



## Legislation Text

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**File #:** RES PH 12-185, **Version:** 1

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Approving the petition of John Wall to vacate a portion of alley adjacent to his property at 180 Grotto Street South.

BE IT RESOLVED, that upon the petition of John Wall ("Petitioner"), as documented in Office of Financial Services Vacation File Number 06-2012, the public property described as:

All that part of the alley being the Northerly 20 feet of Lot 25, Block 2, J. C. Stout's Addition to Summit Park, Ramsey County, Minnesota, 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. This vacation is subject to:

a) the dedication by Petitioner of a new alley in the proposed plat, "Crocus New Hill Addition," from the west line of the existing alley extending west to Grotto Street South, and the recording of said proposed plat with the Ramsey County Office of the Recorder and/or Registrar of Titles; and

b) ongoing provision by Petitioner of a turnaround area at the west end of the existing alley, approximately in the location of that part of the alley proposed to be vacated, until construction of said westerly alley extension to Grotto Street South is completed.

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, his successors and assigns shall pay \$1,200.00 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, his 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, his 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 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 his agents or employees.

None