MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

Meeting: Board of Managers
Meeting date: 10/9/2025
Agenda Item #: 11.2
Request for Board Action

Title:	Authorization to Execute Purchase Agreement for 6300 Painter Road, Minnetrista
Resolution number:	25-058
Prepared by:	Name: Kailey Cermak Phone: 952-641-4501 Kcermak@minnehahacreek.org
Reviewed by:	Name/Title: Michael Hayman, Project Planning Director; Chuck Holtman, Smith Partners
Recommended action:	Staff recommends the Board authorizes staff to execute a purchase agreement to acquire property at 6300 Painter Road in Minnetrista.
Schedule:	October 10, 2025: Purchase Agreement Execution November 9, 2025: 30-day Due Diligence Period Complete February 7, 2025 (or sooner): Close on Property
Budget considerations:	Fund name and code: Capital Finance 3-3001 Fund budget: $14,318,768 Expenditures to date: $0 Requested amount of funding: *$825,000 purchase price plus closing costs *Per Board request, staff is exploring other financing options
Past Board action:	9/25/25: Board acquisition discussion via closed session 9/11/25: Board acquisition discussion via closed session 8/28/25: Policy and Programs Committee acquisition briefing

Background:
The Painter Creek Subwatershed is a regionally significant landscape characterized by an extensive network of large wetland complexes. These wetlands are interconnected by Painter Creek, which outlets to impaired Jennings Bay on Lake Minnetonka. Wetlands in the Subwatershed have been historically ditched, drained, or otherwise altered to support agriculture and development, resulting in disrupted hydrology, degraded habitat, and poor water quality conditions.

Minnehaha Creek Watershed District's (MCWD) focal geography approach emphasizes the benefits of concentrated and sustained efforts – including monitoring, planning, partnership development, and implementation – in priority areas with significant natural resource challenges. The Painter Creek Subwatershed has been identified as one such geography due to the scale and degree of natural resource issues and its contribution of phosphorus loading to Jennings Bay.

Painter Creek Wetland Restorations and Stormwater Volume and Pollutant Load Reductions are included in MCWD's Capital Improvement Plan (CIP), with project planning funds assigned in the 2026 budget. Ahead of site-specific planning efforts, the Research and Monitoring department initiated subwatershed assessment work in mid-2025 that will continue into 2026. This foundational work will support setting a comprehensive management strategy for inclusion in the 2027 Watershed Management Plan.

In July 2025, MCWD was made aware of a desirable property acquisition opportunity along Painter Creek, prompting staff to review early findings from the ongoing subwatershed assessment work. On August 28, 2025, staff briefed the Policy and Programs Committee (PPC) on these preliminary insights, outlining how the property aligns with potential project strategies and the broader implementation plan. Staff highlighted the property's (1) strategic position within the subwatershed, with early data indicating that a majority of phosphorus inputs occur upstream of the site, (2) significant upland acreage, providing flexibility for sizing and siting of any future water quality improvement projects, and (3) extensive creek frontage, offering unique restoration and conservation potential.

Following that briefing, staff further evaluated the property's potential for capital project implementation and initiated additional conversations with the City of Minnetrista to better understand its perspectives and future plans for the area. City staff voiced support for MCWD's acquisition and confirmed that MCWD's ownership would align with current and future zoning and long-term needs. This information, together with the completed property appraisal, was shared with the Board during a closed session on September 11, 2025, where valuation and negotiation were discussed, and the Board directed staff to negotiate purchase price and terms with the seller. The resulting agreed-upon terms were reviewed with the Board at a second closed session on September 25, 2025, where the Board expressed support and directed staff to draft a Purchase Agreement for its consideration.

MCWD has the capacity to proceed with the acquisition using its Capital Finance Fund, which is supported by the ad valorem tax levy established annually by the MCWD Board. Recognizing the potential benefits of leveraging financing available through the Master Finance Agreement with Hennepin County, the Board requested that staff explore this option, to either support the purchase at closing or as a future refinancing opportunity. Any decision to pursue County financing, at closing or thereafter, would require formal Board consideration and action. Staff will provide the Board continued updates on financing options in advance of closing, and should the Board elect to request County financing for the purchase or refinancing, formal action will be brought forward at that time.

Summary:
The drafted purchase agreement is attached herein and includes the following provisions:

- A purchase price of $825,000
- Earnest money of $10,000, applied towards the purchase price at closing
- District payment of 50% of all closing costs
- 30-day buyer review period for due diligence, including internal approvals and consents, and review of title and phase 1 environmental assessment
- A scheduled closing date no later than 120 days after execution of the purchase agreement

Title review has been completed with no issues identified, and a Phase 1 Environmental Site Assessment is underway. Together, these due diligence steps and the overall closing costs are expected to remain under $20,000. Consistent with the District's WMP, staff are beginning to prepare an interim property management plan to guide near-term stewardship of the site that will manage liability risk upon closing. The working plan is to remove all buildings, with the exception of the pole shed, and to remove subsurface elements such as well and septic. Following removal, the site would be graded and seeded to a native restoration state until project feasibility work informs long-term use. The pole shed would be evaluated for retention for near-term storage and secured if retained. These interim actions following closing would be implemented under contracts that will be presented to the Board for consideration and approval.

At the October 9, 2025, Board of Managers meeting, staff will provide an overview of the Purchase Agreement, along with updates related to the potential financing options. Should the Board authorize execution of the Purchase Agreement, it's understood that during the 30-day review period, the following steps and/or approvals would be obtained and allow for closing:

1. Resolution of support from the City of Minnetrista
2. MCWD public hearing to consider acquisition of the property
3. Board action to formally order the acquisition

Supporting documents (list attachments):

- Attachment 1: Draft Purchase Agreement
- Attachment 2: 6300 Painter Rd, Minnetrista property listing

MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

RESOLUTION

Resolution number: 25-058

Title: Authorization to Execute a Purchase Agreement for 6300 Painter Road, Minnetrista

WHEREAS, Minnehaha Creek Watershed District's (District) focal geography approach emphasizes concentrated and sustained efforts in priority areas with significant natural resource needs, including investment in monitoring, planning, partnership development, and project implementation;

WHEREAS, the Painter Creek Subwatershed, characterized by large degraded interconnected wetland systems, has been identified as a focal geography due to the scale and complexity of natural resource issues and its contribution of phosphorus to impaired Jennings Bay;

WHEREAS, pursuant to Minnesota Statutes §103B.231, the District has adopted and implements a watershed management plan (WMP) that contains a Land Conservation Program to acquire fee and easement interests in key locations for the advancement of water resource goals, and to work with local units of government to implement conservation, water quality, recreation and other initiatives of public benefit on lands subject to the District's acquired interests;

WHEREAS, in July, 2025, staff were made aware of a desirable property for sale along Painter Creek in the City of Minnetrista, prompting staff to consider its strategic value for advancing water quality improvements;

WHEREAS, at the August 28, 2025 Policy and Program Committee meeting, staff briefed the Board on preliminary subwatershed assessment findings and the property's strong alignment with potential project strategies and the subwatershed's broader implementation plan;

WHEREAS, staff suggested that the District acquire the property at 6300 Painter Road (the Property) due to its (1) strategic position within the subwatershed, with early data indicating that a majority of phosphorus inputs occur upstream of the site, (2) significant upland acreage, providing flexibility for sizing and siting of any future water quality improvement projects, and (3) extensive creek frontage, offering unique restoration and conservation potential;

WHEREAS, staff also conferred with the City of Minnetrista, whose staff expressed verbal support for the District's potential acquisition and confirmed District ownership would not conflict with current or future City needs or zoning;

WHEREAS, the District obtained an appraisal of the Property, which was reviewed with the Board during its September 11, 2025 closed session, at which the Board discussed valuation and directed staff to negotiate purchase price and terms with the Seller;

WHEREAS, District staff and the Sellers have drafted a Purchase Agreement and have reached agreement in principle on the terms of that agreement and a selling price of $825,000;

WHEREAS, the Purchase Agreement includes a contingency period between execution and closing for purposes including (1) site and property inspections, (2) title review, (3) environmental work, and (4) internal approvals;

WHEREAS, the Board of Managers finds that subject to indicated contingencies, including an opportunity for public comment and the Board's consideration of the record of public hearing, the acquisition of the Property presents the District with a favorable site to implement subwatershed priorities as set forth in the WMP, and at a reasonable cost;

NOW, THEREFORE, BE IT RESOLVED that the Administrator is authorized to execute the purchase agreement for the purchase of the Property in fee, at a cost not to exceed $825,000, with any nonsubstantive revisions to effect the purposes of the transaction, and on advice of counsel.

BE IT FURTHER RESOLVED that the Administrator may take such other actions necessary to resolve contingencies and related terms of the purchase agreement, in order to achieve terms stated therein for closing, and may pursue acquisition financing options in order to present any such options to the Board for election, and may authorize legal counsel and other consultants, and otherwise expend such sums, as are necessary thereto;

BE IT FURTHER RESOLVED that the Administrator will undertake to secure, and provide to the Board, a resolution of support for the acquisition from the Minnetrista City Council; and

BE IT FINALLY RESOLVED that the Administrator will provide notice in accordance with Minnesota Statutes §103B.251 for a public hearing to be held at the November 6, 2025 Board of Managers meeting, at which time the Board will hear all parties interested in the question of the District's acquisition, and will decide the ordering of the acquisition.

Resolution Number 25-058 was moved by Manager _____________, seconded by Manager ____________. Motion to adopt the resolution ___ ayes, ___ nays, ___abstentions. Date: 10/9/2025

____ Date: ___________________________
Secretary

Attachment 1: Draft Purchase Agreement

Real Estate Purchase Agreement
(6300 Painter Road, Minnetrista, Minnesota)

This Real Estate Purchase Agreement (this "Agreement") is made and entered into as of October ___, 2025 ("Effective Date") by and between **Minnehaha Creek Watershed District**, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D ("Buyer"), and **Sally J. Thielhorn**, individually ("Seller").

1. Sale of Property. Subject to the terms and conditions of this Agreement and for the consideration stated herein, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, all of Seller's right, title, and interest in and to the land generally located at or about **6300 Painter Road, Minnetrista, Minnesota** and as legally described and/or depicted on the attached **Exhibit A**, together with any and all improvements and fixtures in, upon and under the land, all hereditaments and easements appurtenant thereto (collectively, the "Property").

The Property under this Agreement will not include any personal property and all moveable personal property, belongings, and effects located at the Property shall be removed by Seller before Closing; provided, however, (i) Seller may, but shall not be required to, remove any major household appliances on the Property (e.g., refrigerator, oven/range, washer, dryer, etc.), (ii) any items fixed or attached to the Property (e.g., garage benches, furnaces) are fixtures that are part of the Property and not personal property that needs to be removed under this paragraph, and (iii) larger outside items that have "grown into" the Property (i.e., previous farmstead remnants) are also not personal property that needs to be removed under this paragraph.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, RELATING TO OR ARISING FROM THE PROPERTY AND THE SALE OF THE PROPERTY PROVIDED FOR HEREIN IS MADE ON AN "AS-IS", "WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.

2. Purchase Price; Manner of Payment. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be **$825,000.00**. Buyer shall pay the Purchase Price as follows:

(a) As the earnest money deposit, Buyer shall deposit **$10,000.00** (the "Earnest Money") with **Land Title, Inc.** (the "Escrow Agent") within five (5) business days after the Effective Date. If the sale and purchase of the Property is consummated under this Agreement, the Earnest Money shall be applied to the Purchase Price at Closing.

(b) Buyer shall pay the balance of the Purchase Price (subject to adjustments, and the prorations and obligations of each party as set forth in this Agreement) by wire transfer of immediately available funds on the Closing Date (defined below).

3. Buyer's Closing Conditions. The obligations of Buyer under this Agreement are conditioned upon satisfaction by the appropriate party hereunder or express waiver in writing by Buyer of each of the following conditions (each a "Closing Condition" and collectively, the "Closing Conditions"):

(a) Inspection; Environmental Review. By the date that is 30 days after the Effective Date, Buyer shall have determined in Buyer's sole discretion that it is satisfied with (i) its examination and analysis of the Property Records pursuant to Section 7(a) and (ii) its inspections and investigations of the Property pursuant to Section 7(b). Buyer's inspections and investigations of the Property may include, without limitation, completion of environmental site assessments acceptable to Buyer, confirming there are no potential environmental liabilities or hazardous material issues relating to the Property ("Environmental Review").

(b) Title. The Title Company (as defined below), shall be irrevocably committed to issue the Title Policy to Buyer insuring that, as of the Closing, fee title to the Property is vested in Buyer, with a liability amount equal to the Purchase Price, and with such endorsements as reasonably required by Buyer, subject only to the Permitted Encumbrances (defined below) and such other matters approved or deemed approved by Buyer in accordance with this Agreement.

(c) Internal Approvals. On and as of the Closing Date, Buyer shall have obtained all board approvals and/or consents necessary to consummate the Closing under this Agreement.

(d) No Adverse Change; Delivery Condition. On and as of the Closing Date, (i) the Property shall be in the same condition that it is as of the Effective Date, reasonable wear and tear excepted, and free from tenants and occupants, with all personal property removed, and free and clear of any and all trash, debris, and potentially hazardous materials; (ii) there shall be no pending or threatened Proceeding; (iii) no laws affecting any portion of the Property shall have changed or been enacted, issued or pending which would materially and adversely affect the ownership, development, maintenance, repair, operation, use or value of any portion of the Property, such as zoning changes or a building moratorium; (iv) the Property and the use and operation thereof shall comply in all material respects with all applicable zoning, building, health safety, environmental and all other laws, rules, ordinances and all requirements of any insurance underwriters relating in any way to the Property or the development, construction, ownership, use and occupancy thereof.

(e) Covenants, Representations and Warranties. On the Closing Date, Seller shall not be in breach of any of the covenants, representations, and warranties it has made in this Agreement. In addition, there shall not exist any facts or circumstances that would make any of Seller's representations or warranties set forth in this Agreement untrue in any material respect as of the Closing Date.

If any Closing Condition has not been satisfied or waived by Buyer, then, in addition to other applicable rights and remedies hereunder, Buyer may terminate this Agreement by delivery of notice to Seller and to the Escrow Agent (the "Termination Notice"). If Buyer issues a Termination Notice, the Escrow Agent shall promptly return to Buyer the Earnest Money and any interest accrued thereon. Upon such return, neither Seller nor Buyer shall have any further rights or obligations under this Agreement, except for any obligations that expressly survive the termination of this Agreement (the "Surviving Covenants"). Seller and Buyer specifically state and acknowledge that all of the Closing Conditions set forth in this Section are for the sole and exclusive benefit of Buyer, and Buyer shall have the unilateral right to waive any Closing Condition by notice to Seller. Any failure by Buyer to waive or satisfy any of the Closing Conditions shall not be considered a default by Buyer.

4. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on mutually acceptable date that is no later than **120 days** after the Effective Date (the actual date on which Closing occurs being herein referred to as the "Closing Date"). Subject to the foregoing outside Closing Date which is binding on the parties, Buyer acknowledges that Seller desires that the Closing Date will coincide with Seller's closing on the purchase of a new home and the parties will cooperate in good faith to accomplish this.

(a) Escrow Closing. The Closing will take place via escrow facilitated by the Escrow Agent.

(b) Possession. On the Closing Date, Seller shall deliver possession of the Property to Buyer at Closing in the condition required by this Agreement.

(c) Seller's Closing Deliveries. At Closing, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Deliveries") all in a form and content reasonably satisfactory to Buyer, the Escrow Agent, and the Title Company:

(i) Deed. A general warranty deed conveying the Property to Buyer, subject only to the Permitted Encumbrances (the "Deed").

(ii) Well and Septic Documents. All disclosures, inspection reports, and other documents or information related to the existing well or septic system on the Property that are required under applicable law in order to properly convey the Property to Buyer at Closing ("Well and Septic Transfer Documentation").

(iii) Settlement Statement. A Closing settlement statement reflecting the financial provisions of the applicable Closing, consistent with the provisions of this Agreement ("Settlement Statement").

(iv) Seller's Affidavit. An affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Property; that there has been no skill, labor, or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; that there are no unrecorded interests in the Property, and such other matters as may be reasonably required by Buyer, the Escrow Agent, and/or the Title Company to issue the Title Policy (as defined below), including the deletion of the standard exceptions which are capable of being deleted by an owner's or similar affidavit of Seller;

(v) Other Documents. A FIRPTA affidavit, evidence of Seller's authority, 1099 form, and all other documents reasonably determined by Buyer, the Escrow Agent, and/or the Title Company to be necessary to close the transaction and/or transfer the Property to Buyer and which are not inconsistent with this Agreement.

(d) Buyer's Closing Deliveries. On the Closing Date, Buyer shall execute and/or deliver to Seller the following:

(i) Purchase Price. The balance of the Purchase Price by wire transfer of immediately available funds.

(ii) Settlement Statement. Buyer's counterpart to the Settlement Statement.

(iii) Other Documents. All other documents reasonably determined by Seller, the Escrow Agent, and/or the Title Company to be necessary to close the transaction and/or transfer the Property to Buyer and which are not inconsistent with this Agreement.

5. Closing Costs. Seller and Buyer agree to the following allocation of Closing costs regarding this Agreement. The provisions of this Section 5 shall survive the Closing.

(a) Seller Costs. Seller will pay the following costs of Closing: (i) the costs of the Title Commitment, any title search and examination fees; (ii) state transfer/documentary stamp taxes payable in connection with the recording of the Deed; (iii) recording fees for any recordable instruments required to be recorded for title to the Property to be in the condition required by this

Agreement, except the Deed; (iv) one half of any escrow costs or closing costs charged by the Escrow Agent; and (v) the costs of all Well and Septic Transfer Documentation.

(b) Buyer Costs. Buyer will pay the following costs of Closing: (i) the premium(s) for Buyer's owner's title insurance policy; (ii) recording fees for the Deed; and (iii) one half of any escrow costs or closing costs charged by the Escrow Agent.

(c) Attorneys' Fees. Subject to Section 15(m), each of Seller and Buyer shall pay its own attorneys' fees in connection with the preparation and negotiation of this Agreement, the other documents contemplated by this Agreement, and the Closing.

6. Taxes and Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement. The provisions of this Section 6 shall survive the Closing.

(a) Real Estate Taxes and Special Assessments. Real property taxes (excluding special assessments) due and payable with respect to the Property in the year of Closing the Property, shall be prorated to the Closing Date. Seller shall pay all such real estate taxes due and payable with respect to the Property in years prior to the year of Closing (including, without limitation, any deferred taxes). Buyer shall assume responsibility for the payment of all such taxes due and payable with respect to the Property in years subsequent to the year of Closing. Seller shall pay on or before the Closing Date all outstanding levied, deferred and pending special assessments (if any) with respect to the Property.Other Prorations; Proration Method. All other items which are customarily prorated in transactions similar to the transaction contemplated hereunder and which are not otherwise addressed in this Agreement (e.g., Property operating expenses and income) will be prorated as of the Closing Date. In the event any prorations or computations made under this Section 6(b) are based on estimates or prove to be incorrect, then either party shall be entitled to an adjustment to correct the same, provided that it makes written demand on the party from whom it is entitled to such adjustment within one (1) year after the Closing Date. For purposes of calculating the prorations provided for in this Agreement, Buyer shall be deemed to be the owner of the Property on the Closing Date.

7. Buyer's Due Diligence and Inspections.

(a) Property Records. In connection with Buyer's evaluation of the Property, Seller shall provide to Buyer all customary, non-confidential information pertaining to or concerning the Property, that Buyer may reasonably request and that is Seller's possession or control ("Property Records").

(b) Inspections. Commencing on the Effective Date and through the Closing or earlier termination of this Agreement, subject to the terms and conditions of this Section 7(b), Buyer, and Buyer's contractors, consultants, employees, and agents (collectively, "Buyer Representatives") shall be permitted to inspect and investigate the Property and all matters relevant to Buyer's acquisition, ownership, operation, use, and enjoyment of the Property, all at Buyer's sole cost and expense. Such right of inspection and investigation shall include, without limitation, the right for Buyer and Buyer Representatives to make all engineering, soils, drainage and other studies, environmental audits and other investigations of all physical, economic, and other aspects of the Property as Buyer may determine necessary or appropriate. Seller shall reasonably cooperate with such inspections and investigations made by Buyer and/or Buyer Representatives. Buyer shall provide Seller with prior notice of Buyer's intent to access the Property. Seller shall have the right to accompany Buyer and any Buyer Representatives during any and all such inspections and investigations. Buyer is responsible for the cost of (i) any such inspections and investigations, and (ii) returning the Property to substantially the same condition in which it existed prior to the inspections and investigations in all material respects, but only to the extent any physical damage to the Property is caused by any of the Buyer Representatives during any such inspections and investigations.

8. Title Examination. Title examination will be conducted as follows:

(a) Title Evidence. Promptly after the Effective Date, Buyer shall order a current title insurance commitment Insurance ("Title Commitment") for a 2021 ALTA form of Owner's Policy of Title Insurance in a form authorized to be issued in the state of Minnesota and reasonably acceptable to Buyer (the "Title Policy") with respect to the Property issued by the Escrow Agent, as agent for a nationally recognized title insurance company reasonably acceptable to Buyer (the "Title Company"). Promptly after the Effective Date, Seller shall deliver to Buyer copies of its existing surveys of the Property, if any (such existing survey, together with the Title Commitment and any new survey obtained by Buyer, shall hereinafter be referred to collectively as the "Title Evidence").

(b) Buyer's Objections. By no later than 30 days after Buyer's receipt of the last of the Title Evidence, Buyer may make any written objections ("Objections") to Seller to the matters shown in the Title Evidence. Buyer's failure to make Objections within the applicable time period will constitute a waiver of Buyer's right to make Objections. Any item disclosed by the Title Evidence and not objected to by Buyer shall be a "Permitted Encumbrance" hereunder; provided, however, notwithstanding anything to the contrary herein, any mortgages, judgments, mechanic's liens and/or other monetary liens ("Monetary Liens") that affect the Property shall automatically be deemed Objections by Buyer, and Seller shall cause all Monetary Liens to be released at or before Closing and Seller authorizes the Escrow Agent to pay any amount required to satisfy and release such Monetary Liens from the sale proceeds at Closing, provided the amount of such sale proceeds shall not limit Seller's obligation hereunder to satisfy all Monetary Liens at or before Closing. In no event shall any Monetary Lien be considered a Permitted Encumbrance hereunder.

(c) Cure Period. Seller shall advise Buyer in writing ("Cure Notice"), within 15 days after Buyer delivers written notice of any Objections, which (if any) of the Objections Seller is willing to cure (the "Cure Items"). If Seller fails to deliver Seller's Cure Notice within such 15-day period, all Objections will be deemed to be Cure Items. At Seller's sole cost and expense, Seller shall use best efforts to correct, remove or otherwise cure the Cure Items within 30 days after delivery or deemed waiver of Seller's Cure Notice (the "Cure Period") and the Closing will be postposed as necessary. Seller may pay Monetary Liens out of proceeds from Closing on the Closing Date if they are not satisfied prior thereto. If any Cure Items remain uncured at the end of the Cure Period, Buyer may elect one or more of the following options by providing written notice thereof to Seller:

(i) terminate this Agreement within 15 days after the expiration of the Cure Period by written notice of such termination to Seller and upon receipt of such notice from Buyer, this Agreement shall automatically terminate and neither Seller nor Buyer shall have any further rights or obligations under this Agreement (except for the Surviving Covenants), and, if applicable, the Escrow Agent shall promptly return the Earnest Money to Buyer; or

(ii) proceed to Closing without waiver or merger in the Deed of such uncured Cure Items and, without waiver of any other remedies, obtain from Seller damages up to the amount of the cost of curing such uncured Cure Items, plus costs and reasonable attorneys' fees from Seller, with a reasonable estimate of such damages and costs withheld from the Purchase Price and held in escrow until the amount of such damages and costs are conclusively determined; or

(iii) waive the Objections and close the transaction contemplated by this Agreement as if such Objections had not been made, and the title matters related to such Objections will be deemed Permitted Encumbrances.

(d) New Title Matters. If the Title Evidence is amended to include new matters or requirements that are not set forth in the prior Title Evidence, Buyer shall have until the date which is 15 days after Buyer's receipt of the amended Title Evidence and copies of the documents identified in the new matters or requirements, within which to (i) accept title to the Property subject to the new matters or requirements; or (ii) provide notice to Seller of any Objections to such new matters or requirements, in which case the parties shall be governed by and proceed with the process and provisions set forth in Section 8(c) above.

9. Seller's Representations and Warranties. Seller hereby warrants and represents to Buyer as follows:

(a) Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to transfer all of the Property in accordance with this Agreement. The person signing this Agreement and Seller's Closing Deliveries is authorized to do so.

(b) No Actions/Compliance With Laws. There are no actions, litigation, suits, claims, or other proceeding (including, without limitation, tax reduction proceedings or condemnation proceedings) pending, or to Seller's knowledge, contemplated or threatened, before any court, commission, regulatory body, administrative agency or other governmental body with respect to or in any manner affecting the Property or the ability of Seller to consummate the transaction contemplated by this Agreement (collectively, "Proceedings") and, to Seller's knowledge, there is no basis for any such Proceeding. To Seller's knowledge, there is no threatened or contemplated, moratorium, legislative initiative or the like which could materially impact the Property. Seller has not received any notices, demands or deficiency comments from any governmental or quasi-governmental authority with regard to any portion of the Property. Seller has not received notice of, and has no knowledge of, any violations of any laws affecting or applicable to any or all of the Property or any condition currently or previously existing on the Property or any portion thereof which may give rise to any violation of any law applicable to the Property if it were disclosed to the authorities having jurisdiction over the Property.

(c) No Contractual or Donative Commitments. No contractual or donative commitments relating to the Property have been made by, for or on behalf of Seller to any governmental authority, quasi-governmental authority, utility company, community association, homeowners' association or to any other organization, group, or individual which would impose any obligation upon Buyer to make any contribution or dedication of money or land, or to construct, install or maintain any improvements of a public or private nature on or off the Property.

(d) Contracts and Permits. There are no leases, subleases, occupancies or tenancies or parties in possession of any part of the Property, and there are no other rights of possession which have been granted to any third party or parties. Seller has not granted to any party any option, rights of first refusal, contract, easement, license or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein, and there are no service and management contracts, maintenance and repair contracts, and other agreements that affect the Property or the operation, repair or maintenance thereof.

(e) Taxes and Special Assessments. Seller has not submitted and, to Seller's knowledge, no other person has submitted, an application for the creation of any special taxing district affecting the Property, or annexation thereby, or inclusion therein. Seller has not received notice that any governmental or quasi-governmental agency or authority has commenced or intends to commence construction of any special or off-site improvements or has imposed or increased or intends to impose or increase any special or other assessment against the Property or any part thereof, including assessments attributable to revaluations of the Property. The Property is assessed for real estate tax purposes as one or more wholly independent tax lots, separate from any adjoining land or improvements not constituting a part of the Property, and no other land or improvements are assessed and taxed together with the Property.

(f) Property Records. The Property Records are true, correct, complete and accurate in all material respects.

(g) Hazardous Materials. To Seller's knowledge and except as otherwise disclosed in the Property Records, there are no Hazardous Materials on the Property in violation of law. For the purposes of this Agreement, "Hazardous Materials" shall mean and include any hydrocarbons substances, polychlorinated biphenyls, or any other hazardous or toxic substances, wastes or materials, asbestos or asbestos-bearing materials or other chemical substance or material which is prohibited, limited or regulated under any law, regulation or standards concerning materials or substances on or affecting the Property and known or suspected to be toxic or hazardous to health and safety, the environment or natural resources.

(h) Non-Foreign. Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and that Seller will furnish to Buyer, at or prior to Closing, an affidavit in form satisfactory to Buyer confirming the same;

(i) Anti-Terrorism Laws. Seller is not in violation of any laws relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law No. 107-56. Neither Seller, nor, to the knowledge of Seller, any of its brokers or other agents acting in any capacity in connection with the purchase of the Premises: (i) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law

(j) Wells and Septic. The Property is served by a private well that is currently in use and a "subsurface sewage treatment system" within the meanings of Minn. Stat. § 115.55. The Property also contains a private well that is not in use.

(k) Storage Tanks. Other than the above-ground small fuel storage tank located on the Property, there are no other aboveground or underground storage tanks are currently, or have been, located under, in or about the Property.

(l) Methamphetamine. Seller is not aware of any methamphetamine production occurring on the Property. This representation is intended to satisfy the requirements of Minn. Stat. § 152.0275, Subd. 2(m).

Each of the representations, covenants and warranties contained in this Agreement are acknowledged by Seller to be material and to be relied upon by Buyer in proceeding with the transaction contemplated herein, shall be deemed to have been remade by Seller as of the Closing Date. The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing, and as such, shall survive the Closing of this transaction. Seller shall indemnify, defend, and hold harmless Buyer, its successors and assigns, owners, members, employees, and agents, against and from any loss, claim, damage or expense, including reasonable attorneys' fees, which Buyer incurs because any of the above representations and warranties are untrue as of the Effective Date or the Closing Date, respectively, whether such untruthfulness is discovered before or after the Closing. Such indemnity shall survive Closing and the delivery of the Deed.

10. Buyer's Representations and Warranties. Buyer hereby warrants and represents to Seller as follows:

(a) Buyer is duly organized and in good standing under the laws of the State of Minnesota and has full right, power and authority to enter into this transaction.

(b) The persons signing this Agreement on behalf of Buyer have been duly authorized to sign this Agreement and to bind Buyer.

(c) The signing of this Agreement, and the performance of the obligations and duties imposed upon Buyer by this Agreement, will not, to Buyer's knowledge, violate or cause a breach in any other agreement, arrangement, order or ordinance to which Buyer is a party or to which it is subject.

Each of the representations, covenants and warranties contained in this Agreement are acknowledged by Buyer to be material and to be relied upon by Seller in proceeding with the transaction contemplated herein, shall be deemed to have been remade by Buyer as of the Closing Date. The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing, and as such, shall survive the Closing of this transaction. Buyer shall indemnify, defend, and hold harmless Seller, its successors and assigns, owners, members, employees, and agents, against and from any loss, claim, damage or expense, including reasonable attorneys' fees, which Seller incurs because any of the above representations and warranties are untrue as of the Effective Date or the Closing Date, respectively, whether such untruthfulness is discovered before or after the Closing. Such indemnity shall survive Closing and the delivery of the Deed.

11. Operations Prior to Closing. From the Effective Date until Closing, or the earlier termination of this Agreement (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including, but not limited to, maintaining adequate liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. Seller shall bear the risk of loss or damage caused by any perils through the Executory Period. During the Executory Period, Seller shall not, without Buyer's written consent, which consent may be withheld by Buyer in its sole discretion, permit any new leases or contracts affecting the Property. Seller will keep and comply with all requirements of encumbrances and will not without Buyer's written consent permit any new encumbrance or any amendment, modification or termination of any encumbrance or any waiver of Seller's rights under any encumbrance on the Property. Prior to the Closing, Seller shall notify all utilities serving the Property of the pending change in ownership and direct that all future billings be made to Buyer at its notice address with no interruption of service.

12. Damage; Condemnation.

(a) If there is a material loss or damage to the Property between the Effective Date and the Closing Date, for any reason, the risk of loss shall be on Seller, and Buyer may terminate this

Agreement by giving Seller written notice within 30 days after the date Seller notifies Buyer of such material loss or damage. If Buyer timely exercises its right to terminate this Agreement, the Earnest Money shall be refunded to Buyer. If Buyer does not terminate this Agreement, the parties shall proceed to Closing, the Purchase Price shall remain unchanged and Seller shall assign to Buyer its right to receive any insurance proceeds related to the loss or damage. For purposes of this paragraph, "material" shall mean a casualty wherein the cost to repair or replace shall exceed 10% of the Purchase Price, as determined by a licensed general contractor selected by Seller and reasonably acceptable to Buyer.

(b) If eminent domain proceedings are threatened or commenced against all or any material part of the Property prior to Closing, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back the Earnest Money by giving written notice within 30 days after receipt of Seller's notice. If Buyer shall fail to give the notice, then the parties shall proceed to Closing, the Purchase Price shall remain unchanged and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings. For purposes of this paragraph, "material" shall mean eminent domain proceedings wherein vehicular access or more than 10% of the Property is proposed to be taken by the condemning authority.

13. Default and Remedies.

(a) If Buyer defaults in performance of its obligations under this Agreement, Seller shall have the right to terminate this Agreement in the manner provided by Minn. Stat. Sec. 559.21 or any successor or replacement statute and to obtain the Earnest Money as liquidated damages. Such termination of this Agreement and receipt of the Earnest Money will be the only remedies available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Seller and Buyer acknowledge the difficulty and inconvenience of ascertaining Seller's actual damages in the event of Buyer's default and agree that the Earnest Money is a fair and reasonable estimate of such damages. Notwithstanding anything in this Section 13(a) to the contrary, Seller and Buyer agree that this liquidated damages provision is not intended and should not be deemed or construed to limit in any way Buyer's indemnity obligations under this Agreement.

(b) If any of Seller's representations contained herein are not true and correct on the Effective Date and continuing thereafter through and including the Closing Date, or if Seller fails to perform any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller's obligation to complete the Closing in accordance with this Agreement), Buyer may elect to: (i) terminate this Agreement by giving five (5) business days' written notice to Seller, and if Seller has not cured such default within such five (5) business day period, the Earnest Money, plus all interest accrued thereon, shall be returned immediately to Buyer by the Escrow Agent and Seller shall promptly reimburse Buyer for the actual, documented, third party cost that Buyer has incurred in connection with this Agreement and the transaction contemplated hereby ("Third Party Costs"); (ii) file an action for specific performance, and/or (iii) to the extent Buyer is able to cure such Seller default on Seller's behalf, Buyer may cure such default at Seller's cost and expense, and deduct the cost thereof from the Purchase Price. The remedies herein for a breach prior to Closing shall be the only remedies available to Buyer; provided, however, that if, in breach of this Agreement, Seller sells the Property (or any portion thereof) to someone other than Buyer or otherwise intentionally and in bad faith takes action that renders the remedy of specific performance impossible or impractical to obtain, Seller shall be liable for actual damages suffered by Buyer as a result of such breach. Nothing in this Section 13(b) shall be deemed to in any way limit or prevent Buyer from exercising any right of termination provided to Buyer elsewhere in this Agreement. Notwithstanding anything in this

Section 13(b) to the contrary, Seller and Buyer agree that this liquidated damages provision is not intended and should not be deemed or construed to limit in any way Seller's indemnity obligations under this Agreement.

(c) Neither party to this Agreement is liable to the other for any consequential, special or punitive damages under this Agreement, including, without limitation, lost profits.

(d) The provisions of this Section 13 shall survive any termination of this Agreement and the Closing.

14. Escrow Agent. The Escrow Agent shall hold, invest and disburse the Earnest Money as provided in this Agreement. Upon receipt of any written certification from Seller or Buyer claiming the Earnest Money, the Escrow Agent shall promptly forward a copy thereof to the other party hereto and, unless such party within five (5) business days thereafter objects by written notice to the Escrow Agent and the other party to such disbursement, The Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any duty or obligation hereunder. The Escrow Agent is acting as escrow agent only with respect to the Earnest Money, to the extent deposited by Buyer, and if there is any dispute as to whether the Escrow Agent is obligated to deliver the Earnest Money, or as to whom the Earnest Money is to be delivered, the Escrow Agent may refuse to make delivery and may continue to hold the Earnest Money until receipt by the Escrow Agent of an authorization, in writing, signed by Seller and Buyer, directing the disposition of the Earnest Money; in the absence of such written authorization, the Escrow Agent may hold the Earnest Money until a final determination of the rights of the parties by appropriate proceeding or may bring an appropriate action or proceeding for leave to deposit the Earnest Money in a court of competent jurisdiction pending such determination. Seller and Buyer recognize that the Escrow Agent's duties hereunder are only as specifically provided herein and are purely administerial in nature; and Seller and Buyer therefore agree that the Escrow Agent shall, so long as it acts in good faith and in accordance with this Agreement, have no liability to either Buyer or Seller, except for its negligent and/or intentional acts or omissions.

15. Miscellaneous.

(a) Notices. Except as may be otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications required or permitted hereunder shall be in writing and shall be deemed given upon (a) hand delivery, (b) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (c) upon e-mail transmission, or (d) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, in each case, to the applicable address(es) set forth below or to such other address(es) or individual(s) as such party may designate by a notice given in accordance with this Section 15(a). Either party's respective legal counsel may provide notices on behalf of such party.

If to Seller:	Sally J. Thielhorn 6300 Painter Road Minnetrista, Minnesota Email: t.horn.salj@gmail.com
If to Buyer:	Minnehaha Creek Watershed District 15320 Minnetonka Blvd. Minnetonka, MN 55345 Attn: Kailey Cermak Email: kcermak@minnehahacreek.org

If to Escrow Agent: Land Title, Inc.
Attn: Dennis J. Unger
2200 W. County Road C, Suite 2205
Roseville, MN 55113
Email: dunger@LandTitleInc.com

(b) Brokers. Seller and Buyer represent to each other that they have dealt with no brokers in connection with this transaction, except Seller is represented by Shari Hensley and Brian Johnson, Coldwell Banker Realty ("Seller's Broker") and Seller will be responsible for the payment of any commission or other compensation owed to Seller's Broker, which shall be paid at Closing. Seller and Buyer shall indemnify and hold each other harmless from all claims, damages, costs or expenses, including reasonable attorneys' fees, incurred by the non-breaching party and resulting from the breaching party's breach of the foregoing representations and obligations.

(c) Assignment. Neither Buyer nor Seller shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably denied, conditioned, or delayed.

(d) Severability. If any provisions of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) Waivers. A waiver by any party of a performance obligation or default under any provision of this Agreement shall not be deemed (i) a waiver of a further obligation or default under the same provision or (ii) a waiver of an obligation or default under any other provision.

(f) Entire Agreement; Amendments. This Agreement and the exhibits attached hereto sets forth fully and completely the agreement between the parties in connection with this transaction, there are no written or oral agreements between the parties relating to this transaction that are not expressly set forth herein and this Agreement supersedes all prior oral or written agreements relating to this transaction. This Agreement cannot be modified except by a written instrument signed by the parties.

(g) Further Instruments. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to the Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

(h) Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors, assigns and transferees. This Agreement confers no rights or remedies on any third party.

(i) Construction. Any list of examples set forth in this Agreement shall be deemed to be illustrative, not exhaustive, unless explicitly specified otherwise. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. The use of the neuter singular pronoun to refer to any party shall be a proper reference even though that party may be an individual, a business entity, or a group of two or more individuals or business entities. All attachments, exhibits, and schedules referenced within the Agreement shall be deemed incorporated in the Agreement by such reference.

(j) Time of Essence; Calculation of Time Periods. Time is of the essence of this Agreement. Except as specifically set forth in this Agreement, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is on a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next business day; provided, however, in all events the Closing Date shall be extended such that it is the second (2nd) business day after a non-business day. As used herein, the term "business day" means any day which is not a Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Unless specifically stated otherwise, all references to durations stated in "days" shall mean calendar days.

(k) Governing Law. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the state of Minnesota without regard to conflict of law principles, and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Buyer and Seller hereby waive the right to bring suit elsewhere.

(l) Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereby agrees to, and does, waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of the transactions contemplated by this Agreement, any document or any instrument relating to said transactions, the property or any dealings between the parties relating to the subject matter of this Agreement.

(m) Attorneys' Fees. If either Seller or Buyer files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement without fault of the defending party, then as between Seller and Buyer, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred in connection therewith including, without limitation, reasonable attorneys' fees and all costs of appeal including, without limitation, reasonable attorneys' fees incurred on appeal. This provision shall survive the Closing or termination hereof.

(n) Equal Participation. Seller and Buyer have participated equally in the preparation of this Agreement, and, therefore, this Agreement shall not be construed in favor of or against any party to this Agreement.

(o) Headings. The titles and headings in this Agreement are provided as a matter of convenience only and shall not be understood to define, limit, construe, or describe the scope or intent of any provision of this Agreement.

(p) Recording. Neither party shall record this Agreement without the prior written consent of the other party.

(q) Counterparts; Electronic Execution and/or Delivery. This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument. Executed copies of this Agreement may be delivered between the parties via electronic means including facsimile and/or electronic mail. The parties intend that this Agreement may be executed by either or both of the parties by means of the affixing of a digital signature or by other electronic means, in accordance with the Uniform Electronic Transactions Act, as the same may have been adopted by the state in which the Property is located. Seller and Buyer: (i) intend to be bound by the signatures (whether original or electronic) on any document sent by electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

[Remainder of page intentionally left blank; signature(s) on following page(s)]

Seller and Buyer have executed this Agreement as of the Effective Date.

BUYER:

Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D

By: ______________________________

Name: ______________________________

Its: ______________________________

SELLER:

Authentisign
Sally Thielhorn 10/05/25

____
Sally J. Thielhorn, individually

ESCROW AGENT:

(For the purpose of acknowledging its agreement with the provisions hereof relating to its duties and obligations as escrow agent hereunder, including without limitation Section 14)

Land Title, Inc.

By: ______________________________

Name: ______________________________

Its: ______________________________

Exhibit A

Legal Description of Property

That part of the West one-half (1/2) of the Southwest quarter of Section 2, Township 117 North, Range 24 West of the 5th Principal Meridian, lying southerly of the North 405 feet thereof and lying Northerly of the following described line:

Commencing at the Southwest corner of the North half of the Southwest quarter of the Southwest quarter of said Section 2, thence on an assumed bearing of North along the West line of the Southwest quarter of said Section 2 a distance of 1831.60 feet to the point of beginning of the line to be described; thence South 44 degrees East a distance of 560.00 feet; thence South 45 degrees 30 minutes East a distance of 400.00 feet; thence South 58 degrees 01 minutes 13 seconds East a distance of 131.26 feet; thence South 62 degrees 13 minutes 15 seconds East a distance of 310,00 feet; thence South 14 degrees 56 minutes 15 seconds East a distance of231.25 feet thence South 64 degrees 36 minutes 15 seconds East to the East line of said North half of the Southwest quarter of the Southwest quarter of Section 2, and said line there ending, said line being the centerline of Painter's Creek.

Abstract Property

Attachment 2: 6300 Painter Rd, Minnetrista Property Listing

6300 Painter Road, Minnetrista, MN 55364

Single Family
(SF) Single Family
Seller Contribution:

List #: **6737574**
Status: **TNAFS**

List Price: **$850,000**
Orig List Pr: $850,000
Close Price:

Map Coordinate: **102/D3**
Directions: **I-94 to US-12 towards I-394 W, exit onto CR-6, Wayzata Blvd toward CR-112, right onto Sixth Ave N, left onto CR-110, right onto Painter Rd to property on the right**

Property ID:	**0211724320010**	Total Bed/Bath:	**4/2**
Year Built:	**1890**	Garage Stalls:	**4**
		Tax Year:	**2025**
Stories:	**One and One Half**	Tax Amount:	**$7,158**
Constr Status:	**Previously Owned**	Tax Assess Bal:	**$0**
Foundation Sz:	**1,100**	Tax w/ Assess:	**$7,158**
Foundation Dim:		Tax Assess PND:	**No**
Abv Grd Fin SF:	**1,485**	Homestead:	**Yes**
Bel Grd Fin SF:	**0**	Year/Seasonal:	**Yearly**
Total Fin SF:	**1,485**	MapPg/Cd:	**102/D3**
School Dist:	**277 - Westonka**		
Water Name:	**Painter Creek**		
Water Type:	**Creek/Stream**		
Acres/Sqft:	**11.400/496,584**	County:	**Hennepin**
Lot Size:	**1061x1453x1415x1052**	Postal City:	**Mound**
List Date:	**06/11/2025**	DOM:	**110**
		CDOM:/PDOM:	**137/110**

Off Market Date: **09/29/2025** Proj Close Date: Date Closed:

General Information

Legal Desc: **UNPLATTED 02 117 24 THAT PART OF N 3/4 OF W 1/2 OF SW 1/4 LYING NELY OF CTR LINE OF PAINTERS CREEK AND SLY OF N 405 FT THOF EXCEPT ROADS**
Section/Township/Range: **02/117/24**

Land Lease?:	**No**	Rental License:			
Fract Ownr:	**No**				
Townhouse Type:		Architect Style:	**Acreage, Rural Residential**		
Manufactured:	**No**	Common Wall:	**No**	Fire #:	
Comp/Dev/Sub:				Insur Fee:	**$0**
Assc Mgmt Comp:		Phone:		Assc Fee:	**$0**
Lot Desc:	**Irregular Lot, Tree Coverage - Medium**				
Road Frontage:	**No Outlet/Dead End, Paved Streets, Township**			Pasture:	**3.00**
Rd Responsible:	**Public Maintained Road**			Tillable:	
Zoning:	**Residential-Single Family**			Wooded:	
Out Buildings:	**Garage(s), Pole Building, Shed - Storage**				
Accessibility:	**None**				
Farm Type:	**Hobby, Horse, Wooded/Hunting**	Soil Type:		Crops:	

Lake/Waterfront Information

Water Body Name:	**Painter Creek**	Water Type:	**Creek/Stream**	WF Front Ft:	
		DNR Lake Class:	**Not Applicable**	DNR Lake ID#:	**S9999454**
Waterfront View:		Lake Acres:	**0.000**	Lake Depth (ft):	**0**
Road Btwn WF/Home:	**No**	Lake Bottom:			

Remarks

Public: **Create your dream hobby farm or equestrian retreat on this picturesque 11-acre property near Minnetrista, MN. Just 2 miles from Mound and the shores of Lake Minnetonka, this charming 1890-built 4-bedroom farmhouse offers a blend of timeless character and rural functionality. Whether you're seeking space for horses, gardens, or a future custom-built home, the setting provides endless possibilities. The scenic Painter creek winds along the acreage, adding natural beauty and tranquility. The land is ideal for pasture, paddocks, or outdoor recreation and is surrounded by parks, trails, and the Lake Minnetonka Regional Park nearby. The property features a newer 50x36 Lester pole building (built in 2018)—perfect for stables, equipment storage, or workshop space—as well as an additional 35x30 detached garage. Original pine wood floors bring warmth to the farmhouse, and the quiet dead-end road location ensures privacy with easy access to the cities. This is a** rare opportunity to enjoy country living, develop a hobby farm, start a horse setup, or build your future dream home in a highly desirable area.

Structure Information

Room	Level	Dimen
Living Room	Main	20x15
Dining Room	Main	12x9
Kitchen	Main	10x10
Bedroom 1	Main	15x12
Bedroom 2	Main	11x10
Bedroom 3	Upper	14x12
Bedroom 4	Upper	14x8

Bedrooms **4**

Bathrooms
Total: **2** 3/4: **0** 1/4: **0**
Full: **1** 1/2: **1**

Bath Desc: **1/2 Basement, Main Floor Full Bath**

Finished SqFt		Total SqFt	
Abv Gd:	**1,485**	Abv Gd:	**1,485**
Blw Gd:	**0**	Main Fl:	**1,100**
		Blw Gd:	**720**
Total:	**1,485**	Total:	**2,205**

Heat: **Forced Air**
Fuel: **Propane**
Air Cond: **Central**
Water: **Drilled, Private, Well**
Sewer: **Mound, Private, Tank with Drainage Field**
Internet: **Cable**
Garage Stls: **4**
Garage Dim: **35x30**
Garage SF: **1,050**
Pool: **None**

Features

Special Search:	**Main Floor Bedroom, Main Floor Primary**
Dining Room Desc:	**Informal Dining Room**
Fireplaces:	**0**
Appliances:	**Dryer, Microwave, Range, Refrigerator, Washer, Water Softener - Owned, Stainless Steel Appliances**
Basement:	**Crawl Space, Partial, Storage Space, Sump Pump, Unfinished**
Foundation:	**Combination**
Constr Materials:	Exterior: **Engineered Wood, Wood**
Roof:	**Asphalt Shingles, Pitched**
Amenities-Unit:	**Cable, Kitchen Window, Main Floor Primary Bedroom, Natural Woodwork, Paneled Doors, Panoramic View, Tile Floors, Washer/Dryer Hookup**
Parking Char:	**Detached Garage, Driveway - Gravel, Heated Garage, Insulated Garage**

MLS #: **6737574** 6300 Painter Rd , Minnetrista, MN 55364