



## Legislation Text

**File #:** RES PH 23-142, **Version:** 1

Approving the petition of Brian Ingram on behalf of Hope Fire House, LLC to vacate a portion of Leech Street from Grand Avenue to West Seventh Street. (Public hearing closed, laid over from August 23, 2023)

BE IT RESOLVED, in accordance with Chapter 130 of the Saint Paul Legislative Code, that upon the petition of Brian Ingram on behalf of Hope Fire House, LLC, ("Petitioner"), as documented in Office of Financial Services' Vacation File Number 04-2023, 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 existing 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 of 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 existing 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 of relocation of said facilities.
3. An easement shall be retained over, under and across the proposed vacated street on behalf of Comcast (dba Xfinity) for its existing 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 of relocation of said facilities.
4. An easement shall be retained over, under and across the proposed vacated street on behalf of CenturyLink (dba Lumen) for its existing 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 existing facilities, and vehicular access must be maintained at all times for emergency repair and other maintenance of the public water main. The Petitioner shall follow the SPRWS standard easement provisions, attached hereto as Exhibit B.
6. A 32-foot-wide sewer easement, centered on the storm sewer in the middle of Leech Street, shall be retained over, under and across the proposed vacated street on behalf of the City of Saint Paul, Department of Public Works, for its existing 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 of relocation of said facilities.
7. An 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 street light/pole and City signage in the proposed vacated street to the satisfaction of the Department of Public Works.

9. The Petitioner, at its cost, shall update the number and street name of the building at 1 Leech Street and 6 Leech Street, as Leech Street will cease to exist in that area, to satisfaction of the Department of Public Works.
10. The Petitioner, at its cost, shall construct curb and gutter, sidewalk and boulevard at both ends of the proposed vacated area, making it clear to motorists that it is not a public street, to the satisfaction of the Department of Public Works.
11. The Petitioner shall be responsible for maintaining the proposed vacated area.
12. The three affected catch basins in the proposed vacated area will become private after the vacation.
13. Access to the businesses and apartments at 6 Leech Street shall be maintained at all times.
14. Access to the hotel parking lot at 200 Grand Avenue must not be obstructed or removed and must be maintained at all times.
15. Trash dumpsters, under Sec. 63.114 (9) of the Zoning Code must be kept inside the buildings or the proper trash enclosures for outside storage must be constructed.
16. Property located at 1 Leech Street must comply with a requirement for location of its primary entrance under Sec. 63.110 of the Zoning Code, either by constructing an entrance facing Grand Avenue or obtaining a variance from the primary entrance location requirement.
17. Any future development of the vacated street or change in use shall be reviewed by the City of Saint Paul, Department of Safety and Inspections.
18. 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.
19. 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.

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 employee