



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

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attach a Form of Deed as "EXHIBIT C"
appr. Encl B
Boundary Encl A

CONTRACT FOR NEGOTIATED SALE OF REDEVELOPMENT LANDS
IN CONTROLLED AREAS

THIS AGREEMENT, made and entered into as of the *28th* day of June, 1961 ✓
by and 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
Jerome Kelley, an individual, ✓
hereinafter referred to as the "Redeveloper".

RECITALS

WHEREAS, in furtherance of the objectives of Public Law 171, passed by
the 81st Congress of the United States, as amended (U.S.C.A. Title 42, Section 1440
et seq.), and of Chapter 487, Laws Minnesota 1947, as amended (M.S.A. 462.411, et
seq.), the Authority has undertaken a program of clearance and reconstruction of
slum and blighted areas in the City of Saint Paul, Minnesota, hereinafter referred
to as the "City", and in this connection has undertaken a project, sometimes known
as "Western Redevelopment Project, U.R. Minn. 1-2", located in the area of the City
of Saint Paul lying generally West of Rice Street and North of Rondo Avenue, the
exact boundary line description of which area is set forth in Exhibit A, attached
hereto and made a part hereof, which area is herein called the "Project Area," and

WHEREAS, the Authority has prepared and on March 6, 1957, adopted a plan
known as REDEVELOPMENT PLAN FOR THE WESTERN REDEVELOPMENT PROJECT, U.R. MINN. 1-2,
WEST OF THE MINNESOTA STATE CAPITOL, REVISED FEBRUARY, 1957, and the City, acting
through its Common Council, has by Resolution approved said Plan on April 2, 1957
(Council File No. 182121), said Plan providing for the clearance and redevelopment
of the Project Area and the future uses of the land comprising such Area, and

WHEREAS, in order to enable the Authority to achieve the objectives of
the Redevelopment Plan, and particularly to make the land in the Project Area avail-
able (after acquisition and clearance by the Authority) for redevelopment by private
enterprises for the uses specified in the Redevelopment Plan, both the Federal Govern-
ment and the City have undertaken to provide and have provided substantial aid and
assistance to the Authority through a Contract for Loan and Capital grant, dated
March 2, 1953, in the case of the Federal Government, and

WHEREAS, the Redeveloper has offered to purchase the property within the
controlled area of said project described as follows:

*The North seven (7) feet of Lot Seventeen (17), Auditor's
Subdivision No. 6, and the North seven (7) feet of
Lot Eighteen (18), Auditor's Subdivision No. 6, except the
North one (1) foot thereof. -1-* ✓

hereinafter referred to as the "Property", and to redevelop said property for the use as specified in the Redevelopment Plan, more particularly in accordance with the Redeveloper's Proposal which is Exhibit B to the Contract and which improvements of the property shall conform to provisions of the Redevelopment Plan for said project area as modified, and

WHEREAS, the Authority believes the use of the property as proposed and the fulfillment generally of this Agreement and the intentions set forth herein are in the vital and best interests of the City of the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and Federal laws and requirements under which the Western Redevelopment Area, Project U. R. Minn. 1-2 has been undertaken and is being assisted, and

WHEREAS, the Redeveloper has submitted evidence satisfactory to the Authority that the Redeveloper has the qualifications and financial responsibility necessary to undertake the obligations provided in this Agreement, and

WHEREAS, the Authority, upon the basis of the foregoing and the undertakings of the Redeveloper pursuant to this Agreement is willing to sell the Property to the Redeveloper and to do so at a price permitting its redevelopment in accordance with the provisions of the Redevelopment Plan and the plans and proposals submitted by the Redeveloper and attached hereto as Exhibit B,

NOW, THEREFORE, each of the parties hereto, in consideration of the purchase price hereinafter stated, and in consideration of the mutual covenants and agreements herein contained, does hereby 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 the Property to the Redeveloper upon the payment in full by the Redeveloper, which payment the Redeveloper hereby agrees to make, of the purchase price in the amount *Five Hundred Twelve and 50/100 Dollars (\$512.50).*

(b) The Authority shall convey title to the Property to the Redeveloper by quitclaim deed in the form attached hereto as Exhibit C, free and clear of all reservations, encumbrances and exceptions except as follows:

(1) Easements for public streets, sewer and water system, and such other easements or rights-of-way as are designated approximately in the Redevelopment Plan, Project U. R. Minn. 1-2.

(2) Reservation to the State of Minnesota in trust for the taxing districts concerned of minerals and mineral rights in those portions of the Property the title to which may have at any time heretofore been forfeited to the State of Minnesota for nonpayment of real estate taxes,

(3) Such covenants and restrictions running with the land as shall be imposed thereon by the Deed of Conveyance of Land for Redevelopment, which is attached hereto as Exhibit C.

(4) The terms and conditions of this contract.

(c) The Authority has registered the title to the above described Property under the Torrens Act and will, within ten (10) days from the date of the Agreement, furnish the Redeveloper with a Registered Property Certificate issued by a qualified abstractor showing the condition of the title to the Property. The Redeveloper shall have fifteen (15) days thereafter to examine the said title and report to the Authority. If title to the Property or any part thereof is not found to be good and marketable in the Authority, but can be made good and marketable within forty-five (45) days after the receipt of such report, the title shall be corrected at the expense of the Authority and conveyance made within said forty-five (45) day period. If the Authority's title is found not to be good and marketable and cannot be corrected within the aforesaid period, then, and in that event, this Agreement shall be void and all payments made hereunder shall be refunded to the Redeveloper. If the Authority's title is good and marketable, conveyance shall be made as hereinabove specified upon payment by the Redeveloper of the purchase price specified in Section 1 hereof within sixty (60) days after the date of this Contract.

(d) In the event the Redeveloper shall fail to pay the full purchase price of the Property within the time stipulated, the Authority shall serve a notice of demand for payment and tender of delivery of deed upon the Redeveloper, and if such purchase price is not paid in full within thirty (30) days after the service of such notice of demand, the Authority may, at its option, declare this Agreement terminated. In the event the Authority exercises its option to declare the Agreement terminated, the Redeveloper shall be liable for ten per cent (10%) of the agreed purchase price of the Property as and for liquidated damages for the breach of this contract.

(c) The Redeveloper shall, from the date of execution of this Agreement, be permitted free access to the Property for the purpose of inspection, survey, test borings, or other work preliminary to the initiation of construction work thereon, but the Redeveloper shall be entitled to take full possession of the Property and to commence grading, excavating, and construction work only upon payment of the full purchase price as aforesaid and the execution and delivery to the Redevelopers of the aforesaid Deed of Conveyance of the Property. Any preliminary work undertaken upon the Property prior to the execution of said Deed of Conveyance shall be at the sole risk and expense of the Redeveloper, and the Redeveloper shall save and protect the Authority against any lienable claims against the Property resulting from such preliminary work.

(f) Upon conveyance of the Property by the Authority to the Redeveloper, the Authority shall save and protect the Redeveloper against liability for real estate taxes upon the Property assessed for the year in which title is conveyed to the Redeveloper if such conveyance is made on or after May 1. The Redeveloper shall pay prior to the time such taxes may become delinquent, all real estate taxes assessed against the Property for the year in which conveyance of the Property is made to the Redeveloper if such conveyance is made prior to May 1, and for all real estate taxes assessed for years subsequent to the year in which such conveyance is made.

ARTICLE II - 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 purposes of redevelopment and construction of the improvements by the Redeveloper. Such preparation shall consist of:

(1) The demolition and removal of any existing buildings, structures and obstructions on the Property, including the removal of any debris resulting from such demolition. The Authority shall not be responsible for the removal from the Property of trees, shrubs, or other natural growth, or for the removal of retaining walls or of basement walls and floors, and of such debris resulting from demolition of structures as may remain below the surface of the ground.

(2) The removal (by the Authority or by appropriate public bodies or public utility companies) of all paving (including curbs and gutters), sidewalks and utility lines within or on the Property which are to be eliminated or removed pursuant to the Redevelopment Plan.

(3) Such filling, grading and leveling of the land (but not including top soil or landscaping)) as shall be necessary to make it ready for construction of the improvements (it being intended that such filling, grading and leveling shall conform generally to the respective surface elevation of the land prior to demolition of the buildings and structures thereof).

(4) All costs of preparation of the land for redevelopment shall be borne by the Authority or by the appropriate public bodies or public utility companies, and any income or salvage received therefrom shall belong to the Authority.

(b) The Authority shall, without expense to the Redeveloper or public assessment against the Property, and prior to the completion of the improvements (or at such earlier time or times as may reasonably be necessary to enable the Redeveloper to construct or complete the improvements in accordance with the provisions of this Agreement), be responsible for:

(1) The provisions by the Authority or by the City, in accordance with the usual technical specifications and standards of the City, of the paving and improving of such streets (including the installation of curbs, gutters and catch basins and the removal of trees and shrubs), and of street lighting and sidewalks in such public rights-of-way as are to be provided pursuant to the Redevelopment Plan and as are reasonably necessary for the completion and ultimate use of the improvements to be constructed on the Property by the Redeveloper.

(2) The installation and relocation (by the Authority or by appropriate public bodies or public utility companies) of such sewers, drains, water and gas distribution lines, and electric, telephone and telegraph installation (exclusive in each case of house or building service lines) as are to be provided pursuant to the Redevelopment Plan.

(3) Securing the vacation of present streets, alleys and other public rights-of-way and plats and the dedication of new streets, alleys, and other public rights-of-way in the Project Area, and the rezoning of such Area in accordance with the Redevelopment Plan; provided that the Redeveloper shall, upon request by the Authority, subscribe to and join with the Authority in any petitions or proceedings required for such vacations, dedications or rezoning of any portion of the Project Area.

(c) The Redeveloper shall, at his expense, install or arrange for the installation of all water, sewer, gas, electric and other utility lines or connections which may be required upon the Property, including connections into utilities in public streets, and shall indemnify the Authority against assessments by the City or any of its subdivisions, or by any utility company arising out of the removal or relocation or the installation of utility lines and connections required by the development activities of the Redeveloper.

ARTICLE III - Improvements

3. Covenants Running with the Land.

(a) The Redeveloper agrees for himself, his successors, heirs and assigns of the Property or of any part thereof, as follows:

(1) That they shall devote the Property only to the uses specified in the Redevelopment Plan as heretofore amended, or as said Plan may hereafter be amended as authorized by law.

(2) That the Redeveloper will use the Property as a ^{commercial site} ~~residence site~~ and *as an extension of his present retail automobile sales lot* and shall make such improvements as shall be in accordance with the Redevelopment Plan, conveyance of the Property, undertake the described improvements which shall be completed within two years from the date of conveyance. ✓

(3) That he shall make no changes in the improvements upon said Property

that are not in full conformity with the Redevelopment Plan as amended.

(4) That 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, sublease, transfer, use or occupancy of the Property or its development, and that in the event of the breach of any 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 assigns, or by any person or persons segregated or discriminated against in violation of the covenant. The Authority covenants and agrees that a like covenant shall be included in the Deed of Conveyance or lease of all other tracts of land which have been sold or may hereafter be sold within the Western Redevelopment Area, Project U.R. Minn. 1-2.

(b) It is intended and agreed, and the deed to the Redeveloper of the Property shall so expressly provide, that the agreements and covenants provided in this Section 3 of this Agreement shall be covenants running with the land and that they shall, in any event and except only as otherwise specifically provided in this Agreement, be binding to the fullest extent permitted by law, on all successors in interest to the Redeveloper. It is further intended and agreed that such agreements and covenants shall remain in effect for a period of forty (40) years from the date of final approval of the Redevelopment Plan by the Common Council of the City of Saint Paul, provided, however, that the agreements and covenants provided in Clauses (1), (3) and (4) of this Section 3 of this Agreement shall be binding upon the Redeveloper himself, and each successor in interest, respectively, only during such period as they shall have title to or an interest in the Property or part thereof.

(c) The Authority shall (both in its own right and also for the purposes of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such agreements and covenants have herein been provided for) be deemed a beneficiary of the agreements and covenants provided in this Section 3, and such agreements and covenants shall (and the deed to the Redeveloper of the Property shall so state) run in favor of the Authority, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Authority is or remains an owner of any land or interest therein to which such agreements and covenants relate. As such beneficiary, the Authority shall have the right in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceeding to enforce the curing of such breach of agreement or covenant, to which beneficiaries of such agreement or covenant may be entitled.

ARTICLE IV - Assignment and Speculation

4. The Redeveloper represents and agrees that his purchase of the Property, and his other undertakings pursuant to this Agreement, are and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that in view of (1) the importance of the redevelopment of the Property to the general health and welfare of the community (2) the substantial subsidy aids that have been made available by the Federal and local governments for the purpose of making such redevelopment possible and (3) the fact that a transfer of the interest in the Property of the Redeveloper or of a substantial part thereof is for a practical purpose a transfer or disposition of the Property then owned by the Redeveloper, the qualifications and identity of the Redeveloper are of particular concern of the community and the Authority. The Redeveloper further recognizes that it is because of such qualifications and identity that the Authority is entering into this Agreement with the Redeveloper, and in so doing, is willing to accept and rely on his personal obligation of the Redeveloper for the faithful performance of all obligations and covenants hereby by him to be performed in lieu of any surety bond and a similar undertaking. The Redeveloper, therefore, agrees that:

(a) Prior to completion of the improvements as certified by the Authority, there shall be no transfer by any party having an interest therein, nor shall any such owner suffer any such transfer to be made without the approval of the Authority. With respect to this provision, the Redeveloper represents that no other persons will have any interest with him in this Property.

(b) Except only:

(1) By way of security for the purposes of obtaining financing necessary to enable the Redeveloper to perform his obligations with respect to making the improvements under this Agreement, and

(2) As to any individual parts or parcels of the Property on which the improvements to be constructed thereon have been completed, and which, by the terms of the Redevelopment Plan and this Agreement, the Redeveloper is authorized to convey or lease as such improvements are completed, the Redeveloper represents that he has not made or created, and agrees that he will not, prior to the proper completion of the improvements, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance or lease, or any trust or power, in or with respect to this Agreement or the Property, or any parts thereof, or any interests therein, or any contract or agreement to do any of the same, without the prior written approval of the Authority.

(c) The Authority, as conditions to the granting of written approval of any such sale, assignment, conveyance, lease, or trust or power, shall have

the right to require that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this agreement by the Redeveloper (or, in the event the transfer is or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing, shall, for itself and its successors and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of the Redeveloper under this Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part).

(3) There has been submitted to the Authority for review, and the Authority has approved all instruments and other legal documents involved in effecting transfer.

(4) The consideration paid or payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof transferred) and the improvements, if any, theretofore made thereon by it, it being the intent of this provision to preclude assignment of this Agreement or transfer of the Property (or any parts thereof other than those referred to in clause (c) (2) of this section) for profit prior to the completion of the improvements and to provide that in the event any such assignment or transfer is made (and is not cancelled), the Authority shall be entitled to increase the purchase price to the Redeveloper of the Property provided in Section 1 of this Agreement by the amount that the consideration paid or payable to the Redeveloper for the assignment or transfer is in excess of the amount authorized in this paragraph.

(5) The Redeveloper and his transferee shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Federal, State and local laws and regulations hereinabove referred to and the Redevelopment Plan.

Provided, that in the absence of specific written agreement by the Authority to the contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve the Redeveloper or any other person bound in any way by this Agreement or otherwise with respect to the making of the improvements, from any of its obligations with respect thereto.

ARTICLE V - Remedies

5. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party thereto or its successors, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. If such default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

6. In the event that the Authority does not (1) tender conveyance of the Property, or (2) deliver possession thereof, in the manner and condition, and by the date, provided in this Agreement, and any such failure shall not be cured within thirty (30) days after written demand by the Redeveloper, then this Agreement, and any rights of the Authority therein, or arising therefrom, with respect to the Redeveloper, shall at the option of the Redeveloper, be cancelled, and the Redeveloper shall be entitled to a return of any deposit or payment theretofore made toward the purchase price of the Property, and neither the Authority nor the Redeveloper shall have any further rights or liability to the other under this Agreement.

7. In the event that:

(a) The Redeveloper does not take title to, and pay the balance of the purchase price for the Property upon proper proffer of conveyance by the Authority pursuant to this Agreement, and any such failure shall not be cured within thirty (30) days after written demand by the Authority, or

(b) Prior to conveyance of the Property to the Redeveloper, and in violation of this Agreement:

(1) The Redeveloper assigns or attempts to assign this Agreement or any rights therein or in the Property, or

(2) There is any transfer or purported transfer of ownership by the Redeveloper, then this Agreement and any rights of the Redeveloper, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Authority or the Property, shall, at the option of the Authority, be terminated by the Authority, in which event the deposit shall be retained by the Authority as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper nor the Authority shall have any further rights or liability to the other under this Agreement.

8. In the event that:

(a) Subsequent to conveyance of the Property to the Redeveloper and prior

to completion of the improvements as certified by the Authority hereunder:

(1) The Redeveloper shall default in his obligation with respect to the beginning and completion of construction of the improvements, or shall abandon construction work, and any such default or abandonment shall not be cured or remedied within six months after written demand by the Authority to the Redeveloper so to do, or

(2) The Redeveloper shall fail to pay real estate taxes or assessment on the Property when due, or shall place any encumbrance or lien unauthorized by this Agreement on the Property, or shall suffer any levy or attachment to be made, or any materialmen's or mechanic's lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged within thirty (30) days after written demand by the Authority to the Redeveloper so to do, or

(3) There is any transfer or purported transfer of ownership by the Redeveloper in violation of this Agreement, and such violation shall not be cured within thirty (30) days after written demand by the Authority to the Redeveloper so to do, the Redeveloper shall, at the written demand of the Authority and by quitclaim deed, reconvey the Property to the Authority without further consideration (i.e., other than presently provided by or under this Agreement), and the Authority shall have the right to reenter and take possession of the Property either before or after such conveyance.

(b) Any such obligation and any reconveyance resulting therefrom:

(1) Shall be subject always to and limited by any mortgage liens authorized by this Agreement in existence at the time of the reconveyance and any rights or interests provided in this Agreement for the protection of the holders of mortgages and their successors in interest, and

(2) Shall not apply to parts or parcels of the Property on which the improvements to be constructed thereon have been completed and which have, pursuant to authorization contained in the Redevelopment Plan and this Agreement, been sold, conveyed or leased to other parties. In the event the Redeveloper shall fail to reconvey as herein set forth within thirty (30) days after the date of the written demand by the Authority, then failure to so reconvey shall be considered a breach of condition upon which the Property was originally conveyed to the Redeveloper and title to the Property shall (except for such parts and parcels and subject to such mortgage liens as hereinabove provided) revert to the Authority, and the Authority shall have the right to institute such actions or proceedings as it may deem desirable, including, but not limited to, proceedings to obtain possession, and the payment of all damages, expenses and costs.

(c) In the event the Redeveloper reconveys the Property or any part thereof, or title thereto shall revert, to the Authority in accordance with the provisions of this Agreement, the Authority shall, pursuant to its responsibilities under the Federal, State and local laws and regulations hereinabove referred to, use its best efforts to resell the Property as soon and in such manner as the Authority shall find feasible and consistent with the objectives of the Redevelopment Plan to a qualified and responsible party (as determined by the Authority) who will assume an obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Authority and in accordance with the uses specified in the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof shall be applied,

first, to reimburse the Authority, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Authority, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property, all taxes, assessments, and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Authority, an amount equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt) any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property at the time of reversion of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, any expenditures made, or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property, and any amounts otherwise owing the Authority by the Redeveloper, and

second, to reimburse the Redeveloper up to the amount equal to (1) the sum of the purchase price paid by the Redeveloper to the Authority for the Property and the cash actually invested by the Redeveloper in making any of the improvements, less (2) any profits, income or gains withdrawn or made by the Redeveloper from this Agreement or the Property.

9. For the purpose of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of Government, acts of the other party, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

10. (a) The remedies of the parties of this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party to any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party beyond those expressly waived and to the extent thereof, or a waiver in any respect with respect to any other rights of the party making the waiver or any other obligations of the other party.

(b) The Redeveloper, for himself and his successors and assigns, and all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement hereby waives to the fullest extent permitted by law, any and all claims or defenses otherwise available on the ground of its being or having become a surety (or being or having become a person in the position of a surety), whether real, personal, or otherwise, or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

ARTICLE VI - Miscellaneous Provisions

11. The Redeveloper's plans and proposals for the improvement of the Property, which are attached hereto as Exhibit B, together with the REDEVELOPMENT PLAN FOR THE WESTERN REDEVELOPMENT PROJECT, U.R. MINN. 1-2, WEST OF THE MINNESOTA STATE CAPITOL, REVISED FEBRUARY 1957, adopted by the Authority March 6, 1957 and approved by the Common Council of the City of Saint Paul April 2, 1957 (Council

File No. 182121) and as modified are hereby incorporated into this contract and made a part hereof as fully and completely as if set forth in full herein.

12. It is expressly covenanted and agreed by the Authority and the Redeveloper that the Redeveloper shall be bound by all provisions of the Building Requirements and Land Use Controls (which said Building Requirements and Land Use Controls constitute a part of the Redevelopment Plan), and that the Building Requirements and Land Use Controls shall be imposed as restrictions upon and running with the land for a period of forty (40) years from April 2, 1957 (being the date of approval of the Redevelopment Plan by the Common Council of the City of Saint Paul), and that said Building Requirements and Land Use Controls shall similarly be imposed as restrictions upon and running with the land in all other sales or leases which have been or will hereafter be made of tracts of land within the Western Redevelopment Area, Project U.R. Minn. 1-2.

13. The provisions of this Agreement shall not be superseded by the delivery of, nor merged into the provisions of, the Deed of Conveyance of Lands for Redevelopment to the Redeveloper, but shall be independent of and shall survive the delivery of such Deed of Conveyance. All provisions of this Agreement shall remain in effect and be binding upon the Redeveloper, his successors and assigns, and upon any person or corporation to whom any rights under this contract may be assigned or transferred with the consent of the Authority until such time as the Redeveloper's construction upon and development of the Property has been completed in full accordance with all the provisions of the applicable Federal and State statutes and with the Redevelopment Plan and the Authority shall have certified to such completion in the manner specified in Article III, Section ^(d)~~(a)~~ of this Agreement, the provisions of this Agreement shall no longer bind the Redeveloper or his successors representatives, or assigns, but all covenants and restrictions imposed upon the land by the Building Requirements and Land Use Controls and running with the land shall notwithstanding remain in effect and be binding upon all successive owners or occupants of the Property for the full period of forty (40) years from April 2, 1957 (being the date of approval of the Redevelopment Plan by the Common Council of the City of Saint Paul).

14. No member of the Authority shall participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No member, officer, agent, or employee of the Authority shall have any interest, direct or indirect in this Agreement during the term of his membership, agency, or employment by the Authority or within two years after the termination of such

membership, agency, or employment, provided, however, that the ownership directly or indirectly, by any such present or former member, agency, or employee of not more than ten (10%) percent of the outstanding shares of stock of any corporation whose stock is listed on any nationally recognized stock exchange in which corporation such member, officer, agent, or employee takes no active part in management shall not be deemed such a conflicting interest as to bar such member, officer, agent, or employee from further participation on behalf of the Authority or to bar such corporation from having an interest in this contract.

15. The Redevelopers shall pay for all Federal revenue stamps upon Deeds of Conveyance from the Authority if such Federal revenue stamps are required, and shall pay the cost of recording said deeds.

16. A notice or 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

(a) In the case of a notice or communication to the Redeveloper, is addressed to Redeveloper at the following address: *KELLEY'S MOTOR SALES*
180 UNIVERSITY AVE, SAINT PAUL, MINNESOTA ✓

(b) In the case of a notice or communication to the Authority, is addressed to the Authority at the following address: Room 200, 60 East Fourth Street, Saint Paul 1, Minnesota, or to such other address in respect to either party as that party may, from time to time, designate in writing dispatched as above required.

17. Any titles of the several parts and sections of, and the table of contents of and index to, this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18. This Agreement may be executed in four (4) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, has caused this Agreement to be signed on its behalf by its Chairman and its Secretary and its corporate seal to be hereunto affixed and duly attested, and *JEROME KELLEY* the Redeveloper, has caused this Agreement to be executed and affixed his hand and seal hereto and duly attested, the day and year first above written. ✓

Attest:

Secretary

In presence of:

HOUSING AND REDEVELOPMENT AUTHORITY OF
THE CITY OF SAINT PAUL, MINNESOTA

By _____
Chairman

By _____
Secretary

REDEVELOPER

By _____

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss

On this _____ day of _____, 1961, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who, being each by me duly sworn, did say that they are respectively the Chairman and the Secretary of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a governmental corporation organized and existing under the laws of the State of Minnesota, and that the seal affixed to the foregoing instrument is the corporate seal of said governmental corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Commissioners, and said _____ and _____ acknowledged the said instrument to be the free act and deed of said governmental corporation.

James T. Hart
Notary Public, Ramsey County, Minnesota
My Commission expires _____

STATE OF MINNESOTA)
COUNTY OF DAKOTA) ss

On this _____ day of _____, 1961, before me, a Notary Public within and for said County, personally appeared _____ to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
