

Metropolitan Parks and Open Space Commission

Meeting date: February 5, 2019

For the Community Development Committee meeting of February 19, 2019

For the Metropolitan Council meeting of February 27, 2019

Subject: Parks Acquisition Opportunity Fund Grant for Robert Piram Regional Trail, Various Easements, City of Saint Paul

MPOSC District: G – Anthony Taylor

Policy/Legal Reference: Minn. Stat. § 85.53, Subd. 3(4) and Minn. Stat. 473.315; *2040 Regional Parks Policy Plan* Planning Policy – Strategy 1; Siting and Acquisition Policy – Strategy 1; and Finance Strategy – Policy 7

Staff Prepared/Presented: Deb Streets Jensen, Senior Parks Finance Planner 651-602-1554

Division/Department: Community Development / Regional Planning

Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$134,303 to the City of Saint Paul to acquire eight trail easements comprising 54,902 square feet of permanent easements at the following locations in the City of Saint Paul for the Robert Piram Regional Trail:
 - a. Parcels 1 and 2: Summit LLP, 345 Plato Boulevard East –10,562 square-feet in two parcels;
 - b. Parcel 3: RBP Realty LLC, 264 Lafayette Frontage Road East – 9,302 square feet;
 - c. Parcel 4: Catholic Charities, 341 Chester Street – 5,181 square feet;
 - d. Parcel 5: Riverview Triangle LLC, 380 Chester Street – 15,479 square feet; and
 - e. Parcels 6, 7, and 8: Eaton Street LLC, 301 Eaton Street – 14,378 square feet in three parcels.
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenants on behalf of the Council;
3. Consider reimbursing the City for up to \$44,767 from its share of a future Regional Parks Bonding Program; and
4. Inform the City that the Council does not under any circumstances represent or guarantee that the Council will grant future reimbursement and that expenditure of local funds never entitles a park agency to reimbursement.

Background

Regional Park Implementing Agency (Agency) and Location

The City of Saint Paul requested this grant on October 22, 2018, and a copy of the Agency's request is attached to this item as Exhibit 1. The City's request bundles the acquisition of eight permanent easements from five willing sellers near Holman Field for the Robert Piram Regional Trail. Figure 1, below, shows the trail alignment in red, with the easements shown in green. More detailed images are included in the attached exhibits.

Figure 1: Robert Piram Regional Trail alignment and easement locations



Funding sources

The Council's Park Acquisition Opportunity Fund (PAOF) provides resources to purchase property and easements via two state sources: the Parks and Trails Legacy Fund (PTLF) and the Environment and Natural Resources Trust Fund (ENRTF). The Council contributes further by matching every \$3 in state funds with \$2 in Council bonds proceeds. Between them, state and Council funds contribute up to 75% of the purchase price and eligible costs; the Regional Park Implementing Agency (Agency) contributes the remaining 25% as local match. The Council will fund this grant through PTLF and Council match.

Acquisition details

This easement acquisition involves eight separate parcels owned by five title holders. Please see Table 1, below, for a listing of the parcels and addresses.

Property interests are often referred to as a "bundle of rights." For the owner of the property, these refer to:

- Right of possession – generally, the rights given the title holder of the property
- Right of control – allows the title holder to manage the use of the property
- Right of exclusion – allows the title holder to limit who may or may not enter the property
- Right of enjoyment – allows the title holder to participate in any activities they find pleasurable while on the property, within the confines of the law

- Right of disposition – protects the title holder’s right to transfer ownership, either permanently or temporarily, to another qualified party at will; this right is subject to certain exclusions, such as if there is a mortgage on the property.

These easements were all appraised using the “before and after method,” in which the appraiser calculates the difference between the value of the property before and after the title holder sells part of its ownership “bundle.”

It is the Council’s practice to award no more than 110% of a parcel’s appraised value, plus other eligible costs associated with the acquisition. This practice mirrors rules set by the Legislative Citizens Commission on Minnesota Resources (LCCMR) for Environment and Natural Resources Trust Fund grants. Because the Parks and Trails Legacy Fund does not provide guidance for premium limits, the Council follows the LCCMR guidance for consistency. This eight-parcel PAOF request includes one parcel with an agreed price of 100% of appraised value, one at 138%, two at 139%, and four at 140%.

Except for Parcel 4, the current title holders have already sold utility easements across their properties. The trail easements at those locations will directly overlay the existing utility easements. Because of the pre-existing easements, the appraisers discounted the ‘damage’ that a trail easement would cause the title holders. The appraised value for the trail easement area on Parcels 1, 2, 5, 6, and 7 were discounted by 30% because of the pre-existing utility easements; Parcel 8 was discounted by 50%.

The title holders for the discounted properties disputed the amounts of the discounts, and the City began negotiating pricing. At the time negotiations began, the City had not planned on seeking PAOF funding through the Council, and they negotiated purchase prices that are above the Council’s standard 110% premium limit. The total difference between the 110% premium limit and the negotiated purchase prices for these seven easements is \$37,671. The easement on Parcel 4 was purchased at 100% of the appraised value, as there was no pre-existing easement on that property.

Table 1: Parcels, appraised value, and negotiated purchase prices

Address	Appraised amount	Agreed purchase price	Percent of appraised value	110% of appraisal	Amount above 110% limit
Parcels 1 & 2: 345 Plato Blvd E	\$23,400	\$32,500	139%	\$25,740	\$6,760
Parcel 3: 264 Lafayette Frontage Rd E	24,600	34,440	140%	27,060	7,380
Parcel 4: 341 Chester St*	15,200	15,200	100%	15,200*	0
Parcel 5: 380 Chester St	34,800	48,720	140%	38,280	10,440
Parcels 6 & 7: 301 Eaton Street	30,200	42,428	140%	33,220	9,208
Parcel 8: 301 Eaton Street	13,700	18,953	138%	15,070	3,883
	\$141,900	\$192,241		\$154,570	\$37,671

*This amount is 100% of the appraised value

Rationale

This acquisition request is consistent with:

- The *2040 Regional Parks Policy Plan*
 - Planning Policy Strategy 1 requires that before an Agency can receive a grant for acquisition, the proposed project must be consistent with a Council-approved master plan. The master plan for this regional trail was last amended and approved by the Council on January 24, 2018 ([Business Item 2018-2](#)).
 - Siting and Acquisition Strategy 1 requires that lands with natural resource features, access to water, and/or restoration potential will be a priority for the Regional Parks

System. The property over which these easements will run is in a developed, industrial area, but the trail will connect to areas adjacent to water.

- Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park lands and matches every \$3 in state funds with \$2 in Council bonds.
- Appropriation requirements; and
- All requirements of the Parks and Trails Legacy Fund.

This acquisition request is inconsistent with the Council's practice of paying no more than 110% of appraised price. The City requested a grant for the full purchase price of \$192,241 plus the cost of the appraisals. Because seven of these easements exceed the Council's standard premium limit of 110% of the appraised value, staff recommends that the grant be limited to \$134,303. This represents 75% of the sum of:

- The cost of the appraisals (\$24,500);
- 100% of the agreed purchase price for the Parcel 4 easement, and
- 110% of the appraised value for the other seven easements.

The City would be responsible for paying its standard 25% match of the \$179,070 total approved project cost plus the \$37,671 in premium pricing, for a total of \$82,438.

Thrive Lens Analysis

This request is consistent with Thrive's Livability outcome because the Council's investment in the Regional Trail will increase access to nature and outdoor recreation, thereby enhancing the region's quality of life.

Funding

Project budget

The project budget, adjusted as described above, is as follows:

Budget item	Recommended amount
Purchase price, capped at 110% of appraised value	\$154,570
Due diligence (appraisals)	\$24,500
Holding and closing costs	0
Stewardship	0
Total eligible costs	\$179,070
Purchase premiums above 110%	\$37,671
Total project costs	\$216,741

Grant structure	
State FY 2019 PTLF / PAOF	\$80,581
Council bonds	\$53,722
Grant amount not to exceed	\$134,303
Local match	\$44,767
Premiums above 110%	\$37,671
Saint Paul's total share of project	\$82,438
Total project cost	\$216,741

Future reimbursement consideration

The Agency is also requesting that the Council consider reimbursing its local match for this acquisition at some point in the future as a part of a regular Regional Parks Bonding request. A request for "future reimbursement consideration" is the first step in a process Agencies may use to request repayment of their match amount for this acquisition in a future bonding cycle. Because the Council issues bonds to cover exactly 40% of bonding costs for a given state bonding cycle, such reimbursements are limited. The Council is under no obligation to reimburse this amount.

Known Support / Opposition

There is no known opposition.

Exhibit List

Exhibit 1: Grant request letter

Exhibit 2: Grant application

Exhibit 3: Board approvals to request grant and purchase easements

Exhibit 4: Images, appraisal summary, and easement agreement: Parcels 1 and 2

Exhibit 5: Images, appraisal summary, and easement agreement: Parcel 3

Exhibit 6: Images, appraisal summary, and easement agreement: Parcel 4

Exhibit 7: Images, appraisal summary, and easement agreement: Parcel 5

Exhibit 8: Images, appraisal summary and easement agreement: Parcels 6, 7, and 8

DEPARTMENT OF PARKS AND RECREATION



CITY OF SAINT PAUL
Mayor Melvin Carter

400 City Hall Annex
25 West 4th Street
Saint Paul, Minnesota 55102
www.stpaul.gov/parks

Telephone: 651-266-6400
Facsimile: 651-292-7311

October 22, 2018

Emmett Mullin
Manager, Regional Parks and Natural Resources
Metropolitan Council
390 Robert Street N
Saint Paul, MN 55101

Dear Mr. Mullin:

Saint Paul Parks and Recreation would like to request funding from the Parks Acquisition Opportunity Fund for permanent trail easements for the Robert Piram Regional Trail. Negotiations have been underway with willing sellers for several months. We are nearing the final stages of that process and are prepared to begin purchasing the final easements.

We additionally would like to request consideration for future reimbursement for the local share of these acquisitions. We understand that reimbursement is not guaranteed, however we would like to begin planning for that item in future CIP requests.

Thank you for your consideration of these requests. We remain available to answer any questions as we work to get into the queue for this funding source.

Sincerely,

Michael Hahm
Director, Saint Paul Parks and Recreation

Cc: Alice Messer, Paul Sawyer

DEPARTMENT OF PARKS AND RECREATION

Michael Hahm, CPRP - Director



CITY OF SAINT PAUL

Mayor Melvin W. Carter

400 City Hall Annex
25 West 4th Street
Saint Paul, Minnesota 55102
www.stpaul.gov/parks

Telephone: 651-266-6400
Facsimile: 651-292-7311

January 24th, 2019

Emmett Mullin
Manager, Regional Parks and Natural Resources
Metropolitan Council
390 Robert Street N
Saint Paul, MN 55101

Dear Mr. Mullin:

Saint Paul Parks and Recreation would like to request funding from the Parks Acquisition Opportunity Fund for Permanent trail easements for the Robert Piram Regional Trail. The final parcels are listed below.

Table with 4 columns: Parcel, Address, PID, Owner. Contains 8 rows of parcel data.

Negotiations with property owners have concluded in 2018. We are nearing the final stages of the right-of-way acquisition process and are prepared to begin purchasing the final easements. Contrary to the signed dedication of easement documents, no payments have been made to property owners. The City was awaiting City Council approval of the easement documents to initiate payment. Parcels 1-5 have dedication of easement documents that include both permanent easement for trail purposes and easements for temporary construction purposes. The document language "to have and hold the same forever," only pertains to the permanent easement. The temporary easements will be exercised concurrent with trail construction.

We additionally would like to request consideration for future reimbursement for the local share of these acquisitions. We understand that reimbursement is not guaranteed, however we would like to begin planning for that item in future CIP requests.

Thank you for your consideration of these requests. We remain available to answer any questions as we work to get into the queue for this funding source.

Sincerely, [Handwritten Signature]
Michael Hahm
Director, Saint Paul Parks and Recreation

Cc: Alice Messer, Robert Smith, Paul Sawyer, Mary Norton

AM



CAPRA Accreditation

An Affirmative Action Equal Opportunity Employer



National Gold Medal Award



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Application

Instructions

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

Application Details

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

11652 - 2019 Parks Acquisition Opportunity Fund - Final Application

11652 - Robert Piram Regional Trail - E. Lafayette Easements Parks Grants Acquisition

Status:	Under Review	Original Submitted Date:	10/29/2018 4:09 PM
		Last Submitted Date:	01/08/2019 11:59 AM

Applicant Information

Primary Contact:

Name:	Mr. Mary Norton	Salutation	First Name	Middle Name	Last Name
Title:	Landscape Architect				
Department:	Parks and Recreation				
Email:	mary.norton@ci.stpaul.mn.us				
Address:	400 City Hall Annex 25 West 4th Street				
City:	Saint Paul	State/Province:	Minnesota	Postal Code/Zip:	55102
Phone:	651-266-6407				Ext.
Fax:					
What Grant Programs are you most interested in?*	Parks Grants Acquisition				

Organization Information

Name:	ST PAUL, CITY OF				
Jurisdictional Agency (if different):					
Organization Type:	City				
Organization Website:					
Address:	Parks and Recreation 400 CITY HALL ANNEX 25 W 4TH ST				
City:	ST PAUL	State/Province:	Minnesota	Postal Code/Zip:	55102
County:	Ramsey				

Phone:* d 651-266-6400 d

Ext. d

Fax: d

PeopleSoft Vendor Number 0000003222A15

Project description

PAOF grants are limited to a single park or trail. Do not mix properties from more than one park or trail on a single request.

Park or trail name Robert Pi am Regional T ail

Master plan

An acquisition request will not be considered complete until the property is included in a Council-approved master plan.

Is the project consistent with a Council-approved master plan? d Yes

If yes, name of master plan and date of Council approval d Robert Pi am Regional T ail Maste Plan Amen ment 01/24/2018
Name of maste plan Council app oval ate - Fo mat: mm yyyy (Do not ente any punctuation.)

If no, has a master plan amendment been submitted to the Council for review and approval?

Acquisition method

Acquisition method Othe

If the acquisition method is anything other than routine, provide more detail.

This question seeks a general description of the acquisition method - is this a routine purchase, or does it involve a land donation, park dedication fees, condemnation, or some combination? Please use this space to describe the overall acquisition project.

Acquisition of pe manent easements fo t ail pu poses

Eminent domain

If eminent domain is being used:

(1) you must upload a copy of the notice that was provided to the Council **BEFORE** the date the petition to the Court was filed. If that notice was not provided to the Council before the petition was filed, the acquisition is not eligible for PAOF funding.

(2) Include documentation of your governing body's authorization (on the Other Acquisition Attachments web page).

When was the Council notified of your intention to use eminent domain?

Date the petition was filed.

Settlement date

Public domain d

Note that ENRTF funding cannot be used for acquisitions of property already in the public domain unless a minimum of 12 LCCMR commissioners approve the transaction. If this is a public domain acquisition and if you propose using ENRTF, be sure your closing schedule accommodates planning to be included on a future LCCMR agenda.

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

If yes, describe/name the entity and the portion of the property it owns, as well as why this public-to-public transfer is necessary.

Closing date

The Council will process all acquisition requests expeditiously, but we do not guarantee that the approval process will be completed to meet your requested closing date. This date will be considered an estimate only. However, the acquisition must be completed during the standard one-year grant term unless prior approval is obtained from the Council or the grant term is amended.

Estimated closing date d 01/15/2019
Fo mat: mm yyyy (Do not ente any punctuation.)

The closing date has been extended.

Type of agreement d Offe lette & easement e ication
i.e., pu chase ag eement, offe lette , etc.

Date agreement expires d 01/15/2019
Fo mat: mm yyyy (Do not ente any punctuation.)

Relocation costs d

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

Does the requested grant amount include relocation costs? d No d

Appraisal

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

Appraisal effective date d 12/19/2017

Appraised value d \$141,900.00

Amount being offered the seller (net of closing and other costs) \$192,241.00 d 135.48%
% of app aise value

Who performed the appraisal? Patchin Messne Do & B umm

Who contracted for the appraisal (i.e., was it done at arms' length)? d Saint Paul Real Estate Office

Survey

Was a survey done? d Yes

Quality of natural resources - is the property...

...undeveloped? Yes d Fully Pa tially

...wooded? d Fully d Pa tially d

...shoreline? Fully Pa tially

Describe the existing natural resources it contains d

All easements a e p esently mowe lawn

Known opposition

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

If yes, explain:

Encumbrances

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

There are utility easements on several parcels.

If yes, describe.

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

If yes, describe

Ma y will check

Clear title

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

If not, what must be done to clear the title, and when will that be completed?

Suggested funding source

For guidance, see the PAOF rules in the 2040 Regional Parks Policy Plan at <http://metrocouncil.org/Parks/Publications-And-Resources/POLICY-PLANS/2040-Regional-Parks-Policy-Plan.aspx>; for ENRTF fee title acquisition project requirements, see http://www.lccmr.leg.mn/pm_info/enrtf_fee-title-acquisition-project-requirements.pdf

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

Anticipated funding sourced PTLF Legacy / Council match
Select as many as apply

Structures currently on the property

Does the property contain ANY structures? No

If yes, are there any habitable structures? No

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

If yes, what is the plan for the d structure(s)? n/a d

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

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

n/a

For ENRTF funding only

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

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

n/a

Stewardship and minimal access

d

Describe the stewardship plan.

N/A, PTLF-fun e

How will the stewardship implementation be funded?

N/A, PTLF-fun e

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

If yes, how will those funds be used? n/a

Site Description

Land Use History

Current land uses d In ust ial
Select as many as apply

Previous land uses In ust ial
Select as many as apply d

Adjacent land uses In ust ial
Select as many as apply

Inspection

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

Sellers and parcels

Seller name	Parcel address	PID	Acres (SF for easements)	Date PA signed	Habitable structures?	MN House district	City	County	Met Council d district	MPOSC	Latitude	Longitude
Rive view T iangle LLC	380 Cheste St, Saint Paul MN 55107	052822430032	0	08/21/2018	No	65B	St. Paul	Ramsey	13 G		44.93471	-93.07211
Catholic Cha ities	341 Cheste St, Saint Paul MN 55107	052822430015 d	0	08/02/2018	No	65B	St. Paul	Ramsey	13 G		44.93637	-93.07305
Eaton St eet LLC	300 Eaton St, Saint Paul MN d 55107 d	082822110032 d	0	08/22/2018	No	65B	St. Paul	Ramsey	13 G		44.93174d	-93.07025
RBP Realty LLC	264 Lafayette F ontage R d E, Saint Paul MN 55107 d	052822430016 d	0	08/21/2018	No	65B	St. Paul	Ramsey	13 G		44.93754	-93.07364
Eaton St eet LLC	301 Eaton St, Saint Paul MN 55107	052822430004 d	0	08/22/2018	No	65B	St. Paul	Ramsey	13 G		44.93321	-93.07137
Eaton St eet	301 Eaton St, Saint Paul MN	082822120113 d	0	08/22/2018	No	65B	St.	Ramsey	13 G		44.93266	-93.07119 d

LLQ	5510							Paul				
Summit LP	345 Plato Blv MN 55107	E, Saint Paul	052822420004 d	0	12/20/2018	No	65B	St. Paul	Ramsey	13	G	44.93953 -93.07296
Summit LP	345 Plato Blv MN 55107	E, Saint Paul	052822420005 d	0	12/20/2018 d	No	65B	St. Paul	Ramsey	13	G	44.93940 -93.07428
0.00												

Local match

Source of local match

Saint Paul's Pa klan Replacement Account. This account eceives fun s un e the no-net-loss policy when pa klan is sol .

Will you be requesting consideration for future reimbursement of any part of your local match? Yes

If yes, how much? d \$54,185.25

Grant agreement signatories

Full name d	Title d	If this is an attorney, is the signature 'for form only'?
Michael Hahm	Di ecto , Pa ks an Rec eation d	
To Hu ley	Di ecto , Financial Se vices	
Melvin Ca te III d	Mayo	
Vi ginia Palme d	Assistant City Atto ney d	Yes

Acquisition Costs d

Cost Items	Amount
Purchase priced	
Negotiate pu chase p ice d	\$192,241.00
Appraisal expenses	
App aisal d	\$24,500.00
App aisal eview d	\$0.00
Environmental expenses	
Phase I envi onmental site assessment d	\$0.00
Phase II envi onmental site assessment	\$0.00
Envi onmental contamination e me iation d	\$0.00
Holding expenses	
Inte est	\$0.00
Lan stewa ship	\$0.00
Lan evelopment	\$0.00
P o- ate sha e of all p ope ty taxes/assessments d	\$0.00
Legal se vices an closing costs	\$0.00
P ope ty tax equivalency payment-473.341	\$0.00
Relocation costs to selle	\$0.00
State ee tax/conse vation fee	\$0.00
Title insu ance	\$0.00
Well isclu e statement	\$0.00
Othe hol ing	\$0.00
Other expenses d	
Othe expenses	\$0.00
Totals d	\$216,741.00 d

The recommended grant amounts have been reduced due to the premium costs for 7 of the parcels. Please see the cost explanation in the business item.

Total Estimated Acquisition Cost

Totals	Total acquisition cost	Total paid with state funds	Total paid with metro funds	Total paid by agency	Total grant amount
Total Estimate Acquisition Cost (calculate afte costs above a e ente e)	\$216,741.00	\$97,533.45	\$65,022.30	\$54,185.25 d	\$162,555.75 d

Aerial photo of Parcel 1 d

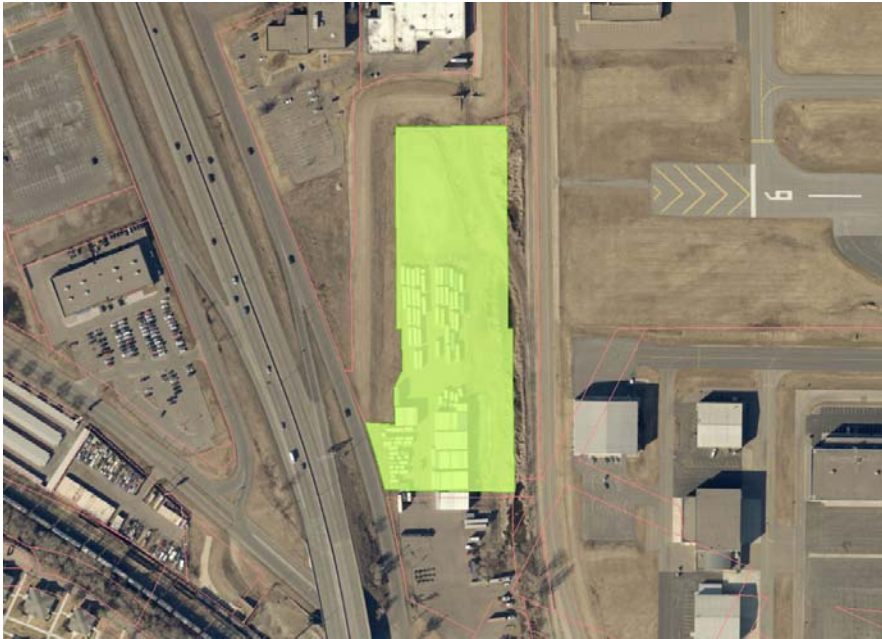
Aerial photo of Parcel 2 d

Aerial photo of Parcel 3 d

Aerial photo of Parcel 4 d

Aerial photo of Parcel 5 d

Aerial photo of Parcel 6 d



Aerial photo of Parcel 7



Aerial photo of Parcel 8

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City of Saint Paul

Signature Copy

Resolution: RES 18-1811

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

File Number: RES 18-1811

Approving the application for a grant of up to \$300,000 from the Parks Acquisition Opportunity Fund (PAOF) for the Robert Piram Regional Trail project.

WHEREAS, the Metropolitan Council administers a Parks Acquisition Opportunity Fund (PAOF); and

WHEREAS, the PAOF reimburses 75% of all eligible costs for property acquisitions for regional parks and trails; and

WHEREAS, the 25% local share of costs is eligible for consideration for reimbursement from future appropriations of the Metro Parks CIP program; and

WHEREAS, the construction of the Robert Piram Regional Trail will require acquisition of permanent trail easements; and

WHEREAS, these permanent trail easements are eligible to receive funding from PAOF; and

WHEREAS, the grant agreement includes the requirement that the City of Saint Paul indemnify the Metropolitan Council; and

WHEREAS, the promise of expenditure of future funds in the form of indemnification requires a public purpose; and

WHEREAS, the Robert Piram Regional Trail will provide additional recreational and outdoor activities which will benefit the public and the City Council finds that the promise of indemnification in return for money to fund a portion of the public will facilitate and enable the construction of the trail; now, therefore, be it


RESOLVED, that the Saint Paul City Council hereby authorizes the Director of Parks and Recreation to apply for, and if successful, along with the appropriate city officials, enter into an agreement with the Metropolitan Council, which includes an indemnification clause, to accept the funds on behalf of the City.

At a meeting of the City Council on 11/7/2018, this Resolution was Passed.

Yea: 6 Councilmember Bostrom, Councilmember Brendmoen, Councilmember Thao, Councilmember Tolbert, Councilmember Noecker, and Councilmember Jalali Nelson

Nay: 0

Absent: 1 Councilmember Prince

Vote Attested by 
Council Secretary Trudy Moloney

Date 11/7/2018

Approved by the Mayor 
Melvin Carter III

Date 11/12/2018



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution: RES 19-47

File Number: RES 19-47

Accepting trail easements and authorizing payment to property owners for the Robert Piram Regional Trail Project.

WHEREAS, the City of Saint Paul ("City") has approved plans to construct, operate and maintain a non-motorized trail for pedestrian and bicycle use, the Robert Piram Regional Trail (the "Trail") between Harriet Island in Saint Paul and extending and connecting to the Dakota County portion of the Trail at the South Saint Paul border; and

WHEREAS, the proposed Trail will serve as an integral part of the trail network, providing both transportation and recreational use, connecting residential areas, regional parks and trail segments that lead into downtown Saint Paul; and

WHEREAS, acquisition of property rights is required to construct the Trail connection from Harriet Island to South Saint Paul; and

WHEREAS, the City has secured agreements for the purchase of permanent trail easements and temporary construction easements across several parcels of land, as identified in Exhibit A attached hereto; and


WHEREAS, the City has agreed to pay just compensation for said easements, as determined by an independent appraisal and negotiated and agreed to between the City and the property owners; and

WHEREAS, the Real Estate Manager has recommended purchase of said easements at the agreed-upon values, as provided in Exhibit A; now, therefore be it

RESOLVED, that the Mayor and Council of the City of Saint Paul do hereby authorize acceptance of said permanent and temporary easements; and further authorize and direct the proper city officials to pay the property owners the agreed-upon values, said amounts to be charged to Account Code 40041900-76805-C173C13201020-76010; and to record said permanent trail easements with Ramsey County and pay all recording costs.

At a meeting of the City Council on 1/2/2019, this Resolution was Passed.

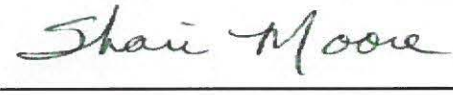
Yea: 5 Councilmember Brendmoen, Councilmember Tolbert, Councilmember Noecker, Councilmember Prince, and Councilmember Jalali Nelson
Nay: 0
Absent: 1 Councilmember Thao

Vote Attested by 
Council Secretary Trudy Moloney

Date 1/2/2019

Approved by the Mayor 
Melvin Carter III

Date 1/7/2019

Clerk 
Shari Moore

Date _____

OFFICE OF FINANCIAL SERVICES
Todd Hurley, Director



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

Real Estate Division
1000 City Hall Annex
25 W. Fourth Street
Saint Paul, MN 551021660

Telephone: 651-266-8850
Facsimile: 651-266-8855

Offer letter

May 2, 2018

528 Limited Partnership
c/o Bill Smith
345 Plato Boulevard East
Saint Paul, Minnesota 55107

RE: Robert Piram Tail Project Project – Acquisition of permanent and temporary easement for trail purposes.

Dear Mr. Smith:

By letter dated February 15, 2018, I conveyed the City of Saint Paul’s offer to acquire a permanent and temporary easement on a westerly portion of your property at 345 Plato Boulevard East (Parcel ID No. 05282242005 & 05282242004) for the sum of \$23,400 and I provided a copy of the City’s appraisal and advised you of the right to obtain your own appraisal at the City’s expense (up to a cost of \$5,000).


Through in-person direct negotiation and mutual agreement on Friday April 27th, **I am now writing to confirm the City’s purchase price of \$32,500.00.** A signature to this letter represents formal written agreement.

If you have any questions concerning this matter, please contact me directly.

Respectfully,

Robert Smith
City of Saint Paul
Finance/Real Estate

cc: Mary Norton – Project Manager, Department of Parks and Recreation


WILLIAM D SMITH, JR CHIEF MANAGER OF WDS-CMS LLC
528 Limited Partnership - Owner GENERAL PARTNER

(Space Above for Recorder/Registrar Use)

**DEDICATION OF EASEMENT
FOR TRAIL PURPOSES**

Summit Limited Partnership, as Grantor, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns, as Grantee, a permanent easement for trail purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

Parcel 1

A permanent easement for trail purposes over, under and across the westerly 36.00 feet of the northerly 74.00 and the westerly 16.00 feet which lies south of the northerly 74.00 feet of Lot 3, Block 2, Riverview Industrial Park No. 8, according to the recorded plat thereof, Ramsey County, Minnesota.

An easement for temporary construction purposes over, under and across the easterly 5.00 feet of the westerly 21.00 feet and the easterly 5.00 feet of the westerly 41.00 feet of the northerly 18.00 feet of Lot 3, Block 2, Riverview Industrial Park No. 8, according to the recorded plat thereof, Ramsey County, Minnesota.

Parcel 2

A permanent easement for trail purposes over, under and across the westerly 16.00 feet of Lot 2, Block 2, Riverview Industrial Park No. 8, according to the recorded plat thereof, Ramsey County, Minnesota.

An easement for temporary construction purposes over, under and across the easterly 6.00 feet of the westerly 22.00 feet and the easterly 17.50 feet of the westerly 33.50 feet of the northerly 54.00 feet of Lot 2, Block 2, Riverview Industrial Park No. 8, according to the recorded plat thereof, Ramsey County, Minnesota.

To have and to hold the same forever. Grantee accepts the Land as is, where is and with all faults with no representations and warranties of the Grantor.

It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is accepted that the Grantee has the right, privilege, and authority to construct, install, mark, inspect, operate, alter, reconstruct, remove, and Grantor shall not be responsible for any act set forth in the previous sentence or for the consequences thereof to maintain, repair, and replace over, across, under and upon said easement on the described land. It is further intended and agreed that this agreement shall remain in effect without limitation as to time.

Grantee, at its sole cost, shall be responsible for snow and ice plowing and removal on said permanent and temporary easement areas.

Grantee shall defend, indemnify and hold harmless Grantor, and its general and limited partners, successors and assigns, from any and all liability, costs and expenses (including reasonable attorneys' fees) as a result of the construction, installation, marking, inspection, operation, alteration, reconstruction, removal, use, and/or maintenance of said permanent and temporary easement areas.

(The remainder of this page is blank)

Easement - parcels 1 & 2

IN TESTIMONY WHEREOF, Grantor(s), Summit Partners, LLC, a Minnesota limited liability company, as General Partner for Summit Limited Partnership, a limited partnership organized under the laws of Minnesota, has caused this deed to be executed in its name by its duly authorized officer, and attested to this 20th day of December, 2018.

Summit Partners, LLC

By:

William D. Smith Jr.

Its:

President/Chief Manager

As General Partner for
Summit Limited Partnership

STATE OF MINNESOTA

COUNTY OF RAMSEY

} ss

The foregoing was acknowledged before me this 20th day of December, 2018

by William D. Smith Jr. and _____

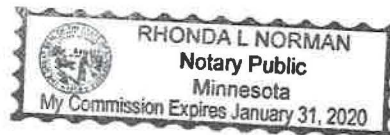
the President/Chief Manager and _____

of Summit Partners, LLC

This Instrument was drafted by:

Rhonda L. Norman

Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	528 Limited Partnership
Location:	345 Plato Boulevard East St. Paul, Minnesota
Date of Valuation:	December 19, 2017
Date of Inspection:	December 19, 2017
Property Appraised:	Real Property (Land Only)
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	I1, Light Industrial District; RC4 Urban Diversified Overlay District Guided by the 2030 Comprehensive Plan as Industrial
Property Description:	The subject comprises two tax parcels of vacant land located in the southeast quadrant of the Lafayette Frontage Road East/Plato Boulevard East intersection in St. Paul, Minnesota. Together, the parcels total 371,567 SF, or 8.53 acres, and form an effectively rectangular shape. The property has frontage on Lafayette Frontage Road East, Plato Boulevard East and Chester Street, and has access to these roadways. The property is generally level and open with some perimeter landscaping features. Furthermore, the majority of the property is improved with bituminous paving and is used as a parking lot for the improved property to the north. Note: The building improvements are not directly valued in this analysis and the description of the improvements is based on Ramsey County records and an exterior inspection of the property.
Highest and Best Use, As Vacant:	
Before Condition	Industrial Development
After Condition	Same as in Before Condition

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

(CONTINUED)

Highest and Best Use, As Improved:

Before Condition	Continued use as parking in support of improved property to the north
After Condition	Same as in Before Condition

Site Area:

Before Condition	371,567 SF, or 8.53 Acres
After Condition	371,567 SF, or 8.53 Acres

Acquisition Areas:

Permanent Trail Easement	10,562 SF, or 0.24 Acres
Temporary Construction Easement	3,322 SF, or 0.08 Acres

Value Conclusions:

Land Value in Before Condition	\$ 2,229,000
Land Value in After Condition	<u>\$ 2,210,000</u>
Indicated Permanent Damages	\$ 19,000
Plus: Temporary Easement	<u>\$ 4,400</u>
Recommended Compensation	\$ 23,400

OFFICE OF FINANCIAL SERVICES
Todd Hurley, Director



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

Real Estate Division
1000 City Hall Annex
25 W. Fourth Street
Saint Paul, MN 551021660

Telephone: 651-266-8850
Facsimile: 651-266-8855

Offer letter - parcel 3

July 1, 2018

RBP Realty
c/o Dave Bergstrom
246 Lafayette Frontage Road East
Saint Paul, Minnesota 55107

RE: Robert Piram Tail Project Project – Acquisition of permanent and temporary easement for trail purposes.

Dear Mr. Bergstrom,

By letter dated February 15, 2018, I conveyed the City of Saint Paul’s offer to acquire a permanent and temporary easement on a westerly portion of RBP Realty LLC property at 246 Lafayette Frontage Road East, Saint Paul, Minnesota 55107 (Parcel ID No. 052822430016) for the sum of \$23,400 and I provided a copy of the City’s appraisal and advised you of the right to obtain your own appraisal at the City’s expense (up to a cost of \$5,000).

Through in-person direct negotiation and mutual agreement on Thursday May 10th, **I am now writing to confirm the City’s purchase price of \$34,440.00.** A signature to this letter represents formal written agreement.

If you have any questions concerning this matter, please contact me directly.

Respectfully,

Robert Smith
City of Saint Paul
Finance/Real Estate

cc: Mary Norton – Project Manager, Department of Parks and Recreation

RBP Realty - Owner

AA-ADA-EEO Employer

(Space Above for Recorder/Registrar Use)

Recording Requested By and
When Recorded Mail To:
Wellington Management Inc.
1625 Energy Park Drive, Suite 100
St. Paul Minnesota 55108
Attn: Beth Huizinga

**DEDICATION OF EASEMENT
FOR TRAIL PURPOSES**

RBP Realty, LLC, as Grantor, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns, as Grantee, a permanent easement for trail purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

Parcel 3

A permanent easement for trail purposes over, under and across the westerly 15.50 feet of Tract C, RLS No. 443, according to the recorded plat thereof, Ramsey County, Minnesota.

An easement for temporary construction purposes over, under and across the easterly 19.00 feet of the westerly 34.50 feet of the northerly 50.00 feet, and the easterly 16.00 feet of the westerly 31.50 feet of the southerly 60.00 feet of Tract C, RLS No. 443, according to the recorded plat thereof, Ramsey County, Minnesota.

To have and to hold the same forever. Grantee accepts the Land as is, where is and with all faults with no representations and warranties of the Grantor.

It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is accepted that the Grantee has the right, privilege, and authority to construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove, and maintain over, across, under and upon said easement on the described land. It is further intended and agreed that this agreement shall remain in effect without limitation as to time.

As consideration for the grant of this easement, the Grantee agrees that it shall be responsible for and defend the Grantor against any and all losses, damages, causes of action, claims, liabilities, cost and expenses (including reasonable attorneys' fees and court costs), suffered or incurred by

Grantor and/or its tenant as a result of any action, occurrences, damages or expenses caused by Grantee (or any of its agents, contractors or others employed or engaged by Grantee in connection with this easement) as a result of exercise by Grantee of its rights covered by this easement, including, without limitation, those arising from injury to persons or damage, and/or (ii) occurring or resulting the use by Grantee of any of its invitees, employees, agents and contractors in the Easement Area during the term of the Easement. Furthermore, Grantee will be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminant which may have existed on, or while related to, the easement area or Property prior to the date of this instrument.

During the term of the easement Grantee will provide commercial general liability insurance, in appropriate and standard amounts, insuring Owner and its management company, Wellington Management, Inc., against claims for personal injury, bodily injury, death, property damages, destruction or occurring in, on or about the Easement Area during the term of this easement agreement.

IN TESTIMONY WHEREOF, Grantor(s), RBP Realty, LLC, a limited liability company under the laws of Minnesota, has caused this easement to be executed in its corporate name by its duly authorized officers, and attested to this 21st day of August, 2018.

RBP Realty, LLC, a Minnesota limited liability company

By [Signature]
Stephen B. Wellington, Jr., Chief Manager

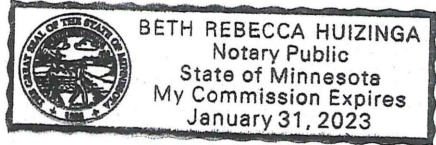
STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 21st day of August, 2018, by Stephen B. Wellington, Jr., Chief Manager of RBP Realty, LLC, a Minnesota limited liability company on behalf of the company.

[Signature]
Notary Public
My commission expires: 1-31-23

This Instrument was drafted by:

Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102



TRAIL EASEMENT EXHIBIT

9-23-2016

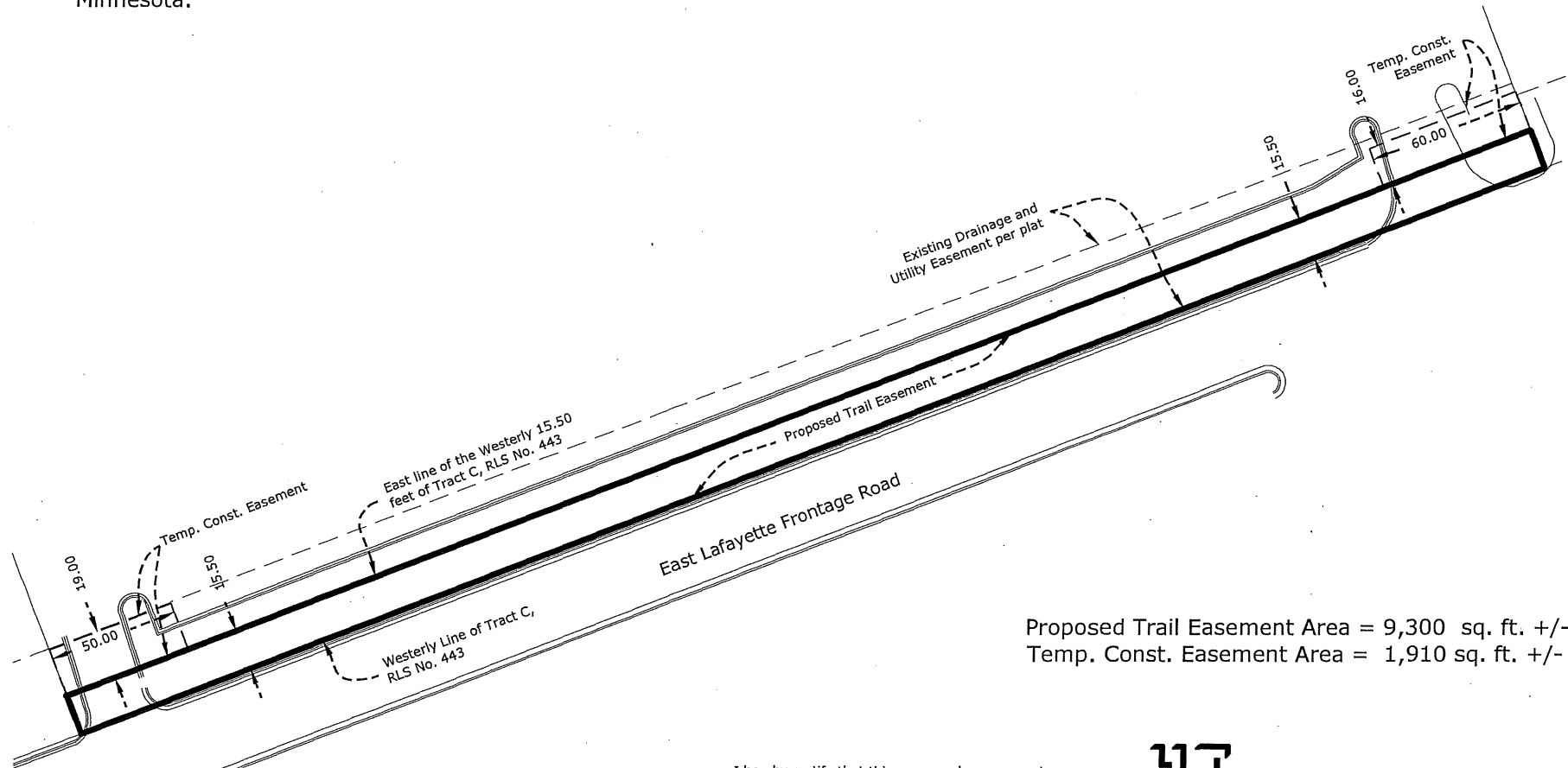
PARCEL NO.: 3

TAX ID: 05-28-22-43-0016

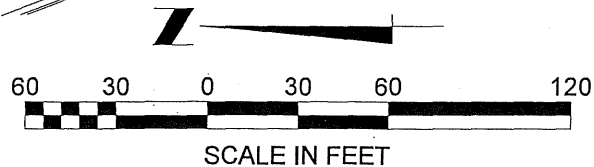
OWNER: US BANK NA TRUSTEE

A permanent easement for trail purposes over, under and across the westerly 15.50 feet of Tract C, RLS No. 443, according to the recorded plat thereof, Ramsey County, Minnesota.

An easement for temporary construction purposes over, under and across the easterly 19.00 feet of the westerly 34.50 feet of the northerly 50.00 feet, and the easterly 16.00 feet of the westerly 31.50 feet of the southerly 60.00 feet of Tract C, RLS No. 443, according to the recorded plat thereof, Ramsey County, Minnesota.



Proposed Trail Easement Area = 9,300 sq. ft. +/-
Temp. Const. Easement Area = 1,910 sq. ft. +/-



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Rory Synsteliën, Land Surveyor

Reg. No. 44565 Date: 9-23-16

HT
PO Engineering • Surveying
Landscape Architecture

HANSEN THORP PELLINEN OLSON, Inc.
7510 Market Place Drive • Eden Prairie, MN 55344
952-829-0700 • 952-829-7806 fax

Exhibit A
Easement Area Depiction

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	RBP Realty LLC
Location:	264 Lafayette Frontage Road East St. Paul, Minnesota
Date of Valuation:	December 19, 2017
Date of Inspection:	December 19, 2017
Property Appraised:	Real Property (Land Only)
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	I1, Light Industrial District; RC4 Urban Diversified Overlay District Guided by the 2030 Comprehensive Plan as Industrial
Property Description:	The subject comprises 167,706 SF of land that is improved with a multi-tenant flex industrial building. It has frontage and direct access to Lafayette Frontage Road along the westerly property boundary. The property is rectangular in shape and is generally level and features perimeter landscaping.
Improvement Description:	The property is improved with a multi-tenant flex industrial building that contains approximately 79,012 SF of GBA. Other improvements include a bituminous parking lot with concrete curbing, concrete sidewalks, and landscaping. NOTE: The building improvements are not directly valued in this analysis and the description of the improvements is based on Ramsey County records and an exterior inspection of the property.
Highest and Best Use, As Vacant:	
Before Condition	Development of Industrial Use
After Condition	Same as in the Before Condition

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

(CONTINUED)

Site Area:

Before Condition 167,706 SF, or 3.85 acres

After Condition 167,706 SF, or 3.85 acres

Acquisition Areas:

Permanent Trail Easement 9,302 SF, or 0.21 acres

Temporary Construction
Easement 1,910 SF, or 0.04 acres

Value Conclusions:

Land Value in Before Condition	\$1,048,000
Land Value in After Condition	<u>\$1,031,000</u>
Indicated Permanent Damages	\$ 17,000
Plus: Affected Site Improvements	\$ 5,000
Plus: Temporary Easement	<u>\$ 2,600</u>
Recommended Compensation	\$ 24,600



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

Real Estate Division
1000 City Hall Annex
25 W. Fourth Street
Saint Paul, MN 551021660

Telephone: 651-266-8850
Facsimile: 651-266-8855

Offer letter - parcel 4

July 15, 2018

Catholic Charities of the Archdiocese of Saint Paul and Minneapolis
c/o Abigail Stone
1200 2nd Avenue South
Minneapolis, Minnesota 55403

RE: Robert Piram Tail Project Project – Acquisition of permanent and temporary easement for trail purposes.

Dear Ms. Stone,

By letter dated February 15, 2018, I conveyed the City of Saint Paul's offer to acquire a permanent and temporary easement on a westerly portion of the Catholic Charities of the Archdiocese of Saint Paul and Minneapolis property at 341 Chester Street, Saint Paul, Minnesota 55107 (Parcel ID No. 052822430015) for the sum of \$15,200 and I provided a copy of the City's appraisal and advised you of the right to obtain your own appraisal at the City's expense (up to a cost of \$5,000).

Through in-person direct negotiation and mutual agreement on Tuesday March 6th, **I am now writing to confirm the City's purchase price of \$15,200.** A signature to this letter represents formal written agreement.

If you have any questions concerning this matter, please contact me directly.

Respectfully,

Robert Smith
City of Saint Paul
Finance/Real Estate

cc: Mary Norton – Project Manager, Department of Parks and Recreation

Catholic Charities of the Archdiocese of St. Paul and Minneapolis - Owner

(Space Above for Recorder/Registrar Use)

**DEDICATION OF EASEMENT
FOR TRAIL PURPOSES**

Catholic Charities of the Archdiocese of Saint Paul and Minneapolis as Grantor, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns, as Grantee, a permanent easement for trail purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

Parcel 4

A permanent easement for trail purposes over, under and across the westerly 18.50 feet of Tract B, RLS No. 443, according to the recorded plat thereof, Ramsey County, Minnesota.
An easement for temporary construction purposes over, under and across the easterly 13.00 feet of the westerly 31.50 feet of Tract B, RLS No. 443, according to the recorded plat thereof, Ramsey County, Minnesota.

To have and to hold the same forever. Grantee accepts the Land as is, where is and with all faults with no representations and warranties of the Grantor.

It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is accepted that the Grantee has the right, privilege, and authority to construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove, and maintain over, across, under and upon said easement on the described land. It is further intended and agreed that this agreement shall remain in effect without limitation as to time.

IN TESTIMONY WHEREOF, Grantor(s), Catholic Charities of the Archdiocese of St. Paul & Minneapolis, a Non-profit Corp. under the laws of Minnesota, has(ve) caused this deed to be executed in its corporate name by its duly authorized officers, and attested to this 2nd day of August, 2018.

Catholic Charities of the Archdiocese of Saint Paul and Minneapolis

By Richard Johnson
Its Treasurer VP / CFO

By _____
Its _____

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss

The foregoing was acknowledged before me this 2nd day of August, 2018
by Richard Johnson and _____
the Treasurer, VP & CFO and _____
of Catholic Charities of the Archdiocese of St. Paul & Minneapolis



[Signature]

This Instrument was drafted by:
Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	Catholic Charities of the Archdiocese of Saint Paul and Minneapolis
Location:	341 Chester Street St. Paul, Minnesota
Date of Valuation:	December 19, 2017
Date of Inspection:	December 19, 2017
Property Appraised:	Real Property (Land Only)
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	I1, Light Industrial District; RC4 Urban Diversified Overlay District Guided by the 2030 Comprehensive Plan as Industrial
Property Description:	The subject consists of an improved 78,844 SF, or 1.81-acre, effectively rectangular parcel, with frontage and direct access to Lafayette Frontage Road along the westerly property boundary, as well as frontage and direct access to Chester Street along the south/eastern property boundary. The property is generally level and features perimeter landscaping.
Improvement Description:	The property is improved with an industrial office/warehouse building that contains approximately 28,058 SF of GBA. Other improvements include a bituminous parking lot with concrete curbing, concrete sidewalks, and landscaping. Additionally, there is a MetroTransit bus stop and shelter located along Lafayette Frontage Road East near the subject's western property boundary. NOTE: The building improvements are not directly valued in this analysis and the description of the improvements is based on Ramsey County records and an exterior inspection of the property.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

(CONTINUED)

Highest and Best Use, As Vacant:

Before Condition	Development of a light industrial building
After Condition	Same as in the Before Condition

Site Area:

Before Condition	78,844 SF, or 1.81 Acres
After Condition	78,844 SF, or 1.81 Acres

Acquisition Areas:

Permanent Trail Easement	5,181 SF, or 0.12 Acres
Temporary Construction Easement	3,640 SF, or 0.08 Acres

Value Conclusions:

Land Value in Before Condition	\$512,000
Land Value in After Condition	<u>\$502,000</u>
Indicated Permanent Damages	\$ 10,000
Plus: Temporary Easement	<u>\$ 5,200</u>
Recommended Compensation	\$ 15,200

OFFICE OF FINANCIAL SERVICES
Todd Hurley, Director



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

Real Estate Division
1000 City Hall Annex
25 W. Fourth Street
Saint Paul, MN 551021660

Telephone: 651-266-8850
Facsimile: 651-266-8855

Offer letter - parcel 5

July 1, 2018

Riverview Triangle LLC
c/o Dave Berstrom
380 Chester Street
Saint Paul, Minnesota 55107

RE: Robert Piram Tail Project Project – Acquisition of permanent and temporary easement for trail purposes.

Dear Mr. Bergstrom,

By letter dated February 15, 2018, I conveyed the City of Saint Paul’s offer to acquire a permanent and temporary easement on a westerly portion of your property at 380 Chester Street, Saint Paul, Minnesota 55107 (Parcel ID No. 052822430032) for the sum of \$34,800 and I provided a copy of the City’s appraisal and advised you of the right to obtain your own appraisal at the City’s expense (up to a cost of \$5,000).

Through in-person direct negotiation and mutual agreement on Thursday May 10th, **I am now writing to confirm the City’s purchase price of \$48,720.00.** A signature to this letter represents formal written agreement.

If you have any questions concerning this matter, please contact me directly.

Respectfully,

Robert Smith
City of Saint Paul
Finance/Real Estate

cc: Mary Norton – Project Manager, Department of Parks and Recreation

Riverview Triangle LLC - Owner

(Space Above for Recorder/Registrar Use)

Recording Requested By and
When Recorded Mail To:
Wellington Management Inc.
1625 Energy Park Drive, Suite 100
St. Paul Minnesota 55108
Attn: Beth Huizinga

**DEDICATION OF EASEMENT
FOR TRAIL PURPOSES**

Riverview Triangle LLC, as Grantor, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns, as Grantee, a permanent easement for trail purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

Parcel 5

A permanent easement for trail purposes over, under and across the westerly 18.50 feet of Tract C, RLS No. 538 according to the recorded plat thereof, Ramsey County, Minnesota.

An easement for temporary construction purposes over, under and across the easterly 7.00 feet of the westerly 25.50 feet, and the easterly 9.50 feet of the westerly 25.50 feet of the northerly 215.00 feet, and the easterly 13.00 feet of the westerly 31.50 feet of the southerly 110.00 feet, as measured at right angles to the south line of Tract C, RLS No. 538 according to the recorded plat thereof, Ramsey County, Minnesota.

To have and to hold the same forever. Grantee accepts the Land as is, where is and with all faults with no representations and warranties of the Grantor.

It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is accepted that the Grantee has the right, privilege, and authority to construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove, and maintain over, across, under and upon said easement on the described land. It is further intended and agreed that this agreement shall remain in effect without limitation as to time.

As consideration for the grant of this easement, the Grantee agrees that it shall be responsible for

and defend the Grantor against any and all losses, damages, causes of action, claims, liabilities, cost and expenses (including reasonable attorneys' fees and court costs), suffered or incurred by Grantor and/or its tenant as a result of any action, occurrences, damages or expenses caused by Grantee (or any of its agents, contractors or others employed or engaged by Grantee in connection with this easement) as a result of exercise by Grantee of its rights covered by this easement, including, without limitation, those arising from injury to persons or damage, and/or (ii) occurring or resulting the use by Grantee of any of its invitees, employees, agents and contractors in the Easement Area during the term of the Easement. Furthermore, Grantee will be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminant which may have existed on, or while related to, the easement area or Property prior to the date of this instrument.

During the term of the easement Grantee will provide commercial general liability insurance, in appropriate and standard amounts, insuring Owner and its management company, Wellington Management, Inc., against claims for personal injury, bodily injury, death, property damages, destruction or occurring in, on or about the Easement Area during the term of this easement agreement.

IN TESTIMONY WHEREOF, Grantor(s), Riverview Triangle LLC, a limited liability company under the laws of Minnesota, has caused this easement to be executed in its corporate name by its duly authorized officers, and attested to this 21st day of August, 2018.

Riverview Triangle LLC, a Minnesota limited liability company

By [Signature]
Stephen B. Wellington, Jr., Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 21st day of August, 2018, by Stephen B. Wellington, Jr., Chief Manager of Riverview Triangle LLC, a Minnesota limited liability company on behalf of the company.

[Signature]
Notary Public
My commission expires: 1-31-23

This Instrument was drafted by:

Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102



TRAIL EASEMENT EXHIBIT

9-13-2016

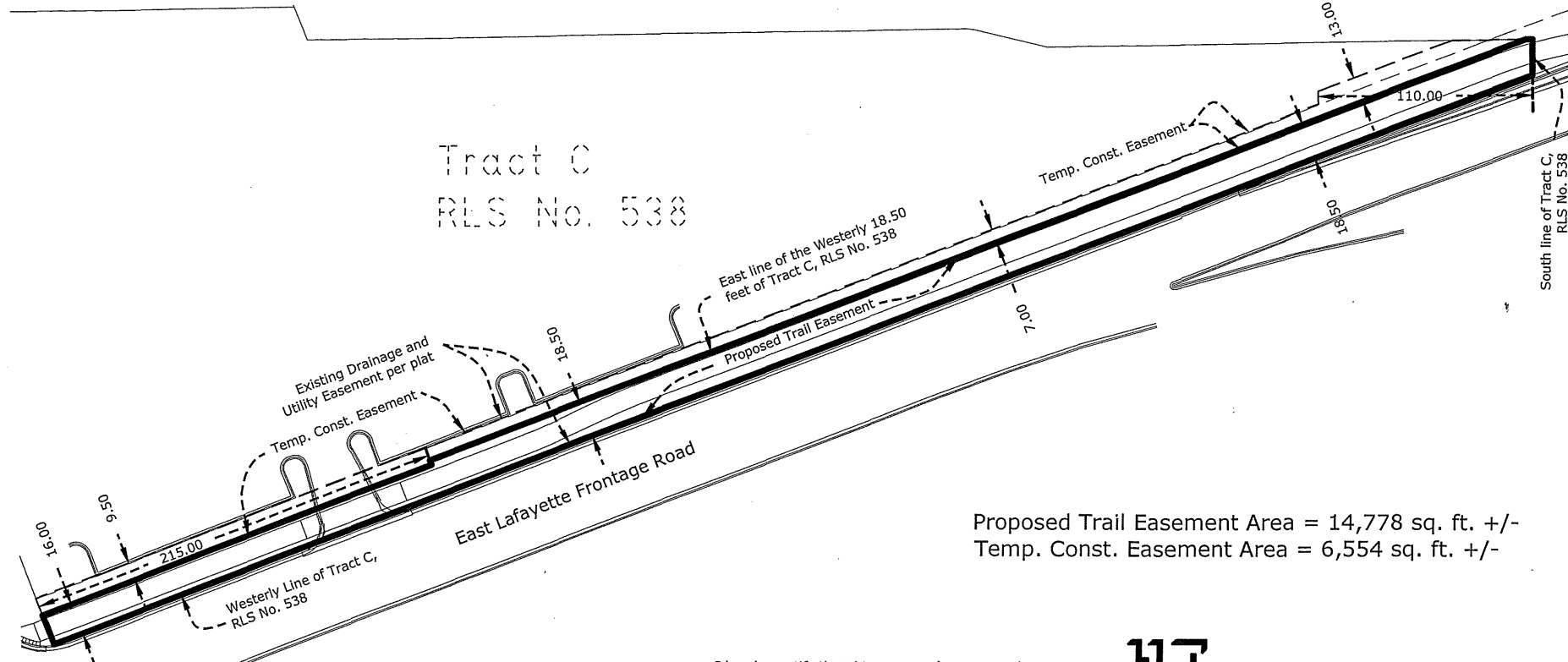
PARCEL NO.: 5

TAX ID: 05-28-22-43-0032

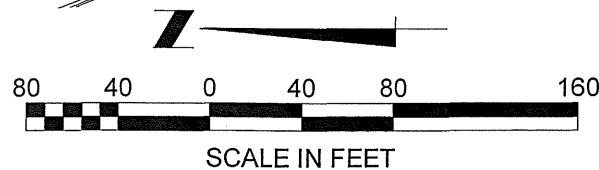
OWNER: US BANK NA TRUSTEE

A permanent easement for trail purposes over, under and across the westerly 18.50 feet of Tract C, RLS No. 538 according to the recorded plat thereof, Ramsey County, Minnesota.

An easement for temporary construction purposes over, under and across the easterly 7.00 feet of the westerly 25.50 feet, and the easterly 9.50 feet of the westerly 25.50 feet of the northerly 215.00 feet, and the easterly 13.00 feet of the westerly 31.50 feet of the southerly 110.00 feet, as measured at right angles to the south line of Tract C, RLS No. 538 according to the recorded plat thereof, Ramsey County, Minnesota.



Proposed Trail Easement Area = 14,778 sq. ft. +/-
Temp. Const. Easement Area = 6,554 sq. ft. +/-



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Rory Synsteliën, Land Surveyor

Reg. No. 44565 Date: 9-13-16



Engineering • Surveying
Landscape Architecture

HANSEN THORP PELLINEN OLSON, Inc.

7510 Market Place Drive • Eden Prairie, MN 55344
952-829-0700 • 952-829-7806 fax

Easement Area Depiction

Exhibit A

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	RBP Realty LLC
Location:	380 Chester Street St. Paul, Minnesota
Date of Valuation:	December 19, 2017
Date of Inspection:	December 19, 2017
Property Appraised:	Real Property (Land Only)
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	I1, Light Industrial District; RC4 Urban Diversified Overlay District Guided by the 2030 Comprehensive Plan as Industrial
Property Description:	The subject consists of an improved 152,896 SF, or 3.51-acre, triangular parcel, with frontage and direct access to Lafayette Frontage Road along the westerly property boundary, as well as frontage and direct access to Chester Street along the northerly property boundary. The property is generally level and features basic perimeter landscaping.
Improvement Description:	The property is improved with an office building that contains approximately 28,086 SF of GBA. Other improvements include a bituminous parking lot with concrete curbing, concrete sidewalks, and landscaping. NOTE: The building improvements are not directly valued in this analysis and the description of the improvements is based on Ramsey County records and an exterior inspection of the property.
Highest and Best Use, As Vacant:	
Before Condition	Development of Industrial Use
After Condition	Same as in the Before Condition

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

(CONTINUED)

Site Area:

Before Condition	152,896 SF, or 3.51 acres
After Condition	152,896 SF, or 3.51 acres

Acquisition Areas:

Permanent Trail Easement	14,579 SF, or 0.33 acres
Temporary Construction Easement	6,688 SF, or 0.15 acres

Value Conclusions:

Land Value in Before Condition	\$ 917,000
Land Value in After Condition	<u>\$ 891,000</u>
Indicated Permanent Damages	\$ 26,000
Plus: Temporary Easement	<u>\$ 8,800</u>
Recommended Compensation	\$ 34,800

OFFICE OF
Todd Hurley, Director



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

Real Estate Division
1000 City Hall Annex
25 W. Fourth Street
Saint Paul, MN 551021660

Telephone: 651-266-8850
Facsimile: 651-266-8855

Offer letter - parcels 6 & 7

August 21, 2018

Eaton Street LLC
c/o Gary Santoojian
800 Lone Oak Road
Eagan Mn. 55121

RE: Robert Piram Tail Project Project – Acquisition of permanent and temporary easement for trail purposes.

Dear Mr. Santoorjian:

By letter dated February 15, 2018, I conveyed the City of Saint Paul's offer to acquire a permanent and temporary easement on a westerly portion of the Eaton Street LLC property at 301 Eaton Street (Parcel ID No. 052822432004 & 082822120113) for the sum of \$32,200 and I provided a copy of the City's appraisal and advised you of the right to obtain your own appraisal at the City's expense (up to a cost of \$5,000).

Through in-person direct negotiation, further email correspondence and phone communication, **I am now writing to confirm the City's purchase price of \$42,428.00.** A signature to this letter represents formal written agreement.

If you have any questions concerning this matter, please contact me directly.

Respectfully,

Robert Smith
City of Saint Paul
Finance/Real Estate

cc: Mary Norton – Project Manager, Department of Parks and Recreation



Eaton Street LLC - Owner

(Space Above for Recorder/Registrar Use)

**DEDICATION OF EASEMENT
FOR TRAIL PURPOSES**

Eaton Street LLC, as Grantor, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns, as Grantee, a permanent easement for trail purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

Parcel 6

A permanent easement for trail purposes over, under and across the most southwesterly 18.50 feet of Lot 1, Block 1, Riverview Industrial Park No. 8, according to the recorded plat thereof, Ramsey County, Minnesota.

Parcel 7

A permanent easement for trail purposes over, under and across the southwesterly 13.00 feet of Lot 1, Block 3, Riverview Industrial Park No. 7, according to the recorded plat thereof, Ramsey County, Minnesota.

To have and to hold the same forever. Grantee accepts the Land as is, where is and with all faults with no representations and warranties of the Grantor.

It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is accepted that the Grantee has the right, privilege, and authority to construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove, and maintain over, across, under and upon said easement on the described land. It is further intended and agreed that this agreement shall remain in effect without limitation as to time.

IN TESTIMONY WHEREOF, Grantor(s), Eaton Street LLC,
a limited liability company under the laws of Minnesota, has(ve)
caused this deed to be executed in its corporate name by its duly authorized officers, and attested
to this 22 day of August, 2018.

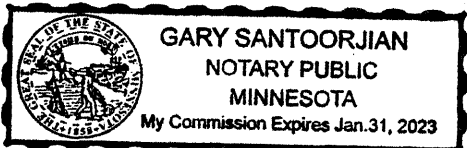
Eaton Street LLC

By Donald Owen
Its GOVERNOR

By _____
Its _____

STATE OF MINNESOTA }
COUNTY OF RAMSEY } SS

The foregoing was acknowledged before me this 22 day of August, 2018
by Donald Owen and _____
the Governor and _____
of Eaton Street LLC



Gary Santoorjian

This Instrument was drafted by:

Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	Eaton St. LLC
Location:	301 Eaton Street St. Paul, Minnesota
Date of Valuation:	December 19, 2017
Date of Inspection:	December 19, 2017
Property Appraised:	Real Property (Land Only)
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	I1, Light Industrial District; RC2/FF Flood Fringe Overlay District; RC4 Urban Diversified Overlay District Guided by the 2030 Comprehensive Plan as Industrial
Property Description:	The subject comprises two entire tax parcels and a portion of a third tax parcel. Together they are irregular in shape and located at the northeast corner of Lafayette Frontage Road and Eaton Street. The land size of the subject is approximately 312,053 SF, or 7.16 acres, and street access to the property is provided from Eaton Street. The property is situated just east of Highway 52 (Lafayette Freeway); however, the site is located below grade in comparison to this highway. The subject property is utilized as an outdoor storage facility on the north side of Eaton Street and is able to operate separately from the outdoor storage facility that is located on the south side of Eaton Street. As such, the subject is appraised separate from the larger ownership.
Improvement Description:	The subject is improved with a small office building that has approximately 2,514 SF of GBA. Other improvements include a bituminous parking lot with concrete curbing, fencing, and minimal landscaping near the building. NOTE: The building improvements are not directly valued in this analysis and the description of the improvements is based on Ramsey County records and an exterior inspection of the property.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

(CONTINUED)

Highest and Best Use, As Vacant:

Before Condition	Industrial Development (consistent with zoning)
After Condition	Same as in the Before Condition

Highest and Best Use, As Improved:

Before Condition	Continued use as an outdoor storage facility
After Condition	Same as in the Before Condition

Site Area:

Before Condition	312,053 SF, or 7.16 acres
After Condition	312,053 SF, or 7.16 acres

Acquisition Areas:

Permanent Trail Easement	9,470 SF, or 0.22 acres
Temporary Construction Easement	3,835 SF, or 0.09 acres

Value Conclusions:

Land Value in Before Condition	\$1,560,000
Land Value in After Condition	<u>\$1,537,000</u>
Indicated Permanent Damages	\$ 23,000
Plus: Affected Site Improvements	\$ 3,000
Plus: Temporary Easement	<u>\$ 4,200</u>
Recommended Compensation	\$ 30,200



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

Real Estate Division
1000 City Hall Annex
25 W. Fourth Street
Saint Paul, MN 551021660

Telephone: 651-266-8850
Facsimile: 651-266-8855

Offer letter - parcel 8

August 21, 2018

Eaton Street LLC
c/o Gary Santoojian
800 Lone Oak Road
Eagan Mn. 55121

RE: Robert Piram Tail Project Project – Acquisition of permanent and temporary easement for trail purposes.

Dear Mr. Santoorjian:

By letter dated February 15, 2018, I conveyed the City of Saint Paul's offer to acquire a permanent and temporary easement on a westerly portion of the Eaton Street LLC property at 300 Eaton Street (Parcel ID No. 082822110032) for the sum of \$13,700 and I provided a copy of the City's appraisal and advised you of the right to obtain your own appraisal at the City's expense (up to a cost of \$5,000).

Through in-person direct negotiation and further email correspondence and phone communication, **I am now writing to confirm the City's purchase price of \$18,953.00.** A signature to this letter represents formal written agreement.

If you have any questions concerning this matter, please contact me directly.

Respectfully,

Robert Smith
City of Saint Paul
Finance/Real Estate

cc: Mary Norton – Project Manager, Department of Parks and Recreation

Eaton Street LLC - Owner

(Space Above for Recorder/Registrar Use)

**DEDICATION OF EASEMENT
FOR TRAIL PURPOSES**

Easton Street LLC as Grantor, for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns, as Grantee, a permanent easement for trail purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, described as follows:

Parcel 8

A permanent easement for trail purposes over, under and across the westerly 10.00 feet and the westerly 13.00 feet of the northerly 120.00 feet, as measured at right angles to the north line of Block 11, Hitchcock Addition to West St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

To have and to hold the same forever. Grantee accepts the Land as is, where is and with all faults with no representations and warranties of the Grantor.

It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is accepted that the Grantee has the right, privilege, and authority to construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove, and maintain over, across, under and upon said easement on the described land. It is further intended and agreed that this agreement shall remain in effect without limitation as to time.

IN TESTIMONY WHEREOF, Grantor(s), Eaton Street LLC,
a limited liability company under the laws of Minnesota, has(ve)
caused this deed to be executed in its corporate name by its duly authorized officers, and attested
to this 22 day of August, 2018.

Eaton Street LLC

By Donald G. Oren
Its Governor

By _____
Its _____

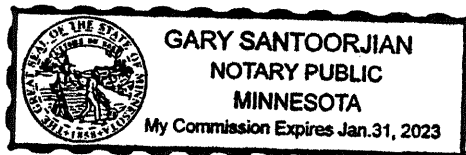
STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss

The foregoing was acknowledged before me this 22 day of August, 2018
by Donald Oren and _____
the Governor and _____
of Eaton Street LLC

Gary Santoorjian

This Instrument was drafted by:

Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	Eaton St. LLC
Location:	300 Eaton Street St. Paul, Minnesota
Date of Valuation:	December 19, 2017
Date of Inspection:	December 19, 2017
Property Appraised:	Real Property (Land Only)
Rights & Interests Appraised:	Fee Simple Market Value
Zoning:	I1, Light Industrial District; RC4 Urban Diversified Overlay District Guided by the 2030 Comprehensive Plan as Industrial
Property Description:	<p>The subject property is a generally open, mostly level and contains approximately 189,521 SF, or 4.35 acres, of land area (including land underneath Highway 52, which is subject to a permanent highway easement in favor of MnDOT). The site has frontage along Eaton Street to the north, and a railroad corridor to the south.</p> <p>The site is utilized as a fenced storage facility, with areas for container rentals as well as outdoor storage of vehicles. Site improvements include chain link fencing with electric security gates, outdoor lighting, a bituminous-surfaced parking lot, and crushed recycled bituminous and gravel surfacing in the storage yards. The property is also improved with two double-sided billboards located along the east and west sides of Highway 52. Additionally, a mobile home serves as the business office and U-Haul rental center. The site is irregular in shape (see plat map on page xvi), and is generally level and above street grade with Eaton Street and Highway 52.</p> <p>Since the subject property is an outdoor storage facility that is located on the south side of Eaton Street and is able to operate separately from the outdoor storage facility on the north side of Eaton Street, the subject is appraised separate from the larger ownership.</p>

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

(CONTINUED)

Highest and Best Use, As Vacant:

Before Condition	Industrial Development (consistent with zoning)
After Condition	Same as in the Before Condition

Highest and Best Use, As Improved:

Before Condition	Continued use as an outdoor storage facility
After Condition	Same as in the Before Condition

Site Area:

Before Condition	189,521 SF, or 4.35 acres
After Condition	189,521 SF, or 4.35 acres

Acquisition Areas:

Permanent Trail Easement	4,638 SF, or 0.11 acres
Temporary Construction Easement	1,530 SF, or 0.04 acres

Value Conclusions:

Land Value in Before Condition	\$ 948,000
Land Value in After Condition	<u>\$ 936,000</u>
Indicated Permanent Damages	\$ 12,000
Plus: Temporary Easement	<u>\$ 1,700</u>
Recommended Compensation	\$ 13,700