



**REGULAR HOUSING AND REDEVELOPMENT AUTHORITY MEETING
VIRTUAL MEETING HELD VIA WEBEX
FEBRUARY 16, 2021
7:00 PM**

Call to Order

Attendance Roll Call

Open Forum: Opportunity to address the HRA on items not on the Agenda; dial 612-861-0651.

PRESENTATIONS

1. Housing and Redevelopment Authority and Economic Development Authority 2020 Year In Review

AGENDA APPROVAL

2. Approval of the Agenda
3. **Consent Calendar contains several separate items which are acted upon by the HRA in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further HRA action on these items is necessary. However, any HRA Commissioner may request that an item be removed from the Consent Calendar and placed on the regular agenda for HRA discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider a resolution approving temporary construction easements with the Metropolitan Council over property located at 6613-25 Portland Avenue.

Staff Report No. 8
 - B. Consideration of the adoption of a resolution approving several documents and authorizations relating to the construction financing for the Cedar Point II apartments.

Staff Report No. 9
4. Consideration of items, if any, removed from Consent Calendar

OTHER BUSINESS

5. Consider a request for a deferred loan settlement in the amount of \$3,000 to satisfy a deferred loan issued to Clare Zweber at 6905 Xerxes Avenue South.

Staff Report No. 10

HRA DISCUSSION ITEMS

6. HRA Discussion Items

EXECUTIVE DIRECTOR REPORT

7. Executive Director's Report

CLAIMS

8. Claims

9. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



HOUSING AND REDEVELOPMENT AUTHORITY MEETING MINUTES

Richfield, Minnesota

Regular Meeting

January 19, 2021

CALL TO ORDER

The meeting was called to order by Chair Supple at 7:00 p.m. via Webex.

HRA Members Present: Mary Supple, Chair; Maria Regan Gonzalez; Sue Sandahl; Pat Elliott and Erin Vrieze Daniels.

HRA Members Absent: None

Staff Present: John Stark, Executive Director; Melissa Poehlman, Assistant Community Development Director; Julie Urban, Housing Manager; and LaTonia DuBois, Administrative Assistant.

Others Present: Rebecca Kurtz, Ehlers; Paul Lynch, PLH & Associates; Charlie Bird, PLH & Associates.

CONSIDERATION OF THE ELECTION OF OFFICERS AND DESIGNATION OF ASSISTANT TO THE SECRETARY FOR THE RICHFIELD HOUSING AND REDEVELOPMENT AUTHORITY FOR 2021. (S.R. NO. 1)

Chair Supple opened nominations.

M/Sandahl, S/Vrieze Daniels to elect Mary Supple as Chairperson.

Motion carried 5-0

M/Elliott, S/Regan Gonzalez to elect Erin Vrieze Daniels as Vice Chair.

Motion carried 5-0

M/Sandahl, S/Elliott to elect Maria Regan Gonzales as Secretary.

Motion carried 5-0

M/Supple, S/Elliott to elect LaTonia DuBois to serve as Assistant to the Secretary.

Motion carried 5-0

OPEN FORUM

Administrative Assistant DuBois provided instructions to call in for the open forum.

No Callers.

APPROVAL OF THE MINUTES

M/Sandahl, S/Regan Gonzalez to approve the minutes of the regular Housing and Redevelopment Authority meeting of December 21, 2020.

Item #1**APPROVAL OF THE AGENDA**

M/Sandahl, S/Elliott to approve the agenda.

Motion carried 5-0

Item #2**CONSENT CALENDAR**

Executive Director Stark presented the Consent Calendar:

- A. Consideration of resolutions designating official depositories for the Housing and Redevelopment Authority for 2021, including the approval of collateral. (S.R. No. 2)

RESOLUTION NO. 1383

RESOLUTION DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS DEPOSITORIES FOR THE INVESTMENT OF HOUSING AND REDEVELOPMENT AUTHORITY OF RICHFIELD FUNDS IN 2021

RESOLUTION NO. 1384

RESOLUTION DESIGNATING CERTAIN SAVING AND LOAN ASSOCIATIONS, BANKS AND CREDIT UNIONS AS DEPOSITORIES FOR THE INVESTMENT OF HOUSING AND REDEVELOPMENT AUTHORITY OF RICHFIELD FUNDS IN 2021

RESOLUTION NO. 1385

RESOLUTION DESIGNATING U.S. BANK A DEPOSITORY OF FUNDS OF THE HRA OF RICHFIELD FOR THE YEAR 2021

- B. Consideration of a resolution approving up to \$13,500 in financial assistance for the West Hennepin Affordable Housing Land Trust to mitigate hazardous materials at 7132 Columbus Avenue South under the New Home Program. (S.R. No. 3)

M/Regan Gonzalez, S/Sandahl to approve the Consent Calendar.

Motion Carried 5-0

Item #3	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #4	CONSIDERATION OF THE ADOPTION OF RESOLUTIONS REGARDING THE MODIFICATION OF THE REDEVELOPMENT PLAN FOR THE REICHFIELD REDEVELOPMENT PROJECT AREA, THE ESTABLISHMENT OF 2020-2 TAX INCREMENT FINANCING DISTRICT: EMI, AND ESTABLISHMENT OF AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH THE 2020-2 TAX INCREMENT FINANCE DISTRICT: EMI. (S.R. NO. 4)
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Assistant Community Development Director Poehlman presented Staff Report No. 4.

Commissioner Sandahl inquired about the meaning of EMI.

Paul Lynch, explained the EMI is his daughter's nickname and the project is named after her.

M/Regan Gonzalez, S/Sandahl to adopt a resolution modifying the Redevelopment Plan for the Richfield Redevelopment Project Area, establishing a Tax Increment Finance District No. 2020-2: EMI therein, and adopting the Tax Increment Financing Plan therefor; and to adopt a resolution authorizing an internal loan for advance of certain costs in connection with the 2020-2 Tax Increment Finance District: EMI.

RESOLUTION NO. 1388

RESOLUTION APPROVING A MODIFICATION TO THE REDEVELOPMENT PLAN FOR THE RICHFIELD REDEVELOPMENT PROJECT; AND APPROVING A TAX INCREMENT FINANCING PLAN FOR THE 2020-2 TAX INCREMENT FINANCE DISTRICT: EMI

RESOLUTION NO. 1387

RESOLUTION AUTHORIZING INTERNAL LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH THE 2020-2 TAX INCREMENT FINANCE DISTRICT: EMI

Motion Carried 5-0

Item #5	CONSIDERATION OF THE ADOPTION OF A RESOLUTION APPROVING A CONTRACT FOR PRIVATE DEVELOPMENT WITH PLH & ASSOCIATES – 6605 1ST, LLC AND AUTHORIZING THE ISSUANCE OF A TAX INCREMENT LIMITED REVENUE NOTE RELATED TO THE CONSTRUCTION OF A 42 UNIT MIXED USE PROJECT AT 101 66TH STREET EAST. (S.R. NO. 5)
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Assistant Community Development Director presented Staff Report 5.

Commissioner Vreize Daniels stated she was happy to see the project moving forward and thanked those who worked on the project.

Chair Supple inquired about unit size.

Assistant Community Development Director explained a two bedroom could be substituted for any other specified units, except the ADA unit.

M/Regan Gonzalez, S/Vrieze Daniels to approve a resolution approving a Contract for Private Development with PLH & Associates – 6605 1st, LLC and authorizing the issuance of a Tax Increment Limited Revenue Note.

RESOLUTION NO. 1386

RESOLUTION APPROVING CONTRACT FOR PRIVATE DEVELOPMENT WITH PLH & ASSOCIATES – 6605 1ST, LLC AND AUTHORIZING THE ISSUANCE OF A TAX INCREMENT LIMITED REVENUE NOTE

Motion carried 5-0

Item #6	DESIGNATION OF COMMUNITY DEVELOPMENT DIRECTOR JOHN STARK AS THE EXECUTIVE DIRECTOR OF THE RICHFIELD HOUSING AND REDEVELOPMENT AUTHORITY FOR 2021. (S.R. NO.6)
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Executive Director Stark presented Staff Report 6.

Commissioner Sandahl expressed support for Executive Director Stark.

Commissioner Regan Gonzalez thanked Executive Director and Staff for innovative programs for the community.

Chair Supple echoed statements of Commissioner Regan Gonzalez.

M/Sandahl, S/Elliott to designate of Community Development Director John Stark as the Housing and Redevelopment Authority Executive Director until the first regular meeting is conducted by the HRA in 2022.

Motion carried 5-0

Item #7	CONSIDERATION OF AN AUTHORIZATION OF THE EXECUTIVE DIRECTOR TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH VOLUNTEERS ENLISTED TO ASSIST PEOPLE FOR PROVIDING EMERGENCY RENT ASSISTANCE, AS THE NEED ARISES. (S.R. NO. 7)
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Housing Manager Urban presented Staff Report No. 7.

Executive Director Stark explained that the City Manager has committed to the HRA that the City would reimburse the HRA up to \$25,000 if the HRA expends the entire \$125,000.

Commissioner Regan Gonzalez mentioned concerns regarding the lifting of the eviction moratorium and spoke of the need to advocate at the state level with VEAP and other partners and the desire to keep this discussion item open going forward. Inquired about communication kinks that residents experienced previously while trying to access funding.

Housing Manager Urban provided updates regarding housing groups at the state level as well as improvements VEAP has made by hiring more staff, including bi-lingual staff. Mentioned there are wait times and to call VEAP.

Commissioner Vrieze Daniels inquired about how much money is currently in the Capital Improvement Fund.

Executive Director Stark explained.

Chair Supple inquired about homeowner mortgage forbearance discussion with the governor.

Housing Manager Urban explained.

M/Vrieze Daniels, S/Regan Gonzalez to authorize the Executive Director to amend the Professional Services Agreement with Volunteers Enlisted to Assist People, as needed, up to \$125,000.

Motion carried 5-0

Item #8	HRA DISCUSSION ITEMS
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Commissioner Sandahl inquired about a study being done with the American Legion site.

Executive Director Stark explained that the study is beginning now. Assistant Community Development Director Poehlman spoke of steps being taken for the study.

Commissioner Elliott shared this would be his last HRA meeting, expressed his gratitude for working with staff and other commissioners.

Chair Supple, Commissioner Vrieze Daniels, Commissioner Regan Gonzalez and Commissioner Sandahl thanked Commissioner Elliott.

Item #9	EXECUTIVE DIRECTOR REPORT
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Executive Director Stark provided an update on the recruiting process for the vacant HRA seat Commissioner Elliott leaves behind.

Item #10	CLAIMS
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M/Sandahl, S/Vrieze Daniels that the following claims be approved:

U.S. BANK	1/19/2021
Section 8 Checks: 132426-132510	\$187,940.68
HRA Checks: 33939-33956	\$84,437.21
TOTAL	\$263,377.89

Motion carried 5-0

Item #10	ADJOURNMENT
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The meeting was adjourned by unanimous consent at 7:44 p.m.

Date Approved: February 16, 2021

Mary B. Supple
HRA Chair

LaTonia DuBois
Administrative Assistant

John Stark
Executive Director



STAFF REPORT NO. 8
HOUSING AND REDEVELOPMENT AUTHORITY
MEETING
2/16/2021

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager
OTHER DEPARTMENT REVIEW:

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director
2/11/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution approving temporary construction easements with the Metropolitan Council over property located at 6613-25 Portland Avenue.

EXECUTIVE SUMMARY:

The Metropolitan Council plans to construct a bus rapid transit line called the D-line, which will start at the Mall of America and end in Brooklyn Center, running through Richfield along Portland Avenue. The contract for building the line is scheduled to be issued this spring with construction to begin shortly thereafter. Several stations will be constructed in Richfield, including one at 66th Street and Portland Avenue. The northbound station will be located in front of the property at 6613-25 Portland that is owned by the Housing and Redevelopment Authority (HRA). The Metropolitan Council is seeking a temporary construction easement over a portion of the HRA property during construction of the station. The actual construction time of this particular station is only a few months; however, the easement period covers the entire time period for construction of all of the stations, which is from March 1, 2021, until October 31, 2023. The Metropolitan Council has agreed to end the easement once construction of this station is completed, so the time period may be considerably shorter.

The HRA has been seeking a development for the site for several years but has no agreement with anyone to develop the lot at this time. A concept plan was shared with HRA staff this fall but was placed on hold when the recent moratorium for the Veterans Park area was enacted. That moratorium precludes development on the site for the immediate future. The proposed temporary easement may or may not inhibit development beyond that time. Any future development of the site will likely involve setting buildings forward on the lot, which could be in conflict with the easement area. Development that seeks to build within the easement area will either need to wait until completion of the transit project or work around the easement area.

RECOMMENDED ACTION:

By motion: Adopt a resolution approving temporary easements with the Metropolitan Council over property located at 6613-25 Portland Avenue.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The parcels at 6613-25 Portland Avenue were purchased in 2007 for the construction of the roundabout at 66th Street and Portland Avenue. The City deeded the property to the HRA in order to pursue a housing development on the remnant parcel.

- Several developers have expressed interest in the property over the years; however, none have reached the level of a formal application to the HRA.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

The property is guided for medium density residential housing, and the HRA has spoken with a handful of developers over the years about developing housing on the site, including duplexes/twin homes, townhomes and a small apartment building.

C. CRITICAL TIMING ISSUES:

- The proposed easement time period is from March 1, 2021 to October 31, 2023. Metropolitan Council staff have been unwilling to reduce the time period; however, they have agreed to end the term of the easement once work is complete. At this time, they do not know when construction of this Richfield station will take place. They are in the process of identifying a contractor for the project. Once the contractor is identified, a schedule for completion of the project will be known.
- The HRA property is currently part of the development moratorium relating to Veterans Memorial Park and the American Legion site. Development cannot occur on the HRA property until after the moratorium concludes in late June.

D. FINANCIAL IMPACT:

While the easement is temporary in nature, it does cover enough land at the north end of the property to potentially affect future development of the property. The station itself will be contained entirely within existing right-of-way; however, additional land is needed for equipment storage and final grading. Metropolitan Council staff have agreed to work with HRA staff in the event that a future development is identified for the site that conflicts with the construction project's use of the easement area.

E. LEGAL CONSIDERATION:

The HRA Attorney reviewed the proposed easements and would review and approve any final adjustments to the easement language.

ALTERNATIVE RECOMMENDATION(S):

Decide not to grant the temporary easement.

PRINCIPAL PARTIES EXPECTED AT MEETING:

NA

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter
□ D-Line Station Temporary Easement Area	Backup Material
□ Temporary Construction Easement Parcel 105	Backup Material
□ Temporary Construction Easement Parcel 106	Backup Material
□ Temporary Construction Easement Parcel 107	Backup Material
□ Temporary Construction Easement Parcel 108	Backup Material

**HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF RICHFIELD, MINNESOTA**

RESOLUTION NO. _____

RESOLUTION APPROVING TEMPORARY EASEMENTS WITH METROPOLITAN COUNCIL

WHEREAS, the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the “Authority”) was created pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended, and was authorized to transact business and exercise its powers by a resolution of the City Council of the City of Richfield, Minnesota; and

WHEREAS, Metropolitan Council is in the process of constructing the Metro D-Line Bus Rapid Transit Project #62800 (the “Project”); and

WHEREAS, in connection with the construction of the Project, Metropolitan Council requires access to certain property owned by the Authority; and

WHEREAS, there have been presented to the Board of Commissioners of the Authority four separate forms of Temporary Construction Easement (collectively, the “Temporary Construction Easements”) to be executed by the Authority, as grantor, and Metropolitan Council, as grantee, with respect to the proposed temporary easements to be granted for the property legally described therein; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota as follows:

1. The Temporary Construction Easements are hereby in all respects authorized, approved, and confirmed, and the Chair and the Executive Director are hereby authorized and directed to execute the Temporary Construction Easements for and on behalf of the Authority in substantially the forms now on file with the Executive Director but with such modifications as shall be deemed necessary, desirable, or appropriate, the execution thereof to constitute conclusive evidence of their approval of any and all modifications therein.

2. The Chair and the Executive Director are hereby authorized to execute and deliver to Metropolitan Council any and all documents deemed necessary to carry out the intentions of this resolution and the Temporary Construction Easements.

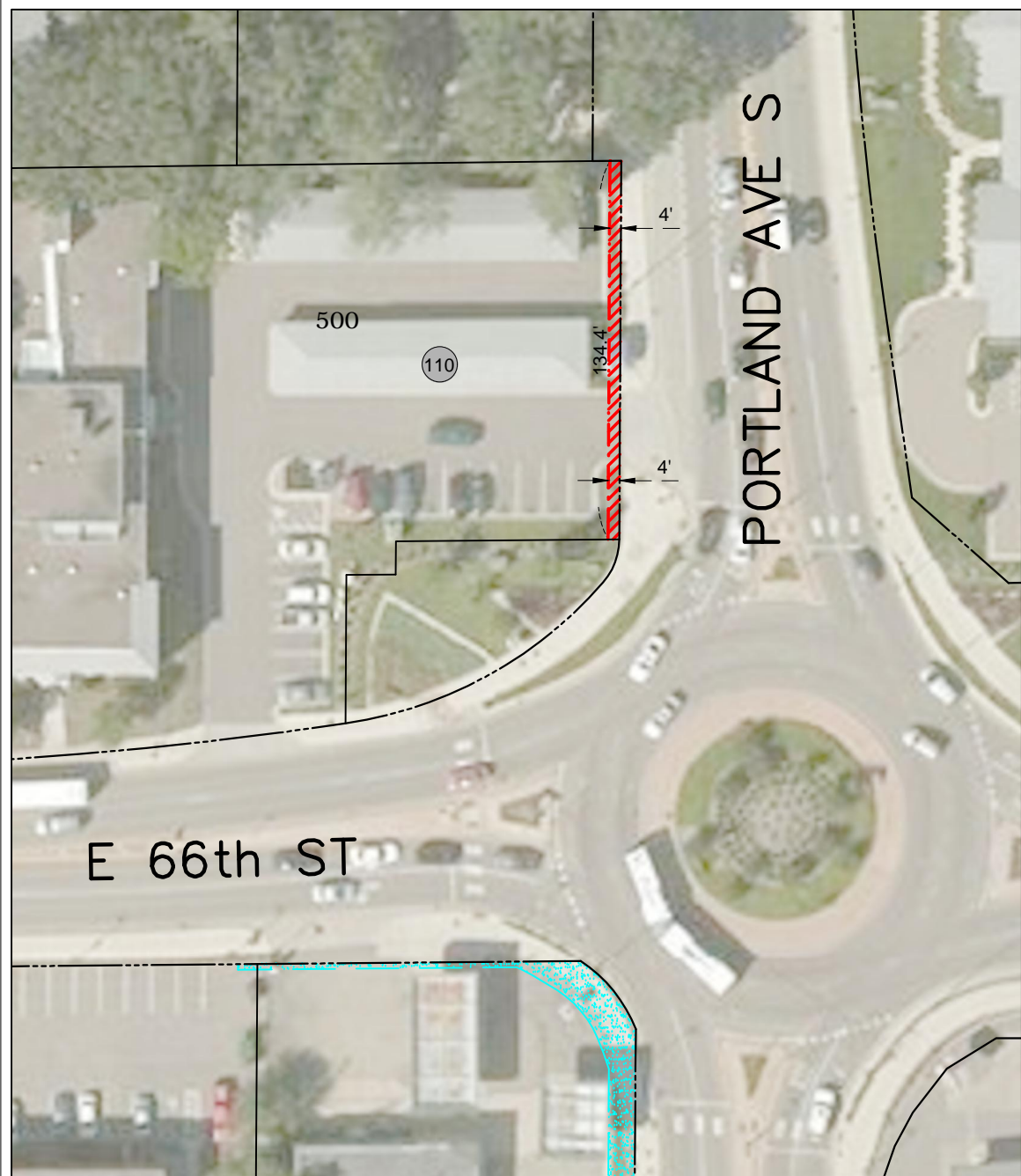
3. This resolution shall be in full force and effect after its adoption.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 16th day of February, 2021.

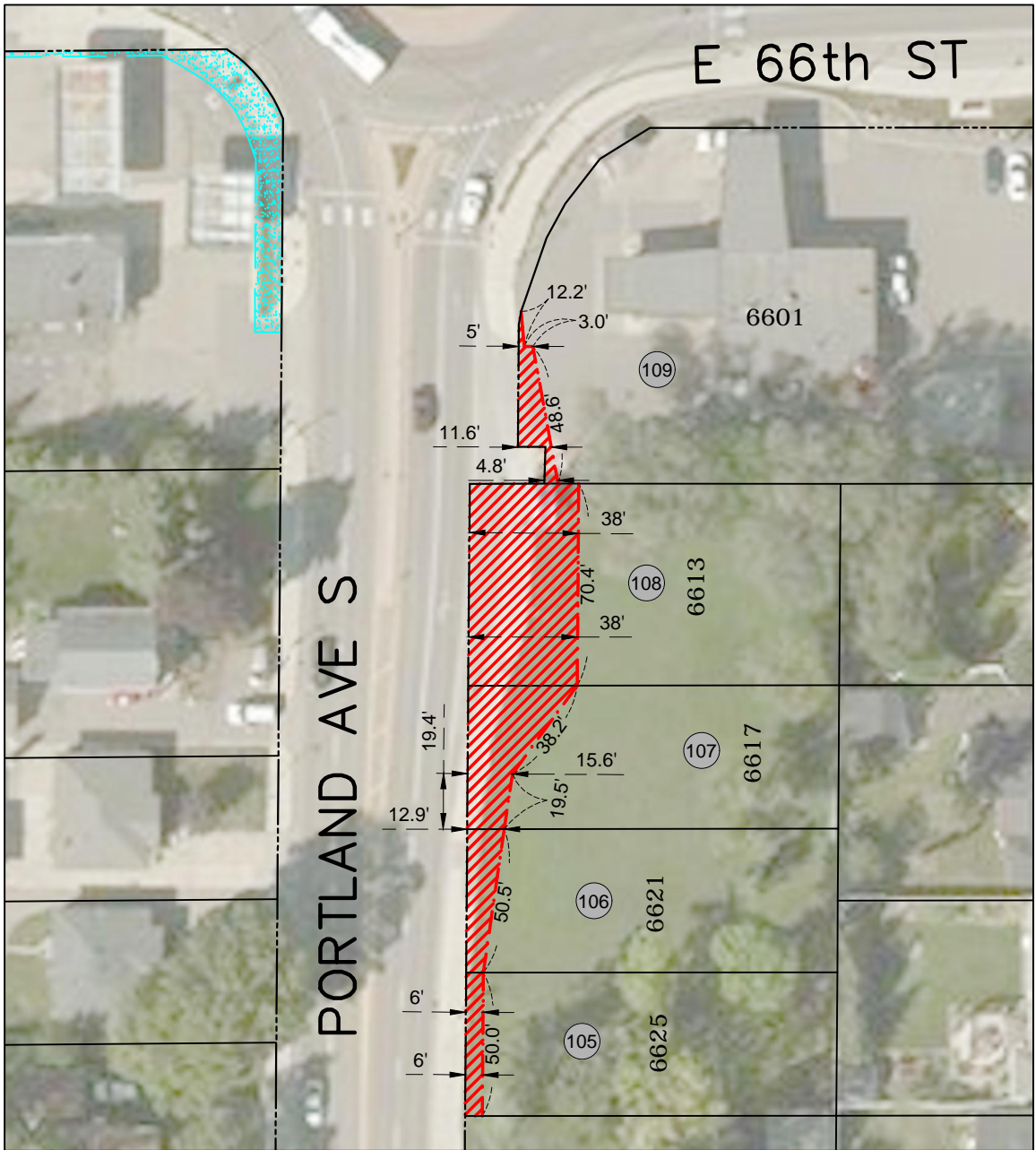
Mary B. Supple, Chair

ATTEST:

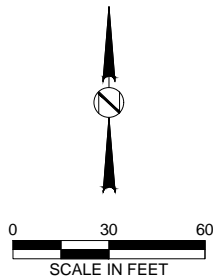
Maria Regan Gonzalez, Secretary



- LEGEND
- EXISTING PERMANENT EASEMENT
 - NEW TEMPORARY CONSTRUCTION EASEMENT
 - EXISTING PERMANENT EASEMENT
 - NEW TEMPORARY CONSTRUCTION EASEMENT
 - PROJECT PARCEL NUMBER



110	
OWNER	AKINS VICTORIA MANOR LLC
PID NUMBER	327-028-24-14-0097
ENTIRE PARCEL	47,462 SF
NEW TEMPORARY CONSTRUCTION EASEMENT	538 SF



NOTE: NOT A BOUNDARY SURVEY

NO.	DATE	BY	REMARKS
4	7/17/2020	LJF	REVISED PARCEL 109
6	11/25/2020	LJF	REVISED PARCELS 106, 107, AND 108
REVISIONS			

DIVISION (MCES OR TRANSIT)
MANAGER:
SIGNATURE: _____
DATE:

REAL ESTATE OFFICE
MANAGER: GREG EWIG
SIGNATURE: _____
DATE:

Project Number: 62800
Richfield, Hennepin County
PROJECT WORK MAP

PAGE:
6 OF 22

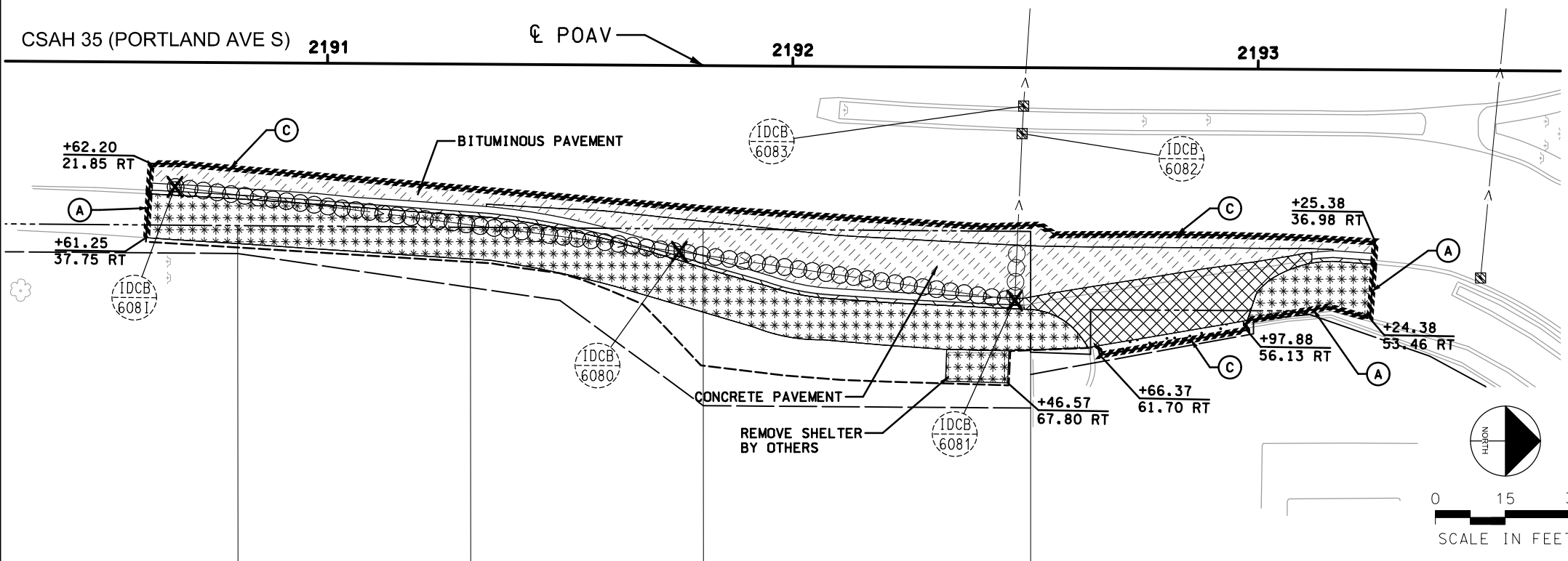
METROPOLITAN COUNCIL
390 ROBERT ST
ST. PAUL, MINNESOTA 55101



Work Map Template v3 2.2.17

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REMOVAL PLAN



REMOVAL LEGEND

CLEAR AND GRUB TREE(S)		REMOVE STORM SEWER	
REMOVE PAVEMENT		REMOVE RETAINING WALL	
REMOVE CONCRETE WALK		REMOVE CURB AND GUTTER	
REMOVE CONCRETE DRIVEWAY PAVEMENT		CONSTRUCTION LIMITS	
REMOVE BITUMINOUS WALK		SAWCUT (FULL DEPTH) BITUMINOUS OR CONCRETE PAVEMENT AS NOTED	
REMOVE BITUMINOUS DRIVEWAY PAVEMENT		EXISTING RIGHT OF WAY	
MILL BITUMINOUS SURFACE		EXISTING PERMANENT EASEMENT	
REMOVE STORM MH/CB		PROPOSED PERMANENT EASEMENT	
EXISTING CATCH BASIN/MANHOLE NUMBER		TEMPORARY EASEMENT	
		REMOVE STREETCAR TRACKS	

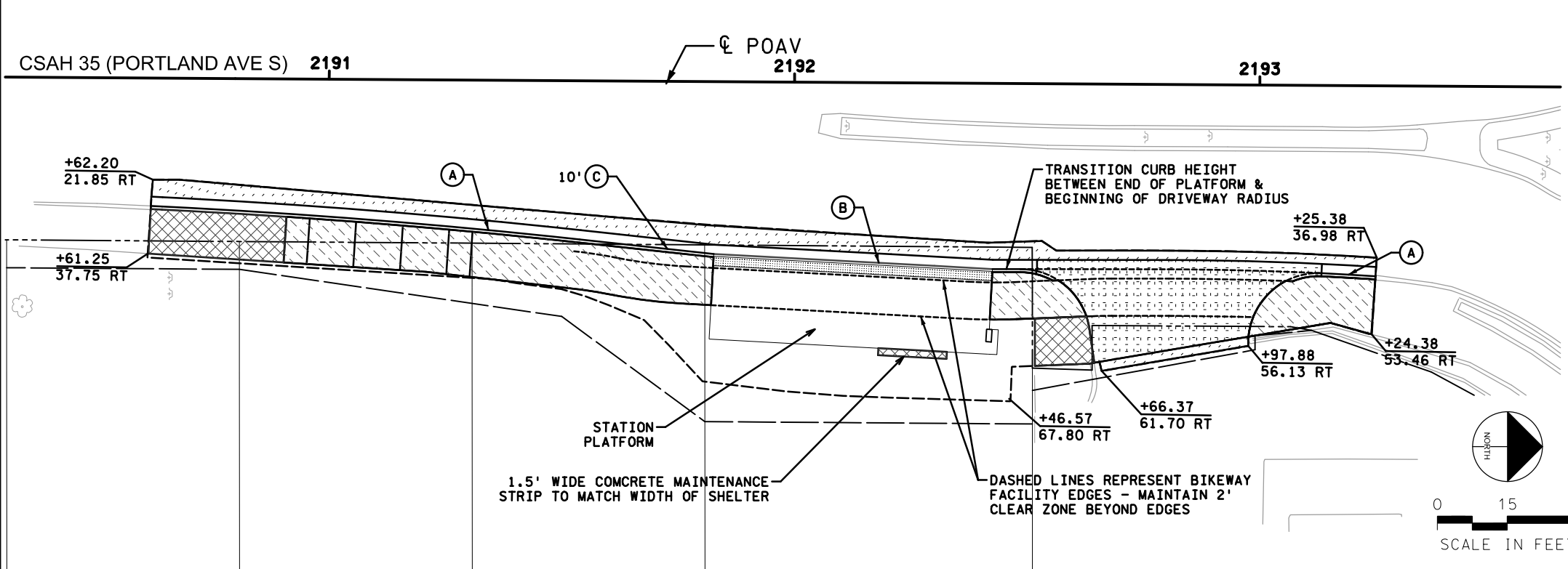
GENERAL NOTES

SEE DRAINAGE AND SANITARY SEWER & WATERMAIN PLANS FOR UTILITY RELOCATIONS AND ADJUSTMENTS.
SEE SIGNING AND PAVEMENT MARKING PLAN FOR INPLACE SIGN REMOVALS AND SALVAGES.

SPECIFIC NOTES

- (A) SAWCUT CONCRETE AND BITUMINOUS WALK (INCIDENTAL)
- (B) SAWCUT CONCRETE DRIVEWAY (SAWING CONCRETE PAVEMENT FULL DEPTH)
- (C) SAWING BITUMINOUS PAVEMENT (FULL DEPTH)
- (D) SAWING CONCRETE PAVEMENT (FULL DEPTH)

CONSTRUCTION PLAN



GENERAL NOTES

DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
SEE SHEET 665 FOR INTERSECTION DETAILS.
SEE CURBLINE ALIGNMENT & PROFILE FOR FLOWLINE ELEVATIONS.
TAPER RATES ARE APPROXIMATE.
SEE SHEET 31 FOR CONCRETE CURB DESIGN V DETAILS.

SPECIFIC NOTES

- (A) B624 CURB & GUTTER
- (B) B924 MODIFIED CURB
- (C) 6" TO 9" CURB TRANSITION (PAID AS B9XX CURB)
- (D) MATCH EXISTING SIDEWALK WIDTH

CONSTRUCTION LEGEND

EXISTING TREE - PROTECT IN PLACE		BRICK PAVERS	
PROPOSED TREE (BUS PAD)		4" CONCRETE WALK SPECIAL (STAMPED)	
10" CONCRETE (BUS PAD)		4" CONCRETE WALK	
6" CONCRETE DRIVEWAY PAVEMENT		6" CONCRETE WALK	
8" CONCRETE DRIVEWAY PAVEMENT		EXISTING RIGHT OF WAY	
CONCRETE PAVEMENT (SEE STATION INSET)		EXISTING PERMANENT EASEMENTS	
BITUMINOUS PAVEMENT (SEE STATION INSET)		PROPOSED PERMANENT EASEMENTS	
OVERLAY BITUMINOUS PAVEMENT		TEMPORARY EASEMENTS	
TRUNCATED DOME		CONSTRUCTION LIMITS	
		CONC. CURB & GUTTER	

NO.	DATE	BY	REVISION / SUBMITTAL	APP

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

[Signature]

DATE: 10/16/2020 MIN. LIC. NO. 44961

DESIGN BY:
BRS

DRAWN BY:
LMK

CHECK BY:
CJS

REMOVAL & CONSTRUCTION PLAN
STATION # 8



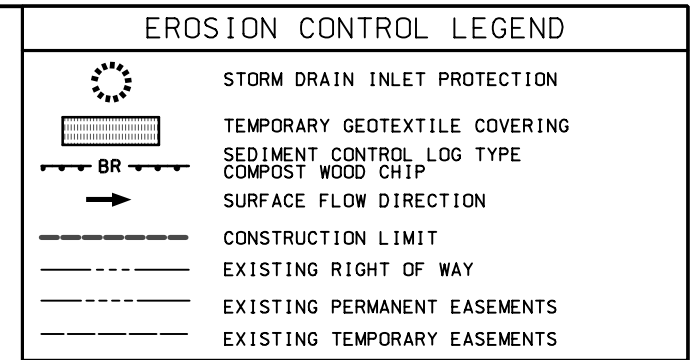
STATION
PORTLAND AVENUE SOUTH
PORTLAND & 66TH STREET

DIRECTION
NORTHBOUND

S.A.P. 027-030-053
S.P. 027-605-030
S.A.P. 141-030-049
S.A.P. 107-399-033
S.P. 141-030-049

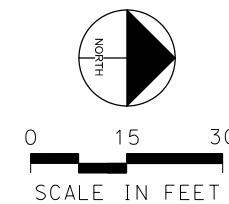
SHEET 658 OF 1735

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ALL EXPOSED SOIL AREAS SHALL BE STABILIZED USING TEMPORARY GEOTEXTILE COVERING. STABILIZATION MUST BE COMPLETE WITHIN TIME FRAMES SPECIFIED IN NPDES PERMIT.

FOR DRAINAGE STRUCTURES THAT ARE TO BE REMOVED,
PLACE INLET PROTECTION UNTIL STRUCTURE REMOVAL.



TURF ESTABLISHMENT PLAN

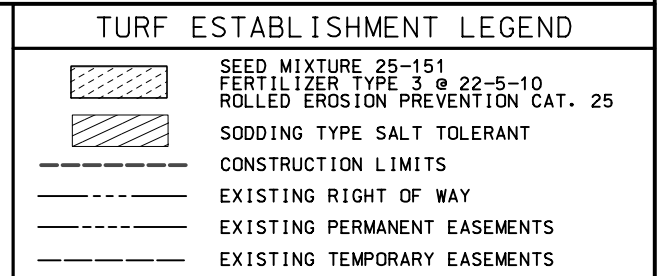
☉ POAV

2192 2193 2194

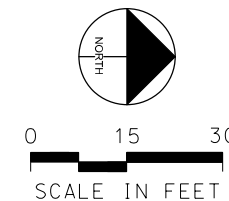
CSAH 35 (PORTLAND AVE S)

CSAH 53 (E 66TH ST)

0 15
SCALE IN FEET



PLACE SEED AND STABILIZED FIBER MATRIX IN NARROW AREAS
BEHIND WALK WHEN DIRECTED BY ENGINEER.

[illegible]

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 10/16/2020 MIN. LIC. NO. 24333

DESIGN BY: CJE

DRAWN BY:
KTM

CHECK BY:
HZ

T METRO
D Line

H&R HZUNITED

DIRECTION
NORTHBOUND

S.A.P. 027-030-053
S.P. 027-605-030
S.A.P. 141-030-049
S.A.P. 107-399-033
S.P. 141-030-049

SHEET	OF
678	1735

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11/23/2020
D-Line pentable.tbl

TEMPORARY CONSTRUCTION EASEMENT
Parcel No. 105

This Temporary Construction Easement (“Temporary Easement”) is made by the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, (“Grantor”) and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Grantee”) (collectively referred to as the “Parties” or each a “Party”).

Recitals

Whereas, Grantor is the fee owner of real property located in Richfield, Minnesota and is as legally described on the attached Exhibit A (“Property”); and

Whereas, Grantee is constructing the Metro D-Line Bus Rapid Transit Project #62800 (“Project”) for which it needs a Temporary Easement in, over, across, under and above portions of Grantor’s Property; and

Whereas, the purpose of the Temporary Easement is to, without limitation, locate, stage, install, and construct the Project and associated improvements (“Work”).

Now therefore, for valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

Terms of Temporary Easement

1. Grant of Temporary Easement. Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a temporary easement in, over, across, under, and above that part of the Property legally described on the attached Exhibit B, and further depicted on the attached Exhibit C for the Work (the “Easement Area”).

Subsequent to the date of the Temporary Easement and until such Temporary Easement has expired, Grantor, its heirs, successors, and assigns, will not erect,

construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

2. Term of Temporary Easement. The Temporary Easement shall commence on March 1, 2021 and shall remain in full force and effect until October 31, 2024 (the "Term") unless otherwise extended in writing by the Parties consistent with paragraph 6. Notwithstanding the foregoing, once the Work is completed on the Property and upon request of the Grantor, the Grantee shall provide the Grantor with a Release of Easement pursuant to paragraph 9.

3. Redevelopment of Property. The Grantee acknowledges and understands that the Grantor is actively marketing the Property for redevelopment. If the Grantor enters into a contract to redevelop the Property during the term of this Temporary Easement, the Grantee will work cooperatively with the Grantor to ensure that access to the Property is available to commence the redevelopment of the Property. If grading has not been completed on the Property, the Grantee and the Grantor will also work cooperatively to adjust the grading done by Grantee on the Property. In addition, the Grantee will work with its contractor for the Project to complete the Work in a timely fashion.

4. Restoration. Upon completion of the Project but prior to the expiration of the Term or Termination of the Temporary Easement pursuant to paragraph 9, Grantee shall restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Temporary Easement.

5. Extension Option of Temporary Easements and Payment. Grantor also grants to Grantee two (2) options to extend the term of the Temporary Construction Easement for a period of six (6) months each in accordance with the following terms:

- a. Each option to extend the term of the Temporary Construction Easement must be exercised by written notice from Grantee to Grantor not less than fourteen (14) days prior to the expiration of the then current term of the Temporary Construction Easement.
- b. Grantee will record notice of each extension against the Property prior to the expiration of the Term.

6. Covenant of Ownership. Grantor covenants that it is the lawful owner and is in lawful possession of the above -described real estate and has the lawful right and authority to convey and grant the Temporary Easement.

7. Notices and Demands. All notices, requests, demands, consents, and other communications required or permitted under this Temporary Easement shall be in writing and shall be deemed to have been duly and properly given three (3)

business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Housing and Redevelopment Authority in and for City of
Richfield
6700 Portland Avenue
Richfield, MN 55423
Attn: John Stark, Executive Director

Grantee: Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101-1805
Attn: Real Estate Office

8. Termination, Amendment, or Release of Easement. The Temporary Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Temporary Easement at any time during the Term by executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Temporary Easement and any extension options exercised pursuant to paragraph 6 have expired, this Temporary Easement shall automatically expire without further action by the Parties.

9. Miscellaneous.

a. Binding Covenant. The provisions and conditions of this Temporary Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

b. Waiver. No waiver of any provision of this Temporary Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Temporary Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. Liability. Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

d. Governing Law. This Temporary Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

e. Counterparts. This Temporary Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Temporary Easement. A physical copy or electronic copy of this Temporary Easement, including its signature pages, will be binding, and deemed to be an original.

f. Severability. The provisions of this Temporary Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

g. No Presumption against Drafter. This Temporary Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Temporary Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

h. Authority of Signatory. Each Party to this Temporary Easement warrants to the other that it has the right and authority to enter into this Temporary Easement.

{Remainder of Page Intentionally Left Blank; Signature Pages to Follow}

METROPOLITAN COUNCIL,
a public corporation and political subdivision of
the State of Minnesota,

By: _____
Title: Acting Regional Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, a Notary Public in and for Ramsey County, Minnesota, do hereby certify that Mary Bogie, the Acting Regional Administrator acting on behalf of the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota appeared before me this day in person and acknowledged that she signed and delivered said instrument on behalf of said public body.

Given under my hand and official seal this _____ day of _____, 2021.

Notary Public

Housing and Redevelopment Authority in and for
the City of Richfield

BY: _____

ITS: Chair

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Mary Supple, the Chair of the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, on behalf of the Grantor.

Notary Public

Housing and Redevelopment Authority in and for
the City of Richfield

BY: _____

ITS: Executive Director

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by John Stark, the Executive Director of the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, on behalf of the Grantor.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Office of the General Counsel
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101

EXHIBIT A
Legal Description of the Property

Lot 31, Auditor's Subdivision No. 340, Hennepin County, Minnesota
Certificate of Title 1418472

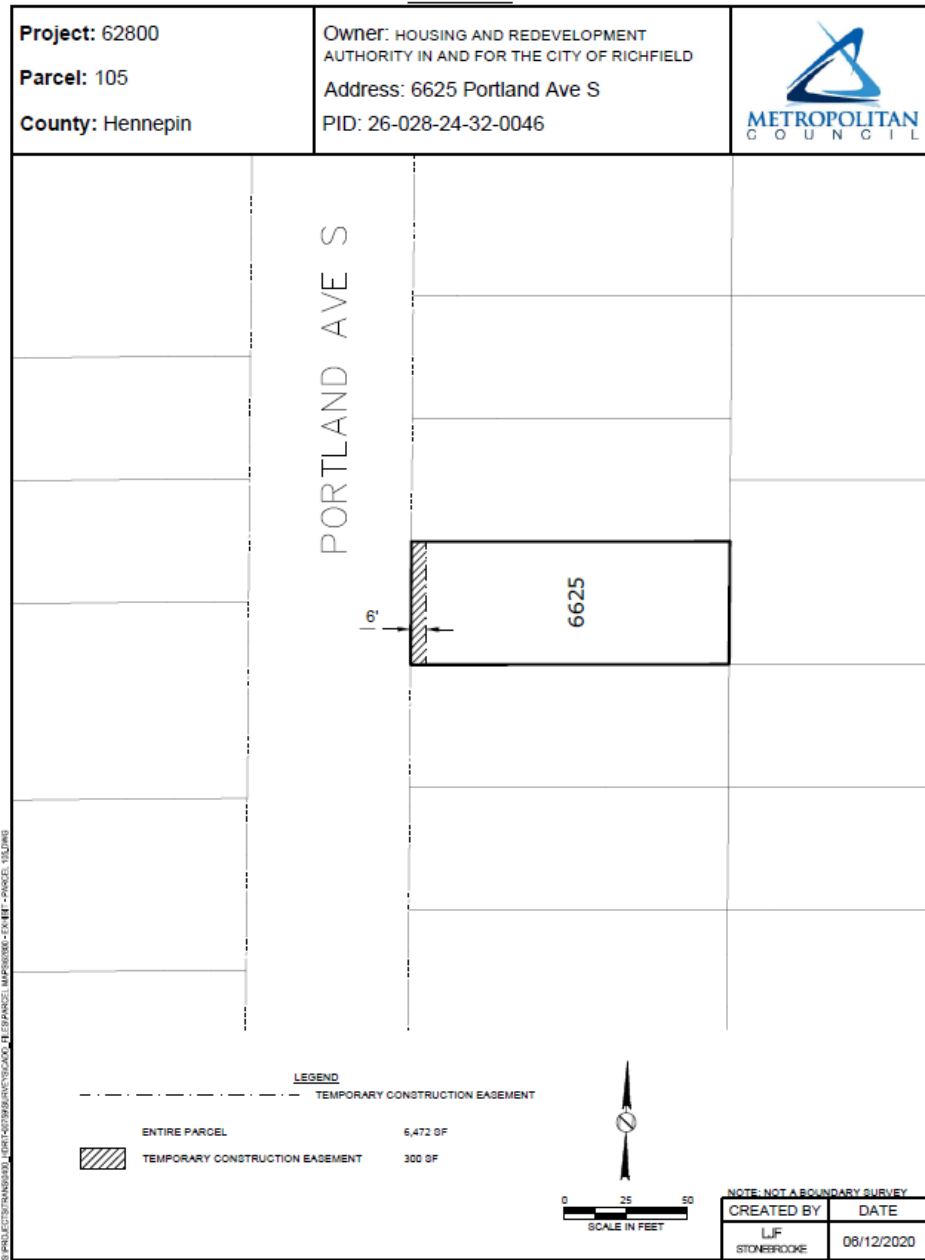
EXHIBIT B

Temporary Construction Easement Area Legal Description

A temporary easement for construction purposes over, across, beneath, and above the west 6.00 feet of Lot 31, Auditor's Subdivision No. 340, Hennepin County, Minnesota.

(Said Temporary Easement contains 300 Square Feet, more or less.)

EXHIBIT C
Temporary Construction Easement Area Depiction
For Reference Purposes Only



TEMPORARY CONSTRUCTION EASEMENT
Parcel No. 106

This Temporary Construction Easement (“Temporary Easement”) is made by the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, (“Grantor”) and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Grantee”) (collectively referred to as the “Parties” or each a “Party”).

Recitals

Whereas, Grantor is the fee owner of real property located in Richfield, Minnesota and is as legally described on the attached Exhibit A (“Property”); and

Whereas, Grantee is constructing the Metro D-Line Bus Rapid Transit Project #62800 (“Project”) for which it needs a Temporary Easement in, over, across, under and above portions of Grantor’s Property; and

Whereas, the purpose of the Temporary Easement is to, without limitation, locate, stage, install, and construct the Project and associated improvements (“Work”).

Now therefore, for valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

Terms of Temporary Easement

1. Grant of Temporary Easement. Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a temporary easement in, over, across, under, and above that part of the Property legally described on the attached Exhibit B, and further depicted on the attached Exhibit C for the Work (the “Easement Area”).

Subsequent to the date of the Temporary Easement and until such Temporary Easement has expired, Grantor, its heirs, successors, and assigns, will not erect,

construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

2. Term of Temporary Easement. The Temporary Easement shall commence on March 1, 2021 and shall remain in full force and effect until October 31, 2024 (the "Term") unless otherwise extended in writing by the Parties consistent with paragraph 6. Notwithstanding the foregoing, once the Work is completed on the Property and upon request of the Grantor, the Grantee shall provide the Grantor with a Release of Easement pursuant to paragraph 9.

3. Redevelopment of Property. The Grantee acknowledges and understands that the Grantor is actively marketing the Property for redevelopment. If the Grantor enters into a contract to redevelop the Property during the term of this Temporary Easement, the Grantee will work cooperatively with the Grantor to ensure that access to the Property is available to commence the redevelopment of the Property. If grading has not been completed on the Property, the Grantee and the Grantor will also work cooperatively to adjust the grading done by Grantee on the Property. In addition, the Grantee will work with its contractor for the Project to complete the Work in a timely fashion.

4. Restoration. Upon completion of the Project but prior to the expiration of the Term or Termination of the Temporary Easement pursuant to paragraph 9, Grantee shall restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Temporary Easement.

5. Extension Option of Temporary Easements and Payment. Grantor also grants to Grantee two (2) options to extend the term of the Temporary Construction Easement for a period of six (6) months each in accordance with the following terms:

- a. Each option to extend the term of the Temporary Construction Easement must be exercised by written notice from Grantee to Grantor not less than fourteen (14) days prior to the expiration of the then current term of the Temporary Construction Easement.
- b. Grantee will record notice of each extension against the Property prior to the expiration of the Term.

6. Covenant of Ownership. Grantor covenants that it is the lawful owner and is in lawful possession of the above -described real estate and has the lawful right and authority to convey and grant the Temporary Easement.

7. Notices and Demands. All notices, requests, demands, consents, and other communications required or permitted under this Temporary Easement shall be in writing and shall be deemed to have been duly and properly given three (3)

business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Housing and Redevelopment Authority in and for City of
Richfield
6700 Portland Avenue
Richfield, MN 55423
Attn: John Stark, Executive Director

Grantee: Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101-1805
Attn: Real Estate Office

8. Termination, Amendment, or Release of Easement. The Temporary Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Temporary Easement at any time during the Term by executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Temporary Easement and any extension options exercised pursuant to paragraph 6 have expired, this Temporary Easement shall automatically expire without further action by the Parties.

9. Miscellaneous.

a. Binding Covenant. The provisions and conditions of this Temporary Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

b. Waiver. No waiver of any provision of this Temporary Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Temporary Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. Liability. Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

d. Governing Law. This Temporary Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

e. Counterparts. This Temporary Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Temporary Easement. A physical copy or electronic copy of this Temporary Easement, including its signature pages, will be binding, and deemed to be an original.

f. Severability. The provisions of this Temporary Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

g. No Presumption against Drafter. This Temporary Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Temporary Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

h. Authority of Signatory. Each Party to this Temporary Easement warrants to the other that it has the right and authority to enter into this Temporary Easement.

{Remainder of Page Intentionally Left Blank; Signature Pages to Follow}

METROPOLITAN COUNCIL,
a public corporation and political subdivision of
the State of Minnesota,

By: _____
Title: Acting Regional Administrator

[illegible]

I, the undersigned, a Notary Public in and for Ramsey County, Minnesota, do hereby certify that Mary Bogie, the Acting Regional Administrator acting on behalf of the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota appeared before me this day in person and acknowledged that she signed and delivered said instrument on behalf of said public body.

Given under my hand and official seal this _____ day of _____, 2021.

Notary Public

Housing and Redevelopment Authority in and for
the City of Richfield

BY: _____

ITS: Chair

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Mary Supple, the Chair of the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, on behalf of the Grantor.

Notary Public

Housing and Redevelopment Authority in and for
the City of Richfield

BY: _____

ITS: Executive Director

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by John Stark, the Executive Director of the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, on behalf of the Grantor.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Office of the General Counsel
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101

EXHIBIT A
Legal Description of the Property

Lot 32, Auditor's Subdivision No. 340, Hennepin County,
Minnesota Certificate of Title 1418471

EXHIBIT B

Temporary Construction Easement Area Legal Description

A temporary easement for construction purposes over, under and across that part of said Lot 32 lying westerly of a line drawn from a point on the north line of said lot distant 12.90 feet easterly of the northwest corner of said lot to a point on the south line of said lot distant 6.00 feet easterly of the southwest corner of said lot.

(Said Temporary Easement contains 473 Square Feet, more or less.)

EXHIBIT A

Project: 62800

Parcel: 106

County: Hennepin

Owner: HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF RICHFIELD

Address: 6621 Portland Ave S

PID: 26-028-24-32-0047



PORTLAND AVE S

12.9'

6'

6621

LEGEND

--- TEMPORARY CONSTRUCTION EASEMENT

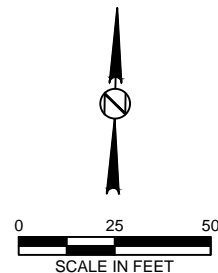


ENTIRE PARCEL

6,471 SF

TEMPORARY CONSTRUCTION EASEMENT

473 SF



NOTE: NOT A BOUNDARY SURVEY

CREATED BY

DATE

LJF
STONEBROOKE

11/25/2020

TEMPORARY CONSTRUCTION EASEMENT
Parcel No. 107

This Temporary Construction Easement (“Temporary Easement”) is made by the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, (“Grantor”) and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Grantee”) (collectively referred to as the “Parties” or each a “Party”).

Recitals

Whereas, Grantor is the fee owner of real property located in Richfield, Minnesota and is as legally described on the attached Exhibit A (“Property”); and

Whereas, Grantee is constructing the Metro D-Line Bus Rapid Transit Project #62800 (“Project”) for which it needs a Temporary Easement in, over, across, under and above portions of Grantor’s Property; and

Whereas, the purpose of the Temporary Easement is to, without limitation, locate, stage, install, and construct the Project and associated improvements (“Work”).

Now therefore, for valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

Terms of Temporary Easement

1. Grant of Temporary Easement. Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a temporary easement in, over, across, under, and above that part of the Property legally described on the attached Exhibit B, and further depicted on the attached Exhibit C for the Work (the “Easement Area”).

Subsequent to the date of the Temporary Easement and until such Temporary Easement has expired, Grantor, its heirs, successors, and assigns, will not erect,

construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

2. Term of Temporary Easement. The Temporary Easement shall commence on March 1, 2021 and shall remain in full force and effect until October 31, 2024 (the "Term") unless otherwise extended in writing by the Parties consistent with paragraph 6. Notwithstanding the foregoing, once the Work is completed on the Property and upon request of the Grantor, the Grantee shall provide the Grantor with a Release of Easement pursuant to paragraph 9.

3. Redevelopment of Property. The Grantee acknowledges and understands that the Grantor is actively marketing the Property for redevelopment. If the Grantor enters into a contract to redevelop the Property during the term of this Temporary Easement, the Grantee will work cooperatively with the Grantor to ensure that access to the Property is available to commence the redevelopment of the Property. If grading has not been completed on the Property, the Grantee and the Grantor will also work cooperatively to adjust the grading done by Grantee on the Property. In addition, the Grantee will work with its contractor for the Project to complete the Work in a timely fashion.

4. Restoration. Upon completion of the Project but prior to the expiration of the Term or Termination of the Temporary Easement pursuant to paragraph 9, Grantee shall restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Temporary Easement.

5. Extension Option of Temporary Easements and Payment. Grantor also grants to Grantee two (2) options to extend the term of the Temporary Construction Easement for a period of six (6) months each in accordance with the following terms:

- a. Each option to extend the term of the Temporary Construction Easement must be exercised by written notice from Grantee to Grantor not less than fourteen (14) days prior to the expiration of the then current term of the Temporary Construction Easement.
- b. Grantee will record notice of each extension against the Property prior to the expiration of the Term.

6. Covenant of Ownership. Grantor covenants that it is the lawful owner and is in lawful possession of the above -described real estate and has the lawful right and authority to convey and grant the Temporary Easement.

7. Notices and Demands. All notices, requests, demands, consents, and other communications required or permitted under this Temporary Easement shall be in writing and shall be deemed to have been duly and properly given three (3)

business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Housing and Redevelopment Authority in and for City of
Richfield
6700 Portland Avenue
Richfield, MN 55423
Attn: John Stark, Executive Director

Grantee: Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101-1805
Attn: Real Estate Office

8. Termination, Amendment, or Release of Easement. The Temporary Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Temporary Easement at any time during the Term by executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Temporary Easement and any extension options exercised pursuant to paragraph 6 have expired, this Temporary Easement shall automatically expire without further action by the Parties.

9. Miscellaneous.

a. Binding Covenant. The provisions and conditions of this Temporary Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

b. Waiver. No waiver of any provision of this Temporary Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Temporary Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. Liability. Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

d. Governing Law. This Temporary Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

e. Counterparts. This Temporary Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Temporary Easement. A physical copy or electronic copy of this Temporary Easement, including its signature pages, will be binding, and deemed to be an original.

f. Severability. The provisions of this Temporary Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

g. No Presumption against Drafter. This Temporary Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Temporary Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

h. Authority of Signatory. Each Party to this Temporary Easement warrants to the other that it has the right and authority to enter into this Temporary Easement.

{Remainder of Page Intentionally Left Blank; Signature Pages to Follow}

METROPOLITAN COUNCIL,
a public corporation and political subdivision of
the State of Minnesota,

By: _____
Title: Acting Regional Administrator

[illegible]

I, the undersigned, a Notary Public in and for Ramsey County, Minnesota, do hereby certify that Mary Bogie, the Acting Regional Administrator acting on behalf of the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota appeared before me this day in person and acknowledged that she signed and delivered said instrument on behalf of said public body.

Given under my hand and official seal this _____ day of _____, 2021.

Notary Public

Housing and Redevelopment Authority in and for
the City of Richfield

BY: _____

ITS: Chair

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Mary Supple, the Chair of the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, on behalf of the Grantor.

Notary Public

Housing and Redevelopment Authority in and for
the City of Richfield

BY: _____

ITS: Executive Director

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by John Stark, the Executive Director of the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, on behalf of the Grantor.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Office of the General Counsel
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101

EXHIBIT A
Legal Description of the Property

Lot 33, Auditor's Subdivision No. 340, Hennepin County,
Minnesota Certificate of Title 1418470

EXHIBIT B
Temporary Construction Easement Area Legal Description

A temporary easement for construction purposes over, under and across that part of said Lot 33 lying westerly of the following described line:

Beginning at a point on the north line of said lot distant 38.00 feet easterly of the northwest corner of said lot; thence southwesterly 38.21 feet to a point 15.60 feet easterly of the west line of said lot; thence southwesterly 19.45 feet to a point on the south line of said lot distant 12.90 feet easterly of the southwest corner of said lot and there terminating.

(Said Temporary Easement contains 1,099 Square Feet, more or less.)

EXHIBIT A

Project: 62800

Parcel: 107

County: Hennepin

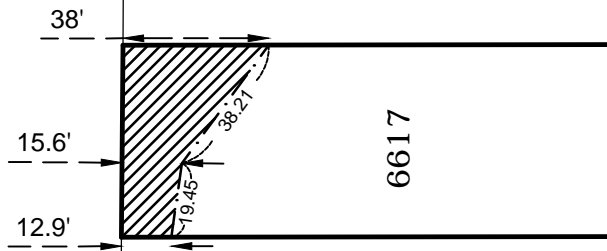
Owner: HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF RICHFIELD

Address: 6617 Portland Ave S

PID: 26-028-24-32-0048



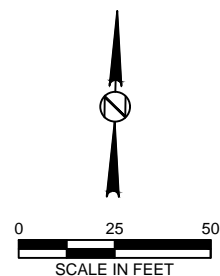
PORTLAND AVE S



LEGEND

--- TEMPORARY CONSTRUCTION EASEMENT

	ENTIRE PARCEL	6,469 SF
	TEMPORARY CONSTRUCTION EASEMENT	1,099 SF



NOTE: NOT A BOUNDARY SURVEY

CREATED BY	DATE
LJF STONEBROOKE	11/25/2020

TEMPORARY CONSTRUCTION EASEMENT
Parcel No. 108

This Temporary Construction Easement (“Temporary Easement”) is made by the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, (“Grantor”) and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Grantee”) (collectively referred to as the “Parties” or each a “Party”).

Recitals

Whereas, Grantor is the fee owner of real property located in Richfield, Minnesota and is as legally described on the attached Exhibit A (“Property”); and

Whereas, Grantee is constructing the Metro D-Line Bus Rapid Transit Project #62800 (“Project”) for which it needs a Temporary Easement in, over, across, under and above portions of Grantor’s Property; and

Whereas, the purpose of the Temporary Easement is to, without limitation, locate, stage, install, and construct the Project and associated improvements (“Work”).

Now therefore, for valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

Terms of Temporary Easement

1. Grant of Temporary Easement. Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a temporary easement in, over, across, under, and above that part of the Property legally described on the attached Exhibit B, and further depicted on the attached Exhibit C for the Work (the “Easement Area”).

Subsequent to the date of the Temporary Easement and until such Temporary Easement has expired, Grantor, its heirs, successors, and assigns, will not erect,

construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

2. Term of Temporary Easement. The Temporary Easement shall commence on March 1, 2021 and shall remain in full force and effect until October 31, 2024 (the "Term") unless otherwise extended in writing by the Parties consistent with paragraph 6. Notwithstanding the foregoing, once the Work is completed on the Property and upon request of the Grantor, the Grantee shall provide the Grantor with a Release of Easement pursuant to paragraph 9.

3. Redevelopment of Property. The Grantee acknowledges and understands that the Grantor is actively marketing the Property for redevelopment. If the Grantor enters into a contract to redevelop the Property during the term of this Temporary Easement, the Grantee will work cooperatively with the Grantor to ensure that access to the Property is available to commence the redevelopment of the Property. If grading has not been completed on the Property, the Grantee and the Grantor will also work cooperatively to adjust the grading done by Grantee on the Property. In addition, the Grantee will work with its contractor for the Project to complete the Work in a timely fashion.

4. Restoration. Upon completion of the Project but prior to the expiration of the Term or Termination of the Temporary Easement pursuant to paragraph 9, Grantee shall restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Temporary Easement.

5. Extension Option of Temporary Easements and Payment. Grantor also grants to Grantee two (2) options to extend the term of the Temporary Construction Easement for a period of six (6) months each in accordance with the following terms:

- a. Each option to extend the term of the Temporary Construction Easement must be exercised by written notice from Grantee to Grantor not less than fourteen (14) days prior to the expiration of the then current term of the Temporary Construction Easement.
- b. Grantee will record notice of each extension against the Property prior to the expiration of the Term.

6. Covenant of Ownership. Grantor covenants that it is the lawful owner and is in lawful possession of the above -described real estate and has the lawful right and authority to convey and grant the Temporary Easement.

7. Notices and Demands. All notices, requests, demands, consents, and other communications required or permitted under this Temporary Easement shall be in writing and shall be deemed to have been duly and properly given three (3)

business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Housing and Redevelopment Authority in and for City of
Richfield
6700 Portland Avenue
Richfield, MN 55423
Attn: John Stark, Executive Director

Grantee: Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101-1805
Attn: Real Estate Office

8. Termination, Amendment, or Release of Easement. The Temporary Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Temporary Easement at any time during the Term by executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Temporary Easement and any extension options exercised pursuant to paragraph 6 have expired, this Temporary Easement shall automatically expire without further action by the Parties.

9. Miscellaneous.

a. Binding Covenant. The provisions and conditions of this Temporary Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

b. Waiver. No waiver of any provision of this Temporary Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Temporary Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. Liability. Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

d. Governing Law. This Temporary Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

e. Counterparts. This Temporary Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Temporary Easement. A physical copy or electronic copy of this Temporary Easement, including its signature pages, will be binding, and deemed to be an original.

f. Severability. The provisions of this Temporary Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

g. No Presumption against Drafter. This Temporary Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Temporary Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

h. Authority of Signatory. Each Party to this Temporary Easement warrants to the other that it has the right and authority to enter into this Temporary Easement.

{Remainder of Page Intentionally Left Blank; Signature Pages to Follow}

METROPOLITAN COUNCIL,
a public corporation and political subdivision of
the State of Minnesota,

By: _____
Title: Acting Regional Administrator

[illegible]

I, the undersigned, a Notary Public in and for Ramsey County, Minnesota, do hereby certify that Mary Bogie, the Acting Regional Administrator acting on behalf of the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota appeared before me this day in person and acknowledged that she signed and delivered said instrument on behalf of said public body.

Given under my hand and official seal this _____ day of _____, 2021.

Notary Public

Housing and Redevelopment Authority in and for
the City of Richfield

BY: _____

ITS: Chair

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Mary Supple, the Chair of the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, on behalf of the Grantor.

Notary Public

Housing and Redevelopment Authority in and for
the City of Richfield

BY: _____

ITS: Executive Director

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by John Stark, the Executive Director of the Housing and Redevelopment Authority in and for the City of Richfield, a Minnesota public body corporate and politic, on behalf of the Grantor.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Office of the General Counsel
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101

EXHIBIT A
Legal Description of the Property

Lot 34, Auditor's Subdivision No. 340, Hennepin County,
Minnesota Certificate of Title 1418469

EXHIBIT B

Temporary Construction Easement Area Legal Description

A temporary easement for construction purposes over, under and across the west 38.00 feet of the above-described property.

(Said Temporary Easement contains 2,675 Square Feet, more or less.)

EXHIBIT A

Project: 62800

Parcel: 108

County: Hennepin

Owner: HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF RICHFIELD

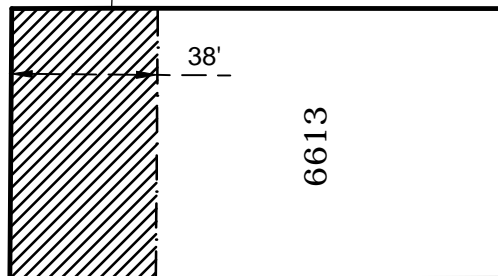
Address: 6613 Portland Ave S

PID: 26-028-24-32-0049



E 66th ST

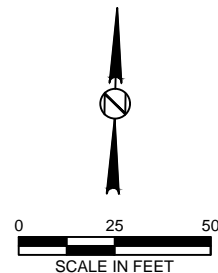
PORTLAND AVE S



LEGEND

--- TEMPORARY CONSTRUCTION EASEMENT

	ENTIRE PARCEL	9,093 SF
	TEMPORARY CONSTRUCTION EASEMENT	2,675 SF



NOTE: NOT A BOUNDARY SURVEY

CREATED BY	DATE
LJF STONEBROOKE	11/25/2020



STAFF REPORT NO. 9
HOUSING AND REDEVELOPMENT AUTHORITY
MEETING
2/16/2021

REPORT PREPARED BY: Julie Urban, Housing and Redevelopment Manager
OTHER DEPARTMENT REVIEW:

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director
2/11/2021

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the adoption of a resolution approving several documents and authorizations relating to the construction financing for the Cedar Point II apartments.

EXECUTIVE SUMMARY:

On September 17, 2018, the Housing and Redevelopment Authority (HRA) approved a Contract for Private Development (Contract) with NHH Companies, LLC, now doing business as CPII Development, LLC (Original Developer), to redevelop a portion of the Cedar Point II redevelopment area (63rd to 65th Street and 16th Avenue to Richfield Parkway) with 218 market-rate apartment units. An amendment to the Contract increasing the number of units to 237 was approved on October 19, 2020.

The project is preparing to close on its construction financing and several items are needed to proceed with the closing:

1. Assignment and Assumption Agreement: The Original Developer has entered into an agreement with Schafer Richardson to construct and manage the apartments (New Development Team). A new legal entity, Rya Apartments, LLC, has been created to reflect the new partnership. The Original Developer and Old National Bank (Construction Lender) are asking that the Contract be assigned to the new legal entity.
2. Collateral Assignment and Subordination: The Construction Lender is asking the HRA to agree to subordinate the Contract and also the Right of Reverter and Right of First Refusal Agreement (Reverter) to the construction loan.
3. TIF Note Execution: A second lender, Bridgewater Bank, will be purchasing the two Pay as You Go Tax Increment Finance Notes (TIF Notes) in the amount of \$4,305,200 and \$590,800 and is asking the HRA to issue those TIF Notes. The issuance would be subject to the New Development Team submitting appropriate documentation of qualified costs.
4. Bridgewater Subordination: Bridgewater Bank may also require a subordination of the HRA Contract. The proposed resolution authorizes the Executive Director and HRA Attorney to review and approve any additional subordination document that may be required before closing.
5. Release: The townhome portion of the Cedar Point II development also includes a Right of Reverter and Right of First Refusal Agreement. That document was inadvertently recorded against the apartment property and needs to be removed by filing the proposed release.

None of these approvals relate to a substantive change to any agreements the HRA has made, they simply reassign roles and responsibilities to the parties that will now undertake the development.

RECOMMENDED ACTION:

By motion: Adopt a resolution approving the following documents related to construction financing for

the apartment component of the Cedar Point II redevelopment project:

1. Assignment and Assumption Agreement;
2. Collateral Assignment and Subordination of Contract for Private Development and Subordination of Purchase Option and Right of First Refusal, and
3. Partial Release of Right of Purchase and Right of First Refusal Agreement,

and authorize the following actions by the Chair and Executive Director:

1. Execute a subordination agreement with Rya Apartments, LLC and Bridgewater Bank, upon approval of the agreement by the Executive Director and Housing & Redevelopment Authority Attorney, and
2. Execute the TIF Notes upon the Executive Director's determination that the conditions for issuance of the Tax Increment Finance Notes have been met.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The HRA entered into a Contract for development of the apartment portion of the Cedar Point II redevelopment project on September 17, 2018. The HRA approved an amendment to the Contract on October 19, 2020.
- The Developer has formed a New Development Team and is seeking to form a new legal entity reflective of that Team.
- The HRA sold property to the Original Developer for both the townhome and apartment components of the development. The HRA retains the right to regain title to its former property through a Reverter, in the event that the construction doesn't proceed, although once construction lending is in place, the property is subject to the construction lien(s).

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Under the terms of the Contract, the Developer may request that the HRA subordinate to the construction and/or permanent financing loan. The Contract may also be assigned to a different entity as long as all terms remain in force.

C. CRITICAL TIMING ISSUES:

- Closing on the construction loan is scheduled for March, and the Assignment, Subordinations, Release and authorization of the TIF Note are required in order for closing to occur.

D. FINANCIAL IMPACT:

- The Contract and Reverter will be subordinate to the construction loan. If the project were to default on the Contract, and the HRA had to employ the right to re-purchase the land, the land would revert to the HRA but be subject to the lien from the construction loan.
- The HRA agreed to provide two TIF notes in the amount of \$4,305,200 and \$590,800. Issuance would be dependent upon proof of qualified costs.
- At closing on the construction loan, the HRA will receive a \$780,000 payment for acquisition costs incurred to construct Richfield Parkway.

E. LEGAL CONSIDERATION:

- The HRA retains its rights under the Contract.
- The HRA Attorney will approve the final form of all documents to be executed by the HRA Chair and Executive Director.

ALTERNATIVE RECOMMENDATION(S):

- Deny the request for any or all of the requested items.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

▣	Assignment and Assumption	Contract/Agreement
▣	Collateral Assignment and Subordination	Contract/Agreement
▣	Release	Contract/Agreement

**HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF RICHFIELD, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENTS AND ASSIGNMENTS WITH RYA APARTMENTS
LLC AND AUTHORIZING THE ISSUANCE OF A TAX INCREMENT LIMITED REVENUE
NOTE**

WHEREAS, the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota (the “Authority”) entered into a Contract for Private Development, dated September 17, 2018 (the “Original Agreement”), with NHH Companies, L.L.C. (“NHH”), as assigned by NHH to CPII Development LLC, a Minnesota limited liability company (“CPII Development”), pursuant to an Assignment of Contract for Private Development, dated January 15, 2019, as amended by the First Amendment to Contract for Private Development, dated September 16, 2019, between the Authority and CPII Development, and as further amended by the Second Amendment to Contract for Private Development, dated October 19, 2020 (collectively, the “Development Agreement”), between the Authority and CPII Development; and

WHEREAS, pursuant to the Development Agreement, CPII Development, as the developer under the Development Agreement, agreed to acquire property within the Cedar Avenue Tax Increment Financing District (the “TIF District”), a redevelopment district within the Richfield Redevelopment Project, from the Authority (the “Development Property”) and construct a development which will include (i) multifamily housing with approximately 237 units; (ii) a parking ramp with approximately 188 spaces; and (iii) necessary public infrastructure, including streets and utilities (the “Minimum Improvements”); and

WHEREAS, the Authority agreed to reimburse CPII Development for certain costs related to the Minimum Improvements, including but not limited to costs of land acquisition, parking ramp construction, site improvements, public infrastructure, and housing structures (the “Public Redevelopment Costs”), from tax increment generated from property within the TIF District; and

WHEREAS, the Authority and CPII Development will enter into a Right of Purchase and Right of First Refusal Agreement (the “Right of Purchase and First Refusal Agreement”), with respect to the Development Property; and

WHEREAS, CPII Development intends to assign to Rya Apartments LLC, a Minnesota limited liability company (“Rya Apartments”), all of its interest in and its rights and obligations under the Development Agreement and the Right of Purchase and First Refusal Agreement, and Rya Apartments desires to assume CPII Development’s interest in and rights and obligations as the “Developer” under the Development Agreement and the Right of Purchase and First Refusal Agreement; and

WHEREAS, pursuant to Minnesota Statutes, Section 469.178, the Authority is authorized to issue tax increment notes for the purpose of financing a portion of the Public Redevelopment Costs, and such notes shall be payable from all or any portion of revenues derived from the TIF District and pledged to the payment of the bonds; and

WHEREAS, pursuant to the Development Agreement, the Authority has proposed to issue to Rya Apartments two tax increment notes (the “TIF Notes”) in the maximum principal amount of \$4,896,000 to reimburse Rya Apartments for the Public Redevelopment Costs; and

WHEREAS, to provide additional financing for the Minimum Improvements, Old National Bank, a national banking association (“Old National Bank”), has agreed to provide Rya Apartments with a construction loan (the “Old National Bank Loan”); and

WHEREAS, as a condition to providing the Old National Bank Loan, Old National Bank will require that Rya Apartments assign its rights under the Development Agreement to Old National Bank, that the Authority subordinate certain of its rights under the Development Agreement and the Right of Purchase and First Refusal Agreement to Old National Bank’s rights under the mortgage executed to secure the Old National Bank Loan (the “Old National Bank Loan Mortgage”), and that the Authority subordinate certain of its rights under the Right of Purchase and First Refusal Agreement to Old National Bank’s rights under the Old National Bank Loan Mortgage; and

WHEREAS, Rya Apartments is in the process of obtaining financing from Bridgewater Bank, a Minnesota banking corporation (“Bridgewater Bank”), for the Minimum Improvements (the “Bridgewater Bank Loan”); and

WHEREAS, Rya Apartments and the Authority anticipate that Bridgewater Bank will require that Rya Apartments assign certain of its rights under the Development Agreement and its right to the TIF Note to Bridgewater Bank and that the Authority subordinate certain of its rights under the Development Agreement to Bridgewater Bank’s rights under the documents executed to secure the Bridgewater Bank Loan; and

WHEREAS, there have been presented to the Board of Commissioners of the Authority (the “Board”) forms of the following agreements: (i) an Assignment and Assumption Agreement (the “Assignment and Assumption Agreement”) between the Authority, Rya Apartments, and CPII Development pursuant to which CPII Development will assign to Rya Apartments, and Rya Apartments will assume, CPII Development’s rights and obligations under the Development Agreement and the Right of Purchase and First Refusal Agreement; and (ii) a Collateral Assignment and Subordination of Contract for Private Development and Subordination of Purchase Option and Right of First Refusal (the “Collateral Assignment and Subordination Agreement”) between Rya Apartments, the Authority, and Old National Bank, setting forth the terms of the assignment by Rya Apartments of its rights under the Development Agreement to the Old National Bank and the subordination of the Authority’s rights under the Development Agreement and the Right of Purchase and First Refusal Agreement to Old National Bank; and

WHEREAS, the Authority intends to negotiate a subordination agreement with Rya Apartments and Bridgewater Bank (the “Bridgewater Bank Subordination Agreement”) setting forth the terms of the assignment of rights of Rya Apartments under the Development Agreement to Bridgewater Bank, including but not limited to the rights of Rya Apartments to the TIF Note and certain of the Authority’s rights under the Development Agreement; and

WHEREAS, the Authority has determined the need to release the Right of Purchase and First Refusal Agreement related to the townhomes development (the “Release”) which was inadvertently recorded against the Development Property; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota as follows:

Section 1. Assignments; Subordinations; Agreements.

1.01. The Board hereby consents to the assumption by Rya Apartments of the rights and obligations of CPII Development under the Development Agreement, and Rya Apartments shall be the developer under the Development Agreement (the “Developer”).

1.02. The Authority's rights under the Development Agreement are hereby subordinated to the rights of Old National Bank under the Old National Bank Loan Mortgage, as set forth in the Collateral Assignment and Subordination Agreement.

1.03. The Assignment and Assumption Agreement, the Collateral Assignment and Subordination Agreement, and the Release are hereby in all respects authorized, approved, and confirmed, and the Chair and the Executive Director are hereby authorized and directed to execute the Assignment and Assumption Agreement, the Collateral Assignment and Subordination Agreement, and the Release for and on behalf of the Authority in substantially the forms now on file with the Executive Director but with such modifications as shall be deemed necessary, desirable, or appropriate, the execution thereof to constitute conclusive evidence of their approval of any and all modifications therein.

1.04. The Chair and the Executive Director are hereby authorized and directed to execute a subordination agreement (the "Bridgewater Bank Subordination Agreement") with Rya Apartments and Bridgewater Bank for and on behalf of the Authority upon approval of a form of Bridgewater Bank Subordination Agreement by general counsel to the Authority and the Executive Director, the execution of such Bridgewater Bank Subordination Agreement to constitute conclusive evidence of the Authority's approval of any and all modifications therein. The Bridgewater Bank Subordination Agreement shall include the specific terms of the Authority's subordination of its rights under the Development Agreement to the rights of Bridgewater Bank under the documents to be executed to secure the Bridgewater Bank Loan.

Section 2. The TIF Notes.

2.01. The Authority hereby approves and authorizes the Chair and Executive Director to execute the TIF Notes upon the Executive Director's determination that the conditions for issuance of the TIF Notes set forth in Section 3.3 of the Development Agreement have been met. The TIF Notes shall be sold to the Developer with such terms provided in the Development Agreement. The Authority hereby delegates to the Executive Director the determination of the date on which the TIF Notes are to be delivered. The Authority shall receive in exchange for the sale of the TIF Notes the agreement of the Developer to pay or cause to be paid the Public Redevelopment Costs.

2.02. The TIF Notes shall be in substantially the form set forth in Exhibit B attached to the Development Agreement, with the blanks to be properly filled in and the principal amount and payment schedule adjusted as of the date of issue.

2.03. The TIF Notes shall be issued as a single typewritten note numbered R-1. The TIF Notes shall be issuable only in fully registered form. Principal of the TIF Notes shall be payable by check or draft issued by the registrar described herein. Principal of the TIF Notes shall be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date (as defined in the Development Agreement), whether or not such day is a business day.

2.04. The Authority hereby appoints the Executive Director of the Authority to perform the functions of registrar, transfer agent and paying agent (the "Registrar") for the TIF Notes. The effect of registration and the rights and duties of the Authority and the Registrar with respect thereto shall be as follows:

(a) The Registrar shall keep at its office a bond register in which the Registrar shall provide for the registration of ownership of the TIF Notes and the registration of transfers and exchanges of the TIF Notes.

(b) Upon surrender for transfer of the TIF Notes duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new TIF Notes of a like aggregate principal amount and maturity, as requested by the transferor. Notwithstanding the foregoing, the TIF Note shall not be transferred to any person other than an affiliate, or other related entity, of the Developer unless the Authority has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Developer or a certificate of the transferor, in a form satisfactory to the Authority, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until such Payment Date.

(c) Any TIF Notes surrendered upon any transfer shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the Authority.

(d) If the TIF Notes are presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such TIF Note or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) The Authority and the Registrar may treat the person in whose name a TIF Note is at any time registered in the bond register as the absolute owner of such TIF Note, whether the TIF Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of such TIF Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the Authority upon such TIF Note to the extent of the sum or sums so paid.

(f) For every transfer or exchange of a TIF Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange.

(g) In case a TIF Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new TIF Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of such mutilated TIF Note or in lieu of and in substitution for such TIF Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of the TIF Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such TIF Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the Authority and the Registrar shall be named as obligees. The TIF Note so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the Authority. If the mutilated, lost, stolen, or destroyed TIF Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new TIF Note prior to payment.

2.05. The TIF Notes shall be prepared under the direction of the Executive Director and shall be executed on behalf of the Authority by the signatures of its Chair and Executive Director. In case any officer whose signature shall appear on the TIF Note shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When each TIF Note has been so executed, it shall be delivered by the Executive Director to the Developer in accordance with the Development Agreement.

Section 3. Security Provisions of the TIF Notes.

3.01. The Authority hereby pledges to the payment of the principal of the TIF Notes all Available Tax Increment (as defined in the Development Agreement and as further described in the TIF Notes). Available Tax Increment shall be applied to payment of the principal of the TIF Notes in accordance with the terms of Development Agreement and the form of the TIF Notes.

3.02. Until the date the TIF Notes are no longer outstanding and no principal thereof (to the extent required to be paid pursuant to this resolution) remains unpaid, the Authority shall maintain a separate and special "Bond Fund" for each TIF Note to be used for no purpose other than the payment of the principal of the TIF Note. The Authority irrevocably agrees to appropriate to the Bond Fund in each year Available Tax Increment, subject to the terms of the Development Agreement. Any Available Tax Increment remaining in either Bond Fund shall be transferred to the Authority's account for the TIF District upon the payment of all principal to be paid with respect to the TIF Notes.

Section 4. Miscellaneous.

4.01. The Chair and the Executive Director are hereby authorized to execute and deliver any and all documents deemed necessary to carry out the intentions of this resolution.

4.02. The officers of the Authority are hereby authorized and directed to prepare and furnish to the Developer certified copies of all proceedings and records of the Authority, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the TIF Notes as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall be deemed representations of the Authority as to the facts recited therein.

4.03. This resolution shall be in full force and effect upon its adoption.

Adopted by the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota this 16th day of February, 2021.

Mary B. Supple, Chair

ATTEST:

Maria Regan Gonzalez, Secretary

RC125-366 (JAE)
702283v1

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, made as of February 16, 2021 (the “Agreement”), is between CPII DEVELOPMENT LLC, a Minnesota limited liability company (the “Assignor”), RYA APARTMENTS, LLC, a Minnesota limited liability company (the “Assignee”), and the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RICHFIELD, MINNESOTA, a public body corporate and politic of the State of Minnesota (the “Authority”).

RECITALS

WHEREAS, the Authority has established the Cedar Avenue Tax Increment Financing District (the “TIF District”), a redevelopment district within the Richfield Redevelopment Project (the “Redevelopment Project”) in the City of Richfield, Minnesota (the “City”), pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended, and Laws of Minnesota 2005, Chapter 152, Article 2, Section 25, as amended by Laws of Minnesota 2017, 1st Special Session, Chapter 1, Article 6, Section 18, in order to facilitate redevelopment of certain property in the Redevelopment Project and promote the development of affordable housing within the City; and

WHEREAS, the Authority entered into a Contract for Private Development, dated September 17, 2018, with NHH Companies L.L.C., a Minnesota limited liability company (“NHH”), as assigned by NHH to the Assignor pursuant to an Assignment of Contract for Private Development, dated January 15, 2019, as amended by the First Amendment to Contract for Private Development, dated September 16, 2019, between the Authority and the Assignor, and as further amended by the Second Amendment to Contract for Private Development, dated October 19, 2020 (collectively, the “Development Agreement”), between the Authority and the Assignor; and

WHEREAS, pursuant to the Development Agreement, the Assignor, as the Developer under the Development Agreement, agreed to acquire property within the TIF District from the Authority, which is legally described in EXHIBIT A attached hereto, and construct a development which will include (i) multifamily housing with approximately 237 units; (ii) a parking ramp with approximately 188 spaces; and (iii) necessary public infrastructure, including streets and utilities; and

WHEREAS, the Assignor desires to assign to the Assignee all of its interest in and its rights and obligations under the Development Agreement as of the date hereof, and the Assignee desires to assume the Assignor’s interest in and rights and obligations as the “Developer” under the Development Agreement from and after the date hereof, all as more particularly set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the meanings given such terms in the Development Agreement.

2. Amendment to Development Agreement. Notwithstanding Section 10.3 of the Development Agreement, the Authority, the Assignor, and the Assignee all understand and acknowledge that the Project will consist of a multifamily housing development with approximately 237 market rate units.

3. Assignment and Assumption of Development Agreement. Section 8.2 of the Contract allows the Assignor to assign its rights and duties under the Development Agreement to another entity if: (a) the proposed transferee has the qualifications and financial responsibility, in the reasonable judgment of the Authority, necessary and adequate to fulfill the obligations undertaken in the Development Agreement by the Assignor; and (b) any proposed transferee expressly assumes all of the obligations of the Assignee under the Development Agreement and agrees to be subject to all the conditions and restrictions to which the Assignor is subject. The Assignor hereby assigns to the Assignee all of its interest in the Development Agreement and its rights and obligations under the Development Agreement. The Assignee hereby accepts such rights and assumes such obligations, subject to the terms of this Agreement. The Authority acknowledges and consents to such assignment.

4. Assignment and Assumption of Right of Purchase and First Refusal. The Assignor hereby assigns to the Assignee all of its interest in the Right of Purchase and Right of First Refusal Agreement dated as of _____, 2021, between the Authority and the Assignor and its rights and obligations under the Right of Purchase and First Refusal. The Assignee hereby accepts such rights and assumes such obligations, subject to the terms of this Agreement. The Authority acknowledges and consents to such assignment.

5. Covenants of the Assignee. The Assignee expressly assumes all of the obligations, rights and interests of the Assignor as the “Developer” under the Development Agreement, and the Assignee agrees to be subject to all the conditions and restrictions to which the Assignor is subject under the Development Agreement.

6. Release of Assignor. This Agreement shall be deemed to release and discharge the Assignor from any obligations of the “Developer” under the Development Agreement, such obligations having been assumed by the Assignee.

7. Assignee Address. For purposes of notice under the Development Agreement, the Assignee’s address is:

Rya Apartments, LLC
900 North Third Street
Minneapolis, MN 55401
Attn: _____

8. Governing Law. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

9. Entirety of Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

10. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

11. Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts and each of such counterparts shall constitute an original but all of which together shall constitute one agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Assignor, the Assignee, and the Authority have caused this Assignment and Assumption Agreement to be executed as of the date and year first written above.

ASSIGNOR:

CPII DEVELOPMENT LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2021, by _____, the _____ of CPII Development LLC, a Minnesota limited liability company, on behalf of the Assignor.

Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered (JAE)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402-1299
612-337-9300

Execution page of the Assignee to the Assignment and Assumption Agreement, dated as of the date and year first written above.

ASSIGNEE:

RYA APARTMENTS, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2021, by
_____, the _____ of Rya Apartments, LLC,
a Minnesota limited liability company, on behalf of the Assignee.

Notary Public

Execution page of the Authority to the Assignment and Assumption Agreement, dated as of the date and year first written above.

AUTHORITY:

**HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
RICHFIELD, MINNESOTA**

By _____
Its Chair

By _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____, 2021, by Mary B. Supple, the Chair of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, a public body corporate and politic of the State of Minnesota, on behalf of the Authority.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____, 2021, by John Stark, the Executive Director of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, a public body corporate and politic of the State of Minnesota, on behalf of the Authority.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Lots 1 and 2, Block 1, RF64, Hennepin County, Minnesota

RC125-366 (JAE)
699670v1

**COLLATERAL ASSIGNMENT AND SUBORDINATION
OF CONTRACT FOR PRIVATE DEVELOPMENT AND SUBORDINATION OF
PURCHASE OPTION AND RIGHT OF FIRST REFUSAL**

THIS COLLATERAL ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE DEVELOPMENT AND SUBORDINATION OF PURCHASE OPTION AND RIGHT OF FIRST REFUSAL (this “Assignment”) is made and entered into as of the ____ day of February, 2021, by and among the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RICHFIELD, MINNESOTA, a public body corporate and politic under the laws of the State of Minnesota (the “Authority”), RYA APARTMENTS, LLC, a Minnesota limited liability company (the “Developer”), and OLD NATIONAL BANK, a national banking association (the “Lender”).

Recitals

WHEREAS, the Authority and NHH Companies L.L.C., a Minnesota limited liability company (“NHH”) are parties to that certain Contract for Private Development dated as of September 17, 2018 (the “Original Development Agreement”), pertaining to, among other things, the construction of a 237-unit market rate multifamily apartment complex (the “Project”), to be located on property legally described on Exhibit A attached hereto and hereby made a part hereof (the “Property”); and

WHEREAS, the Original Development Agreement was assigned to CPII Development LLC, a Minnesota limited liability company (“CPII”), pursuant to an Assignment of Contract for Private Development dated as of January 15, 2019 (the “First Assignment”), by and among the Authority, NHH and CPII; and

WHEREAS, Original Development Agreement was amended pursuant to that certain First Amendment to Contract for Private Development dated as of September 16, 2019 (the “First Amendment”), by and between the Authority and CPII and by that certain Second Amendment to Contract for Private Development dated as of October 19, 2020 (the “Second Amendment”), by and between the Authority and CPII; and

WHEREAS, the Original Development Agreement, the First Amendment, and the Second Amendment were assigned to the Developer pursuant to that certain Assignment and Assumption Agreement dated February 16, 2021 (the “Second Assignment”, together with the Original Development Agreement, the First Assignment, the First Amendment, and the Second

Amendment are collectively referred to, and as may be further amended from time to time, the "Development Agreement"), by and among the Authority, CPII, and the Developer; and

WHEREAS, CPII and the Authority have also entered into that certain Right of Purchase and Right of First Refusal Agreement dated as of _____, 2021, which such agreement was assigned to the Developer pursuant to that certain Assignment and Assumption Agreement dated _____, 2021, by and among CPII, the Authority and the Developer (collectively, the "Right of Purchase and Right of First Refusal Agreement"), pursuant to which the Developer has granted to the Authority the option to purchase the Property ("Purchase Option") and a right of first refusal to purchase the Property ("Right of First Refusal") as set for in the Right of Purchase and Right of First Refusal Agreement; and

WHEREAS, the Developer and the Lender have entered into that certain Construction Loan Agreement of even date herewith (as amended from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to make a construction loan to the Developer in the original principal amount of \$_____ (the "Loan") evidenced by a Real Estate Note in the original principal amount of \$_____ (as amended or amended and restated from time to time, the "Note") and payable to the order of the Lender; and

WHEREAS, the Note is secured by that certain Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents of even date herewith (as amended from time to time, the "Mortgage"), executed by the Developer in favor of the Lender and encumbering the Property; and

WHEREAS, the Mortgage has been filed of record in Hennepin County concurrently herewith; and

WHEREAS, the Lender has required, as an express condition to entering into the Loan Agreement, that (a) the Developer assign its rights under the Development Agreement to the Lender to secure the obligations of the Developer under the Note, the Loan Agreement and the Mortgage, (b) that certain rights of the Authority under the Development Agreement be subordinated to the Mortgage, and (c) that certain rights of the Authority under the Right of Purchase and Right of First Refusal Agreement be subordinated to the Mortgage; and

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby agrees as follows:

1. Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

2. The Developer hereby assigns to the Lender all of its right, title and interest in and to the Development Agreement, together with all documents and agreements attached as exhibits thereto, and all amendments, addenda and modifications thereof, whether made now or hereafter,

to secure the obligations of the Developer under the Note, the Loan Agreement and the Mortgage.

3. The Developer hereby represents and warrants that there have been no prior assignments of its rights under the Development Agreement (other than to Lender), that the Development Agreement is a valid and enforceable agreement, that neither the Authority nor the Developer is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Developer agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement as long as this Assignment is in effect. The Developer hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact to demand, receive and enforce the Developer's rights under the Development Agreement for and on behalf of and in the name of the Developer or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Developer could do if this Assignment had not been made.

4. This Assignment shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Assignment to enforce the provisions of the Development Agreement or exercise any rights or remedies under this Assignment until an Event of Default shall occur and be continuing.

5. Upon the occurrence of an Event of Default, without affecting any of the Lender's rights or remedies against the Developer under any other instrument or agreement, the Developer shall be deemed to have irrevocably appointed the Lender as the Developer's attorney-in-fact to exercise any or all of the Developer's rights in, to and under this Assignment and to give appropriate receipts, releases and satisfactions on behalf of the Developer in connection with the performance by any party to the Development Agreement and to do any or all other acts in the Developer's name or in the Lender's own name that the Developer could do under the Development Agreement with the same force and effect as if this Assignment had not been made. In addition, the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Minnesota. If notice to the Developer of any intended disposition of collateral or of any intended action as required by law in any particular instance, such notice shall be deemed commercially reasonable if given in writing at least ten (10) days prior to the intended disposition or other action. The Developer hereby authorizes the Lender to deliver a copy of this Assignment to any other party to the Development Agreement to verify the rights granted to the Lender hereunder. The Authority is authorized and directed by the Developer to tender performance of its obligations under the Development Agreement to the Lender upon presentation of a copy of this Assignment.

6. The Authority hereby consents and agrees to the terms and conditions of this Assignment. The Authority further represents and warrants to the Lender that the Development Agreement is a valid agreement enforceable in accordance with its terms, that the Authority is not in default hereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date thereof.

7. The Authority agrees to provide the Lender with copies of any notice of default given under the Development Agreement, and agrees that the Lender shall have the right, but not the obligation, to cure such default within the time period set forth in the Development Agreement.

8. The parties agree that no change or amendment that would materially and adversely affect the amount or timing of receipt of any tax increment financing shall be made to terms of the Development Agreement without the prior written consent of the Lender.

9. The Authority acknowledges that the rights of the Authority with respect to receipt and application of any proceeds of insurance as set forth in Article V of the Development Agreement shall, in all respects, be subject and subordinate to the rights of the Lender under the Mortgage.

10. Notwithstanding the provisions of Article VI of the Development Agreement, the Authority acknowledges that the agreements by the Developer to pay real estate taxes as set forth in Section VI or to reimburse the Authority for tax increment financing under Section 3.5 and Article VI of the Development Agreement are not the personal obligations of, nor shall any such provision of Article VI impose any personal obligation upon, the Lender, except to the extent the Lender assumes the Developer's obligations under the Development Agreement and seeks to enforce the Developer's rights thereunder after an Event of Default as described in Section 5 hereof.

11. The Authority hereby approves the construction financing obtained by the Developer with the Lender pursuant to Section 7.1(b) of the Development Agreement.

12. The Authority hereby agrees that its right of revesting title to the Property and reversionary rights, as described in Section 9.4 of the Development Agreement (such right hereafter referred to herein as the "Right of Revesting"), shall be subject and subordinate to the Mortgage in all respects. The Authority acknowledges and agrees that the Right of Revesting will be extinguished without further action upon (i) the foreclosure of the Mortgage and the expiration of the redemption period, or (ii) transfer of title to the Property to the Lender or one of its designees pursuant to a deed in lieu of foreclosure. The Authority hereby agrees that prior to [February __, 2024], it shall not exercise the Right of Revesting unless it pays the outstanding amount of the Loan in full on or prior to the date it exercises the Right of Revesting.

13. The Authority hereby agrees that the Purchase Option under Section 3 of the Right of Purchase and Right of First Refusal Agreement and the Right of First Refusal under Section 4 of the Right of Purchase and Right of First Refusal Agreement shall be subject and subordinate to the Mortgage in all respects. The Authority acknowledges and agrees that the Purchase Option and Right of First Refusal will be extinguished without further action upon (i) the foreclosure of the Mortgage and the expiration of the redemption period, or (ii) transfer of title to the Property to the Lender or one of its designees pursuant to a deed in lieu of foreclosure. The Authority hereby agrees that prior to [February __, 2024], it shall not exercise the Purchase

Borrower: Rya Apartments, LLC

Loan No. _____

Loan Date: February __, 2021

Document Title: Collateral Assignment and Subordination of Contract for Private Development and Subordination of Purchase Option and Right of First Refusal

Option unless it pays the outstanding amount of the Loan in full on or prior to the date it exercises the Purchase Option.

14. This Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Lender. A waiver by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and shall be exercised singularly or concurrently, at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

15. Except as expressly provided by this Assignment, no provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of the Authority against the Developer as set forth and contained in the Development Agreement.

16. Any notice, request, demand or other communication hereunder shall be deemed duly given if delivered or postage prepaid, certified or registered, addressed to the party as set forth below:

If to the Authority:

The Housing and Redevelopment Authority in and for the City of Richfield, Minnesota
6700 Portland Avenue South
Richfield, Minnesota 55423
Attention: Community Development Director

If to the Developer:

Rya Apartments, LLC
900 North Third Street
Minneapolis, Minnesota 55401
Attention: Bradley Schafer

If to the Lender:

Old National Bank
10710 Town Square Drive NE
Blaine, Minnesota 55449
Attention: Kevan Hanson

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Borrower: Rya Apartments, LLC

Loan No. _____

Loan Date: February ____, 2021

*Document Title: Collateral Assignment and Subordination of Contract for Private Development and Subordination
of Purchase Option and Right of First Refusal*

IN WITNESS WHEREOF, the Developer has caused this Assignment to be duly
executed as of February ____, 2021.

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[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RICHFIELD, MINNESOTA

By: _____
Name: _____
Its: Executive Director

The foregoing instrument was acknowledged before me this ____ day of February, 2021, by Mary B. Supple, the Chair of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, for and on behalf of the Authority.

The foregoing instrument was acknowledged before me this ____ day of February, 2021, by John Stark, the Executive Director of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, for and on behalf of the Authority.

Notary Public

**[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT AND SUBORDINATION OF
CONTRACT FOR PRIVATE DEVELOPMENT AND SUBORDINATION OF
PURCHASE OPTION AND RIGHT OF FIRST REFUSAL]**

RYA APARTMENTS, LLC, a Minnesota
limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of February, 2021, by
_____, the _____ of Rya Apartments, LLC, a Minnesota limited
liability company, for and on behalf of the limited liability company.

Notary Public

**[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT AND SUBORDINATION OF
CONTRACT FOR PRIVATE DEVELOPMENT AND SUBORDINATION OF
PURCHASE OPTION AND RIGHT OF FIRST REFUSAL]**

OLD NATIONAL BANK, a national
banking association

By: _____

Name: Kevan Hanson

Its: Senior Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of February 2021, by Kevan Hanson, a Senior Vice President of Old National Bank, a national banking association, for and on behalf of the national banking association.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Winthrop & Weinstine, P.A. (TJK)
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402-4629

Borrower: Rya Apartments, LLC

Loan No. _____

Loan Date: February _____, 2021

Document Title: Collateral Assignment of Contract for Private Development

EXHIBIT A

(Legal Description)

Lots 1 and 2, Block 1, RF64, Hennepin County, Minnesota

**PARTIAL RELEASE OF
RIGHT OF PURCHASE AND RIGHT OF FIRST REFUSAL AGREEMENT**

WHEREAS, Cedar Point Investments LLC, a Minnesota limited liability company (the “Developer”), executed a Right of Purchase and First Refusal Agreement, dated September 17, 2018 (the “Agreement”), for the benefit of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, a public body corporate and politic under the laws of the State of Minnesota (the “Authority”), filed on November 24, 2020, in the Office of the County Recorder of Hennepin County, Minnesota as Document No. A10866105, upon certain real property legally described in Exhibits A and B attached thereto (together, the “Property”); and

WHEREAS, the parties to the Agreement have determined that the Agreement was inadvertently recorded against the property legally described in EXHIBIT A attached hereto (the “Released Property”); and

NOW, THEREFORE, this is to certify that the Agreement is hereby released absolutely and forever insofar as it applies to the Released Property, and the County Recorder of Hennepin County, Minnesota is hereby authorized to accept the filing of this instrument to be a conclusive determination of the termination of the Agreement as to the Released Property.

Dated: _____, 2021

IN WITNESS WHEREOF, the Authority has executed this Partial Release of Right of Purchase and Right of First Refusal Agreement as of the date and year first written above.

**HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF RICHFIELD,
MINNESOTA**

By _____
Its Chair

By _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Mary B. Supple, the Chair of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, on behalf of the Authority.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by John Stark, the Executive Director of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, on behalf of the Authority.

Notary Public

This document was drafted by:

Kennedy & Graven, Chartered (JAE)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE RELEASED

Lots 1 and 2, Block 1, RF64, according to the recorded plat thereof, Hennepin County, Minnesota.

RC125-366 (JAE)
702692v1



STAFF REPORT NO. 10
HOUSING AND REDEVELOPMENT AUTHORITY
MEETING
2/16/2021

REPORT PREPARED BY: Kate Aitchison, Housing Specialist
OTHER DEPARTMENT REVIEW:

EXECUTIVE DIRECTOR REVIEW: John Stark, Executive Director
2/11/2021

ITEM FOR COUNCIL CONSIDERATION:

Consider a request for a deferred loan settlement in the amount of \$3,000 to satisfy a deferred loan issued to Clare Zweber at 6905 Xerxes Avenue South.

EXECUTIVE SUMMARY:

In 1994, Clare Zweber received a Deferred Loan for \$9,550 from the Richfield Housing and Redevelopment Authority (HRA) to make improvements to her home at 6905 Xerxes Avenue South.

Recently, Clare has been suffering with mid-stage dementia and is no longer able to live independently in her own home. Her family has power of attorney over her affairs and is in the process of transitioning her to Village Shores in Richfield. They would take the proceeds from the sale of her home, along with the remaining \$6,550 from her HRA lien, to pay for her ongoing care in the coming years.

The estate is requesting to pay a settlement amount of \$3,000 to satisfy Clare's Deferred Loan. This would allow the HRA to recapture 31% of its original investment from 1994.

RECOMMENDED ACTION:

By motion: Approve a loan settlement in the amount of \$3,000 for Clare Zweber at 6905 Xerxes Avenue South.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 1994 Ms. Zweber received a Deferred Loan from the Richfield HRA in an amount of \$9,550. This loan covered upgrades to the siding, windows and front door.
- The maturity date for Ms. Zweber's loan is March 1, 2024.
- Ms. Zweber's dementia has been progressing and she began looking to transition out of her home in early 2020. The family was able to secure placement at Village Shores late last year and Ms. Zweber will be moving in later this month.
- Ms. Zweber has a purchase agreement to sell the home for \$228,000 to a relative. Closing date is February 24, 2021.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The Deferred Loan Program provides loans to homeowners earning less than 80 percent of the Twin Cities Area Median Income (AMI) to make repairs and improvements that address health, safety and/or property maintenance items. Most recipients of the Deferred Loan earn less than 50 percent of the Twin Cities AMI.

- The entire loan amount is due and payable if the property is sold within the 30-year period, regardless of the number of years remaining on the loan.
- The HRA has granted five settlement requests or forgiveness requests in the past five years:

YEAR	LIEN AMOUNT	AMOUNT REPAYED	% RECAPTURED
2019	\$15,000	\$ 0.00*	0%
2018	\$24,276	\$1,180.00	4.8%
2018	\$18,463	\$3,077.00*	16.6%
2017	\$10,000	\$2,000.00	20.0%
2016	\$10,345	\$1,000.00	9.7%

*Some loan settlements ended in foreclosure or exceeded the agreed upon amount of repayment.

C. CRITICAL TIMING ISSUES:

- Closing on the sale of the home is scheduled for February 24, 2021.
- Ms. Zweber is scheduled to move in to her new home on February 25, 2021.

D. FINANCIAL IMPACT:

- Funds from repaid deferred loans are returned to Hennepin County to be used for future loans.
- Ms. Zweber has no other liens against her property. The proceeds for the sale of her home will be used to pay for her continuum of care in the coming years.

E. LEGAL CONSIDERATION:

None.

ALTERNATIVE RECOMMENDATION(S):

Do not approve the settlement request for Clare Zweber's Deferred Loan at 6905 Xerxes Avenue South.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
Request for Settlement of HRA loan	Backup Material

From: [Mark Zweber](#)
To: [Richfield Housing Specialist](#); [Kate Aitchison](#)
Cc: [Jan](#)
Subject: Clare Zweber Housing and Redevelopment loan
Date: Tuesday, February 9, 2021 12:51:25 PM
Attachments: [Clare Zweber Payoff - City of Richfield.pdf](#)
[Clare Zweber Xerxes Title Commitment 2-2021.pdf](#)

Ms. Aitchison:

You talked to my sister Jan Zweber earlier today regarding a possible loan forgiveness for our sister Clare Zweber.

Property address: 6905 Xerxes Ave. S., Richfield

Homeowner: Clare M. Zweber

Homeowners representatives:

Mark Zweber		Jan Zweber
952 994-1935	OR	952 281-6334
markzweber@gamil.com		janzweber@gmail.com

Clare is in the early to mid stage of dementia and is no longer capable to live safely in her home. We have arranged to sell her home to Clares nephew for \$228,000 which is market price. The Housing and Redevelopment loan of \$9,550.00 is the only encumbrance so we acknowledge she does have a fair amount of equity coming out.

We are asking for some loan forgiveness because it has been 27 years since the work was completed that the loan was given for. She is relatively close to the 30 year date of total loan forgiveness. Her home is her primary asset and even though she will net somewhere about \$212,000 that will get used fairly quickly with the high cost of Senior Assisted living. She will be moving into Village Shores in Richfield. If the payoff could be reduced to say \$3,000 that \$6,550 would pay several months of the cost.

I apologize as I am unable to scan documents but I believe the above tells you all of the details. I will attach the Title Commitment.

Anything that can be done would be appreciated and if you want to call me please do so.

Sincerely and Thank you

Mark Zweber