Legislation Text

File #: RES PH 18-252, **Version:** 1

Approving the petition of the Housing and Redevelopment Authority (HRA) to vacate a portion of Prosperity Avenue adjacent to HRA-owned property in Phalen Village.

BE IT RESOLVED, in accordance with Chapter 130 of the Saint Paul Legislative Code, that upon the petition of the Housing and Redevelopment Authority of the City of Saint Paul ("Petitioner"), as documented in Office of Financial Services Vacation File Number 05-2018, 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, all utility 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 the proposed vacation area on behalf of Northern States Power Company d/b/a Xcel Energy - Gas and Electric Division for existing facilities. 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 of relocation of said facilities.

2. An easement shall be retained over, under and across the proposed vacation area on behalf of Comcast for existing facilities. 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 of relocation of said facilities.

3. An easement shall be retained over, under and across the proposed vacation area on behalf of CenturyLink for existing facilities. 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 of relocation of said facilities.

4. An easement shall be retained on, over, under and across the proposed vacation area on behalf of the City of Saint Paul, Department of Public Works. Said easement shall be subject to the following requirements:

a. No buildings, structures, trees or any temporary structure, material storage, fixture, or anyother 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 easement area 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. No change in surfacing within the easement area shall be permitted without written permission from Department of Public Works Sewer Division.

5. A permanent utility easement shall be retained on, over, under and across the vacated area 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 changed 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.

6. Petitioner, its successors and assigns shall pay $600.00 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.

7. 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.

8. 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 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.