

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

(1) WHEREAS, an Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the "Urban Renewal Plan"), for the Original Townsite Project, Minnesota R-27, (hereinafter referred to as the "Project") has been adopted by the Housing and Redevelopment Authority of the City of Moorhead, Minnesota on the 29th day of November, 1966, and approved by the City Council of the City of Moorhead, Minnesota on the 5th day of December, 1966, and thereafter amended by Amended Urban Renewal Plan dated July 13, 1971, and approved by the City Council of the City of Moorhead, on August 2, 1971 and thereafter amended by Amended Urban Renewal Plan dated December 1, 1971, and approved by the City Council of the City of Moorhead, on April 17, 1972 which Urban Renewal Plan, as it exists on the date hereof, was recorded in the office of the Register of Deeds of the County of Clay on the 14th day of June, 1972 and is recorded as Microfilm Document Number 305 796; and

(2) WHEREAS, the Housing and Redevelopment Authority of the City of Moorhead, Minnesota is the owner and holder of record of fee simple title to certain real property located in the Project Area; and

(3) WHEREAS, pursuant to the Amended Urban Renewal Plan and Chapter 462, and acts amendatory thereof, of the laws of the State of Minnesota, the Housing and Redevelopment Authority of the City of Moorhead, Minnesota, is authorized to sell individual portions of land in the Project Area;

NOW THEREFORE, THIS DEED, made this 5th day of September, in the year 1973, by and between the Housing and Redevelopment Authority of the City of Moorhead, Minnesota (hereinafter referred to as the "Grantor"), acting herein pursuant to the above-mentioned Act, and the City of Moorhead, Minnesota (hereinafter referred to as the "Grantee"), a municipal corporation, having its office in the Moorhead City Hall, in the City of Moorhead, Minnesota.

WITNESSETH, that for and in consideration of the sum of

receipt whereof is hereby acknowledged, the Grantor does, by this Quit Claim Deed, grant, bargain, quit-claim and convey unto the Grantee, its successors and assigns, forever all that tract or parcel of land lying and being in the City of Moorhead, County of Clay, State of Minnesota, bounded and described as follows, to-wit:

Tract "A"

Part of Proposed Lot 1, Block 4, Moorhead Urban Renewal
First Addition

That part of the Original Townsite of Moorhead, Holes Addition, and Saumweber's Subdivision, all in Moorhead, Clay County, Minnesota, according to the plats thereof on file and of record with the Clay County Register of Deeds, described as follows:

Commencing at the Southwest corner of Block 46, said Original Townsite; thence South 89°58'50" West (assumed bearing) along the North line of Center Avenue extended (Original Townsite platted as Front Street now known as Center Avenue) for a distance of 3.56 feet; thence North 00°03'09" West for a distance of 316.52 feet to the TRUE POINT OF BEGINNING; thence continuing North 00°03'09" West for a distance of 39.67 feet; thence North 89°56'51" East for a distance of 116.34 feet; thence South 00°03'09" East for a distance of 205.91 feet; thence North 89°57'50" East for a distance of 539.01 feet; thence North 00°00'44" West for a distance of 116.93 feet to a point on the Southerly line of the Burlington Northern Inc. (formerly Great Northern Railroad) right-of-way, being a point on a curve, radius 1662.28 feet, whose tangent bears North 81°52'55" West; thence Northwesterly along said curve, radius 1662.28 feet, deflecting from said tangent to the right, an arc length of 897.42 feet, central angle 30°55'57"; thence South 89°56'33" West, parallel to and 60.00 feet South of, measured at right angles to, the Southerly right-of-way line of Second Avenue North (formerly Kennedy Street) for a distance of 451.99 feet; thence South 00°05'37" East for a distance of 153.07 feet; thence South 89°59'37" East for a distance of 80.00 feet; thence South 00°05'37" East for a distance of 73.14 feet; thence North 89°56'51" East for a distance of 454.76 feet; thence South 00°03'09" East for a distance of 79.67 feet; thence North 89°56'51" East for a distance of 73.66 feet to the TRUE POINT OF BEGINNING, containing 5.603 acres, more or less. Subject to and reserving unto the Housing and Redevelopment Authority of the City of Moorhead, its successors and, or assigns, an easement and right to place footings for a distance of 4 feet and extend columns for a distance of 1 foot for buildings which will be constructed along all or any part of the West and South lines of the above described tract or parcel of land, which footings may encroach on the land herein conveyed for a distance not to exceed 4 feet and which columns may encroach on the land herein conveyed for a distance of not to exceed 1 foot. Further subject to an easement of record for ingress and egress over the following described tract located therein: Commencing at the TRUE POINT OF BEGINNING of

Tract "A" above described, thence continuing North 00°03'09" West for a distance of 39.67 feet; thence North 89°56'51" East for a distance of 116.34 feet; thence South 00°03'09" East for a distance of 205.91 feet; thence North 89°57'50" East for a distance of 62.77 feet to the POINT OF BEGINNING to which this easement applies: thence from said POINT OF BEGINNING North 00°00'44" West a distance of 25 feet; thence North 89°57'50" West a distance of 25 feet; thence South 00°00'44" West a distance of 25 feet; thence North 89°57'50" East a distance of 25 feet to the POINT OF BEGINNING to which this easement applies. Further subject to and reserving unto the Housing and Redevelopment Authority of the City of Moorhead, its successors and/or assigns, an easement for door openings 5 feet wide along all of the South and all of the West lines of the above described tract of land.

Tract "B"

Lots 1 and 2 of Block 5 of the proposed Moorhead Urban Renewal First Addition, Moorhead, Minnesota, also described as parts of Blocks 60 and 62 of the Original Townsite of Moorhead, Minnesota, and parts of Block A of White's Third Addition, and Auditor's Outlots E1 and J1, Clay County, Minnesota, and described as follows:

Beginning at the Northeast corner of Lot 23, Block 50, Original Townsite, Moorhead, Minnesota; thence North 00°05'37" East (assumed bearing) along the East line of said Lot 23 extended for a distance of 88.78 feet; thence North 89°59'37" West for a distance of 341.32 feet to a point on the curve, radius 400.91 feet, whose tangent bears South 00°03'27" East; thence Southeasterly along said curve deflecting from said tangent to the left, an arc length of 89.87 feet, central angle 12°50'36"; thence North 89°56'51" East a distance of 23.26 feet; thence South 36°32'57" West a distance of 198.14 feet; thence North 00°03'56" West a distance of 159.28 feet; thence North 89°56'51" East a distance of 190.40 feet, more or less, to the point of beginning, and containing 0.906 acres.

Tract "C"

Proposed Lot 12, Block 4, Moorhead Urban Renewal First Addition

That part of the Original Townsite of Moorhead, Clay County, Minnesota, according to the plat thereof on file and of record with the Clay County Register of Deeds, described as follows:

Commencing at the Southwest corner of Block 46, said Original Townsite; thence South 89°58'50" West (assumed bearing) along the North line of Center Avenue extended (Original Townsite platted as Front Street now known as Center Avenue) for a distance of 193.56 feet to the TRUE POINT OF BEGINNING; thence continuing South 89°58'50" West for a distance of 318.16 feet to a point of tangential curve to the right, radius 20.00 feet; thence Northerly along said curve an arc length of 31.39 feet, central angle 89°55'33"; thence North 00°05'37" West for a distance of 154.58 feet; thence North 89°56'51" East for a distance of 338.26 feet; thence South

00°03'09" East for a distance of 24.33 feet; thence South 89°56'51" West for a distance of 23.00 feet; thence South 00°03'09" East for a distance of 75.00 feet; thence North 89°56'51" East for a distance of 23.00 feet; thence South 00°03'09" East for a distance of 75.41 feet to the TRUE POINT OF BEGINNING, containing 1.317 acres, more or less. Subject to and reserving unto the Housing and Redevelopment Authority of the City of Moorhead, its successors and, or assigns, an easement and right to place footings for a distance of 4 feet and extend columns for a distance of 1 foot for buildings which will be constructed along the North line and the East line of the above described tract or parcel of land, which footings may encroach on the land herein conveyed for a distance not to exceed 4 feet and which columns may encroach on the land herein conveyed for a distance of not to exceed 1 foot. Further subject to and reserving unto the Housing and Redevelopment Authority of the City of Moorhead, its successors and/or assigns, an easement for door openings along the North 5 feet and the East 5 feet of the above described tract of land.

Tract "D"

Part of the proposed Lot 1, Block 4, Moorhead Urban Renewal First Addition, Moorhead, Minnesota, also described as those parts of Block 60 and Block 62 of the Original Townsite of Moorhead, Clay County, Minnesota, according to the plat thereof on file and of record with the Clay County Register of Deeds described as follows:

Commencing at the Southwest corner of Block 46, said Original Townsite; thence South 89°58'50" West (assumed bearing) along the North line of Center Avenue (Original Townsite platted as Front Street now known as Center Avenue) for a distance of 511.72 feet to the point of tangential curve to the right, radius 20.00 feet; thence along said curve an arc length of 31.39 feet, central angle 89°55'33"; thence North 00°05'37" West for a distance of 449.05 feet; thence North 89°59'37" West for a distance of 80.00 feet to the TRUE POINT OF BEGINNING; thence continue North 89°59'37" West for a distance of 341.27 feet; thence North 00°03'27" West for a distance of 132.69 feet to a point of tangential curve to the right, radius 20.00 feet; thence along said curve an arc length of 31.42 feet, central angle 90°00'00"; thence North 89°56'33" East for a distance of 321.17 feet; thence South 00°05'37" East a distance of 153.07 feet to the TRUE POINT OF BEGINNING, and containing 52,095 square feet, more or less.

To have and to hold the same, together with all and singular, the hereditaments and appurtenances thereunto belonging or in any wise appertaining, to the said Grantee, its successors and assigns, forever.

Provided, however, that this Deed is made and executed upon and is subject to

certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and FIFTH, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees, and lessees forever to these covenants and conditions which covenants and conditions are as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or approved modifications thereof;

SECOND: The Grantee shall pay applicable real estate taxes or assessments on the property hereby conveyed or any part thereof when due and shall not place thereon any encumbrance or lien other than for temporary and permanent financing of construction of the Improvements on the property hereby conveyed as provided for in the Construction Plans, submitted to the Grantor in accordance with Section 1 of Article II of the Contract of Sale dated the _____ day of _____, 197____, between the parties hereto, (hereinafter referred to as the "Contract of Sale") which Contract of Sale is duly recorded among the Land Records of the County of Clay, State of Minnesota as Microfilm Document Number _____ and for additional funds, if any, in an amount not to exceed the consideration herein specified, and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee have been completed;

THIRD: The Grantee shall commence promptly the construction of the aforesaid Improvements on the property hereby conveyed in accordance with the said Construction Plans and shall prosecute diligently and construction of said Improvements to completion: Provided, that in any event, construction shall commence within _____ days from the date of this deed and shall be completed within _____ days from the commencement of such construction;

FOURTH: Until the Grantor certifies that all the aforesaid Improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed, and, except as security for obtaining financing permitted by this Deed, there shall be no significant change in the ownership of such property;

FIFTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use of occupancy of the property hereby conveyed or any part thereby or of any Improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on December 6, 1991. The covenants and agreements contained in covenants numbered SECOND, THIRD and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay applicable real estate taxes or assessments on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

In case of the breach or violation of any one of the covenants numbered

SECOND, THIRD and FOURTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within 60 days after written demand by the Grantor so to do with respect to covenant numbered FOURTH and three (3) months after written demand by the Grantor so to do with respect to covenants numbered SECOND and THIRD (Provided, That a breach or violation with respect to the portion of covenant numbered THIRD, dealing with completion of the Improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor so to do) or any further extension thereof that may be granted by the Grantor in its sole discretion, then all estate, conveyed under this Deed, shall cease and determine, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors or assigns, shall be entitled to and may of right enter upon and take possession of the said property: Provided, That any such revesting of title to the Grantor:

- (1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way
 - (i) the lien of any mortgage or Deed of Trust permitted by this Deed; and
 - (ii) any rights of interest provided in the Contract of Sale for the protection of the trustees of any such Deed of Trust or the holders of any such mortgage; and
- (2) In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above described property or any part thereof in the Urban Renewal Plan. Upon such resale of the property the proceeds thereof shall be applied:

First: to reimburse the Grantor, on its own behalf or on behalf of the City of Moorhead, Minnesota for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and its successors or transferees; and

Second: to reimburse the Grantee, its successors or transferees up to an amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursements shall be retained by the Grantor.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH, and the United States shall be deemed a beneficiary of the covenant numbered FIFTH, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor, in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered FIFTH, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned Improvements in accordance with the provisions of the Construction plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Contract of Sale. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract or Sale and in this Deed obligating the Grantee and its successors and assigns, with respect to the construction of the Improvements and the dates for beginning and completion thereof.

The certification shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in 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.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Quit Claim Deed on its part have been complied with and that all things necessary to constitute this Quit Claim Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Quit Claim Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Quit Claim Deed.

This Deed is also given and accepted subject to the following:

- (1) Easements for public streets, sewer and water utilities, and such other easements of rights-of-way as are designated approximately in the Renewal Plan.
- (b) Reservations to the State of Minnesota in trust for the taxing districts concerned of minerals and mineral rights in those portions of the Property and title to which may have at any time heretofore been forfeited to the State of Minnesota for non-payment of real estate taxes.

- (c) Provision of the ordinances, building and zoning laws of the City of Moorhead, state and federal laws and regulations insofar as they affect this real estate.
- (d) Taxes payable subsequent to the date of this conveyance and to all special assessments and installments thereof payable with said taxes.

IN TESTIMONY WHEREOF, the said Housing and Redevelopment Authority of the City of Moorhead, Minnesota has caused these presents to be signed in its corporate name on the 5th day of September, 1973, by R. Emmett O'Meara, its Chairman, attested by Hilding O. Hagen, its Secretary, and its corporate seal to be hereunto affixed.

IN TESTIMONY WHEREOF, the said City of Moorhead has caused these presents to be signed in its corporate name on the 9th day of August, 1973, by Dwaine H. Hoberg its Mayor, attested by Everett B. Lecy its City Clerk, and its corporate seal to be hereunto affixed.

Michael Ryan
(Witness)

James Bye
(Witness)

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF MOORHEAD, MINNESOTA

By R. Emmett O'Meara
Chairman

A T T E S T
By Hilding O. Hagen
Secretary

SEAL

CITY OF MOORHEAD, MINNESOTA

By Dwaine H. Hoberg

Susan Pramkus
(Witness)

Linda Ann
(Witness)

A T T E S T
By Everett B. Lecy
City Clerk

SEAL

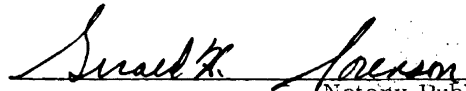
This deed is given by the Housing and Redevelopment Authority of the City of Moorhead and therefore no deed stamps are due the State of Minnesota for this deed.

This instrument was drafted by:
Dosland, Dosland, Nordhougen & Mickelberg
American State Bank Building
Moorhead, Minnesota

MOORHEAD CITY ACKNOWLEDGEMENT

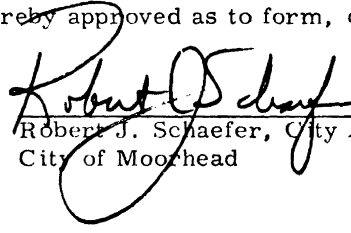
STATE OF MINNESOTA)
) SS.
COUNTY OF CLAY)

On this 9th day of August, 1973, before me, a Notary Public within and for said County, personally appeared Dwaine H. Hoberg and Everett B. Lecy, to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and the Clerk of the City of Moorhead, Minnesota, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument is the seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said Dwaine H. Hoberg and Everett B. Lecy acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
Clay County, Minnesota
My Commission Expires SEPT. 30, 1977

The above foregoing document is hereby approved as to form, content and execution.



Robert J. Schaefer, City Attorney
City of Moorhead

AUTHORITY ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF CLAY)

On this 27 day of August, 1973, before me, a Notary Public within and for said County, personally appeared R. Emmett O'Meara and Hilding O. Hagen, to me personally known, who, being each by me duly sworn, did say that they are respectively the Chairman and the Secretary of the Housing and Redevelopment Authority of the City of Moorhead, Minnesota, the Authority named in the foregoing instrument, and that the seal affixed to said instrument is the seal of said Authority, and that said instrument was signed and sealed in behalf of said Housing and Redevelopment Authority of the City of Moorhead, Minnesota, by authority of its Board of Commissioners, and said R. Emmett O'Meara and Hilding O. Hagen acknowledged said instrument to be the free act and deed of said Authority.

Dorothy Lepars
Notary Public
Clay County, Minnesota
My Commission expires: 4/25/74

Exempt from state deed tax

City of Moorhead
County Treasurer

Taxes paid and transfer
entered this 30 day of
August 1974

Karlina A. Beckwith
COUNTY AUDITOR

STATE OF MINNESOTA }
COUNTY OF CLAY } SS.

I hereby certify that the within instrument was filed in this office for record on the 8th day of May A.D. 1984 at 8:25 o'clock A.M. and was duly Recorded on Micro Card # 381433

Hubert M. Gumbrecht
County Recorder

cc Deputy.

N/c city of moorhead