



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

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about Jan 22, 61

INFORMATION REGARDING NATIONAL REDEVELOPMENT CORPORATION

The National Redevelopment Corporation executed a Contract for Purchase of Parcels 5, 6 and 8 in the Western Redevelopment Project in November, 1957. This Redeveloper received the Deed for Parcels 6 and 8 in the Western Redevelopment Project on January 19, 1961:

<u>Parcel No.</u>		<u>Price</u>
6	Capitol Plaza South Corp. 145,410 sq.ft. (3.3 acres)	\$50,893.50 (35¢ per sq.ft.)
8	Capitol Plaza North Corp. 164,140 sq.ft. (3.7 acres)	\$57,449.00 (35¢ per sq.ft.)

Construction is expected to commence immediately on these two parcels. A total of 156 dwelling units will be constructed in thirteen three-story apartment buildings. They will be three story buildings with twelve families per building. Six of the apartment buildings will be located on Parcel 6 and seven buildings will be located on Parcel 8. The development will contain one and two bedroom units and are designed for middle income rentals.

The National Redevelopment Corporation is expected to complete the acquisition of the three parcels of land in the original Contract by the payment of \$96,420.50 for Parcel 5 in April of 1961. This parcel has an area of 175,310 sq. ft. (4 acres) and the acquisition cost reflects a price of \$.55 per sq. ft. It is expected that the National Redevelopment Corporation will develop a 200-unit hi-rise apartment building on this parcel.

The total cost of the development expected on Parcels 6 and 8 will be approximately \$2,000,000.00. An additional \$2,500,000.00 will be spent in the construction of the 200 units on Parcel 5 at a later date.

Parcel No.

#### OTHER DEVELOPMENTS PLANNED FOR WESTERN REDEVELOPMENT PROJECT

Parcel No. 1 - Sonnen Insurance Company executed a Contract for Purchase of this parcel in August, 1960. They received the Deed of Conveyance in November, 1960. The purchase price of this 71,170 sq. ft. (1.77 acres) project was \$98,000.00 which is approximately \$1.36 per square foot. Construction of the first phase of the development is nearly complete which is an office building to be rented to the Social Security Office of the Public Administration Department of the Federal Government. Further construction is expected on the parcel in 1961. Other uses will include an office building for the Sonnen Insurance Company and an office building for Dairyland Mutual Insurance Company. All of the construction on the project is expected to be complete by mid-summer, 1963 with a total development cost of approximately \$400,000.00.

Parcel No. 2 - This parcel will be developed by Dr. Harry L. Plotke and construction is expected in 1961 of a two-story Medical Office Building with a cost of approximately \$80,000.00. The parcel has an area of approximately 1/4 of an acre and was purchased for \$17,500.00 which is approximately \$1.60 per square foot.

Sears Roebuck and Company purchased Parcel No. 3 and was given a Deed of Conveyance to the land in March, 1960. They are expected to develop a three-story Class A Retail Store with a retail floor area of approximately 100,000 square feet. The total development cost is expected to be approximately \$4,500,000.00. This parcel has an area of 620,340 square feet (14.2 acres) and was purchased for \$589,323.00 which is approximately \$.95 per square foot.

Parcel No. 4 - The Authority has determined by resolution to sell Parcel No. 4 to Ravoux Company of St. Paul which is a subsidiary of Donovan Construction Company of St. Paul. This organization, if awarded the land, would develop a 200-unit Motor Hotel facility with a commercial building housing a dining room, lounge, and conference hall. It is intended that their development will expand to include approximately 300 motor hotel units. They may be expected to commence construction in 1962. The land purchase price of this 7-1/10 acre parcel of land is \$455,000.00 which is approximately \$1.50 per square foot. The initial improvement of the 200-unit motor hotel and its related commercial space is expected to cost approximately \$2,260,000.00

Parcel No. 7 - This parcel will be developed by the Housing and Redevelopment Authority for park purposes and will be dedicated to the City. Construction is expected to be performed in 1962.

Parcel No. 9 - The Trinity Lutheran Church of St. Paul has purchased this land and one other small parcel totalling 74,175 square feet for the amount of \$29,042.75. The price of the land is \$.35 to \$.40 per square foot. This church is expected to commence construction of a new church and educational wing in the latter part of 1961.

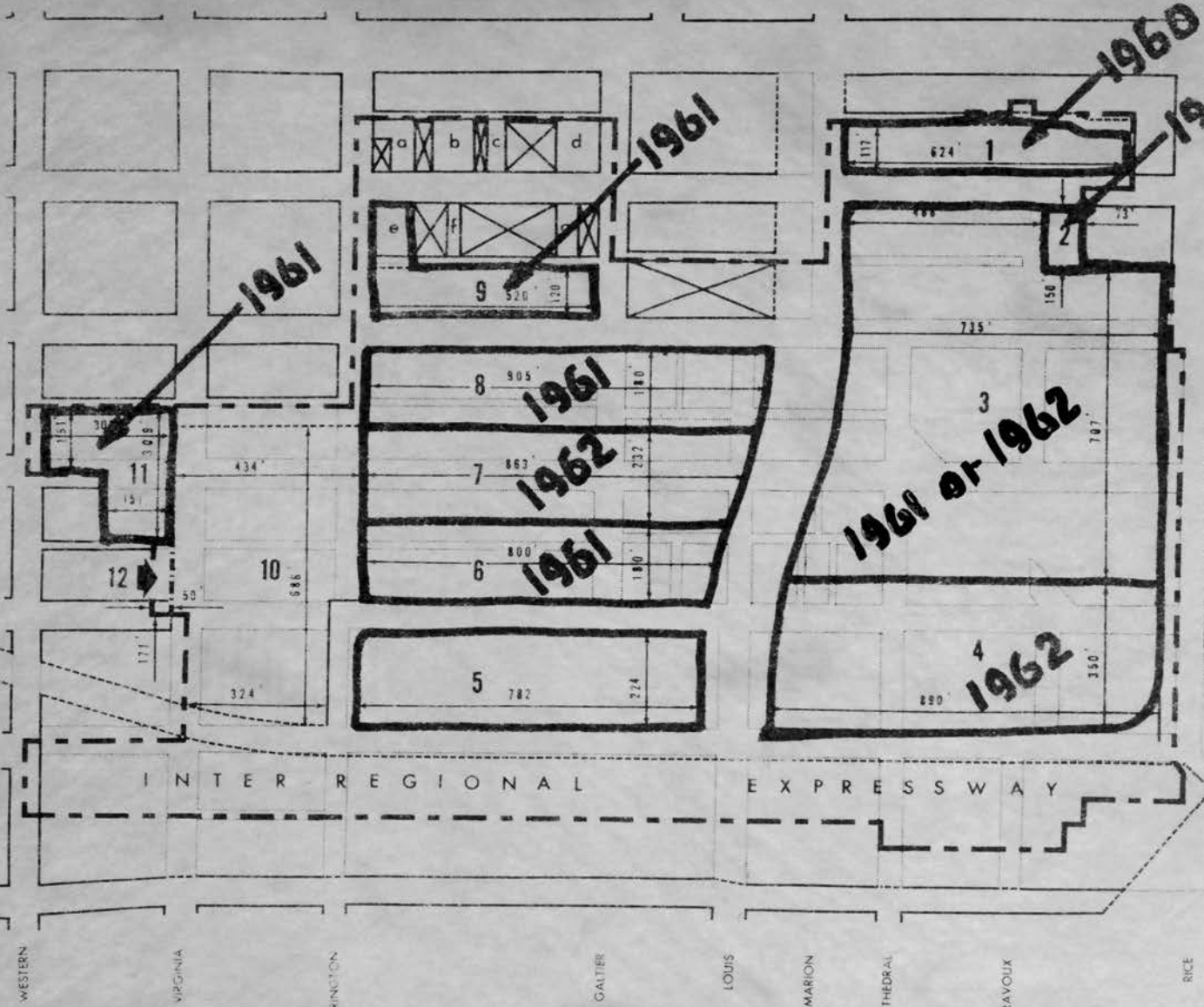
Parcel No. 10 - No commitment has been made for the sale of this 6.3 acre parcel of land and its use is intended to be for the development of an elementary public school. The St. Paul School Department is not in a position at the present time to develop the site and the Authority may be required to sell this land for residential or institutional use.

Parcel No. 11 - The Sherman Investment Corporation of St. Paul purchased this 69,513 square feet (1.6 acres) parcel of land and is expected to commence construction of a grocery store in 1961 with a total development cost in excess of \$165,000.00. The cost of the land was \$.50 per square foot.

Parcel No. 12 - The Union Gospel Mission (Ober Boys Club) is expected to purchase .2 acre parcel of land in order that they may expand their existing recreational building and outside recreation space.

The Housing and Redevelopment Authority will construct the new divided Louis-Marion Street extending through the project in 1961. Additional construction by the City will complete this street from the Rondo Avenue freeway frontage road to University. The remaining interior streets will be constructed in 1961.

UNIVERSITY  
AURORA  
FULLER  
CENTRAL  
ANTHONY  
RONDO  
CARROLL



# KEY

proposed parcelization

--- PARCEL BOUNDARIES

parcels by use and size

## RESIDENTIAL

5 4.02 ACRES 6 3.34 ACRES

8 3.77 ACRES 9 1.41 ACRES

AREAS a b c d e f TOTALING 1.31 ACRES  
TO BE DISPOSED THROUGH NEGOTIATED SALE

⊗ NOT TO BE ACQUIRED

## COMMERCIAL

1 1.56 ACRES 3 10.24 ACRES

4 4.96 ACRES 11 1.50 ACRES

## INSTITUTIONAL

2 .25 ACRES 12 .16 ACRES

## PARK SCHOOL

7 4.51 ACRES 10 0.49 ACRES

EXPRESSWAY 8.71 ACRES

Existing R/W Lines to Remain  
Existing R/W Lines to Be Abandoned  
Proposed New R/W Lines  
Project Boundary

# CONSTRUCTION START

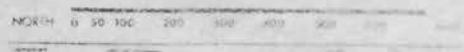
## PARCELIZATION MAP

EXHIBIT 2

WESTERN REDEVELOPMENT AREA - URBAN MINNESOTA 1-2

MARCH 1960

HOUSING AND REDEVELOPMENT AUTHORITY  
60 E. 4TH ST., SAINT PAUL 1, MINN.



UNIVERSITY

AURORA

FULLER

CENTRAL

ST. ANTHONY

RONDO

CARROLL

WESTERN

VIRGINIA

FARRINGTON

GALTIER

LOUIS

MARION

CATHEDRAL

RAVOUX

RICE

**KEY**

proposed parcelization

--- PARCEL BOUNDARIES

parcels by use and size

**RESIDENTIAL**

5 4.02 ACRES 6 3.34 ACRES

8 3.77 ACRES 9 1.41 ACRES

AREAS a b c d e f g TOTALING 1.31 ACRES  
TO BE DISPOSED THROUGH NEGOTIATED SALE

☒ NOT TO BE ACQUIRED

**COMMERCIAL**

1 1.66 ACRES 3 14.24 ACRES

4 6.96 ACRES 11 1.60 ACRES

**INSTITUTIONAL**

2 .25 ACRES 12 .16 ACRES

**PARK SCHOOL**

7 4.51 ACRES 10 6.45 ACRES

**EXPRESSWAY** 8.71 ACRES

Existing R/W Lines to Remain

Proposed New R/W Lines

Existing R/W Lines to Be Abandoned

Project Boundary

**PARCELIZATION MAP**

EXHIBIT 2

WESTERN REDEVELOPMENT AREA, UR MINNESOTA 1-2

MARCH 1960

**1961 STREET CONSTRUCTION**HOUSING AND REDEVELOPMENT AUTHORITY  
60 E. 4th. ST., SAINT PAUL 1, MINN.

NORTH 0 50 100 200 300 400 500 600 feet

Scale

CONTRACT FOR PURCHASE OF LAND  
FOR REDEVELOPMENT

This AGREEMENT, entered into as of the 15th day of November \_\_\_\_\_ 1957, 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 National Redevelopment Corp. \_\_\_\_\_, 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 UR 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 Schedule 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, UR MINN. 1-2, WEST OF THE MINNESOTA STATE CAPITOL, REVISED FEBRUARY 1957, which was further revised on March 27, 1957, and the City, acting through its Common Council, has by Resolution approved said Plan 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 available (after acquisition and clearance by the Authority) for redevelopment by private enterprise for the uses specified in the Redevelopment Plan, both the Federal Government 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 that part of the Project Area described as follows: Lot 1, Block 5 of the Western Area Addition; Lot 3, Block 4 of the Western Area Addition; Lot 1, Block 4 of the Western Area Addition (the above legal descriptions for Parcels 5, 6 and 8 were taken from and appear on the proposed preliminary plat for the project area), which area is hereinafter referred to as the "Property" (the word "Property" used herein shall mean as to any other corporation designated by the Redeveloper to receive title to and to develop any parts of the property, as may be required to comply with FHA mortgaging procedures, the parts or parcels held by such designated corporation; and the word "Redeveloper" used herein shall mean the bidding corporation and, in addition, such other corporation designated by the Redeveloper as aforesaid as the context may indicate) and to redevelop such Property for the uses specified in the Redevelopment Plan and more particularly in the manner set forth in the Redeveloper's plans and proposals submitted with its bid for the acquisition of the Property (which such plans and proposals bear even date hereof, and have been initialled by the parties hereto and are on file in the office of the Authority), and

WHEREAS, the Authority believes that the redevelopment of the Property pursuant to the Redeveloper's plans and proposals in support of his bid for acquisition of the Property, and the fulfillment generally of this Agreement and the Intentions set forth herein are in the vital and best interests of the City and 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 Project UR 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 in support of his bid for acquisition of the Property,

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 1 - 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 covered by this Agreement, or por-

tions thereof, to the Redeveloper, or to a corporation or corporations designated by the Redeveloper to comply with the FHA mortgaging procedures upon the payment in full for the property, or portions thereof, to be so conveyed by the Redeveloper, or by the designated corporation, which payments by the Redeveloper and the designated corporation, the Redeveloper hereby agrees will be made, of a total purchase price for all of the property covered by this Agreement in the amount of two hundred four thousand five hundred fifty-seven and 65/100 Dollars (\$204,557.65). The amount of the total purchase price to be paid for each part or portion of the property shall be determined by charging 35¢ per square foot for land in Parcels 6 and 8 and 55¢ per square foot for land in Parcel 5, according to any survey map prepared by a competent surveyor designated by the Authority.

(b) The Authority shall convey title to parts or parcels of the Property to the Redeveloper or a corporation duly designated by the Redeveloper to comply with FHA mortgaging procedures by quitclaim deed in the form set forth in the Contract Documents, free and clear of all reservations, encumbrances, and exceptions except as follows:

(1) Easements for public streets, sewer and water systems, and such other easements of rights-of-way as are designated approximately in the Redevelopment Plan Project UR Minn. 1-2 and in the maps and plans which comprise a part of the Contract Documents.

(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 non-payment 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 forms a part of the Contract Documents.

(4) The terms and conditions of this contract.

(c) The Authority has registered or will register the title to the above described lands under the Torrens Act, and will, upon request of the Redeveloper but not sooner than 15 days from the date of this 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 30 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 45 days after the re-

5 — 175,310 x 55 = 96,420.50  
 6 — 145,410 x 35 = 50,893.50  
 8 — 164,140 x 35 = 57,449.00  
 TOTAL = \$204,763.  
 — this is \$205.35 short

deft of such report, the title shall be corrected at the expense of the Authority and conveyance made within said 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.

The entire purchase price of Parcel 8 shall be paid no later than October 15, 1958; of Parcel 6, no later than October 15, 1959; and of Parcel 5, no later than December 31, 1959. The first part or portion of Parcel 8 shall not contain less than 1.5 acres, and shall be paid for no later than April 15, 1958. Extensions of the said times may be granted by the Authority when necessary to permit completion of FHA mortgage application processing; such extensions shall not be unreasonably withheld.

(d) In the event the Redeveloper shall fail to pay the full purchase price of any portion or parcel of the Property on or before the date specified in Article 1, Section 1 (c) of this Agreement, the Authority shall serve a notice of demand for payment and tender of delivery of deed upon the Redeveloper and upon the sureties upon its performance bond (if such performance bond is furnished), and if such purchase price is not paid in full within 30 days after the service of such notice of demand the Authority may declare the Redeveloper to be in default and this agreement terminated, and in such event the Redeveloper and the sureties upon its bond shall be liable for 10 percent of the agreed purchase price of the property as and for liquidated damages for the breach of this contract. In the event the Redeveloper's bid and this contract are conditioned upon the Redeveloper's securing of a satisfactory mortgage commitment, the full purchase price of the Property (or any portion thereof if the Redeveloper shall have divided the Property for purposes of FHA mortgage insurance) shall not become due until three months after approval by the Authority of the Redeveloper's construction plans or any extension thereof authorized by the Authority, as provided in Article 1, Section 1 (g) of this Agreement.

(e) 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 de-

livery to the Redeveloper 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.

*begin* (g) In the event that the Redeveloper shall, after preparation of final construction plans and working drawings satisfactory to the Authority, furnish satisfactory evidence that it has been unable to obtain mortgage financing for the construction of the improvements on any parcel or portion thereof on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such construction plans after and despite diligent efforts for a period of at least three months after the approval of such plans and working drawings to obtain such mortgage financing and if the Redeveloper shall, after having submitted such evidence and if so requested by the Authority, continue to make diligent efforts to obtain such financing for a period of sixty days after such request, but without success, then this Agreement shall be considered as cancelled <sup>as to</sup> ~~as to~~ such parcel or portion thereof, and the Redeveloper shall be entitled to a return of the deposit, and neither the Authority nor the Redeveloper shall have any further rights against or liability to the other under this Agreement ~~as to~~ such parcel or portion thereof. Redeveloper shall not be *end* required to treat a mortgage financing proposal as being satisfactory under this subparagraph unless it is or is equivalent to an FHA insured mortgage note in the amount of 90% of the estimated replacement cost with a Federal National Mortgage Association commitment to purchase available under the FNMA urban renewal special assistance program.

(h) Notwithstanding anything in the above paragraph (g) or elsewhere provided, in the event that the FHA shall indicate that the Redeveloper's pro-

posed construction plan covering any part or parcel of the Property will not provide an original credit instrument eligible for endorsement for insurance to the extent of 90% of estimated replacement cost under the provisions of Section 220 of the National Housing Act, and Administrative Rules and Regulations thereunder then in effect, then the Redeveloper shall have the option to propose to the Redevelopment Authority and to the FHA an alternate construction plan for the said part or portion of the Property. Such alternate construction plan shall be submitted to the Authority within two months after request by the Authority for such alternate construction plan, and the Authority shall have the right to cancel this Agreement as to said part or portion of the Property covered by said alternate construction plan if such alternate plan is not reasonably acceptable to the Authority and in full conformance with the Redevelopment Plan. The submission by the Redeveloper in such alternate plan of building plans substantially similar to building plans previously approved by the Authority for construction on other portions or parcels of the Property shall not be reason for unacceptability.

2. Adjustment of Purchase Price. It is mutually understood and agreed that the area of the tract or tracts sold by this agreement, as said area is stated in Paragraph 1 of the Invitation for Bids, has not been established by exact survey of the Property. The Redeveloper covenants and agrees that, if a subsequent survey of the Property should disclose any variation of the actual land area of the tract from the area stated in Paragraph 1 of the Invitation for Bids, the purchase price as established in Section 1 of this agreement shall be modified upon the following basis. The purchaser's bid price shall be converted into a price per square foot for the tract of land covered by this agreement, upon the basis of the area stated in Paragraph 1 of the Invitation for Bids. The price per square foot as so determined shall then be applied to the actual land area of the tract as may be established by exact survey. The total purchase price of the Contract as so determined shall be substituted for the purchase price stated in Section 1 of this agreement. The Redeveloper covenants and agrees that if such adjustment results in an increase in the purchase price of the tract or tracts covered by this agreement it will pay said purchase price in full in lieu of the price stated in Section 1 of this agreement. The Authority covenants and agrees that if such adjustment results in a reduction in the purchase price of the tract or tracts covered by this agreement it will accept said purchase price as payment in full in lieu of the price stated in Section 1 of this agreement; and if the original purchase price shall theretofore have been

paid in full, the Authority covenants and agrees that it will refund any overpayment resulting from such adjustment of the purchase price. If, in the sole judgment of the Authority the aforesaid adjustment of the purchase price would be only nominal, the Authority and the Redeveloper may by mutual agreement waive the making of such adjustment in the purchase price.

ARTICLE II - Preparation of Land for Redevelopment.

3. (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 topsoil 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 thereon).

(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 provision by the Authority or by the City, in accordance with the usual technical specifications and standards of the City, of the pav-

ing 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 its 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

4. Covenants Running with the Land. (a) The Redeveloper agrees for itself, its successors, heirs, and assigns of the Property or of any part thereof, as follows:

(1) That it 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 it will diligently prosecute the construction of the improvements (herein called the "Improvements") provided in the plans and proposals submitted by the Redeveloper in support of its bid for acquisition of land, and that such construction shall be commenced within one month from the date of conveyance of the Property to the Redeveloper and shall be com-

pleted in compliance with the terms of this agreement and in conformity with the Redevelopment Plan within three years from such date. If the Property covered by this Agreement includes more than one parcel (as designated in the parcelization map included in the Contract Documents) the construction of improvements upon all parcels shall be completed in compliance with the terms of this Agreement and in conformity with the Redevelopment Plan not later than November 15, 1961, regardless of any other provisions contained herein.

(3) That it shall make no changes in the Improvements after the completion of the construction thereof that are not in full conformity with the Redevelopment Plan as amended.

(4) That no discrimination or segregation against any persons 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 UR 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 4 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 the covenant and restriction against discrimination or segregation set forth in Clause (a) (4) of this Section 4 shall remain in effect perpetually, and that the other agreements and covenants in Clauses (a) (1), (2), and (3) of this Section 4 shall remain in effect for a period of 40 years from April 2, 1957 (being the date of final approval of the Redevelopment Plan by the Common Council of the City of Saint Paul), and at the expiration of such period such agreements and covenants shall terminate; provided, however, that the agreements and covenants provided in Clauses (a)(1), (3) and (4) of this Section 4 of this agreement shall be binding upon the Redeveloper itself and each successor in interest respectively only during such period as

it shall have title to or an interest in the Property or part thereof.

S/ R.D.S.  
S/ E.G.  
S/ H.J.S.  
S/ H.J.M.

(c) The Authority, the City of Saint Paul, Minnesota and each owner of any other land in the project area 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 4, and such agreements and covenants shall (and the deed to the Redeveloper of the Property shall so state) run in favor of the Authority, the City of Saint Paul, Minnesota and each owner of any other land in the project area, 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. The Authority, the City of Saint Paul, Minnesota or an owner of other land in the project area, as such beneficiaries shall, jointly or severally 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 proceedings to enforce the curing of such breach of agreement or covenant, to which beneficiaries of such agreement or covenant may be entitled.

5. Guarantee of Performance.

(a) The Redeveloper shall, upon the execution of this Agreement, submit to the Authority a performance bond executed by a responsible surety in an amount equal to 10% of the total purchase price of the Property, which bond shall not be released in whole or in part until and shall be released when all the Property to be purchased by the Redeveloper hereunder (i) has been fully paid for and the improvements thereon completed or (ii) has been cancelled from coverage under this Agreement pursuant to Article I, Section 1 (g), and in lieu of such performance bond, the Redeveloper may make a cash deposit with the Authority of such amount as a guarantee of the completion of the Improvements as defined herein, or may submit a personal guarantee executed by such of its corporate officers, directors, and shareholders as the Authority may accept. In the event a corporate surety bond or personal guarantee is to be submitted, it shall be upon a form satisfactory to the Authority.

*Bond (perf)*

(b) The Redeveloper, in the letting of any contract for construction of buildings or other improvements upon the Property, shall require of any such contractor a payment and performance bond in the full amounts of said contract, naming the Authority in addition to others as an obligee thereof and protecting the Authority and the Property against any and all mechanics liens or other lienable claims arising out of said construction or improvements upon the Property. All such payment and performance bonds shall be executed by responsible corporate sureties approved by the Authority and on FHA form No. 2452,

*Bond (met)*

attached hereto.

6. Construction Plans and Review.

(a) The Redeveloper covenants that it has familiarized itself with all applicable provisions of law, including 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 Chapter 487, Laws Minnesota 1947, as amended (M.S.A. 462.416, et seq.), and with the provisions of the REDEVELOPMENT PLAN FOR THE WESTERN REDEVELOPMENT PROJECT, UR MINN. 1-2, WEST OF THE MINNESOTA STATE CAPITOL, REVISED FEBRUARY 1957, adopted by the Authority March 6, 1957, and revised March 27, 1957, and approved by Resolution of the Common Council of the City of Saint Paul April 2, 1957 (Council File No. 182121). Plans and specifications and all work with respect to the Improvements shall be in conformity with this agreement, with the aforesaid applicable Federal, State and local laws and regulations, and with the aforesaid Redevelopment Plan, as amended. Within six months after the date of execution of this Agreement, the Redeveloper shall submit for Parcels 6 and 8 its preliminary sketch plans and proposed progress schedule with respect to the Improvements for parcels 6 and 8 for examination by the Authority. Within twelve months after the date of execution of this Agreement, the Redeveloper shall submit for Parcel 5 its preliminary sketch plans and proposed progress schedule with respect to the Improvements for Parcel 5 for examination by the Authority. The Authority shall, if such plans and schedule conform to the provisions of this agreement and the Redevelopment Plan, formally approve such plans and schedule and shall notify the Redeveloper in writing of such approval within 30 days. Such plans and schedule shall, in any event, be deemed approved unless formal rejection thereof by the Authority, in full or in part, setting forth in detail the reasons therefor, shall be made within 30 days after their submission to the Authority. If the Authority rejects the plans or schedule in full or in part as not being in full conformity with this agreement and the Redevelopment Plan, the Redeveloper shall submit new or corrected sketch plans and proposed progress schedule which are in conformity with such agreement and Plan within 30 days after written notification to it of the rejection, and the provisions of this section relating to the approval, rejection, and resubmission of corrected plans and schedule hereinabove provided with respect to the original sketch plans and progress schedule shall continue to apply until the sketch plans and progress schedule have been approved by the Authority. The Redeveloper further specifically agrees that, without reference to the examination and approval by the Authority as to conformity with this agreement and the

Redevelopment Plan, all plans and specifications shall be in complete conformity with the building code and zoning regulations of the City.

(b) Subsequent to the approval of sketch plans and progress schedule and until construction of the Improvements has been completed, the Redeveloper shall make a report in writing to the Authority every six months as to its actual progress with respect to such construction. During such period also, the work of the Redeveloper shall be subject to inspection by representatives of the Authority, the City, and any other State or local public agency having jurisdiction under any State or local laws or regulations with respect to construction work or the Improvements.

(c) Prior to delivery of possession of the Property to the Redeveloper, the Authority shall permit the Redeveloper access thereto, whenever necessary to carry out the purposes of this and other sections of the agreement; and, subsequent to such delivery, the Redeveloper shall permit access to the Property to the Authority, the United States of America, and the City whenever necessary to carry out the purposes of this and other sections of the agreement, the Contract for Loan and Capital Grant between the United States of America and the Authority referred to in the recitals of this agreement.

(d) The Redeveloper shall, at its expense, secure any and all permits which may be required by the City for the construction of any buildings or the development of any improvements upon the Property, and shall pay any and all fees or charges in connection with the issuance of such permits.

**7. Certificate of Completion.**

(a) Promptly after completion of the Improvements in accordance with the provisions of this agreement, the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification shall be (and it shall be so provided in the deed to the Property from the Authority to the Redeveloper and in the certification itself) a conclusive determination of satisfaction, and termination, of the agreements and covenants in this agreement and in the deed with respect to the obligation of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof: Provided, That if a mortgage securing money loaned to finance the Improvements, or any part thereof, is insured by the Federal Housing Administration, then such certification and such determination shall only be withheld because of failure to carry out specific requirements of the Redevelopment Plan or complete construction insofar as it is governed by the specific requirements of the Redevelopment Plan; Provided further, That such

certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the improvements, or any part thereof.

(b) With respect to such individual parts or parcels of the Property which the Redeveloper is authorized by the Redevelopment Plan and this agreement to convey or lease as the improvements to be constructed thereon are completed, the Authority will also, upon proper completion of the improvements relating to any such parts or parcels and provided the Redeveloper is not in default with respect to any of its obligations under this agreement, certify to the Redeveloper that such improvements have been made in accordance with the provisions of this agreement, and such certification shall mean and provide (and the deed to the Property from the Authority to the Redeveloper shall so state) that any party purchasing such individual parts or parcels pursuant to the authorization herein contained shall not (because of such purchase) have incurred any obligations with respect to the construction of the improvements relating to such parts or parcels or to other parts or parcels of the Property.

(c) If there is upon the Property or upon any such individual parts or parcels of the Property referred to in subsection (b) of this section a mortgage insured or held by the FHA and if, prior to making its certification as to the completion of the improvements thereon in accordance with the plans and specifications therefore as approved by the Authority pursuant to this agreement and as approved by the FHA, the FHA shall have consulted the Authority as to whether such improvements have, in fact, been so completed ~~and as to whether~~, all buildings constituting a part of such improvement are, in fact, ready for occupancy, then, in such event, the Authority and the Redeveloper shall, for all the purposes of this section, accept the certification of the FHA as to the completion of such improvements. If the other agreements and covenants in this agreement obligating the Redeveloper in respect of the construction of such improvement have been fully satisfied, the Authority shall forthwith issue its certification pursuant to subsection (a) or subsection (b) of this section, and the Redeveloper shall promptly cause the same to be recorded with the Registrar of Titles, Ramsey County, Minnesota: Provided, that such certification by the Authority shall not affect any rights of the FHA under any contract of mortgage insurance in respect of the Property or any such parts or parcels of the property, or the rights of either under any contract with other parties.

(d) All certifications provided for in this section shall be in such

form as will enable them to be recorded with the Register of Deeds of Ramsey County, Minnesota. If the Authority shall refuse or fail to provide certifications in accordance with the provisions of this section, the Authority shall, within 90 days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in what respects the Redeveloper has failed to complete the improvements in accordance with the provisions of this agreement and what measures or acts it will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such certification.

#### ARTICLE IV - Assignment and Speculation

8. The Redeveloper represents and agrees that its purchase of the Property, and its 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 stock in the Redeveloper or of a substantial part thereof is for practical purposes a trans-

fer or disposition of the property then owned by the Redeveloper, the qualifications and identity of the Redeveloper, and its stockholders, are of particular concern to 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 the personal obligation of the Redeveloper for the faithful performance of all obligations and covenants herein by it to be performed in lieu of any surety bond or 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 owning 10 percent or more of the stock in the Redeveloper of such stock or any part thereof or 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 it has the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto.

(b) Except only:

(1) by way of security for the purposes of obtaining financing necessary to enable the Redeveloper to perform its 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,

(3) as may be required in order to comply with FHA mortgaging procedures, the Redeveloper represents that it has not made or created, and agrees that it 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 to 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 ade-

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quate 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 (b)(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 its 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 - Mortgage Financing.

9. Rights of Mortgagees.

(a) The Redeveloper agrees that prior to the completion of the improvements, it will not engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance (other than reasonably required public utility easements) or lien to be made on or attach to the Property, except for the purpose of obtaining funds necessary for making the Improvements pursuant to this agreement. The Redeveloper further agrees to notify the Authority in advance of any mortgage financing proposed to be entered into by the Redeveloper with respect to the Property and in any event to notify the Authority of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such mortgage financing as may be made pursuant to this agreement, the Property may, at the option of the Redeveloper, be divided into several parts or parcels, provided that such subdivision is not inconsistent with the purposes of the Redevelopment Plan and this agreement.

(b) Notwithstanding any of the provisions of this agreement, including but not limited to those representing covenants running with the land, neither the holder of any mortgage authorized by this agreement, nor any transferee of the Property deriving title from or through such a holder or as a result of foreclosure proceeding or action in lieu thereof, nor any other party who acquires an interest in the Property as the result of the enforcement of any lien or claim thereon, shall in any wise be obligated by the provisions of this agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or other provision in any deed to the Property delivered under this agreement be construed to so obligate such holder, transferee, or other party: Provided, that nothing in this section or any other section or provision of this agreement shall be deemed or construed to permit or authorize any such holder, transferee, or other party, or any other party whatsoever, to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those provided or authorized in the Redevelopment Plan, as amended from time to time, and in this agreement.

10. Notice: Obligations of Mortgagees.

(a) Whenever the Authority shall deliver or make any notice or demand to the Redeveloper with respect to any breach or default by the Redevel-

oper in its obligations or covenants under this agreement, the Authority shall at the same time deliver to each holder of record of any mortgage authorized by this agreement a copy of such notice or demand, and each such holder shall (insofar as the rights of the Authority are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage. Such option shall likewise extend to any such holder and any other party who may have acquired title to the Property or part thereof by reason of foreclosure of the mortgage or action in lieu thereof or who derives title through such holder or other party: Provided, that if the breach or default of the Redeveloper is with respect to construction of the Improvements, nothing contained in this section or any other section or provision of this agreement shall be deemed to permit or authorize such holder, either before or after foreclosure, or such other party or transferee, to undertake or continue the construction or completion of the Improvements without first having expressly assumed the obligation to the Authority, by written agreement satisfactory to the Authority, to complete, in the manner provided in this agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder, party, or transferee relates, and submitted evidence satisfactory to the Authority that it has the qualifications and financial responsibility necessary to perform such obligation. Any such holder, party, or transferee who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written demand made to the Authority, to a certification by the Authority to such effect in the manner provided in Section 7 of this agreement, and such certification shall, if so requested by such holder, party, or transferee, mean and provide that any remedies or rights with respect to recapture of or revesting of title to the Property that the Authority shall have or be entitled to because of failure of the Redeveloper to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of this agreement by the Redeveloper, shall not apply to the part or parcels of the Property on which such holder, party, or transferee has made or completed the Improvements.

(b) In any case where, subsequent to default by the Redeveloper, the holder of any mortgage on the Property or part thereof or any other party has, but does not exercise, the option to construct or complete the Improvements

relating to the part of the Property covered by its mortgage or to which it has title, or does not complete them within such period as shall have been agreed upon by the Authority and such holder or other party (which shall in no event be less than the period prescribed with respect to the Redeveloper), the Authority shall (and every mortgage instrument made by the Redeveloper with respect to the Property shall so provide) have the option of paying the mortgage debt and securing an assignment thereof and of the mortgage, or, in the event ownership of the Property (or part thereof) has vested in such holder or other party, the Authority shall be entitled, at its option, to a conveyance to it of the Property or part thereof against payment to such owner of the then fair market value of the Property or part thereof for the uses specified therefor in the Redevelopment Plan, as amended, but in no event, if payment is to the holder of the mortgage, of an amount less than the sum of (1) the mortgage debt at the time of foreclosure or action in lieu thereof; (2) all expenses with respect to the foreclosure; (3) the net losses, if any, incurred by such holder in the subsequent management of the Property; (4) the costs of any improvements made by such holder; and (5) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts been part of the mortgage debt and such debt had continued in existence, (or in the event title to the Property has as a result of or subsequent to foreclosure vested in some party other than the holder of the mortgage, in an amount not less than the sum of (1) the purchase price paid by such party for the Property; and (2) the costs (less appropriate depreciation allowance) of any improvements made by such party, including in each case any carrying charges relating thereto).

(c) For the purposes of this and other sections of the agreement, the term "holder" in reference to a mortgage shall be deemed to include any insurer or guarantor of any obligation or condition secured by such mortgage, including but not limited to the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

#### ARTICLE VI - Remedies.

11. 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.

12. 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 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.

13. 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 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 of any stock in the Redeveloper by any holder or owner thereof, 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.

14. (a) In the event that 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 its obligations 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 assessments 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 mechanics' 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 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 of any stock in the Redeveloper by any holder or owner thereof in violation of this agreement and such violation shall not be cured within 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 re-enter 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 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 (subject to such mortgage liens and leasehold interests as in Subsection (a) of this section set forth and provided) 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 revesting 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.

15. 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 the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within 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.

16. (a) The remedies of the parties to 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, of 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 itself and its 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 <sup>of</sup> ~~on~~ the generality of the fore-

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going, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

#### ARTICLE VII - Miscellaneous Provisions

17. All of the documents upon which the Redeveloper's bid and the Authority's award of this contract are based, including the Notice of Sale, Notice of Public Hearing on Terms of Sale, Invitation for Bids, Instructions to Bidders, Notice to Bidders Interested in Parcel No. 3, Form of Bid for Acquisition of Land, Bidder's Non-Collusive Affidavit, Bidder's Statement of Qualifications, Contract for Purchase of Land for Redevelopment, the REDEVELOPMENT PLAN FOR THE WESTERN REDEVELOPMENT PROJECT, UR MINN. 1-2, WEST OF MINNESOTA STATE CAPITOL, REVISED FEBRUARY 1957 (including Part B, Maps A-F, but excluding Attachment 1, "Legal Description", and excluding Part C, the Relocation Plan), Building Requirements dated May 1957, Parcelization Map dated February 1957, Form of Deed of Conveyance of Lands for Redevelopment, Addendum No. 3 and Opinion of Counsel, are referred to as the "Contract Documents". All of the Contract Documents are hereby incorporated into this Contract for Purchase of Land for Redevelopment and made a part hereof as fully as if set forth in full herein, and it is specifically agreed that the Authority and the Redeveloper shall be fully bound and obligated by all provisions of the Contract Documents or any part thereof, regardless of whether such provisions of the Contract Documents are expressly contained in this Contract for Purchase of Land for Redevelopment.

18. 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 as such, together with the Building Requirements dated May 1957, are included in the Contract Documents), and that the Building Requirements and Land Use Controls shall be imposed as restrictions upon and running with the land for a period of 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 UR Minn. 1-2, subject to such variances as may be granted in accordance with the provisions of paragraph III C 2 a ii (c) of said Redevelopment Plan.

19. 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, its 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 7(a), of this agreement, provided, however, that no corporation designated by the Redeveloper to receive title to and to develop any parts or portions of the Property, shall have any obligations except as to the parts or portions of the Property held by it. Following the execution of a Certificate of Completion in the manner specified in Article III, Section 7(a), of this agreement, the provisions of this agreement shall no longer bind the Redeveloper or its 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 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).

20. The Redeveloper shall remain liable to the Authority for the complete performance of the Contract as to the entire Property, but notwithstanding anything elsewhere in this Contract provided;

(a) each corporation designated by the Redeveloper to receive title to and to develop any parts or portions of the Property shall have obligations only as to such parts or portions of the Property as are held by it, and

(b) no corporation designated by the Redeveloper to receive title to and to develop any parts or portions of the Property shall have any obligation as to the performance of the Contract by the Redeveloper or by other corporations designated by the Redeveloper to receive title to and to develop other parts or portions of the Property.

21. 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 mem-

S/N.J.S.  
S/H.J.M.

bership, agency, or employment by the Authority or within two years after the

S/E.G.  
S/R.D.S.

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 10% 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. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise from the same.

S/R.D.S.  
S/E.G.  
S/N.J.S.  
S/H.J.M.

22. The Redeveloper 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.

23. A notice <sup>or</sup> 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

S/E.G.  
S/R.D.S.  
S/N.J.S.  
S/H.J.M.

(a) In the case of a notice or communication to the Redeveloper, is addressed to Redeveloper at the following address:

Raphael D. Silver, President  
National Redevelopment Corp.  
1207 N.B.C. Building  
Cleveland, Ohio

(b) In the case of a notice or communication to the Authority, is addressed to the Authority at the following address:

Executive Director  
Housing and Redevelopment Authority  
1745 City Hall and Court House  
Saint Paul 2, 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.

24. 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.

25. This agreement may be executed in five counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

S/E.G.  
S/R.D.S.  
S/N.J.S.  
S/H.J.M.

\_\_\_\_\_ , the Redeveloper, has caused this agreement to be executed by its President and its Secretary and its corporate seal to be hereunto affixed and duly attested, the day and year first above written.

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## BOUNDARY DESCRIPTION - REDEVELOPMENT PROJECT UR MINN. 1-2 (Western Project)

The area known as Redevelopment Project UR Minn. 1-2 (Western Project) is bounded as follows:

Beginning at the intersection of the center lines of Western Avenue and Rondo street, thence Easterly along the center line of Rondo Street to the intersection of the center lines of Rondo Street and Virginia Avenue, thence Northerly along the center line of Virginia Avenue to the intersection of the center lines of St. Anthony and Virginia Avenues, thence Westerly along the center line of St. Anthony Avenue to the Westerly line of Lot 7, Block 12, Elfelt, Bernheimer & Arnold's Addition to St. Paul extended Southerly to the center line of St. Anthony Avenue, thence Northerly along the Westerly line of said Lot 7 and along said line extended to the Northerly line of the alley in said Block 12, thence Westerly along the Northerly line of said alley 100 feet more or less to the Westerly line of Lot 4 in said Block 12, thence Northerly along the Westerly line of said Lot 4 and along said line extended to the center line of Central Avenue, thence Westerly along the center line of Central Avenue to the intersection of said center line of Central Avenue with the center line of Western Avenue, thence Northerly along said center line of Western Avenue to the Southerly line of the alley in Block 7 of said Elfelt, Bernheimer & Arnold's Addition to St. Paul, thence Easterly along the Southerly line of the alley in said Block 7 extended Westerly to the center line of Western Avenue, thence Easterly along the Southerly line of the alley in said Block 7 said line extended across Virginia Avenue and along the Southerly line of the alley in Block 8 of Elfelt, Bernheimer & Arnold's Addition to St. Paul and said line extended to the center line of Farrington Avenue, thence Northerly along the center line of Farrington Avenue to the Southerly line of the alley in Block 3, Elfelt, Bernheimer & Arnold's Addition to St. Paul extended Westerly to the center line of Farrington Avenue, thence Easterly along the Southerly line of said alley through Block 3 of Elfelt, Bernheimer & Arnold's Addition to St. Paul and along said line extended through Block 3 of Chamber's Addition to the City of St. Paul, to the center line of Galtier Street, thence Southerly along the center line of Galtier Street to the Southerly line of the alley in Block 4, Elfelt, Bernheimer & Arnold's Addition to St. Paul extended to center line of Galtier Street, thence Easterly across Galtier Street along the Southerly line of the alley in Block 3, Florence's Addition to St. Paul, Corrected Plat, extended along said Southerly line of said alley and along said line extended to the center line of Marion Street, thence Northerly along the center line of Marion Street to the Southerly line of the alley in Block 1, Florence's Addition to St. Paul, Corrected Plat, extended to center line of Marion Street, thence Easterly along the Southerly line of said alley to the Westerly line of Lot 14, Auditor's Subdivision No. 6, thence Northerly along the Westerly line of said Lot 14 to a point 7.02 feet South of the Northwest corner of said Lot, thence Easterly on a line perpendicular to the Westerly line of said Lot to a point of intersection with the Easterly line of said lot, thence Northerly along said Easterly line to the Northeast corner of said lot, thence Easterly along the Northern boundary lines of Lots 15 and 16 of said Auditor's Subdivision No. 6 to a point of intersection with that portion of the Northern boundary line of Lot 16 in the Southeast corner of Lot 11 of said Auditor's Subdivision No. 6, thence Northerly on Easterly line of Lot 11, 21.97 feet to a point, thence Easterly along that portion of the Northern boundary of Lot 16 to the Northeast corner of said Lot, thence Southerly along the Eastern boundary of said Lot 16 to a point 21.97 feet South of the Northeast corner of said Lot 16, thence Easterly on a line perpendicular to the Easterly line of said Lot 16 through Lot 17 and along the Northern boundary of Lot 18 and that portion of the Northern boundary line of Lot 19 that lies West of the Southwest corner of Lot 7, thence continuing Easterly on a line extended through Lot 7 to a point of intersection with and perpendicular to the Eastern boundary of Lot 7, all in Auditor's Subdivision No. 6,

thence Southerly along the Eastern boundary line of Lot 7 to a point of intersection with the Northern boundary line of Lot 20, thence Easterly along the Northern boundary line of Lots 20, 21, and 22 to the center line of the public alley with Lot 22 on its Western boundary and Lots 23 and 25 on its Eastern boundary, thence Southerly along the center line of said alley to a point of intersection with the center line of Aurora Avenue, thence Westerly along the center line of Aurora Avenue to the intersection of Easterly line of Lot 19 extended to center line of Aurora Avenue, Auditor's Subdivision No. 6, thence Southerly across Aurora Avenue to the Northeasterly corner of Lot 2, Auditor's Subdivision No. 53, and Southerly along the Easterly line of said Lot 2 to the Southeasterly corner of said lot, thence Easterly along the Northerly line of Lots 9, 8, 7, 6, 5, and 1, H. H. Miller's subdivision, to the Westerly line of Rice Street, thence Southerly along the Westerly line of Rice Street to the intersection of the Westerly line of Rice Street with the Southerly line of Rondo Street, thence Southeasterly along the Southwesterly line of Rice Street to the point where the Southwesterly line of Rice Street intersects the Easterly line of Lot 1, Block 7, Rondo's Addition to the City of St. Paul, thence Southerly along the Easterly line of said Lot 1 to the Southeasterly corner of said Lot 1, thence Westerly along the Northerly line of Lots 10 and 9, Block 7, Rondo's Addition, to a point equidistant from the Easterly and Westerly lines of Lot 9, Block 7, Rondo's Addition, thence Southerly along a line equidistant from and parallel to the Easterly and Westerly lines of said Lot 9 a distance of 50 feet, thence Westerly along a line parallel to the Northerly line of said Lot 9 to the Easterly line of Lot 6, Block 7, Rondo's Addition, thence Southerly along the Easterly line of said Lot 6 to the Southeasterly corner of said Lot, thence Westerly along the Southerly line of said Lot 6 to the Easterly line of Ravoux Street, thence across Ravoux Street to the Northeasterly corner of Lot 4, Block 6, Rondo's Addition, thence Westerly along the Northerly line of said Lot 4, and along said line extended across Lot 3 of said Block 6 and across Cathedral Place to the Westerly line of Cathedral Place, thence Northerly along the Westerly line of Cathedral Place to the Northeasterly corner of Lot 14, Kuhn's Subdivision of Block 5, Rondo's Addition, thence Westerly along the Northerly line of Lots 14, 13, 12, 11 and 8, Kuhn's Subdivision of Block 5, Rondo's Addition, to the Easterly line of Louis Street, thence Westerly across Louis Street, to the Northeasterly corner of Lot 13, Block 1, Bailey's Addition to Rondo's Addition, thence Westerly along the Northerly line of Lots 13, 12, 11, 10 and 9, Block 1, Bailey's Addition to Rondo's Addition, and along the Northerly line of Lots 32 through 17, Block 7, Mininger's Addition to St. Paul, to the Easterly line of Farrington Avenue, thence Westerly across Farrington Avenue to the intersection of the center line of the alley in Block 2, Mininger's Addition to St. Paul with the Westerly line of Farrington Avenue, thence Westerly along the center line of said alley to the Easterly line of Virginia Avenue, thence Westerly across Virginia Avenue to the Northeasterly line of Lot 16, Block 2, Grace's Addition to St. Paul, thence Westerly along the Northerly line of Lots 16 through 9, Block 2, Grace's Addition, and said line extended to the center line of Western Avenue, thence Northerly along the center line of Western Avenue, to the point of beginning, all according to the recorded plats of said Elfelt, Bernheimer & Arnold's Addition to St. Paul, Chamber's Addition to the City of St. Paul, Minnesota, Florence's Addition to St. Paul, Corrected Plat, Auditor's Subdivision No. 6, St. Paul, Minnesota, Auditor's Subdivision No. 53, St. Paul, Minnesota, H. H. Miller's Subdivision, Rondo's Addition to the City of St. Paul, Kuhn's Subdivision of Block 5, Rondo's Addition to Saint Paul, Bailey's Addition to Rondo's Addition to St. Paul, Mininger's Addition to St. Paul, and Grace's Addition to St. Paul, on file and on record in the office of the Register of Deeds in and for Ramsey County, Minnesota.