



**Economic Development Authority**  
1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

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**ECONOMIC DEVELOPMENT AUTHORITY WORK SESSION**  
**MUNICIPAL CENTER**  
**ADMINISTRATION CONFERENCE ROOM**  
**MARCH 28, 2016**  
**4:30 P.M.**

1. Open Work Session

2. Roll Call

3. Agenda Items

3.A. Emerson Park Commercial Building Discussion

Documents: [EDA MEMO - SHERMAN PROPOSAL - 3-21-16.PDF](#), [SHERMAN SITE PLAN.PDF](#)

3.B. Town Center I Discussion

Documents: [TOWN CENTER I PRELIMINARY DEV. DISCUSSION.PDF](#), [TOWN CENTER II CONCEPT PLANS.PDF](#)

3.C. Town Center II Concept Plan Review

Documents: [TOWN CENTER II CONCEPT PLANS.PDF](#)

4. Adjourn

**TO: EDA PRESIDENT AND BOARD**  
**FROM: EXECUTIVE DIRECTOR**  
**DATE: MARCH 28, 2016**



**City of West Saint Paul**

**SUBJECT:**

Emerson Park Commercial Building.

**BACKGROUND INFORMATION:**

As you know, the EDA has an Agreement with Sherman Associates to develop Phase II of the Sherman redevelopment project. He had some difficulty marketing this property during the Robert Street construction last year and certain items were not completed; therefore, Sherman is in default.

The main deficiency items include:

- The second commercial building was not constructed.
- The Minimum Assessment Agreement was not recorded.

Staff's proposal to correct the deficiencies includes:

- Sherman will record the Minimal Assessment Agreement (MAA) on the commercial building by June 30, 2016
- Sherman does not need to build Phase II(b) or any variation
- Sherman will pay \$51,567 for the immediate TIF deficiency (failing to record the MAA back in 2012) in 5 monthly installments of \$10,313.40, beginning on June 30, 2016
- Staff's offer was \$130,000. The TIF district should have generated \$139,000 for the deficiency over the life of the TIF District. George would pay 13 monthly installments of \$10,000, beginning on July 31, 2016. **George has countered offered for \$100,000 and would pay \$10,000 over 10 months.**
- As an additional concession staff offered to waive the park dedication fees of about \$13,000. There is not any significant additional density generated with project.
- If Sherman fails to record the MAA, then Sherman has to pay a deficiency of \$357,467

**EXPENSES:**

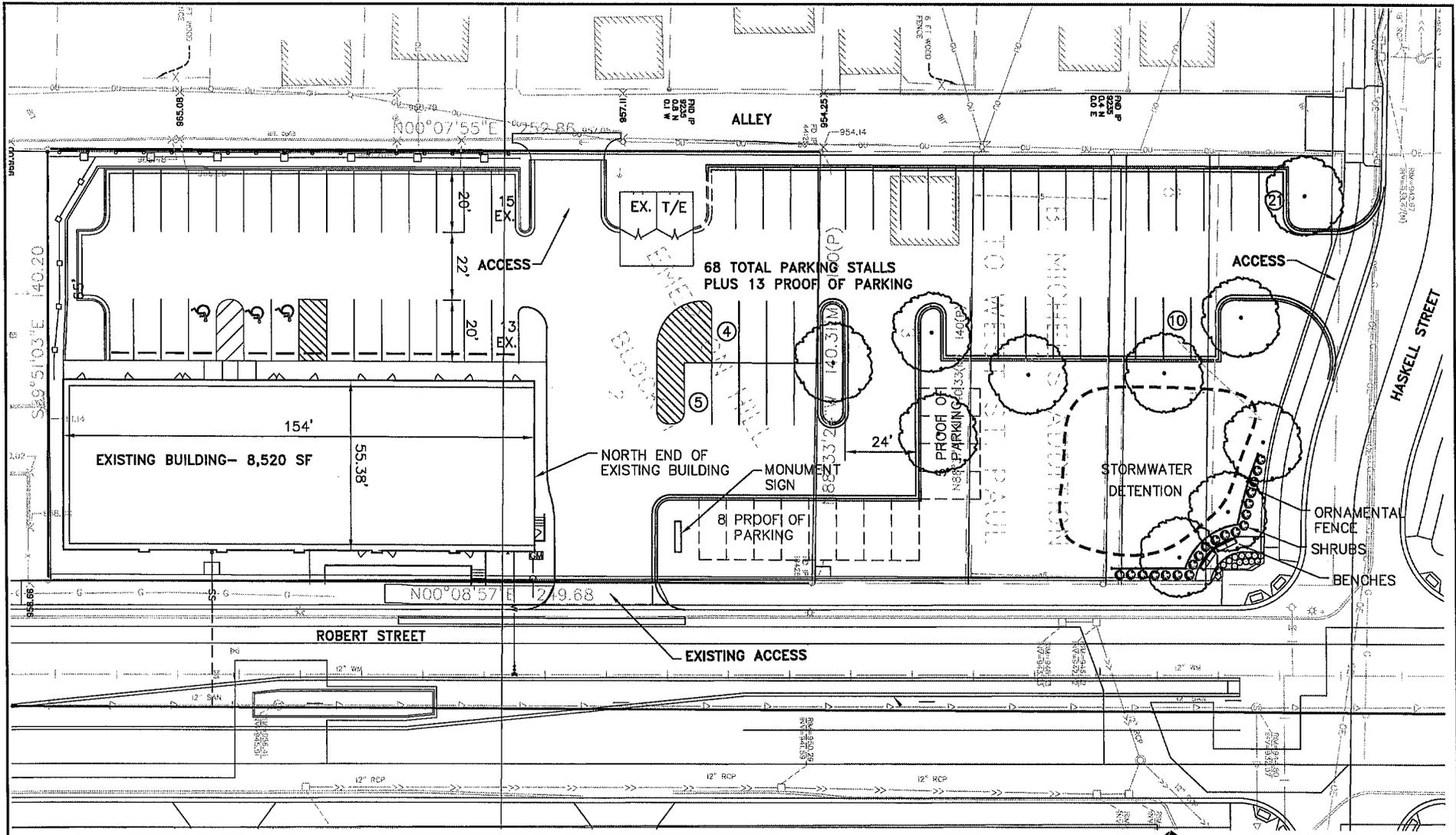
		Amount
<b>Fund:</b>		
<b>Department:</b>	Comm. Dev.	
<b>Account:</b>	N/A	\$

**STAFF RECOMMENDATION:**

Consider proposal as listed above.

**ATTACHMENTS:**

- Proposed Site Plan



**EMERSON HILL COMMERCIAL - SKETCH PLAN**  
**WEST SAINT PAUL, MINNESOTA**

0' 15' 30'  
 SCALE: 1" = 30'  
 DATE: 3-16-18  
 DRAWN BY: MK



SHERMAN ASSOCIATES  
 233 Park Ave. South, Suite 201  
 Minneapolis, Minnesota 55415  
 Phone 612.332.3000  
 Fax 612.332.8119

**TO: EDA PRESIDENT AND BOARD**  
**FROM: EXECUTIVE DIRECTOR**  
**DATE: MARCH 28, 2016**



**City of West Saint Paul**

**SUBJECT:**

Town Center I Preliminary Development Discussion.

**BACKGROUND INFORMATION:**

You may recall, in last week's EDA updates I mentioned that Dave Carland, the developer with Venture Pass, sent the attached letter that basically states the project costs are rising to a level where the project does not makes financial sense anymore. He mentioned that he would prefer to be let out of his preliminary development agreement with the EDA. The economic development committee (Matt, Stacie, Kori, Joan and I) determined that the best option would be to purchase the Maaco and Aamco (and Aamco lease) properties from Mr. Carland after he purchases them. The reason the EDA should purchase the properties from the developer and not directly from the properties is to avoid paying about \$200,000 in relocation fees. The main items in the attached Third Amended Preliminary Development Agreement include:

- The developer will lose his exclusivity to develop the property.
- The EDA will purchase Maaco and Aamco (and Lease) properties from the developer (Mr. Carland asked that the EDA pay closing costs and an additional \$25,000 per building, but these terms are not in the agreement. For reference Blockbuster was \$20,000).
- The EDA will have control to redevelopment the property.

Staff recommends that after the EDA closes on the properties. Staff will show the whole 4.6 acre site to a number of developers to see if they would have interest in developing the site using the Cunningham plan as a guide.

**EXPENSES:**

		Amount
Fund:	TBD	
Department:		
Account:	N/A	\$

**STAFF RECOMMENDATION:**

Consider purchasing the Maaco and Aamco (and Lease) properties from Venture Pass Partners.

**ATTACHMENTS:**

- Letter from Dave Carland, Venture Pass Partners, LLC
- Proposed Third Amended and Restated Preliminary Development Agreement

## Jim Hartshorn

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**From:** Dave Carland <DCarland@VENTUREPASS.NET>  
**Sent:** Tuesday, March 08, 2016 7:15 PM  
**To:** Jim Hartshorn  
**Subject:** Town Center Redevelopment

Jim, unfortunately we have had two additional setbacks in our efforts to facilitate redevelopment of the property at the northwest quadrant of Wentworth Avenue and Robert Street.

**Maaco Property.** Chuck Liesenfeld finally executed a purchase contract with Venture Pass Partners but is now at an apparent impasse with the land seller for the relocation. In his last e-mail Chuck indicated that “the deal is not going to work” and that he has spent money in excess of the relocation assistance allotted to him by the City. Our agreement with him is contingent upon his successful relocation so we can’t acquire his property if he does not pursue the relocation.

**Aamco Property.** The landowner Walt Whitney has been more reasonable to work with but his price has gone up \$200,000 from our initial discussions in 2014. In addition he now has a tenant that wants significant compensation to give up his lease rights.

Even if we are able to turn these two transaction around, we still need to negotiate purchases with Batteries Plus and Granny Doughnuts.

When I appeared before the EDA last September I expressed my concerns regarding the economic viability of the redevelopment given the escalating property owner expectations. Things have gotten worse to the point where I don’t believe this project is a good use of City resources or likely to be profitable for Venture Pass.

We are willing to assign our purchase contract with Chuck Liesenfeld to the City or even another developer but I’m not sure it has any value without a commitment from the seller to move forward with its relocation. It should also be noted that if a continuous center median is installed on Wentworth between Robert Street and Livingston this season then the Aamco and Maaco properties are have limited utility without a connection to Livingston.

We are also willing to meet with any City Staff or elected officials to further discuss options for the redevelopment.

David Carland  
Venture Pass Partners, LLC  
19620 Waterford Court  
Shorewood, MN 55331  
(o) 952.473.1210  
(c) 612.963.9107  
[dcarland@venturepass.net](mailto:dcarland@venturepass.net)



**SECOND-THIRD AMENDED AND RESTATED  
PRELIMINARY DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of March, 2016, by and between the West St. Paul Economic Development Authority (the “EDA”), a corporate body public and politic, 1616 Humboldt Avenue, West St. Paul, Minnesota 55118, and Venture Pass Partners, LLC, a Minnesota limited liability company (the “Developer”) 19620 Waterford Court, Shorewood, Minnesota 55331.

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**WITNESSETH:**

WHEREAS, the EDA and Developer entered into a Preliminary Development Agreement on May 12, 2014 and an Amended and Restated Preliminary Development Agreement on April 13, 2015 and a Second Amended and Restated Preliminary Development Agreement on December 1, 2015 for the consideration of the redevelopment of the area depicted on Exhibit A (“Redevelopment Property”); and

WHEREAS, the EDA is the owner of certain real properties within the Redevelopment Property (the “EDA Properties”), identified on Exhibit B; and

WHEREAS, the Developer has presented to the EDA a concept plan (the “Development”) for the Redevelopment Property which proposal contemplates the EDA’s conveyance of the EDA Properties to the Developer; and

WHEREAS, the Developer has ~~presented~~ an offer to purchase the real property at 81 Wentworth Avenue, West St. Paul, identified on Exhibit C (“Wentworth Property”), which is located within the Redevelopment Property and is also attempting to acquire 1571 Robert Street, West St. Paul, also identified on Exhibit C (“Aamco”); and

WHEREAS, the Redevelopment Property is located within the City’s Town Center Mixed Use District, which was specifically created to attract high quality commercial and mixed use developments; and

WHEREAS, the EDA seeks assurance that the Developer will work diligently toward the assemblage of the Redevelopment Property so that there is an orderly and phased development that is consistent with the expectations of the EDA’s concept for the Town Center Mixed Use District, including the landscaping designs for Robert Street; and

WHEREAS, the EDA and Developer intend to proceed with the Development if: (i) a design for a phased master plan the Development can be agreed upon by the EDA and the Developer; (ii) a satisfactory agreement can be reached regarding the purchase price to be paid by the Developer for the EDA Properties; (iii) satisfactory financing for the Development can be secured; and (iv) the economic feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties.

**NOW, THEREFORE**, in consideration of the covenants and obligations of the parties hereto, the EDA and the Developer hereby agree as follows:

Section 1. Preliminary Nature of Agreement. The EDA and Developer agree that this Agreement is intended to be preliminary in nature. Before the EDA and Developer can make a decision on whether to proceed with the implementation of the Developer's Development concept or any modification thereof, it will be necessary to assemble and consider information relative to the uses, design, economics and other aspects of the Development. The purpose of this Agreement is to allow the Developer an opportunity to assemble such necessary information, to refine or modify the above referenced Development concept, and to negotiate with the EDA concerning the execution of a purchase and development agreement (the "Contract") which, if executed, will set forth the rights and responsibilities of the EDA and the Developer with respect to the Development.

~~During the term of this Agreement, the EDA agrees that it will not enter into or negotiate a similar agreement or Contract with any party other than the Developer for a project on the Redevelopment Property.~~

Section 2. Present Intent of Parties. It is the intention of the parties that this Agreement document their present understanding and commitments and that if the following conditions can be fulfilled to the satisfaction of the EDA and Developer that the parties will proceed in an attempt to formulate a mutually satisfactory Contract:

- (a) The Developer demonstrates the feasibility of the Development as refined pursuant to this Agreement;
- (b) The Developer provides such documentation regarding the economic feasibility of the Development as the EDA may wish to receive during the term of this Agreement;
- (c) The completion of all undertakings required by this Agreement in a satisfactory and timely manner;
- (d) The satisfaction of such other conditions as are determined to be appropriate by written agreement by the parties as provided for in Section 10; and
- (e) The Development is generally consistent with the proposal submitted to the EDA on April 14, 2014 or as may be amended and approved by the EDA.

Section 3. Development Design. The Developer's concept for the Development on the Redevelopment Property is preliminary in nature and must be refined or modified before implementation. The concept as proposed involves the construction of a commercial/retail development together with related improvements.

Section 4. Developer Undertakings. During the term of this Agreement the Developer shall use commercially reasonable efforts to do the following:

- (a) Continue to refine or modify its site and building plans for the Development.
- (b) Seek to secure tenants for the Development; provided that the Developer has no authority by virtue of this Agreement to lease or otherwise encumber the EDA Properties, without the EDA's written consent.
- (c) Submit to the EDA a proposed schedule for the Development as well as the timing of the closing on financing.
- (d) Seek to secure a commitment for financing sufficient for construction of the Development.
- (e) Using title information and a survey provided by the EDA, update evidence of title to the EDA Properties and provide to the EDA any objections to title.
- (f) Submit to the EDA a project pro forma detailing all costs of the Development and the sources and uses of all funds to be raised to finance the Development, including justification for the amount proposed to be paid by the Developer, if any, to acquire the EDA Properties and City assistance necessary to proceed with development of the Redevelopment Property.
- (g) Undertake preliminary engineering and soil testing of the Redevelopment Property as Developer determines, in its sole discretion. For this purpose, the Developer and its contractors shall have the right to enter upon the EDA Properties at reasonable times and after notice to the EDA. The Developer shall indemnify, defend and hold the EDA harmless from and against any claims or damage, of whatsoever nature, arising out of the entry onto the EDA Properties and shall repair any damage caused to the EDA Properties.
- (h) Using environmental reports and studies provided by the EDA and such other studies and testing deemed necessary by Developer, determine the acceptability of the environmental condition of the Redevelopment Property.
- (i) Use commercially reasonable efforts to acquire the Redevelopment Property or secure options or purchase agreements with the owners of such property.
- (j) Identify public improvements expected or required to be completed as part of the Development.
- (k) Conduct a community open house to solicit public input regarding the proposed development concepts and such other neighborhood meetings, if requested by the EDA.
- (l) Work with the EDA or City to provide information necessary to apply for funding grants from governmental grant sources.

(m) Make all required presentations to the City Council, the EDA and the Planning Commission in connection with approvals of the Development.

(n) Seek to acquire Wentworth Property.

(o) Seek to acquire Aamco Property.  
(m)

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Except as otherwise provided herein, all of the information described above shall be prepared or collected at the sole expense of the Developer. The Developer agrees that it will provide the EDA with quarterly status reports on progress made with respect to its activities under this Agreement.

Section 5. EDA Undertakings. During the term of this Agreement, the EDA will undertake the following:

- (a) Assist in identifying public improvements necessary to be constructed in connection with the Development.
- (b) Identify construction, permit, application, utility and any other fees and the amount of such fees that the Developer may be expected to pay in connection with the Development.
- (c) Identify the approval process and timeframes for development approvals that may be expected for the Development.
- (d) Identify the sources of public financial assistance that may be made available to the Developer in connection with the Development such as tax increment financing, state, local and federal grants and land write down assistance. If any such financial assistance is actually provided in connection with the Development, the amount, timing and terms of such assistance will be set forth in the definitive Contract and no commitment is being made in this Agreement that any such assistance will be provided to the Developer.
- (e) Provide to the Developer title information based on which the Developer can update evidence of title to the EDA Properties.
- (f) Cause to be prepared drafts of the Contract.
- (g) Provide to the Developer any surveys and environmental reports related to the EDA Properties that are in the possession of the EDA.
- (h) Analyze information provided by the Developer to determine if the conveyance of the EDA Properties for a purchase price that is less than its market value is justified.

- (i) Reimburse the owner of the Wentworth Property, for “reimbursable expenses” in an amount not to exceed \$15,000, subject to the terms and conditions stated below. The owner of Wentworth Property must provide the following to the Developer:
1. A signed purchase agreement or lease agreement to relocate its existing business to another location;
  2. A signed purchase agreement with the Developer or with the EDA to sell the Wentworth Property to the Developer or to the EDA; and
  3. Receipts or invoices for “reimbursable expenses” and proof of payment.

Upon receipt and verification of the documentation stated in 1-3 above, the EDA shall make payment to the owner of the Wentworth Property in an amount not to exceed \$15,000.

“Reimbursable expenses” means the costs related to determining the suitability of a new location for the business located at Wentworth Property, including the following: professional services for environmental studies or analysis, non-refundable city planning application fees, professional architectural plans or surveys, legal fees, or title examination costs. “Reimbursable expenses” do not include earnest money or other similar refundable deposits.

(j) If Developer closes on Wentworth Property, EDA shall immediately acquire the Wentworth Property from Developer for the same acquisition costs as Developer paid for the Wentworth Property, including purchase price and closing costs that are due in the ordinary course of business (collectively referred to as “Acquisition Costs”). The closing between the EDA and the Developer shall occur within 5 business days after Developer closes on the Wentworth Property and upon proof of Acquisition Costs evidenced by the title company’s closing statement.

**Formatted:** List Paragraph, Indent: Left: 0.38", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: 0.88", Left

(k) If Developer closes on Aamco Property, EDA shall immediately acquire the Aamco Property from Developer for the same Acquisition Costs as Developer paid. The closing between the EDA and the Developer shall occur within 5 business days after Developer closes on the Aamco Property and upon proof of Acquisition Costs evidenced by the title company’s closing statement.

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If Developer acquires Wentworth Property and/or Aamco Property, it is a binding obligation that the EDA purchase the properties from the Developer for the Developer’s Acquisition Costs.

~~If the Developer directly acquires Wentworth Property, then the Developer shall reimburse the EDA the lesser of (1) \$15,000, or (2) Reimbursable expenses paid by the EDA to the owner of Wentworth Property. Such reimbursement shall be due on or before the Developer closes on Wentworth Property. If the Developer does not acquire~~

~~Wentworth Property, then the EDA shall not be reimbursed any costs paid pursuant to this paragraph.~~

Section 6. Contingencies. The parties acknowledge and agree that proceeding with the Development is subject to a number of contingencies that are required. Except as otherwise being for the benefit of Developer as set forth herein, the contingencies are for the benefit of both parties and must be waived by both parties in writing. Such contingencies include, but are not limited to, the following:

- (a) The Developer acquires all or part of the Redevelopment Property by direct purchase or has options or purchase agreements for such properties within the Development.
- (b) The EDA and the Developer having obtained all necessary approvals for the Development from any participating governmental authority.
- (c) The Developer having obtained such zoning modifications, rezoning, planned unit development approvals, conditional use permits and such other zoning approvals as are necessary to allow the Development to move forward.
- (d) Title to the EDA Properties is acceptable to the Developer in its sole discretion.
- (e) The Developer having conducted such soils, well, engineering, hazardous waste, environmental and other testing as it determines necessary.
- (f) The Developer having obtained financing for the Development acceptable to Developer.
- (g) The economic feasibility of the Development being acceptable to Developer.
- (h) The Developer agreeing to provide the City with necessary temporary and permanent easements it needs within the Redevelopment Property.

Section 7. Negotiation of Contract and Right of First Refusal.

- (a) During the term of this Agreement, the EDA and the Developer shall proceed in good faith with the negotiation of a Contract relative to the Development if the conditions of Section 2 are satisfied. The decision to enter into a Contract shall be in the sole discretion of each of the parties. If the parties have negotiated in good faith but are not able to agree to acceptable Contract terms, it shall so notify the other party, whereupon this Agreement shall terminate and neither party shall have any rights or obligations to the other or to any third party under or with respect to this Agreement, except as provided in Section 9 regarding costs incurred prior to such termination and except as to a right of first refusal described herein. If the Developer determines during the term of this Agreement that undertaking the

Development is not financially feasible, it will promptly notify the EDA of such determination and the parties will terminate this Agreement.

- (b) During the term of this Agreement or during the term of a Contract, if one is entered into between the Developer and the EDA, if Developer acquires ~~the Wentworth Property~~ or has a purchase agreement with any other properties in the Redevelopment Property, and subsequently terminates this Agreement or a Contract, Developer hereby gives the EDA a right of first refusal to purchase the ~~Wentworth Property from Developer for Eight Hundred Twenty Thousand Dollars and 00/100s (\$820,000.00)~~ acquired properties or to assign the purchase agreements to the EDA.

Section 8. Effect of Approvals. No approval given by the EDA hereunder or in connection herewith shall be deemed to constitute an approval of the Development for any purpose other than as stated herein and the process outlined in this Agreement shall not be deemed to supersede any concept review, conditional use permit, vacation, subdivision, or other zoning or planning approval process of the EDA or the City relative to the development of real estate.

Section 9. Payment of Costs. In consideration of the EDA's covenants and agreements set forth herein, the Developer agrees that it will pay costs incurred by the EDA in connection with the preparation of this Agreement and costs incurred from the effective date for financial analysis, the negotiation, preparation and implementation of the Contract. The Developer has deposited \$5,000 with the EDA pursuant to the Preliminary Development. The EDA shall have the right to draw upon such amounts to pay its costs as provided herein. If the amount on deposit becomes depleted, the EDA shall have the right to request that the Developer replenish such funds upon which the Developer shall remit to the EDA additional funds to be held on deposit and used to pay costs. If on termination of this Agreement, the amounts held by the EDA are insufficient to pay the EDA's costs, the Developer shall be liable for any deficiency. If this Agreement is terminated in accordance with the terms hereof, any sums remaining on deposit with the EDA, after the EDA pays or reimburses itself for costs incurred to the date of termination, shall be returned to the Developer within 14 days of termination. No other financial obligations shall exist between the parties, other than those that may be negotiated and contained in the Contract.

Section 10. Modifications. This Agreement may be modified and the term hereof may be extended only through written amendments hereto signed by both of the parties to this Agreement.

Section 11. ~~Deleted. Exclusive Rights. In consideration of the time, effort and expenses to be incurred by Developer in pursuing the undertakings set forth herein and in further consideration of the funds paid to the EDA, the receipt of which is hereby acknowledged, the EDA hereby agrees that for the term of this Agreement it will not provide or enter into any Contract or an agreement for provision of financial assistance to any third party in connection with any proposed development within the Town Center Mixed Use District. During such period the Developer shall have the exclusive right to work with the EDA in establishing a definitive~~

~~Contract for the Redevelopment Property. Said exclusive rights shall continue, unless earlier terminated as provided herein, for the period described within Section 12 of this agreement.~~

Section 12. Termination. ~~If no Contract has been entered into, This this Agreement shall be effective until terminate on April 30, 20162017, unless extended by mutual written agreement of the parties. If for any reason a Contract has not been entered into by the parties by such date or any mutually approved extension thereof, this Agreement If this Agreement terminates, it~~ shall be null and void and neither party shall have any liability or obligations to the other, except as provided in Section 9 regarding EDA costs incurred prior to the termination of this Agreement.

This agreement may be terminated by the EDA as to all or a portion of the Redevelopment Property upon the giving of written notice to the Developer that the Developer is not diligently pursuing its required activities under this Agreement. Developer shall have a reasonable time, but in no event less than 30 days to effect a cure of such default, or to demonstrate that it is diligently pursuing such cure. The EDA may also terminate this agreement for the failure of the Developer to make any payment due in accordance with Section 9 if such payment is not made within 15 days of notice requesting payment.

This Agreement may be terminated by Developer as set forth in Section 7.

Section 13. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement.

Section 14. Notices. Notice, demand, or other communication from one party to the other shall be deemed effective if sent by U.S. mail, postage prepaid, return receipt requested or delivered personally to a party at its address in the first paragraph of this Agreement, or at such other address or other acceptable form of communication as such party may designate in writing to the other party.

**IN WITNESS WHEREOF**, the EDA has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

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**WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY**

By \_\_\_\_\_  
David Meisinger, President

By \_\_\_\_\_  
James Hartshorn, Executive Director

Date \_\_\_\_\_

**VENTURE PASS PARTNERS, LLC**

By \_\_\_\_\_  
David Carland, President

Date \_\_\_\_\_

**EXHIBIT B**

**Legal Description of EDA's Properties**

1589 Robert Street South (vacant property formerly occupied by Car-X)

Parcel A

Lots 4, 5, 6 and 7, Block 1, Erchingers Addition to South St. Paul, Dakota County, Minnesota

PIN 42-24200-01-070

Abstract

1539 Robert Street South (vacant property formerly occupied by Blockbuster)

Parcel B

Lots 3 and 4, Block 1, City Center Addition, according to the recorded plat thereof, Dakota County, Minnesota

PIN 42-17800-01-030 and 42-17800-01-040

Abstract and Torrens

## EXHIBIT C

### Legal Description of Wentworth Property

81 Wentworth Ave. E., West St. Paul, Minnesota, County of Dakota

#### Parcel A:

The East 125 feet of the South 166.84 feet of Lot Seven (7), Block One (1), City Center Addition according to the plat thereof on file and of record in the office of the Dakota County Recorder.

#### Parcel B:

Lot 7, Block 1, City Center Addition, Dakota County, Minnesota, as platted and of record in the office of the County Recorder, except the East 125.00 feet of the South 166.84 feet, and except the West 40.08 feet of said Lot 7, and except the North 40.00 feet of said Lot 7, and except that part of said Lot 7, described as follows:

Beginning at the point of intersection with the East line of said Lot 7, and the South line of Lot 6, Block 1, City Center Addition; thence Westerly along the Westerly extension of the South line of said Lot 6, a distance of 60.07 feet; thence Northerly parallel with the East line of said Lot 7 to the intersection with the Westerly extension of the North line of said Lot 6; thence Easterly along the Westerly extension of the North line of said Lot 6 to the East line of said Lot 7; thence Southerly along the East line of Lot 7 to the point of beginning.

PID: 42-17800-01-072

Abstract

### Legal Description of Aamco Property

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1571 Robert St. S., West St. Paul, Minnesota, County of Dakota

Lot #6, Block 1, City Center Addition, West St. Paul, Dakota County, Minnesota, and that part of lot 7, beginning at a point on the east line of said lot 7, at the point of intersection with the south line of lot 6; thence westerly along the south line of said lot 6, extended a distance of 60.07 ft; thence northerly and parallel with the east line of lot 7 to the north line of lot 6 extended; thence easterly along the north line of lot 6 extended to the east line of lot 7; thence southerly along the east line of lot 7 to the point of beginning, situated in block 1, City Center Addition, West St. Paul, Dakota County, Minnesota.

PID: 42017800-01-063

Abstract

**TO: EDA PRESIDENT AND BOARD**  
**FROM: EXECUTIVE DIRECTOR**  
**DATE: MARCH 28, 2016**



**City of West Saint Paul**

**SUBJECT:**

Town Center II Concept Plan Review.

**BACKGROUND INFORMATION:**

Dave Carland, Venture Pass Partners is working with the owner of the 5.93 acre Town Center II area. Mr. Carland has asked to review three different concept plans with the EDA to determine if they should invest additional funding to move their project forward. The three plans include one retail and two restaurant uses. They have not requested any business subsidies and their plans include access to Livingston Avenue for 5 – 8 Club, Applebee’s and Rack Shack. Mr. Carland will review the attached concept plans with the Board on Monday.

**EXPENSES:**

		Amount
Fund:		
Department:		
Account:	N/A	None

**STAFF RECOMMENDATION:**

Review and discuss.

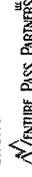
**ATTACHMENTS:**

- Three Site plans



10000 Wisconsin Drive, Suite 300  
 Minneapolis, MN 55454  
 Phone: 612.338.8800  
 Fax: 612.338.8801  
 Website: www.sambatek.com

Engineering | Surveying | Planning | Environmental



VENTURE PASS PARTNERS

CONDOR CORP.

**Project**  
 Robert St-Lothenbach  
 Concept Plan 1

**Location**  
 WEST ST PAUL,  
 MINNESOTA

**Certification**

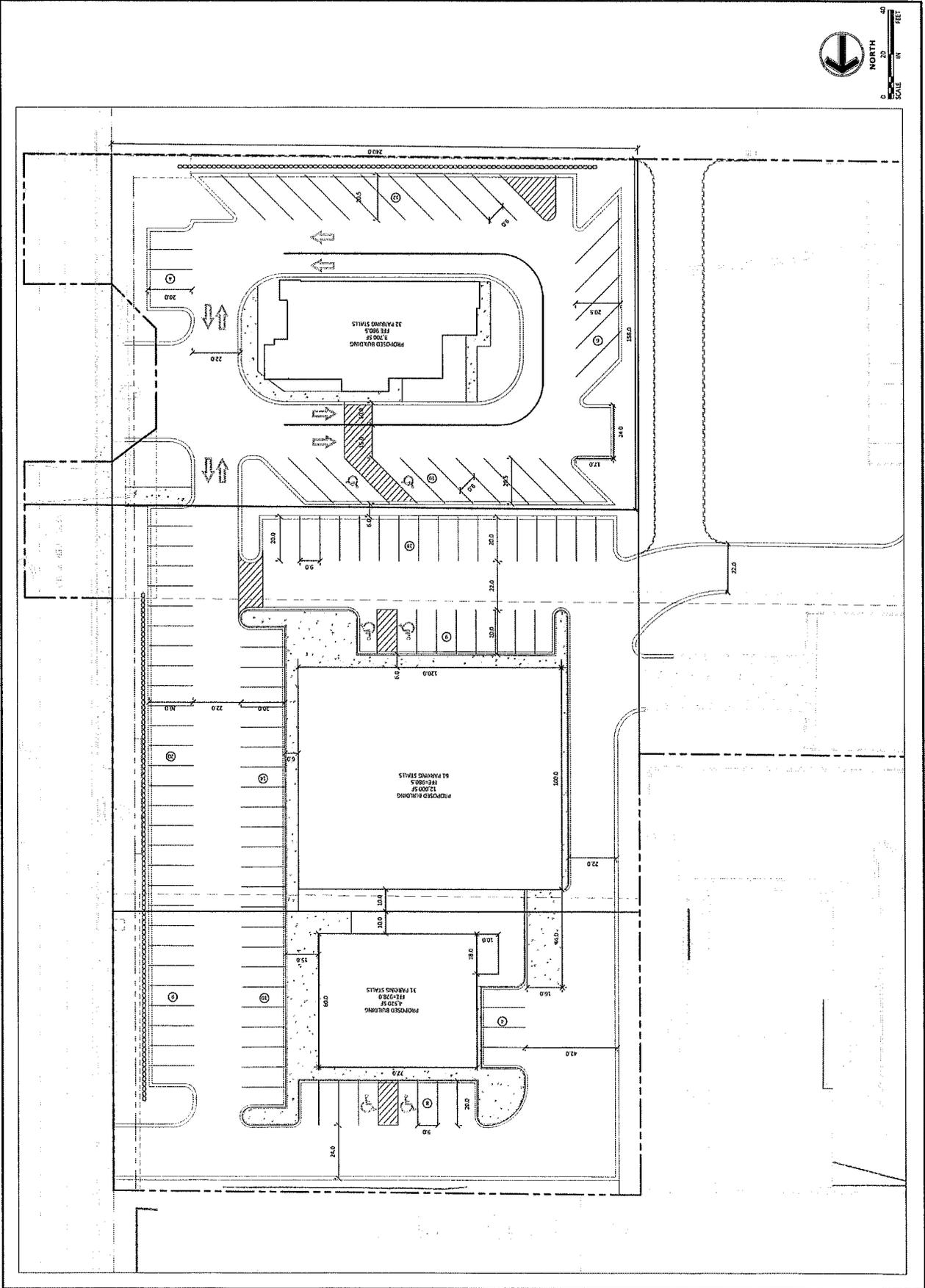
**Summary**  
 Drawn by: [Name]  
 Check / Prepared by: [Name]  
 Approved by: [Name]

**Revision History**  
 No. Date By: [Name] / [Action]

**Sheet Title**

**Sheet No. Revision**

**Project No. CON20491**







**TO: EDA PRESIDENT AND BOARD**  
**FROM: EXECUTIVE DIRECTOR**  
**DATE: MARCH 28, 2016**



**City of West Saint Paul**

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**EXPENSES:**

		Amount
Fund:		
Department:		
Account:	N/A	None

**STAFF RECOMMENDATION:**

Review and discuss.

**ATTACHMENTS:**

- Three Site plans

