



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

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DEED OF CONVEYANCE OF LAND FOR REDEVELOPMENT

THIS INDENTURE, made this _____ day of _____, 19____, 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 Grantor, and _____, a religious corporation organized under the laws of the State of _____ and having its principal office at _____, hereinafter referred to as the GRANTEE,

WITNESSETH:

WHEREAS, the Grantor, acting pursuant to the provisions of Public Law 171, passed by the 81st Congress of the United States, as amended (U.S.C.A. title 42, Sec. 1440, et seq.), and of Chapter 487, Laws Minnesota 1947, as amended (M.S.A. 462.411, et seq.) on March 6, 1957, adopted the REDEVELOPMENT PLAN FOR THE WESTERN REDEVELOPMENT PROJECT, UR MINN. 1-2, WEST OF THE MINNESOTA STATE CAPITOL, REVISED FEBRUARY 1957, and said Redevelopment Plan has been approved by Resolution of the Common Council of the City of Saint Paul April 2, 1957 (Council File No. 182121), and

WHEREAS, the Grantee has submitted a proposal for the purchase and redevelopment of certain lands within the Western Redevelopment Area, Project UR Minn. 1-2, and the Grantor has accepted such proposal and entered into a contract with the Grantee for the purchase of land for redevelopment dated _____ 19 .

NOW, THEREFORE, the Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, and in consideration of the observance and performance by the Grantee of the covenants of the aforesaid Contract for Purchase of Land for Redevelopment and of the covenants, conditions, and restrictions hereinafter contained, does hereby grant, bargain, quitclaim, and convey unto the said Grantee, its successors and assigns, subject to the reservations, restrictions and conditions hereinafter set forth, all that tract or parcel of land lying and being in the County of Ramsey and State of Minnesota described as follows, to-wit:

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining, to the said Grantee, its successors, and assigns, forever, subject, however, to the reservations, restrictions, and conditions which shall run with the land and be binding up the Grantee, its successors and assigns, as follows:

(a) The Grantee agrees for itself, its successors and assigns of the property or any part thereof, as follows:

(1) That it shall devote the Property only to the use specified in the Redevelopment Plan, or such use as may be specified in any amendments or revisions of said Redevelopment Plan which may be adopted 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 Grantee and incorporated into the Contract for the Purchase of Land for redevelopment between the Grantor and the Grantee dated 19 , as Exhibit B, and that such construction shall be commenced within six months from the date of conveyance of the Property to the Grantee and shall be completed in compliance with the terms of the said Contract for the Purchase of Land for Redevelopment and in conformity with the Redevelopment Plan within three years from the date of said contract.

(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, 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 covenants or to obtain damages for its breach may be brought by the Grantor or its successors or assigns or by any person or persons segregated or discriminated against in violation of the covenant. The Grantor 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) The Grantee shall not, without the prior written consent of the Grantor, prior to the completion of the construction and development of the above described premises, as evidenced by the execution and delivery of a Certificate of Completion by the Grantor, assign, transfer, or convey to any other person or corporation any right, title, or interest in or to the above described premises or any portion thereof. The Grantor covenants that it will, upon completion by the Grantee (or by its approved successors or assigns), of all structures and other improvements upon the premises, make a final inspection of the premises to ascertain whether all such buildings and other improvements have been completed in accordance with the requirements of the aforesaid Federal and State statutes and of the Redevelopment Plan, and that, upon determination by the Grantor of such satisfactory completion, the Grantor will execute and deliver to the Grantee a Certificate of Completion certifying to such completion and conformance with the requirements of the aforesaid statutes and Redevelopment Plan. Such Certificate of Completion will be executed in such form as to permit it to be filed for record in the office of the Register of Deeds of Ramsey County, Minnesota, and shall constitute a conclusive determination of the satisfactory completion by the Grantee or its approved successors or assigns of all obligations and covenants between the Grantee and the Grantor with reference to the improvement of the above described premises and of the conformity of such improvements with all requirements of the aforesaid Federal and State statutes and of the Redevelopment Plan. From and after the delivery and recording of such Certificate of Completion, this restriction against transfer or conveyance of the premises shall no longer remain in effect, but any subsequent transfer or conveyance shall notwithstanding be subject to all other continuing reservations, restrictions, and conditions herein contained.

(c) All buildings to be constructed upon the Property, and any other development or improvement thereupon, and any use to which the Improvements may be put

shall be in full conformance with the Redevelopment Plan, Project UR Minn. 1-2, as heretofore adopted by the Grantor and approved by Resolution of the Common Council of the City of Saint Paul, which said plan is on file and of record in the office of the City Clerk of the City of Saint Paul. All of the standards and requirements of said Redevelopment Plan are hereby incorporated into this instrument as fully and completely as if set forth in full herein, and this conveyance is subject to all of the reservations, restrictions and conditions set forth therein.

(d) No portion of the Property shall be used for any unlawful or dangerous purpose, nor shall there be maintained or permitted thereon any nuisance or any business or other operation not specifically authorized by the Redevelopment Plan referred to in the preceding paragraph (c).

(e) All of the reservations, restrictions, and conditions hereinabove set forth shall be and remain in full force and effect for a period of 40 years from April 2, 1957, excepting only the covenant against discrimination contained in paragraph (a) (4) of this instrument, which said covenant shall be perpetual; provided, however, that the agreements and covenants provided in clauses (a) (1), (a) (3), and (a) (4) of this instrument shall be binding upon the Grantee 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.

(f) The Grantee, for itself, its successors and assigns, hereby empowers and authorizes the Grantor to bring any action or actions at law or in equity which the Grantor in its discretion may deem necessary or proper for the enforcement or the prevention of the violation or breach of any of the reservations, restrictions, or conditions herein contained, or to recover damages for the violations or breach of any of said reservations, restrictions, or conditions. Any waiver of a claim by the Grantor for violation or breach of any of said reservations, restrictions or conditions shall not be construed to be a waiver of any provisions of this agreement with respect to any other violation or breach by the Grantee, its successors or assigns. The Grantor 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 instrument, and such agreements and covenants shall run in favor of the Grantor, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of the Property or any part thereof. As such beneficiary, the Grantor 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.

IN TESTIMONY WHEREOF THE Grantor has caused these presents to be executed in its corporate name by its Chairman and its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

In presence of:

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

By _____
Chairman

Secretary

(CORPORATE SEAL)

N.A. used

CONTRACT FOR NEGOTIATED SALE OF

REDEVELOPMENT LANDS TO A RELIGIOUS ORGANIZATION

This AGREEMENT, entered into as of the 30th day of September, 1958, 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 Trinity Lutheran Church, 515 Farrington Street, Saint Paul, Minnesota, 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, 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 3, Western Area Addition, also all of Lots 1 & 2, Block 4, Elfelt, Bernheimer and Arnold's Addition to Saint Paul according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

hereinafter referred to as the "Property," 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, which are attached hereto as Schedule B and made a part hereof, and

WHEREAS, the Authority believes that the redevelopment of the Property pursuant to the Redeveloper's plans and proposals attached hereto as Exhibit B, 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 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 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 purchase price in the amount of Twenty-nine thousand dollars, and seven ¹⁴² and five cents
Dollars (\$29,000.75).

(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 systems, and such other easements or rights-of-way as are designated approximately in the Redevelopment Plan, Project UR 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.

(c) The Authority has registered or will register the title to the above described lands under the Torrens Act, and will, within 15 days from the date of this Agreement, furnish the Redeveloper with a Registered Property Certificate issued by a qualified abstracter 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 receipt 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 not more than 90 days after the date of execution of this agreement.

(d) In the event the Redeveloper shall fail to pay the full purchase price of the property within six (6) months from the date of this Agreement, the Authority shall serve a notice of demand for payment and tender delivery of deed upon the Redeveloper and upon the surety upon his performance bond (if such performance bond is furnished), 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 declare the same

veloper to be in default and this Agreement terminated, and in such event the Redeveloper and the sureties upon its bond shall be liable for ten percent (10%) of the agreed purchase price of the property as and for liquidated damages for the breach of this contract.

(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 delivery 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. In the event the Redeveloper is not exempt from real estate taxes then in such event 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 of

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 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 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-in-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 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 itself, its successors, 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 ~~by~~ 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 attached hereto as Exhibit B, and that such construction shall be commenced within two years from the date of conveyance of the Property to the Redeveloper and shall be completed in compliance with the terms of this agreement and in conformity with the Redevelopment Plan within four years from such date. It is understood that the proposed Structure is to be completed on schedule, with an additional unit, for the expanding services of the congregation, to be completed one year from the completion of the above indicated building schedule. This second unit to conform to parking regulations of the Authority and other considerations affecting the architectural orientation and utilitarian purposes involved in this contract. This later unit may or may not be constructed depending on prevailing conditions.

(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, sub-lease, transfer, use, or occupancy of the Property or its developments, 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 of 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 3 of the 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 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), and (4) of the Section 3 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.

(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.

4. 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 ten percent (10%) of the total purchase price of the property, which bond shall not be released in whole or in part until all the property to be purchased by the Redeveloper hereunder (1) has been fully paid for and the improvements therein completed or (2) has been cancelled from coverage under this Agreement pursuant to Article I, Section 1 (d), 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.

(b) The Redeveloper, in the letting of any contracts for construction of buildings or other improvements upon the Property, shall require of any such contractors completion and performance bonds in the full amounts of said contracts, naming the Authority as 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 completion and performance bonds shall be executed by responsible corporate sureties approved by the Authority.

5. 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. 462.411, 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 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, and 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 its preliminary sketch plans and proposed progress schedule with respect to the Improvements 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 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 conformance 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 have 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, and 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 and 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.

6. 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 obligating the Redeveloper and its successors and assigns, with respect to the construction of the Improvements and the dates for the beginning and completion 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 contain 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) 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 LV - ASSIGNMENT AND SPECULATION

7. 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; (3) the fact that a transfer of the interest of the Redeveloper or any part thereof is for practical purposes a transfer or disposition of the property then owned by the Redeveloper, the qualifications and identity of the Redeveloper, are of particular concern to the community and the Authority, and (4) the fact that a change in the nature and purposes of the Redeveloper, as a religious or charitable organization, might result in a change in the character of the uses of the Property and might conflict with the general purposes of the Redevelopment Plan. 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 hereby 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 Redeveloper of any 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 membership 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, 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 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 to 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 respect to the making of the Improvements, from any of its obligations with respect thereto.

ARTICLE V - Mortgage Financing

8. 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 of lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance 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 purpose 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.

9. 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 Redeveloper 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 re-vesting 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 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 a result of our 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 purpose 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.

10. 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 option 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.

11. 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 Re-

developer shall have any further rights or liability to the other under this agreement.

12. 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 violation of this agreement:

(1) The Redeveloper assigns or attempts to assign this agreement or any right 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.

13.(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 reenter and take possession of the Property either before or after such conveyance. ~~In the event of~~

(b) In the event that 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.

14. 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.

15. (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 part 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 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

16. 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, UR 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), are hereby incorporated into this contract and made a part hereof as fully and completely as if set forth in full herein.

17. It is expressly covenanted and agreed by the Authority and 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 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.

18. 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 Redevelopemnt 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 the 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 6 (a), of this agreement. Following the execution of a Certificate of Completion in the manner specified in Article III, Section 6 (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).

19. 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 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.

20. The Redeveloper shall pay for all Federal revenue Stamps upon deeds of conveyance from the Authority as such Federal revenue Stamps are required, and shall pay the cost of recording said deeds.

21. 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:

515 Farrington Street
St. Paul, Minnesota

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

1745 City Hall & 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 despatched as above required.

22. 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.

23. This agreement may be executed in ^{six}
~~four~~ 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 Trinity Lutheran Church, 515 Farrington, St. Paul, Minn.

_____,
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.

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

(SEAL)

Attest:

By _____

Chairman

Secretary

Secretary

(SEAL)

REDEVELOPER

By

Trinity Lutheran Church
Harry E. Wood President
Earl L. Nelson Secy.

Witnesses:
Richard C. Halvorsen
Attest:
Colman Q. Sorenson

Secretary

STATE OF MINNESOTA ()
COUNTY OF RAMSEY () ss.

On this _____ day of _____, 1958, 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 the said _____ and _____ acknowledged the said instrument to be the free act and deed of said governmental corporation.

Notary Public, Ramsey County, Minnesota
My commission expires _____

STATE OF MINNESOTA ()
COUNTY OF RAMSEY () ss.

On this 30th day of September, 1958, before me, a Notary Public within and for said County, personally appeared Narry E. Wood and Earl L. Nelson,

to me personally known, who, being each by me duly sworn, did say that they are respectively the Church President and the Church Secretary of Trinity Lutheran Church, 515 Farrington St., St. Paul the corporation named in the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustees and said President, Narry E. Wood and Secretary, Earl L. Nelson acknowledged said instrument to be the free act and deed of said corporation.

Helen A. Spielman
Notary Public, Ramsey County, Minnesota
My Commission expires October 31, 1960

HELEN A. SPIELMAN,
Notary Public, Ramsey County, Minn.
My Commission Expires Oct. 31, 1960

BID BOND

Handwritten: Not used

KNOW ALL MEN BY THESE PRESENTS that we, Trinity Lutheran Church, 515 Farrington Street, Saint Paul, Minnesota, as principal, and Paul Frilseth, Ordean Hanson, Delmar Freeman, Bill Johnson, Joe Lee, Sr., Harry Wood, and Pastor Amon Johnson as surety, are jointly and severally held and firmly bound to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (Hereinafter referred to as the Authority) and to its successors and assigns, in the amount of Twenty Nine Hundred and 28/100 Dollars (\$ 2900.08 ⁴²⁸), lawful money of the United States, to the payment of which, well and truly to be made, we hereby bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this obligation is such that, whereas the principal has submitted a bid for the purchase of lands for redevelopment in the Western Redevelopment Area, Project U.R. Minn. 1-2, now, therefore, if the said Authority shall award the contract for the purchase of said lands to the principal, and if the principal shall thereupon enter into a Contract for the Purchase of Land for Redevelopment pursuant to his said bid, and shall furnish to the Authority therewith a satisfactory performance and completion bond, certified check, or personal guarantee, pursuant to the requirements to said contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect, and the bidder's default shall constitute a forfeiture and the surety shall be liable to the Authority for the full amount of this bond as liquidated damages for said default.

TRINITY LUTHERAN CHURCH

Harry E. Wood
President

Carl L. Nilson
Secretary

Paul H. Frilseth
Surety

D. E. Freeman
Surety

Ordean Hanson
Surety

Bill Johnson
Surety

J. L. Lee, Sr.
Surety

Amon O. Johnson
Surety

Harry E. Wood

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 30th day of September, 1958, before me, a Notary Public
within and for said County, personally appeared Paul Trilseth, Ordean Hanson,
Delmer Freeman, Bill Johnson, Joe Lee St., Harry Wood,
and Pastor Amon Johnson, Earl L. Nelson,

to me known to be the persons described in and who executed the foregoing instrument,
and acknowledged that they executed the same as their free act and deed.

Helen A. Spielman
Notary Public, Ramsey County, Minnesota
My commission expires October 3, 1963

HELEN A. SPIELMAN,
Notary Public, Ramsey County, Minn.
My Commission Expires Oct. 31, 1963

(Power of attorney or other authorization on behalf of surety shall be attached
here.)