



## Legislation Text

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**File #:** RES PH 13-113, **Version:** 1

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Approving the vacation of portions of Capitol Avenue and Reverend Dr. Martin Luther King Jr. Boulevard.

BE IT RESOLVED, that upon the petition of the State of Minnesota ("Petitioner"), as documented in Office of Financial Services Vacation File Number 09-2010, the public property described in Exhibit A and depicted in Exhibit B 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 both proposed vacation areas on behalf of the City of Saint Paul, Department of Public Works, for its existing sewer facilities. Furthermore, the Petitioner shall be responsible for, and shall incur all expenses related to:
  - a. Removal or reconstruction of streets and their approaches to eliminate the appearance of public right-of-way. This shall include, but not be limited to, reconstruction and/or construction of storm sewer structures, curb, gutter, removal of street lights, sidewalk and boulevard, all to the satisfaction of the Department of Public Works.
  - b. Delivery of any salvaged light standards to the City's public works storage yard.
  - c. Disconnection of the city-owned street light standards from the City's electric circuit and reconnection of said light standards to the State's electric circuit.
  - d. Maintenance of street light standards within the proposed vacation areas as long as they are needed for street lighting.
2. An easement shall be retained on, over and across both proposed vacation areas on behalf of the Board of Water Commissioners of the City of Saint Paul (the "Board") 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 water 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 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 area shall be permitted without written permission from Saint Paul Regional Water Services.
  - f. The 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. A utility easement, subsurface, surface and overhead within both proposed vacation areas shall be retained on behalf of the District Energy St. Paul, Inc. and District Cooling St. Paul, Inc. (the "District") for the benefit of the District to maintain, inspect, repair, construct or reconstruct its existing facilities or any new facilities and to enter upon said easement or any portion thereof at any time and from time to time.

Furthermore, approval of the street vacation is subject to the following conditions:

a. If utility relocation or special provisions are required on existing facilities or any new facilities, such work shall only be completed by the District, its agents and its designated contractors. Full and complete cost reimbursement is required by the Petitioner for any required relocation or special provisions of the piping in or adjacent to the proposed vacation areas.

b. In extending any new heating and cooling facilities, consideration and coordination will be granted to the District by the Petitioner to route the facilities within the proposed vacation areas.

4. An easement shall be retained over, under and across that portion of Capitol Boulevard proposed to be vacated. Also, an easement shall be retained over, under and across that portion of Rev. Dr. Martin Luther King Jr. Boulevard proposed to be vacated lying northeasterly of the northwesterly extension of the northeast line of Block 16, Capitol Grounds Addition, on behalf of Northern States Power Company, dba Xcel Energy (Gas) for its existing gas distribution facilities. 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 and shall provide new easements for said relocated facilities.

5. An easement shall be retained on, over and across both proposed vacation areas on behalf of Comcast for its existing facilities. 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 and shall provide new easements for said relocated facilities.

6. An easement shall be retained on, over and across that portion of Rev. Dr. Martin Luther King Jr. Boulevard proposed to be vacated on behalf of Centurylink.

7. An easement shall be retained on, over and across both proposed vacation areas on behalf of MCI Communications Services, Inc., dba Verizon Business.

8. On behalf of the City of Saint Paul, Department of Fire & Safety Services, the Department uses the proposed vacation areas for access to the surrounding buildings; therefore, any change in the contours or addition of security measures in said vacation areas shall be approved by the appropriate fire official.

9. 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.

10. The 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.

11. 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.

12. Notwithstanding Chapter 130, codified March 1, 1981, of the Saint Paul Legislative Code as amended, the Petitioner and the City of Saint Paul agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the act of any others and the results thereof. The Petitioner's liability shall be governed by the provisions of the Minnesota Tort Claims Act,

Minnesota Statutes, Section 3.736.