City of South St. Paul
Economic Development Authority Agenda

Monday, September 12, 2016
6:30 p.m.

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **AGENDA:**

   A. Approval of Agenda
   Action – Motion to Approve
   Action – Motion to Approve as Amended

4. **CONSENT AGENDA:**

   All items listed on the Consent Agenda are items, which are considered to be routine by the Economic Development Authority and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which event the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

   A. EDA Minutes of August 22, 2016
   B. EDA Minutes of August 29, 2016
   C. Approval of Satisfaction of Mortgage – Resolution No. EDA 2016-07

5. **PUBLIC HEARINGS:**
   A. Approval to Sell 900 Southview Blvd., 920 Southview Blvd. and 145 – 10th Avenue South to MidWest One Bank – Resolution No. EDA 2016-08
   B. Approval to Sell 930 – 6th Avenue South to Catherine Kleve – Resolution No. EDA 2016-09

6. **GENERAL BUSINESS:**
   A. Progress Plus Report
   B. 820 Southview Blvd. (former Zenk Building)
   C. Appoint Ryan Garcia as Executive Director of EDA - verbal
   D. Economic Development Manager Report - verbal

7. **ADJOURNMENT:**

Respectfully Submitted,

Stephen P. King

Stephen P. King, EDA Executive Director

4-A

MINUTES OF THE ECONOMIC DEVELOPMENT AUTHORITY
CITY OF SOUTH ST. PAUL
DAKOTA COUNTY, MINNESOTA

Regular Meeting
August 22, 2016
City of South St. Paul, Training Room

---

1. CALL TO ORDER

Chair Beth Baumann called the meeting to order at 6:30 p.m.

2. ROLL CALL

Members Present:	*Chair Baumann and Commissioners Flatley, Hansen, Podgorski, Rothecker, Seaberg, Niederkorn (arrived at 6:40)*
Members Absent:	*None*
Staff Present:	*EDA Executive Director, Stephen King, Economic Development Manager Ryan Garcia, Housing Division Manager Branna Lindell, Finance Director Michelle Pietrick, Edie Kleinboehl, Secretary*
Others Present:	*Bridget Nason, legal counsel*

3. AGENDA

Motion/Second: Commissioner Seaberg moved and Commissioner Flatley seconded approval of the agenda.

Motion carried 6 ayes/0 nays

4. CONSENT AGENDA

Motion/Second: Commissioner Rothecker moved and Commissioner Hansen seconded approval of the consent agenda.

A. EDA Minutes of August 8, 2016
B. Call for a Public Hearing to Sell 930 – 6th Avenue South

Motion carried 6 ayes/0 nays

5. PUBLIC HEARINGS

A. Approval to Sell 728 – 5th Avenue South to Jailene P. Igleslias and Juan C. Igleslias

Motion/Second: Commissioner Hansen moved and Commissioner Seaberg seconded the motion to adopt Resolution No. EDA-2016-05, approving qualifications, financial responsibility of redeveloper, determining reuse value of land, and authorizing sale of land to redeveloper.

Motion carried 7 ayes/0 nays

6. GENERAL BUSINESS

A. Approve a License Agreement with Interstate Partners for a Leasing Sign at 425 Concord (Dakota Premium)

Motion/Second: Commissioner Rothecker and Commissioner Hansen seconded the motion to approve a license agreement with Interstate Partners for a Leasing Sign at 425 S. Concord (Dakota Premium).

Motion carried 7 ayes/0 nays

B. Review and approve 2017 EDA levy and budget
C. Review and approve 2017 HRA levy and budget

Discussion ensued regarding the increased costs related to staffing and professional services relative to the EDA levy and budget. It was the consensus the numbers need to be reduced.

Motion/Second: Commissioner Flatley moved and Commissioner Niederkorn seconded the motion to call a EDA Special Meeting on Monday, August 29, 2016 at 6:30 P.M. in the Training Room to further discuss items 6-B Review and approve 2017 EDA levy and budget and 6-C Review and approve 2017 HRA levy and budget.

Motion carried 7 ayes/0 nays

D. Project Manager Report

Ryan Garcia presented information on the USEPA Community-wide Assessment and Cleanup Grants.

ADJOURNMENT

Motion/Second: Commissioner Seaberg moved and Commissioner Hansen seconded the motion to adjourn the meeting at 7:06 p.m.

Approved: _____

_____
Edie Kleinboehl, Secretary

4-B

MINUTES OF THE ECONOMIC DEVELOPMENT AUTHORITY
CITY OF SOUTH ST. PAUL
DAKOTA COUNTY, MINNESOTA

Special Meeting
August 29, 2016
City of South St. Paul, Training Room

---

1. CALL TO ORDER

Chair Beth Baumann called the meeting to order at 6:40 p.m.

2. ROLL CALL

Members Present:	*Chair Baumann and Commissioners Flatley, Hansen, Podgorski, Seaberg*
Members Absent:	*Niederkorn, Rothecker*
Staff Present:	*EDA Executive Director, Stephen King, Economic Development Manager Ryan Garcia, Housing Division Manager Branna Lindell, Finance Director Michelle Pietrick*

3. AGENDA

Motion/Second: Commissioner Hansen moved and Commissioner Seaberg seconded approval of the agenda.

Motion carried 5 ayes/0 nays

4. CONSENT AGENDA

There were no consent items for consideration.

5. PUBLIC HEARINGS

There were none.

6. GENERAL BUSINESS

A. Approve 2017 EDA levy and budget

Motion/Second: Commissioner Seaberg moved and Commissioner Hansen seconded adoption of Resolution No. EDA-2016-6, approving the 2017 Economic Development Authority Property Tax Levy and Budget.

It was noted the budget did not include $25,000 for Progress Plus.

Motion carried 5 ayes/0 nays

ADJOURNMENT

Motion/Second: Commissioner Seaberg moved and Commissioner Hansen seconded the motion to adjourn the meeting at 6:50 p.m.

Approved: _____

_____
Edie Kleinboehl, Secretary

4-C

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. EDA 2016-07

RESOLUTION AUTHORIZING A SATISFACTION OF MORTGAGE

WHEREAS, the Housing and Redevelopment Authority of the City of South St. Paul, Minnesota, administered a home improvement program within the project area generally bounded as follows:

First Avenue South on the east
Third Street on the north
Tenth Avenue south on the west
Interstate 494 (Highway 110) on the south

WHEREAS, the programs available for residents of this area include, among others, the Community Development Loan Program;

WHEREAS, the Housing and Redevelopment Authority of the City of South St. Paul, Minnesota issued a mortgage to Applicant #984 in the amount of $19,700.00.

WHEREAS, such mortgage recorded on December 2, 2011, in Dakota County has been satisfied in full by Applicant #984 on August 29, 2016;

THEREFORE, BE IT RESOLVED, the Economic Development Authority of the City of South St. Paul, Minnesota authorizes its President and Executive Director to sign a Satisfaction of Mortgage by Business Entity with Change of Name or Identity to discharge the debt of Applicant #984 in the amount of $19,700.00.

Adopted this 12th day of September, 2016.

_____
President, EDA

_____
Executive Director, Stephen P. King

EDA Agenda Report
Date: September 12, 2016
EDA Executive Director: SPK

5-A

Agenda Item: Approval to Sell City-Owned Property at 900 & 920 Southview Boulevard and 145 10th Avenue S (Parcel ID #s 36-04800-01-150, 36-04800-01-180, and 36-04800-01-190) to MidwestOne Bank – Resolution No. EDA 2016-08

Action to be considered:

Motion to adopt Resolution No. EDA 2016-08 approving the sale of public land, subject to the terms and conditions of a purchase agreement and development agreement, to Midwest*One* Bank.

Overview:

The enclosed purchase agreement, including development agreement, articulate the terms and conditions of the sale of 900 – 920 Southview Boulevard and 145 10th Avenue South. The Buyer, Midwest*One* Bank, and the City have amicably negotiated a purchase price of $175,000, in addition to other terms outlined below, in good faith. With this purchase, the Buyer proposes the construction of a 6,000 to 8,000 square foot bank building with drive-through facilities on this approximately 0.67 acre assemblage of property. The agreement follows and is consistent with the negotiations that the EDA has been updated on at EDA meetings held throughout mid-2016.

The three properties subject to the purchase agreement were purchased by the City over a period of years with the intention of assembling a marketable site for private redevelopment. Overall, the City spent approximately $235,000 in acquisition costs for the three properties. In addition, demolition, environmental, and assessment costs to the City totaled approximately $100,000 for the properties. Some of the City's costs were offset, however, through various grant awards which totaled $280,000.

Like all publicly owned properties, this site does not currently generate any tax revenue, nor has it for several years. Approval of the purchase agreement serves to return the site to a productive and contributing use that has the potential to benefit the Southview Corridor and the City as a whole by adding tax base, retaining quality employment opportunities, retaining critical neighborhood and community services, and enhancing the character of the corridor. As confirmed by the Dakota County Assessor's Office, staff estimates (in round numbers) a market value resulting from the project of between $800,000 and $925,000. At current tax rates, the total tax bill from such a project, beginning in 2018, would be between $28,900 to $33,250. The City's portion of the tax bill is estimated at between $13,000 and $16,000.

While the EDA is encouraged to review the purchase agreement and development agreement in preparation for the public hearing, staff offers the following summary of essential – but

somewhat unique or otherwise deal-specific – provisions of the Agreement for the EDA's information:

Key Dates

- **September 20, 2016** – assuming EDA approval tonight, Council will be asked for formal approval of the sale at its next meeting on September 19, 2016. If approved, the agreement becomes effective the next business day. The buyer has the right at any time after that date to access the property for investigations (surveying, soil and groundwater testing, etc.).
- **October 5, 2016** – City Staff is required to provide all available surveys, tests, and reports related to the property by this date. Staff has already provided the Buyer with requested information, as of this writing.
- **December 5, 2016 (Contingencies)** – The buyer and seller have the right to be satisfied of each of the contingencies found in Sections 5.1. and 5.2 (pages 3 – 5 of the agreement) by this date.
- **January 4, 2017 (Closing)** – The agreement requires that the date of closing shall be no later than this date.
- **May 4, 2017 (Grant Applications)** – The agreement requires the Buyer (with assistance from the City) to pursue grant funding for environmental investigation and/or remediation within 120 days of Closing.

Notable Provisions

- **Purchase Price** – Section 1.3 establishes a purchase price of $175,000 for the site, with $15,000 held as earnest money and the balance ($160,000) payable at closing (see above).
- **Undergrounding of Utilities** –7.5.1 (Page 8 of the agreement) stipulates that the buyer has the option to seek to have all overhead wires on the property replaced below ground (in the public alley), at their sole cost and expense. The provision further provides the buyer with the option of having the City undertake this project, in which case the City would assign a special assessment for the costs to the Buyer over a ten-year period at a 5% fixed interest rate.
- **Environmental Matters** – Section 11 (pages 12-16) of the agreement establishes that the City will participate in the investigation and cleanup of environmental conditions existing on the site, as follows:
    - *Cost Participation for Environmental Study* – per 11.2.1 (page 13-14 of the agreement), the City agrees to use closing proceeds in an amount of up to $20,000 to reimburse the Buyer for the costs related to any environmental investigation of the property.
    - *Cost Participation for Environmental Mitigation/Remediation* – per 11.2.2 (page 14) of the agreement, the City agrees to use closing proceeds in an amount of up to $30,000 for the costs directly related with any environmental remediation.
    - *Additional Environmental Costs* – 11.2.3 (page 15) of the agreement stipulates that, in the event that the Buyer's actual costs for environmental study and/or environmental remediation exceed those outlined above, the costs would be paid for:

        - With the first $25,000 in excess of the aforementioned amounts by the Buyer;
        - With any costs above and beyond those outlined above split "50-50" between the Buyer and the City.
    - *City Held Harmless* – 11.2.4 (page 14) of the agreement states that the City is indemnified of any further responsibility related to environmental conditions of the site.
    - *Grant Application* – 11.2.5 (page 14-15) of the agreement specifies that the Buyer will seek grant assistance – with the City's assistance - for the environmental investigation, study, remediation, and/or mitigation of the property. In the event of a successful grant application, grant monies would be paid first to the City in the amount the City contributes to Environmental Study and/or Remediation.
- **Alley Relocation** – 23.1 (page 18 of the agreement) stipulates that the City will vacate the portion of the existing N-S alley contained within the parcel, and that the Buyer will work with the City to determine the location of and ultimately provide a public ingress, egress, and access easement through the property.
- **Joint Parking** – 23.2 (page 18 of the agreement) stipulates that the Buyer agrees to allow for the use of its parking areas by the general public during non-business hours, and to enter into an agreement with any future non-residential development that might locate to the north of the property.
- **Right of First Refusal** – Exhibit F (page B-5 through B-9) provides the EDA with the right of first refusal in the event that the bank chooses to sell the property.

Source of Funds: City costs, if any, are proposed to be derived from the City's closing proceeds.

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. EDA 2016-08

RESOLUTION APPROVING QUALIFICATIONS, FINANCIAL RESPONSIBILITY OF REDEVELOPER AND AUTHORIZING SALE OF LAND TO THE REDEVELOPER

WHEREAS, the South St. Paul Economic Development Authority (hereinafter called "EDA"), in connection with its Southview Hill Plan ("Project"), is proposing to enter into a Purchase Agreement and a Development Agreement with MidWest*One* Bank ("Redeveloper") for the sale of real property located within the Project and legally described as:

> Lots 14, 15, 16, 17, 18 and 19, Block 1, Minnesota and Northwestern Addition, according to the recorded plat thereof, Dakota County, Minnesota. ("Property")

WHEREAS, the EDA on August 28, 2016, published in the South-West Review, a local newspaper of general circulation notice of availability of a public hearing to be held on September 12, 2016;

NOW, THEREFORE, BE IT RESOLVED by the South St. Paul Economic Development Authority:

1. That it is hereby found and determined that Redeveloper possesses the qualifications and the financial responsibility to acquire and develop the Property within the Project in accordance with local plans for the area.

2. The fee title interest of the Property is currently owned by the Housing and Redevelopment Authority in and for the City of South St. Paul ("HRA"). As part of this transaction, the HRA will grant and convey the Property to the EDA, which in turn will grant and convey the Property to the Redeveloper at closing.

3. The purchase price and all other terms and conditions of the Purchase Agreement and the Development Agreement are hereby approved and the required officers of the EDA are authorized to accept the conveyance of the Property from the HRA and to execute the necessary documents to transfer the Property to the Redeveloper at closing.

Adopted this 12th day of September, 2016

Beth A. Baumann, President	Stephen P. King, Executive Director

PURCHASE AGREEMENT
(South St. Paul, MN)

THIS PURCHASE AGREEMENT (this **"Agreement"**) is entered into as of August ____, 2016, by and between **MidWest*One* Bank**, an Iowa banking corporation (**"Buyer"**), and the **South St. Paul Economic Development Authority**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (**"Seller"**).

RECITALS

A. Seller is the owner of certain real property located at 900, 920 Southview Boulevard and 145 10th Avenue South, South St. Paul, Minnesota with Parcel Identification Numbers of 36-48800-01-150, 36-48800-01-180 and 36-48800-01-190 and legally described on Exhibit A attached hereto (the **"Property"**).

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the same to Buyer, all on the terms and conditions of this Agreement.

NOW, THEREFORE, Buyer and Seller agree as follows:

1. **Sale**.

1.1 **Sale**. Subject to the terms and provisions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property.

1.2 **Effective Date.** The effective date of this Purchase Agreement shall be August ___, 2016 (the **"Effective Date"**).

1.3 **Purchase Price**. The purchase price to be paid by Buyer to Seller for the Property shall be One Hundred Seventy Five Thousand and No/100 Dollars **($175,000.00)** (the **"Purchase Price"**), payable as follows: (a) Fifteen Thousand and No/100 Dollars **($15,000.00)**, as earnest money, to be paid to Land Title, Inc. (**"Title"**), to be held in escrow by Title (**"Earnest Money"**); and (b) the balance on the Closing Date (as defined in Section 6) subject to those adjustments, prorations and credits described in this Agreement, in cash or certified funds or by wire transfer pursuant to instructions from Seller.

2. **Available Surveys, Tests, and Reports.** Within fifteen (15) days after the Effective Date, Seller shall provide Buyer with (a) copies of all surveys, soil tests and environmental reports previously conducted on the Property, and (b) contracts and all other documents and material information relating to the Property (the **"Due Diligence**

Materials"), all of which may be in the possession of Seller or to which Seller may have immediate access.

3. **Buyer's Investigations.** At any time following the Effective Date, Seller shall allow Buyer and Buyer's agents access to the Property without charge and at all times for the purpose of Buyer's investigation and testing of the Property, including surveying and testing of soil and groundwater (**"Buyer's Investigations"**). Buyer shall provide to Seller copies of all written test results and reports conducted as part of Buyer's Investigations. Buyer agrees to pay all of the costs and expenses associated with Buyer's Investigations, to cause to be released any lien on the Property arising as a result of Buyer's Investigations and to repair and restore, at Buyer's expense, the Property to the condition that existed prior to the Buyer's Investigations.

4. **Insurance; Risk of Loss.** Seller assumes all risk of destruction, loss or damage to the Property prior to the Closing Date. If, prior to the Closing Date, all or any portion of the Property or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, or the Property is rendered untenantable, Seller shall immediately give Buyer notice of such condemnation, taking or damage. After receipt of notice of such condemnation, taking or damage (from Seller or otherwise), Buyer shall have the option (to be exercised within thirty (30) days after Seller's written notice) either (a) to require Seller to (i) convey the Property at Closing (as defined in Section 6) to Buyer in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to Buyer at Closing all of Seller's right, title and interest in and to any claims Seller may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to the Property or access thereto, and (iii) pay to Buyer at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving notice of such termination to Seller, whereupon this Agreement shall be terminated, any amount previously paid by Buyer to Seller, including the Earnest Money, shall be refunded to Buyer and thereafter neither party shall have any further obligations or liabilities to the other. If the right to terminate this Agreement is not exercised within such thirty (30) day period, such right shall be deemed to have been waived. Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent, which consent shall not be unreasonably withheld.

5. **Contingencies**.

5.1 **Buyer's Contingencies**.

5.1.1 Unless waived by Buyer in writing, Buyer's obligation to proceed to Closing shall be subject to (a) performance by Seller of its obligations hereunder, (b) the continued accuracy of Seller's representations and warranties provided in Section 9.1, and (c) Buyer's satisfaction, in Buyer's sole discretion, as to the contingencies described in this Section 5.1:

5.1.1.1 On or before the Effective Date, Buyer shall have received approval from its Board of Directors for the purchase of the Property, in its sole discretion.

5.1.1.2 On or before the Contingency Date (defined below), Buyer shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by Buyer's Investigations, physical inspection, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property, and all other inspections and due diligence regarding the Property, including any association rules or regulations applicable to any of the Property or any Due Diligence Materials. Notwithstanding the foregoing, any acceptance by Buyer pursuant to this Section 5.1.1.2 shall be subject to Section 11.2.

5.1.1.3 Governmental Approvals. On or before the Contingency Date, Buyer shall have obtained on terms reasonably satisfactory to Buyer: (i) any rezoning, permits or other governmental approvals necessary at the Property for the development of a 6,000 to 8,000 square foot bank building and related drive thru amenities and customer parking ("**Buyer's Intended Use**"); (ii) all permits, licenses, variances or approvals necessary for the lawful construction, and operation of Buyer's Intended Use of the Property; (iii) all easements for utilities, services and access necessary for the construction and operation of Buyer's Intended Use of the Property; and (v) all utilities or services necessary for the construction and operation of Buyer's Intended Use of the Property.

5.1.1.4 On or before the Contingency Date, Buyer shall have satisfied itself, in Buyer's sole discretion, that access to and from roads and the Property is adequate for Buyer's Intended Use of the Property, including without limitation, access to the Property from the adjacent alley, median cuts and curb cuts.

5.1.1.5 On or before the Contingency Date, Buyer shall have satisfied itself, in Buyer's sole discretion, that water and gas mains, electric power lines, sanitary and storm sewers and other utilities are available to the Property.

5.1.1.6 On or before the Closing Date, Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to Buyer in Buyer's sole discretion, not disclosing any encumbrance not acceptable to Buyer in Buyer's sole discretion.

5.1.1.7 Development Agreement. At Closing, Buyer and Seller shall enter into a development agreement, the form of which is attached hereto and incorporated herein as **Exhibit B**, which final form (including Buyer's approved construction drawings which will be attached as Exhibits) shall be mutually agreeable between all parties, that will govern the development of the Property for Buyer's Intended Use (the "Development Agreement").

5.1.1.8 Regulatory Approval. On or before the Contingency Date, Buyer shall have received any and all applicable and required state or federal bank licensing regulatory approval for the acquisition, development and Buyer's Intended Use of the Property in the form and content acceptable to the Buyer in Buyer's sole discretion.

The foregoing contingencies are for Buyer's sole and exclusive benefit and one (1) or more may be waived in writing by Buyer in its sole discretion. Seller shall reasonably cooperate with Buyer's efforts to satisfy such contingencies. Unless otherwise expressly stated herein, Buyer shall bear all cost and expense of satisfying Buyer's contingencies. If any of the foregoing contingencies have not been satisfied on or before the applicable contingency date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Such written notice must be given on or before the applicable contingency date, or, Buyer's right to terminate this Agreement pursuant to this Section shall be waived. If Buyer terminates this Agreement pursuant to this Section, then any amount previously paid by Buyer to Seller, including the Earnest Money, shall immediately be refunded to Buyer. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property.

5.1.2 If Buyer elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of Seller set out in this Agreement, including without limitation any indemnity or representations with respect to environmental matters. Further, Buyer shall not be deemed to have waived any of the foregoing contingencies on account of its execution of this Agreement.

5.1.3 As used in this Agreement, the **"Contingency Date"** shall mean the first (1st) business day occurring seventy-five (75) calendar days after, and not including, the Effective Date.

5.2 **Seller's Contingencies**. Seller's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

5.2.1 Buyer shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by or prior to the Closing Date.

5.2.2 All representations and warranties of Buyer contained in this Agreement shall be accurate as of the Closing Date.

5.2.3 Development Agreement. At Closing, Buyer and Seller shall have entered into a development agreement, the form of which is attached hereto and incorporated herein as **Exhibit B,** that will govern the development and use of the Property, which final form (including Buyer's approved construction drawings which will be attached as Exhibits) shall be mutually agreeable between all parties.

5.2.4 Default. There shall be no uncured default by Buyer of any of its obligations under this Agreement as of the Closing Date, not otherwise waived by Seller.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from Seller to Buyer. If termination occurs, Seller shall return the Earnest Money plus any accrued interest to Buyer, in which event all documents deposited by Buyer shall be immediately returned to Buyer, and all documents deposited by Seller shall be immediately returned to Seller and neither party will have any further rights or obligations with respect to this Agreement or the Property. All the contingencies in this Section 5.2 are specifically for the benefit of Seller, and Seller shall have the right to waive any contingency in this Section 5.2 by written notice to Buyer.

6. **Closing**. The Closing of the purchase and sale contemplated by this Agreement (the **"Closing"**) shall occur within thirty (30) calendar days after, and not including, the Contingency Date (the **"Closing Date"**). Seller agrees to deliver legal and actual possession of the Property to Buyer on the Closing Date.

6.1 **Seller's Closing Documents and Deliveries**. On the Closing Date, Seller shall execute and/or deliver, as applicable, to Buyer the following:

6.1.1 **Warranty Deed**. A warranty deed, with state deed tax paid, conveying title to the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (the **"Deed"**).

6.1.2 **FIRPTA Affidavit**. An affidavit of Seller certifying that Seller is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

6.1.3 **Seller's Affidavit**. A standard owner's affidavit (ALTA form) from Seller which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted.

6.1.4 **Bring-Down Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of Seller, certifying that the representations and warranties of Seller contained in this Agreement are true as of the Closing Date ("Bring-Down Certificate").

6.1.5 **Settlement Statement**. A settlement statement with respect to this transaction.

6.1.6 **Development Agreement**. The Development Agreement, the form of which is attached hereto and incorporated herein as **Exhibit B,** which final form (including Buyer's approved construction drawings which will be attached as Exhibits) shall be mutually agreeable between all parties.

6.1.7 **General Deliveries**. All other documents reasonably determined by Title to be necessary to transfer the Property to Buyer and to evidence that Seller (a) has satisfied all indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no liens or encumbrances, (c) has obtained all consents from third parties necessary to effect the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to Buyer with respect to the Property with the so-called "standard exceptions" deleted, and (e) has duly authorized the transactions contemplated hereby.

6.2. **Buyer Closing Documents and Deliveries**. On the Closing Date, Buyer shall execute and/or deliver, as applicable, to Seller the following:

6.2.1 **Payment of Purchase Price**. The Purchase Price, in accordance with the terms of Section 1.3.

6.2.2 **FIRPTA Affidavit**. An affidavit of Buyer certifying that Buyer is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" nor a "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

6.2.3 **Buyer's Affidavit**. A standard owner's affidavit (ALTA form) from Buyer which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted.

6.2.4 **Settlement Statement**. A settlement statement with respect to this transaction.

6.2.5 **Development Agreement**. The Development Agreement, the form of which is attached hereto and incorporated herein as **Exhibit B,** which final form (including Buyer's approved construction drawings which will be attached as Exhibits) shall be mutually agreeable between all parties.

6.2.6 **Bring-Down Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of Buyer, certifying that the representations and warranties of Buyer contained in this Agreement are true as of the Closing Date ("Bring-Down Certificate").

6.2.7 **General Deliveries**. All other documents reasonably determined by Title to be necessary to evidence that Buyer has duly authorized the transactions contemplated hereby and evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement, or may be required of Buyer under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.

7. **Prorations**. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1 **Title Evidence and Closing Fee**. Seller will pay all costs of the Commitment with respect to the Property. Buyer will pay all costs of the Survey, if any, and all premiums for any title insurance policy it desires with respect to the Property. Buyer and Seller shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title.

7.2 **Transfer Taxes; Sales Taxes.** Seller shall pay all state deed tax and conservation fee regarding the Deed. Seller shall pay all sales tax due, if any, regarding this transaction.

7.3 **Recording Costs**. Seller will pay the cost of recording all documents necessary to place record title to the Property in Seller including, but not limited to, costs of recording any documents necessary to cure any Objections, as hereinafter defined. Buyer will pay all recording costs with respect to the recording of the Deed.

7.4 **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 Seller and Buyer on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto. Seller shall pay all real estate taxes that exist against the Property for any year prior to Closing. At Closing, Seller

shall pay in full all special assessments levied as of the Effective Date with respect to any of the Property. At Closing, Seller shall pay all special assessments that are pending against the Property as of the Date of Closing. Buyer shall be responsible for the payment of any special assessments that are levied after the Closing Date.

7.5 **Utilities**. All utility expenses, including water, fuel, gas, electricity, sewer and other services furnished to or provided for the Property shall be prorated between Seller and Buyer on a daily basis as of the Closing Date, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto.

7.5.1 **Undergrounding of Utilities**. Buyer has requested that the existing overhead wires owned by Comcast, Century Link and/or Xcel be placed below ground (also known as "undergrounded") within an easement area in the existing 9th Avenue alley as part of a public improvement project. All costs and expenses related to the undergrounding of these utilities shall be the sole responsibility of the Buyer. Notwithstanding the foregoing, at the option of Buyer, the City of South St. Paul ("City") does agree to assess the costs of this public improvement project (i.e. the undergrounding of these utilities) over a ten (10) year term at a fixed interest rate of five percent (5%) per annum.

7.6 **Operating Costs and Income**. All other operating costs and income of the Property shall be prorated between Seller and Buyer as of 12:01 a.m. CT on the Closing Date, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto.

7.7 **Attorneys' Fees**. Seller and Buyer shall each pay its own attorneys' fees incurred in connection with this transaction.

7.8 **Survival**. The obligations set forth in this Section 7 survive the Closing.

8. **Title Examination**. Within a reasonable time following the Effective Date, Buyer shall obtain the following: (i) a commitment for an owner's title insurance policy (ALTA Form 2006) issued by Title for the Property, and copies of all encumbrances described in the commitment (the **"Commitment"**); and, if it desires, (ii) an ALTA-certified survey bearing the legal description of the Property, and showing the area, dimensions and location of the Property (the **"Survey"**) (the **Survey** together with the **Commitment** shall be known as the **"Title Evidence"**).

8.1 **Buyer's Objections**. Within twenty (20) calendar days after Buyer's receipt of the last of the Title Evidence, Buyer 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 Buyer's Intended Use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Commitment which are not objected to by Buyer within such time period shall be deemed to be permitted encumbrances (**"Permitted Encumbrances"**). Buyer shall have the renewed right to object to the Commitment as the same may be revised or endorsed from time to time.

8.2 **Seller's Cure**. Seller shall be allowed twenty (20) calendar days after the receipt of Buyer'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 Seller elects not to cure such Objections, Buyer shall have the option to do any of the following:

8.2.1 Terminate this Agreement with respect to all of the Property.

8.2.2 Waive one (1) or more of its Objections and proceed to Closing.

If Buyer so terminates this Agreement, neither Seller nor Buyer shall be liable to the other for any further obligations under this Agreement and any amount previously paid by Buyer to Seller, including the Earnest Money, shall be refunded to Buyer.

9. **Warranties and Representations**.

9.1 **By Seller**. Seller warrants and represents the following to Buyer, and acknowledges that Buyer has relied on such representations and warranties in agreeing to enter into this Agreement:

9.1.1 Seller is a public body corporate and politic under the laws of the State of Minnesota and has all requisite corporate power and authority to carry on its business as now conducted, to enter into this Agreement and to perform all of its obligations under this Agreement. Seller acknowledges that it has authority of its governing board to perform all of its obligations and agreements under this Agreement.

9.1.2 The execution, delivery and performance by Seller of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Seller, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Seller is a party or by which it or any of its properties may be bound.

9.1.3 There are no actions, suits or proceedings pending or threatened against or affecting Seller or any of its properties, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which (a) challenges the legality, validity or enforceability of

this Agreement, or (b) if determined adversely to Seller, would have a material adverse effect on the ability of Seller to perform its obligations under this Agreement.

9.1.4 Seller has not received written notice, and has no knowledge, of (a) any pending or contemplated annexation or condemnation proceedings, or purchase in lieu of the same, affecting or which may affect all or any part of the Property, (b) any proposed or pending proceeding to change or redefine the zoning classification of all or any part of the Property, (c) any proposed changes in any road patterns or grades which would adversely and materially affect access to the roads providing a means of ingress or egress to or from all or any part of the Property, or (d) any uncured violation of any legal requirement, restriction, condition, covenant or agreement affecting all or any part of the Property or the use, operation, maintenance or management of all or any part of the Property.

9.1.5 There are no development agreements or other agreements or understandings with respect to public or private improvements regarding the Property.

9.1.6 There are no wells or sewage treatment systems located on any portion of the Property. There has been no methamphetamine production on or about any portion of the Property. The sewage generated by the Property, if any, goes to a facility permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on the Property.

9.1.7 Seller is not a "foreign person", "foreign corporation", "foreign trust", "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

9.1.8 There are no leases or tenancies with respect to the Property. There are no agreements or other contracts of any nature or type relating to, affecting or serving the Property and there shall be none as of the Closing Date.

9.1.9 There will be no indebtedness attributable to the Property which will remain unpaid after the Closing Date.

Buyer acknowledges and agrees that, except as expressly specified in this Section 9 of this Agreement, Seller has not made, and Seller hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Property, including but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or

Environmental Conditions (as the same is defined in Section 11 hereof), utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of any information provided by or on behalf of Seller to Buyer, or any other matter or item regarding the Property. Subject to the Environmental Investigation or Study and the Environmental Mitigation or Remediation as stated in Sections 11.2.1 and 11.2.2 respectively, and the potential cost obligations of Seller as provided in Sections 11.2.1, 11.2.2, and 11.2.3.2, Buyer agrees to accept the Property and acknowledges that the sale of the Property as provided for herein is made by Seller on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. Buyer is an experienced purchaser of property such as the Property and Buyer has made or will make its own independent investigation of the Property. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the Deed.

9.2 **By Buyer**. Buyer warrants and represents the following to Seller, and acknowledges that Seller has relied on such representations and warranties in agreeing to enter into this Agreement:

9.2.1 This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms. Buyer has been duly formed under the laws of the State of Iowa and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located and, subject to the contingency set forth in Section 5.1.1.8, has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto have each been duly authorized by all necessary action on the part of Buyer and such execution, delivery and performance does and will not conflict with or result in a violation of Buyer's organizational agreement or any judgment or order.

9.2.2 The execution, delivery and performance by Buyer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Buyer, subject to the contingency set forth in Section 5.1.1.8, (b) violate or contravene any provision of the articles of incorporation or bylaws of Buyer, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Buyer is a party or by which it or any of its properties may be bound.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing.

10. **Additional Obligations of Seller**.

10.1 **Licenses and Permits**. Seller shall transfer to Buyer all transferable rights, if any, in any permits or licenses held by Seller with respect to the Property.

10.2 **Condition of Property at Closing**. On the Closing Date, Seller shall deliver to Buyer exclusive vacant possession of the Property, free and clear of personal property, waste and debris of any kind.

10.3 **Further Assurances**. From and after the Closing Date, Seller agrees to execute, acknowledge and deliver to Buyer such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.

10.4 **Non-Assumption of Contracts or Other Obligations**. The parties understand and agree that Buyer is only acquiring certain of Seller's real property assets and that this Agreement and any related agreements shall not be construed to be in any manner whatsoever an assumption by Buyer of any agreements, indebtedness, obligations or liabilities of Seller which are owing with respect to the operation of the Property prior to the Closing Date.

10.5 **Approvals**. Buyer may elect to seek certain approvals in order for Buyer to develop the Property for Buyer's Intended Use, including rezoning the Property or receipt of a conditional use permit (the "**Approvals**"). Seller, at no out-of-pocket cost to Seller, will reasonably cooperate with Buyer's efforts to obtain the Approvals at or prior to Closing. Seller hereby grants Buyer the right to file and prosecute applications and petitions for the Approvals and any special use permits and variances desired by Buyer; provided, however, any special use permits or variances shall (a) be contingent on the occurrence of the Closing and shall not be binding upon Seller or the Property unless and until the Closing occurs, or (b) be approved in writing in advance by Seller. Seller, at no out-of-pocket cost to Seller, agrees to cooperate with Buyer in the filing and prosecution of such applications and petitions, including the filing of the same in Seller's name, if required.

11. **Environmental Matters**.

11.1 **Definitions**. For purposes of this Agreement,

11.1.1 **"Hazardous Substances"** shall include, without limitation, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances", "toxic

substances", "hazardous waste", "pollutants or contaminants" or similar substances under any Environmental Law, as hereinafter defined.

11.1.2 **"Environmental Law"** shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing.

11.1.3 **"Environmental Conditions"** shall mean any release or threatened release of any Hazardous Substances into the drainage systems, soils, groundwater, waters or atmosphere, which release is the result of the control, use, occupancy and/or operation of the Property prior to the Closing Date.

Buyer acknowledges and agrees that, Seller has not made, and Seller hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Environmental Conditions of the Property. Subject to the Environmental Investigation or Study and the Environmental Mitigation or Remediation, as stated in Sections 11.2.1 and 11.2.2 respectively, and the potential cost obligation of Seller as provided in Sections 11.2.1, 11.2.2, and 11.2.3.2, Buyer agrees to accept the Property and acknowledges that the sale of the Property as provided for herein is made by Seller on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. Buyer is an experienced purchaser of property such as the Property and Buyer has made or will make its own independent investigation of the Property. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the Deed.

11.2 **Environmental Cost Contribution by Seller and Buyer Indemnification Obligation**.

11.2.1 **Environmental Investigation or Study**. Any environmental investigation and/or study of the Property shall be pre-approved by a representative of the Seller and/or the Seller's Board and then completed by Buyer at the Buyer's sole cost and expense. Notwithstanding the foregoing,

Seller agrees to escrow with Title, and from Seller's Closing proceeds, Twenty Thousand and no/100 dollars ($20,000.00) to be used to reimburse Buyer for actual costs that are incurred and paid by Buyer and that are directly associated with the environmental investigation and/or study of the Property. ("**Environmental Study Escrow**"). Subject to Section 11.2.3.2, in no event shall Seller's financial obligation related to the environmental investigation and/or study of the Property exceed $20,000.00 without the prior mutual written approval of the Buyer and the City of South St. Paul. Moreover, prior to the commencement of any environmental investigation and/or study of the Property, if the Buyer and Seller disagree on the amount of the proposed costs associated with the environmental investigation and/or study of the Property or on the specific scope or need of the environmental investigation and/or study of the Property, then such final determination as to whether and how to proceed shall be made by Vieau Associates, 4570 W 77th St #265, Minneapolis, MN 55435. Upon Buyer's acceptance of the conclusion of the environmental investigation and/or study of the Property, and in the event the entirety of the Environmental Study Escrow is not paid to reimburse Buyer for actual costs incurred and paid by Buyer associated with the environmental investigation and/or study of the Property, then the remaining balance shall be immediately returned to Seller.

11.2.2 **Environmental Mitigation or Remediation**. Any State of Minnesota mandated environmental mitigation and/or remediation of the Property and any State of Minnesota mandated vapor mitigation system beyond that used in standard construction ("**Environmental Remediation**") shall be pre-approved by a representative of the Seller and/or the Seller's Board and then completed by Buyer at the Buyer's sole cost and expense. Notwithstanding the foregoing, Seller agrees to escrow with Title, and from Seller's Closing proceeds, Thirty Thousand and no/100 dollars ($30,000.00) to be used to reimburse Buyer for actual costs that are incurred and paid by Buyer and that are directly associated with Environmental Remediation ("**Environmental Mitigation Escrow**"). Subject to Section 11.2.3.2, in no event shall Seller's financial obligation related to Environmental Remediation exceed $30,000.00 without the prior mutual written approval of the Buyer and the City of South St. Paul. Moreover, prior to the commencement of any Environmental Remediation, if the Buyer and Seller disagree on the amount of the proposed costs associated with Environmental Remediation, or on the specific scope of, or need for Environmental Remediation, then such final determination as to whether and how to proceed shall be made by Vieau Associates, 4570 W 77th St #265, Minneapolis, MN 55435.If, after the satisfactory conclusion of all Environmental Remediation, , the entirety of the Environmental Mitigation Escrow is not paid to reimburse Buyer for actual costs that are incurred and paid by Buyer and that are directly associated with Environmental Remediation, then the remaining balance shall be immediately returned to Seller.

11.2.3 **Excess environmental investigation and/or study costs and/or Environmental Remediation costs.** To the extent that actual costs are incurred and paid by Buyer in excess of the Environmental Study Escrow and/or the Environmental Mitigation Escrow, those costs shall be paid as follows:

11.2.3.1 Up to the first aggregate costs of Twenty Five Thousand and No/100 Dollars ($25,000.00) in excess of the Environmental Study Escrow and/or the Environmental Mitigation Escrow amounts shall be paid for by Buyer.

11.2.3.2 After the expenditure of funds required for the Environmental Study Escrow, the Environmental Mitigation Escrow and the Buyer's payment of costs for which Buyer is obligated pursuant to Section 11.2.3.1 hereof, the Buyer and Seller shall each pay one half (1/2) of any necessary expenditures for environmental investigation and/or study costs and/or costs associated with any approved Environmental Remediation.

11.2.4 **Buyer Indemnification Obligation.** Except for the obligation of Seller to pay the Environmental Study Escrow and the Environmental Mitigation Escrow as provided in Sections 11.2.1 and 11.2.2, and the potential cost obligation of Seller as provided in Section 11.2.3.2, Buyer agrees to pay and protect, indemnify and release Seller from and hold Seller harmless against any and all loss, liability, damage, cost, expense (including attorneys' fees and expenses), cause of action, regulatory proceeding, suit, claim, demand or judgment, against Seller or the Property arising in connection with or in relation to Environmental Conditions, or any clean-up thereof, including, specifically, claims by adjacent property owners for damages resulting from the contamination of adjacent properties due to the migration of any Environmental Conditions. Notwithstanding anything else set forth in this Agreement, Buyer's indemnification agreement set forth in this Section shall survive the Closing or any termination of this Agreement. This indemnification shall not be limited as a result of any investigations conducted by Seller or Buyer.

11.2.5 **Buyer's obligation to make Grant Application**. Within 120 days of Closing, with the assistance of the City, Buyer, shall use its best efforts to pursue grant funding to be used toward the environmental investigation and/or study of the Property and the Environmental Remediation of the Property. Any funding match requirement and any costs associated with the assistance of a consultant to write or administer the grant application shall be paid for by Buyer. To the extent that any grant proceeds are ever received pertaining to the environmental investigation and/or study of the Property or the Environmental Remediation of the

Property then the grant monies received shall be paid (i) first to Seller to reduce Seller's contribution for the Environmental Study Escrow and the Environmental Mitigation Escrow; (ii) then to Buyer to reduce Buyer's contribution set forth in Section 11.2.3.1; and, (iii) then equally to Buyer and Seller to reduce the parties' respective contributions set forth in Section 11.2.3.2.

11.3 **Reporting Requirements**. Seller and Buyer agree to comply with all reporting requirements set out in any Environmental Law.

12. **General Indemnification**.

12.1 **Indemnity by Seller**. Seller agrees to indemnify Buyer and to hold Buyer harmless from and against any and all loss, liability, damage, cost, expense (including attorneys' fees and expenses), cause of action, regulatory proceeding, suit, claim, demand or judgment arising out of or relating to (a) the inaccuracy of any of the warranties and representations made by Seller pursuant to this Agreement and any related agreements, or (b) the operation of the Property prior to the Closing Date, including, without limitation, all liabilities, losses and claims with respect to federal, state and local tax and other obligations, in each case which accrue prior to the Closing Date, or (c) claims by adjacent property owners for damages resulting from the environmental contamination of adjacent properties due to the migration of any Environmental Conditions existing as of the Closing Date. Seller's obligations hereunder shall survive the Closing or any termination of this Agreement. Consummation of this Agreement and any related agreements by Buyer with knowledge of any of the foregoing shall not constitute a waiver or release by Buyer of any claims with respect thereto.

12.2 **Indemnity by Buyer**. In addition to the Buyer's indemnification obligation set forth in Section 11.2.4, Buyer agrees to indemnify Seller and to hold Seller harmless from and against any and all loss, liability, damage, cost, expense (including attorneys' fees and expenses), cause of action, regulatory proceeding, suit, claim, demand or judgment arising out of or relating to (a) subject to Section 3, any Buyer's Investigations, (b) the inaccuracy of any of the warranties and representations made by Buyer pursuant to this Agreement and any related agreements which accrue prior to the Closing Date or (c) the operation of the Property after to the Closing Date, including, without limitation, all liabilities, losses and claims with respect to federal, state and local tax and other obligations, in each case which accrue after to the Closing Date. Buyer's obligations hereunder shall survive the Closing or any termination of this Agreement. Consummation of this Agreement and any related agreements by Seller with knowledge of any of the foregoing shall not constitute a waiver or release by Seller of any claims with respect thereto.

13. **Commissions**. Each party represents that all negotiations on its behalf relative to this Agreement and the transactions contemplated by this Agreement have been

carried on directly between the parties, without the intervention of any party as broker, finder or otherwise. Each party hereby indemnifies the other from and against all losses, damages, costs, expenses (including reasonable fees and expenses of attorneys), causes of action, suits or judgments of any nature arising out of any claim, demand or liability to or asserted by any broker, agent or finder, claiming to have acted on behalf of the indemnifying party in connection with this transaction.

15. **Notice**. Any notice to be given by one party hereto shall be personally delivered (including messenger delivery) or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked or one (1) business day after delivery to such overnight courier.

If to Buyer:
MidWest*One* Bank
835 Southview Boulevard
South St. Paul, MN 55075
Attn: Todd Hovland

If to Seller:
South St. Paul Economic Development Authority
125 Third Avenue North
South St. Paul, Minnesota 55075
Attn: Executive Director

16. **Default; Remedies**. If either Seller or Buyer fails to perform any of their respective obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the case of any default by Buyer, Seller's sole and exclusive remedy shall be termination of this Agreement as provided above and, upon any such termination; the Earnest Money shall be forfeited to Seller as agreed and final liquidated damages. In the case of any default by Seller, upon termination of this Agreement, the Earnest Money shall be returned to Buyer. Buyer shall also have the right to specifically enforce this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

17. **Cumulative Rights**. No right or remedy conferred or reserved to Seller or Buyer is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.

18. **Entire Agreement; Modification**. This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

19. **Binding Effect; Survival**. This Agreement binds and benefits the parties and their respective successors and assigns. Buyer may not assign this Agreement without the prior written consent of the Seller, including, without limitation, to any franchisee of Buyer. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.

20. **Governing Law**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

21. **Counterparts; Facsimiles**. This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or "PDF" signatures on this Agreement shall be treated as originals.

22. **Time of the Essence**. Time is of the essence of this Agreement.

23. **Alley Relocation and Joint Parking**.

23.1 **Alley Relocation**. In order to facilitate the Buyer's development of the Property for Buyer's Intended Use, the City, as reasonably determined by the City and provided Buyer grants an ingress, egress and access easement that provides a right of access to the general public through the drive lanes of the Buyer's parking areas without charge to the City and at a location reasonably determined by the City i, shall vacate that portion of the existing alley wholly contained within the development parcel. The obligations set forth in this paragraph shall survive the Closing and shall not merge in the Deed.

23.2 **Joint Parking Agreement**. Buyer shall permit the use of its parking areas by the general public during Buyer's non-business hours. Moreover, if the City develops any adjacent land to the north of the Property to a non-residential use in the future, then Buyer shall enter into a Joint Parking agreement such that the invitees of the new development located to the north of the Property shall be permitted to use the parking areas located on the Property. The obligations set forth in this paragraph shall survive the Closing and shall not merge in the Deed.

[remainder of page intentionally left blank]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the date hereinbefore first written.

SELLER:

South St. Paul Economic Development Authority

By: _____
Name: Beth Baumann
Its: President

By: _____
Name: Stephen P. King
Its: Executive Director

BUYER:

MidWest*One* Bank,
an Iowa banking corporation

By: _____
Name: Todd Hovland
Its: Branch President

Third Party Obligor and Beneficiary:

City of South St. Paul

By: _____
Name: Beth Baumann
Its: Mayor

By: _____
Name: Christy Wilcox
Its: City Clerk

EXHIBIT A
TO PURCHASE AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

(South St. Paul, MN)

Legal description to be confirmed by Commitment

EXHIBIT B
FORM OF DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

BY AND BETWEEN

SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

AND

MidWest*One* Bank,

an Iowa banking corporation

_____, 2016

THIS DOCUMENT WAS DRAFTED BY:

LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this *"Agreement"*) is made and entered into this _____day of _____, 2016, between the SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "*Authority*"), and MidWest*One* Bank, an Iowa banking corporation (the *"Developer"*).

RECITALS

WHEREAS, the Developer is proposing to acquire approximately .67 acres in the City of South St. Paul, Minnesota (the "*City*") (the *"Development Property"*) (i) to construct a 6,000 to 8,000 square foot bank building and related drive thru amenities and customer parking ("**Developer's Intended Use**") upon the Development Property (the *"Minimum Improvements"*); and

WHEREAS, the Developer will, simultaneously with the execution of this Agreement, Close on the acquisition of the Development Property as required pursuant to the purchase and sale agreement with the Authority, dated _____, 2016, (the *"Purchase Agreement"*); and

WHEREAS, the Authority believes that the development and construction of the Minimum Improvements, and fulfillment of this Agreement are vital and are in the best interests of the Authority and benefit the health, safety, morals and welfare of the City's residents, and comply with the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

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

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Act" means the Municipal Housing and Redevelopment Act, Minnesota Statutes, Sections 469.001–469.047 *et seq.*, as amended.

"Agreement" means this Development Agreement, as the same may be from time to time modified, amended or supplemented.

"Authority" means the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota.

"Authority Representative" means the President or the Executive Director of the Authority or his or her designee.

"Board" means the Board of the Authority.

"Certificate of Completion" means the certificate in substantially the form attached as Exhibit D signed by the Authority Representative certifying completion of the Minimum Improvements.

"City" means the City of South St. Paul, Minnesota.

"Commence Construction" and *"Commencement of Construction"* means that (a) the building permit has been issued by the City for construction of the Minimum Improvements, and (b) the Developer has demonstrated sufficient financing to Complete Construction of the Minimum Improvements. To date, the City has not issued a building permit for the Minimum Improvements.

"Commencement Date" means the date on which the Developer Commences Construction of the Minimum Improvements.

"Complete Construction" and *"Completion of Construction"* means the Developer has received a Certificate of Completion of the Minimum Improvements.

"Completion Date" means the date on which the Certificate of Completion of the Minimum Improvements is executed by the Authority Representative.

"Construction Plans" means the plans, specifications, drawings and related documents for the construction of the Minimum Improvements which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City. The Authority and the City have approved the Construction Plans and the Final Plans for the Minimum Improvements.

"County" means the County of Dakota, Minnesota.

"Design Drawings" means the site plan, elevations and materials for the Minimum Improvements attached to this Agreement as Exhibit B.

"Developer" means MidWest*One* Bank, an Iowa banking corporation .

"Developer Event of Default" means the occurrence of an Event of Default set forth in Section 11.2.

"Development" means the Development Property and the Minimum Improvements.

"Development Property" means the real property legally described in the attached Exhibit A.

"Event of Default" means any of the events described in Sections 11.2 and 11.3.

"Final Plans" means the Final Plat and the other plans and specifications the City and the Authority approve pursuant to this Agreement and the Minimum Improvements to be constructed therein, as the same may be amended from time to time. The Authority and the City have approved the Construction Plans and the Final Plans for the Minimum Improvements. Final Plans must address the following, to the extent applicable:

(i) grading;

(ii) wetlands;

(iii) surface water quality;

(iv) storm water controls, erosion controls and drainage;

(v) street and lot layout;

(vi) utilities;

(vii) landscaping;

(viii) basement elevations;

(ix) signage;

(x) easements for public utilities;

(xi) parking; and

(xii) building location and exterior building design and appearance.

"Final Plat" means the final plat, replat or minor subdivision for the Development when approved by the City and the County. It shall be the responsibility of the Developer to pay all costs and expenses, if any, related to obtaining the Final Plat, replat or minor subdivision for the Development.

"Memorandum of Agreement" means the document described in Section 12.14 and substantially in the form shown on Exhibit E.

"Minimum Improvements" means those Improvements to be constructed by the Developer on the Development Property, as depicted and described on the Design Drawings, attached as Exhibit B. The Minimum Improvements will be further defined and must be constructed in accordance with the timing set forth herein and the Final Plans.

"Minimum Improvements Site Plan" means the site plan for the Minimum Improvements, which is included in the Design Drawings attached as Exhibit B.

"Minimum Improvements Timeline" means the Minimum Improvements schedule established in Section 6.1.

"Mortgage" means any mortgage loan that is secured, in whole or in part, with the Development Property, and which is an approved encumbrance under Article X.

"Preliminary Plans" means the preliminary design and architectural plans for the Minimum Improvements submitted by the Developer to the Authority.

"Purchase Agreement" means that purchase and sale agreement between the Developer and the Authority for the Development Property, dated _____, 2016, and attached hereto as Exhibit C.

"State" means the State of Minnesota.

"Unavoidable Delays" means delays, outside the control of the party claiming its occurrence, which are the direct result of (a) unusually severe or prolonged bad weather, (b) acts of God, fire or other casualty to the Minimum Improvements, (c) litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, (d) acts of any federal, State or local governmental unit which directly result in delays, (e) strikes, other labor trouble, (f) delays in

delivery of materials for the Minimum Improvements or (g) soil conditions of the Development Property.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a public body corporate and politic and a governmental subdivision of the State, duly organized and existing under state law, and the Authority has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The Authority is authorized by law to enter into the various additional agreements contemplated herein.

(c) The Authority has taken all action necessary to approve this Agreement and to authorize the execution and delivery of this Agreement, and any other documents or instruments required to be executed and delivered by the Authority pursuant to this Agreement.

(d) The execution, delivery and performance of this Agreement, and any other documents or instruments required pursuant to this Agreement by the Authority does not, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not, conflict with or constitute on the part of the Authority a breach of or default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which the Authority or any of its property is or may be bound, or (ii) legislative act, constitution or other proceeding establishing or relating to the, establishment of the Authority or its officers or its resolutions.

(e) There is not pending, nor to the best of the Authority's knowledge is there threatened, any suit, action or proceeding against the Authority before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the Authority to perform its obligations hereunder, or as contemplated hereby or thereby, or the validity or enforceability of this Agreement.

(f) No member of the Board of the Authority or officer of the Authority has either a direct or indirect financial interest in this Agreement, nor will any Commissioner of the Authority or officer of the Authority, benefit financially from this Agreement within the meaning of the Act.

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

(a) The Developer is an Iowa banking corporation organized and in good standing under the laws of the State of Iowa, is authorized to conduct business in the State, is not in violation of any provisions of its organizational documents or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its Board of Directors.

(b) The Developer will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public

health laws and regulations), except for conditional use permits or variances necessary to construct the Minimum Improvements contemplated in the Construction Plans approved by the Authority.

(c) 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.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Developer's organizational documents, any restriction or any agreement or instrument to which the Developer is now a party or by which it is bound or to which any property of the Developer is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or federal regulatory body having jurisdiction over Developer or its properties, including its interest in the Development, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Developer contrary to the terms of any instrument or agreement to which Developer is a party or by which it is bound.

(e) The execution and delivery of this Agreement will not create a conflict of interest on the part of the Developer prohibited by Minnesota Statutes, Section 469.009, as amended.

(f) Developer will cooperate with the City and Authority with respect to any litigation commenced by third parties with respect to the Development and the transactions contemplated by this Agreement.

(g) There are no pending or threatened legal proceedings, of which the Developer has notice, contemplating the liquidation or dissolution of the Developer or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by the Agreement, or questioning the authority of the Developer to execute and deliver this Agreement or the validity of this Agreement.

(h) The Developer has received notice that the Development Property may or will be in violation of an environmental law or regulation. The Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and the Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute, including the Minnesota Environmental Rights Act, Minnesota Statutes, Section 116B.03 *et. seq.*, or the Minnesota Environmental Policy Act, Minnesota Statutes, Chapter 116D.

(i) The financing commitments which the Developer has obtained or will obtain to acquire the Development Property and to finance construction of the Minimum Improvements will be sufficient to enable the Developer to successfully complete the Development in conformance with this Agreement.

(j) The Developer will cooperate fully with the Authority and the City in resolution of any traffic, parking, trash removal or public safety problems which may rise in connection with the construction and operation of the Minimum Improvements.

ARTICLE III
LAND USE AND DEVELOPMENT CONTROLS

Section 3.1 Restrictions on Development. The Developer may not construct or permit any Development to occur on any part of the Development Property until the Developer satisfies the conditions described in Section 3.2. After the Developer satisfies the conditions described in Section 3.2, the Developer may not, except upon the termination of this Agreement or otherwise as provided herein, construct or permit any Development to occur on any part of the Development Property until the Authority has approved Final Plans.

Section 3.2 Conditions of Authority Approval. Notwithstanding any other provision of this Agreement, the Developer may not construct or permit any construction of the Minimum Improvements on any part of the Development Property until the Developer satisfies each of following conditions:

(a) The Developer acquires fee title to all of the Development Property;

(b) The Developer obtains approval of the Final Plans for the Minimum Improvements;

(c) The Developer executes and records the Memorandum of Agreement and causes any lien holder affecting any of the Development Property to subject its interest as provided herein to this Agreement;

Section 3.3 Approval of Final Plans. No construction may occur until the Authority and/or the City approve the Final Plans for the Minimum Improvements. The Authority and/or the City agree to expeditiously consider and approve the Final Plans for the Minimum Improvements after their submission, or provide a written indication of the grounds for any disapproval, whereupon the Developer shall correct or modify the Final Plans for such Minimum Improvements and resubmit same for approval. The Authority and/or the City and the Developer agree to communicate and cooperate to complete the reviews required under Article V in time to Commence Construction of the Minimum Improvements in accordance with the Minimum Improvements Timeline in Section 6.1.

Section 3.4 Zoning and Land Use Approvals. Nothing in this Agreement shall limit the authority of the City with respect to zoning and land use approvals. Notwithstanding the foregoing, the staff of the City and Authority shall cooperate with the Developer and assist the Developer in the processing and obtaining of zoning and land use approvals. The Developer shall be responsible for applying for and obtaining all land use and zoning approvals necessary for the Development. All zoning and land use approvals shall be by the City Planning Commission or City Council in accordance with the ordinances of the City.

Section 3.5 Building and Construction Permits. Nothing in this Agreement shall limit the governmental authority of the City with respect to its building and construction permitting process for the Development. The Developer shall comply with all applicable city building codes and construction requirements and shall be responsible for obtaining all building permits prior to construction.

Section 3.6 Authority Approval. Whenever this Agreement provides for approval by the Authority, such approval shall be given by the President and the Executive Director of the Authority (or his/her designee), unless (a) this Agreement explicitly provides for approval by the Board of the Authority, (b) approval by the Board is required by law or (c) the approval, in the opinion of the

President and the Executive Director, would result in a material change in the terms of this Agreement.

ARTICLE IV
ACQUISITION OF DEVELOPMENT PROPERTY

Section 4.1 Acquisition of Development Property by the Developer. Under the Purchase Agreement, Developer will acquire the Development Property not later than _____, 2016.

ARTICLE V
CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 5.1 Minimum Improvements. The Development includes the Minimum Improvements required to be constructed by the Developer, as depicted on the Minimum Improvements Site Plan, included in the Design Drawings, attached as Exhibit B. The Developer agrees to construct the Minimum Improvements.

Section 5.2 Design Drawings; Preliminary Plans.

(a) Prior to the preparation of any Final Plans for the Minimum Improvements, the Developer shall submit the Preliminary Plans for the Minimum Improvements to the Authority for approval. Based on the Preliminary Plans, the Developer will submit to the Authority for approval of the Minimum Improvements. The Developer understands that the Final Plans for the Minimum Improvements must be consistent with the Design Drawings, this Agreement, and all applicable State and local laws and regulations, insofar as said consistency may be determined at said preliminary stage.

(b) The Authority and Developer agree to communicate and cooperate to complete the reviews required under this Article V in time to Commence Construction of the Minimum Improvements in accordance with the Minimum Improvements Timeline in Section 6.1.

Section 5.3 Construction Plans.

(a) The Developer will deliver or cause to be delivered the Construction Plans for the Minimum Improvements to the Authority and/or the City. Within fifteen (15) calendar days after the Authority and/or the City receives such Construction Plans, the Authority and/or the City shall review the Construction Plans and will deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The Authority and/or the City shall approve the Construction Plans for the Minimum Improvements if: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans comply with the Final Plans; (iii) the Construction Plans do not violate any applicable federal, State or local laws, ordinances, rules or regulations; and (iv) the Construction Plans demonstrate the Minimum Improvements have been completed and are of a quality and finish reasonably acceptable to the Authority. If the Construction Plans are not approved by the Authority and/or the City, then the Developer shall make such changes as the Authority and/or the City may reasonably require and re-submit the Construction Plans to the Authority and the foregoing approval process will be repeated until the Authority and/or the City has approved the Construction Plans.

(b) The approval of the Construction Plans for the Minimum Improvements, or any proposed amendment to such Construction Plans, by the Authority and/or the City does not constitute a representation or warranty by the Authority that the Construction Plans or the Development comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Development will meet the qualifications for issuance of a certificate of occupancy, or that the Development will meet the requirements of the any users of the Development. The Authority's and/or the City's approval of the Construction Plans for the Minimum Improvements, or any proposed amendment to such Construction Plans will not constitute a waiver of an Event of Default.

(c) The Authority's and/or the City's approval of the Final Plans, Preliminary Plans and Construction Plans for the Minimum Improvements shall not relieve the Developer of its obligations (a) to receive the approval of any other City department if such approval is required by City ordinance, (b) standard City licensing or permitting requirements or standard written City policies in connection with the Development, or (c) to comply with the terms and provisions of this Agreement, or the provisions of any applicable federal, state and local laws, ordinances and regulations.

Section 5.4 Construction of Minimum Improvements. Subject to the terms and conditions of this Agreement, the Developer agrees to construct the Minimum Improvements on the Development Property in substantial conformance with the approved Construction Plans for the Minimum Improvements.

Section 5.5 Reporting Requirements. Prior to delivery of the Certificate of Completion to the Developer, upon the request of the Authority, the Developer will provide the Authority reasonable access to the Development Property. *"Reasonable access"* means at least one site inspection per week during regular business hours. During construction and marketing of the Minimum Improvements, the Developer will deliver progress reports to the Authority from time to time as mutually agreed upon by the Authority and the Developer.

Section 5.6 Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement, the Developer agrees to Commence and Complete Construction of the Minimum Improvements in accordance with the Minimum Improvements Timeline outlined in Article VII.

Section 5.7 Additional Responsibilities of the Developer.

(a) The Developer will construct, operate and maintain, or cause to be operated and maintained, the Minimum Improvements in substantial accordance with the terms of this Agreement and all local, State, and Federal laws and regulations (including, but not limited to zoning, building code, and public health laws and regulations), except for conditional use permits or variances necessary to construct the Minimum Improvements contemplated in the Construction Plans approved by the Authority and/or the City.

(b) 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. The Authority agrees to use reasonable efforts to assist the Developer in obtaining any permits, licenses and approvals necessary for the construction of the Minimum Improvements in accordance with the Construction Plans approved by the Authority and/or the City.

(c) The Developer will not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(d) The Developer, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Minimum Improvements, in accordance with the technical specifications, standards and practices of the owner thereof.

(e) The Authority and/or the Developer has received approval from the City and its Planning Commission for the Final Plat for the Development, as applicable and appropriate.

(f) The Developer will comply or assure compliance with all applicable local, state and federal environmental laws and regulations, as they relate to the Development Property and the Minimum Improvements constructed thereon.

Section 5.8 Certificate of Completion. The Developer shall notify the Authority when construction of the Minimum Improvements has been substantially completed. The Authority shall promptly inspect the Minimum Improvements in order to determine whether the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans. If the Authority determines that the Minimum Improvements have not been constructed in substantial conformity with the approved Construction Plans, the Authority shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Minimum Improvements have not been constructed in substantial conformity with the approved Construction Plans and Developer shall promptly remedy such deficiencies. Promptly upon determining that the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans, the Authority will furnish to the Developer a Certificate of Completion in the form attached hereto as Exhibit D certifying the Completion of Construction. The Certificate of Completion issued for the Minimum Improvements shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement to construct the Minimum Improvements. The Developer shall cause the Certificate of Completion to be recorded in the proper office for recordation of deeds and other instruments pertaining to the Development Property.

ARTICLE VI
DEVELOPMENT TIMELINE

Section 6.1 Minimum Improvement Timeline. Time frames for Commencement and Completion of Construction shall be in accordance with the following schedule, subject to Unavoidable Delay. Following Commencement of Construction, Developer must diligently continue construction of the Minimum Improvements in a sequence consistent with normal construction practices.

	Desired Commencement Date	Commencement Default Date	Desired Completion Date	Completion Default Date
Minimum Improvements				December 31, 2017

ARTICLE VII
DEVELOPER COVENANTS

Section 7.1 Maintenance and Operation of the Development. Developer will at all times during the term of this Agreement, maintain and operate the Development in a safe and secure way

and in compliance with this Agreement and all federal, State and local laws, regulations, rulings and ordinances applicable thereto. Developer shall pay all of the reasonable and necessary expenses of the operation and maintenance of the Development, including all premiums for insurance insuring against loss or damage thereto and adequate insurance against liability for injury to persons or property arising from the Development as required pursuant to this Agreement. Developer shall use its best efforts to ensure that all contractors comply with the safety laws applicable to the construction of the Minimum Improvements. The expenses of operation and maintenance of the Development shall be borne solely by Developer.

Section 7.2 Compliance with Environmental Requirements. The Developer shall, in all material respects, comply with all applicable local, State, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews. The Developer has received notice that the Development Property may or will be in violation of an environmental law or regulation.

Section 7.3 Intentional Omitted.

Section 7.4 Property Taxes. The Developer agrees to pay all property taxes on the Development Property as they become due and payable. Failure to pay property taxes shall be an Event of Default.

Section 7.5 Special Assessments. Developer agrees to pay all special assessments levied against the Development Property as they become due and payable.

ARTICLE VIII
ENCUMBRANCE OF THE DEVELOPMENT PROPERTY

Section 8.1 Encumbrance of the Development Property. Until the Completion Date, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except only on the Development Property and only for the purpose of obtaining funds only to fund land and building acquisition, labor and materials, professional fees, real estate taxes, construction interest, organization and other indirect costs of development, costs of constructing the Minimum Improvements, and an allowance for contingencies.

Section 8.2 Copy of Notice of Default to Mortgagee. If the Authority delivers any notice or demand to the Developer with respect to any Event of Default under this Agreement, the Authority will use its best efforts to deliver a copy of such notice or demand to the mortgagee of any Mortgage at the address of such mortgagee provided to the Authority in a written notice from the Developer or the mortgagee, provided that failure of the Authority to give any such notice shall not limit the Authority's ability to exercise any of its remedies under this Agreement.

Section 8.3 Mortgagee's Option to Cure Events of Default. Upon the occurrence of an Event of Default, the mortgagee under any Mortgage will have the right, at its option, to cure or remedy such Event of Default. An individual or entity who acquires title to all or a portion of the Development Property through the foreclosure of a mortgage or deed in lieu of foreclosure on such portion of the Development Property remains subject to each of the restrictions set forth in this Agreement and remains subject to all of the obligations of the Developer, or any successor in interest to the Developer, under the terms of this Agreement, but the purchaser at a foreclosure sale

or grantee under a deed in lieu of foreclosure shall have no personal liability for a breach of such obligations under this Agreement so long as:

(a) The party acquiring title through foreclosure or deed in lieu of foreclosure observes all of the restrictions set forth in the Agreement;

(b) The party who acquired title through foreclosure or deed in lieu of foreclosure does not undertake or permit any other party to undertake any Development on the portion of the Development it owns;

(c) The City has no obligation to approve any plans for development of a portion of the Development Property the foreclosing mortgagee (or mortgagee obtaining a deed in lieu of foreclosure) owns or to issue any related building permits.

The purpose of this Section is to permit a foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) to hold title to the portion of the Development Property it acquires through foreclosure or deed in lieu of foreclosure, without liability, until it can sell the property it holds to a third party who will assume the obligations of the Developer under the terms of this Agreement and proceed with the Development of the Development Property pursuant to the terms of this Agreement. If, rather than passively holding title to the portion of the Development Property it acquires through foreclosure or deed in lieu of foreclosure, the foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) or other purchaser at a foreclosure sale desires to sell portions of the Development Property for continuation of the Development, the purchaser at the foreclosure sale (or mortgagee obtaining a deed in lieu of foreclosure) must assume and perform each of the obligations of the Developer, or the applicable successor to the interest of the Developer, under this Agreement. This Section does not restrict the authority of the Authority to pursue its rights under any outstanding security, exercise remedies otherwise available under this Agreement or suspend the performance of its obligations under this Agreement as otherwise allowed. The Authority agrees to reasonably cooperate with any foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) or other purchaser at a foreclosure sale in pursuing the Development in accordance with this Agreement, including approval of such person as a successor to the rights of the Developer hereunder and taking appropriate actions to allow the benefits and rights hereunder to be realized by such person.

Section 8.4 Defaults Under Mortgage. The Developer will use its best efforts to obtain an agreement from any mortgagee under a mortgage on the Development Property (a "Mortgage") that, in the event the Developer is in default under any Mortgage, the mortgagee, within ten (10) days after it becomes aware of any default and prior to exercising any remedy available to it due to such default, will notify the Authority in writing of (i) the fact of default; (ii) the elements of default; and (iii) the actions required to cure the default. If, within the time period required by the Mortgage, the Authority cures any default under the Mortgage, the mortgagee will pursue none of its remedies under the Mortgage based on such default.

ARTICLE IX
INSURANCE

Section 9.1 Insurance.

(a) The Developer shall obtain and continuously maintain insurance on the Development and, from time to time at the request of the Authority, furnish proof to the Authority that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and

continuously maintain, provided that the Developer shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Development (excluding excavation and footings):

(a) 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 Development at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

(b) 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 $2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

(c) Workers compensation insurance, with statutory coverage.

(b) All insurance required in this Article shall be obtained and continuously maintained in responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Article, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured 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, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

(c) The Developer, its successor or assign, agrees to notify the Authority promptly in the case of damage exceeding $250,000 in amount to, or destruction of the Development or any portion or Element thereof resulting from fire or other casualty.

If rebuilding of the Development occurs through the use of insurance or other proceeds, the Developer, its successors or assigns, agrees to repair, reconstruct and restore the Development to substantially the same or an improved condition or value as it existed prior to the event causing such damage and in a manner consistent with the Design Drawings, unless the Authority consents to revisions, which consent will not be unreasonably withheld.

ARTICLE X
TRANSFER LIMITATIONS AND INDEMNIFICATION

Section 10.1 Representation as to Development. The Developer represents to the Authority that its purchase of the Development Property, and its other undertakings under this Agreement, are for the purpose of constructing a 6,000 to 8,000 square foot bank building and related drive thru amenities and customer parking ("**Developer's Intended Use**") upon the Development Property, and not for the purpose of speculation in land holding. The Developer acknowledges that, in view of the importance of the development of the Development Property to the general welfare of the Authority and the City, the qualifications and identity of the Developer are of particular concern to the Authority. The Developer further acknowledges that the Authority is willing to enter into this Agreement with the Developer because of the qualifications and identity of the Developer.

Section 10.2 Limitations on Transfer. Except in the regular course of business, or easements or other encumbrances necessary for the Minimum Improvements, prior to the issuance of a Certificate of Completion, the Developer will not sell, assign, convey, lease or transfer in any other mode or manner this Agreement, the Development Property or the Minimum Improvements, or any interest therein, without providing written notice to the Authority. The Developer agrees that any sale, assignment, conveyance, use or transfer of this Development Agreement, the Development Property or the Minimum Improvements will include conditions that:

(a) Any proposed transferee shall not be exempt from the payment of real estate taxes and shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; and

(b) Any proposed transferee, in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the Authority have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

Section 10.3 Indemnification.

(a) Subject to the terms and conditions of the Purchase Agreement, the Developer releases from and covenants and agrees that the Authority and the City, their governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the *"Indemnified Parties"*) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties 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 Development to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

(b) Subject to the terms and conditions of the Purchase Agreement, and except for gross negligence or willful misconduct of the Indemnified Parties, the Developer agrees to indemnify the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorneys' fees) actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Authority in this Agreement.

(c) Subject to the terms and conditions of the Purchase Agreement, the Authority makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (*"CERCLA"*), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the *"Hazardous Substances"*). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Development Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Development Property that would cause or contribute to causing (1) the Development Agreement to become a treatment, storage or disposal facility within

the meaning of, or otherwise bring the Development Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 (*"RCRA"*), 42 U.S.C. § 6901 et seq., or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Development Property within the meaning of, or otherwise bring any Development Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., or any similar state law or local ordinance. Further, the Authority makes no warranties or representations regarding, nor does the Authority indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Project of any substances or conditions in or on the Development Property that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minnesota Statutes, Chapter 115B. The Authority makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Development Property, or whether any above or underground tanks have been located under, in or about the Development Property and have subsequently been removed or filled.

(d) Subject to the terms and conditions of the Purchase Agreement, the Developer waives any claims against the Authority and the City, and their respective members and boards, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land and the Minimum Improvements comprising the Development Property.

Section 10.4 Limitation. All covenants, stipulations, promises, agreements and obligations of the Authority or the Developer contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority or the Developer, respectively, and not of any governing body member, officer, agent, servant or employee of the Authority or the Developer in the individual capacity thereof.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES

Section 11.1 Events of Default Defined. Subject to applicable cure periods, the following shall be "Events of Default" under this Agreement and, whenever it is used in this Agreement, the term *"Event of Default"* shall mean any one or more of the events defined in Sections 11.2 and 11.3.

Section 11.2 Developer Events of Default. The following shall be Developer Events of Default:

(a) subject to Unavoidable Delays, the Developer shall fail to Commence Construction of the Minimum Improvements by _____, or shall fail to proceed with due diligence to Complete Construction of the Minimum Improvements by December 31, 2017. After receiving written notice from Authority alerting Developer to its noncompliance with this section, Developer shall have thirty (30) calendar days to remedy its failure to Commence Construction or to proceed with due diligence to Complete Construction of the Minimum Improvements in accordance with the Minimum Improvements Timeline. If Developer remedies its noncompliance during such thirty (30) calendar day cure period, then it shall not be a Developer Event of Default. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) calendar days to cure, such default shall not constitute a Developer Event of Default, provided that curing of the default is promptly

commenced upon receipt by the Developer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days unless approved by the Authority;

(b) subject to Unavoidable Delays, the Developer shall default in or violate its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension is not cured, ended or remedied within thirty (30) calendar days after Developer's receipt of written demand by the Authority so to do. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) calendar days to cure, such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the Developer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days unless approved by the Authority;

(c) there is, in violation of this Agreement, any conveyance or other transfer of the Development Property or any part thereof, and such violation is not cured within thirty (30) calendar days after Developer's receipt of written demand by the Authority;

(d) subject to Unavoidable Delays, failure by Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of thirty (30) calendar days after Developer's receipt of written notice of such failure from any party hereto. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) calendar days to cure, such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the Developer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days unless approved by the Authority; or

(e) the Developer shall (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar Federal or State law; or (ii) make an assignment for the benefit of its creditors; or (ii) become insolvent or adjudicated a bankrupt; or if a petition or answer proposing the adjudication of Developer, 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 Developer, or of the Development, or part thereof, shall be appointed in any proceeding brought against Developer, and shall not be discharged within ninety (90) days after such appointed, or if Developer shall consent to or acquiesce in such appointment.

Section 11.3 Authority Events of Default. Subject to Unavoidable Delays, the failure of the Authority to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of thirty (30) calendar days after Developer's receipt of written notice of such failure from any party hereto shall be an Event of Default for the Authority.

Section 11.4 Authority Remedies on Default. Whenever a Developer Event of Default under occurs, the Authority may take whatever action at law or in equity may appear necessary or desirable to the Authority to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 11.5 Developer Remedies on Default. Whenever any Event of Default occurs by the Authority, the Developer may take whatever action at law or in equity may appear necessary or desirable to the Developer to enforce performance and observance of any obligation, agreement, or covenant of the Authority under this Agreement. Nothing in this Agreement shall entitle the Developer to make any claim against the City or the Authority for any damages whatsoever and the Developer's remedies are strictly limited to the foregoing.

Section 11.6 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies unless otherwise expressly stated, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article XI.

Section 11.7 No Additional Waiver Implied by One Waiver. If any agreement 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.

Section 11.8 Reimbursement of Attorneys' Fees. If the Developer shall default under any of the provisions of this Agreement, and any applicable cure period has expired, the Authority may employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will on demand therefore reimburse the Authority for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE XII
ADDITIONAL PROVISIONS

Section 12.1 Conflicts of Interest. No member of the Board or other official of the Authority shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Minimum Improvements, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the Authority shall be personally liable to the Authority in the event of any default or breach by Developer or successor or on any obligations under the terms of this Agreement.

Section 12.2 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 12.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any 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 the following addresses, or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

In the case of Developer:

MidWest*One* Bank
835 Southview Boulevard
South St. Paul, MN 55075
Attn: Todd Hovland

In the case of the Authority:

South St. Paul Economic Development Authority
125 Third Avenue North
South St. Paul, Minnesota 55075
Attn: Executive Director

Section 12.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 12.6 Consents and Approvals. In all cases where consents or approvals are required hereunder, such consents or approvals shall not be unreasonably conditioned, delayed or withheld. All consents or approvals shall be in writing in order to be effective.

Section 12.7 Representatives. Except as otherwise provided herein, all approvals and other actions required of or taken by the Authority shall be effective upon action by the Authority Representative. All actions required of or taken by Developer shall be effective upon action by a duly authorized officer of the respective party.

Section 12.8 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development.

Section 12.9 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement.

Section 12.10 Term. The term of this Agreement shall be effective from date of this Agreement until the date this Agreement is terminated by either party in accordance with the terms of this Agreement.

Section 12.11 Mediation. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal

action hereof, provided for herein. Each party agrees to participate in up to four hours of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree on a mediator then any party can request the administrator of the Dakota County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents or each party having authority to settle the dispute. All expenses related to the mediation shall be borne by each party, including without limitation, the costs of any experts or legal counsel. All applicable statutes of limitations and all defense based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

Section 12.12 Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agrees that all legal actions initiated by the Developer or Authority with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Dakota County, District Court and shall not be removed therefrom to any other federal or state court.

Section 12.13 Provisions Surviving Rescission or Expiration. Sections 7.2 and 10.3 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 12.14 Memorandum of Agreement. Neither party shall cause this Agreement to be recorded or filed in the real estate records of the County. However, either party may, at its option, cause a Memorandum of Agreement to be recorded or filed in the form attached as Exhibit E. At the time of execution of this Agreement the parties will also execute and acknowledge the Memorandum of Agreement. At such time as the Developer owns fee title to all or any portion of the Development Property, either party may, at its option, cause the Memorandum of Agreement to be recorded against the Development Property and shall record the Memorandum of Agreement with the County.

ARTICLE XIII
RIGHT OF FIRST REFUSAL

Section 13.1 Right of First Refusal. The Developer hereby irrevocably grants to the Authority an exclusive right of first refusal to purchase the Property in accordance with the terms and conditions contained in the Right of First Refusal Agreement, attached hereto and incorporated by reference herein as Exhibit F.

IN WITNESS WHEREOF, the Authority and Developer have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

[Remainder of page intentionally left blank]

SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By _____
President

By_____
Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Beth Baumann and Steven King, the President and Executive Director, respectively, of the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota, on behalf of said Authority.

_____
Notary Public

MidWest*One* Bank,
an Iowa banking corporation

By: _____

Todd Hovland

Its: Branch President

STATE OF MINNESOTA)
) ss
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____of MidWest*One* Bank, an Iowa banking corporation.

_____
Notary Public

EXHIBIT A
DEVELOPMENT PROPERTY

EXHIBIT B
DESIGN DRAWINGS

EXHIBIT C
PURCHASE AGREEMENT

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "*Authority*"), and MidWest*One* Bank, an Iowa banking corporation (the *"Developer"*), have entered into a Development Agreement executed by and between the Authority and the Developer dated _____ ____, 2016 (the *"Development Agreement"*) pursuant to which the Developer has agreed to construct the *"Minimum Improvements"* on the *"Development Property"* as such terms are defined in the Development Agreement; and

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

NOW, THEREFORE, this is to certify that construction of the Minimum Improvements specified to be done and made by the Developer have been completed and the above covenants and conditions in said Development Agreement of the Developer with respect to the construction of the Minimum Improvements have been performed by the Developer, 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 the filing of this instrument, to be a conclusive determination of the satisfaction of the obligations of the Developer with respect to the construction of the Minimum Improvements. Any remaining obligations under the Development Agreement shall be solely contractual obligations of the Developer, its successors and assigns under the Development Agreement, shall not run with nor be a lien against the Development Property.

IN WITNESS WHEREOF, the Authority has caused this Certificate of Completion to be executed with by its duly authorized officer as of the ____ day of_____ 20___.

SOUTH ST. PAUL
ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Its: President

By:_____
Its: Executive Director

STATE OF MINNESOTA)
) SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by Beth Baumann and Steven King, respectively the President and the Executive Director of the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota, on behalf of said Authority.

_____
Notary Public

EXHIBIT E
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this *"Memorandum"*) is entered into as of _____ _____, 2016, by and between the SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "*Authority*"), and MidWest*One* Bank, an Iowa banking corporation (the *"Developer"*) (Authority and Developer are hereinafter collectively referred to as the *"Parties"*).

RECITALS

A. The Parties have entered into a certain Development Agreement dated as of _____ ____, 2016 (the "Agreement"), whereby the Parties have agreed to various aspects of the redevelopment of certain real property more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements, tenements, easements, rights and appurtenances pertaining to such real property, lying and being in Dakota County, Minnesota (the "Property").

B. The Parties wish to give notice of the existence of the Agreement and its application to the Property.

AGREEMENT

NOW, THEREFORE, in considerations of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are incorporated by reference as if fully set forth herein.

2. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Agreement.

3. The Parties have entered into the Agreement to set forth the terms and provisions governing the development of the Property.

4. This Memorandum has been executed and delivered by the Parties for the purpose of recording and giving notice that a contractual relationship for the development of the Property has been created between the Parties in accordance with the terms, covenants, and conditions of the Agreement.

5. The terms and conditions of the Agreement are incorporated by reference into this Memorandum as if fully set forth herein.

6. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and Developer have caused this Memorandum to be duly executed in their names and on their behalf, all on or as of the date first above written.

SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By _____
President

By _____
Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Beth Baumann and Steven King, respectively the President and the Executive Director of the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota, on behalf of said Authority.

_____
Notary Public

MidWestOneNE Bank, an Iowa banking corporation

By: _____

Todd Hovland

Its: Branch President

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of Midest*One* Bank, an Iowa banking corporation.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(South St. Paul, MN)

Legal description to be confirmed by Commitment

EXHIBIT F
FORM OF RIGHT OF FIRST REFUSAL AGREEMENT

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (Agreement) is made this ___ day of _____, 2016, by and between the South St. Paul Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota ("SSP-EDA"), and MidWest*One* Bank, An Iowa banking corporation ("MidWest*One*") Subject to the terms and conditions of this Agreement, and in reliance upon the representations, recitals, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

WHEREAS, SSP-EDA is a public body corporate and politic under the laws of the State of Minnesota and the predecessor in title to that certain Property as described herein.

WHEREAS, MidWest*One*, as condition of acquiring the Property, agrees to develop the Property in accordance with the Development Agreement dated _____, _____, 2016 and grant the SSP-EDA a right of first refusal to the Property as set forth in this Right of First Refusal Agreement.

WHEREAS, MidWest*One*, as condition of acquiring the Property, agrees to irrevocably grant to SSP-EDA an exclusive right of first refusal to purchase the Property in accordance with the terms and conditions contained in this Right of First Refusal Agreement.

NOW, THEREFORE, IN LIGHT OF THE RECITALS MADE ABOVE AND FOR AND IN MUTUAL VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, MidWest*One* AND SSP-EDA DO HEREBY AGREE:

Section 1. Definitions.

1.1 Terms. The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

1.2 SSP-EDA. "SSP-EDA" shall mean the South St. Paul Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota.

1.3 MidWest*One*. "MidWest*One*" shall mean MidWest*One* Bank, an Iowa banking corporation.

1.4 Property. "Property" shall mean that certain real property located within the City of South St. Paul, Dakota County, Minnesota and legally described as:

Section 2. Right of First Refusal in Favor of SSP-EDA. MidWest*One* shall not sell, transfer, exchange, donate or otherwise dispose of the Property to anyone or any entity without first providing SSP-EDA a first right to purchase the Property.

If MidWest*One* desires to sell, transfer, exchange, donate or otherwise dispose of the Property to anyone or any entity, then MidWest*One* shall provide SSP-EDA with a written offer that comprises the following:

a) written notice to SSP-EDA of intent to sell;

b) a description of the Property that is being sold;
c) an outline of all the terms and conditions of the proposed sale;
d) the total proposed price for the sale.

SSP-EDA shall have thirty (30) calendar days from such offer to elect in writing to purchase the Property for the price and in the manner described in the offer. If SSP-EDA within the thirty (30) calendar day period elects to purchase the Property, then SSP-EDA shall provide written notice to MidWest*One* and SSP-EDA and MidwestOne shall enter into a definitive purchase agreement setting forth all of the terms and conditions of the sale.

If as a result of the process set forth above, SSP-EDA has not elected to purchase within the thirty (30) calendar day period, then MidWest*One* shall have the right to sell the Property to another party provided, however, the sale price to the other party must be equal to or greater than that offered to SSP-EDA and the other terms and conditions of sale must not be more favorable than those offered to SSP-EDA and the sale to the other party must occur within twelve (12) months after SSP-EDA has rejected the offer.

If the sale to the third party is proposed to occur more than twelve (12) months after SSP-EDA's rejection or if the proposed sale of the Property to the third party is at a price lower than that offered to SSP-EDA or on terms more favorable than those offered to SSP-EDA, then MidWest*One* must again follow the provisions of this Section 2 and give SSP-EDA the right of first refusal to purchase the Property.

The right of first refusal under this Section 2 shall only terminate if SSP-EDA fails to exercise its right of first refusal to purchase the Property and if the Property is then sold, transferred or exchanged to another person or entity, provided Section 2 does not otherwise require MidWest*One* to again offer the Property to SSP-EDA.

Section 3. Miscellaneous.

3.1. Notices. Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to MidWest*One* Bank:
MidWest*One* Bank
835 Southview Boulevard
South St. Paul, MN 55075
Attn: Todd Hovland

If to SSP-EDA:
South St. Paul Economic Development Authority
125 Third Avenue North
South St. Paul, Minnesota 55075
Attention: Executive Director

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

3.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.3 Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, and successors and assigns.

3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

3.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

3.6 Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

[the remainder of this page has been intentionally left blank]

[Signature page for Right of First Refusal Agreement]

SSP-EDA:

South St. Paul Economic Development Authority

By:_____
Name: Beth Baumann
Its: President

By:_____
Name: Steven King
Its: Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Beth Baumann and Steven King, the President and Executive Director, respectively, of the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota, on behalf of said Authority.

_____
Notary Public

[Signature page for Right of First Refusal Agreement]

MidWest*One*:

MidWest*One* Bank,an Iowa banking corporation

By:_____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____of MidWest*One* Bank, an Iowa banking corporation.

_____
Notary Public

This instrument was drafted by:
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EDA Agenda Report
Date: September 12, 2016
EDA Executive Director: SPK

5-B

Agenda Item: **Approval to Sell 930 – 6th Avenue South to Catherine Kleve**

Action to be considered:

Motion to adopt EDA Resolution No. 2016-09 approving the land sale and development agreement with Catherine Kleve.

Overview:

The buyer of the property is proposing a 1,658 square foot two-story home at 930 – 6th Avenue South. The home features 3 bedrooms, 2½ baths with a detached 2-car garage.

The City Planner approved the plans contingent upon meeting the following criteria:

- Design needs handrail & spindles around porch or will need to comply with the 1/3 front face with brick or stone
- Shutters or decorative wide window wrap on front face of structure
- Wood elements on the front porch need to be stained, sealed, painted or wrapped
- Standards call for masonry front entry steps/stairs though with a full front porch the Board may want to considering allowing wood/composite to allow one consistent material

Source of Funds: N/A

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. EDA 2016-09

RESOLUTION APPROVING QUALIFICATIONS, FINANCIAL RESPONSIBILITY OF REDEVELOPER AND AUTHORIZING SALE OF LAND TO THE REDEVELOPER

WHEREAS, the South St. Paul Economic Development Authority (hereinafter called "EDA"), in connection with its Rediscover South St. Paul Program ("Project"), is proposing to enter into Development Agreement with Catherine Kleve ("Redeveloper") for the sale of real property located within the Project and legally described as:

Lot Twenty-Three (23), Block Three (3), M.D. Miller's Spring Park Addition to
South St. Paul, Dakota County, Minnesota ("Property")

WHEREAS, the EDA on August 28, 2016, published in the South-West Review, a local newspaper of general circulation notice of availability of a public hearing to be held on September 12, 2016;

NOW, THEREFORE, BE IT RESOLVED by the South St. Paul Economic Development Authority:

1. That it is hereby found and determined that Redeveloper possesses the qualifications and the financial responsibility to acquire and develop the Property within the Project in accordance with local plans for the area.

2. The fee title interest of the Property is currently owned by the Housing and Redevelopment Authority in and for the City of South St. Paul ("HRA"). As part of this transaction, the HRA will grant and convey the Property to the EDA, which in turn will grant and convey the Property to the Redeveloper at closing.

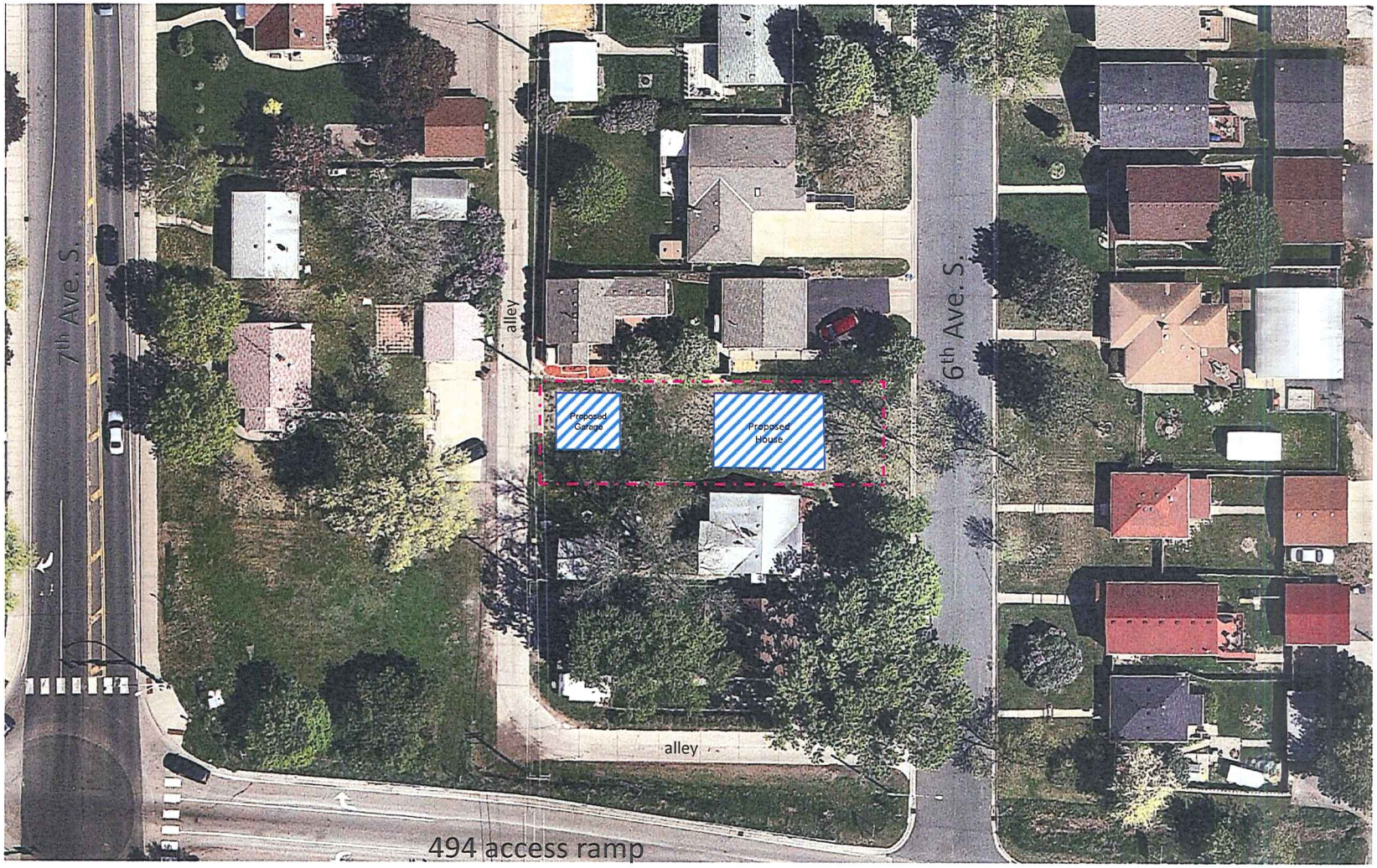
3. The purchase price and all other terms and conditions of the Development Agreement are hereby approved and the required officers of the EDA are authorized to accept the conveyance of the Property from the HRA and to execute the necessary documents to transfer the Property to the Redeveloper at closing.

Adopted this 12th day of September, 2016

_____
Beth A. Baumann, President

_____
Stephen P. King, Executive Director

930 6th Ave S

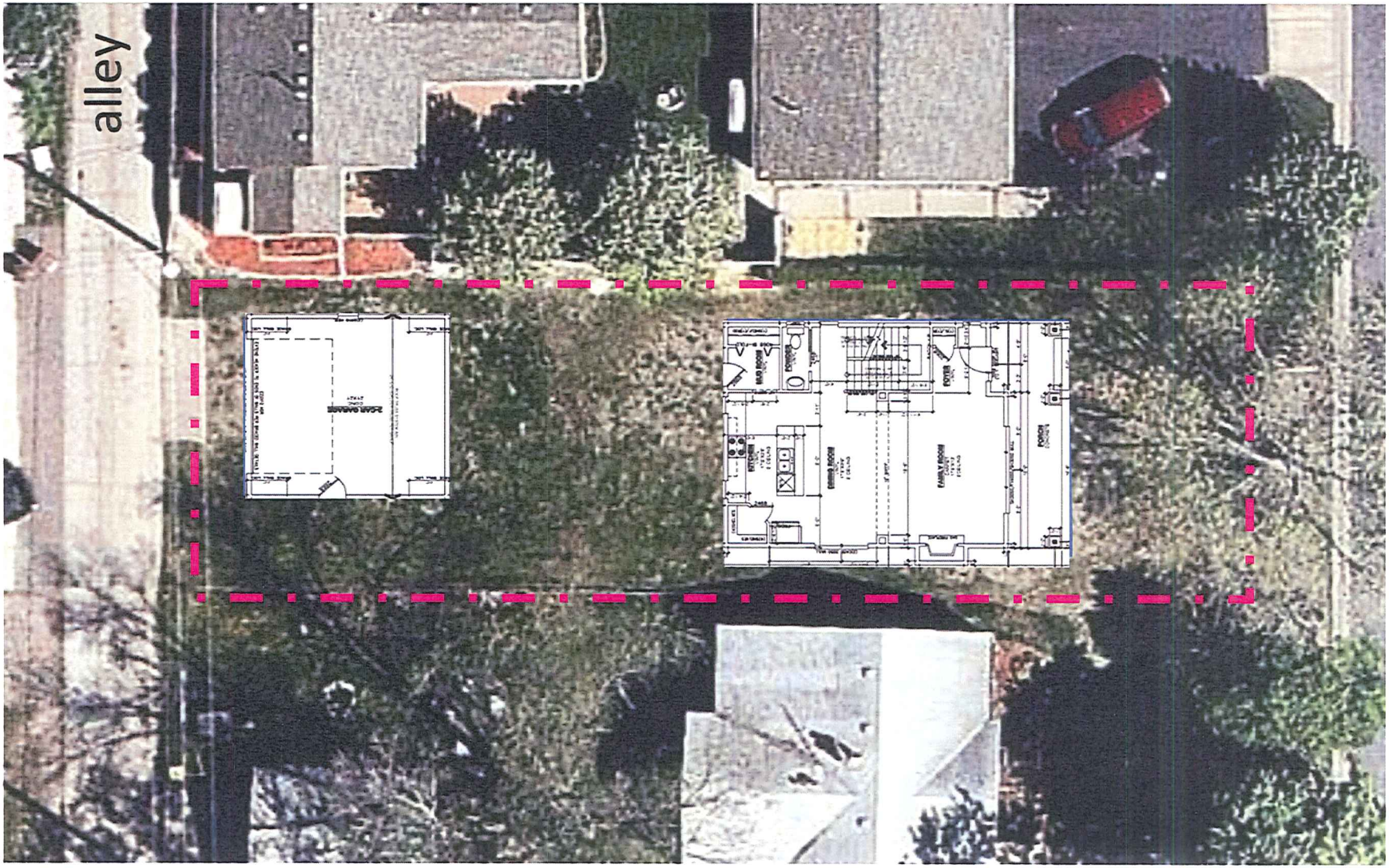


N

930 6th Ave S

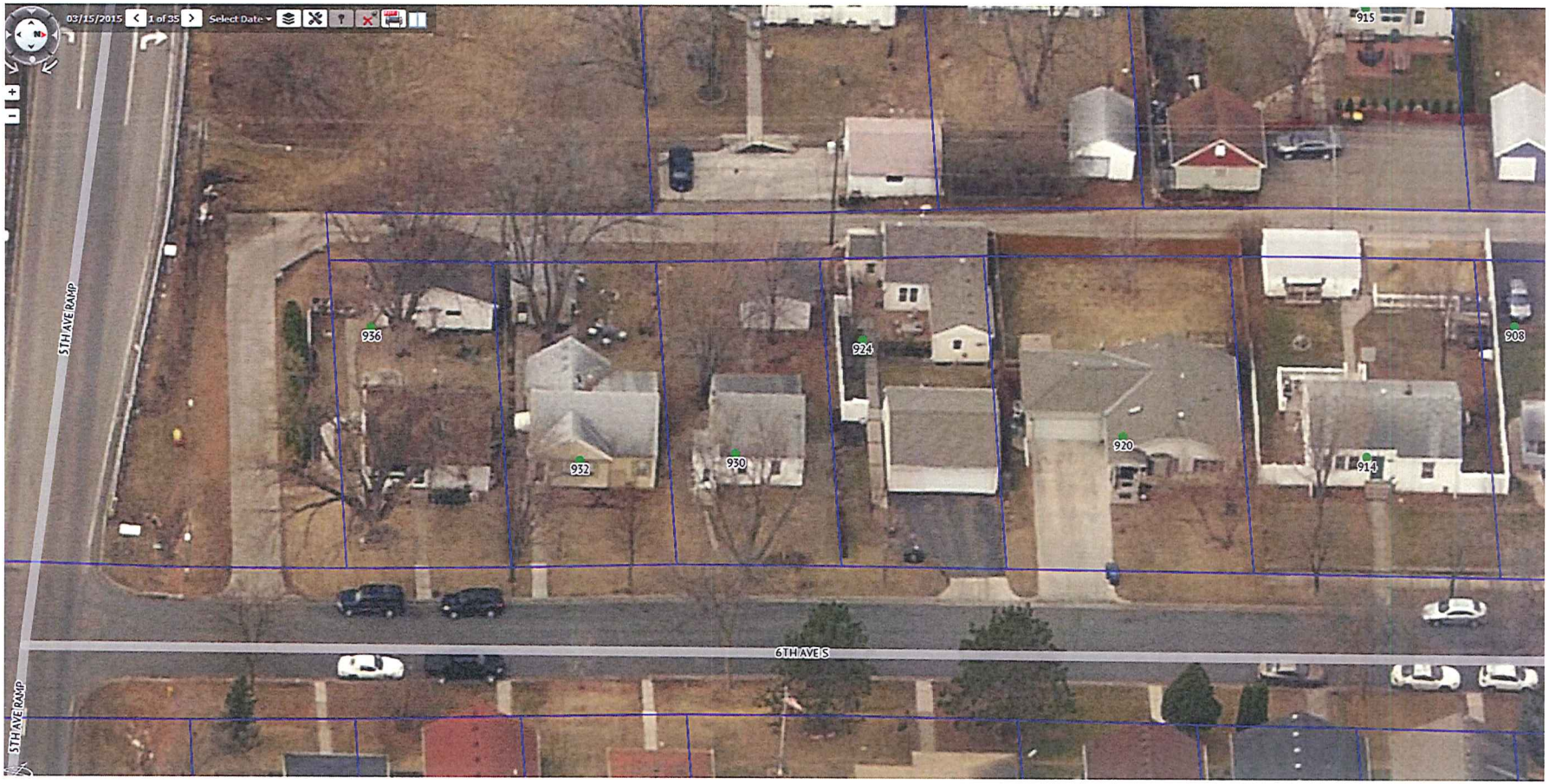
N

930 6th Ave S

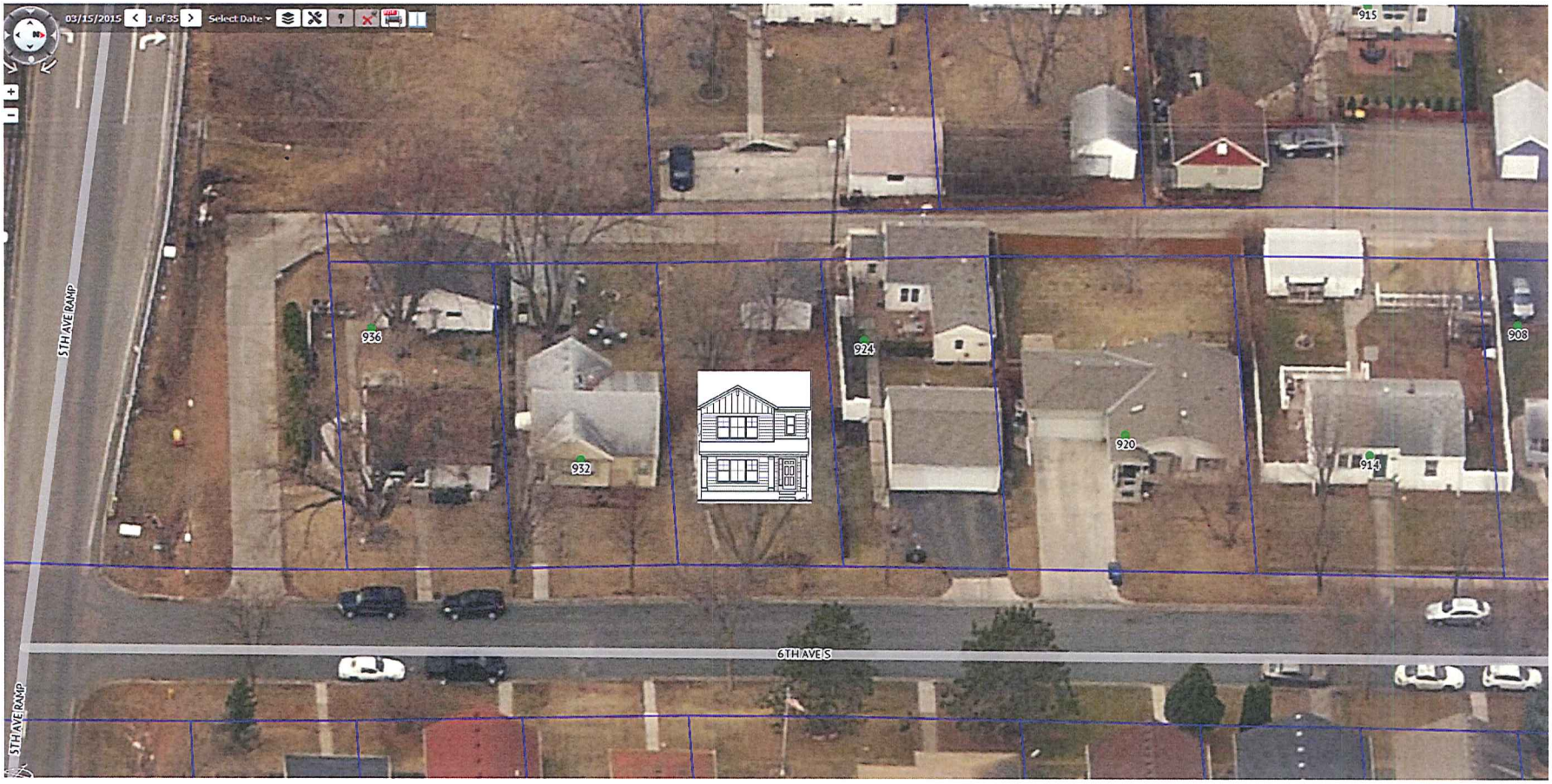


N

930 6th Ave. S.


03/15/2015
1 of 35
Select Date
5TH AVE RAMP
936
932
930
924
920
914
915
908
6TH AVE S
5TH AVE RAMP

930 6th Ave. S.


03/15/2015
1 of 35
Select Date
5TH AVE RAMP
936
932
924
920
914
915
908
6TH AVE S
5TH AVE RAMP

City of South St. Paul

Housing Division

MEMORANDUM

TO: Peter Hellegers, City Planner

FROM: Branna K. Lindell

RE: Plan Review
Address: 930 - 6TH AVENUE S.

DATE: 8/15/2016

Please review the attached house plan for conformance with:

X Rediscover SSP Program criteria

____ Other

Planner's comments:

- Great curb appeal! - 2-story traditional design w/ front porch
- Rediscover items to address:
  - Design needs handrail & spindles around porch or they will need to comply with the 1/3 front face with brick or stone.
  - Shutters or decorative wide window wrap on front/face of the building
  - Wood elements on the front porch need to be stained, sealed, painted or wrapped
  - Standards call for masonry front entry steps/stairs though with a full front porch the Board may want to consider allowing wood/composite to allow one consistent material.

Signed: Peter Hellegers Date: 8/24/16

* Still needs site plan

125 Third Avenue North | South St. Paul, MN 55075
Phone (651)554-3270 | Fax (651)554-3271
www.southstpaul.org

930 6TH AVENUE S.HOME

PLAN INFORMATION:

1. FRAMING NOTES:
-ALL EXTERIOR WALLS TO BE 16" O.C. WITH A DOUBLE TOP PLATE UNLESS OTHERWISE NOTED.
-WALL FRAMING SHALL BE S.P.F. STUD GRADE OR BETTER UNLESS NOTED OTHERWISE (U.N.O.)
-ALL HEADERS SHALL BE PER PLAN
-ALL EXTERIOR HEADERS SHALL HAVE (2)
-(2)2X6 BEARING STUDS & (2) 2X6 FULL HEIGHT KING STUD ON EACH SIDE U.N.O.
-ALL INTERNAL HEADERS & BEAMS SHALL HAVE (2)2X6 OR (2)2X4 BEARING STUD ON EACH SIDE.
-EXTERIOR SHEATHING SHALL BE 7/16" MATERIAL CONSISTING OF ORIENTED STRAND BOARD (OSB).-ALL FLOOR AND CEILING SYSTEMS TO BE CHECKED AND DESIGNED BY THE DESIGNATED MANUFACTURER. FLOOR PLANS TO BE ON SITE.
-HEADER SIZES ARE TO BE USED PER PLAN AND DEVIATION FROM ANY SIZE MUST BE APPROVED BY DESIGNERS.
-PRESSURE TREADED WOOD IS TO BE USED WHERE WOOD IS IN CONTACT WITH CONCRETE AND AT 2X6 MUD SILL. TREATED MEMBERS TO BE S.Y.P.#2 OR BETTER.
-FOR OPENINGS IN EXTERIOR WALLS (OR WALLS W/ LATERAL LOADING:
a. 0'-0" - 4'-0" = 1 JACK STUD
b. 4'-0" - 8'-0" = 2 JACK STUDS
c. 8'-0" - 12'-0" = 3 JACK STUDS
d. GREATER THAN 12'= CONSULT ENG.
-POSTS CALLED OUT ARE NUMBER OF KING STUDS REQUIRED PER SIDE OF OPENING.

2. CONCRETE NOTES:
-ALL CONCRETE FOOTINGS AND FOUNDATION SYSTEMS ARE DESIGNED FOR A 2000 P.SF. SOIL. - PER SOIL REPORT
-FOUNDATION WALLS SHALL BE FULL HEIGHT AT UNBALANCED FILL GREATER THAN 3'4".
-1/2" ANCHOR BOLTS EMBEDDED 7" MINIMUM @ 6' O.C. MAX. 12" MIN, FROM EACH END. MINIMUM OF 2 BOLTS IN EACH SILL PLATE.
-PAD FOOTING REINFORECMENT IS TO BE LOCATED 3" FROM BOTTOM OF FOOTING TYP. (WHEN REQUIRED)
-CONTRACTOR IS RESPONSIBLE FOR ALL STEEL RE-BAR SIZING PER STATE AND LOCAL BUILDING CODES.
-MIN. 5000 PSI CONCRETE @ ALL FOOTINGS

3. INSULATION:
-ALL EXTERIOR WALLS TO HAVE A MINIMUM RATING OF R-20.
-ALL ATTIC SPACES ARE TO HAVE A MINIMUM RATING OF R-49.
-ALL FLOOR SPACES OVER UNCONDITIONED SPACE OR CANTILEVERED ARE TO BE INSULATED PER CODE.

4. SHEETROCK:
-ALL CEILINGS ARE TO HAVE 5/8" NON-SAG GYPSUM BOARD UNLESS OTHERWISE NOTED.
-ALL WALLS ARE TO HAVE $\frac{1}{2}$" GYPSUM BOARD UNLESS OTHERWISE NOTED.
-GARAGE CEILING AND WALLS THAT ADJOIN HOUSE WALLS ARE TO BE $\frac{5}{8}$" GYPSUM BOARD PER CODE.

5. DOORS & WINDOWS:
-ALL WINDOWS AND DOORS TO BE DOUBLE GLASS PANELS WITH LOW-E RATINGS.
-ANY WINDOW WITHIN 24" OF A DOOR SWING MUST BE TEMPERED PER CODE.
-ANY WINDOW ABOVE A TUB MUST BE TEMPERED PER CODE.
-ANY WINDOW WITHIN A STAIRWAY MUST BE TEMPERED PER CODE.
-WINDOW GLAZING MUST BE AT LEAST 18" A.F.F. WHEN WINDOW IS ABOVE 6' FROM GRADE.
-ALL BEDROOMS TO HAVE AT LEAST ONE WINDOW THAT HAS A CLEAR EGRESS OPENING OF 5.7 SQ. FT. WITH MIN. DIMENSIONS OF 24" IN HEIGHT AND 20" IN WIDTH, SILL HEIGHT NOT TO BE GREATER THAN 44" A.F.F.
-WINDOWS WITH SILLS WITHIN 3' OF THE FLOOR THEY SERVE AND ARE 72" ABOVE GRADE MUST EITHER HAVE A FALL PREVENTION OR OPENING LIMITER DEVICE PER CODE.

6. MECHANICAL & ELECTRICAL:
-ALL ELECTRICAL AND MECHANICAL EQUIPMENT TO BE VERIFIED AND INSTALLED PER CODE BY APPROVED TRADES AND INSTALLERS.

CODE INFORMATION:
SINGLE FAMILY CONSTRUCTION TYPE IRC-1
-2015 MINNESOTA STATE RESIDENTIAL CODE
-2014 NATIONAL ELECTRICAL CODE
-2015 MINNESOTA STATE MECHANICAL&FUEL GAS CODE
-2007 MINNESOTA STATE FIRE CODE
-2015 MINNESOTA PLUMBING CODE

SOIL TYPE:
DESIGNED WITH 2000 PSI SOILS, ALL FOUNDATION CONSTRUCTION MUST FACTOR IN THIS AT A MINIMUM.

WIND EXPOSURE:
DESIGNED WITH "EXPOSURE B" CLASSIFICATIONS AND WIND
GUSTS OF 90 MPH PER 2015 MN RESIDENTIAL CODE REGULATIONS.

GENERAL NOTES:
-ALL FOUNDATION WALL STRUCTURAL INFORMATION USED TO CONSTRUCT THE FOUNDATION SYSTEM IS TO BE ON SITE WHEN POURING OR BUILDING WALLS.
-ALL STRUCTURAL BEAMS, POSTS & TALL WALLS ARE TO BE BUILT PER I-LEVEL SPECIFICATIONS.
-ALL MANUFACTURED FLOOR & ROOF TRUSSES ARE TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
-ALL MANUFACTURED FLOOR & ROOF TRUSS SPECIFICATIONS ARE TO BE ON SITE DURING INSTALLATION.
-WINDOW SIZE NOTES (EXAMPLES):
-SH3050 EQUALS SINGLE HUNG 3'0" BY 5'0"
-FX2646 EQUALS FIXED 2'6" BY 4'6"

SHEET INDEX:

C	COVER
A1	FRONT ELEVATION/ROOF PLAN
A2	SIDE AND REAR ELEVATIONS
A3	FOUNDATION PLANS
A4	FIRST FLOOR PLANS
A5	SECOND FLOOR PLANS
A6	GARAGE PLAN
D1	SECTION THROUGH HOME
D2	SECTION THROUGH STAIRS
D3	DETAILS
E1	ELECTRICAL
R1	RADON DETAILS
S1	BRACED WALL DETAILS
S2	BRACED WALL DETAILS

LITTFIN | DESIGN
WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.
© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED/
REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGNER/OWNER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED FOR LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

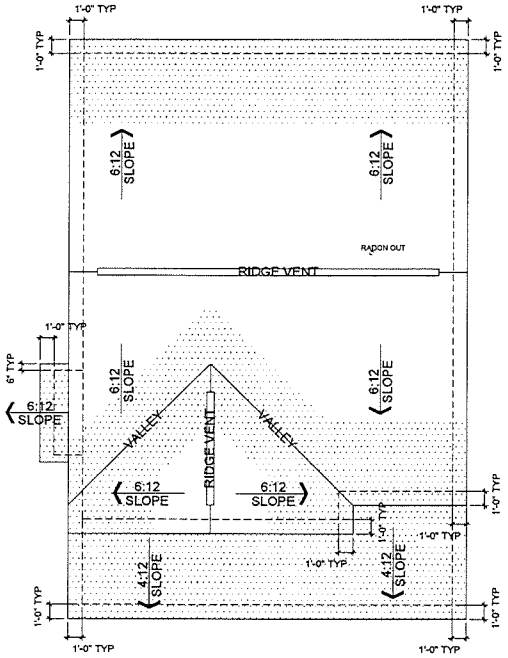
INITIAL DRAW DATE: 8-11-16
DRAWN BY: LD
CURRENT RELEASE: 8-11-16

REVISION	DATE

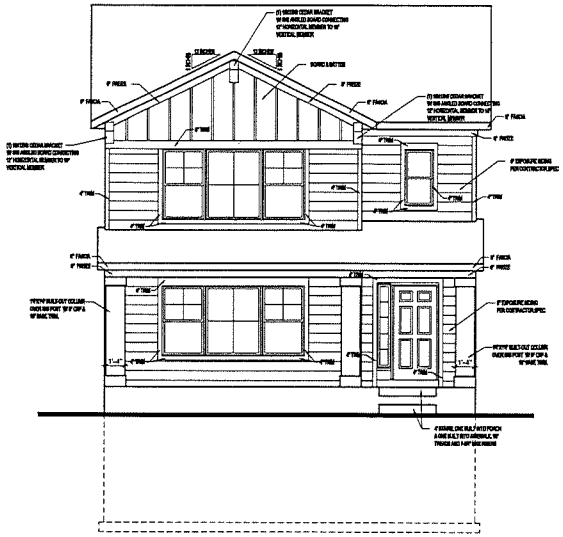
C
COVER SHEET

GENERAL EXTERIOR NOTES:

1. ALL EXT. TRIM TO BE FLASHED PER CODE.
2. SUPPLY DRIPCAPS ON ALL WINDOWS AND DOORS.
3. SUPPLY SEPARATION BETWEEN WOOD, COMPOSITE WOOD AND ANY OTHER WOOD MATERIAL PER SPECIFICATIONS.
4. SUPPLY AT LEAST 6" OF SPACE BETWEEN BOTTOMS OF WINDOWS AND ROOFS.
5. GRADE CONDITIONS MAY VARY ON SITE.
6. PROVIDE ROOF AND SOFFIT VENTS PER IRC CODE REGULATIONS.
7. ALL FURNACE FLUES, PLUMBING VENTS, FIREPLACE VENTS AND OTHER PENETRATIONS THROUGH ROOF OR WALLS TO EXTEND THROUGH REAR OF HOME WHENEVER POSSIBLE.
8. ALL PENETRATIONS THROUGH EXTERIOR WALLS OR ROOFING MUST BE SEALED AND FLASHED PER MANUF. SPECIFICATIONS AND IRC CODE REGULATIONS.
9. DOTTED AREA ON ROOF PLAN INDICATES LOCATION OF ICE/WATER BARRIER.
10. HOLD STONE OFF GRADE MINIMUM OF 3".
11. REFER TO MANUF. SPECIFICATIONS FOR STONE.
12. GARAGE BUCK BOARD MATERIAL IS TO BE COMPOSITE WOOD AND SIZED TO COVER THE EDGE OF STONE.
14. ALL BEAMS HOLDING UP PORCH ROOFS ARE TO BE DROPPED UNLESS OTHERWISE NOTED.



2 ROOF PLAN
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"

LITTFIN | DESIGN

WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-223-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED/ REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS, CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE: 8-11-16
DRAWN BY: LD
CURRENT RELEASE: 8-11-16

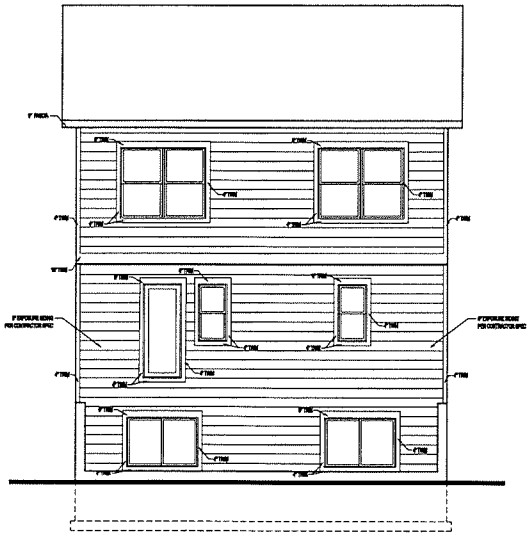
REVISION	DATE

A1

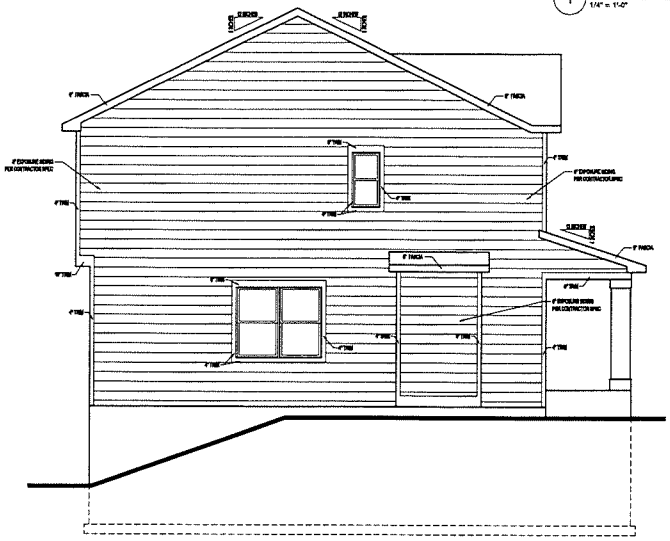
FRONT/ROOF

GENERAL EXTERIOR NOTES:

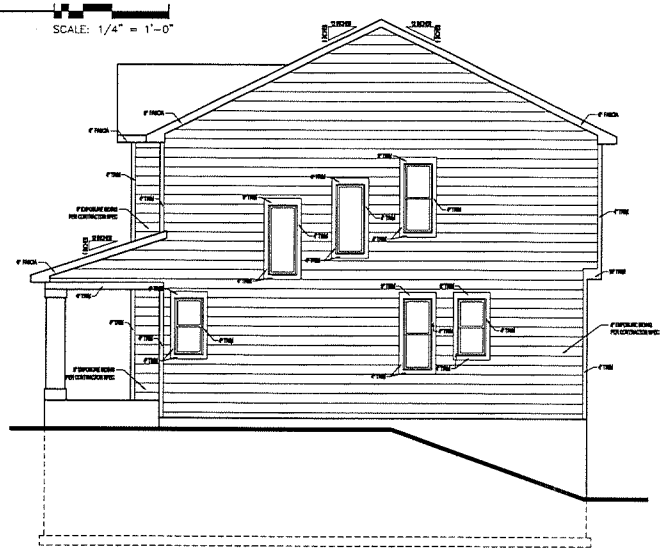
1. ALL EXT. TRIM TO BE FLASHED PER CODE.
2. SUPPLY DRIPCAPS ON ALL WINDOWS AND DOORS.
3. SUPPLY SEPARATION BETWEEN WOOD, COMPOSITE WOOD AND ANY OTHER WOOD MATERIAL PER SPECIFICATIONS.
4. SUPPLY AT LEAST 6" OF SPACE BETWEEN BOTTOMS OF WINDOWS AND ROOFS.
5. GRADE CONDITIONS MAY VARY ON SITE.
6. PROVIDE ROOF AND SOFFIT VENTS PER IRC CODE REGULATIONS.
7. ALL FURNACE FLUES, PLUMBING VENTS, FIREPLACE VENTS AND OTHER PENETRATIONS THROUGH ROOF OR WALLS TO EXTEND THROUGH REAR OF HOME WHENEVER POSSIBLE.
8. ALL PENETRATIONS THROUGH EXTERIOR WALLS OR ROOFING MUST BE SEALED AND FLASHED PER MANUF. SPECIFICATIONS AND IRC CODE REGULATIONS.
9. DOTTED AREA ON ROOF PLAN INDICATES LOCATION OF ICE/WATER BARRIER.
10. HOLD STONE OFF GRADE MINIMUM OF 3".
11. REFER TO MANUF. SPECIFICATIONS FOR STONE.
12. GARAGE BUCK BOARD MATERIAL IS TO BE COMPOSITE WOOD AND SIZED TO COVER THE EDGE OF STONE.
14. ALL BEAMS HOLDING UP PORCH ROOFS ARE TO BE DROPPED UNLESS OTHERWISE NOTED.



1 REAR ELEVATION
1/4" = 1'-0"
0 2' 4' 8'
SCALE: 1/4" = 1'-0"



3 LEFT ELEVATION
1/4" = 1'-0"
0 2' 4' 8'
SCALE: 1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"
0 2' 4' 8'
SCALE: 1/4" = 1'-0"

LITTFIN | DESIGN

WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED/ REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE: 8-11-16
DRAWN BY: LD
CURRENT RELEASE: 8-11-16

REVISION	DATE

A2

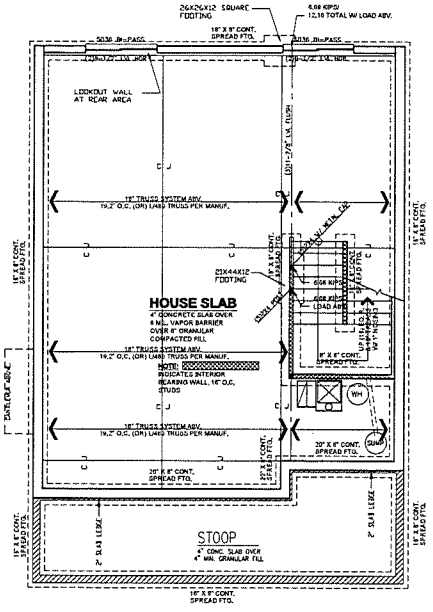
REAR/SIDES

GENERAL FOUNDATION NOTES:

1. FOUNDATIONS TO BE POURED PER SITE SOIL CONDITION.
2. ALL REINFORCING IS TO BE INSTALLED PER IRC REGULATED STRUCTURAL DESIGN BY CONCRETE TRADES.
3. PROVIDE $\frac{1}{2}$" ANCHOR BOLTS EMBEDDED 8" MIN., SPACED PER CODE AND 12" MAX FROM EACH END OF SILLPLATE, MIN 2 PER SILL.
4. PROVIDE CONTROL JOINTS PER PLAN, JOIST TO CONSIST OF HIDDEN ZIP STRIP EMBEDDED INTO THE SLABS.
5. ALL ANGLED WALLS ARE TO BE 45 DEGREES UNLESS NOTED OTHERWISE.
6. SLOPE CONCRETE TO FLOOR DRAINS WITHIN 5' OF DRAINS.
7. ALL WOOD MATERIAL CONTACTING DIRECTLY TO CONCRETE MUST BE TREATED OR DESIGNED TO CONTACT CONCRETE.
8. STEP FOOTINGS PER PLAN SPECIFICATIONS.
9. PROVIDE DRAINTILE AROUND PERIMETER AS SHOWN. LATERAL SOIL PRESSURE ASSUMED TO BE 30 PSF/FT.

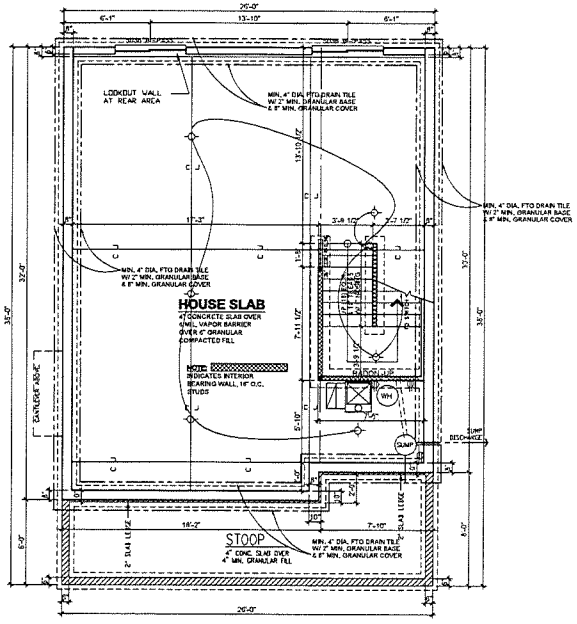
STRUCTURAL NOTES:

1. ALL HEADERS TO BE SUPPORTED BY A MINIMUM OF (2) TRIMMERS. (UNLESS NOTED OTHERWISE)
2. ALL HEADERS TO HAVE AT LEAST (2) KING STUDS (UNLESS NOTED).
3. ALL STUD CALLOUTS @ SIDES OF WINDOWS/DOORS ARE TRIMMERS, MINIMUM (2) KING STUDS @ SAID LOCATIONS.
4. BLOCKING @ ROOF & FLOOR PLAN PER TRUSS MANUFACTURER.
5. POINT LOADS TO BE CARRIED THROUGH FLOOR AREAS AND DOWN TO FOUNDATION FOR SUPPORT.
6. ALL HANGERS & CONNECTORS PER TRUSS MANUFACTURER, SUPPLIERS & CONTRACTOR.
7. ALL EXTERIOR SHEATHING TO BE $\frac{7}{16}$" (OR $\frac{15}{32}$") OSB SHEATHING & NAILED PER CODE.
8. ROOF DECKING TO BE $\frac{7}{16}$" (OR $\frac{15}{32}$") OSB DECKING W/ CLIPS, NAILED PER CODE TO ROOF FRAMING.
9. FLOOR DECKING TO BE $\frac{7}{8}$" PLYWOOD DECKING, NAILED OR SCREWED TO FLOOR SYSTEM PER CODE W/ ADHESIVE PER SPEC.



2 FOUNDATION STRUCTURAL PLAN
1/4" = 1'-0"

SCALE: 1/4" = 1'-0"



1 FOUNDATION PLAN
1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

LITTFIN | DESIGN

WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION, DIMENSIONS TO BE VERIFIED/
*REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS/ CONSTRUCTION DEFECTS AND OR EXISTING SCALES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE: 8-11-16
DRAWN BY: LD
CURRENT RELEASE: 8-11-16

REVISION	DATE

A3

FOUNDATION

GENERAL FRAMING NOTES:

1. ALL NON-BEARING FRAMING IS TO BE 24" O.C. UNLESS OTHERWISE NOTED.
2. ALL WALLS TO HAVE A DOUBLE TOP PLATE UNLESS OTHERWISE NOTED.
3. ALL EXTERIOR WALLS ARE TO BE 2X6 WOOD STUDS WITH 7/16" OSB SHEATHING, UNLESS NOTED OTHERWISE.
4. ALL INTERIOR WALLS ARE TOB E 2X4 WOOD STUDS UNLESS NOTED OTHERWISE.
5. ALL COLUMN SIZES ARE TO BE CONTINUED THROUGH FLOOR TRUSS SPACES WHEN SPANNING MORE THAN 1 FLOOR.
6. ALL WOOD MATERIALS ARE TO BE PROTECTED PER CODE & MANUF. SPECIFICATIONS WHILE BEING STORED ON SITE.

BRACED WALL NOTES:

1. ALL WALLS DESIGNED PER METHOD CS-WSP OF THE 2015 MN CODE.
2. ALL EXTERIOR WALLS ARE TO BE CONTINOUSLY SHEATHED WITH A MINIMUM 3/8" THICK WOOD PANEL.
3. CONNECTION OF WOOD PANEL TO STUDS SHALL BE MIN. 6d COMMON NAILS, 6" O.C. AT EDGES & 12" O.C. AT FIELD OF WOOD PANEL.
4. STRUCTURAL PANELS (BRACED WALLS) SHALL BE LOCATED AT EACH END & AT LEAST EVERY 25' BETWEEN PANELS.
5. EXTERIOR BRACED WALL LINES SHALL HAVE A BRACED WALL PANEL AT EACH END OF THE BRACED WALL LINE, EXCEPT FOR:

   -BRACED WALL PANELS ARE PERMITTED TO BEGIN NO MORE THAN 18' FROM EACH END OF THE BRACED WALL LINE PROVIDED THAT A 24" PANEL MATCHING TABLE R602.10.7 IS APPLIED.

   -THE END OF EACH BRACED WALL PANEL CLOSEST TO THE CORNER SHALL HAVE A TIE-DOWN DEVICE FASTENED TO THE STUD AT THE EDGE OF THE BRACED WALL PANEL CLOSEST TO THE CORNER AND TO THE FOUNDATION OR FRAMING BELOW. THE TIE-DOWN DEVICE SHALL BE CAPABLE OF PROVIDING AN UPLIFT ALLOWABLE DESIGN VALUE OF AT LEAST 1800 LBS. THE TIE-DOWN DEVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. INTERIOR BRACED WALL LINES SHALL BE DESIGNED/BUILT PER INTERMITTENT METHOD "GB". (**APPLICABLE ONLY WHEN SHOWN**)

   -MINIMUM 1/2" GYPSUM BOARD APPLIED TO EACH SIDE OF 2X4 (OR) 2X6 STUD WALL @ 16" O.C. SPACING OF STUDS W/ DOUBLE TOP PLATE AND SINGLE BTM.

   -ATTACH GYPSUM TO STUDS W/ 1-1/4" SCREWS (TYPE W OR S), 7" O.C. AT EDGE & 7" O.C. AT FIELD.

   -ALL GYPSUM BOARD JOINTS TO BE SOLID BLOCKED W/ 2X MATERIAL

BRACED WALL PANEL UPLIFT LOAD PATH:

1. BRACED WALL PANELS LOCATED AT EXTERIOR WALLS THAT SUPPORT ROOF RAFTERS OR TRUSSES (INCLUDING STORIES BELOW TOP STORY) SHALL HAVE THE FRAMING MEMBERS CONNECTED IN ACCORDANCE WITH:

   -WHERE THE NET UPLIFT VALUE AT THE TOP OF A WALL EXCEEDS 100 PLF, INSTALLING APPROVED UPLIFT FRAMING CONNECTORS TO PROVIDE A CONTINOUS LOAD PATH FROM THE TOP OF THE WALL TO THE FOUNDATION OR TO A POINT WHERE THE UPLIFT FORCE IS 100 PLF OR LESS. THE NET UPLIFT VALUE SHALL BE AS DETERMINED BY ONE OF THE FOLLOWING:

   1.1 THE BASIC WIND SPEED DOES NOT EXCEED 90 MPH, THE WIND EXPOSURE CATEGORY IS B, THE ROOF PITCH IS 5:12 OR GREATER, AND THE ROOF SPAN IS 32' OR LESS

   (OR)

   1.2 THE NET UPLIFT VALUE AT THE TOP OF A WALL DOES NOT EXCEED 100 PLF. THE NET UPLIFT VALUE SHALL BE DETERMINED IN ACCORDANCE WITH SECTION R602.11 AND SHALL BE PERMITTED TO BE REDUCED BY 60 PLF FOR EACH FULL WALL ABOVE.

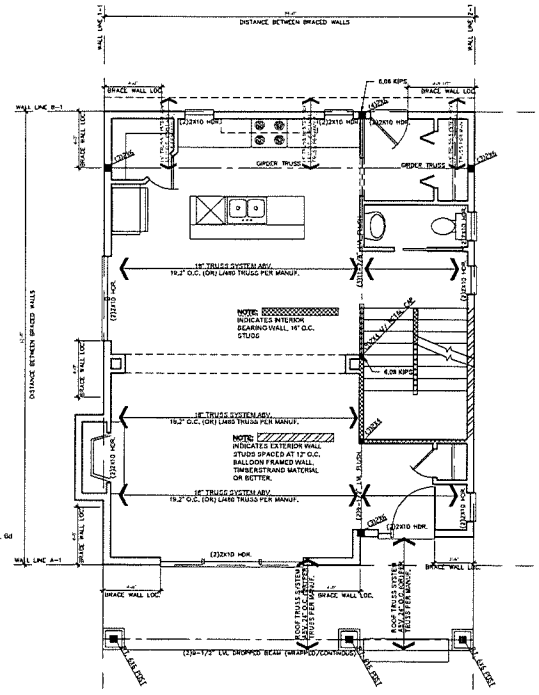
2. WHERE THE UPLIFT FORCE DOES NOT EXCEED 200 POUNDS, RAFERS AND TRUSSES SPACED NOT MORE THAN 24 INCHES ON CENTER SHALL BE PERMITTED TO BE ATTACHED TO THEIR SUPPORTING WALL ASSEMBLIES IN ACCORDANCE WITH TABLE R602.3(1)

   -RAFTER OR ROOF TRUSS TO PLATE, TOE NAIL

   -MINIMUM (3) 16d BOX NAILS OR (3) 10d COMMON NAILS. (2) TOE NAILS ON ON EBIDE AND (1) TOE NAIL ON OPPOSITE SIDE OF EACH RAFTER OR TRUSS. (MANUF. METAL CONNECTOR MAY BE SUBSTITUDED. VERIFY W/ MANUF. DETAILS).

   -WALL PANEL TO STUDS

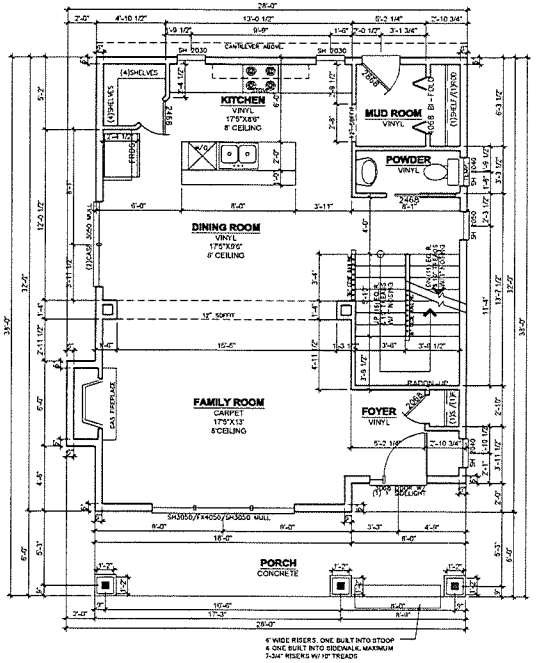
   -CONNECTION OF WOOD PANEL TO STUDS SHALL BE MIN. 6d COMMON NAILS, 6" O.C. AT EDGES & 12" O.C. AT FIELD OF WOOD PANEL.



2 FIRST FLOOR STRUCTURAL PLAN
1/4" = 1'-0"
816 SQ. FT.
SCALE: 1/4" = 1'-0"

STRUCTURAL NOTES:

1. ALL HEADERS TO BE SUPPORTED BY A MINIMUM OF (2) TRIMMERS. (UNLESS NOTED OTHERWISE)
2. ALL HEADERS TO HAVE AT LEAST (2) KING STUDS (UNLESS NOTED).
3. ALL STUD CALLOUTS @ SIDES OF WINDOWS/DOORS ARE TRIMMERS, MINIMUM (2) KING STUDS @ SAID LOCATIONS.
4. BLOCKING @ ROOF & FLOOR PLAN PER TRUSS MANUFACTURER.
5. POINT LOADS TO BE CARRIED THROUGH FLOOR AREAS AND DOWN TO FOUNDATION FOR SUPPORT.
6. ALL HANGERS & CONNECTORS PER TRUSS MANUFACTURER, SUPPLIERS & CONTRACTOR.
7. ALL EXTERIOR SHEATHING TO BE $\frac{7}{16}$" (OR $\frac{1}{2}$") OSB SHEATHING & NAILED PER CODE.
8. ROOF DECKING TO BE $\frac{7}{16}$" (OR $\frac{1}{2}$") OSB DECKING W/ CLIPS, NAILED PER CODE TO ROOF FRAMING.
9. FLOOR DECKING TO BE $\frac{7}{8}$" PLYWOOD DECKING, NAILED OR SCREWED TO FLOOR SYSTEM PER CODE W/ ADHESIVE PER SPEC.



1 FIRST FLOOR PLAN
1/4" = 1'-0"
816 SQ. FT.
SCALE: 1/4" = 1'-0"

LITTFIN | DESIGN
WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 218-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED/ REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS, CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE:	8-11-16
DRAWN BY:	LD
CURRENT RELEASE:	8-11-16
REVISION	DATE

A4

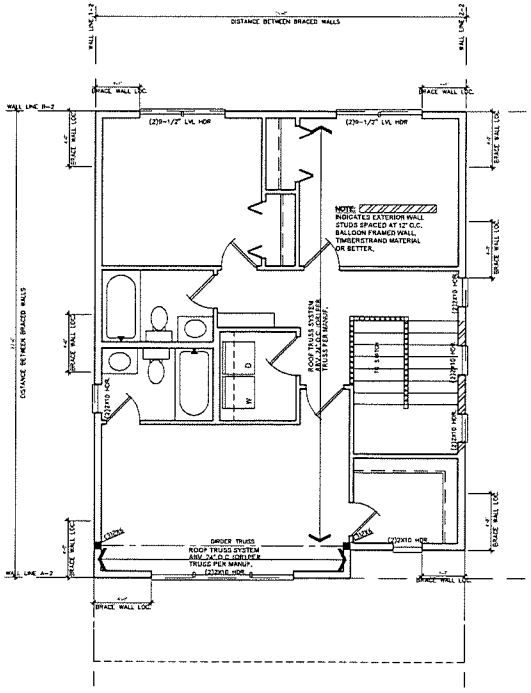
FLOOR PLANS

GENERAL FRAMING NOTES:

1. ALL NON-BEARING FRAMING IS TO BE 24" O.C. UNLESS OTHERWISE NOTED.
2. ALL WALLS TO HAVE A DOUBLE TOP PLATE UNLESS OTHERWISE NOTED.
3. ALL EXTERIOR WALLS ARE TO BE 2X6 WOOD STUDS WITH 7/16" OSB SHEATHING, UNLESS NOTED OTHERWISE.
4. ALL INTERIOR WALLS ARE TOB E 2X4 WOOD STUDS UNLESS NOTED OTHERWISE.
5. ALL COLUMN SIZES ARE TO BE CONTINUED THROUGH FLOOR TRUSS SPACES WHEN SPANNING MORE THAN 1 FLOOR.
6. ALL WOOD MATERIALS ARE TO BE PROTECTED PER CODE & MANUF. SPECIFICATIONS WHILE BEING STORED ON SITE.

STRUCTURAL NOTES:

1. ALL HEADERS TO BE SUPPORTED BY A MINIMUM OF (2) TRIMMERS, (UNLESS NOTED OTHERWISE)
2. ALL HEADERS TO HAVE AT LEAST (2) KING STUDS (UNLESS NOTED).
3. ALL STUD CALLOUTS @ SIDES OF WINDOWS/DOORS ARE TRIMMERS, MINIMUM (2) KING STUDS @ SAID LOCATIONS.
4. BLOCKING @ ROOF & FLOOR PLAN PER TRUSS MANUFACTURER.
5. POINT LOADS TO BE CARRIED THROUGH FLOOR AREAS AND DOWN TO FOUNDATION FOR SUPPORT.
6. ALL HANGERS & CONNECTORS PER TRUSS MANUFACTURER, SUPPLIERS & CONTRACTOR.
7. ALL EXTERIOR SHEATHING TO BE $\frac{1}{2}$" (OR $\frac{7}{16}$") OSB SHEATHING & NAILED PER CODE.
8. ROOF DECKING TO BE $\frac{1}{2}$" (OR $\frac{7}{16}$") OSB DECKING W/ CLIPS, NAILED PER CODE TO ROOF FRAMING.
9. FLOOR DECKING TO BE $\frac{1}{2}$" PLYWOOD DECKING, NAILED OR SCREWED TO FLOOR SYSTEM PER CODE W/ ADHESIVE PER SPEC.



2 SECOND FLOOR STRUCTURAL PLAN
1/4" = 1'-0"
842 SQ. FT. FINISHED
0 2' 4' 8'
SCALE: 1/4" = 1'-0"

BRACED WALL NOTES:

1. ALL WALLS DESIGNED PER METHOD CS-WSP OF THE 2015 MN CODE.
2. ALL EXTERIOR WALLS ARE TO BE CONTINUOUSLY SHEATHED WITH A MINIMUM 3/8" THICK WOOD PANEL.
3. CONNECTION OF WOOD PANEL TO STUDS SHALL BE MIN. 6d COMMON NAILS, 6" O.C. AT EDGES & 12" O.C. AT FIELD OF WOOD PANEL.
4. STRUCTURAL PANELS (BRACED WALLS) SHALL BE LOCATED AT EACH END & AT LEAST EVERY 20' BETWEEN PANELS.
5. EXTERIOR BRACED WALL LINES SHALL HAVE A BRACED WALL PANEL AT EACH END OF THE BRACED WALL LINE, EXCEPT FOR:

   -BRACED WALL PANELS ARE PERMITTED TO BEGIN NO MORE THAN 10' FROM EACH END OF THE BRACED WALL LINE PROVIDED THAT A 24" PANEL MATCHING TABLE R602.10.7 IS APPLIED.

   -THE END OF EACH BRACED WALL PANEL CLOSEST TO THE CORNER SHALL HAVE A TIE-DOWN DEVICE FASTENED TO THE STUD AT THE EDGE OF THE BRACED WALL PANEL CLOSEST TO THE CORNER AND TO THE FOUNDATION OR FRAMING BELOW. THE TIE-DOWN DEVICE SHALL BE CAPABLE OF PROVIDING AN UPLIFT ALLOWABLE DESIGN VALUE OF AT LEAST 1800 LBS. THE TIE-DOWN DEVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. INTERIOR BRACED WALL LINES SHALL BE DESIGNED/BUILT PER INTERMITTENT METHOD "DB". (**APPLICABLE ONLY WHEN SHOWN**)

   -MINIMUM 1/2" GYPSUM BOARD APPLIED TO EACH SIDE OF 2X4 (OR) 2X6 STUD WALL @ 16" O.C. SPACING OF STUDS W/ DOUBLE TOP PLATE AND SINGLE BTM.

   -ATTACH GYPSUM TO STUDS W/ 1-1/4" SCREWS (TYPE W OR S), 7" O.C. AT EDGE & 7" O.C. AT FIELD.

   -ALL GYPSUM BOARD JOINTS TO BE SOLID BLOCKED W/ 2X MATERIAL

BRACED WALL PANEL UPLIFT LOAD PATH:

1. BRACED WALL PANELS LOCATED AT EXTERIOR WALLS THAT SUPPORT ROOF RAFTERS OR TRUSSES (INCLUDING STORIES BELOW TOP STORY) SHALL HAVE THE FRAMING MEMBERS CONNECTED IN ACCORDANCE WITH:

   -WHERE THE NET UPLIFT VALUE AT THE TOP OF A WALL EXCEEDS 100 PLF, INSTALLING APPROVED UPLIFT FRAMING CONNECTORS TO PROVIDE A CONTINUOUS LOAD PATH FROM THE TOP OF THE WALL TO THE FOUNDATION OR TO A POINT WHERE THE UPLIFT FORCE IS 100 PLF OR LESS. THE NET UPLIFT VALUE SHALL BE AS DETERMINED BY ONE OF THE FOLLOWING.

   1.1 THE BASIC WIND SPEED DOES NOT EXCEED 90 MPH, THE WIND EXPOSURE CATEGORY IS B, THE ROOF PITCH IS 5:12 OR GREATER, AND THE ROOF SPAN IS 32' OR LESS

   (OR)

   1.2 THE NET UPLIFT VALUE AT THE TOP OF A WALL DOES NOT EXCEED 100 PLF. THE NET UPLIFT VALUE SHALL BE DETERMINED IN ACCORDANCE WITH SECTION R602.11 AND SHALL BE PERMITTED TO BE REDUCED BY 60 PLF FOR EACH FULL WALL ABOVE.

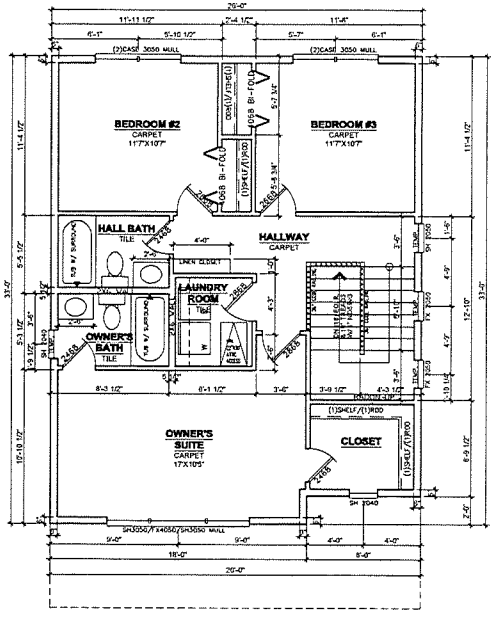
2. WHERE THE UPLIFT FORCE DOES NOT EXCEED 200 POUNDS, RAFERS AND TRUSSES SPACED NOT MORE THAN 24 INCHES ON CENTER SHALL BE PERMITTED TO BE ATTACHED TO THEIR SUPPORTING WALL ASSEMBLIES IN ACCORDANCE WITH TABLE R602.3(1)

-RAFTER OR ROOF TRUSS TO PLATE, TOE NAIL

-MINIMUM (3) 16d BOX NAILS OR (2) 10d COMMON NAILS, (2) TOE NAILS ON EISDE AND (1) TOE NAIL ON OPPOSITE SIDE OF EACH RAFTER OR TRUSS. (MANUF. METAL CONNECTOR MAY BE SUBSTITUDED, VERIFY W/ MANUF. DETAILS).

-WALL PANEL TO STUDS

-CONNECTION OF WOOD PANEL TO STUDS SHALL BE MIN. 6d COMMON NAILS, 6" O.C. AT EDGES & 12" O.C. AT FIELD OF WOOD PANEL



1 SECOND FLOOR PLAN
1/4" = 1'-0"
842 SQ. FT. FINISHED
0 2' 4' 8'
SCALE: 1/4" = 1'-0"

LITTFIN | DESIGN
WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONSENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

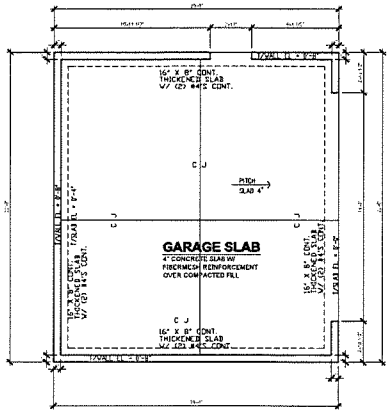
ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION, DIMENSIONING TO BE VERIFIED
REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGN/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS. CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

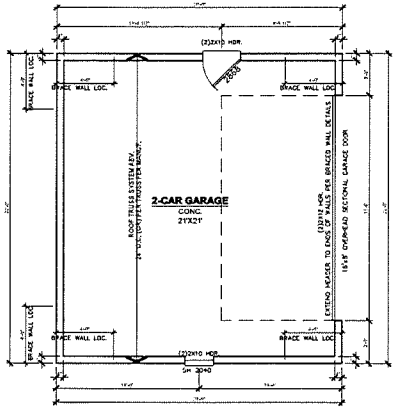
INITIAL DRAW DATE:	8-11-16
DRAWN BY:	LD
CURRENT RELEASE:	8-11-16
REVISION	DATE

A5

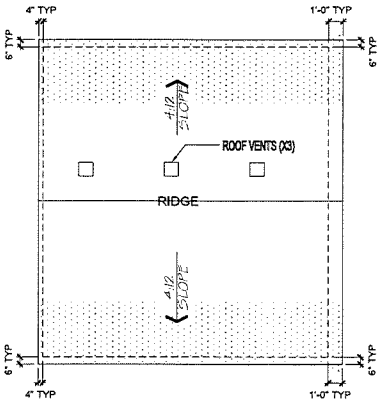
FLOOR PLANS



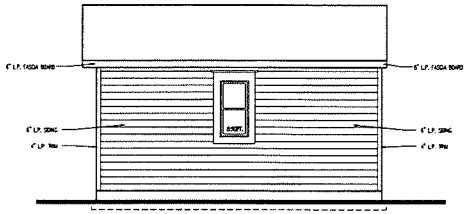
5 GARAGE FOUNDATION PLAN
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"



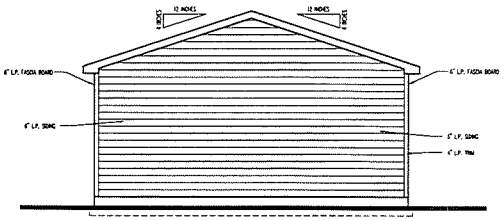
6 GARAGE FLOOR PLAN
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"



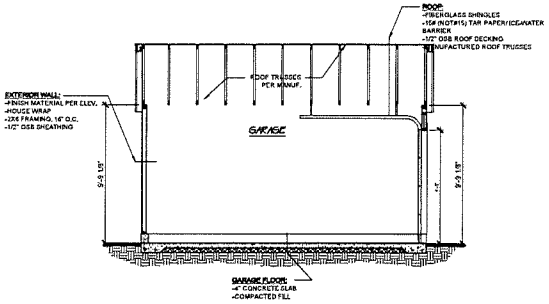
7 GARAGE ROOF PLAN
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"



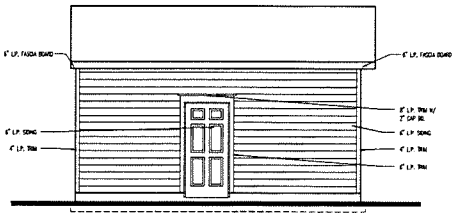
4 LEFT ELEVATION
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"



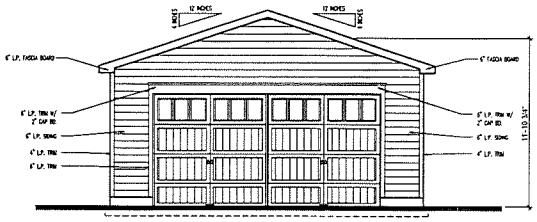
3 REAR ELEVATION
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"



8 SECTION THROUGH GARAGE
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION
1/4" = 1'-0"
SCALE: 1/4" = 1'-0"

LITTFIN | DESIGN

WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONSENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

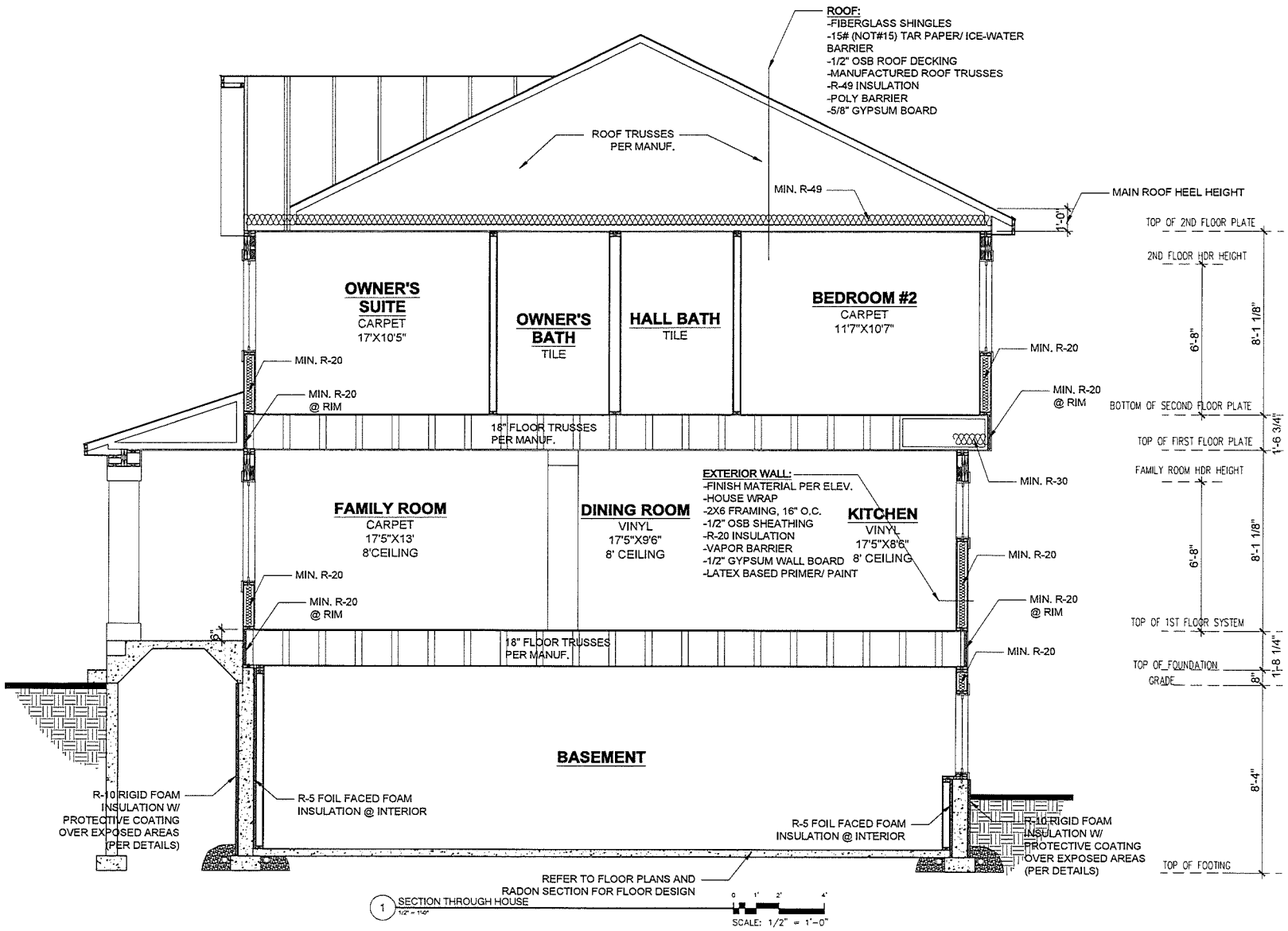
ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED/
REVIEWED DURING CONSTRUCTION.- ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS. CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE:	8-11-16
DRAWN BY:	LD
CURRENT RELEASE:	8-11-16
REVISION	DATE

A6

GARAGE



1 SECTION THROUGH HOUSE
1/2" = 1'-0"

SCALE: 1/2" = 1'-0"

LITTFIN | DESIGN

WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.

©COPYRIGHT 2016

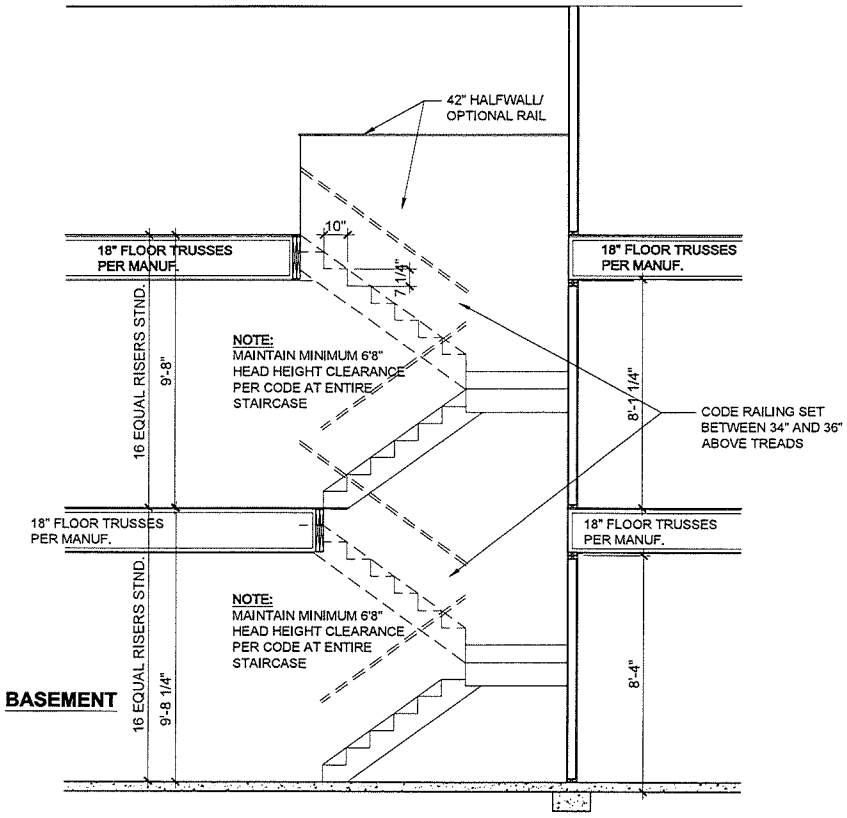
ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED/ REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS; CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVISED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE:	8-11-16
DRAWN BY:	LD
CURRENT RELEASE:	8-11-16
REVISION	DATE

D1

SECTIONS



1 SECTION THROUGH STAIRCASE
1/2" = 1'-0"

0 1' 2' 4'
SCALE: 1/2" = 1'-0"

LITTFIN | DESIGN

WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONSENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED/
REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS. CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE
930 6TH AVENUE HOME

LOCATION
930 6TH AVENUE

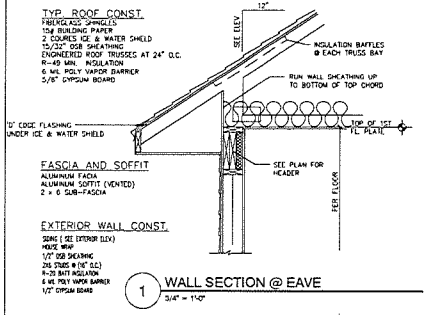
COMMUNITY:
SOUTH SAINT PAUL, MN

INITIAL DRAW DATE: 8-11-16
DRAWN BY: LD
CURRENT RELEASE: 8-11-16

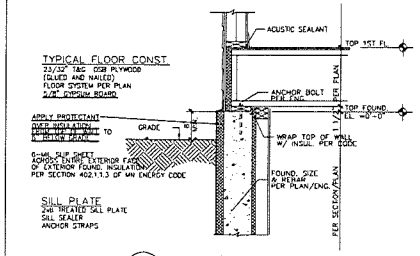
REVISION	DATE

D2

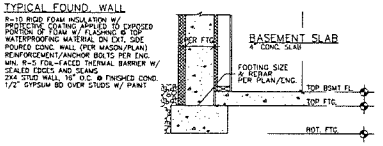
SECTIONS



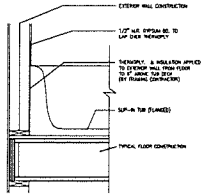
1 WALL SECTION @ EAVE
3/4" = 1'-0"



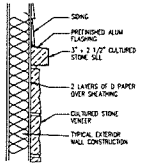
2 WALL SECT. @ 1ST FLOOR
3/4" = 1'-0"



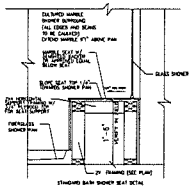
3 WALL SECT. @ FOOTING
3/4" = 1'-0"



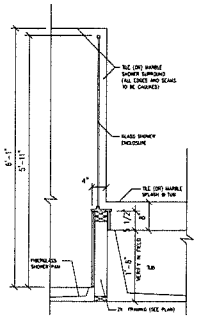
4 DRAFTSTOP @ TUB
3/4" = 1'-0"



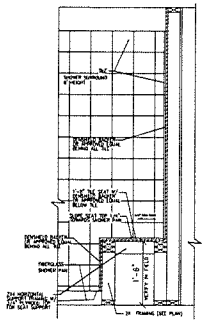
5 STONE VENEER
3/4" = 1'-0"



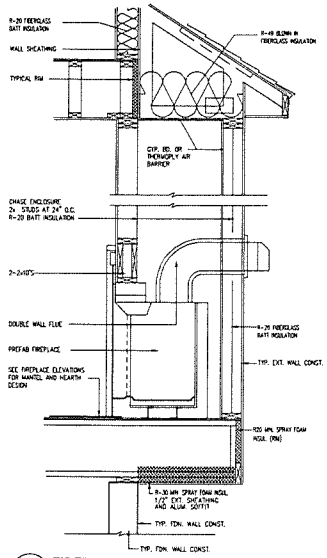
7 BUILT-UP SEAT W/ GLASS DETAIL
3/4" = 1'-0"



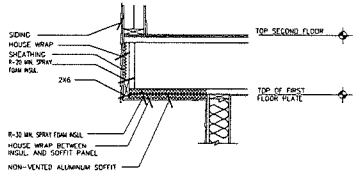
9 TUB/SHOWER 1/2 WALL
3/4" = 1'-0"



10 TUB/SHOWER 1/2 WALL
3/4" = 1'-0"

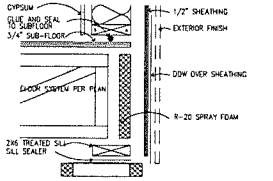


12 FIREPLACE CANTILEVER
3/4" = 1'-0"

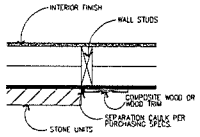


11 FLOOR CANTILEVER DETAIL
3/4" = 1'-0"

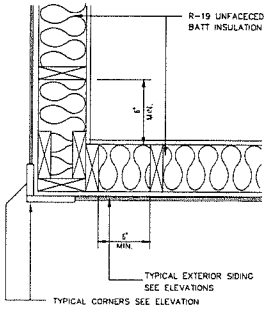
- GLUE AND SEAL THE SUBFLOOR AND PLATES @ EXTERIOR JOINTS
- POUR AND SEAL BEHIND ALL WALL SOFFIT, TUB, AND FIREPLACES WHEN THEY MEET AN EXTERIOR WALL
- TAPE AND SEAL THE INTERIOR VAPOR BARRIER
- HOUSEWRAP @ RIMS, CORNERS, AND CANTILEVERS, SEAMS AND EXTERIOR OPENINGS
- LESCO ELECTRICAL BOXES TO BE TAPED AND FOAMED
- WINDOW AND DOOR ROUGH OPENINGS TO BE SEALED WITH FOAM
- DUCT WORK TO BE TAPED (SUPPLIES AND RETURNS)
- MECHANICAL VENTILATION SYSTEM
- DIRECT VENT FURNACE AND HOMER VENTED WATER HEATER
- BACK CAULK ALL WINDOW FLANGES AND THEN TAPE A STRIP OF TYVEK OVER THE TOP
- ALL VENDORS MUST SEAL THEIR EXTERIOR PENETRATIONS (INCLUDING PLUMBING, HEATING, AND ELECTRICAL)
- CAULK, SEAL ALL INTERIOR AND EXTERIOR VERTICAL JOINTS WHERE WALL PANELS MEET OR WALL PANELS MEET THE FND. WALL



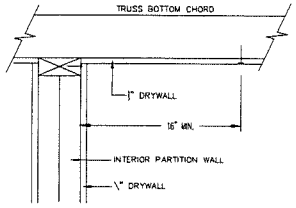
17 ENERGY CODE RIM DETAIL
1-1/2" = 1'-0"



16 STONE TO MASONRY CAULK DETAIL
1-1/2" = 1'-0"



15 OUTSIDE CORNER DETAIL
NONE



14 ROOF TRUSS CONNECTION DETAIL
NONE

LITTFIN | DESIGN
WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED!
REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS/ CONSTRUCTION DEFECTS AND OR EXISTING BUILDS CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

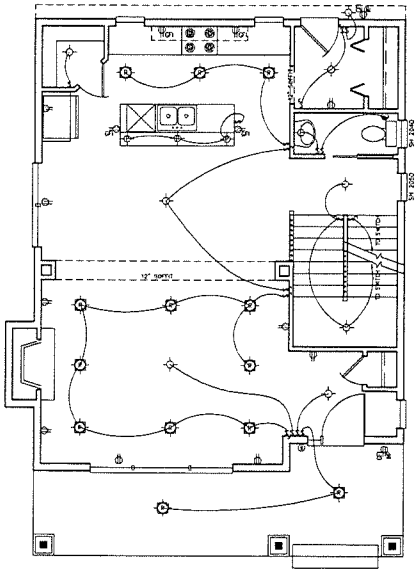
DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE: 8-11-16
DRAWN BY: LD
CURRENT RELEASE: 8-11-16

REVISION	DATE

D3

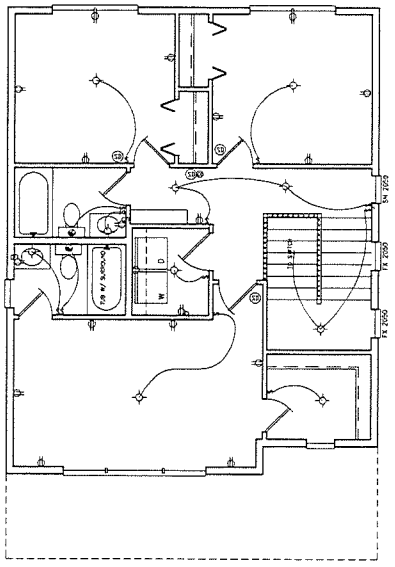
DETAILS



1 FIRST FLOOR ELECTRICAL PLAN
1/4" = 1'-0"
814 SQ. FT.
0 2' 4' 8'
SCALE: 1/4" = 1'-0"

ELECTRICAL KEY

- DUPLEX OUTLET
- HALF-SWITCHED DUPLEX OUTLET
- GROUND FAULT INTERRUPTER DUPLEX OUTLET
- WEATHER PROOF & GFI DUPLEX OUTLET
- SPECIAL PURPOSE OUTLET
- 220 VOLT OUTLET
- CEILING MOUNTED OUTLET
- FLOOR MOUNTED OUTLET
- WALL SWITCH
- THREE-WAY SWITCH
- FOUR-WAY SWITCH
- PILOT-LIGHT SWITCH
- CEILING MOUNTED INCANDESCENT LIGHT FIXTURE
- WALL MOUNTED INCANDESCENT LIGHT FIXTURE
- PHOTOCELL ACTIVATED LIGHT FIXTURE
- LIGHT FIXTURE WITH PULL CHAIN
- PENDANT LIGHT FIXTURE
- WIRING IN-FLOOR ONLY AT RAILING OPTION, IN HALF-WALL WHEN AVAILABLE
- TRACK LIGHT FIXTURE
- FLUORESCENT LIGHT FIXTURE
- FLUORESCENT LIGHT FIXTURE w/ PULL CHAIN
- REINFORCED JUNCTION BOX
- RECESSED INCANDESCENT LIGHT FIXTURE
- EXHAUST FAN
- EXHAUST FAN/LIGHT FIXTURE
- DOOR BELL RINGER
- CHIMES
- 110V. INTERCONNECTED SMOKE DETECTOR
- ELECTRIC DOOR OPERATOR
- PHONE
- THERMOSTAT
- TELEVISION
- CENTRAL VACUUM
- 110V. INTERCONNECTED SMOKE CARBON MONOXIDE DETECTOR COMBO
- MULTI-MEDIA OUTLET



2 SECOND FLOOR ELECTRICAL PLAN
1/4" = 1'-0"
842 SQ. FT. FINISHED
0 2' 4' 8'
SCALE: 1/4" = 1'-0"

LITTFIN | DESIGN
WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-222-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED/ REQUIRED DURING CONSTRUCTION- ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS, CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

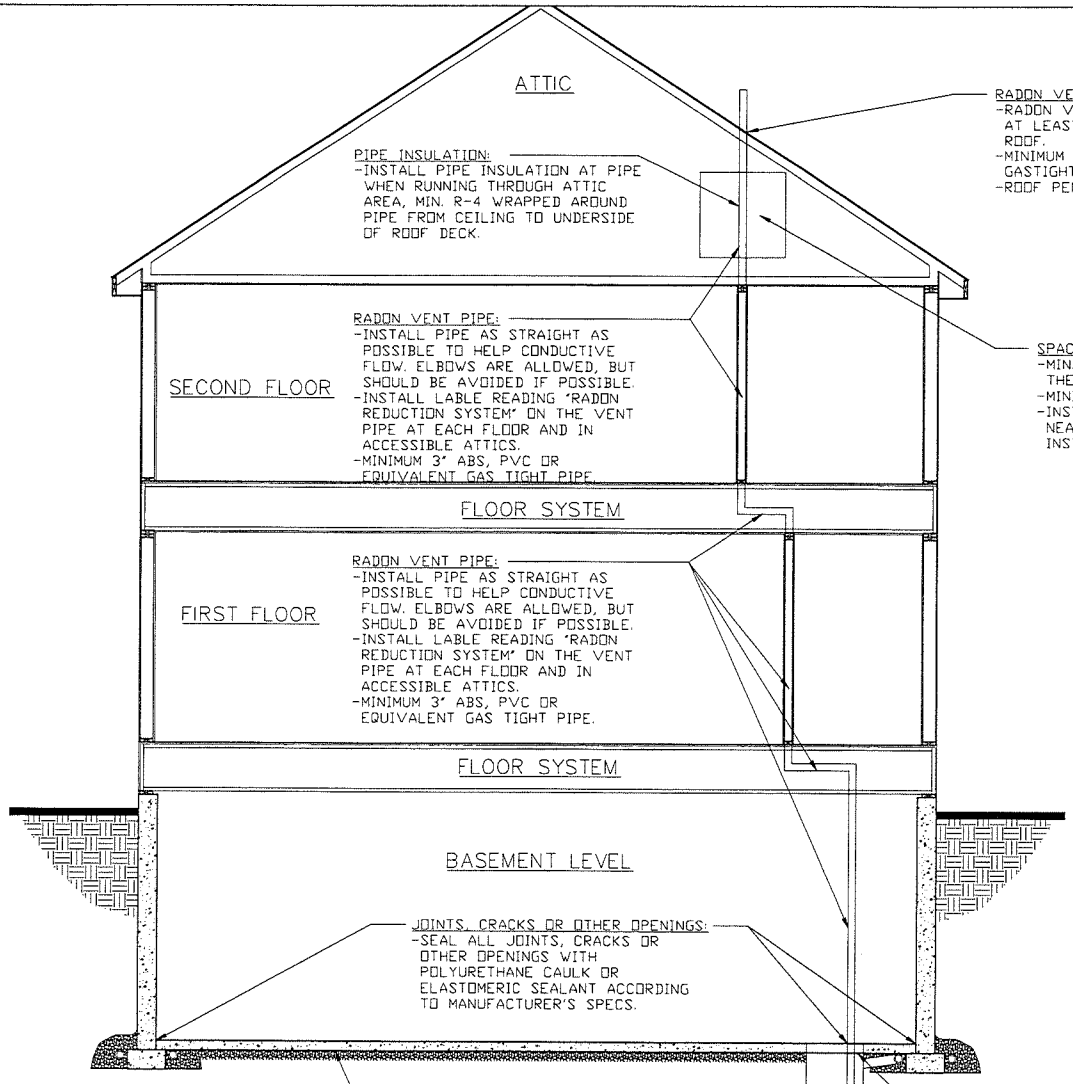
DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE:	8-11-16
DRAWN BY:	LD
CURRENT RELEASE:	8-11-16

REVISION	DATE

E1

ELECTRICAL



PIPE INSULATION:
-INSTALL PIPE INSULATION AT PIPE WHEN RUNNING THROUGH ATTIC AREA, MIN. R-4 WRAPPED AROUND PIPE FROM CEILING TO UNDERSIDE OF ROOF DECK.

RADON VENT PIPE TERMINATION POINT:
-RADON VENT PIPE TO BE TERMINATED AT LEAST 12" ABOVE SURFACE OF ROOF.
-MINIMUM 3" ABS, PVC OR EQUIVALENT GASTIGHT PIPE.
-ROOF PENETRATION SEALING AT ROOF.

RADON VENT PIPE:
-INSTALL PIPE AS STRAIGHT AS POSSIBLE TO HELP CONDUCTIVE FLOW. ELBOWS ARE ALLOWED, BUT SHOULD BE AVOIDED IF POSSIBLE.
-INSTALL LABLE READING "RADON REDUCTION SYSTEM" ON THE VENT PIPE AT EACH FLOOR AND IN ACCESSIBLE ATTICS.
-MINIMUM 3" ABS, PVC OR EQUIVALENT GAS TIGHT PIPE.

SPACE PROVIDED FOR FUTURE FAN:
-MIN. 24" DIAMETER CENTERED ON THE AXIS OF THE VENT STACK.
-MINIMUM VERTICAL DISTANCE OF 5'
-INSTALL LIVE OUTLET IN ATTIC NEAR WHERE FUTURE FAN MAY BE INSTALLED.

RADON VENT PIPE:
-INSTALL PIPE AS STRAIGHT AS POSSIBLE TO HELP CONDUCTIVE FLOW. ELBOWS ARE ALLOWED, BUT SHOULD BE AVOIDED IF POSSIBLE.
-INSTALL LABLE READING "RADON REDUCTION SYSTEM" ON THE VENT PIPE AT EACH FLOOR AND IN ACCESSIBLE ATTICS.
-MINIMUM 3" ABS, PVC OR EQUIVALENT GAS TIGHT PIPE.

JOINTS, CRACKS OR OTHER OPENINGS:
-SEAL ALL JOINTS, CRACKS OR OTHER OPENINGS WITH POLYURETHANE CAULK OR ELASTOMERIC SEALANT ACCORDING TO MANUFACTURER'S SPECS.

FOUNDATION/BASEMENT SLAB:
-4" POURED CONCRETE SLAB
-MIN. 6 MILL POLY BARRIER W/ 12" LAPPED SEAMS BELOW ENTIRE SLAB ON TOP OF GAS PERMEABLE LAYER
-MIN. 4" GAS PERMEABLE LAYER BELOW BARRIER (CLEAN, COURSE AGGREGATE ABLE TO PASS THROUGH A 2" SIEVE & BE RETAINED BY A 1/4" SIEVE.

PIPE TO SUMP BASKET CONNECTION:
-INSTALL RADON VENT PIPE INTO SEALED SUMP TOP, SEAL ALL EDGES & JOINTS.
-SEALED SUMP BASKET CONNECTED TO PERIMETER DRAIN-TILE THAT RUNS AROUND ENTIRE BASEMENT AREA AND ALLOWING PERMEABLE LAYER TO VENT THROUGH DRAIN-TILE.

1 PASSIVE RADON SYSTEM DETAILS (REFER TO PLANS FOR LOCATIONS)
1/2" = 1'-0"

0 1' 2' 4'
SCALE: 1/2" = 1'-0"

LITTFIN | DESIGN
WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.
© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED!
REVIEWED DURING CONSTRUCTION - ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE CARDING, CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

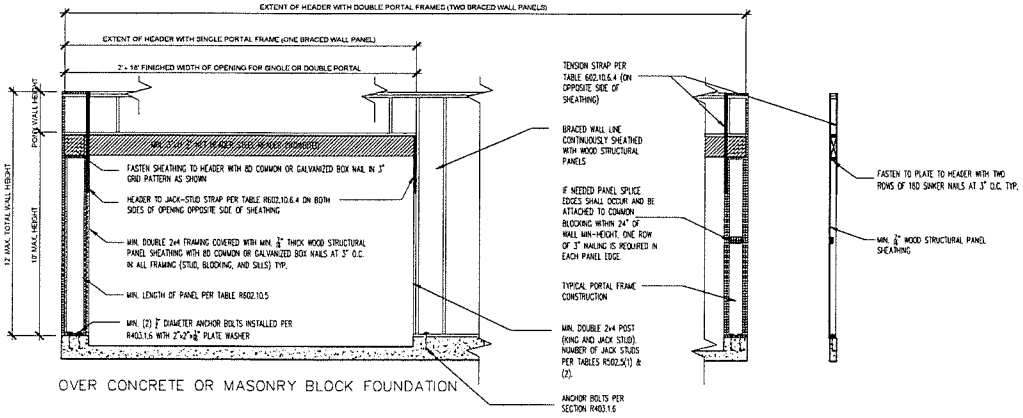
DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE: 8-11-16
DRAWN BY: LD
CURRENT RELEASE: 8-11-16

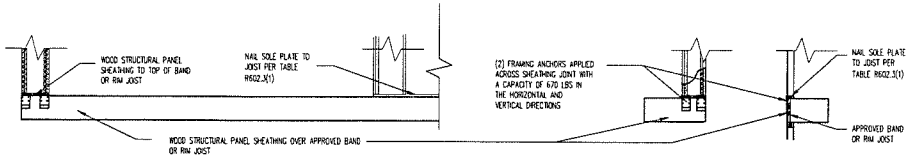
REVISION	DATE

R1

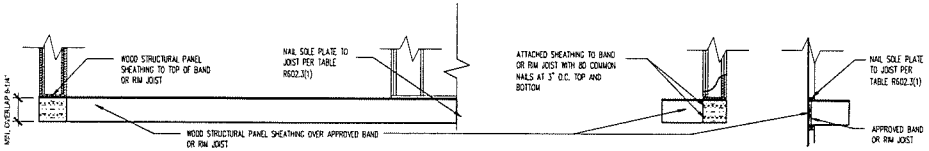
RADON DETAILS



OVER CONCRETE OR MASONRY BLOCK FOUNDATION



OVER RAISED WOOD FLOOR – FRAMING ANCHOR OPTION
(WHEN PORTAL SHEATHING DOES NOT LAP OVER BAND OR RIM JOIST)



OVER RAISED WOOD FLOOR – OVERLAP OPTION
(WHEN PORTAL SHEATHING LAPS OVER BAND OR RIM BOARD)

FRONT ELEVATION

SECTION

FOR SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.1.6.4
METHOD CS-PF-CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

TABLE R602.10.6.4
TENSION STRAP CAPACITY REQUIRED FOR RESISTING WINDOW PRESSURES PERPENDICULAR TO METHOD PFH, PFG AND CS-PF BRACED WALL PANELS

MINIMUM WALL STUD FRAMING NOMINAL SIZE AND GRADE	MAXIMUM PONY WALL WALL HEIGHT (feet)	MAXIMUM TOTAL WALL HEIGHT (feet)	MAXIMUM OPENING WIDTH (feet)	TENSION STRAP CAPACITY REQUIRED (pounds) [a,b]					
				Basic Wind Speed (mph)					
				85	90	100	85	90	100
				Exposure B			Exposure C		
2x4 No. 2 Grade	0	10	18	1000	1000	1000	1000	1000	1000
	1	10	9	1000	1000	1000	1000	1000	1275
			16	1000	1000	1750	1800	2325	3500
			18	1000	1200	2100	2175	2725	DR
	2	10	9	1000	1000	1025	1075	1550	2500
			16	1525	2025	3125	3200	3900	DR
			18	1875	2400	3575	3700	DR	DR
	2	12	9	1000	1200	2075	2125	2750	4000
			16	2600	3200	DR	DR	DR	DR
			18	3175	3850	DR	DR	DR	DR
	4	12	9	1775	2350	3500	3550	DR	DR
			16	4715	DR	DR	DR	DR	DR
2x6 Stud Grade	2	12	9	1000	1000	1325	1375	1750	2550
			16	1650	2050	2925	3000	3550	DR
			18	2025	2450	3425	3500	4100	DR
	4	12	9	1125	1500	2225	2275	2775	3900
			16	2650	3150	DR	DR	DR	DR
			18	3125	3675	DR	DR	DR	DR

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound = 4.45N.

a. DR = design required

b. Strap shall be installed in accordance with manufacturer's recommendations.

LITTFIN | DESIGN
WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. DIMENSIONS TO BE VERIFIED
REVIEWED DURING CONSTRUCTION-ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER. DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS, CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

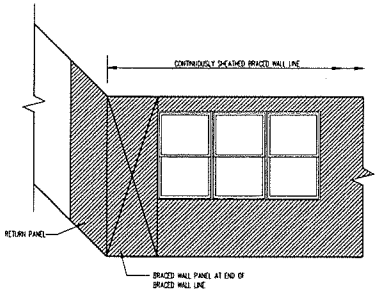
DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE: 8-11-16
DRAWN BY: LD
CURRENT RELEASE: 8-11-16

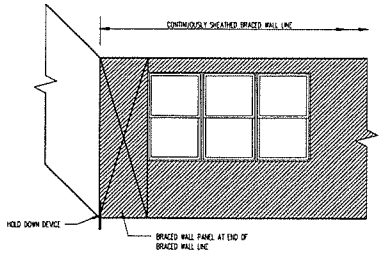
REVISION	DATE

S1

BRACED WALLS



END CONDITION 1



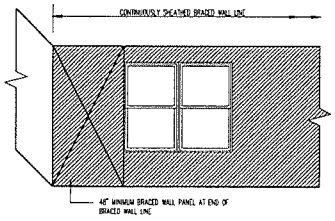
END CONDITION 2

REQUIREMENTS

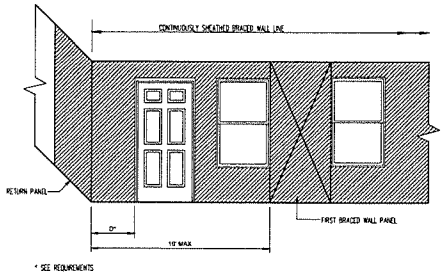
RETURN PANEL: 24" FOR BRACED WALL LINES SHEATHED WITH WOOD STRUCTURAL PANELS
32" FOR BRACED WALL LINES SHEATHED WITH STRUCTURAL FIBERBOARD

DISTANCE D: 24" FOR BRACED WALL LINES SHEATHED WITH WOOD STRUCTURAL PANELS
32" FOR BRACED WALL LINES SHEATHED WITH STRUCTURAL FIBERBOARD

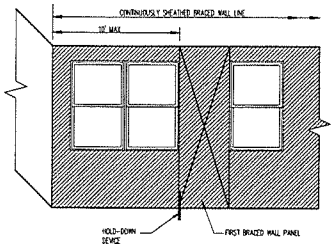
HOLD DOWN DEVICE: 800 LBS CAPACITY FASTENED TO THE EDGE OF THE BRACED WALL PANEL CLOSEST TO THE CORNER AND TO THE FOUNDATION OR FLOOR FRAMING BELOW



END CONDITION 3



END CONDITION 4



END CONDITION 5

FOR SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.7
END CONDITIONS FOR BRACED WALL LINES WITH CONTINUOUS SHEATHING

TABLE R602.10.5
MINIMUM LENGTH OF BRACED WALL PANELS

METHOD (SEE TABLE R602.10.4)		MINIMUM LENGTH [a] (inches)					CONTRIBUTING LENGTH (inches)
		WALL HEIGHT					
		8 feet	9 feet	10 feet	11 feet	12 feet	
DWB, WSP,SFB, PBS, PCP, HPS, BV-WSP		48	48	48	53	58	Actual [b]
CS-WSP, CS-SFB	ADJACENT CLEAR OPENING HEIGHT (inches)						
	≤ 64	24	27	30	33	36	ACTUAL [b]
	68	26	27	30	33	36	
	72	27	27	30	33	36	
	76	30	29	30	33	36	
	80	32	30	32	33	36	
	84	35	32	32	33	36	
	88	38	35	33	33	36	
	92	43	37	35	35	36	
	96	48	41	38	36	36	
	100		44	40	38	38	
	104		49	43	40	39	
	108		54	46	43	41	
	112			50	45	43	
	116			55	48	45	
	120			60	52	48	
	124				56	51	
	128				61	54	
	132				66	58	
	136					62	
	140					66	
	144					72	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 mile per hour = 0.447 m/s.

NP= Not Permitted.

a. Linear interpolation shall be permitted.

b. Use the actual length when it is greater than or equal to the minimum length.

c. Maximum header height for PWF is 10 feet in accordance with Figure R602.10.6.2, but wall height may be increased to 12 feet with pony wall.

d. Maximum opening height for PFG is 10 feet in accordance with Figure R602.10.6.3, but wall height may be increased to 12 feet with pony wall.

e. Maximum opening height for CS-PF is 10 feet in accordance with Figure R602.10.6.4, but wall height may be increased to 12 feet with pony wall.

LITTFIN | DESIGN
WEBSITE: LITTFINDESIGN.COM
EMAIL: MLITTFIN@HOTMAIL.COM
PHONE: 320-224-7844

ALL PLANS & DESIGNS SHOWN ARE THE PROPERTY OF LITTFIN DESIGN. USE OF THESE PLANS ON ANY OTHER PROJECT/LOT OTHER THAN NOTED ON THIS TITLEBLOCK WITHOUT THE WRITTEN CONCENT OF LITTFIN DESIGN IS PROHIBITED.

© COPYRIGHT 2016

ALL PLANS & DESIGNS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION, DIMENSIONS TO BE VERIFIED/
REVIEWED DURING CONSTRUCTION- ALTERATIONS TO BE REVIEWED BY DESIGNER/ENGINEER, DESIGNER IS NOT RESPONSIBLE FOR TRADE ERRORS, CONSTRUCTION DEFECTS AND OR EXISTING ISSUES CURRENTLY ON SITE. PLANS TO BE REVIEWED/APPROVED PER LOCAL BUILDING OFFICIAL PRIOR TO CONSTRUCTION.

DRAWING TITLE: 930 6TH AVENUE HOME
LOCATION: 930 6TH AVENUE
COMMUNITY: SOUTH SAINT PAUL, MN

INITIAL DRAW DATE: 8-11-16
DRAWN BY: LD
CURRENT RELEASE: 8-11-16

REVISION	DATE

S2

BRACED WALLS

CONTRACT FOR PRIVATE REDEVELOPMENT

THIS AGREEMENT, made on or as of the 12th day of September, 2016 by and between the South St. Paul Economic Development Authority, a public body, corporate and politic organized and existing under the laws of the State of Minnesota (hereinafter referred to as the "Authority"), established pursuant to Laws of Sections 469.001-469.047, et seq., as amended, (hereinafter referred to as the Act") and having its principal office at 125 Third Avenue North, South St. Paul, Minnesota 55075-2097, and Catherine Kleve, a single person (hereinafter referred to as the "Redeveloper"), at 2132 Cedar Grove Trail, Eagan, MN 55122.

WITNESSETH:

WHEREAS, the Authority was created pursuant to the Act and is authorized to transact business and exercise its powers by a resolution of the City Council of the City of South St. Paul (the City of South St. Paul is hereinafter referred to as the "City");

WHEREAS, in furtherance of its objectives the Act, the Authority has undertaken a program 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 Rediscover South St. Paul Program (hereinafter referred to as the "Project") in the City; and

WHEREAS, among the powers possessed by the Authority under the Act is the power to carry out within a redevelopment project undertakings and activities for the elimination or for the prevention of the development or spread of slums or blighted or deteriorating areas and for economic development; and

WHEREAS, there is located within the City a parcel of real property, more particularly described in Exhibit A annexed hereto and made a part hereof (which real property as so described is hereinafter referred to as the "Redevelopment Property"), which is vacant and in need of redevelopment in order to help maximize housing opportunities for the community; and

WHEREAS, in order to achieve its objectives, the Authority is prepared to sell the Redevelopment Property to the Redeveloper; and

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

NOW, THEREFORE, in consideration of the premises 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:

"Act" means the Municipal Housing and Redevelopment Act, Minnesota Statutes, Sections 469.001-469.047, et seq., as amended.

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented, in writing.

"Authority" means the South St. Paul Economic Development Authority, South St. Paul, Minnesota, or any successor or assign.

"City" means the City of South St. Paul, Minnesota.

"Condemnation Award" means the amount remaining from an award to the Redeveloper 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 Redeveloper on the Redevelopment Property which (a) shall be detailed as the plans, specifications, drawings and related documents, and (b) shall include at least: (1) site plan; (2) landscape plan; and (3) such other plans or supplements to the foregoing plans as the Authority may reasonably request to allow it to ascertain the nature and quality of the proposed Minimum Improvements.

"County" means the County of Dakota.

"Event of Default" means an action by the Redeveloper listed in Article VIII of this Agreement.

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

"Maturity Date" means the date when the Redeveloper has satisfied its obligations under the Contract for Private Redevelopment and the Certificate of Completion has been issued by the Authority.

"Minimum Improvements" means the acquisition of land and construction of a 1,658 square foot finished two-story home. The Minimum Improvements are more fully described in Exhibit B attached hereto.

"Mortgage Deed" means any Mortgage Deed made by the Redeveloper which is secured in whole or in part, with the Redevelopment 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 Redeveloper or the Authority under a policy or policies of insurance required to be provided and maintained by the Redeveloper pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of Counsel) incurred in the collection of such proceeds.

"Permitted Encumbrances" means the following encumbrances on the title to the Redevelopment Property: (i) such encumbrances as are mutually agreed to by the Authority and the Redeveloper; (ii) governmental regulations, if any, affecting the use and occupancy laws of the Redevelopment Property and Minimum Improvements; (iii) 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 Redevelopment Property the title to which may have at any time heretofore been forfeited to the State for nonpayment of real estate taxes; and (iv) the lien of unpaid real estate taxes, if any, not presently payable but to be paid as part of the annual taxes to become due.

"Project" means the Rediscover South St. Paul Program.

"Redeveloper" means Catherine Kleve, or her successors or assigns.

"Redevelopment Property" means the real property described in Exhibit A of this Agreement.

"State" means the State of Minnesota.

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

ARTICLE II
Representations and Warranties

Section 2.1. Representations by the Authority. The Authority makes the following representations as the basis for the undertaking on its part herein contained:

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

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

(c) The Authority will cooperate with the Redeveloper with respect to any litigation, other than litigation in which the Authority and Redeveloper are adverse parties, commenced with respect to the plan Project, or Minimum Improvements; provided, that the Authority shall not, by virtue of this subsection, be obligated to incur costs through the retaining of legal counsel or experts, or otherwise in connection with such litigation.

(d) The redevelopment property is properly zoned and meets or exceeds the minimum size requirements for a single family home building site. The City of South St. Paul will issue a building permit upon submittal of the appropriate construction plans by the redeveloper and the payment by the redeveloper for such building permit.

(e) The redevelopment property has had connections to the city water supply and city sewer system. The stubs for these prior services are located on the property line. The Authority will not be held responsible to pay for the installation of new water and/or sanitary sewer lines if the existing stubs cannot be reused by the Redeveloper.

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

(a) The redeveloper is an individual.

(b) The Minimum Improvements will be acquired and constructed for at least the cost of $226,950.00, including the Redevelopment Property.

(c) The Redeveloper has received no notice or communication from any local, state or federal official that the activities of the Redeveloper or the Authority in the Redevelopment Property may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the Authority is aware). The Redeveloper 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 Redeveloper agrees for its successors and assigns to construct an owner-occupied single family home. Assignment, subletting and or renting of all or any portion of the Redevelopment Property is prohibited.

(e) The Redeveloper will effect the Minimum Improvements in accordance with all local, state, federal laws or regulations.

(f) The Redeveloper 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.

(g) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of the terms, conditions or provisions or any instrument of whatever nature to which the Redeveloper is a party or by which it is bound, or constitutes a default under any of the foregoing.

(h) The Redeveloper will cooperate with the Authority with respect to any litigation, other than litigation in which the Authority and the Redeveloper are adverse parties, commenced with respect to the Plan, Project or Minimum Improvements.

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

(j) Whenever any Event of Default occurs and the Authority shall employ attorneys or incur 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 Redeveloper under this Agreement, the Redeveloper agrees that it shall, within ten (10) days of written demand by the Authority, pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority.

(k) In the event that this Agreement is terminated by the Authority as a result of an Event of Default, the Redeveloper agrees that it shall, within (10) days of written demand by the Authority, convey title to and possession of the Redevelopment Property back to the Authority under a Quit Claim Deed.

ARTICLE III
Conveyance of Property

Section 3.1. Status of Redevelopment Property. The Redevelopment Property is presently owned by the Authority. The Authority agrees that it will convey the Redevelopment Property to the Redeveloper in accordance with and subject to the terms and conditions stated in this Article III.

Section 3.2. Conveyance of the Redevelopment Property. The Authority shall convey title to and possession of the Redevelopment Property to the Redeveloper under a Quit Claim Deed; attached as Exhibit C. All special assessments levied or pending as of the date of the conveyance shall be paid by the Authority. The conveyance of the Redevelopment Property and the Redeveloper's use of the Redevelopment Property shall be subject to all of the conditions,

covenants, restrictions and limitations imposed by the Redevelopment Plan, this Agreement and the Redevelopment Property and the Redeveloper's use of the Redevelopment 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) Subject to satisfaction of the terms and conditions contained in this Agreement, and if the Redeveloper is not in default hereunder, the Authority shall execute and deliver the Quit Claim Deed to Redeveloper on the later of: (i) five (5) days after the Authority approves the Construction Plans; (ii) five (5) days after the Authority approves the evidence of financing submitted pursuant to this Agreement; (iii) on or before October 4, 2016. The Redeveloper shall pay the Purchase Price and accept the Redevelopment Property Deed on such date. The Redeveloper shall take possession of the Redevelopment Property on the day of execution and delivery of the Redevelopment Property Deed by the Authority. The Redevelopment Property Deed shall be substantially in the form attached hereto as Exhibit C.

(b) Unless otherwise mutually agreed by the Authority and the Redeveloper, the execution and delivery of all deeds and the payment of any Purchase Price shall take place in the office of Dakota County Abstract and Title Closing Company, 1276 South Robert Street, West St. Paul, Minnesota.

(c) The Redevelopment Property Deed shall be in recordable form and shall be promptly recorded. The Redeveloper shall pay all recording costs associated with the Authority's conveyance of the Redevelopment Property. The Authority shall pay State Deed Tax on the Authority's conveyance to Redeveloper.

Section 3.4. Title.

(a) The Authority will within five (5) days from the date of this Agreement but prior to the closing date deliver an initial commitment for the issuance of an owner's title insurance policy with respect to the Redevelopment Property. The commitment shall be obtained from a title insurance company licensed to do business in the State and shall insure the title to the Redevelopment Property up to the amount of $19,000.00. The commitment shall commit the insurer to the issuance of an owner's title insurance policy (ALTA FORM "B"), shall name the Authority and Redeveloper as the proposed insured parties, shall be certified to date, include searches for bankruptcies and state and federal judgments, tax and other liens and for all special assessments levied or pending. The commitment shall include full mechanic's lien coverage, and coverage for matters revealed by a survey (including gaps). The Redeveloper shall be allowed fifteen (15) working days from the date of receipt for examination of said commitment and delivery to the Authority shall use its best efforts to cure the objections to title within sixty (60) days to the satisfaction of the Redeveloper.

(b) If any objection to the title held by the Authority is made by the Redeveloper and is not cured within one hundred twenty (120) days thereafter, the Redeveloper shall make a

written election of one of the following: (i) termination of this Agreement; or (ii) authorization to proceed with acquisition of and transfer of the title to and possession of the Redevelopment Property to the Redeveloper upon the assumption by the Authority of the obligation to take any actions permitted by law to cure the objection. If the Redeveloper makes the election described in Section 3.4(b)(i) of this Agreement, this Agreement shall terminate upon receipt of such written election by the Authority.

Section 3.5. Payment of Purchase Price. The Redevelopment property shall be transferred to Redeveloper for a purchase price of $19,000.00.

ARTICLE IV
Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Redeveloper agrees that it will construct the Minimum Improvements on the Redevelopment Property in accordance with 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 with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans.

(a) On or before September 26, 2016, the Redeveloper shall submit Construction Plans to the Authority. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with the Redevelopment Plan, this Agreement, and all applicable state and local laws and regulations. The Authority shall approve the Construction Plans in writing if, in the sole reasonable discretion of the Authority: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Redevelopment Plan; (c) the Construction Plans conform to previously approved preliminary site and design plans and all applicable federal, State and local law, ordinances, rules and regulations; (d) the Construction Plans are adequate to provide for the construction of the Minimum Improvements; (e) the Construction Plans do not provide for expenditures in excess of the funds available to the Redeveloper for the construction of the Minimum Improvements; and (f) no Event of Default has occurred. No approval by the Authority shall relieve the Redeveloper of the obligation to comply with the terms of this state and local law, ordinances, rules and regulations, or to construct the Minimum Improvements. No approval by the Authority shall constitute a waiver of an Event of Default. Such Construction Plans shall, in any event, be deemed approved unless rejected in writing by the Authority, in whole or in part. Such rejection shall set forth in detail the reasons therefor, and shall be made within fifteen (15) working days after the date of their receipt by the Authority. If the Authority rejects the Construction Plans, in whole or in part, the Redeveloper shall submit new or corrected Construction Plans within ten (10) days after written notification to the Redeveloper of the rejection with the reasons for the rejection set forth with specificity. 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 Authority: Provided,

that in any event the Redeveloper shall submit Construction Plans which are approved no later than September 26, 2016. The Authority's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, if constructed in accordance with said plans) comply to the Authority's satisfaction with the provisions of this Agreement relating thereto.

(b) If the Redeveloper desires to make any material change in the Construction Plans after their approval by the Authority, the Redeveloper shall submit the proposed change to the Authority 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 Authority shall approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to the Redeveloper, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) working days after receipt of the notice of such change. The Authority's approval of a proposed change shall not be unreasonably withheld or denied.

4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Redeveloper shall commence construction of the Minimum Improvements by October 4, 2016, the date of commencement, or on such other date as the parties shall mutually agree in writing. Subject to Unavoidable Delays, the Redeveloper shall complete the construction of the Minimum Improvements within twelve (12) months from the date of commencement. All work with respect to the Minimum Improvements to be constructed by the Redeveloper on the Redevelopment Property shall be in conformity with the Construction Plans submitted by the Redeveloper and approved by the Authority.

The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to the Redevelopment Property, or any part thereof, and the Redevelopment Property Deed shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion and redevelopment of the Redevelopment Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. It is intended and agreed, and the Redevelopment Property 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, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the Authority and enforceable by the Authority against the Redeveloper and its successors and assigns. Subsequent to conveyance of the Redevelopment Property, or any part thereof, to the Redeveloper, and until construction of the Minimum Improvements has been completed, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Authority, as to the actual progress of the Redeveloper 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 Redeveloper to construct the Minimum Improvements (including the dates for beginning and completion thereof), the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Authority shall be (and it shall be so provided in the Redevelopment Property Deed and in the certification itself) a conclusive termination of satisfaction and termination of the agreements and covenants in the Agreement and in the Redevelopment Property Deed with respect to the obligations of the Redeveloper, and its successors and assigns, to construct the Minimum 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 Redeveloper 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. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4 of this Agreement, the Authority shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper 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 it will be necessary, in the opinion of the Authority, for the Redeveloper 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 Minimum Improvements are opened to the public for business and the Redeveloper has received a certificate of occupancy from the City.

ARTICLE V
Insurance and Condemnation

Section 5.1. Insurance.

(a) The Redeveloper will provide and maintain at all times during the process of constructing the Minimum Improvements and, from time to time at the request of the Authority, furnish the Authority with proof of payment of premiums on:

(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 Authority shall be protected in accordance with a clause in form and content satisfactory to the Authority;

(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 form and content satisfactory to the Authority 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 Authority 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 Redeveloper shall maintain or cause to be maintained, at its cost and expense, and from time to time at the request of the Authority 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, but any such policy may have a deductible amount of not more than $10,000.00. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the Authority. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding uninsurable items), and shall be determined from time to time at the request of the Authority, but not more frequently than once every three years, by an insurance consultant or insurer, selected and paid for by the Redeveloper and approved by the Authority not to exceed $500.00. All policies evidencing insurance required by this subparagraph (i) with respect to the Minimum Redeveloper and the Authority as their respective interests may appear and shall contain standard clauses which provide casualty thereunder to the Minimum Improvements which are equal to or less than $5,000.00 for loss or damage covered thereby to be made payable directly to the Redeveloper, and subject to the rights of the first Mortgage holders Net Proceeds from such

claims in excess of $5,000.00 to be made payable directly to the Authority. The Authority and the Redeveloper shall jointly agree on the amount of settlement.

(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 $1,000,000.00 and shall be endorsed to show the Authority as additional insured.

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

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Redeveloper which are authorized under the laws of the State to assume the risks covered thereby. The Redeveloper will deposit annually with the Authority policies evidencing all such insurance, 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 this 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 Redeveloper and the Authority 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 Redeveloper shall furnish the Authority evidence satisfactory to the Authority that the policy has been renewed or replaced by another policy conforming to the necessity therefor under the terms hereof. In lieu of separate policies, the Redeveloper shall deposit with the Authority a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Redeveloper agrees to notify the Authority immediately in the case of damage exceeding $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 forthwith 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 Redeveloper will apply the Net Proceeds of any insurance relating to such damage received by the Redeveloper to the payment or reimbursement of the costs thereof. Net Proceeds of any insurance relating to such damage up to $5,000.00 shall be paid directly to the Redeveloper.

In the event the Minimum Improvements or any portion thereof is destroyed in fire or other casualty and the damage or destruction is estimated to equal or exceed $5,000.00, then the Redeveloper shall, unless otherwise mutually agreed, within one hundred eighty (180) days after

such damage or destruction use its best efforts to proceed forthwith to repair, reconstruct and restore the damaged Minimum Improvements to substantially the same condition or utility value as it existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Redeveloper will apply the Net Proceeds of any insurance relating to such damage or destruction received by the Redeveloper from the Authority to the payment or reimbursement of the costs thereof. Any Net Proceeds remaining after completion of construction shall be disbursed to the Redeveloper.

(e) If the Redeveloper is in compliance with the terms and conditions of this Agreement, and the Mortgage Deed, then any Net Proceeds of insurance relating to such damage or destruction received by the Authority shall be released from time to time by the Authority to the Redeveloper upon the receipt of:

(i) A certificate of an authorized representative of the Redeveloper 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 $5,000.00 in amount, the written approval of such certificate by an independent architect or engineer.

The Redeveloper shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by the Redeveloper 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 Redeveloper.

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 the eminent domain by any governmental body or other person (except the Authority) prior to the Maturity Date, the Redeveloper shall, with reasonable promptness after such taking, notify the Authority 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 Redeveloper 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 Area.

ARTICLE VI
Prohibitions Against Assignment and Transfer; Indemnification

Section 6.1. Representation as to Redevelopment. The Redeveloper represents and agrees that its purchase of the Redevelopment Property, and its other undertakings pursuant to

this Agreement, are, and will be used, for the purpose of redevelopment of the Redevelopment Property. The Redeveloper further recognizes that, in view of (a) the importance of the redevelopment of the Redevelopment Property to the general welfare of the community; and (b) the substantial financing and other public aids that have been made available by the Authority for the purpose of making such redevelopment possible, the identity of the Redeveloper is of particular concern to the community and the Authority. The Redeveloper further recognizes that it is because of Redeveloper's qualifications and identity that the Authority is entering into the Agreement with the Redeveloper, and in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby it to be performed.

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

(a) The Redeveloper 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 Redevelopment 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 Authority.

(b) The Authority 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 Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or in the event the transfer is of or relates to part of the Redevelopment Property, such obligations to the extent that they relate to such part); (ii) Any proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records, shall, for itself, and its heirs and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of the Redeveloper under this Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Redevelopment Property, such obligations, conditions and restrictions to the extent that they relate to such part) unless the Redeveloper 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 Redevelopment 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 Authority) deprive or limit the Authority of or with respect to any rights or remedies or controls with respect to being the intent that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Redevelopment 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 Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Redevelopment Property and the construction and acquisition of the Minimum Improvements that the Authority

would have had, had there been no such transfer or change; and (iii) there shall be submitted to the Authority for review all instruments and other legal documents involved in effecting transfer; and if approved by the Authority, its approval shall be indicated to the Redeveloper in writing.

Section 6.3. Release and Indemnifications Covenants.

(a) The Redeveloper covenants and agrees that the Authority and the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to release, indemnify and, hold harmless the Authority and the City and the governing body members, officers, agents, servants and employees thereof, against any loss or damage to property or any injury to or death of any persona 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 Authority or City or the governing body members, officers, agents, servants or employees thereof.

(b) Except for any willful misrepresentations or any willful or wanton misconduct or negligence of the following named parties, the Redeveloper agrees to protect and defend the Authority and the City and the governing body members, officers, agents, servants and employees thereof, now and forever, and further agrees to hold the aforesaid 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 Authority and the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of Redeveloper, its officers, agents, servants or employees or any other person who may be about the Redevelopment Property or Minimum Improvements due to any act of negligence of any person other than the Authority or City or governing body members, officers, agents, servants or employees thereof.

(d) All covenants, stipulations, promises, agreements and obligations of the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any governing body member, officer, agent, servant or employee of the Authority in the individual capacity thereof.

ARTICLE VII
(Intentionally left blank)

ARTICLE VIII
Events of Default

Section 8.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

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

(b) Failure by the Redeveloper to construct the Minimum Improvements when required pursuant to Sections 3.2 and 3.3 of this Agreement.

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

(d) Failure by the Redeveloper to commence and complete construction or acquisition of the Minimum Improvements pursuant to the terms, conditions and limitations of Article IV of this Agreement.

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

(f) The Redeveloper shall:

(A) file 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

(B) make an assignment for the benefit of its creditors; or

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

(D) be adjudicated a bankrupt or insolvent, or if a petition or answer proposing the adjudication of the Redeveloper, 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 Redeveloper and shall not be discharged without ninety (90) days after such appointed, or if the Redeveloper shall consent to or acquiesce in such appointment.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs, the Authority may exercise its right under 8.2(a) below without notice to Redeveloper and may take any one or more of the actions described in 8.2(b-f) below after providing thirty (30) days written notice to the Redeveloper of the Event of Default, 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 Redeveloper does not provide assurance to

the Authority reasonably satisfactory to the Authority that the Event of Default will be cured as soon as reasonably possible:

(a) Suspend its performance under the Agreement until it receives assurances from the Redeveloper, deemed adequate by the Authority, that the Redeveloper will cure its default and continue its performance under the Agreement.

(b) Cancel and rescind or terminate the Agreement.

(c) Withhold the Certificate of Completion.

(d) Withhold the Net Proceeds from the insurance policies provided to the Authority pursuant to Section 5.1 of this Agreement and in accordance with the terms of the policies.

(e) Exercise its rights under the Authority Note Mortgage, and/or any Security Agreements.

(f) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the Authority to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Redeveloper under this Agreement.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Redeveloper to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VIII.

Section 8.4. 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 IX
Additional Provisions

Section 9.1. Conflict of Interests; Authority Representatives Not Individually Liable. No member, official, or employee of the Authority 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 his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official, or employee of the Authority shall be personally liable to the Redeveloper, or

any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of the Agreement.

Section 9.2. Equal Employment Opportunity. The Redeveloper for itself and its successors and assigns, agrees that during the construction and acquisition of the Minimum Improvements provided for in the Agreement, it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 9.3. Restriction on Use. The Redeveloper agrees for itself, and its successors and assigns and every successor in interest to the Redevelopment Property, or any part thereof, that the Redeveloper, and such successors and assigns, shall until the Maturity Date devote the Redevelopment Property to, and only to and in accordance with, the uses specified in the Redevelopment Plan, and this Agreement, and shall not discriminate upon the basis of race, color, creed, age, sex or national origin in the sale or in the use or occupancy of the Redevelopment Property or any improvements erected thereon, or any part thereof.

Section 9.4. 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 9.5. Notices and Demands. Except as otherwise provided in this Agreement, a notice, demand or other communication under the 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; and

(a) in the case of the Redeveloper is addressed to or delivered personally to the Redeveloper, Catherine Kleve, a single person, residing at 2132 Cedar Grove Trail, Eagan, MN 55122.

(b) in the case of the Authority is addressed to or delivered personally to the Authority at 125 Third Avenue North, South St. Paul, Minnesota 55075-2097, Attn: EDA; Executive Director

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 9.6. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.7. Survival of Provisions. The provisions of this Agreement and the representations, warranties and indemnities contained herein shall survive the execution and delivery of the Redevelopment 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.

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

SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Its: President

By: _____
Its: Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 12th day of September, 2016, by Beth A. Baumann and Stephen P. King, the President and Executive Director respectively, of the Economic Development Authority of South St. Paul, a public body, corporate and politic under the laws of Minnesota.

_____
Notary Public

_____
Catherine Kleve

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Catherine Kleve, a single person.

_____
Notary Public

This document was drafted by:

SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY
125 Third Avenue North
South St. Paul, MN 55075
(651) 554-3270

EXHIBIT A

REDEVELOPMENT PROPERTY

Legal Description

Address: 930 – 6th Avenue South, South St. Paul, MN

Lot Twenty-Three (23), Block Three (3), M.D. Miller's Spring Park Addition to South St. Paul, Dakota County, Minnesota, according to the plat thereof now on file and of record in the Office of the Register of Deeds within and for said Dakota County, Minnesota

Torrens Property

EXHIBIT B

DESCRIPTION OF MINIMUM IMPROVEMENTS

Construction of a 1,658 square foot finished two-story home
with three bedrooms, three bathrooms and a 2-car detached garage

EXHIBIT C

QUIT CLAIM DEED

THIS INDENTURE, between the South St. Paul Economic Development Authority, a public body, corporate and politic organized and existing under the laws of the State of Minnesota (the "Grantor"), and Catherine Kleve (the "Grantee").

WITNESSETH, that Grantor, in consideration of the sum of One dollar ($1.00) 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"):

LEGAL DESCRIPTION

Lot Twenty-Three (23), Block Three (3), M.D. Miller's Spring Park Addition
to South St. Paul, Dakota County, Minnesota, according to the plat thereof now
on file and of record in the Office of the Register of Deeds within
and for said Dakota County, Minnesota

Torrens Property

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

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 12th day of September, 2016, identified as "Contract for Private Redevelopment" (hereinafter referred to as the "Agreement") and that the Grantee shall not convey this Property, or any part thereof, without the consent of the Grantor until a certificate of completion to this Property or such part thereof then to be conveyed, has been placed of record. 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 thereon in conformity with the Agreement, any applicable redevelopment plan and applicable provisions of the Zoning Ordinance of the City of South 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 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 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 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, hereinabove referred to:

(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 (as defined in the Agreement) and such failure 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 (as defined in the Agreement), and any default or violation, abandonment or suspension shall not have cured, ended or remedied within thirty (30) days after written demand by the Grantor so to do; 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 materialmen's or 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 so to do; provided, that if the Grantee shall first notify the Grantor of its intention to do so, it may in good faith contest any mechanics' or other lien filed or established and in such event the Grantor shall permit such mechanics' 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 Authority 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 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 fails 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 revest 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, the Grantee does not provide assurances to the Authority, reasonably satisfactory to the Authority, that the events will be cured and will be cured as soon as reasonably possible.

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) 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;

(c) Not cause the Property to be removed from the public tax rolls or to become exempt from assessment for general real estate taxes by reason of any conveyance, lease, abatement, or other action so long as tax increment generated by the property is pledged to the payment of the principal of an interest due on outstanding bonds or other obligations; and

(d) Not apply for or seek through administrative or judicial proceedings a reduction in real property taxes but only if such reduction would reduce taxes to an amount below the amount needed to pay obligations for which tax increment generated by the Property is pledged.

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.

SECTION 4.

This Deed is also given subject to:

(a) Provision of the ordinances, building and zoning laws of the City of South 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 City seal to be hereunto affixed this _____ day of _____, 2016.

SOUTH ST PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Its: President

By: _____
Its: Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2016 before me, a notary public within and for Dakota County, personally appeared Beth A. Baumann and Stephen P. King to me personally known who by me duly sworn, did say that they are the President and Executive Director Economic Development Authority of South St. Paul ("Authority") named in the foregoing instrument; that the seal affixed to said instrument is the seal of said City; that said instrument was signed and sealed on behalf of said Authority pursuant to approval Economic Development Authority; and said President and Executive Director acknowledged said instrument to be the free act and deed of said Authority.

_____
Notary Public

This instrument was drafted by:

SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY
125 Third Avenue North
South St. Paul, MN 55075
(651) 554-3270

SEND TAX STATEMENT TO:

Catherine Kleve
2132 Cedar Grove Trail
Eagan, MN 55122

EXHIBIT D

CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE

WHEREAS, the South St. Paul Economic Development Authority, a public body, corporate and politic organized and existing under the laws of the State of Minnesota (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 Catherine Kleve (the "Grantee"), the following described land in the County of Dakota and State of Minnesota to-wit:

Lot Twenty-Three (23), Block Three (3), M.D. Miller's Spring Park Addition
to South St. Paul, Dakota County, Minnesota, according to the plat thereof now
on file and of record in the Office of the Register of Deeds within
and for said Dakota County, Minnesota

Torrens Property

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 have 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 be 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 covenants created by Sections 3 and 4 of said Deed shall remain in full force and effect as set forth therein.

IN WITNESS WHEREOF, the Grantor has caused this Certificate 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 _____, _____.

SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Its: President

By: _____
Its: Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2016, before me, a notary public within and for Dakota County, personally appeared Beth A. Baumann and Stephen P. King to me personally known who by me duly sworn, did say that they are the President and Executive Director of the South St. Paul Economic Development Authority ("Authority") named in the foregoing instrument; that the seal affixed to said instrument is the seal of said Authority; that said instrument was signed and sealed on behalf of said Authority pursuant to approval of the Economic Development Authority; and said President and Executive Director acknowledged said instrument to be the free act and deed of said Authority.

_____
Notary Public

This instrument was drafted by:

SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY
125 Third Avenue North
South St. Paul, MN 55075
(651) 554-3270

EDA Agenda Report
Date: September 12, 2016
EDA Executive Director: SPK

6-B

Agenda Item: **820 Southview Blvd. (former Zenk Building)**

Action to be considered:

Discuss and provide direction.

Overview:

The South St. Paul HRA purchased 820 Southview Blvd., on November 20, 2015 for $225,000. The special legislative grant obtained by the late Senator Jim Metzen was used to reimburse the City for the purchase. Three tenants remain in the building.

Weierke Chiropractic	$800/month
K-Bid (Corey Jorrison)	$600/month
Fisher Inventories	$198/month

All are on a month-to-month lease.

While K-Bid and Fisher Inventories are paying rent on time. Weierke Chiropractic is 7 months behind in rent ($5,600). Additionally, Black Sheep and Grace Lutheran use the lot for overflow parking. No rent is charged for this use.

The expenses to run the building and maintain the grounds are more than the derived revenues. Also, the K-Bid tenant is storing items for sale in a manner which is less than desirable.

Staff believes the building should be vacant and clean to prepare it for sale as well as reduce the operational costs of the building and recommends that the tenants be given 60-day notices to vacate.

Source of Funds: N/A