

## **Memorandum of Understanding**

This Memorandum of Understanding (“Memorandum”) is made and entered by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “HRA”), and the County of Ramsey (“County” or “Ramsey County”).

### **Recitals**

**WHEREAS**, the HRA wishes to purchase a tax-forfeited property located in the city of Saint Paul, PIN: 32-29-22-13-0020 (the “Property”), for less than its market value for the purpose of developing multi-family affordable rental housing of four or more units in partnership with Dayton’s Bluff Neighborhood Housing Services; and

**WHEREAS**, the HRA can purchase the Property for less than market value only if the Property will be used for the development of affordable housing; and

**WHEREAS**, the County is willing to accommodate the HRA’s request to purchase the Property on the terms and conditions contained in this Memorandum.

**NOW THEREFORE**, in consideration of the recitals, and other good and valuable consideration, and intending to be legally bound, the HRA and County agree as follows:

1. The HRA has provided to the County its specific plans for developing affordable housing on the Property and the specific law or laws that empower it to acquire the Property in furtherance of those plans.
2. **Identity of the Developer.** The HRA identifies Dayton’s Bluff Neighborhood Housing Services as the developer (the “Developer”) of the Property. The HRA agrees that the Developer meets the requirements for developers set forth in Section 4.57.60.b.1. of the Ramsey County Administrative Code.
3. The County Assessor has determined that the Property has a market value of \$83,000. In consideration of the Property’s use for affordable housing, the County will sell the Property to the HRA for 25% of its market value, which is \$20,750, plus maintenance costs and recording fees.
4. The HRA agrees to sell or otherwise convey the property for affordable housing only to the Developer or other owner (“Owner”) who agrees: (1) to rent at least 20% of the Property’s units to persons or families whose household incomes at the time of their written application to lease any unit does not exceed 60% of the area median income as adjusted for family size; and (2) rents for those low income units cannot exceed 30% of 60% of the area median income as adjusted for family size. The Owner may be the Developer, or if the HRA chooses to retain ownership during development,

the Owner is the legal entity to which the HRA transfers ownership of the Property once it first becomes available for rent.

5. If in subsequent years after the Property first becomes available for rent, the household income for a family increases to more than 80% of the area median income as adjusted for family size, the Owner may convert the rent to “Fair Market” rent as established by the U.S. Department for Housing and Urban Development. If this conversion occurs, “Fair Market” rent will continue even if the household income subsequently decreases below the 80% threshold.
6. The Owner that agrees to accept Section 8 vouchers is deemed to meet income and rent limit requirements for those housing units for which such Owner accepts vouchers.
7. The Owner must abide by the Fair Housing Act in rental decisions. The income qualification must be satisfied at the time of each written application to lease any unit in the Property. A yearly certification of low-income rental property from the Housing Finance Agency as provided in Minnesota Statutes Section 273.128 is required to be provided to the HRA.
8. The Owner will continue to qualify even if there is temporary noncompliance caused by an increase in incomes of existing tenants as long as all vacancies are filled by qualifying low income renters until the noncompliance is corrected.
9. Any resale or other conveyance of the Property during the seven (7) years after the Property first becomes available for rent must be to an Owner who meets the requirements in this Memorandum and Section 4.57.60.b.2. of the Ramsey County Administrative Code.
10. The HRA will place a Declaration of Conditions and Restrictions of record to assure compliance with the terms of this Memorandum. In the case of non-compliance with these terms by the Owner, the HRA will, at its discretion, either enforce the Declaration or require the non-compliant Owner to pay for a pro-rated share of the discounted market value provided by the County for its sale of the property and the recaptured benefits, as described in Section 4.57.60.b.2 of the Ramsey County Administrative Code, are payable to the County within 90 days of notification of non-compliance. Ramsey County has no obligation to enforce the Declaration.
11. The income qualification requirements set forth in Section 4 as well as the Declaration described in Section 10 and accompanying provisions to recapture benefits will terminate upon occurrence of any of the following events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD or to a conventional mortgage lender.

**IN WITNESS WHEREOF**, the HRA and County have executed this Memorandum by its authorized representatives as of the last date written below (“Effective Date”).

**HOUSING AND REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
SAINT PAUL, MINNESOTA**

By: \_\_\_\_\_  
Its: Chair or Commissioner  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Executive Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Director, Office of Financial Services  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney  
Date: \_\_\_\_\_

**COUNTY OF RAMSEY**

By: \_\_\_\_\_  
Toni Carter, Chair  
Board of County Commissioners

By: \_\_\_\_\_  
Janet M. Guthrie, Chief Clerk  
Board of County Commissioners  
Date: \_\_\_\_\_

Approval recommended:

By: \_\_\_\_\_  
Christopher A. Samuel  
Ramsey County Auditor/Treasurer  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

This instrument was drafted by:  
Ramsey County Property Tax, Records and Election Services  
Tax Forfeited Land Section  
90 Plato Blvd. W.  
St. Paul, MN 55107