



Legislation Text

File #: RES PH 18-20, **Version:** 1

Approving the petition of Morelli's to vacate a portion of abutting Bedford Avenue.

WHEREAS, in 2017 the City of Saint Paul ("City") reconstructed and realigned the public right-of-way at the intersection of Bedford Street and Payne Avenue for the Bedford/Payne Improvement Project; and

WHEREAS, the City is being petitioned to vacate a portion of Bedford Street that is currently being encroached upon and used as a parking lot by Tedesco 535, Suite 1, LLC a/ka Morelli's ("Petitioner") located at 535 Tedesco Street, as depicted and described in Exhibit A attached hereto (the "Vacation Property"); and

WHEREAS, upon vacating the Vacation Property, the City agrees to convey its portion of underlying fee title ownership to the Housing and Redevelopment Authority of the City of Saint Paul ("HRA") for subsequent conveyance to Petitioner, as provided in the three-party Real Property Sale and Purchase Agreement attached hereto as Exhibit B; now, therefore be it

BE IT RESOLVED, in accordance with Chapter 130 of the Saint Paul Legislative Code, that upon the petition of the Petitioner, as documented in Office of Financial Services Real Estate Section Vacation File Number 5-2017, the public property legally described in Exhibit A attached hereto is hereby vacated and discontinued as public property, and the utility easements within said public property are hereby released in accordance with Section 130.05(3), subject to the following conditions:

1. That a permanent utility easement shall be retained on, over, under and across the Vacation Property on behalf of the Board of Water Commissioners of the City of Saint Paul 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 utility 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.
2. That a permanent sewer easement shall be retained for a public sanitary pipe along Bedford Street and Payne Avenue on behalf of the City's Department of Public Works, Sewer Division. The City further reserves its right to maintain and operate any sewer 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 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, 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.
3. An easement shall be reserved on behalf of Northern States Power, d/b/a Xcel Energy (Gas), for existing facilities in the proposed vacation area. If relocation of the facilities is required by the Petitioner for or arising from the vacation, the Petitioner, its successors or assigns, shall assume all costs to relocate said facilities.
4. An easement shall be retained on behalf of CenturyLink for existing facilities in the proposed vacation area. If relocation of the facilities is required by the Petitioner for or arising from the vacation, the Petitioner, its successors or assigns, shall assume all costs to relocate said facilities.
5. An easement shall be retained on behalf of Comcast for existing facilities in the proposed vacation area. If relocation of the facilities is required by the Petitioner for or arising from the vacation, the Petitioner, its successors or assigns, shall assume all costs to relocate said facilities.
6. 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.
7. 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.

8. 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.
9. Petitioner, its successors and assigns agrees 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 forward 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.

; and be it further

RESOLVED, that the proper city officials are hereby authorized and directed to convey the Vacation Property by quit claim deed to the HRA for subsequent conveyance to Petitioner, and to execute a Real Property Sale and Purchase Agreement between the City, HRA and Petitioner, in a form and content substantially as set forth in Exhibit B, a copy of which is on file in the Office of Financial Services Real Estate Section.