



Legislation Details (With Text)

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**In control:** Housing & Redevelopment Authority

**Final action:**

**Title:** Resolution approving and authorizing the execution of an easement agreement with Central Towers Limited Partnership at 475 Cedar Street, District 17, Ward 2

**Sponsors:** Rebecca Noecker

**Indexes:**

**Code sections:**

**Attachments:** 1. Board Report, 2. Map, 3. Easement Agreement, 4. D17 Downtown Neighborhood Profile

Date	Ver.	Action By	Action	Result
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Resolution approving and authorizing the execution of an easement agreement with Central Towers Limited Partnership at 475 Cedar Street, District 17, Ward 2

WHEREAS, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (“HRA”) is a public body corporate and politic organized, existing, and operating under the laws of the State of Minnesota, Minn. Stat. Sec. 469.001, et seq. (the “Act”); and

WHEREAS, the HRA has the power to engage in development and redevelopment activities under the Act, and is authorized to create redevelopment projects as defined in the Act, and said activities include but are not limited to: (a) providing adequate, safe and sanitary dwellings, remedying housing shortages for low and moderate income residents, and providing housing for persons of all incomes through housing projects and development, (b) removing and preventing blight or deterioration, (c) bringing substandard buildings and improvements into compliance with public standards, (d) performing duties according to the comprehensive plan, (e) disposing of land for private redevelopment, and (f) improving the tax base and the financial stability of the community; and

WHEREAS, the HRA owns property at 475 Cedar Street, commonly known as the World Trade Center parking ramp, situated between Wabasha Street to the west, Cedar Street to the east, Seventh Street to the south, and includes a portion of an alley way to the north (the “HRA Parcel”); and

WHEREAS, Central Towers Limited Partnership (“Central Towers”) owns and operates Presbyterian Homes located at 20 Exchange Street E. (the “Central Towers Parcel”) which abuts a portion of the northerly boundary line of the HRA Parcel; and

WHEREAS, when the HRA constructed the World Trade Center parking ramp in the 1980s, the HRA Parcel lot lines included the alley access driveway to and from Wabasha Street and to and from a portion of Cedar Street essentially blocking some of the access to the Central Towers Parcel loading docks and back of building; and

WHEREAS, Central Towers approached staff after receiving title work on the Central Towers Parcel identifying a lack of access rights to the rear of its building; and

WHEREAS, after conducting research regarding the request made by Central Towers, staff located an

easement agreement dated December 12, 1997, whereby Central Towers granted to the HRA an easement for the permanent overhang of the HRA Parcel onto the Central Towers Parcel resulting from the construction of an addition to the World Trade Center parking ramp on the HRA Parcel; and

WHEREAS, in exchange for the grant of that permanent easement, the HRA agreed to provide screening on the back of the World Trade Center parking ramp as well as granted parking rights to Central Towers allowing 12 non-assigned parking spaces for a term of 20 years in the completed ramp; and

WHEREAS, the HRA also agreed to continuously allow Central Towers truck access and loading dock access to the back of the Central Towers building during construction activities as part of that 1997 easement agreement; and

WHEREAS, because construction activities on the World Trade Center parking ramp were completed over 20 years ago, the term of the parking rights has now expired, and Central Towers has requested access, the HRA intends to put of record the following rights granted to Central Towers and its successors:

a. To use a portion of the HRA Parcel at Wabasha Street for ingress and egress access to the Central Towers Parcel (the Access Easement); and

b. To use a portion of the HRA Parcel for in-line vehicular parking of up to six vehicles for use in connection with the Central Towers Parcel including signage upon the exterior of the World Trade Center parking ramp for the purpose of identifying the in-line parking stalls which said signage shall be at Central Towers' sole cost and expense for installation, maintenance, and replacement (the In-Line Parking Easement); and

c. Renewed and reduced parking rights allowing for six non-assigned parking spaces at no cost in the World Trade Center parking ramp for a new term of 20 years, subject to the rules of the ramp operator and the HRA (the Parking Rights); and

WHEREAS, in return, the HRA has requested a reciprocal access easement (the Reciprocal Easement) to allow the passage of vehicles and pedestrians over and through a portion of the Central Towers Parcel as well as certain maintenance obligations from Central Towers of the easement areas; and

WHEREAS, Central Towers, at its expense, will be required to maintain the areas within the In-Line Parking Easement and Reciprocal Easement; and

WHEREAS, maintenance of the Access Easement being granted to Central Towers is already the obligation of Minnesota Public Radio ("MPR") pursuant to a 2019 easement agreement between the HRA and MPR, however, should that 2019 easement agreement with MPR be terminated, Central Towers, at its expense, shall be responsible for the maintenance of the Access Easement; and

WHEREAS, staff together with the City Attorney's Office have prepared an Easement Agreement between the HRA and Central Towers providing the obligations and responsibilities of each party which is being submitted to the HRA for consideration; and

WHEREAS, due to the mutual easements being granted, Central Towers agrees to indemnify the HRA for Central Towers' acts and use of the HRA Parcel and the HRA agrees to indemnify Central Towers for the HRA's acts and use of the Central Towers Parcel; and

WHEREAS, staff recommends approval of the easement with the mutual indemnification obligations because of the reciprocal nature of the access easement; and

WHEREAS, by this resolution, the HRA finds a public purposes for the actions taken by the HRA in this

Resolution; now, therefore, be it

RESOLVED by the Board of Commissioners of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota:

1. that the HRA hereby approves and authorizes the execution of the Easement Agreement with indemnification language between the HRA and Central Towers Limited Partnership for the Access Easement, In-Line Parking Easement, Reciprocal Easement, and Parking Rights on the HRA Parcel at 475 Cedar Street.
2. that the HRA hereby approves and authorizes staff, under the direction of the Executive Director, to take all actions necessary to carry out the activities authorized by this Resolution, including finalizing all documents and agreements necessary to effectuate the activities to be undertaken by this Resolution, subject to approval by the City Attorney's Office.
3. subject to approval by the City Attorney's Office and pursuant to applicable ordinances and bylaws, the only signature that shall be required on documents in connection with this Resolution is that of the Executive Director who is hereby approved and authorized to execute all said documents and instruments, which shall be sufficient to bind the HRA to any legal obligations therein.
4. that this Resolution does not constitute a binding legal agreement; rather, the action taken herein shall not be effective until said documents are executed by the appropriate official(s) of the HRA.