



## Legislation Details (With Text)

**File #:** RES PH 11- 1060      **Version:** 1

**Type:** Resolution-Public Hearing      **Status:** Passed  
**In control:** City Council  
**Final action:** 9/21/2011

**Title:** Approving the petition of the Housing and Redevelopment Authority to vacate portions of Mercer Way and Madson Street.

**Sponsors:** Dave Thune

**Indexes:**

**Code sections:**

**Attachments:** 1. Exhibit A

Date	Ver.	Action By	Action	Result
9/27/2011	1	Mayor's Office	Signed	
9/21/2011	1	City Council	Adopted	Pass

Approving the petition of the Housing and Redevelopment Authority to vacate portions of Mercer Way and Madson Street.

BE IT RESOLVED, that upon the petition of the Housing and Redevelopment Authority of the City of Saint Paul ("Petitioner"), as documented in Office of Financial Services Vacation File Number 08-2011, the public property described as:

That part of Mercer Way which lies southwesterly of the Southeasterly extension of the Northeast Line of Lot 2, Block 7, Victoria Park

and

That part of Madson Street which lies southeasterly of the Southwesterly extension of the Northwest Line of Lot 2, Block 6, Victoria Park

and depicted in Exhibit A attached hereto is hereby vacated and discontinued as public property and, subject to the following conditions, the easements within said public property are hereby released:

1. The existing city sewer pipe in Madson Street must be redesignated as a private sewer, and ownership and maintenance responsibility must be transferred to the property owner.
2. This vacation shall be subject to the terms and conditions of Chapter 130, codified March 1, 1981, of the Saint Paul Legislative Code as amended.
3. The Petitioner, its successors and assigns shall pay \$600.00 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.
4. The Petitioner, 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.

5. The Petitioner, its successors and assigns agrees 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.

None