



## Legislation Details (With Text)

**File #:** RES PH 12- 187 **Version:** 1

**Type:** Resolution-Public Hearing **Status:** Passed  
**In control:** City Council  
**Final action:** 6/20/2012

**Title:** Approving the petition of West Side Flats Urban Development LLC to vacate right-of-way, release utility easements, and convey property to facilitate further development of the West Side Flats area.

**Sponsors:** Dave Thune

**Indexes:**

**Code sections:**

**Attachments:** 1. Map 1.pdf, 2. Plat 1.pdf, 3. Exhibit A.pdf, 4. Exhibit B.pdf, 5. Exhibit C.pdf, 6. Exhibit D.pdf, 7. Exhibit E.pdf, 8. Exhibit F.pdf, 9. Exhibit G.pdf, 10. Exhibit H.pdf, 11. Exhibit I.pdf, 12. Exhibit J.pdf

| Date      | Ver. | Action By      | Action  | Result |
|-----------|------|----------------|---------|--------|
| 6/26/2012 | 1    | Mayor's Office | Signed  |        |
| 6/20/2012 | 1    | City Council   | Adopted | Pass   |

Approving the petition of West Side Flats Urban Development LLC to vacate right-of-way, release utility easements, and convey property to facilitate further development of the West Side Flats area.

WHEREAS, West Side Flats Urban Development LLC ("Petitioner") has petitioned the City of Saint Paul ("City") to vacate parts of South Wabasha Street, Water Street, Starkey Street, Old Water Street and Levee Road; to release easement rights as identified and labeled in Areas A through G on Map 1 attached hereto; to terminate and amend various temporary and permanent easement rights as identified in a 2004 easement agreement between the City and the Housing and Redevelopment Authority of the City of Saint Paul ("HRA"), as further described below; and to dispose of city-owned property within the West Side Flats development area; now, therefore be it

RESOLVED, that upon the petition of Petitioner, as documented in Office of Financial Services Vacation File Number 03-2012, the public right-of-way described and depicted in Exhibits A, B, C, E and H attached hereto is hereby vacated and discontinued as public property; and be it further

RESOLVED, that the utility easements lying within the areas described and depicted in Exhibits E, F and G, which lie northeasterly of the center line and its northwesterly extension of that part of Starkey Street lying between Blocks 175 and 176, Robertson's Addition to West St. Paul, are hereby retained; and be it further

RESOLVED, that the utility easements within the public right-of-way described and depicted in Exhibits A, B, C, D, E, F and H, which lie southwesterly of the center line and its northwesterly extension of that part of Starkey Street lying between Blocks 175 and 176, Robertson's Addition to West St. Paul, are hereby released, subject to the following conditions:

1. The release of utility easement rights for the City's Department of Public Works, Sewer Division over, under and across portions of the areas described and depicted in Exhibits A, B, C, D, E, F and H that are specifically located southwesterly of the centerline of vacated Starkey Street and its northwesterly extension lying between Blocks 175 and 176, Robertson's Addition to West St. Paul, shall be contingent upon the following:

a. Dedication of new right-of-way and utility and drainage easements as proposed in the plat "West Side Flats," attached hereto as Plat 1, and the recording of said plat with the Ramsey County Recorder and/or Registrar of Titles;

b. Conveyance to the City of all property rights of Petitioner within Lot 1, Block 2 and Outlot B as proposed in the plat "West Side Flats"; and

c. Conveyance to the City by West Side Flats Urban Development LLC of a Grant of Temporary Utility Easement, in a form and content substantially as set forth in Exhibit I attached hereto, to protect existing facilities until they may be relocated to within new right-of-way and drainage and utility easements to be dedicated in the proposed plat "West Side Flats."

2. The release of easement rights for CenturyLink for existing facilities over, under and across the areas described and depicted in Exhibits A, B, C, D, E, F and H that are specifically located southwesterly of the centerline of vacated Starkey Street and its northwesterly extension lying between Blocks 175 and 176, Robertson's Addition to West St. Paul shall be contingent upon dedication of new right-of-way and drainage and utility easements as proposed in the plat "West Side Flats," and the recording of said plat with the Ramsey County Recorder and/or Registrar of Titles.

3. The release of easement rights for Comcast for existing facilities over, under and across the areas described and depicted in Exhibits A, B, C, D, E, F and H that are specifically located southwesterly of the centerline of vacated Starkey Street and its northwesterly extension lying between Blocks 175 and 176, Robertson's Addition to West St. Paul shall be contingent upon dedication of new right-of-way and drainage and utility easements as proposed in the plat "West Side Flats," and the recording of said plat with the Ramsey County Recorder and/or Registrar of Titles.

4. The release of easement rights for Northern States Power Company, d/b/a Xcel Energy (Electric) over, under and across the areas described and depicted in Exhibits A, B, C, D, E, F and H that are specifically located southwesterly of the centerline of vacated Starkey Street and its northwesterly extension lying between Blocks 175 and 176, Robertson's Addition to West St. Paul shall be contingent upon dedication of new right-of-way and drainage and utility easements as proposed in the plat "West Side Flats," and the recording of said plat with the Ramsey County Recorder and/or Registrar of Titles.

5. The release of easement rights for Northern States Power Company, d/b/a Xcel Energy (Gas) over, under and across the areas described and depicted in Exhibits A, B, C, D, E, F and H that are specifically located southwesterly of the centerline of vacated Starkey Street and its northwesterly extension lying between Blocks 175 and 176, Robertson's Addition to West St. Paul shall be contingent upon dedication of new right-of-way and drainage and utility easements as proposed in the plat "West Side Flats," and the recording of said plat with the Ramsey County Recorder and/or Registrar of Titles.

6. The release of easement rights for District Energy St. Paul, Inc. and District Cooling St. Paul, Inc. over, under and across the areas described and depicted in Exhibits A, B, C, D, E, F and H that are specifically located southwesterly of the centerline of vacated Starkey Street and its northwesterly extension lying between Blocks 175 and 176, Robertson's Addition to West St. Paul shall be contingent upon dedication of new right-of-way and drainage and utility easements as proposed in the plat "West Side Flats," and the recording of said plat with the Ramsey County Recorder and/or Registrar of Titles.

7. A permanent easement shall be retained on behalf of the City's Department of Public Works, Sewer Division over, under and across portions of the areas described and depicted in Exhibits E, F and G that are specifically located northeasterly of the centerline of vacated Starkey Street and its northwesterly extension lying between Blocks 175 and 176, Robertson's Addition to West St. Paul. The City further reserves its right to maintain and operate any sewer 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 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 in the event the City 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 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 area shall be permitted without written permission from the Department of Public Works Sewer Division.

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

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. The Petitioner, its successors and assigns shall pay \$2,000.00 to the City as an administrative fee for this vacation which is due and payable within 60 days of the effective date of this resolution.

10. 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.

11. The Petitioner, its successors and assigns agree to indemnify, defend and save harmless the City, 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.

; and be it further

RESOLVED, that the proper city officials are hereby authorized and directed to execute a First Amendment of

Flood Control, Roadway and Access Easement Agreement ("Amendment Agreement") between the City and HRA, in a form and content substantially as set forth in Exhibit J attached hereto, to modify the parties' Flood Control, Roadway and Access Easement Agreement ("Initial Agreement") dated November 24, 2004 and filed of record on September 14, 2006 as Document Nos. 3978813 and 1978571. Said Amendment Agreement:

1. Terminates the Permanent Access Easement, as described and depicted in Exhibit H of the Amendment Agreement and Exhibit H of the Initial Agreement;
2. Terminates the Temporary Access Easement, as described and depicted as the Starkey Access Easement Area in Exhibits G-1 and G-2 of the Amendment Agreement and Exhibit G of the Initial Agreement;
3. Amends the Levee Road Easement, as described and depicted in Exhibit F-1 and F-2 of the Amendment Agreement and Exhibit F of the Initial Agreement;
4. Amends the Recreation Easement, as described and depicted in Exhibit E of the Initial Agreement, by revising language and amending and dividing the legal description into three parts: one for the portion of the easement area that lies within the proposed "West Side Flats" plat (Outlot B), and the others for the two portions of the easement area that remains outside of the proposed plat, as depicted and described in Exhibit E of the Amendment Agreement; and
5. Terminates the easements reserved for flood control construction, maintenance and access, as identified in Exhibit C of the Amendment Agreement and Exhibit C of the Initial Agreement. All easement rights described and depicted in Exhibit D of the Initial Agreement remain in full force and effect.

; and be it further

RESOLVED, that the proper city officials are hereby authorized and directed to execute a Grant of Temporary Utility Easement between the City and West Side Flats Urban Development LLC, in a form and content substantially as set forth in Exhibit I attached hereto, to protect existing facilities until they may be relocated to within new right-of-way and drainage and utility easements to be dedicated in the proposed plat "West Side Flats."

; and be it finally

RESOLVED, that subsequent to the vacation of all right-of-way, as heretofore described and depicted, the proper city officials are hereby authorized and directed to convey via quitclaim deed that part of Levee Road, as described and depicted in Exhibit H attached hereto, to the HRA for subsequent conveyance to the Petitioner.