



## Legislation Text

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**File #:** RES PH 15-336, **Version:** 1

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Approving the petition of Pioneer Endicott LLC and Jackson Partners LLC to vacate that part of the alley in Block 17.

BE IT RESOLVED, that in accordance with Chapter 130 of the Saint Paul Legislative Code and upon the petition of Pioneer Endicott LLC ("Petitioner"), as documented in the Office of Financial Services Vacation File Number 10-2014, the public property described as:

*The northeasterly 9.00 feet of Lots 3 and 12, Block 17, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, which lies southeasterly of the northwesterly 102.50 feet of said Lot 3.*

*Together with the southwesterly 7 feet of Lots 2 and 13, Block 17, St Paul Proper which lies southerly of the northwesterly 102.50 feet of said Lot 2.*

and depicted in Exhibit A attached hereto, is hereby vacated and discontinued as public property, and the easements within said public property are hereby released in accordance with Section 130.05(3), subject to the following conditions:

1. A Public Works storm water easement will be retained over, below, and on grade in the proposed vacation area, as shown in Exhibit A.

No permanent installations such as buildings, structures, trees or projections of any kind are permitted within the easement area unless approved by the Department of Public Works.

No temporary structure, material storage device(s), fixture(s), or other objects that will restrict the normal alley drainage will be allowed in the easement area unless approved by the Department of Public Works.

Improvements in or upon the easement area that do not interfere with the City's reserved rights may be allowed by obtaining written permission from the Department of Public Works 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 or due to damage caused by drainage through the easement area.

No change from the existing surface drainage is permitted within the easement area without the written permission of the Department of Public Works.

No change in surface type within the easement area is permitted without the written permission from the Department of Public Works.

That the Petitioner, its successors and assigns shall 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 storm pipe in said easement, or from the restriction of the normal flow of water, arising out of, or resulting from, any action or negligence on the part of the petitioner, its employees, agents, or business invitees.

2. An easement shall be retained on behalf of Comcast for location of facilities in the proposed

vacation area. 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 of said facilities.

3.
  - a. Jackson Partners LLC shall convey by deed the easterly half of the vacated alley to Pioneer Endicott LLC, owner of the westerly half of the vacated alley.
  - b. Pioneer Endicott LLC shall subsequently declare a "No Build Easement" over the portion of the vacated alley lying between the Jackson Partners LLC westerly property line and a line parallel to and 10 feet westerly of said property line.

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.

The Petitioner, his successors and assigns shall pay \$1200.00 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.

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.

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.