

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is dated as of _____, 2025 by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota ("HRA" and "Seller"), and Iglesia Ni Cristo, a Hawaii religious non-profit corporation ("Buyer"), each individually a Party and collectively the Parties.

Seller and Buyer agree as follows:

1. Sale of Property. Subject to and upon the terms and conditions contained in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the real property located at 77 Congress Street East, Saint Paul, in Ramsey County, Minnesota, legally described on attached Exhibit A ("Land"), together with all easements and rights related to the Land and all improvements, if any, on the Land (collectively, the "Property").
2. Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property will be Twenty-four thousand, five-hundred dollars (\$24,500). The Purchase Price will be payable as follows:
 - A. Earnest Money. \$500 shall be payable by Buyer to the Seller upon execution of this Agreement ("Earnest Money"), which Earnest Money shall be held by the Seller and shall be non-refundable; and
 - B. Closing Payment. All additional costs, prorations, and other adjustments required under this Agreement shall be paid on the Closing Date by the Buyer to the Seller in cash, by wire transfer of funds or by cashier's check.
3. As Is Conveyance.
 - A. THE BUYER REPRESENTS AND AGREES THAT BUYER IS ACCEPTING TITLE AND POSSESSION OF THE PROPERTY ON THE CLOSING DATE IN ITS EXISTING CONDITION **AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITIONS, UTILITIES, ACCESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY PROPERTY DATA OR OTHER INFORMATION PERTAINING TO THE PROPERTY DELIVERED TO BUYER BY SELLER, OR ANY OTHER MATTER OR

THING REGARDING THE PROPERTY. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PREMISES) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

B. THE BUYER WAIVES ANY AND ALL CLAIMS AGAINST THE SELLER AND ITS RESPECTIVE OFFICIALS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS AND CONTRACTORS FOR INDEMNIFICATION, CONTRIBUTION, REIMBURSEMENT OR OTHER PAYMENTS ARISING UNDER FEDERAL, STATE OR LOCAL LAW RELATING TO ENVIRONMENTAL OR ANY OTHER CONDITION OF THE PROPERTY. THE SELLER HAS NO OBLIGATION TO PRODUCE ANY EVIDENCE OF TITLE. IF DESIRED, THE BUYER WILL OBTAIN ITS OWN TITLE EVIDENCE FROM THE TITLE COMPANY.

C. The Buyer shall defend, indemnify and hold harmless the Seller and its officials, officers, representatives, employees, agents, attorneys, consultants and contractors from and against any and all of the following whatsoever: claims (including any claims in any way arising from successor grantees of the Buyer), orders, liens, actions, judgments, demands, damages, losses, costs, liabilities, and attorneys' fees, (including reasonable attorney's fees to enforce this indemnity) resulting from, or in any way connected with the Property with respect to matters occurring on or after the Closing, but also including matters arising out of the acts of the Buyer or its agents during the period from the date of this Agreement to the Closing Date, and including without limitation the Buyer's inspection, ownership or use of the Property and the Buyer's breach of its covenants and obligations in this Agreement.

D. Notwithstanding the foregoing terms in this Paragraph 3, Buyer shall be entitled to conduct due diligence inspections and a title examination as provided in paragraphs 4 and 5 below. The Buyer shall have 60 days to conduct due diligence, with the right to terminate the Agreement upon written notice to Seller.

E. Risk of Loss. The risk of loss by damage or destruction to the Property by fire or otherwise, prior to the Closing, is that of seller. If all of or a substantial portion of the Property is destroyed or damaged prior to the Closing, or the Property is taken by condemnation, Buyer shall have the option to terminate this Agreement. Seller shall not be obligated to repair the Property. Buyer, in its sole discretion, may accept the Property as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage which gross proceeds Seller

agrees to assign to Buyer and deliver to Buyer at Closing. In the event the Buyer elects to terminate this Agreement, the Deposit shall be promptly refunded to Buyer.

4. Contingencies.

A. Seller's and Buyer's Contingencies. Subject to the requirements under B of this Section, the Seller's obligation to sell the Property under this Agreement is expressly conditioned upon each of the following contingencies being satisfied or waived by the respective dates indicated:

- i. *Representations and Warranties.* As of the Closing Date, the representations and warranties of Buyer set forth below in the Section entitled "Representations and Warranties, By Buyer" will be true in all material respects now and on the Closing Date as if made on the Closing Date; and
- ii. *Performance of Buyer's Obligations.* On or before ten (10) days prior to the Closing Date, Buyer shall have performed all of the obligations required to be performed by Buyer by the Closing Date under this Agreement; and
- iii. *Disclosures and Reports.* On or before ten (10) days prior to the Closing Date, Buyer has acknowledged, executed, and delivered, if applicable, the Seller's Disclosure Alternatives Statement attached as Exhibit C and any and all Code Compliance Reports (CCR) and/or Truth In Sale of Housing (TISH) or other such requirements; and
- iv. *Financing.* On or before ten (10) days prior to the Closing Date, Buyer will provide a proof of funds letter from its bank, to the Seller (Buyer will not be obtaining financing for this transaction nor for its intended use of the Property); and
- v. *Board Approval.* On or before ten (10) days prior to the Closing Date, Seller's Board of Commissioners, after a public hearing, approves of this Agreement and the sale of the Property to Buyer; and
- vi. *Inspections.* Buyer may perform inspections at its own expense. Buyer shall have sixty (60) days from the Effective Date to investigate the title, zoning use, and condition of the Property, and to request corrections and/or repairs of the Same. Closing shall be contingent on the satisfactory completion of all inspections. If inspection results are unsatisfactory, Buyer may, in its sole discretion, terminate the contract upon notice to Seller.

B. Seller's and Buyer's Contingency Options. If any contingency set forth in the foregoing A of this Section has not been satisfied or waived by the Buyer or the Seller (as the case may be) before the expiration of the time period specified therein, then the Buyer or the Seller (as the case may be) may, at its sole option, exercise its respective contingency right by selecting one of the following options:

- i. Terminate this Agreement by written notice to the other Party by the sooner of: (a) three (3) business days after the stated date for the relevant contingency item; or (b) the Closing Date. Following such written notice, the Buyer and Seller shall sign a cancellation of agreement confirming the cancellation of this Agreement and neither Party will have any further rights or obligations regarding this Agreement except for the rights and obligations of indemnification; or
- ii. Waive such failure in writing and proceed to close; or
- iii. Buyer and Seller may mutually agree in writing to extend the Closing Date with other terms to be negotiated and mutually agreed upon by the Buyer and Seller.

5. Title Examination. Title Examination will be conducted as follows:

A. Title Evidence. As soon hereafter as reasonably possible and at Buyer's sole cost, Buyer shall request and diligently seek to obtain, to the extent Buyer deems it necessary, Title Evidence as follows:

- i. *Title Commitment.* Buyer will, upon receipt, deliver a copy of the Title Commitment, including copies of all recorded documents referred to in "Schedule B" of such Title Commitment, to the Seller.
- ii. *ALTA Survey.* Buyer will, upon receipt, deliver a copy of the survey to the Seller.

B. Buyer's Objections.

- i. Within ten (10) days (excluding Saturdays, Sundays and federal holidays) after receiving the last of the Title Evidence the Buyer may make objections to any matters revealed in the Title Evidence that render title as being unmarketable.
- ii. If the Buyer does not make any objections within the stated time period, then Buyer shall have waived its right to make any objections and the Buyer shall be deemed to have approved the title as shown in the Title Evidence. Any such exceptions or matters not timely objected to during the stated time period shall be deemed Permitted Encumbrances under the terms of this Agreement in addition to all Permitted Encumbrances set forth in Exhibit B. The Buyer agrees to take title to the Property subject to all of the Permitted Encumbrances, whether set forth in Exhibit B or not.
- iii. If the Buyer provides written notice of objections to the Title Evidence during the stated period, the Seller shall have no obligation to make any efforts to cure the objections. If, however the Seller affirmatively makes efforts to cure the objections, then it will have sixty (60) days after receipt of any objections to attempt to cure the objections, during which period the Closing Date will be postponed as necessary.

iv. If the Buyer has timely and properly delivered objections to matters in the Title Evidence that render title unmarketable and if any of the objections are not cured at least five (5) days before the Closing Date, then the Buyer may proceed in any manner set forth above in the Subsection entitled "Seller's and Buyer's Contingency Options".

6. Closing. Subject to the terms and conditions of this Agreement, the closing of the purchase and sale contemplated by this Agreement ("Closing") will occur within thirty (30) days after all conditions set forth in paragraph 4.A have been met., as may be extended as set forth in this Agreement, or such other date to which Seller and Buyer may agree ("Closing Date"). The Closing will take place at such place and/or by such method to which Seller and Buyer may agree. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

A. Seller's Closing Documents. On the Closing Date, Seller will execute and deliver to Buyer the following:

i. A quit claim deed in form and substance as set forth in attached Exhibit D executed on behalf of the Seller conveying the Property to the Buyer. The vesting title for the Buyer on the quit claim deed shall be as follows:

Iglesia Ni Cristo, a Hawaii religious non-profit corporation, under the Administration of Brother Eduardo V. Manalo, Presiding Elder (Executive Minister) of the Church.

ii. A statement on the quit claim deed stating that there are no wells on the Property within the meaning of Minn. Stat. § 103I, or if there are any such wells, a well certificate in the form and to the extent required by law.

iii. A non-foreign or FIRPTA affidavit, properly executed, containing such information as is required in Section 1445 of the Internal Revenue Code.

iv. Any appropriate required Federal Income Tax reporting form.

v. A settlement statement consistent with this Agreement.

vi. Such affidavits of seller, certificates of value, or other documents, which Seller can provide using reasonable efforts, as may be reasonably required in order to record the quit claim deed and to issue a title policy.

B. Buyer's Closing Deliverables. On the Closing Date, Buyer will execute and/or deliver to Seller the following:

i. The balance of the Purchase Price, and additional costs as stated in Paragraph 7

- ii. Funds sufficient for payment by the Buyer at Closing of the recording charges or fees for all documents which are to be placed on record, the fee or charge imposed by any closing agent designated by the title company, any property taxes and or special assessment fees, and any other incidental or related closing costs.
- iii. An affidavit properly executed satisfying Seller and the title company that the Buyer is not a blocked person under Executive Order 13224.
- iv. Any appropriate required Federal Income Tax reporting form.
- v. A settlement statement consistent with this Agreement.
- vi. Such affidavits of buyer, certificates of value or other documents as may be reasonably required in order to record the quit claim deed and to issue a title policy.

7. Costs and Expenses; Prorations. Seller and Buyer agree to the following prorations and allocation of costs and expenses regarding this Agreement:

- A. Title Insurance. Buyer will pay all costs of the Title Evidence and any title insurance.
- B. Closing Fee. Buyer will pay any reasonable and customary closing fee or charge imposed by any closing agent designated by the title company.
- C. Administrative Fee. Buyer will pay to Seller an administrative fee of \$500.00 for staff time to close the transaction.
- D. Deed Tax. Buyer will pay all state deed tax regarding the quit claim deed to be delivered by Seller under this Agreement.
- E. Taxes. All real property taxes which have become a lien on the Property ("Taxes") and which are due and payable prior to the year in which Closing occurs, shall be paid by Seller at or prior to Closing. All Taxes which are due and payable in the year in which Closing occurs shall be prorated to the Closing Date and Seller's portion shall be paid by Seller at Closing. This proration shall result in Seller's payment of Taxes from January 1 to the date immediately prior to the Closing Date and Buyer's payment of Taxes from the Date of Closing to December 31.
- F. Assessments. All charges for improvements or services already made to the Property, all assessments already levied against the Property prior to the Closing Date shall be paid in full by Seller at Closing. All assessments (general or special) which are levied after the Closing Date and all assessments (general or special) which are pending but not levied as of the Closing Date or which become pending after the Closing Date shall be assumed and paid by Buyer. Seller shall inform Buyer of any notices or plans of future assessments received or known to Seller prior to the Closing Date.

G. Recording Costs. Buyer will pay the cost of recording all documents, including any conservation fees.

H. Other Costs. All other operating costs of the Property, if any, will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs incurred before or payable with respect to the period prior to the Closing Date, and Buyer pays that part of such operating costs incurred or payable with respect to the period from and after the Closing Date.

I. Attorney Fees. Each of the Parties will pay the Party's own attorney fees.

8. Representations and Warranties.

A. By Seller. Seller represents and warrants to Buyer as of the date hereof and on the Closing Date as follows:

i. *Authority.* The Seller is a public body corporate and politic organized and existing under the laws of the State of Minnesota and has the authority to enter into this Agreement and carry out its obligations hereunder. The Seller has taken all action necessary within any time periods specified in this Agreement to authorize the execution, delivery, and performance of this Agreement, and any other documents or instruments required to be executed and delivered by the Seller pursuant to this Agreement.

ii. *FIRPTA.* Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

iii. *Seller's Defaults.* Seller has no knowledge or notice of any default concerning any of its obligations or liabilities regarding the Property.

iv. *Proceedings.* Seller has no knowledge or notice of any action, litigation, investigation, condemnation, or proceeding of any kind pending or threatened against any portion of the Property.

v. *Conflicts.* No member of the Board, Council, public officer, or employee of the Seller has either a direct or indirect financial interest in this Agreement, nor will any member of the Board, Council, public officer, or employee of the Seller benefit financially from this Agreement, nor will the execution and delivery of this Agreement create a conflict of interest prohibited by or within the meaning of Minn. Stat. §§ 317A.255, 412.311, 471.87, or 469.009.

vi. *Litigation.* Seller will reasonably cooperate with the Buyer with respect to any litigation commenced by third parties in connection with this Agreement.

B. By Buyer. Buyer represents and warrants to Seller as of the date hereof and on the Closing Date as follows:

i. *Authority.* The Buyer: (i) is the entity described in the introductory paragraph to this Agreement which is in good standing and authorized to do business in the State of Minnesota; (ii) is not in violation of any provisions of the articles of incorporation/organization or other organizational documents, or the laws of the State of Minnesota; and (iii) has power to enter into this Agreement, and all exhibits attached hereto, and has duly authorized the execution, delivery, and performance of this Agreement by proper action of its members, officers or board of directors. The Buyer has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and any other documents or instruments required to be executed and delivered by the Buyer pursuant to this Agreement. The documents will constitute legal and binding obligations enforceable against the Buyer as its interest appears.

ii. *Other Obligations.* To the Buyer's best knowledge, the execution and delivery of this Agreement: (i) is permitted by the Buyer's organizational documents; (ii) does not violate any order, decree, statute, rule or regulation of any court or of any state or federal regulatory body having jurisdiction over the Property; and (iii) will not result in the creation or imposition of a lien, charge or encumbrance on the Property, beyond what is permitted by this Agreement. Buyer shall inform Seller of any future non-compliance with this provision.

iii. *Anti-Terrorism.* The Buyer is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

iv. *Permits.* The Buyer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations, if applicable.

v. *Sewer.* NA

vi. *Proceedings.* There are no pending or threatened legal proceedings, of which the Buyer has notice or knowledge, contemplating the liquidation or dissolution of the Buyer or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by the Agreement, or questioning the authority of the Buyer to execute and deliver documents or instruments required to be executed and delivered by the Buyer pursuant to this Agreement.

vii. *Conflict.* The execution and delivery of this Agreement will not create a conflict of interest prohibited by Minn. Stat. §§ 317A.255 or 469.009 and Buyer

shall complete and submit to the Seller the Conflict of Interest Statement for Organizations attached as Exhibit E.

viii. *Litigation*. Buyer will reasonably cooperate with the Seller with respect to any litigation commenced by third parties in connection with this Agreement.

C. Limitation. Except as specifically set forth to the contrary in this Agreement, all covenants, stipulations, promises, agreements and obligations of the Seller or the Buyer contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Seller or Buyer, respectively, and not of any official, officer, representative, employee, agent, attorney, consultant or contractor of the Seller or Buyer in the individual capacity thereof.

9. Restrictive Covenants. Buyer acknowledges and agrees to the restrictive covenants contained in Exhibit D of the Agreement which are as follows. (1) No parking or parking use on the Property, (2) Development is prohibited with the exception of a fence that has been approved by Seller if compliant with City of Saint Paul Code of Ordinances, (3) Property is to be used only for Church and/or Buyer-sponsored or Buyer approved community activities.

10. Seller Default and Buyer Remedy. If the Seller shall default under this Agreement the Buyer shall provide written notice to the Seller of the default and the required cure. If the Seller fails to cure the default within thirty (30) days after the date of such notice, the Buyer may terminate this Agreement by written notice to the Seller. Such termination shall be the sole remedy for the Buyer. The Seller shall not be responsible to the Buyer for specific performance.

11. Buyer Default and Seller Remedy. If the Buyer shall default under this Agreement the Seller shall provide written notice to the Buyer of the default and the required cure. If the Buyer fails to cure the default within thirty (30) days after the date of such notice, the Seller may terminate this Agreement by written notice to the Buyer or take any other action available at law or in equity. No remedy conferred upon or reserved to the Seller is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Buyer's Board of Directors or partners shall have the right, but not the obligation, to cure any default on behalf of Buyer hereunder.

A. Re-vesting Title in the Seller. In addition to all remedies set forth herein, if, subsequent to conveyance of the Property to the Buyer, Buyer defaults under this Agreement and the default is not cured within the cure period allowed; then the Seller shall have the right to re-enter and take possession of the Property and to terminate and re-vest in the Seller the estate conveyed by the quit claim deed to the Buyer. Upon notice by Seller to Buyer of default under this Section and failure of Buyer to cure within the cure period allowed, Buyer shall immediately sign a limited warranty deed prepared by the Seller and Seller has the right to record or file the limited warranty deed with Ramsey County property records. The Buyer agrees that complete and unconditional delivery of a limited warranty deed shall have been accomplished upon the recording or filing thereof free of any claim to title or interest therein by Buyer. It is the intent of this Agreement that the conveyance

or transfer of the Property to the Buyer shall be conditioned on the Buyer's performance hereunder, and that upon the filing or recording of a limited warranty deed, all the rights and interest of the Buyer, and any assigns or successors, in and to the Property shall revert to the Seller.

12. Indemnification.

A. The Buyer agrees to release, defend, indemnify and hold harmless the Seller, its respective officials, officers, representatives, employees, agents, attorneys, consultants and contractors, now and forever, from any judgements, claims, demands, suits, costs, expenses (including reasonable attorneys' fees), damages (including loss or damage to property or any injury to or death of any person), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from or relating to all of the following: the actions or inactions of the Buyer (or if other persons acting on its behalf or under its direction or control) under this Agreement or any related agreement; the transactions contemplated by this Agreement; any claims resulting from the Buyer's negligence in the ownership, acquisition, construction, installation, and/or operation of the Property; and/or breach of this Agreement including any warranty or representation made by Buyer under this Agreement. Buyer's obligations under this paragraph shall not apply to the extent that such obligations are the result of the intentional misconduct of the Seller.

B. The Seller makes no warranties or representations regarding, nor does it indemnify the Buyer with respect to, the existence or nonexistence on or in the vicinity of the Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, or the Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9657). The foregoing disclaimer relates to any toxic or hazardous substances or wastes, pollutants or contaminants allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Property that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., as amended, or any similar state law or local ordinance, (2) a release or threatened release of any toxic or hazardous substances or wastes, pollutants or contaminants from the Property within the meaning of, or otherwise bring the Property within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., as amended, or any similar state law or local ordinance. Further, the Seller makes no warranties or representations regarding, nor does the Seller indemnify the Buyer with respect to the existence or nonexistence on or in the vicinity of the Property of any substances or conditions in or on

the Property that may support a claim or cause of action under the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or any other federal, state or local environmental statutes, regulations, rules, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minnesota Statutes, Chapter 115B. The Seller makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property or whether any above or underground tanks have been located under, in or about the Property and have subsequently been removed or filled. Buyer has the right to conduct or obtain environmental assessments during the inspection period allotted in Paragraph 4.A. Buyer may terminate this Agreement upon notice to Seller if the environmental report indicates hazardous conditions and/or the presence of hazardous materials on the Property.

13. Broker's Commission. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction. The Buyer agrees to indemnify the Seller and hold the Seller harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from Buyer's actions or agreements regarding the execution or performance of this Agreement and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the Seller, including reasonable attorneys' fees.

14. Binding Effect. This Agreement will be binding upon and inure to the benefit of the Seller and the Buyer, and their respective heirs, legal representatives, successors, and permitted assigns. All amendments, consents or approvals shall be in writing in order to be effective.

15. Time of Essence. Time is of the essence for all deadlines and performance periods contained in this Agreement.

16. Sale or Assignment. Buyer shall not sell or assign this Agreement or any rights herein without the prior written approval of the Seller.

17. Right of First Refusal. If, subsequent to conveyance of the Property by Seller to Buyer, the Buyer receives any offer to sell the Property and the Buyer intends to sell the Property, the Seller must be notified in writing and given the opportunity to repurchase the Property. The Buyer is not required to notify Seller of blind offers or offers received, if the Buyer has no current intent to sell the Property. If Buyer intends to sell the Property, Buyer must notify Seller before the Property is placed for sale on the open market. In this event, the Seller has the first opportunity to repurchase the Property for the original Purchase Price. The Seller shall respond to Buyer's notice in writing within sixty (60) days of receipt, indicating whether it will exercise its option to purchase.

18. Notice and Demands. All notices, demands or writings required to be made or given under this Agreement, unless otherwise provided, shall be sufficiently given or delivered immediately upon (i) personal delivery or; or three (3) days after it is (ii) mailed by United States mail or (iii) deposited cost paid with a nationally recognized, reputable overnight courier. All notices, demands or writings required to be made or given under this Agreement, unless otherwise provided, shall

be made to the following addresses, or at such other address as any party may, from time to time, designate in writing and forward to the other parties, as provided above:

If to the Seller: Housing and Redevelopment Authority
 of the City of Saint Paul, Minnesota
 1300 City Hall Annex
 25 West Fourth Street
 Saint Paul, MN 55102
 Attn: Executive Director
 Emailed Notices to: StPaulHRAProperty@ci.stpaul.mn.us

With a copy to: Office of the City Attorney (CAO)
 400 City Hall
 15 West Kellogg Boulevard
 Saint Paul, MN 55102
 Attn: PED/HRA Attorney
 Emailed Notices to: CAO-contractcompliance@ci.stpaul.mn.us

If to Buyer: Iglesia Ni Cristo
 c/o Bro. Elmer J. Parungao
 4650 France Avenue North
 Robinsdale, Minnesota 55422

With a copy to: Iglesia Ni Cristo (Church of Christ)
 c/o Margaret B. Cruz
 4125 16th Street NW
 Washington, DC 20011

19. Conflicts. No salaried officer or employee of the Seller and no member of the Council, or Commission, or Board of the Seller shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders this Agreement void.

20. Governing Law, Jurisdiction and Venue. This Agreement shall be construed for and on behalf of the Seller, and in furtherance of the Seller's public purpose, and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to its conflict and choice of law rules. Any litigation arising out of this Agreement or its breach shall be venued exclusively in Ramsey County District Court, Second Judicial District, State of Minnesota. Buyer hereby consents to personal jurisdiction and venue in the foregoing court.

21. Provisions Surviving Rescission or Expiration. Except as otherwise expressly provided herein, all of the covenants and agreements made in this Agreement, or in any schedule, exhibit, certificate, or document delivered in connection with this Agreement, shall survive and be enforceable after the Closing and the delivery of the quit claim deed. In addition, except as otherwise expressly provided herein all covenants and agreements related to environmental obligations, indemnification, remedies, and enforcement, or in any schedule, exhibit, certificate,

or document delivered in connection with this Agreement, shall survive the expiration, cancellation, or termination of this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, but all of which when taken together shall constitute one and the same agreement.

23. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

24. Exhibits. The following listing of exhibits which are attached to this Agreement, and all obligations and duties articulated, and certifications made therein, are incorporated into and made a part of this Agreement:

- Exhibit A - Legal Description
- Exhibit B - Permitted Encumbrances
- Exhibit C - Disclosure Alternatives Statement
- Exhibit D - Quit Claim Deed
- Exhibit E - Conflict of Interest Statement for Organizations

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

BUYER:

Iglesia Ni Cristo
a Hawaii religious non-profit corporation

By: Elmer J. Parungao
Its: District Minister

SELLER:

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota

By: _____
Its: Interim Executive Director

Approved as to form

Assistant City Attorney

DRAFT

EXHIBIT A
Legal Description

That part of Lots 3 and 4, Block 53, West St. Paul, described as follows: Commencing at the Southeast corner of Lot 4; thence Northwesterly along the Southwesterly line of Concord Street 100 feet; thence Southerly to a point on the South line of Lot 4, 100 feet West of the Southeast corner thereof; thence East along said South line of said Lot 4, 100 feet to beginning, excepting that part thereof taken for opening of Livingston Avenue.

(Abstract)

The below is not part of the legal description and is for reference only:

PIN: 08.28.22.22.0059

Address: 77 Congress St., St. Paul, MN 55107

EXHIBIT B
Permitted Encumbrances

1. Those items listed on the Title Commitment and not objected to by the Buyer.
2. Minerals and mineral rights in favor of the State of Minnesota in those portions of the Property the title to which may have forfeited to the State of Minnesota.
3. Easements, covenants, conditions, and restrictions and other instruments of record or shown on the plat, if any.
4. Real estate taxes and all assessments, levied, pending, or assessed, including special assessments, due and payable in 2026 and subsequent years.
5. Applicable building and zoning laws, ordinances, and all other local, state, regional and federal laws and regulations.
6. Terms, Covenants and Conditions as contained in the Redevelopment Plan applicable to the areas in which the real property described herein is located and as contained in Minn. Stat. Section 469.029.

It is intended and agreed that the Permitted Encumbrances shall be covenants running with the land, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the Seller, its successors and assigns, against the Buyer, its successors and assigns, and any party in possession or occupancy of the Property or any part thereof. The Seller shall be entitled to recover its attorney fees and costs if it prevails in any action brought to enforce the Permitted Encumbrances against the Buyer, its successors and assigns, and any party in possession or occupancy of the Property or any part thereof

EXHIBIT C
Disclosure Alternatives Statement

See attached ***Seller's Disclosure Alternatives Form*** (consisting of 3 pages) and ***Radon in Real Estate Transactions*** (consisting of 2 pages)

DRAFT



SELLER'S DISCLOSURE ALTERNATIVES FORM

Property address: 77 Congress Street E (hereinafter the "Property"):

1. **Notice:** Any disclosures made here, if any, are not a warranty or guaranty of any kind by the Housing and Redevelopment Authority of the City of Saint Paul ("Seller") and/or are not a substitute for any inspections or warranties the Buyer may wish to obtain.

2. **Waiver:** The written disclosure required under MN Statutes 513.52 through 513.60 may be waived if the Seller and prospective Buyer agree in writing. The Seller and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60. Accordingly, the Seller is not obligated to disclose ANY material facts of which the Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the Property, other than those disclosure requirements created by any other law. The Seller is not obligated to update Buyer on any changes made to material facts of which the Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the Property that occur, other than those disclosure requirements created by any other law.

3. **Other Disclosures:**

a. **Subsurface Sewage Treatment System Disclosure:** *(Note for Project Manager: if the City/HRA knows or there is a subsurface sewage treatment system on or serving the property or that is abandoned, please consult CAO for necessary disclosures.)* The Seller ☐ does ☒ does not know of a subsurface sewage treatment system on or serving the Property.

- i. ☐ There is a subsurface sewage treatment system on or serving the Property.
- ii. ☐ There is an abandoned subsurface sewage treatment system on the Property.

b. **Private Well Disclosure:** *(Note for Project Manager: If the City/HRA knows or there is a well on or serving the property or that is abandoned, please consult CAO for necessary disclosures.)*

- i. ☒ The Seller does not know of any wells on the Property.
- ii. ☐ There are one or more wells located on the Property.
- iii. ☐ This Property is in a Special Well Construction Area.
- iv. ☐ There are wells serving the Property that are not located on the Property.

Comments: _____

c. **Valuation Exclusion Disclosure:** There ☐ is ☒ is not an exclusion from market value for home improvements on this Property. Any valuation exclusion shall terminate upon sale of the Property, and the Property's estimated market value for property tax purposes shall increase. If a valuation exclusion exists, Buyer is encouraged to look into the resulting tax consequences.

d. Methamphetamine Production Disclosure: *(Note for Project Manager: if the City/HRA is aware that meth production has occurred on the Property, please consult CAO for necessary disclosures.)*

- i. ☒ The Seller is not aware of any methamphetamine production that has occurred on the Property.
- ii. ☐ The Seller is aware that methamphetamine production has occurred on the Property.

e. Radon Disclosure:

- i. Radon Warning Statement: The Minnesota Department of Health strongly recommends that all homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator. Every buyer of any interest in residential real property is notified that the Property may present exposure to dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall.
- ii. Radon In Real Estate: By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota Department of Health's publication entitled *Radon in Real Estate Transactions* which is attached hereto and can be found at www.health.state.mn.us. A seller who fails to disclose the information required under MN Statute 144.496 and is aware of material facts pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by violation of MN Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by the court. Any such action must be commenced within two years after the date on which the Buyer closed the purchase or transfer of the Property.
- iii. Seller's Radon Disclosures: The Seller makes the following disclosures to the extent of the Seller's actual knowledge.
 - 1) Radon test(s) ☐ have ☒ have not occurred on the Property.
 - 2) Description of any known radon concentrations, mitigation, or remediation (the most current records and reports, if any, pertaining to radon concentration within the dwelling are attached). sjy
 - 3) There ☐ is ☒ is not a radon mitigation system currently installed on the Property. Information regarding any radon mitigation, system, including system description and documentation, to the extent known by Seller. sjy

f. Notice Regarding Airport Zoning Regulations: The Property may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If Buyer would like to determine if such zoning regulations affect the Property, the Buyer should contact the county recorder where the zoned area is located.

g. **Notice Regarding Carbon Monoxide Detectors:** MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the sale of the Property.

h. **Notice Regarding Predatory Offender Information:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at www.corr.state.mn.us.

i. **Warranty Disclaimer:** Notwithstanding anything to the contrary contained in the Purchase Agreement and this Seller's Disclosure Alternatives Form, Seller and the City of Saint Paul make no representations or warranties here and are not responsible for any conditions existing on the Property.

j. **Records and Reports:** Any records and reports, if any, are attached and made a part of this disclosure.

k. **Seller's Statement:** The information disclosed in this form is given to the best of the Seller's knowledge.

SELLER: Housing and Redevelopment Authority of the City of Saint Paul, Minnesota

Approved as to form:

Melanie McMahon, Interim Executive Director
Date: _____

Assistant City Attorney
Date: _____

l. **Buyer's Acknowledgement:** Buyer acknowledges receipt of this Seller's Disclosure Alternatives Form and agrees to the Seller's waiver of its disclosure obligations as set forth in this form. Buyer further agrees that no representations regarding facts have been made, and that this disclosure statement is not a warranty or guaranty of any kind by Seller in the transaction and is not a suitable substitute for any inspections or warranties Buyer may wish to obtain.

BUYER: Iglesia Ni Christo, a Hawaii religious non-profit corporation

By: _____
Print: _____
Date: _____

By: _____
Print: _____
Date: _____



Radon in Real Estate Transactions

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

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

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

Disclosure Requirements

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

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

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

Radon Facts

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

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

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

Radon Warning Statement

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

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

Radon Testing

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

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

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

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

Place the test kit:

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

How are radon tests conducted in real estate transactions?

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

Continuous Radon Monitor (CRM)

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

Simultaneous Short-Term Testing

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

Radon Mitigation

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

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

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

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

More Radon Information

www.mn.gov/radon

MDH Indoor Air Unit

PO Box 64975
St Paul, MN 55164-0975

Contact Information

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

Last Updated 4/2023

EXHIBIT D
Quit Claim Deed

See attached *Quit Claim Deed* (consisting of 5 pages)

DRAFT

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____

THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota ("**Grantor**" or "**Seller**"), has entered into a Purchase Agreement dated [REDACTED] (the "**Agreement**") with Iglesia Ni Cristo, a Hawaii religious non-profit corporation, under the Administration of Brother Eduardo V. Manalo, Presiding Elder (Executive Minister) of the Church ("**Grantee**" or "**Buyer**") for the purchase of the herein described lands setting forth the terms, conditions and restrictions upon which this conveyance is conditioned. The Agreement is on file and available for public inspection in the City of Saint Paul Department of Planning and Economic Development. Said Agreement provides for a right of re-entry and re-vesting of title to Grantor, and other remedies, for breach or noncompliance with the terms of the Agreement.

FOR VALUABLE CONSIDERATION, Grantor hereby conveys and quit claims to Grantee real property in Ramsey County, Minnesota legally described as follows:

See attached Exhibit A (hereinafter referred to as the "**Property**")

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, and subject to: 1) the Permitted Encumbrances described on the attached Exhibit B; and 2) the Deed Restrictions described on the attached Exhibit C.

Check applicable box:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (if electronically filed, insert WDC number: .)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota,
a public body corporate and politic organized and
existing under the laws of the State of Minnesota

By: _____
Its: Chairperson

State of Minnesota, County of Ramsey

This instrument was acknowledged before me on _____, by _____,
as Chairperson of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body
corporate and politic organized and existing under the laws of the State of Minnesota, by authority of its Board of
Commissioners and on behalf of said entity.

(Stamp)

Title (and Rank): Minnesota Notary Public
My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:

Saint Paul City Attorney's Office
City Hall, Suite 400
15 W. Kellogg Boulevard
Saint Paul, MN 55102

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN
THIS INSTRUMENT SHOULD BE SENT TO:

Iglesia Ni Cristo,
a Hawaii religious non-profit corporation
4650 France Avenue North
Robinsdale, MN 55422

EXHIBIT A
(to Quit Claim Deed)
LEGAL DESCRIPTION

That part of Lots 3 and 4, Block 53, West St. Paul, described as follows: Commencing at the Southeast corner of Lot 4; thence Northwesterly along the Southwesterly line of Concord Street 100 feet; thence Southerly to a point on the South line of Lot 4, 100 feet West of the Southeast corner thereof; thence East along said South line of said Lot 4, 100 feet to beginning, excepting that part thereof taken for opening of Livingston Avenue.

(Abstract)

The following are not a part of the legal description above and are for convenience of reference only
Common Address: 77 Congress Street E, Saint Paul, MN 55107
Tax Parcel ID: 08.28.22.22.0059

EXHIBIT B
(to Quit Claim Deed)
PERMITTED ENCUMBRANCES

The Property is subject to and encumbered by the following liens and covenants, and no others:

1. Those permitted encumbrances listed on the title commitment identified as follows:
 - (i) (Not Applicable)
2. Minerals and mineral rights in favor of the State of Minnesota in those portions of the Property the title to which may have forfeited to the State of Minnesota.
3. Easements, covenants, conditions, and restrictions and other instruments of record or shown on the plat, if any.
4. Real estate taxes and all assessments, levied, pending, or assessed, including special assessments, due and payable in 2025 and subsequent years.
5. Applicable building and zoning laws, ordinances, and all other local, state, regional and federal laws and regulations.
6. Terms, Covenants and Conditions as contained in any Redevelopment Plan applicable to the area in which the real property described herein is located and as contained in Minn. Stat. Section 469.029.

It is intended and agreed that the Permitted Encumbrances shall be covenants running with the land, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the Grantor, its successors and assigns, against the Grantee, its successors and assigns, and any party in possession or occupancy of the Property or any part thereof. The Grantor shall be entitled to recover its attorney fees and costs if it prevails in any action brought to enforce the Permitted Encumbrances against the Grantee, its successors and assigns, and any party in possession or occupancy of the Property or any part thereof.

EXHIBIT C
(to Quit Claim Deed)
DEED RESTRICTIONS

1. Grantee shall not discriminate upon the basis of race, color, creed, religion, sex, or sexual or affectional orientation, national origin, age, or disability, marital status, or status with regard to public assistance, in the sale, rental or advertising of the Property, or any dwelling therein, and in its use or occupancy.
2. The Property is subject to all other terms, conditions, and restrictions of the Agreement not already specified herein, which Agreement is fully incorporated herein by reference.
3. No parking or parking use on the Property.
4. Development is prohibited with the exception of a fence that has been approved by Grantor if compliant with City of Saint Paul Code of Ordinances.
5. Property is to be used only for Church and/or Grantee sponsored or Grantee approved community activities.

If Grantee, its successors and assigns, tenants or any occupant of the Property violates any of these Deed Restrictions, then Grantor may enforce the covenants and restrictive uses against the Property by bringing an action seeking injunctive relief and decree to compel performance of any term, covenant or condition set forth in the Deed Restrictions. Grantor is entitled to recover its costs, disbursements, and reasonable attorney fees in connection with any such legal proceeding or action. All remedies available to Grantor are cumulative.

EXHIBIT E
Conflict Of Interest Statement for Organizations

See attached *Conflict of Interest Statement for Organizations* (consisting of 1 page)

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Exhibit E
CITY OF SAINT PAUL
AND
HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL,
MINNESOTA

CONFLICT OF INTEREST STATEMENT FOR ORGANIZATIONS

To Whom It May Concern:

Iglesia Ni Cristo, a Hawaii Religious non-profit corporation (the “**Organization**”) has a conflict-of-interest policy which applies to all of its board members, directors, officers and employees.

On behalf of the board members, directors, officers and employees, the Organization declares that no conflicts of interest currently exist or that any possibilities of conflicts of interest have been disclosed to the City of Saint Paul (“City”) and/or the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (“HRA”) in connection with receiving funds through the City and/or HRA. The Organization further declares that any possibility of a conflict of interest which may arise in the future in connection with the Program and/or Project will be disclosed to the City and/or HRA.

A conflict of interest exists or may exist whenever a board member, director, officer, or employee knows or has reason to know that any activity, involvement, interest or relationship, directly or indirectly, in connection with this Program and/or Project, of a person or a person’s spouse or dependent(s) to which that person is a participant, receives or may be perceived as receiving any monetary or other material benefit to that person, person’s spouse or dependent(s).

ORGANIZATION

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____