**City of North St. Paul**
**Planning Commission**
**Special Meeting Agenda**

**June 28, 2022**
**6:30 PM**

The Planning Commission Meeting will be conducted on **June 28, 2022** at 6:30 p.m. The meeting location is the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

The Planning Commission will also be meeting by interactive TV under Minn. Stat. 13D.02. Members of the public are permitted to attend the meeting in person, however, it is encouraged to participate in the meeting remotely. Instructions can be found below.

The **June 28, 2022 Zoom meeting can be accessed via:** https://tinyurl.com/NSPplanning
(**from a PC, Mac, tablet, iPhone or Android device)**
**Meeting ID: 821 4097 2224**
**Password: 362656**
**or by phone at 1-929-205-6099**
Participants accessing the meeting by phone please use the following meeting ID: 87556902183

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

The Planning Commission Zoom meeting will be 'open to the public to listen in, but will be muted from contributing at all times with the exception of a Public Hearing and open to the public forum.

**Please join the meeting early to test your audio and video settings. If you join via a device and your audio is not working, you may need to use the dial-in phone number option in order to be heard.**

I. **Call to Order**

II. **Roll Call**
COMMISSION
Elaine Barton, Commission Chair
John Monge, Commission Vice-Chair
Patrick Blees, Commissioner
Erik Brenna, Commissioner
Rick Gelbmann, Commissioner
Cameron Muhic, Commissioner
Andrew Wise, Commissioner
Lisa Wong, Commission City Council Liaison

STAFF
Brandy Howe, Planning Consultant
Lisa Ritchie, Planning Secretary

**III. Adopt Agenda**

**IV. Meeting Open to the Public**

*This Open Forum is an opportunity for persons to address the Planning Commission on items not on the agenda. A completed public comment form should be presented to the staff liaison prior to the meeting. Comments will be limited to 3 minutes per person. While the Commission may ask clarifying questions of the speaker, no formal action by the Commission or discussion will be held on these items.*

**V. Commission Business, Action Items & Recommendations**

A. Consider a Purchase Agreement for 2170 Eldridge Ave. for the Student –Built House program.

**VI. Reports from Staff**

**VII. Reports from Council Liaison**

**VIII. Reports from Commissioners**

**IX. Adjournment**

**The next regularly scheduled Planning Commission meeting is Thursday, July 7th**

NORTH ST. PAUL
extraordinary.

Agenda Information Memorandum

| To | Date |
|---|---|
| Planning Commissioners | June 28, 2022 |

## Agenda Placement #

Commission Business, Action Items & Recommendations

## Subject

Consider a Purchase Agreement for 2170 Eldridge Ave. for the Student –Built House program.

## Background/Facts

On April 19 and May 3, the Housing and Redevelopment Authority (HRA) met in closed session to discuss the purchase of the vacant house located at 2170 Eldridge Avenue East. The purpose of that purchase would be to:

- Demolish a vacant house that, while a formal analysis on its condition has not been done, appears to be blighted and substandard;
- Work with a builder (or builders) to construct two homes on the property. City Planner Brandy Howe concluded that the lot would meet requirements to allow the construction of two homes.
- At the present time, the intended builder would be the Student Built Housing Program operated by School District 916.

Based on the discussion at the previous HRA meetings, legal counsel has prepared a purchase agreement in the amount of $225,000.

It was pointed out that per ordinance, the planning commission should have reviewed and provided a written recommendation prior to the resolution being adopted by the HRA. A copy of that ordinance is attached for your reference. There is the potential to split the lot into 2 for the development of 2 new homes. Note: Also included is the property information and a photo of the existing house that is planned to be demolished.

## Recommended Action

## Attachments

1. HRA Resolution 2022-001
2. Purchase Agreement
3. Next Steps
4. ParcelID
5. New pics

Respectfully submitted,
Lisa Ritchie, Administrative Assistant

**CITY OF NORTH ST. PAUL**
**HOUSING AND REDEVELOPMENT AUTHORITY**
**RAMSEY COUNTY, MINNESOTA**

**RESOLUTION NO. 2022-001**

# RESOLUTION APPROVING THE PURCHASE AGREEMENT FOR THE ACQUISITION OF 2710 ELDRIDGE AVE. E.

**WHEREAS,** the City of North St. Paul Housing and Redevelopment Authority ("HRA") is tasked with purchasing vacant and/or blighted and/or substandard homes for redevelopment;

**WHEREAS,** in furtherance of this goal, the HRA is proposing to acquire certain property located at 2710 Eldridge Ave. E., North St. Paul, Minnesota (PID 122922340077) ("Property");

**WHEREAS,** the home located on the Property is vacant and is in a poor and substandard condition;

**WHEREAS,** the purpose of acquiring this house is to demolish it and replace it with 1-2 newly constructed single-family homes;

**WHEREAS,** the City of North St. Paul Housing and Redevelopment Authority ("HRA") is proposing to acquire certain property located at 2710 Eldridge Ave. E., North St. Paul, Minnesota (PID 122922340077) ("Property");

**WHEREAS,** the HRA is proposing to enter into a purchase agreement substantially in the form attached hereto ("Purchase Agreement") for the acquisition of the Property.

**NOW, THEREFORE, BE IT RESOLVED** by the City of North St. Paul Housing and Redevelopment Authority that:

1. The Purchase Agreement is hereby approved, subject to negotiation minor modifications to terms approved by the Executive Director and City Attorney; and

2. The Executive Director and Chair of the HRA are authorized and directed to finalize the negotiation of the Purchase Agreement, execute all documents, and take all appropriate measures to acquire the Property.

**ADOPTED** this 7th day of June, 2022.

Motion by Commissioner
Second by Commissioner

Voting: Aye:
Nay:
Abstain:
Absent:

Terrence J. Furlong, Chair

Attest: __________________________________
John Stark, Executive Director

**EXHIBIT A**

*[attach purchase agreement and addendum]*

# PURCHASE AGREEMENT

**1. PARTIES.** This Purchase Agreement is made on the _______ day of __________________, 2022, (the "Effective Date") by and between the **NORTH SAINT PAUL HOUSING AND REDEVELOPMENT AUTHORITY,** a political subdivision of the State of Minnesota, located at 2400 Margaret Street, North Saint Paul, Minnesota 55109 ("Purchaser"), and **FAHIMA PROPERTY GROUP CORP** a Minnesota Corporation located at 3641 Chicago Ave S, Minneapolis MN 55407 and **NEWBRIDGE CAPITAL SOLUTIONS LLC**, a Minnesota company, located at 3116 Columbus Ave S, Minneapolis MN 55407 ("Sellers").

**2. OFFER/ACCEPTANCE.** Purchaser agrees to purchase and Seller agrees to sell that certain real property located at 2170 Eldridge Ave. E., North St. Paul, Minnesota, 55109, PID 012922340013 ("Property"), all as legally described in attached Exhibit "A", including buildings, together with all other existing improvements located thereon, all appurtenant rights, easements, mineral rights, and all right, title and interest of Seller in and to all streets, alleys; strips, gores and rights-of-way over or abutting said land, and together with all improvements and fixtures located thereon, including without limitation, all water and sewer taps, all equipment used in connection with the operation thereof, such as elevators, security and alarm systems, and heating and air conditioning systems (all of the foregoing hereinafter collectively referred to as the "Real Property").

**3. PRICE AND TERMS.** The price for the Property included under this Purchase Agreement is Two Hundred Twenty-Five Thousand and No/100 Dollars ($225,000.00) which Purchaser will pay in, in cash or certified funds on the Date of Closing.

**4. DEED/MARKETABLE TITLE.** Upon performance by Purchaser, Seller shall execute and deliver a **Warranty Deed**, conveying good and marketable title of record to Purchaser, subject to only to the following exceptions (collectively, "Permitted Exceptions"):

(a) Building and zoning laws, ordinances, state and federal regulations;

(b) The lien of real property taxes and the lien of special assessments and interest due thereon, if any, payable in the year of closing which by the terms of the Purchase Agreement are to be paid or assumed by Purchaser.

**5. TITLE INSURANCE BY SELLER**. Within fifteen (15) days of the date of this Agreement, Purchaser shall be responsible for obtaining title evidence and reviewing title to the Property. Purchaser shall be allowed fifteen (15) days after the receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

Seller shall have 90 days from receipt of Purchaser's written title objections to make title marketable. Upon receipt of Purchaser's title objections, Seller shall, within ten (10) business days, notify Purchaser of Seller's intention to make title marketable within the 90 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Seller shall use all commercially reasonable efforts to correct any objections to title. Pending correction of title, all payments required herein and the closing shall be postponed. Upon correction of title and within ten (10) days after written notice to Purchaser, the parties shall perform this Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, the Purchaser (at Purchaser's option) shall have the right to: (a) terminate this Agreement without any liability on its part in exchange for a quit claim deed for the Property; or (b) waive such objections and take title to the Property subject to such objections.

**6. TAXES AND SPECIAL ASSESSMENTS**.

(a) Taxes. General real estate taxes payable in the years prior to the year of closing and installments of special assessments will be paid by the Seller. Real estate taxes payable in the year of Closing shall be prorated between Seller and Purchaser on a calendar year basis to the Closing Date. Seller shall pay on or before the Date of Closing all pending special assessments that are due prior to the Closing. The Purchaser shall pay at Closing any deferred real estate taxes or special assessments payment of which is required as a result of the closing of this Agreement. The Purchaser shall pay real estate taxes due and payable in the year following closing and thereafter.

(b) Utilities. Final readings on all gas, water and electric meters shall be made as of the Closing Date, or as soon thereafter as is possible. Seller shall be responsible for all charges for consumption of utilities through the Closing Date and Purchaser shall be responsible for utility charges after Purchaser takes possession of the Property. All deposits or bonds for utility services to the Property shall be transferred to Purchaser at Closing.

(c) Operating Costs. Other operating costs shall be prorated between the Seller and Purchaser as of the Closing Date, with Seller paying all such items applicable to the period through the Closing Date and the Purchaser all such items to the period thereafter. If the actual amounts to be prorated are not known at Closing, the proration shall be computed on the basis of the best evidence then available; when actual figures are available, a cash settlement shall be made between the Seller and Purchaser.

(d) Prorations. All prorations under this Section shall be made as though Seller owned the Property through midnight of the Closing Date, with all income and expenses for the Closing Date attributable to Seller.

**7. POSSESSION/PERSONAL PROPERTY AND FIXTURES.** Seller shall deliver possession of the Property to Purchaser on the Date of Closing. Prior to Closing, Seller shall have removed all personal property from the Property. Prior to Closing, Seller may also remove fixtures located on the Property at Seller's sole cost and expense. Any possessions or property remaining on the Property after Closing may be considered by the Purchaser to have been abandoned. Purchaser may dispose of the possessions and personal property in the manner that Purchaser deems appropriate.

**8. DAMAGES TO PROPERTY.** If the Property is materially or substantially damaged before Closing, Purchaser may rescind this Agreement by notice to Seller within 3 days after Seller notifies Purchaser of such damage or Purchaser otherwise becomes aware of such damage.

**9. SELLER'S BOUNDARY LINE, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. Seller warrants that the Property is not subject to a lien for Medical Assistance or other public assistance. These warranties shall survive the delivery of the Deed.

**10. SELLER'S COVENANTS AND REPRESENTATIONS.** Seller hereby represents and covenants to the Purchaser as follows:

(a) That Seller has the requisite power and authority to enter into this Purchase Agreement and the closing documents relating thereto to be signed by it; that the execution, delivery and performance by Seller of such documents do not conflict with or result in violation of any judgment, order or decree of any court to which Seller is a party; such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms.

(b) On the Date of Closing there will be no (a) outstanding leases or occupancy agreements, or (b) outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for or for which Seller shall make arrangements to pay off; and Seller shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the Property that were made at the request of Seller, its agents, or contractors, prior to the Date of Closing and any mortgages or other such similar encumbrances.

(c) Until the Date of Closing, except as otherwise provided in this Purchase Agreement, Seller shall maintain the land associated with the Property in its present condition.

(d) Seller shall deliver to Purchaser a written notice of the commencement of any legal action by any governmental authority or third party materially affecting the Property and will make no concessions or settlements with respect to any such action materially affecting the Property without Purchaser's prior written consent, which shall not be unreasonably withheld or conditioned.

(e) Seller is not a foreign person; as such term is defined in Section 1445(f) (3) of the Internal Revenue Code of 1986, as amended, and shall deliver an affidavit to that effect at closing, which shall be in form and substance reasonably acceptable to Purchaser.

(f) To the best of Seller's knowledge (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. §6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds or pesticides ("Hazardous Materials") have been generated, treated, stored, released or disposed of or otherwise placed, deposited in or located on the Property except as allowed by law; and (ii) the Property is free of Hazardous Materials and is not subject to any "superfund" type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Property. Seller shall indemnify and hold Purchaser harmless from any and all claims, causes of action, damages, losses, or costs (including reasonable lawyer's fees) relating to breach of the foregoing representations and warranties by Seller or to hazardous substances or petroleum products in the subsoil or ground water of the Property or other property in the area which arise from or are caused by acts or occurrences upon the Property prior to Purchaser taking possession.

(g) To the best of the Seller's knowledge, there are no above ground tanks in or about the Property. To the extent such tanks exist, each will be duly registered with all appropriate regulatory and governmental bodies and will be removed or brought in to compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements at the Seller's expense.

(h) Seller will indemnify Purchaser, its successors and assigns, against, and will hold Purchaser, its successors and assigns harmless from, any expenses or damages, including reasonable attorney's fees, that Purchaser incurs because of the breach of any of its representations and warranties, whether such breach is discovered before or after the conveyance of the Property for a period of two (2) years following the Date of Closing as defined below.

(i) There are no tenants in the Property, and there are no parties in possession or with right to possession of the Property other than Seller.

**11. ACCESS TO PROPERTY AND ENVIRONMENTAL REVIEW.** The Purchaser and its agents shall have the right to enter upon the Property for the purpose inspecting the Property and conducting such environmental examination and tests as the Purchaser deems necessary. The Seller agrees to provide Purchaser with copies of all reports in Seller's possession or control relating to the environmental condition of the Property. The Purchaser agrees to indemnify the Seller against any liens, claims, losses, or damage occasioned by Purchaser's exercise of its right to enter and inspect the Property. The Purchaser agrees to provide the Seller with copies of environmental reports, if any, that the Purchaser obtains as the result of the Purchaser's inspection and examination of the

Property.

**12. SELLER'S AFFIDAVIT.** At closing, Seller shall supplement the warranties and representations in this Purchase Agreement by executing and delivering a Minnesota Uniform Conveyancing Blank [Form No. 116-M, 117-M, or 118-M] Affidavit of Seller ("Seller's Affidavit").

**13. WELL DISCLOSURE.** *[Check one of the following: ]*

_X__ Seller certifies that Seller does not know of any wells on the Property.

____ Wells on the Property are disclosed by Seller on the attached Well Disclosure form.

**14. DISCLOSURE OF INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEM.** *[Check one of the following: ]*

__X_ Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property.

____ Individual on-site sewage treatment systems on the Property are disclosed by Seller on the attached Disclosure form.

**15. METHAMPHETINE DISCLOSURE.** To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

**16. PROTECTED HISTORICAL SITES.** To Seller's knowledge, the Property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Purchaser's obligation to close is contingent upon Purchaser determining to Purchaser's satisfaction that the Property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.

**17. DISEASED TREES.** Seller has not received any notice from any governmental authority as to the existence of, and Seller has no knowledge of, any Dutch elm disease, oak wilt, or other disease of any trees on the Property.

**18. LIEN FOR MEDICAL ASSISTANCE.** Seller indicates that the Property IS NOT subject to a lien for Medical Assistance or other public assistance.

**19. LEAD PAINT DISCLOSURE**. [*Check one of the following*]

_____Seller represents that the dwelling was constructed on the real property in 1978 or later.

__X__Seller represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Purchase Agreement is "LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978".)

___ Seller represents that the lead paint disclosure is not applicable as there is no dwelling constructed on the real property.

**20. POSSESSION.** Seller shall deliver possession of the Property not later than the actual Date of Closing.

**21. CLOSING.** The closing (the "Closing") shall be at a location designated by Purchaser, and shall occur on or before _________, 2022 ("Closing Date"). At closing, Seller and Purchaser shall disclose their Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

**22. CLOSING DOCUMENTS**.

(a) At the Closing, Seller shall execute and/or deliver to Purchaser the following (collectively the "Closing Documents"):

(1) **Warranty Deed**. A Warranty Deed in recordable form conveying title in accordance with this Agreement.

(2) **Seller's Affidavit**. A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

(3) **Non-Foreign Person Certification**. A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Seller is not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.

(4) **Storage Tanks**. If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.

(5) **Well Certificate**. If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.

(6) **Bring-down Certification**. A certification that the representations and/or warranties made by Seller are materially the same as were in existence on the date of this Agreement or noting any changes thereto.

(7) **Keys.** All keys owned by and in possession of Seller used in connection with the Property including key cards, security codes and combinations.

(8) **Other Documents**. All other documents reasonably determined by either party and the title insurance company to be necessary to transfer and provide title insurance for the Property.

**23. CLOSING COSTS**. All costs relating to the closing of this transaction shall be allocated according to standards in the industry, except as allocated below:

(a) Seller shall pay:

(i) One-half of the closing fee;
(ii) Costs of issuing the title commitment;
(iii) The State deed tax;
(iv) Pro-rated real property taxes; and
(v) Conservation fee attributable to said deed.

(b) Purchaser shall pay:

(i) Recording fee for the Warranty Deed;
(ii) One-half of the closing fee,
(iii) The premium for owner's title insurance;
(iv) The cost of engineers or other consultants, if any, engaged by the Purchaser regarding the Property; and
(v) Pro-rated real property taxes.

**24. PURCHASER'S CONTINGENCIES.** The obligations of the Purchaser under this Agreement are expressly contingent upon each of the following (the "Purchaser's Contingencies"):

(a) The Purchaser shall have determined on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of any environmental/soil investigations and tests of the Property conducted by the Purchaser, the costs of which shall be the responsibility of the Purchaser.

(b) Purchaser shall have determined on or before the Closing Date, that it is satisfied, in its sole discretion, with the title to the Property.

(c) All of the covenants, representations, and warranties made by the Seller shall be true and correct as of the Closing Date.

If the Purchaser's Contingencies have not been satisfied on or before the Closing Date, then the Purchaser may, at the Purchaser's option, terminate this Agreement by giving notice to the Seller on or before the Closing Date. The contingencies set forth in this section are for the sole and exclusive benefit of the Purchaser, and the Purchaser shall have the right to waive the contingencies by giving notice to the Seller.

**25. DEFAULT.**

(a) If Seller defaults under this Agreement, Purchaser may elect to: (i) enforce the specific performance of this Agreement, (ii) terminate this Agreement and be relieved of its obligations hereunder; or (iii) pursue any remedies available to it at law or in equity. No delay or omission in the exercise of any right or remedy accruing to Purchaser upon any breach by Seller under shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Purchaser of any condition or the breach of any other term, covenant, or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. All rights, powers, options or remedies afforded to Purchaser, either hereunder or by law or equity, shall be cumulative and not alternative, and the exercise of one right, power, option, or remedy shall not bar any other rights, powers, options or remedies allowed hereunder or by applicable law.

(b) In the event that Purchaser fails to consummate the transaction contemplated herein for any reason, except the default by Seller or the failure of Seller to satisfy any of the conditions to the Purchaser's obligations set forth herein, the Seller shall be entitled, as their sole remedies, to cancel and terminate this Agreement in the manner provided by applicable law. No delay or omission in the exercise of any right or remedy accruing to Seller upon any breach by Purchaser under this Agreement shall impair such right or remedy accruing to Seller upon any breach by Purchaser under this Agreement or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

**28. NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Agreement shall be interpreted as creating a partnership or joint venture among the parties.

**29. NO BROKER COMMISSIONS.** Each party represents and warrants to the other parties that there is no broker involved in this transaction with whom the warranting party has negotiated or to whom the warranting party has agreed to pay a broker commission. Each party agrees to indemnify the other parties for any and all claims for brokerage commissions or finder's fees in connection with negotiations for the purchase and sale of the Property arising out of any alleged agreement or commitment or negotiation by the indemnifying party.

**30. TIME IS OF THE ESSENCE; CALCULATION OF TIME PERIODS.** Time is of the essence for all provisions of this Purchase Agreement. Unless otherwise specifically provided herein, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of such period shall be deemed to end at 5:00 p.m., Central Standard Time.

**31. ENTIRE AGREEMENT; MODIFICATION**. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

**32. BINDING EFFECT; NO WAIVERS**. This Agreement binds and benefits the parties and their heirs, representatives, successors and assigns. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Purchaser, in its sole discretion, may waive any right conferred upon Purchaser by this Agreement; provided that such waiver shall only be made by Purchaser giving Seller written notice specifically describing the right waived.

**33. GOVERNING LAW**. This Agreement has been entered into in the State of Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

**34. NOTICES.** All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section), prepaid property addressed as set forth below, or if sent by recognized overnight courier:

To Purchaser: North St. Paul Housing and Redevelopment Authority
2400 Margaret Street North
North St. Paul, MN 55109
Attn: Executive Director

With a copy to: Campbell Knutson, P.A
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Attn: Andrea McDowell Poehler

To Seller: ___________________________
___________________________
___________________________

**35. COUNTERPARTS.** This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.

*[remainder of page intentionally left blank]*
*[signature pages to follow]*

**IN WITNESS WHEREOF**, Purchaser and Seller have caused this Agreement to be duly executed as of the date first written above.

**PURCHASER:**

**NORTH SAINT PAUL HOUSING AND REDEVELOPMENT AUTHORITY**

By: ________________________________
__________________, Its Chair

By: ________________________________
John Stark, Its Executive Director

**SELLER:**

**FAHIMA PROPERTY GROUP CORP**

By:___________________________________

Its:___________________________________

**SELLER:**

**NEWBRIDGE CAPITAL SOLUTIONS LLC**

By:___________________________________

Its:___________________________________

**EXHIBIT A**

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

Wed 6/22/2022 9:47 AM

SM

Soren Mattick <SMattick@ck-law.com>

**RE: 2170 Eldridge Ave Purchase Agreement**

To Lisa Ritchie

Cc Brian Frandle; Jennie Kloos

**Caution:** This email originated outside our organization; please use caution.

Lisa,

Here is the statute:

Subd. 2. **Compliance with plan.**

After a comprehensive municipal plan or section thereof has been recommended by the planning agency and a copy filed with the governing body, no publicly owned interest in real property within the municipality shall be acquired or disposed of, nor shall any capital improvement be authorized by the municipality or special district or agency thereof or any other political subdivision having jurisdiction within the municipality until after the planning agency has reviewed the proposed acquisition, disposal, or capital improvement and reported in writing to the governing body or other special district or agency or political subdivision concerned, its findings as to compliance of the proposed acquisition, disposal or improvement with the comprehensive municipal plan. Failure of the planning agency to report on the proposal within 45 days after such a reference, or such other period as may be designated by the governing body shall be deemed to have satisfied the requirements of this subdivision. The governing body may, by resolution adopted by two-thirds vote dispense with the requirements of this subdivision when in its judgment it finds that the proposed acquisition or disposal of real property or capital improvement has no relationship to the comprehensive

I believe the report should come back to the HRA.

**Soren M. Mattick**
Attorney
**CAMPBELL KNUTSON, P.A.**
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Phone: (651) 234-6217 ● Fax: (651) 234-6237
smattick@ck-law.com ● www.ck-law.com

CAMPBELL KNUTSON
PROFESSIONAL ASSOCIATION

**ParcelID: 142922110047**

| | |
|---|---|
| ParcelID | 142922110047 |
| Address | 2170 ELDRIDGE AVE E |
| City State ZIP | NORTH SAINT PAUL MN 55109-3921 |
| School District | 0622 |
| School District Name | North St. Paul/Maplewood/Oakdale School District |
| Watershed Name | Ramsey-Washington Metro WSD |
| PlatID | 03893 |
| Plat Name | FIFTH ADDITION TO NORTH ST.,PA |
| Tax Description | LOTS 8 9 AND LOT 10 BLK 13 |
| Block | 13 |
| Lot | 8 |
| Parcel Acres | 0.34 |
| Parcel Sq Ft | 14,623.09 |
| Parcel Frontage | 120.00 |

Width = 120 ft

Depth = 121.86 ft

FYI: Neighboring lots are approx. 40' wide.