City of South St. Paul
Economic Development Authority Agenda
Monday, August 3, 2020
IMMEDIATELY FOLLOWING THE CONCLUSION OF THE 7:00 P.M. MEETING OF THE CITY COUNCIL

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 Meeting Minutes
      i. June 29, 2020
      ii. July 20, 2020
   B. Approval of Satisfaction of Mortgage – Resolution 2020-10
   C. Approval of Subordination Agreement – Resolution 2020-11

5. GENERAL BUSINESS:
   A. Approval of Amendment #2 to Purchase Agreement – 139 Grand Avenue East
   B. Parking Lease Termination Agreement – Thomas Nguyen

6. ITEMS FOR FUTURE FOLLOW-UP:
   General communications of the President and Commissioners are provided and may be considered for inclusion on a future agenda. There will be no discussion or decisions made related to these items at this meeting.

7. ADJOURNMENT:

Respectfully Submitted,

Ryan Garcia, EDA Executive Director
1. CALL TO ORDER

President Francis called the meeting to order at 8:03 PM.

2. ROLL CALL

Members Present: President Francis, Commissioners Hansen, Seaberg, Forester, Kaliszewski and Dewey.

Members Absent: Commissioner Flatley.

Staff Present: EDA Executive Director Ryan Garcia, City Administrator Joel Hanson, City Planner / Zoning Administrator Michael Healy, and Legal Counsel Peter Mikhail.

3. AGENDA

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

Motion carried 6 ayes / 0 nays

4. CONSENT

A. EDA Meeting Minutes of June 1, 2020
B. Acknowledging and Consenting to a Modified Debt Repayment Schedule by CLIMB Theater, Resolution 2020 – 9
C. Approval of Conflict Waiver with LeVander, Gillen and Miller

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

Motion carried 6 ayes / 0 nays

5. GENERAL BUSINESS
A. Review and Action on a proposed fence in the Wilson Heights Subdivision– 1445 & 1455 Stickney Avenue

The board discussed their unique role as Architecture Committee in this case. Consensus indicated that the 19 property owners impacted by the covenants should convene to formally assume architecture committee responsibilities for the administration of the covenants.

Motion/Second: Commissioner Seaberg moved and Commissioner Dewey seconded continuing EDA action on the item for no more than 60 days. It was acknowledged that if the covenants were formally amended by actions of the residents so impacted, the EDA would no longer have a role as the Architecture Committee.

Motion carried 6 ayes / 0 nays

B. Approval of First Amendment to Purchase Agreement with JBL Properties, LLC

Motion/Second: Commissioner Forester moved and Commissioner Kaliszewski seconded approval of the First Amendment to Purchase Agreement with JBL Properties, LLC.

Motion carried 6 ayes / 0 nays

C. Approval of Lease Agreement with JBL Properties, LLC

Mr. Garcia summarized the proposed lease agreement. In response to Commissioner Seaberg, Mr. Garcia noted that a transition timeline and plan can be provided following closing.

Motion/Second: Commissioner Seaberg moved and Commissioner Forester seconded approval of a Lease Agreement with JBL Properties, LLC.

Motion carried 6 ayes / 0 nays

D. Approval of Purchase Agreement with Beard Group, Inc

Mr. Garcia summarized that the Purchase Agreement would govern an EDA purchase of the property at 201 – 205 Concord Exchange North only in the event that the City failed to approve the Developer’s Development Plan.

Motion/Second: Commissioner Forester moved and Commissioner Seaberg seconded approval of a Purchase Agreement with Beard Group, Inc.
E. Discussion and Preliminary Guidance – 2021 Budget

Mr. Garcia presented a status update on two programs that were annually funded through the EDA: the Progress Plus Economic Development Partnership and the Open to Business Program. Both programs are in a period of transition and Mr. Garcia sought board feedback on continued involvement and budget support for these items. No motions were sought or made; discussion only.

F. Review and Action on a proposed fence in the Wentworth Hollow Subdivision – 700 Wentworth Avenue

Motion/Second: Commissioner Dewey moved and President Francis seconded approval of the request for a 11’ section of 72” high privacy fence at 700 Wentworth Avenue, subject to fence permit review.

Motion carried 3 ayes / 2 nays
Commissioner Seaberg abstained.

6. FUTURE FOLLOW-UP ITEMS

None presented.

7. ADJOURNMENT

Motion/Second: Commissioner Seaberg moved and Commissioner Kaliszewski seconded the motion to adjourn the meeting at 9:52 PM.

Motion carried 6 ayes/ 0 nays

Approved: August 3, 2020

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

Special Meeting
July 20, 2020
South St. Paul City Council Chambers

1. CALL TO ORDER

President Francis called the meeting to order at 8:20 PM.

2. ROLL CALL

Members Present: President Francis, Commissioners Hansen, Seaberg, Forester, Kaliszewski and Flatley.

Members Absent: Commissioner Dewey.

Staff Present: EDA Executive Director Ryan Garcia, City Administrator Joel Hanson, City, Acting Finance Director Clara Hilger. Legal Counsel Bridget Nason participated via WebEx.

3. AGENDA

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

Motion carried 6 ayes / 0 nays

4. GENERAL BUSINESS

A. Closed Session Pursuant to Minnesota Statutes Section 13D.05, Subd. 3 (c) (3) to consider the purchase of real property located at 200 Hardman Avenue.

Motion/Second: Commissioner Seaberg moved and Commissioner Forester seconded closing the meeting at 8:22 PM.

Motion carried 6 ayes / 0 nays

Motion/Second: Commissioner Seaberg moved and Commissioner Flatley seconded reopening the meeting at 8:52 PM.

Motion carried 6 ayes / 0 nays
5. **ADJOURNMENT**

   Motion/Second: Commissioner Kaliszewski moved and Commissioner Hansen seconded the motion to adjourn the meeting at 8:53 PM.

   Motion carried 6 ayes/0 nays

Approved: August 3, 2020

*Renee Schmitt*

Renee Schmitt, Secretary
**Agenda Item:** Approval of Satisfaction of Mortgage – Applicant #1036

**Action to be considered:**

Motion to approve Resolution No. 2020-10

**Overview:**

Applicant #1036 received an HRA rehabilitation loan of $14,200.00 in September 2014 with a mortgage recorded at that time. The mortgagee recently paid back the loan in full, thus satisfying the mortgage. Therefore, the EDA is advised to approve Resolution No. 2020-10, which will authorize the designated officers of the City’s Housing and Redevelopment Authority to execute all necessary documentation required to record the Satisfaction of Mortgage.

**Funding Sources and other fiscal considerations:** N/A
RESOLUTION NO. 2020-10

WHEREAS, the City Council transferred all administration of the South St. Paul Housing and Redevelopment Authority (HRA) programs to the South St. Paul Economic Development Authority (“EDA”) by City Council Resolution 2015-197; and

WHEREAS, one of those programs was a rehabilitation loan program, for which there are several outstanding loans; and

WHEREAS, the South St. Paul Housing and Redevelopment Authority of the City of South St. Paul, Minnesota issued a mortgage to Applicant #1036 in the amount of $14,200.00

WHEREAS, such mortgage recorded on September 12, 2014 in Dakota County has been satisfied in full by the applicant;

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

1. The EDA shall secure the signatures of the appropriate representatives of the HRA to execute the required documents to satisfy the loan and mortgage.

Adopted this _____ day of __________________.

___________________________________  __________________________________
President, James P. Francis    Executive Director, Ryan Garcia
DATE: August 3, 2020

THAT CERTAIN MORTGAGE owned by the undersigned, dated September 10, 2014, executed by Gregory T. Fagan, a single person, as mortgagor, to Housing and Redevelopment Authority for the City of South St. Paul, as mortgagee, and recorded on September 12, 2014, as Document Number 3029267 (or in Book ______ of _____________ Page ____), in the Office of the County Recorder of Dakota County, Minnesota, is with the indebtedness thereby secured, fully paid and satisfied.

Lori Hansen, Chairperson

William Flatley, Secretary
State of Minnesota, County of Dakota

This instrument was acknowledged before me on August 3, 2020, by Lori Hansen, Chairperson and William Flatley, Secretary of the Housing and Redevelopment Authority of the City of South St. Paul.

(Stamp)

(signature of notarial officer) Debra M. Breitenfeldt
Title (and Rank): ___________________________
My commission expires: _____________________ (month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)
Housing and Redevelopment Authority
of the City of South St. Paul
125 Third Avenue North
South St. Paul, MN 55075
(651) 554-3270
Agenda Item: Approval of Subordination Agreement – Resolution 2020-11

Action to be considered:
Motion to approve Resolution 2020-11.

Overview:
In 2004, the HRA provided two rehabilitation loans totaling $9,400.00, with the HRA’s mortgages recorded against the property and subordinated to a principal loan at that time. The mortgagee is refinancing the principal loan, and the lender has requested that once again the HRA’s mortgage be subordinate to the principal loan on the home. Such approvals have been granted from time to time by the HRA, and in this case these loan agreements both provide the HRA with the ability to subordinate our interest. Therefore, the EDA is advised to approve Resolution No. 2020-11, which will authorize the designated officers of the City’s Housing and Redevelopment Authority to execute all necessary documentation required to record the subordination agreements.

Funding Sources and other fiscal considerations:
This is a procedural action and does not change the HRA’s position or ability to recollect the debt owed on this loan in the future.
WHEREAS, the City, Housing and Redevelopment Authority ("HRA"), historically administered a Home Rehabilitation Loan Program ("Program"), providing financing and low interest loans for the renovation of single-family properties in South St. Paul and to prevent the emergence of blighting conditions in the City’s neighborhoods; and

WHEREAS, the City Council transferred all administration of the HRA programs to the South St. Paul Economic Development Authority ("EDA") by City Council Resolution 2015-197; and

WHEREAS, the HRA issued a mortgage through the Program for Applicant # 715 in the aggregate amount of $8,500.00, with the mortgage filed in the office of the Dakota County Registrar of Titles on October 11, 2004 as Document Number 2256467; and

WHEREAS, the HRA issued a mortgage through the Program for Applicant # 721 in the aggregate amount of $900.00, with the mortgage filed in the office of the Dakota County Registrar of Titles on November 22, 2004 as Document Number 2269790; and

WHEREAS, Applicant #715 and Applicant #721 ("Applicant") are one and the same individual, with the applications and recorded mortgages relating to one and the same property; and

WHEREAS, the Buyer is refinancing the single-family residence subject to the HRA’s mortgages, and a request has been received from the lender to subordinate the HRA’s lien on the property, which the EDA finds will not materially or adversely subject the HRA to undue harm or risk.

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

1. The EDA shall secure the signatures of the appropriate representatives of the HRA to execute the required documents to subordinate the loan and mortgage.

Adopted this 3rd day of August, 2020.

__________________________________________  ________________________________
James P. Francis, President                      Ryan D. Garcia, Executive Director
Real Estate Subordination Agreement

THIS SUBORDINATION AGREEMENT (“MAY RESULT OR RESULTS ”) IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Real Estate Subordination Agreement (“Agreement”) is executed as of ________________, by The Housing and Redevelopment Authority of South St. Paul, having an address of 125 3rd Avenue North, 2nd Floor, South St. Paul, MN 55075 (“Subordinator”), in favor of Bank of America, N.A., having an address for notice purpose of:

Bank of America
7105 Corporate Dr.
Building C
Plano, TX 75024

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a Deed of Trust or Mortgage dated 09/23/2004, executed by MARIA D. FIGUEROA, FKA MARIA D. ZEPEDA

And which was recorded on 10/11/2004 as Document Number 2256467, of the land records of Dakota County, Minnesota, as same may have been or is to be modified prior hereto or contemporaneously herewith (the “Senior Lien”), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively the (“Property”) (see attached Exhibit “A”); and
Whereas, Bank of America, N.A. has been requested to make a loan, line of credit or other financial accommodation to MARIA D. FIGREROA (joint and severally, “Borrower”), to be secured by, without limitation, a deed of trust or mortgage, (the “Junior Lien”), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Bank of America, N.A. in the maximum principal face amount $107,055.00 (“Principal Amount”), including provisions for acceleration and payment of collections costs (the "Obligation”) the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America’s Junior Lien, subject to the terms of this Agreement. The Subordinator’s Senior Lien is subordinated to Bank of America’s Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Bank of America’s rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Bank of America, N.A. and their respective successors and assigns, including any purchaser(s) (at foreclosure of otherwise) of the Property of any part thereof, and their respective successors and assigns.

__________________________  __________________________
By: Lori Hansen    By: William Flatley
Its: Chairperson    Its: Secretary
Acknowledgment:

State of Minnesota

County of Dakota

On _______________________, before me _______________________________________, a Notary Public in and for said State, personally appeared Lori Hansen and William Flatley, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(seal)

___________________________________________
Signature of Person taking Acknowledgement

Print Name: ________________________________

Commission Expiration Date: __________________
LEGAL DESCRIPTION:

Issued by
Stewart Title Guaranty Company

File No. BACREF20224043

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

Lot 24, Block 8, Hepburn Park Addition to the City of St. Paul, according to the recorded plat thereof, and situated in Dakota County, Minnesota.

Being the same property conveyed to Maria D. Figueroa, an unmarried woman by Quit Claim Deed from Maria D. Figueroa, known as Maria D. Zepeda, dated March 22, 2004, recorded on August 27, 2004 as Instrument 2242783.

APN: 36-32550-08-240

Commonly known as: 124 5th Avenue S., South St. Paul, MN 55075-2332

Loan #: 100076387
Real Estate Subordination Agreement

THIS SUBORDINATION AGREEMENT (“MAY RESULT OR RESULTS”) IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Real Estate Subordination Agreement (“Agreement”) is executed as of ________________, by The Housing and Redevelopment Authority of South St. Paul, having an address of 125 3rd Avenue North, 2nd Floor, South St. Paul, MN 55075 (“Subordinator”), in favor of Bank of America, N.A., having an address for notice purpose of:

Bank of America
7105 Corporate Dr.
Building C
Plano, TX 75024

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a Deed of Trust or Mortgage dated 10/27/2004, executed by MARIA D. FIGUEROA, FKA MARIA D. ZEPEDA

And which was recorded on 11/22/2004 as Document Number 2269790, of the land records of Dakota County, Minnesota, as same may have been or is to be modified prior hereto or contemporaneously herewith (the “Senior Lien”), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively the (“Property”) (see attached Exhibit “A”); and
**Whereas**, Bank of America, N.A. has been requested to make a loan, line of credit or other financial accommodation to MARIA D. FIGREROA (joint and severally, “Borrower”), to be secured by, without limitation, a deed of trust or mortgage, (the “Junior Lien”), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Bank of America, N.A. in the maximum principal face amount $107,055.00 (“Principal Amount”), including provisions for acceleration and payment of collections costs (the "Obligation") the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

**Now, Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America’s Junior Lien, subject to the terms of this Agreement. The Subordinator’s Senior Lien is subordinated to Bank of America’s Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Bank of America’s rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Bank of America, N.A. and their respective successors and assigns, including any purchaser(s) (at foreclosure of otherwise) of the Property of any part thereof, and their respective successors and assigns.

__________________________  __________________________
By: Lori Hansen    By: William Flatley
Its: Chairperson    Its: Secretary
State of Minnesota

County of Dakota

On ______________________, before me ______________________________________, a Notary Public in and for said State, personally appeared Lori Hansen and William Flatley, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(seal)

___________________________________________
Signature of Person taking Acknowledgement

Print Name: ________________________________

Commission Expiration Date: __________________
EXHIBIT A

LEGAL DESCRIPTION:

Issued by
Stewart Title Guaranty Company

File No. BACREF20224043

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

Lot 24, Block 8, Hepburn Park Addition to the City of St. Paul, according to the recorded plat thereof, and situate in Dakota County, Minnesota.

Being the same property conveyed to Maria D. Figueroa, an unmarried woman by Quit Claim Deed from Maria D. Zepeda, known as Maria D. Zepeda, dated March 22, 2004, recorded on August 27, 2004 as Instrument 2242783.

APN: 36-32550-08-240

Commonly known as: 124 5th Avenue S., South St. Paul, MN 55075-2332

Loan #: 100076387
Agenda Item: Approval of Second Amendment to Purchase Agreement with JBL Properties LLC

Action to be considered:
Motion to approve the Second Amendment to Purchase Agreement with JBL Properties LLC.

Overview:
On May 5, 2020, a purchase agreement between the EDA and JBL Properties, LLC was executed to govern the EDA’s acquisition of property at 139 Grand Avenue East (See Item 6-D at this link for more information: https://www.southstpaul.org/AgendaCenter/ViewFile/Agenda/_05042020-896. The purchase agreement identified that closing was to take place on or before June 30, 2020. In addition, the purchase agreement provided the EDA with a 90-day contingency period within which to assess, among other things, environmental conditions at the site.

At the June 29, 2020 EDA Meeting, an Amendment to the Agreement was approved which allowed for an extension of the closing Date to August 31, 2020.

Unfortunately, our environmental due diligence is not yet complete and we will need additional time prior to closing to confirm what, if any, recognized environmental conditions exist at the site. A site analysis plan has been prepared and soil, soil vapor, and groundwater sampling are expected to take place in early August.

The proposed amendment allows the EDA to exercise its ability to extend the due diligence period an additional 60 days, and will extend the Closing Date to not later than October 31, 2020. We anticipate having all environmental information in hand by late-August, and closing by mid-September.

Funding Sources and other fiscal considerations:
The property will become property tax exempt in Pay 2022. Property taxes will be prorated as of the date of closing with the EDA responsible for any property taxes and special assessments levied after the closing date.
SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this “Agreement”) is entered into as of August 3, 2020 (the “Effective Date”), by and between the South St. Paul Economic Development Authority, a Minnesota public body corporate and politic (“EDA”), and JBL Properties, LLC, a Minnesota limited liability company (“Seller”).

RECITALS

Recital No. 1. EDA and Seller entered into a purchase agreement on May 6, 2020 (“Purchase Agreement”) for the purchase and sale of real property identified in the Purchase Agreement.

Recital No. 2. On or about June 29, 2020, Seller granted an extension of the closing date for Section 6 to occur on or before August 31, 2020, unless otherwise agreed to by the parties.

Recital No. 3. EDA has requested that Section 3.1 of the Purchase Agreement be amended as follows:

3.1 Extension of EDA’s Investigations. EDA will have the right to extend EDA’s Investigations, if determined necessary through environmental assessment, for up to an additional sixty (60) days (“Extension of EDA’s Investigations”) to allow further testing and analysis. If it is necessary to extend EDA’s Investigations, then prior to the end of the sixty calendar (60) ninety calendar (90) days following the Effective Date, EDA will notify Seller in writing that it is extending EDA’s Investigations for an additional sixty (60) days.

Recital No. 4. Seller does not object to the amendment.

Recital No. 5. EDA has requested an extension of the closing date for Section 6 regarding the closing shall occur no later than October 31, 2020, unless otherwise agreed to by the parties.

Recital No. 6. Seller does not object to an extension for the closing.

NOW, THEREFORE, EDA and Seller agree to the following:

1. That the EDA shall have until August 4, 2020 to notify Seller in writing that it is extending EDA’s Investigations for an additional sixty (60) days.

2. That the closing date for Section 6 regarding the closing shall occur no later than October 31, 2020, unless otherwise agreed to by the parties.

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

SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY (EDA)

By: ___________________________
   James P. Francis
Its: President

By: ___________________________
   Ryan Garcia
Its: Executive Director
JBL PROPERTIES, LLC (SELLER)

By: __________________________
Name: _________________________
Its:____________________________
Agenda Item: Lease Termination Agreement – Thomas Nguyen (201 – 205 Concord Exchange North)

Action to be considered:
Motion to approve a lease termination agreement with Thomas Nguyen.

Overview:
On November 13, 2017, the EDA consented to the assignment of a parking lease agreement related to the lease of parking spaces on the EDA-owned parking lots in the northwest quadrant of Concord Exchange North and Grand Avenue. The parking lease agreement assigned to Mr. Nguyen in 2017 originated in 1984, and was extended by the owner of the 201 – 205 Concord Exchange property through July 2034. This lease designated 32 spaces within the parking lot for the tenants and patrons of 201 – 205 Concord Exchange, for a monthly fee of $346.67.

Mr. Nguyen has executed an agreement to sell his properties to Beard Group, with a closing in late-August. Staff has requested a termination of the parking lease and Mr. Nguyen has agreed. It should be understood that Mr. Nguyen and any other tenants or patrons of 201 – 205 may use the available public parking in the lot for as long as they occupy the building (likely through October 2020).

Funding Sources and other fiscal considerations:
The termination will result in a loss of approximately $3,000 in revenue to the “Parking Lot” fund, which is utilized to maintain the EDA owned parking lots in town. However, with the decommissioning and demolition of the Concord Exchange Parking Ramp in 2021, the bulk of our maintenance responsibilities will be relieved.
THE SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY
RELEASE AND TERMINATION OF PARKING AGREEMENT

THIS RELEASE AND TERMINATION OF PARKING AGREEMENT (“Termination”) is executed and delivered as of the ____ day of __________________, 2020, 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 “EDA”) and Thomas Nguyen, a single person (“Nguyen”).

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals herein contained, the EDA and Nguyen recite as follows:

RECLUS

WHEREAS, the Housing and Redevelopment Authority of the City of South St. Paul (“HRA”) entered into a Parking Agreement by and between the HRA, Farmers Union Central Exchange, Inc. (“Cenex”), Kloster-Madsen, Inc. and Errett W. Horst dated July 2, 1984 and recorded with the Dakota County Recorder’s Office as Document No. 669557 on October 24, 1984 (the “Parking Agreement”); and

WHEREAS, pursuant to the Parking Agreement, Cenex leased certain parking spaces located on real property legally described as follows:

Lots 1 through 18, Block 4, Stockyard’s Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul.

PID: 36-72850-04-181

AND

Those parts of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block 5, Stockyards Rearrangement of Blocks one, two, three, four, five, six, seven, eight, nine, ten, eleven
and twelve of South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying northeasterly and northerly of the following described line:

Commencing at the most southwesterly corner of Lot 7, Block 9 said Stockyards Rearrangement of Blocks one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve of South St. Paul; thence North 63 degrees 25 minutes 46 seconds East, assumed bearing, along the southerly line of said Lot 7, Block 9 and the northerly line of said Lot 5, Block 5, and their extensions, a distance of 190.00 feet, to the point of beginning of the line to be described; thence South 29 degrees 25 minutes 53 seconds East a distance of 320.43 feet to the northeasterly corner of Lot 16, said Block 5; thence South 26 degrees 34 minutes 14 seconds East, along the northeasterly line of said Lot 16 a distance of 101.21 feet, more or less, to an intersection with a line 34.00 feet northerly of measured at right angles to and parallel with, the southerly line of said Lot 16, Block 5; thence North 89 degrees 22 minutes 16 seconds East, along the easterly extension of said parallel line, a distance of 133.40 feet, to the easterly line of said Lot 13, Block 5 and there terminating,

together with those parts of vacated Pitt Street accruing thereto by virtue of the vacations thereof.

PID: 36-72850-05-164

AND

Lots 1, 2, 3, and 4, Block 5, The Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve, of South St. Paul

Except that part within:

That part of Union Addition and Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the recorded plats thereof, Dakota County, Minnesota, described as follows:

Beginning at the southwest corner of Lot 7, Block 9 of said Stockyards Rearrangement; thence North 26 degrees 34 minutes 14 seconds West along the southwesterly line of said Block 9, a distance of 276.01 feet to the angle point in the westerly line of Lot 1 of said Block 9; thence bearing North along the west line of said Lot 1 and along the westerly line of Lots 55, 56, 57, 58 and 59, Block 3 of said Union Addition a distance of 158.88 feet to the angle point in the westerly line of said Lot 59; thence North 26 degrees 38 minutes 50 seconds West along the southwesterly line of said Block 3, Union Addition a distance of 112.00 feet; thence North 63 degrees 21 minutes 10 seconds East a distance of 214.00 feet; thence South 22 degrees 49 minutes 14 seconds East a distance of 125.93 feet; thence South 45 degrees 10 minutes 46 seconds West a distance of 79.48
feet; thence South 2 degrees 10 minutes 46 seconds West a distance of 50.12 feet; thence South 15 degrees 49 minutes 14 seconds East a distance of 55.34; thence South 33 degrees 49 minutes 14 seconds East a distance of 59.54 feet; thence South 53 degrees 34 minutes 14 seconds East a distance of 56.64 feet; thence South 26 degrees 34 minutes 14 seconds East parallel with the northeasterly line of Block 5, Stockyards Rearrangement, to its intersection with the southeasterly line of Lot 4 of said Block 5; thence South 63 degrees 25 minutes 46 seconds West along the southeasterly line of said Lot 4, Block 5 and along the southeasterly extension of said southeasterly line of Lot 4, Block 5 and along the southeasterly line of Lot 7, Block 9 of said Stockyards Rearrangement a distance of 200.00 feet to the point of beginning Dakota County, Minnesota,

together with those parts of vacated Pitt Street accruing thereto by virtue of the vacations thereof.

PID: 36-72850-05-041

(the “Property”); and

WHEREAS, the Parking Agreement for the Property was assigned from Cenex to Boundary View Partnership, with the written consent of the HRA, by instrument dated September 28, 1984 and recorded with the Dakota County Recorder’s Office as Document No. 669561 on October 24, 1984; and

WHEREAS, the Parking Agreement for the Property was assigned by Boundary View Partnership to Cenex, with the written consent of the HRA, by instrument dated November 8, 1989 and recorded with the Dakota County Recorder’s Office as Document No. 913025 on November 8, 1989; and

WHEREAS, the Parking Agreement for the Property was assigned from Cenex to E & E Enterprises, with the written consent of the HRA, by instrument dated January 9, 1997 and recorded with the Dakota County Recorder’s Office as Document No. 1593858 on April 7, 1999; and

WHEREAS, in 2015, the City Council for the City of South St. Paul transferred administration of all HRA programs and projects to the EDA by City Council Resolution No. 2015-197, which effectively assigned the Parking Agreement from the HRA to the EDA; and

WHEREAS, pursuant to that certain deed recorded on May 3, 2017 as Document No. 776673 with the Office of the Registrar of Titles in Dakota County, Minnesota, and recorded on May 15, 2017 as Document No. 3191361 with the Office of the County Recorder in Dakota County, Minnesota, the Property was conveyed from the HRA to the EDA and the EDA is now the fee owner of the Property; and

WHEREAS, on March 20, 2017, E & E Enterprises sold certain real property located in the City of South St. Paul, Dakota County, Minnesota, to Nguyen on a Contract for Deed
recorded as Document No. 3188776 on April 27, 2017 with the Dakota County Recorder’s Office, the terms of which included as an additional provision that E & E Enterprises assigned all of its right, title and interest in and to the Parking Agreement to Nguyen; and

WHEREAS, on June 22, 2018, the EDA, E & E Enterprises and Nguyen entered into an Assignment and Assumption Agreement (unrecorded), which, with the consent of the EDA, assigned, transferred and conveyed all of E & E Enterprises’ rights, duties and obligations as a party to the Parking Agreement to Nguyen and Nguyen assumed all of E & E Enterprises rights, duties and obligations thereunder; and

WHEREAS, the EDA and Nguyen mutually desire to release and terminate the Parking Agreement.

NOW, THEREFORE, the EDA and Nguyen hereby confirm and release the following:

1. The Parking Agreement is hereby terminated and released.

2. The Property is hereby released from the Parking Agreement.

3. This Termination shall be recorded with the Dakota County Office of Registrar of Titles and the Dakota County Recorder’s Office.

[The remainder of this page was intentionally left blank.]
IN WITNESS WHEREOF, the undersigned has executed this Termination as of the day and year first written above.

EDA
SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

By: ______________________________
    James P. Francis
    President

By: ______________________________
    Ryan Garcia
    Executive Director

STATE OF MINNESOTA )
    ) ss.
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this _______ day of __________________, 2020, by James P. Francis and Ryan Garcia, 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 the EDA.

______________________________
Notary Public
NGUYEN

By: ______________________________
    Thomas Nguyen

STATE OF MINNESOTA )
COUNTY OF DAKOTA ) ss.

The foregoing instrument was acknowledged before me this ______ day of ______________, 2020, by Thomas Nguyen, a single person.

Notary Public

This instrument drafted by
and after recording, please return to:
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
651-451-1831