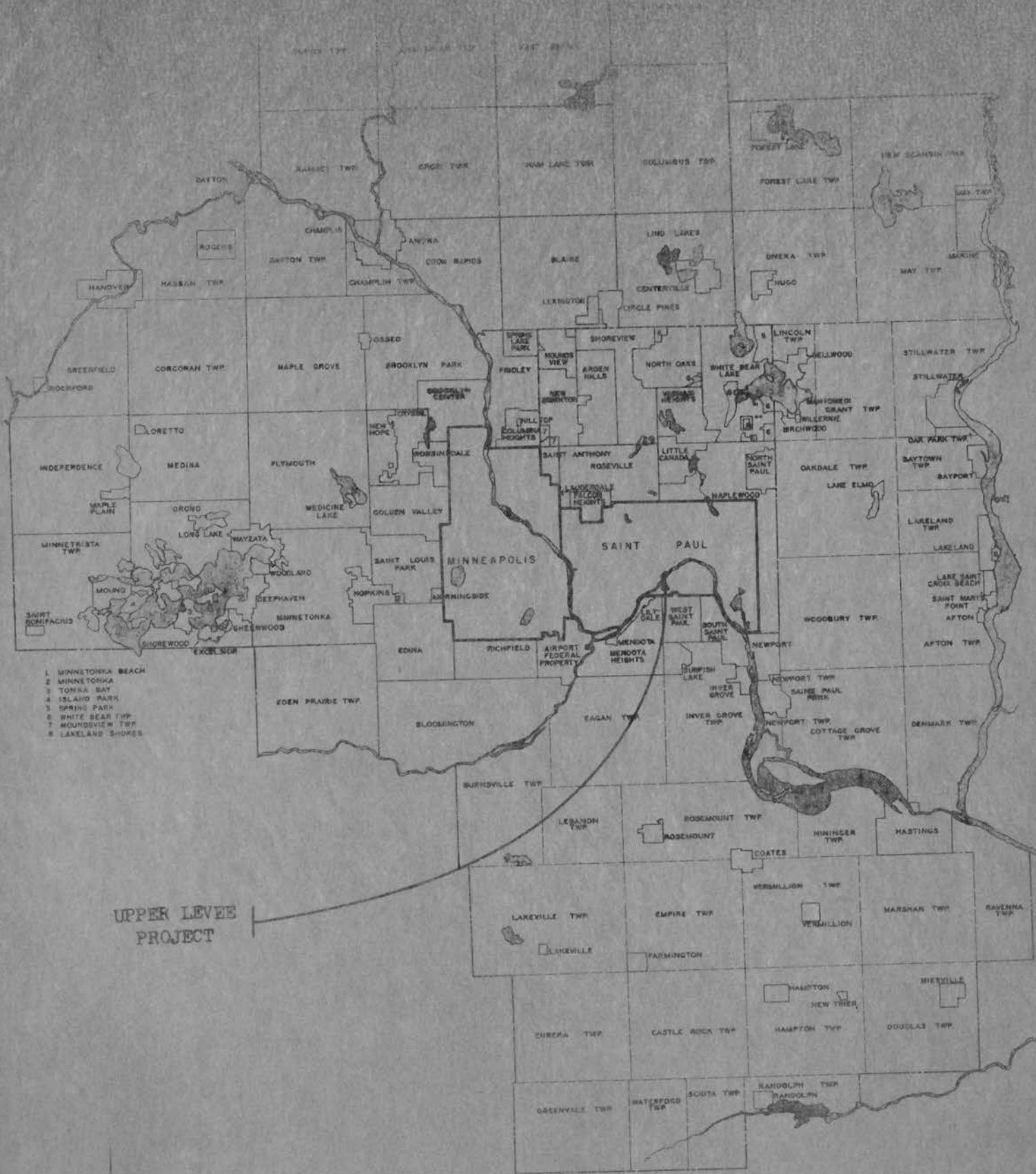




Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota:
Redevelopment project files

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UPPER LEVEL
PROJECT

TWIN CITIES

UPPER LEVEL RENEWAL PROJECT
8½ Acres of Industrial Land



SCALE IN MILES
0 1 2 3 4 5 6 7 8 9 10
JUNE 1958



Source: City Plat Book

UPPER LEVEL RENEWAL STUDY
ADJOINING LAND USE

0 100 200 300 400 500 600 Feet

HOUSING AND REDEVELOPMENT AUTHORITY
SAINT PAUL MINNESOTA

Completed Revised Code

LAND ACQUISITION PLAN
UPPER LEVEE RENEWAL PROJECT
MINN. R-3

A. IDENTIFICATION OF PROPERTY

R 331

Please refer to part 331-340 Exhibit R331 dated April 21, 1956, in Original Application for Loan and Grant.

B. DESCRIPTION OF PROPOSED ADMINISTRATIVE ORGANIZATION FOR LAND ACQUISITION OPERATIONS

1. Staff personnel shall complete all option negotiations, supervise and coordinate all closings, title information, registration, platting, zoning, street and alley vacations and condemnation activities. This shall be completed under the supervision of the Land Acquisition Coordinator and staff qualified to handle such matters. See copy of Organization Chart marked Exhibit "A" attached.
 - a. A contract will be let for the closing of purchases. There being only one escrow or closing company in the City of Saint Paul, this contract will be worked out on the basis of negotiation and will be along the same line as contracts for closings on prior projects. See copy of contract attached marked Exhibit "B".
 - b. A contract will be let for two (2) individual appraisals of each parcel. These contracts are to be by negotiation between the L. P. A. and two local qualified appraisers at rates of not more than the prevailing charges paid to appraisers belonging to the Local Chapter of the Society of Residential Appraisers and/or members of the Appraisal Institute. All appraisals shall be reviewed by L. P. A. staff members and copies of all appraisals shall be forwarded to H.H.F.A. for review and concurrence. Copies of first appraisal have been forwarded at this time. Copies of second appraisal to be forwarded to H.H.F.A. when completed. Copy of appraisal contract is attached and marked Exhibit "C".
 - c. The General Counsel for the L.P.A. shall be employed on a negotiated contract basis. The General Counsel shall act on all legal matters such as examination of titles, contracts, title registrations, platting, zoning, street vacations, condemnations and all other matters involving legal questions.
 - d. All other duties of land acquisition shall be performed by staff personnel. It is estimated that the acquiring of properties will be completed within a period of nine months; excepting for condemnations that may be delayed by the Court, i.e.: The Court setting hearing dates and time for appeals beyond this period of time.

R 331-A C. POLICIES AND PROCEDURES

1. Appraisals to be made by two independent appraisers on individual basis under contract with L.P.A.
2. From the high and low appraisal figures obtained from the appraisers, the L.P.A. shall determine a figure which shall be forwarded to H.H.F.A. for concurrence. In the event of dispute, between the L.P.A. and the seller of the appraised value, the L.P.A. shall submit to H.H.F.A. the seller's final offer to sell, before condemnation proceedings shall be commenced. There are no unlawful conditions or occupancy in this area as determined by our survey.
3. Acquisition by Direct Purchase

A notice shall be forwarded to each owner setting forth the appraised price which the L.P.A. is willing to pay for the property to be purchased and asking the owner to contact the L.P.A. to draw an option agreement. The form of option agreement is attached hereto and marked Exhibit "D". In the event of disagreement as to purchase price, condemnation proceedings shall be instituted after first submitting counter offer to HHFA with full information. It is estimated that 59 properties will be purchased by direct negotiation. It is estimated that 20 properties will be obtained by condemnation. Those properties condemned shall be condemned through regular Court proceedings and the money deposited in Court as the awards are made by the Court.

4. Method of Acquiring Title

All titles will be acquired as above. In condemnation, titles will be acquired either by deed or stipulation in condemnation. In direct purchases all titles will be acquired by Warranty Deed.

R 334

5. Properties Requiring Special Treatment

- a. There are no publicly owned properties in this area except 16 lots owned by the City of Saint Paul which were purchased for the widening of Shepard Road. There are no lots or properties owned in whole or in part by the L.P.A. in this area at the present time. There will be no land donations in this area. The vacations of streets and alleys in the area will be by agreement with the City of Saint Paul. All streets and alleys will be vacated by the City upon completion of purchase of adjoining properties by L.P.A.
- b. There are no properties in this area which involve public interest, public utilities, railroads, schools, churches or other institutions. There are no industrial properties to be purchased and no commercial properties excepting two small neighborhood taverns.
- c. There are no properties such as hotels, rooming houses or apartments in this area.
- d. There are no properties in this area that are owned or in

R 335

6/26/58

which an interest is held by any members of the governing body of the City of Saint Paul or the Housing and Redevelopment Authority members, or its staff, excepting those lots purchased by the City of Saint Paul for the widening of Shepard Road. These properties are described on the map shown on Exhibit R331 of the Original Loan and Grant Application. These properties were acquired by the City of Saint Paul prior to our application for Loan and Grant.

- e. There are no properties in this area of which only a part will be taken. Therefore there are no properties on which severance damages can be claimed.
- f. No personal property is to be purchased in the area. Sellers will agree in their option to remove all personal property within a specified time.
- g. To our knowledge there are no properties with less than full fee simple title. The option agreement between buyer and seller requires that seller furnish good title. In the event good title cannot be furnished in fee simple, the L.P.A. shall condemn the property. This type of purchase is taken into consideration in the estimate of condemnations under Section (a) of Methods of Acquiring Title above.
- h. There are no property donations in this area that are to be donated as a grant-in-aid.

6. Closing and Payment for Property

- a. Closings will be handled on a contract basis with a local title company. A written record of inspection will be kept. Inspections of the property to be purchased will be made by the L.P.A. staff the day before and the day after closing to determine the condition and contents of the property. The title company will issue a request to the L.P.A. for disbursement at least three days prior to closing of a purchase. The L.P.A. will forward check to the title company on the day set for closing. In the event any closings cannot be completed on the original date set for closing, the title company will be required to return any checks to the L.P.A. that were forwarded to them for such closings. The title company will be responsible for obtaining satisfaction of all unpaid liens and/or encumbrances as well as the filing of all necessary papers involved in the closings. A complete Disbursement Record shall be made by the title company and forwarded to the L.P.A. immediately after closing has been completed. Holdbacks shall be made by the title company for items such as abstracting and/or other charges that are the responsibility of the sellers. Possession of purchased property shall be given to L.P.A. at the time of closing. Current and all back taxes shall be paid in full by sellers at time of closing. If owner is to continue to rent property a holdback shall be made from pay-off for not less than three months rent. A complete accountability shall be made for all properties purchased prior to closing.

7. Other Measures to Prevent Payment of Excessive Prices

- a. Unlawful condition or occupancy of property is admissible evidence in condemnation, and such evidence will be used to accurately reflect the value of property to be acquired.
- b. No purchase prices will include any consideration for corrective measures for improvements made to properties from the time original appraisal is made to time of purchase of property by L.P.A. It is believed that no building permits have been issued in this area from the time of original appraisal of property to time of actual purchase by L.P.A. There has been no recent effort by the local City government to make property owners comply with corrective measures of this type by the local government in the immediate future.

8. Property Line Surveys

- a. No property line surveys will be made or required for land acquisition purposes.

9. Title Evidence (Information)

- a. Owners are required by option agreement to furnish L.P.A. with abstract or Registered Property Certificate properly certified to date. If good title cannot be furnished by seller then he will be required to furnish a Registered Title, at his own expense. All titles will be registered under Torrens System by the L.P.A. after transfer by sellers, and consolidated prior to resale of property.

R 336

10. Racial Restrictions

- a. There shall be no race, creed or color discrimination in the sale, lease or occupancy of any land in the project area to be acquired or sold by the L.P.A.

R 337

11. Disposition of Structures and Improvements for Off-Site Use

- a. Owners or others may be permitted to remove certain structures under the following circumstances: If, upon inspection by the L.P.A. staff, a structure is found to be in a satisfactory condition to be moved, the L.P.A. shall request the local City building inspector to make a complete inspection of the property to be moved. The local City building inspector shall make the final decision as to the structural soundness of property to be moved. In the event the building is eligible for removal, the building inspector shall set forth in his report to the L.P.A. all violations of building codes that must be corrected if building is moved. The L.P.A. shall inspect and approve any and all sites to which structures shall be moved and determine that there is no code violation or any other violation that would tend to spread blight or create slum conditions by the removal or re-erection of structures to be moved at their new location.

- Note No. (1) The number and type of proposed structures to be removed off-site cannot be determined at this time.
- (2) Size of the lots on which buildings might be relocated shall be governed by City codes.
 - (3) Type of land used would be determined by the L.P.A. and on the basis of the City's "Preliminary Guide Plan" as set forth above.
 - (4) Steps to be taken to prevent relocation of residential structures in other deteriorated areas or in good residential areas are as set forth above.
 - (5) Requirements as to zoning shall be determined as contained in previous paragraph. The availability of public utilities, adequate community facilities and adequacy of public transportation shall be determined by the L.P.A. prior to consent for removal to off-site location.
 - (6) Requirements as to physical character or condition of structures and their compliance with local codes and regulations shall be determined by the local Building Inspector as set forth in paragraphs above.

In the event of a request for removal of a structure to an off-site location, the structure will be offered to the owner on a negotiated sale basis prior to the actual closing of the purchase between the owner and the L.P.A. If the Owner

wishes to purchase the structure, a market value appraisal will be made of the structure for removal purposes. Such appraisal shall be first approved by the H.H.F.A. prior to actual negotiation with the seller and such price as agreed upon by the L.P.A. and the H.H.F.A. shall be negotiated with the seller. All necessary monies to be paid for the purchase of such structures by the owners shall be deducted from the purchase price to be paid to the owner.

The L.P.A. shall have limiting conditions in all contracts for the purchase and removal of structures off-site. The purchaser shall be limited to 90 days in which to remove structures and shall deposit with the L.P.A. net less than 10% of the purchase price to guarantee the removal of such structures. The purchaser shall also be required to comply with all Local, State or Federal Codes in the removal of structures.

The purchaser of properties for removal shall be required to remove all debris from the basement hole remaining after removal of the structure and to leave the remaining hole as well as the lot free and clear of all debris.

In the event of an individual or several individuals wishing to purchase a structure or structures for removal off-site, the L.P.A. shall advertise on a sealed bid basis for the sale of such structure or structures. All such advertising for the sale of structures for removal off-site on a sealed bid basis shall run for a period of at least three (3) weeks.

12. Occupancy of Property Pending Demolition

- a. Possession of purchased properties shall be given to the L.P.A. by the sellers upon closing of purchase. If the owners and/or tenants have not or cannot be relocated at the time of closing of the purchase of the property by the L.P.A., they will be permitted to continue to occupy the property rent free for that period from the date of closing of purchase to the first of the month following the date of purchase. The balance of the rental periods, dates, amounts, etc., are more fully explained in the Relocation Plan.

13. Land Acquisition Schedule

- a. The project area shall be considered as a whole, and shall not be split into segments for land acquisition purposes. All owners shall be sent a letter at the same time notifying them of the L.P.A.'s intention to purchase their property. The letter will state the price offered and will advise owners that they will have 30 days to accept or reject the offer. The owners shall be advised in this letter that if they do not accept the L.P.A.'s offer within a period of 30 days, that condemnation proceedings shall be commenced to obtain title to their property. It is estimated that all direct purchases shall be completed and all condemnation petitions shall be filed for immediate taking, within a nine (9) month period, from the time the original notice is sent to owners. The completion of the condemnation proceedings will be scheduled by the Court, therefore it is impossible to estimate the time necessary for the completion of such proceedings. Our local law allows for quick taking, therefore ownership passes upon filing of condemnation proceedings. It is estimated that the L.P.A. will have title to all properties in the area within the nine (9) month period.

LAND DISPOSITION REPORT

R 361 Two copies of the Marketability and Reuse Appraisal by Mr. Muske and Mr. Bettendorf for Project Minn. R-3, have been previously submitted. It is proposed to offer for sale the project land as a single parcel. If the project land cannot be sold as a single parcel within a limited time, from first offering, then same shall be offered for sale on the basis of four (4) parcels of approximately equal size. A subdivision plot will be filed on the whole of the project area. It is intended that we offer for sale and sell the whole project area at one time. We are attaching a new Disposition Plan map that should be substituted for Exhibit R 362 - a of the Final Project Report. The attached map is marked Exhibit R 362 - a. This map shows the areas to be sold, the approximate boundaries, approximate dimensions, approximate area of the whole parcel and each separate parcel, the easements to be granted dedications, right of way areas, and streets to remain, street vacation portions to be sold to the City of Saint Paul for Shepard Road and portions to be sold to private redevelopers. These estimates are based on suggestions contained in the above mentioned Reuse appraisal. All of the land in the project area is presently zoned as Heavy Industry. Therefore it will not be necessary for the L. P. A. to change this zoning as the land is to be sold for heavy industrial purposes. While an attempt will be made to sell land in the area at or above the appraised reuse value, the Authority recognizes the unique position of this land and the changing circumstances which can arise before a final determination of its sale value is made. It is believed that no firm statement of reuse value can be made until actual circumstances at the time of sale are known.

R362 Tabulations for each proposed land use involved in disposition by the L.P.A.*

- a. Identification of the reuse as specified in Urban Renewal Plan.
As stated above for heavy industry except those portions
sold to the City of Saint Paul for streets and roads.
See attached map marked Exhibit R 362 - a.
- b. Area of land in square feet in such use.
See Exhibit R 362 - a
The land is to be sold to the City of Saint Paul is
55,727 square feet.
The land to be sold to private redevelopers is
366,775 square feet.
- c. Proposed method of disposition.
The L.P.A.* proposes to offer all of the project area land
for sale, except those portions to be dedicated for street
purposes.
- d. Estimated or proposed sale price of land for each use.
The L.P.A.* will attempt to sell the project area land at
or above the figure suggested by the reuse appraisers,
namely fifty (\$.50) cents per square foot.

Tabulation for each parcel to be sold

Parcel No.	Disposal Method	Area Sq.Ft.	Area Acres	Sq. Ft. Est. Sale Price	Total
1	Cash Sale	93,100	2.14	50¢ sq.ft.	46,550
2	Cash Sale	91,600	2.10	50¢ sq.ft.	45,800
3	Cash Sale	91,000	2.09	50¢ sq.ft.	45,500
4	Cash Sale	91,075	2.09	50¢ sq.ft.	45,537
5	Cash Sale	57,600 *	1.32	50¢ sq.ft.	15,547 *
6	Cash Sale	4,160	.096	50¢ sq.ft.	2,090
7	Cash Sale	20,473	.47	50¢ sq.ft.	10,236
Total					211,260

*Shepard Road parcel to be purchased by City of Saint Paul, contains 57,600 sq. ft. The City of Saint Paul purchased and now owns 16 lots containing 26,504 sq. ft. Therefore, the L.P.A. will sell only 31,094 sq. ft. to the City of Saint Paul in this parcel.

Shepard Road Parcel No. 5-57,600 sq. ft. = 1.32 acres
 To be sold to City 31,094 sq. ft. = .713 acres
 Owned by City 26,504 sq. ft. = .608 acres

a, b, c. Tabulations

Parcel No.	Name of Proposed Redeveloper	Estimated date of sale
1	Unknown	November, 1959
2	Unknown	November, 1959
3	Unknown	November, 1959
4	Unknown	November, 1959
5	City of Saint Paul	November, 1959
6	City of Saint Paul	November, 1959
7	City of Saint Paul	November, 1959

- d. The proposed disposition price is based on the reuse appraisal. It is the opinion of the L.P.A. that the data and market analysis contained in the reuse appraisal is of a sufficient quantity and quality to estimate the reuse figure to be used for the sale of this project at its highest and best use. Therefore, it is felt that fifty cents (\$.50) per square foot is a fair estimate of market value of the project land to be offered for sale.
- e. It is estimated that potential buyers of land in the project area will be sufficient for the local agency to make a choice of purchaser for either the area as a whole or split into several parcels. There is at present an acute shortage of good river front property in the City of Saint Paul. It is not anticipated that there will be any problem connected with obtaining a buyer with financial ability to acquire the project land to be offered for sale. The L.P.A. will require limiting conditions as to the financial responsibility of the prospective purchaser, which will in turn eliminate purchasers unable to redevelop purchased property according to the Redevelopment Plan of the L.P.A.

R 364 Parcels of land to be disposed of for limited special purposes not essential to project feasibility.

There are no parcels in the project area that are to be disposed of for special purposes except as set forth in this plan. The City of Saint Paul will require certain portions of land for the continuation of Shepard Road. The balance of the property shall be sold for heavy industrial uses. Therefore there are no alternate uses.

R 365 The L.P.A* will make no restrictions on the sale of land because of race, creed, color or national origin. All conveyances and leases by the L.P.A.* shall contain a covenant running with the land and forever binding on the grantee, his successors, heirs, representatives and assigns, that no discrimination and/or segregation against any persons or groups on account of race, creed, religion, national origin or ancestry, shall be practised or tolerated in connection with the sale, lease, sub-lease, transfer, use or occupancy of such land and/or its development, and that, in the event of any breach of such covenant, a legal or equitable action to enforce such covenant or to obtain damages for its breach may be brought by the Authority or its successors or successors any person or persons segregated and/or discriminated against in violation of the covenant.

* The term L.P.A.* means, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Page 7 missing

DRAFT

Coordinate member system

**CONTRACT FOR NEGOTIATED SALE OF
REDEVELOPMENT LANDS FOR PUBLIC USE**

THIS AGREEMENT, entered into on the _____ day of _____, 1961, between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic, organized and existing under the laws of the State of Minnesota, hereinafter referred to as the "Authority", and the Port Authority of the City of Saint Paul, Minnesota, a public body corporate and politic, organized and existing under the laws of the State of Minnesota, hereinafter referred to as the "Redeveloper".

RECITALS

WHEREAS, The Authority pursuant to the Federal Housing Act of 1949, as amended, (42 U.S.C.A. Section 1440, et. seq.) and Chapter 487 Laws of Minnesota 1947, as amended (M.S.A. 462.411 et seq.) has heretofore entered into a loan and grant contract with the United States of America whereby the United States of America has undertaken to provide and has provided substantial aid and assistance for the purposes of undertaking program to eliminate slum and blighted areas in the City of Saint Paul, Minnesota, hereinafter referred to "City"; and

WHEREAS, pursuant to the aforementioned loan and grant contract and the aforesaid Federal and State laws the Authority adopted and the City Council approved the Redevelopment Plan known as the "Upper Levee Renewal Project Minn. R-3" located in said City in an area lying generally northeasterly of Shepard Road and bounded by said road and Wilkin Street, Spring Street, Washington Street and Elm Street, the exact boundaries and limits of which are described and set forth in Schedule "A", attached hereto and made a part hereof, which said/^{area}as referred to hereinafter as "Project Area;" and

WHEREAS, the lawfully approved Redevelopment Plan now in effect in the City of Saint Paul, Minnesota, providing for the clearance of project areas and its sale after clearance for redevelopment in accordance with said Redevelopment Plan; and

WHEREAS, the Redeveloper pursuant to Chapter 812 Laws of Minnesota 1957, (M.S.A. 458.192 et seq) by its Resolution No. 123 dated August 9, 1960, created an industrial development district within the City of Saint Paul, Minnesota, in an area lying generally south and west of the Mississippi River and generally north and east of said river, the exact boundaries and limits of which are described in and set forth in Schedule "B", attached hereto and hereinafter referred to as the "Industrial Development District"; and

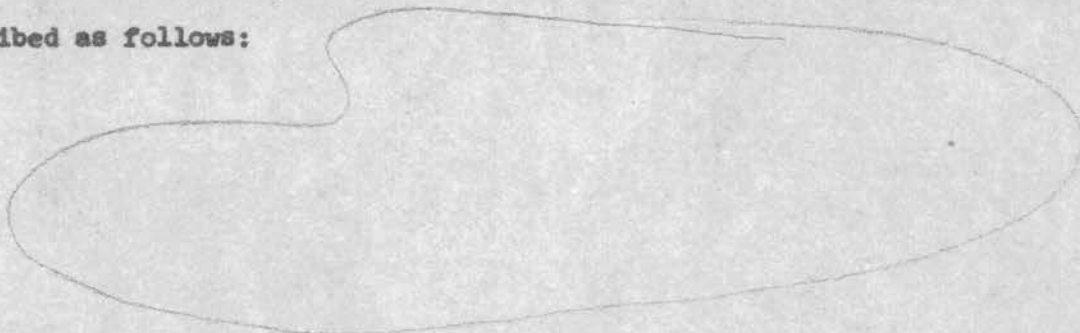
WHEREAS, the creation of the Industrial Development District was for the purpose of establishing and developing a system of river improvements and industrial developments in said City; and

WHEREAS, the Project Area lies within the Industrial Development District and is not now devoted to industrial uses but is necessary to industrial development within the Industrial Development District; and

WHEREAS, the Authority has determined that the sale of project land redevelopment in accordance with the conditions and limitations provided for in the Redevelopment Plan would carry out to fulfill the objectives of the aforementioned loan and grant contract, be in the best interests of the City and promote the health, safety, morales and welfare of its residents; and

WHEREAS, the Redeveloper has determined that the purchase of project land for redevelopment in accordance with conditions and limitations provided for in the Redevelopment Plan would be proper, desirable and necessary in establishing and developing a system of harbor and river improvements and industrial developments in the Industrial Development District; and

WHEREAS, the Redeveloper has offered to purchase that part of the Project Area described as follows:



hereinafter referred to as the "Property" to redevelop the Property solely in accordance with the uses specified in the Redevelopment Plan and substantially in the manner set forth in the Redeveloper's Proposal submitted with this Offer for the acquisition of the Property, which Proposal is set forth in full and Schedule "C" attached hereto and made a part hereof; and

WHEREAS, in view of the foregoing of the undertakings and representations of the Redeveloper pursuant to this Agreement, the Authority is willing to sell the Property to the Redeveloper to permit its redevelopment in accordance with the Redevelopment Plan, this Agreement, and the Proposal submitted by the Redeveloper in support of his Offer for the acquisition of the Property.

NOW THEREFORE, in consideration of the purchase price hereinafter stated each of the parties hereto does covenant and agree as follows:

ARTICLE I

GENERAL TERMS OF CONVEYANCE OF PROPERTY

1. (a) Subject to all the terms, covenants and conditions of this Agreement, the Authority will convey Property to the Redeveloper, payment in full by the Redeveloper, which payment the Redeveloper hereby agrees to make ~~of the purchase price~~ in the amount of _____ per square foot, of land included in the Property hereinbefore described containing approximately _____ acres and approximately _____ square feet, more or less, as finally determined by a survey furnished by Thomas Welch, Surveyor; the Redeveloper has deposited the sum of _____ Dollars with the Authority, receipt of which is hereby acknowledged, which amount will be held by the Authority as security in payment of full purchase price and which amount shall apply on the full purchase price of the Property.

(b) The Authority will convey Title by quitclaim deed to the Redeveloper. Such grants, and titles shall be subject to all the terms, covenants and restrictions of the legal or equitable and whether in the form of servitudes, restrictive covenants, limitations on use or such restrictions as are set forth or referred to in this Agreement. In addition conveyance of title herein shall be subject to:

(1) easements for public streets, utilities including but not limited to sewer and water utilities and such other easements or rights-of-way as are designated approximately in the Redevelopment Plan or as may be provided for by any duly constituted agency or department of the City.

(2) reservations to the State of Minnesota in trust for the taxing district concerned of minerals and mineral rights in those portions of the Property, the Title to which may have at any time heretofore been vested in the State of Minnesota.

(3) such conditions, covenants and restrictions running with the land as shall be imposed thereon by Deed of Conveyance.

(4) building and zoning laws, ordinances, state and federal laws and regulations and easement of records, if any.

(c) The Authority hereby agrees to furnish the Redeveloper within sixty (60) days after the date of this Agreement a Certificate of Title to the Property as provided under the Torrens Act, and being understood that such time shall be extended in the event the Authority is delayed in obtaining the vacation of streets and alleys on the Property as provided in the Redevelopment Plan by reasons beyond the control of the Authority. The Redeveloper shall be allowed sixty (60) days after receipt thereof to examine the Title and to make any objections thereto, said objections to be made in writing and ^{delivered} ~~delivered~~ to the office of the Authority within the time set herein. Objections not made within said sixty (60) days period shall be deemed to be waived. If, upon examination, Title to the Property or any part thereof is found not to be good and marketable; if after the receipt of such report, the Title to said Property can, within sixty (60) days, be made good and marketable, Title shall be corrected at the expense of the Authority and the conveyance made within said sixty (60) day period. But if, however, the Authority's Title be found not good and marketable, and if they further establish that said Title cannot be

^{within}
corrected ~~than~~ the aforesaid sixty (60) day period from the date of receipt of written objections thereto, in that event, this Agreement shall be void; neither party hereto shall be liable for damages hereunto the other party and all monies paid by the Redeveloper shall be refunded by the Authority without interest.

(d) If the Authority's Title is good and marketable, the Redeveloper shall pay to the Authority the full purchase price of the Property less such amounts heretofore paid hereunder upon the delivery by the Authority of the Deed to said Property. Said conveyance shall be made at 60 East Fourth Street, Saint Paul, Minnesota, or such other place as may be designated in writing by the Authority to the Redeveloper no later than one hundred twenty (120) days from the date of this Agreement. The Redeveloper hereby agrees to accept such conveyance and pay the Authority at the aforesaid time and place the purchase price in full in cash.

(e) In the event the Redeveloper fails to purchase the Property within the time hereinbefore provided for, and in the event the Redeveloper shall fail to cure its default after thirty (30) days written demand therefore, then the Authority may terminate this Agreement and retain the deposit as and for liquidated damages.

ARTICLE III

PREPARATION OF LAND FOR REDEVELOPMENT

2. (a) The Authority shall, prior to conveyance of the Property and without expense to the Redeveloper, prepare the Property for the purposes of redevelopment thereof by the Redeveloper. Such preparation shall consist of:

(1) Demolition, removal to grade of all existing buildings, structures and obstructions on the Property including the removal of any debris resulting from such demolition.

(2) The removal (by the Authority or by appropriate public bodies or public utilities) of all paving (including all curbs and gutters), sidewalks and utility lines, installation of facilities and related equipment within or on the Property which are to be eliminated or removed pursuant to the Redevelopment Plan; Provided, however, that the Authority shall not be responsible for the removal of paving, curbs, gutters, walls, floors or debris resulting from the demolition of structures as may remain

^{below} before the surface of the ^{rough} ground nor shall the Authority be responsible for the removal of trees, shrubs or other natural growth.

(3) Such filling, ^{rough} grading and leveling of the land (but not including topsoil and landscaping) as shall be necessary to make it ready for construction of improvements to be made thereof by the Redeveloper, being intended that such filling, grading, and leveling ^{shall be made, as material is available} conform generally to the respective surface elevation of the land prior to the demolition of the building and structures thereon.

Property in relation to Shepard Road.

(b) The Authority shall, without expense to the Redeveloper or public assessment against the Property prior to the completion of the improvements as herein-after defined or at such earlier time or times as shall be necessary or expedient to enable the Redeveloper to construct or complete the improvements in accordance with this Agreement, provide and secure:

(1) Paving and improving by the Authority itself or by the City in accordance with the usual technical specifications by the standards of the City of such streets and street lighting and sidewalks and such public rights-of-way as are to be provided pursuant to the Redevelopment Plan;

(i) The installation and relocation (by the Authority itself or by appropriate public bodies or public utility companies) of such sewer, drains, water and gas distribution lines and electric telephone and telegraph installations (exclusive in each case of house or building service lines) as are to be installed or relocated pursuant to the Redevelopment Plan; and ^{certain} sewer installations ^{indicated in the Redevelopment Plan to be abandoned may remain operative as private sewer}

(ii) Vacating of present streets, alleys and other public rights-of-ways and plats and dedication of new streets and alleys and other public rights-of-ways in the Project Area and the rezoning of such area if necessary in accordance with the Redevelopment Plan; provided, that the Redeveloper will, upon request by the Authority, subscribe to and join with the Authority in any petitions or proceedings required for such vacations and rezonings.

ARTICLE III

IMPROVEMENTS BY THE REDEVELOPER

3. (a) The Redeveloper may, if determined to be in the public interest, construct

at the request of the Redeveloper within thirty (30) days following the date of the contract and:

(d) The Redeveloper in letting of any contracts for the construction of improvements upon the Property, shall require of any such contractor, Completion and Performance Bonds in the full amount of such contracts naming the Redeveloper and the Authority as obligees thereof protecting the Redeveloper and the Authority against any loss resulting from default by said contractor of any of the terms or conditions of his Contract, and protecting the Redeveloper, the Authority and the Property against any and all liens or claims arising out of said construction or improvements upon the Property. All such Completion and Performance Bonds shall be executed by a responsible corporate surety listed in the current U.S. Treasury Department Circular 570.

ARTICLE IV

SALE BY REDEVELOPER

4. (a) The Redeveloper may sell the Property or any portion thereof for redevelopment for industrial use pursuant to the provisions of Minnesota Statutes, Section 458.196. Prior to the execution of any Contract for sale of the Property or any part thereof, the Redeveloper shall require the prospective purchaser to submit plans and specifications for development of the Property. All such Contracts of Sale shall be substantially in the form of Exhibit "Schedule C" hereto attached. The Redeveloper shall submit the ^{preliminary} plans and specifications ^{and narrative description of the use proposed} for development, the proposed Contract of Sale and Deed of Conveyance to the Authority for its determination that the same carry out the purposes and requirements of the Redevelopment Plan. The Authority shall accept the written approval of said documents by the Redeveloper as conclusive evidence that the purposes and requirements of the Industrial Development District Act - have been complied with. No such sale shall be made without prior written approval of the Authority. The Authority may waive any provision of Exhibit "Schedule C" when, in its sole discretion, it determines such provision to be unnecessary to the fulfillment of the requirements of the Redevelopment Plan.

(b) Upon application of the Redeveloper, the Authority may modify the Redevelopment Plan to the extent and in the manner provided by law, when the Redeveloper has certified to the Authority it is necessary and desirable to carry out the purposes or requirements of the Industrial District Development Act. Any such modification of the Redevelopment Plan shall be subject to the approval of the Urban Renewal Administration of the Housing and Home Finance Agency.

(c) In the event the Redeveloper determines to sell the Property or any portion thereof, the Redeveloper shall submit the plans and specifications for redevelopment ^{and narrative description of the rules proposed by the} ~~of a~~ proposed purchaser or purchasers within one (1) year of the date of this Agreement. All ~~Contracts~~ ^{Contracts} of Sale shall require as a condition subsequent ^{hereto} that the purchaser shall commence construction of improvements within one (1) year from the date of his purchase. No extension of time within which to comply with such condition shall be granted by the Redeveloper except upon good cause shown and except with the concurrence of the Authority. The Contracts shall require completion of improvements within four (4) years of the date of this Agreement.

(d) The Redeveloper shall strictly enforce the terms and conditions of all Contracts for Sale and enforce compliance by the purchaser with the Redevelopment Plan. Except as any breach or default by the purchaser relates solely to the provisions of the Industrial District Development Act, the Authority shall have the right to enforce the terms and conditions of the ~~Contract~~ ^{Contracts} of Sales in the event of the Redeveloper's failure to do so. All Contracts shall provide that all covenants therein contained are for the benefit of the Authority and the Redeveloper and shall authorize the Authority to undertake such action, legal or equitable, as may be necessary to enforce the covenants.

5. (a) The Redeveloper agrees for itself, its successors, assigns or lessees that the uses of the Property and the improvement thereof shall be in accordance with the Redevelopment Plan, this Agreement and all applicable State and Local laws and ordinances. The Redeveloper has established and will enforce additional building restrictions which are contained in the ^{Schedule} Exhibit "D" attached hereto and made a part hereof. The parties hereto agree that the redevelopment of the Property shall be accomplished in conformance with the provisions of ^{Schedule} Exhibit "D", the terms of this Agreement, and the Redevelopment Plan and that the same shall be contained in every Contract of Sale or lease made by the Redeveloper and any successor in interest or lessee, ^{and} any such Contract or lease shall contain the terms, conditions and restrictions set forth in said ^{Schedule} Exhibit, the Redevelopment Plan and this Agreement shall be for the benefit of the Authority and the Redeveloper and that the Authority shall have the right to undertake any necessary action, legal or otherwise to enforce the provisions thereof in the event the Redeveloper shall fail to enforce said terms, conditions and restrictions.

Exhibit "D"

(b) Redeveloper agrees for itself, its successors, assigns or lessees that it will devote the Property only to the uses specified in the Redevelopment Plan or as the same may be amended as authorized by law. Subject to the approval of the Authority the Redeveloper may own, redevelop, lease or sell all or a portion of the Property and may reparcel the said Property when determined to be advisable to accomplish the purposes of the Redevelopment Plan and the Industrial Development District.

(c) The Redeveloper agrees that it will diligently undertake to ^{re}develop the property by

(i) constructing improvements upon said Property or any part thereof for the purpose of leasing the same for industrial use; or

(ii) sale of the Property or any portion thereof for ^{re}development for industrial use.

(d) The Redeveloper shall solicit proposals for redevelopment by such methods as it deems to be the most expedient and advantageous and best suited to the prompt accomplishment of the purposes of the Redevelopment Plan. In considering proposals and negotiating Contracts for Sale or lease of the Property or any part thereof, the Redeveloper shall require that construction of improvements shall commence and be completed at the earliest possible time having regard to the method of financing and nature of the improvement. The Redeveloper shall, by written reports submitted quarterly (the first such report to be submitted within ninety (90) days of the date of this Agreement) advise the Authority of efforts undertaken by the Redeveloper to obtain purchasers or lessees for the Property or any part thereof, of the substance of any and all proposals received for redevelopment of said Property or any portion thereof, together with Redeveloper's comments thereon and recommendations.

(e) The Redeveloper agrees that redevelopment of the Property or all portions thereof, shall commence within the time hereinbefore allowed and construction of all improvements shall be completed within four (4) years from the date of the conveyance to the Redeveloper. In the event that the redevelopment of the Property or any portion thereof has not been commenced and completed within the time allowed, the Redeveloper agrees for itself, its successors or assigns, to reconvey the Property or such portion thereof upon which redevelopment has not commenced, to the Authority upon the payment by the Authority to the Redeveloper or its successors and assigns, the amount equal to the purchase price attributable to the Property or any portion thereof plus the cost of any improvements thereon. The Redeveloper agrees that all leases or Contracts for Sale and Deeds of Conveyance shall contain provisions for termination of said lease or reconveyance to the Authority of the Property or any part thereof covered by said instrument in the event that redevelopment has not commenced within the time hereinbefore set forth.

(f) The Redeveloper further agrees for itself, its successors, assigns or lessees of the Property or any part thereof as follows:

(i) That it shall devote the Property wholly to the uses specified in the Redevelopment Plan or as the same may be amended as authorized by law.

(ii) That it will diligently undertake the development of the Property and that the commencement and completion of construction of improvements will be undertaken and concluded within the times hereinbefore allowed.

(iii) No discrimination or segregation against any person or groups of persons on account of race, creed, religion, national origin or ancestry shall be practiced or tolerated in connection with the sale, lease, sub-lease, transfer, use or occupancy of the Property or its development.

(g) Covenants and restrictions set forth in clauses (f), (i), (ii), and (iii) of this Section ⁵3 shall be covenants running with the land and shall be included in the Deed of Conveyance or lease of the Property and all portions thereof. The covenants and restrictions contained in clauses (f), (ii) hereof shall remain in effect perpetually and the covenants contained in clauses (f), (i), ^{and} (ii) hereof shall remain in effect for a period of thirty (30) years from the date hereof and the expiration of such period such agreements and covenants shall terminate. All the aforesaid covenants and restrictions shall be deemed for the benefit of the community at large in addition to constituting a servitude for the benefit of the Project Area, the restrictions and covenants provided for in this Section shall run in favor of the Authority, its successor or assigns for the entire period during which such restrictions and covenants shall be in force and effect. In the event of any breach of any such restriction or covenant the City or the Authority shall have the right to maintain any actions at law or suits in equity to enjoin the breach of any of these covenants or to enforce the restrictions contained in the deed or lease ^{of} any of the land in the Project Area.

6. (a) Promptly after the completion of the improvements in accordance with the provisions of this Agreement the Authority will furnish the Redeveloper, successor or lessee with an appropriate instrument so certified. Such certification by the Authority shall be (and it shall be so provided in the Deed and in the certification itself) inclusive determinations that satisfaction of the covenants and undertakings in this Agreement and in the Deed with respect to the obligations of the Redeveloper

and its successors, assigns or lessees to construct the improvements on the ~~date~~ ^{Property}
~~from the beginning of completion thereof~~; provided, that such certification of
such determination shall not constitute evidence of compliance with or satisfaction
of any obligation of the Redeveloper, its successors, assigns or lessees to the
holders of any bonds, mortgage or an insurer of any mortgage securing money loaned
to finance the improvements or any part thereof.

(b.) In respect to such individual parts or parcels of such Property which the
Redeveloper is authorized by this Agreement to convey or lease, the Authority will
also, upon completion of improvements relating to any such part or parcel and
providing the Redeveloper is not in default with respect to any of its obligations
under this Agreement, certify to the Redeveloper, successor, assign or lessee that
such improvements have been made in accordance with the provisions of this Agreement.
Such certification shall mean and provide:

(1.) That any party purchasing or leasing such individual part or parcels pur-
suant to the authorization herein contained shall not (because of such purchase or
lease) incur any obligation in respect to the construction of the improvements
relating to such part or parcel except and to the extent that such party shall
have undertaken such obligation with the Redeveloper in the Contract to Purchase
or lease, or to any part or parcel of the Property; and

(2.) That neither the Authority nor any other party shall thereafter have or
be entitled to exercise with respect to the lease hold interest) any rights or
remedies or controls that may otherwise have or be entitled to exercise with
respect to the Property as a result of default in or breach of any provisions of
this Agreement or the Deed by the Redeveloper or any successor in interest or
assign, unless:

(1.) Such default or breach is by the purchaser or lessee, or any successor
in interest or assign of, or to such individual part or parcels with respect to the
covenants contained and referred to in Section 3 (f) of this Agreement.

(11.) The right, remedy, or control relate to such default or breach.

(c) All certifications provided for ^{within} when this Section shall be in such form as

will enable them to be recorded in the office of the Registrar of Titles in and for Ramsey County, Minnesota. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Authority shall, within ninety (90) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper, his successors, assigns or lessees has failed to complete the improvements in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts ^{that} ~~it~~ will be necessary, in the opinion of the Authority, for the Redeveloper, its successors, assigns or lessees to take or perform in order to obtain such certification.

ASSIGNMENT PROVISIONS

7. In the event of a sale or lease of the Project lands or any part thereof prior to the completion of the improvements thereon the consideration payable for said sale by the transferee or the rental reserved in the case of a lease, computed on the basis of a projected ten year term, shall not exceed an amount representing the purchase price (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof or the interest therein transferred), the cost of improvement thereon, if any, and an amount equal to ten percent of the purchase price or rental reserved as projected on a ten year term to cover the administrative expenses of the Redeveloper; it being the intent of this provision to preclude assignment of this Agreement or transfer of property (or any parts thereof for profit prior to the completion of the improvements and to provide in the event of any such assignment, transfer or lease, the Authority shall be entitled to increase the original purchase price to the Redeveloper of the Property provided for in Section 1 of this Agreement by the amount of consideration payable for the assignment or projected ten year rental is in excess of the amount authorized in this paragraph, and such consideration shall, to the extent it is in excess of the amount so authorized, belong and be paid to the Authority. Any portion of rental reserved by

the Redeveloper in a lease of project Property or any part thereof which is attributable to the rental of the riparian rights owned by the Redeveloper shall be excluded in the determining of amount of rental reserved on a projected ten year term.

MISCELLANEOUS PROVISIONS

Section _____ No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper and his successor in interest in the event of any default or breach by the Authority or for any amount to become due to the Redeveloper or successor or any obligation under the terms of this Agreement.

Section _____ The notice of communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

1. In the case of a notice to the Redeveloper, it is addressed as follows: Port Authority, City of Saint Paul, Minnesota, 60 East Fourth Street, Saint Paul 1, Minnesota, and

ii. In the case of a notice of communication to the Authority, is addressed as follows: Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, 60 East Fourth Street, Saint Paul 1, Minnesota, or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing, dispatched as provided in this Section.

October 20, 1960

L. J. Thompson

M. D. Anderson

Disposition Procedures
Upper Levee Project

We have completed our review of the Disposition Procedures as forwarded to us by our General Counsel on September 23, 1960. I follow with our comments regarding these procedures:

1. The procedures assume that the land is to be sold by negotiation to parties who submit proposals to redevelop parcels in this project area. They are not tailored to specifically fit a direct sale to the Port Authority of the entire Upper Levee Project.
2. On page 2 of the Information sheet and page 1 of the Instruction sheet, Item No. 9A is not complete and should say "Upper Levee Urban Renewal Plan, Minn. R-3".
3. Item No. 5 on page 2 of the Information sheet, states that we will furnish individual parcel maps at a scale of 1" to 100'. This should be revised to state that the maps will be at a scale of 1"=50'.
4. Item No. 6 in the Instructions refers to a pamphlet illustrating the effect of building density restrictions. To my knowledge, we have no such pamphlet and the Redeveloper should refer to the restrictions in the Redevelopment Plan entitled "Major Building Requirements".
5. Item No. 7 (B) (6) (a) of the Instructions, refers to the size of the site plan. This should be revised to a scale of 50' to one inch, to coincide with our Parcelization Map and the scale that will be used on our Property Line Map.
6. Item No. 7 (B) (6) (a) (5), refers to a number of the parcel for which a proposal is being made. We propose to have the Property Line Map prepared on the basis of a single parcel encompassing the entire project.
7. The last paragraph of Item No. 7 of the Instructions, (page 5) states that the Authority shall keep two complete sets of the documents submitted by the Redeveloper. Generally speaking, we require five sets of the documents.

October 20, 1960

8. Item No. 13 of the Instructions, obligates the Redeveloper to commence improvements within 6 to 12 months from the date of the Deed of Conveyance. The Port Authority would never agree to any such provision and, although they would attempt to commence improvements as soon as possible, Mr. Kinvig states that it may take 6 months or it may take five years to find a suitable lessee.
9. Item No. 1 of the Offer to Purchase (page 2) should be revised to state that the general plan should be drawn at a scale of 50' to 1".

Since I do not know if it is the Authority's intention to sell the land to the Port Authority without considering any other possible developers, it is impossible to review the documents completely until this determination has been made.

If you wish any further review of these procedures, please let me know.

kam
cc;BBC
files