

Committee Report

Community Development Committee



Community Development Committee: Sept. 8, 2026

Metropolitan Council: Sept. 23, 2026

Business Item: 2026-141

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

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$376,650 from the Park Acquisition Opportunity Fund to Three Rivers Park District to reimburse for the acquisition of a 1.27-acre parcel located at 8370 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.

Summary of Community Development Committee Discussion/Questions

This business item was passed as part of the Community Development Committee's consent agenda on September 8, 2026.

Committee Report

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: Sept. 8, 2026 For the Metropolitan Council: Sept. 23, 2026

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

Summary of Metropolitan Parks and Open Space Commission Discussion

Jessica Lee presented the staff report to the Metropolitan Parks and Open Space Commission on September 3, 2026. Ann Rexine from Three Rivers Park District was also in attendance.

Chair Tony Yarusso asked how this reimbursement is different than the reimbursement process the Council practiced before. Lee responded that the Council is able to reimburse if it occurs within a year. Council Member and MPSOC Liaison Wendy Wulff further clarified that the previous practice of Future Reimbursement Consideration used Council bonds, whereas this is a different type of request for the Park Acquisition Opportunity Fund program.

Motion by Commissioner Makiza Johnson, seconded by Commissioner Chris Suerig, the Commission voted unanimously to pass the proposed action.

Business Item

Metropolitan Parks and Open Space Commission



Community Development Committee Meeting: September 8, 2026 For the Metropolitan Council: September 23, 2026

Business Item: 2026-141

Lake Rebecca Park Reserve, Park Acquisition Opportunity Fund Award (Shoberg), 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:	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 \$376,650 from the Park Acquisition Opportunity Fund to Three Rivers Park District to reimburse for the acquisition of a 1.27-acre parcel located at 8370 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 May 8, 2026, to fund the acquisition of approximately 1.27 acres for the Lake Rebecca Park Reserve. 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 surrounded by Lake Rebecca on three sides and the Crow River on the north side, with 190 feet of shoreline (see Exhibit 1, Figure 4). The property contains a mix of mowed grass and deciduous tree cover. The subject property contains a single-family home that will be used by the City of Rockford's fire department to conduct a practice burn. After demolition, the site will be cleaned up and seeded with a native seed mix.

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 \$400,000 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 \$502,200 as shown in Table 1 below.

Table 1. Project Budget

Budget item	Requested amount
Purchase price	\$400,000
Appraisal, legal fees, taxes, closing costs	\$22,200
Land stewardship	\$80,000
Total Costs	\$502,200
Grant structure	
Grant amount	\$376,650
Local match	\$125,550

Acquisition Details

This is a straightforward fee-title acquisition. Three Rivers acquired this property on April 15, 2026. Because they had already reached their annual cap limit for the PAOF program, they had asked the Council to consider approving this acquisition as a reimbursement grant. Council staff agreed this was a reasonable approach as long as the grant request was submitted for early FY2027 consideration, before any new requests.

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. In February of 2026 council staff approved an administrative amendment to correct the park boundary to include parcels that had been in their “working” boundary for the last 20+ years. This subject parcel is included in the corrected 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 is bordered by Lake Rebecca Park Reserve on three sides and the Crow River to the north. The surrounding area is comprised of Big Woods landscape, wetlands, and wildlife habitat including areas important to the trumpeter swan.
- 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 \$125,550.

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 and Trails System with Lake Rebecca Park Reserve circled in red.

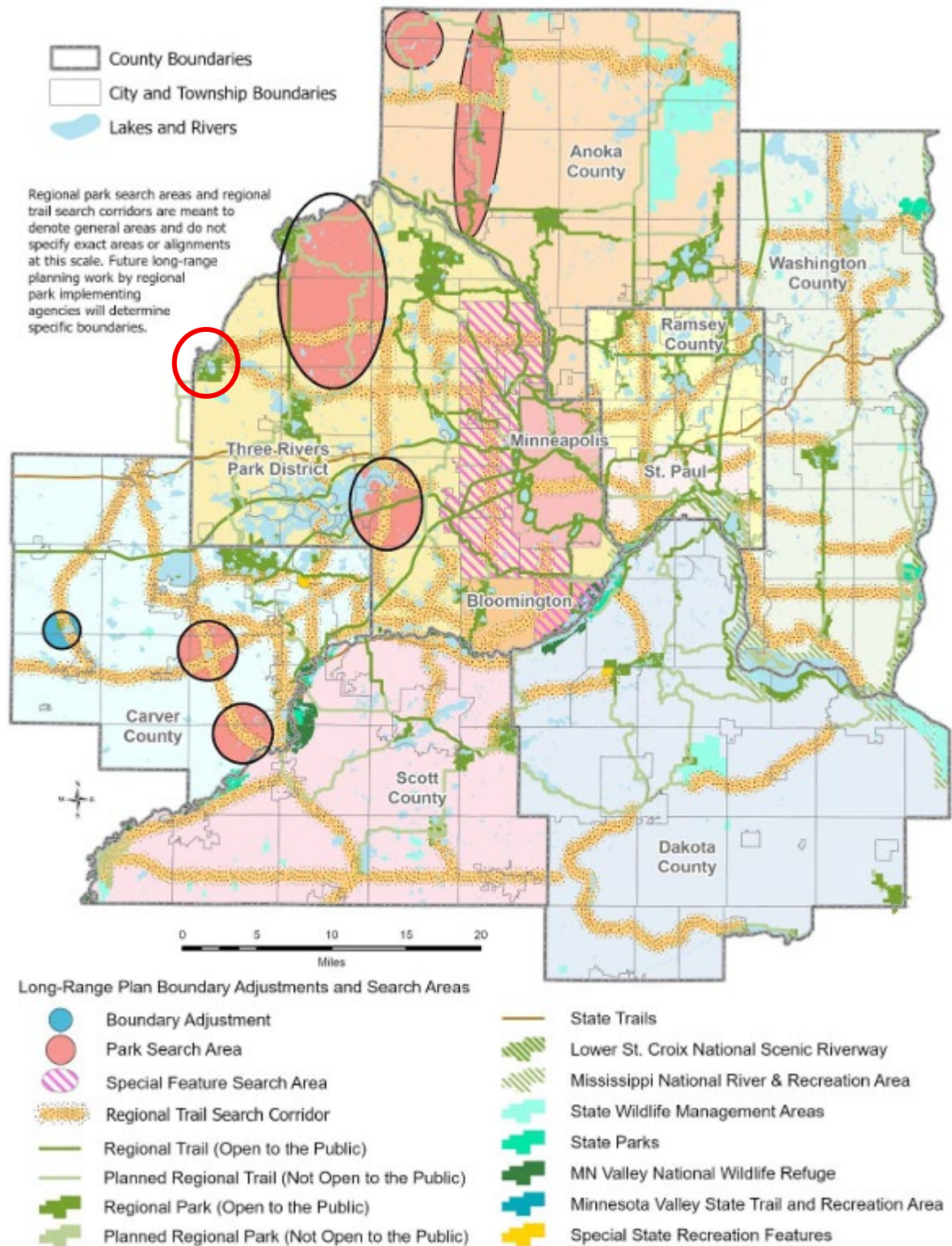


Figure 2. Map of Hennepin County and the Regional Parks System showing the location of Lake Rebecca Park Reserve (circled in red) and nearby park and natural areas.

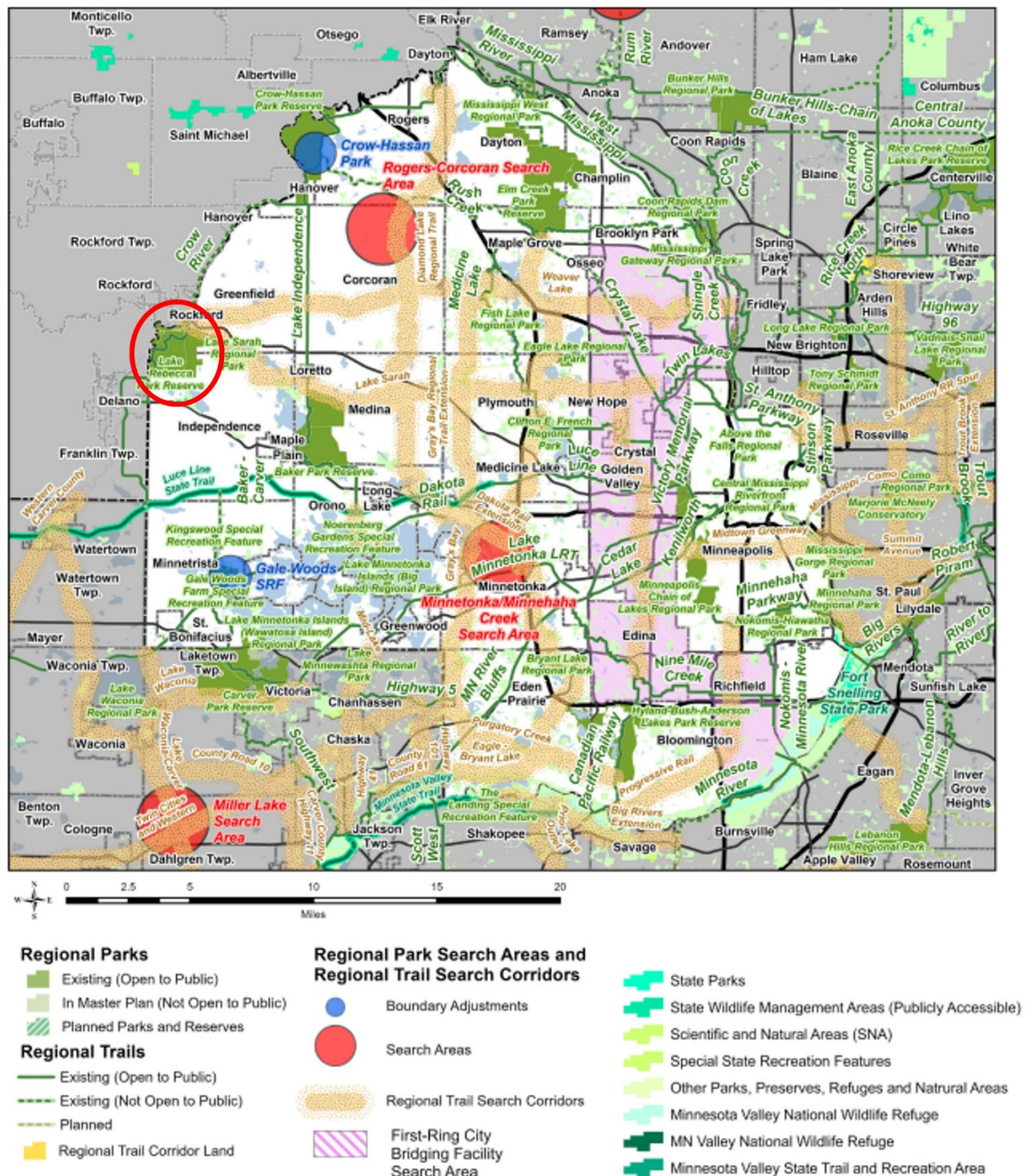


Figure 3. Map of Lake Rebecca Park Reserve showing the park boundary and the subject property.

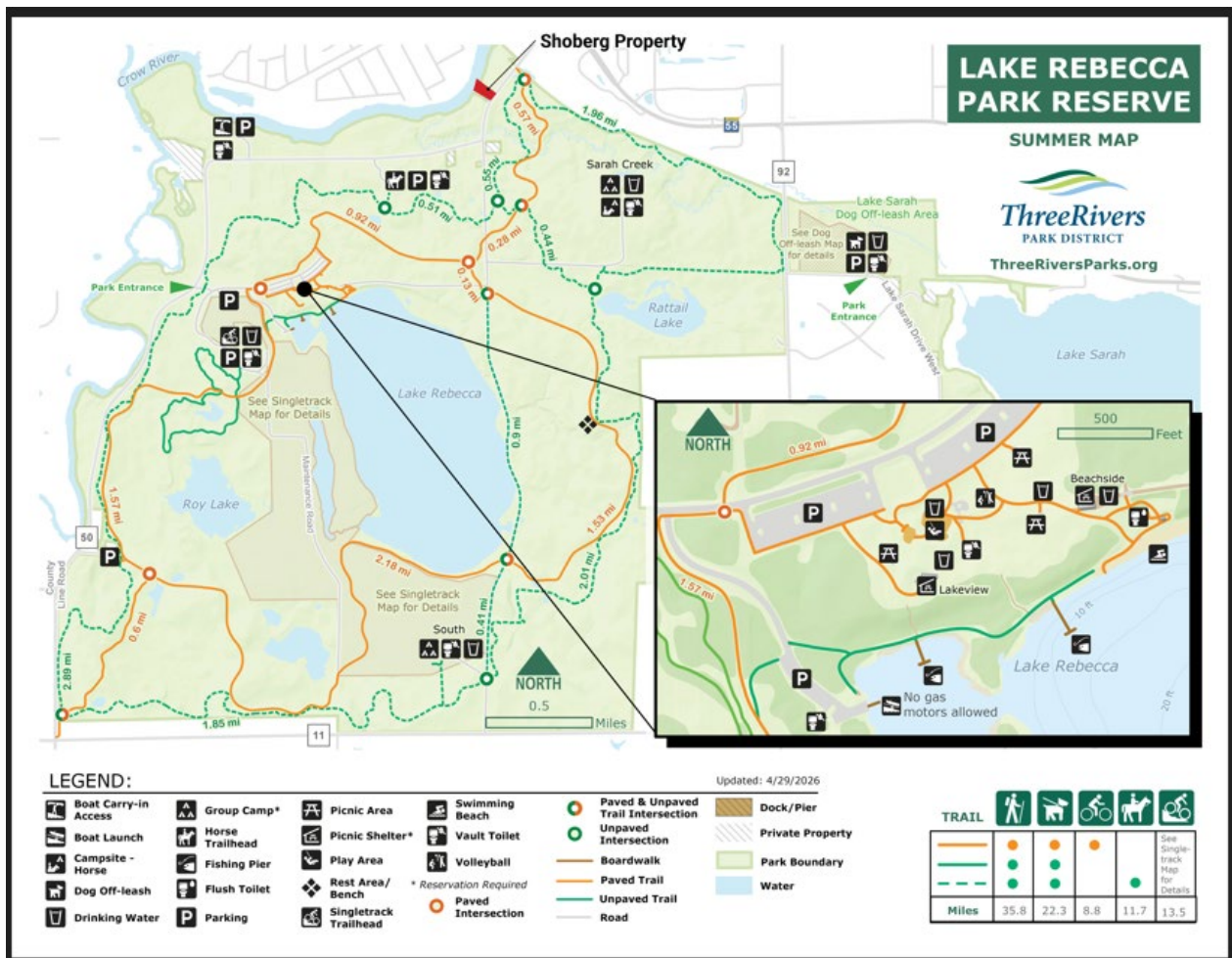


Figure 4. Aerial image and property map.



Exhibit 2: Grant request letter



Three Rivers
Park District
Board of
Commissioners

May 8, 2026

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: Shoberg Property Inholding
8370 Rebecca Park Trail, Greenfield, MN 55373
PID: 2911924430008

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 up to \$502,199.38 for acquisition of 1.27 acres located at 8370 Rebecca Park Trail 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 acquisition of the Shoberg property surrounded on three sides by Lake Rebecca Park Reserve and the fourth being the Crow River. The Shoberg property is one of the remaining inholdings along the Crow River to complete the park reserve boundary. Acquisition of this property supports the long-term vision of Lake Rebecca by preserving and restoring the existing natural resources of the river landscape.

Jan Guenther
Appointed
At Large

Regional Recreation & Natural Resource Summary

Jesse Winkler
Appointed
At Large

Lake Rebecca Park Reserve is a large, scenic park managed by Three Rivers Park District that offers a blend of natural beauty and year-round recreation. Centered around the 254-acre Lake Rebecca, the park features rolling Big Woods landscapes, wetlands, and wildlife habitat, including areas important to trumpeter swan restoration. Visitors enjoy miles of trails for hiking, biking, horseback riding, skiing, and snowshoeing, along with lake activities such as paddling, fishing and swimming at the seasonal beach. The park also includes picnic areas, group camps, and a nature-inspired playground, making it a valued destination for outdoor recreation, environmental stewardship, and family gatherings in the west metro area.

Boe Carlson
Superintendent

Natural Resource Summary

The proposed property is currently utilized as a single family residential homesite within the Pioneer-Sarah Creek Watershed Management Area. Its current land use is a mix of mowed grass and deciduous tree cover. The deciduous tree cover extends to/from the proposed property and is contiguous with Lake Rebecca Park Reserve tree cover. The long-range stewardship plan is to remove the residential home and associated outbuildings and restore to open space.

Funding Request

Three Rivers requests FY2026 Metropolitan Council acquisition funding consideration at the Council's earliest opportunity as the closing of the property occurred on April 22, 2026.

Thank you for your continued assistance through this process.



Ann Rexine
Principal Planner

C: Boe Carlson, Superintendent
 Kelly Grissman, Director of Planning
 Jessica Lee, Metropolitan Council

Exhibit 3: Grant application

Three Rivers Park District

Lake Rebecca Park Reserve Shoberg Acquisition

Parks Grants Acquisition

ID: R-2026-04589

Ann Rexine

Requested: \$502,200

Status

Program Staff Review

▼ Table of Contents

General Information

Grant Budget

Funds & Payments - Internal

Grant Requirements - Internal

Dates & Financials - Internal Only

Project Description

Stewardship and Minimal Access

Site Description

Sellers and Parcels

Attachments

Review & Feedback - Internal

Communications & Relationships - Internal

Original Grant Contacts - Internal

Notes & History - Internal

▼ General Information

Grant Title: Lake Rebecca Park Reserve Shoberg Acquisition

Organization Name: Three Rivers Park District

▼ Organization Information

Organization Name	Three Rivers Park District
Legal Name	Three Rivers Park District
Street Address	3000 Xenium LN N
Street Address 2	
City	Plymouth
County	Hennepin
State	Minnesota
Country	United States of America
ZIP Code	55441

▼ Contact Information

Contact	Full Name	Email	Phone
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Primary Grant Contact	Ann Rexine	ann.rexine@threeriversparks.org	763-694-1103
Additional Contact	Boe Carlson	boe.carlson@threeriversparks.org	763-559-6761
Additional Contact	Kelly Grissman	kelly.grissman@threeriversparks.org	763-694-7635
Additional Contact	Kathryn Moore	Kathryn.Moore@threeriversparks.org	763-559-6715
Additional Contact	Eric Quiring	Eric.Quiring@threeriversparks.org	763-559-6718

▼ Grant Budget

Line Item	Category	Requested	Recommended
	Negotiated Purchase Price	\$400,000.00	
	Negotiated Purchase Price Subtotal:	\$400,000.00	
	Appraisal	\$1,400.00	\$1,050.50
	Appraisal Subtotal:	\$1,400.00	\$1,050.50
	Phase I Environmental Site Assessment	\$2,400.00	
	Phase I Environmental Site Assessment Subtotal:	\$2,400.00	
	Land Stewardship	\$80,000.00	
	Land Stewardship Subtotal:	\$80,000.00	
	Pro-Rated Share of All Property Taxes/Assessments	\$3,429.00	
	Pro-Rated Share of All Property Taxes/Assessments Subtotal:	\$3,429.00	
	Legal Services and Closing Costs	\$1,845.00	
	Legal Services and Closing Costs Subtotal:	\$1,845.00	
	Property Tax Equivalency Payment - 473.341	\$2,419.00	
	Property Tax Equivalency Payment - 473.341 Subtotal:	\$2,419.00	
	Title Insurance	\$1,000.00	
	Title Insurance Subtotal:	\$1,000.00	
	Well Disclosure Statement	\$50.00	
	Well Disclosure Statement Subtotal:	\$50.00	
	Other Holding	\$4,657.00	
	Other Holding Subtotal:	\$4,657.00	
	Environmental Contamination Remediation	\$5,000.00	
	Environmental Contamination Remediation Subtotal:	\$5,000.00	
	Grand Total:	\$502,200.00	\$1,050.50

Requested Budget Table

Line Item	Total Amount	Match Amount	Requested Grant Amount
	\$400,000.00	\$100,000.00	\$300,000.00
Negotiated Purchase Price Subtotal:	\$400,000.00	\$100,000.00	\$300,000.00
	\$1,400.00	\$350.00	\$1,050.00
Appraisal Subtotal:	\$1,400.00	\$350.00	\$1,050.00
	\$2,400.00	\$600.00	\$1,800.00
Phase I Environmental Site Assessment Subtotal:	\$2,400.00	\$600.00	\$1,800.00
	\$80,000.00	\$20,000.00	\$60,000.00
Land Stewardship Subtotal:	\$80,000.00	\$20,000.00	\$60,000.00
	\$3,429.00	\$857.25	\$2,571.75
Pro-Rated Share of All Property Taxes/Assessments Subtotal:	\$3,429.00	\$857.25	\$2,571.75
	\$1,845.00	\$461.25	\$1,383.75
Legal Services and Closing Costs Subtotal:	\$1,845.00	\$461.25	\$1,383.75
	\$2,419.00	\$604.75	\$1,814.25
Property Tax Equivalency Payment - 473.341 Subtotal:	\$2,419.00	\$604.75	\$1,814.25
	\$1,000.00	\$250.00	\$750.00
Title Insurance Subtotal:	\$1,000.00	\$250.00	\$750.00
	\$50.00	\$12.50	\$37.50
Well Disclosure Statement Subtotal:	\$50.00	\$12.50	\$37.50
	\$4,657.00	\$1,164.25	\$3,492.75
Other Holding Subtotal:	\$4,657.00	\$1,164.25	\$3,492.75
	\$5,000.00	\$1,250.00	\$3,750.00
Environmental Contamination Remediation Subtotal:	\$5,000.00	\$1,250.00	\$3,750.00
Grand Total:	\$502,200.00	\$125,550.00	\$376,650.00

Recommended Budget Table

Line Item	Total Amount	Match Amount	Grant Amount
	\$400,000.00	\$100,000.00	
Negotiated Purchase Price Subtotal:			
	\$1,400.00	\$350.00	\$1,050.50
Appraisal Subtotal:			
	\$2,400.00	\$600.00	
Phase I Environmental Site			

Assessment Subtotal:			
	\$80,000.00	\$20,000.00	
Land Stewardship Subtotal:			
	\$3,429.00	\$857.25	
Pro-Rated Share of All Property Taxes/Assessments Subtotal:			
	\$1,845.00	\$461.25	
Legal Services and Closing Costs Subtotal:			
	\$2,419.00	\$604.75	
Property Tax Equivalency Payment - 473.341 Subtotal:			
	\$1,000.00	\$250.00	
Title Insurance Subtotal:			
	\$50.00	\$12.50	
Well Disclosure Statement Subtotal:			
	\$4,657.00	\$1,164.25	
Other Holding Subtotal:			
	\$5,000.00	\$1,250.00	
Environmental Contamination Remediation Subtotal:			
Grand Total:	\$502,200.00	\$125,550.00	\$1,050.50

▼ Funds & Payments - Internal

Current Amount Recommended:

▼ Funding Sources

Funding Sources

No Funding Sources available

Funding Source Allocation	Amount	Payments	Remaining Balance
No funding sources attached to this request.			

▼ Payments and Refunds

Payments and Refunds

Add Payment

No transactions available

▼ Grant Requirements - Internal

Progress Reports

No Progress Reports available

▼ Dates & Financials - Internal Only

Start Date:

End Date:

Amount Requested: \$502,200.00

▼ Location of Project

Primary Regional Park or Trail: Lake Rebecca Park Reserve

Additional Parks/Trails: Lake Rebecca Park Reserve

Latitude: 45.081056435255874

Longitude: -93.73760912546328

▼ Project Description

PAOF requests are limited to a single park or trail and a single landowner.

Park or Trail Name: Lake Rebecca Park Reserve

Long Range Plan

An acquisition request will not be considered complete until the property is located in a Council-approved long range plan.

Is this project consistent with a Council- approved long range plan? Yes

Council Approved Date: 7/23/1998

▼ Acquisition Method

Acquisition Method: Fee Title

Provide 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.

Routine fee title acquisition of a current Lake Rebecca Park Reserve inholding. Property contains 1 residential home and will be returned to open space.

Does this acquisition involve eminent domain? No

▼ Public Domain

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

▼ 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: 4/21/2026

Type of Agreement: Purchase Agreement

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

Date Agreement Expires: 4/21/2026

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.

Does the request 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.

Appraisal Effective Date: 7/22/2025

Appraised Value: \$400,000.00

Amount being offered the seller (net of closing and other costs): \$400,000.00

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

Natural Resources

Natural Resources (select all that apply): Shoreline, Wooded

Describe the existing natural resources.

The 1.27 acre parcel is located directly on the Crow River. It is relatively flat on the eastern half where the home and driveway reside. The property is surrounded by wooded vegetation on three sides. The backyard of the home slopes to the Crow River. The property has approximately 190 feet of Crow River shoreline.

Known Opposition

Is the Agency aware of any opposition? No

Encumbrances

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

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

Clear Title

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

Funding Sources

For guidance, see the PAOF rules in the 2050 Regional Parks and Trails Policy Plan. For **ENRTF fee title acquisition project requirements**, see [here](#).

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

Anticipated Funding Sources: PTLF Legacy / Council match

Funding Source Comments (if desired):

Source of Local Match.

Three Rivers Land Acquisition Development Fund (LADB)

Structures Currently on the Property

Does the property contain ANY structures? Yes

Does the property currently contain any habitable structures or structures of value? Yes

Please describe.

The subject is a single-family home located at 8370 Rebecca Prak Trail in Greenfield. The site consists of 55,446 SF (1.27 acres) and is improved with a 975 SF (GLA) single-family home. The home was originally built in 1952. The home is located along the Crow River which is appealing to homeowners.

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

▼ Stewardship and Minimal Access

Describe the stewardship plan.

The property is to return to open space and be included in the Lake Rebecca Park Reserve boundary. Three Rivers has an agreement with the Rockford Fire Department to conduct a practice burn on the residential home after a hazardous materials assessment and abatement are completed. After demolition, the site will be remediated of debris and seeded with a native seed mixture to return to parkland.

How will the stewardship implementation be funded?

The stewardship is a joint partnership with Rockford Fire Department, Three Rivers Park District and Metropolitan Council.

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

▼ Site Description

Land Uses

Describe current use of property.

The subject is a single-family home located at 8370 Rebecca Prak Trail in Greenfield. The site consists of 55,446 SF (1.27 acres) and is improved with a 975 SF (GLA) single-family home. The home was originally built in 1952. The home is located along the Crow River which is appealing to homeowners. However, the site has a steep slope towards the river, which limits access. Furthermore, there is a large green screen, which limits views of the river (seasonal views).

Inspection

Does the property contain any of the following? Select as many as apply.

Potential asbestos-containing materials, Septic, Wells

▼ Sellers and Parcels

Add explanatory text

Sellers and Parcels

• Laurie Shoberg, 8370 Rebecca Park Tr, Greenfield, MN 55373, 2911924430008, , 37A, Greenfield, Hennepin, Judy Johnson - District 1, Monica Dillenburg - District A, 45.08105927293422, - [View](#)

▼ Certification

By checking this box you agree that you, an authorized representative of your agency, have read the information presented in this application and all of the information provided is correct to the best of your knowledge.

Yes

▼ Attachments

Required Attachments

The below attachments are required.

Additional Attachments

The below attachments are required if your application meets the below criteria:

- Phase I ESA (if land may be contaminated or have abandoned wells)
- Phase II Environmental Assessment Report (required if indicated in Phase I)
- Relocation description and estimated costs OR signed waiver of relocation rights
- Required for Condemnation Only
- Copy of notice to Council advising court filing
- Condemnation or administrative settlement
- Documentation of when petition was filed with court
- For Matching Grant:
- Copy of Other Grant
- Invoices:
- Invoice: Current Property Tax Statement with Pro-Rated Share of Tax Due
- Invoice: State Deed Tax or Conservation Fee
- Invoice: Tax Equivalency Payment
- Invoice: Phase I Environmental Assessment (if claimed in application)
- Invoice: Phase II Environmental Assessment (if claimed in application)
- Invoice: Appraisal (if claimed in application)
- Invoice: Title Insurance (if claimed in application)
- Estimated Costs:
- Itemized ESTIMATE of closing costs
- Minimal access development costs
- Other costs

The below criteria are not required, but should be provided if available.

- Appraisal Review Report
- Any Additional Documentation Available

APPLICATION DOCUMENTS

Filter by Type



Shoberg Not applicable.docx



Relocation Description and Estimated Costs

Added by Ann Rexine at 8:00 AM on May 11, 2026



Shoberg Not applicable.docx



Phase II Environmental Assessment Report

Added by Ann Rexine at 8:00 AM on May 11, 2026



Shoberg Not applicable.docx



Other Costs

Added by Ann Rexine at 7:59 AM on May 11, 2026



Shoberg Not applicable.docx



Minimal Access Development Costs

Added by Ann Rexine at 7:59 AM on May 11, 2026



Shoberg Not applicable.docx



Invoice: Phase II Environmental Assessment

Added by Ann Rexine at 7:59 AM on May 11, 2026

1 - 5 of 31 Records

1 2 3 ... 6 7

Jump to Page

▼ **Review & Feedback - Internal**

Program: Regional Parks and Trails

Sub Program: Parks Grants Acquisition

Assigned Council Program Contact:

Finance Unit Reviewer:

Comments Returned to Applicant:

External Reviewers

Reviewers

▼ **Communications & Relationships - Internal**

Relationships

Interactions

► Signals (0 Signals)

► Internal Notifications (0 internal notifications)

OUTLOOK EMAIL COMPONENT

SYSTEM GENERATED EMAIL ALERTS

▼ Original Grant Contacts - Internal

Pre Award Primary Grant Contact:

Pre Award Other Internal Staff Contact
1:

Pre Award Other Internal Staff Contact
2:

Pre Award Developer/Consultant 1:

Pre Award Developer/Consultant 2:

▼ Notes & History - Internal

Status

Program Staff Review

Adobe Sign

Agreement ID:

Adobe Status:

Latest Event:

Adobe Executed Date:

NOTES

Draft → Program Staff Review

Created by Ann Rexine at 8:54 AM on May 11, 2026

HISTORY

Show History

Updated By: Nicole Clapp

Created By: Ann Rexine

Updated At: 7/17/2026

Created At: 5/5/2026

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:	55,446 SF (1.27 acres)
Year Built:	1952
GLA:	975 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:	\$400,000
Income Approach:	Not Applied
Final Value Opinion:	\$400,000

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 a 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:	July 22, 2025
Inspection Date:	July 22, 2025
Date of Report:	September 5, 2025

Exhibit 5: Board approval

THREE RIVERS PARK DISTRICT

REGULAR BOARD MEETING

November 13, 2025

Commissioners Present: John Gibbs, Chair; Marge Beard, Jennifer DeJournett, Erin Kolb, and Jesse Winkler

Commissioners Absent: Jan Guenther and Louise Segreto

Staff Present: Boe Carlson, Superintendent; A. Berns, J. Bowe, B. Chock, J. Foust, K. Grissman, S. Hamilton, B. Hansen, M. Heurung, H. Koolick, K. Lynch, J. Markle, D. McCullough, E. Quiring, A. Rexine, L. Skinner, S. Spicer-Zimmerman, J. Vlaming, A. Whiteside, and J. Zemke

Others Present: Don Winter, President, and Chris Boyer, Executive Director, Three Rivers Park District Foundation

1. OPENING BUSINESS

1A. Call to Order

Board Chair John Gibbs called the meeting to order at the Administrative Center - Board Room, 3000 Xenium Lane North, Plymouth, MN at 5:01 p.m.

1B. Pledge of Allegiance

1C. Roll Call

2. APPROVAL OF AGENDA

MOTION by DeJournett, seconded by Winkler, TO APPROVE THE AGENDA OF THE NOVEMBER 13, 2025, REGULAR BOARD MEETING.

All ayes, no nays, **MOTION ADOPTED**

3. COMMUNICATIONS

3A. People Wishing to Address the Board

(None)

3B. Special Matters: Resolution of Appreciation to Amy Gurski

MOTION by DeJournett, seconded by Kolb, TO ADOPT RESOLUTION NO. 25-22; A RESOLUTION OF APPRECIATION TO AMY GURSKI UPON HER RETIREMENT FROM THREE RIVERS PARK DISTRICT.

Beard Aye
DeJournett Aye

Guenther Absent
Kolb Aye
Segreto Absent

Winkler Aye
Gibbs, Chair Aye

RESOLUTION ADOPTED

3C. Special Matters: Acknowledgement of Donations

Don Winter, President of the Three Rivers Park District Foundation and Chris Boyer, the Foundation's Executive Director, provided an update on the Foundation as well as its fundraising initiatives throughout this past year. The Foundation conveyed to the Park District a check for \$46,233 for new Bike Rental and Safety Stations and the Camping 101 program.

It was announced that Summerbration 2026 has been scheduled for Thursday, August 27, 2026, at Hyland Hills Chalet in Bloomington, MN.

3D. Superintendent's Report

Superintendent Carlson reported on the following item(s):

- 2026 Proposed Board Meeting & Study Session Calendar - Draft No. 3. Commissioner Kolb requested that the March 19th meeting be moved to March 26, 2026. Commissioners were asked to let the Superintendent know if they have a conflict with this or with any of the proposed meeting dates. This item will be brought back in December for final consideration and approval by the Board.*
- Associate Superintendent Luke Skinner shared information on a proposed new mountain bike trail in Hyland Lake Park Reserve to be developed in partnership with the City of Bloomington and the One Track Mind Foundation.*
- Associate Superintendent Mandy Whiteside provided a recap on this year's Summer Camps. Ms. Whiteside announced that 2026 will be the "Big Year of Rivers" and provided a brief overview of what's in store for Summer Camps in 2026.*

4. ROUTINE BUSINESS**MOTION by Winkler, seconded by Beard, TO APPROVE ROUTINE BUSINESS ITEMS AS FOLLOWS:****4A. Funding Request - Expenditure from French Endowment Fund**

MOTION TO AUTHORIZE \$12,000 EXPENDITURE FROM THE CLIFTON FRENCH ENDOWMENT FUND TO PROVIDE FUNDING TOWARDS THE DISTRICT-WIDE IMPLEMENTATION OF INSIGHTS DISCOVERY PROFESSIONAL DEVELOPMENT TRAINING FOR ALL REGULAR PARK DISTRICT EMPLOYEES.

4B. Hennepin County Environmental Response Fund Grant Agreement for the Sochacki Park Water Quality Improvement Project

MOTION TO APPROVE ENVIRONMENTAL RESPONSE FUND GRANT CONTRACT NO. PR00007638 TOTALING \$477,000 IN FUNDING THROUGH HENNEPIN COUNTY.

4C. Award of Construction Contract for Seton and Arcola Bridge Repairs

MOTION TO AWARD A CONTRACT FOR THE DAKOTA RAIL REGIONAL TRAIL SETON & ARCOLA BRIDGE WINGWALL REPAIRS IN MOUND, SPRING PARK, ORONO, AND MINNETONKA BEACH TO SUNRAM CONSTRUCTION, INC. IN THE TOTAL BASE BID AMOUNT OF \$174,440.00 AND TO ESTABLISH A TOTAL CONSTRUCTION BUDGET OF \$191,884.00, INCLUDING A TEN PERCENT CONTINGENCY, WITH FINANCING FROM THE 2024 AND 2025 ASSET MANAGEMENT PROGRAMS.

4D. Award of Construction Contracts for Gale Woods Solar PV Installation

MOTION TO AWARD TWO CONTRACTS FOR THE SOLAR PV INSTALLATION PROJECT IN GALE WOODS TO THE FOLLOWING CONTRACTORS:

1. PAVILION GROUND-MOUNT SYSTEM: AWARDED TO SOLAR CONNECTION INC, ROCHESTER, MN IN THE TOTAL BASE BID AMOUNT OF \$138,600.00, AND
2. EDUCATION CENTER ROOF-MOUNT SYSTEM: AWARDED TO CEDAR CREEK ENERGY, BLAINE, MN IN THE TOTAL BASE BID AMOUNT OF \$107,928.99,

AND TO ESTABLISH A TOTAL CONSTRUCTION BUDGET OF \$271,181.89 INCLUDING A TEN PERCENT CONTINGENCY, WITH FINANCING FROM THE 2024 ASSET MANAGEMENT PROGRAM.

4E. Receive Third Quarter Financial Status Report

NO ACTION REQUIRED.

4F. Lake Rebecca Park Reserve: Acquisition Opportunity

MOTION TO APPROVE A PURCHASE AGREEMENT IN THE AMOUNT OF \$400,000 FOR THE ACQUISITION OF PROPERTY WITHIN LAKE REBECCA PARK RESERVE (PID 2911924430008) IN THE CITY OF GREENFIELD; TO ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH METROPOLITAN COUNCIL; AND TO ESTABLISH A PROJECT BUDGET IN THE AMOUNT OF \$505,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION, DEVELOPMENT AND BETTERMENT FUND.

4G. Elm Creek Park Reserve: Champlin Land Conveyance Agreement

MOTION TO ENTER INTO A CONVEYANCE AGREEMENT FOR ACQUISITION OF THE PORTION OF 12650 ELM CREEK CROSSING IN CHAMPLIN LOCATED ON THE WEST SIDE OF ELM CREEK CROSSING ALONG THE NORTHEAST CORNER OF ELM CREEK PARK RESERVE.

4H. Approval of Amendment to the Hennepin County Community Violence Prevention Grant Agreement

MOTION TO APPROVE AMENDMENT NO. 2 TO HUMAN SERVICES AND PUBLIC HEALTH DEPARTMENT PROVIDER AGREEMENT WITH HENNEPIN COUNTY FOR AN ADDITIONAL \$75,000.

4I. Board Minutes of October 16, 2025

MOTION TO APPROVE THE MINUTES OF THE OCTOBER 16, 2025, REGULAR BOARD MEETING.

4J. Approval of Claims for the Period Ended November 6, 2025

MOTION TO APPROVE PAYMENT OF CLAIMS AS RECOMMENDED BY THE SUPERINTENDENT FOR THE PERIOD ENDED NOVEMBER 6, 2025, IN THE AMOUNT OF \$9,258,669.27.

All ayes, no nays, **MOTIONS ADOPTED**

5. CURRENT BUSINESS

Chair Gibbs announced that Item 5D. Public Hearing on the 2026 General Fund Operating Budget would be considered first under Current Business.

5D. Public Hearing on 2026 General Fund Operating Budget

Chair Gibbs opened the Public Hearing at 5:30 p.m.

Chair Gibbs called for public comment. There were no verbal or written public comments received for the record.

Chair Gibbs called for a motion to close the Public Hearing.

MOTION by Kolb, seconded by DeJournett, TO CLOSE THE PUBLIC HEARING ON THE 2026 GENERAL FUND OPERATING BUDGET.

All ayes, no nays, **MOTION ADOPTED**

The Public Hearing was closed at 5:31 p.m.

5A. Award of Construction Contract for Luce Line Regional Trail Boardwalk Repair in Plymouth and Medicine Lake, MN

MOTION by Beard, seconded by DeJournett, TO AWARD A CONTRACT FOR THE LUCE LINE REGIONAL TRAIL BOARDWALK REPAIR IN PLYMOUTH AND MEDICINE LAKE TO ROSTI CONSTRUCTION COMPANY OF MINNESOTA INC. IN THE TOTAL BASE BID AMOUNT OF \$487,399.25; AND TO ESTABLISH A TOTAL CONSTRUCTION BUDGET OF \$536,139.18 INCLUDING A TEN PERCENT CONTINGENCY, WITH FINANCING FROM THE 2020 AND 2024 ASSET MANAGEMENT PROGRAMS.

All ayes, no nays, **MOTION ADOPTED**

5B. 2026 Hyland Hills Ski Area Operating Budget

MOTION by DeJournett, seconded by Winkler, TO ADOPT THE 2026 OPERATING BUDGET FOR HYLAND HILLS SKI AREA, WITH REVENUES AND EXPENSES OF \$7,436,500 INCLUDING A BUDGETED CONTINGENCY OF \$159,318.

All ayes, no nays, **MOTION ADOPTED**

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 **Laurie Shoberg**, ("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 8370 Rebecca Park Trail, Greenfield, Minnesota, legally described on Exhibit A hereto ("Subject Property"), containing approximately 1.27 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 Four Hundred Thousand Dollars (\$400,000) ("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 Subject 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 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 of the Subject Property 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 Sellers 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 Sellers 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 April 22, 2026 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; and
 - (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:
Heather Lee
2104 19th Ave NE
Minneapolis, MN 55418

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: 11/13/2025

By 
John Gibbs, Board Chair

Dated: 11/13/2025

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

SELLER:

Dated: 10/5/25

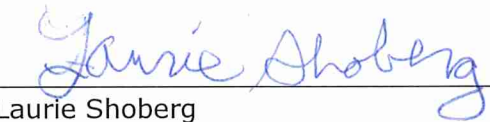
By 
Laurie Shoberg

EXHIBIT A

Legal Description of Subject Property

Unplatted Government Section 29, Township 119, Range 24: That part of the Southeast 1/4 and of the Southwest 1/4 described as commencing at the Southeast corner of said Southwest 1/4 thence on an assumed bearing of North along the East line thereof 628.83 feet thence North 52 degrees, 16 minutes, 31 seconds West 53.13 feet to actual point of beginning, thence South 56 degrees, 15 minutes, 20 seconds East to center line of County Road No. 50, thence northerly along said center line to its intersection with a line bearing South 60 degrees, 50 minutes East from a point on said East line distant 843.32 feet North from said Southeast corner, thence North 60 degrees, 50 minutes West to the shore of the Crow River, thence southerly along said shore to its intersection with a line bearing North 65 degrees, 48 minutes, 01 second West from the point of beginning, thence South 65 degrees, 48 minutes, 01 second East to beginning, excluding Road, Hennepin County, Minnesota.

PID: 29-119-24-43-0008