



Legislation Text

File #: RES PH 12-370, **Version:** 1

Approving the petition of Dayton's Bluff Neighborhood Housing Services to vacate part of Rivoli Street between the extensions across it of the North line of Lot 32, Block 9, Warren and Winslows Addition to St. Paul; and the North line extension of Lot 21, Block 7, Warren and Winslows Addition to St. Paul.

BE IT RESOLVED, that upon the petition of Dayton's Bluff Neighborhood Housing Services ("Petitioner"), as documented in the Office of Financial Services Vacation File Number 02-2012, the public property described 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. An easement shall be retained on, over and across a part of the proposed vacation area described as: all that part of Rivoli Street adjacent to the north 20 feet of Lot 25, Block 9, and the north 20 feet of Lot 23, Block 7, Warren and Winslows Addition to St. Paul, on behalf of the City of Saint Paul, Department of Public Works, for its existing sewer facilities. 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. 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.

2. The Petitioner shall relocate the Catch Basins and Leads in the vacated area to the north in the remaining Rivoli Street right-of-way per the approval of the Department of Public Works Sewer Division and the conditions stated above in 1.a to 1.e.

3. The Petitioner shall dedicate in the new plat a sufficient amount of its own land at the south end of Rivoli Street as right-of-way for a turnaround, subject to approval by Public Works.

4. 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.

5. 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.

6. 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.

7. 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 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.

Financial analysis is not applicable.