



Legislation Text

File #: RES PH 20-87, **Version:** 1

Approving the petition of VeitUSA on behalf of RAVE PROP, LLC (aka Victory and Vision Properties, LLC) to vacate a portion of Syndicate Street North, north of Pierce Butler Route and south of the Burlington Northern Railway property.

BE IT RESOLVED, in accordance with Chapter 130 of the Saint Paul Legislative Code, that upon the petition of VeitUSA on behalf of RAVE PROP, LLC (aka Victory and Vision Properties, LLC), "Petitioner", as documented in Office of Financial Services' Vacation File Number 02-2020, the public property described and depicted in Exhibit A attached hereto is hereby vacated and discontinued as public property and, subject to the following conditions, the 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 vacated street on behalf of Xcel Energy for its facilities. If relocation of any existing facilities is required by the Petitioner for or arising from this vacation, the Petitioner, its successors and assigns, shall assume all costs for relocation of said facilities.
2. An easement shall be retained over, under and across the proposed vacated street on behalf of Verizon (MCI) for its facilities. If relocation of any existing facilities is required by the Petitioner for or arising from this vacation, the Petitioner, its successors and assigns, shall assume all costs for relocation of said facilities.
3. An easement shall be retained over, under and across the proposed vacated street on behalf of Comcast (Xfinity) for its facilities. If relocation of any existing facilities is required by the Petitioner for or arising from this vacation, the Petitioner, its successors and assigns, shall assume all costs for relocation of said facilities.
4. An easement shall be retained over, under and across the proposed vacated street on behalf of Qwest Corporation d/b/a CenturyLink for its facilities. If relocation of any existing facilities is required by the Petitioner for or arising from this vacation, the Petitioner, its successors and assigns, shall assume all costs for relocation of said facilities.
5. A water utility easement shall be retained over, under and across the proposed vacated street on behalf of Saint Paul Regional Water Services ("SPRWS") for its facilities. The Petitioner shall follow the SPRWS standard easement provisions, attached hereto as Exhibit B.
6. A sewer easement shall be retained over, under and across the proposed vacated street on behalf of City of Saint Paul, Department of Public Works, for its sewer facilities. If relocation of any existing facilities is required by the Petitioner for or arising from this vacation, the Petitioner, its successors and assigns, shall assume all costs for relocation of said facilities.
7. A ingress/egress easement shall be retained over and across the proposed vacated street on behalf

of the City of Saint Paul, for emergency vehicular services, to the satisfaction of the Department of Fire and Safety.

8. The Petitioner, at its cost, shall remove the public lighting system existing on the utility service pole in and around the vacated street to the satisfaction of the Department of Public Works.
9. 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.
10. 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.
11. 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.