

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

ECONOMIC DEVELOPMENT AUTHORITY MEETING
JULY 11, 2016
IMMEDIATELY FOLLOWS THE CITY COUNCIL MEETING
MUNICIPAL CENTER COUNCIL CHAMBERS

1. Call To Order
2. Roll Call
3. Adopt Agenda
4. EDA Consent Agenda Items
 - 4.A. EDA Meeting Minutes
Documents:
[6-27-16 EDA MINS.PDF](#)
5. Commissioner Comments
6. New Business
 - 6.A. Public Hearing To Consider Purchase Offer For EDA Lots
Documents:
[PURCHASE OFFER - EDA LOTS.PDF](#)
7. Old Business
8. Adjourn

*If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at
651-552-4100, TDD 651-322-2323 at least 5 business days prior to the meeting
www.wspmn.gov EOE/AA*

**City of West St, Paul
Economic Development Authority Minutes
June 27, 2016**

1. Call to Order

President David Meisinger opened the regular EDA meeting at 7:50 p.m.

2. Roll Call

Present: President David Meisinger and Commissioners Pat Armon, Dave Napier, Dick Vitelli and Jenny Halverson. Commissioners John Bellows and Ed Iago had an excused absence.

Others: City Manager Matt Fulton, Executive Director/Community Development Director Jim Hartshorn, City Attorney Korine Land, Finance Director/Treasurer Joan Carlson and City Clerk/Secretary Chantal Doriott.

3. Adopt Agenda

The agenda was approved as presented with the addition of a Beirut Restaurant discussion.

4. EDA Consent Agenda Items

A. Work Session Minutes of February 8, May 23 and June 13, 2016 and Meeting Minutes of February 8 and May 23, 2016.

B. May 2016 Budget Report

Motion was made by Com. Vitelli and seconded by Com. Halverson to approve the meeting minutes as outlined above and the May Budget Report as presented. All members present voted in favor. The motion carried.

5. Commissioner Comments

Com. Armon said "Shop Robert".

6. New Business

6.A. Commercial Sign Grant Request - 1689 Oakdale Avenue (Midwest Plastics)

Executive Director Jim Hartshorn gave an overview. The owner of Midwest Plastics, Don Roth, is requesting approval of a sign grant application. The application is to replace a pylon sign with a monument sign in the grant amount of \$5,484.80 for a new Burger Time monument sign.

Commissioner comments:

- President Meisinger asked if the sign will be placed in the same location. Director Hartshorn said it will not be in the same location, but it will be close.
- Com. Napier is in favor and is very supportive of the request.

- Com. Armon is supportive but would like to monitor the job creation threshold to be met in regards for public assistance. Executive Director Hartshorn said the company has to create 30 jobs in so many years and they are ahead of schedule.

Motion was made by Com. Vitelli and seconded by Com. Halverson to approve the grant application for a new monument sign for Burger Time restaurant in the amount of \$5,484.80. All members present voted in favor. The motion carried.

7. Old Business

There was no old business to discuss.

8. Adjourn

Motion was made by Com. Napier and seconded by Com. Halverson to adjourn the EDA meeting at 7:55 p.m. All members present voted in favor. The motion carried.

Chantal Doriott

Chantal Doriott
City Clerk/Secretary
City of West St. Paul

TO: EDA PRESIDENT AND BOARD
FROM: COMM. DEV. DIRECTOR
DATE: JULY 11, 2016



City of West Saint Paul

SUBJECT:

Purchase Offer for EDA Residential Lots.

BACKGROUND INFORMATION:

As you know, staff has been working with Metzen Realty Inc. to market the EDA owned lots as one package.

The main items of the purchase agreement include:

- Staff received a purchase offer from Greenlaw Realty for \$104,400 (includes all five lots.)
- Closing by August 31, 2016.
- Upon construction, the minimum home value will be at least \$205,000, unless otherwise approved by the EDA.
- The buyer would be required to build one house per year, unless otherwise approved.
- Approval of a Variance for 158 Haskell Street (the lot size is short by 226 sq. ft. will be required before construction begins on this lot.

As you can see from the attachment, all of the properties were purchased from 2009 – 2011. Almost all of these homes were over 60 years old, vacant, blighted, foreclosed and were purchased under market value from a bank. The average tax value for a house valued between low to mid \$200's is about \$2,500 per year.

STAFF RECOMMENDATION:

Consider purchase offer and direct staff.

ATTACHMENTS:

- Development Agreement between the City of WSP and Greenlaw Realty
- List of EDA residential lots for sale
- List of purchased houses and sale/property information
- Map showing locations of EDA lots
- Minimum Lot Standards

CONTRACT FOR PRIVATE REDEVELOPMENT

THIS AGREEMENT, made on or as of the _____ day of _____, 2016, by and between West St. Paul Economic Development Authority (“EDA”), a Minnesota public body corporate and politic organized and existing under the Constitution and laws of Minnesota, located at 1616 Humboldt Avenue, West St. Paul, Minnesota 55118, and Greenlaw Realty, LLC (“Developer”), a Minnesota limited liability company, located at 824 142nd Ave NE, Ham Lake, MN 55304.

WITNESSETH:

WHEREAS, the EDA was created pursuant to Minnesota Statutes, Sections 469.090 to 469.108, and was authorized to transact business and exercise its powers by a resolution of the City Council of the City of West St. Paul (“City”); and

WHEREAS, in furtherance of the objectives of the Act, the EDA has undertaken various projects to promote the creation of housing, economic and job opportunities within the City, and in this connection is engaged in carrying out a Redevelopment Project known as the Housing Replacement Program in the City; and

WHEREAS, among the powers possessed by the EDA is the power to carry out within a Redevelopment Project undertakings and activities for the elimination or prevention of the development or spread of slums or blighted, deteriorating areas and for economic development; and

WHEREAS, there is located within the City parcels of real property, more particularly described in Exhibit A (the “Development Property”), comprised of five properties, some of which may be subdivided or combined and developed into more than one residential building, which are in need of redevelopment in order to help maximize housing opportunities for the community; and

WHEREAS, in order to achieve the objectives of the EDA, the EDA is prepared to sell all of the properties in the Development Property to Developer for \$104,400.00, which is less than the EDA’s investment in the Development Property, in order to reduce blight; and

WHEREAS, the EDA believes that the redevelopment of the City pursuant to this Agreement, and fulfillment generally of this Agreement, are in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Agreement” means this Agreement, as the same may be modified, amended, or supplemented, in writing, by mutual agreement of both parties.

“City” means the City of West St. Paul, Minnesota.

“Closing Date” means on or before August 31, 2016.

“Condemnation Award” means the amount remaining from an award to the Developer for the acquisition of title to and possession of the Minimum Improvements or any material part thereof, after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such award.

“Construction Plans” means the plans, specifications, drawings, and related documents on the construction work to be performed by the Developer on the Development Property for each residential building, which (a) shall be detailed as the plans, specifications, drawings and related documents which are submitted to the building official of the City, and (b) shall include at least the following: (i) site plan; (ii) foundation plan; (iii) floor plan for each floor; (iv) cross sections of each (length and width); (v) elevations (all sides); (vi) landscape plan; and (vii) such other plans as the EDA may reasonably request to allow it to ascertain the nature and quality of the proposed Minimum Improvements.

“County” means Dakota County.

“Developer” means Greenlaw Realty, LLC, a limited liability company, and its successors or assigns.

“Development Property” or “Property” means the real property described in Exhibit A of this Agreement, which includes five (5) properties made up of different sized lots, some of which may be subdivided or combined in order to maximize the housing opportunities.

“Earnest Money” means the earnest money deposit of Five Thousand Dollars and no/100s (\$5,000.00) to be deposited with the EDA upon execution of this Agreement by Developer.

“EDA” means the West St. Paul Economic Development Authority, a public body corporate and politic organized under the laws of the State of Minnesota, or its successor or assign.

“Event of Default” means an action by the Developer listed in Article VII of this Agreement.

“Holder” means the owner of a Promissory Note or Notes and Mortgage Deed.

“Maturity Date” means the date when the Developer has satisfied its obligations under the Agreement and the EDA has issued the Certificate of Completion.

“Minimum Improvements” means the acquisition of land and construction of a residential building or buildings. The Minimum Improvements are more fully described in Exhibit B, which is attached hereto and incorporate herein.

“Mortgage Deed” means any Mortgage Deed made by the Developer, which is secured in whole or in part, by the Development Property and which is a Permitted Encumbrance pursuant to the provisions of this Agreement.

“Net Proceeds” means any proceeds paid by an insurer to the Developer or the EDA under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses incurred in the collection of such proceeds.

“Permitted Encumbrances” means the following encumbrances on the title to the Development Property: (i) such encumbrances as are mutually agreed to by the EDA and the Developer; (ii) utility, drainage, and highway easements that do not interfere with use of the Development Property; (iii) easements, encroachments, and restrictions shown on the Plat; (iv) governmental regulations, if any, affecting the use and occupancy laws of the Development Property and Minimum Improvements; (v) zoning laws of the City, County, and State, reservations to the State, in trust for the taxing districts concerned, of minerals and mineral rights in those portions of the Development Property the title to which may have at any time heretofore been forfeited to the State for nonpayment of real estate taxes; (vi) terms and conditions of this Agreement and those Exhibits referenced herein and attached hereto; and (vii) a lien for any unpaid real estate taxes, if any, not presently payable but to be paid as part of the annual taxes to become due.

“Project” or “Redevelopment Project” means the redevelopment of the Development Property.

“Purchase Price” means One Hundred and Four Thousand, Four Hundred Dollars and no/100s (\$104,400.00).

“State” means the State of Minnesota.

“Title Company” means DCA Title, 1276 S. Robert St., West St. Paul.

“Unavoidable Delays” means delays beyond the reasonable control of the party seeking to be excused, which are the direct result of strikes, other labor troubles, weather, fire, or other casualty to the Minimum Improvements or Site Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, results in delays, or acts of any federal, state or local governmental unit (other than the EDA in exercising its rights under this Agreement) that result in delays.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the EDA. The EDA makes the following representations:

(a) The EDA is duly organized and existing under the laws of the State. Under the provisions of the Act, the EDA has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The activities of the EDA are undertaken for the purpose of removing, preventing, or reducing blight, blighting factors, or the causes of blight, and for the purposes of increasing the tax base and housing opportunities within the City.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) Redeveloper has paid the Earnest Money to the EDA.

(b) The Developer is a limited liability company duly registered in the State of Minnesota.

(c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the EDA on the Development Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts, the existence of which would cause it to be in violation of any local, state, or federal environmental law, regulation or review procedure or which give any person a valid claim under any of the foregoing.

(d) The Developer will complete the Minimum Improvements in accordance with all local, state, federal laws or regulations.

(e) The Developer will obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or acquired.

(f) The Developer is prepared to immediately commence construction of the Minimum Improvements and has the financial capacity to meet its obligations specified in this Agreement.

(g) The Developer will have satisfied the terms and conditions contained in this Agreement prior to the Maturity Date or posted surety bonds for future fulfillment of all requirements contained in the Agreement.

(h) The Developer will convey each residential building within the Development Property to a buyer who shall personally occupy the single-family residential building pursuant to the Housing Replacement Program Guidelines. The buyer may not sell, lease, sublet, let or rent the Development Property to another person without prior written approval of the EDA. This provision shall run with the land and shall survive the Certificate of Completion.

(i) The Developer shall cooperate with the EDA with respect to any litigation, other than litigation in which the EDA and the Developer are adverse parties, commenced with respect to the Project or Minimum Improvements.

(j) In the event that this Agreement is terminated by the EDA as a result of an Event of Default, the Developer agrees that it will, within ten (10) days of written demand by the EDA, reimburse the EDA for all of its costs and expenses, including reasonable fees for attorneys and consultants, incurred in connection with the negotiation, preparation and implementation of this Agreement.

(k) Whenever any Event of Default occurs and the EDA employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the EDA, pay to the EDA the reasonable fees for attorneys and other expenses so incurred by the EDA.

Section 2.3. Environmental Conditions

(a) As Is. Developer shall take the Property in an "as is" condition and shall assume the risk of any and all adverse environmental conditions. The EDA represents and warrants that during its ownership, to its knowledge, it has taken no actions that would negatively impact the environmental condition of the Property.

(b) Copies of Information. Upon the execution of this Agreement, the EDA shall provide Developer with true and correct copies of all studies, correspondence and other data in the EDA's possession with respect to the environmental condition of the Property

(c) Hold Harmless. Developer agrees to indemnify and hold the EDA harmless from any costs, expenses and/ or claims associated with, occasioned by or arising out of Developer's entry and testing of the Property.

ARTICLE III

Conveyance of Property

Section 3.1. Status of Development Property. The EDA presently owns the Development Property. The EDA agrees that it will convey the Development Property to the Developer in accordance with and subject to the terms and conditions stated in this Article III.

Section 3.2. Conveyance of the Development Property. The EDA shall convey title to and possession of the Development Property to the Developer under a Quit Claim Deed, which is attached hereto as Exhibit C and incorporated herein. All special assessments levied or pending as of the date of the conveyance shall be paid by the EDA. The conveyance of the Development Property and the Developer's use of the Development Property shall be subject to all of the conditions, covenants, restrictions and limitations imposed by this Agreement. The Developer's use of the Development Property shall also be subject to Permitted Encumbrances, building and zoning laws and ordinances, and all other local, state and federal laws and regulations.

Section 3.3. Time of Conveyance.

(a) Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before the Closing Date. The EDA agrees to deliver legal and actual possession of the Property to Developer on the Closing Date. Closing shall occur at Title Company.

(b) EDA's Closing Documents and Deliveries. On the Closing Date, EDA shall execute and/or deliver, as applicable, to Developer the following:

- (i) Quit Claim Deed. A quit claim deed conveying title to the Property to Developer, free and clear of all encumbrances, except the Permitted Encumbrances (the "Deed").
- (ii) Settlement Statement. A settlement statement with respect to this transaction.
- (iii) General Deliveries. All other documents reasonably determined by Title Company to be necessary to evidence that Developer has duly authorized the transactions contemplated hereby and evidence the authority of Developer to enter into and perform this Agreement and the documents

and instruments required to be executed and delivered by Developer pursuant to this Agreement, or may be required of Developer under applicable law

(c) Developer Closing Documents and Deliveries. On the Closing Date, Developer shall execute and/or deliver, as applicable, to EDA the following:

- (i) Payment of Purchase Price. The Purchase Price, less Earnest Money, shall be payable on the Closing Date, subject to those adjustments, pro-rations and credits described in this Agreement, in certified funds or by wire transfer pursuant to instructions from EDA.
- (ii) Park Dedication Fees. The Developer shall pay any Park Dedication Fees on the Closing Date, as determined by the EDA.
- (iii) Settlement Statement. A settlement statement with respect to this transaction.
- (iv) General Deliveries. All other documents reasonably determined by Title to be necessary to evidence that Developer has duly authorized the transactions contemplated hereby and evidence the authority of Developer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Developer pursuant to this Agreement, or may be required of Developer under applicable law, including any Developer's affidavits or revenue or tax certificates or statements.

(d) Prorations. EDA and Developer agree to the following prorations and allocation of costs regarding this Agreement:

- (i) Title Evidence and Closing Fee. Developer shall pay all premiums for any title insurance policy it desires with respect to the Property. Developer and EDA shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title Company.
- (ii) Transfer Taxes. EDA shall pay all state deed tax regarding the Deed.
- (iii) Recording Costs. Developer will pay all recording costs with respect to the recording of the Deeds, this Agreement, for the recording of the mortgage, if any, and any mortgage registration tax, if any.
- (iv) Real Estate Taxes and Special Assessments. General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between Developer and EDA on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with EDA paying those allocable to the period prior to the Closing Date and

Developer being responsible for those allocable to the Closing Date and subsequent thereto. EDA shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) levied, pending, postponed or deferred with respect to any of the Property as of the Closing Date. Developer shall be responsible for any special assessments that are levied or become pending against the Property after the Closing Date, including, without limitation, those related to Developer's development of the Property.

- (v) Attorneys' Fees. EDA and Developer shall each pay its own attorneys' fees incurred in connection with this transaction.

(e) Title Examination. Developer shall obtain a commitment for an owner's title insurance policy (ALTA Form 2006) issued by Title for the Property (the "Title Evidence").

- (i) Developer Objections. Within ten (10) days after Developer's receipt of the last of the Title Evidence, Developer may make written objections ("Objections") to the form or content of the Title Evidence. The Objections may include without limitation, any easements, restrictions or other matters which may interfere with the proposed use of the Property or matters which may be revealed by any survey. Any matters reflected on the Title Evidence which are not objected to by Developer within such time period or waived by Developer shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). Notwithstanding the foregoing, the following items shall be deemed Permitted Encumbrances: (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any; (b) Reservation of minerals or mineral rights by the State of Minnesota, if any; (c) Utility and drainage easements which do not interfere with the Proposed Use; and (d) Applicable laws, ordinances, and regulations. Developer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time.
- (ii) EDA's Cure. EDA shall be allowed twenty (20) days after the receipt of Developer's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if EDA elects not to cure such Objections, Developer shall have the options set forth in Section 3.4.

Section 3.4. Contingencies. This Agreement and the closing on the sale of the Property shall be contingent upon the following contingencies being satisfied on or before the Closing Date:

(a) Approval of Sale. This Agreement shall be contingent upon the EDA approving the sale of the Property for the Purchase Price at a public hearing to be held on or before August 1, 2016.

(b) Title. This Agreement shall be contingent upon Developer being satisfied with the Title Evidence by the Closing Date.

(c) Environmental. This Agreement shall be contingent upon Developer being satisfied with the environmental conditions of the Property.

If the contingencies in Section 3.4 are not met or waived, the Agreement shall be terminated and neither EDA nor Developer shall be liable to the other for any further obligations under this Agreement (except for such obligations as survive termination of this Agreement) and the Earnest Money shall be refunded to Developer. If contingencies are met but EDA refuses to proceed to Closing, EDA shall refund Earnest Money to Developer. If contingencies are met but Developer refuses to proceed to Closing, EDA shall be entitled to retain Earnest Money

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with Exhibit B and the approved Construction Plans and at all times prior to the Maturity Date, will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved, and kept in good repair and condition.

Section 4.2. Construction Plans.

(a) The Developer shall submit Construction Plans to the EDA for each residential building. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with this Agreement, with the Housing Replacement Program Guidelines and all applicable state and local laws and regulations. The EDA shall approve the Construction Plans if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to previously approved preliminary site and design plans and all applicable federal, State and local laws, ordinances, rules and regulations; (iii) the Construction Plans are adequate to provide for the construction of the Minimum Improvements; (iv) the Construction Plans do not provide for expenditures in excess of the funds available to the Developer for the construction of the Minimum Improvements; and (v) no Event of Default has occurred. No approval by the EDA shall relieve the Developer of its obligation to comply with the terms of state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements. No approval by the EDA shall constitute a waiver of an Event of Default. Such Construction Plans shall be deemed approved unless rejected in writing by the EDA, in whole or in part. Such rejection shall set forth in detail the reasons and shall be made within 20 working days after the date of their receipt by the EDA. If the EDA

rejects the Construction Plans, in whole or in part, the Developer shall submit new or corrected Construction Plans within 20 days after written notification of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the EDA.

(b) If the Developer desires to make any material change(s) in the Construction Plans after their approval by the EDA, the Developer shall submit the proposed change to the EDA for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the EDA shall approve the proposed change(s) and notify the Developer in writing of its approval. Such change in the Construction Plans shall be deemed approved by the EDA unless rejected, in whole or in part, by written notice to the Developer. Such rejection shall be made within 20 working days after receipt of the notice of change(s). The EDA's approval of a proposed change shall not be unreasonably withheld or denied.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements pursuant to the following schedule:

(a) Developer shall commence construction on one of the properties within the Development Property by December 31, 2016; and

(b) Developer shall complete construction on all properties contained in the description of the Development Property by December 31, 2021.

All work with respect to the Minimum Improvements to be constructed by the Developer on the Development Property shall be in conformity with the Construction Plans submitted by the Developer and approved by the City. The Developer shall not do any work or furnish any materials not covered by the Construction Plans for which reimbursement is expected from the EDA.

The Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, and the Quit Claim Deed shall contain covenants on the part of the Developer for itself and such successors and assigns, that the Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the construction of the Minimum Improvements on the Development Property, and that such construction shall in any event be commenced and completed within the period specified in Section 4.3 of this Agreement. It is intended and agreed, and the Quit Claim Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, be binding for the benefit of the EDA and enforceable by the EDA against the Developer and its successors and assigns. Subsequent to conveyance of the Development Property to the Developer, and until construction of the Minimum Improvements has been completed, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the EDA, as to the actual progress of the Developer with respect to such construction.

Section 4.4. Certificate of Completion.

(a) Promptly after completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Minimum Improvements (including the dates for beginning and completion), the EDA will furnish the Developer with an appropriate instrument certifying the completion of said Minimum Improvements for each Property within the Development Property. Such certification by the EDA shall be a conclusive satisfaction and termination of the agreements and covenants in the Agreement and in the Quit Claim Deed with respect to the obligations of the Developer for each lot, and its successors and assigns, to construct the Minimum Improvements within the timeframe established by this Agreement. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

(b) The certificate provided for in this Section 4.4 of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments substantially similar to the form attached hereto as Exhibit D and incorporated herein. If the EDA shall refuse or fail to provide any certification in accordance with the provisions of Section 4.4 of this Agreement, the EDA shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the EDA, for the Developer to take or perform in order to obtain such certification.

(c) The construction of the Minimum Improvements shall be deemed to be completed when such Minimum Improvements are substantially completed. Such Minimum Improvements will be deemed to be substantially completed when the Developer has received a Certificate of Completion from the City.

ARTICLE V

Insurance and Condemnation

Section 5.1. Insurance.

(a) The Developer shall provide and maintain insurance in the following types and amounts at all times during the process of construction the Minimum Improvements, and shall provide to the EDA upon it request proof of payment of the requisite premiums and proof of current insured status:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis" in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in

non-reporting form on the so-called "all risk" form of policy. The interest of the EDA shall be protected in accordance with a clause in form and content satisfactory to the EDA;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutory coverage.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in a form and content satisfactory to the EDA and shall be placed with financially sound and reputable insurers licensed to transact business in the State. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the EDA in the event of cancellation of such policy or change affecting the coverage thereunder.

(b) Upon completion of construction of the Minimum Improvements and prior to the Maturity Date, the Developer shall maintain or cause to be maintained, at its sole cost and expense, and from time to time at the request of the EDA shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris removal and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property in the minimum amount for each occurrence and for each year of One Million Five Hundred Thousand Dollars (\$1,500,000.00), which shall be endorsed to show the EDA as additional insured.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained with responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer shall deposit annually with the EDA policies evidencing all such insurance coverages, or a certificate

or certificates or binders of the respective insurers stating that such insurance is in full force and effect. Unless otherwise provided in Article V of this Agreement, each policy shall contain a provision that the insurer shall not cancel nor modify it without giving written notice to the Developer and the EDA at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the EDA evidence satisfactory to the EDA that the policy has been renewed or replaced by another policy conforming to the terms of this Agreement. In lieu of separate policies, the Developer shall deposit with the EDA a certificate or certificates of the respective insurers as to the amount of coverage in force.

(d) The Developer agrees to notify the EDA immediately in the case of damage exceeding five thousand dollars (\$5,000.00) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In the event that any such efforts to repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or the extent necessary to accomplish such repair, reconstruction and restoration, the Developer shall apply the Net Proceeds of any insurance settlement or payment relating to such damage received by the Developer to the payment or reimbursement of the costs. Net Proceeds of any insurance settlement or payment relating to such damage up to five thousand dollars (\$5,000.00) shall be paid directly to the Developer.

In the event the Minimum Improvements or any portion thereof are destroyed in fire or other casualty and the damage or destruction is estimated to equal or exceed five thousand dollars (\$5,000.00), then the Developer shall, unless otherwise mutually agreed, within one hundred and eighty (180) days after such damage or destruction, use its best efforts to proceed to repair, reconstruct and restore the damaged Minimum Improvements to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer shall apply the Net Proceeds of any insurance settlement or payment relating to such damage or destruction received by the Developer from the EDA to the payment or reimbursement of the costs thereof. Any Net Proceeds remaining after completion of construction shall be disbursed to the Developer.

(e) If the Developer is in compliance with the terms and conditions of this Agreement, then any Net Proceeds of insurance relating to such damage or destruction received by the EDA shall be released on a schedule as determined by the EDA to the Developer upon the receipt of:

(i) A certificate of an authorized representative of the Developer specifying the expenditures made or to be made or the indebtedness incurred in connection with such repair, reconstruction and restoration and stating that such Net Proceeds, together with any other monies legally available for such purposes, will be sufficient to complete such repair, construction and restoration; and

(ii) If Net Proceeds equal or exceed five thousand dollars (\$5,000.00) in amount, the written approval of such certificate by an independent architect or engineer.

The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance settlement or payment received by the Developer for such purposes are sufficient to pay for the same. Any Net Proceeds remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any material part thereof shall be taken in condemnation or by the exercise of eminent domain authority by any governmental body or other person (except the EDA) prior to the Maturity Date, the Developer shall, with reasonable promptness after such taking, notify the EDA as to the nature and extent of such taking. Upon receipt of any Condemnation Award and subject to the rights of the first Mortgagee, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of the Minimum Improvements have been taken, then to reconstruct such part) within the Project.

ARTICLE VI

Prohibitions Against Assignment and Transfer; Indemnification

Section 6.1. Representation as to Redevelopment. The Developer represents and agrees that its purchase of the Development Property, and its other undertakings pursuant to this Agreement, are, and will be used, for the purpose of redevelopment of the Development Property and not for speculation. The Developer further recognizes that, in view of (a) the importance of the redevelopment of the Development Property to the general welfare of the community; and (b) the substantial financing and other public aids that have been made available by the EDA for the purpose of making such redevelopment possible, the identity of the Developer is of particular concern to the community and the EDA. The Developer further recognizes that it is because of Developer's qualifications and identity that the EDA is entering into this Agreement with the Developer, and in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby to be performed.

Section 6.2. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons the Developer represents and agrees that until the Maturity Date:

(a) The Developer has not made or created, and that it will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the EDA.

(b) The EDA shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(i) Any proposed transferee shall have the qualifications and financial responsibilities, as determined by the EDA, necessary and adequate to fulfill the obligations

undertaken in this Agreement by the Developer (or in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part);

(ii) Any proposed transferee, by instrument in writing satisfactory to the EDA and in form recordable with the land records, shall, for itself, and its heirs and assigns, and expressly for the benefit of the EDA, expressly assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions and restrictions to the extent that they relate to such part) unless the Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 6.2(b)(ii) shall not apply: Provided, that the fact that any transferee of, or any other successor in interest whatsoever to the Development Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the EDA) deprive or limit the EDA of or with respect to any rights or remedies or controls with respect to being the intent that no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the EDA of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction and acquisition of the Minimum Improvements that the EDA would have had, had there been no such transfer or change; and

(iii) There shall be submitted to the EDA for review all instruments and other legal documents involved in effecting transfer; and if approved by the EDA, its approval shall be indicated to the Developer in writing.

Section 6.3. Release and Indemnification Covenants.

(a) The Developer covenants and agrees that the EDA, the City and the City Council, and its officers, agents, servants and employees are not liable for and agrees to release, indemnify and, hold harmless the EDA, the City and the City Council, officers, agents, servants and employees against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements, except for loss or damage resulting in willful misconduct or willful negligence of the EDA, the City or the City Council, officers, agents, servants or employees.

(b) Except for any willful misrepresentations or any willful or wanton misconduct or negligence of the following named parties, the Developer agrees to protect and defend the EDA, the City and the City Council, and its officers, agents, servants and employees, now and forever, and further agrees to hold the EDA harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements.

(c) Except as otherwise specifically provided in this Agreement, the EDA, the City and the City Council, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer, its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person other than the EDA, the City or the City Council members, officers, agents, servants or employees.

(d) All covenants, stipulations, promises, agreements and obligations of the EDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the EDA and not of any City Council member, officer, agent, servant or employee of the City or the EDA in his or her individual capacity.

(e) Developer shall indemnify, release, and hold harmless the EDA, its officers, agents, servants and employees, as well as the City, the City Council, and its officers, agents, servants and employees, against all costs, damages or expenses the EDA may incur in enforcing any obligation, agreement or covenant that runs with the Development Property, including attorneys' fees.

ARTICLE VII

Events of Default

Section 7.1. Events of Default Defined. The term "Event of Default" shall mean any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) Failure by the Developer to commence, construct and/or complete the Minimum Improvements when required pursuant to Article IV of this Agreement.

(c) Failure by the Developer to pay real estate taxes due for the Development Property in a timely manner.

(d) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(e) If the Developer:

(i) Files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or state law; or

(ii) Makes an assignment for the benefit of its creditors; or

(iii) Admits in writing its inability to pay its debts generally as they become due; or

(iv) Is in default under any mortgage and fails to cure such default within thirty (30) days of a written demand from the EDA to do so; or

(v) Is adjudicated bankrupt or insolvent, or if a petition or answer proposing the adjudication of the Developer, or any of its general partners, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer and shall not be discharged without ninety (90) days after such appointed, or if the Developer shall consent to or acquiesce in such appointment.

Section 7.2. Remedies on Default. Whenever any Event of Default referred to in Section 7.1 of this Agreement occurs, the EDA may exercise its right under Section 7.2(a) below without notice to Developer and may take any one or more of the actions described in Section 7.2(b)-(e) after providing thirty (30) days written notice, but only if the Event of Default has not been cured within said thirty (30) days or, if the Event of Default cannot be cured within thirty (30) days, the Developer does not provide assurance to the EDA reasonably satisfactory to the EDA that the Event of Default will be cured as soon as reasonably possible:

(a) The EDA may suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the EDA, that the Developer will cure its default and continue its performance under the Agreement.

(b) The EDA may cancel and rescind or terminate this Agreement.

(c) The EDA may withhold the Certificate of Completion.

(d) The EDA may withhold the Net Proceeds from the insurance policies provided to the EDA pursuant to Section 5.1 of this Agreement and in accordance with the terms of the policies.

(e) The EDA may require the Developer to re-convey all remaining undeveloped properties and properties with incomplete projects within the Development Property to the EDA, free and clear of all liens and encumbrances.

(f) The EDA may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the EDA to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement. Developer shall indemnify the EDA, EDA's officers, employees and agents against all costs, damages or expenses the EDA may incur in enforcing any obligation, agreement or covenant, including attorneys' fees.

Section 7.3. No Remedy Exclusive. No remedy conferred upon or reserved to the EDA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative.

Section 7.4. No Additional Waiver Implied by One Waiver. In the event any condition contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VIII

Additional Provisions

Section 8.1. Conflict of Interests; EDA Representatives Not Individually Liable. No member, official, or employee of the EDA shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects personal interests or the interests of any corporation, partnership or association in which the person is directly or indirectly interested. No member, official, or employee of the EDA shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the EDA or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 8.2. Restriction on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer, and such successors and assigns, shall devote the Development Property to the uses specified in Section 2.2 of this Agreement, and shall not discriminate upon the basis of race, color, creed, age, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected on it. These covenants, restrictions and conditions shall run with the land and be binding on all parties having any right of title or interest in the Development Property.

Section 8.3. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.4. Notices and Demands. Except as otherwise provided in this Agreement, a notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

(a) Developer:

Greenlaw Realty, LLC

Attn: Nathan C. Greenlaw
824 142nd Avenue Northeast
Ham Lake, MN 55304

(b) EDA:

West St. Paul Economic Development Authority
Attn: Executive Director
1616 Humboldt Avenue
West St. Paul, Minnesota 55118

Section 8.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.6. Survival of Provisions. The provisions of this Agreement and the representations, warranties and indemnities contained herein shall survive the execution and delivery of the Development Property Deed and the conveyance thereunder, shall not be merged therein, and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 8.87 Recording. The parties agree that this document shall be recorded against all properties in Development Property at the Dakota County Recorder's Office.

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 written.

[Remainder of page intentionally blank]

GREENLAW REALTY, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, the _____ of Greenlaw Realty, LLC, on behalf of the limited liability company.

Notary Public

This document was drafted by:

Korine L. Land
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

EXHIBIT A

DEVELOPMENT PROPERTY

Legal Description

Real property in Dakota County, Minnesota, legally described as follows:

Property 1: PID: 42-83750-01-060

158 Haskell St. E.

Lot 6, Block 1, West Side Real Estate Co.'s Addition to the City of South St. Paul,
Dakota County, Minnesota

Property 2: PID: 42-44580-02-100

804 Dodd Rd.

Lot 10, Block 2, Lawton's Addition to St. Paul, Dakota County, Minnesota

Property 3: PID: 42-47700-01-110

270 Annapolis St. E.

Lot 11, Block 1, McClung and McMurrans Addition to St. Paul, Dakota County,
Minnesota

Property 4: PID: 42-20101-02-290 & PID: 42-20101-02-311

848 Allen Ave.

Lots Eight (8), Nine (9) and the North one-half (N ½) of Lot Ten (10) Except the East One Hundred and thirty five (135) feet thereof; All of Lots Twenty-eight (28), Twenty-nine (29); Thirty (30) and Thirty-one (31) and that part of Lot Twenty-seven (27) described as follows, to-wit: Commencing at a point on the North line of said Lot 27, 15 feet East of the Northwest corner thereof, thence Southeasterly in a straight line to a point on the South line of said Lot 27, 15 feet West of the Southeast corner thereof, thence North to the Northeast corner of said Lot 27, thence West to the place of beginning, all of said Lots being in Block Two (2) of Deppe's Second Addition to Saint Paul, Dakota County, Minnesota;

and

Lots 30 and 31, Block 2, Deppe's Second Addition to St. Paul, Dakota County,
Minnesota

Property 5: PID: 42-20101-02-010

831 Deppe St.

Lots 1 and 2, Block 2, Deppe's Second Addition to St. Paul, Dakota County, Minnesota

EXHIBIT B

DESCRIPTION OF MINIMUM IMPROVEMENTS

Construct at least one single family residential building on each property per the plans submitted and approved by the Building Official and on file with the City, including all landscaping and site improvements in accordance with the West St. Paul Housing Replacement Program Guidelines.

Additionally, the following General Specifications must be followed, except for such reasonable deviations as the EDA, in its sole discretion may permit:

- A. Construction Requirements and Design Guidelines. New home construction means conventional, on-site, stick built construction. Moved-in Home or manufactured housing are not acceptable.
- B. Occupancy. The residence must be owner-occupied for a period of two (2) years upon completion. This means that the Redeveloper shall either personally occupy the residence for two (2) years from the date of issuance of the Certificate of Completion or shall convey the Redevelopment Property to a buyer who will occupy the single-family home for two (2) years from the Closing Date on the sale of the Redevelopment Property to the buyer.
- C. Site Preparation and Building Placement.
 - (1) Placement of the dwelling shall complement the site and be oriented to the street, neighboring structures and existing trees, unless otherwise approved by the Community Development Director and City Planner.
 - (2) All site plans shall include the location of existing trees. Existing trees should be preserved whenever possible. Snow fencing shall be placed and maintained at the drip line of existing trees during construction to protect existing root systems.
 - (3) Utility meters shall be screened from street view.
 - (4) Air conditioning units shall be located in the rear yard or screened if located on the side.
 - (5) Site preparation and building placement shall be architecturally consistent with the surrounding properties.
 - (6) The construction site grading and finished structure must not have a detrimental impact on storm water drainage patterns in the neighborhood. Neighboring properties should not be disturbed to create drainage swales.
 - (7) The construction process must not disturb adjoining properties. The construction site, neighboring properties and adjacent public streets must be kept free of construction debris at all times. No construction workers, equipment or materials shall enter neighboring properties without the permission of the property owners.
- D. Construction Plans.

- (1) Only single family, detached dwellings may be constructed.
- (2) All building and construction plans shall be prepared in consultation with an Architect or an Architectural Designer with a minimum two-year technical degree.
- (3) All building and construction plans shall be architecturally consistent with the surrounding area.

E. Landscaping.

- (1) All sites must be fully landscaped upon completion and should include sod, walkways, trees and foundation plantings.
- (2) Existing trees shall be preserved whenever possible.
- (3) A landscaping plan must be provided to and approved by the City Planner.
- (4) Landscaping must be completed within six (6) months of the completion of the Home and warranted for a period of one year from installation.

F. Minimum Home Values. Upon completion, the lot plus house must meet or exceed the target end value of \$205,000.

G. Main Entry.

- (1) The dwelling shall contain a prominent main entrance with a covered entry or porch.
- (2) A sidewalk shall be provided from the driveway to the front entry of the dwelling.
- (3) The front entry shall be oriented to the street.

H. Interior Requirements.

- (1) A minimum of two (2) finished bedrooms are required.
- (2) The dwelling shall have a minimum of one and one-half (1 ½) baths.
- (3) The basement shall be at least one-half (½) the foundation size.

I. Exterior Materials and Roofing.

- (1) Exterior Materials may be comprised of the following:
 - (a) Maintenance Free Siding (Vinyl, Steel, and Aluminum)
 - (b) Cedar Shakes or Cedar Siding Boards (no Panels)
 - (c) Stucco
 - (d) Brick
 - (e) Stone
 - (f) LP Smartside Siding & Exterior Trim
- (2) Composite type siding (Masonite) is not acceptable.
- (3) Roof valleys must be metal, not woven. The roof pitch direction, if toward neighboring homes, requires gutters to be installed.

J. Exterior Trim.

- (1) The dwelling shall have window trim consisting of standard-sized “brick mold” or 3½ -inch trim boards.
- (2) Shutters, if appropriate to style of dwelling, window size and placement, may be substituted for window trim.
- (3) Fascia and soffit shall be proportional and consistent with respect to style and scale of dwelling.

K. Garage and Driveway.

- (1) A single car garage is required and the garage should be consistent with the dwelling in style and exterior materials used.
- (2) The appearance of the garage from the street should be minimized.
- (3) Driveways may be no wider than 25 feet at the public right-of-way.

**EXHIBIT C
(SAMPLE)
QUIT CLAIM DEED**

THIS INDENTURE, between the West St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the constitution and laws of Minnesota (the “Grantor”), and Greenlaw Realty, LLC, a Minnesota limited liability company (the “Grantee”).

WITNESSETH, that Grantor, in consideration of the sum of \$104,400.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, quit claim and convey to the Grantee, its heirs and assigns forever, all the tract or parcel of land lying and being in the County of Dakota and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the “Property”):

Property 1: PID: 42-83750-01-060
158 Haskell St. E.

Lot 6, Block 1, West Side Real Estate Co.’s Addition to the City of South St. Paul,
Dakota County, Minnesota

Property 2: PID: 42-44580-02-100
804 Dodd Rd.

Lot 10, Block 2, Lawton’s Addition to St. Paul, Dakota County, Minnesota

Property 3: PID: 42-47700-01-110
270 Annapolis St. E.

Lot 11, Block 1, McClung and McMurrans’ Addition to St. Paul, Dakota County,
Minnesota

Property 4: PID: 42-20101-02-290 & PID: 42-20101-02-311
848 Allen Ave.

Lots Eight (8), Nine (9) and the North one-half (N ½) of Lot Ten (10) Except the East One Hundred and thirty five (135) feet thereof; All of Lots Twenty-eight (28), Twenty-nine (29); Thirty (30) and Thirty-one (31) and that part of Lot Twenty-seven (27) described as follows, to-wit: Commencing at a point on the North line of said Lot 27, 15 feet East of the Northwest corner thereof, thence Southeasterly in a straight line to a point on the South line of said Lot 27, 15 feet West of the Southeast corner thereof, thence North to the Northeast corner of said Lot 27, thence West to the place of beginning, all of said Lots being in Block Two (2) of Deppe’s Second Addition to Saint Paul, Dakota County, Minnesota;

and

Lots 30 and 31, Block 2, Deppe’s Second Addition to St. Paul, Dakota County,

Minnesota

Property 5: PID: 42-20101-02-010
831 Deppe St.

Lots 1 and 2, Block 2, Deppe's Second Addition to St. Paul, Dakota County, Minnesota

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging in now or hereafter pertaining, to the said Grantee, its heirs and assigns, forever,

Provided:

SECTION 1

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement entered into between the Grantor and Grantee on the _____ day of _____, 2016 identified as "Contract for Private Redevelopment" (hereinafter referred to as the "Agreement") and that the Grantee shall not convey the Property, or any part thereof, without the consent of the Grantor, until a Certificate of Completion of this Agreement as to the Property or such part thereof then to be conveyed, has been placed of record with Dakota County. This provision, however, shall in no way prevent the Grantee from mortgaging this Property in order to obtain funds for the purchase of Property hereby conveyed and from erecting improvements in conformity with the Agreement, any applicable redevelopment plan and applicable provisions of the Zoning Ordinance of the City of West St. Paul, Minnesota.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of the satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its heirs and assigns, to construct the improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder, or Registrar of Titles, Dakota County, Minnesota. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within thirty (30) days after written request by

the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete with the improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2

In the event the Grantee herein shall, prior to the recording of the certificate of completion referred to above:

(a) Fail to begin construction of the improvements provided for in this Deed and the Agreement in conformity with the Agreement and such failure is not due to Unavoidable Delays and is not cured within thirty (30) days after written notice to do so; or

(b) Default in or violate its obligations with respect to the construction of the improvements provided for in this Deed and the Agreement, or shall abandon or substantially suspend construction work, and such default, violation or failure is not due to Unavoidable Delays and any default or violation, abandonment or suspension is not cured, ended or remedied within thirty (30) days after written demand by the Grantor to do so; or

(c) Fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement with the Grantor, or shall suffer any levy or attachment to be made, or any mechanic's liens, or any other unauthorized encumbrances or liens to attach, and such taxes or assessments shall not have been paid or the encumbrance or lien removed or discharged, or provisions satisfactory to the Grantor made for such payments, removal or discharge, within 30 days after written demand by the Grantor to do so; provided, that if the Grantee shall first notify the Grantor of its intention to do so, it may in good faith contest any mechanic's or other lien filed or established and in such event the Grantor shall permit such mechanic's or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Grantee provides the Grantor with a bank letter of credit or other security in the amount of the lien, in a form satisfactory to the Grantor pursuant to which the bank will pay to the Grantor the amount of any lien in the event that the lien is finally determined to be valid and during the course of such contest the Grantee shall keep the EDA informed respecting the status of such defense; or

(d) Cause, in violation of the Agreement or of this Deed, any transfer of the Property or any part thereof, and such violation shall be not cured within sixty (60) days after written demand by the Grantor to the Grantee; or

(e) Fail to comply with any of its other covenants under the Agreement and fail to cure any such noncompliance within thirty (30) days after written demand to do so; or

(f) Default under the terms of a mortgage loan authorized by the Agreement and the holder of the mortgage exercises any remedy provided by the mortgage documents or exercises

any remedy provided by law or equity in the event of a default in any of the terms or conditions of the mortgage;

then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revert in the Grantor the estate conveyed by this Deed to the Grantee, its heirs or successors in interest, but only if the events stated in Section 2(a-f) have not been cured within the time periods provided above, or if the events cannot be cured within such time periods, and the Grantee does not provide assurances to the EDA, reasonably satisfactory to the EDA, that the events will be cured as soon as reasonably possible.

The Grantor certifies that the Grantor does not know of any wells on the described real property.

SECTION 3

The Grantee agrees for itself and its heirs and assigns to or of the Property or any part thereof, hereinbefore described, that the Grantee and such heirs and assigns shall:

(a) Devote the Property to, and only to and in accordance with, the uses specified in any applicable redevelopment plan as amended and extended;

(b) Convey the Development Property to a buyer who will occupy the residential building. The Developer may not sell, lease, sublet, let or rent the Development Property without prior written consent of the EDA;

(c) Not discriminate on the basis of race, color, creed, national origin, age or sex in the sale, lease, rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, its heirs and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed beneficiary of the agreements and covenants provided herein. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. 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 or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled. Grantor shall be entitled to recover the costs for such enforcement, including attorneys' fees.

SECTION 4

This Deed is also given subject to:

- (a) Provision of the ordinances, building and zoning laws of the City of West St. Paul, state and federal laws and regulations in so far as they affect this real estate.
- (b) Taxes payable subsequent to the date of this conveyance.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director and has caused its corporate seal to be hereunto affixed this _____ day of _____, 2016.

**EXHIBIT D
(SAMPLE)
CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE**

WHEREAS, the West St. Paul Economic Development Authority, a public body corporate and politic, (the “Grantor”), by a Deed recorded in the Office of the County Recorder or the Registrar of Titles in and for the County of Dakota and State of Minnesota, as Document Number _____, has conveyed to Greenlaw Realty, LLC, a Minnesota limited liability company (the “Grantee”), the following described land in the County of Dakota and State of Minnesota to-wit:

Property 1: PID: 42-83750-01-060
158 Haskell St. E.

Lot 6, Block 1, West Side Real Estate Co.’s Addition to the City of South St. Paul,
Dakota County, Minnesota

Property 2: PID: 42-44580-02-100
804 Dodd Rd.

Lot 10, Block 2, Lawton’s Addition to St. Paul, Dakota County, Minnesota

Property 3: PID: 42-47700-01-110
270 Annapolis St. E.

Lot 11, Block 1, McClung and McMurrans Addition to St. Paul, Dakota County,
Minnesota

Property 4: PID: 42-20101-02-290 & PID: 42-20101-02-311
848 Allen Ave.

Lots Eight (8), Nine (9) and the North one-half (N ½) of Lot Ten (10) Except the East One Hundred and thirty five (135) feet thereof; All of Lots Twenty-eight (28), Twenty-nine (29); Thirty (30) and Thirty-one (31) and that part of Lot Twenty-seven (27) described as follows, to-wit: Commencing at a point on the North line of said Lot 27, 15 feet East of the Northwest corner thereof, thence Southeasterly in a straight line to a point on the South line of said Lot 27, 15 feet West of the Southeast corner thereof, thence North to the Northeast corner of said Lot 27, thence West to the place of beginning, all of said Lots being in Block Two (2) of Deppe’s Second Addition to Saint Paul, Dakota County, Minnesota;

and

Lots 30 and 31, Block 2, Deppe’s Second Addition to St. Paul, Dakota County,
Minnesota

Property 5: PID: 42-20101-02-010
831 Deppe St.

Lots 1 and 2, Block 2, Deppe's Second Addition to St. Paul, Dakota County, Minnesota

and

WHEREAS, said Deed contained certain covenants and restrictions, the breach of which by Grantee, its heirs and assigns, would result in a forfeiture and right of re-entry by Grantor, its successors and assigns; and

WHEREAS, said Grantee has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification.

NOW THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Grantee have been performed by the Grantee therein and that the provisions for forfeiture of title and right to re-entry for breach of condition subsequent by the Grantor therein is hereby released absolutely and forever insofar as it applies to the land described herein, and the County Recorder or the Registrar of Titles in and for the County of Dakota and State of Minnesota is hereby authorized to accept for recording and to record this instrument, which is a conclusive determination of the satisfactory termination of the covenants and conditions of the contract referred to in said Deed, the Breach of which would result in a forfeiture and right of re-entry, but the remaining covenants created by Sections 2 and 3 of said Deed shall remain in full force and effect as set forth therein.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director and has caused its corporate seal to be hereunto affixed this _____ day of _____, 2016.

West St. Paul Economic Development Authority (EDA) Vacant Lots for Sale

Available Lots For Sale	Lot Dimensions	Asking Price	Current Market Value
270 Annapolis Street East	40 X 144 = 5,760 sq. ft.		\$36,000
804 Dodd Road	42 X 120 = 5,040 sq. ft.		\$33,400
158 Haskell Street	38 X 123 = 4,674 sq. ft. (will need variance)		\$36,200
831 Deppe Street	Irregular (7,405 sq. ft.) *Includes two lots		\$50,400
848 Allen Ave	Irregular (23,086 sq. ft.) *Includes two lots		\$78,800

All sales are contingent upon EDA Board approval. Financing options are available. For more information please contact Jim Hartshorn at 651-552-4140.

City of West St. Paul
EDA Owned Properties Costs
4/25/2016

TABLE 1: EDA Properties Purchased in 2009

#	ADDRESS	PURCHASE PRICE	ABATEMENT/ DEMOLITION	TAXES/ ASSESSMENTS	TOTAL	RESALE AMOUNT	LOT DIMENSIONS
1	270 Annapolis St E	\$45,662.00	\$13,816.00		\$59,478.00		40 X 144
2	848 Allen Ave - Lot A (Northern)						80 X 110
	848 Allen Ave - Lot B (Southern)	\$75,456.00	\$10,115.00	\$1,632.00	\$87,203.00		Irregular (14,257 Sq. Ft.)
3	892 Bidwell St - sold	\$85,760.00	\$11,342.00		\$97,102.00	\$25,000.00	50 X 120
4	804 Dodd Rd	\$40,000.00	\$13,200.00	\$23.98	\$53,223.98		42 X 120
5	158 Haskell St	\$61,832.00	\$14,288.00	\$661.55	\$76,781.55		38 X 123
6	202 Kathleen Dr - sold	\$71,467.00	\$10,104.00		\$81,571.00	\$35,166.50	X
7	184 Thompson Ave W - sold	\$49,000.00	\$12,165.00	\$815.97	\$61,980.97	\$40,000.00	82 X 161
8	949 Robert Street S (Commercial)	\$50,000.00	\$13,621.00		\$63,621.00	\$50,000.00	45 X 140
	TOTAL	\$479,177.00	\$98,651.00	\$3,133.50	\$580,961.50	\$150,166.50	

TABLE 2: EDA Properties Purchased in 2010

#	ADDRESS	PURCHASE PRICE	ABATEMENT/ DEMOLITION	TAXES/ ASSESSMENTS	TOTAL	RESALE AMOUNT	LOT DIMENSIONS
1	978 Allen Ave - sold	\$62,500.00	\$10,000.00		\$72,500.00	\$45,000.00	50 X 149
2	966 Bellows St - sold	\$70,000.00	\$13,495.00		\$83,495.00	\$83,495.00	80 X 149
3	305 Bernard St E - sold	\$15,000.00	\$8,165.00		\$23,165.00	\$12,500.00	78 X 64
4	373 Butler Ave E - sold	\$37,000.00	\$12,350.00		\$49,350.00	\$32,000.00	121 X 129
5	188 Mainzer St - sold	\$78,000.00	\$12,465.00	\$621.08	\$91,086.08	\$32,000.00	X
6	1003 Stryker Ave - sold	\$80,000.00	\$15,080.00		\$95,080.00	\$95,080.00	71 X 150
	TOTAL	\$342,500.00	\$71,555.00	\$621.08	\$414,676.08	\$300,075.00	

TABLE 3: EDA Properties Purchased in 2011

#	ADDRESS	PURCHASE PRICE	ABATEMENT/ DEMOLITION	TAXES/ ASSESSMENTS	TOTAL	RESALE AMOUNT	LOT DIMENSIONS
1	831 Deppe St	\$80,000.00	\$10,000.00		\$90,000.00		Irregular (7,600 Sq. Ft.)
2	1115 Oakdale Ave	\$0.00	\$8,700.00	\$0.00	\$8,700.00	\$0.00	X
	TOTAL	\$80,000.00	\$18,700.00	\$0.00	\$98,700.00	\$0.00	

EDA Owned Properties - 4/12/16
West St. Paul Street Map

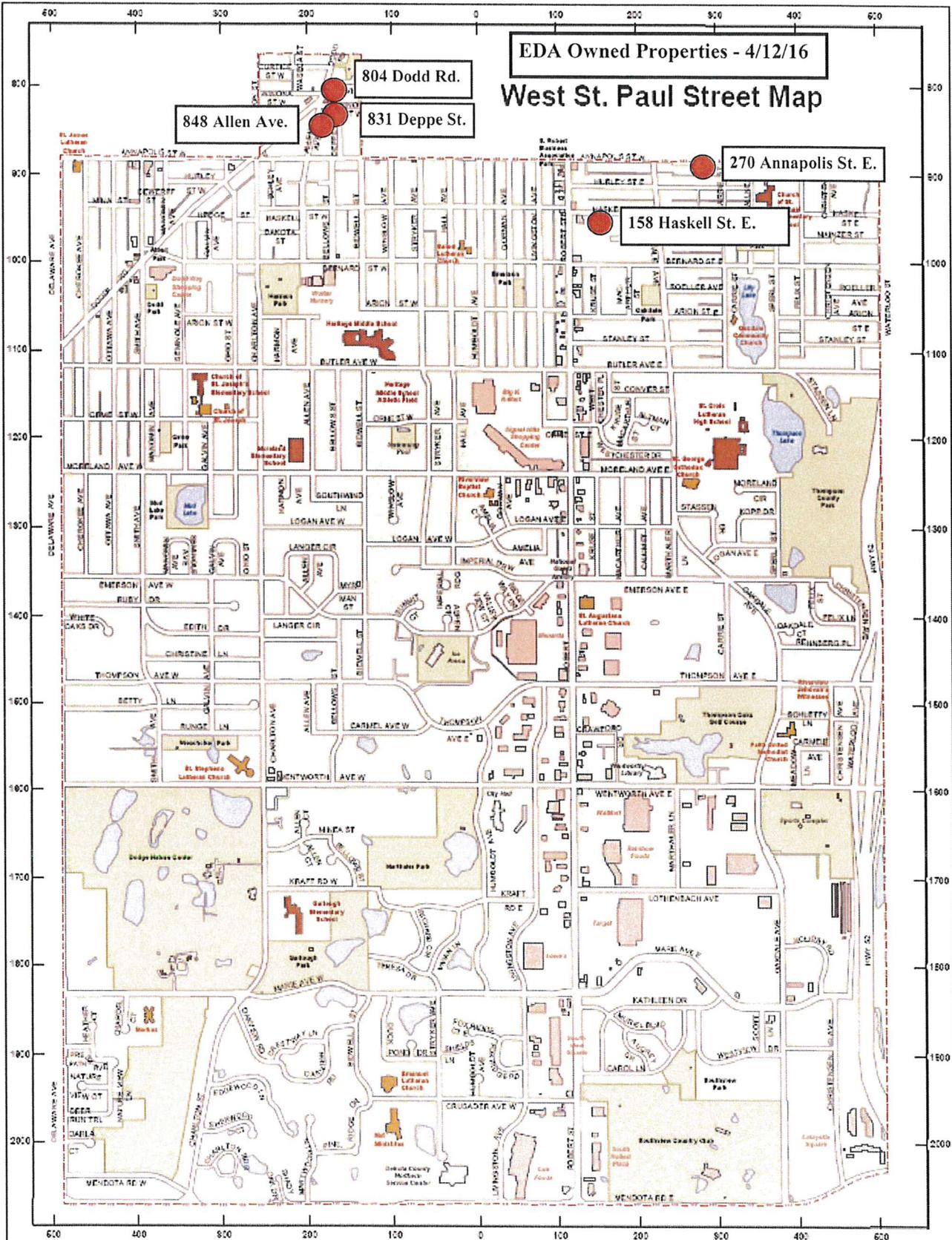
848 Allen Ave.

804 Dodd Rd.

831 Deppe St.

270 Annapolis St. E.

158 Haskell St. E.



0 0.125 0.25 0.5 Miles

Prepared by the
 Dakota County GIS Unit
 1000 1st St. S.
 St. Paul, MN 55102
 651-224-2000
 www.dakotacounty.gov

DESCRIPTION OF MINIMUM IMPROVEMENTS

The Redeveloper shall construct a single family residence per the plans and specifications submitted and approved by the Building Official and on file with the City, including all landscaping and site improvements.

Additionally, the following General Specifications must be followed, except for such reasonable deviations as the EDA, in its sole discretion, may permit:

- A. Construction Requirements and Design Guidelines. New home construction means conventional, on-site, stick built construction. Moved-in Home or manufactured housing are not acceptable.

- B. Occupancy. The residence must be owner-occupied for a period of two (2) years upon completion. This means that the Redeveloper shall either personally occupy the residence for two (2) years from the date of issuance of the Certificate of Completion or shall convey the Redevelopment Property to a buyer who will occupy the single-family home for two (2) years from the Closing Date on the sale of the Redevelopment Property to the buyer.

- C. Site Preparation and Building Placement.
 - (1) Placement of the dwelling shall complement the site and be oriented to the street, neighboring structures and existing trees, unless otherwise approved by the Community Development Director and City Planner.
 - (2) All site plans shall include the location of existing trees. Existing trees should be preserved whenever possible. Snow fencing shall be placed and maintained at the drip line of existing trees during construction to protect existing root systems.
 - (3) Utility meters shall be screened from street view.
 - (4) Air conditioning units shall be located in the rear yard or screened if located on the side.
 - (5) Site preparation and building placement shall be architecturally consistent with the surrounding properties.
 - (6) The construction site grading and finished structure must not have a detrimental impact on storm water drainage patterns in the neighborhood. Neighboring properties should not be disturbed to create drainage swales.
 - (7) The construction process must not disturb adjoining properties. The construction site, neighboring properties and adjacent public streets must be kept free of construction debris at all times. No construction workers, equipment or materials shall enter neighboring properties without the permission of the property owners.

- D. Construction Plans.
 - (1) Only single family, detached dwellings may be constructed.

- (2) All building and construction plans shall be prepared in consultation with an Architect or an Architectural Designer with a minimum two-year technical degree.
- (3) All building and construction plans shall be architecturally consistent with the surrounding area.

E. Landscaping.

- (1) All sites must be fully landscaped upon completion and should include sod, walkways, trees and foundation plantings.
- (2) Existing trees shall be preserved whenever possible.
- (3) A landscaping plan must be provided to and approved by the City Planner.
- (4) Landscaping must be completed within six (6) months of the completion of the Home and warranted for a period of one year from installation.

F. Minimum Home Values. Upon completion, the lot plus house must meet or exceed the target end value of \$205,000.

G. Main Entry.

- (1) The dwelling shall contain a prominent main entrance with a covered entry or porch.
- (2) A sidewalk shall be provided from the driveway to the front entry of the dwelling.
- (3) The front entry shall be oriented to the street.

H. Interior Requirements.

- (1) A minimum of two (2) finished bedrooms are required.
- (2) The dwelling shall have a minimum of one and one-half (1 ½) baths.
- (3) The basement shall be at least one-half (½) the foundation size.

I. Exterior Materials and Roofing.

- (1) Exterior Materials may be comprised of the following:
 - (a) Maintenance Free Siding (Vinyl, Steel, and Aluminum)
 - (b) Cedar Shakes or Cedar Siding Boards (no Panels)
 - (c) Stucco
 - (d) Brick
 - (e) Stone
 - (f) LP Smartside Siding & Exterior Trim
- (2) Composite type siding (Masonite) is not acceptable.
- (3) Roof valleys must be metal, not woven. The roof pitch direction, if toward neighboring homes, requires gutters to be installed.

J. Exterior Trim.

- (1) The dwelling shall have window trim consisting of standard-sized “brick mold” or 3½ -inch trim boards.
- (2) Shutters, if appropriate to style of dwelling, window size and placement, may be substituted for window trim.
- (3) Fascia and soffit shall be proportional and consistent with respect to style and scale of dwelling.

K. Garage and Driveway.

- (1) A single car garage is required and the garage should be consistent with the dwelling in style and exterior materials used.
- (2) The appearance of the garage from the street should be minimized.
- (3) Driveways may be no wider than 25 feet at the public right-of-way.