



Housing and Redevelopment Authority Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

February 18, 2025 - 10:15 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

1. **Agenda of February 18, 2025 is Presented for Approval** [2025-072](#)
Sponsors: County Manager's Office
Approve the agenda of February 18, 2025.
2. **Minutes from January 21, 2025 are Presented for Approval** [2025-073](#)
Sponsors: County Manager's Office
Approve the January 21, 2025 Minutes.

ADMINISTRATIVE ITEMS

3. **Approval of the Sale of 735 Margaret Street to a Qualified Homebuyer** [2025-068](#)
Sponsors: Community & Economic Development
 1. Approve the sale of and Purchase and Sale Agreement for the home located at 735 Margaret Street on Parcel #322922110017 with a qualified homebuyer, in the amount of \$341,600.
 2. Authorize the County Manager, Ling Becker, to approve and execute the Purchase and Sale Agreement and non-substantive amendments thereto, settlement statements and other closing documents, and other related real estate documentation associated with the sale of 735 Margaret Street (Parcel #322922110017), in a form approved by the County Attorney's Office.
 3. Authorize the Chair of the Ramsey County Housing and Redevelopment Authority and the Ramsey County Chief Clerk to execute and deliver the deed conveying the property described in the Purchase and Sale Agreement to the qualified homebuyer thereunder.

PRESENTATION

4. **Presentation: 2025-2029 Housing and Urban Development Consolidated Plan Updates** [2025-069](#)
Sponsors: Community & Economic Development
None. For information and discussion only.

ADJOURNMENT



Housing and Redevelopment Authority

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Request for Board Action

Item Number: 2025-072

Meeting Date: 2/18/2025

Sponsor: County Manager's Office

Title

Agenda of February 18, 2025 is Presented for Approval

Recommendation

Approve the agenda of February 18, 2025.



Housing and Redevelopment Authority

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Request for Board Action

Item Number: 2025-073

Meeting Date: 2/18/2025

Sponsor: County Manager's Office

Title

Minutes from January 21, 2025 are Presented for Approval

Recommendation

Approve the January 21, 2025 Minutes.

Attachments

1. January 21, 2025 Minutes



Housing and Redevelopment Authority Minutes

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

January 21, 2025 - 9:45 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Housing and Redevelopment Authority met in regular session at 10:21 a.m. with the following members present: Jebens-Singh, McGuire, Miller, Moran, Ortega and Chair Xiong. Also present was Ling Becker, County Manager.

ROLL CALL

Present: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

- 1. Agenda of January 21, 2025 is Presented for Approval [2025-017](#)

Sponsors: County Manager's Office

Approve the agenda of January 21, 2025.

Motion by Jebens-Singh, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

- 2. Minutes from January 7, 2025 are Presented for Approval [2025-016](#)

Sponsors: County Manager's Office

Approve the January 7, 2025 Minutes.

Motion by Miller, seconded by Ortega. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

ADMINISTRATIVE ITEMS

- 5. Allocation of 2025 Housing and Redevelopment Authority Levy to Wealth Generation Programs [2024-709](#)

Sponsors: Community & Economic Development

- 1. Approve the allocation of 2025 Housing and Redevelopment Authority levy towards wealth creation initiatives in the amount of \$2,350,000.
- 2. Authorize the County Manager to enter into the necessary loans or other agreements and execute amendments to loans or other agreements in a manner consistent with local regulations and requirements, in a form approved by the County Attorney's Office.

Motion by McGuire, seconded by Ortega. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Resolution: [H2025-004](#)

- 3. Environmental Response Fund Grant Awards [2024-700](#)

Sponsors: Community & Economic Development

- 1. Approve the selection of YMCA Midway Program Center and The Beasley to receive Environmental Response Funds.

2. Authorize the award of Environmental Response Funds to the following projects:
 - a. Midway Program Center, YMCA of the Greater Twin Cities - \$422,000
 - b. The Beasley, Rondo Community Land Trust - \$50,000
3. Amend previous awards of Environmental Response Funds to be:
 - a. GloryVille, GloryVille LLC - \$225,000
 - b. East End Apartments, JB Vang - \$225,000
4. Authorize the County Manager to enter into necessary grant, loan or other agreements and execute amendments to those agreements in a form approved by the County Attorney's Office.

Discussion can be found in archived video.

Motion by Ortega, seconded by Moran. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Resolution: H2025-005

4. Substantial Amendment to the 2024 Community Development Block Grant Annual Action Plan [2024-708](#)

Sponsors: Community & Economic Development

1. Approve the amended 2024-2025 Community Development Block Grant - HOME Investment Partnerships Act Action Plan/Proposed Use of Funds.
2. Authorize the County Manager to approve and execute amendments to agreements provided the amounts are within the budget of the approved plan.

Discussion can be found in archived video.

Motion by Moran, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Resolution: H2025-006

ADJOURNMENT

Chair Xiong declared the meeting adjourned at 10:28 a.m.



Housing and Redevelopment Authority

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Request for Board Action

Item Number: 2025-068

Meeting Date: 2/18/2025

Sponsor: Community & Economic Development

Title

Approval of the Sale of 735 Margaret Street to a Qualified Homebuyer

Recommendation

1. Approve the sale of and Purchase and Sale Agreement for the home located at 735 Margaret Street on Parcel #322922110017 with a qualified homebuyer, in the amount of \$341,600.
2. Authorize the County Manager, Ling Becker, to approve and execute the Purchase and Sale Agreement and non-substantive amendments thereto, settlement statements and other closing documents, and other related real estate documentation associated with the sale of 735 Margaret Street (Parcel #322922110017), in a form approved by the County Attorney’s Office.
3. Authorize the Chair of the Ramsey County Housing and Redevelopment Authority and the Ramsey County Chief Clerk to execute and deliver the deed conveying the property described in the Purchase and Sale Agreement to the qualified homebuyer thereunder.

Background and Rationale

On August 15, 2023, the Ramsey County Housing and Redevelopment Authority (HRA), working with the Community and Economic Development (CED) department, acquired the tax-forfeited property located at 735 Margaret Street in Saint Paul, Minnesota. The property was previously rehabilitated by Property Tax Records and Elections Services’ (PTRES) Productive Properties Division in collaboration with Workforce Solutions and Goodwill Easter Seals. The Ramsey County Board authorized the execution the Memorandum of Understanding for Ramsey County to sell this property and for the Ramsey County HRA to purchase this property.

CED then worked with eligible nonprofits to find potential buyers, including Twin Cities Habitat for Humanity. CED subsequently worked with a real estate agent to list and market the home on the open market. After three open houses in 2024 an offer was received from a qualified first-generation homebuyer. The purchase agreement has been drafted by the real estate agent in a form reviewed and approved by the Ramsey County Attorney’s Office.

For this sale, CED defines a qualified buyer as a first-generation homebuyer who continuously occupies and homesteads the property and whose household income does not exceed 80% at the time of application in alignment with Minnesota Statutes, section 282.01, subdivision 1a (d) and Section 4.57.60.b.1. of Ramsey County’s Administrative Code. The qualified homebuyer will also access downpayment assistance made available through CED’s existing First Home program.

County Goals (Check those advanced by Action)

- Well-being
 Prosperity
 Opportunity
 Accountability

Racial Equity Impact

Residents of Ramsey County experience large racial disparities in homeownership. According to Ramsey County’s 2022 Community Indicators, approximately 69% of non-Hispanic White households own a home,

47% of Asian households, 41% of Hispanic/Latino households, 38% of American Indian households and 20% of Black/African American households. The gap between White households and Black/African American households is 49% and is a main contributor to the racial wealth gap. In addition, renters, who are more likely to be racially/ethnically diverse, are also more likely to be cost-burdened by their housing costs.

Wealth creation initiatives, like connecting the 735 Margaret Street property to an eligible first-generation homebuyer and down payment assistance, is one tool to help undo these disparities. CED tracks borrowers by race and ethnicity and aims to increase the number of diverse borrowers. Additional investments in the housing supply of owner-occupied units are needed to further reduce these disparities.

Community Participation Level and Impact

Ramsey County staff have engaged with nonprofit partners, lenders, city staff, government partners and nearby neighbors throughout the rehabilitation of the tax-forfeited property at 735 Margaret Street. This project will contribute towards wealth creation in an area that has seen historical disinvestment. The strategy to expand housing supply and create homeownership opportunities for racially and ethnically diverse residents is detailed in Ramsey County’s Economic Competitiveness and Inclusion (ECI) Plan. Robust community engagement with residents, businesses, city partners, and nonprofit organizations occurred in the planning stages of the ECI Plan and inform CED’s actions. The action to approve the sale is only informational for the general public.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

CED, on behalf of the HRA, purchased the property for \$88,750, which was 25% of the appraised value at the time of purchase. HRA funds set aside for wealth generation initiatives were used to complete the purchase from Ramsey County PTRES and provide a down payment assistance loan to the qualified homebuyer. Proceeds from the sale of the property will return to the accounting project as program income to be used for additional First Home loans.

Last Previous Action

On August 15, 2023, the Ramsey County Housing and Redevelopment Authority purchased the tax-forfeited property for the subsequent sale to a first-generation homebuyer (Resolution H2023-012).

On July 11, 2023, the Ramsey County Housing and Redevelopment Authority placed the tax-forfeited property on hold for the subsequent sale to a first-generation homebuyer (Resolution H2023-009).

On April 4, 2023, the Ramsey County Housing and Redevelopment Authority allocated \$1.5 million of HRA funds for wealth creation initiatives (Resolution H2023-005).

Attachments

- 1. Purchase Agreement and Amendment

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2024 Minnesota Association of REALTORS®

- 1. Date January 12 2025
- 2. Page 1

3. BUYER (S): Shaquan Williams

4. _____

5. Buyer's earnest money in the amount of _____

6. Three Thousand Four Hundred Sixteen Dollars (\$ 3,416.00)

7. shall be delivered to listing broker, or, if checked, to _____ no later than two (2) Business Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

8. _____ ("Earnest Money Holder")

9. _____

10. _____

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: 735 Margaret Street

13. City of Saint Paul , County of Ramsey-MN ,

14. State of Minnesota, Zip Code 55106 , legally described as SCHURMEIER AND EVANS W 1/2 OF LOT 24 AND ALL OF LO

15. T 23 BLK 2

16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems, in-ground pet containment systems (excluding collars); sheds; playsets; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices, electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers, liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment, TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

33. _____

34. Notwithstanding the foregoing, leased fixtures are not included.

35. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

36. _____

PURCHASE PRICE:

37. _____

38. Seller has agreed to sell the Property to Buyer for the sum of (\$ 341,600.00)

39. Three Hundred Forty-One Thousand Six Hundred Dollars,

40. which Buyer agrees to pay in the following manner:
- 41. 1. 25 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
 - 42. 2. 75 percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
 - 43. 3. 0 percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)
 - 44. _____
 - 45. 4. 0 percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)
 - 46. _____

CLOSING DATE:

47. _____

48. **The date of closing shall be** On or Before Feb. 14th 2025 .



PURCHASE AGREEMENT

49. Page 2 Date January 12 2025

50. Property located at 735 Margaret Street Saint Paul MN 55106

51. **MORTGAGE FINANCING:**

52. This Purchase Agreement **IS** **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the
 -----*(Check one.)*-----

53. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
 54. **COSTS** section.

55. Such mortgage financing shall be: *(Check one.)*

56. **FIRST MORTGAGE only** **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

57. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

58. **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

59. **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

60. **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

61. **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

62. **OTHER** _____

63. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
 64. 30 years, with an initial interest rate at no more than market percent (%) per annum. The mortgage
 65. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
 66. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
 67. said financing.

68. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
 69. to the first mortgage and any subordinate financing. *(Check one.)*

70. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
 71. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
 72. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

73. **REFUNDED TO BUYER** **FORFEITED TO SELLER.**
 -----*(Check one.)*-----

74. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
 75. See the following DVA and FHA Escape Clauses.

76. OR

77. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
 78. or before _____ .

79. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
 80. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
 81. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
 82. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
 83. conditions required by lender(s) to close the loan.

84. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
 85. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
 86. are deemed accepted by Buyer:

87. (a) work orders agreed to be completed by Seller;

88. (b) any other financing terms agreed to be completed by Seller here; and

89. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

PURCHASE AGREEMENT

90. Page 3 Date January 12 2025

91. Property located at 735 Margaret Street Saint Paul MN 55106

92. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
 93. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
 94. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
 95. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
 96. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
 97. be **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

98. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
 99. canceled if the reason this Purchase Agreement does not close was due to:
 100. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
 101. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
 102. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
 103. as specified in the contingency for sale and closing of Buyer's property.

104. If the Written Statement is not provided by the date specified on line 78, Seller may, at Seller's option, declare this
 105. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
 106. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
 107. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
 108. directing all earnest money paid here to be **RETAINED BY SELLER** **REFUNDED TO BUYER.**
 -----(Check one.)-----

109. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
 110. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
 111. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
 112. money paid here to be **RETAINED BY SELLER** **REFUNDED TO BUYER.**
 -----(Check one.)-----

113. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
 114. (Check one.)

- 115. **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
- 116. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

117. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ 0.00 to make
 118. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
 119. cost of making said repairs shall exceed this amount, Seller shall have the following options:

- 120. (a) making the necessary repairs; or
- 121. (b) negotiating the cost of making said repairs with Buyer; or
- 122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
 123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
 124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
 125. amounts related thereto above the amount specified on line 117 of this Purchase Agreement.

126. **SELLER** **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
 -----(Check one.)-----

127. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
 128. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
 129. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
 130. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
 131. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the
 132. appraised value of the Property as not less than \$ _____ .
 (sale price)

133. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
 134. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
 135. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
 136. herself that the price and condition of the Property are acceptable."

PURCHASE AGREEMENT

137. Page 4 Date January 12 2025

138. Property located at 735 Margaret Street Saint Paul MN 55106.

139. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
140. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.
141. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
143. amount, not otherwise waived, must be paid at closing of this transaction as follows:

144. _____ paid by Buyer **AT CLOSING** **ADDED TO MORTGAGE AMOUNT**
------(Check one.)-----

145. _____ paid by Seller

146. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

147. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
148. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
149. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
150. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
151. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
152. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

153. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
154. **annual installments of special assessments certified to yearly taxes.**

155. **OTHER MORTGAGE FINANCING ITEMS:** _____

156. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

157. Seller **IS** **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)
------(Check one.)-----

159. \$ _____

160. _____ percent (%) of the sale price
161. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
162. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
163. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
164. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
165. by Seller.

166. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
167. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

INSPECTIONS:

168. Buyer has been made aware of the availability of Property inspections. Buyer **ELECTS** **DECLINES** to have a
------(Check one.)-----

170. Property inspection performed at Buyer's expense.

171. This Purchase Agreement **IS** **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
------(Check one.)-----

172. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
173. Agreement.

174. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**
175. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"
176. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or
177. otherwise damages the Property.

178. Seller **DOES** **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
------(Check one.)-----

179. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
180. intrusive testing at Buyer's sole expense.

PURCHASE AGREEMENT

181. Page 5 Date January 12 2025

182. Property located at 735 Margaret Street Saint Paul MN 55106

183. Seller will provide access to attic(s) and crawlspace(s).

184. Within ⁵ _____ Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,
185. shall be done ("Inspection Period").

186. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the
187. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's
188. election to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, then the
189. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
190. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer does not
191. cancel this Purchase Agreement before the end of the Inspection Period, then this Inspection Contingency shall be
192. deemed removed and this Purchase Agreement shall be in full force and effect.

193. **OTHER INSPECTION ITEMS:**

194.
195.
196.

SALE OF BUYER'S PROPERTY:

197. (Check one.)

199. 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
200. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

201. OR

202. 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
203. _____, which is scheduled to close on

204. _____ pursuant to a fully executed purchase agreement. If Buyer's
205. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
206. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
207. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
208. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
209. Agreement, if applicable.

210. OR

211. 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
212. and closing on any other property.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

214. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
215. including all penalties and interest.

216. Buyer shall pay **PRORATED FROM DAY OF CLOSING** **ALL** **NONE** _____ /12ths OF real estate taxes
217. due and payable in the year of closing. -----(Check one.)-----

218. Seller shall pay **PRORATED TO DAY OF CLOSING** **ALL** **NONE** _____ /12ths OF real estate taxes due and
219. payable in the year of closing. -----(Check one.)-----

220. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller **SHALL** **SHALL NOT**
221. pay the difference between the homestead and non-homestead. -----(Check one.)-----

222. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
223. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

PURCHASE AGREEMENT

224. Page 6 Date January 12 2025

225. Property located at 735 Margaret Street Saint Paul MN 55106

226. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

227. BUYER SHALL PAY SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green
-----*(Check one.)*-----

228. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

229. BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING SELLER SHALL PAY ON
-----*(Check one.)*-----

230. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
231. payable in the year of closing.

232. BUYER SHALL ASSUME SELLER SHALL PAY on date of closing all other special assessments levied as
-----*(Check one.)*-----

233. of the Date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied assessments
234. that cannot be paid in the year of closing.

235. BUYER SHALL ASSUME SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
-----*(Check one.)*-----

236. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
237. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
238. or less, as required by Buyer's lender.)

239. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
240. which is not otherwise here provided.

241. As of the Date of this Purchase Agreement, Seller represents that Seller HAS HAS NOT received a notice
-----*(Check one.)*-----

242. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
243. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing
244. shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on
245. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
246. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
247. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
248. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
249. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
250. directing all earnest money paid here to be refunded to Buyer.

ADDITIONAL PROVISIONS:

251. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement IS IS NOT subject to
-----*(Check one.)*-----

253. cancellation of a previously executed purchase agreement dated _____ .

254. (If answer is **IS**, said cancellation shall be obtained no later than _____ .

255. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
256. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
257. be refunded to Buyer.)

258. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: *(Check one.)*

259. WARRANTY DEED PERSONAL REPRESENTATIVE'S DEED CONTRACT FOR DEED TRUSTEE'S DEED

260. OTHER: _____ DEED joined in by spouse, if any, conveying marketable title, subject to

261. (a) building and zoning laws, ordinances, and state and federal regulations;

262. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

263. (c) reservation of any mineral rights by the State of Minnesota;

264. (d) utility and drainage easements which do not interfere with existing improvements;

265. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____

266. _____ ; and

267. (f) others (must be specified in writing): _____

268. _____



PURCHASE AGREEMENT

269. Page 7 Date January 12 2025

270. Property located at 735 Margaret Street Saint Paul MN 55106

271. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

272. **IMMEDIATELY AFTER CLOSING;** or

273. **OTHER:** _____

274. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property by possession date.

276. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller’s access or service to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol (“IP”) to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase Agreement.

280. **PRORATIONS:** All interest; unit owners’ association dues; rents; and charges for city water, city sewer, electricity, and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

283. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:

284. (a) Seller shall deliver any abstract of title and a copy of any owner’s title insurance policy for the Property, in Seller’s possession or control, to Buyer or Buyer’s designated title service provider. Any abstract of title or owner’s title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this Purchase Agreement; and

288. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer’s lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney’s title opinion at Buyer’s selection and cost and provide a copy to Seller.

291. Seller shall use Seller’s best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the following:

294. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

302. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

307. **MECHANIC’S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

310. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

317. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer’s satisfaction, if material, at Buyer’s sole cost and expense.

320. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or inspections agreed to here.

PURCHASE AGREEMENT

322. Page 8 Date January 12 2025

323. Property located at 735 Margaret Street Saint Paul MN 55106

324. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
 325. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be
 326. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
 327. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
 328. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
 329. said cancellation and directing all earnest money paid here to be refunded to Buyer.

330. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

331. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
 332. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
 333. ending at 11:59 P.M. on the last day.

334. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
 335. stated elsewhere by the parties in writing.

336. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays. For purposes of
 337. this Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.

338. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
 339. from the Earnest Money Holder's trust account:

- 340. (a) at or upon the successful closing of the Property;
- 341. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
 342. *Agreement* executed by both Buyer and Seller;
- 343. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 344. (d) upon receipt of a court order.

345. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
 346. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
 347. Seller shall affirm the same by a written cancellation agreement.

348. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
 349. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
 350. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
 351. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
 352. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
 353. Statute 559.217, Subd. 4.

354. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
 355. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
 356. performance, such action must be commenced within six (6) months after such right of action arises.

357. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
 358. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
 359. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
 360. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
 361. <https://coms.doc.state.mn.us/publicregistrantsearch>.

362. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
 363. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
 364. **THIS PURCHASE AGREEMENT.**

365. BUYER HAS RECEIVED A: (Check any that apply.) **DISCLOSURE STATEMENT: SELLER'S PROPERTY**
 366. **DISCLOSURE STATEMENT** OR A **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**

367. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or
 368. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if
 369. any.

370. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

371. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY**
 372. **AND ITS CONTENTS.**

PURCHASE AGREEMENT

373. Page 9 Date January 12 2025

374. Property located at 735 Margaret Street Saint Paul MN 55106

375. **(Check appropriate boxes.)**

376. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

377. CITY SEWER YES NO / CITY WATER YES NO

378. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

379. SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
-----*(Check one.)*-----

380. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System.*)

382. **PRIVATE WELL**

383. SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
-----*(Check one.)*-----

384. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

385. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT**.
-----*(Check one.)*-----

386. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

387. (If answer is **IS**, see attached *Addendum.*)

388. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.**

391. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/warranty plans available for purchase. Different home protection/warranty plans have different coverage options, exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. *(Check one.)*

394. A Home Protection/Warranty Plan will be obtained by BUYER SELLER and paid for by
-----*(Check one.)*-----

395. BUYER SELLER to be issued by _____
-----*(Check one.)*-----

396. at a cost not to exceed \$ _____.

397. No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect to purchase a Home Protection/Warranty Plan.

399. **AGENCY NOTICE**

400. Doneva R Rawls is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) -----*(Check one.)*-----

401. Wonderland Realty LLC
(Real Estate Company Name)

402. Denise M Mazone is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) -----*(Check one.)*-----

403. Mazone Real Estate Group, Inc
(Real Estate Company Name)

404. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

405. **SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Seller agrees to pay buyer's broker's

406. compensation at closing _____ percent (%) of the selling price or \$ _____, which is in
407. addition to any Seller's contribution to Buyer's closing costs paid at closing. This amount is in addition to the listing
408. broker's offer of cooperating compensation, if any.

PURCHASE AGREEMENT

409. Page 10 Date January 12 2025

410. Property located at 735 Margaret Street Saint Paul MN 55106

411. **DUAL AGENCY REPRESENTATION**

412. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

413. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 414-430.*

414. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 415-430.*

415. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
416. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
417. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
418. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
419. Seller(s) and Buyer(s) acknowledge that

420. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
421. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
422. information will be shared;

423. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

424. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
425. the sale.

426. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
427. and its salesperson to act as dual agents in this transaction.

428. Seller _____ Buyer _____

429. Seller _____ Buyer _____

430. Date _____ Date _____

431. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
432. cash outlay at closing or reduce the proceeds from the sale.

433. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
434. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
435. in the transaction at the time these documents are provided to Buyer and Seller.

436. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
437. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
438. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
439. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

440. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
441. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
442. the closing and delivery of the deed.

443. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
444. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
445. identification numbers or Social Security numbers.

446. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
447. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
448. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
449. **party whether the transaction is exempt from FIRPTA withholding requirements.**

MN:PA-10 (8/24)

PURCHASE AGREEMENT

450. Page 11 Date January 12 2025

451. Property located at 735 Margaret Street Saint Paul MN 55106.

452. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement and all addenda must be fully executed by both parties and a copy must be delivered.

454. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.

456. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.

462. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract for deed.

464. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one (1) of this Purchase Agreement.

466. **OTHER:**

- 467.
- 468.
- 469.
- 470.
- 471.
- 472.
- 473.
- 474.
- 475.

476. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

477. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 478. Addendum to Purchase Agreement
- 479. Addendum to Purchase Agreement: Additional Signatures
- 480. Addendum to Purchase Agreement: Assumption Financing
- 481. Addendum to Purchase Agreement: Buyer Move-In Agreement
- 482. Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 483. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 484. Addendum to Purchase Agreement: Contract for Deed Financing
- 485. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 486. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 487. Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 488. Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
- 489. Addendum to Purchase Agreement: Short Sale Contingency
- 490. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 491. Other: _____

PURCHASE AGREEMENT

492. Page 12 Date January 12 2025

493. Property located at 735 Margaret Street Saint Paul MN 55106

494. I agree to sell the Property for the price and on the terms and conditions set forth above.

I agree to purchase the Property for the price and on the terms and conditions set forth above.

496. **I have reviewed all pages of this Purchase Agreement.**

I have reviewed all pages of this Purchase Agreement.

498. If checked, this Purchase Agreement is subject to attached Addendum to Purchase Agreement: Counteroffer and the Final Acceptance Date shall be noted on the Addendum.

502. **FIRPTA:** Seller represents and warrants, under penalty of perjury, that Seller IS IS NOT a foreign person (i.e., a -----(Check one.)-----

504. non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See lines 436-449.) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

509. X _____
(Seller's Signature) (Date)

Authentisign
X Shaquan Williams 01/12/2025
(Buyer's Signature) (Date)

510. X _____
(Seller's Printed Name)

X Shaquan Williams
(Buyer's Printed Name)

511. X _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

512. X _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

513. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

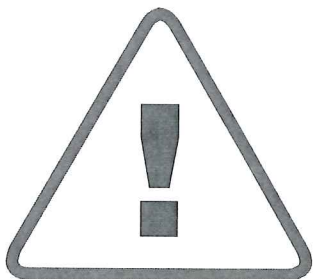
515. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
516. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

517. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**

520. SELLER(S) _____ BUYER(S) Shaquan Williams

521. SELLER(S) _____ BUYER(S) _____

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Authentisign
Shaquan Williams

(Signature)

01/12/25

(Date)

(Signature)

(Date)

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Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless and odorless gas that comes from the soil. The gas can accumulate in the home. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, any home can have high levels of radon.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota.

Before signing a purchase agreement to sell or transfer residential real property, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property
2. the most current records and reports pertaining to radon concentrations within the dwelling
3. a description of any radon levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in nonsmokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk. A home's radon levels may change in the future, so test every 2–5 years, or sooner if there is major remodeling or changes to the foundation, heating, cooling, or ventilation.

Radon Warning Statement

“The Minnesota Department of Health strongly recommends that ALL home buyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling.”

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Closed-house conditions include keeping all windows and doors closed, except for normal entry and exit, and temperature set to 65 – 80 °F. For a full list of closed-house conditions please visit mn.gov/radon/notice.

Before testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished. If other foundations are present, such as a crawl space or slab on grade, also test the rooms above these foundations.

Place the test kit:

- 20 inches to 6 feet above the floor
- 3 feet from exterior doors and windows
- 1 foot from exterior walls
- away from heat sources and drafts caused by vents and fans
- not in enclosed areas or areas of high heat/humidity

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Because these tests are time-sensitive there are two testing options. For both tests, test for a minimum of 2 days.

Continuous Radon Monitor (CRM)

MDH recommends CRMs in real estate testing. CRMs are calibrated, provide more data, and may detect tampering. The average of the results are used to make a decision to mitigate.

Simultaneous Short-Term Testing

Two short-term test kits are placed side by side, 4" – 8" apart. The results of the two tests are averaged and used to make a decision to mitigate.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a licensed professional.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,500 to \$3,000.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

All radon testing and mitigation should be conducted by licensed radon professionals. Radon service providers, such as home inspectors, must be licensed. A list of these licensed radon professionals can be found at MDH's radon web site. MDH conducts free inspections, upon request, of recently installed radon mitigation systems, to check that they meet requirements.

More Radon Information

www.mn.gov/radon

Last Updated 4/2023

MDH Indoor Air Unit

PO Box 64975
St Paul, MN 55164-0975

Contact Information

651-201-4601
800-798-9050
health.indoorair@state.mn.us

Personal Property Agreement

This form approved by the Lakes Country Association of REALTORS®, which disclaims any liability arising out of misuse of this form.

In consideration of the payment of \$ 1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, _____ Legal Seller of the County of Ramsey-MN, State of Minnesota, hereby agree to sell and convey to _____ Shaquan Williams the following described Goods, Chattels and

Personal Property:

Dishwasher, Dryer, Range, Refrigerator, Washer, Stainless Steel Appliances

The sale and conveyance of the above Personal Property is subject to the successful closing of the Purchase Agreement between the parties dated Jan 12, 2025 pertaining to the purchase of the property located at 735 Margaret Street, Saint Paul, MN 55106.

In the event that the sale of the above described property does not close, this Agreement shall become null and void, with the parties having no further obligation to perform any terms of this Agreement.

Seller hereby covenants and warrants that he/she is the lawful owner of said Personal Property, and that said Personal Property will be free and clear from all encumbrances at the time of sale. It is understood the Buyer accepts the property "as is". Upon the successful closing of the real estate sale of the above referenced property, the Seller will deliver a Bill of Sale to the Buyer for the above Personal Property.

(Seller) (Date)

Authentisign
Shaquan Williams 01/12/2025

(Buyer) Shaquan Williams (Date)

(Seller) (Date)

(Buyer) (Date)

DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

2. ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”) on
7. page two (2), you agree to the following:

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and
10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System (“Arbitration System”) administered by National Center for Dispute Settlement (“NCDS”) and endorsed
12. by the Minnesota Association of REALTORS® (“MNAR”). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator’s award is very limited compared to the right to appeal a court decision.

30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**

33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.

38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party’s own expense, if he or she gives five (5) days
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties’
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**

50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**
53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 735 Margaret Street .

55. City of Saint Paul , County of Ramsey-MN ,

56. State of Minnesota, Zip Code 55106 .

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated January 12 2025 , including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68. _____ (Seller's Signature) _____ (Date)
_____ (Buyer's Signature) _____ (Date)
Shaquan Williams 01/12/2025

69. _____ (Seller's Printed Name) _____
_____ (Buyer's Printed Name)
Shaquan Williams

70. _____ (Seller's Signature) _____ (Date)
_____ (Buyer's Signature) _____ (Date)

71. _____ (Seller's Printed Name) _____
_____ (Buyer's Printed Name)

72. *Doneva R Rawls* 01/13/25 _____
_____ (Licensee Representing or Assisting Seller) _____ (Date)
Denise M Mazone 01/12/2025 _____
_____ (Licensee Representing or Assisting Buyer) _____ (Date)

73. **Wonderland Realty LLC** _____
_____ (Company Name) _____
Mazone Real Estate Group, Inc

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

MN:DS:ADRAA-2 (8/19)



RONDO
Community Land Trust

HOMEBUYER INITIATED PROGRAM CONTINGENCY ADDENDUM TO PURCHASE AGREEMENT

THIS CONTINGENCY ADDENDUM TO PURCHASE AGREEMENT dated the 12th day of January, 2025
City of St. Paul ("Seller") and Shaquan Williams 12th day of Jan, 2025 and is by and between
("Buyer").

WHEREAS, Buyer and Seller have entered into a Purchase Agreement dated the 12th day of Jan, 2025
("Purchase Agreement") for the purchase of certain real property located in the City of Saint Paul, or suburban
Ramsey County, Minnesota, and legally described on attached EXHIBIT C ("Real Estate");

WHEREAS, Buyer desires to participate in the Homebuyer Initiated Program (HIP) with Rondo Community
Land Trust, a Minnesota nonprofit corporation ("the Rondo CLT");

WHEREAS, there are certain conditions which must be satisfied in order to participate in the Homebuyer
Initiated Program:

NOW, THEREFORE, in consideration of mutual covenants and premises, and for other good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Closing Contingencies. The parties hereby agree that the closing of the purchase pursuant to the Purchase
Agreement is subject to the satisfaction of the following contingencies on or before closing:

- a. Appraisal. An appraisal of the Real Estate appraising the Real Estate at a value equal to, or greater than, the value represented by the purchase price in the Purchase Agreement.
- b. Financing. (i) Mortgage financing in the amount of \$150,000 containing a 30-year term from Bremer Bank (mortgage lender); and (ii) Grant financing of up \$150,000.00 and no/100 dollars provided by the Rondo CLT.
- c. Property Review. (i) review of the Real Estate (property) conducted by the Rondo CLT within five (5) business days of the execution of the Purchase Agreement; (ii) Satisfactory rehab report regarding the Real Estate within two (2) business days after the initial review indicating that less than \$60,000.00 in estimated repairs are necessary on the Real Estate based upon the rehab reports prepared by the Rondo CLT's Rehab Advisor.
- d. Assignability. The Purchase Agreement is assignable to Rondo CLT as buyer without consent of Seller.
- e. Title. Closings are performed by Land Title and required by Rondo Community Land Trust.

 Seller City of St. Paul Date
 Seller Date

Authentisign
Shaquan Williams

 Buyer Shaquan Williams Date
 Buyer Date

ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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1. Date January 12th, 2025
2. Page 1

3. Addendum to Purchase Agreement between parties, dated January 12 2025
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 735 Margaret Street Saint Paul MN 55106

6. **Lead Warning Statement**

7. *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified*
8. *that such property may present exposure to lead from lead-based paint that may place young children at risk of*
9. *developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including*
10. *learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also*
11. *poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide*
12. *the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's*
13. *possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible*
14. *lead-based paint hazards is recommended prior to purchase.*

15. **Seller's Disclosure** (Check one.)

16. Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.

18. Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint
20. hazards in the housing. (Please explain and list documents below.):

21.
22.
23.

24. **Buyer's Acknowledgment**

25. Buyer has received copies of all information listed above, if any.
26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
27. Buyer has: (Check one.)

28. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or

30. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.

32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
34. shall be completed within **TEN (10)** _____ Calendar Days after Final Acceptance of the Purchase
35. Agreement. ----- (Check one.) -----

**ADDENDUM TO PURCHASE AGREEMENT:
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS**

36. Page 2

37. Property located at 735 Margaret Street Saint Paul MN 55106


38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days
43. after delivery of the written list of required corrections that:
44. (A) some or all of the required corrections will be made; or
45. (B) Buyer waives the deficiencies; or
46. (C) an adjustment to the purchase price will be made;
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
51. assisting Seller of the waiver or removal, in writing, within the time specified.

52. Real Estate Licensee's Acknowledgment

53. Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's
54. responsibility to ensure compliance.

55. Certification of Accuracy

56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the
57. information provided by the signatory is true and accurate.

58. _____  01/12/2025
(Seller) (Date) (Buyer) (Date)

59. _____ (Seller) (Date) _____ (Buyer) (Date)

60.  01/13/25  01/12/2025
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

TLX:SALE-2 (8/20)



**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

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- 1. Date _____
- 2. Page 1 of _____ pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
- 4. PART OF THIS DISCLOSURE.

5. Property located at 735 Margaret Street _____,

6. City of st paul _____, County of ramsey _____,

7. State of Minnesota, Zip Code 55106 _____ (“Property”).

8. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
9. 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the**
10. **prospective Buyer (see Disclosure Statement: Seller’s Property Disclosure Statement) or satisfy one of the**
11. **following two options.** Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or
12. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
13. warranties the party(ies) may wish to obtain.

14. **(Select one option only.)**

15. 1) **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
16. discloses material information relating to the real Property that has been prepared by a qualified third party.
17. “Qualified third party” means a federal, state, or local governmental agency, or any person whom Seller or
18. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
19. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
20. written report.

21. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**
22. **that is included in a written report, or material facts known by Seller that are not included in the**
23. **report.**

24. The inspection report was prepared by _____
25. _____, and dated _____.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.

28.

29.

30.

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
32. referenced inspection report.

33.

34.

35.

36. 2) **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing.
37. Seller and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer’s use or enjoyment of the Property or any
41. intended use of the Property, other than those disclosure requirements created by any other law.
42. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer’s use or enjoyment of the Property or any intended use of the
44. Property that occur, other than those disclosure requirements created by any other law.

45. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or**
46. **abridge any obligation for Seller disclosure created by any other law.**

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

47. Page 2

48. Property located at 735 Margaret Street st paul 55106

49. **OTHER REQUIRED DISCLOSURES:**

50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
 51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
 52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities
 53. that are not listed below.

54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
 55. disclosure is required by MN Statute 115.55.) *(Check appropriate box.)*

56. Seller **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
 57. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
 58. *Subsurface Sewage Treatment System.*)

59. There is a subsurface sewage treatment system on or serving the above-described real Property.
 60. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

61. There is an abandoned subsurface sewage treatment system on the above-described real Property.
 62. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
 64. *(Check appropriate box(es).)*

65. Seller does not know of any wells on the above-described real Property.

66. There are one or more wells located on the above-described real Property. *(See Disclosure Statement: Well.)*

67. This Property is in a Special Well Construction Area.

68. There are wells serving the above-described Property that are not located on the Property.

69. Comments:

70.

71.

72. **C. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
 73. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
 74. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

75. Seller represents that Seller **IS** **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
 76. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
 77. survive the closing of any transaction involving the Property described here.

78. **NOTE:** If the above answer is "**IS**," Buyer may be subject to income tax withholding in connection with the
 79. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
 80. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
 81. If the above answer is "**IS NOT**," Buyer may wish to obtain specific documentation from Seller ensuring
 82. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
 83. Revenue Code.

84. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
 85. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
 86. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
 87. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

88. Page 3

89. Property located at 735 Margaret Street st paul 55106

90. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

91. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

92. Seller is not aware of any methamphetamine production that has occurred on the Property.

93. Seller is aware that methamphetamine production has occurred on the Property.

94. (See Disclosure Statement: Methamphetamine Production.)

95. **E. RADON DISCLOSURE:**

96. (The following Seller disclosure satisfies MN Statute 144.496.)

97. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
98. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends
99. having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can
100. easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

101. Every buyer of any interest in residential real property is notified that the property may present exposure to
102. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
103. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
104. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
105. information on radon test results of the dwelling.

106. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
107. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and
108. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

109. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
110. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN
111. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
112. the court. Any such action must be commenced within two years after the date on which the buyer closed the
113. purchase or transfer of the real Property.

114. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
115. knowledge.

116. (a) Radon test(s) HAVE HAVE NOT occurred on the Property.
------(Check one.)-----

117. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
118. current records and reports pertaining to radon concentration within the dwelling:

119.

120.

121.

122. (c) There IS IS NOT a radon mitigation system currently installed on the Property.
------(Check one.)-----

123. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
124. description and documentation.

125.

126.

127.

128. **F. CHRONIC WASTING DISEASE IN CERVIDAE** (The following Seller disclosure satisfies MN Statute 35.155, Subd. 11(d).)

129. Has Chronic Wasting Disease been detected on the Property?

YES NO

130. If Yes, see Disclosure Statement: Chronic Wasting Disease.

------(Check one.)-----

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

131. Page 4

132. Property located at 735 Margaret Street st paul 55106.
133. **G. CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.
134. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A
135. person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal
136. remains or human burial grounds is guilty of a felony.
137. Are you aware of any human remains, burials, or cemeteries located on the Property? Yes No
138. If "Yes," please explain: _____
139. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in
140. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
141. Statute 307.08, Subd. 7.
142. **H. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
143. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
144. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
145. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
146. **I. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**
147. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
148. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
149. sale of the home.
150. **J. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
151. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
152. home.
153. Examples of exterior moisture sources may be
154. • improper flashing around windows and doors,
155. • improper grading,
156. • flooding,
157. • roof leaks.
158. Examples of interior moisture sources may be
159. • plumbing leaks,
160. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
161. • overflow from tubs, sinks, or toilets,
162. • firewood stored indoors,
163. • humidifier use,
164. • inadequate venting of kitchen and bath humidity,
165. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
166. • line-drying laundry indoors,
167. • houseplants—watering them can generate large amounts of moisture.
168. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
169. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
170. Therefore, it is very important to detect and remediate water intrusion problems.
171. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
172. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
173. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.
174. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
175. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
176. the Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
177. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
178. Property.

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

179. Page 5

180. Property located at 735 Margaret Street st paul 55106

181. **K. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
182. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
183. may be obtained by contacting the local law enforcement offices in the community where the property is
184. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
185. web site at <https://coms.doc.state.mn.us/publicregistrantsearch>.

186. **L. SELLER'S STATEMENT:**

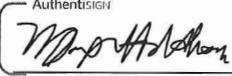
187. (To be signed at time of listing.)

188. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
189. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
190. Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
191. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
192. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
193. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
194. provide a copy to the prospective buyer.

195. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
196. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
197. that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of
198. the Property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment*
199. *to Disclosure Statement* form.

200. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
201. and will NOT disclose any new or changed information regarding facts.

202. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
203. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
204. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
205. *Disclosure* form.


206.  11/15/2024
(Seller) (Date) (Seller) (Date)

207. **M. BUYER'S ACKNOWLEDGEMENT:**

208. (To be signed at time of purchase agreement.)

209. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
210. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
211. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
212. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
213. for any inspections or warranties the party(ies) may wish to obtain.

214. The information disclosed is given to the best of the Seller's knowledge.

215.  01/12/25
(Buyer) (Date) (Buyer) (Date)

216. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE**
217. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



AMENDMENT TO PURCHASE AGREEMENT

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1. Date January 31st, 2025

2. Page 1 of 1 pages

3. The undersigned parties to a Purchase Agreement, dated January 13th 2025
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 735 Margaret Street St. Paul MN

6. hereby mutually agree to amend said Purchase Agreement as follows:

7. Seller and buyer agree to remove Max Holdhusen and to add Ling Becker as a signer for Ramsey County.

8. Seller and buyer agree to close on or before 2/28/25

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30. All other terms and conditions of the Purchase Agreement to remain the same.

31. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

32. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



Housing and Redevelopment Authority

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Request for Board Action

Item Number: 2025-069

Meeting Date: 2/18/2025

Sponsor: Community & Economic Development

Title

Presentation: 2025-2029 Housing and Urban Development Consolidated Plan Updates

Recommendation

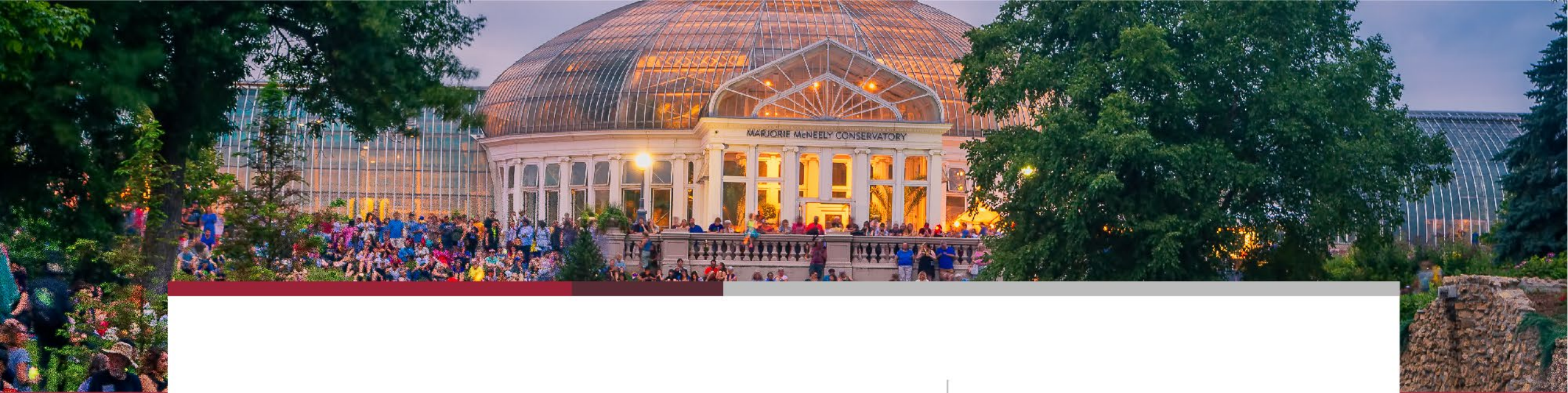
None. For information and discussion only.

Background and Rationale

Community & Economic Development will provide updates on the 2025-2029 Community Development Block Grant Consolidated Plan and 2025 Annual Action Plan.

Attachments

1. Presentation.



2025-2029 Community Development Block Grant (CDBG) Consolidated Plan



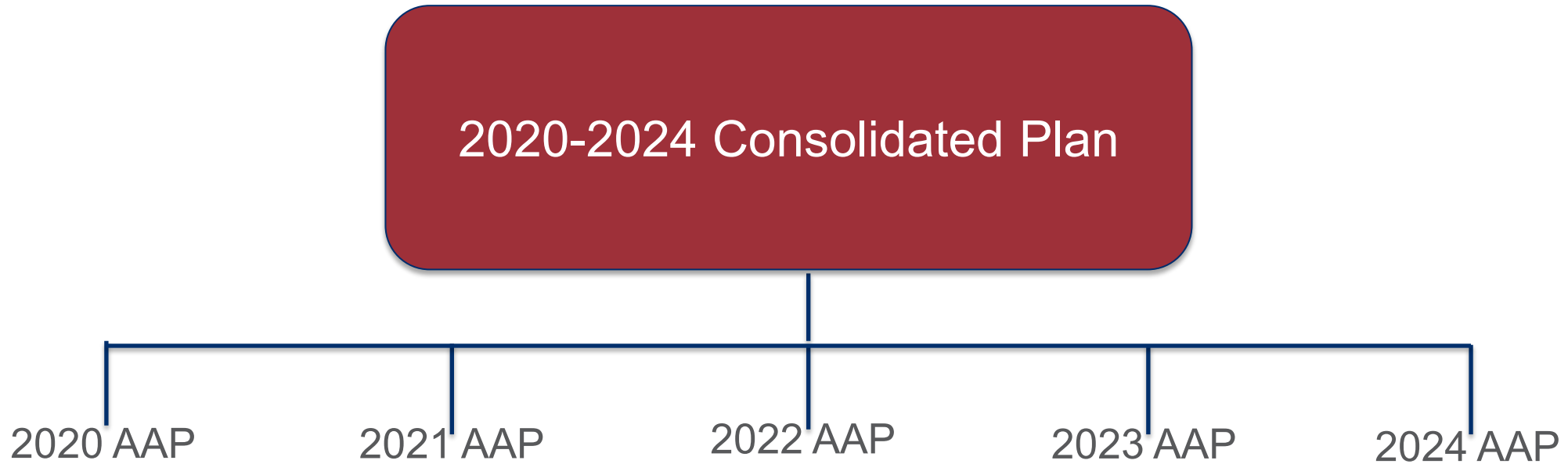
Community Development Block Grant (CDBG)

- CDBG is an annual entitlement grant that Ramsey County receives directly from the Department of U.S. Housing and Urban Development (HUD).
- It is generally for projects and activities that serve low-to-moderate income residents and neighborhoods.
- Eligible activities include public services, infrastructure/facilities, and housing rehabilitation, and administration.
- Ramsey County's CDBG can only be used in Suburban Ramsey County (outside the City of Saint Paul).

Consolidated Planning Process

- Every five years each CDBG grantee must complete a Consolidated Plan.
- The goal of the planning process:
 - Assess affordable housing and community development needs.
 - Prioritize funding for eligible activities.
- The plan requires resident participation and consultation with community partners.
- The Con Plan is implemented through 5 separate Annual Action Plans (AAP).
- The AAP sets the use of funds for that fiscal year.
 - activities are selected during a competitive solicitation
 - Proposed Use of Funds considered annually by the HRA Board.

Review of 2020-2024 Consolidated Plan



- \$5,963,225 available funding during this five-year period.
- Annual awards varied from \$1,164,097 to \$1,215,369.
- Funding went to eligible housing rehabilitation, infrastructure/improvements, public services and administrative costs.

2025-2029 Consolidated Plan

2025 AAP

2026 AAP

2027 AAP

2028 AAP

2029 AAP

2025-2029 Consolidated Plan

- Normally the Con Plan and/or AAP would be submitted in May.
- HUD provided guidance in 2025 to postpone submittal of Con Plan and AAP until a federal budget is passed.
- Staff will postpone annual CDBG Solicitation.
 - Prevent extra work by applicants and staff.
 - Communication with community partners informing of delay.
- CED staff will continue to work on community engagement and needs assessment during delay.
- We still believe final HUD approval of 2025-2029 Con Plan and the 2025 AAP must be completed by mid-August 2025.