



Legislation Text

File #: RES 12-2182, **Version:** 1

Approving the Victoria Park vacation of right of way and release of easements.

BE IT RESOLVED, that upon the petition of Brighton Victoria Park, LLC, as documented in Office of Financial Services Vacation File Number 10-2012, the public property, being a platted alley right-of-way, as described in Exhibit A and depicted in Exhibit B attached hereto is hereby vacated and discontinued as public property, subject to the conditions set forth in paragraphs 1 through 8 below; and

BE IT FURTHER RESOLVED, that the drainage and utility easement also described in Exhibit A and depicted in Exhibit B attached hereto is hereby released, subject to the conditions set forth in paragraphs 1 through 8 below.

Conditions

1. A temporary storm sewer easement shall be retained on, over, under and across a portion of said vacated alley area and said released drainage and utility easement area on behalf of the City of Saint Paul, Department of Public Works. Said temporary easement area shall be located 10 feet either side of the centerline of the existing 36-inch sewer pipe, as depicted in Exhibit B attached hereto. The City reserves the right to maintain and operate said storm sewer in or upon said temporary easement and to enter upon said temporary 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. The temporary storm sewer easement shall be subject to the following conditions:

- 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 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. The temporary storm sewer easement shall automatically expire when the existing sewer pipe is relocated to within the adjacent Victoria and Otto street right-of-way, and is operational. The Petitioner, its successors and assigns shall comply with Public Works' ordinance permit requirements for the sewer relocation, after which the City shall provide a Release of Easement for recording with Ramsey County.

2. A five-foot wide permanent drainage and utility easement shall be retained over, under and across a portion of the vacated alley right-of-way, as described in Exhibit A and depicted in Exhibit B attached hereto.

3. The Petitioner, its successors and assigns shall compensate the Northern States Power Company, d/b/a Xcel Energy, \$4111.58 for the cost to relocate its existing underground electrical facilities.

4. The Petitioner, its successors and assigns shall compensate the Department of Parks and Recreation \$45,288.00 for the cost to construct a new sanitary sewer pipe to support future park development on adjacent City-owned property.

5. 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.

6. The Petitioner, its 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.

7. 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.

8. The Petitioner, its 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 petitioners 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.