

REQUEST FOR COUNCIL ACTION

Date: 02/09/2009
Item No.: 12.e

Department Approval

City Manager Approval



Item Description: Consideration of Stipulation Agreement Regarding Condemnation of Property by the Metropolitan Council for the Roseville Park and Ride Transit Facility

BACKGROUND

On December 15, 2008, the Roseville City Council approved the final plat and final PUD for the Roseville Park and Ride Transit facility in the Twin Lakes redevelopment area.

On December 28, 2008 the Metropolitan Council filed a petition in District Court to acquire property for their planned Park and Ride Transit Facility on the Old Dominion property along Cleveland Ave. in the Twin Lakes redevelopment area. The petition lists Old Dominion Freight Line, Inc.; Cent Ventures 2 LLC, and the City of Roseville as the respondents. Old Dominion is the fee owner of the subject property and Cent Ventures 2 has a purchase agreement with Old Dominion.

The stipulation agreement will allow Metropolitan Council to acquire the land necessary for its project sooner than the 90-day quick take process allows. As funding for the project needs to be expended by December 31, 2009, it is imperative for Metropolitan Council to begin work on the project as soon as possible. The stipulation agreement will allow Metropolitan Council to meet their schedule and deadlines.

Metropolitan Council will be acquiring the parcel as described in Exhibit A of the stipulation agreement in fee title to operate as a Park and Ride Transit facility. In addition, Metropolitan Council will be acquiring a temporary easement for construction, grading, and slope purposes, a temporary easement for access purposes, and permanent easements for drainage and utility purposes.

The City Council will recall that it approved an agreement with Old Dominion that provided for conveyance of the City's interest in the 10-foot strip of land to Old Dominion, subject to Old Dominion ultimately dedicating it back as part of platting.

It is important to note that even though the Metropolitan Council will be acquiring rights of use for property that includes existing rights-of-way, the City will be able to continue to utilize the property in question. This is due to the fact that the City will be regranted its right-of-way as described in the Vacation and Regranting Agreement and the final plat for Twin Lakes Addition approved by the City Council on December 15, 2008.

28 **POLICY OBJECTIVE**

29 The stipulation agreement will allow for the construction of the Park and Ride Transit facility in the
30 Twin Lakes redevelopment area in a timely manner. Redevelopment of the Twin Lakes area has long
31 been identified in the Comprehensive Plan as an important priority for the City of Roseville.

32 **BUDGET IMPLICATIONS**

33 Under the stipulation agreement, the City will not receive any compensation. Besides staff costs
34 for review of the document, the City will not incur any other costs.

35 **STAFF RECOMMENDATION**

36 Staff recommends that the City Manager and Mayor enter into the Stipulation Agreement
37 regarding the Condemnation Proceedings for by Metropolitan Council for property at 2750
38 Cleveland Ave. for the Roseville Park and Ride Transit Facility.

39 **REQUESTED COUNCIL ACTION**

40 **MOTION** to authorize that the City Manager and Mayor to enter into the Stipulation
41 Agreement regarding the Condemnation Proceedings for by Metropolitan Council for property at
42 2750 Cleveland Ave. for the Roseville Park and Ride Transit Facility.

43
Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071
Attachments: A: Stipulation Agreement

CASE TYPE: CONDEMNATION

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Metropolitan Council, a public corporation
and political subdivision of the State of
Minnesota,

IN THE MATTER OF THE
CONDEMNATION OF CERTAIN LANDS
FOR TRANSIT PURPOSES

Petitioner,

Court File No. _____

v.

Old Dominion Freight Line, Inc., a
Virginia corporation; Cent Ventures 2
LLC, a Minnesota limited liability
company; and City of Roseville;

STIPULATION
IN
SETTLEMENT

Respondents.

WHEREAS, the Metropolitan Council commenced this condemnation action by the filing of a Petition with the Ramsey County Court on December 28, 2008 for the condemnation of fee title, and temporary and permanent easements for public transit purposes.

WHEREAS, the Metropolitan Council's Petition for condemnation includes acquisition of fee title, and temporary and permanent easements over, under and across the lands described in the Petition and in **Exhibit A** attached hereto ("the Property");

WHEREAS, Petitioner and Respondent Old Dominion Freight Line, Inc., Cent Ventures 2 LLC, and Respondent City of Roseville have agreed to a full settlement of this matter.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

1. Respondents Old Dominion Freight Line, Inc., Cent Ventures 2, LLC, and City of Roseville hereby waive any and all objections to the Petition filed by the Metropolitan Council to acquire the Property and the right to 90 days notice prior to the date on which possession is to be taken, as required by Minn. Stat. § 117.042, and hereby grant the Metropolitan Council the full

right of possession to the Property on February 11, 2009, and the full title to the Property upon Court approval of the Petition and payment of the settlement amount as provided in paragraph 3 herein.

2. The parties agree that this Stipulation shall not affect the process for replatting Lots 1, 2, 3, 18, 19 and 20, Block B, Twin View, Ramsey County, Minnesota.

3. Respondents Old Dominion Freight Line, Inc., Cent Ventures 2 LLC, and City of Roseville stipulate and agree to accept compensation of One Million Two Hundred Seventy-Seven and 00/100ths Dollars (\$1,277,000.00) as full payment of damages for the taking of the Property for fee title, temporary and permanent easements as legally described in the Petition. Respondents agree that Petitioner shall pay the compensation amount of \$1,277,000.00 to Old Dominion Freight Line, Inc., and \$0.00 to Cent Ventures 2, LLC and the City of Roseville.

4. In consideration of this Stipulation in Settlement and settlement hereof, Petitioner and Respondents Old Dominion Freight Line, Inc., Cent Ventures 2 LLC, and City of Roseville waive any rights they may have to a hearing before Commissioners to determine compensation, and any rights to appeal an award of compensation.

5. The parties release and forever discharge one another, and their respective board members, council members, officers, employees, affiliates, heirs, successors and assigns from any obligation, liability or claim for damages, incidental damages, payments or losses of any kind in connection with the taking herein.

6. This Stipulation may be executed in counterparts.

7. Any interpretation of this Agreement shall be made consistent with the laws of the state of Minnesota.

8. The undersigned have read this agreement carefully and understand all its terms.

9. This Stipulation shall inure to and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth below.

Dated: _____, 2009.

METROPOLITAN COUNCIL:

By: _____
Its Regional Administrator

Dated: _____, 2009.

OLD DOMINION FREIGHT LINE, INC.

By: _____

Its: _____

Dated: _____, 2009.

CENT VENTURES 2 LLC

By: _____

Its: _____

Dated: _____, 2009.

CITY OF ROSEVILLE

By: _____

Its: _____