



# City of Saint Paul

## Signature Copy

Resolution-Public Hearing: RES PH 19-159

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

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**File Number: RES PH 19-159**

Approving the petition of Bremer Bank and Snelling Shields LLC to vacate a portion of the alley in Block 1, Milham Park..

BE IT RESOLVED, in accordance with Chapter 130 of the Saint Paul Legislative Code, that upon the petition of Bremer Bank, National Association, and Snelling Shields LLC ("Petitioner"), as documented in Office of Financial Services' Vacation File Number 02-2019, the public property described as:

All of the 20 foot wide alley dedicated in Block 1, Milham Park, Ramsey County, Minnesota, lying south of the north line of said Block 1, and northerly of the northwesterly extension of the southerly line of Lot 5, Block 1, Milham Park,

and depicted in Exhibit A is hereby vacated and discontinued as public property and, subject to the following conditions, the utility easements within said public property are hereby released in accordance with Section 130.05(3):

1. An easement shall be retained over, under and across the proposed vacated alley on behalf of Qwest Corporation d/b/a CenturyLink QC for existing facilities. If relocation of said facilities is required by the Petitioner for or arising from this vacation, the Petitioner, its successors and assigns, shall assume all costs for relocation of said facilities.
2. A storm water drainage easement shall be retained over, under and across the proposed vacated alley on behalf of the City of Saint Paul to address proper public storm water run-off.
3. An easement shall be retained over, under and across the proposed vacated alley on behalf of Comcast for existing facilities. If relocation of said facilities is required by the Petitioner for or arising from this vacation, the Petitioner, its successors and assigns, shall assume all costs of relocation of said facilities, including new easements as required.
4. The Petitioner and The Central Baptist Church shall grant an easement to the City of Saint Paul for emergency vehicle ingress/egress purposes within the proposed vacated alley, as provided in Exhibit B attached hereto.
5. The Central Baptist Church shall grant an easement to the City of Saint Paul for vehicular turnaround purposes on church-owned property south of the proposed vacated alley, as provided in Exhibit C attached hereto.
6. The Petitioner, its successors and assigns shall pay \$1,200.00 to the City of Saint Paul as an administrative fee for this vacation which is due and payable within 60 days of the effective date of this resolution.
7. Snelling Shields LLC, its successors and assigns shall, within 60 days of the effective date of this resolution, file with the Office of Financial Services/Real Estate Section, an acceptance

in writing of the conditions of this resolution and shall, within the period specified in the terms and conditions of this resolution, comply in all respects with these terms and conditions.


8. The Petitioner, its successors and assigns agree to indemnify, defend and save harmless the City of Saint Paul, its officers and employees from all suits, actions or claims of any character brought as a result of injuries or damages received or sustained by any person, persons or property on account of this vacation, or the Petitioner's use of this property, including but not limited to, a claim brought because of any act of omission, neglect, or misconduct of said Petitioner or because of any claims or liability arising from any violation of any law or regulation made in accordance with the law, whether by the Petitioner or any of its agents or employees.

At a meeting of the City Council on 6/5/2019, this Resolution-Public Hearing was Passed.

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

**Nay:** 0

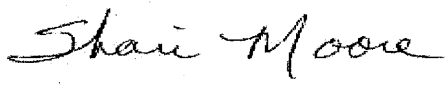
**Absent:** 1 Councilmember Busuri

**Vote Attested by**   
**Council Secretary** Trudy Moloney

**Date** 6/5/2019

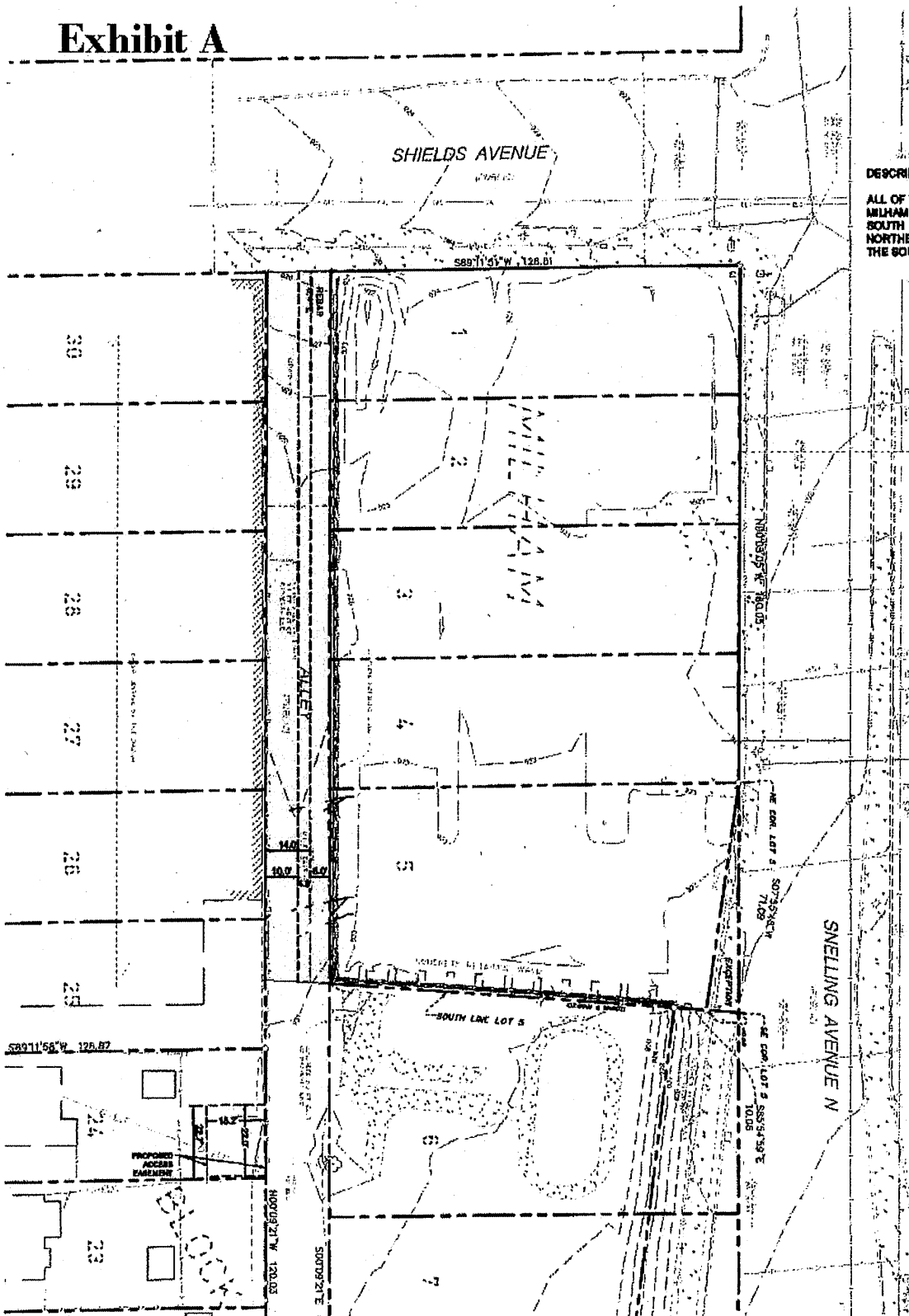
**Approved by the Mayor**   
Melvin Carter III

**Date** 6/12/2019

**Clerk**   
Shari Moore

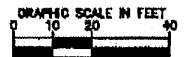
**Date** \_\_\_\_\_

# Exhibit A



### DESCRIPTION OF ALLEY TO BE VACATED

ALL OF THE 20 FOOT WIDE ALLEY DEDICATED IN BLOCK 1, MILHAM PARK, RAMSEY COUNTY, MINNESOTA, LYING SOUTH OF THE NORTH LINE OF SAID BLOCK 1, AND NORTHERLY OF THE NORTHWESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 5, BLOCK 1, MILHAM PARK.



## Exhibit B – Emergency Vehicle Ingress/Egress

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(Space Above for Recorder/Registrar Use)

### **DEDICATION OF EASEMENT FOR EMERGENCY VEHICULAR INGRESS AND EGRESS PURPOSES**

**Bremer Bank, National Association**, a national banking association, and **The Central Baptist Church**, a Minnesota non-profit corporation, collectively referred to as Grantor, for good and valuable consideration, to it 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 perpetual, nonexclusive easement for Emergency Vehicle Ingress and Egress purposes over and across the following tract of land being in the County of Ramsey, State of Minnesota, described and depicted as follows:

**See Exhibit A, attached and fully incorporated herein**

To have and to hold the same forever. Grantor covenants that it is well seized in fee of the land and premises aforesaid and has good right to convey the same free of all encumbrances.

This easement does not grant to Grantee or any other party any parking or other rights on or with respect to the easement area.

Grantor also covenants that the above granted easement is in the quiet and peaceable possession of the Grantee. Grantor will warrant and defend against all persons lawfully claiming the whole or any part thereof, subject to encumbrances, if any, hereinbefore mentioned. 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 further intended and agreed that this agreement and covenant shall remain in effect without limitation as to time.

Grantor, so long as it owns the property within which the easement is located, and each successor during its period of ownership, shall be responsible for maintenance, cleaning and snow plowing of the above-described easement area.

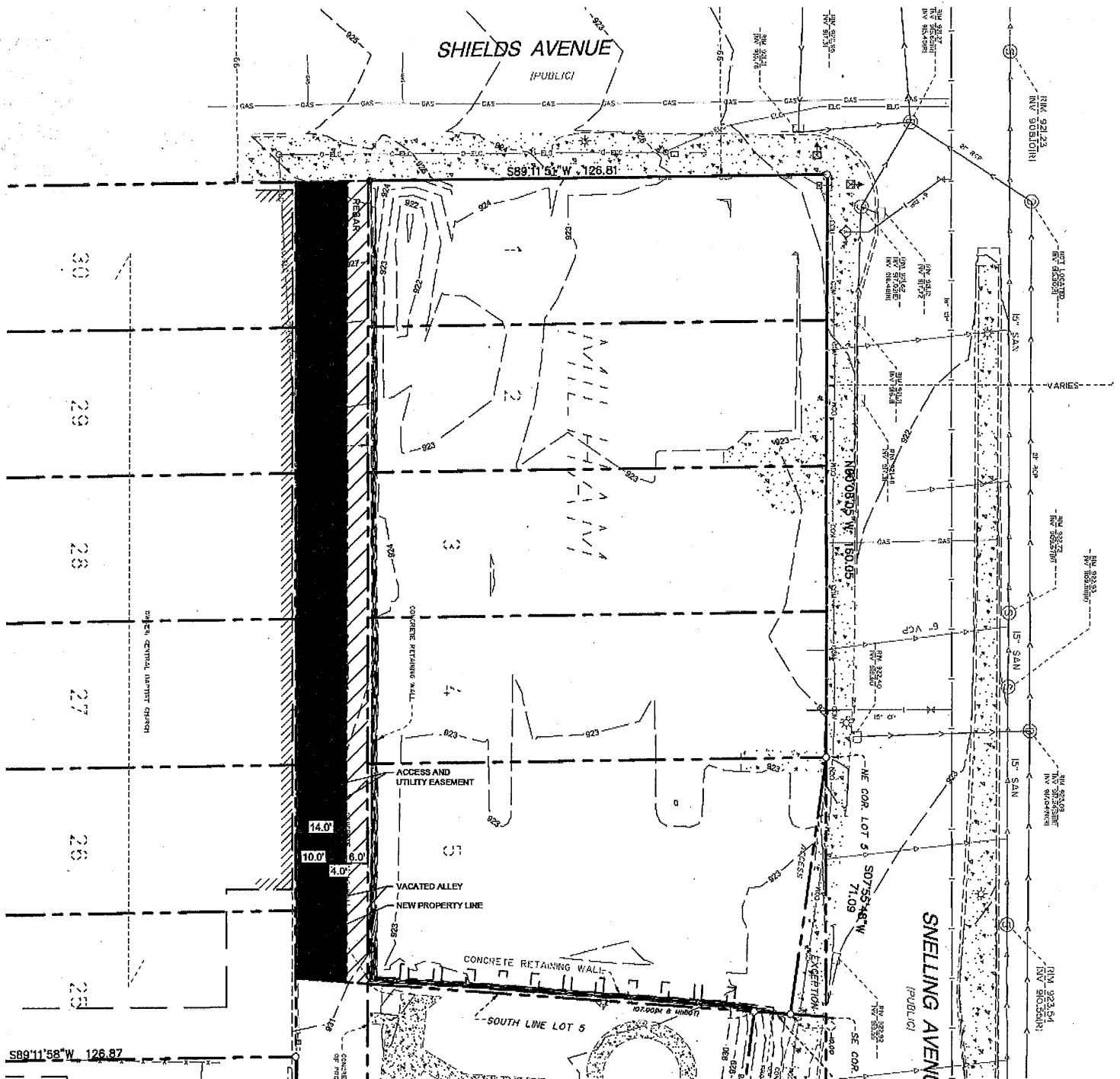


# Exhibit B – Emergency Vehicle Ingress/Egress

## EXHIBIT A

### Description of Easement Area

An easement for Emergency Vehicular Ingress and Egress lying over and under the westerly 10 feet and easterly 4 feet of the centerline of the vacated alley dedicated in Block 1, Milham Park, Ramsey County Minnesota lying south of the north line of said Block 1, and northerly of the northwesterly extension of the southerly line of Lot 5, Block 1, Milham Park.



## Exhibit C -Easement for Turnaround Purposes

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(Space Above for Recorder/Registrar Use)

### **DEDICATION OF EASEMENT FOR VEHICULAR TURNAROUND PURPOSES**

**The Central Baptist Church**, a Minnesota non-profit corporation 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 perpetual, nonexclusive easement for vehicular turnaround purposes on, over and across the following tract of land being in the County of Ramsey, State of Minnesota, described and depicted as follows:

**See Exhibit A, attached and fully incorporated herein**

To have and to hold the same forever. Grantor does covenant that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same free of all encumbrances.

Grantor also covenants that the above granted easement is in the quiet and peaceable possession of Grantee. Grantor will warrant and defend against all persons lawfully claiming the whole or any part thereof, subject to encumbrances, if any, hereinbefore mentioned. 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 further intended and agreed that this agreement and covenant shall remain in effect without limitation as to time. This Agreement shall be governed by and construed under the laws of the State of Minnesota.

Grantor shall be responsible for construction, maintenance, cleaning and snow plowing of the above-described easement area.





# Exhibit C -Easement for Turnaround Purposes

## EXHIBIT A DESCRIPTION AND DEPICTION OF EASEMENT AREA

An easement for Vehicular Turnaround Purposes over and across the east 18.2 feet of the north 22.00 feet of the south 22.7 feet of Lot 24, Block 1, Milham Park, Ramsey County, Minnesota.

