



Legislation Text

File #: RES PH 14-161, **Version:** 1

Approving the petition of the Saint Paul Academy (SPA) to vacate parts of Wheeler Street, Juno Avenue, and an adjacent alley abutting SPA-owned property at 1712 Randolph Avenue.

BE IT RESOLVED, that upon the petition of the Saint Paul Academy ("Petitioner"), as documented in Office of Financial Services Vacation File Number 08-2014, the public property described and depicted in Exhibit A is hereby vacated and discontinued as public property, subject to the following conditions:

1. An easement shall be retained on, over, under and across a 30-foot wide section of Wheeler Street centered on the exiting sewer and a 30-foot wide section of Juno Avenue centered on the existing sewer on behalf of the City of Saint Paul, Department of Public Works. Said 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 utility 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 City from exercising its reserved rights may be allowed by obtaining written permission from the Department of Public Works Sewer Division with the understanding that the restoration and costs of such improvements shall be the sole responsibility of the Petitioner, its successors and assigns.

c. Should it be necessary that the Petitioner's works or improvements be removed or damaged as a result of the Department of Public Works 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 the Department of Public Works Sewer Division.

e. No change in surfacing within the easement areas shall be permitted without written permission from Department of Public Works Sewer Division.

f. Petitioner, its successors and assigns shall fully indemnify, defend, and save harmless 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 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.

g. Petitioner shall pay all costs for the removal and changing of street signs in the public right-of-way. Petitioner shall be responsible for modifications to the proposed vacated streets and alley to eliminate the appearance of public right-of-way, as identified in Petitioner's approved site plan. This may include, but not be limited to, reconstruction and/or construction of new storm sewer structures, curb, gutter and boulevard to the satisfaction of the City of Saint Paul Department of Public Works. Petitioner shall be responsible for all maintenance within the proposed vacation area, including snow removal from the roadway and sidewalks.

2. An easement shall be retained on, over, under and across Juno Avenue for existing water facilities 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 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 utility 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 the 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 areas shall be permitted without written permission from Saint Paul Regional Water Services.

f. 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.

3. An easement shall be retained on behalf of Northern States Power, d/b/a Xcel Energy (Electric), for existing facilities in Juno Avenue and Wheeler Street. If relocation of the facilities is required by the Petitioner for or arising from the vacation, the Petitioner, its successors or assigns, shall assume all costs of relocation of said facilities.

4. An easement shall be retained on behalf of Northern States Power, d/b/a Xcel Energy (Gas), for existing facilities within Juno Avenue and Wheeler Street. If relocation of the facilities is required by the Petitioner for or arising from this vacation, the Petitioner, its successors or assigns, shall assume all costs of relocation of said facilities.

5. An easement shall be retained on behalf of CenturyLink for existing facilities within all vacation areas: Juno Avenue, Wheeler Street, the east-west alley. If relocation of the facilities is required by the Petitioner for or arising from the street vacation, the Petitioner, its successors or assigns, shall assume all costs of relocation of said facilities.

6. An easement shall be retained on behalf of Comcast for existing facilities within all vacation areas: Juno Avenue, Wheeler Street, the east-west alley. If relocation of the facilities is required by the Petitioner for or arising from this vacation, the Petitioner, its successors or assigns, shall assume all costs of relocation of said facilities.

7. Petitioner shall grant to the City of Saint Paul a "Vehicle Turnaround Easement" establishing a vehicle turnaround area within Petitioner's property at the east terminus of the remaining Juno Avenue right-of-way and the east terminus of the remaining east-west alley, as shown in draft form in Exhibit B attached hereto.

8. 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.

9. Petitioner, its successors and assigns shall pay \$2,000.00 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.

10. 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.

11. 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.