.00	\$0.00	\$0.00
Environmental expenses				
Phase I environmental site assessment	\$3,500.00	\$1,575.00	\$1,050.00	\$875.00
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	\$68,700.00	\$30,915.00	\$20,610.00	\$17,175.00
Land development	\$0.00	\$0.00	\$0.00	\$0.00
Pro-rated share of all property taxes/assessments	\$1,841.00	\$828.00	\$553.00	\$460.00
Legal services and closing costs	\$1,845.00	\$831.00	\$553.00	\$461.00
Property tax equivalency payment-473.341	\$1,413.00	\$636.00	\$424.00	\$353.00
Relocation costs to seller	\$0.00	\$0.00	\$0.00	\$0.00
State deed tax/conservation fee	\$0.00	\$0.00	\$0.00	\$0.00
Title insurance	\$950.00	\$428.00	\$284.00	\$238.00
Well disclosure statement	\$50.00	\$23.00	\$15.00	\$12.00

Other holding		\$0.00	\$0.00	\$0.00	\$0.00
Other expenses					
Other expenses		\$8,015.00	\$3,607.00	\$2,404.00	\$2,004.00
Totals		\$467,514.00	\$210,383.00	\$140,253.00	\$116,878.00
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)	\$467,514.00	\$210,383.00	\$140,253.00	\$116,878.00	\$350,636.00
Required Attachments - Acquisition					
Attachment	Description	File Name	Type	File Size	
SECTION 1 - All of the following are required to BEGIN review unless otherwise indicated					
1.0 Grant request letter (REQ'D)	Grant Request Letter	Grant Request Letter - Von Horn.pdf	pdf	731 KB	
2.0 Master plan documentation (REQ'D)	Long Range Plan	LRPR_1998Plan.pdf	pdf	6.1 MB	
3.0 RECORDED Governing Board action authorizing grant request (REQ'D)	Board Approval	Excerpt from 01-14-25 Minutes for Van Horn Property Acquisition.pdf	pdf	1.4 MB	
4.0 Signed purchase agreement/instrument (REQ'D)	Purchase agreement	Van Horn Purchase Agreement - Fully Signed.pdf	pdf	914 KB	
5.1 Appraisal report (REQ'D)	Appraisal with Engagement Proposal and Email Request	Appraisal with Engagement Letter and Request.pdf	pdf	5.4 MB	
5.2 Appraisal review report (NOT req'd)					
5.3 Client's instructions to appraiser (REQ'D)	Appraisal Request Email	Appraisal Request.pdf	pdf	116 KB	
5.4 Title documentation (Req'd before finalization)	Preliminary Title Commitment	Preliminary Title Commitment.PDF	PDF	422 KB	
6.1 Phase 1 ESA (if land may be contaminated or have abandoned wells)	Phase 1	Three Rivers Park Dist. Phase 1 ESA Rebecca Trail Prop. Greenfield MN.pdf	pdf	183 KB	
6.2 Phase II environmental assessment report (required if indicated in Phase I)					
7.0 Survey report (NOT req'd)					
8.0 Legal description in Microsoft Word that includes PIDs and, if available, address	Legal Description, PID, Address	Von Horn Legal Description and PID.docx	docx	22 KB	
9.0 Land stewardship plan	Stewardship Plan	Stewardship Plan.docx	docx	21 KB	
10.0 Relocation description and estimated costs OR signed waiver of relocation rights	Relocation - Three Rivers does not provide	Misc Grant Requirements.docx	docx	133 KB	
SECTION 2 - Condemnation only - all required for eminent domain					
11.1 For condemnations, copy of notice to Council advising court filing					
11.2 Condemnation or administrative settlement					
11.3 Documentation of when petition was filed with court					
SECTION 3 - Matching grant					
12.0 If this grant will serve as match to another grant, copy of other grant is required					
SECTION 4 - Required images & GIS information					
13.1 Aerial photo showing park/trail boundary with parcel overlay (REQ'D)	Park map with aerial photo inset	Location Map With Aerial Inset.pdf	pdf	559 KB	

Exhibit 4: Appraisal excerpt

SUMMARY OF IMPORTANT FACTS & CONCLUSIONS



General Description:	Residential property
Report Type:	Appraisal Report
Current Use:	Single-family residential property
Special Assumptions:	None , see rear of report for standard assumptions
Site Size:	217,641 SF (5.00 acres)
Year Built:	1960
GLA:	974 SF
Zoning:	Park
Highest and Best Use:	Current use
Property Rights Appraised:	Fee Simple Interest
Business Value / FF&E:	No business value or FF&E included
Value Type:	As-Is
Cost Approach:	Not Applied
Sales Comparison Approach:	\$380,000
Income Approach:	Not Applied
Final Value Opinion:	\$380,000

VALUE TYPE, CONDITION & STABILITY OF PROPERTY

Type of Value:	This report provides an opinion of <u>Market Value</u> .
Condition of Value:	This report provides an opinion of the <u>as-is</u> value.
Occupancy of Property:	Properties like the subject are typically owner occupied. The subject appears to have a history of owner occupancy.

INTENDED USE OF THE APPRAISAL

Intended Use:	The client intends to use the appraisal for <u>decision making regarding potential purchase of the subject</u> .
Intended User(s):	Three Rivers Park District & Met Council No party, other than the named client and listed intended users, may use or rely upon any part of this report without the prior written authorization of both the named client and the appraiser. This report is not valid unless it contains the original signatures in blue ink. Any unauthorized third party relying upon any portion of this report does so at its own risk. Client may not rely on this appraisal for any other use.

DATE OF APPRAISAL

Effective Date:	November 4, 2024
Inspection Date:	November 4, 2024
Date of Report:	January 7, 2025

Exhibit 5: Board approval to purchase property

*Excerpt from 01/14/25 Board Meeting Minutes
(Approved by Three Rivers Park District Board on 02/18/25)*

6A. Lake Rebecca Park Reserve Acquisition Opportunity

MOTION by Beard, seconded by Guenther, TO ENTER INTO A PURCHASE AGREEMENT IN THE AMOUNT OF \$380,000 FOR THE ACQUISITION OF 9045 REBECCA PARK TRAIL IN GREENFIELD (PID3111924120010) AT LAKE REBECCA PARK RESERVE, ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH THE METROPOLITAN COUNCIL, AND TO ESTABLISH A PROJECT BUDGET OF \$467,525 WITH LOCAL FUNDING FROM THE LAND ACQUISITION DEVELOPMENT AND BETTERMENT FUND.

Beard Aye
DeJournett Aye

Guenther Aye
Kolb Aye
Segreto Aye

Winkler Aye
Gibbs, Chair Aye

MOTION ADOPTED

REGULAR BOARD MEETING

Meeting Date: 01/14/25 Business Item: CURRENT BUSINESS

Item Number: **6A**

Division: Planning, Design & Technology

Originating Source: Jonathan Vlaming, Associate Superintendent

Agenda Item: Lake Rebecca Park Reserve Acquisition Opportunity

Superintendent's Recommendation:

MOTION TO ENTER INTO A PURCHASE AGREEMENT IN THE AMOUNT OF \$380,000 FOR THE ACQUISITION OF 9045 REBECCA PARK TRAIL IN GREENFIELD (PID3111924120010) AT LAKE REBECCA PARK RESERVE, ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH THE METROPOLITAN COUNCIL, AND TO ESTABLISH A PROJECT BUDGET OF \$467,525 WITH LOCAL FUNDING FROM THE LAND ACQUISITION DEVELOPMENT AND BETTERMENT FUND.

Prepared By: Kelly Grissman, Director of Planning

Background:

There are six remaining inholdings at Lake Rebecca Park Reserve including one which is available for acquisition and whom the property representatives are supportive of selling to Three Rivers. The long-standing five-acre inholding is located at 9045 Rebecca Park Trail in Greenfield, MN and northwest of the maintenance facility and main recreation area (**See Attached: Property Map**).

The property includes a small single-family home and detached garage, both built in 1960. Upon closing the structures will be removed and the property will be restored to the big woods plant community in accordance with the natural resources management plan for the park.

The staff prepared purchase agreement (**See Attached: Purchase Agreement**) is consistent with the appraised value and includes a purchase price of \$380,000 and future tentative closing date of August 22, 2025, so that staff can request partial funding from the Metropolitan Council and Parks and Trails Legacy Fund (PTLF) in FY 2026 which starts July 1, 2025. This timing is critical as Three Rivers has already reached its FY2025 PTLF funding limit.

The total estimated acquisition cost, which includes the sale price, appraisal, legal fees, title commitment/insurance, and general property stewardship and structural removal is \$467,525. The acquisition is eligible for up to 75% (\$350,644) reimbursement from the Metropolitan Council and PTLF. The remaining balance of \$116,881 will be covered by the Three Rivers Land Acquisition Development and Betterment Fund (LADB).

Upon Board approval of the purchase agreement, staff will request the standard resolution of support from the City of Greenfield.

Exhibit 6: Purchase agreement

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 **Phyllis Van Horn**, ("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 9045 Rebecca Park Trail, Greenfield, Minnesota, legally described on Exhibit A hereto ("Subject Property"), containing approximately 5.0 acres; and

WHEREAS, Seller and Buyer wish to enter into an agreement for the conveyance of the Subject Property from Seller 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 Three Hundred Eighty Thousand Dollars (\$380,000) ("Purchase Price") at Closing.

3. Deed/Marketable Title. Subject to performance by the Buyer, Seller agrees to execute and deliver a Warranty 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, Seller 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 topological 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 covenants with Buyer that to the best of Seller's knowledge at the time of Closing there are no persons in possession of the Subject 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 or before August 22, 2025 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 Warranty Deed, and
 - (e) pay the deed tax and conservation fee.
- (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:
 - (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 shall render this Agreement null and void, in the Buyer's sole discretion, 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:

Phyllis Van Horn
9045 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.

SELLER:

Dated: 1-10-25

By Patricia Manthey
Patricia Manthey
Power of Attorney for Phyllis Van Horn

SELLER:

Dated: 01/09/2025 07:21PM UTC

By Ron Krause
Ron Krause, aka Ronald Krause
Power of Attorney for Phyllis Van Horn

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

Dated: 01/14/25

By 
Board Chair

Dated: 01/14/25

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

EXHIBIT A

Legal Description of Subject Property

Auditor's Subdivision No. 199, Lot 16, East 300 feet of North 726 feet, Section 31, Township 119, Range 24, Hennepin County, Minnesota.

PID: 31-119-24-12-0010