



Legislation Text

File #: RES PH 15-353, **Version:** 1

Approving the petition of Parkway Little League to vacate that part of Conway Street adjacent to Lots 11-18, Block 8, H.F. Schwabe's Addition.

BE IT RESOLVED, in accordance with Chapter 130 of the Saint Paul Legislative Code, that upon the petition of Parkway Little League ("Petitioner"), as documented in Office of Financial Services Vacation File Number 12 -2015, the public property described as:

Those parts of Conway Street as dedicated in RIFLE PARK ADDITION, ST. PAUL, MINN. and as dedicated in "H.F. Schwabe's Addition to St. Paul, Minnesota", according to the recorded plats thereof, Ramsey County, Minnesota, which lie easterly of the northerly extension of the east line of Lot 19, Block 8, said "H.F. Schwabe's Addition to St. Paul, Minnesota," and which lie westerly of the northerly extension of the east line of Lot 11, Block 8 said "H.F. Schwabe's Addition to St. Paul, Minnesota,"

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

1. An easement shall be retained over, under and across part of the proposed vacation area on behalf of Northern States Power Company d/b/a Xcel Energy - Gas Division for existing facilities. If relocation of the facilities is required by the Petitioner for or arising from the alley vacation, the Petitioner, its successors or assigns, shall assume all costs of relocation of said facilities. The area to be retained is over the East 37 feet of vacated area.
2. 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.
3. 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.
4. 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.