

From: [Joanna Zimny](#)
To: [Steven B. Greenfield](#)
Bcc: [Marcia Moermond](#)
Subject: RE: 901 Fuller Ave.Greenfield R-R Ltr.5-12-23
Date: Tuesday, May 16, 2023 8:03:00 AM
Attachments: [image002.png](#)
[image005.png](#)
[image008.png](#)
[image011.png](#)
[image013.png](#)

Mr. Greenfield,

I cannot give legal advice in any form, hypothetical or otherwise.

Joanna



Joanna Zimny
Legislative Hearing Executive Assistant
Legislative Hearing Office
Pronouns: she/her/hers
Saint Paul City Hall
Suite 310
15 W. Kellogg Blvd.
Saint Paul, MN 55102
P: 651-266-8585
joanna.zimny@ci.stpaul.mn.us
www.StPaul.gov



Please consider the environment before printing this email

From: Steven B. Greenfield <SGreenfield@florida-legal.net>
Sent: Monday, May 15, 2023 3:20 PM
To: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>
Subject: Re: 901 Fuller Ave.Greenfield R-R Ltr.5-12-23

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Joanna

Do you mind if I pick your brain on an unrelated matter but on a property also within MN?

Client enters into a contract to sell a piece of property with a Buyer. The contract identifies the property as follows: (1) PID; (2) the size of 49 acres, (3) property address and (4) a legal description. After the contract is executed, and before a closing, it is learned that the property is not 49 acres, but actually 7 acres, and the PIN may not be correct. Adding to this, the County is stating that there was an illegal subdivision of the parent tract and that they will not permit the sale of only 7 acres.

Seller would like to terminate the contract, make title claims and otherwise regroup. The Buyer is trying to press and arguing the Seller must "fix" the problems.

In Florida I would argue both mutual mistake and impossibility of performance. Any idea if MN recognizes these theories as well?

Steven B. Greenfield, Esq.



President, Shore to Shore Title, LLC
2255 Glades Road
Suite #324-A
Boca Raton, FL 33431
(561) 288-8966 (Direct)
[\(561\) 892-0916](tel:5618920916) (FAX)
Sgreenfield@florida-legal.net

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From: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>

Date: Friday, May 12, 2023 at 3:05 PM

To: Steven Greenfield <SGreenfield@florida-legal.net>, Marco Fernandez Landoni <mlandoni@mncee.org>

Cc: "paul@minnesotamortgagelaw.com" <paul@minnesotamortgagelaw.com>, Clint Zane <Clint.Zane@ci.stpaul.mn.us>, Joe Yannarely <joe.yannarely@ci.stpaul.mn.us>, Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>, Steve Magner <steve.magner@ci.stpaul.mn.us>, Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>

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Mr. Greenfeld,

No, typically what happens is the third party posts their own Performance Deposit, and you/owner

can request theirs back. However, that is a private matter to work out between the owner and any potential third party. While that is the way it is preferred by the City to be handled, (because it is easier to refund down the line since that's who has been pulling permits, etc), it isn't a requirement. But to your point, the City has no problem refunding the original Performance Deposit as long as a new one is posted.

Hope that helps,
Joanna



SAINT PAUL
MINNESOTA

Joanna Zimny

Legislative Hearing Executive Assistant
Legislative Hearing Office
Pronouns: she/her/hers
Saint Paul City Hall
Suite 310
15 W. Kellogg Blvd.
Saint Paul, MN 55102
P: 651-266-8585

joanna.zimny@ci.stpaul.mn.us

www.StPaul.gov

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From: Steven B. Greenfield <SGreenfield@florida-legal.net>

Sent: Friday, May 12, 2023 1:40 PM

To: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>; Marco Fernandez Landoni <mlandoni@mncee.org>

Cc: paul@minnesotamortgagelaw.com; Clint Zane <Clint.Zane@ci.stpaul.mn.us>; Joe Yannarely <joe.yannarely@ci.stpaul.mn.us>; Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>; Steve Magner <steve.magner@ci.stpaul.mn.us>; Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>

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Thank you, Joanne.

This is not what I understood at our last hearing. Under your framework, my client could make the \$5k deposit but then have a third party purchase the property at foreclosure, resulting in my clients \$5k deposit being stuck in purgatory until some unrelated third party, who my client has no control over, either completes the abatement or demolishes the property. This is a problem.

Steven B. Greenfield, Esq.



President, Shore to Shore Title, LLC

2255 Glades Road

Suite #324-A

Boca Raton, FL 33431

(561) 288-8966 (Direct)

[\(561\) 892-0916](tel:(561)892-0916) (FAX)

Sgreenfield@florida-legal.net

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From: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>

Date: Friday, May 12, 2023 at 2:21 PM

To: Steven Greenfield <SGreenfield@florida-legal.net>, Marco Fernandez Landoni <mlandoni@mncee.org>

Cc: "paul@minnesotamortgagelaw.com" <paul@minnesotamortgagelaw.com>, Clint Zane <Clint.Zane@ci.stpaul.mn.us>, Joe Yannarely <joe.yannarely@ci.stpaul.mn.us>, Robert

Humphrey <robert.humphrey@ci.stpaul.mn.us>, Steve Magner

<steve.magner@ci.stpaul.mn.us>, Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>

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Mr. Greenfield,

The money is returned when the nuisance is abated, whether that is through rehab or demolition of the property. There is no other way to abate the nuisance, and the money isn't returned until that abatement is done. It is required under code [§ 33.01(f)] in order to be given time to do rehab (or partner with a third party to do so, etc). It is returned with interest.

Hope that helps,

Joanna



Joanna Zimny

Legislative Hearing Executive Assistant

Legislative Hearing Office

Pronouns: she/her/hers

Saint Paul City Hall

Suite 310

15 W. Kellogg Blvd.

Saint Paul, MN 55102

P: 651-266-8585

joanna.zimny@ci.stpaul.mn.us

www.StPaul.gov



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From: Steven B. Greenfield <SGreenfield@florida-legal.net>

Sent: Friday, May 12, 2023 1:07 PM

To: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>; Marco Fernandez Landoni <mlandoni@mncee.org>

Cc: paul@minnesotamortgagelaw.com; Clint Zane <Clint.Zane@ci.stpaul.mn.us>; Joe Yannareilly <joe.yannareilly@ci.stpaul.mn.us>; Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>; Steve Magner <steve.magner@ci.stpaul.mn.us>; Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>

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Joanna

Thank you very much for pointing that out to me.. As I mentioned during the hearing and as we discussed numerous times, my client is at the start of the foreclosure. They have strong reservations about depositing \$5k on a property that could end up being sold third party at the foreclosure sale, among other concerns. The letter provides for refundability only in the event of (1) completion of the work; or (2) demolition of the property. During the hearing, I believe I was told that the "refundability" was far broader and language to this effect would be added into the letter to provide the comfort requested in exchange for depositing the \$5k. Please let me know if this is possible. Thank you.

Steven B. Greenfield, Esq.



GREENFIELD
LAW GROUP, P.A.

President, Shore to Shore Title, LLC

2255 Glades Road
Suite #324-A
Boca Raton, FL 33431
(561) 288-8966 (Direct)
[\(561\) 892-0916](tel:5618920916) (FAX)
Sgreenfield@florida-legal.net

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From: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>
Date: Friday, May 12, 2023 at 1:23 PM
To: Steven Greenfield <SGreenfield@florida-legal.net>, Marco Fernandez Landoni <mlandoni@mncee.org>
Cc: "paul@minnesotamortgagelaw.com" <paul@minnesotamortgagelaw.com>, Clint Zane <Clint.Zane@ci.stpaul.mn.us>, Joe Yannarely <joe.yannarely@ci.stpaul.mn.us>, Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>, Steve Magner <steve.magner@ci.stpaul.mn.us>, Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>
Subject: RE: 901 Fuller Ave.Greenfield R-R Ltr.5-12-23

Mr. Greenfield,

This letter states the following:

The \$5,000 Performance Deposit was originally to have been posted by 4/21/23. This must be done by no later than close of business June 1, 2023. The form was sent with your April 14 letter. **This a basic requirement to continue discussing the matter and is refundable upon completion of the project, or should the property be demolished it can be request back in writing.**

This was also in all my prior letters.

If you need something else, let me know,
Joanna

Joanna Zimny
Legislative Hearing Executive Assistant
Legislative Hearing Office



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Suite 310
15 W. Kellogg Blvd.
Saint Paul, MN 55102
P: 651-266-8585
joanna.zimny@ci.stpaul.mn.us
www.StPaul.gov

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From: Steven B. Greenfield <SGreenfield@florida-legal.net>
Sent: Friday, May 12, 2023 10:29 AM
To: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>; Marco Fernandez Landoni <mlandoni@mncee.org>
Cc: paul@minnesotamortgagelaw.com; Clint Zane <Clint.Zane@ci.stpaul.mn.us>; Joe Yannarely <joe.yannarely@ci.stpaul.mn.us>; Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>; Steve Magner <steve.magner@ci.stpaul.mn.us>; Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>
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Thank you.

When we had our last hearing on 5/9/23, it was stated to me that the \$5,000 is refundable and that the new letter would state it was refundable. I do not see this within the letter you just provided. Can kindly clarify? Thank you.

Steven B. Greenfield, Esq.



President, Shore to Shore Title, LLC
2255 Glades Road
Suite #324-A
Boca Raton, FL 33431
(561) 288-8966 (Direct)
(561) 892-0916 (FAX)
Sgreenfield@florida-legal.net

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From: Joanna Zimny <joanna.zimny@ci.stpaul.mn.us>

Date: Friday, May 12, 2023 at 11:09 AM

To: Steven Greenfield <SGreenfield@florida-legal.net>, Marco Fernandez Landoni <mlandoni@mncee.org>

Cc: "paul@minnesotamortgagelaw.com" <paul@minnesotamortgagelaw.com>, Clint Zane <Clint.Zane@ci.stpaul.mn.us>, Joe Yannarely <joe.yannarely@ci.stpaul.mn.us>, Robert Humphrey <robert.humphrey@ci.stpaul.mn.us>, Steve Magner <steve.magner@ci.stpaul.mn.us>, Vicki Sheffer <vicki.sheffer@ci.stpaul.mn.us>

Subject: 901 Fuller Ave.Greenfield R-R Ltr.5-12-23

Attached please find a letter regarding the above matter.

Thank you,
Joanna



Joanna Zimny

Legislative Hearing Executive Assistant
Legislative Hearing Office
Pronouns: she/her/hers
Saint Paul City Hall
Suite 310
15 W. Kellogg Blvd.
Saint Paul, MN 55102
P: 651-266-8585
joanna.zimny@ci.stpaul.mn.us
www.StPaul.gov



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