



PETITION TO VACATE CITY INTEREST

I (we), the undersigned, constituting a majority of the owners (or their legally designated representatives) of the abutting properties, do hereby petition the Council of the City of Saint Paul to vacate its interests in the property(ies) legally described as follows:

13th STREET EAST, BETWEEN THE EAST LINE OF OLIVE STREET AND A LINE 100' WESTERLY AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF VACATED JOHN STREET.

I (we) request this vacation for the following reason(s). (Indicate whether you will be building on the site.)

RAMSEY COUNTY OWNS ALL PROPERTY SURROUNDING THIS PORTION OF 13th STREET EAST, AND WE INTEND TO OPERATE THE STREET AS A PRIVATE ROADWAY.

I (we) have attached six copies of the site plans of any development intended for construction on the lands to be vacated.

For Ramsey County Property Management Contact Person

Person(s) responsible for payment of vacation fee and for acceptance of the terms and conditions of the vacation:

Name: CAROL MORPHEW / Project Manager RCMPM
Phone: 651. 266. 2763
Address: 660 Government Ctr. West St. Paul MN 55102-1657
Email: Carol.Morphew@co.ramsey.mn.us

Alternate Contact Person

Name: JOLLY MANGINE / Director RCMPM
Phone: 651. 266. 2261
Address: 660 Gov't. Centa West St. Paul MN 55102-1657
Email: Jolly.Mangine@co.ramsey.mn.us

Signatures of Owner(s)/Representative(s)

of Property(ies) Described Below:

13th STREET EAST,

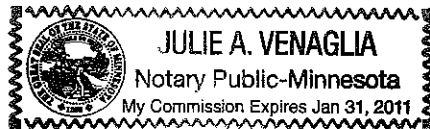
Between the east line of
Olive Street and a line 100'
westward and parallel with
the West Right-of-Way line
of Vacated John Street.

CAROL A. MORPHEW

I, Carol A Morphey/PCOM, am the petitioner, or one of the petitioners in the above matter; and I do hereby swear and verify that each of the signatures on this petition was signed in my presence by the person described in the petition.

Subscribed and sworn to before me this 5th

day of August



_____, 2010

Carol A Morphey

Petitioner

Julie A Venaglia

Notary

My commission expires 1/31/11



Property Management

Julio A. Mangine, Director

660 Government Center West
50 West Kellogg Boulevard
St. Paul, MN 55102-1657

Carol Morpew
Project Manager
Tel: 651-266-2763
Fax: 651-266-2264

The East Metro Behavioral Health Crisis Center - A new Ramsey County facility to house integrated Mental Health Services

The East Metro Behavioral Health Crisis Center Project (*EMBHCC*) will bring behavioral health services that are now separately located throughout the County, into a new 39,000 square-foot facility that meets the needs of County residents experiencing a mental or chemical health crisis by offering integrated services in a single location:

East Metro Mental Health Crisis System of Care. Ramsey, Dakota, and Washington Counties, as well as the State and private sector providers, are engaged in an intensive planning process to improve access to mental health crisis intervention in order to avoid unnecessary visits to hospital emergency departments and costly inpatient treatment. The EMBHCC will include a call-in and walk-in crisis assessment center with counseling staff available to evaluate an individual's next-step care needs;

Detoxification. Ramsey County is in need of improved physical space to provide this state-mandated service. The new building design will improve client care and staff productivity. Current discussions are underway with other counties regarding a joint "East Metro Detox" operation;

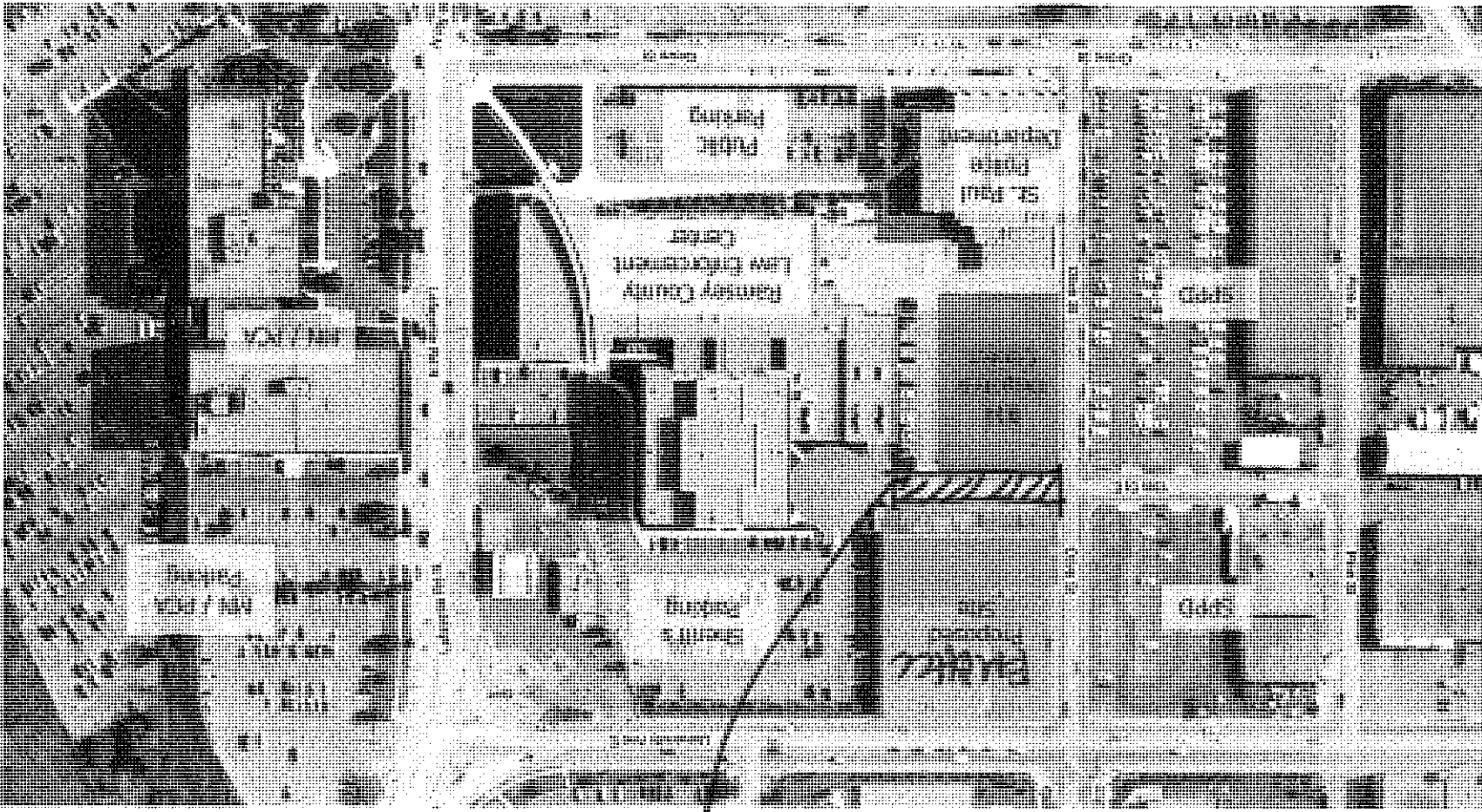
Chemical Health Assessment. County-employed, State-certified chemical health assessors will be housed on-site. Ready access to this service will provide an opportunity for an individual to pursue treatment immediately upon discharge from the Detox facility; and

Civil Commitment Court. Currently housed in Regions Hospital, the relocation of this district court function with the other community-based mental health services will promote cooperation among the various facets of our mental health care system.

Construction will begin in December on a one-acre, County-owned site at the intersection of University Avenue and Olive Street, just east of Interstate I-35W. The site is adjacent to the County's Law Enforcement Center and Emergency Communications Center, both 24-hour operations.

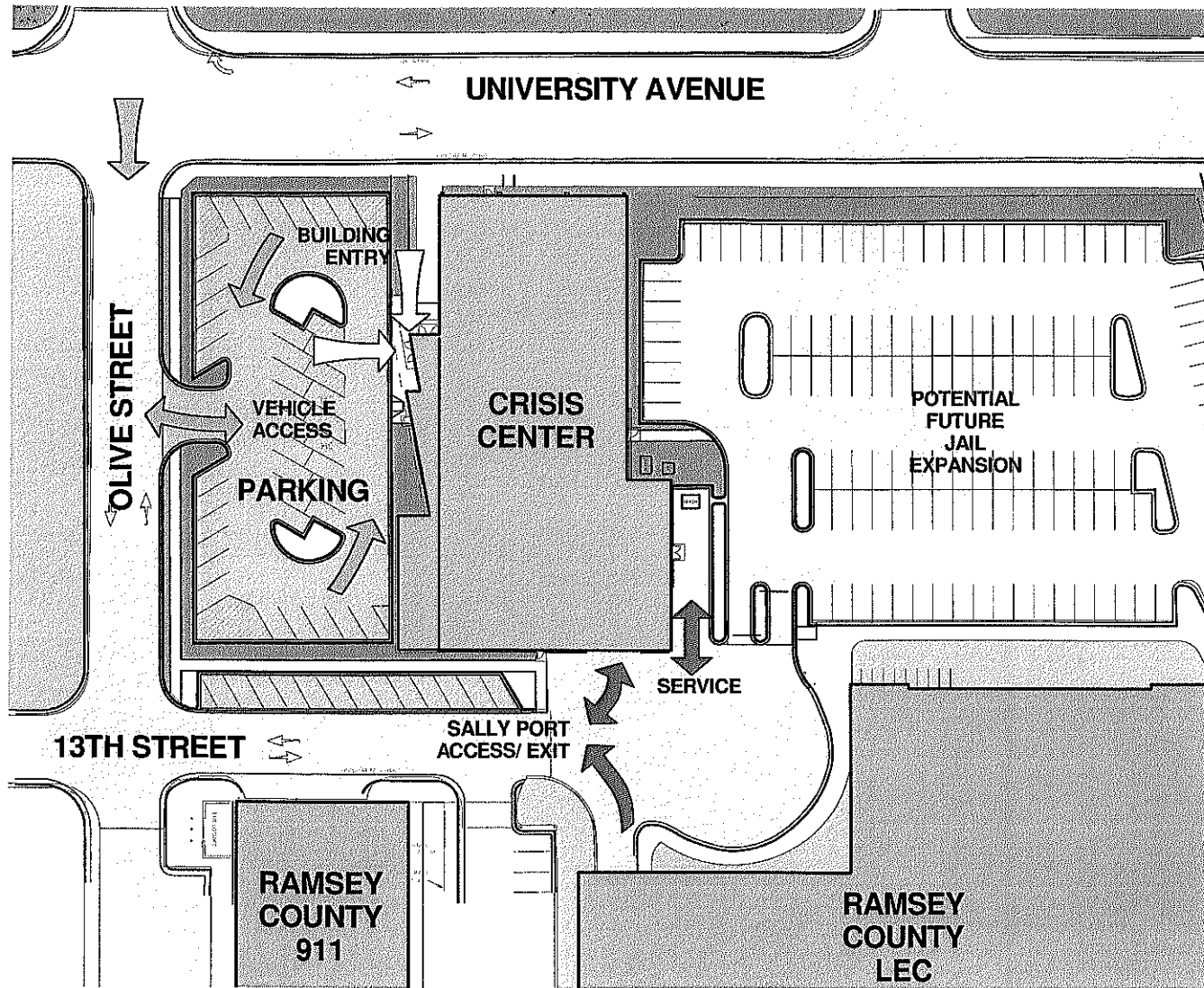
The total project budget approved by the Board of Ramsey County Commissioners is \$10,204,000. Wold Architects & Engineers are the project designers, and McGough Construction is the project builder. The new East Metro Behavioral Health Crisis Center is expected to open its doors in August 2011.

W



Portion of BR ST.
TO BE VACATED

Context Map



OVERALL SITE PLAN

1" = 50'-0"



0830
7/20/00
19:58
LP



DOC# 3339530

Certified Recorded On
AUG. 22, 2000 AT 10:45AM

Signed: LP

OFFICE CL. RECORDER
RAMSEY COUNTY MN

Fee Amount: 119.50



NO DELINQUENT TAXES
AND TRANSFER ENTERED

JUL 20 2000

DIRECTOR
Dept. of Property Taxation, Ramsey Co., MN
By A. Khan

LIMITED WARRANTY DEED
(Corporation or Partnership to Corporation or Partnership)
Based on Minnesota Uniform Conveyancing Blanks (1984)

STATE DEED TAX DUE HEREON: \$ 9075.00

2895 004 04 07/20/00 10:58
D.STAMPS 9075.00

Date: June 23, 2000

2895 004 04 07/20/00 10:50
C.STAMPS 5.00

FOR VALUABLE CONSIDERATION, Minnesota Mining and Manufacturing Company, a corporation under the laws of Delaware, Grantor, hereby conveys and quitclaims to Ramsey County, Grantee, a political subdivision under the laws of Minnesota, real property in Ramsey County, Minnesota, described as follows:

See Legal Description attached as Exhibit A hereto

together with all hereditaments and appurtenances belonging thereto. Grantor covenants and represents that:

- (1) This Deed conveys after-acquired title; and
- (2) Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing.

Subject to: See Exhibit B attached hereto.

THE SELLER CERTIFIES THAT THE SELLER DOES NOT KNOW OF ANY WELLS ON THE DESCRIBED REAL PROPERTY.

MINNESOTA MINING AND MANUFACTURING
COMPANY

Affix Deed Tax Stamp Here

By Charles E. Kiester
Its Senior Vice President
Charles E. Kiester

[To be filed with the Recorder of Deeds for Ramsey County]

CERT. OF REAL ESTATE VALUE 0R960319C-122254-*

BY AK 1886

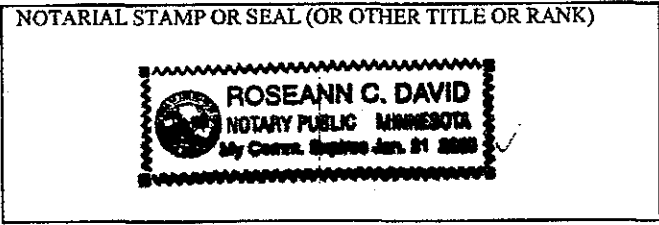
Old Republic Title

31-29-22-14-0104-9



STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 23rd day of June, 2000, by Charles E. Kiester the Senior Vice President of Minnesota Mining and Manufacturing Company, a corporation under the laws of Delaware, on behalf of the corporation.



Roseann C. David
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should be sent to (Include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

FAEGRE & BENSON LLP (JSW)
2200 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-3901
Phone: 612-336-3000

Director of Property Management
Ramsey County
660 Government Center West
50 West Kellogg Blvd.
St. Paul, MN 55102-1657
Attention: Julio A. Mangine

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lots 1 and 2, Block 4, Paterson's Addition to the Town of St. Paul, except vacated John Street, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

Parcel 2:

That part of Lot 3, Block 4, Paterson's Addition to the Town of St. Paul that lies Southerly of a line described as follows: Beginning at a point on the West line of said Lot 3 that is 44.50 feet North of the Southwest corner of said Lot 3; thence South 89 degrees 30 minutes 51 seconds East, parallel with the South line of said Lot 3, a distance of 19.44 feet; thence South 51 degrees 06 minutes 45 seconds East a distance of 44.26 feet; thence South 89 degrees 30 minutes 51 seconds East a distance of 6.38 feet; thence North 38 degrees 53 minutes 18 seconds East a distance of 19.77 feet; thence South 89 degrees 30 minutes 51 seconds East a distance of 27.38 feet to a point on the East line of said Lot 3 that is 32.50 feet North of the Southeast corner of said Lot 3, and said line there terminating, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

Parcel 3:

Lot Four (4) and the West one-half (W. 1/2) of Lot Five (5), Block Four (4), Paterson's Addition to the Town of St. Paul, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Being registered land as is evidenced by Certificate of Title No. 118242.

Parcel 4:

The East 1/2 of Lot 5, Block 4, Paterson's Addition to the Town of St. Paul, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

Parcel 5:

That part of Lot 6, Block 4, Paterson's Addition to the Town of St. Paul which lies West of the East 55.00 feet thereof, according to the recorded plat thereof and situate in Ramsey County, Minnesota.

Abstract Property.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Real estate taxes and installments of special assessments not yet due and payable.
2. All minerals and mineral rights reserved by the State of Minnesota, if any.
3. Reservation of all iron, natural gas, oil and all minerals of any nature, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using surface of lands hereby conveyed, and in such manner as not to damage surface of said lands or to interfere with use thereof by Grantee, his heirs and assigns, as disclosed by Warranty Deed filed July 27, 1956 Document No. 1404175 from Chicago, Burlington & Quincy Railroad Company and by Warranty Deed filed July 27, 1956 as Document No. 1404176 from Great Northern Railway Company.

(as to Parcel 2)

4. Reservation of all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed, together with the right of access at all times to exercise said rights, as reserved by the Burlington Northern Railroad Company, a Delaware Corporation in Deed filed November 21, 1988, as Document No. 2469846.

(as to Parcels 1, 2, 4 and 5)

5. Reservation of all iron, natural gas, oil and all minerals of any nature, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using surface of lands hereby conveyed, and in such manner as not to damage surface of said lands or to interfere with use thereof by Grantee, his heirs and assigns, as disclosed by Warranty Deed filed October 13, 1956 Document No. 1411362 from Chicago, Burlington & Quincy Railroad Company and by Warranty Deed filed October 13, 1956 as Document No. 1411361 from Great Northern Railway Company.

(as to Parcels 1, 2, 4 and 5)

6. Reservation of all iron, natural gas, oil and all minerals of any nature, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using surface of lands hereby conveyed, and in such manner as not to damage surface of said lands or to interfere with use thereof by Grantee, his heirs and assigns, as disclosed by Warranty Deed filed February 4, 1966 Document No. 1669471 from Chicago, Burlington & Quincy Railroad Company and by Warranty Deed filed February 4, 1966 as Document No. 1669472 from Great Northern Railway Company.

(as to Parcels 4 and 5)

7. All minerals and mineral rights were reserved by the State of Minnesota, in an instrument filed as Document No. 1295955.

(as to Lot 1 of Parcel 1)

8. Permanent easement for public sewer purposes over part of premises granted to the City of Saint Paul as evidenced by Deed dated May 27, 1977, filed June 1, 1977, as Document No. 1966667 as required by Resolution filed June 17, 1977, as Document No. 1968148.

(as to Parcels 4 and 5)

9. Terms, conditions, provisions and easements contained in that certain Easement, dated November 29, 1998, filed December 30, 1998, as Document No. 3109928 by and between Minnesota Mining and Manufacturing Company, a Delaware Corporation and Bradley v. Beckman.

(as to Parcel 5)



Document# 4104181
 Recorded 06/27/2008 1500
 County Recorder, Ramsey County, MN
 No Delinquent Taxes & Transfer Entered 06/27/2008
 Deed Tax Paid 06/27/2008
 2.2.6 390925

LIMITED WARRANTY DEED

State Deed Tax: \$ 6,187.50
 Date: June 24, 2008

For valuable consideration, Crescent Realty Corporation, an Iowa corporation ("Grantor"), hereby conveys and quit claims to the County of Ramsey, a political subdivision of the State of Minnesota; the real property in Ramsey County, Minnesota, that is legally described on the **Exhibit A** attached to this Deed (the "Property"), together with all hereditaments and appurtenances belonging to the Property. Grantor covenants and represents that:

- (1) this Deed conveys after-acquired title; and
- (2) Grantor has not made, done, executed, or suffered any act or thing by which all or any part of the Property, now or at any time hereafter, is or may be imperiled, charged, or encumbered in any manner, and Grantor will warrant the title to the Property against all persons lawfully claiming any interest in the Property from or through Grantor, as a result of any such act or thing, except for the encumbrances described on the **Exhibit B** attached to this Deed.

Grantor certifies that it does not know of any wells on, nor any individual sewage treatment systems on or serving the Property.

Metro Legal Services Box 5
 COMPAT 30287 A
 899407 WD 56497

CRESCENT REALTY CORPORATION

By: James R. Etheredge
 Name: James R. Etheredge
 Title: Senior Vice President & CFO

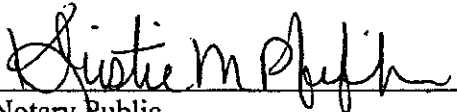
By: _____
 Name: _____
 Title: _____

1-4

Return to:
 Metro
 Legal
 30287 1041A SR

STATE OF IOWA)
) ss.
COUNTY OF DUBUQUE)

The foregoing instrument was acknowledged before me this 23rd day of June, 2008, by James R. Etheredge, the Senior Vice President & CFO of Crescent Realty Corporation on behalf of the corporation.


Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Ramsey County Attorney's Office
50 West Kellogg Boulevard, Suite 560
St. Paul, MN 55102



*For statements should be
sent to:*

*Ramsey County
c/o Ramsey County Attorney's Office
50 West Kellogg Blvd
St. Paul, MN 55102*

EXHIBIT A

to

Limited Warranty Deed

Legal Description

The Southerly 9 feet of Lots 2 and 3, Block 1, Paterson's Addition to the City of St. Paul, according to the recorded plat thereof. Also, all of Lots 4 and 5 of said Block 1. Also, all that portion of that certain 20 feet wide alley, vacated on November 3, 1919, running East-West in said Block 1, bounded on the East by the Northerly extension of the East line of said Lot 5 and bounded on the West by the West line of the Northerly extension of the West line of said Lot 4. All according to the recorded plat thereof, and situated in Ramsey County, Minnesota.

EXHIBIT B

Permitted Encumbrances

1. Real estate taxes that are not yet due and payable.
2. General and special assessments payable after the date of this deed.
3. Liens, claims, easements, covenants, restrictions, encumbrances, and other matters of record.
4. Zoning, subdivision, and other laws, ordinances, and regulations.
5. Public utility, drainage, and highway easements, whether or not of record.
6. Rights or claims of parties in possession.
7. Encroachments and other matters that would be disclosed by an accurate survey or an inspection of the Property.

8. Rights or claims of tenants, as tenants only, in possession under unrecorded leases.

9. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

10. Minerals and mineral rights reserved by Burlington Northern Railroad Company in Document No. 2215142.

11. Easement for fence and green space, or the benefit of adjacent property to the East, as created in document dated August 21, 2002, filed October 7, 2002, as Document No. 3540548.

12. Subject to the following matters shown on survey prepared by Kemper & Associates dated March 21, 2008:
 - a. Concrete sidewalk encroaches onto the Land a maximum distance of 5.5 feet.
 - b. No apparent easement for power pole and telephone riser in the northeasterly portion of the Land.

1420
22
19



DOC# 3466525

Certified Recorded On
FEB. 08, 2002 AT 08:58AM

Signed: DJD
OFFICE CL. RECORDER
RAMSEY COUNTY MN

Fee Amount: 028.98



STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.
CITY OF SAINT PAUL)

I, Shari Moore, Deputy City Clerk of the City of Saint Paul, Minnesota,
do hereby certify that I have compared the attached copy of Council File No.
00-904 as adopted by the City Council on February 21, 2001 and approved
by the Mayor on March 1, 2001 with the original thereof on file in my office.

I further certify that said copy is a true and correct copy of said
original and the whole thereof.

WITNESS, my hand and the seal of the City of Saint Paul, Minnesota
this 28th day of January, 2002.

Shari Moore

Shari Moore
Deputy City Clerk

1086

CH
Room 170

Return copy to: (GP)
Real Estate Division
140 City Hall

Council File # 00-904
Green Sheet # 104734

**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

ORIGINAL

26

Presented By *Christopher S. Helmer*

Referred To _____ Committee: Date _____

1 **BE IT RESOLVED**, that, upon the petition of Ramsey County, as documented in Technology and
2 Management Services Department File Number 00-01, public properties hereinafter described are hereby
3 vacated and discontinued as public property; and, subject to the herein stated exceptions, the easements
4 within those public properties are hereby released.

5
6 The property to be vacated is described as follows:

7
8 John Street from the south line of University Avenue to the south line of Thirteenth Street;
9 Thirteenth Street from the west line of John Street to 100 feet westerly; and the east-west alley in
10 Block 4, Paterson's Addition to the town of Saint Paul, along with the north 20 feet of the west
11 20 feet of the east 40 feet of Lot 6, in said Block 4, as dedicated in document no. 196667.

12
13
14
15
16
17
18
19
20
21 This vacation shall be subject to the terms and condition of Chapter 130, codified March 1, 1981, of the
22 Saint Paul Legislative Code as amended, and to the following conditions:

- 23
- 24 1. That the petitioner's, their successors and assigns shall pay \$500.00 as an administrative fee for
25 this vacation which is due and payable within 60 days of the effective date of this resolution.
- 26
- 27 2. The petitioner shall pay the depreciated value of any publicly funded portion of the cost paid to
28 improve these streets in 1994. The depreciation shall be calculated on a straight line basis
29 assuming a 40 year life of the street improvements. The depreciated value of John and Thirteenth
30 Streets is calculated at \$22,900.00
- 31
- 32 3. The petitioner shall be responsible for all costs associated with the removal of the existing street
33 lighting system and traffic signs within the vacated streets.
- 34
- 35

ENTERED IN TRANSFER RECORDS
2/7 02
DIRECTOR, PROPERTY TAXATION
Ramsey County, Minnesota
[Signature]

ORIGINAL

00-904

- 1 4. That full width permanent utility easements shall be retained on, over, under, and across the
2 vacated streets and alley, on behalf of the City of Saint Paul, Department of Public Works, to
3 reserve the right of the City to maintain and operate any sewer in or upon said easement, and to
4 enter upon said easement at any time, for the purpose of future construction, reconstruction,
5 inspection, maintenance or repair of the same, and subject to the following restrictions:
6
- 7 a. No buildings, structures, or trees are permitted within the easement area nor any temporary
8 structure, material storage, fixture, or other objects that will prohibit normal access to utility
9 facilities for maintenance purposes.
10
- 11 b. Improvements in or upon the above described easement that do not prohibit the City from
12 exercising its reserved rights may be allowed by obtaining written permission from the
13 Department of Public Works Sewer Division with the understanding that the restoration and
14 costs of such improvements shall be the sole responsibility of the petitioner, its successors
15 and assigns in the event the City exercises its reserved easement rights.
16
- 17 c. No change from the existing grade is permitted within the easement area without the
18 written permission from the Department of Public Work Sewer Division.
19
- 20 d. No change in surfacing within the easement area is permitted without the written
21 permission from the Department of Public Works Sewer Division.
22
- 23 e. That the petitioner, its successors and assigns shall indemnify, defend, and save harmless
24 the City of Saint Paul, its officers, agents, employees, and servants from all suits,
25 actions, or claims which shall arise from any injuries or damages received or sustained by
26 any break in any service pipe or connection in said reserved easement arising out of or
27 resulting from any action or negligence of the petitioner, its employees, agents, or
28 business invitees.
29
- 30
- 31
- 32
- 33 5. The petitioner shall dedicate additional right-of-way for a cul-de-sac at the east end of
34 remaining Thirteenth Street and construct said cul-de-sac, all to the satisfaction of the
35 Department of Public Works, Street Engineering.
36
- 37
- 38 6. The petitioner shall be responsible for the reconstruction of the south side of University Avenue
39 across John Street, which will be necessary to properly eliminate the appearance of a public
40 thoroughfare, including but not limited to, costs for new curbs, sidewalks, boulevards, storm
41 drains, and signs, all to the satisfaction of the Department of Public Works.
42
- 43
- 44 7. That a permanent utility easement shall be retained within the vacated area on behalf of the
45 City of Saint Paul, Board of Water Commissioners subject to the following restrictions:
46

ORIGINAL

00-904

- 1 a. No buildings, structures, or trees are permitted within the easement area, or any temporary
2 structure, material storage, fixture, or other object that may prohibit normal access to water
3 facilities for maintenance purposes without the written permission from SPRWS.
4
- 5 b. No change from the existing or change in surfacing within the easement area is permitted
6 without written permission from the SPRWS.
7
- 8
- 9 c. Should it be necessary that the petitioner's works or improvements be removed or damaged
10 as a result of SPRW's operations, all removal, replacement, or modification costs shall be
11 borne by the petitioner.
12
- 13 d. That the petitioner, its successors and assigns shall fully indemnify, defend and save
14 harmless the Board of Water Commissioners, its officers, agents, employees, and
15 servants from all suits, action or claims which shall arise from any injuries or damages
16 received or sustained by any break in any service pipe, water main, or connection in said
17 reserved easement, arising out of or resulting from any action or negligence of the
18 petitioner, its employees, agents or business invitee.
19
- 20 8. That a permanent utility easement shall be retained within the vacated area to protect the
21 interest of Northern States Power Company-Electric Distribution.
22
- 23
- 24 9. That a permanent utility easement shall be retained within the following described vacated area
25 to protect the interest of Northern States Power Company-Gas Distribution:
26
- 27 John Street from the south line of University Avenue to the south line of Thirteenth
28 Street.
29
- 30 10. That a permanent utility easement shall be retained within the following described vacated area
31 to protect the interest of Qwest, Corporation. :
32
- 33 John Street from the south line of University Avenue to the south line of Thirteenth
34 Street.
35
- 36
- 37 11. That a permanent utility easement shall be retained within the vacated area to protect the
38 interest of MediaOne, Inc.
39
- 40 12. That a permanent utility easement shall be retained within the vacated area to protect the
41 interest of MCI Metro Incorporated.
42
- 43 13. The Department of Fire and Safety's access must be maintained to the current conditions to all
44 existing buildings.
45

ORIGINAL

05-904

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

14. That, with the accompanying Utility Easement Certificates of Intended Non-Use, filed voluntarily on behalf of District Energy St. Paul, made a part hereof by this reference and filed in the office of the City Clerk of Saint Paul, the City, for itself and on behalf of these corporations and departments, waives the right to the utility easements in the vacated area described above.

15. That the petitioners, their 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 petitioners' use of this property, including but not limited to, a claim brought because of any act of omission, neglect, or misconduct of said petitioners 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 petitioners or any of their agents or employees.

16. That the petitioners, their successors and assigns shall, within 60 days of the effective date of this resolution, file with the City Clerk an acceptance in writing of the conditions of this resolution and shall, within the period(s) specified in the terms and conditions of this resolution, comply in all respects with these terms and conditions.

	Yeas	Nays	Absent
Benanav	✓		
Blakey	✓		
Bostrom	✓		
Coleman	✓		
Harris	✓		
Lantry	✓		
Reiter			✓
	6	0	1

Requested by Department of:
Technology & Management Services

By: Peter Hornes
Director

Form Approved by City Attorney
By: John Warner 8-14-00

Adopted by Council: Date Feb. 21, 2001

Adoption Certified by Council Secretary

By: [Signature]

Approved by Mayor: Date March 1, 2001

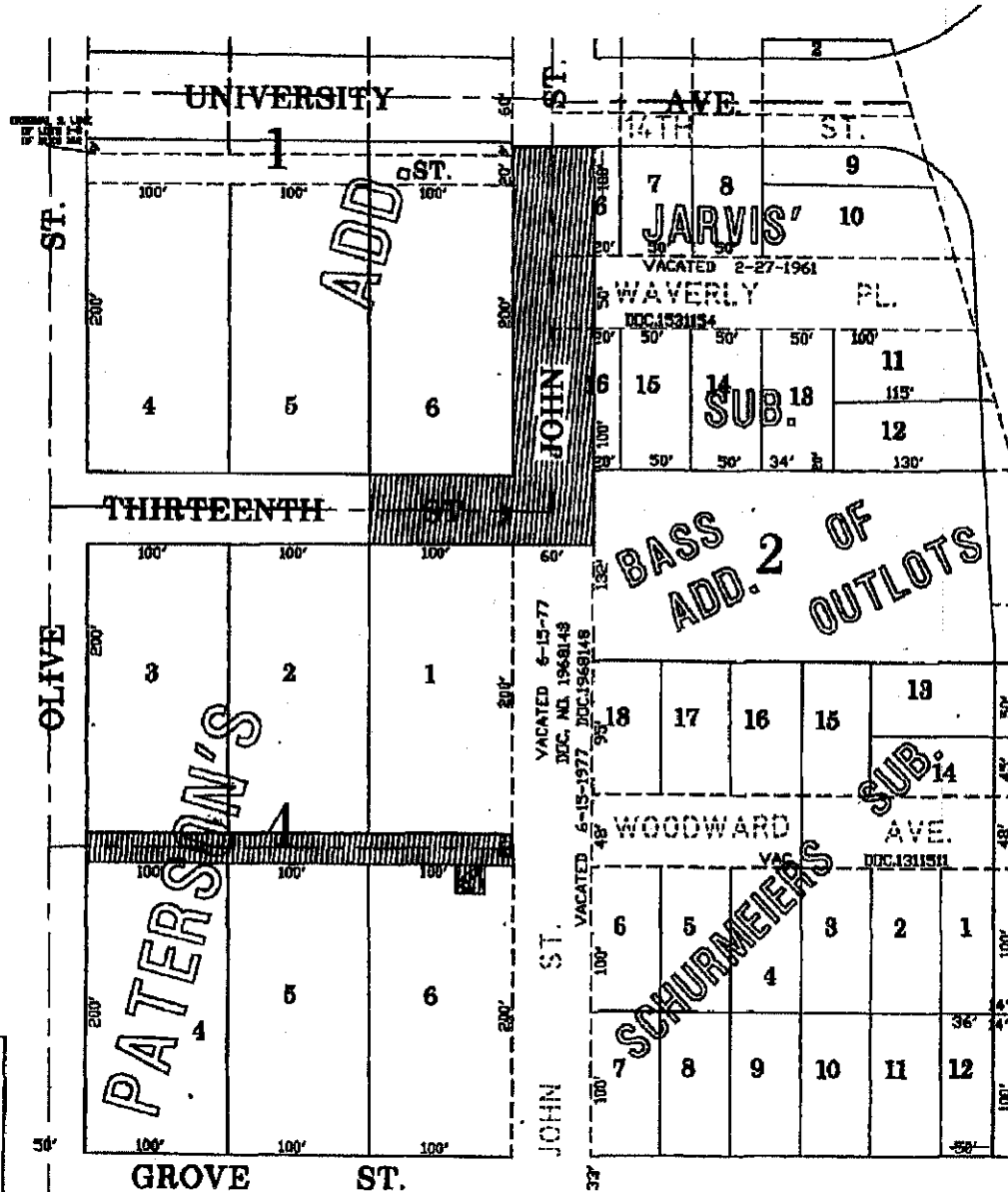
By: [Signature]

Approved by Mayor for Submission to Council

By: [Signature]

**JOHN ST., 13TH ST.,
and Alley in Block 4,
PATERSON'S ADD.
VACATION**

DR 4 No. 3138



**JOHN STREET
13TH STREET
and Alley in Block 4,
PATERSON'S ADD.
VACATION**

City of St. Paul
Dept. of Public Works
April 6, 2001

LAMP 1 1000000000



Scale 1" = 100'

CF #00-904
February 21, 2001


VACATION

TV - Mapping

Reply to Vacation Inquiry File #11-2010 13th Street	To: Bruce Engelbrekt	From: Your Name
	City of Saint Paul OFS--Real Estate	Company/Department
	Phone # 651-266-8854	Phone #
	Fax # 651-266-8855	Fax #

Description of public right-of way proposed to be vacated:

13th Street East between the East line of Olive Street and a line 100 feet westerly of and parallel with the West right-of-way line of vacated John Street.

This section to be completed ONLY by City Depts

- We have no objections to this vacation and to the subsequent disposal of adjoining city property and conveyance of same to the Saint Paul Port Authority per City Council authorization
- We have no objections to the vacation and subsequent disposal of adjoining city property, subject to conditions stated below
- We object to the vacation and/or subsequent disposal of adjoining city property for the reasons stated below

Conditions/Reasons: The standard Board of Water Commissioners easement, whose conditions are described in the attached February 8, 2002 Standard Easement Provisions, shall be retained over all portions of the vacated area.

This section to be completed ONLY by Utilities

- We do NOT have facilities in the proposed vacated area, and we therefore RELEASE our utility easement rights, subject to any conditions or exceptions stated below
- We do NOT have facilities in the proposed vacated area, but we wish to RETAIN our easement rights, subject to any conditions or exceptions stated below
- We DO have facilities in the proposed vacated area, and we therefore RETAIN our easement rights, subject to any conditions or exceptions stated below

Conditions/Exceptions:

Duly authorized representative:

William L. Tschida, Unit Supervisor

Print Name / Title

William L. Tschida

Signature

Saint Paul Regional Water Services

Company Name

1/13/11

Date

Standard Easement Provisions Board of Water Commissioners

Revision date: February 8, 2002

That a permanent utility easement shall be retained on, over, under and across the vacated area on behalf of the Board of Water Commissioners of the City of Saint Paul to reserve the right of the Board to maintain and operate any water facility in or upon said easement and to enter upon said easement, or any portion thereof, at any time and from time to time, for the purposes of future construction, reconstruction, inspection, maintenance or repair of the same, or any part thereof. Said utility easement shall be subject to the following requirements:

- a. No buildings, structures, trees or any temporary structure, material storage, fixture, or any other objects which may prohibit normal access to water facilities for maintenance purposes will be permitted within the easement area.
- b. Improvements in or upon the above described easement that do not prohibit the Board from exercising its reserved rights may be allowed by obtaining written permission from Saint Paul Regional Water Services with the understanding that the restoration and costs of such improvements shall be the sole responsibility of the petitioner, its successors and assigns in the event the Board exercises its reserved easement rights.
- c. Should it be necessary that the petitioner's works or improvements be removed or damaged as a result of Saint Paul Regional Water Services operations, all removal, replacement or modification costs shall be borne solely by the petitioner.
- d. No change from the existing grade within the easement area shall be permitted without written permission from Saint Paul Regional Water Services.
- e. No change in surfacing within the easement area shall be permitted without written permission from Saint Paul Regional Water Services.
- f. The petitioner, its successors and assigns shall fully indemnify, defend, and save harmless the Board of Water Commissioners of the City of Saint Paul, its officers, agents, employees, and servants from all suits, actions or claims which shall arise from any injuries or damages received or sustained by any break in any service pipe, water main, or connection in said reserved easement, arising out of or resulting from any action or negligence of the petitioner, its employees, agents or, business invitees.

Reply to Vacation Inquiry File #11-2010 13th Street	To: Bruce Engelbrekt	From: David L. Urke, P.E.
	City of Saint Paul OFS--Real Estate	Company/Department District Energy St. Paul, Inc.
	Phone # 651-266-8854	Phone # 651-297-8955
	Fax # 651-266-8855	Fax # 651-925-8194

Description of public right-of way proposed to be vacated:

13th Street East between the East line of Olive Street and a line 100 feet westerly of and parallel with the West right-of-way line of vacated John Street.

This section to be completed ONLY by City Depts

- We have no objections to this vacation and to the subsequent disposal of adjoining city property and conveyance of same to the Saint Paul Port Authority per City Council authorization
- We have no objections to the vacation and subsequent disposal of adjoining city property, subject to conditions stated below
- We object to the vacation and/or subsequent disposal of adjoining city property for the reasons stated below

Conditions/Reasons:

This section to be completed ONLY by Utilities

- We do NOT have facilities in the proposed vacated area, and we therefore RELEASE our utility easement rights, subject to any conditions or exceptions stated below
- We do NOT have facilities in the proposed vacated area, but we wish to RETAIN our easement rights, subject to any conditions or exceptions stated below
- We DO have facilities in the proposed vacated area, and we therefore RETAIN our easement rights, subject to any conditions or exceptions stated below

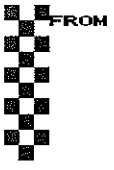
Conditions/Exceptions:

District Energy St. Paul, Inc. and District Cooling St. Paul, Inc. must retain easements and rights within both vacated right-of-way areas. We will approve this street vacation, within the areas defined, provided that cost reimbursement is agreed to for any required utility relocation or special provisions and subject to the following conditions:

- 1) District Cooling St. Paul, Inc. has and shall be permitted to maintain direct buried cooling facilities within the areas defined for street vacation. District Energy St. Paul, Inc. expects to install and maintain direct buried heating facilities within the areas defined for street vacation in 2011.
- 2) A utility easement, subsurface, surface and overhead within the entire defined areas shall be retained in the right-of-way for the benefit of District Energy St. Paul, Inc. and District Cooling St. Paul, Inc. to maintain, inspect, repair, construct or reconstruct the existing heating utility or any new facilities related to the heating and cooling piping and/or heating and cooling equipment or any part thereof and to enter upon said easement or any portion at any time and from time to time.
- 3) If a utility relocation or special provisions are required on existing heating utility or any new facilities, it shall only be completed by District Energy St. Paul, Inc. or District Cooling St. Paul, Inc., its agents and its designated contractors. Full and complete cost reimbursement is required for any required relocation or special provisions of the piping in the areas or adjacent to the street vacation.
- 4) The future direct buried heating facilities and the direct buried cooling facilities within the street vacation areas and the areas defined for utility easement purposes will be used to serve the various buildings. District Energy St. Paul, Inc. and District Cooling St. Paul, Inc. shall be permitted to install the necessary heating and cooling facilities within the subsurface area within the street vacation area.
- 5) In extending any new heating and cooling facilities, consideration and coordination will be granted to District Energy St. Paul, Inc. and District Cooling St. Paul, Inc. for routing these facilities in the right-of-way area within the areas defined for street vacation.

Duly authorized rep.: David L. Urke, P.E / Project Manager District Energy St. Paul, Inc.

David L. Urke 01/31/2011
Signature Date



Reply to Vacation Inquiry File #11-2010 13th Street	To: Bruce Engelbrekt	From: Your Name TOM FRANKFURTH
	City of Saint Paul OFS--Real Estate	Company/Department QWEST / ENG
	Phone # 651-266-8854	Phone # 651-714-7520
	Fax # 651-266-8855	Fax # 651-730-1385

Description of public right-of way proposed to be vacated:

13th Street East between the East line of Olive Street and a line 100 feet westerly of and parallel with the West right-of-way line of vacated John Street.

This section to be completed ONLY by City Depts

- We have no objections to this vacation and to the subsequent disposal of adjoining city property and conveyance of same to the Saint Paul Port Authority per City Council authorization
- We have no objections to the vacation and subsequent disposal of adjoining city property, subject to conditions stated below
- We object to the vacation and/or subsequent disposal of adjoining city property for the reasons stated below

Conditions/Reasons: **QWEST MAINTAINS OF BURIED CABLE UNDER SIDEWALK OF THE PROPOSE VACATION (SOUTH SIDE) + IF THIS NEEDS TO BE RELECTED IT WOULD BE AT THE EXPENSE OF RETNER**

This section to be completed ONLY by Utilities

- We do NOT have facilities in the proposed vacated area, and we therefore RELEASE our utility easement rights, subject to any conditions or exceptions stated below
- We do NOT have facilities in the proposed vacated area, but we wish to RETAIN our easement rights, subject to any conditions or exceptions stated below
- We DO have facilities in the proposed vacated area, and we therefore RETAIN our easement rights, subject to any conditions or exceptions stated below

Conditions/Exceptions:

Duly authorized representative:

Tom Frankfurth / FIELD ENG QWEST
 Print Name / Title Company Name

Tom Frankfurth 1-13-11
 Signature Date

Reply to Vacation Inquiry File #11-2010 13th Street	To: Bruce Engelbrekt	From: Your Name
	City of Saint Paul OFS--Real Estate	Company/Department
	Phone # 651-266-8854	Phone #
	Fax # 651-266-8855	Fax #

Description of public right-of way proposed to be vacated:

13th Street East between the East line of Olive Street and a line 100 feet westerly of and parallel with the West right-of-way line of vacated John Street.

This section to be completed ONLY by City Depts

- We have no objections to this vacation and to the subsequent disposal of adjoining city property and conveyance of same to the Saint Paul Port Authority per City Council authorization
- We have no objections to the vacation and subsequent disposal of adjoining city property, subject to conditions stated below
- We object to the vacation and/or subsequent disposal of adjoining city property for the reasons stated below

Conditions/Reasons: Access to the 911 Center garage from 13th street needs to be maintained for police department specialty vehicles.

This section to be completed ONLY by Utilities

- We do NOT have facilities in the proposed vacated area, and we therefore RELEASE our utility easement rights, subject to any conditions or exceptions stated below
- We do NOT have facilities in the proposed vacated area, but we wish to RETAIN our easement rights, subject to any conditions or exceptions stated below
- We DO have facilities in the proposed vacated area, and we therefore RETAIN our easement rights, subject to any conditions or exceptions stated below

Conditions/Exceptions:

Duly authorized representative:

David Mathison, Senior Commander
Print Name / Title

St. Paul Police Department
Company Name

Signature

January 27, 2011
Date

Reply to Vacation Inquiry File #11-2010 13th Street	To: Bruce Engelbrekt	From: Colleen Paavola
	City of Saint Paul OFS--Real Estate	City of Saint Paul Public Works
	Phone # 651-266-8854	Phone # 651-266-6104
	Fax # 651-266-8855	Fax #

Description of public right-of way proposed to be vacated:

13th Street East between the East line of Olive Street and a line 100 feet westerly of and parallel with the West right-of-way line of vacated John Street.

This section to be completed ONLY by City Depts

- We have no objections to this vacation and to the subsequent disposal of adjoining city property and conveyance of same to the Saint Paul Port Authority per City Council authorization
- We have no objections to the vacation and subsequent disposal of adjoining city property, subject to conditions stated below
- We object to the vacation and/or subsequent disposal of adjoining city property for the reasons stated below

Conditions/Reasons:

This section to be completed ONLY by Utilities

- We do NOT have facilities in the proposed vacated area, and we therefore RELEASE our utility easement rights, subject to any conditions or exceptions stated below
- We do NOT have facilities in the proposed vacated area, but we wish to RETAIN our easement rights, subject to any conditions or exceptions stated below
- We DO have facilities in the proposed vacated area, and we therefore RETAIN our easement rights, subject to any conditions or exceptions stated below

Conditions/Exceptions:

Duly authorized representative:

Colleen Paavola / PW TECH III

Print Name / Title

Colleen Paavola

Signature

City of St. Paul - Public Works

Company Name

1/31/11

Date

Reply to Vacation Inquiry File #11-2010 13th Street	To: Bruce Engelbrekt	From: Your Name
	City of Saint Paul OFS--Real Estate	Company/Department
	Phone # 651-266-8854	Phone #
	Fax # 651-266-8855	Fax #

Description of public right-of way proposed to be vacated:

13th Street East between the East line of Olive Street and a line 100 feet westerly of and parallel with the West right-of-way line of vacated John Street.

This section to be completed ONLY by City Depts

- We have no objections to this vacation and to the subsequent disposal of adjoining city property and conveyance of same to the Saint Paul Port Authority per City Council authorization
- We have no objections to the vacation and subsequent disposal of adjoining city property, subject to conditions stated below
- We object to the vacation and/or subsequent disposal of adjoining city property for the reasons stated below

Conditions/Reasons:

This section to be completed ONLY by Utilities

- We do NOT have facilities in the proposed vacated area, and we therefore RELEASE our utility easement rights, subject to any conditions or exceptions stated below
- We do NOT have facilities in the proposed vacated area, but we wish to RETAIN our easement rights, subject to any conditions or exceptions stated below
- We DO have facilities in the proposed vacated area, and we therefore RETAIN our easement rights, subject to any conditions or exceptions stated below

Conditions/Exceptions:


Duly authorized representative:

Chris Berglund / Siting & Land Rights

Print Name / Title

Xcel Energy

Company Name



Signature

1/13/11

Date

From: "Berglund, Christopher D" <Christopher.D.Berglund@xcelenergy.com>
To: 'Bruce Engelbrekt' <Bruce.Engelbrekt@ci.stpaul.mn.us>
Date: 1/14/2011 8:51 AM
Subject: RE: Vacation File #11-2010 13th St

Yes it does.

—Original Message—

From: Bruce Engelbrekt [mailto:Bruce.Engelbrekt@ci.stpaul.mn.us]
Sent: Friday, January 14, 2011 7:02 AM
To: Berglund, Christopher D
Subject: Re: Vacation File #11-2010 13th St

Thank you, Chris. Does your response cover both Gas and Electric?

>>> "Berglund, Christopher D" <Christopher.D.Berglund@xcelenergy.com> 01/13/11 3:51 PM >>>
Bruce,

Attached is Xcel's response to your vacation request. We have no facilities in the area and therefore release our utility easement rights. Feel free to contact me if you have any questions.

Thanks.

Chris Berglund
Siting & Land Rights
Xcel Energy | Responsible By Nature
414 Nicollet Mall, MP-8A, Minneapolis, MN 55401
P: 612.330.6471 F: 612.330.6590
E: christopher.d.berglund@xcelenergy.com<mailto:christopher.d.berglund@xcelenergy.com>



OSP National Support /
Investigations
2400 North Glenville
Richardson, TX 75082

MCI Communications Services, Inc.

03/29/2011

**CITY OF SAINT PAUL
Bruce Engelbrekt
25 W. Fourth Street, Room 1000
Saint Paul, MN 55102**

**RE: VACATION FILE #11-2010 – EASEMENT VACATION REQUEST
– 13TH STREET E. BETWEEN OLIVE STREET AND N. JOHN STREET –
St. Paul, Ramsey, Minnesota**

Verizon Business ID: 1716-2011

Dear Sir or Madam:

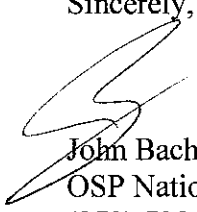
MCI has been notified by your office regarding the above referenced project.

For your records, in reviewing the area in question, it has been determined that MCI does not have facilities within your project area.

You should address correspondence concerning any future projects to the attention of **OSP National Support/Investigations** at the above address.

If you need further assistance with this project, please do not hesitate to call.

Sincerely,



John Bachelder
OSP National Support / Investigations
(972) 729-6016

Reply to Vacation Inquiry File #11-2010 13th Street	To: Bruce Engelbrekt	From: Scott Ruppert
	City of Saint Paul OFS--Real Estate	Comcast
	Phone # 651-266-8854	Phone # (651) 493- 5127
	Fax # 651-266-8855	Fax # (651) 493- 5116

Description of public right-of way proposed to be vacated:

13th Street East between the East line of Olive Street and a line 100 feet westerly of and parallel with the West right-of-way line of vacated John Street.

This section to be completed ONLY by City Depts

- We have no objections to this vacation and to the subsequent disposal of adjoining city property and conveyance of same to the Saint Paul Port Authority per City Council authorization
- We have no objections to the vacation and subsequent disposal of adjoining city property, subject to conditions stated below
- We object to the vacation and/or subsequent disposal of adjoining city property for the reasons stated below

Conditions/Reasons:

This section to be completed ONLY by Utilities

- We do NOT have facilities in the proposed vacated area, and we therefore RELEASE our utility easement rights, subject to any conditions or exceptions stated below
- We do NOT have facilities in the proposed vacated area, but we wish to RETAIN our easement rights, subject to any conditions or exceptions stated below
- We DO have facilities in the proposed vacated area, and we therefore RETAIN our easement rights, subject to any conditions or exceptions stated below

Conditions/Exceptions:

Duly authorized representative:

Duane Carlson / Construction Manager

Print Name / Title



Signature

Comcast

Company Name

01/18/2010

Date

Reply to Vacation Inquiry File #11-2010 13th Street	To: Bruce Engelbrekt	From: Your Name Jody Martinez
	City of Saint Paul OFS--Real Estate	Company/Department Parks and Recreation
	Phone # 651-266-8854	Phone # 266-6424
	Fax # 651-266-8855	Fax #

Description of public right-of way proposed to be vacated:

13th Street East between the East line of Olive Street and a line 100 feet westerly of and parallel with the West right-of-way line of vacated John Street.

This section to be completed ONLY by City Depts

- We have no objections to this vacation and to the subsequent disposal of adjoining city property and conveyance of same to the Saint Paul Port Authority per City Council authorization
- We have no objections to the vacation and subsequent disposal of adjoining city property, subject to conditions stated below
- We object to the vacation and/or subsequent disposal of adjoining city property for the reasons stated below

Conditions/Reasons:

This section to be completed ONLY by Utilities

- We do NOT have facilities in the proposed vacated area, and we therefore RELEASE our utility easement rights, subject to any conditions or exceptions stated below
- We do NOT have facilities in the proposed vacated area, but we wish to RETAIN our easement rights, subject to any conditions or exceptions stated below
- We DO have facilities in the proposed vacated area, and we therefore RETAIN our easement rights, subject to any conditions or exceptions stated below

Conditions/Exceptions:

Duly authorized representative:

Jody Martinez

City of St. Paul, Parks and Recreation

Print Name / Title

Jody Martinez

Company Name

1/12/11

Signature

Date

Reply to Vacation Inquiry File #11-2010 13th Street	To: Bruce Engelbrekt	From: Your Name
	City of Saint Paul OFS-Real Estate	Company/Department
	Phone # 651-266-8854	Phone #
	Fax # 651-266-8855	Fax #

Description of public right-of way proposed to be vacated:

13th Street East between the East line of Olive Street and a line 100 feet westerly of and parallel with the West right-of-way line of vacated John Street.

This section to be completed ONLY by City Depts

- We have no objections to this vacation and to the subsequent disposal of adjoining city property and conveyance of same to the Saint Paul Port Authority per City Council authorization
- We have no objections to the vacation and subsequent disposal of adjoining city property, subject to conditions stated below
- We object to the vacation and/or subsequent disposal of adjoining city property for the reasons stated below

Conditions/Reasons:

This section to be completed ONLY by Utilities

- We do NOT have facilities in the proposed vacated area, and we therefore RELEASE our utility easement rights, subject to any conditions or exceptions stated below
- We do NOT have facilities in the proposed vacated area, but we wish to RETAIN our easement rights, subject to any conditions or exceptions stated below
- We DO have facilities in the proposed vacated area, and we therefore RETAIN our easement rights, subject to any conditions or exceptions stated below

Conditions/Exceptions:

Duly authorized representative:

Lee Williamson Facilities Mgr. St. Paul Public Library

Print Name / Title

Company Name

Lee Williamson

1-13-2011

Signature

Date

Bruce Engelbrekt - Re: ROW Vacation Request - City File No. 11-2010

From: Tom Beach
To: Engelbrekt, Bruce
Date: Thursday, January 13, 2011 8:38 AM
Subject: Re: ROW Vacation Request - City File No. 11-2010

I have no objections to the proposed vacation.

Tom Beach
DSI
375 Jackson Street
Suite 220
Saint Paul, MN 55101-1806

651-266-9086 (phone)
651-266-9124 (fax)
tom.beach@ci.stpaul.mn.us (email)

>>> Bruce Engelbrekt 1/12/2011 1:46 PM >>>
To Public Utilities & City Departments:

Attached are a **Reply to Vacation Inquiry** form, **Map of General Area** and **Survey Drawing** related to a petition by Ramsey County to vacate a portion of 13th Street between Olive Street and vacated John Street in Saint Paul. The purpose of the vacation is to facilitate development of an abutting County property immediately north of the proposed vacation area for the new East Metro Behavioral Health Crisis Center.

Please review this request and return the completed Inquiry Reply Form to me via email or US mail at your earliest convenience. **I would appreciate receiving your reply by Friday, January 21st.**

Please let me know if you have any questions or concerns. Feel free to reply by email or call me at 651-266-8854. Thanks.

Bruce

Bruce Engelbrekt
Real Estate Manager
City of Saint Paul
Financial Services - Real Estate
25 W. 4th St., Rm. 1000
Saint Paul, MN 55102
651-266-8854 (voice direct)
651-266-8855 (fax)
bruce.engelbrekt@ci.stpaul.mn.us