



**City of North St. Paul
Housing & Redevelopment Authority
Immediately following the Regular Meeting**

**September 5, 2023
6:30 PM**

The Housing and Redevelopment Authority meeting will be conducted on **September 5, 2023** following the City Council meeting. The meeting location is the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

The City Council will also be meeting by interactive TV under Minn. Stat. 13D.02. Members of the public may attend the meeting in person or may connect virtually using the following information:

The **September 5, 2023** Zoom meeting can be accessed via

<https://tinyurl.com/NSPCityCouncil>

(from a PC, Mac, tablet, iPhone or Android device)

or by phone at 1-929-205-6099, meeting ID 821 4097 2224, password 362656.

You can also watch the meeting on our YouTube channel here tinyurl.com/NSPYouTube

I. Call to Order

II. Roll Call

John Monge, Chair
Tim Cole, Commissioner
Cassidy Schweer, Commissioner
Lisa Wong, Commissioner
Jason Nordby, Commissioner
Brian Frandle, Executive Director

III. Consent

- A. Quit Claim Deeds and Declaration of Easements for 2170 Eldridge Ave
- B. Approval of the Joint Powers Agreement between the City and Northeast Intermediate School District 916 (CTC) to continue the student home projects for the 2023-2024 school year at 2170 Eldridge Avenue

IV. HRA Action Items & Recommendations

- A. No Action Items

V. Adjournment

The next regularly scheduled Housing & Redevelopment Authority meeting is TBD.



To **Date**

Honorable Mayor Monge and City Council September 5, 2023

Agenda Placement # III.A

Consent

Subject

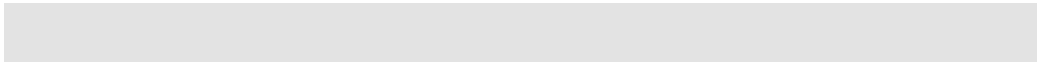
Quit Claim Deeds and Declaration of Easements for 2170 Eldridge Ave

Background/Facts

On November 1, 2022, the City Council approved a minor subdivision plat at 2170 Eldridge Avenue. The property is owned by the North St. Paul Housing and Redevelopment Authority (HRA) and was subdivided to establish two building sites for the HRA's Student Built Housing Program. In order to finalize the lot split, quit claim deeds separating the parcels and utility and drainage easements must be recorded with the County Register of Deeds.

Recommended Action

Authorize Recording of Declaration of Easements and Quit Claim Deeds for the Subdivision of 2170 Eldridge Ave



Attachments

1. Resolution_Authorizing_Recording_of_Deeds_and_Declaration_of_Easements
2. QUIT_CLAIM_DEED_HRA_TO_HRA_PARCEL_A
3. QUIT_CLAIM_DEED_HRA_TO_HRA_PARCEL_B
4. DECLARATION_OF_EASEMENTS_HRA

Respectfully submitted,
Brandy Howe, Community Development Director

NORTH ST. PAUL
HOUSING AND REDEVELOPMENT AUTHORITY

RESOLUTION #2023-###

**RESOLUTION AUTHORIZING RECORDING
DECLARATION OF EASEMENTS AND QUIT CLAIM DEEDS
ASSOCIATED WITH THE MINOR SUBDIVISION OF 2170 ELDRIDGE AVENUE**

WHEREAS, the City of North St. Paul Housing and Redevelopment Authority (“HRA”) is tasked with purchasing vacant and/or blighted property for redevelopment pursuant to Minnesota Statutes, Chapter 469; and

WHEREAS, in June 2022, the HRA acquired fee title to the real property located at 2170 Eldridge Avenue in the City of North St. Paul for the construction of two new single-family homes through the HRA’s Student Built Housing Program; and

WHEREAS, the City Council adopted Resolution 2022-103 on November 1, 2022 approving a minor subdivision plat to establish the two home sites described above; and

WHEREAS, a condition of the plat approval is the preparation of easement dedication documents establishing perimeter drainage and utility easements (“Declaration of Easements”); and

WHEREAS, the lot survey, associated quit claim deeds establishing the two parcels, and Declaration of Easements must be recorded in the Office of the Ramsey County Recorder to legally subdivide the property;

NOW THEREFORE BE IT RESOLVED, the Housing and Redevelopment Authority for the City of North St. Paul approves the quit claim deeds and the Declaration of Easements, and authorizes the HRA Chair and Executive Director to execute said quit claim deeds and Declaration of Easements;

AND BE IT FURTHER RESOLVED, that the Housing and Redevelopment Authority for the City of North St. Paul authorizes the recording of the quit claim deeds and the Declaration of Easements associated with the minor subdivision of 2170 Eldridge Avenue, North St. Paul, MN.

Motion by:

Second by:

Voting: Ayes:

Nays:

Absent:

Abstain:

John Monge, Chair

ATTEST:

Brian Frandle, Executive Director

(Reserved for Recording Data)

QUIT CLAIM DEED

eCRV number: _____

STATE DEED TAX DUE HEREON: \$1.65

Dated: _____, 2023.

FOR VALUABLE CONSIDERATION, the **NORTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to the **NORTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota, Grantee, real property in Ramsey County, Minnesota, legally described on Exhibit "A" attached hereto and made a part hereof by reference.

The consideration for this transfer was less than \$3,000.00.

Check here if part or all of the land is Registered (Torrens) _____

together with all hereditaments and appurtenances belonging thereto. None

Check box if applicable:

- The Grantor certifies that the Grantor does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property has not changed since the last previously filed well disclosure certificate.

**NORTH ST. PAUL HOUSING
AND REDEVELOPMENT AUTHORITY**

By: _____
Its Chairperson

By: _____
Its Executive Director

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ and _____, respectively the Chairperson and Executive Director of the **NORTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota, on its behalf.

Notary Public

Tax Statements for the real property described in this instrument should be sent to:

North St. Paul Housing
and Redevelopment Authority
2400 Margaret Street
North St. Paul, MN 55109

DRAFTED BY:
CAMPBELL KNUTSON, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AKLS/smt

EXHIBIT A

Lot 10 and the West Half of Lot 9, Block 13, FIFTH ADDITION TO NORTH ST.
PAUL, Ramsey County, Minnesota.

(Reserved for Recording Data)

QUIT CLAIM DEED

eCRV number: _____

STATE DEED TAX DUE HEREON: \$1.65

Dated: _____, 2023.

FOR VALUABLE CONSIDERATION, the **NORTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to the **NORTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota, Grantee, real property in Ramsey County, Minnesota, legally described on Exhibit "A" attached hereto and made a part hereof by reference.

The consideration for this transfer was less than \$3,000.00.

Check here if part or all of the land is Registered (Torrens) ____

together with all hereditaments and appurtenances belonging thereto. None

Check box if applicable:

- The Grantor certifies that the Grantor does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property has not changed since the last previously filed well disclosure certificate.

**NORTH ST. PAUL HOUSING
AND REDEVELOPMENT AUTHORITY**

By: _____
Its Chairperson

By: _____
Its Executive Director

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ and _____, respectively the Chairperson and Executive Director of the **NORTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic under the laws of the State of Minnesota, on its behalf.

Notary Public

Tax Statements for the real property described in this instrument should be sent to:

North St. Paul Housing
and Redevelopment Authority
2400 Margaret Street
North St. Paul, MN 55109

DRAFTED BY:
CAMPBELL KNUTSON, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AKLS/smt

EXHIBIT A

Lot 8 and the East Half of Lot 9, Block 13, FIFTH ADDITION TO NORTH ST.
PAUL, Ramsey County, Minnesota.

DECLARATION OF DRAINAGE AND UTILITY EASEMENTS

THIS DECLARATION is made on _____, 2023, by the **NORTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY**, a public body politic and corporate under the laws of the State of Minnesota (referred to as “Declarant”).

RECITALS

A. Declarant is the fee owner of certain real property located at 2170 Eldridge Avenue East, situated in the City of North St. Paul, Ramsey County, State of Minnesota, which is legally described as *Lots 8, 9, and 10, Block 13, Fifth Addition to North St. Paul, Ramsey County, Minnesota* (the “Property”); and

B. On November 1, 2022, the City Council for the City of North St. Paul (“City”), adopted Resolution 2022-103, approving a minor subdivision of the Property, with conditions, including the dedication of permanent easements granted to the City for drainage and utility purposes; and

C. Pursuant to that approval and upon the filing of the subdivision plat and deeds in the Office of the Ramsey County Recorder, the Property will consist of two parcels, *Parcel A* and *Parcel B*, each legally described as set forth in **Exhibit A**; and

D. Declarant may at some point in time transfer title to one or more of the Parcels and desires to establish and secure a common easement for drainage and utility purposes against Parcels as more fully described below.

DECLARATION

NOW, THEREFORE, Declarant hereby declares, imposes upon, and makes Parcel A and Parcel B, each subject to the following easements and covenants:

1. **Grant of Drainage and Utility Easements.** Declarant hereby declares perpetual, non-exclusive, public utility and drainage easements over, across, on, under, and through Parcel A and Parcel B. Each easement is legally described as set forth in **Exhibit B**, and as depicted in **Exhibit C** (each one, an “**Easement Premises**”). The City, its employees, contractors, agents, and servants, may enter upon either Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public drainage and utility systems over, across, on, under, and through such Easement Premises, together with the right to grade, level, fill, drain, pave, and excavate such Easement Premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public drainage and utility systems.

2. **Benefited Parties.** Each easement created herein shall be for the benefit of the public.

3. Easement Running with the Land. Each easement created herein shall be an easement running with each Parcel A and Parcel B, and shall inure to the benefit of and be binding upon Declarant, its representatives, successors and assigns, and all subsequent owners and encumbrances of Parcel A or Parcel B, and all persons claiming under them.

4. Vacation of Easement. Declarant specifically declares that these easements may only be vacated pursuant to the procedures set forth in Minnesota Statutes, as may be amended, and/or any applicable City procedure. Therefore, the easements created herein shall inure to Declarant for the benefit of the public in perpetuity or until said easement is vacated pursuant to the procedures set forth in Minnesota Statutes, as may be amended.

5. Recording and Notice. Declarant shall duly record this Declaration with the Ramsey County Recorder.

6. No Merger of Easements with Declarant's Fee Interest. The easements created herein for the benefit of the public and binding upon Declarant shall not merge with Declarant's current fee interest in the Property, Parcel A, or Parcel B.

IN WITNESS WHEREOF, this Declaration has been executed with the intent that it shall be filed of record in the Office of the Ramsey County Recorder.

[Signature page follows]

**NORTH ST. PAUL HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____
John Monge, Chair

By: _____
Brian Frandle, Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by John Monge, and Brian Frandle, respectively, the Chair and Executive Director of the North St. Paul Housing and Redevelopment Authority, a public body politic and corporate under the laws of the State of Minnesota, on its behalf.

Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AKLS/smt

**EXHIBIT A
TO
DECLARATION OF EASEMENTS**

Legal Description of Parcel A and Parcel B

PARCEL A:

Lot 10 and the West Half of Lot 9, Block 13, FIFTH ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota.

PARCEL B:

Lot 8 and the East Half of Lot 9, Block 13, FIFTH ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota.

**EXHIBIT B
TO
DECLARATION OF EASEMENTS**

Legal Descriptions of Easement Premises

PARCEL A:

A perpetual easement for drainage and utility purposes lying over, under, and across the North, South, East, and West 5.00 feet of the following described parcel:

Lot 10 and the West Half of Lot 9, Block 13, FIFTH ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota.

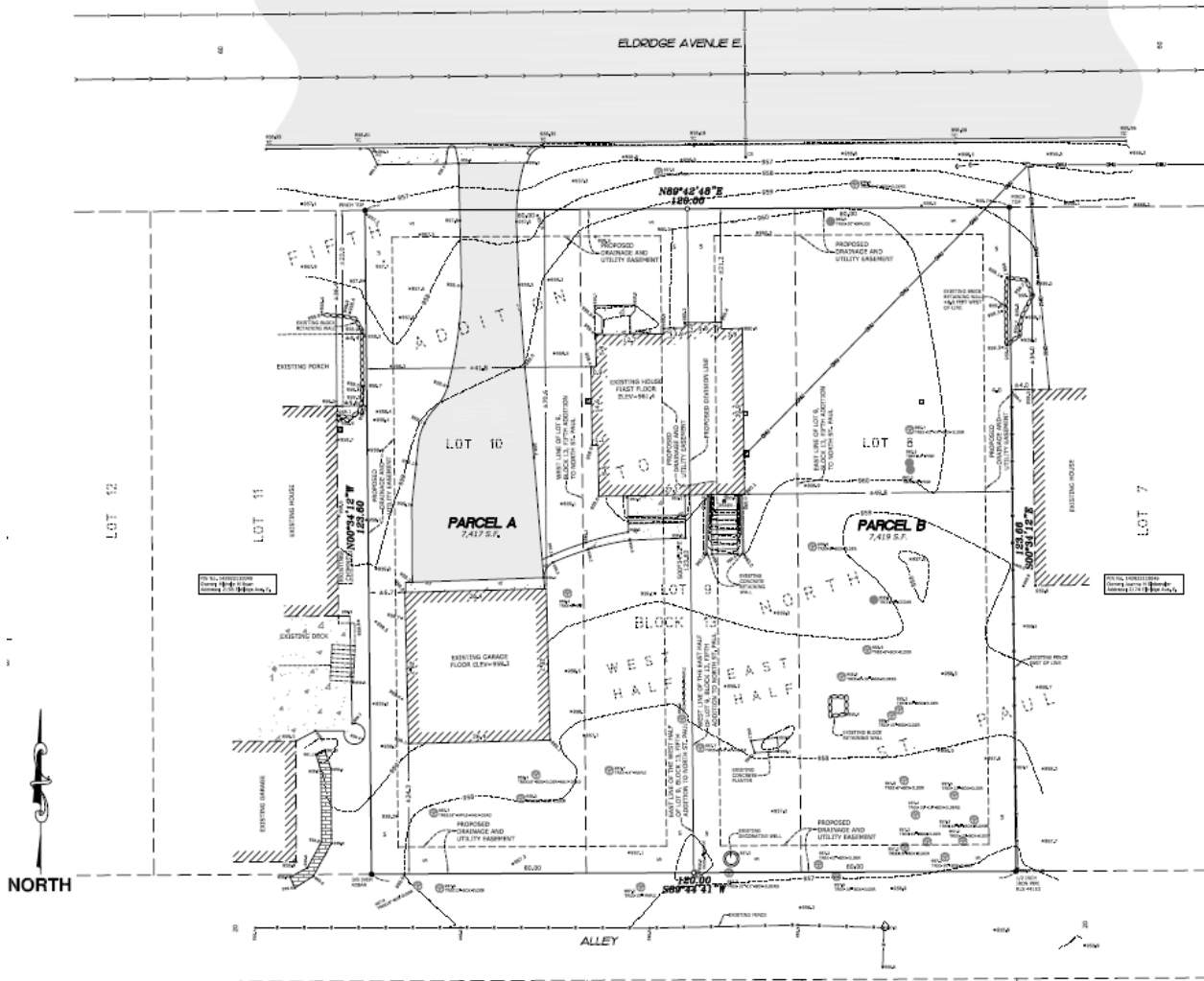
PARCEL B:

A perpetual easement for drainage and utility purposes lying over, under, and across the North, South, East, and West 5.00 feet of the following described parcel:

Lot 8 and the East Half of Lot 9, Block 13, FIFTH ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota.

EXHIBIT C TO DECLARATION OF EASEMENTS

Depiction of Easement Premises





To	Date
Housing and Redevelopment Authority Executive Director and Commissioners	September 5, 2023

Agenda Placement # III.B

Consent

Subject

Approval of the Joint Powers Agreement between the City and Northeast Intermediate School District 916 (CTC) to continue the student home projects for the 2023-2024 school year at 2170 Eldridge Avenue

Background/Facts

- The HRA owns a property slated for a student built home project at 2170 Eldridge Avenue E
- CTC desires to construct a single family residence on the premises to provide on-the-job home building and remodeling experience to its students
- The student built home program is ongoing between the City and ISD 916 and Century College

Recommended Action

It is recommended the HRA approve the Joint Powers Agreement between the City and Northeast Intermediate School District 916 to continue the student home project program for the 2023-2024 school year.

Attachments

1. JPA 2170 Eldridge

Respectfully submitted,
Brandy Howe, Community Development Director

**BUILDING CONSTRUCTION
JOINT POWERS AGREEMENT**

AGREEMENT made this ____ day of _____, 2023, by and between the City of North St. Paul Housing & Redevelopment Authority (City and HRA), a Minnesota Municipal Corporation, and the Northeast Intermediate School District 916, on behalf of the Career and Technical Center (CTC); and,

WHEREAS, the City is undertaking certain redevelopment activities in the City by which it acquires certain properties for improvements and resale; and,

WHEREAS, NE Metro Intermediate School District 915 is a state agency; and,

WHEREAS, both entities have the authority to enter into joint powers agreements pursuant to Minnesota Statutes, Section 471.59, Subdivision 10; and,

WHEREAS, CTC is a technical high school which offers courses in building trades, training men and women to be competent employees in all fields of construction; and,

WHEREAS, the City has acquired title to certain property located at 2170 Eldridge Avenue E, North St. Paul and legally described in Exhibit "A", attached hereto, (the "premises"); and,

WHEREAS, CTC desires to construct a single family residence on the premises to provide on-the-job home building and remodeling experience to its students; and,

WHEREAS, City and CTC desire to effect certain improvements on the premises, and CTC desires to perform same in accordance with the terms, covenants and conditions hereinafter set forth.

NOW THEREFORE BE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

1. **General Scope of Work**. The City will contract with an architect to prepare plans conducive to the lot and neighborhood with advice from CTC. Copies of the plans shall be initialed by each of the parties hereto, shall be in the possession of each of the parties, and are incorporated by reference in this Agreement. CTC and City will agree on approval of the plans before commencement of construction. CTC and the City will work cooperatively in selecting contractors and subcontractors which will be utilized in the course of the construction referred to herein. CTC undertakes to perform all the necessary work, assist in arranging subcontractor scheduling, and to furnish all the necessary labor, and equipment, and City will supply materials in order to construct a single family dwelling in accordance with the plans within the time constraints of the commencement of the project as related to the beginning of the school year and the end of the school year. The City shall pay for all permits and building inspection fees. CTC will comply with applicable building and zoning codes.
2. **Independent Contractor**. CTC represents to the City that it is a technical secondary center and that students of the school will perform the work provided for herein and that these students will be properly supervised by the instructional staff of CTC. CTC will operate as an independent contractor and not as the agent of the City.
3. **Proof of Payment of Mechanic's Liens**. City will provide payment for all subcontractors, materialmen, and any other persons performing labor or services with prompt payment in

accordance with their respective contracts. CTC shall assist with obtaining the following to the City at the time of payment in accordance with Section 5 below, to-wit:

- a. A sworn construction statement listing all subcontractors and materialmen who performed work or supplied material under this contract and the amounts of their subcontract or material.
 - b. Lien wavers from all subcontractors and materialmen listed in Subparagraph (a) for all work listed thereon.
 - c. Invoices for material, subcontract work and other will be approved by both CTC instructor and City representative.
 - d. Payments shall be made by City within thirty (30) days after City receives an invoice from subcontractors, materialmen, and any other persons performing labor or services hereunder.
4. **Contract Costs.** All work, equipment and labor will be furnished and performed by CTC Construction Occupations, City will assume direct costs incurred in completing construction, including but not limited to the costs of the plans, materials, supplies, permits, inspection fees, and contractor or subcontractor fees provided the City will review and approve all quotes in advance of the materials being purchased or work being performed.
5. **Method of Payment.** It is understood CTC and the City will complete a detailed line-item budget with contingencies to the City Manager for approval, and that the City shall finance the work hereinafter referred to. When City sells the property upon which the new home has been constructed by CTC, the City shall be entitled to all proceeds from the sale.
6. **Time of Completion.** CTC shall commence performance of its obligations under this Agreement immediately upon execution of the Building Construction Agreement and CTC shall complete the work described herein in accordance with the plans not later than June 30, 2025, subject to Paragraph 7 of this Agreement, and excepting circumstances beyond the control of CTC, including but not limited to, act of God, COVID-19 pandemic, and ordinary and reasonable construction delays.
7. **Best Efforts of CTC.** Notwithstanding the time set forth in Section 6 hereof for completion of construction, CTC will at all times exert its best efforts to complete construction at the earliest possible time, will at all times furnish sufficient labor, to assure the most efficient and speediest construction progress, and will have a competent instructor on the job during all periods when work is in progress in order to supervise construction.
8. **Insurance.** CTC shall at all times, commencing with the date upon which construction begins, and until competed made in accordance with Section 5 herein, purchase, maintain, and carry the following types of insurance or self insurance as follows:
- a. Worker's Compensation Insurance fully covering all employees engaged in the performance of this agreement in accordance with Minnesota law. CTC will require its subcontractors to provide evidence of Worker's Compensation insurance on their employees.
 - b. Public liability insurance covering death, bodily injury, and property damage with limits in accordance with the laws of the State of Minnesota. The City of North Saint Paul shall be listed as an additional insured on this policy.
 - c. Risk insurance against damage or destruction to building or premises by fire, windstorm, and other perils covered by standard extended coverage insurance policy including vandalism and malicious mischief, covering all improvements to be erected hereunder and all materials which are on or about the premises, in an amount equal to the full insurable

value of such improvements and materials. Both City and CTC shall be named insured under said builder's risk policy to the extent of their respective insurable interest.

Certificates of Insurance acceptable to City shall be filed with them prior to commencement of the work under this Building Construction Agreement.

9. **Liability.** Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. CTC and City liability shall be governed by the provisions of the Minn. State Chapter 466.
10. **Defense and Indemnification.** CTC agrees to defend and indemnify the City for any liability claims arising from CTC's activities or operations. Nothing in this Building Construction Agreement shall constitute a waiver of statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any party to this Building Construction Agreement for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith. To the fullest extent permitted by law, action by the parties to this Building Construction Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a, for purposes of that statute each party to this Building Construction Agreement expressly declines responsibility for the acts or omissions of any other party to this Building Construction Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of other parties. Nothing in this Building Construction Agreement shall constitute a waiver of statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any party to this Building Construction Agreement for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith.
11. **Correcting of Defects.** CTC agrees to promptly perform the work required by this Building Construction Agreement in a good workmanlike manner and City agrees to provide only materials of good quality and suitable for the uses intended. Upon completion of the construction, in accordance with "the plans" and at a mutually convenient date, a representative of City will make a "walk through" inspection of the premises with representative of CTC. The representative of City shall note any defects or flaws in the construction and upon correction of said defects or flaws in the construction by CTC, the possession of the construction shall be turned over to City for payment of utilities and maintenance. A further "walk through" inspection and correction of flaws and defects, if any, shall occur at that time. (All other flaws and defects shall be corrected pursuant to paragraph number 10).
12. **Statutory Warranty.** As "vendor" (seller) of the single-family dwelling structure on the premises, the City shall warrant to all applicable owners the following warranty (referred to herein as the "Statutory Warranty") pursuant to Minnesota Statutes 327 A, in part described as:

Subdivision 1. Warranties by vendor. In every sale of completed dwelling, and in every contract for sale of a dwelling to be completed, the vendor shall warrant the vendee that:

- a. During the one (1) year period from and after the warranty date, the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards.

- b. During the two (2) year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems due to noncompliance with building standards; and
- c. During the 10 year period from and after the warranty date, the dwelling shall be free from major construction defects due to noncompliance with building standards.

City shall refer all claims of statutory Warranty to CTC which shall inspect same and, where appropriate, make repair or replacement with shared responsibility for expense.

13. **Applicable Law.** All parts of this Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
14. **Housing and Redevelopment Act.** Contractors or subcontractors must provide performance bonds, or suitable alternative guarantees of performance acceptable to City, which bonds shall be the same as prescribed by the Minnesota Housing and Redevelopment Act, and all contractors or subcontractors acknowledge that this Agreement shall be subject to the terms of the Minnesota Housing and Redevelopment Act.
15. **Cooperation Between Parties.** The parties shall cooperate with each other in the performance of any work required by them respectively, to the end that neither shall cause the other any delay nor interference with the due prosecution of the work of the other in any manner whatsoever.
16. **Premises Kept Clean.** CTC shall at all times keep the premises and public streets free from an accumulation of waste materials or rubbish caused by its employees, students, or subcontractors and at the completion of the work shall remove all waste and excess material, rubbish, and equipment so as to leave the work and premises neat, clean and ready for the purpose for which they intended. City will provide a dumpster for this purpose.
17. **Data Practices.** Both parties agree that they comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13.
18. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered personally or by registered or certified mail, postage prepaid and return receipt requested, as follow (or to such other address as the parties shall designated by Notice to the other in accordance with this section) and shall be deemed to have been given as of the date of personal delivery or as of the date on the receipt or registered or certified mail delivery by the Postal Service.

North East Metro Career & Technical Center

Title: Jill Stewart-Kellar, Principal and Assistant Director of Career and Technical Education
Address: 3300 Century Ave North, White Bear Lake, MN 55110
Tel: (651) 415-6510
E-mail: jstewar@916schools.org

City of North St. Paul Housing and Redevelopment Authority

Title: Brian Frandle, Executive Director
Address: 2400 Margaret Street, North St. Paul, MN 55109
Tel: (651)747-2472
E-mail: Brian.Frandle@northstpaul.org

IN WITNESS WHEREOF, the parties hereto, pursuant to proper authority as granted by the governing boards of the parties hereto, have caused this Agreement to be executed by their properly and duly authorized officers, the day and year first written above.

City of North Saint Paul HRA

North East Metro Career & Technical Center

By: _____
John Monge
Chair

By: _____
Val Rae Bo
Superintendent

Date: _____

Date: _____

By: _____
Brian Frandle
Executive Director

By: _____
Jill Stewart-Kellar
Principal / Assistant Director

Date: _____

Date: _____

EXHIBIT A

Property address of 2170 Eldridge Avenue E is legally described as follows:

PIN# 142922110047

Lots 8, 9, and 10, Block 13, Fifth Addition to North St. Paul, Ramsey County, Minnesota, according to the recorded plat thereof.

The lot will be split to create the new addresses of 2170 and 2172 Eldridge Avenue E. The address of this JPA home building site shall be 2170 Eldridge Avenue E.