THREE RIVERS PARK DISTRICT

LONG-RANGE STRATEGIC INITIATIVES COMMITTEE MEETING
Administrative Center - Board Room
3000 Xenium Lane North, Plymouth, MN

Thursday, October 6, 2016
Estimated Time: 11:00 – 11:30 a.m.

Committee Chair: John Gibbs

AGENDA

1. CALL TO ORDER

2. APPROVAL OF AGENDA

Board members who wish to delete or add any item(s) to the agenda shall do so at this time.

Superintendent’s Recommendation:
MOTION TO APPROVE THE AGENDA OF THE OCTOBER 6, 2016, LONG-RANGE STRATEGIC INITIATIVES COMMITTEE MEETING.

3. APPROVAL OF COMMITTEE REPORT OF JULY 7, 2016

Superintendent’s Recommendation:
MOTION TO APPROVE THE REPORT OF THE JULY 7, 2016, LONG-RANGE STRATEGIC INITIATIVES COMMITTEE MEETING.

4. BUSINESS ITEM(S)

A. Rush Creek Regional Trail Acquisition

Superintendent’s Recommendation:
MOTION TO RECOMMEND THAT THE BOARD TERMINATE A PURCHASE AGREEMENT WITH ESTATE DEVELOPMENT CORPORATION FOR THE ACQUISITION OF OUTLOT B AT THE ENCLAVE AT RUSH CREEK (15406 TERRITORIAL ROAD) ON THE RUSH CREEK REGIONAL TRAIL LOCATED IN CITY OF MAPLE GROVE.

MOTION TO RECOMMEND THAT THE BOARD APPROVE A PURCHASE AGREEMENT IN THE AMOUNT OF $367,810 WITH DM AND RS LIMITED PARTNERSHIP FOR THE ACQUISITION OF 10 ACRES LOCATED AT 15406 TERRITORIAL ROAD ON THE RUSH CREEK REGIONAL TRAIL LOCATED IN CITY OF MAPLE GROVE WITH LOCAL FUNDING FROM THE LAND ACQUISITION, DEVELOPMENT AND BETTERMENT FUND.

5. ADJOURNMENT

MOTION TO ADJOURN.
Meeting Date: 10/06/16  Business Item: Report  Item Number: 3

Department: Superintendent's Office  Originating Source: Boe Carlson, Superintendent

Agenda Item: July 7, 2016, Long-Range Strategic Initiatives Committee Report

Superintendent’s Recommendation:

MOTION TO APPROVE THE REPORT OF THE JULY 7, 2016, LONG-RANGE STRATEGIC INITIATIVES COMMITTEE MEETING.

Background:

Report attached.
THREE RIVERS PARK DISTRICT

LONG-RANGE STRATEGIC INITIATIVES COMMITTEE MEETING

July 7, 2016

Commissioners Present: John Gibbs, Chair; Steven E. Antolak, Jennifer DeJournett, Daniel Freeman, John Gunyou, Gene Kay and Penny Steele


1. CALL TO ORDER

The Long-Range Strategic Initiatives Committee meeting was called to order by Chair John Gibbs at the Administrative Center, Board Room, 3000 Xenium Lane North, Plymouth, MN at 9:03 a.m.

2. APPROVAL OF AGENDA

MOTION by Kay, seconded by Freeman, TO APPROVE THE AGENDA OF THE JULY 7, 2016, LONG-RANGE STRATEGIC INITIATIVES COMMITTEE MEETING.

MOTION CARRIED

3. APPROVAL OF COMMITTEE REPORT OF JUNE 2, 2016

MOTION by Freeman, seconded by Kay, TO APPROVE THE REPORT OF THE JUNE 2, 2016, LONG-RANGE STRATEGIC INITIATIVES COMMITTEE MEETING.

MOTION CARRIED

4. BUSINESS ITEM(S)

A. Superintendent’s Update

Superintendent Boe Carlson updated Committee Members on the following items:

- Storm damage at Crow-Hassan Park Reserve and Bryant Lake Regional Park.
- Three Rivers Park District Foundation “Summer-Bration” fundraising event to be held on Saturday, July 23, 2016, from 5:30 to 9:00 p.m. at Gale Woods Farm.

B. Exploring Priorities and Initiatives

No action required; this item was prepared by Associate Superintendent Jonathan Vlaming for information and discussion.

C. Mississippi River Regional Park – New Concepts for Buildings

No action required; this item, including a presentation, was prepared by Kelly Grissman, Director of Planning; Denis Hahn, Director of Outdoor Education; and Jonathan Vlaming, Associate Superintendent.
5. **ADJOURNMENT**

MOTION by Freeman, seconded by Antolak, TO ADJOURN THE JULY 7, 2016, MEETING OF THE LONG-RANGE STRATEGIC INITIATIVES COMMITTEE.  

MOTION CARRIED

The meeting was adjourned at 10:33 a.m.
Meeting Date: 10/06/16

Division: Planning, Design & Technology

Originating Source: Jonathan Vlaming, Assoc. Supt.

Agenda Item: Rush Creek Regional Trail Acquisition

Superintendent’s Recommendation:

MOTION TO RECOMMEND THAT THE BOARD TERMINATE A PURCHASE AGREEMENT WITH ESTATE DEVELOPMENT CORPORATION FOR THE ACQUISITION OF OUTLOT B AT THE ENCLAVE AT RUSH CREEK (15406 TERRITORIAL ROAD) ON THE RUSH CREEK REGIONAL TRAIL LOCATED IN CITY OF MAPLE GROVE.

MOTION TO RECOMMEND THAT THE BOARD APPROVE A PURCHASE AGREEMENT IN THE AMOUNT OF $367,810 WITH DM AND RS LIMITED PARTNERSHIP FOR THE ACQUISITION OF 10 ACRES LOCATED AT 15406 TERRITORIAL ROAD ON THE RUSH CREEK REGIONAL TRAIL LOCATED IN CITY OF MAPLE GROVE WITH LOCAL FUNDING FROM THE LAND ACQUISITION, DEVELOPMENT AND BETTERMENT FUND.

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

Background:

On May 19, 2016, the Board approved acquisition of Rush Creek Regional Trail property located at 15406 Territorial Road in the City of Maple Grove (Reference 4A-1). However, the circumstances on which the purchase agreement was based have changed requiring a cancellation of the original purchase agreement and approval of a new purchase agreement. The original May 19, 2016 Three Rivers purchase agreement was with a developer, contingent on the developer’s successful acquisition of the property prior to sale of an outlot to Three Rivers. The developer and property owner have since terminated their agreement, and the developer will not be acquiring the land. While the Three Rivers purchase agreement is effectively no longer valid, Park District staff and Legal Counsel recommend formally terminating the purchase agreement (Reference 4A-2).

The property owner, DM and RS Limited Partnership, is interested in selling the same property and for the same price to the Park District. A revised purchase agreement reflecting the new seller and updated terms and conditions to reflect the new transaction details is enclosed for Board review and consideration (Reference 4A-3).

Funding

The estimated total acquisition cost is approximately $385,000 including purchase cost, appraisal, any environmental assessment work, legal fees, and title commitment/insurance. The acquisition is eligible for up to 75 percent acquisition reimbursement ($288,750) from the Metropolitan Council Park Acquisition Grant Fund. Staff recommends funding the remaining 25 percent local match ($96,250) from the Land Acquisition Development and Betterment fund.
Relationship to the Vision Plan
The Request for Action supports the following element(s) of the Vision Plan:

- Inspire people to recreate
- Connect people to nature
- Collaborate across boundaries
- Complete the critical links in the existing regional trail network within the fully-developed cities of suburban Hennepin County

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

- Policy VII – Land Acquisition
  A. Method of Acquisition
CANCELLATION OF PURCHASE AGREEMENT

This Cancellation Agreement is entered into by and between Three Rivers Park District, a public corporation and political subdivision of the State of Minnesota ("Buyer") and Estate Development Corporation, a Minnesota corporation and its successors and assigns ("Seller") for the purpose of cancelling the Purchase Agreement entered into by the Parties in May 2016 ("Purchase Agreement").

RECITALS

WHEREAS, Buyer and Seller entered into a Purchase Agreement for the property described on Exhibit A attached hereto (the "Subject Property"); and

WHEREAS, the Purchase Agreement provided that Seller would obtain and convey the Subject Property to Buyer; and

WHEREAS, Seller has not obtained ownership of the Subject Property; and

WHEREAS, the Purchase Agreement is contingent upon Seller’s acquisition of the Subject Property from the current owner and any failure to satisfy any contingency renders the Purchase Agreement null and void.

NOW THEREFORE, the Parties hereto agree as follows:

The Purchase Agreement is hereby cancelled effective immediately and is no longer binding on the Parties. The Parties shall have no other legal obligations between each other arising out of the Purchase Agreement or the Subject Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Cancellation Agreement.

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

Dated: ____________________
By: ________________________
    John Gunyou, Board Chair

Dated: ____________________
By: ________________________
    Boe Carlson, Superintendent
Dated: 9-19-2016

SELLER

By: [Signature]

Tom Gonyea, President
Estate Development Corporation
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 DM and RS Limited Partnership, LLLP ("DM and RS"), a Minnesota limited liability limited partnership and Minneapolis Jewish Federation, ("Federation") a Minnesota non-profit corporation (DM and RS and Federation are collectively referred to as "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 and desires to subdivide property ("Land") described on Exhibit A in the City of Maple Grove, Minnesota; and

WHEREAS, Seller desires to subdivide property to create a separate parcel for regional trail and park purposes ("Subject Property") described on Exhibit B; and

WHEREAS, Seller and Buyer wish to enter into an agreement for the conveyance of Subject Property from Seller to Buyer on the following terms and conditions.

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 title to the Subject Property, subject to the Permitted Encumbrances.

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 as the purchase price for the Subject Property the sum of $367,810.00 in cash or other currently available funds, 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 said premises subject only to the following exceptions:

   (a) Building and zoning laws, ordinances, State and Federal regulations.

   (b) Reservation of any minerals or mineral rights to the State of Minnesota.

   (c) The Permitted Encumbrances

Buyer acknowledges that Seller has not yet obtained final plat or subdivision approval of the Land to create the Subject Property.
4. **Easements.** Seller and Buyer agree to execute, deliver and record the following easements encumbering the Subject Property each of which shall be deemed a Permitted Encumbrance.

   (a) **Drainage and Utility Easement.** On or before the date of closing, a Drainage and Utility Easement over and across the Subject Property a form mutually agreed to by the parties to be attached hereto as Exhibit C.

   (b) **Conservation Easement.** After the date of closing a Conservation Easement over and across the Subject Property in a form mutually agreed to by the parties to be attached hereto as Exhibit D. Buyer shall execute and deliver for recording the Conservation Easement to Seller as soon as practical after the closing but in no event later than three months after the closing. If Buyer fails to execute, deliver and record the Conservation Easement within three months of closing, Seller may seek specific performance of the same, it being agreed to by the parties that failure to grant the Conservation Easement is a unique interest specifically bargained for herein and the breach by Buyer cannot be compensated solely by monetary damages. Seller may recover all costs and expenses incurred in pursuing such action for specific performance.

5. **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.

6. **Special Assessments.** Seller shall pay on or before the date of closing all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing, and all other special assessments levied or pending as of the date of this Agreement. Seller shall provide for payment of special assessments pending after the date of this Agreement for improvements that have been ordered by the City Council or other governmental assessing authorities. Seller shall pay on date of closing any deferred real estate taxes or special assessments, payment of which is required as a result of the closing of this sale.

7. **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.

8. **Damages To Real Property.** 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 buildings and fixtures conveyed by this Agreement payable by reason of such damage or destruction shall be paid to the Buyer.
9. **Title and Documents.**

(a) **Documents and Information to be provided.** Within 30 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 control.

(iv) Copies of any written agreements affecting the ownership and use of the Subject Property known to Seller.

(b) **Title Commitment.** Seller shall within 15 days of recording a final plat, subdivision, or similar document legally creating the Subject Property furnish Buyer with an owner’s title commitment. Seller shall pay the title commitment fee. Buyer shall pay the premium for any title insurance desired by Buyer. The title examination period shall commence upon Buyer’s receipt of a current title insurance commitment.

(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. Any matters disclosed by the title commitment and not objected to by Buyer are “Permitted Encumbrances”. If Buyer objects to title, Seller shall have 120 days from the date of such objections to make title marketable or to determine to not make title marketable and to terminate this Agreement, in which case neither party shall have any further obligation to the other. If title is not made marketable within 120 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. While Seller is attempting to cure any objections, the closing shall be extended if necessary.

(d) **Inspections; Document Review.** With respect to all of the above items other than the title documents, Buyer shall have until November 30, 2016 (the “Inspection Period”) to inspect all such items. Further, Buyer may, during the Inspection Period, 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 (i) pay all costs thereof (iii) upon completion of any invasive
investigation restore the Subject Property and (iv) shall indemnify 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, materialmen and other liens filed against Subject Property in connection with work performed or material furnished by or at the direction of Buyer, which indemnification shall survive the termination of this Agreement.

10. **Environmental.** To DM and RS’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 DM and RS’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 their possession concerning environmental matters relating to the Subject Property. To DM and RS’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.

DM and RS 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 DM and RS prior to conveyance to Buyer.

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 notice of such default.

12. **Due Authorization.** Seller and Buyer hereby represent to the other that each has 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 9 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 February 1, 2017 or at such time and place 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 in the form required herein, and

   (e) pay the deed tax.

   (ii) At the Closing Buyer shall:

   (a) pay the purchase price;

   (b) pay the premium for title insurance, if desired by Buyer; and

   (c) pay any and all other closing costs including all filing and/or recording fees.

(b) **Contingencies.** Notwithstanding the foregoing, the parties to this Agreement acknowledge that the Closing is expressly subject to the
satisfaction of the following contingencies on or before January 30, 2017 (the “Contingency Date”):

(i) Buyer shall obtain consent of the City of Maple Grove to its acquisition of the Subject Property in accordance with Minn. Stat. § 398.09(b)(1);

(ii) The parties shall obtain all other consents required from governmental or other regulatory authorities; and

(iii) Buyer shall have the right, at its sole discretion, to terminate this Agreement for Environmental reasons at any time prior to Closing.

(iv) This Agreement and the obligations of Buyer hereunder are strictly contingent upon approval of this Agreement by Buyer’s Board of Commissioners.

(v) Approval of funding from the Metropolitan Council.

(vi) Seller’s receipt of an approved final plat or subdivision of the Land effectively creating the Subject Property suitable for recording from all applicable governmental authorities.

(vii) Seller and Buyer’s approval of language and terms for the drainage and utility easement and conservation easement on the Subject Property, in accordance with paragraph 4.

Any failure to satisfy any contingency contained in this Section 13(b) on or before the Contingency Date, unless extended by mutual agreement of the parties, shall, unless waived by the party benefiting therefrom shall render this Agreement null and void and the parties shall execute any instruments necessary to cancel this Agreement.

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

15. **Possession.** Seller shall deliver possession of the Subject Property on the date of closing, free and clear of any tenants or other parties in possession other than as permitted by the Permitted Encumbrances.

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.
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. **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:**
DM and RS Limited Partnership
David Segal
2220 Cape Cod Place
Minnetonka, MN 55305

Minneapolis Jewish Federation
_______________________

**with a copy to:**
Synergy Land Company
Brent Hislop
PO Box 67
Excelsior, MN 55331

Brian Weisberg
Siegal Brill P.A.
100 Washington Ave. S., Suite 1300
Minneapolis, MN 55401

**If to Buyer:**
Three Rivers Park District
Office of the Superintendent
3000 Xenium Lane North
Plymouth, MN 55441
22. **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.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement.

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

Dated: ________________ By: ______________________________
John Gunyou, Board Chair

Dated: ________________ By: ______________________________
Boe Carlson, Superintendent

**DM and RS LIMITED PARTNERSHIP**

Dated: ________________
David Segal, General Partner

**MINNEAPOLIS JEWISH FEDERATION**

Dated: ________________ By: ______________________________
Its: ______________________________

This instrument was drafted by:
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441
763-559-6718
EXHIBIT A

Legal Description of the Land

That part of the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of
the Northwest Quarter of Section 4, Township 119, Range 22, Hennepin County, Minnesota,
which lies northerly of the following described line:

Beginning at the northwest corner of the Southeast Quarter of the Northwest Quarter of
said Section 4; thence South 88 degrees 47 minutes 40 seconds East, assumed bearing
along the north line of said Southeast Quarter of the Northwest Quarter, 132.00 feet;
thence South 00 degrees 28 minutes 40 seconds West, parallel with the west line of said
Southeast Quarter of the Northwest Quarter, 63.78 feet; thence North 44 degrees 24
minutes 11 seconds East 94.70 feet; thence North 48 degrees 21 minutes 58 seconds East
60.29 feet; thence North 89 degrees 20 minutes 53 seconds East 38.77 feet; thence South
19 degrees 12 minutes 54 seconds East 77.89 feet; thence South 03 degrees 58 minutes 26
seconds West 10.37 feet; thence South 19 degrees 03 minutes 34 seconds West 52.37 feet;
thence South 42 degrees 03 minutes 09 seconds East 45.54 feet; thence North 55 degrees
40 minutes 43 seconds East 85.64 feet; thence South 32 degrees 25 minutes 03 seconds
East 63.20 feet; thence South 70 degrees 04 minutes 04 seconds East 92.67 feet; thence
South 04 degrees 16 minutes 37 seconds East 45.53 feet; thence South 18 degrees 45
minutes 17 seconds East 45.27 feet; thence South 77 degrees 07 minutes 47 seconds East
59.55 feet; thence South 48 degrees 41 minutes 46 seconds East 27.36 feet; thence South
12 degrees 19 minutes 12 seconds East 54.07 feet; thence South 14 degrees 29 minutes 25
seconds West 48.52 feet; thence South 15 degrees 47 minutes 54 seconds East 23.97 feet;
thence South 64 degrees 50 minutes 51 seconds East 36.27 feet; thence North 59 degrees
53 minutes 10 seconds East 34.77 feet; thence North 39 degrees 50 minutes 58 seconds
East 81.41 feet; thence North 74 degrees 51 minutes 38 seconds East 30.83 feet; thence
South 52 degrees 46 minutes 50 seconds East 44.69 feet; thence South 07 degrees 08
minutes 55 seconds East 84.15 feet; thence South 38 degrees 35 minutes 08 seconds West
50.20 feet; thence South 40 degrees 12 minutes 52 seconds East 41.54 feet; thence North
83 degrees 33 minutes 29 seconds East 120.99 feet; thence North 19 degrees 59 minutes
02 seconds East 242.13 feet; thence North 02 degrees 51 minutes 29 seconds East 49.83
feet; thence North 30 degrees 31 minutes 13 seconds East 37.08 feet; thence North 46
degrees 33 minutes 09 seconds East 79.52 feet; thence North 21 degrees 33 minutes 18
seconds East 83.52 feet; thence North 45 degrees 20 minutes 17 seconds East 65.29 feet;
thence North 50 degrees 28 minutes 44 seconds East 52.00 feet; thence North 73 degrees
28 minutes 05 seconds East 86.94 feet to the east line of said Northeast Quarter of the
Northwest Quarter, and there said line terminating.
Legal Description of the Subject Property

Legal description to be determined upon subdivision of land and attached prior to closing.

Subject Property shown below as Outlot B.
Exhibit C
Utility Easement (Form)
Exhibit D
Conservation Easement (Form)